City of Broken Arrow

Meeting Agenda

Broken Arrow City Council

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

Tuesday, December 2, 2025 **6:30 PM** **Council Chambers**
220 South 1st Street
Broken Arrow, OK

1. Call to Order

2. Invocation

3. Roll Call

4. Pledge of Allegiance to the Flag

5. Consideration of Consent Agenda

A.	25-28	Approval of the City Council Minutes of November 17, 2025
B.	25-1672	Acceptance of Planning Commission meeting minutes of November 6, 2025
C.	25-1673	Acknowledgement of submittal of the revised Manual of Fees for FY 26
D.	25-1690	Approval of and authorization to execute Budget Amendment Number 11 for Fiscal Year 2026
E.	25-1691	Approval of and authorization to execute Budget Amendment Number 12 for Fiscal Year 2026
F.	25-1692	Approval of and authorization to execute Budget Amendment Number 13 for Fiscal Year 2026
G.	25-1693	Approval of and authorization to execute Budget Amendment Number 14 for Fiscal Year 2026
H.	25-1612	Notification of Quarterly Enterprise Resource Planning (ERP) Systems Status Report for City Council
I.	25-1683	Approval of and authorization to execute a First Amended Services Contract between the City of Broken Arrow and Broken Arrow Seniors, Inc.

J.	25-1649	Approval of and authorization for the Police Department to accept the award of the Department of Justice Office of Community Oriented Policing Services (COPS Office) Hiring Grant
K.	25-1679	Approval of and authorization to execute an Amendment to extend the Service Agreement (contract renewal) for one year with Momentum Services for Nuisance Abatement Property Structure Securing
L.	25-1701	Approval of and authorization to execute a Professional Consultant Agreement Amendment 2 with Selser Scheafer Architects (aka: Narrate Design) for completion of ALTA/NSPA with Topographic Survey, Utility Electronic Locates and Easement Report (Project No. 2417170)
M.	25-1677	Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of $50,000 or less
N.	25-1651	Approval of and authorization to utilize Opioid Abatement Settlement funds for the vehicle, equipment, and outfitting purchases of two (2) Chevrolet Traverses for the Crisis Response Team and authorize approval of Fiscal Year 2026 Budget Amendment Number 10
O.	25-1664	Approval of and authorization to purchase structural firefighting coats and pants from NAFECO pursuant to Sourcewell Contract 010424-LIO, and firefighting boots and helmets from Casco Industries Inc., pursuant to the Oklahoma State Purchasing Contract SW 0241
P.	25-1655	Approval of and authorization to execute the purchase of Ninja Enterprise Pro the RMM (Remote Management and Monitoring) tool set for one year through SHI
Q.	25-1645	Approval of and authorization to purchase police department practice and duty ammunition from Precision Delta, pursuant to the Oklahoma Statewide Contract
R.	25-1654	Approval of and authorization to purchase the renewal of annual Cisco support subscriptions through Presidio for one year pursuant to the Oklahoma Statewide Purchasing Contract
S.	25-1686	Approval of and authorization to purchase one (1) Ford F-650 extended cab Service Truck from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department
T.	25-1676	Approval of and authorization of the cancellation and subsequent closing of the Covington Creek Drainage Improvements project and re-allocate the $500,000.00 of 2018 General Obligation Bond funds to the appropriate basin (Case No. 25-005)

U.	25-1661	Approval of and authorization to execute Change Order No. 1 with Myers-Cherry Construction, LLC for the Operations Center Administration Building Renovation (2317210)
V.	25-1660	Approval of and authorization to execute the Change Order No. 1 with Northeastern Irrigation & Landscape, Inc for the Broken Arrow Gateways Entry Signage (22502158)
W.	25-1658	Approval of and authorization to execute the Change Order No. 1 with Paragon Contractors, LLC for the Jasper Street & Aspen Intersection Improvements (ST2031)
X.	25-1659	Approval of and authorization to execute the Change Order No. 2 with Paragon Contractors, LLC for the Jasper Street & Aspen Intersection Improvements (ST2031)
Y.	25-1669	Approval of BAZ-002485-2025 (Rezoning), Snyder Rezone, approximately 21.81 acres, RMF (Residential multi-family) and PUD-340 to RSP (Single-family residential - Preservation), located 1/8th of a mile south of Tucson Street (121st Street) and west of Elm Place (161st E Ave)
Z.	25-1704	Approval of BAZ-002505-2025 (Rezoning), Arrow Forge, 99.52 acres, AG (Agricultural) to IL (Industrial Light), located one-half mile north of Tucson Street (121st Street), located on the south of Florence Street (111st Street) and ¼ mile east of Olive Ave (129th E Avenue)
AA.	25-1703	Approval of PT-002482-2025|PR-000336-2023, Conditional Final Plat, The Cottages at Battle Creek West, approximately 8.79 acres, 47 lots, CG (Commercial General)/PUD (Planned Unit Development) 94 to RS-P (Single Family Residential - Preservation)/PUD-94Y via BAZ-2087, located one-half mile north of Albany Street (61st Street), one-quarter mile east of Aspen Avenue (145th E. Avenue)
AB.	25-1702	Approval of SP-002481-2025 (Specific Use Permit), Pope Accessory Structure, 1.82 acres, RS (Single Family Residential), located just south of Florence Street (111th Street) and approximately ¼ mile west of Aspen Avenue (145th E. Avenue)
AC.	25-1705	Approval of COA-002492-2025, The Bank N.A., Change of Access, approximately 0.87 acres, Northeast Crossroads PUD-175, located at the northeast corner of Kenosha Street (71st Street) and North 37th Street (209th East Avenue)
AD.	25-1706	Approval of BAZ-002491-2025 (Rezoning), Broken Arrow Meeting House, 8.01 acres, AG (Agricultural) to ON (Office Neighborhood), located at the southwest corner of the intersection of Florence Street (111st Street) and Aspen Avenue (145th E Avenue)

AE. 25-1647 Approval of and authorization to execute Resolution No. 1724, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 11.0, consisting of 3,826 square feet of permanent Right-of-Way located at 4677 South 209th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Christian Cubero, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 11.0 (Project No. ST21390)

AF. 25-1648 Approval of and authorization to execute Resolution No. 1725 a Resolution authorizing acceptance of a General Warranty Deed for Parcel 17.0, consisting of 7,650 square feet of permanent Right-of-Way located at 4425 South 209th East Avenue in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Jose Antonio Munguia Rosas and Alejandra Alicia Pena Quezada, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 17.0 (Project No. ST21390)

AG. 25-1650 Approval of and authorization to execute Resolution No. 1726, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 4.0, consisting of 3,826 square feet of permanent Right-of-Way located at 20940 East 49th Street South in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Shari L. Mobley, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 4.0 (Project No. ST21390)

AH. 25-1637 Acceptance of Utility Easements and Temporary Construction Easements from Robson Development Company, an Oklahoma Corporation, the owner, on property generally located north of Houston Street and west of South 233rd East Avenue in Broken Arrow, Oklahoma, located in the Southwest Quarter of Section 9, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma for the Park Lane Lift Station Improvements & Cambridge Estates Relief Line, Parcels 2.1, 2.2, 2.A, 2.B, 2.C, 2.D, and 2.E (Project No. S.24030)

AI. 25-1674 Ratification of the Claims List Check Register Dated November 21, 2025

6. Consideration of Items Removed from Consent Agenda

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

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

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

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

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

9. General Council Business

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

10. Preview Ordinances

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

11. Ordinances - NONE

12. Remarks and Inquiries by Governing Body Members

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

14. Executive Session

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

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

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

15. Adjournment

NOTICE:

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

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

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

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

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

A paper copy of this agenda is available upon request.

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

_____
City Clerk

City of Broken Arrow

Request for Action

File #: 25-28, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

Title:
Approval of the City Council Minutes of November 17, 2025

Background:
Minutes recorded for the City Council Meeting.

Cost: **Approximately** $120

Funding Source: City Clerk Operational Fund

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: **November 17, 2025 City Council Minutes**

Recommendation:
Approve the minutes of the November 17, 2025 City Council Meeting.

City of Broken Arrow

Minutes

City Council Meeting

City Hall
220 S. 1st Street
Broken Arrow Ok
74012

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

Monday, November 17, 2025 **Time 6:30 p.m.** **Council Chambers**

1. Call to Order

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

2. Invocation

Pastor Andrew Conley led the Invocation.

3. Roll Call

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

4. Pledge of Allegiance to the Flag

The Pledge was led by Council Member Lisa Ford.

5. Consideration of Consent Agenda

A.	**25-1592**	**Acknowledgement of out-of-state travel by City Council members**
B.	**25-27**	**Approval of the City Council Minutes of November 04, 2025**
C.	**25-1606**	**Acceptance of Planning Commission meeting minutes of October 23, 2025**
D.	**25-1613**	**Acceptance of Drainage Advisory Committee meeting minutes of July 28, 2025**
E.	**25-1342**	**Approval of and authorization to publish the 2026 notification of regularly scheduled meetings of the Broken Arrow City Council and its public bodies**
F.	**25-1512**	**Approval of and authorization to execute Agreement for Professional Consultant Services with Professional Engineering Consultants, P.A. for the Old Town Alleyway Improvements between Commercial and Broadway/Ash and 4th (Project Number ST26270)**
G.	**25-1590**	**Approval of and authorization to execute Agreement for Professional Consultant Services with Poe & Associates, Inc. for the Wolf Creek Park Pedestrian Bridge Improvements (Project Number 2653250)**
H.	**25-1621**	**Approval of and authorization to execute Amendment 2 to professional Consultant Agreement with Selser Schaefer Architects, Narrate, to prepare and develop bid documents for the Furniture, Fixtures, & Equipment package for the Operations Center Administration Building Remodel Project (Project No. 2317210)**
I.	**25-1455**	**Approval of and authorization to execute a Proclamation declaring November 21, 2025, as "Optimist Youth Appreciation Day" in Broken Arrow**
J.	**25-1631**	**Approval of and authorization to upfit seven new patrol Ford Explorers, eight patrol Chevy Tahoes, one CID Chevy Traverse, one patrol EV Chevy Blazer, two K9 Ford F150s, and one Ford Transit T350 SOT medic van with police equipment installed by Rigid 911**
K.	**25-1615**	**Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation (GO) Bond funds for design of drainage improvements and protection of existing City Sewer trunk line at East Natchez Street and Lynn Lane (South 177th East Avenue)**
L.	**25-1617**	**Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds for drainage design improvements in the Tucson Village II Subdivision**
M.	**25-1638**	**Approval of and authorization to revise a lease agreement with Gordon Outdoor Advertising, LLC., to construct, maintain, and manage a billboard on City of Broken Arrow property (Project Number 2160220)**
N.	**25-1552**	**Approval of and authorization for the annual subscription payment for FUSUS Real Time Crime Center Software**
O.	**25-1571**	**Approval of and authorization to amend the purchase of mobile communication radios**

for the police department from L3 Harris Technologies Inc

P. 25-1572 Approval of and authorization to purchase emergency vehicle equipment for new Police Department vehicles from 911 Custom, utilizing National Association of State Procurement Officials (NASPO) ValuePoint pricing

Q. 25-1619 Approval of and authorization to execute Resolution No. 1722, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 1.0, consisting of 12,579 square feet of permanent Right of Way generally located at the northeast corner of the intersection of 37th Street and East Omaha Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Marcain Properties, LLC, an Oklahoma limited liability company and authorization of payment in the amount of $23,200.00 for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 1.0 (Project No. ST21390)

R. 25-1589 Approval of a modification to Section 4.1(t), IOS Land Company, 40 acres, IL (Industrial Light)/PUD (Planned Unit Development) 001521 2024, north of Houston Street (81st Street), one-half mile west of 23rd Street (193rd E. Avenue/County Line Road)

S. 25-1610 Approval of PUD 002265 2025, major amendment to PUD 193, 17.14 acres, IL (Industry Light) and PUD 193, located approximately ½ mile south of Washington Street (91st Street) and approximately ½ mile east of Evans Road (225th E Avenue)

T. 25-1588 Approval of SP 002459 2025 (Specific Use Permit), Harvest Church, 6.58 acres, AG (Agricultural) to CG (Commercial General) via BAZ 002238 2025, located at the northwest corner of New Orleans Street (101st Street) and 9th Street (177th E. Avenue/Lynn Lane Road)

U. 25-1614 Acceptance of a Temporary Construction Easement from Blue Bell Creameries, L.P., a Delaware limited partnership, the owner, on property generally located northeast of Highway 51 and west of the Creek Turnpike in Broken Arrow, Oklahoma, located in the Northeast Quarter of Section 18, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma for the Highway 51 North Sewer Extension from Blue Bell Creameries to East Washington Street, Parcel 5.A (Project No. S.25080)

V. 25-1596 Ratification of the Claims List Check Register Dated November 10, 2025

MOTION: A motion was made by Justin Green, seconded by David Pickel
Move to Approve Consent Agenda
The motion carried by the following vote:

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

6. Consideration of Items Removed from Consent Agenda - NONE

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

A. 25-280 Update on the upcoming December presentations to the City Council on the proposed 2026 GO Bond package projects and initiatives

City Manager Michael Spurgeon presented Item 25-280. He announced that the administration will present the proposed 2026 General Obligation bond package to the City Council on December 2. The presentation will outline recommended projects for each proposition within the "Build Our Future: Phase II" initiative, scheduled for a public vote on April 7, 2026, pending Council approval of the related ordinances and resolutions.

Following the December 2 presentation, City Manager Spurgeon said the proposal will "lay over" for two weeks, allowing Council and the public to review it. The complete package will be available in the City Clerk's office and online. On December 16, the Council will be asked to formally approve the package and authorize legal counsel, special counsel, and engineering staff—led by Assistant City Manager Kenny Schwab—to finalize the election documents.

City Manager Spurgeon noted that the proposed bond total has been reduced from over $600 million to approximately $405–414 million, representing the administration's refined recommendation. He emphasized that the Council retains complete discretion over what projects are included in each proposition.

He also highlighted that user groups and community organizations that contributed throughout the process may attend the December meetings to express support or raise questions. Once the Council finalizes the package, the city will enter the public education phase, where officials, civic leaders, and the "Build a Better Broken Arrow" committee will spend roughly 60 days informing voters about the projects ahead of the April election.

City Manager Spurgeon concluded by expressing enthusiasm that the process is nearing completion and encouraged residents to follow and review the forthcoming bond proposal.

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

9. General Council Business

A. 25-1609 Consideration, discussion, and possible approval of the creation of a Citizens Engagement Academy

City Manager Michael Spurgeon presented Item 25-1609. He explained that Broken Arrow's Citizens Police Academy has been so successful that staff is proposing a similar general Citizens Academy. It would run for eight to ten weeks, teaching residents about the city's form of government and the work of each department, with deeper sessions on more complex topics. Staff has researched models from other cities and could bring a full proposal to Council in early 2026. The academy would involve department directors and partner organizations, such as the school district and the chamber, and would likely accept 20–25 residents per session. The goal is to improve public understanding of city operations—everything from utilities to daily departmental duties—so residents can better appreciate how the city functions. The City Manager seeks Council direction to move forward.

Council members express strong support for creating a general Citizens Academy. They discussed how the Citizens Police Academy, its Master's Academy, and the Alumni Association succeeded by educating residents and reducing misinformation. They believe a citywide academy would foster a similar understanding—especially on topics like utilities and city operations. Another member notes that past meet-and-greet efforts didn't generate enough engagement. Still, an academy modeled after the Youth City Council's multi-year educational experience could be far more effective and might even inspire future council candidates. With no objections from the governing body, the City Manager commits to beginning development of the program after bond-package public education efforts, coordinating logistics with departments, researching timing used by other cities, and returning with a formal proposal early next year.

No action was taken

B. 25-1575 Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1721, a Resolution of the City Council of the City of Broken Arrow, Oklahoma, authorizing the acceptance and use of electronic records and electronic signatures; providing for standards, security, and administrative controls in accordance with 12A O.S. §15 118; and declaring an effective date

City Clerk Curtis Green presented Item 25-1575. He explains that the resolution formalizes a longstanding practice of using electronic documents and DocuSign signatures. The city has already been operating this way for years, and the legal department requested formal approval. The item is straightforward, and the presenter offers to answer any questions.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 25-1575
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

C. 25-1635 Consideration, discussion, and possible appointment of members to the Downtown Master Plan Advisory Committee

Rocky Henkel, Director of Community Development, presented Item 25-1635 and explained that Council previously adopted Ordinance 3898 to create the Downtown Master Plan Advisory Committee, which will help shape the long-term vision for downtown Broken Arrow. Each councilor has nominated two members, two Planning Commissioners have been selected (Jaylee Klempa, Mindy Payne), and the City Manager has appointed representatives from the Chamber (Amber Miller), EDC (James Bell), and Broken Arrow Public Schools (Rosalyn Vann-Jackson). He now opens the floor for discussion or for the committee's approval.

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to Approve Item 25-1635 appointment of Larry Pennington, Bill Leet, Ron Whitaker, Corbett Campbell, Scott Moore, Kasey Magness, Jim Nantz, Justin Dampf, Frankie Catlett, Gene Barber, Jaylee Klempa, Mindy Payne, Brian Dean, Amber Miller, James Bell, and Rosalyn Vann-Jackson as members to the Downtown Master Plan Advisory Committee
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

D. 25-1591 Consideration, discussion, and possible approval of a design concept option for the Masterplan on Rose District Plaza (Project No. 2617040)

Shannon Marshall, Special Projects Division Manager, presented Item 25-1591, an outline of two design options for an expanded Rose District plaza and Farmers Market area, developed

with consultants FSB and Kimley-Horn. Both options include an enlarged pavilion, a larger open lawn with a permanent stage, expanded food-truck space, added restrooms at the South Depot, and integration of the newly purchased grain silo.

Option 1 places the open lawn and stage in the center of the site, keeps the existing splash pad, and relocates the pavilion to the north along El Paso, creating a boulevard feel and leaving a large, open area around the Christmas tree. This improves the event space but makes the pavilion less visible from Main Street.

Option 2 keeps the pavilion centrally located—similar to its current placement—but expanded, while shifting the lawn and stage north along El Paso. This keeps market activity highly visible from Main Street but moves the tree and stage area to the north side. Both options support growing event attendance and the need for more space.

Council members discussed the two proposed layouts for the expanded Rose District plaza, focusing on visibility, event capacity, loading logistics, future growth, and museum expansion needs. Several note that Option 1—placing the stage and lawn centrally and moving the pavilion north to El Paso—offers more space for significant events, concerts, and movie nights, better accommodates tree-lighting crowds, and improves loading access for market vendors. Questions arise about pavilion size, food-truck power, museum expansion space, stage placement, and how the silo might be repurposed. Although some initially favored Option 2, the discussion shifted toward Option 1 as more adaptable and event-friendly. City Manager Michael Spurgeon ultimately recommends Option 1, and multiple councilors express agreement, with the cost expected to be similar for either design.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to Approve option 1 as the design for the Masterplan on Rose District Plaza
The motion carried by the following vote:

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

E. 25-1593 Consideration, discussion, and possible approval of Visit Broken Arrow's five-year Tourism Strategic Plan

Makala Barton, Tourism Manager, presented Item 25-1593. She notes that the Council hired Clarity of Place on April 15, 2025, to create Visit Broken Arrow's new five-year strategic plan. Over six months, city staff and the consultant collaborated to develop what they consider an authentic, actionable roadmap for tourism efforts. Tina Valdecanas, the firm's principal, traveled from North Carolina to present the highlights of the plan to the Council.

Tina Valdecanas presented the new Comprehensive Tourism Strategic Plan, explaining that it was built from extensive stakeholder input, site visits, interviews, and assessments designed to capture Broken Arrow's authentic character while providing an actionable roadmap for Visit Broken Arrow. The goal, she says, was to optimize the visitor economy without compromising the city's identity as "the biggest small town in America." The plan connects the city's quality-of-place investments with tourism efforts, focuses on experiences that differentiate Broken Arrow from other destinations, and outlines five strategic imperatives: strengthen connections between existing assets to increase visitation and overnight stays; lean into the city's authentic identity and niche markets; support and network local businesses to make them more visitor-ready; elevate and better coordinate the city's strong veterans' heritage; and long-term, build on the growing arts, culture, and film momentum. She describes the imperatives as directional rather than prescriptive, giving Visit Broken Arrow the flexibility to implement them effectively. She concludes by emphasizing that the plan is meant to enhance economic impact, deepen the city's brand, and provide a clear framework for future tourism growth.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to Approve Visit Broken Arrow's five-year Tourism Strategic Plan
The motion carried by the following vote:

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

F. 25-1618 Consideration, discussion, and possible approval of Resolution No. 1723 authorizing the City Attorney to enter into a Final Journal Entry of Judgment in SOOD Realty, LLC vs. The City of Broken Arrow et. al., Wagoner County District Court, Case Number: CV 2025 177, authorizing foreclosure of a utility easement situated on property one half mile north of Dearborn Street (41st Street), one half mile west of 37th Street (209th East Avenue) at 20105 East 36th Place, Wagoner County, State of Oklahoma, (Section 19, T19N, R15E)

Graham Parker, Assistant City Attorney, presented Item 25-1618. This resolution authorizes the city attorney to finalize a judgment in SOOD Realty v. City of Broken Arrow, allowing the foreclosure of a utility easement located about a half-mile north of Dearborn Street and a half-mile east of 37th Street. The action permanently deprives the City of its right to reopen the easement.

MOTION: A motion was made by David Pickel, seconded by Justin Green
Move to Approve Item 25-1618
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

G. 25-1620 Consideration, discussion, and possible approval of Drainage Advisory Committee's recommendation for expenditure of 2018 General Obligation bond funds for drainage design improvements to a drainage channel located in the 6100 Center Commercial subdivision

Charlie Bright, Director of Engineering and Construction, presented Item 25-1620. This request seeks approval to use 2018 GO Bond Proposition 6 funds to begin design work for drainage repairs at the 6100 Business Center near 61st and Aspen. The industrial complex, built around 1985 before modern drainage standards, funnels all stormwater into a privately owned channel lined with aging Fabraform material that is now collapsing. The failure threatens nearby buildings and a City sanitary sewer line located only a few feet from the eroding channel. Because the problem spans multiple property owners who cannot easily coordinate repairs, and because the failing channel jeopardizes City infrastructure, staff, and the Drainage Advisory Committee recommend funding design work using Prop 6. After the design is complete, staff anticipates returning with a proposed cost-share arrangement between the City and affected property owners.

Council members discussed the request for $50,000 in Prop 6 funds, noting the drainage structure likely looked fine when built in the 1980s, but has since exceeded its useful life. Mr. Bright explained that the Fabraform channel had functioned for decades but is now failing, threatening buildings and a nearby City sewer line. Because the drainage runs through multiple privately owned parcels, no single owner can fix it, and today's codes would have required a shared reserve, which doesn't exist. All affected owners have tentatively agreed to allow the City to proceed with design work, with the understanding that future construction will require formal agreements, easements, and participation. Staff also noted strong owner support, with sixteen representatives attending the first DAC meeting to advocate for the project.

MOTION: A motion was made by Johnnie Parks, seconded by David Pickel
Move to Approve Item 25-1620 for funds to do engineering on this project
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

H. 25-1580 Consideration, discussion, and possible approval of and authorization to award the Lowest Responsible bid to Gober Construction LLC., and approve and authorize execution of a construction contract for the Old Town Houston Street Storm Water Improvements, Fort Worth Street to South 9th Street (Project SW26010)

Charlie Bright, Director of Engineering and Construction, presented Item 25-1580, a construction contract for waterline and related drainage improvements along Houston Street between Main and Lynn Lane. To reduce costs, the project was bid so that the City's utility crew will install most of the waterline while a contractor handles drainage work and road borings. Although Stronghand submitted the lowest bid, staff recommended awarding the contract to Gober Construction after reference checks and experience raised concerns about Stronghand's reliability. Staff concluded Gober was the lowest responsible bidder and the better choice to avoid construction and performance issues.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to Approve Item 25-1580
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

I. 25-1628 Consideration, discussion, and possible approval of a contract with BRINC and Motorola Solutions for the DFR Takeoff Program pursuant to H-GAC cooperative purchasing agreement RA05 21

Chief Lance Arnold, Police Department, presented Item 25-1628, and explained a proposal to launch a Drone-as-First-Responder (DFR) program as an expansion of the Real-Time Information Center. Unlike the department's current line-of-sight drone team, DFR would use autonomous drones operated remotely from the RTIC, allowing deployment citywide within about 70 seconds—far faster than traditional police or fire response times. In other cities, DFR drones arrive roughly 70% faster than first responders. They can clear about a quarter of lower-priority calls by providing a real-time assessment, keeping officers and firefighters available for higher-priority incidents. Broken Arrow has a chance to pilot the program for an entire year at no cost or risk, through a partnership with Brink and Motorola; only years two through six would require $79,000 per drone annually. Any incidental setup expenses can be absorbed

within the existing budget. Chief Arnold emphasized Broken Arrow's reputation for innovation and public-safety leadership, and described the DFR program as a rare opportunity to test the technology before committing to it long-term.

Council members asked how the drone delivers items like Narcan or EpiPens, and Chief Arnold explained it carries them in an attached delivery system similar to commercial delivery drones. He noted the drones' advanced cameras, thermal and infrared imaging, and that Brink is already developing a larger next-generation drone. Under the agreement, drones would be replaced in years three and five, with the city keeping the earlier models.

Chief Arnold confirmed the contract is year-to-year with a non-appropriation clause and a 30-day no-cause exit option during the first year, meaning the city can end the program with no cost. He emphasized that the newer upgrades already in development address concerns about rapidly changing technology.

Council member Green supported the program, citing the city's priority on public safety, the need to stay on the cutting edge, and firsthand observation of the technology's impressive capabilities and response-time benefits.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to Approve Item 25-1628
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

J. 25-1599 Receive bids for the purchase of $14,500,000 General Obligation Bonds, Series 2025A of the City and vote to award said Bonds to the lowest bidder complying with the Notice of Sale and Instructions to Bidders or to reject all bids

Cindy Arnold, Director of Finance, presented Item 25-1599. The Council previously authorized soliciting bids to sell $14.5 million in 2018 bond authorization. Four bids were received at 11 a.m. today, and John Wolff is present to review them and guide the Council in selecting the winning bid.

John Wolff, President and Chief Commercial Officer of Municipal Finance Services, Inc. He stated the city received four competitive bids for the 20-year bond sale, with interest rates coming in extremely close. The lowest actual interest cost—3.669651%—was submitted by TD Financial Products LLC, narrowly beating the second-lowest bid. This rate aligns with long-term projections the city has been using for future debt planning, including the anticipated $400 million in upcoming bond needs. Staff recommends awarding the sale to TD Financial Products based on the lowest TIC. Standard & Poor's recently upgraded the city's rating, which supported the favorable bid results.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to Approve Item 25-1599 Receive bids for the purchase of $14,500,000 General Obligation Bonds, Series 2025A of the City and vote to award said Bonds to the lowest bidder complying with the Notice of Sale and Instructions to Bidders or to reject all bids
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

K. 25-1600 Receive bids for the purchase of $2,500,000 General Obligation Bonds, Series 2025B of the City, and vote to award said Bonds to the lowest bidder complying with the Notice of Sale and Instructions to Bidders or to reject all bids

John Wolff, President and Chief Commercial Officer of Municipal Finance Services, Inc., and Cindy Arnold, Director of Finance, presented Item 25-1600, a separate 10-year Series B drainage bond issue; the city received only one bid, also from TD Financial Products LLC. Staff explained that the light bidding was due to a crowded national bond sale date, with many firms already committed elsewhere. Despite having a single bid, the offer was firm: a 3.11% interest rate, which is lower than the city initially projected for this issue. Because the bid is favorable and meets all requirements, staff recommends awarding the sale to TD Financial Products LLC.

MOTION: A motion was made by Justin Green, seconded by Johnnie Parks
Move to Approve Item 25-1600
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

10. Preview Ordinances - NONE

11. Ordinances

A. 25-1601 Consideration, discussion, and possible approval of Ordinance No. 3899, an Ordinance providing for the issuance of General Obligation Bonds, Series 2025A in the sum of $14,500,000 by the City of Broken Arrow, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of Bonds; providing for registration thereof; designating the registrar for the issue; providing for levy of an annual tax for the payment of principal and interest on the Bonds and fixing other details of the issue; approving the forms of a Continuing Disclosure Agreement and an Official Statement; authorizing executions and actions necessary for the issuance and delivery of the Bonds; and declaring an emergency

Cindy Arnold, Director of Finance, presented Item 25-1601, Ordinance 3899, which formally authorizes the issuance of the recently bid $14.5 million bond, completing the legal step needed to finalize the sale. Staff recommends adopting the ordinance and its emergency clause so the bond issuance can proceed without delay.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to Approve Item 25-1601
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

B. 25-1602 Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3899; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Cindy Arnold, Director of Finance, presented Item 25-1602, an emergency clause for Ordinance No. 3899.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
Move to Approve Item 25-1602, an emergency measure for Ordinance No. 3899; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

C. 25-1603 Consideration, discussion, and possible approval of Ordinance No. 3900, an Ordinance providing for the issuance of General Obligation Bonds, Series 2025B in the sum of $2,500,000 by the City of Broken Arrow, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of Bonds; providing for registration thereof; designating the registrar for the issue; providing for levy of an annual tax for the payment of principal and interest on the Bonds and fixing other details of the issue; approving the forms of a Continuing Disclosure Agreement and an Official Statement; authorizing executions and actions necessary for the issuance and delivery of the Bonds; and declaring an emergency

Cindy Arnold, Director of Finance, presented Item 25-1603, Ordinance 3900 is the final action needed to move forward with the $2.5 million bond sale. Staff recommends adopting the ordinance and approving the emergency clause so the issuance can proceed immediately.

MOTION: A motion was made by David Pickel, seconded by Justin Green
Move to Approve Ordinance No. 3900
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

D. 25-1604 Consideration, discussion, and possible approval of an emergency measure for Ordinance No. 3900; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Cindy Arnold, Director of Finance, presented Item 25-1604, an emergency clause for Ordinance No. 3900.

MOTION: A motion was made by Lisa Ford, seconded by Justin Green
Move to Approve an emergency measure for Ordinance No. 3900
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

12. Remarks and Inquiries by Governing Body Members

Council members thanked staff for an excellent Christmas kickoff event, noting the decorations, vests, sweatshirts, and even artificial snow. They reminded the public that the Christmas parade will be on December 6 at 10:00 a.m. and wished everyone a happy Thanksgiving. They congratulated the Pride of Broken Arrow for placing fourth at Grand Nationals and mentioned the Rotary Pancake Breakfast before the parade.

Members also highlighted the excitement around the Trader Joe's ribbon cutting, emphasizing that its sales tax revenue will now stay in Broken Arrow. They encouraged residents to "shop BA," shared anecdotes about the large turnout and student participation, and joked about converting cheer chants to "Buy BA." The discussion closed with light remarks about upcoming travel and staff holding down the fort.

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

City Manager Michael Spurgeon clarified that appointment letters for the new Downtown Master Plan Advisory Committee are already prepared and will be sent within days. He praised staff for the dramatic growth of the Christmas kickoff event over the past decade, noting how it now stretches farther north along Main Street with rising vendor interest and attendance. He expressed interest in expanding holiday programming in New Orleans Square next year, emphasizing the need for early planning.

He also highlighted upcoming trail progress, announcing that ODOT is expected to award the next phase of the First Place trail—from New Orleans to Washington—in January, moving the city closer to creating a continuous route from downtown to the Liberty Trail and ultimately linking into the regional Tulsa trail network.

Finally, he commended the police chief for significantly negotiating down the long-term cost of the new Drone-as-First-Responder program. He described witnessing an Amazon drone delivery in Phoenix the day before, saying it reinforced why adopting drone technology is an essential step for Broken Arrow's Real-Time Information Center, improving officer safety and providing critical on-scene intelligence within about 70 seconds.

Council member Ford thanked City Manager Spurgeon for pushing to renegotiate the drone contract and emphasized the importance of protecting taxpayer dollars. City Manager Spurgeon agreed, noting the need to justify any long-term budget impact and praising the Chief for successfully lowering the cost. He said the drone program will be a significant step forward for public safety and that it should be actively communicated to residents, anticipating curiosity and questions once drones are in the air. He added that the program will ultimately benefit police, fire, and, potentially, emergency management, and may require additional personnel and equipment over time.

Council members noted that even though the drones will operate under the police department, multiple city departments could use them. Discussion then shifted to New Orleans Square, where mayor Wimpee floated the idea of a pop-up holiday market with small vendor sheds. City Manager Spurgeon said it would be difficult to pull off this year, but staff will begin developing proposals for next year, along with a marketing plan.

He also shared holiday updates: veterans' banners will be installed at the Events Park, electrical hookups have been completed, and the city will explore adding holiday lighting there next year to complement the amphitheater and expand seasonal programming.

14. Executive Session - NONE

15. Adjournment

The meeting was adjourned at 7:45 p.m.

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

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

_____ _____

Mayor City Clerk

City of Broken Arrow

Request for Action

File #: 25-1672, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

Title:
Acceptance of Planning Commission meeting minutes of November 6, 2025

Background:
The minutes of the Planning Commission meeting held November 6, 2025 were approved by the Planning Commission on November 20, 2025.

Cost: Approximately $30.00

Funding Source: Community Development Operational Fund

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: 11-06-2025 Planning Commission Minutes

Recommendation:
Accept minutes of Planning Commission meeting held November 6, 2025.

City of Broken Arrow

Minutes

Planning Commission

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

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

Thursday, November 6, 2025 5:30 p.m. Council Chambers

1. Call to Order

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

2. Roll Call

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

3. Old Business - NONE

4. **Consideration of Consent Agenda**

A. 25-1574 Approval of Planning Commission meeting minutes of October 23, 2025

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

5. Consideration of Items Removed from Consent Agenda - NONE

6. Public Hearings

A. 25-1570 Public hearing, consideration, and possible action regarding SP-002459-2025 (Specific Use Permit), Harvest Church, 6.58 acres, AG (Agricultural) to CG (Commercial General) via BAZ-002238-2025, located at the northwest corner of New Orleans Street (101st Street) and 9th Street (177th E. Avenue/Lynn Lane Road)

Mackenzie Hackett, Staff Planner, presented Item 25-1570, a public hearing and possible action on SP-002459-2025 for Harvest Church, involving 6.58 acres at the northwest corner of New Orleans Street and 9th Street. The request seeks a specific use permit to allow a place of assembly on property that was rezoned from Agricultural to Commercial General (via BAZ-00238-2238) earlier in 2025. The Planning Commission heard the rezoning request on June 26, 2025, and the City Council approved it on July 14, 2025.

A portion of the property will be developed as a place of worship, which requires a specific or conditional use permit under the Commercial General zoning district. City staff reviewed the request in relation to the Comprehensive Plan, surrounding land uses, and site context, and recommends approval of SP-002459-2025 as presented.

MOTION: A motion was made by Jaylee Klempa, seconded by Mindy Payne
Move to Approve Item 25-1570 SP-002459-2025 (Specific Use Permit), Harvest Church, 6.58 acres, AG (Agricultural) to CG (Commercial General) via BAZ-002238-2025, located at the northwest corner of New Orleans Street (101st Street) and 9th Street (177th E. Avenue/Lynn Lane Road)
The motion carried by the following vote:
Aye: 4 - Mindy Payne, Jaylee Klempa, Jason Coan, Robert Goranson

B. 25-1573 Public hearing, consideration, and possible action regarding PUD-002465-2025, major amendment to PUD-193, 17.14 acres, IL (Industry Light) and PUD-193, located approximately ½ mile south of Washington Street (91st Street) and approximately ½ mile east of Evans Road (225th E Avenue)

Jose Jimenez, Planner II, presented Item 25-1573, a public hearing and possible action on PUD 002465-2025, a significant amendment to PUD 193, covering 17.14 acres zoned Industrial Light and PUD 193. The site is located about one-half mile south of Washington Street (91st) and one-half mile east of Evans Road (225th East Avenue).

The proposed amendment modifies the allowed use types for the northern portion of the eastern area of the PUD by removing the current exclusion of outdoor storage and permitting it as an allowed use. Outdoor storage is permitted in the Industrial Light zoning district, where storage yards are allowed uses. All other provisions of PUD 193 remain unchanged.

FEMA maps show that the property lies outside the 100-year floodplain, and both water and sanitary sewer services are available from the City of Broken Arrow. Based on the site's location and surrounding industrial land uses, staff recommends approval of PUD 002465-2025.

During the discussion, council members confirmed with staff and the applicant that the request was for outdoor storage to be permitted under the PUD amendment. The applicant clarified that the intent was to allow storage for items such as boats, campers, and RVs—not vehicles or materials typically associated with industrial use.

Mark Capron of Wallace Design Collective confirmed that the PUD amendment was meant to add outdoor storage as an allowed use since the original PUD didn't include it. Council members sought clarification on what "materials" meant, expressing concern about debris or industrial materials being stored on-site.

Property owner Carl Graham explained that the site would operate as an RV and trailer storage facility—not for construction materials or semi-trailers—and that customers would be "discerning," storing well-kept vehicles. He confirmed that the property would be gravel and that only the east tract (Block 1, Lot 1) was included in the amendment, leaving the western tract unchanged. Council members agreed the amendment aligned with the applicant's intent, with no further objections raised.

MOTION: A motion was made by Jason Coan, seconded by Jaylee Klempa
Move to Approve Item 25-1573 PUD-002465-2025, major amendment to PUD-193, 17.14 acres, IL (Industry Light) and PUD-193, located approximately ½ mile south of Washington Street (91st Street) and approximately ½ mile east of Evans Road (225th E Avenue)
The motion carried by the following vote:

Aye: 4 - Mindy Payne, Jaylee Klempa, Jason Coan, Robert Goranson

7. Appeals - NONE

8. General Commission Business

A. 25-1568 Approval of a modification to Section 4.1(t) of the Land Subdivision Code for IOS Land Company, approximately 40 acres, IL (Industrial Light)/PUD (Planned Unit Development) 001521-2024, north of Houston Street (81st Street), one-quarter mile west of 23rd Street (193rd E. Avenue/County Line Road)

Mackenzie Hackett, Staff Planner, presented Item 25-1568, a request for a modification to Section 4.1 of the Land Subdivision Code for the Iowa's Land Company development, covering roughly 40 acres zoned Industrial Light with PUD 1521-2024, north of Houston Street and west of County Line Road. The applicant plans to construct a through street connecting to industrial property to the north (PUD 289), but until the northern portion is built, their section would temporarily end in a cul-de-sac.

Because the subdivision code limits cul-de-sac length to 550 feet, and this temporary segment would measure 1,215 feet, staff asked the Planning Commission to approve a modification allowing the longer cul-de-sac. Staff concluded the extended design was necessary for future connectivity and industrial traffic flow and recommended approval.

During the discussion, commissioners confirmed that the proposed street extension would ultimately connect through to College Street and function as a public thoroughfare, not a private road. Staff noted that the plat had previously gone before the Planning Commission and would return with updated right-of-way and lot dimensions reflecting the extended street.

Commissioners remarked that the connection would help relieve traffic pressure on County Line Road, and staff agreed it was a beneficial addition for industrial circulation. The applicant, present at the meeting, expressed full support for the modification.

Commissioners asked whether any traffic-calming measures, such as speed bumps, had been discussed to prevent speeding. Staff explained that the street's jog in alignment should naturally discourage high speeds and that additional calming features could be considered later if needed. Still, they were not part of this specific subdivision code modification. The Commission concluded that the proposed design would be sufficient for now.

MOTION: A motion was made by Robert Goranson, seconded by Jaylee Klempa
Move to Approve Item 25-1568Approval of a modification to Section 4.1(t) of the Land Subdivision Code for IOS Land Company, approximately 40 acres, IL (Industrial Light)/PUD (Planned Unit Development) 001521-2024, north of Houston Street (81st Street), one-quarter mile west of 23rd Street (193rd E. Avenue/County Line Road)
The motion carried by the following vote:

Aye: 3 - Mindy Payne, Jaylee Klempa, Robert Goranson
Nay: 1 - Jason Coan

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

Chairman Robert Goranson raised a procedural question about when the Planning Commission reviews landscaping plans, noting that some projects—such as certain PUDs or commercial sites like QuikTrip—include them, while others do not. Staff responded that the requirement varies depending on project type and code requirements, but agreed to clarify the process.

Commissioner Mindy Payne followed up with a question about the cell tower near Buffalo Wild Wings and 71st Street, recalling that landscaping was to be coordinated with staff. Staff confirmed that City Council approved the item on October 7th, consistent with the Planning Commission's and staff's recommendations, and that landscaping should be included as part of that approval.

Commissioners briefly discussed their shared interest in ensuring attractive landscaping for new developments, joking about "making it pretty" and maintaining community aesthetics.

Before adjournment, Commissioner Jason Coan took a moment to commend city staff for recent maintenance work, specifically noting the street sweeper operating in neighborhoods for the first time in years. Other commissioners expressed appreciation, recognizing that such upkeep helps keep debris and grass clippings out of the storm drains and contributes to the overall community appearance.

10. Adjournment

The meeting was adjourned at 5:48 p.m.

MOTION: A motion was made by Mindy Payne, seconded by Jaylee Klempa
Move to Adjourn
The motion carried by the following vote:

Aye: 4 - Mindy Payne, Jaylee Klempa, Jason Coan, Robert Goranson

City of Broken Arrow

Request for Action

File #: 25-1673, **Version:** 1

City of Broken Arrow City Council
Meeting of: 12/02/2025

Title:
Acknowledgement of submittal of the revised Manual of Fees for FY 26

Background:
The city council approved the revised Manual of Fees by Resolution 1704 on September 16, 2025. It was later identified that several changes had been missed, prompting the finance team to provide an amended version that reflects necessary adjustments to reflect uniformity within Community Development section. The resolution also grants the city manager the authority to make periodic adjustments as needed, but for transparency purposes staff felt that it should be brought back to council for acknowledgment.

Cost: $0

Funding Source: N/A

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: List of changes, Amended Manual of Fees

Recommendation:
Acknowledgement of submittal of the revised Manual of fees for FY 26

CITY OF BROKEN ARROW
MANUAL OF FEES

Effective:
December 2, 2025

City of Broken Arrow Fees

Table of Contents

1. Community Development fees 3

- Infrastructure Inspection Fees
- Trade Permits for Residential Construction
- Trade Permits (Includes One Inspection)
- Building Inspections
- Electrical Inspection Fees
- Plumbing Inspection Fees
- Mechanical Inspection Fees
- Automatic Fire-Extinguishing System Inspection Fees
- Automatic Fire Alarm System Inspection Fees
- Fire And Life Safety Code Inspections For New Construction and/or Renovations Requiring a Building Permit
- Sign Permit Fees
- Miscellaneous Permit Fees
- Easements, Vacations & Rights-Of-Ways
- Annexation Fees
- Comprehensive Plan Fees
- Zoning Application Fees
- Specific Use Fees
- Planned Unit Development (PUD) Application Fees
- Platting/Development Fees
- Engineering Plan Review
- Site Plan Fees/Landscape Plan Fees
- Board of Adjustment
- Miscellaneous Fees
- Zoning Clearance Permit
- Small Cell Wireless Facility
- Water Meter Tap Fees
- Non-Metered Taps
- Street Crossing for Water Meter Inside City

2. Cemetery Fees 11

3. Contractor Registrations 12

4. License/Registration Fees (Others) 12

5. Utility Charges 14

- Water Service Initiation Fee Charge
- Application for Service Deposit Charge
- Water Service Transfer Charge
- Temporary/Construction Meters Service Charges
- Meter Testing Charges
- Charges Associated with Discontinuation of Service
- Reread and Leak Test Charges
- Water Rates
- Special Contract Water Rates
- Stormwater Fees
- Streetlight Fee
- Flat Service Sanitary Sewer Fees for Customers That Don't Receive City Water
- Industrial Pretreatment Charges and Fees
- Solid Waste and Recycling Rates

6. Parks and Recreation Fees 18

- City Facilities Rentals
- Special Event Fees
- City Swimming Pool Fees
- Shelters
- Battle Creek Golf Course Fees

7. Fire Department Fees 20

- Emergency Medical Services
- Life Ride Membership Fees
- Fire Runs for Outside City Limits

8. Copy and Search Fees 21

1. COMMUNITY DEVEVELOPMENT FEES

INFRASTRUCTURE BONDS

Public Improvement / Utility Bonds	100% performance and maintenance bonds only. Expiration date of bonds to be one (1) year from the date of-on all improvements except sidewalk. Sidewalks require performance acceptance by the City.

INFRASTRUCTURE INSPECTION FEES

Infrastructure Inspection Fee; Special Conditions	$300.00 (minimum) per 4-hour block for inspections that occur on holidays or more than 2 years after start of construction.

BUILDING PERMIT FEES

Plan Review and Application fee residential $103.00
Plan Review and Application Fee commercial $180.00
Revised Commercial Plan Review $ $103.00

Total Area	**Permit Fees**
Less than 200 square feet	$68.00
200 square feet to 499 square feet	$103.00
500 square feet to 999 square feet	$153.00
1,000 square feet to 1,499 square feet	$211.00
1,500 square feet to 1,999 square feet	$273.00
2,000 square feet to 2,499 square feet	$330.00
2,500 square feet to 2,999 square feet	$512.00
3,000 square feet to 3,499 square feet	$596.00
3,500 square feet to 3,999 square feet	$682.00
4,000 square feet to 4,499 square feet	$739.00
4,500 square feet to 4,999 square feet	$823.00

5,000 square feet or more = the square footage × $46.00 × 0.33 × 0.01 plus $108.00	
*Multi – Story Building Calculated on Total Square Footage of All Floors.	
Parks & Recreation Fee (Collected with Building Permit)	For single family home = $195.00 + $55per bedroom or duplex houses = per bedroom $195.00 + 55 per For Multi-family home -$315.00/structure + $53.00 per bedroom
Room additions and remodels	$3.47 × est. cost × .001 + $45.00 or a $53.00 minimum
Swimming pools and spas:	$3.47 × est. cost × .001 + $45.00
Storage buildings to follow above table	(based on sq. ft.)
Pod (commercial) 10 days prior & 10 days post const. (180 max.)	$68.00
Pod (residential) 30 days max.	$68.00
Storm shelters	$68.00
Retaining wall (3' height or greater)	$68.00
Fuel tanks (in-ground/above ground) installation or removal	$2.69 per $1,000 plus $55..00
Canopy, patio covers, and decks	$.45 per square foot + $55.00
Temporary buildings or tents	$155.00
Mobile/manufactured homes	$90.00
Job Trailers	$90.00
Recreational Vehicles (3 days plus extension: 10 day max.)	$68.00
Demolition permit (residential/commercial) structure	$90.00
Automatic fire-extinguishing system/fire suppression system permit	$68.00
Fire alarm system permit	$68.00
Temporary certificate of occupancy	$77.00
Reissuance of Certificate of Occupancy	$27.00
Data Retention Fee	$5.15 per permit
Permit Reinstatement	$52.00
Work started without a permit	$155.00

Oklahoma Uniform Building Code Commission (OUBCC) fees in addition to the above: state $4.00 and city $0.50

TRADE PERMITS FOR RESIDENTIAL CONSTRUCTION

Square foot	1,000–1,499	1,500–1,999	2,000–2,499	2,500–2,999	3,000–3,499	3,500–3,999	4,000–4,499	4,500 or greater
Trade⇓								

Electric*	$237.00	$247.00	$258.00	$269.00	$298.00	$342.00	$460.00	$625.00
Mechanical*	$129.00	$155.00	$179.00	$179.00	$257.00	$257.00	$334.00	$334.00
Plumbing*	$267.00	$344.00	$363.00	$461.00	$461.00	$525.00	$587.00	$713.00
Gas Pipe	$42.00	$44.00	$46.00	$52.00	$58.00	$58.00	$58.00	$58.00
Gas Meter	$31.00	$31.00	$31.00	$31.00	$31.00	$31.00	$31.00	$31.00

*** Permit fee includes all required inspections**

TRADE PERMITS (INCLUDES ONE INSPECTION)

Backflow preventer (replacement or repair)	$68.00
Irrigation Installation Permit	$68.00
Trade permit (replacement or repair)	
Plumbing	$68.00
Electrical	$68.00
Mechanical	$68.00
Building (not specified elsewhere)	$68.00
Permit Reinstatement Fee	$52.00

BUILDING INSPECTIONS

Walk-Thru Inspection	$88.00
Disapproved Inspection Fee	$67.00

ELECTRICAL INSPECTION FEES

Electric Service per meter	$31.00
Rough-in inspection	$31.00
Circuits added to existing building or structures	$31.00
Any motor not included in the schedule of devices	$31.00
Luminous tube signs, border lights or outline lighting, per transformer	$31.00
Elevators, in addition to fee for motors, each elevator	$31.00
Rectifiers	$31.00
Electrical work done in/on structures composed wholly/partially of canvas	$31.00
Temporary power connections (saw poles, etc.)	$31.00
All work not covered elsewhere in this schedule	$31.00
Final inspection	$31.00
Disapproved inspection fee	$67.00
Walk-thru inspection	$88.00
Work started without a permit, plus cost of permit	$155.00

PLUMBING INSPECTION FEES

Gas meter	$31.00
Gas piping per meter	$31.00
Sewer connection to riser	$31.00
Sewer tap	$31.00
New water connection	$31.00
Rough plumbing inspection	$31.00
Top-out inspection	$31.00
Backflow preventer	$31.00
Control valve and head installation when required by inspection division	$31.00
Final inspection	$31.00
All work not covered elsewhere in this schedule	$31.00
Disapproved inspection fee	$67.00
Underground Fire line piping inspection	$31.00
Underground Fire line 150 lb. pressure test	$31.00
Underground Fire line blocking inspection	$31.00
Underground Fire line riser inspection	$31.00
Walk-thru inspection	$88.00
Work started without a permit, plus cost of permit	$155.00

MECHANICAL INSPECTION FEES

Gas meter	$31.00
Gas piping, per meter	$31.00
Heating	
Each appliance	$31.00
Ducts, per system, per trip	$31.00
Residential HVAC change-out of furnace, coil, and/or condenser	$31.00
(first system inspection fee is included in permit fee)	$31.00
Temporary gas service for construction purposes	$31.00
Air compressors and tanks, per receiver	$31.00
Pressure vessels	$31.00
Refrigeration unit, per unit	$31.00
Hot and/or chilled water piping, per coil	$31.00
Replacement of any major part of a mechanical system	$31.00
Inspections call on work to be concealed, per trip	$31.00
Final inspection	$31.00
All work not covered elsewhere in this schedule	$31.00
Disapproved inspection fee	$67.00
Walk-thru inspection	$88.00

Work started without a permit, plus cost of permit	$155.00

AUTOMATIC FIRE-EXTINGUISHING SYSTEM INSPECTION FEES

Automatic fire-extinguishing system inspections	$31.00
All work not covered elsewhere in this schedule	$31.00
Fire suppression above ground	$31.00
50% installation inspection	$31.00
Final inspection	$31.00
Disapproved inspection fee	$67.00
Walk-thru inspection	$88.00
Work started without a permit, plus cost of permit	$155.00

AUTOMATIC FIRE ALARM SYSTEM INSPECTION FEES

All work not covered elsewhere in this schedule	$31.00
Final inspection	$31.00
Disapproved inspection fee	$67.00
Walk-thru inspection	$88.00
Work started without a permit, plus cost of permit	$155.00

FIRE AND LIFE SAFETY CODE INSPECTIONS FOR NEW CONSTRUCTION AND/OR RENOVATIONS REQUIRING A BUILDING PERMIT

Inspections not covered elsewhere in this schedule	$31.00
Final inspection	$67.00
Disapproved inspection fee	$88.00
Walk-thru inspection	$85.00
Work started without a permit, plus cost of permit	$150.00

SIGN PERMIT FEES

Permanent ground sign - Height under 12 feet	$124.00
Permanent ground sign - Height 12 feet to 20 feet	$232.00
Permanent ground sign – Height 20 feet & higher	$345.00
Accessory/Secondary Ground Sign	$52.00
Wall sign – Principal Sign	$93.00
Wall sign – Secondary/Additional wall signs	$52.00
Awnings/Canopy sign	$52.00
Construction sign	$52.00
Copy Change, Remove & Rehang	$62.00
Temporary/Banner/Inflatable/Mobile Ground sign	$62.00
Work started without a permit, plus permit cost	$155.00

MISCELLANEOUS PERMIT FEES

Recreational fire	No Fee
Residential burn permits (less than 5 acres)	$57.00
Burn permit (5 acres or greater) i.e., agricultural	$103.00
Commercial burn permit	$155.00
Commercial fireworks display	$113.00
Parking lot (new, addition or renovation)	$103.00
Curb cut/street cut	$103.00
Liquefied petroleum gas equipment	$68.00
Blasting permit, per day	$45.00
Application for Temporary Use Permit	$58.00
Generator Permit (Permanent Installation)	$68.00
Special Assessment	$52.00
Grease Interceptor	$77.00
Sanitary Sewer Tap: Residential/Commercial new tap on main line	$48.00
Solar Panel	$155.00
Famers Market Yearly Fee	$41.00
Farmers Market fee per market date	$21.00/per market date

EASEMENTS, VACATIONS & RIGHTS-OF-WAYS

Closure of Easement & Right-of-Way (Proposed Construction)	$1,000.00 (Non-Refundable)
Closure of Easement & Right-of-Way (Existing Encroachment	$1,000.00 (Non-Refundable)
Closure of Easement & Right-of-Way (General)	$1,000.00 (Non-Refundable)
Encroachment Agreement	$500.00 (Non-Refundable)
Vacation of Plat	$1,000.00 (Non-Refundable)
Notice of Easement or Right-of-Way Closing	$6.00 per mailing label
Filing Fee	$15.00 for the first sheet $2.00 for each additional sheet
Application Review Fee	$25.00

ANNEXATION FEES

Annexation or De-annexation	$ 550.00

*+ $6.00 per mailed notice

COMPREHENSIVE PLAN FEES

Comprehensive Plan Change or Amendment	$412.00

***+ $6.00 per mailed notice**

ZONING APPLICATION FEES

Zoning Application Fee	$258.00

***+ $6.00 per mailed notice**

SPECIFIC USE FEES

Specific Use Permits	$386.00

***+ $6.00 per mailed notice**

PLANNED UNIT DEVELOPMENT (PUD) APPLICATION FEES

New Application	$386.00
Major Amendment	$386.00
Minor Amendment	$335.00

***+ $6.00 per mailed notice**

PLATTING/DEVELOPMENT FEES

Preliminary Plat Application	~~$~~206.00+15.00per lot
Conditional Final Plat Application	$206.00+15.00 per lot
Plat Filing/Release Fee	$206.00+15.00 per lot

ENGINEERING PLAN REVIEW

Engineering Plan Review:	**Fee**
First Submittal Administration Fee	$200
Initial Plan Review Fee (Per Page)	$100 *
Additional Reviews Fee (Per Revised Page)	$100 **
Stormwater Prevention Pollution Plan Review Fee (Per Review)	$100
Detention Report (Hydrology Analysis) Review Fee (Per Review)	$100
Addendum for NET Plans(per revised pages)	$100.00
Submittal to DEQ for water and sanitary sewer packages	$25.00

***Schematic Sheets, not required to be signed and sealed may be excluded from the fee**

****Sheets specifically identified to be revised by the reviewer**

SITE PLAN FEES/LANDSCAPE PLAN FEES

First Submittal Administration Fee	$100.00 *
Site Plan/Landscape Plan	$100.00 *

***Plan reviews requiring engineering reviews will use the engineering plan review fees schedule.**

BOARD OF ADJUSTMENT

Board of Adjustment	$375.00*

***+ $6.00 per mailed notice**

MISCELLANEOUS FEES

Newspaper Publication Fee	175.00
Public Hearing Appeals	$154.00
Lot Split	$129.00
Lot Combination	$129.00
Limit of No Access (LNA)	$129.00
Zoning Verification Letter and Record's Request	$75.00
Excess Capacity Fee (Final Plat)	$700.00 per acre
Street signs	$175.00 per sign
Replacement Key	$25.00
Honorary Street Sign – 6" sign	$90.00
Honorary Street Sign – 9" sign	$105.00
Sidewalk Escrow* *Fee applies where sidewalk escrow is approved by Community Development and Engineering & Construction Departments in lieu of sidewalk installation	$65.00 per square yard

ZONING CLEARANCE-COMPLIANCE

Permit Application/Review Fee Penalty	$100.00 (Non-Refundable)

SMALL CELL FACILITY

Small Cell Wireless	$350.00

WATER METER TAP FEES

Tab Size (in inches)	Cost
¾"	By Plumber $411.00 City Crew $1,244.00
1"	By plumber$530.00 City Crew $1,409.00
1½"	Irrigation $3,274.19 Domestic $6,492.00
2"	Irrigation $4,109.00 Domestic $7,421.00
2" for Automatic Flushing Device (AFD)	$4,109.00
3"	$15,930.00
4"	$17,256.00
6"	$22,357.78
8" or larger	Reimbursement of the actual cost of materials and labor to the City of Broken Arrow
¾ meter Restocking Fee	$125.00
1' Meter restocking Fee	$162.00

NON-METERED TAPS

Reimbursement of the actual cost of materials and labor

Tap Type/Line Size	*4" to 12"*	*greater than 12" to 24"*
Main line or fire line taps	$2600.00 Escrow	$3,700.00 Escrow
Greater than 24"	Actual cost	Actual cost

STREET CROSSING FOR WATER METER INSIDE CITY

Line Size	Permit Fees
3/4"	$953.00
1"	$1,006.00
1 1/2" or larger	Reimbursement of the actual cost of materials and labor to the City of Broken Arrow
Rock crossings @ contractor's expense	Maximum crossing distance is 37 feet.

2. CEMETERY FEES

Grave Space for City of Broken Arrow Residents	$1919.00
Grave Space for non-residents	$3,094.00
Grave Opening or closing	$1,324.00
Opening for cremation interment at grave site	$743.00
Disinterment,	$2,474.00
Babyland grave space	$123.00
Babyland grave opening or closing	$123.00
Monument settings per square inch	$.71
Overtime fee	$619.00
Saturday service fee	$619.00
Deed for transfer for tradition or cremation niche	$33.00
Single Occupancy Cremation Niches (includes opening/closing and engraving)	
Center Columbarium, Bottom Row	$1447.00
Center Columbarium, Second Row UP	$1570.00
Center Columbarium, Third Row Up	$1688. 00
Center Columbarium, Fourth Row Up	$1810.00
Center Columbarium, Fifth Row Up	$1932.0
Center Columbarium, Top Row	$2053.0 0
Wing or 48 Niche Columbarium, Bottom Row	$1447.00
Wing or 48 Niche Columbarium, Second Row Up	$1570.00
Wing or 48 Niche Columbarium, Third Row Up	$1810.00

Wing or 48 Niche Columbarium, Top Row	$1932.00
Memorial bench (Order item)	Retail price plus setting fee
Niche space for non-resident	$303.00
Change a previously owned or occupied single niche to a double (includes additional opening/closing, additional engraving, and deed change) (May require urn charge)	$354.00 (plus cost of replacement front panel if required 0
Purchase niche as a double (includes additional opening/closing, additional engraving) (Restricted urn size)	$242.00
Columbarium disinterment or re-opening for other reason	$118.00each occurrence

3. CONTRACTOR REGISTRATIONS

Electrical Contractor Registration	$171.00 plus escrow deposit of $500.00	Birthday
Fire Suppression Contractor Registration	$85.00plus escrow deposit of $250.00	Birthday
Fire Alarm Contractor Registration	$85.00plus escrow deposit of $250.00	Birthday
General Contractor/Builder Registration	$85.00plus escrow deposit of $250.00	Birthday
Irrigation Contractor Registration	$171.00plus escrow deposit of $250.00	Birthday
Mechanical Contractor Registration	$171.00plus escrow deposit of $500.00	Birthday
Oversized Load Company Annual Reg	$107.00(*)	Specific date
Roofing Contractor Registration	$171.00 plus escrow deposit of $250.00	Birthday
Plumbing Contractor Registration	$171.00plus escrow deposit of $500.00	Birthday
Sign Contractor Registration	$171.00plus escrow deposit of $250.00	Birthday
Water Tap Contractor Registration	$171.00 plus escrow deposit of $500.00	Annually

*** $12.00 Per Load**

4. LICENSE/REGISTRATION FEES (OTHERS)

License Type	Cost/year	Expiration
Transfer Ambulance Service Annual License	$515.00	One Year
Adopt-A Mile fee	$50 for businesses and $25 for individuals and non-profits	One Year
Animal Adoption Fee	$65.00	
Animal Hobbyist Permit	$60.00	Sept. 30th
Certificate of Compliance	$31.00	
Curbside Recycle (Business License)	$238.00	one year

Exotic Animal	$119.00	Specific dates
Food License Establishment	Per County	June 30th
Food License Vehicle	Per County	June 30th
Gated Community	$31.00	Dec. 31st
Hotel/Motel Operation Fee	$31.00	Dec 31st
House Movers	$119.00	Sept. 30th
Limousine Driver	$15.00 per person	April 30th
Limousine Service	$30.00 per vehicle	April 30th
Medical Marijuana-Dispensary-initial Medical Marihuana-Dispensary- renewal	$1030.00 $773.00	Sept 30th
Medical Marijuana-Grower-initial Medical Marijuana-Grower- renewal	$1030.00 $773.00	Sept 30th
Medical Marijuana-Processor-initial Medical Marijuana-Processor-renewal	$1030.00 $773.00	Sept 30th
Mobile Food Vendor: See Vendor		
Motor Vehicle Escort Guide	per vehicle $30.00	April 30th
Occupation Fee/Hotel Beverage License	$980.00	one year
Occupation Fee/Hotel Beverage License Renewal	$880.00	one year
Occupation Fee/Beer & wine License	$500.00	one year
Occupation Fee/Beer & wine Renewal	$450.00	one year
Occupation Fee/Caterer License (w/occasional liquor	$1,005.00	one year
Occupation Fee/Caterer Renewal	$905.00	one year
Occupation Fee/Brewer License	$1,225.00	one year
Occupation Fee/Brewer Renewal	$100.00	one year
Occupation Fee/ Small Brewer	$100.00	One year
Occupation Fee/ Small Brewer Renewal	$100.00	One year
Occupation Fee/Distiller License	$3100.00	one year
Occupation Fee/Liquor Store/Retail Package Store	$880.00	April 30th
Occupation Fee/Mixed Beverage	$1,005.00	April 30th
Occupation Fee/Mixed Beverage Renewal	$905.00	April 30th
Occupation Fee/Mixed Beverage-Caterer combo license	$1,250.00	one year
Occupation Fee/Rectifier (blended alcohol)	$3,125.00	one year
Occupation Fee/Special Event Beer/Liquor	$55.00	Specific dates
Occupation Fee/Wholesaler (spirits, wine, strong beer)	$2,975.00	one year
Occupation Fee/Winemaker (out of state applicant)	$600.00	one year
Occupation Fee/Oklahoma winemaker	$50.00	one year
Pawn Broker	$58.00	April 30th

Peddler/Solicitors License	$52.00per company plus $5.00 per card	up to 60 days/180days maximum
Public Dance Establishment	$238.00	one year
Recreation Center for Adults	$238.00	one year
Recreation Center for Family	$238.00	one year
Sexually Oriented Business License Application, Application Renewal and Investigation Fee	$1190.00	one year
Sexually Oriented Business Annual License Fee	$541.00	one year
Sexually Oriented Business Employee Application and Renewal Fee	$163.00	one year
Shooting Range	$62.00	one year
Short Term Rental	$515.00	One year
Trash Service (Refuse)	$238.00	April 30th
Taxi Cab	$41.00/vehicle	April 30th
Taxi Cab Driver	$15.00/person	April 30th
Vendor – Mobile	$31.00	Per year
Vendor - Push Cart	$31.00	Per year
Vendor – Stationary	$31.00	per year

5. UTILITY CHARGES

WATER SERVICE INITIATION FEE CHARGE

Initiation Fee and Transfer Fee	*Fee*
Single Family	$30.00
Multifamily/Commercial/Office/Light Industrial	$30.00
Location Transfer	$30.00

APPLICATION FOR SERVICE DEPOSIT CHARGE

Location Type	*FEE*
Single Family	$100.00
Multifamily/Commercial/Office/Light Industrial	Based on consumption
Heavy Industrial/Park/Cemetery/Golf Course	$225.00

TEMPORARY/CONSTRUCTION METERS SERVICE CHARGES

Service	*Fee*
Meter Deposit	$1,500
Initiation fee	$30.00
Daily Rental	$5.00

Note: Only City-issued construction meters are authorized to be connected to a City fire hydrant.

METER TESTING CHARGES

Meter Size (in inches)	*Fee*
3/4”	$50.00
1	$50.00
Over 1 “	Reimbursement of the actual cost to the City of Broken Arrow for material and labor

CHARGES ASSOCIATED WITH DISCONTINUATION OF SERVICE

Type of Charge	*Fee*	
Returned Check /Insufficient funds	$30.00	
Delinquent fee	$75.00	
Water meter replacement	Cost of Labor and Materials	
Replacement of water meter box	$150.00	
Broken Lock	$75.00	
Broken Loops/Stop	$150.00	
Meter Pull	$60.00	
AMR Register	$210.00	
AMR Antenna	$30.00	
Water Line Tampering	$100.00	
Charges associated with replacement of water meter vaults	Cost of Labor, Materials, and equipment	
** service performed after normal working hours, add $75.00*		

REREAD AND LEAK TEST CHARGES

Type of Charge	*Fee*
Leak test and reread charge (AMR graph provided)	$60.00

WATER RATES

Water Meter Size	*Inside City Limits*	*Outside City Limits*
3/4 inch or less in size	$13.05	$14.40
1 inch	$14.25	$15.85
1 1/2 inch	$18.90	$20.90
2 inch	$26.50	$29.20

3 inch	$59.50	$66.00
4 inch	$97.00	$108.50
6 inch	$113.00	$119.00
8 inch	$159.00	$168.00
10 or more inches	$214.00	$226.00
Volume water charges per 1,000 gallons	Inside City Limits	Outside City Limits
Residential	$6.86	$7.84
Commercial	$6.86	$7.84
Parks/Cemeteries/Golf Courses	~~$~~9.37	None

SPECIAL CONTRACT WATER RATES

Base Charge for meter used during limited term	$133.06 per month
Default Charge Per 1,000 gallons or fraction thereof	$6.42
Customer takes less than 50% during peak months	$6.37
Customer takes 50% or more during peak months	$7.28
Emergency Service with no contract	$8.75
Peak Months: June, July, August, September	*rates are Per 1,000 gallons or fraction thereof*

STORMWATER FEES

Stormwater Monthly Drainage System Service Charge	$10.72 for each equivalent service unit assigned to a lot, tract or parcel of real estate
Fee-in-Lieu of Detention Rate	$.48 per square foot of increased impervious area added to the property
Stormwater Development Fee	$120.64
Floodplain Development Fee	~~$~~180.94
Earth Change Fee	$120.64

STREETLIGHT FEE

Streetlight Fee	$ 2.50

SANITARY SEWER RATES

Water Meter Size	*Inside City Limits*	*Outside City Limits*
3/4 inch or less in size	$16.65	$17.85

1 inch	$18.30	$19.70
1 1/2 inch	$24.10	$26.00
2 inch	$32.50	$37.20
3 inch	$76.50	$83.00
4 inch	$125.00	$135.50
6 inch	$146.00	$150.00
8 inch	$205.00	$211.00
10 or more inches	$275.00	$283.00
Volume charges per 1,000 gallons Residential Commercial Contract		
Residential	$6.46	$7.51
Commercial	$7.07	$7.86
Contract	$7.36	None

FLAT SERVICE SANITARY SEWER FEES
FOR CUSTOMERS THAT DON'T RECEIVE CITY WATER

Flat Service Charge*	$64.10 inside city limits $72.40 outside city limits

* Applies to residential customers only. Outside City service and volume charges will apply to non-residential customers.

INDUSTRIAL PRETREATMENT CHARGES AND FEES

Type of Charge	*Inside City Limits*	*Outside City Limits*
Permit Application Fee	$400.00	$600.00
Biannual Permit Renewal	$400.00	$600.00
Monitoring, Inspecting, Surveillance*	$50.00	$50.00
Appeal Processing Fee (per appeal)	$50.00	$50.00
Biochemical Oxygen Demand (BOD) Surcharge (per pound)	$0.50	$0.59
Total Suspended Solids (TSS) Surcharge (per pound)	$0.16	$0.19
Oil and Grease Surcharge (per pound)	$0.16	$0.19
Hauled septic/industrial waste	$65.00 per 1,000 gallons	$65.00 per 1,000 gallons
*this fee is in addition to direct charges for testing by independent laboratories if required		

SOLID WASTE AND RECYCLING CHARGES

Residential Fee (regardless of Cart size)	$26.75

Opt-out of recycling	No reduction of fees
Recycling Cart Contamination	$25.00
Additional refuse cart/month 96- gal size only	$7.50
Additional recycle Cart	$7.50
Refuse cart size change fee	$20.00
Cart add/remove fee	$20.00
Late set out/return service fee	$10.50
Cart Replacement	$55.00 Replacement Cost
Extra bag refuse outside cart	$5.00 per bag
Extra recyclables outside cart-no plastic bags	$5.00
Extra yard waste outside of cart in excess of 20 must be in clear 30 gallon bags	$5.00 per bag
All bags larger than 30 gallons	Charged as 2 bags
Bulky Pick up-maximum volume per set out is 8 cubic yards min charge $40- yard waste can also be scheduled as a bulky pick-up	
Mattress and/or Spring Sets	Call for Bulky
Hot Water Heaters	Call for Bulky
Major Appliances	Call for Bulky
Disassembled Swing Sets	Call for Bulky
Each item of Furniture	Call for Bulky
Loose Brush Pick Ups Per cubic yard	$20.00
Bulk pickup	$20.00 per yard min charge 2 yards

6. PARKS AND RECREATION FEES

CITY FACILITIES RENTALS

Central Park Community Center-1500 S. Main Street	***Resident Fee***	***Non-Resident Fee***
Meeting Room w/o Kitchen	$35.00/hr.	$45.00/hr.
Kitchen Flat Fee	$50 flat fee	$60.00 flat fee
Art Room	$25.00/hr.	$30.00/hr.
Gym #1	$45.00/hr.	$60.00/hr.
Gym #2	$40.00/hr.	$55.00/hr.
Gym #3	$40.00/hr.	$55.00/hr.
Flooring for Gyms	$150.00/event/gym	$200.00/event/gym
Cleanup Deposit	$125.00	$125.00
Nienhuis Park Community Center – 3201 N. 9th Street		
Meeting Room w/Kitchenette	$35.00/hr.	$45.00/hr.
Gym #1	$40.00/hr.	$55.00/hr.
Gym #2	$40.00/hr.	$55.00/hr.
Flooring for Gyms	$150.00/event/gym	$200.00/event/gym
Cleanup Deposit	$125.00	$125.00
Rose District Pavilion Rental	*Resident/Non-Profits*	*Non Residents*

Monday-Sunday	$40.00/hr.	$60.00/hr.
Clean-up Deposit	$250.00	$250.00
Ray Harral Nature Center	***Resident Fee***	***Non-resident Fee***
Meeting Room	$25.00/hr.	$30.00/hr.
Camino Villa **–Park Building**		
Meeting Room	$30.00/hr.	$35.00/hr.
Clean up Deposit	$200.00	$200.00

***$1 million General Liability Insurance Policy may be required depending on activity/event at facility.**

***Fees for the Broken Arrow Community Playhouse, the Main Place, the Broken Arrow Museum and the Broken Arrow Military History Center are set by the organizations who lease these facilities.**

SPECIAL EVENT FEES

Special Event Permit	$25.00
Film Permit Fee	$25.00 per application
Road Closure	$25.00/hr. per employee (2hr min.)
Police Officer ***	$70 hr. per Officer (2 hr. min.)
Building Maintenance (Setup/Event/Teardown)	$25.00/hr. per employee
Fire/Emergency Services***	$50.00/hr. per employee
Event Merchant/Vendor	$30.00per event
Tent or temporary structure	$150.00
Pole Banner installation	$100.00 per block (up to 8 banners)
Mobile Stage (Public Park use only)	$500.00
Health Department Permit*	Per County
Facility Rental	See section related to facility rentals**

***Other permits or licenses may be required depending on regulations from the State or respective County.**

****Deposits may be required**

*****Hourly rate listed is budgetary – time will be billed as an actual expense.**

CITY SWIMMING POOL FEES

Pools	*Daily Fees:*	*Daily Fees:*	*Private Rental:*	*Private Rental:*
	Under 3 free Under 48" 55+	*Over 48"*	*Resident*	*Non-Resident*
Family Aquatic Center-1400 S. Main Street	$5.00	$5.00	$250.00	$350.00

			/hr.	/hr.
Nienhuis Park Aquatic Facility-3201 N. 9th	$5.00	$5.00	$250.00 /hr.	$350.00 /hr.
Country Aire Pool-100 N Fir Ave	$5.00	$5.00	$150.00/hr.	$200.00 /hr.
Pool Punch Cards for Residents Only	10 visits $40.00			
Note: 2 hour minimum on private pool party reservations				

SHELTERS

Park Shelters Reservations	*Resident*	Non-Resident
Jackson, Haskell, Sieling, Events Park, Leisure Park Country Aire, Nienhuis and Central	$15.00/hr.	$25.00/hr.
60 minutes allowance between reservations		

BATTLE CREEK GOLF COURSE FEES

	October 1, 2025
Individual Membership	$233.00 monthly, $2700.00 annually plus tax
Family Membership	$266.33 monthly, $3100.00 annually plus tax
Weekday Membership	$198.83monthly $2,290.00 annually plus tax
Public Rates with Cart	
Regular Rate	$52.00-Weekdays plus tax,$55.00 Weekends & Holidays plus tax
Twilight 2:30pm	plus tax
Seniors 55+ (Weekdays Only)	~~$4~~2.00Vplus tax
Battle Card	$42.00 plus tax, Weekdays $49.00 Weekends & Holidays plus tax
Battle Card (Twilight 1:30)	$34.00
Senior Battle Card	~~$~~49.00 plus tax weekends $37.00 plus tax weekdays
9-hole	$35.00 plus tax Weekdays $28.62 plus tax walking Weekdays $41.34 plus tax Weekends $34.98 tax walking weekends

7. FIRE DEPARTMENT FEES

EMERGENCY MEDICAL SERVICES

Chargemaster Item	***Rate***
ALS1 Emergency/Non-Emergency Base Rate	$1,800.00
ALS2 Base Rate	$2,300.00
BLS Emergency/Non-Emergency Base Rate	$1,300.00

BLS Emergency Charge Per Mile	$18.00
BLS Non-Emergency Charge Per Mile	$18.00

Standby fee for special events $150 for a fire supperssion unit per hour, $100 for an ambulance per hour and $50 per hour each additional firefighter

LIFE RIDE AND OUT OF CITY FIRE SUBSCRIBTION MEMBERSHIP FEES

LifeRide Single Family Household Within City Limits	$77.40 Annual Fee
LifeRide Single Family Household Outside City Limits	$102.00 Annual Fee
LifeRide Apartment Unit	$77.40 Annual Fee
LifeRide Skilled/Unskilled Care Facilities Per Resident	$77.40 Annual Fee
Out of City Fire Subscription –without LifeRide	$90.00 Annual Fee
Out of City LifeRide and Fire Subscribers Reduced Rate	$150.00 Annual Fee

FIRE RUNS FOR OUTSIDE CITY LIMITS

~~F~~ire Suppression for Residential or Commercial Structure Fire (Including mobile homes and out-buildings	$700.00 per truck /per hour
Contract for Fire Protection Services for non-residential/non-agricultural properties	$1,000.00 per truck/per hour
Fire Suppression for Vehicles, Grass or Wildland, Rubbish, Trash, or other	$300.00 per truck per hour
Hazardous Materials Response (plus supplies, contracted mitigation expenses, and mutual aid expenses	$700.00 per truck /per hour
False Alarms/Calls (after two (2) documented false calls in rolling year)	$100.00 per truck/per hour
EMS Calls (Non-Liferide Subscribers) with or without transport (plus expendable EMS equipment	$100.00 per truck/ per hour

Note: minimum billing is one hour per truck; additional time shall be calculated to the nearest quarter hour after first hour. On most structure fires, a minimum of five (5) trucks are dispatched. An expected minimum for any structure fire would exceed $3500.00

8. COPY AND SEARCH FEES

Copies of the Comprehensive Plan, Zoning Ordinance, Land Subdivision Code, Standard Construction Specifications and Development Policy Handbook	$ Direct cost of copying
Copy Charge (8 1/2 x 14 or less)	$0.25 per page
Copy Charge: Special Size Paper (larger than 8 1/2 x 14)	$0.55 per page
Certified copy charge	$1.00 per page

Paper larger than 11 x 17, microfilm, photographic paper or other specialty paper	Direct cost of reproduction
Any other media copy charge (such as flash or thumb drive, external hard drive, memory card, or other specialty media)	Direct cost of media reproduction
Audio/DVD/VCR/CD copy charge	$10.00 per copy
Request solely for commercial purposes	direct cost of record search & copying $20.00 per hour
Request that disrupts the essential functions of the City	direct cost of record search & copying $20.00 per hour

The City Manager is authorized to waive any fee, or any portion of a fee, contained in this Manual of Fees if it is determined by the City Manager to be in the best interest of the City and within the authority granted by the Broken Arrow Code of Ordinances.

AUTOMATIC FIRE-EXTINGUISHING SYSTEM INSPECTION FEES

Automatic fire-extinguishing system inspections	$31.00
All work not covered elsewhere in this schedule	$31.00
Fire suppression above ground	$31.00
50% installation inspection	$31.00
Final inspection	$31.00
Disapproved inspection fee	$67.00
Walk-thru inspection	$88.00
Work started without a permit, plus cost of permit	~~$154.00~~ $155.00

AUTOMATIC FIRE ALARM SYSTEM INSPECTION FEES

All work not covered elsewhere in this schedule	$31.00
Final inspection	$31.00
Disapproved inspection fee	$67.00
Walk-thru inspection	$88.00
Work started without a permit, plus cost of permit	$155.00

FIRE AND LIFE SAFETY CODE INSPECTIONS FOR NEW CONSTRUCTION AND/OR RENOVATIONS REQUIRING A BUILDING PERMIT

Inspections not covered elsewhere in this schedule	$31.00
Final inspection	~~$67.00~~ $31.00
Disapproved inspection fee	~~$88.00~~ $67.00
Walk-thru inspection	~~$85.00~~ $88.00
Work started without a permit, plus cost of permit	~~$150.00~~ $155.00

SIGN PERMIT FEES

Permanent ground sign - Height under 12 feet	$124.00
Permanent ground sign - Height 12 feet to 20 feet	$232.00
Permanent ground sign – Height 20 feet & higher	$345.00
Accessory/Secondary Ground Sign	$52.00
Wall sign – Principal Sign	$93.00
Wall sign – Secondary/Additional wall signs	$52.00
Awnings/Canopy sign	$52.00
Construction sign	$52.00
Copy Change, Remove & Rehang	$62.00
Temporary/Banner/Inflatable/Mobile Ground sign	$62.00
Work started without a permit, plus permit cost	$155.00

PLUMBING INSPECTION FEES

Gas meter	$31.00
Gas piping per meter	$31.00
Sewer connection to riser	$31.00
Sewer tap	$31.00
New water connection	$31.00
Rough plumbing inspection	$31.00
Top-out inspection	$31.00
Backflow preventer	$31.00
Control valve and head installation when required by inspection division	$31.00
Final inspection	$31.00
All work not covered elsewhere in this schedule	$31.00
Disapproved inspection fee	~~$31.00~~ $67.00
Underground Fire line piping inspection	$31.00
Underground Fire line 150 lb. pressure test	$31.00
Underground Fire line blocking inspection	$31.00
Underground Fire line riser inspection	$31.00
Walk-thru inspection	$88.00
Work started without a permit, plus cost of permit	$155.00

MECHANICAL INSPECTION FEES

Gas meter	$31.00
Gas piping, per meter	$31.00
Heating	
Each appliance	$31.00
Ducts, per system, per trip	$31.00
Residential HVAC change-out of furnace, coil, and/or condenser	$31.00
(first system inspection fee is included in permit fee)	$31.00
Temporary gas service for construction purposes	$31.00
Air compressors and tanks, per receiver	$31.00
Pressure vessels	$31.00
Refrigeration unit, per unit	$31.00
Hot and/or chilled water piping, per coil	$31.00
Replacement of any major part of a mechanical system	$31.00
Inspections call on work to be concealed, per trip	$31.00
Final inspection	$31.00
All work not covered elsewhere in this schedule	$31.00
Disapproved inspection fee	$67.00
Walk-thru inspection	$88.00
Work started without a permit, plus cost of permit	$155.00

City of Broken Arrow

Request for Action

File #: 25-1690, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

Title:
Approval of and authorization to execute Budget Amendment Number 11 for Fiscal Year 2026

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

Budget Amendment #11 appropriates a portion of the Visit Broken Arrow Fund fund balance for a project that was inadvertently left out of the FY26 budget.

Cost: $6,162

Funding Source: Visit Broken Arrow Fund, Fund Balance

Requested By: Cynthia Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Budget Amendment #11 for Fiscal Year 2026

Recommendation:
Approval of and authorization to execute Budget Amendment Number 11 for Fiscal Year 2026.

Fund 227 - Visit Broken Arrow
Budget Amendment #11
Fiscal Year 2026
12/2/2025

Estimated Revenue, Fund Balance or Transfers in

Account Number	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
227-353050	FUND BALANCE	$ 1,661,526	$ (6,162)	$ 1,655,364
		$ 1,661,526	**$ (6,162)**	**$ 1,655,364**

Appropriations

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
2271700-570020	2517190	4WD TRUCK	$ 2,325	$ 6,162	$ 8,487
			$ 2,325	**$ 6,162**	**$ 8,487**

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 #11 appropriates a portion of the Visit Broken Arrow Fund fund balance for a project that was inadvertenly left out of the FY26 budget.

Approved by the City Council
Tuesday, December 2, 2025

Mayor, Debra Wimpee

Attest by City Clerk

Curtis Green

City of Broken Arrow

Request for Action

File #: 25-1691, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

Title:
Approval of and authorization to execute Budget Amendment Number 12 for Fiscal Year 2026

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

Budget Amendment #12 appropriates a portion of the Sales Tax Capital Improvement Fund fund balance to provide additional funding for Project ST25360, 245th E Ave/Kenosha - Oakland, and to adjust balances of projects to reflect actual availability of funds.

Cost: $133,540

Funding Source: Sales Tax Capital Improvement Fund, Fund Balance

Requested By: Cynthia Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Budget Amendment #12 for Fiscal Year 2026

Recommendation:
Approval of and authorization to execute Budget Amendment Number 12 for Fiscal Year 2026.

Fund 330 - Sales Tax Capital Improvement
Budget Amendment #12
Fiscal Year 2026
12/2/2025

Estimated Revenue, Fund Balance or Transfers in

Account Number	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
330-353050	FUND BALANCE	$ 5,558,000	$ (133,540)	$ 5,439,000
		$ 5,558,000	**$ (133,540)**	**$ 5,439,000**

Appropriations

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
3305300-570160	ST25360	245TH E AVE/KENOSHA - OAKLAND	$ -	$ 119,000	$ 119,000
3303001-570020	2530140	K-9 F150 RESPONDER	$ 19,679	$ 5,540	$ 25,219
3303001-570020	2530010	PATROL EXPLORERS	$ 23,550	$ 9,000	$ 32,550
			$ 43,229	**$ 133,540**	**$ 176,769**

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 #12 appropriates a portion of the Sales Tax Capital Improvement Fund fund balance to provide additional funding for Project ST25360, 245th E Ave/Kenosha - Oakland, and to adjust balances of projects to reflect actual availability of funds.

Approved by the City Council
Tuesday, December 2, 2025

Mayor, Debra Wimpee

Attest by City Clerk

Curtis Green

City of Broken Arrow

Request for Action

File #: 25-1692, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

Title:
Approval of and authorization to execute Budget Amendment Number 13 for Fiscal Year 2026

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

Budget Amendment #13 appropriates a portion of the Police Enhancement Fund fund balance for a project that was inadvertently left out of the FY26 budget.

Cost: $25,000

Funding Source: Police Enhancement Fund, Fund Balance

Requested By: Cynthia Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Budget Amendment #13 for Fiscal Year 2026

Recommendation:
Approval of and authorization to execute Budget Amendment Number 13 for Fiscal Year 2026.

Fund 331 - Police Enhancement Fund
Budget Amendment #13
Fiscal Year 2026
12/2/2025

Estimated Revenue, Fund Balance or Transfers in

Account Number	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
331-353050	FUND BALANCE	$ 170,479	$ (25,000)	$ 145,479
		$ 170,479	**$ (25,000)**	**$ 145,479**

Appropriations

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
3313001-570170	2531010	PROJECT TO BE DETERMINED	$ -	$ 25,000	$ 25,000
			$ -	**$ 25,000**	**$ 25,000**

Explanation

The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action. Budget Amendment #13 appropriates a portion of Fund Balance for a project that was inadvertently left out of the FY26 budget.

Approved by the City Council
Tuesday, December 2, 2025

Mayor, Debra Wimpee

Attest by City Clerk

Curtis Green

City of Broken Arrow

Request for Action

File #: 25-1693, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

Title:
Approval of and authorization to execute Budget Amendment Number 14 for Fiscal Year 2026

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

Budget Amendment #14 increases 2018 Bond Issue fund balance to adjust balances of projects to reflect actual availability of funds.

Cost: $0.00

Funding Source: 2018 Bond Issue, Fund Balance

Requested By: Cynthia Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Budget Amendment #14 for Fiscal Year 2026

Recommendation:
Approval of and authorization to execute Budget Amendment Number 14 for Fiscal Year 2026.

Fund 593 - 2018 Bond Issue
Budget Amendment #14
Fiscal Year 2026
12/2/2025

Estimated Revenue, Fund Balance or Transfers in

Account Number	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
593-353050	FUND BALANCE	$ 16,503,219	$ 3,780,892	$ 20,284,111
		$ 16,503,219	**$ 3,780,892**	**$ 20,284,111**

Appropriations

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
5933008-570150	203019	JAIL RENOVATION - CONSTRUCTION	$ 6,530,000	$ (2,790,000)	$ 3,740,000
5933008-570160	203019	JAIL RENOVATION - ENGINEERING	$ 244,869	$ (9,600)	$ 235,269
5935305-570150	SW22030	JASPER & 7TH - CONSTRUCTION	$ 13,000	$ (6,500)	$ 6,500
5935305-570160	SW22030	JASPER & 7TH - ENGINEERING	$ 188,020	$ (94,010)	$ 94,010
5935305-570150	SW24030	WOODCREEK II DRAINAGE IMPROVEMENTS	$ 80,000	$ (40,000)	$ 40,000
5935305-570150	SW24060	PRESERVE PARK POND NORTH PATH REPAIR	$ 271,355	$ (130,241)	$ 141,114
5935305-570150	SW21020	8TH & NATCHEZ	$ 1,094,260	$ (709,541)	$ 384,719
5935305-570160	SW25020	NEEDA POND REHABILITATION	$ 2,000	$ (1,000)	$ 1,000
			$ 8,423,504	**$ (3,780,892)**	**$ 4,642,612**

Explaination

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 #14 increases 2018 Bond Issue fund balance to adjust balances of projects to reflect actual availability of funds.

Approved by the City Council
Tuesday, December 2, 2025

Attest by City Clerk

Mayor, Debra Wimpee

Curtis Green

City of Broken Arrow

Request for Action

File #: 25-1612, **Version:** 1

Broken Arrow City Council
Meeting of:12/2/2025

Title:

Notification of Quarterly Enterprise Resource Planning (ERP) Systems Status Report for City Council

Background:
This report provides a quarterly update on the status of the City's Enterprise Resource Planning (ERP) systems. As of this reporting period, all major systems are fully operational and remain in standard support mode. The Information Technology (IT) Department continues to manage and support the day-to-day operations of these systems, including necessary maintenance and administrative functions.

Additionally, the IT Department is preparing to upgrade the Tyler Munis system at the end of this month to implement important fixes and introduce new enhancements. Prior to deployment, the upgrade is being thoroughly tested in a dedicated test environment in coordination with key departmental users. Once validation is complete, the updates will be implemented in the production environment.

The following information provides a summary of daily IT support activity over the past seven months. This includes a breakdown of support tickets that have been opened and closed, which reflect the ongoing collaboration between IT and system users. Any tickets still in progress are being actively addressed.

- **Tyler Technologies support tickets within the last 7 months (105 Total):**
  - **Tyler Munis Financials:**
    - 39 Tickets Total
      - 34 Closed
      - 5 In-Progress
  - **Tyler Munis Utility Biling:**
    - 6 Tickets Total
      - 2 Closed
      - 4 In-Progress
  - **Tyler Munis Human Capital Management / ExecuTime:**
    - 7 Tickets Total
      - 5 Closed
      - 2 In-Progress
  - **Tyler Munis Enterprise Asset Management:**
    - 1 Ticket In-Progress

- **Tyler EnerGov:**
  - 11 Tickets Total
    - 10 Closed
    - 1 In-Progress

- **Tyler InCode / Tyler Brazos:**
  - 18 Tickets Closed

- **MyCivic:**
  - 2 Tickets Closed
- **IT**
  - 21 Tickets Total
    - 19 Closed
    - 2 In Progress

- **Tyler Technologies HelpDesk support tickets within the last 7 months (234 total):**
  - **Financials:**
    - 12 Closed

  - **Utility Billing:**
    - 0 Tickets

  - **Human Capital Management / ExecuTime:**
    - 34 Closed

  - **Enterprise Asset Management:**
    - 5 Tickets Total
      - 4 Closed
      - 1 In-Progress

  - **EnerGov:**
    - 36 Tickets Total
      - 35 Closed
      - 1 In-Progress

  - **InCode / Brazos**
    - 17 Closed

  - **Miscellaneous**
    - 130 Tickets Total
      - 124 Closed
      - 6 In-Progress

Cost: $0

Funding Source: N/A

Requested By: Scott Carr, Information Technology Director

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
No Action Required

City of Broken Arrow

Request for Action

File #: 25-1683, **Version:** 1

Broken Arrow City Council
Meeting of: December 2, 2025

Title:
Approval of and authorization to execute a First Amended Services Contract between the City of Broken Arrow and Broken Arrow Seniors, Inc.

Background:
On July 14, 2025, City Council approved and authorized the execution of a Services Contract between the City of Broken Arrow and Broken Arrow Seniors, Inc. It was recently discovered the original Contract contained an error. As such, the parties wish to approve and authorize this First Amended Services Contract.

Cost: $4674.50 per month for executive director and $3,000.00 per month for Volunteer/Events Coordinator and $2,500.00 per month for additional hour and programming.

Funding Source: General Fund

Requested By: City Manager's Office

Approved By: City Manager's Office

Attachments: First Amended Services Contract with Broken Arrow Seniors, Inc.

Recommendation:
Approve and authorization execution of the First Amended Services Contract with Broken Arrow Seniors, Inc.

CITY OF BROKEN ARROW'S **FIRST AMENDED** SERVICES CONTRACT

WITH BROKEN ARROW SENIORS, INC. (BASI)

This **First Amended Agreement** is entered by and between the City of Broken Arrow, Oklahoma, a municipal corporation (**City)** and the Broken Arrow Seniors, Inc., a 501c3 organization, **(BASI).** The **City** has determined there is a continuing need for education, recreation, social and nutrition programs for senior citizens in the **City** area. The **City** further finds that **BASI** is comprised of knowledgeable people having many years' experience in this field, whose expertise can supplement the activities of the **City.**

The term of this Agreement commences on **June 30, 2025** and expires **June 30, 2026**. This Agreement does not renew automatically.

The **City** shall pay **BASI** four thousand six hundred seventy four dollars and fifty cents ($4,674.50) per month for reimbursement to **BASI** for **BASI** to employ a fulltime person (BASI Executive Director) to coordinate **BASI** activities on behalf of the **City** to meet the needs described within this agreement. The selection of the BASI Executive Director shall be **made by the** BASI Board, after advising and considering the opinion of the City Manager of the City of Broken Arrow. Furthermore, **BASI** shall keep the City Manager apprised of any personnel matter that could affect the employment of the BASI Executive Director**..** The **BASI** Executive Director is not an employee of the City and has no affiliation with the City and is not intended to be a third party beneficiary of this agreement. **BASI** shall have exclusive control over the **BASI** Executive Director and all its employees, officials, agents, representatives and volunteers. **BASI** agrees to make efforts to expand its activities as the needs of the community and its own resources allow, **BASI** has no authority to make any commitments that bind the **City**.

In addition to the **BASI** Executive Director, the **CITY** shall reimburse **BASI** up to three thousand dollars and zero cents ($3,000) per month as reimbursement to **BASI** for **BASI** to employ for fulltime hours a position of **BASI** Volunteer and Events Coordinator to coordinate **BASI** activities on behalf of the **CITY** to meet the needs described within this agreement. This position may be split into two part time positions. Such reimbursement shall only establish upon the retention of the **BASI** Volunteer and Events Coordinator, pro-rated to the date of retention. The **BASI** Volunteer and Events Coordinator is not an employee of the **CITY** and has no affiliation with the **CITY** and is not intended to be a third party beneficiary of this agreement. **BASI** shall have exclusive control over the **BASI** Volunteer and Events Coordinator and all its employees, officials, agents, representatives and volunteers. **BASI** agrees to make efforts to expand its activities as the needs of the community and its own resources allow. Neither **BASI** nor the Volunteer and Events Coordinator have authority to make any commitments that bind the **CITY**.

The **BASI** agrees to provide additional programming over and above that currently offered. The **CITY** shall pay for any additional programming, not to exceed an additional $2,500.00 per month over all amounts listed herein. The **BASI** agrees to bill the City for the actual cost of the additional programming each month in an amount not to exceed $2,500.00.

The City shall allow BASI's employees to participate in the City's insurance plan. BASI agrees to adopt a section 125 plan and make all payments into the plan per IRS rules regarding tax free premiums. BASI further agrees to take any action needed to accomplish insurance coverage through

the City, and that all participating employees shall remain employees of BASI and shall not be considered employees of the City.

BASI shall organize and distribute information, investigate and propose new programs, and coordinate existing efforts as an aid to the Senior citizens within the **City's** community. **BASI** shall provide a comprehensive, centralized program for senior citizens, including but not limited to a nutritional program in Broken Arrow at 1800 S. Main Street and 1811 S. Main Street through a third-party user agreement with the Tulsa Senior Nutrition Program. All parties agree that the "Annex" shall be used as a catering kitchen and shall not be required to be licensed by the Tulsa County Health Department or State of OK unless required by those entities.

BASI shall appoint a sitting member of the Broken Arrow City Council to **BASI**'s Board of Directors (or equivalent Board), to serve terms concurrent with the term of this agreement. The member of the City's City Council shall be determined by the **City**. In the event that an appointed City Council member is removed or vacates office during the term of this agreement, **BASI** shall remove such individual from its Board of Directors and replace the individual with another sitting member of the City's City Council chosen by the **City**, to serve the remainder of the Board term. **BASI** has the sole obligation to ensure it's bylaws and other governing documents are amended to comply with all governing law to accommodate and enforce this provision.

BASI shall present an organizational update at least one time per year at a regularly scheduled City Council meeting. The schedule of appearance shall be coordinated by the Community Relations Liaison of the City of Broken Arrow, or its representative. **BASI** shall send a representative of the organization having knowledge of operations (for example board president, board member, or executive director of the organization) to speak on behalf of the organization and update the City Council.

BASI shall furnish the **City** with a copy of an approved financial review conducted by an independent accounting firm within two hundred seventy (270) days of the end of **BASI'S** current fiscal year.

BASI is an independent contractor under this Agreement. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the **City** and **BASI** or its officers, employees, contractors or representatives for any purpose. **BASI** understands and agrees that all persons (including, but not limited to the BASI Executive Director) furnishing services in implementing this Agreement are employees solely of **BASI,** and **BASI** shall bear the sole responsibility and liability for furnishing and shall furnish Workers' Compensation benefits for injuries from or connected with services performed pursuant to this Agreement.

As part of the consideration for this Agreement, **BASI** agrees to indemnify, defend (at the **City's** option), and hold harmless the **City,** its employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings, reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of **BASI,** its competitors, guests, invitees, licensees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors,

including but not limited to any injury or damage that occurs relating to **BASI** activities, or **BASI'S** performance or failure to perform the terms and conditions of this Agreement. Such obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the **City** and in accordance with the terms, conditions and exceptions in the Governmental Tort Claims Act. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

BASI shall provide the **City** with prompt written notice of any serious injuries (serious injuries include all injuries which require medical treatment), written or oral complaints received, and actual or anticipated disputes with or claims by any individual.

Without limiting the **City's** right to indemnification, **BASI** and each of its contractors, including but not limited to its Nutrition Program, shall obtain insurance in no less than or in terms more restrictive than the following: General Liability Insurance covering all premises and activities, with an applicable limit of liability not less than One Million Dollars ($1,000,000.00) per claimant, One Million Dollars ($1,000,000.00) annual aggregate; and Comprehensive Automobile Liability Insurance applicable to all owned, hired and non-owned vehicles in an amount not less than One Million Dollars ($1,000,000.00) per occurrence; and Worker's Compensation Insurance Coverage in compliance with the Worker's Compensation Laws of the State of Oklahoma. **BASI** shall include the **City** as an Additional Insured on all required insurance policies. **BASI** shall also require its contractors to list the **City** as an Additional Insured. **BASI** shall submit certificates of insurance to the **City's** Risk Manager for approval before allowing any individuals, including but not limited to any contractors, to commence work or engage in any activities under this Agreement. **BASI** and its contractors shall maintain the required insurance with insurers that carry a Best's "A" rating and which are licensed and admitted to write insurance business in Oklahoma. Failure of **BASI** or its contractors to obtain and maintain any required insurance does not relieve **BASI** from any liability hereunder.

This Agreement shall be subject to termination upon the failure of **BASI** to keep, perform and observe all promises, covenants, conditions and agreements set forth in this Agreement. The right to terminate this Agreement upon default of **BASI** is not exclusive and is in addition to any other rights and remedies provided by law or under this Agreement. Any waiver of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure to require exact, full, and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping the **City** from enforcing the full provisions thereof.

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned or encumbered by **BASI**.

This Agreement is not a waiver of any permit or other legal requirements, and does not assure approval based upon any circumstances other than compliance with the law.

This Agreement shall be construed under the laws of the State of Oklahoma. Exclusive Original Jurisdiction and venue for any action relating to this Agreement shall be solely in the Tulsa County District Courts of Oklahoma. **BASI** shall conform to and abide by all Federal, State and local laws

and regulations, including, but not limited to all laws regarding employment of aliens, and that no person shall be subjected to discrimination under a project, program or activity supported by this Agreement.

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement.

This document may be modified only by further written agreement between the parties. Any such modification shall not be effective unless and until executed by the parties.

The parties have caused this Agreement to be executed on the dates hereinafter set forth.

Approved as to Form:

_____

Attorney for City

Attested:

_____

City Clerk / Seal

Date of Execution:

_____

City of Broken Arrow

_____

Michael Spurgeon, City Manager

Broken Arrow Seniors, Inc.

_____

President Signature

Printed Name: _____

BASI Mailing Address:

_____

_____

State of Oklahoma)
) ss.
County of _____)

Before me, a Notary Public, on this _day of _____, 2025 personally appeared _____ known to me to be the identical person and the president of the Broken Arrow Seniors Inc, who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

_____ _____

Notary Public

City of Broken Arrow

Request for Action

File #: 25-1649, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

Title:
Approval of and authorization for the Police Department to accept the award of the Department of Justice Office of Community Oriented Policing Services (COPS Office) Hiring Grant

Background:
The Police Department has been awarded a grant from the Department of Justice Office of Community Oriented Policing Services (COPS Office) in the amount of $250,000.00. Funding will be utilized in a three year period to hire two (2) new police officer positions.

The U.S. Department of Justice Office of Community Oriented Policing Services provides competitive funding through the COPS Hiring Program (CHP) to support the hiring and rehiring of additional career law enforcement officers to enhance community policing capacity. Broken Arrow Police Department submitted an application for the CHP grant to address staffing needs, improve response capabilities, and continue advancing proactive community policing efforts. The federal award has now been issued. To move forward with acceptance and implementation, City Council ratification is required.

This grant does have a match requirement, it is an estimated 40% federal 60% match for the grant. It is projected the city will pay $380,000.00 to match over the three year period to cover the salary and benefits for these individuals.

Cost: Projected $630,000 ($250,000 grant-funded)

Funding Source: General Funds

Requested By: Lance Arnold, Chief of Police

Approved By: City Council

Attachments: 2026 COPS Hiring Grant Award Package; Award details

Recommendation:
Approval of and authorization for the Police Department to accept the award of the Department of Justice Office of Community Oriented Policing Services (COPS Office) Hiring Grant

Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF BROKEN ARROW 220 S 1ST ST
City, State and Zip:	BROKEN ARROW, OK 74012
Recipient UEI:	GAESB5P9Q933

Project Title: FY25 COPS Hiring Program	**Award Number:** 15JCOPS-25-GG-00756-UHPX
Solicitation Title: FY25 COPS Hiring Program	
Federal Award Amount: $250,000.00	**Federal Award Date:** 10/10/25
Awarding Agency: Office of Community Oriented Policing Services	
Funding Instrument Type: Grant	
Opportunity Category: D **Assistance Listing:** 16.068 - COPS Hiring Program	
Project Period Start Date: 10/1/25	**Project Period End Date:** 9/30/30
Budget Period Start Date: 10/1/25	**Budget Period End Date**: 9/30/30

Project Description:
The FY25 COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities

Award Information

Application Number
GRANT14447656

Funding Instrument Type:
Grant

Award Number
15JCOPS-25-GG-00756-UHPX

Supplement Number
00

Award Acceptance Date
no value

Assistance Listings Number	Assistance Listings Program Title
16.068	COPS Hiring Program

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

Current Authorized Representative

Solicitation Information

Solicitation Title
2025 FY25 COPS Hiring Program

Project Title
FY25 COPS Hiring Program

Project Description
The FY25 COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities

Project Budget Summary

Final Budget Clearance

Budget Category	Total Cost	
Sworn Officer Positions	$636,802	
Civilian or Non-Sworn Personnel	$0	
Travel	$0	
Equipment	$0	
Supplies	$0	
SubAwards	$0	
Procurement Contracts	$0	
Other Costs	$0	
Indirect Costs	$0	
Total Project Costs	$636,802	
Federal Funds:	$250,000	39.26%
Match Amount:	$386,802	60.74%
Program Income:	$0	0.00%

Budget Detail Summary View

Sworn Officer

Position Title	Number of Positions
Sworn Officer	2

Position Description

Year:		Year 1	Year 2	Year 3
Salary				
Salary		$66,572.14	$69,513.08	$74,321.86
Fringe Benefits				
Social Security				
6.2%	6.20%	$4,127.47	$4,309.81	$4,607.96
Medicare				
1.45%	1.45%	$965.30	$1,007.94	$1,077.67
Health Insurance				
Fixed Amount		$20,275.92	$20,275.92	$20,275.92
		$20,275.92	$20,275.92	$20,275.92
Life Insurance				
Fixed Rate		$113.17	$118.17	$126.35
		0.17%	0.17%	0.17%

Vacation				
Included In Salary?	Hours	$0.00	$0.00	$0.00
No				
Sick Leave				
Included In Salary?	Hours	$0.00	$0.00	$0.00
No				
Retirement				
Fixed Rate		$8,654.38	$9,036.70	$9,661.84
		13.00%	13.00%	13.00%
Workers Compensation				
Exempt		$0.00	$0.00	$0.00
Unemployment Insurance				
Fixed Amount		no value	no value	no value
		no value	no value	no value
Other Benefit				
Vision Insurance		$19.08	$19.08	$19.08
Fixed Amount		$19.08	$19.08	$19.08
Other Benefit				
Dental Insurance		$1,100.88	$1,100.88	$1,100.88
Fixed Amount		$1,100.88	$1,100.88	$1,100.88

Other Benefit			
None	$0.00	$0.00	$0.00

Summary Totals

Year:	Year 1	Year 2	Year 3
Benefits per Officer	$35,256.20	$35,868.50	$36,869.70
Salary per Officer	$66,572.14	$69,513.08	$74,321.86
Total per Officer	$101,828.34	$105,381.58	$111,191.56

Number of Positions

2

Total Salary and Benefits

$636,802

Total per Officer All Years

$318,401

Civilian Personnel

Travel

Purpose of Travel	Location	Type of Expense	Basis	Cost	Quantity	# Of Staff	# Of Trips	Total Cost
No items								

Travel Total Cost

$0

Equipment

Equipment Item	# of Items	Cost	Total Cost
No items			

Equipment Total Cost

$0

Supplies

Purpose of Supply Items	# of Items	Unit Cost	Total Cost
No items			

Supplies Total Cost

$0

SubAwards

Item	Description	Country	State/U.S. Territory	City	Total Cost
No items					

Subawards Total Cost

$0

Procurement Contracts

Item	Description	Consultant	Country	State/U.S. Territory	City	Total Cost
No items						

Procurement Cost

$0

Consultant Travel Required

No

Other Costs

Description	Quantity	Basis	Costs	Length of Time	Total Costs
No items					

Other Costs Total Cost

$0

Indirect Costs

Description	Base	Indirect Cost Rate	Total Cost
No items			

Indirect Costs Total Cost

$0

Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS Office)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF BROKEN ARROW 220 S 1ST ST
City, State and Zip:	BROKEN ARROW, OK 74012
Recipient UEI:	GAESB5P9Q933
Project Title: FY25 COPS Hiring Program	**Award Number:** 15JCOPS-25-GG-00756-UHPX
Solicitation Title: FY25 COPS Hiring Program	
Federal Award Amount: $250,000.00	**Federal Award Date:** 10/10/25
Awarding Agency:	Office of Community Oriented Policing Services
Award Type:	Initial
Funding Instrument Type:	Grant
Opportunity Category: D **Assistance Listing:** 16.068 - COPS Hiring Program	
Project Period Start Date: 10/1/25	**Project Period End Date:** 9/30/30
Budget Period Start Date: 10/1/25	**Budget Period End Date**: 9/30/30

Project Description:
The FY25 COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities

Award Letter

October 10, 2025

Dear Ryan Nossaman,

On behalf of Attorney General Pamela Bondi, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF BROKEN ARROW for an award under the funding opportunity entitled 2025 FY25 COPS Hiring Program. The approved award amount is $250,000. Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award

requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Cory D. Randolph
COPS Acting Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI
GAESB5P9Q933

ORI Number

Street 1
220 S 1ST ST

Street 2

City
BROKEN ARROW

State/U.S. Territory
Oklahoma

Zip/Postal Code
74012

Country
United States

County/Parish

Province

Award Details

Federal Award Date
10/10/25

Award Type
Initial

Award Number
15JCOPS-25-GG-00756-UHPX

Supplement Number
00

Federal Award Amount
$250,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.068	COPS Hiring Program

Statutory Authority

The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2025 FY25 COPS Hiring Program

Awarding Agency
COPS

Application Number
GRANT14447656

Grant Manager Name	Phone Number	E-mail Address
Francisco Bernal	202-812-5473	francisco.a.bernal@usdoj.gov

Project Title
FY25 COPS Hiring Program

Performance Period Start Date	Performance Period End Date
10/01/2025	09/30/2030

Budget Period Start Date	Budget Period End Date
10/01/2025	09/30/2030

Project Description
The FY25 COPS Hiring Program (CHP) provides funding to law enforcement agencies to hire and/or rehire additional career law enforcement officers in an effort to increase their community policing capacity and crime prevention efforts. Anticipated outcomes of CHP awards include engagement in planned community partnerships, implementation of projects to analyze and assess problems, implementation of changes to personnel and agency management in support of community policing, and increased capacity of agency to engage in community policing activities

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 9/15/25 7:36 PM

Comments
No items

Budget Summary

Budget Category	Proposed Budget	Change	Approved Budget	Percentage
Sworn Officer Positions:	$636,803	-$1	$636,802	
Civilian or Non-Sworn Personnel:	$0	$0	$0	
Travel:	$0	$0	$0	
Equipment:	$0	$0	$0	
Supplies:	$0	$0	$0	

SubAwards:	$0	$0	$0	
Procurement Contracts:	$0	$0	$0	
Other Costs:	$0	$0	$0	
Total Direct Costs:	$636,803	-$1	$636,802	
Indirect Costs:	$0	$0	$0	
Total Project Costs:	$636,803	-$1	$636,802	
Federal Funds:	$250,000	$0	$250,000	39.26%
Match Amount:	$386,802	$0	$386,802	60.74%
Program Income:	$0	$0	$0	0.00%

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Full-Year Continuing Appropriations and Extensions Act, 2025, Public Law 119-4; Further Consolidated Appropriations Act, 2024, Public Law 118-47, Division B, Title VII, Section 742.

Condition 2
Compliance with 8 U.S.C. § 1373: Authority to obligate or expend contingent on compliance with this condition. State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, must comply with 8 U.S.C. §1373, which provides that such entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to components of the U.S. Department of Homeland Security.

Condition 3
Federal Civil Rights and Nondiscrimination Laws (certification): The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government’s decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or

nondiscrimination laws.

Condition 4
Federal Laws, Presidential Memoranda, and Executive Orders: Recipients of grant funding must comply with all applicable federal laws and Presidential Memoranda and all Executive Orders by the President.

Condition 5
Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 6
Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 7
Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner’s Manual for a full text of the contract provisions.

Condition 8
Award Owner’s Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the
award, or other legal action as appropriate.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Condition 9
Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C.

§ 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see https://www.ojp.gov/program/civil-rights/overview.

Condition 10
Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 11
Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:
I. Trafficking in Persons
(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the
recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:
(i) Severe forms of trafficking in persons;
(ii) The procurement of a commercial sex act during the period of time that this award
or any subaward is in effect;
(iii) The use of forced labor in the performance of this award or any subaward; or
(iv) Acts that directly support or advance trafficking in persons, including the following acts:
(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or
(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
(D) Charging recruited employees a placement or recruitment fee; or
(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.
(2) The Federal agency may unilaterally terminate this award or take any remedial
actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph
(a)(1) of this this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB
Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),'' as implemented by DOJ at 2 C.F.R. Part 2867.
(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency
may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C.
7104b(c), without penalty, if a subrecipient that is a private entity under this award:
(i) Is determined to have violated a prohibition in paragraph (a)(1) of this
appendix; or
(ii) Has an employee that is determined to have violated a prohibition in paragraph
(a)(1) of this appendix through conduct that is either:
(A) Associated with the performance under this award; or
(B) Imputed to the subrecipient using the standards and due process for imputing the

conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),'' as implemented by 2 C.F.R. Part 2867.
(c) Provisions applicable to any recipient.
(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.
(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:
(i) Implements the requirements of 22 U.S.C. 78, and
(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.
(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.
(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).
(d) Definitions. For purposes of this award term:
Employee means either:
(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
(2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing
requirements.
Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.
The terms ''severe forms of trafficking in persons,'' ''commercial sex act,'' ''sex trafficking,'' ''Abuse or threatened abuse of law or legal process,'' ''coercion,'' ''debt bondage,'' and ''involuntary servitude'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 12
Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:
(1) When the recipient fails to comply with the terms and conditions of a Federal award.
(2) When the recipient agrees to the termination and termination conditions.
(3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.
(4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.
2. C.F.R. § 200.340.

Condition 13
Recipient Integrity and Performance Matters: For awards over $500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:
I. Reporting of Matters Related to Recipient Integrity and Performance
(a) General Reporting Requirement.
(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110–417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111– 212, all information posted in responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.
(b) Proceedings About Which You Must Report.
(1) You must submit the required information about each proceeding that—
(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the

Federal Government;
(ii) Reached its final disposition during the most recent five-year period; and
(iii) Is one of the following—
(A) A criminal proceeding that resulted in a conviction;
(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
(D) Any other criminal, civil, or administrative proceeding if—
(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.
(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.
(e) Definitions. For purposes of this award term—
Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 14
Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:
I. Reporting Subawards and Executive Compensation
(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds $30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds $30,000. All reported subawards should reflect the total amount of the
subaward.
(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward
described in paragraph (a)(1) of this award term to the Federal Funding Accountability
and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov.
(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:
(i) The total Federal funding authorized to date under this Federal award equals or
exceeds $30,000;
(ii) in the preceding fiscal year, the recipient received:
(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and

Federal awards (and subawards) subject to the Transparency Act; and,
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:
(i) As part of the recipient's registration profile at https://www.sam.gov.
(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7,
2025, the executive total compensation must be reported by no later than December 31,
2025.)
(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
(i) The total Federal funding authorized to date under the subaward equals or exceeds
$30,000;
(ii) In the subrecipient's preceding fiscal year, the subrecipient received:
(A) 80 percent or more of its annual gross revenues from Federal procurement contracts
(and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,
(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and
(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see
the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph
(c)(1) of this appendix. The recipient is required to submit this information to the
Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at http://www.fsrs.gov no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).
(d) Exemptions. (1) A recipient with gross income under $300,000 in the previous tax year is exempt from the requirements to report:
(i) Subawards, and
(ii) The total compensation of the five most highly compensated executives of any subrecipient.
(e) Definitions. For purposes of this award term:
Entity includes:
(1) Whether for profit or nonprofit:
(i) A corporation;
(ii) An association;
(iii) A partnership;
(iv) A limited liability company;
(v) A limited liability partnership;
(vi) A sole proprietorship;
(vii) Any other legal business entity;
(viii) Another grantee or contractor that is not excluded by subparagraph (2); and
(ix) Any State or locality;
(2) Does not include:
(i) An individual recipient of Federal financial assistance; or
(ii) A Federal employee.
Executive means an officer, managing partner, or any other employee holding a management position.
Subaward has the meaning given in 2 CFR200.1.
Subrecipient has the meaning given in 2CFR 200.1.
Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 15
Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 16
Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 17
Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 18
Equal Employment Opportunity Plan (EEOP): Please see the Office for Civil Rights website https://www.ojp.gov/eeop-notice for current information on the recipient's responsibilities related to the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan.

Condition 19
Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 20
Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as reprisal for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 21
False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 22
Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over $500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 23
Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the

award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 24
System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:
I. System for Award Management (SAM.gov) and Universal Identifier Requirements
(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.
(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:
(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.
(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the
recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.
(c) Definitions. For the purposes of this award term:
System for Award Management (SAM.gov) means the Federal repository into which a
recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at https://www.sam.gov).
Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.
Entity is defined at 2 CFR 25.400 and includes all of the following types as defined
in 2 CFR 200.1:
(1) Non-Federal entity;
(2) Foreign organization;
(3) Foreign public entity;
(4) Domestic for-profit organization; and
(5) Federal agency.
Subaward has the meaning given in 2 CFR 200.1.
Subrecipient has the meaning given in 2 CFR 200.1.

Condition 25
Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 26
Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 27
Background Investigations: Recipients agree to ensure that each officer(s) hired with CHP funding will be subject to a background investigation, notify the COPS Office upon completion of the background investigation for each officer hired under the CHP award, and cooperate with the COPS Office and provide updates on the status of background investigations upon request. 2 C.F.R. § 200.208
If the COPS Office determines that CHP funds are being used to pay the salary and fringe benefits of an officer who has not undergone a background investigation, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until the agency can demonstrate the background investigation has been completed.

Condition 28
Retention: At the time of award application, your agency committed to retaining all sworn officer positions awarded

under the CHP award with state and/or local funds for a minimum of 12 months following the conclusion of 36 months of federal funding for each position, over and above the number of locally-funded sworn officer positions that would have existed in the absence of the award. Your agency cannot satisfy the retention requirement by using CHP-funded positions to fill locally-funded vacancies resulting from attrition. 34 U.S.C. § 10382 (c)(8).

Condition 29
Allowable Costs Condition: The funding under this project is for the payment of three years (36 months) of approved full-time entry-level salaries and fringe benefits during the five-year (60 months) period of performance. The maximum federal share is $125,000 per officer position (unless a local match waiver is approved) for career law enforcement officer positions hired and/or rehired on or after the official award start date. Any salary and fringe benefit costs higher than entry-level that your agency pays a CHP-funded officer must be paid with local funds. Your agency is required to use CHP award funds for the specific hiring categories awarded. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Funding under this program may be used for the following categories:
• Hiring new officers, which includes filling existing officer vacancies that are no longer funded in your agency's budget;
• Rehiring officers laid off by any jurisdiction as a result of state, local, or Bureau of Indian Affairs (BIA) budget reductions; and/or
• Rehiring officers who were, at the time of award application, scheduled to be laid off (by your jurisdiction) on a specific future date as a result of state, local, or BIA budget reductions.
If your agency's local fiscal conditions have changed and your agency needs to change one or more of the funded hiring categories, your agency should request an award modification and receive prior approval before spending CHP funding under the new category. The approved budget in the award package specifies the amount of CHP funds awarded to your agency. Please note that the salary and fringe benefit costs requested in your CHP application may have been adjusted or removed. Your agency may only be reimbursed for the approved cost categories up to the amounts specified in the approved budget. Only actual allowable costs incurred during the award period will be eligible for reimbursement and drawdown. If your agency experiences any cost savings over the course of the award (for example, your award application overestimated the total entry-level officer salary and fringe benefits package), your agency may not use that excess funding to continue salary payments to the officers beyond 36 months. Any funds remaining after your agency has drawn down for the costs of approved salaries and fringe benefits incurred for each awarded position during the 36-month funding period will be deobligated during the closeout process and should not be spent by your agency.

Condition 30
Advancing Department of Justice Priority Problem Focus Areas: This condition applies to agencies that selected one of the following priority crime problem/focus areas to address in their COPS Hiring Program (CHP) application:
• Violent Crime
• Squatting and Encampment Enforcement
• Homeland and Border Security
• Nuisance and Abatement and Quality of Life
• School Based Policing
Your agency understands and agrees to the following: Your agency will implement the one specific community policing plan identified in your CHP award application?
Your agency will address its specific priority crime problem throughout the entire CHP award period?

Your agency will implement any organizational changes identified in its CHP award application;
Your agency will cooperate with any award monitoring by the COPS Office to ensure that it is initiating or enhancing its community policing efforts to address its priority crime problem, which may include your agency having to respond to additional or modified reporting requirements.

Condition 31
Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 32
Career Law Enforcement Officer: Officer hiring funds may only be used to pay entry-level salaries and fringe benefits for full-time “career law enforcement officers” for 36 months. The COPS Office’s statute defines a “career law enforcement officer” as “a person hired on a permanent basis who is authorized by law or by a State or local public agency to engage in or supervise the prevention, detection, or investigation of violations of criminal laws.” 34 U.S.C. §10389(1). A recipient agency may use officer hiring funds to pay the salary and benefits of recruits while in academy training to become “career law enforcement officers” if it is the standard practice of the agency to do so with locally-funded recruits. The State of Alaska, and any Indian tribe or tribal organization in that State, may also use officer hiring funds for a “village public safety officer” defined as “an individual employed as a village public safety officer under the program established by the State pursuant to Alaska Statute 18.65.670.” Tribal Law and Order Act of 2010, Pub. L. 111-211, title II, § 247 (a)(2).

Condition 33
Local Match: COPS Hiring Program award recipients are required to contribute a local match of at least 25 percent towards the total cost of the approved award project, unless waived in writing by the COPS Office. The local match must be a cash match from funds not previously budgeted for law enforcement purposes and must be paid during the award period. The local match contribution must be made on an increasing basis during each year of the three-year award period, with the federal share decreasing accordingly. 34 U.S.C. § 10381(g).

Condition 34
Modifications: Occasionally, a change in an agency’s fiscal or law enforcement situation necessitates a change in its COPS Office CHP award. Award modifications under CHP are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of the simplified acquisition threshold (currently $250,000), any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

In addition, modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category and/or reduce the total number of positions awarded. For example, if an agency was awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application, the agency would have to request a modification. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.
During the CHP award period, it may become necessary for an agency to modify its CHP award due to changes in an agency’s fiscal or law enforcement situation. Modification requests should be submitted to the COPS Office when an agency determines that it will need to shift officer positions awarded in one hiring category into a different hiring category, reduce the total number of positions awarded, shift funds among benefit categories, and/or reduce the entry-level salary and fringe benefit amounts. For example, an agency may have been awarded CHP funding for 10 new, additional full-time sworn officer positions, but due to severe fiscal distress/constraints, the agency determines it is unable to sustain all 10 positions and must reduce its request to five full-time positions; or an agency may have been awarded CHP funding for two new, additional sworn officer positions, but due to fiscal distress/constraints the agency needs to change the hiring category from the new hire category to the rehire category for officers laid off or scheduled for layoff on a specific future date post-application. Award modifications under CHP are evaluated on a case-by-case basis. The COPS Office will only consider a modification request after an agency makes final, approved budget and/or personnel decisions. An agency may implement the modified award following written approval from the COPS Office. Please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

Condition 35
School Resource Officer (SRO) Training Requirement: COPS Office-funded SROs are required to complete a 40-hour basic SRO training course from a list of COPS Office-approved providers. Training must be completed no later than nine months after the date shown on the award congratulatory letter or six months from the date of the SRO's hire,

whichever comes first. If a COPS Office-funded SRO leaves the recipient agency after completing the training, the recipient agrees to pay for the new SRO, who is assigned to backfill this position, to attend a 40-hour basic training course. The new SRO must complete the training no later than nine months after being placed in the school. If the officer has completed 40-hour basic training within the last 12 months prior to the award date, the condition has been fulfilled. Any longer than 12 months will require the officer to retake the course. The agency must coordinate with the training provider to secure funding to cover registration and travel expenses.
If your agency fails to comply with the SRO basic training within the specified timeframe, the COPS Office may temporarily suspend grant funds or take other remedial actions in accordance with 2 C.F.R. §200.339 until your agency complies with this requirement.

Condition 36
Extensions: Your agency may request an extension of the 60-month award performance period to receive additional time to implement your award program. Such extensions do not provide additional funding. Any request for an extension will be evaluated on a case-by-case basis. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Reasonable justifications may include difficulties in filling COPS Office-funded positions, officer turnover, or other circumstances that interrupt the 36-month funding period. An extension allows your agency to compensate for such delays by providing additional time to complete the full 36 months of funding for each position awarded. 2 C.F.R. §§ 200.308(f)(10) and 200.309. Extension requests must be received prior to the end date of the award.

Condition 37
Contracts and/or MOUs with other Jurisdictions: Sworn law enforcement officer positions awarded must be used for law enforcement activities or services that benefit your agency and the population that it serves. The items funded under the CHP award cannot be utilized by other agencies unless the items benefit the population that your agency serves. Your agency may use items funded under the CHP award to assist other law enforcement agencies under a resource sharing, mutual aid, or other agreement to address multi-jurisdictional issues as described in the agreement.

Condition 38
Community Policing: Community policing activities to be initiated or enhanced by your agency and the officers funded by this award program were identified and described in your CHP award application. Your agency developed a community policing plan for the CHP award with specific reference to a crime or disorder problem and the following elements of community policing: (a) problem solving—your agency's plan to assess and respond to the problem identified; (b) community partnerships and support, including related governmental and community initiatives that complement your agency's proposed use of CHP funding; and (c) organizational transformation—how your agency will use the funds to reorient its mission to community policing or enhance its involvement in and commitment to community policing. Throughout the CHP award period, your agency is required to implement the community policing plan it set forth in the CHP award application.
The COPS Office defines community policing as a philosophy that promotes organizational strategies that support the systematic use of partnerships and problem-solving techniques to proactively address the immediate conditions that give rise to public safety issues such as crime, social disorder, and fear of crime. CHP awards through the specific officers funded (or an equal number of redeployed veteran officers) must be used to initiate or enhance community policing activities. All newly hired additional or rehired officers (or an equal number of redeployed veteran officers) funded under CHP must implement your agency's approved community policing plan, which you described in your award application.

Condition 39
Memorandum of Understanding Requirement (for School Resource Officers only)
Recipients using award funding to hire and/or deploy School Resource Officers into schools understand and agree to the following:
• Your agency must submit a signed Memorandum of Understanding (MOU) between the law enforcement agency and the school partner(s) to the COPS Office before obligating or drawing down funds under this award. The MOU must be submitted to the COPS Office within 90 days of the date shown on the award letter. If your agency fails to submit the MOU within the 90 days, the COPS Office may temporarily suspend grant funds in accordance with 2 C.F.R. §200.339 until your agency submits the MOU.
• Your agency's MOU must contain the following information?

o The purpose of the MOU

o Clearly defined roles and responsibilities of the school district and the law enforcement agency, focusing officers' roles on safety
o Information sharing
o Supervision responsibility and chain of command for the SRO
o Signatures
Note: Please refer to the MOU Fact Sheet for a detailed explanation of the requirements under each of the bullets.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
COPS Acting Director	Cory D. Randolph	9/26/25 8:47 PM

Authorized Representative

☐ Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official
no value

Name of Authorized Entity Official
no value

Signed Date And Time

no value

☐ Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official
Controller

Name of Authorized Entity Official
no value

Signed Date And Time
no value

City of Broken Arrow

Request for Action

File #: 25-1679, **Version:** 1

Broken Arrow City Council
Meeting of: 12-2-2025

Title:
Approval of and authorization to execute an Amendment to extend the Service Agreement (contract renewal) for one year with Momentum Services for Nuisance Abatement Property Structure Securing

Background:
The Community Development Department currently has a contract with Momentum Services for nuisance abatement. This service includes the mowing, cleaning and the removal of trash and debris on properties that have been through the abatement process and failed to self-abate.

The contract agreement provides renewal periods for two years; this will be the second renewal. The current contract period ends December 21, 2025. For this renewal, Momentum Services has submitted a 0.0% cost increase. They have provided acceptable levels of service during this past agreement period and staff recommends renewing the agreement for an additional year.

Total expenditures paid towards the current contract from December 21, 2024 through November 21, 2025 are $35,893.

Cost: (Not to exceed $60,000)

Funding Source: 1101415-530870

Requested By: Rocky Henkle, Community Development Director

Approved By: City Manager's Office

Attachments: Original Service Agreement
Contract Renewal Letter
Momentum Renewal Contract

Recommendation:
Approve the Amendment to extend the Service Agreement for one year with Momentum Services.

MOMENTUM SERVICES

Property & Landscape Maintenance

November 24th, 2025

Mr. Williford,

This letter is to Inform you that it is my wishes to renew our Nuisance Abatement contract with the City of Broken Arrow for the 2025/2026 season; For the record I'm the sole owner of Momentum Services LLC and do have the Authority to bind this company in this capacity. Should there be anything further outside of my "Intention to renew "at this point please don't hesitate to contact me via cell or Email.

Thank You in Advance for this opportunity

Brian A Homberger

Managing Member

Momentum Services L.L.C.

918-951-1753

momentumservices@cox.net

RENEWAL OF A NUISANCE ABATEMENT PROPERTY STRUCTURE SECURING AGREEMENT BETWEEN THE CITY OF BROKEN ARROW AND MOMENTUM SERVICES, LLC,

RECITALS

WHEREAS, the City and the Momentum Services, LLC originally entered into an Abatement Property Structure Securing Agreement on the December 21, 2023.

WHEREAS, the City and Momentum Services, LLC wish to renew the Agreement to become effective December 21, 2025, through December 21, 2026; and

This renewal shall remain in full force and effect December 21, 2025, through December 21, 2026. Upon approval and execution of the parties, this Renewal shall be attached to and become a part of the Abatement Property Structure Securing Agreement between the City of Broken Arrow and Momentum Services, LLC.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

Contractor: _____ Date: _____
Momentum Services, LLC

Approved: _____ Date: _____
Community Development Director

Approved: _____ Date: _____
City Manager

CITY OF BROKEN ARROW, OKLAHOMA

Approved as to Form:

_____
Deputy City Attorney

ATTEST:

_____
City Clerk

ORIGINAL

BROKEN ARROW

Where opportunity lives

PROPOSAL AND CONTRACT DOCUMENTS FOR

Nuisance Abatement - Structural Securing Contract

CONTRACT NO. 24XXXX
BID NO. 24.115

BROKEN ARROW CITY COUNCIL

Debra Wimpee, Mayor
Christi Gillespie, Vice Mayor
Johnnie Parks, Member
Lisa Ford, Member
Justin Green, Member

Michael L. Spurgeon., City Manager
Ethan J.L. Edwards, P.E., Director of Engineering and Construction
Joe Williford, Chief Building Inspector

CONTRACT NO. 24XXXX
TABLE OF CONTENTS

I. BIDDING REQUIREMENTS AND INSTRUCTIONS

Notice and Invitation to Bidders 4
Requirements for Bidding and Instructions to Bidders 7

II. PROPOSAL DOCUMENTS

Proposal 16
Non-Interest Affidavit 20
Affidavit of Non-Boycotting of Energy Companies 21
Non-Collusion Affidavit 22
Certificate Regarding Debarment, Suspension and other Responsibility Matters 23
Statement of Qualifications and Experience 24

III. SURETY BONDS

Statutory Bond 26
Performance Bond 27
Maintenance Bond 28

IV. STANDARD CONTRACT TERMS AND CONDITIONS FOR PUBLIC CONSTRUCTION CONTRACTS

1.0 Definitions 30
2.0 Scope 33
3.0 Contract Administrator's Power and Duties 34
4.0 Time for Completion 35
5.0 Liquidated Damages 36
6.0 Contractor's Duties and Responsibilities Regarding the Work 36
7.0 Contractor's Obligation and Risk 44
8.0 Contractor to Check Drawings and Schedules 45
9.0 Drawings Furnished by Contractor 45
10.0 Patent Rights 45
11.0 Modification and Alterations 45
12.0 Suspension of Work on Notice 46
13.0 City's Right to Terminate Contract 46
14.0 Contractors' Right of Protest 47
15.0 Extra Work 47
16.0 Supervision and Inspection 49
17.0 Control of Materials 49
18.0 Legal Duties and Responsibilities to the Public 50
19.0 Contractor Is Independent Contractor 51
20.0 Contractor and His Employees 51
21.0 Assignment and Subletting of Contract 51
22.0 Indemnification and Defense of Suits 52
23.0 Worker's Compensation, Employer's Liability Insurance, Owner's Risk and Liability Insurance and Property Insurance Requirements 53
24.0 Minimum Insurance Amounts 53
25.0 Method and Basis of Payment for Items of Work 54

26.0	Administrative Costs and Fees	56
27.0	Payments	56
28.0	Release of Liability and Acceptance	57
29.0	Payment or Acceptance Not a Waiver by City	57
30.0	Contractor's Obligation after Acceptance	57
31.0	Contractor's Warranties and Guaranties	58
32.0	Laws and Ordinances	58
33.0	Immigration Compliance	58
34.0	Notices	59
35.0	Sections and Paragraph Captions	59
36.0	Contract Binding on the Parties	59

V. GENERAL SPECIFICATIONS

Division I	Control of Equipment	62
Division II	Construction Specifications	63
Division III	Material Specifications	64
Division IV	Special Provisions	65

VI. BOARD UP PROCEDURES (US FIRE ADMINISTRATION) 67

SECTION I.
BID REQUIREMENTS
AND INSTRUCTIONS

NOTICE AND INVITATION TO BIDDERS
CONTRACT NO. 24XXXX
QUESTCDN PROJECT NO. 8759857
BID NO. 24.115

Notice is hereby given that the City of Broken Arrow, Oklahoma is accepting Bids on the following Work:

Nuisance Abatement - Structural Securing Contract: This contract is for the mowing and trimming of private and/or public lots; the removal and disposal of ALL trash, debris, tires, appliances, fluids, etc.; the securing of structures; tree and brush removal; clearing of property; trenching, construction of earthen barriers, fences, backfilling, draining swimming pools and other sources of stagnant water entrapment on private and/or public land as needed.

The work under this contract shall be performed within the corporate limits of the City of Broken Arrow or upon other properties that might be owned by the City, at the unit price bid for each work item completed. The work will be accomplished by the issuance of individual work orders which will define the property or properties and work items to be performed. This contract will be for one year (i.e., 365days) from date of award., with two (2) optional one (1) year (356 day) extensions. Upon mutual agreement by the City and the CONTRACTOR, this contract may be renewed for another year, up to two total renewals, with up to a three percent (3%) increase in unit prices per year.

There will be an optional pre bid meeting on October 17, 2023 from 10:00 AM. This meeting will be held virtually. The link for the pre bid meeting can be found by opening the link below, then opening up the correct project under "Current Bid Opportunities":

https://www.brokenarrowok.gov/business/bids-contracts

Contract No: 24XXXX

Complete digital project documents are available at

https://qap.questcdn.com/qap/projects/prj_browse/ipp_browse_grid.html?projType=all&provider=7011687&group=7011687

or by "control clicking" on the following link:

Broken Arrow, City of - Projects

and/or www.questcdn.com. A contractor may view the project documents at no cost prior to becoming a Planholder. Input the QuestCDN project number 8759857 on the website's projects search page to download the digital project documents for $22. Contact QuestCDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. Project bid documents must be downloaded from QuestCDN which will add your company to the Planholder List and allow access to vBid online bidding for the submittal of your bid (which is required for this project). Bidders will be charged a fee of $42 to submit a bid electronically.

FOR THIS PROJECT, BIDS WILL ONLY BE RECEIVED AND ACCEPTED VIA THE ONLINE ELECTRONIC BID SERVICE THROUGH QUESTCDN.COM. All required affidavits and Proposal Guarantees MUST be submitted through QuestCDN.com with bid documents. Only bids submitted as required above by 1:45 p.m. on the date of the bid opening

will be considered.

Sworn statement of the Bidder's assets and liabilities, technical qualifications and performance in the form of the latest annual report and financial statement are not required to be submitted with the Bidder's Proposal, but City of Broken Arrow may require such statements prior to award of the construction contract. The References, using the forms found in Section II Proposal Documents, must be submitted with the bid and include, as a minimum, the information required herein. Failure to submit the information required in these documents may result in the City of Broken Arrow considering the Bid non-responsive and result in rejection of the Bid by the City of Broken Arrow. Bidders may be required to provide supplemental information if requested by the City of Broken Arrow to clarify, enhance or supplement the information provided in the References.

The apparent successful Bidder shall, within two (2) days after Bid opening, submit to The City a list of the Suppliers, individuals or entities proposed for the following portions of the Work: the mowing and trimming of private and/or public lots; the removal and disposal of ALL trash, debris, tires, appliances, fluids, etc.; the securing of structures; tree and brush removal; clearing of property; trenching, construction of earthen barriers, fences, backfilling, draining swimming pools and other sources of stagnant water entrapment on private and/or public land as needed.. Such list shall be accompanied by a Statement of Qualifications, using the forms found in Section II Proposal Documents, with pertinent information regarding similar projects and other evidence of qualification and experience for each such Subcontractor, Supplier, or other individual or entity. If The City or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, The City may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute, within one (1) day of notification. If apparent Successful Bidder declines to make any such substitution, The City may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. In such event, the next lowest Bidder shall, within two (2) days after requested by The City, submit to The City the above required list of the Subcontractors, Suppliers, and other individuals or entities.

In evaluating whether a Bidder is responsible, City of Broken Arrow will consider the qualifications and experience of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided above.

As a Proposal Guarantee, a certified check, cashier's check, bid bond or irrevocable letter of credit issued by an insured financial institution as required by law must accompany each Proposal for an amount equal to five percent (5%) of the total Bid made payable, without reserve, to the City of Broken Arrow. The successful Bidder must, within ten (10) days after receiving notice of award, furnish a Performance Bond, Statutory Bond and Maintenance Bond in the forms prescribed by City of Broken Arrow in the amounts equal to the Contract price.

BIDS WILL BE OPENED publicly at 2:00 p.m. on November 7, 2023,

at http://www.brokenarrowok.gov/business/bids-contracts/virtual-bid-

openings

or by "control clicking" on the following link:

Virtual bid openings | Broken Arrow, OK.

Due to social distancing requirements of the COVID-19 health crisis, bidders and other members of the public may attend and view the bid opening only through the following online access:

http://www.brokenarrowok.gov/business/bids-contracts/virtual-bid-openings

or by "control clicking" on the following link:

Virtual bid openings | Broken Arrow, OK.

The bid opening will be live-streamed and recorded.

The acceptance and award of this Bid will be considered by the Broken Arrow City Council. The City of Broken Arrow reserves the right to reject any or all Bids. Project will be awarded to the responsible Bidder with the lowest base bid or lowest combined base and additive alternate bids, if any, which is most advantageous to City of Broken Arrow. Applicable additive alternates, if any, will be determined at the City of Broken Arrow's discretion. The lowest responsible Bidder will be notified within ten (10) working days of the Bid opening as to when this Public Construction Contract will be placed on the Broken Arrow City Council Agenda for consideration.

Ethan JL Edwards 10/5/2023

Ethan J.L. Edwards, P.E.
Director of Engineering and Construction

Advertise: October 10, 2023
October 17, 2023

REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

CONTRACT NO. 24XXXX

QUESTCDN PROJECT NO. 8759857

BID NO. 24.115

Notice is hereby given that the City of Broken Arrow, Oklahoma is accepting Bids on the following Work:

Nuisance Abatement - Structural Securing Contract: This contract is for the mowing and trimming of private and/or public lots; the removal and disposal of ALL trash, debris, tires, appliances, fluids, etc.; the securing of structures; tree and brush removal; clearing of property; trenching, construction of earthen barriers, fences, backfilling, draining swimming pools and other sources of stagnant water entrapment on private and/or public land as needed.

The work under this contract shall be performed within the corporate limits of the City of Broken Arrow or upon other properties that might be owned by the City, at the unit price bid for each work item completed. The work will be accomplished by the issuance of individual work orders which will define the property or properties and work items to be performed. This contract will be for one year (i.e., 365days) from date of award., with two (2) optional one (1) year (356 day) extensions. Upon mutual agreement by the City and the CONTRACTOR, this contract may be renewed for another year, up to two total renewals, with up to a three percent (3%) increase in unit prices per year.

There will be an optional pre bid meeting on October 17, 2023 from 10:00 AM. This meeting will be held virtually. The link for the pre bid meeting can be found by opening the link below, then opening up the correct project under "Current Bid Opportunities":

https://www.brokenarrowok.gov/business/bids-contracts

Contract No: 24XXXX

Complete digital project documents are available at

https://qap.questcdn.com/qap/projects/prj_browse/ipp_browse_grid.html?projType=all&provider=7011687&group=7011687

or by "control clicking" on the following link:

Broken Arrow, City of - Projects

and/or www.questcdn.com. A contractor may view the project documents at no cost prior to becoming a Planholder. Input the QuestCDN project number 8759857 on the website's projects search page to download the digital project documents for S22. Contact QuestCDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. Project bid documents must be downloaded from QuestCDN which will add your company to the Planholder List and allow access to vBid online bidding for the submittal of your bid (which is required for this project). Bidders will be charged a fee of $42 to submit a bid electronically.

FOR THIS PROJECT, BIDS WILL ONLY BE RECEIVED AND ACCEPTED VIA THE ONLINE ELECTRONIC BID SERVICE THROUGH QUESTCDN.COM. All required

affidavits and Proposal Guarantees MUST be submitted through QuestCDN.com with bid documents. Only bids submitted as required above by 1:45 p.m. on the date of the bid opening will be considered.

THE CITY OF BROKEN ARROW RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. The City of Broken Arrow reserves the right to select the Proposal, the award of which will, in City's judgment, best secure the efficient and due performance of the Work, after considering the responsibility of the Bidders and the amounts of their Bids. Contracts will be awarded only to qualified Bidders capable of performing the classes of Work required.

Bids in which the prices are obviously unbalanced may be rejected. Proposals that are incomplete, obscure or contain additions not called for, erasures, alterations or irregularities of any kind may be rejected as informal.

Until the final award of the Contract, the City of Broken Arrow reserves the right to reject any or all Proposals and to waive technical errors and/or informalities at its sole discretion, as may be deemed to be for the best interests of the City. Whether the failure to comply with any bid requirement is a technical error or informality is at the sole discretion of the City.

BIDS WILL BE OPENED publicly at 2:00 p.m. on November 7, 2023,

at http://www.brokenarrowok.gov/business/bids-contracts/virtual-bid-

openings

or by "control clicking" on the following link:

Virtual bid openings | Broken Arrow, OK.

Due to social distancing requirements of the COVID-19 health crisis, bidders and other members of the public may attend and view the bid opening only through the following online access:

http://www.brokenarrowok.gov/business/bids-contracts/virtual-bid-openings

or by "control clicking" on the following link:

Virtual bid openings | Broken Arrow, OK.

The bid opening will be live-streamed and recorded.

Each Bidder is required to state in their proposal, their full name and address and the names of all persons and/or entities interested with them. If made by a partnership, the name and post office address of each partner must be shown. If made by a corporation, the Proposal must show the name of the state under the laws of which the corporation was incorporated and the name and title of the officer or officers with authority to sign the Contract. If made by a limited liability company, the Proposal must show the name of the member or members with authority to sign the Contract. A Proposal signed by an agent must be accompanied by satisfactory evidence of his authority to sign such Proposal on behalf of the Bidder. No Bid will be considered if made in collusion with any other Bidder. The Bidder shall sign their Proposal.

More than one Bid from an individual, partnership or business entity, whether under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the Work will cause rejection of all Bids submitted by such

Bidder. The Bidder shall execute a non-interest and non-collusion affidavit which shall be submitted with and as a part of the Bid.

Bids shall be made upon each item of the Work with reasonable relation to the probable cost of doing the Work included in such item. The unit price bid must cover all expense for furnishing the labor, materials, tools, equipment, and apparatus of every description to construct, erect, and furnish all work required by and in conformance with the Drawings and Specifications. The right is reserved to reject wholly any Bid in the case the items thereof are grossly unbalanced or appear to the City to be so unbalanced as to adversely affect or to likely adversely affect the best interests of the City. No partial Bids will be considered and permission will not be given for the withdrawal of any Bid after the Bid opening.

The References, using the forms found in Section II Proposal Documents, must be submitted with the bid and include, as a minimum, the information as described in this section of the Contract Documents. Failure to submit the required information in the References may result in the Owner considering the Bid non-responsive and result in rejection of the Bid by the Owner. Bidders may be required to provide supplemental information if requested by the Owner to clarify, enhance or supplement the information provided in the References.

As a Proposal Guarantee, a certified check, cashier's check, bid bond or irrevocable letter of credit issued by an insured financial institution as required by law must accompany each Proposal for an amount equal to five percent (5%) of the total Bid made payable, without reserve, to the City of Broken Arrow. A scanned copy of the Proposal Guarantee shall be uploaded at www.questcdn.com along with the Proposal. The original certified check or cashier's check shall be mailed by bidder and received by the Engineering & Construction Department within 48 hours of the bid submission deadline. Such certified or cashier's checks will be returned promptly to the Bidders after the Contract is awarded, except the check or bond deposited by the successful Bidder. Such check or bond will be promptly returned when the successful Bidder executes the Contract and furnishes the required security within the time provided. No Bid will be considered which is not accompanied by said cashier's check, certified check, irrevocable letter of credit or bond, as provided herein.

The cashier's check, certified check, irrevocable letter of credit or bond shall be deposited as a Proposal Guarantee that the Bidder, if successful, will enter into the Contract and furnish a Performance Bond, Statutory Bond and Maintenance Bond. A surety company authorized to do business in Oklahoma, having a local representative and satisfactory to the City of Broken Arrow, will be required as surety on said bonds. Failure to provide the guarantee of a surety company as surety for a Bond will be sufficient cause for rejection of the Bid.

The Contractor will be required to carry workmen's compensation and public liability insurance as required by law and by City's Standard Contract Terms and Conditions for Public Construction Contracts.

Bidder's attention is called to Title 68, O.S. § 1701, *et seq.* of the Oklahoma Statutes. This Act requires non-resident contractors and subcontractors to give written notice, by certified mail with return receipt request, to the Oklahoma Tax Commission, the Oklahoma Employment Security Commission, the State Industrial Court, and the County Assessors of each county in which such Contract Work or services is to be performed before actually commencing Work. This Act also requires the Contractor to file with the Oklahoma Tax Commission a Surety Bond with a Surety authorized to do business in Oklahoma in the penal sum of not less than ten percent (10%) of the amount of the Contract price, payable to the State of Oklahoma, conditioned upon compliance with the tax laws of Oklahoma, both state and local, the Oklahoma Employment Security Act and the Oklahoma Workmen's Compensation Law.

The apparent successful Bidder shall, within two (2) days after Bid opening, submit to City of Broken Arrow the References, using the form found in Section II Proposal Documents, with pertinent information regarding similar projects and other evidence of qualification and experience for each such Subcontractor, Supplier, or other individual or entity. If City of Broken Arrow or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, City of Broken Arrow may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute, within one (1) day of notification, in which case apparent Successful Bidder shall submit substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award. If apparent Successful Bidder declines to make any such substitution, City of Broken Arrow may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. In such event, the next lowest Bidder shall, within two (2) days after requested by the City of Broken Arrow, submit to City of Broken Arrow the above required list of the Subcontractors, Suppliers, and other individuals or entities.

Any Subcontractor, Supplier, individual, or entity so listed and against which City of Broken Arrow or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to City of Broken Arrow and Engineer unless or until the work performed by said individual or entity is deemed unacceptable by City of Broken Arrow.

In evaluating whether a Bidder is responsible, City of Broken Arrow will consider the qualifications and experience of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided above.

The successful Bidder will be required to execute the Contract and deliver the same, together with the required bonds, within ten (10) days from the date that the notice of the award is given to the successful Bidder, either by personal delivery or by registered mail, addressed to the successful Bidder at their residence or place of business as set out in their proposal. Should the successful Bidder fail or neglect to execute the Contract, the Bid award and Contract will be deemed to have been abandoned by the successful Bidder and thereupon, the amount of the Proposal Guarantee accompanying the proposal shall be due and payable to the City of Broken Arrow as liquidated damages.

Bidders shall carefully examine the site of the proposed Work and shall inform themselves as to facilities for delivery and placing of all materials and equipment. **For questions, please contact the Engineering & Construction Department by email at engineering.construction@brokenarrowok.gov or by phone at (918)259-7000 x5414.** No assertions by the Contractor for lack of knowledge of the existing conditions of the property or difficulties encountered in executing the Work as a result of a failure to inspect the property or site will be accepted as an excuse for any failures or omissions to fulfill all of the Contract requirements or as a basis for a claim for compensation for Extra Work. The Bidder is required to read, examine and acquaint themselves with the Proposal, Plans and Specifications, and Standard Contract Provisions for the Work contemplated. The Bidder, in submitting a proposal, warrants that the Bidder has investigated and is acquainted with the conditions to be encountered in performing the Work, including the character, quality and quantities of Work to be performed and the requirements of the Contract. Submission of a Bid shall be considered conclusive evidence that the Bidder has made such examinations and is fully aware of all the conditions pertaining to the site, Work and Contract Documents.

The Bidder's attention is directed to the Standard Contract Terms and Conditions concerning discrimination.

A Bidder may withdraw the Bidder's Proposal through www.questcdn.com at any time prior to the bid submission deadline.

Proposals will be opened, read and viewed publicly as provided above. After the Proposals are opened and read, the totals will be compared and the results of such comparison will be immediately made public. Errors in extensions of unit prices or incomplete extensions thereof may result in the rejection of a Proposal. Conditional bids will not be accepted.

The Award of the Contract, if it be awarded, will be to the lowest responsible Bidder whose Bid complies with all the requirements prescribed, exclusive of technicalities and/or informalities waived. The award will be made within thirty (30) days after the date of opening the Proposals. When the Notice to Bidders permits Bidders to Bid in the alternative on any one, or upon any two or more of a group of Public Construction Projects, the Contract or Contracts for the Work of those Public Construction Projects will be awarded pursuant to the Bid or the combination of Bids, which will, in City's judgment, best secure the efficient and due performance of the Work, after considering the responsibility of the Bidders and the amounts of their Bids.

The successful Bidder must, within ten (10) days after receiving notice of the award, furnish a Performance Bond, Statutory Bond and Maintenance Bond in the forms prescribed by the City of Broken Arrow in the amounts equal to the Contract price. The Contractor shall maintain these Bonds until final payment is made under the Contract and in the event of insolvency of the Surety, the Contractor shall forthwith furnish and maintain other Surety satisfactory to the City of Broken Arrow. One (1) copy of each of the Statutory Bond must be filed with the City Clerk for the City of Broken Arrow. The Maintenance Bond shall guarantee the Work done under the Public Construction Contract for a period of one (1) year after final acceptance by the City of Broken Arrow against defects in materials or workmanship.

The condition of the Sureties' obligations under this Contract is that if the Contractor shall well and truly keep and perform each and all of the obligations delegated to Contractor herein, including, without limitations by specification, the maintenance of the work for the period stated herein above, then after completion in the manner thereinafter provided, the Sureties' obligations shall be null and void. Otherwise, should Contractor fail to perform as fully set out herein the Sureties' obligations shall remain in full force and effect.

The condition of the Sureties' obligations under this Contract is that they shall be liable to the City of Broken Arrow in a direct action, either with or without said Contractor as a part, for any failure of said Contractor to discharge, carry out and perform every promise, covenant, obligation, condition, term or provision herein to be kept or performed by the said Contractor and that Sureties agree to respond to the City of Broken Arrow for all damages sustained by it for reason of any such failure. In the event of default by Contractor, Sureties may fulfill the obligations hereunder by completing the Work pursuant to the terms herein.

The condition of the Sureties' obligations are that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed hereunder shall in any way affect the obligation of the Sureties, and the Sureties waive notice of any such change, extension of time, alteration or addition to the terms of this Contract or to the Work or Specifications.

The successful Bidder will be required to execute the Contract within ten (10) days from the date that the Notice of Award is given to the Bidder by personal delivery or by registered mail addressed to the same at the residence or place of business address as stated in the Bid. No Bid shall be considered binding on the City of Broken Arrow until the Contract is executed by both parties.

Failure by the successful Bidder to execute the Contract and to file the required Bonds shall be just cause for the annulment of the award and the forfeiture of the Proposal Guaranty to the City of Broken Arrow, not as a penalty but as liquidated damages. In such event, such Bidder will not and cannot be considered the lowest responsible Bidder and an award may then be made among the remaining Bidders, to the lowest responsible Bidder of the remaining Bidders; or the Public Construction Contract for the Work may be re-advertised, as the City of Broken Arrow may decide.

Coordination of drawings and specifications: Project Drawings, Technical Specifications, and all supplementary documents are essential parts of the Contract and a requirement in one is as binding as if in all. The City intends them to be complementary and to describe a complete Contract. In case of discrepancy between Contract documents, the order of precedence is as follows: (1) For Information, Technical Specifications over Drawings; (2) For Dimensions, Project Drawings over Specifications. Project Drawings and Specifications both take precedence over supplementary documents.

The City of Broken Arrow shall return a fully executed copy of agreement within fourteen (14) days after its execution. The City of Broken Arrow proposes to begin actual work within ten (10) days of notification to proceed. Contract time for project shall be Three Hundred Sixty Five (365) calendar days. Liquidated damages for this Contract are the sum of One Thousand dollars and no cents ($1,000.00) per day for each day the Contractor exceeds the Contract time for completion. This amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages sustained by the City of Broken Arrow in such event.

The City of Broken Arrow is exempt from the payment of sales taxes or use taxes, and pursuant to Title 68 O.S. Section 1356(10), direct vendors to the City of Broken Arrow are also exempt from those taxes. A bidder may exclude from his bid appropriate sales taxes which he will not have to pay while acting for and on behalf of the City of Broken Arrow. See the City of Broken Arrow Standard Contract Terms and Conditions for Public Construction Contracts.

CITY OF BROKEN ARROW, OKLAHOMA

By: Ethan JL Edwards 10/5/2023

Ethan J.L. Edwards, P.E.
Director of Engineering and Construction

Bidder to satisfactorily and without delay, carry out the performance of the Contract. Such showing may (but need not) be made, in whole or in part, by letters of credit. Each Bidder may further be required to submit on the same form a sworn statement of his technical qualifications and performance record. These statements shall be submitted with the Bidder's Proposal and shall be in the form of the latest annual report and financial statement. The City of Broken Arrow may reject any Bid, which is not accompanied by said questionnaire. Requirements for said statements will be presented in the Notice to Bidders.

Before the Contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition and manufacturer of any or all materials to be used in the construction of the Work, together with samples, which samples may be subjected to the tests provided for in the Specifications.

All workmanship shall be of the best procurable kind, both as to material and labor, in accordance with the plans and specifications on file with the Engineering and Construction Department.

Payment for the Work will be made by voucher upon estimates furnished to the City of Broken Arrow.

Written Change Orders shall be issued for all necessary changes in the Work. No work shall be done without a fully executed Changer Order and such Change Orders shall be made a part of the Project file and be available for audit.

Each Bidder's Proposal or Proposals, submitted electronically through QuestCDN, for each Construction Project, for each group of Construction Projects for which Bids are to be opened simultaneously, and which (pursuant to the applicable Notice to Bidders) may be Bid upon jointly, shall be placed together, with all required documents in the Bid Proposal package. The Bidder's latest annual report and most current financial statement shall be provided if requested by the City after bids are opened but prior to contract award and so marked as to indicate the identity of the Work being Bid upon and shall include the name and address of the Bidder. Proposals will be received in the Office of the Director of Engineering and Construction until the hour and date specified in the Notice to Bidders.

Anyone contemplating submitting a Bid for the proposed Work who is in doubt as to the true meaning of any part of the Plans and Specifications or other Contract Documents or should anything be omitted from the Plans and Specifications and Drawings, which is necessary for a clear understanding of the Work or it appears that various instructions are conflicting, then the Bidder should request, in writing, written instructions to clarify such omissions or discrepancies to the Engineering & Construction Department by email at engineering.construction@brokenarrowok.gov or by phone at (918)259-7000 x5414, no later than seven (7) calendar days prior to opening Bids. **Requests for substitution of materials or equipment which require pre-approval must be submitted, along with all necessary signed and sealed plans for said substitutions, to the Engineering & Construction Department by email at engineering.construction@brokenarrowok.gov or by phone at (918)259-7000 x5414 no later than ten (10) calendar days prior to the bid opening date.** The party submitting such request shall be responsible for its prompt delivery. An interpretation of the Contract Documents will be made only by Addendum duly issued and copy of such Addendum will be delivered through QuestCDN to each party that received a set of the Contract Documents. The City of Broken Arrow will not be responsible for any other interpretation of the Contract Documents.

The successful Bidder will not receive any direct payment for providing plant, tools and equipment; furnishing, erecting, maintaining and removing the construction plant, construction roads, camps, sanitary conveniences, temporary water supply, trestles, de-watering and other temporary works; furnishing insurance, Bonds, Drawings, records, payment of fees, defense of suits; and any and all incidental requirements, whether or not they are enumerated in this paragraph. Compensation for the above listed items shall be considered included in the Proposal amounts stipulated for the Bid items, the payment for which shall constitute the total compensation due the successful Bidder for the performance of this Contract.

The site and/or Rights-of-Way where the Work is to be performed are shown on the Plans and Specifications. The Bidder, in submitting a Bid, warrants that the site or Rights-of-Way provided by the City of Broken Arrow are adequate for the performance of the Work. If any additional working area is required, the Contractor shall, at his own expense, arrange for such working area. The City of Broken Arrow shall not be liable for additional compensation as a result of any delay in obtaining Rights-of-Way. Any working area used by the Contractor shall be left in a condition satisfactory to the Contract Administrator prior to payment of the final estimate.

It is the obligation of the Bidder to make an investigation of sub-surface conditions prior to submitting a Bid. The Bidder may examine, at the office of Engineering and Construction, the records, which may or may not be shown on the Plans. Boring, test excavations, and other sub-surface investigations are not warranted to show the actual sub-surface conditions. The Bidder agrees that the Bidder will make no claims against the City of Broken Arrow; if, in carrying out the Work, the Bidder finds that the actual conditions encountered do not conform to those surface investigations. The estimated quantities shown on the Plans or in the Proposal Form, whether or not based on boring, test excavations and other sub-surface investigations, are in no way warranted to indicate the true quantities or distribution of quantities. The Bidder agrees that the Bidder will make no claim against the City of Broken Arrow if the actual quantities do not conform to the estimated quantities.

If the Work is let on the basis of a lump-sum Contract or if the estimated quantities of the Work or the lump-sum items of the Work are only approximate, although the result of calculations, the Bidder must obtain and be responsible for the data upon which the Bidder bases their Bid. The Bidder shall not be entitled to any additional compensation in case the quantities of Work actually done to fulfill the Contract and complete the Work are different from the estimated quantities.

The quantities listed in the Proposal submitted electronically through QuestCDN are to be considered approximate and are to be used only for the comparison of Bids and as basis for computing amount of security or penal sums of bonds to be furnished. The unit and lump sum process to be tendered by the Bidders are to be for the scheduled quantities as they may be increased or decreased. Payments, except for lump sum contracts and lump sum items in unit-price contracts, will be made to the Contractor only for the actual quantities of Work performed and materials furnished and may each be increased or diminished as hereinafter provided without in any way invalidating the unit and lump sum prices set forth in the Proposal and embodied in the Contract.

All Bidders must understand that the Work shall be completed in strict accordance with the Standard Contract Terms and Conditions, Plans and Specifications as interpreted by the Engineer. Interested Bidders should thoroughly examine the form of the Contract and all Contract Documents that pertain to the Work.

Before the Contract is awarded, any Bidder may be required to show, to the satisfaction of the City of Broken Arrow, that the Bidder has or can obtain the necessary and proper equipment,

tools, facilities and means and that the Bidder has the experience, ability and financial resources to perform the Contract within the time specified and in a satisfactory manner and have a satisfactory plan of operation for carrying out the terms of the Contract.

Each Bidder may be required to submit a sworn statement of the Bidder's assets and liabilities, supplemented, if the Bidder desires, with other evidence of the Bidder's possession of, or ability to procure, financial resources, which in the opinion of the City of Broken Arrow, will enable the

SECTION II.
PROPOSAL DOCUMENTS

PROPOSAL

TO: CITY COUNCIL
CITY OF BROKEN ARROW, OKLAHOMA

Note: Give the full name and address of every Bidder. Give the legal name of a corporation and the State incorporated, together with the name and address of the Corporate President and Vice President. If the Bidder is an LLC or PLLC, give the full name and address of the managing member. If Bidder is a partnership, give the full name and address of each partner.

Made by: Brian A. Homberger, Managing member
16142 State Hwy 72 Cowden Ok 74429

Momentum Services LLC.
State of Oklahoma

Business Address: P.O. Box: 4327

Street Address: 1216 E. Kenosha

City: Broken Arrow State: OK. Zip: 74012

Phone Number: 918-951-1753

The undersigned Bidder has carefully examined the Plans and Specifications and other Contract Documents of the Project to be Bid, and has read the applicable "Requirements for Bidding and Instructions to Bidders"; and

Certifies that the Bidder has full knowledge of the Work specified; and

Certifies that the Bidder is the only person interested in this Proposal, has not entered into collusion with any other Bidder; and

Certifies that the Bidder will enter into the Public Construction Contract with the City to provide all necessary and proper machinery, equipment, facilities and means and to do all the Work and furnish all the material necessary to properly carry out such Contract in the manner, on the terms and under the conditions set forth therein; and

Understands that Bids shall be made by submitting complete and complying documents required, including, but not limited to, this Proposal form, a Non-Interest Affidavit, a Non-Collusion Affidavit, a Certification Regarding Debarment, Suspension, and Other Responsibility Matters, and a list of references; and

Hereby proposes to begin actual Work within ten (10) days of notification to proceed. Contract time for the project shall be One Hundred Eighty (180)calendar days.

Bidder hereby agrees to accept in full payment therefore, the amounts set out and submitted by bidder through the QuestCDN electronic proposal. The bid proposal awarded from the submitted QuestCDN electronic bid proposals will be printed and inserted in this proposal section by the City of Broken Arrow for inclusion in the contract.

THE REMAINDER OF PAGE IS BLANK

Signed:

By: Brian A. Homberger
Printed Name)

Respectfully submitted,

Signature

Momentum Services LLC.
Firm Name

Managing Member
Title

1216 E Kenosha #327
Address

83-0495219
Employer I.D. No.

Broken Arrow OK. 74012
Address

(SEAL) – if BID is by a corporation

918-951-1753
Telephone No.

ATTEST:

Secretary/Witness

11/3/23
Date

THE REMAINDER OF PAGE IS BLANK

Itemized Bid

Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
1	1	Lot 75'x130' or less- Handmowing	Ea	80	$150.00	$12,000.00
2	2	Lot 75'x130' or less-Brushhog	Ea	10	$100.00	$1,000.00
3	3	Lot over 75'x 130' less than 1/2 Acre	Ea	10	$200.00	$2,000.00
4	4	Lot 1/2 acre to 1 Acre w/o Trimming	Ea	10	$150.00	$1,500.00
5	5	Lot 1/2 acre to 1 Acre with Trimming	Ea	100	$200.00	$20,000.00
6	6	Acreage over 1 Acre with Trimming	SQ Acre	5	$300.00	$1,500.00
7	7	Lot 75'x130' or less -Brushhog	Ea	80	$100.00	$8,000.00
8	8	Lot over 75'x130' less than 1/2 Acre- Brushhog	Ea	10	$150.00	$1,500.00
9	9	Lot 1/2 to 1 Acre- Brushhog	Ea	10	$150.00	$1,500.00
10	10	Acreage over 1 Acre with Trimming- Brushog	SQ Acre	10	$300.00	$3,000.00
11	11	Debris and Trash Removal	Cu Yd	1500	$28.00	$42,000.00
12	12	Tire Disposal- up to 17"	Ea	350	$5.00	$1,750.00
13	13	Tire Disposal- over 17"	Ea	250	$5.00	$1,250.00
14	14	Tire Disposal- Tractor/Equipment Tires	Ea	50	$10.00	$500.00
15	15	Each Window (0-16 SF)	Ea	250	$60.00	$15,000.00
16	16	Each Entry Door (17-32 SF)	Ea	100	$80.00	$8,000.00
17	17	Each Patio Door (33-48 SF)	Ea	20	$80.00	$1,600.00
18	18	Single Garage door (49-64 SF)	Ea	20	$80.00	$1,600.00
19	19	Double Garage door (65-112 SF)	Ea	20	$200.00	$4,000.00
20	20	Each Window (0-16 SF) High Security	Ea	125	$80.00	$10,000.00
21	21	Each Entry Door (17-32 SF) High Security	Ea	50	$100.00	$5,000.00
22	22	Each Patio Door (33-48 SF) High Security	Ea	10	$100.00	$1,000.00
23	23	Single Garage door (49-64 SF) High Security	Ea	10	$125.00	$1,250.00
24	24	Double Garage door (65-112 SF) High Security	Ea	10	$225.00	$2,250.00
25	25	2x4's for Framing	Ea	50	$10.00	$500.00
26	26	Service or Wait Calls	hr	30	$100.00	$3,000.00
27	27	Completed by Owner	Ea	10	$100.00	$1,000.00
28	28	Security Fence Installation	Ln Ft	100	$5.00	$500.00
29	29	Water Drainage pumping	hr	40	$200.00	$8,000.00
				Base Bid Total:		$160,200.00

Accompanying this Proposal is a ~~[certified check]~~ [cashier's check] ~~[Bid bond]~~ or ~~[irrevocable letter of credit]~~ (cross out three of four) for Eight Thousand, Ten Dollars ($ 8010.00) payable to the City of Broken Arrow, Oklahoma, as called for in the INSTRUCTIONS TO BIDDERS and it is hereby agreed that in case of failure of the part of the undersigned to execute the Contract as aforesaid and to deliver the same and the required Bonds, executed in the form attached hereto, to the City within ten (10) days from the date that notice of the acceptance of this Proposal is given the undersigned in writing by personal delivery or in by registered mail, the undersigned will be deemed to have abandoned the Contract, and thereupon the amount of the security shall be due and payable thereunder to the City of Broken Arrow, Oklahoma, as liquidated damages for such failure and not as a forfeiture.

In case this Proposal is accepted by the City of Broken Arrow, Oklahoma, the following surety company, namely: Great American Insurance Co. has agreed to become Surety on the Bond.

The undersigned acknowledges receipt of the following Addenda (give number and date of each):

_____

_____

Note: If the Proposal is made by an individual, it shall be signed with that individual's usual business signature, with the individual's business address and place of residence; if by a firm, the co-partnership name shall be signed by a member of the firm and the name and address of each member shall be given; if by a corporation, it shall be signed by a duly authorized officer, with the corporate name attested by the authorized officer subscribing his name, who shall file with the City, at the time of Bidding, a certified copy of the resolution of Directors or other proof of authority of the person subscribing such Bid to bind the corporation.

Signed: _____

By: Brian A. Hamburger
Printed Name)

Respectfully submitted,

_____
Signature

Momentum Services LLC.
Firm Name

Managing member
Title

1216 E Kenosha #327
Address

83-0499219
Employer I.D. No.

Broken Arrow, OK. 74012
Address

(SEAL) – if BID is by a corporation

918-951-1753
Telephone No.

ATTEST:

_____
Secretary/Witness

11/3/23
Date

(Accompany a bid bond with Attorney-in-Fact's authority from Surety)

NOTICE TO CUSTOMERS

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED, OR STOLEN. THE BANK IS NOT OBLIGATED TO TAKE ANY ACTION ON THE ABOVE UNTIL THE 90TH DAY AFTER DATE OF ISSUANCE.

ARVEST BANK

CUSTOMER COPY

No: 5690016804

Branch #: 569

DATE: 11/03/2023 81-87/829

Remitter: MOMENTUM SERVICES LLC

Pay Eight Thousand Ten Dollars and 00/100 *********$8,010.00

To The Order Of CITY OF BROKEN ARROW

Memo: BID BOND

CASHIER'S CHECK

NOT

NEGOTIABLE

NOTICE TO CUSTOMERS

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY OFFICIAL CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED, OR STOLEN. THE BANK IS NOT OBLIGATED TO TAKE ANY ACTION ON THE ABOVE UNTIL THE 90TH DAY AFTER DATE OF ISSUANCE.

ARVEST BANK

No: 5690016804

Branch #: 569

DATE: 11/03/2023 81-87/829

Remitter: MOMENTUM SERVICES LLC

Pay Eight Thousand Ten Dollars and 00/100 *********$8,010.00

To The Order Of CITY OF BROKEN ARROW

CASHIER'S CHECK

Memo: BID BOND

VOID VOID VOID VOID VOID VOID

⑈5690016804⑈ ⑆082900872⑆ 100104599⑈

Security features included. Details on back.

NON-INTEREST AFFIDAVIT

State of Oklahoma)
)§.
County of Tulsa)

Brian A. Homberger, of lawful age, being first duly sworn, states that Affiant is the agent authorized by the Bidder to submit the attached Bid.

Affiant further states that neither the chief administrative officer nor members of the governing body of the City of Broken Arrow or their relatives within the third degree of consanguinity or affinity is interested directly or indirectly through stock ownership, partnership interest or otherwise in the subject contract. In addition, no officer or employee of the City of Broken Arrow, either directly or indirectly, owns more than a twenty-five percent (25%) interest in the Bidder's business or the stock therein or any percentage which constitutes a controlling interest.

Affiant further states that currently and within one year prior to the date of this affidavit, neither Bidder nor an officer or a director of Bidder is engaging or has engaged in a partnership, joint venture or other business relationship with the architect, engineer or other party to this Project, or one of its officers or directors, except as disclosed in full below:

The nature of such business relationship is as follows:

N/A

The names of each person having such business relationship and the position he/she holds with the respective company or firm are:

N/A

Agent Authorized by Bidder/Contractor

Brian A. Homberger / momentum services LLC.
Legal Name of Bidder/Contractor

Subscribed and sworn to me this 3rd day of November, 2023

My Commission Expires:

JOSELINE GONZALES
Notary Public - State of Oklahoma
Commission Number 21000891
My Commission Expires Jan 20, 2025

Notary Public

NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the Bid:

State of Oklahoma)
)§.
County of Tulsa)

Brian A. Homberger, of lawful age, being first duly sworn, states that Affiant is the agent authorized by the Bidder to submit the attached Bid for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts 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 bid to which this affidavit is attached;

Affiant further states that he/she is fully aware of the facts and circumstances surrounding the making of the bid to which this affidavit is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and

Affiant further states that neither the Bidder nor anyone subject to the Bidder's direction or control has been a party:

a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,

b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract,

c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor

d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of this title.

THE REMAINDER OF PAGE IS BLANK

NON-COLLUSION AFFIDAVIT (CONTINUED)

Affiant certifies that, if awarded the contract, whether competitively bid or not, neither the Bidder nor anyone subject to the Bidder's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Broken Arrow any money or other thing of value, either directly or indirectly, in procuring the contract which is the subject of this Bid.

Certified this 3rd day of November 2023

Agent Authorized by Bidder/Contractor

Brian A. Hamburger / momentum services L.L.C.
Legal Name of Bidder/Contractor

Subscribed and sworn to before me this 3rd day of November, 2023

My Commission Expires: JOSELINE GONZALES
Notary Public - State of Oklahoma
Commission Number 21000891
My Commission Expires Jan 20, 2025

Notary Public

THE REMAINDER OF PAGE IS BLANK

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and

(b) Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that any false statements on this certification may be grounds for rejection of this Proposal or termination of the award. In addition, under Title 18 U.S.C.A. § 1001, *et. seq.* a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years or both.

Brian A. Homberger managing member
Typed Name & Title of
Authorized Representative

Signature of
Authorized Representative

I am unable to certify the above statements. My explanation is attached.

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Provide a list of projects below, which demonstrates, at a minimum, successful completion of any projects each that are similar in nature and scope to this project within the last five years.

Description & Location of Project: Nuisance Abatement

Owner Name & Address: City of Tulsa

Contract Person & Phone Number: Traci Jenkins

Original Contract Time: 5/2008 - Current days Actual Construction Time: ____ days

Original Owner Budget ($): ____ Bid Price ($): ____

Final Actual Project Cost ($): 600 - 800K per year

Description & Location of Project: Performed Abatements for the last 16 years

Owner Name & Address: City of Broken Arrow

Contract Person & Phone Number: Joe Willford

Original Contract Time: 2014 to present days Actual Construction Time: ____ days

Original Owner Budget ($): ____ Bid Price ($): ____

Final Actual Project Cost ($): Performed Abatements for the last 9 years 50K per

Description & Location of Project: Nuisance Abatements

Owner Name & Address: Tulsa county Health Dept.

Contract Person & Phone Number: Bernard Dinsdy

Original Contract Time: ____ days Actual Construction Time: ____ days

Original Owner Budget ($): ____ Bid Price ($): ____

Final Actual Project Cost ($): 10,000's

Description & Location of Project: ____

Owner Name & Address: ____

Contract Person & Phone Number: ____

Original Contract Time: ____ days Actual Construction Time: ____ days

Original Owner Budget ($): ____ Bid Price ($): ____

Final Actual Project Cost ($): ____

SECTION III.
SURETY BONDS

Bond No. 5407470

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that we Momentum Services, LLC, as Principal(s) and Great American Insurance Company, a Corporation organized under the laws of the State of Ohio, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma, in the penal sum of One Hundred Sixty Thousand Four Hundred and No/100---------- dollars ($160,400.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our successors and assigns, jointly and severely, firmly by these presents. Signed and sealed and delivered this 12th day of December, 20 23, in triplicate counterparts.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, the said Momentum Services, LLC has on this 12th day of December, 20 23, entered into a written Contract with the City of Broken Arrow, State of Oklahoma for Nuisance Abatement - Structural Securing according to the Plans and Specifications attached to said Contract, which includes the furnishing of all necessary tools, equipment, material and labor, in accordance with the Plans and Specifications contained in said Contract and made a part thereof, which Contract, Plans and Specifications, are by reference thereto made a part of this bond. The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Terms and Conditions accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the Terms and Conditions of the Contract or to the Work or to the Plans and Specifications.

NOW, THEREFORE, if said Momentum Services, LLC shall pay all indebtedness incurred by the Contractor, or his Subcontractor who perform Work, in the performance of such Contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract, then this obligation shall become null and void; otherwise to be in full force and effect.

Momentum Services, LLC
Contractor Principal

Attest:

By: Brian A. Homberger owner / managing member

Title

Title (seal)

Great American Insurance Company
Surety (seal)

Sharon Stone
Attorney in Fact - Sharon Stone

(Accompany this bond with Power of Attorney)

Bond No.: 5407470

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we **Momentum Services, LLC**, and **Great American Insurance Co.** with general offices in **Tulsa, OK**, a corporation organized under the laws of the State of **Ohio** and authorized to transact business in the State of Oklahoma, as Surety, and held and firmly bound unto the City of Broken Arrow, Oklahoma, a municipal corporation existing under the laws of the State of Oklahoma, in the penal sum of **One Hundred Sixty Thousand Four Hundred Dollars and No/100-------** dollars ($**160,400.00**) lawful money of the United States, in payment of which sum well and truly to be made, the said Principal and Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents. Signed, sealed and delivered this **12th** day of **December**, 20**23**.

WHEREAS, said Principal has entered into a written Contract with the City of Broken Arrow dated **December 6**, 20**23**, according to the Plans and Specifications attached to said Contract, which includes the furnishing of all necessary tools, equipment, materials, and labor, a copy of which Contract, together with all Plans and Specifications is hereto attached and made a part hereof as if set out in full herein; and for the payment to the City of Broken Arrow, Oklahoma, of all sums due, or which may become due, by the terms of this Contract, as well as by reason of any violation thereof by the Principal herein; and for the payment of any and all judgments, costs of suits and actions brought against the City of Broken Arrow, Oklahoma, or its officers, for any cause whatever arising from, or on account of, any injuries or damage to life or property, suffered or sustained by any person, or persons, firm, or corporation, caused by the Principal herein, its agents, servants, or employees, in the construction of said Work, or by or in consequence of, any negligence, carelessness, or misconduct, in guarding or protecting the same, or from any improper defective materials used in the construction of said Work, or any act of omission of said Principal, or its agents, servants, or employees; and for the protection of the City of Broken Arrow, Oklahoma, against all suits or claims for infringements, or alleged infringements, or patent rights or processes. The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the Terms and Conditions of the Contract or to the Work to be performed thereunder or the Plans and Specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the Terms and Conditions of the Contract or to the Work or to the Plan and Specifications.

NOW, THEREFORE, the said Principal has caused these presents to be executed in its name, and its corporate seal to be hereto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney in fact, duly authorized thereunto to do so, the day and year first above written and these presents have been executed in triplicate counterparts.

Momentum Services, LLC
Contractor Principal

Attest:

By: _____

_____
Title

Brian A. Hamberger owner/managing member
Title (seal)

Great American Insurance Company
Surety (seal)

Sharon Stone
Attorney in Fact - **Sharon Stone**

(Accompany this bond with Power of Attorney)

Bond No.: 5407470

MAINTENANCE BOND

WHEREAS, the undersigned, **Momentum Services, LLC** has executed Contract No. **24XXXX**, dated the **6th** day of **December**, 20**23**, designated and known as **Nuisance Abatement-Structural Securing** for the construction of **Nuisance Abatement-Structural Securing** including all of the Work mentioned and described in said Contract, and to be performed by the undersigned strictly and punctually in accordance with the Terms and Conditions and the Plans and Specifications thereof.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that **Momentum Services, LLC** **1216 E. Kenosha #327**, of **Broken Arrow, Oklahoma** as Principal, and *as Surety, are jointly and severally, firmly held and bound into the City of Broken Arrow the sum of **One Hundred Sixty Thousand Four Hundred and No/100-** dollars ($**160,400.00**) lawful money of the United States of American, same being the approximate cost of the Contract herein referred to, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

***Great American Insurance Company**

THE CONDITION OF THIS BOND is such that the said Principal and Surety herein named do hereby agree and bind themselves unto and guarantee the City of Broken Arrow that all work done under said Contract was constructed with materials and in such a manner that the same shall endure without need of any repair whatsoever for a period of one (1) year from and after the formal acceptance of said project by the City of Broken Arrow, and that all the expense of said Principal and/or Surety, all failures occurring and arising from any defect in material or workmanship within said period of **One** (**1**) year shall be promptly repaired, within ten (10) days after notice to said Principal by letter deposited in the United States mail, addressed to said Principal at **1216 E. Kenosha #327, Broken Arrow Okla. 74012** and copied to said Surety; and it being further agreed that upon the neglect, failure or refusal of the Principal to make any needed repairs or backfills upon said project or any work connected therewith within the aforesaid ten (10) day period or other City negotiated period that the said Principal and Surety shall jointly and severally be liable to the City of Broken Arrow, Oklahoma, for the costs and expenses of making such repairs or backfills, or making good such defects or imperfections.

NOW, THEREFORE, if the said Principal and Surety shall faithfully and securely keep and perform all the obligations herein provided to be kept and performed by them, or either of them, then this obligation shall be null and void and of no force and effect, otherwise to be and remain in full force and effect at all times.

Signed, sealed and delivered the **12th** day of **December**, 20**23**.

Momentum Services, LLC
Contractor Principal

Attest:

By: _____

_____
Title

Brian A. Humberger Owner/Managing member
Title (seal)

_____
Surety (seal)
Great American Insurance Company

Sharon Stone
Attorney in Fact - **Sharon Stone**

(Accompany this bond with Power of Attorney)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than Eight

No. 0 22197

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name		Address	Limit of Power
Timothy W. Driskill	Dawn Reside	All of	All
Guy Griggs	Sharon Stone	Tulsa, Oklahoma	$100,000,000
Sylvia M. Hyde	Lynn Pelnik		
Jeff R. Johnson	Joe Sanchez		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 31st day of May , 2023 .

Attest

GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 31st day of May , 2023 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 12th day of December , 2023.

Assistant Secretary

SECTION IV.
CITY OF BROKEN ARROW'S STANDARD CONTRACT TERMS AND CONDITIONS FOR A PUBLIC CONSTRUCTION PROJECT

4.6. The City shall not be liable or responsible to the Contractor, Surety or any other person for or on account of any Work stoppages or delays arising out of an injunction or any other kind of legal or equitable proceeding or from, by or on account of any other cause whatsoever.

4.7. If the Contract be amended in any material respect and the City determines that such amendment will cause delay in the completion of the Work, the City shall postpone the completion time by the number of days it determines to be equitable.

4.8. If the Contract Administrator suspends the Work in whole or in part the Contract Administrator shall postpone the time for completion of the Work by the number of days, if any, that the Contract Administrator determines to be equitable.

4.8.1. The Contract Administrator may instruct the Contractor to delay the start of the Work or suspend the operations in whole or in part for the length of time the Contract Administrator may deem necessary because of conditions that the Contract Administrator considers unfavorable for commencement of the Work. In such an event, the Contractor shall start or resume the Work when notified to proceed by the City Contract Administrator.

4.9. If the Contractor fails to perform or complete any of the Work to the reasonable satisfaction of the City within any of the times allowed by the Contract or if the Contractor fails to discharge any of the Contract obligations, the City may, upon written notice to the Contractor, terminate the Contract. Failure of the City to exercise its rights to terminate shall not be deemed a waiver of said right or any other rights or privileges hereunder or by law with respect to any continuing or subsequent breaches of this Contract.

4.9.1. If the City terminates the Contract as provided herein, no payments of any type, other than payment due and payable at the time of termination shall thereafter be made to the Contractor. The default in completing the Work within the time allowed by the Contract will result in the payment of liquidated damages. The City shall recover liquidated damages by deducting the amount thereof out of any monies due or that may become due the Contractor and if said monies are insufficient to cover said damages, then the Contractor or the Surety shall pay the amount due.

5.0 LIQUIDATED DAMAGES

5.1. Liquidated damages for this Contract are the sum of **One Thousand dollars and no cents** ($ **1,000.00**) per day for each day the Contractor exceeds the Contract time for completion. This amount is fixed and agreed upon because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages sustained by the City in such event.

6.0 CONTRACTOR'S DUTIES AND RESPONSIBILITIES REGARDING THE WORK

6.1. The Plans and Specifications that indicate general outlines and details necessary for a comprehensive understanding of the Work are part of the Contract and are on file in the Contract Administrator's office. The Contractor will receive five copies of these Plans and Specifications, free of charge. The Contractor shall keep one copy of each at the site of the Work. The Work shall be constructed in all respects in compliance with requirements of the Plans and Specifications. The approved Plans and Specifications will be supplemented by working and Supplemental Drawings as necessary to adequately define the requirements and information given on the approved Plans and Specifications. No changes shall be made on any Plan and Specification or Drawing after the same has been prepared or approved by the Engineer, except on the direction of the Engineer.

6.1.1. The Contractor shall furnish, on sheets of the size required by the Engineer, such working Drawings not furnished by the City as may be required by the Engineer for any part of the finished construction. Upon completion of the Work, the Contractor shall deliver to the City a complete set of said Drawings on a good-quality bond paper. Shop Drawings may be submitted in pencil on a good grade of tracing paper.

6.1.1.a. The compensation of the Contractor for furnishing all working Drawings shall be included in the prices Bid for the various scheduled items.

CITY OF BROKEN ARROW'S STANDARD CONTRACT TERMS AND CONDITIONS FOR A PUBLIC CONSTRUCTION PROJECT

1.0 DEFINITIONS

1.1 The following Definitions are for terms utilized in the Contract Documents. Whenever these terms appear in any of the Contract Documents relating to this Public Construction Project, the following terms (or pronouns in place of them) and definitions for those terms govern. If a term is defined but is not utilized within any of the Contract Documents for a particular Public Construction Project, then it will not apply.

1.1.1. AASHTO means the American Association of State Highway and Transportation Officials.

1.1.2. Addenda means any additional or supplemental documents, which were not included with the Bid packet and are usually written interpretations or modifications of the Contract Documents, provided prior to Bid opening.

1.1.3. ASTM means the American Society of Testing and Materials.

1.1.4. AWWA means the American Water Works Association.

1.1.5. Bid means the Bidder's Proposal with all documents attached thereto by the Bidder, submitted by the Bidder to perform the Work, which Bid shall become a part of the Contract Documents upon becoming successfully awarded to the Bidder.

1.1.6. Bidder means any person, partnership, joint venture or corporation submitting a Proposal for performing the Work.

1.1.7. Bond(s) mean(s) the Proposal Guaranty, Performance Bond, Statutory Bond or Maintenance Bond furnished by the Contractor and the Surety to the City as a guaranty that the Contractor will enter into a Public Construction Contract with the City and completely perform the Contract according to its terms and conditions.

1.1.8. City means the City of Broken Arrow, Oklahoma, a municipal corporation or any of its Trusts or Authorities as indicated by the entity executing this Contract, its duly elected and qualified governing body and/or its agents and officers duly authorized to act for the City or to represent the City relative to this Contract and to perform the powers and duties specified by the City hereunder.

1.1.9. Change Order(s) mean(s) a written order to the Contractor for Extra Work, increases or decreases in Contract quantities and additions or alterations to the Plans or Specifications, within the scope of the Contract.

1.1.10. Construction Project means the Public Construction Project for which the Work is to be completed under the Contract Documents.

1.1.11. Contract means the Public Construction Contract, executed by the parties, which pertains to the performance of and the furnishing of labor and materials for the Work on the Public Construction Project. The Contract includes all of the Contract Documents, whether attached thereto or incorporated by reference.

1.1.12. Contract Administrator means the City representative primarily responsible for administration and oversight of the Contract. The Contract Administrator will be the Director of Engineering and Construction or the Director of Engineering and Construction's designee or the

Contract Administrator may be the Project Engineer however the Contract Administrator does not have to be the Project Engineer. (See Definition for Project Engineer)

1.1.13. Contract Documents mean all the documents included in the Bid Packet, which includes, but is not limited to, the Notice to Bidders, Invitation to Bid, Instructions to Bidders, Proposal Form, Performance Bonds, Statutory Bonds, Maintenance Bonds, the successful Bidder's Bid, City of Broken Arrow's Standard Contract Terms and Conditions for Public Construction Projects and the Plans and Specification, other Drawings, Supplemental Agreements, Supplemental Plans and Specifications, other Drawings and/or other data and may also refer to the unsigned forms of such documents.

1.1.14. Contractor means the corporation, partnership, company, firm or individual, named and designated in the Contract and who has entered into this Contract or the performance of the Work covered thereby and/or the Contractor's duly authorized agents and other legal representatives.

1.1.15. Days mean calendar days unless otherwise specified.

1.1.16. Drawings means and includes all Drawings, Plans or other Drawings prepared by the City or by an Architect/Engineering firm contracted with the City that were included in the City's Proposal for Bids; all Drawings submitted by the successful Bidder with the successful Bidder's Proposal and used as a basis for the successful Bid; all Drawings by the Contractor when and as approved by the Contract Administrator and/or Engineer; and all Drawings submitted by the City to the Contractor during the progress of the Work as provided for herein.

1.1.17. Engineer means the Director of Engineering and Construction of the City or the engineer or engineers who have been designated, appointed or employed by the City for this Work or the Engineers' duly authorized agents; such agents acting within the scope of the particular duties entrusted to such agents in each case.

1.1.18. Extra Work means, Work that is unforeseen or Work made necessary by alteration of Plans and Specifications or necessary to complete the Work for other reasons, for which no specific prices or compensations are provided in the Contract. Extra Work shall be performed by the Contractor in accordance with the Plans and Specifications and as directed; provided, however, before any Extra Work is started, a written order from the Contract Administrator shall be delivered to the Contractor to do the Extra Work.

1.1.19. Inspector means the authorized representative of the Engineer or the technical inspector or inspectors duly authorized by the Contract Administrator, assigned to make a detailed inspection of any or all portions of the Work, or materials thereof.

1.1.20. Laboratory means the laboratory or laboratories employed by the Contractor for testing the materials used in the Work.

1.1.21. Lump Sum means the price or an item of Work including all things necessary to complete the item as shown on the Plans and Specifications. Such an item is not measured in units but is defined by description.

1.1.22. Maintenance Bond means the Surety Bond that secures that the Work performed was is accordance with the Contract Documents and that for a period of time after completion of the Work the Contractor will continue to perform such maintenance and/or repairs on the Project arising from any failures or defects in materials or workmanship or asset set out in the Contract Documents.

1.1.23. Materials mean all raw and prepared materials and manufactured and fabricated products entering into the finished Work.

1.1.24. Notice to Bidders means the notice provided by the City to Bidders to inform them of the

Public Construction Project and Work contemplated by this Contract.

1.1.25. Performance Bond means the Surety Bond that secures that the Work to be done in accordance with the Contract Documents and will be performed in the entirety.

1.1.26. Plans and Specifications means those specific items or Drawings identified for this Public Construction Project regarding construction equipment, construction details, material details, details pertaining to the methods of manner of performing the Work, the equipment to be used, or to the quantities or qualities of materials to be furnished for the Work, which are bound into and are a part of the Contract Documents. They also include the official Drawings or Plans and the profiles, typical cross sections, general cross sections, working Drawings and supplemental Drawings, or exact reproductions thereof, prepared or approved by the Engineer, which show the location, character, dimensions and details of the Work.

1.1.27. Project means the Public Construction Project and the Work contemplated by this Contract.

1.1.28. Project Engineer means the Professional Engineer responsible for interpreting Plans and Specifications and/or Drawings for the Project. The Project Engineer may also act as the Contract Administrator.

1.1.29. Proposal means the offer of the Bidder to perform the Work, when completed and submitted on the prescribed Proposal Form, properly signed.

1.1.30. Proposal Form means the form required by the City, prepared and submitted by the Bidder to make a formal Bid for the performance of the Work.

1.1.31. Proposal Guarantee means the security furnished by the Bidder as a guaranty that the Bidder will enter into the Contract with the City to complete the Work if the Bidder is the successful Bidder and that the Bidder will secure the performance of the Contract.

1.1.32. Public Construction Project means any one of the numerous Projects commenced by the City and paid for out of public funds. It may include any number of parts or divisions, which the Work is divided for the purpose of awarding Public Construction Contracts. Any one (1) Public Construction Contract may, when provided for in the applicable Notice to Bidders, cover Work for more than one Public Construction Project.

1.1.33. Public Road means any road, highway, street, alley or way, which is open or has been dedicated to be used by the public, regardless of by whom, or by what agency or divisions of government, it is owned, controlled or maintained.

1.1.34. Special Provisions means the portion of the Contract setting forth terms and conditions or requirements peculiar to the Work or materials involved in the Proposal and not satisfactorily or completely covered by the Standard Contract Terms and Conditions or the Supplementary Plans and Specifications or may be utilized for setting out additional terms and conditions and/or covenants of the Contract.

1.1.35. Statutory Bond means the Surety Bond that secures the Work will be done in accordance with the Contract Documents, which includes the furnishing of all necessary tools, equipment, material and labor, in accordance with the Contract Documents.

1.1.36. Subcontractor means any person, partnership, joint venture or corporation undertaking to perform any part of the obligations of the Contractor, with the written consent of the Contract Administrator.

1.1.37. Superintendent means the executive representative of the Contractor, present on the Work at all times during its progress, authorized to receive and fulfill instructions from the Engineer,

and capable of superintending the Work efficiently.

1.1.38. Supplemental Agreements means written agreements executed by the Contractor and by the City covering alterations necessary to the Work, as hereinafter provided.

1.1.39. Supplemental Plans and Specifications means additions to and amendments of the General Specifications. Included in them will be construction and materials Specifications, and provisions regarding pay items, relating to the Work. Only those portions of the Supplemental Specifications, which are specifically mentioned in the Notice to Bidders or the Proposal, constitute a part of the Contract Documents.

1.1.40. Surety means the corporate body which, or the individual or individuals who, is bound with and for the Contractor under the Performance Bond for the performance of the Contract according to its terms, under the Statutory Bond as required by law, the Maintenance Bond for the performance of maintenance according to its terms. A Surety company authorized to do business in the State of Oklahoma, having a local representative, and satisfactory to the City, will be required as Surety on the required bonds.

1.1.41. Surety Bonds means the Performance Bond, Statutory Bond, the Maintenance Bond and the Bond required by the Oklahoma Tax Commission for non-resident contractors and non-resident subcontractors.

1.1.42. MUTCD means the Manual on Uniform Traffic Control Devices for Streets and Highways, most current edition.

1.1.43. Unit Price means the price per specified unit of measurement of Work and/or material.

1.1.44. Work means all work specified in the Specifications or indicated on the Plans for the contemplated construction and covered by the Contract.

1.2. Whenever the words "as ordered", "as permitted", "as directed", or words or phrases of like significance are used, it is understood by the parties that the order of directions, requirements, permissions or allowances of the Contract Administrator govern.

1.3. Similarly, the words, "approved," "reasonable," "suitable," "acceptable," "proper," "satisfactory" or words of like effect and significance, unless otherwise specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory as in the judgment of the Contract Administrator.

2.0 SCOPE

2.1. The Contract Terms and Conditions, which follow, are general in scope and may refer to conditions that will not be encountered in the performance of the Work included in this Public Construction Contract and are therefore not applicable hereto. Any Terms and Conditions, requirements, provisions or other stipulations of the Contract Documents, which pertain to a nonexistent condition and are not applicable to the Work performed hereunder, shall have no meaning to the Contract. All Terms and Conditions, requirements, provisions or other stipulations that are encountered in the performance of the Work or are significant to the Terms and Conditions of the Contract shall fully apply and be strictly adhered to.

2.2. The Plans and Specifications are intended to supplement, but not necessarily duplicate each other and together constitute one (1) complete set of Plans and Specifications, so that any Work exhibited in the one and not in the other shall be executed just as if it had been set forth in both, so that the Work shall be completed according to the complete design or designs as decided and determined by the Engineer.

2.3. Should anything be omitted from the Plans and Specifications that was not previously identified prior to the Contract being awarded to the Contractor and which is necessary for a clear understanding of the Work or it appears that various instructions are conflicting, then the Contractor shall request written instructions from the Engineer to clarify such omissions or discrepancies.

2.4. The Plans and Specifications and all Supplemental Documents are an essential part of the Contract and a requirement appearing in one is as binding as if it appeared in all. All Contract Documents are intended to be complementary to complete the Work.

2.4.1. In case of a discrepancy in the dimensions, the governing ranking will be: 1) Plans and Specifications Dimensions; 2) Calculated Dimensions; 3) Standard Specifications; 4) Standard Plan Sheets; 5) Scaled Dimensions.

2.4.2. In case of a discrepancy in the information, the governing ranking will be: 1) Plans and Specifications; 2) Supplemental Specifications; and 3) Standard Plan Sheets.

2.4.3. The Addenda attached to the Contract shall govern over all Contract Documents except Amendments or modifications to the Contract authorized by the City and executed by the parties.

3.0 CONTRACT ADMINISTRATOR'S POWER AND DUTIES

3.1. The Contract Administrator shall give all orders and directions contemplated under the Contract Documents relative to the execution of the Work. The Contract Administrator shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials, which are to be paid for under this Contract and shall decide all questions relative to said Work and the construction thereof. The Contract Administrator's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions shall arise between the parties hereto relative to the Contract Documents, the Contract Administrator's determination or decision shall be a condition precedent to the right of the Contractor to receive any money under this Contract for anything affected in any manner or extent by such questions.

3.2. The Contract Administrator or Project Engineer shall decide the meaning and intent of any portion of the Plans and Specifications or Drawings, where the same may be found obscure or be in dispute; and the Contract Administrator or Project Engineer shall have the right to correct any errors or omissions therein when such corrections are necessary to properly perform the intent of Plans and Specifications or Drawings. Any such corrections shall be implemented immediately from the time that the Contract Administrator gives notice, in writing thereof, to the Contractor.

3.3. Any differences or conflicts, which may arise between the Contractor and other contractors with the City in regard to the Work to be performed under this Contract shall be determined and resolved by the Contract Administrator.

3.4. Nothing in this Section 3 shall be construed as authorizing any changes to the Contract that increase the Contract cost to the City, decrease the aggregate value of the materials furnished to the City or increase the time of completion. Such changes to the Contract can only be made in writing and shall be executed by the parties in the manner set out herein.

3.5. Nothing in this Section shall be construed to forbid conferences between the Contractor and the City in the case of actual disputes with the Contract Administrator; provided that the Contract Administrator and the Contractor must negotiate in good faith in an attempt to resolve any disputes prior to and as a condition for such issues being raised and discussed with the City. The City reserves the right to require the Contract Administrator and the Contractor to agree upon any proposed changes or to get a full and complete report from both the Contractor and the Contract Administrator and reserves the right to conduct an independent investigation prior to responding to any dispute that cannot be resolved between the Contract Administrator and the Contractor.

3.6. The Contract Administrator or Project Engineer shall decide all questions, which may arise as to the quality or acceptability of materials furnished and Work performed, as to the manner of performance and rate of progress of the Work, whether or not such questions involve the interpretation of the Plans and Specifications. The Contract Administrator's or Project Engineer's decision on such questions shall be final and the Contract Administrator or Project Engineer shall have executive authority to enforce and make effective such decisions and orders.

4.0 TIME FOR COMPLETION

4.1. The Work shall be commenced within ten (10) days from and after the date of written order from the City. The Contractor agrees that the Work shall be prosecuted regularly, diligently and uninterruptedly at a uniform rate of progress to ensure completion within the number of days stated in the Proposal. It is understood and agreed that the said time for the completion of the Work described herein is a reasonable time for the completion of the same.

4.2. If required by the Contract, the Contractor shall furnish the Contract Administrator with a proposed progress schedule, in a format approved by the Contract Administrator, setting forth in detail the procedure the Contractor proposes to follow, giving the dates that the Contractor expects to start and complete separate portions of the Work. If the Contract Administrator deems it desirable, the Contract Administrator may require the Contractor to furnish revised progress schedules not less often than quarterly. Such revised progress schedules shall show the start dates and the completion dates (or proposed completion dates) of all or any portion of the Work that such a revised schedule is required.

4.3. Time is of the essence for completion of this Contract. If the Contractor fails to complete the Work within the time specified, then the Contractor agrees to pay the City, not as penalty, but as liquidated damages for such breach of Contract, the amount set forth in the Contract Documents for each day of failure to complete the Work after the specified time set forth in the Bid Proposal. In the event the Contractor does not maintain the Work schedule approved by the Contract Administrator, a sum equal to the liquidated damages for the number of days Contractor is behind schedule may be retained by the City out of the amounts due the Contractor from time to time, to guarantee the City against losses by reason of the failure of the Contractor to complete the Work or any part thereof in the time provided herein. The amount of damages finally determined to be due may be withheld from any sums finally determined to be due Contractor hereunder, or otherwise.

4.4. If the Plans and Specifications set a definite and certain time for the performance of any act and the Contract allows additional time for the completion of any Work, the additional time for completion shall govern in this Contract.

4.5. Should the Contractor be delayed in the final completion of the Work by any act or neglect of the City or Contract Administrator or by any employees of either or by strikes, injunctions, fire or other force majeure and in the opinion of the Contract Administrator such delay could not have been anticipated or avoided, then an extension of time sufficient to compensate for such delay shall be granted by the City, provided, however, that the Contractor shall give the City and the Contract Administrator notice in writing of the cause of delay within ten (10) days of the occurrence of the event that caused the delay.

> 4.5.1. Force Majeure means an "Act of God" such as an earthquake, flood, cloudburst, cyclone or other cataclysmic phenomenon of nature beyond the power of the Contractor to foresee or to make preparation in defense against. A rain, windstorm or other natural phenomenon of normal intensity, based on U.S. Weather Bureau reports, for the particular locality and for the particular season of the year in which the Work is being done, shall not be construed as an Act of God and no extension of time will be granted for the delays resulting there from. No extension of time will be granted for any delay or suspension of the Work due to the fault of the Contractor. No extension of time on account of a delay due to unforeseen causes will be granted if a written request is not filed with the Contract Administrator within ten (10) days of the date of the occurrence of the Act of God.

6.19. Upon the presentation an authorized permit, which provides that all necessary repair work willbe paid for by the party to whom such permit is issued, the Contract Administrator may authorize the Contractor to allow the party bearing such permit to make openings in the Work or in public roads crossing the Work.

6.20. The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of the Contractor's employees and City representatives to comply with the requirements and regulations of the Oklahoma Department of Health, Oklahoma Department of Environmental Quality, and other authorities having jurisdiction and shall commit no public nuisance. Portable facilities shall be provided at the Work sites.

6.21. No public road shall be closed to the public until the Contract Administrator has authorized such action in writing.

6.21.1. The Contractor shall notify the Contract Administrator in writing at least ten (10) days in advance of the date proposed to close any portion of a public road.

6.21.2. Unless otherwise indicated on the Plans and Specifications or in other Contract Documents, the width of the traveled roadway on the approaches to any bridge supporting a Public Road shall be not less than the width of the roadway of the bridge itself.

6.21.3. Materials stored upon the Right-of-Way or elsewhere shall be placed in a manner that causes no obstruction to the traveling public.

6.21.4. The Contractor shall furnish, erect, maintain and upon reopening the pubic road shall remove all barricades, Temporary Route, Road Closed, Load Limit, Warning and other required sign used for temporary routes or road closures. These signs, when utilized, including the signs utilized to close Public Roads at each point where traffic leaves it, shall be lighted and maintained by the Contractor.

6.21.5. When any Public Road is closed, the Contractor shall provide, erect and maintain barricades, approved by the Contract Administrator. The Contractor shall also provide, erect and maintain suitable and sufficient lights and danger signals (1) at the limits of each closed portion, (2) where other Public Roads intersect the Work and (3) at such other points as are shown on the Plans and Specifications, in accordance with the MUTCD.

6.21.6. When any Public Road is under construction, serving as a detour or is being used by the traveling public, the Contractor shall maintain, by the use of labor, equipment and materials, that portion of the Public Road being so used that it shall be kept smooth and free from holes, ruts, ridges, bumps, and dust, and it shall be sloped and provided with the necessary outlets to drain freely, including during periods of suspension of the Work. The Contractor shall maintain all structures on such portions of such Public Roads in a condition for safe and convenient use. The Contractor shall also furnish and maintain such guardrails, temporary guide markers as described in the MUTCD, lights, signs, other traffic-control devices, and flaggers as may be necessary to maintain safe traffic conditions. The Contractor may furnish, erect and maintain such additional signs and safety devices as they deem essential and as approved by the Contract Administrator.

6.21.7. The installation and operation of all traffic-control and safety devices shall conform to the requirements of the latest and current edition or revision of the MUTCD.

6.21.8. All flaggers furnished for the protection of the public and direction of traffic shall wear high-visibility safety apparel conforming to the MUTCD at all times during the performance of their duties. Flaggers shall be properly trained and shall perform their duties in a courteous manner to ensure the safety and convenience of the traveling public within the limits of the traffic

controlled area. The Contractor shall immediately correct any deficiency in number, equipment or procedure of flaggers which is brought to their attention by the Contract Administrator or otherwise.

6.21.9. Each flagger shall be supplied with the necessary equipment.

6.21.10. Between the hours of sunset and sunrise, each flagger shall be equipped with retro-reflectorized or lighted equipment conforming to the MUTCD. Except in emergency situations, flagger stations shall be illuminated at night.

6.21.11. At locations where workers and equipment are adjacent to the part of the highway used by the traveling public, construction and maintenance signage shall be installed in accordance to the MUTCD.

6.21.12. Whenever it is necessary to divert the flow of traffic from its normal lanes of travel into another lane of travel, the lane of travel for such diverted traffic shall be clearly delineated by temporary guide markers or barricades. On tangents, the temporary guide markers shall be spaced no farther apart than two hundred (200) feet; and on curves, as directed by the Contract Administrator. Between the hours of sunset and sunrise each temporary guide marker, unless suitably reflectorized, shall be illuminated by a warning lights placed on top of it, and each barricade shall be illuminated by sufficient warning lights and marked by reflectorized devices to make the temporary guide marker clearly visible. All markers, warning lights and reflectorized devices shall be furnished and maintained by the Contractor.

6.21.13. The Contractor may, in lieu of flaggers supplementing them, install and operate a manually controlled signal approved by the Contract Administrator. Where the vertical distance between the top edge of the pavement and the adjoining berm is four inches (4") or more, the Contractor shall, at the direction of the Contract Administrator, either correct the condition by placing suitable material against the edge of the pavement or may erect and maintain temporary guide markers as hereinbefore described.

6.21.14. Whenever one-way traffic is put into effect for a distance of not to exceed two hundred (200) feet, at least one (1) flagger shall be used during daylight hours and at least two (2) flaggers shall be used between sunset and sunrise. Whenever the length of one-way traffic exceeds two hundred (200) feet, a minimum of two (2) flaggers or traffic signals shall be used during the daylight hours. Whenever either end of a portion of a Public Road restricted to one-way traffic is not visible for an approach distance of at least five hundred (500) feet a sign or traffic signal approved by the Contract Administrator shall be placed approximately five hundred (500) feet from the end of the restricted area. The sign or traffic signal shall be properly lighted between the hours of sunset and sunrise. The Contractor shall furnish and maintain positive and quick means of communication between the flaggers or traffic signals at opposite ends of the restricted area. The Contractor shall keep the flaggers supplied with sufficient signaling equipment.

6.21.15. Equipment and materials stored on any Public Road shall at all times be marked. From the hour of sunset to sunrise, any such material or equipment stored between the side ditches or between the lines five (5) feet behind any raised curbs shall be clearly outlined with warning lights or other equally dependable devices in conformance with the MUTCD and approved by the Contract Administrator. In addition, when the restricted portion of a Public Road includes sidewalks, the Contractor shall provide any other light, barricades, etc., that may be needed for the protection of pedestrian traffic. No earth or other material shall be dumped or stockpiled on any new or existing pavement. Such material shall be kept clear of pavement areas at all times.

6.21.16. All barricades, signs, and obstructions shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise. Between the hours of sunset and sunrise the Contractor shall provide and maintain two (2) red lights (one above the other) at each barricade and such other points as are necessary to protect the traveling public. When or where there occurs any direct or indirect damage or injury to public or private property, by or on account of an act,

omission, neglect or misconduct or in consequence of executing the Work, such property shall be restored by the Contractor at the Contractor's expense to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring the same or the Contractor shall make good in a manner acceptable to the Contract Administrator and to the owner or owners of such property.

6.21.17. Opening of a Portion of the Work to Traffic and Acceptance of Structures. When a portion of Work is complete, that portion may be accepted and put in service when the City believes that such service will benefit the public or the City.

6.22. The Contractor shall cooperate with the Contract Administrator in protecting and preserving all cornerstones and monuments that are within the Right-of-Way of the Work or of any Public Road. The Contractor shall not start grading or other operations until the Contractor has referenced all known cornerstones, monuments and land markers in the Work area. Monuments, cornerstones and land markers unexpectedly encountered shall be protected, referenced and preserved.

6.22.1. When cornerstones, monuments and land markers are encountered in the performance of the Work and monument covers are not listed in the Contract Documents, the Contractor will furnish them. The Contractor will supervise the precise location and installation of the monument covers and will furnish all the labor, tools and other materials incidental to such installations.

6.22.2. The cost to the City for repair, re-determination of location and replacement of any cornerstone, monument or land marker within the Right-of-Way which is damaged, destroyed or made inaccessible during the progress of the Work by the Contractor in violation of these provisions is a charge deductible from any monies payable to him on account of the Work.

6.23. When the use of explosives is necessary for the prosecution of the Work, the Contractor shall use the highest degree of care so as not to endanger the life or property.

6.23.1. The Contractor agrees and warrants that the Contractor will observe Federal, State and local laws and ordinances and regulations relative to the use and storing of such explosives as may be used or kept on the job and all such storage places shall be marked clearly "DANGEROUS-EXPLOSIVES".

6.23.2. The attention of the Contractor is directed to the provisions of all City ordinances relative to the use, storage and transportation of explosives. A blasting permit must be obtained from the City Engineer's office prior to any blasting.

6.24. The Contractor shall adequately and suitably box, fence or otherwise protect all trees, other woody plants and vegetation that are to remain in place; and shall repair injuries to bark, trunk, limbs and roots of remaining plants by properly dressing, cutting and painting. The Contractor shall provide for safekeeping of cattle, horses and other animals by fencing the Work site. Gates shall be locked when not in use. The Contractor shall be responsible for the loss of animals as a result of the Work.

6.25. Before doing any Work over, under or near railroad tracks, telephone, power, sewer or pipelines the Contractor shall make, at his own expense, arrangements for properly securing and protecting the utilities until the Work is completed.

6.26. All work on navigable waters shall be conducted so the free navigation of the waterways will not be interfered with and the existing navigable depths will not be impaired.

6.26.1. In cases where Work is to be done in the bed of a navigable stream the Contractor shall advise the local U.S. Corps of Engineers of the intention to do such Work and the Contractor shall conform to such practices and regulations as the Corps of Engineers may deem necessary to protect water-borne traffic.

6.27. Within 24 hours after the occurrence of any accident or other event, which results in or might result

6.1.2. Working Drawings for any structure shall consist of such detailed Supplemental Plans and Specifications as may be needed for the prosecution of the Work and which are not included in the Plans and Specifications furnished by the City. They shall include shop details, erection plans, masonry-layout diagrams and bending diagrams for reinforcing steel and must be approved by the Engineer before any Work involving these Supplemental Plans and Specifications shall be performed. Plans for cribs, cofferdams, falsework, centering and formwork may be required by the Engineer, and in such cases shall be likewise subject to approval, unless approval be waived by the Engineer.

6.1.3. It is expressly understood and agreed that approval by the Engineer of the Contractor's working Drawings does not relieve the Contractor of any responsibility for accuracy of dimensions and details. The Contractor shall be responsible for obtaining the approval by the Engineer of his working Drawings and for their conformity with the Plans and Specifications.

6.2. If any Work consists of repairs, extensions, or alterations of existing structures, the Contractor shall make measurements of prior construction as may be required to accurately join the old construction with the new Work. Any measurements, which may appear in the Plans and Specifications that indicate the extent and nature of such repairs, extensions and alterations, shall not relieve the Contractor of this responsibility.

6.3. Finished surfaces in all cases shall conform to lines, grades, cross sections and dimensions shown on the Plans and Specifications. Any deviations from the Plans and Specifications and approved working Drawings may be required by the exigencies of construction and will in all cases be determined by the Engineer and authorized in writing.

6.4. The Contractor shall give the Work the constant attention that is necessary to facilitate the progress thereof and shall cooperate in every way possible with the Contract Administrator, Engineer, other Contractors, public agencies, railroads, public utilities and all other agencies and persons involved in the Work. The Contractor shall at all times have a competent Superintendent, capable of reading and thoroughly understanding the Plans and Specifications, who shall act as the Contractor's agent for the Work and who shall receive instructions from the Contract Administrator or Engineer.

6.4.1. Such Superintendent shall have full authority to execute and shall execute the orders and directions of the Contract Administrator without delay and shall promptly supply such materials, tools, equipment, and labor as may be required. Such Superintendent shall be furnished irrespective of the amount of Work sublet.

6.5. The Engineer will furnish survey data and benchmarks for the Work. The Contractor shall stake lines, grades, structures and temporary benchmarks and shall lay out from the Work to be performed under this Contract. The Contractor shall be responsible for the finished Work conforming to the lines, grades and benchmarks given by the Engineer. The Contractor shall establish offset base lines, reference points, slope stakes, supplementary benchmarks and any other horizontal and vertical control not established by the Engineer. The cost to the Contractor of laying out the Work as above described shall be included in the amounts Bid for the various scheduled items. The Contractor shall notify the Engineer in writing not less than five (5) days in advance, when benchmarks and section lines are required. Each request for stakes and other engineering services described herein shall, except in emergency, cover sufficient Work for not less than one (1) full day of the workforce needed for the Work. The Contractor shall exercise care in the preservation of stakes and benchmarks set for the Work. If any such stakes or benchmarks be damaged, lost, displaced or removed by the Contractor, the Contractor shall have them reset at the Contractor's expense.

6.6. The Contractor shall furnish the Engineer, laboratory representative and Inspectors with every reasonable facility for ascertaining whether or not the Work performed and materials used are in accordance with the requirements of the Contract. If the Engineer requests, the Contractor shall at any time before final acceptance of the Work remove or uncover such portion of finished Work as may be specified. After examination by the Engineer, the Contractor shall restore said portions of the Work to the

standard required by the Plans and Specifications. Should any portion of the Work thus exposed and examined prove acceptable, the uncovering or removing and the replacing of the covering or making good of the portion removed, will be paid for as Extra Work but should any portion so exposed and examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the portion removed, shall be at the Contractor's expense. No Work shall be done nor materials used without suitable supervision by the Contractor or without inspection. Failure of the City to reject any defective Work or materials shall not in any way prevent later rejection when such defects are discovered.

6.6.1. When any railroad corporation is directly affected by the Work, the Work shall be subject to the inspection of its representatives. Such inspection shall not make the railroad corporation a party to this Contract, and will in no way interfere with the rights of either party hereunder.

6.7. Holes resulting from the removal of test cores shall be refilled by the Contractor with materials similar to that of the cores and be compacted and finished to conform to the surrounding construction. The cost of such Work shall be included in the amount of the Bid for the various scheduled items.

6.8. The Contractor, at his own expense, shall remedy, remove and/or replace all rejected Work in a manner acceptable to the Contract Administrator. Any Work done beyond the lines and grades shown on the Plans and Specifications or as given by the Engineer, except as herein provided, or any Extra Work done without authority, will be considered as unauthorized and at the expense of the Contractor, and will not be measured or paid for. Should the Contractor fail to remedy, remove and/or replace the rejected Work, the Contract Administrator shall have authority to cause any rejected Work to be remedied, removed or replaced and any unauthorized work to be removed and the costs thereof shall be deducted from any monies due or to become due to the Contractor.

6.9. The Contractor shall be responsible for all damages caused by his equipment or operations. No loads shall be placed or permitted on a pavement or base before the expiration of the curing period.

6.10. With respect to all Work performed under this Contract, the Contractor shall:

6.10.1. Comply with the safety standards provisions or applicable laws, building and construction codes and the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), as amended and the requirements of Title 20 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75 - Saturday, April 17, 1971, as amended.

6.10.2. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.

6.10.3. Maintain at the Contractor's office or at an obvious location at the job site, all items necessary for giving first aid to anyone injured on the job site. In no case shall the Work commence until the Contractor has made standing arrangements for removal of injured persons to a hospital or a doctor's care.

6.10.4. During the performance of the Contract, if any operation, practice or condition is deemed unsafe by the Contract Administrator, the Contractor, when advised by the Contract Administrator, shall take any necessary corrective actions as shall be appropriate in the circumstances or as shall be directed by the Contract Administrator.

6.10.5. Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility for the safe prosecution of the Work at all times.

6.11. The Contractor shall provide all necessary pumps, drains, ditches and other means for removing water from the site of the Work, and shall satisfactorily remove the water. Contractor shall provide additional pumps or drains at any place where the Contract Administrator deems them necessary.

6.12. If performing the Work in any way involves cutting, obstructing, or otherwise making impassable, with safety, the traveled surfaces of any existing Public Road, the Contractor shall construct or otherwise provide and maintain in safe and passable condition, such detours, by-passes and temporary approaches, without undue delay to the traffic that passes over such Public Road. In all such cases, while performing the Work that in any way impedes traffic or endanger persons or property moving over Public Roads, the Contractor shall provide flagmen and warning signs and all other traffic and safety controls, as may be necessary for adequate protection of the traveling public against all hazards created or involved in performing the Work. The maintenance of a temporary way in a safe and passable condition shall include prompt snow removal and de-icing. When the Work affecting any Public Road prevents normal ingress to and egress from any lands abutting such Public Road, the Contractor shall construct or otherwise provide and maintain in safe and passable condition, temporary means of ingress to and egress from such lands; these shall be so maintained until the original means of ingress and egress are restored by the Contractor or until any permanent alternative means of ingress and egress required by the Plans and Specifications shall have been constructed and open to travel.

6.12.1. Unless and to the extent otherwise specifically provided in the Proposal, the cost of maintenance of local traffic shall be included in the amounts Bid for various scheduled items.

6.13. The Contractor shall provide for the removal of all dirt and materials that are spilled on existing pavements over which the dirt or materials are hauled or washed or otherwise deposited from the trucks utilized in performing the Work and whenever in the opinion of the Contract Administrator or the City of the existing pavement, the accumulation is sufficient to cause the formation of mud, interfere with drainage or create a traffic hazard.

6.14. All fences, buildings, non-used structures and obstructions of any character to the construction of the Work, which are within the limits of the right-of-way, shall be removed or otherwise disposed of by the Contractor.

6.15. The Contractor, subject to the approval of the Contract Administrator, may use in the performance of the Work, such stone, gravel, sand and other materials as may be found in any excavation, which the Contractor is required to make, and will be paid for the excavation of such materials, at the Contract prices therefor. However, the Contractor shall replace such materials, at their own expense, with other suitable material all of that portion of the material so removed and used as was provided in the Plans and Specifications to be used in embankments, backfills, approaches or otherwise. No charge for materials so used will be made against the Contractor except the replacement herein provided for. The Contractor shall not excavate nor remove any material from within the right-of-way, which is not a required excavation as indicated by the slope and grade line, without written authorization from the Contract Administrator.

6.16. Immediately upon completion of any portion of the Work, the Contractor shall restore all fills, topsoil and utilities to their location and condition prior to construction.

6.17. The City reserves the right to do work by other contractors or by City forces and to permit public utility companies and others to do work during the progress and within the limits of or adjacent to the Work. The Contractor shall conduct his Work and cooperate with such other parties so as to cause as little interference as possible with such other work and as the Contract Administrator may direct. The Contractor shall make no claims against the City for additional payment due to delays or other conditions created by the operations of such other parties. If there is a difference of opinion as to the respective rights of the Contractor and others doing work within the limits of or adjacent to the Work, the Contract Administrator will decide as to such rights in order to secure the completion of the Work. The Contract Administrator's decision shall be final and binding on the Contractor.

6.18. Upon commencing the Work, the Contractor shall have suitable photographs, or digital imaging satisfactory to the Contract Administrator, taken on or about the first of each month showing the general condition of the Work. Copies of each view shall be supplied to the Contract Administrator, without charge, as soon as practicable after the first of each month. The City shall retain the negatives or discs. The cost of furnishing the photographs shall be included in the amounts Bid for the various scheduled items

in, injury to person(s) or property, arising out of or involves any omission or act of the Contractor or any Subcontractor or any employee or agent of either in any manner from the performance of the Contract, the Contractor shall send written report of such accident or other event to the Contract Administrator and the City's Attorney, setting forth a full and precise statement of facts pertaining thereto. The Contractor shall also immediately send to the City's Attorney a copy of any summons, subpoena, notice or other document served upon or received by the Contractor or any Subcontractor or any agent, employee or representative of either, in connection with any matter before any court, arising out of the Contractor's Work or the performance of the Contract.

6.28. The Contractor shall cooperate with the owners and operators of all underground and overhead utility lines in the removal or rearrangement operations in order that their services may proceed in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum and that services rendered by such owners and operators will not be unnecessarily interrupted.

6.28.1. In the event of intended or accidental interruption to utility services as a result of the Work, the Contractor shall promptly notify the proper authority. The Contractor shall cooperate with the said utility in the restoration of service as promptly as possible. In no case shall interruption to water service be allowed outside of working hours. Fire hydrants shall be accessible to the Fire Department at all times and no materials shall be kept or stockpiled within fifteen (15) feet of any fire hydrant.

6.28.2. The Contractor shall notify in writing the utility company and the municipal authorities that may be affected by any Work involving public utility facilities before commencing Work. Copies of all such notices shall be promptly filed with the Contract Administrator. The Contractor shall give notices for the removal or relocation of utilities in ample time. The Contractor shall locate all storm sewers, culverts, buried telephone or electrical conduits, cable television sanitary sewers, water mains, and gas mains that might interfere with the construction of the project.

6.28.3. The revision and crossings of the various types of lines shall be made as follows:

6.28.3.a. Storm sewers and culverts may be removed at the time of crossing or may be adequately braced and held in position while the pipe is placed beneath them. If the storm sewer or culvert is removed, it shall be replaced with pipe of the same type and size as that removed and it shall be re-joined to the undisturbed line with a joint satisfactory to the Contract Administrator. Backfill over the main up to and around the storm sewer shall be thoroughly compacted in order that no settlement will occur.

6.28.3.b. All overhead and buried telephone and electrical conduits, cable television and gas mains to be revised or crossed by the construction of this Project shall be protected in accordance with the directions of the utility company owning the conduits and/or mains. The Contractor shall notify the companies and obtain their permission before making any crossings or revisions. Any overhead cables, buried cables, conduits or gas mains damaged by the Contractor shall be repaired at the Contractor's expense to the satisfaction of the Contract Administrator.

6.28.3.c. The Contractor shall not remove any water or sanitary sewer lines except as directed by the Contract Administrator or as required by the Plans and Specifications and shall adequately brace and protect the lines from any damage during construction. The Contractor will repair any existing water main or sewer main or lateral line damaged by the Contractor's operations. The repairs shall be inspected by the Inspector. The Contractor shall notify the City immediately after damaging any pipe. The repairs will be made at the Contractor's expense.

6.28.3.d. The location of utility service lines serving individual properties are not shown on the Plans and Specifications and it shall be the Contractor's responsibility to make any necessary changes in the line and/or grade of such services or to secure the necessary changes to be made by the particular utility company involved or the owner thereof or by

an agent or independent contractor approved by such utility company or owner. Contractor shall pay the cost of all such revisions whether performed by the Contractor, the utility company or owner, or any contractor. In the event of interruption of a utility service as a result of accidental breakage, Contractor shall promptly notify the Contract Administrator and the owner of the utility and shall repair or cause the same to be repaired, in the same manner as necessary changes above provided. The Contractor shall do all things necessary to see that the restoration of service is accomplished as promptly as reasonably possible. All sanitary sewer service lines damaged shall be replaced as directed by the Contract Administrator regardless of type or kind of damage.

6.28.4. In the event the Contractor in any way fails to comply with the requirements of protecting, repairing and restoring of any utility or utility service, the Contract Administrator may, upon written notice, proceed to protect, repair, rebuild or otherwise restore such utility or utility service as may be deemed necessary and the cost thereof will be deducted from any money due or which may become due the Contractor pursuant to the terms of his Contract.

6.29. Necessary sanitary conveniences for the use of employees on the Work, properly secluded from public observation, shall be provided and maintained by the Contractor. The construction and location of the facility and disposal of the contents shall comply with all laws of the City and State, relating to health and sanitation regulations.

6.30. Electronic Transmission of Submittals:

6.30.1. Transmittals must be made electronically.

6.30.1.a. Contractor shall utilize Primavera Submittal Exchange®. Initial fees and subscription costs for this application shall be included in the Contractor's bid.

6.30.1.b. Protocols and processes will be determined at the Pre-Construction Conference.

6.30.2. Provide documents in Adobe Acrobat Portable Document Format (PDF), latest version.

6.30.3. Do not password Protect or lock the PDF document.

7.0 CONTRACTOR'S OBLIGATION AND RISK

7.1. The performance of the Contract and the Work is at the risk of the Contractor until the final acceptance and payment by the City. The Contractor shall take all responsibility of the Work and shall bear all losses that may arise out of the character of the Work, the nature of the land in or upon which the Work is done, whether or not it is due to the fact that the land is different from what is assumed or expected or on account of inclement weather, floods, fire, windstorm or other actions of the elements or any other cause or causes. The Contractor, at Contractor's expense, shall restore the same or remedy the damage.

7.2. Unless otherwise provided by the Plans and Specifications, all materials, supplies, machinery and equipment are warranted new, first-class, of the best of their kind and grade and all of the Work performed by Contractor shall be good, first-class and workmanlike. Contractor warrants that all machinery and equipment furnished will operate properly and perform the Work for which it was purchased. All warranties for the materials, supplies, machinery, equipment and Work herein shall survive acceptance and payment for the Work.

7.3. Unless otherwise expressly omitted, the Contractor shall perform all Work and furnish all supplies and materials, machinery, equipment, facilities and means, necessary or proper to perform and complete all the Work required by this Contract within the time herein specified and in accordance with the provisions of the Contract Documents. The Contractor shall observe, comply with, and be subject to all Terms and Conditions, requirements and limitations of the Contract and shall complete all of the Work contemplated by this Contract to the satisfaction of the Contract Administrator and the City.

8.0 CONTRACTOR TO CHECK DRAWINGS AND SCHEDULES

8.1. The Contractor shall check all dimensions, elevations and quantities shown on the Plans and Specifications and estimates or schedules given to the Contractor by the Contract Administrator; and shall notify the Contract Administrator of any discrepancies. The Contract Administrator or Project Engineer will provide corrections, interpretations and instructions necessary to perform the intent of the Contract and the Contractor shall carry out such instructions as if originally specified.

8.2. Figured dimensions govern. Indicated dimensions, when given on the Plans and Specifications, shall be accurately followed, even though they differ from the scale measurements. If dimensions are not indicated on the Plans and Specifications, then the Contractor shall not perform the Work until such time that the Contractor has received written instructions from the Engineer regarding the dimensions to be used.

8.3. Any Work done without being properly located and established by base lines, off-set stakes, bench marks or other basic reference points, which are located, established or checked by the Engineer, may be required to be removed and replaced at the Contractor's cost or expense.

9.0 DRAWINGS FURNISHED BY CONTRACTOR

9.1. The Contractor shall furnish all shop, fabrication, assembly, foundation and other Drawings required by the Plans and Specifications; Drawings of equipment and devices, offered by the Contractor for approval of the Contract Administrator, in sufficient detail to adequately show the construction and operation thereof; and Drawings depicting essential details of any changes in design or construction proposed by the Contractor in lieu of the design or arrangement required by the Contract or any item of Extra Work. The Contractor shall submit to the Contract Administrator the number of copies required by Contract Administrator of each such Drawing for the Contract Administrator's approval. After approval by the Contract Administrator, all such Drawings shall become a part of the Contract Documents and the work or equipment shown therein shall be in conformity therewith unless otherwise required by the Contract Administrator.

9.2. The Engineer's check and approval of Drawings, submitted by the Contractor, will apply to the general conformity of the Plans and Specifications and does not constitute a comprehensive approval of all of the dimensions, quantities and details of the material or equipment depicted therein; nor does such check and approval relieve the Contractor of the Contractor's responsibility for errors contained in such Drawings.

10.0 PATENT RIGHTS

10.1. All fees for any patented invention, article or arrangement that is based upon, or in any manner connected with, the construction, erection or maintenance of the Work or any part hereof embraced in this Contract and these Specifications, shall be included in the Proposal amounts in the Contract for said Work. The Contractor shall protect and hold harmless the City against any and/or all demands of such fees or claims.

11.0 MODIFICATION AND ALTERATIONS

11.1. The Contractor agrees that the City has the right to make such modifications, changes and alterations as the City may see fit in any part of the line, grade, form, arrangement, dimension, extent or in the materials to be used in or of the Work contracted to be done without affecting the validity of the Contract or the liability of the Sureties upon the performance of this Contract or the Bonds.

11.2. Where any modification, change or alteration increases the quantity of Work to be performed and is within the scope of a fair interpretation thereof, such increase shall be paid for according to the quantity of Work actually done, either at unit prices included in the Contract, or in the absence of such unit, as Extra Work. Modifications and alterations, which reduce the quantity of Work to be done, shall not

constitute a claim for damages for loss of anticipated profits on the Work or materials involved in such reduction.

11.3. The Contract Administrator shall determine, on an equitable basis, the amount of credit due the City for Contract Work not performed as a result of modifications or alterations authorized hereunder where the value of the omitted Work is not fixed by unit prices in the Contract. The Contract Administrator shall give an allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery and subsequent disposal of materials and equipment required for use on the Work as actually built; and shall make any other adjustment of the Contract amount where the method to be used in making such adjustment is not clearly defined in the Contract Documents. In this respect, such determination shall be final and binding only when approved in writing by the City and/or the Contract Administrator.

11.4. All orders for modifications, changes or alterations in the Work as herein provided shall be in writing, either by the Contract Administrator or by the City Manager through the direction of the City Council. Provided, however, all orders for modifications, changes or alterations in the Work, which increase the amount of money due the Contractor less than twenty-five thousand dollars ($25,000.00) may be approved by the City Manager, increases in excess of twenty-five thousand dollars ($25,000.00) must be approved in advance by the City Council and shall be in writing and executed by the parties in order to be binding.

12.0 SUSPENSION OF WORK ON NOTICE

12.1. The Contractor shall delay or suspend the progress of the Work or any part thereof, whenever the Contractor is required by written order of the City or Contract Administrator and for such periods of time as determined by the City. Any such order shall not modify or invalidate in any way the provisions of this Contract.

13.0 CITY'S RIGHT TO TERMINATE CONTRACT

13.1. In addition to any other right set out in the Contract Documents, the City has and retains the right to terminate the Contract, upon giving written notice to the Contractor for the following:

13.1.1. If the Contractor abandons the Work by moving equipment off-site and does not man the job for a period of five (5) working days.

13.1.2. If the Contractor assigns this Contract by a method otherwise than as herein provided.

13.1.3. If the Contractor is adjudged bankrupt.

13.1.4. If a general assignment of the Contractor's assets be made for the benefit of his creditors.

13.1.5. If a receiver should be appointed for the Contractor or any of his property.

13.1.6. If at any time the Engineer shall certify in writing to the City that the performance of the Work under this Contract is being unnecessarily delayed.

13.1.7. If at any time the Engineer shall certify in writing to the City that the Contractor is willfully violating any of the conditions or covenants of this Contract.

13.1.8. If at any time the Engineer shall certify in writing to the City that the Contractor is executing the Work in bad faith or otherwise not in accordance with the terms of this Contract.

13.1.9. If the Work be not substantially completed within the time named for its completion, or within the time to which such completion date may be extended.

13.2. The City will serve written notice upon the Contractor and their Surety of the City's intention to terminate this Contract. The notice will state that the Contract shall cease and terminate unless within five

(5) working days after the notice is served, a satisfactory arrangement is made for the continuance of the Contract.

13.3. In the event of termination. the Surety shall have the right to take over and complete the Work. The Surety must commence performance of the Contract or make a satisfactory arrangement for the continuance of the Contract within twenty (20) working days from the date of notice of termination.

13.4. If the Surety does not perform the Contract or make satisfactory arrangements for the completion of the Work within twenty (20) working days from the date of the notice of termination, the City may take over the Work and prosecute it to completion. The City may complete the Contract with a new Contractor or with its own work force. The Contractor and the Contractor's Surety shall be liable to the City for any and all excess costs sustained by the City by reason of such prosecution and completion of the Work.

13.5. In the event of termination of the Contract, the City may take possession of and utilize in completing the Work all such materials, equipment and tools as may be on site of the Work. If the City chooses not to use the materials and equipment left on site, it will notify the Contractor and the Contractor will have ten (10) working days to remove said items from the Work site. After the ten (10) working day period the remaining materials and equipment will be considered abandoned by the Contractor and will be disposed of by the City, and the Contractor will have no claim against the City for said disposal of abandoned items.

14.0 CONTRACTORS' RIGHT OF PROTEST

14.1. If the Contractor considers any work demanded to be outside the requirements of the Contract or considers any record or ruling of the Contract Administrator to be unfair, the Contractor shall immediately request the Contract Administrator provide written instructions or decisions, whereupon the Contractor shall proceed, without delay, to perform the Work in conformance with the instructions or decisions. Within ten (10) days after the date of receipt of the written instructions or decisions, the Contractor shall file a written protest with the Contract Administrator, stating clearly and in detail the basis of the objections. Except for such protest and objections made of record in the manner herein specified and within the time stated, the instructions or decisions of the Contract Administrator shall be final and conclusive. Contractor may protest and claim against the instructions and decisions of the Contract Administrator between the Plans and Specifications, and the conditions on the ground, or any errors or omissions in the Plans and Specifications, estimates, or layout as given by stakes, points or instructions, which may be discovered in the course of the Work. The Contractor may not take advantage of any errors or omissions in the Plans and Specifications, as full instructions contained in letters transmitting Plans and Specifications to the Contractor shall be considered as written instructions or decisions. In the event the Contractor suffers actual damages as a result of the written instruction or decisions under protest for which the Contractor seeks to hold the City liable, Contractor must submit a written itemized statement of costs within thirty (30) days of the discovery of the claimed loss and allow the City access to all Contractors' records to audit the claim. Failure of Contractor to timely file the statement or to allow the audit waives any recovery for damages.

15.0 EXTRA WORK

15.1. If the Contractor does any work or furnish any materials, which are not classified under any of the terms of this Contract and are necessary in order to complete the Work under this Contract and such Work is ordered, in writing, by the Contract Administrator, the Work or materials shall be considered Extra Work. All Extra Work and any costs related thereto shall be approved by the City Council and agreed to by commencing the Extra Work.

15.2. If a modification or amendment to this Contract increases the amount of Work and the Extra Work or any part thereof is of a type and character that can properly and fairly be classified under one, or more unit price items of the Proposal, then the Extra Work shall be paid according to the amount of Extra Work actually performed and at the applicable unit price. Otherwise, such Extra Work shall be paid for as hereinafter provided.

15.3. Claims for Extra Work will not be paid unless the City authorized the Extra Work in writing. The Contractor shall not have the right to prosecute or take action in court to recover for Extra Work unless the claim is based upon a written Change Order from the City. Payments for Extra Work will be based on an agreed lump sum or on agreed unit prices whenever the City and the Contractor agree upon such prices before the Extra Work is commenced; otherwise, payment shall be a specified percentage allowance as set forth herein.

15.4. For the purpose of determining whether Extra Work proposed will be authorized or for determining the payment method for Extra Work, the Contractor shall submit to the Contract Administrator a detailed cost estimate for proposed Extra Work. The estimate shall show itemized quantities and charges for all elements of direct cost. Charges for the Contractor's extra profit, extra general superintendence, extra field office expenses, bonds and extra overheads shall not be paid except as a percentage addition to the total estimated net cost. Unless otherwise agreed to by the parties, such percentage additions shall be fifteen percent (15%) of the direct costs for the Extra Work performed by the Contractor's own work forces or ten percent (10%) of the direct costs for Extra Work performed by a Subcontractor.

15.5. The payment for Extra Work will be paid as full compensation for the Contractor's and Subcontractor's extra profit, extra general superintendence, extra field office expense, extra overheads and all other elements of extra cost not defined herein as actual field cost.

15.5.1. The actual field cost shall include those extra costs for labor and materials expended in direct performance of the Extra Work and may include:

15.5.1.a. The actual payroll cost of all workmen, such as laborers, mechanics, craftsmen, and foremen.

15.5.1.b. The Contractor's or Subcontractor's net cost for materials and supplies.

15.5.1.c. Contractor owned equipment, which the Contractor has on the job site and which is of a type and size suitable for use in performing the Extra Work shall be used. The hourly rental charges for equipment shall not exceed one-half of one percent (1/2 of 1%) over the latest applicable Associated Equipment Distributors published rental rates.

15.5.1.d. The actual net rental charge for vehicles and construction equipment not owned by the Contractor or Subcontractor and are not available from the equipment of Contractor or Subcontractor.

15.5.1.e. The transportation charges for rented equipment.

15.5.1.f. The charges for extra power, fuel, lubricants, water and special services.

15.5.1.g. The charges for extra payroll taxes, bond premiums and insurance premiums.

15.5.2. The form in which actual field cost records are kept, the construction methods and the type and quantity of equipment used shall be acceptable to the Contract Administrator and shall distinguish Extra Work and work under protest from all other work.

15.6. The Contractor shall file with the Contract Administrator, certified lists in duplicate, of any equipment and the schedule of pay rates for common and semi-skilled labor and operators of various classes, which are intended to be used in performing the Work covered by this Contract. These rates shall be subject to the approval of the Contract Administrator. This information will be used by the Contract Administrator for computation of Extra Work as mentioned above, however, if the Contractor fails to file these lists with the Contract Administrator prior to starting any Work covered by Contract, then the Contract Administrator's computation shall be based on the prevailing hourly rate of wages in the locality for each craft or type of workmen needed to execute the Contract as ascertained by the Oklahoma Labor Commissioner.

16.0 SUPERVISION AND INSPECTION

16.1. The City shall appoint or employ such Contract Administrator(s), Engineer(s) or Inspector(s) as the City may deem proper, to examine and observe the materials furnished and the Work performed, and to see that the said materials are furnished, and that the Work is performed, in accordance with the Plans and Specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the Contract Administrator, Engineer or Inspector, for the proper examination and observation of the Work and all parts thereof.

16.1.1. Such inspections are for the benefit of the City and shall not relieve the Contractor from any obligation to perform the Work strictly in accordance with the Contract Documents. Any work not constructed in accordance with the Contract Documents shall be removed and made good by the Contractor at his own expense, whenever so ordered by the Contract Administrator.

17.0 CONTROL OF MATERIALS

17.1. The Contract Administrator shall approve the source of supply of each of the materials incorporated into the Work before the delivery of the same is conducted. If requested by the Contract Administrator or the Laboratory representative, preliminary samples of the character and quantity prescribed shall be submitted by the Contractor or producer for examination and tested in accordance with the methods prescribed herein. Only materials proposed to be used may be inspected or tested at any time during their preparation and use. If, after testing it is found that the sources of the supplies, which have been approved, do not furnish a uniform product or if the product from any other source does not meet the Plans and Specifications at any time, the Contractor shall furnish approved materials from other approved sources. No material that has become unfit for use shall be used in the Work even if it was previously approved.

17.1.1. In order to ensure the use of suitable material, the Contract Administrator may require any or all materials to be subject to tests by means of samples or otherwise as determined by the Contract Administrator..The Contractor shall provide such facilities as the Contract Administrator may require for collecting and forwarding samples and shall not make use of or incorporate in the Work any material represented by the samples until the tests have been made and the materials found acceptable and in accordance with the requirements of the Specifications. The Contractor, in all cases shall furnish the required samples without charge.

17.1.2. Within 24 hours after receiving a shipment of material, the Contractor shall advise the Contract Administrator, in writing, of the kind, size, quantity and location thereof.

17.1.3. Where a standard American Society for Testing Materials, American Concrete Institute, American Association of State Transportation Officials or other agency designation is specified for a material, that designation shall be the current revision, either tentative or adopted. If a referenced specification is in disagreement with the Plans and Specifications, the City's Plans and Specifications shall govern.

17.1.3.a. Methods not covered in these publications shall be as approved by the Contract Administrator. In the case of agricultural seeds, samples and test methods shall be as prescribed by the United States Department of Agriculture Current Regulation Announcements.

17.1.4. All materials shall be tested by a Laboratory of good reputation, previously approved by the City. No material shall be accepted for construction unless it bears the approval of the Laboratory. Reports of tests shall be forwarded to the City. Before final acceptance of the project, all parts shall be tested and shall be found in good and proper condition, or shall be placed in such condition.

17.1.5. For the verification of weights or proportions and character of materials and determinations of temperatures used in the preparation of the materials and mixtures, the Contract Administrator, Inspector and Laboratory representative shall have access at all times to all parts

of all concrete plants and other plants furnishing materials for use in the Work.

17.1.6. The Contractor shall facilitate and assist in the verifications of the accuracy of all scales, measures and other devices, which the Contractor operates.

17.1.7. All sieves shall conform to the requirements of the standard specifications for sieves for Testing Purposes, ASTM Designation E11.

17.1.8. The Contractor guarantees that all materials used and all Work done under this Contract, will fully comply with the requirements of the Plans and Specifications.

17.2. Materials shall be stored in order to ensure the protection of their quality and fitness for the Work and shall be located in order to facilitate prompt inspection. All existing materials, which are listed for removal and storage during the progress of the Work shall be carefully removed and stored in the Right-of-Way, at locations determined by the Contract Administrator or at specific locations provided in the Plans and Specifications. That portion of the Right-of-Way not required for Work and travel, unless elsewhere prohibited, may be used for storage purposes and for the placing of the Contractor's plants and equipment, and any additional space required for equipment or new materials shall be provided by the Contractor at the Contractor's expense. Adequate cement storage shall be provided for at least a full day's run.

17.3. All materials not conforming to the requirements of the Plans and Specifications shall be considered defective and all such materials shall be rejected. Unless otherwise permitted by the Contract Administrator such defective materials shall be removed immediately from the site of the Work. No rejected material that has had the defects corrected shall be used until approval has been given by the Contract Administrator. The failure on the part of the Contractor to comply with any order of the Contract Administrator regarding the defective materials shall constitute cause for any defective materials to be removed and replaced and to cause the deduction of the cost of removal and replacement from any amounts due or to become due to the Contractor.

18.0 LEGAL DUTIES AND RESPONSIBILITIES TO THE PUBLIC

18.1. The Contractor warrants that the Contractor is familiar with and shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and any orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract, including, without limitation, Workman's Compensation laws, minimum and maximum salary and wage statutes and regulations if applicable, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours and laws and regulations with respect to the use of explosives. Contractor certifies that the Project, when completed will comply, with the applicable provisions of the Department of Justice implementation plan of Title III of the Americans with Disabilities Act, Title 42 USCA § 12101-12213, as outlined in 28 CFR Part 35; and Contractor further stipulates and agrees to comply with Title VI of the Civil Rights Act of 1964, Title 78 OS § 252.42, USCA § 2000d, *et. seq.*; and if the Work contemplated by this Contract qualifies as a federally assisted program of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, then Contractor agrees to comply with all requirements imposed by or pursuant to Title 49 CFR Part 21.

18.2. Whenever required, the Contractor shall furnish the City Attorney or the Contract Administrator with satisfactory proof of compliance with said laws, statutes, etc.

18.3. In the hiring of employees for the performance of Work under the Contract the Contractor and any Subcontractor thereunder shall not, by reason of race, color, sex, age, disability, or national origin, discriminate against any citizen of the United States in the employment of laborers or workers, who are qualified and available to perform the Work to which the employment relates.

18.3.1. No Contractor or Subcontractor, nor any person on behalf of either, shall in any manner discriminate against or intimidate any employee hired for the performance of Work under this Contract, on account of race, color, sex, age, disability or national origin.

18.4. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices, necessary and incident to the due and lawful prosecution of the Work.

18.5. Without exception, the Bid amounts include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the Work. It is the intent hereof that whenever the Contractor is required or desires to use any design, device, material or process covered by letters patent, trademark or copyright, the Contractor shall provide for the right to such use by suitable agreement with the patentee, owner or assignee and a copy of such agreement shall be filed with the City; however, whether or not such agreement is made or filed as herein provided, the Contractor and the Surety in all cases shall indemnify and save harmless the City and any affected railroad or railway company or political subdivision from any and all claims for infringement at any time after the award of the Contract.

19.0 CONTRACTOR IS INDEPENDENT CONTRACTOR

19.1. It is expressly agreed that the Contractor is an independent Contractor and is not in any way whatsoever an agent, servant or employee of the City and the City shall in no way or under any circumstance be liable for any acts or omissions, contracts, subcontracts or torts of said Contractor.

20.0 CONTRACTOR'S EMPLOYEES

20.1. The Contractor shall employ competent foremen, experienced mechanics and others skilled in the several parts of the Work given them to do, for performance of the Work contemplated by this Contract; and shall promptly discharge any and all incompetent or otherwise unsatisfactory employees.

20.2. The Contractor agrees that the Contractor (and Contractor's Subcontractors, if any) will not fail or refuse to hire or discharge any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions or privileges of employees due to consideration of race, color, sex, age, or national origin, and further agrees that it will not (nor will their Subcontractors, if any) limit, segregate or classify Contractor's employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect Contractor's employee's status as an employee, because of such individual's race, color, sex, age, or national origin. Contractor agrees not to discriminate on the basis of disability if the prospective employee is otherwise qualified to perform the duties of the job. Contractor further agrees that this Contract may be terminated by the City in the event there shall be a violation of any of the provisions of this Section, upon notice in writing, and all claims for monies to become due pursuant to any other provisions of this Contract from the date of termination shall thereafter be forfeited, the Contractor being entitled only to monies expended and services performed and up to and including the date of termination.

20.3. All workmen must have sufficient skill and experience to properly perform the Work in a proper and skillful manner. If any workman is disrespectful, disorderly or otherwise objectionable then that workman shall be discharged by the Contractor or Subcontractor employing such workman, upon written request of the Contract Administrator and shall not thereafter be employed on any portion of the Work without the written consent of the Contract Administrator. Should the Contractor fail to remove such workman the Contract Administrator may withhold all estimates, which are or may become due, or may suspend the Work for each day the Contractor fails to comply with this Section.

20.4. The Contractor shall not sell, sublet or assign any portion of the Contract or Work without the written consent of the Contract Administrator and the granting of any such consent shall not relieve the Contractor of any responsibility under the Contract. The Contractor shall be responsible for the satisfactory settlement by any and all Subcontractors of all claims and obligations arising in connection with the execution of their respective portions of the Contract and for furnishing to the City, to its satisfaction, evidence thereof.

21.0 ASSIGNMENT AND SUBLETTING OF CONTRACT

21.1. The Contractor shall give attention to the fulfillment of this Contract, and shall not let, assign or transfer the Contract or any other rights, titles or interests in or to the same or any part thereof, by attorney

or otherwise, or sublet any part of the Work to any other person without the prior consent of the City in writing.

21.2. Should any Subcontractor fail to perform the Work undertaken by the Subcontractor in a satisfactory manner, then the subcontract shall be immediately terminated by the Contractor upon notice from the City. The Contractor shall be fully responsible to the City for the acts and/or omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, as the Contractor is for the acts and/or omissions of persons directly employed by the Contractor. Nothing contained in the Contract Documents shall create any contractual relationships between any Subcontractor and the City.

22.0. INDEMNIFICATION AND DEFENSE OF SUITS

22.1. Contractor shall indemnify and hold harmless and defend the City from any and all claims made or actions at law or in equity brought against the City or any of its officers, agents or employees for or on account of the failure, omission or neglect of the Contractor to do and perform any of the covenants, acts, matters or things by this Contract undertaken to be done or performed; or is brought for any injury(ies) or damage(s) caused by negligence or willful act of the Contractor or their Subcontractors or their agents or is brought in connection with any claim or claims based on the lawful demands of the Subcontractors, workmen, material men or suppliers of machinery and parts thereof, or against any equipment, power tools and supplies incurred in the performance of this Contract,

22.1.1. The Contractor shall indemnify and save harmless the City, its officers, agents and employees from all losses, damages, costs, expenses, attorney fees, judgments, or decrees whatever arising out of any such action or suit that may be brought as aforesaid.

22.2. Contractor shall indemnify and hold harmless and defend the City from any and all claims made or actions at law or in equity brought against the City or any of its officers, agents or employees for or on account of any and all injuries or damages alleged to have been received or sustained by any parties by reason of, or arising out of the failure of the Contractor to refill all trenches or ditches, or failure to repair all breaks or failures of said Work, which injuries or damages are alleged to have been received within one (l) year from the final acceptance of the Work hereunder.

22.2.1. Contractor further agrees to pay for any and all judgments that might be rendered against the City in any suits and actions, together with such expenses or attorney's fees expended or incurred by the City in the defense thereof. The Contractor hereby expressly waives any notice that might, by law, be required to be given to the Contractor by the City of any defect, break, settling or failure or of any other condition that might be the cause of injury or damage to any person on account of which the claim or suit was made or filed against the City, or a judgment taken for damages against the City. It is expressly agreed that the acceptance of the Work by the City shall constitute no bar against any person injured or damaged by the failure of the Contractor to perform all of his covenants and agreements hereunder from maintaining an action against the Contractor, or against City from enforcing its rights against the Contractor hereunder.

[The remainder of this page intentionally left blank]

22.3. The City may suspend payments of any sum due or to become due for Work done on this Contract until such claims and/or suits, actions or proceedings are final and liability has been determined. The amount of such damage or liability shall be deducted from sums due or to become due on this Contract. The City will retain the sums mentioned above until the Contractor furnishes evidence that satisfactory settlement has been made. Any action taken by the City shall not excuse the Contractor for failure to perform this Contract or bar the City from legal action to recover from the Contractor the amount of damages or liability suffered in excess of the amount retained.

23.0 WORKER'S COMPENSATION, EMPLOYER'S LIABILITY INSURANCE, OWNER'S RISK AND LIABILITY INSURANCE AND PROPERTY INSURANCE REQUIREMENTS

23.1. The Contractor and their Subcontractors shall obtain and maintain, during the life of this Contract, Workmen's Compensation Insurance as prescribed by laws of the State of Oklahoma and Employer's Liability Insurance.

23.2. Contractor's liability insurance policies shall inure to the benefit of the Contractor as the insured and shall contain an agreement by the insurer to indemnify the Contractor against any and all actions, claims, judgments or demands for damages arising on account of injuries of whatsoever kind and character sustained by a person or persons on account of the construction of this Work or performance of the Contract by the Contractor.

23.3. Where applicable, property damage liability insurance must be endorsed for blasting, the collapse of or structural injury to any building or structure, and damage to underground property, such as wires, conduit pipes, main sewers or other similar property.

23.4. The Contractor shall furnish an owner's liability insurance policy with the City named as an additional insured, issued by the same insurance company as the Contractor's liability coverage, which indemnifies the City and the Engineer(s) against any and all actions, claims, judgments or demands arising out of or on account of injuries of whatsoever kind and character, sustained by any person or persons on account of the construction of the Work or the performance of the Contract by the Contractor. The limits of this coverage shall be as set out in this Contract.

23.5. The Contractor shall obtain and maintain fire insurance policy with extended coverage, vandalism and malicious mischief endorsements upon the site where the Work of this Contractor is to be done, on the completed value form, with one hundred percent (100%) co-insurance. Such insurance shall cover both building and the Contractor as their interests appear.

23.7. Contractor shall provide to the City Certificates of insurance in a form acceptable to the City and shall be filed through the Engineer prior to commencing the Work. The Contractor shall submit the Certificates in duplicate, one original policy or Certificate and one copy of proof of insurance requirements set forth above. The Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days written notice has been given to the City. Partial occupancy of the project by the owner shall not affect insurance coverage.

24.0 MINIMUM INSURANCE AMOUNTS

24.1. Owners Liability Insurance minimum coverage limits shall be no less than:

Comprehensive General Liability (with Broad form GCL endorsement)	
Per Accident	$1,000,000.00
Bodily Injury, per person	100,000.00
Property Damage, per claimant	100,000.00

24.2. Public Liability, other than Automobile minimum coverage limits shall be no less than:

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

24.3. Automobiles and Truck; Owner, Hired and Non-owned minimum coverage limits shall be no less than:

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

24.4. Employers Insurance minimum coverage limits shall be no less than:

Employers 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

24.5. Railroad Insurance minimum coverage limits shall be no less than:
(Railroad only required when working within the railroad Right-of-Way)

General Liability per accident	2,000,000.00
General Aggregate Limit	4,000,000.00
Automobile Public Liability Insurance, per accident	2,000,000.00

25.0 METHOD AND BASIS OF PAYMENT FOR ITEMS OF WORK

25.1. The Contractor shall be paid for all Work performed under this Contract based on the Contract Administrator's computations of as-built quantities and the Contractor's unit price or lump sum Bid per item. This payment shall be full compensation for: furnishing all supplies, materials, tools, equipment, transportation, labor and services required to do the Work; all loss or damage, because of the nature of the Work, from the action of the elements or from any unforeseen obstruction or difficulty which may be encountered in the performance of the Work and is not specifically provided; all expenses incurred by or because of any suspension or discontinuance of all or any part of the Work; and faithfully completing the Work according to the Contract Documents and the requirements of the Contract Administrator.

25.2. The Contractor, in case of unit-price items, will be paid for the actual amount of Work performed in accordance with the Plans and Specifications as shown by the final measurements.

25.2.1. All Work completed under the Contract will be measured by the Contract Administrator according to United States Standard Measurements. All longitudinal measurements for area will be made along the actual surface of the roadway and not horizontally and no deductions will be made for individual fixtures in the roadway having an area of nine (9) square feet or less. For all transverse measurements for area of base courses and pavements, the dimensions to be used in calculating the pay area shall be the neat dimensions shown on the Plans and Specifications or ordered in writing by the City. All materials, which are specified for measurement by the cubic yard "loose measurement" or "measured in the vehicle", shall be hauled in vehicles approved by the Contract Administrator and measured therein at the point of delivery on the road, unless otherwise provided in the Plans and Specifications. Approved vehicles for this purpose may be of any type or size satisfactory to the Contract Administrator provided that the body of such type that the actual

contents may be readily and accurately determined. All approved vehicles must bear a plainly legible identification mark indicating the specified approved capacity. The Inspector may reject all loads not hauled in such approved vehicles.

25.3. The Contractor, in case of lump sum contracts or lump sum items in a unit price contract, will be paid for the actual amount of Work performed in accordance with the Plans and Specifications as shown by the final measurements.

25.3.1. All Work completed under lump sum items in the Contract will be determined by the Contract Administrator. Major items of work in a lump sum contract and the cost therefore will be identified at the beginning of the Work. Pay estimates will then be computed based on the portion of each item completed, as determined by the Contract Administrator. The sum of all Work completed on all items of work will constitute the basis of payment.

25.4. The City shall pay the Contractor for Extra Work in the following manner:

25.4.1. An amount to the sum of: (1) the Contractors (or Subcontractors) Direct Cost (as defined below) in performing such Extra Work and (2) ten percent (10%) thereof for all Extra Work performed pursuant to the Terms and Conditions of this Contract. Provided that payment can be authorized only to the extent authorized by law.

25.4.2. Direct Costs means and includes: (1) all payments for wages and other labor costs incurred in performing the Extra Work; (2) the cost of all materials used or consumed in performing the Extra Work and including any sales, use, or excise taxes required by law to be paid with respect to such materials being delivered to the site of the Work; (3) all taxes and insurance and bond premiums paid as a percentage of the aforesaid wages; and (4) allowances for the use of equipment in the performance of the Extra Work, at the rates set forth in the latest edition, published prior to the opening of Bids for this Contract of the Compilation of Rental Rates for Construction Equipment, prepared by the Associated Equipment Distributors. When any piece of equipment is used on any Extra Work job for three (3) days or less, the daily rates set forth in the Compilation of Rental Rates for Construction Equipment shall apply; when used for more than three (3) days and less than twenty-two (22) days, the weekly rates shall apply and when used more than twenty-one (21) days, the monthly rates shall apply. When a weekly rate is applied to a period of over seven (7) days, the rate for the excess days shall be one-seventh of the weekly rate. When a monthly rate is applied to a period of over thirty (30) days, the rate for the excess days shall be one-thirtieth (1/30) of the monthly rate.

25.4.3. If the wages paid by the Contractor for any Extra Work include any premium pay (i.e. anything over straight-time rates) for overtime, Sunday or holiday work, and the like, the amount of all such premiums shall be deducted from the Direct Costs for the purpose of calculating the aforesaid allowance of ten percent (10%). Said allowance is to cover profit and all costs of the Extra Work for which reimbursement is made, including superintendence, overhead and use of tools and equipment for which no specific allowance is made.

25.4.4. At the end of each day, the Contractor and Contract Administrator shall check and verify records of payrolls for labor furnished for Extra Work on that day. Each invoice for Extra Work shall be in form satisfactory to the Contract Administrator and shall be submitted to the Contract Administrator by the Contractor in quadruplicate. Attached to each invoice shall be the original receipted bills and invoices covering the costs of all materials, including freight and haulage charges, which are used or consumed in performing the Extra Work. An invoice for each Extra Work job shall be submitted not later than the 20th day of each month following any of the Extra Work that was actually performed. The City shall retain ten percent (10%) of all Extra-Work payments until the final completion and acceptance of the Work.

26.0 ADMINISTRATIVE COSTS AND FEES

26.1. In the event the improvements are to be paid for in cash the costs and fees for publication, engineering, filing, recording, abstracting, acquisition of easements, and City water (where available) for flushing and pipe testing shall be paid by the City unless otherwise provided for in the Contract Documents.

27.0 PAYMENTS

27.1. If the Work is progressing in a satisfactory manner on or about the first day of each month, the Engineer will prepare an estimate for a partial payment of the Work completed after receiving a written request from the Contractor by the first day of the month. An estimate for partial payment shall include items actually incorporated in the Work and may include materials acceptable to the Engineer that are delivered to the Work site, provided the Engineer is furnished duplicate copies of actual manufacturer's invoices of material to be included in the estimate. The estimate shall be submitted to the Director of Engineering and Construction who shall either authorize payment or notify the Contractor in writing of the reason payment has been delayed or denied; this payment or notice shall be mailed no later than one month following receipt of the estimate.

27.1.1. Partial payments will be made to the Contractor in accordance with the following schedule:

27.1.1.a. In the amount of 95 percent (95%) of the value of the Work completed.

27.1.1.b. If the Contractor has performed satisfactorily and the Work is substantially complete (operational or beneficial occupancy) the withheld amount may be reduced to only that amount necessary to assure completion.

27.1.1. c. In addition to the conditions set forth in a and b above, payments will always be less any sums that may be retained or deducted by the City under the terms of any of the Contract Documents and less any sums that may be retained to cover monetary guarantees for equipment, materials or process performance.

27.1.2. The Contractor may withdraw any part, or the whole, of the amount which has been retained from partial payment to the Contractor pursuant to the terms of Contract, upon depositing with or delivery to the Director of Engineering and Construction one of the following:

27.1.2.a. United States Treasury Bonds, United States Treasury Notes, United States Treasury Bills in an amount equal to the amount of the retainage withdrawn, or

27.1.2.b. General Obligation Bonds of the State of Oklahoma in an amount equal to the amount of the retainage withdrawn, or

27.1.2.c. Certificates of Deposit in an amount equal to the amount withdrawn from the retainage from a state or national bank having its principal office in the State of Oklahoma. No retained amount shall be withdrawn, which would represent an amount in excess of the market value of the securities at the time of deposit or of the per value of such securities, whichever is lower.

27.1.3. All materials and Work included in partial payments shall become the property of the City and materials included in a partial payment shall not be removed from the Work site. However, this provision shall not be construed as relieving the Contractor of responsibility for the care and protection of the materials and Work for which payments have been made; or does it relieve the Contractor from being required to restore any damaged Work, or materials removed from the Work site by unknown parties and it is not a waiver of any of the Terms and Conditions of the Contract.

27.2. Final payment will be made when the Work has been completed. The Engineer shall carefully measure and determine the as-built quantities of each class of Work as shown on the schedule of Bid items and such Extra Work performed by order of the Engineer. The aggregate cost of the Work done and the materials furnished shall constitute the amount due for the completed Work. All prior estimates and payments shall be subject to correction in the final estimate and payment.

28.0 RELEASE OF LIABILITY AND ACCEPTANCE

28.1. The acceptance of the final payment by the Contractor shall operate as and shall be a release to the City, its officers, agents and employees thereof, from all claims and/or liability from the Contractor for anything done or furnished by the City relating to or affecting the Work or for any act or negligence by the City, its officers, agents and employees relating to or affecting the Work. No person, firm or corporation other than the Contractor as a party to this Contract will have any interest hereunder, and no claim shall be made or be valid and neither the City, its officers, agents nor employees shall be liable or be held to pay any additional money.

28.2. It shall be the duty of the Contract Administrator to determine when the Work is complete and the Contract fully performed and to recommend its acceptance by the City. The Work herein specified to be performed shall not be considered finally accepted until all the Work has been accepted by the City.

29.0 PAYMENT OR ACCEPTANCE NOT A WAIVER BY CITY

29.1. Neither acceptance by the City, the Contract Administrator or any employee of either, nor any order by the City for the payment of money or the actual payment thereof, nor any taking of possession by the City, nor the granting of any extension of time, shall operate as a waiver of any rights or powers, whether by Contract or by laws, of the City. In the event that after the Work has been accepted and final payment made, it is discovered that any part of this Contract has not been fully performed or has been done in a faulty or improper manner, the Contractor shall immediately remedy such defect. In the event that the Contractor neglects to remedy any such defect within a reasonable time after written notice thereof, the Contractor shall be liable for and shall pay to the City the costs of remedying such defect, or a sum equal to the damage caused thereby, or both, as the City may elect. The acceptance of the Work or final payment therefore shall be no bar to claim or suit against the Contractor or Surety, or both.

29.2. Upon the satisfactory completion of all Work required under the Contract, the Contract Administrator shall certify to the City, in writing, the total amount of Work performed and compensation earned by the Contractor. No unauthorized Work shall be included or paid for. Within thirty (30) days, upon receipt of said certification, the City shall make full payment to the Contractor, less the total of all partial payments in accordance with the Terms and Conditions for final payment. Provided, however, that before making final payment of the full amount earned by the Contractor, the City may require the Contractor to furnish satisfactory evidence that the Contractor and his Subcontractors have paid all of their payrolls, bills, expenses and costs of every type and nature whatsoever connected with the performance of the Contract. The acceptance by the Contractor of final payment shall operate as a release to the City from claims and liabilities of every type and nature owing to the Contractor in connection with the performance of the Contract. The date of the Contract Administrator's approval by will be the date of acceptance of the Work.

[The remainder of this page intentionally left blank]

30.0 CONTRACTOR'S OBLIGATION AFTER ACCEPTANCE

30.1. Contractor agrees, without cost other than is specially provided for in this Contract, that at any and all times during one (1) year next following the completion and final acceptance of the Work performed under this Contract and without notice from the City, to refill all trenches or ditches that may sink or settle, to

repair all breaks or failures that may occur in the Work due to defective material or workmanship.

31.0 CONTRACTOR'S WARRANTIES AND GUARANTIES

31.1. The Contractor warrants and guarantees that all materials used in the Work will conform to the Plans and Specifications and that all Work will be performed in a proper and workmanlike manner and in accordance with the Contract.

32.0 LAWS AND ORDINANCES

32.1 This Contract shall be construed under the laws of the State of Oklahoma and jurisdiction shall be in the County where the Work is performed and the Work site property is located.

32.2. The Contractor is obligated to keep fully informed of all existing and current regulations of the City, County, State and Federal laws, which in any way limit or control the actions or operations of those engaged upon the Work or affecting the materials supplied to or by it. The Contractor shall at all times observe and comply with all applicable ordinances, laws and regulations; and shall protect and indemnify the City, its officers, agents and employees against any claims or liability arising from or based on any violation of the same. All such applicable laws and ordinances are a part of this Contract as though fully set forth herein.

33.0. IMMIGRATION COMPLIANCE

33.1 Contractor shall demonstrate that he:

33.1.1 Has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and

33.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the Contractor's employees; and

33.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and

33.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by 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.

33.2. 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 33.1 above.

34.0 NOTICES

34.1. Any notices or other communications hereunder may be given to Contractor at the address given in their Proposal, to the Surety at the office of the Attorney-in-Fact signing the Contract or at Surety's home office address on file with the Insurance Commissioner of the State of Oklahoma and to the City in care of the Contract Administrator or at such place as may be otherwise designated in writing. The personal delivery at such address, or depositing in any United States mail box regularly maintained by the Post Office, of any notice, letter or other communication to the Contractor or the City, shall be deemed sufficient service thereof, and the date of said service shall be the date of such personal delivery or mailing.

34.2. Any address may be changed at any time by an instrument in writing, executed by the Contractor or the Surety and delivered to the Contract Administrator. Nothing herein contained shall be deemed to preclude or tender inoperative the service of any notice, letter or communication upon the Contractor personally.

35.0 SECTIONS AND PARAGRAPH CAPTIONS

35.1. The Section and paragraph captions and headings are not a part of the Contract Documents. They are included for convenience only and are not to be considered in the interpretation of the Contract Documents. Said captions and headings are mere labels, intended as aids in locating and reading the various portions of the Contract Documents.

36.0 CONTRACT BINDING ON THE PARTIES

36.1. Except as otherwise expressly limited herein, this Contract shall be binding upon the parties and their respective heirs, representatives, successors or assigns.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the Contractor has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:
City of Broken Arrow, a Municipal Corporation

Approved as to form:

By _____
Assistant City Attorney

By _____
Michael L. Spurgeon, City Manager

Date 12/21/23

Attest:

_____
City Clerk

Date 12.21.2023

CONTRACTOR NAME:

Momentum Services LLC.
(Printed company name)

By _____

Brian A. Hamberger owner managing member
(Printed name and title)

Date 12/15/2023

(CORPORATE SEAL) if applicable

Attest _____

_____
(Printed name and title)

Date _____

VERIFICATION

State of OK)
County of Tulsa) §

Before me, a Notary Public, on this 15th day of December 2023, ~~2020~~, personally appeared Brian Hamberger, known to be to be the (President, Vice-President, Corporate Officer, Member, Partner, or Other: managing member of Momentum Services LLC (Company name), and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
10-27-2024

Sandy Brannon
Notary Public

SANDY BRANNON NOTARY PUBLIC Comm. #20013305 Exp. 10-27-2024 STATE OF OKLAHOMA

SECTION V.
GENERAL SPECIFICATIONS

DIVISION I
CONTROL OF EQUIPMENT

(General): All equipment necessary for completion of the Work contemplated under this Contract shall be in first-class operating condition and shall have been inspected and approved by the Contract Administrator before construction where the equipment is used will be permitted to begin. Thereafter, the equipment shall be maintained in first-class operating condition throughout its use for the Work under this Contract.

[The remainder of this page intentionally left blank]

DIVISION II
CONSTRUCTION SPECIFICATIONS

All Work shall be accomplished in accordance with ODOT, EPA, and ODEQ regulations, AWWA Standards and City of Broken Arrow Codes and Standard Construction Specifications.

[The remainder of this page intentionally left blank]

DIVISION III
MATERIAL SPECIFICATIONS

All materials shall be in accordance with materials as specified in the City of Broken Arrow Standard Construction Specifications.

[The remainder of this page intentionally left blank]

DIVISION IV
SPECIAL PROVISIONS

SP 1.0 PURPOSE: It is the intent that a contract will be executed by the City of Broken Arrow, Oklahoma (hereinafter referred to as the "CITY") and by the successful bidder (hereinafter referred to as "CONTRACTOR") for labor, materials, and equipment to complete the said project that is a public facility of the CITY. This contract will include, by reference and incorporation, the contract bid proposal, instructions to bidders, specifications, and all other documents contained in the bid packet. All actions, duties, and obligations required by the CONTRACTOR apply only to the CONTRACTOR's agents and employees. All legal protections offered to the City of Broken Arrow shall also be extended to any CITY entity involved with this contract.

SP 2.0 FIELD OFFICE: This is not required on this project.

SP 3.0 PHOTOGRAPHS: They are required on this project.

SP 4.0 STANDARD SPECIFICATIONS:

4.1 City of Broken Arrow Standard Construction Specifications dated August 19, 1999.

4.2 The Oklahoma Department of Transportation (ODOT) Standard Specifications for Highway Construction dated 2009, Sections 200 through 800 are included by reference. Specifications listed in the contract as ODOT XXX.XX Description, where XXX.XX represents a specification number, refer to the current ODOT Standard Specification with the same number. Where references are made to ODOT as the agency contracting for the work, the reference will be read as "City of Broken Arrow" for City of Broken Arrow contracts. References to Engineer will be read as Contract Administrator for City of Broken Arrow contracts.

SP 5.0 CERTIFICATION: The CONTRACTOR shall furnish certification from the manufacturer that all materials meet applicable specifications. Copies of material certification shall be furnished to the City Engineer prior to installation or incorporation of material in the work.

SP 6.0 TAXES: This project is exempt from state and local sales tax.

SP 7.0 EQUIPMENT: Equipment and tools necessary for handling materials and performing all parts of the work shall be the responsibility of the CONTRACTOR as to design, capacity, and mechanical condition. The equipment shall be at the job site sufficiently ahead of the start of construction operations.

SP 8.0 STORAGE OF SUPPLIES AND EQUIPMENT: The CONTRACTOR shall be responsible for storing his supplies and equipment. CITY maintenance yards shall not be used for these purposes. However, equipment may be left parked on CITY right-of-way provided there is at least a 10-foot clear zone between the white travel edge line and the nearest portion of the equipment. The CITY shall not be liable for the CONTRACTOR's equipment in any way, or liable for any claims arising from incidents involving said equipment, while this equipment is parked upon CITY right-of-way. CONTRACTOR may use facility area for material storage but will need to coordinate with Plant Manager as well as Contract Administrator. CONTRACTOR shall minimize roadway area used as much as possible and shall minimize damage to the existing roadway surface (rubber tire vehicles preferred to tracked vehicles on existing asphalt). If additional laydown area is required, CONTRACTOR may need to negotiate with adjacent landowners.

SP 9.0 PAY ITEMS INCLUSIVE: Most contractual pay items should correspond with similar pay items used on CITY construction projects. However, some contractual items are more inclusive of size variations, in an attempt to avoid a lengthy bid sheet.

SP 10.0 MOBILIZATION: Mobilization included in contract.

SP 11.0 TIME RESTRICTIONS: CONTRACTOR should be aware of construction time restrictions on this project are from 7:00 A.M. – 7:00 P.M.

SP 12.0 CONTRACTOR'S PERSONNEL:

12.1. The CONTRACTOR's employees shall be identified with the name or logo of the CONTRACTOR. The CONTRACTOR's employees, officers, agents, and subcontractors shall at no time identify themselves as being employees of the CITY.

12.2 All drivers of the CONTRACTOR's equipment shall at all times possess and carry a valid and proper driver's license.

12.3 The CONTRACTOR's employees shall be properly trained and professional in the performance of their duties. The CITY may require that the CONTRACTOR remove from the job employees who endanger persons or property, display impolite and socially unacceptable behavior, or whose continued employment under this contract is inconsistent with the interest of the CITY and/or the public.

12.4 All of the CONTRACTOR's employees shall be U.S. citizens or legal aliens.

SP 13.0 TECHNICAL SPECIFICATIONS: See attached Technical Specifications.

SP 14.0 NOT USED

SP 15.0 PROGRESS SCHEDULE: Contractor is required to provide a progress schedule as set out in the Standard Contract Terms and Conditions.

SP 16.0 WATER FOR CONSTRUCTION:

Water will be provided via the nearest City of Broken Arrow hydrant at no cost to the Contractor. The Contractor will be responsible to obtain a Construction Meter from the City, paying a $1,200 escrow deposit for use of the meter. The escrow money will be returned to the contractor when the construction meter is returned. Failure to return the meter within 2 working days after the Contract Administrator determines the meter is no longer required on the project could result in water charges, loss of some or all of the escrow deposit and contractor earnings withheld. Contractor is responsible for any damages to meter or hydrant he may cause. Contractor is responsible for transport and distribution of water as needed.

SP 17.0 COORDINATION OF DRAWINGS AND SPECIFICATIONS:

These Project Drawings, Technical Specifications, and all supplementary documents are essential parts of the Contract and a requirement in one is as binding as if in all. The City intends them to be complementary and to describe a complete Contract. In case of discrepancy between these Contract documents, the order of precedence is as follows: (1) For Information, Technical Specifications over Drawings; (2) For Dimensions, Project Drawings over Specifications. Project Drawings and Specifications both take precedence over supplementary documents.

SP 18.0 NOT USED

SP 19.0 NOT USED

SECTION VI.
BOARD UP PROCEDURES (US FIRE ADMINISTRATION) SPECIFICATIONS

U.S. Fire Administration

National Arson Prevention Initiative

BOARD UP PROCEDURES

STOP the use of empty buildings as targets for arsonists, as crack houses, as hang outs for gangs, as garbage dumps, and as temporary shelters for the homeless.

These procedures are intended to protect buildings that are temporarily vacant pending rehabilitation and use.

"HARDENING THE TARGET" BOARD UP PROCEDURES

Protecting valuable buildings from the weather and from illegal entry can be accomplished by improving security, organizing block watches, improving lighting, periodic patrols, and by following these directions.

1. **DISCONNECT ALL UTILITIES AT THE STREET**
   - A. Turn off water at the street and drain the system to its lowest point. Leave faucets open and put anti-freeze in all traps containing water.
   - B. Have the utility company disconnect electricity at the street and remove and cap meters.
   - C. Shut off LNG supply at the street. Disconnect and remove LPG and heating oil tanks.
2. **REMOVE ALL FLAMMABLES AND COMBUSTIBLES FROM INSIDE AND OUTSIDE THE BUILDING**
   - A. Remove all upholstered furniture, combustible materials and trash from the building, including the basement and attic.
   - B. Remove trash and trash containers and combustible furniture from exterior stairwells, porches, fire escapes and outbuildings.
   - C. Remove shrubbery and vegetation that could support or spread a fire.
3. **SECURE THE BUILDING TO PREVENT ENTRY**
   - A. Search the entire building to ensure that it is unoccupied.
   - B. Remove doors and storm windows and place in storage.

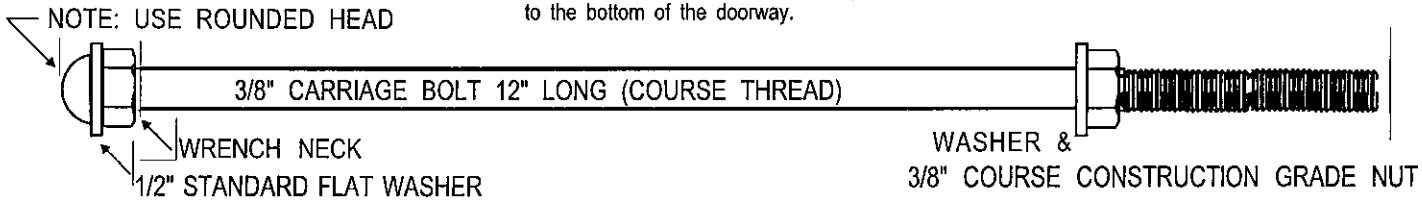
DETERMINING HOW MUCH PROTECTION IS NEEDED

1. Openings in the basement, first floor doors and windows and any point of entry accessible from a porch, fire escape or other potential climbing point require additional security measures. These openings should be barricaded with plywood, 2x4s, bolts and nails.
2. Openings that are at least 10' from ground level which are not accessible from a porch, fire escape, roof, or other climbing point can be secured with nails in each brace, and every 12" around the perimeter. For these openings the plywood should be fitted so that it rests snugly against the exterior frame, butting up to the siding on wood frame buildings and up to the brickwork on brick buildings. It may be necessary to remove the staff bead so this fit can be flush and tight.

BOARDING UP

1. Cut plywood to fit over the window and door openings, flush with outside of the molding.
   Note: For buildings with metal door and window frames the alternative is to cut the plywood and 2x4s to fit the inside of the door frame buffed up against the band molding.
2. Cut the 2x4s to fit the horizontal dimension of the plywood. You will need two 2x4 exterior and two interior braces for each window and three sets for each door.
   For buildings with metal doors and window frames the 2x4s for the outside will be cut to the dimensions of the plywood, fitting inside the door frame, against the band molding. For the inside the 2x4s will be cut to the outside dimension of the door or window frame.
3. Pre drill 3/8th inch holes in the plywood and the braces.
4. The holes will be placed approximately 1/3 of the length of the brace from each outside edge of the door and window jam.
5. The two window braces will be placed 1/3 of the distance from the top and the bottom of the window.
6. The three door braces will be placed; one in the center of the doorway, and one half the distance from the center to the top and to the bottom of the doorway.
7. Place the plywood over the exterior opening and nail to the frame.
   For metal frames place the plywood and braces inside the frame against the band molding.
8. Place the 2x4 braces over the interior and exterior of the door or window.
9. Place the large washer over the carriage bolt and place the bolt through the holes.
10. Place washer and nut inside and tighten securely. Torque the nut so that it slightly compresses the interior 2x4.

After all entrances are secured, the interior worker should exit the building, using a ladder, through a window, if such exists, at least 10 feet above the ground. Nail or screw a plywood sheet over the worker's exit. Patrol the building periodically to check the security.



MATERIALS NEEDED

A . 1/2" plywood, grade CDX and 2" x 4" by 8' construction grade lumber.

B . 3/8" by 12" carriage bolts (rounded head on weather side).

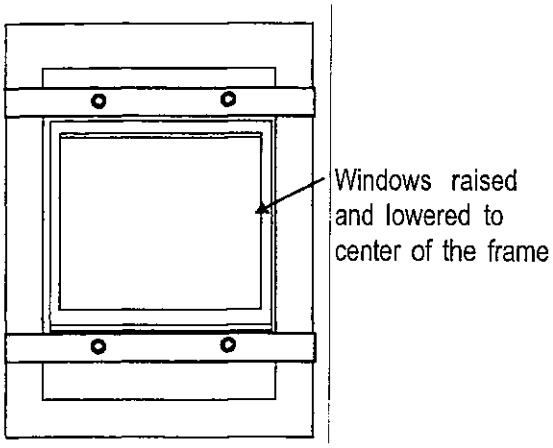
C. 3/8" construction grade nuts.

D. Flat washers with an inside diameter large enough to bypass the wrench neck inside the carriage bolt head so no lift edge is available beneath an installed carriage bolt head.

E. 1/2" diameter flat washers for installation beneath the nut inside the building.

F. 1-5/8" (6d) galvanized or stainless steel ring-shank nails or comparable deck nails.

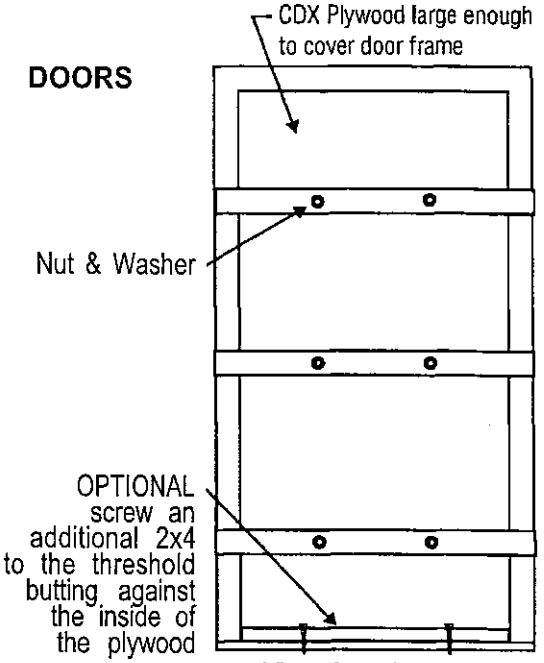
WINDOWS



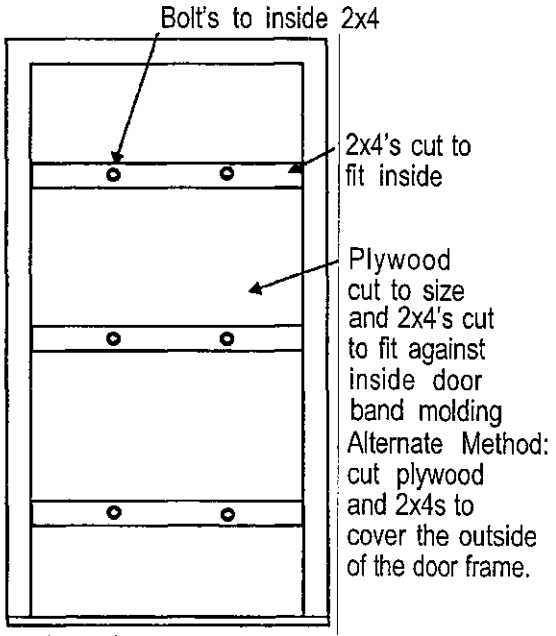
View from inside bldg.

Note: Outside view of window is same as view from outside door except with two 2x4 braces instead of three.

DOORS



View from inside bldg.



View from outside bldg

To request arson prevention materials:

National Arson Prevention Clearinghouse
16825 South Seton Avenue,
Emmitsburg, Maryland 21727
1-888-603-3100

Materials available include:

- General Arson Prevention Literature
- Video: Fighting Church Arson
- Church Arson Prevention Literature
- Arson Prevention Brochures
- Juvenile Firesetter Brochures
- Coalition Building Handbook
- Arson Threat Assessment Guides for: Communities, Churches, Buildings
- Information on Arson Classes and Courses delivered by the National Fire Academy

City of Broken Arrow

Request for Action

File #: 25-1701, **Version:** 1

Broken Arrow City Council
Meeting of: 12-2-2025

Title:
Approval of and authorization to execute a Professional Consultant Agreement Amendment 2 with Selser Scheafer Architects (aka: Narrate Design) for completion of ALTA/NSPA with Topographic Survey, Utility Electronic Locates and Easement Report (Project No. 2417170)

Background:
The Broken Arrow City Hall has been a staple for the community for more then 50 years. But as Broken Arrow has grown, they have outgrown the capacity of the current City Hall. Earlier this year the Request for Qualifications was published to have an evaluation of multiple sites and a Schematic Design for a New City Hall. Many firms submitted their qualifications, and four firms were interviewed. Narrate Design was unanimously voted on as the most qualified firm by the selection committee that was comprised of City Staff. In December of 2023 the City of Broken Arrow voted to approve an agreement with Narrate Design to investigate three sites, provide programming and conceptual design for the City Hall.

City staff negotiated Amendment 1 with Narrate Design to develop the conceptual designs from the initial contract into Construction Documents and full design services. The agreement is for $1,359,574.00 for a total project cost of $1,534,074.00

City staff negotiated Amendment 2 with Narrate Design to remove the original $19,500 survey fee and scope in Amendment 1 and then add a revised scope and $17,500 fee to complete ALTA/NSPA with Topographic Survey, $5,700 fee to complete Utility Electronic Locates and up to $1,750 fee for Easement Report for the New City Hall project. The agreement for a total project cost of $5,450.00

Cost: $5,450.00

Funding Source: STCI

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

Approved By: City Manager's Office

Attachments: Professional Consulting Agreement

Recommendation:
Approve of and authorize to execute a Professional Consultant Agreement Amendment 2 with Selser Scheafer

Architects (aka: Narrate Design) for completion of ALTA/NSPA with Topographic Survey, Utility Electronic Locates and Easement Report. (Project No. 2417170)

AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
SELSOR SCHAEFER ARCHITECTS
FOR
PROJECT NAME: MUNICIPAL SERVICES ADMINISTRATION BUILDING
PROJECT NO. 2417170

THIS **AMENDMENT NO. 2**, made and entered into this 19th day of November 2025, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and SELSOR SCHAEFER ARCHITECTS, hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated January 2, 2024 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to develop programming, investigation, Conceptual Design and Site Selection for a new Broken Arrow City Hall.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to revise conceptual survey to Topographic/ALTA survey with additional services.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 2 shall hereinafter collectively be referred to as the "Agreement"; and

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

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

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

1. PROJECT SCOPE.
This Amendment requires CONTRACTOR to provide ALTA/NSPA with Topographic Survey, Utility Electronic Locates and an Easement Report.

2. CHANGE IN CONTRACT AMOUNT.
As compensation for the additional work, CITY shall pay ENGINEER in accordance with the terms as a change in the contract amount;

Original Contract Amount executed January 2, 2024	$ 174,500.00
Amendment No. 1 executed September 5, 2025	$ 1,359,574.00
Amendment No. 2, remove survey fee	$ (19,500.00)
Amendment No. 2, lump sum	$ 17,500.00
Amendment No. 2, lump sum	$ 5,700.00
Amendment No. 2, not to exceed	$ 1,750.00
Revised Total Contract Amount	$ 1,539,524.00

.

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 2 is 30 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 2 is effective upon signature of both parties.

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

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

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:

SELSOR SCHAEFER ARCHITECTS

By: _____
Hank Spieker, AIA, Partner

Date: 20 NOVEMBER 2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: _____
Shane D. Aaron, AIA, President

Date: 19 NOVEMBER 2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 20 day of November, 2025, personally appeared Henry Spieker, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of SELSOR SCHAEFER ARCHITECTS, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

June 26, 2026

Notary Public

JENNIFER DOWLER
Notary Public - State of Oklahoma
Commission Number 18006389
My Commission Expires Jun 26, 2026

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
SELSOR SCHAEFER ARCHITECTS
FOR
MUNICIPAL SERVICES ADMINISTRATION BUILDING
PROJECT 2417170

SCOPE OF SERVICES

1.0 AMENDMENT SCOPE

1.1 Remove Site Survey with Topography Payment, section 1.3.
1.2 Topography Survey- The CONSULTANT will perform a ALTA/NSPA with Topographic Survey.
1.3 Topography Survey- The CONSULTANT will perform a Utility Electronic Locates
1.4 Topography Survey- The CONSULTANT will perform an Easement Report.

2.0 SCOPE OF SERVICES

1.1 TOPOGRAPHIC SURVEY:
- 1.1.1 Topography with one-foot interval contours
- 1.1.2 Existing buildings and site structures
- 1.1.3 Building finished floor elevations at accessible doorways
- 1.1.4 Utilities (water, storm sewer, sanitary sewer, gas, electric and communication) as marked by One Call System or as noted on Survey Design Request and features/appurtenances located at ground level
- 1.1.5 Parking lots and access drives
- 1.1.6 Fences
- 1.1.7 Trees having a diameter equal to or greater than 12"
- 1.1.8 Tree "dripline" to be shown for heavily wooded areas
- 1.1.9 Benchmarks
- 1.1.10 Spot Elevations
- 1.1.11 All drainage features (above and below ground, where applicable)
- 1.1.12 Provide survey control file (Autocad and Digital Terrain Model, etc.)
- 1.1.13 Horizontal datum determined in the Oklahoma State Plane Coordinate System (NAD83)
- 1.1.14 Vertical datum determined in the North American Vertical Datum of 1988 System (NAVD88)

1.2 ALTA/NSPS SURVEY:
- 1.2.1 Survey in accordance with latest version of ALTA/NSPS Land Title Survey Standards
- 1.2.2 Table A, "Optional Survey Responsibilities and Specifications," as specified by the client
- 1.2.3 Table A Items 1-4, 7(a), 8, 9 and 11 to be included if not specified by client – see attached.
- 1.2.4 Additional fee may apply for Table A item requirements not provided with signed contract

1.2.5 Title Commitment with an effective date within the previous 6 months and exception documents to be provided by Client. Deliverable date is dependent on receipt of the title commitment.

1.3 ADDITIONAL SERVICES:

1.3.1 Title and easement research/property report (by third party / fee included on following page)

1.3.2 CONSULTANT does not offer property easement or encumbrances research or abstracting services.

1.3.3 CONSULTANT will coordinate a property report through a third party to research easements and encumbrances of record for subject property. Said report is not intended to act as or replace an abstract, title commitment, title opinion, or title insurance policy.

1.3.4 Plot easements from report on the topographic survey as an approximate location based upon approximate lot and property lines.

1.3.5 Private utility locate service (by third party / fee included on following page)

1.3.6 CONSULTANT does not offer utility or ground penetrating radar (GPR) locating services.

1.3.7 CONSULTANT will coordinate utility locates and GPR services through a third party to mark utility locations able to be located from the ground surface.

1.3.8 The location and depth of any underground facilities marked by the private utility locators will be shown on the topographic survey.

ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
SELSOR SCHAEFER ARCHITECTS
FOR
MUNICIPAL SERVICES ADMINISTRATION BUILDING
PROJECT 2417170

ORGANIZATION OF SUBMITTAL DOCUMENTS

1.0 TOPOGRAPHIC SURVEY and SUE DATA: The CONSULTANT shall submit in-full survey and SUE data in a format compatible with AutoCAD. It can be submitted via email, data download, or memory stick.

ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
SELSOR SCHAEFER ARCHITECTS
FOR
MUNICIPAL SERVICES ADMINISTRATION BUILDING
PROJECT 2417170

COMPENSATION AND ADDITIONAL SERVICES

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

1.1 ALTA/NSPS with Topographic Survey: The OWNER shall pay the CONSULTANT a lump sum amount of $17,500 for the completion of the Topographic Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services

1.2 Utility Electronic Located: The OWNER shall pay the CONSULTANT a lump sum amount of $5,700 for the completion of the Topographic Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services

1.3 Easement Report: The OWNER shall pay the CONSULTANT not to exceed amount of $1,750 for the completion of the Topographic Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services

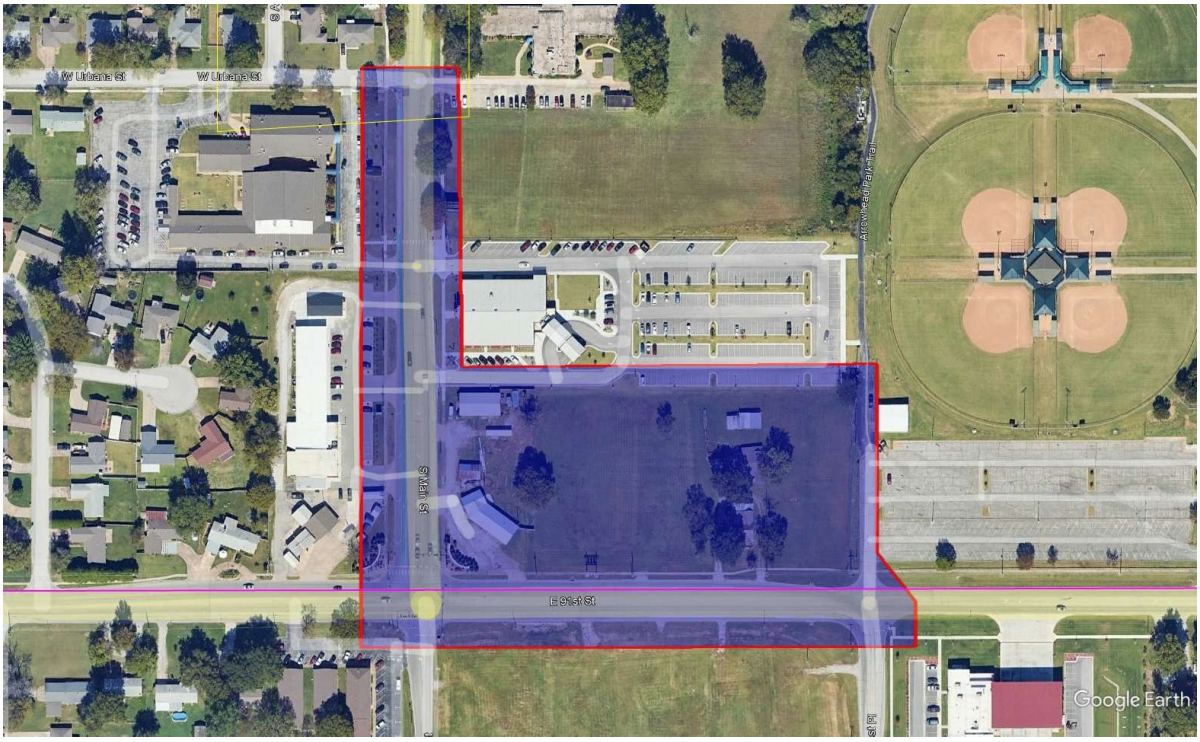
ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
SELSOR SCHAEFER ARCHITECTS
FOR
MUNICIPAL SERVICES ADMINISTRATION BUILDING
PROJECT 2417170

PROJECT SCHEDULE

The projected schedule for completion of our construction documents, excluding additional services, is approximately 4 weeks after notice to proceed, which makes reasonable allowances for timely reviews, coordination and approvals by Owner and Consultant, which may extend the scheduled completion date.

APPENDIX 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
SELSOR SCHAEFER ARCHITECTS
FOR
MUNICIPAL SERVICES ADMINISTRATION BUILDING
PROJECT 2417170

Subject Study Area



City of Broken Arrow

Request for Action

File #: 25-1677, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

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

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

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

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

- Subcontractor Package Award from the Construction Manager of the Jail Expansion and Renovation Project (Project No. 203019)

Cost: $0

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Broken Arrow Jail Expansion - Letter of Recommendation for Award of Trade Packages & COBA Jail Expansion - Exhibit C - Lump Sum FinalR1

Recommendation:
No Action Required

MYERS-CHERRY CONSTRUCTION

824 W. Jasper
Broken Arrow, OK 74011

11/18/2025

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

Re: Broken Arrow Jail Expansion – Recommendation Letter for Trade Package Award

Dear City Council,

Myers-Cherry Construction, LLC has reviewed the trade bids received on behalf of the City on November 13, 2025. Below you will find MCC's recommendations to the City Council for the award.

Award the following Bid Packages:
Bid Package 1A: Final Cleaning to Myers-Cherry Construction, LLC
Bid Package 2A: Selective Demolition to Ark Wrecking Co. of Oklahoma
Bid Package 3A: Cast-in-Place Concrete to Inside Out Concrete, Inc.
Bid Package 4A: Masonry to Myers-Cherry Construction, LLC
Bid Package 5A: Structural & Miscellaneous Steel to Bennett Steel, Inc.
Bid Package 6A: Millwork & Casework to Radworks DBA Mayco Fixture Co.
Bid Package 7A: Waterproofing & Sealants to Oklahoma Roofing & Sheet Metal, LLC
Bid Package 7B: Roofing to Allwine Roofing & Construction, Inc.
Bid Package 8A: Hollow Metal Doors, Frames, and Door Hardware to FTO Building Specialties, LLC
Bid Package 9A: Metal Studs & Drywall to SW Drywall, LLC
Bid Package 9B: Flooring to T & S Taylor Enterprises, Inc.
Bid Package 9C: Fluid-Applied Flooring to Carroll's Commercial Floors, LLC
Bid Package 9D: Painting to BA Painting, LLC
Bid Package 10B: Toilet Accessories to FTO Building Specialties, LLC
Bid Package 10C: Fire Extinguishers & Cabinets to FTO Building Specialties, LLC
Bid Package 11A: Detention Equipment to Sweeper Metal Fabricators Corp.
Bid Package 11B: Food Service Equipment to Amundsen Commercial Kitchens, Inc.
Bid Package 12A: Window Shades to Craft Customs, Inc.
Bid Package 21A: Fire Suppression to Western States Fire Protection, Inc.
Bid Package 22A: Plumbing to Midwest Mechanical, Inc.
Bid Package 23A: HVAC to Applied Mechanical Services, LLC
Bid Package 26A: Total Ascension Group Corp.
Bid Package 28A: Security Electronics to Sweeper Metal Fabricators Corp.
Bid Package 31A: Site Demolition, Erosion Control, and Earthwork to Truth Excavation, LLC
Bid Package 32A: Asphalt Paving to APAC – Central, Inc.
Bid Package 32B: Fences & Gates to Pro-Line Fence and Gate, LLC
Bid Package 32C: Landscape & Sod to Myers-Cherry Construction, LLC
Bid Package 33A: Site Utilities to All American Plumbing, Inc.

Upon the Council's award of the proposed bid packages above, the owner assigns the bid packages to Myers-Cherry Construction, LLC, to contract with the various trades.

Respectfully,

David Myers, CCCA
Managing Member

Approved by:

Charlie Bright 11/25/2025
Charlie Bright, Director of Engineering & Construction

MYERS-CHERRY CONSTRUCTION

City of Broken Arrow Jail Expansion 18-Nov-25 Exhibit "C" - Lump Sum	Base Bid Amount	Alt. 1 ReRoof	Alt. 2 Flooring	Trade Name	Notes
Bid Package 1A: Final Cleaning	$ 1,500	$ -	$ -	Myers-Cherry Construction	
Bid Package 2A: Selective Demolition	$ 38,390	$ -	$ -	Ark Wrecking Co. of Oklahoma	
Bid Package 3A: Cast-in-Place Concrete	$ 186,833	$ -	$ -	Inside Out Concrete	
Bid Package 4A: Masonry	$ 275,000	$ -	$ -	Myers-Cherry Construction	
Bid Package 5A: Structural & Miscellaneous Steel	$ 99,300	$ -	$ -	Bennett Steel, Inc.	
Bid Package 6A: Millwork & Casework	$ 9,250	$ -	$ -	Mayco Fixture Co	
Bid Package 7A: Waterproofing & Sealants	$ 47,639	$ -	$ -	Oklahoma Roofing & Sheetmetal	
Bid Package 7B: Roofing	$ 72,800	$ 280,130	$ -	Allwine Roofing	No Insulation
Bid Package 8A: Hollow Metal Doors, Frames, and Hardware	$ 28,187	$ -	$ -	FTO Building Specialties	
Bid Package 9A: Metal Studs & Drywall	$ 43,000	$ -	$ -	SW Drywall	
Bid Package 9B: Flooring	$ 7,745	$ -	$ 5,730	T&S Taylor Enterprises	
Bid Package 9C: Fluid Applied Flooring	$ 24,393	$ -	$ -	Carroll's Commercial Floors	
Bid Package 9D: Painting	$ 12,064	$ -	$ -	BA Painting	
Signage Allowance	$ 2,500	$ -	$ -	Allowance	Building Plaque Allowance
Bid Package 10B: Toilet Accessories	$ 3,443	$ -	$ -	FTO Building Specialties	
Bid Package 10C: Fire Extinguishers & Cabinets	$ 2,099	$ -	$ -	FTO Building Specialties	
Bid Package 11A: Detention Equipment	$ 250,000	$ -	$ -	Sweeper Metal Fabricators	Combo Bid / Broke Out for Accounting Purposes
Bid Package 11B: Food Service Equipment	$ 132,272	$ -	$ -	Amundsen Commercial Kitchens	
Bid Package 12A: Window Treatments	$ 1,997	$ -	$ -	Craft Customs	
Bid Package 21A: Fire Suppression	$ 28,000	$ -	$ -	Western States Fire Protection	
Bid Package 22A: Plumbing	$ 249,964	$ -	$ -	Midwest Mechanical	
Bid Package 23A: HVAC	$ 466,410	$ -	$ -	Applied Mechanical	
Bid Package 26A: Electrical	$ 659,334	$ -	$ -	Total Ascension Group	
Generator Allowance	$ 175,000	$ -	$ -	Allowance	Caterpillar
Bid Package 28A: Security Electronics	$ 324,816	$ -	$ -	Sweeper Metal Fabricators	Combo Bid / Broke Out for Accounting Purposes
Bid Package 31A: Site Demolition, Erosion Control, and Earthwork	$ 125,238	$ -	$ -	Truth Excavation	
Bid Package 32A: Asphalt Paving	$ 37,250	$ -	$ -	APAC - Central	
Bid Package 32B: Fences & Gates	$ 121,132	$ -	$ -	Pro-Line Fence & Gates	
Bid Package 32C: Landscape & Sod	$ 19,750	$ -	$ -	Myers-Cherry Construction	
Bid Package 33A: Site Utilities	$ 49,640	$ -	$ -	All American Plumbing	
Construction Cost	$ 3,494,946	$ 280,130	$ 5,730	Total of trade packages	
Design Development Contingency	$ 145,208	$ 119,870	$ -	Lump Sum Base Bid / Allowance for 13,795 SF remove & replace Insulation Alt. 2	
Construction Manager's Contingency	$ 69,899	$ -	$ -	2%	
General Conditions	$ 334,000	$ -	$ -	Lump Sum	
General Requirements	$ 110,912	$ -	$ -	Lump Sum	
Insurances	$ 48,529	$ 4,800	$ 69	GL, WC, BR, and Umbrella	
Bonds	$ 29,440	$ 4,048	$ 58	Penal Bond (Unbonded Items Only)	
CM Fee	$ 195,644	$ 18,621	$ 267	4.6%	
PreConstruction Services	$ 14,260	$ -	$ -		
Total Project Cost	$ 4,442,837	$ 427,469	$ 6,123	$ 4,876,429	

Exclusions: Design Fees, FF&E, Remove & Replace Unsuitable Soils, Rock Excavation & Disposal, Gas Line Relocation, or Electrical Utility Provider Fees.

City of Broken Arrow

Request for Action

File #: 25-1651, **Version:** 1

Broken Arrow City Council
Meeting of: December 2, 2025

Title:
Approval of and authorization to utilize Opioid Abatement Settlement funds for the vehicle, equipment, and outfitting purchases of two (2) Chevrolet Traverses for the Crisis Response Team and authorize approval of Fiscal Year 2026 Budget Amendment Number 10

Background:
The City receives dedicated Opioid Abatement Settlement funds intended to remediate harms associated with opioid misuse, support public safety responses, and enhance community-based intervention services. The Police Department's Crisis Response Team plays a key role in responding to substance-use-related crises, co-responding with behavioral health professionals, and reducing reliance on traditional enforcement-only models. Oklahoma law enforcement agencies have statutory guidance that mental health investigations and detentions are to be handled in the "least conspicuous" manner possible. Accordingly, our request is to equipment the police department's Crisis Response Team members with unmarked vehicles.

This request for action is specifically asking authorization for the following: (1) Purchase of two Chevrolet Traverses (2) purchase of emergency vehicle equipment and (3) professional outfitting of both vehicles. Quotes for these requests are attached.

Vance Fleet Services (state contract #SW0035) and 911 Custom (state contract #SW0142) are on state contracts thus fulfilling the competitive bidding requirements for the first two portions of our request.

We request to use Rigid 911 from Norman, Oklahoma to outfit the vehicles. Rigid 911 has the knowledge and software to install/program Whelen brand equipment. Whelen is an American company that manufactures the equipment we install in our police cars. Other police equipment companies manufacture their products in China, which we want to avoid. Rigid 911 upfitted our FY25 Ford Explorers, they were easy to work with and did quality work. Other Oklahoma upfitting companies do not deal in Whelen Equipment. These companies would not be able to install/program the equipment in our cars. The next best option to find a company that could install Whelen equipment would be in either Texas or Kansas. We would have to ship the cars out of state or drive them, either way spending more one each vehicle build. These vehicle builds are highly technical and require expert knowledge in electronic work. Our city shop and other general mechanical shops are insufficiently equipped and staffed to upfit our modern vehicles. The quote from Rigid 911 to upfit both vehicles in this project is $5,769.00.

Lastly, the vehicles will need police mobile radios. We have a quote from L3Harris for $8,741.26 for the mobile radio units. L3Harris is on the Sourcewell Contract (#04021-L3H and SIT#295766).

Cost: $110,676.10

Funding Source: Fund 349, Opioid Abatement Settlement Fund, Project #2630410

Requested By: Lance Arnold, Chief of Police

Approved By: Broken Arrow City Council

Attachments: Quotes for vehicles, equipment and outfitting purchases

Recommendation:

Authorize and approve the use of Opioid Abatement Settlement funds for the vehicle, equipment, and outfitting purchases of two (2) Chevrolet Traverses for the Crisis Response Team and authorize approval of fiscal year 2026 budget amendment number ten (10)

L3HARRIS

L3Harris Technologies, Inc.
Public Safety and Professional Communications
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501
Phone: 1-800-368-3277
Fax: 321-409-4393

Quote Name: BROKEN ARROW PD_XL85M_295766_10202025

Sgt. Zack Schatz
Quartermaster
1101 N. 6th St
Broken Arrow, OK 74012
918-451-8200 Ext. 8110 (Office)
918-269-3084 (Cell)

Date: *10/20/2025* ***Valid for 30 days***
Sales POC: *Greg Kolsut*
Sr. Specialist Critical Communication
Account Manager- Oklahoma
+1 405-315-2741
greg.kolsut@L3Harris.com

L3Harris' Internal Use Only	
Quote by:	*C.Corrigan*
CRM #	
CCC Case #	*INC-000371333*

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
1	XQ-M78B	MOBILE, XL-85M, 700/800 MHZ	2	$ 2,500.00	26%	$ 1,850.00	$ 3,700.00
2	XQ-PL8Y	FEATURE, ENCRYPTION LITE	2	$ 0.01	100%	$ -	$ -
3	XQ-PL4F	FEATURE, PHASE 2 TDMA	2	$ 275.00	26%	$ 203.50	$ 407.00
4	XQ-PKG8F	FEATURE, 256-AES, 64-DES ENCRYPTION	2	$ 785.00	26%	$ 580.90	$ 1,161.80
5	XQ-PL4L	FEATURE, SINGLE BAND, 7/800	2	$ 0.01	100%	$ -	$ -
6	XQ-PKGPT	FEATURE PACKAGE, P25 TRUNKING	2	$ 1,200.00	26%	$ 888.00	$ 1,776.00
7	XQ-MC6A	MICROPHONE, XL, STANDARD MOBILE	2	$ 150.00	26%	$ 111.00	$ 222.00
8	XQ-LS6A	SPEAKER, EXTERNAL, MOBILE	2	$ 78.00	26%	$ 57.72	$ 115.44
9	XQ-CA6F	CABLE, XL-MOBILE, SPEAKER ACCY	2	$ 120.00	26%	$ 88.80	$ 177.60
10	XQ-MA4F	KIT, MOUNTING XL-85 MOBILE UNIVERSAL	2	$ 250.00	26%	$ 185.00	$ 370.00
11	XQ-CA6D	CABLE, POWER, XL-CH	2	$ 87.00	26%	$ 64.38	$ 128.76
12	XQ-ZM2Z	KIT, CONVERSION, XL-85M, REMOTE CTRL HD	2	$ 750.00	26%	$ 555.00	$ 1,110.00
13	XQ-AN3H	ANTENNA, ELEMENT, 700/800,900, 3DB	2	$ 90.00	26%	$ 66.60	$ 133.20
14	XQ-AN6U	ANTENNA, BASE, STD ROOF MOUNT LOW LOSS	2	$ 96.00	26%	$ 71.04	$ 142.08
15		Radio Refresh 2.0 Trade In	2	$ (400.00)	0%	$ (400.00)	$ (800.00)
						Estimated Shipping	**$ 97.38**
	Lead time is subject to material availability at time of order					**Total Sale Price**	**$ 8,741.26**

Terms and Conditions:

1. *The Terms and Conditions are governed by the agreement between L3Harris Technologies and Sourcewell Public Safety Communications Technology and Hardware Solutions. This Quote is issued pursuant to Sourcewell Contract 042021-L3H, and SIT#295766. In accordance with Section 6.B. of the Sourcewell Contract, L3Harris has supplied additional terms and conditions customary to the industry, as well as specific to the technology being proposed. City of Broken Arrow, Broken Arrow, Oklahoma, Sourcewell Membership ID# 67325.*

   Also reference MBP# 1217697 - Radio Refresh 2.0 Trade In

2. *Storing battery packs is not recommended because the chemicals in the battery degrade over time and this affects the functionality of the battery. Improper storage of batteries may void warranty.*

3. *Pricing does not include installation, programming, taxes or shipping (if applicable), unless otherwise noted. These items may be waived based on the terms and conditions which are applicable to this quote (Item 1) and could be subject to change.*

Purchase Order requirements:

Purchase Order issued to L3Harris Technologies - PSPC - 221 Jefferson Ridge Parkway - Lynchburg, VA 24501
The Purchase Order should include the following references:

Must include Quote Name and Date. If applicable, include MBP#.

All orders must contain valid model number, quantity, and price for each item.
Frequencies must be supplied with order if applicable.

Requested Delivery Date; If related to **Grant Funding**, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Shipping will default to Best Way ground, unless otherwise specific. Special shipping/delivery instructions (ex. Delivery lift gate required?) must be noted if applicable. Non Standard packing will be billed to the customer.

Bill to and Ship to addresses along with contact information must be included. Provide customer account number if readily available.

L3Harris DUNS#: 101474992; Cage Code: 1PNR4; Tax ID 34-0276860.

Confidential, Proprietary, & Competition Sensitive

Quote

DATE	ESTIMATE #
11/6/2025	911-137

2812 Classen Blvd
Norman, OK 73071
Office: 405-358-7911

VIN#:
Unit #
Make, Model, Year:
-x32026 Chevy Traverse

BILL TO
Brandon Tener Broken Arrow Police Department City of Broken Arrow attn: Accounts Payable PO Box 610 Broken Arrow, OK 74013-0610 USA

SHIP TO
Brandon Tener Broken Arrow Police Department 1700 W Detroit St attn: Purchasing Broken Arrow, OK 74012 USA 918-451-8200

Item	Description	Qty	Rate	Amt
RIG-HARNESS-12/GANG	Includes 12 gang fuse panel, timer, and wiring harness	2	$400.00	$800.00
Shop Supplies		2	$90.00	$180.00
LABOR- DRIVE TIME PER HOUR	One Hour of drive time for Delivery of unit per unit.	1	$85.00	$85.00
LABOR- INSTALLATION	Installation labor	56	$84.00	$4,704.00
			SUBTOTAL	$5,769.00
			SHIPPING	$0.00
			TAX	$0.00
			TOTAL	$5,769.00

Customer Agreement

By signing below, the customer agrees to all terms outlined in this estimate. Any changes to the scope of work, products, or services—including quantity, specifications, or scheduling—will not be binding unless approved in writing by both parties. Such changes may result in additional or increased charges.

VANCE CHEVROLET
BUICK, GMC OF MIAMI

FLEET & GOVERNMENT SALES
PO BOX 400, GUTHRIE, OK 73044
405-282-3800
OK Vendor # 0000552011

JOHN VANCE FLEET SERVICES

QUOTE

DATE	10/20/2025
QUOTE NUMBER	000Q18229
EXPIRATION DATE	
SHIP VIA	Factory Order
TERMS	SW0035 - STATE CONTRACT
PO NUMBER	

SOLD TO:

City of Broken Arrow
Brandon Tener
PO BOX 610
Broken Arrow, OK 74012
(918)521-8705

SHIP TO:

City of Broken Arrow
Brandon Tener
PO BOX 610
Broken Arrow, OK 74012
(918)521-8705

Any Questions? Call 405-282-3800
Colt Weatherby
colt@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
2	1LB56	2026 CHEVROLET TRAVERSE	$39,359.00	$78,718.00
2	AWD	ALL WHEEL DRIVE	$1,992.00	$3,984.00
2	1LT	LT PREFERRED EQUIPMENT GROUP	$0.00	$0.00
2	LK0	2.5L TURBO DOHC SIDI VVT	$0.00	$0.00
2	MF8	8SPD AUTO TRANS	$0.00	$0.00
2	ABE	7PASSENGER SEATING 2-2-3 CONFIGURATION	$0.00	$0.00
2	QO5	225/65R18 ALL SEASON TIRES	$0.00	$0.00
2	SGE	18" GRAZEN METALLIC MACHINED FACE ALUMINUM WHEELS	$0.00	$0.00
2	VKE	FRONT TAG BRACKET	$0.00	$0.00
2	CLR	EXTERIOR COLOR OPTIONS:	$0.00	$0.00
		GAZ- Summit White		
		GB8- Mosaic Black Metallic		
		GXD- Sterling Gray Metallic		
		GXP- Lakeshore Blue Metallic		
2	HQB	INTERIOR : CLOTH LT JET BLACK	$0.00	$0.00
4	FOB	2 EXTRA FOBS PER UNIT	$325.00	$1,300.00

Accepted By: _____

SUB-TOTAL	$84,002.00
TAG/TAXES	$0.00
TOTAL DUE	**$84,002.00**

Terms:
THIS QUOTE DOES NOT GUARANTEE THE FACTORY WILL BUILD THE VEHICLE.
1) TAG & TAXES ARE NOT INCLUDED UNLESS ITEMIZED ON QUOTE

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
62533	11/18/2025

Bill To:
Broken Arrow, City of - OK
Broken Arrow, City of
Accounts Payable
P.O. Box 610
Broken Arrow, OK 74013

Ship To:
Broken Arrow, City of - OK
Broken Arrow, City of
BRANDON TENER
1700 West Detriot
Broken Arrow, OK 74012

Customer: Broken Arrow, City of - OK

Contact: Broken Arrow, City of
PO Number: TRAVERSE

Sales Rep	Carrier	Date Scheduled
Kevin	Best Way	10/15/2025

Item #	Number	Description	Unit Price	Qty Ordered	Total Price
1	W-AVC23RBC	DUAL AVENGER II TRIO R/B/W	$346.92	4.00 ea	$ 1,387.68
2	W-HHS3200	SIREN AMP W/ HAND-HELD CONTROL	$442.50	2.00 ea	$ 885.00
3	W-XONR	ION LIGHT RED W/SMOKE LENS	$112.10	4.00 ea	$ 448.40
4	W-XONB	ION LIGHT BLUE W/ SMOKE LENS	$112.10	4.00 ea	$ 448.40
5	W-TAD8RRRRBBBB	8-LT DOMINATOR T/A	$514.48	2.00 ea	$ 1,028.96
6	W-DBKT4	DOMINATOR ANGLE MOUNT BRACKET	$19.47	2.00 ea	$ 38.94
7	W-I2J	DUO LINEAR ION RED/BLUE BLK	$121.54	8.00 ea	$ 972.32
8	W-IONK1B	SWIVEL MOUNT KIT FOR ION BLK	$26.55	8.00 ea	$ 212.40
9	W-SA315U	SA315U SPEAKER, BLACK PLASTIC NYLON COMPOSITE	$234.08	2.00 ea	$ 468.16
10	W-SAK1	Heavy-Duty Universal "L" Mounting Bracket - SA315P	$10.00	2.00 ea	$ 20.00
11	S-PK0123TRV242ND	#12VS 2ND EXPANDED METAL PARTITION 24-25 TRAVERSE	$440.91	2.00 ea	$ 881.82
12	S-PK1126TRV24	#10 XL C COATED POLY PARTITION TRAVERSE 24	$792.81	2.00 ea	$ 1,585.62
13	Shipping and Handling	Shipping and Handling	$539.00	1.00 ea	$ 539.00
14	H-PKG-PSM-3002	Premium Pedestal Mount Package For 2018-2023 Chevrolet Traverse	$640.32	2.00 ea	$ 1,280.64
15	H-DS-DELL-432N	Docking Station for Dell Pro Rugged 14 & 13, 5430, 7330, 5420, 5424, & 7424 Notebooks with Advanced Port Replication & Havis Power Supply	$983.25	2.00 ea	$ 1,966.50

Estimate

911 Custom
15665 S Keeler St
Olathe, KS 66062
Phone: 913-390-8540
Email: sales@911custom.com

Order #	Date
62533	11/18/2025

Subtotal:	**$12,163.84**
Sales Tax:	**$0.00**
Total:	**$12,163.84**
Paid:	**$0.00**
Balance Due:	**$12,163.84**

All orders are subject to restocking fees.

Estimates are good for 45 days.

Credit card payments are subject to a 3% processing fee.

Approval:_____ Date:_____

November 18, 2025 11:25:49 AM CST

Fund 349 - Opioid Settlement Fund
Budget Amendment #10
Fiscal Year 2026
12/2/2025

Estimated Revenue, Fund Balance or Transfers in

Account Number	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
349-353050	Fund Balance	$ 1,636,514	$ (115,000)	$ 1,521,514
		$ 1,636,514	**$ (115,000)**	**$ 1,521,514**

Appropriations

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
3491700-570020	2630410	2 Chevy Traverse	$ -	$ 115,000	$ 115,000
			$ -	**$ 115,000**	**$ 115,000**

Explaination

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 # 10 appropriates a portion of fund balance of the Opioid Settlement Fund for purchase of two vehicles for the Crisis Response Team (CRT).

Approved by the City Council
Tuesday, December 2, 2025

Mayor, Debra Wimpee

Attest by City Clerk

Curtis Green

City of Broken Arrow

Request for Action

File #: 25-1664, **Version:** 1

Broken Arrow City Council
Meeting of: 12-2-2025

Title:

Approval of and authorization to purchase structural firefighting coats and pants from NAFECO pursuant to Sourcewell Contract 010424-LIO, and firefighting boots and helmets from Casco Industries Inc., pursuant to the Oklahoma State Purchasing Contract SW 0241

Background:
The Fire Department budgeted $160,000 in the Fiscal Year 2026 Sales Tax Capital Improvement budget for the purpose of purchasing structural firefighting personal protective gear. The Fire Department needs to replace turnout gear for personnel which has reached the end of its usable service life and/or is unrepairable.

Cost: $130,007

Funding Source: Sales Tax Capital Improvement

Fund 330

Requested By: Jeremy Moore, Fire Chief

Approved By: City Manager's Office

Attachments: NAFECO_Bunker Gear Quote_20NOV2025
CASCO_Bunker Gear Quote_20NOV2025

Recommendation:

Approve and authorize the purchase of structural firefighting coats and pants from NAFECO pursuant to Sourcewell Contract 010424-LIO, and firefighting boots and helmets from Casco Industries Inc., pursuant to the Oklahoma State Purchasing Contract SW 0241

607 W. 62nd Street (318) 865-5107 P.O. Box 8007

Casco INDUSTRIES, INC.

HEADQUARTERS: SHREVEPORT, LA 71148-8007 *SERVING OKLAHOMA AND KANSAS*

SOLD TO: **ACCOUNT # 11888** **City of Broken Arrow** **P.O. Box 610** **Broken Arrow, OK. 74013** ATTN: Rob Holt PHONE: 918-259-8361 EMAIL: rholt@brokenarrowok.gov	SHIP TO: **Broken Arrow Fire Department** **Purchasing Warehouse 1700 West Detroit** **Broken Arrow, OK. 74012** ATTN: S.Supry PHONE: 918-259-8361 EMAIL: ssupry@brokenarrowok.gov

CREDIT CARD:		CUST PO NUMBER		SALES REP	SALES REP REF #
NAME/EXP DATE				173	2176
NUMBER/CODE/ZIP		TERMS	FREIGHT	DATE	FORM TYPE
TRANSACTION ID#		30	ADD	11/19/2025	QUOTE

ITEM	LOC	DESCRIPTION	QTY	SHIPPED	PRICE	AMOUNT
1		Globe 14" Supreme Leather Structural Boots.	27		$ 510.00	$ 13,770.00
		#GLO-1201400			$ -	$ -
2		Cairns 1836 Helmet, Black.	13		$ 479.00	$ 6,227.00
		#CRN-A-1836-BBC0BBEBBA0			$ -	$ -
		Exhibit 4 – Structural Firefighter's Equipment			$ -	$ -
		Line Item: #14			$ -	$ -
		Item ID #: 1000031786/ Category Code #: 46191600			$ -	$ -
					$ -	$ -
					$ -	$ -
		PLUS SHIPPING			$ -	$ -
					$ -	$ -
					$ -	$ -

North America Fire Equip. Inc.
D.B.A. NAFECO
P.O. Box 2928
Decatur, AL 35602-2928
(800) 628-6233

Quotation

Q8325073087542

Date: 2025-07-30
Expires: 2025-11-30
FOB: Origin

Customer Number: BRO020
Customer Information: CITY OF BROKEN ARROW,OK
Address: 1700 W. DETROIT
PH: 918-259-8360
BROKEN ARROW, OK 74012

Attention: Bryan Myrick
Phone: 918-259-8353
Email: bmyrick@brokenarrowok.gov
Prepared By: Tyler Lee

Qty	Item #	Description	Each	Total
30	CVFM	Lion V-Force Structure coat AP Gold C4 PSGQ31026-A Includes yoke lettering and name patch	$2,425.00	$72,750.00
23	PVFM	Lion V-Force Structure Belted Pant AP Gold C4 PSGQ31026-A Includes suspenders and belt	$1,620.00	$37,260.00
			Subtotal	**$110,010.00**
			Freight	**TBD**
			Total	**$110,010.00**

tax & freight to be determined

Notes: Sourcewell Contract #010424-LIO

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: nafeco.com

Mailing: P.O. Box 2928, Physical: 2601 Beltline Road Decatur, AL 35602-2928, (800) 628-6233

City of Broken Arrow

Request for Action

File #: 25-1655, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

Title:
Approval of and authorization to execute the purchase of Ninja Enterprise Pro the RMM (Remote Management and Monitoring) tool set for one year through SHI

Background:
This is part of our ongoing effort to increase the capability and efficiency of the IT department. We currently use RMM (Remote Management and Monitoring) as our remote PC and Server administration, remote management, patch deployment, and security management for all PC endpoints in the city network.

SHI is an approved vendor on the Oklahoma state contract and authorized for services under City ordinance per Section 2-27 of the Broken Arrow Code allowing exceptions to the established competitive bidding process.

Contract Name: OMNIA Partners IT Solutions, Products & Services

Contract #: 2024056-02

Cost: $20,240.00

Funding Source: **1101200 540550**

Requested By: Scott Carr, IT Director

Approved By: City Manager's Office

Attachments: Attached quotes

Recommendation:
Approval and authorization to execute the renewal of Ninja Enterprise Pro renewal the RMM (Remote Management and Monitoring) tool set for one year through SHI

Pricing Proposal
Quotation #: 26868717
Created On: 11/14/2025
Valid Until: 12/19/2025

OK-City of Broken Arrow

Phil Morris
OK
United States
Phone: 918-259-2400 ext.6565
Fax:
Email: pmorris@brokenarrowok.gov

Inside Account Manager

Will Hughes
290 Davidson Ave
Somerset, NJ, 08873
Phone: 732-507-1361
Fax:
Email: Will_Hughes@SHI.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Ninja Enterprise Pro NinjaOne - Part#: NEAR Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 **Note:** 12 Months	1000	$20.24	$20,240.00
			Total	$20,240.00

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

City of Broken Arrow

Request for Action

File #: 25-1645, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

Title:
Approval of and authorization to purchase police department practice and duty ammunition from Precision Delta, pursuant to the Oklahoma Statewide Contract

Background:
The State of Oklahoma currently has vendors with competitive bids for ammunition. Precision Delta had the lowest price for the practice ammunition meeting the required specifications. The purchase will include 9mm practice ammunition, 9mm duty ammunition, practice ammunition for rifles, and duty ammunition for rifles. Precision Delta also has a delivery time of 120 days. Precision Delta is the most advantageous bid on state contract for practice ammunition. Shipping costs are included in the ammunition purchase price.

Section 2-27 of the Broken Arrow Code addresses exemptions from full competitive bidding for supplies, materials, and equipment. It provides that formal bidding is not required when these items can be purchased at a price not exceeding that set by the state purchasing agency. All equipment on the State Contract has been competitively bid and purchased by the City is authorized by State Law.

The police department has purchased items from Precision Delta in the past and has found them to be a reliable source.

Funds have been appropriated and are available in the Police Department's Operational Budget for the purchase of ammunition. The Police Department recommends the State bid from Precision Delta for the purchase of ammunition.

Cost: $167,920.39

Funding Source: Public Safety Sales Tax Fund 344-Operational Budget Line Item, FY26

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: Precision Delta State Contract and Contract Price list SW0220, Precision Delta order quote sheet.

Recommendation:
Approve and authorize the purchase of practice ammunition from Precision Delta, pursuant to the Oklahoma Statewide Contract

PRECISION DELTA CORPORATION

205 W Floyce St
PO Box 128
Ruleville, MS 38771

QUOTE

Date	Quote #
11/13/2025	206347

Name / Address	Ship To
City of Broken Arrow Accounts Payable PO Box 610 Broken Arrow, OK 74013-0610	City of Broken Arrow Police PURCHASING WAREHOUSE 1700 W DETROIT BROKEN ARROW, OK 74012

Rep
GMS

Item	Manufacture	Description	Qty	Rate	Total
RA9B1 - DS	Winchester	9MM 147gr. Ranger ONE Bonded JHP 500 rds/case Drop Shipped from Winchester	50	301.36	15,068.00
USA9MM1 - DS	Winchester	9 MM 147 gr. Truncated FMJ 500 rd/case Drop Ship from Winchester	175	153.15	26,801.25
RA556M-DS-1,000	Winchester	5.56mm 77gr Match HPBT 1000 rds/case Dropshipped from Winchester	8	1,005.98	8,047.84
RA556B - DS	Winchester	5.56 mm Ranger 64gr Bonded Solid Base 1,000 RDS per Case Drop Ship from Winchester	35	1,279.34	44,776.90
USA223R3 - DS	Winchester	223 Remington 62 grain FMJ 1000 rds/case Drop Ship from Winchester	120	610.22	73,226.40

Total $167,920.39

Phone #	Fax #
662-756-2810	662-756-2590

PRECISION DELTA™
Your Partners In Performance.

Phone 662-756-2810 * PO Box 128 * Ruleville, MS 38771 * www.precisiondelta.com

Winchester Law Enforcement Distributor

2025-2026 State of OKLAHOMA

LE Dept. Ammunition Contract

State Contract Number SW0220 **Expires Sept. 26, 2026**

Winchester Ammunition

WINCHESTER HANDGUN - RANGER® T-SERIES™ & BONDED

				rds / bx	rds / cs	Case Price
RA380T	380 AUTO	95 gr.	JHP T-Series	50	500	$ 217.06
RA38B	38 SPL+P	130 gr.	JHP Bonded	50	500	$ 273.16
RA9BA	9MM+P	124 gr.	JHP Bonded	50	500	$ 256.17
RA9B	9MM	147 gr.	JHP Bonded	50	500	$ 256.17
DUTY RA9B1	9MM	147 gr.	JHP Bonded ONE	50	500	$ 301.36
RA9T	9MM	147 gr.	JHP T-Series	50	500	$ 194.21
RA9115HP+	9MM +P+	115 gr.	JHP	50	500	$ 173.40
RA9124TP	9MM+P	124 gr.	JHP T-Series	50	500	$ 196.46
RA9TA	9MM+P+	127 gr.	JHP T-Series	50	500	$ 197.52
RA357SB	357 Sig	125 gr.	JHP Bonded	50	500	$ 347.46
RA357SIGT	357 Sig	125 gr.	JHP T-Series	50	500	$ 292.74
RA40BA	40 S&W	165 gr.	JHP Bonded	50	500	$ 282.08
RA40B	40 S&W	180 gr.	JHP Bonded	50	500	$ 282.08
RA40B1	40 S&W	180 gr.	JHP Bonded ONE	50	500	$ 347.97
RA40TA	40 S&W	165 gr.	JHP T-Series	50	500	$ 223.13
RA40T	40 S&W	180 gr.	JHP T-Series	50	500	$ 223.43
RA45GB	45 GAP	230 gr.	JHP Bonded	50	500	$ 382.86
RA45B	45 AUTO	230 gr.	JHP Bonded	50	500	$ 330.74
RA45B1	45 AUTO	230 gr.	JHP Bonded ONE	50	500	$ 399.53
RA45T	45 AUTO	230 gr.	JHP T-Series	50	500	$ 249.49
RA45TP	45 AUTO +P	230 gr.	JHP T-Series	50	500	$ 258.62

WINCHESTER HANDGUN - RANGER FRANGIBLE

				rds / bx	rds / cs	Case Price
RA9SF	9MM +P	100 gr.	Frangible SF Lead Free	50	500	$ 265.61
RA9SF1	9MM +P	90 gr.	Frangible SF Lead Free	50	500	$ 253.16
RA357SSF	357 SIG	100 gr.	Frangible SF Lead Free	50	500	$ 378.62
RA40SF	40 S&W	135 gr.	Frangible SF Lead Free	50	500	$ 357.00
RA45SF	45 AUTO +P	175 gr.	Frangible SF Lead Free	50	500	$ 427.64
RA45GSF	45 GAP Auto	175 gr.	Frangible SF Lead Free	50	500	$ 498.53

WINCHESTER HANDGUN - SUPER-X® & DEFENDER®

				rds / bx	rds / cs	Case Price
W32AST	32 AUTO	60 gr.	Silvertip Hollow Point	50	500	$ 262.45
S380PDB	380 AUTO	95 gr.	PDX1 Defender® Bonded	20	200	$ 167.99
X38S7PH	38 SPL+P	125 gr.	JHP	50	500	$ 216.50
USA38AJHP	38 SuperAuto	125 gr.	STHP	50	500	$ 270.50
X3576P	357 MAG	125 gr.	JHP	50	500	$ 262.04
X3574P	357 MAG	158 gr.	JHP	50	500	$ 262.04
X3575P	357 MAG	158 gr.	JSP	50	500	$ 262.04
S10MMPDB	10MM	180 gr.	Bonded Defender	20	200	$ 147.59
W10MMST	10MM	185 gr.	STHP	20	200	$ 124.75
W44MST	44 REM MAG	210 gr.	STHP	20	200	$ 164.27
W45CST	45 COLT	225 gr.	STHP	20	200	$ 157.28

WINCHESTER HANDGUN - TRAINING

				rds / bx	rds / cs	Case Price
Q4203	25 AUTO	50 gr.	FMJ	50	500	$ 199.10
Q4255	32 AUTO	71 gr	FMJ	50	500	$ 208.90
Q4206	380 AUTO	95 gr.	FMJ	50	500	$ 137.14
WC3801	380 AUTO	95 gr.	BEB - WinClean®	50	500	$ 152.64
WC381	38 SPL	125 gr.	BEB - JSP - WinClean	50	500	$ 174.47
Q4171	38 SPL	130 gr.	FMJ	50	500	$ 168.35
X38SMRP	38 SPL	148 gr.	LWC	50	500	$ 227.87
Q4196	38 SPL	150 gr.	LRN	50	500	$ 213.18
X38WCPSV	38 SPL	158 gr.	LSWC	50	500	$ 212.82
X38S1P	38 SPL	158 gr.	LRN	50	500	$ 212.57
USA38JHP	38 SPL+P	125 gr.	JHP	50	500	$ 203.59
X38SPD	38 SPL +P	158 gr.	LHP-SWC	50	500	$ 224.09
W9MMLF	9MM	90 gr.	Zinc FMJ SuperClean NT® LF	50	500	$ 188.90
Q4172	9MM	115 gr.	FMJ	50	500	$ 138.16
USA9MMVP	9MM	115 gr.	FMJ	100	1000	$ 272.03
WC91	9MM	115 gr.	BEB - WinClean	50	500	$ 149.23
USA9JHP	9MM	115 gr.	JHP	50	500	$ 153.00
USA9MM	9MM	124 gr.	FMJ	50	500	$ 140.61
RA9124N	9MM NATO	124 gr.	FMJ	50	500	$ 144.59
WC92	9MM	124 gr.	BEB - WinClean	50	500	$ 152.18
USA9MM1	9MM	147 gr	TCM	50	500	$ 153.15
WC93	9MM	147 gr.	BEB - WinClean	50	500	$ 155.09
USA9JHP2	9MM	147 gr.	JHP	50	500	$ 165.14
Q4205	38 Super Auto	130 gr.	FMJ	50	500	$ 213.44
Q4309	357 SIG	125 gr.	FMJ - FN	50	500	$ 257.35
WC357SIG	357 SIG	125 gr.	BEB - WinClean	50	500	$ 224.20
USA357SJHP	357 SIG	125 gr.	JHP	50	500	$ 263.31
Q4304	9X23MM Win	124 gr.	Jacketed Flat Pt	50	500	$ 235.16
WC3571	357 MAG	125 gr.	BEB - JSP - WinClean	50	500	$ 242.40
Q4204	357 MAG	110 gr.	JHP	50	500	$ 230.21

Practice

Handgun Training continued on next page

Handgun - Training (continued)

				rds / bx	rds / cs	Case Price
W40SWLF	40 S&W	120 gr.	Zinc FMJ SuperClean NT® LF	50	500	$ 212.31
USA40SW	40 S&W	165 gr.	FMJ	50	500	$ 155.19
WC401	40 S&W	165 gr.	BEB - WinClean	50	500	$ 179.42
Q4238	40 S&W	180 gr.	FMJ	50	500	$ 162.18
WC402	40 S&W	180 gr.	BEB - WinClean	50	500	$ 179.47
USA40JHP	40 S&W	180 gr.	JHP	50	500	$ 186.56
USA10MM	10MM	180 gr.	FMJ	50	500	$ 250.31
Q4240	44 REM MAG	240 gr.	JSP	50	500	$ 347.51
W45LF	45 AUTO	160 gr.	Zinc FMJ SuperClean NT® LF	50	500	$ 235.11
USA45A	45 AUTO	185 gr.	FMJ	50	500	$ 179.62
WC451	45 AUTO	185 gr.	BEB - WinClean	50	500	$ 194.41
Q4170	45 AUTO	230 gr.	FMJ	50	500	$ 186.00
WC452	45 AUTO	230 gr.	BEB - WinClean	50	500	$ 203.59
USA45JHP	45 AUTO	230 gr.	JHP	50	500	$ 209.81
USA45CB	45 COLT	230 gr.	Lead Cowboy Action	50	500	$ 299.12

WINCHESTER RIFLE - DUTY

				rds / bx	rds / cs	Case Price
RA223BSTAY	223 Rem	55 gr.	Ballistic Silvertip	20	1000	$ 989.66
RA223RY	223 Rem	55 gr.	Pointed Soft Point	20	1000	$ 723.18
RA223R2Y	223 Rem	64 gr.	Power Point	20	1000	$ 685.95
RA223MY	223 Rem	69 gr.	Hollow Point Boat Tail	20	1000	$ 930.75
RA223SFY	223 Rem	55 gr.	Frangible SF Lead Free	20	1000	$ 918.51
USA556JF	5.56 mm	50 gr.	Jacketed Frangible-LF	20	1000	$ 774.69
RA556B	5.56 mm	64 gr.	Bonded - Solid Base	20	1000	$ 1,279.34
RA556M	5.56 mm	77 gr.	Hollow Point Boat Tail	20	1000	$ 1,005.98
RA556M855K	5.56 mm	62 gr.	Penetrator - Green Tip	20	1000	$ 622.20
X300BLKDS	300 Blackout	150 gr.	Extreme Point Polymer Tip	20	200	$ 156.52
X300BLKX	300 Blackout	200 gr.	Subsonic Expanding HP	20	200	$ 159.58
SUP300BLK	300 Blackout	200 gr.	Super Suppressed	20	200	$ 154.99
S65CM	6.5 Creedmooor	140 gr.	Hollow Point Boat Tail	20	200	$ 229.40
S65LR	6.5 Creedmooor	142 gr.	Accubond LR	20	200	$ 346.04
X65DS	6.5 Creedmooor	125 gr.	Extreme Point Polymer Tip	20	200	$ 207.01
X76239	7.62 X 39MM Russian	123 gr.	Power Point	20	200	$ 233.53
RA3085	308 Win	150 gr.	Power Point	20	200	$ 196.86
RA308B	308 Win	168 gr.	Bonded	20	200	$ 364.04
X3085	308 Win	150 gr.	Power-Point	20	200	$ 201.30
SBST308	308 Win	150 gr.	Ballistic Silvertip	20	200	$ 281.72
SBST308A	308 Win	168 gr.	Ballistic Silvertip	20	200	$ 281.72
RA308M	308 Win	168 gr.	Hollow Point Boat Tail	20	200	$ 278.97
X308SUBX	308 Win	185 gr.	Subsonic Expanding HP	20	200	$ 187.48
X3501BP	350 Legend	160 gr.	Power Max Bonded	20	200	$ 203.80
SUP350	350 Legend	225 gr.	Super Suppressed	20	200	$ 164.88
X3501	350 Legend	180 gr.	Power Point	20	200	$ 177.89
S338LCT	338 LAPUA	300 gr.	Accubond	20	200	$ 857.87
S338LM	338 LAPUA	250 gr.	Hollow Point Boat Tail	20	200	$ 846.60

SBST-Supreme Ballistic Silver Tip PP - Power Point Knurl SP-Soft Point LF- Lead Free

WINCHESTER RIFLE - TRAINING

				rds / bx	rds / cs	Case Price
USA223R1K	223 Rem	55 gr.	FMJ	20	1000	$ 499.29
W2231000	223 Rem	55 gr.	FMJ Bulk packaged		1000	$ 484.60
USA223R3	223 Rem	62 gr.	FMJ	20	1000	$ 610.22
Q3131K	5.56 mm	55 gr.	FMJ	20	1000	$ 499.04
WM1931000	5.56 mm	55 gr.	FMJ Bulk packaged		1000	$ 484.60
USA300BLK	300 Blackout	125 gr.	Open Tip	20	200	$ 150.81
USA300BLKX	300 Blackout	200 gr.	Open Tip	20	200	$ 153.31
USA65CM	6.5 Creedmoor	125 gr.	Open Tip	20	200	$ 194.06
Q3174	7.62 x 39MM Russian	123gr.	FMJ	20	200	$ 198.85
USA3501	350 Legend	145 gr.	Full Metal Jacket	20	200	$ 140.45
USA3081	308 Win	147 gr.	FMJ - BT	20	200	$ 183.24

WINCHESTER SHOTSHELLS - RANGER & SUPER-X

				rds / bx	rds / cs	Case Price
RA1200SF	12 GA	2 3/4"	00 Buck Frangible - Lead Free	25	250	$ 438.55
RA1200	12 GA	2 3/4"	9 Pellet 00 Buck - Low Recoil	25	250	$ 189.41
RA12005	12 GA	2 3/4"	9 Pellet 00 Buck - Low Recoil	5	250	$ 178.50
RA1200HD	12 GA	2 3/4"	9 Pellet 00 Buck	25	250	$ 202.22
XB1200	12 GA	2 3/4"	9 Pellet 00 Buck	5	250	$ 182.58
XB121	12 GA	2 3/4"	16 Pellet 1 Buck	5	250	$ 260.36
RA12008	12 GA	2 3/4"	8 Pellet 00 Buck - Low Recoil	25	250	$ 189.41
RA120085	12 GA	2 3/4"	8 Pellet 00 Buck - Low Recoil	5	250	$ 178.50
RA12RSSF	12 GA	2 3/4"	Frangible Slug - Lead Free	25	250	$ 548.91
RA12RS15	12 GA	2 3/4"	1 oz. Rifled Slug - Low Recoil	5	250	$ 198.14
RA12RS15S	12 GA	2 3/4"	1 oz. Segmenting Slug	5	250	$ 211.65
X12RS15	12 GA	2 3/4"	1 oz. Rifled Slug	5	250	$ 193.04

WINCHESTER SHOTSHELLS - TRAINING

				rds / bx	rds / cs	Case Price
AAM12 *	12 GA	2 3/4"	3 dr 1 1/8oz # 7 1/2 or 8 shot - Heavy	25	250	$ 121.99
AA12*	12 GA	2 3/4"	2 3/4 dr 1 1/8oz # 7 1/2 or 8 shot-Light	25	250	$ 121.99
AAL12*	12 GA	2 3/4"	2 3/4 dr 1 oz # 7 1/2 or 8 shot Xtra-Lite™	25	250	$ 117.30
AA12FL8	12 GA	2 3/4"	2 3/4 dr 1 1/8oz # 8 shot - Low Recoil	25	250	$ 120.26
TRGT12M*	12 GA	2 3/4"	3 dr 1 1/8oz # 7 1/2, 8	25	250	$ 99.50
TRGT12*	12 GA	2 3/4"	2 3/4 dr 1 1/8oz # 7 1/2,8	25	250	$ 99.50
XU12 *	12 GA	2 3/4"	3 1/4 dr 1oz # 6, 7 1/2,or 8 shot	25	250	$ 97.77
XU12H*	12 GA	2 3/4"	3 1/4 dr 1 1/8oz # 4,6,7 1/2,or 8 shot Heavy	25	250	$ 101.04
AAH208	20 GA	2 3/4"	2 3/4 dr 1 oz # 8 shot - Heavy	25	250	$ 115.52
AA208	20 GA	2 3/4"	2 1/2 dr 1 oz # 8 shot	25	250	$ 111.44

** note shot size when ordering*

WINCHESTER RIMFIRE - 22 Caliber

			rds / bx	rds / cs	Case Price
X22LRPP	22 Long Rifle	40 gr. Power-Point	50	5000	$ 397.80
S22LRT	22 Long Rifle	40 gr. Blk Plated LRN-Bulk	1000	2000	$ 138.81
22LR555HP	22 Long Rifle	36 gr. Copper Plated HP-Bulk	555	5550	$ 363.94

PRICES SUBJECT TO CHANGE WITHOUT NOTICE

CONTRACT

OKLAHOMA **State of Oklahoma**

Dispatch via Print

Contract ID			Page
00000000000000000000006266			1 of 1
Contract Dates	**Currency**	**Rate Type**	**Rate Date**
09/27/2021 to 09/26/2024	USD	CRRNT	PO Date
Description:		**Contract Maximum**	
SW0220-Ammo,Firearm,LE Supply		0.00	

Allow Open Item Reference

TYPE: STATEWIDE

Supplier 0000055310
PRECISION DELTA CORPORATION
PO BOX 128
RULEVILLE MS 38771-0128
USA

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Minimum Order Amt	Maximum / Open Qty	Maximum / Open Amt
1	46101600 / Ammunition WINCHESTER AMMUNITION . 49% DISCOUNT	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing 1.00000	EA		0002		

COMMENTS:

Contract Period: 09/26/2023 - 09/25/2024
Agreement Period: 09/26/2021 - 09/25/2026

VENDOR CONTACT:
GINGER STILLONS
662-756-2810X 1002
PRECDELTA@TECINFO.NET

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

Robert Goad

PS 6266

Final Audit Report 2023-06-07

Created:	2023-06-05
By:	Ty Welch (ty.welch@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAM29GLwpGnvTQJ4-REX3Lj6XKiBBNB-6D

"PS 6266" History

Document created by Ty Welch (ty.welch@omes.ok.gov)
2023-06-05 - 9:23:38 PM GMT- IP address: 165.225.216.95

Document emailed to ROBERT GOAD (robert.goad@omes.ok.gov) for signature
2023-06-05 - 9:23:48 PM GMT

Document e-signed by ROBERT GOAD (robert.goad@omes.ok.gov)
Signature Date: 2023-06-07 - 2:54:04 PM GMT - Time Source: server- IP address: 165.225.36.115

Agreement completed.
2023-06-07 - 2:54:04 PM GMT

Adobe Acrobat Sign

City of Broken Arrow

Request for Action

File #: 25-1654, **Version:** 1

Broken Arrow City Council
Meeting of: 12/02/2025

Title:
Approval of and authorization to purchase the renewal of annual Cisco support subscriptions through Presidio for one year pursuant to the Oklahoma Statewide Purchasing Contract

Background:
The City of Broken Arrow uses Cisco equipment for phone and networking which is maintained with annual subscriptions. The Cisco Smartnet service provides professional services support for support, maintenance, troubleshooting, and advanced hardware replacement services.

Presidio is an approved vendor on the Oklahoma state contract and authorized for services under City ordinance per Section 2-27 of the Broken Arrow Code allowing exceptions to the established competitive bidding process. This is per contract Oklahoma NASPO ValuePoint Cisco AR3227 OK#SW1006C.

Cost: $17,698.35

Funding Source: IT Department 1101200-540550

Requested By: Scott Carr, Information Technology Director

Approved By: City Manager's Office

Attachments: Attached Quote

Recommendation:
Approve and authorize to renew annual Cisco support subscriptions through Presidio for one year, pursuant to the Oklahoma Statewide Purchasing Contract

PRESIDIO

QUOTE: 2003025002843-02

DATE: 11/18/2025

TO:

City of Broken Arrow
Phil Morris
City Hall 220 S First Street
Broken Arrow, OK 74012

phil.moris@cityofba.com
(p) 9183454487

FROM:

Presidio Networked Solutions Group, LLC
Rick Howard
5800 Meadows Road
Suite 150
Lake Oswego, OR 97035

rhoward@presidio.com
(p) +1.503.594.0364

Customer#: CITYB032
Account Manager: Rick Howard
Inside Sales Rep: Rick Howard
Title: City of Broken Arrow Smartnet Renewal 2025

Contract Vehicle: *Open Market

#	Part #	Description	Unit Price	Qty	Ext Price
1	CON-SMARTNET RENEWAL	CON-SMARTNET RENEWAL	$17,698.35	1 for 12 mo(s)	$17,698.35

Comments: ***Please see excel spreadsheet for itemized list***

Sub Total:	**$17,698.35**
Grand Total:	**$17,698.35**

Presidio Terms of Sale
Subject to these terms, quotations are valid for 30 days unless otherwise agreed by Presidio. Payment is due within 30 days from date of invoice unless otherwise agreed by the parties. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. Supply is subject to availability.
Acceptance of Third-Party Terms
Third-party cloud services, software, support and maintenance provided or resold by Presidio may be subject to additional third-party license and use terms. These terms may be included in a direct end user license agreement between you and the applicable OEM/developer/provider (each, a "Supplier") or they may be located at https://www.presidio.com/supplier-terms and incorporated herein by reference. By virtue of executing a purchase based on this quotation Client agrees to comply with and be bound by any such Supplier terms, except as prohibited by applicable law.
Master Agreements
If Presidio and Client have entered into a "Master" agreement ("Master") or similar contract covering the purchase(s) of goods and/or 3rd-party or Presidio-provided services, it is the agreement of the parties that the Master shall govern in the event of a conflict between the Master and the terms contained herein unless specifically modified by the parties for a specific quote.
Pricing
• Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax-exempt certificate is provided.
• The price quoted reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
• Prices exclude freight, handling or insurance (unless itemized in the quote).
• Presidio reserves the right to update any existing customer quote to reflect updated pricing in the event any Presidio vendors change the price that Presidio must pay for any software, goods or services resold, whether due to new taxes, tariffs or for any other governmentally imposed reason.
Invoicing
• CLIENT is invoiced for hardware ("Goods") upon shipment from the manufacturer ("OEM") and shall accept and pay for partial shipments. Software is invoiced the earlier of shipment of media or when download capability is provided. OEM subscription services are invoiced per the Service Provider terms. OEM – provided services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.
• Usage-Based Services Terms and Conditions. Presidio shall invoice CLIENT monthly for Usage-Based Services purchased by CLIENT, Notwithstanding the amounts included on the applicable purchase order, invoicing for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the preceding month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.

• Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's late or non-payment.
Freight, Handling, Shipping
• CLIENT will be invoiced for Presidio's and/or the OEM's freight charges for shipment of goods.
• Title/Risk of loss passes to CLIENT Freight on Board (FOB) - Origin unless otherwise agreed to in writing by Presidio. Orders shipped from OEM to Presidio or a third-party site at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT.
• Presidio accepts no responsibility / liability in connection with the shipment.
• Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees. Client may be asked to execute a Presidio "Warehousing Agreement". CLIENT must provide primary insurance coverage for CLIENT equipment held in a Presidio warehouse.
Warranty and Limitation of Liability
• PRODUCT IS WARRANTED BY THE MANUFACTURER, NOT BY PRESIDIO. PLEASE CONSULT MANUFACTURER FOR WARRANTY TERMS. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.
Return Policy
• CLIENTS return rights are subject to the return policies of the applicable OEM which may include the imposition of fees.
Cancellation Policy
• CLIENT's cancellation of purchase orders is subject to the cancellation policies of the applicable OEM which may include the imposition of fees.
Leases
• In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.
Software terms
• Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use of Software..

• Delivery of software licenses may be accomplished electronically from the software developer.
• Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically.

Term and Termination of Orders: Subscription and/or Usage-Based Services, Enterprise Agreements and Multi-Year Orders

• The "Initial Term" of an order for Usage-Based Services and/or and Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and continues for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the Renewal Term.
• Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

• For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

Confidential Information

• CLIENT agrees that any quote provided by Presidio is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose.

Export Law Compliance

• CLIENT has been advised that any hardware or software provided to CLIENT via a Presidio quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

• Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

City of Broken Arrow

Request for Action

File #: 25-1686, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

Title:
Approval of and authorization to purchase one (1) Ford F-650 extended cab Service Truck from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department

Background:
Funds have been approved for the purchase of one (1) new 2 ton service truck for the Water Distribution Division of the Utilities Department. This vehicle will be utilized to service infrastructure assets for the City of Broken Arrow's Water Distribution Division of the Utilities Department. This acquisition is identified under Project Number 2654020 in the Vehicle Replacement Fund 329 Portion of the FY2026 budget with $127,000 allocated for the purchase of a 2-ton work truck.

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

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

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

Following a review of available options, staff recommends approval to purchase one (1) F-650 Extended cab service truck from Vance Country Ford in the amount of $125,924.00 through State Contract SW0035.

Cost: $125,924.00

Funding Source: 2654042-3295400-570200

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: 5400 Service Truck, SW0035 Fully Executed Vance Country Ford contract

Recommendation:
Approve and authorize the purchase one (1) Ford F-650 extend cab Service Truck from Vance Country Ford pursuant to the Oklahoma State purchasing contract SW0035 for the Utilities Department

VANCE COUNTRY FORD

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

QUOTE

DATE	11/21/2025
QUOTE NUMBER	000Q18412
EXPIRATION DATE	
SHIP VIA	Factory Order
TERMS	SW0035 - STATE CONTRACT

SOLD TO:
City of Broken Arrow

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

SHIP TO:
City of Broken Arrow
Grant Rissler
PO Box 610
1700 W. Detroit St
Broken Arrow, OK 74012
918-407-8449

Any Questions? Call 405-282-3800
Colt Weatherby

colt@vancefleet.com

Qty	OPTION	Description	Unit Price	Ext. Price
	SW0035	**OKLAHOMA STATE CONTRACT**		
1	W5G	2026 Ford Super Duty F-550 DRW XL Extended Cab	$56,493.00	$56,493.00
1	W6D	2027 Ford F-650 Extended Cab Upgrade Package (5% OFF MSRP DIFFERENCE $20,385) * GVWR: 26,000# CDL NOT REQUIRED * 4X4 NOT AVAILABLE ON F-650/F-750	$18,778.00	$18,778.00
1	84CA	84" Cab to Axle	$0.00	$0.00
1	99C	Engine: 6.7L Power Stroke V8 Turbo Diesel - 270 HP @ 2400 RPM Torque: 800 ft.lbs. @ 1500 rpm.	$0.00	$0.00
1	41H	Engine Block Heater	$0.00	$0.00
1	44D	Transmission: Ford TorqShift HD 10-Speed Automatic - with PTO Provision	$0.00	$0.00
1	67H	Hydraulic Brake System - Bosch HydroMax w/Traction Control	$0.00	$0.00
1	600A	XL Trim	$0.00	$0.00
1	X4L	4.88 Axle Ratio	$395.00	$395.00
1	643/T2A	Wheels, Front 22.5" x 8.25" White Powder Coated Steel, 10-Hole Tires, Front Two 11R22.5H Goodyear Fuel Max RSA (497 rev/mile)	$0.00	$0.00
1	663/R2A	Wheels, Rear 22.5" x 8.25" White Powder Coated Steel, 10-Hole Tires, Rear Four 11R22.5H Goodyear Fuel Max RSA (497 rev/mile)	$0.00	$0.00
1	164	Roof Marker/Clearance Lights - Clear Lenses, 5 Lights (Replaces Standard Amber Lenses)	$0.00	$0.00
1	962	Daytime Running Lamps (Not Configurable)	$0.00	$0.00
1	Z1	EXTERIOR: Oxford White	$0.00	$0.00
1	88L	30/70 Air Ride Driver (Integral Air Pump) & Fixed 2-Passenger Bench - Gray Vinyl	$0.00	$0.00
1	STDBAT	Battery - Two 750 CCA, 1500 Total, Includes Steel Battery Box	$0.00	$0.00
1	STDALT	Extra Heavy Duty Alternator - 12-Volt, 200 Amp Denso SC5	$0.00	$0.00
1	61M	Rear View Camera w/Mirror Display (5% OFF MSRP $690)	$655.00	$655.00
		VEHICLE SubTotal		**$76,321.00**
1		- Knapheide 6133H Line Service Body: 133” long body with 58” floor, 3 vertical and 1 horizontal door per side, 14 gauge body, compartments are 50” high and 18” deep, standard shelving package, slam tailgate, rotary style paddle latches, LED surface mounted S/T/T and marker lights,	$49,603.00	$49,603.00

Accepted By: _____

Terms:

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

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

SUB-TOTAL	$125,924.00
	$0.00
TOTAL DUE	**$125,924.0**

Qty	OPTION	Description	Unit Price	Ext. Price
		mud flaps, exterior painted single stage white - Treadplate overlay on compartment tops - Masterlocking system - Torsion floor - Class V hitch - Sliding shelf in curbside rear compartment - 6-drawer C-Tech unit in SS and CS front verticals - LED compartment lighting throughout - (2) LED work lights at rear of body - (2) LED work lights at front of body - 3000 watt inverter - Parts bin in SS horizontal - Tool Circuit: Engine belt driven clutch pump; 7gpm, 3,000psi capacity; ½”x 50’ twin hydraulic hose reel		

Accepted By: _____

Terms:

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

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

SUB-TOTAL	$125,924.00
	$0.00
TOTAL DUE	**$125,924.0**

OKLAHOMA
Office of Management
& Enterprise Services

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

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

Purpose

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

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

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.

2. The following Contract Documents are attached hereto and incorporated herein:

   2.1. Solicitation, Attachment A
   2.1.A. Exhibit 1
   2.2. General Terms, Attachment B;
   2.3. Statewide Specific Terms Attachment C;
   2.4. Intentionally Omitted, Attachment D;
   2.5. Bid Portion, Attachment E and
   2.6. Intentionally Omitted, Attachment F.

3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

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

By: Dan Sivard

Name: Dan Sivard

Title: State Purchasing Director

Date: 02/03/2021

COUNTRY FORD-MERCURY, INC.

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

Name: CAMERON COLTER

Title: FLEET MANAGER

Date: 02/03/2021

ATTACHMENT A

SOLICITATION NO. 0900000469

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

Purpose

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

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

1. Contract Term and Renewal Options

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

2. Contract Specifications

Contract specifications are set forth below as Exhibit 1.

EXHIBIT 1

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

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

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

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

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

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

E. Some repair parts may be required to be original equipment manufactured repair parts. Supplier must carry a complete line of OEM parts for all models of vehicles available under this Contract.

F. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

6. Ordering

A. No minimum orders are required under this Contract.

B. All options, accessories, or attachments on an ordered vehicle shall include all standard items normally furnished by the manufacturer/dealer for the basic vehicle being purchased.

C. The Supplier shall furnish any required Safety Data Sheets or a composite concentration list with the product invoice.

D. Purchase cards will not be an acceptable form of payment under this Contract.

7. Delivery

A. Delivery of vehicles is to be made within 120 calendar days after receipt of order unless other arrangements are made between the customer and the Supplier.

B. All vehicles are to be delivered new, unused, assembled, serviced, with a full gas tank, oiled and ready for immediate use, unless otherwise requested by the Customer. Liability for product delivery remains with the Supplier until delivered and accepted.

C. The Customer must provide specific delivery instructions to the Supplier.

D. Delivery on parts must be made within 30 days of order.

E. All vehicles shall be delivered with one copy of the operator's manual, and an illustrated repair parts manual or list.

F. Any freight, shipping and handling costs and set-up fees paid by the Customer are to be annotated on the quote/invoice as a separate line item.

8. Leasing

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

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

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

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

1 Scope and Contract Renewal

1.1 Supplier may not add products or services to its offerings under the Contract without the State's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.

1.2 At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.

1.3 If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier's performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.

1.4 The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

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

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

2 Contract Effectiveness and Order of Priority

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

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

A. any Addendum;

B. any applicable Solicitation;

C. any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;

D. the terms contained in this Contract Document;

E. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;

F. any statement of work, work order, or other similar ordering document as applicable; and

G. other mutually agreed Contract Documents.

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

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

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

3 Modification of Contract Terms and Contract Documents

3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 Definitions

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

4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.

4.2 **Addendum** means a mutually executed, written modification to a Contract Document.

4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.

4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.

4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.

4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.

4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.

4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.

4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.

4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.

4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.

4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

4.14 **OAC** means the Oklahoma Administrative Code.

4.15 **OMES** means the Office of Management and Enterprise Services.

4.16 **Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.

4.17 **State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.

4.18 **Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.

4.19 **Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.

4.20 **Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.

4.21 **Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (vii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

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

5 Pricing

5.1 Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.

5.2 Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.

5.3 The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

6.1 Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.

6.2 Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

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

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

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

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

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

6.4 Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

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

The following terms additionally apply:

A. An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.

B. Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.

C. Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.

D. The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.

E. If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.

F. Supplier shall have no right of setoff.

G. Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.

H. Intentionally Omitted.

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

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

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

A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;

B. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than $5,000,000 per occurrence;

C. Automobile Liability Insurance with limits of liability of not less than $5,000,000 combined single limit each accident;

D. Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than $5,000,000 per occurrence;

E. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits $5,000,000 per occurrence; and

F. Additional coverage required in writing in connection with a particular Acquisition.

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

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

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

9 Compliance with Applicable Laws

9.1 As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

A. Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.

B. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;

C. Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;

D. 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;

E. Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

F. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);

G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;

H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at **www.dhs.gov/E-Verify**;

I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and

J. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

9.2 The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.

9.3 At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.

9.4 In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

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

9.5 The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.

9.6 As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.

9.7 The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.

9.8 Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.

9.9 Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.

9.10 If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

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

10 Audits and Records Clause

10.1 As used in this clause and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.

10.2 The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

10.3 Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

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

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

11.2 Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.

11.3 Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.

11.4 Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.

11.5 Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

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

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

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

12 Conflict of Interest

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

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

13 Assignment and Permitted Subcontractors

13.1 Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

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

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

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

14 Background Checks and Criminal History Investigations

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

15 Patents and Copyrights

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

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

16 Indemnification

16.1 Acts or Omissions

A. Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.

B. To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

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

16.3 Notice and Cooperation

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

16.4 Coordination of Defense

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

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

16.5 Limitation of Liability

A. With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.

B. Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.

C. The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

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

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

17.3 The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

18.1 Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.

18.2 The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier’s performance or obligations under the Contract; (ii) Supplier’s material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

18.3 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

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

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

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

19.2 Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

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

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

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

22 Certification Regarding State Employees Prohibition From Fulfilling Services

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

23 Force Majeure

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

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

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

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

24 Security of Property and Personnel

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

25 Notices

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

If sent to the State:
State Purchasing Director
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:
Purchasing Division Deputy General Counsel
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

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

26.2 No Guarantee of Products or Services Required

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

26.3 Employment Relationship

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

26.4 Transition Services

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

26.5 Publicity

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

26.6 Open Records Act

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

26.7 Failure to Enforce

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

26.8 Mutual Responsibilities

A. No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.

B. The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.

C. The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.

D. The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.

E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

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

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

26.10 Severability

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

26.11 Section Headings

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

26.12 Sovereign Immunity

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

26.13 Survival

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

26.14 Entire Agreement

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

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

26.15 Gratuities

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

26.16 Import/Export Controls

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

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

1.1 The Contract is a mandatory contract.

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

2. Orders and Addendums

2.1 Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.

2.2 Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.

2.3 Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

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

4. Termination for Cause

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

5. Termination for Convenience

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

6. Contract Management Fee and Usage Report

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

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

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

6.3 All Contract Usage Reports shall meet the following criteria:

i. Electronic submission in Microsoft Excel format to **strategic.sourcing@omes.ok.gov**;

ii. Quarterly submission regardless of whether there were Acquisitions under the Contract during the applicable quarterly reporting period;

iii. Submission no later than forty-five (45) days following the end of each calendar quarter;

iv. Contract quarterly reporting periods shall be as follows:

a. January 01 through March 31;

b. April 01 through June 30;

c. July 01 through September 30; and

d. October 01 through December 31.

v. Reports must include the following information:

a. Procuring entity;
b. Order date;
c. Purchase Order number or note that the Acquisition was paid by Purchase Card;
d. City in which products or services were received or specific office or subdivision title;
e. Product manufacturer or type of service;
f. Manufacturer item number, if applicable;
g. Product description;

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

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

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

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

ATTACHMENT E

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

City of Broken Arrow

Request for Action

File #: 25-1676, **Version:** 1

Broken Arrow City Council
Meeting of: 12/02/25

Title:

Approval of and authorization of the cancellation and subsequent closing of the Covington Creek Drainage Improvements project and re-allocate the $500,000.00 of 2018 General Obligation Bond funds to the appropriate basin (Case No. 25-005)

Background:
On May 20, 2025, the Council to approve the Drainage Advisory Committee's recommendation for the expenditure of $500,000.00 to enter a partnership with the Forest Ridge HOA and the individual affected property owners in Wagoner County to share in the construction costs to construct a new channel for this portion of an unnamed branch of Covington Creek. Council expressed the importance that all affected property owners agree on the proposed mitigation effort and activity.

Staff has continued to work towards agreement with said property owners since the Council's approval. On November 18, 2025, a public meeting was held with the affected property owners and their legal counsel. Only four (4) of the seven (7) Wagoner County residents attended. However, two (2) of the residents who did not attend already provided their responses to the City. The City asked three (3) crucial questions of the residents during this meeting: (1) are the residents willing to move forward with the project; (2) are the residents willing to donate an overland drainage easement to the City; (3) are the residents willing to enter into a three-party release of liability agreement. Five (5) of the seven (7) Wagoner County property owners stated that they "no" to one or more of the City's questions.

Based upon the responses provided, the project cannot move forward with the full support of the property owners as required by the governing body in conjunction with its allocation of the $500,000.00 for the construction of the channel. Staff recommends the cancellation of the proposed project and the re-allocation of the funding to the Adams Creek Watershed.

Background Summary of the Proposed Project History. Deer Creek, an Unnamed Tributary to Covington Creek, and Covington Creek are experiencing increased erosion due to high velocity. The higher velocities create an erosive force that breakdown creek embankments, transports suspended soil particles and deposits sediments along these drainage ways. The sediments build up and trap floating debris, which blocks and impedes flow in the creek. In addition, the increased velocities due to the blockages under cut and erode away embankment material that supports vegetation as well as public and private infrastructure along the creek banks.

All 3 creeks are located on private property owned by an HOA or individual homeowners.

The Drainage Advisory Committee recommended on July 20, 2020, and Council approved on August 18, 2020 the expenditure of $35,000.00 for design and construction plans to mitigate the creeks mentioned above.

The Drainage Advisory Committee recommended on February 28, 2022, and Council approved on March 21, 2022 the expenditure of $30,000.00 for applying for an Individual 404 Permit from the United States Army

Corps of Engineers (USACE) and to finalize the construction documents.

The USACE Individual Permit has been processed and was executed by the City of Broken Arrow on April 17, 2025.

The conceptual construction cost estimate was approximately $480.000.00 (2020 dollars). After the design was complete the construction cost estimate increased to about $1,137,000.00 (2022 dollars). The current construction cost estimate is $1,200,000.00 (2025 dollars).

Cost: ($500,000.00)

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: None

Recommendation:
Approve and authorize the cancellation and subsequent closing of the Covington Creek Drainage Improvements project and re-allocating the $500,000.00 of 2018 General Obligation funds to the appropriate Basin

City of Broken Arrow

Request for Action

File #: 25-1661, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

Title:
Approval of and authorization to execute Change Order No. 1 with Myers-Cherry Construction, LLC for the Operations Center Administration Building Renovation (2317210)

Background:
The Operations Center Administration building renovation project renovates the streets and stormwater facility to house the administration personnel for Utilities and Streets and Stormwater.

Change Order #1 addresses the following additions/deletions/changes to the contract:

- To correct verbiage in the contract to allow for the correct number of working days.

Total time added to contract is:

- 100 Days

The total cost for Change Order #1 amounts to $32,143.50

The additional cost associated with these changes is as follows:

Previous Change Orders:	$0
This Change Order(s):	$0
Total Cost of Change Orders:	$0
Original Contract Amount:	$2,347,500.00
Revised Contract Amount:	$N/A
Percent Change in Contract:	0%
Applicable to Comp. Bid Act:	0%

Cost: $0

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Time Adjustment CO 1

Recommendation:
Approval of and authorization to execute Change Order #1 with Myers-Cherry Construction, LLC for the Operations Center Administration Building Renovation (2317210)

CITY OF BROKEN ARROW
Where opportunity lives

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Public Contract Application for Contractual Changes

Contract Change Order #1

Project Name: Operations Center Administration Building Renovation
Project Number: 2317210
PO Number: 22601529
Date of Application: Tuesday, November 18, 2025
Contractor: Myers-Cherry Construction, LLC
Submitted By: Dave Myers

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

1) This change order is a no cost change order. The original contract was supposed to be set for 300 days. However, the contract states 200 calendar days. We are now adding 100 calendar days to this project, making it a 300 calendar day contract.

2)

Change in Contractual Project Time:

1) Additional 100 calendar days added.
2)

Plan Sheets or Additional Documents Attached: ☐ Yes ☑ No ☐ Other: _____

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
						$ -
						$ -
						$ -
					Total Change Cost:	$ -

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$ 2,347,500.00
Current Change Order:	$ -	Amended Contract Amount:	
Total Cost of Change Orders:	$ -	Percent Change in Contract:	0.00%
Total Cost Applicable to CBA:		Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # 1 in the sum of: $ - has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	David Myers	David Myers (Digitally signed by David Myers DN: C=US, E=dmyers@myers-cherry.com, O="Myers-Cherry Construction ", CN=David Myers Date: 2025.11.18 14:30:00-06'00')	11/18/2025
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	11/18/2025
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	11/19/2025
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	11/19/2025
City Manager:	Michael Spurgeon		

This Change is Executed Through:

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : _____

Council Agenda Number:_____ City Clerk:_____

City of Broken Arrow

Request for Action

File #: 25-1660, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

Title:
Approval of and authorization to execute the Change Order No. 1 with Northeastern Irrigation & Landscape, Inc for the Broken Arrow Gateways Entry Signage (22502158)

Background:
The Broken Arrow Gateways Entry Signage project added new entry signs at the boundary of the City of Broken Arrow.

Change Order #1 addresses the following additions/deletions/changes to the contract:

- No Changes in the work, but amending the final contract amount

- There is a 22 day change in contract time.

The total cost for Change Order #1 amounts to $13,568.27

The additional cost associated with these changes is as follows:

Previous Change Orders:	$0.00
This Change Order(s):	($147,617.84)
Total Cost of Change Orders:	($147,617.84)
Original Contract Amount:	$819,207.65
Revised Contract Amount:	$671,589.81
Percent Change in Contract:	-18.02%
Applicable to Comp. Bid Act:	0.0%

Cost: $-147,617.84

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: CO 01 Gateways Entry Signage

Recommendation:
Approve and authorize execution of Change Order #1 with Northeastern Irrigation & Landscape, Inc, LLC for the Broken Arrow Gateways Entry Signage (22502158)

CITY OF BROKEN ARROW
Where opportunity lives

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Public Contract Application for Contractual Changes
Contract Change Order

Project Name: Broken Arrow Gateways Entry Signage
Project Number: 201710
PO Number: 22502158
Date of Application: Monday, October 20, 2025
Contractor: Northeastern Irrigation & Landscape, Inc
Submitted By:

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

1) None
2) None

Change in Contractual Project Time:

1) 22 additional days requested due to lights acquisition delays and heavy rain events during the concrete construction.
2)

Plan Sheets or Additional Documents Attached: Yes ☐ No ☑ Other:

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
	N/A	N/A	N/A	$ -	0	$ -
						$ -
					Total Change Cost:	$ -

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$ 819,207.65
Current Change Order:	$ -	Amended Contract Amount:	$ (147,617.84)
Total Cost of Change Orders:	$ -	Percent Change in Contract:	-18.02%
Total Cost Applicable to CBA:		Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # 0 in the sum of: $ - has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Dale Forrest, President	Dale Forrest	11/10/2025
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	11/13/2025
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	11/13/2025
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	11/13/2025
City Manager:	Michael Spurgeon		

This Change is Executed Through:

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on :

Council Agenda Number:
City Clerk:

City of Broken Arrow

Request for Action

File #: 25-1658, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

Title:

Approval of and authorization to execute the Change Order No. 1 with Paragon Contractors, LLC for the Jasper Street & Aspen Intersection Improvements (ST2031)

Background:
The Jasper Street and Aspen Intersection project is to widen the intersection and mill and overlay Aspen from Jasper to Shreveport.

Change Order #1 addresses the following additions/deletions/changes to the contract:

- Shreveport Intersection Concrete Curb Island High Early Concrete
- Portable Changeable Message Signs for Road Closure
- Traffic Control for Detour
- Concrete Flume
- Traffic control removal and temp flex tabs.

- There is a 1 day change in contract time.

The total cost for Change Order #1 amounts to $13,568.27

The additional cost associated with these changes is as follows:

Previous Change Orders:	$0.00
This Change Order(s):	$13,568.27
Total Cost of Change Orders:	$13,568.27
Original Contract Amount:	$2,373,118.11
Revised Contract Amount:	$2,386,686.38
Percent Change in Contract:	0.57%
Applicable to Comp. Bid Act:	0.57%

Cost: $13,568.27

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: CO 01 Shreveport intersection modifications

Recommendation:
Approve and authorize execution of Change Order #1 with Paragon Contractors, LLC for the Jasper and Aspen Intersection Improvements (ST2031)

CITY OF BROKEN ARROW
Where opportunity lives

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Public Contract Application for Contractual Changes
Contract Change Order # 1

Project Name: Jasper St & Aspen Ave Intersection Improvements
Project Number: ST2031
PO Number:
Date of Application: Friday, October 31, 2025
Contractor: Paragon Contractors LLC
Submitted By: Mike Owens

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

1) Shreveport Intersection Concrete Curb Island High Early Concrete (material only)
2) Shreveport Intersection Portable Changeable Message Signs for Road Closure 11/03/25 to 11/07/2025
3) Shreveport Intersection Traffic Control Detour 11/03/2025 to 11/07/2025
4) Shreveport Intersection Concrete Flume
5) Traffic Control Removal & Temp Flex Tabs for Soccer Tourney 11/07/25 - 12/22/25

Change in Contractual Project Time:

4) Shreveport Intersection Concrete Flume - 1 Day

Plan Sheets or Additional Documents Attached: ☑ Yes ☐ No ☐ Other:

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
#25	609(B)	Concrete Curb & Gutter (6" Barrier)	CY	$ 166.36	5.5	$ 914.98
#66	880(J)	Traffic Control	LS	$ 1,256.06	1	$ 1,256.06
#66	880(J)	Traffic Control	LS	$ 982.52	1	$ 982.52
#66	880(J)	Traffic Control	LS	$ 3,907.75	1	$ 3,907.75
NA	NA	Shreveport Concrete Flume	LS	$ 6,506.96	1	$ 6,506.96
						$ -
					Total Change Cost:	$ 13,568.27

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$ 2,373,118.11
Current Change Order:	$ 13,568.27	Amended Contract Amount:	$ 2,386,686.38
Total Cost of Change Orders:	$ 13,568.27	Percent Change in Contract:	0.57%
Total Cost Applicable to CBA:	$ 13,568.27	Percent Change Applicable to CBA:	0.57%

Change Order Authorization

Change Order # 1 in the sum of: $ 13,568.27 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Dale Forrest, Managing Member	Dale Forrest	11-13-2025
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	11/13/2025
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	11/18/2025
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	11/18/2025
City Manager:	Michael Spurgeon		

This Change is Executed Through:

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on :

Council Agenda Number:

City Clerk:

City of Broken Arrow

Request for Action

File #: 25-1659, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

Title:
Approval of and authorization to execute the Change Order No. 2 with Paragon Contractors, LLC for the Jasper Street & Aspen Intersection Improvements (ST2031)

Background:
The Jasper Street and Aspen Intersection project is to widen the intersection and mill and overlay Aspen from Jasper to Shreveport.

Change Order #2 addresses the following additions/deletions/changes to the contract:

- Removal of Pecan Tree NW Corner of Jasper and Aspen Ave
- Remobilization of Milling Machine due to Soccer Tournament

- There is a 5 day change in contract time.

The total cost for Change Order #2 amounts to $13,286.35

The additional cost associated with these changes is as follows:

Previous Change Orders:	$13,568.27
This Change Order(s):	$13,286.35
Total Cost of Change Orders:	$26,854.62
Original Contract Amount:	$2,373,118.11
Revised Contract Amount:	$2,395,506.73
Percent Change in Contract:	0.94%
Applicable to Comp. Bid Act:	0.94%

Cost: $13,286.35

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: CO 02 Shreveport intersection modifications

Recommendation:
Approve and authorize execution of Change Order #2 with Paragon Contractors, LLC for the Jasper and Aspen Intersection Improvements (ST2031)

CITY OF BROKEN ARROW
Where opportunity lives

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Public Contract Application for Contractual Changes
Contract Change Order # 2

Project Name: Jasper St & Aspen Ave Intersection Improvements
Project Number: ST2031
PO Number:
Date of Application: Monday November 10, 2025
Contractor: Paragon Contractors LLC
Submitted By: Mike Owens

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

1) Removal Pecan Tree NW Corner of Jasper & Aspen Ave
2) De/Re Mobilization of Milling Machine for Soccer Tournament
3)
4)

Change in Contractual Project Time:

1) De/Re Mobilization of Milling Machine for Soccer Tournament - 5 Days
2)

Plan Sheets or Additional Documents Attached: ☑ Yes ☐ No ☐ Other:

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
NA	NA	Removal Pecan Tree NW Corner Jasper & Aspen	LS	$ 8,820.35	1	$ 8,820.35
53	641	Mobilization	LS	$ 4,466.00	1	$ 4,466.00
						$ -
					Total Change Cost:	$ 13,286.35

Summary of Project Costs

Total Previous Change Orders:	$ 13,568.27	Original Contract Amount:	$ 2,373,118.11
Current Change Order:	$ 13,286.35	Amended Contract Amount:	$ 2,395,506.73
Total Cost of Change Orders:	$ 26,854.62	Percent Change in Contract:	0.94%
Total Cost Applicable to CBA:	$ 22,388.62	Percent Change Applicable to CBA:	0.94%

Change Order Authorization

Change Order # 2 in the sum of: $ 13,286.35 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Dale Forrest, Managing Member	Dale Forrest	11-13-2025
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	11/13/2025
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	11/18/2025
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	11/18/2025
City Manager:	Michael Spurgeon		

This Change is Executed Through:

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.
or
☐ This change to the contract documents was approved at the City Council/BAMA meeting held on :

Council Agenda Number:

City Clerk:

City of Broken Arrow

Request for Action

File #: 25-1669, **Version:** 1

Broken Arrow City Council
12-02-2025

Title:

Approval of BAZ-002485-2025 (Rezoning), Snyder Rezone, approximately 21.81 acres, RMF (Residential multi-family) and PUD-340 to RSP (Single-family residential - Preservation), located 1/8th of a mile south of Tucson Street (121st Street) and west of Elm Place (161st E Ave)

Background:

BAZ-002485-2025 is a request to rezone approximately 21.81 acres from RMF (Residential multi-family) and PUD-340 to RSP (Single-family residential - Preservation). This request includes the abrogation of PUD-340 and will be a "straight zoning" change. This property is 21.81 acres in size and is located 1/8th of a mile south of Tucson Street (121st Street) and west of Elm Place (161st E Ave). This property is currently unplatted.

This rezoning request is in anticipation of a single family development under the new RS-P zoning. This zoning which was created under the Broken Arrow Zoning Ordinance that came into effect over the summer allows for smaller lot sizes and frontages in exchange for an increase in dedicated open space. The attached conceptual plat outlines what developments could potentially look like. This new anticipated single-family residential development is a lower level land use intensity than the previously planned multi-family development.

During the meeting held November 20, 2025, the Planning Commission recommended approval (4-0) of BAZ-002485-2025 per Staff recommendation. Staff recommended that it be approved subject to platting. One letter was sent to the Planning Commission on a concern regarding fencing between any new homes and their property.

Cost: $0

Funding Source: -

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Planning Commission Staff Report
Case Map
Aerial
Comprehensive Plan
Conceptual Plat

Recommendation:
Approve BAZ-002485-2025 per Planning Commission and Staff recommendation.

Broken Arrow Planning Commission
11-20-2025

To:	**Chair and Commission Members**
From:	**Community Development Department**
Title:	

..title

Public hearing, consideration, and possible action regarding BAZ-002485-2025 (Rezoning), Snyder Rezone, approximately 21.81 acres, RMF (Residential multi-family) and PUD-340 to RSP (Single-family residential – Preservation), located 1/8th of a mile south of Tucson Street (121st Street) and west of Elm Place (161st E Ave)

..End

Background:

Applicant:	Erik Enyart, Tanner Consulting
Owner:	Brian Green, Green Property Management
Developer:	N/A
Engineer:	Tanner Consulting
Location:	1/8th of a mile south of Tucson Street (121st Street) and west of Elm Place (161st E Ave)
Size of Tract	Approximately 21.81 acres
Present Zoning:	RMF (Residential multi-family) and PUD-340
Proposed Zoning:	RSP (Single-family residential – Preservation)
Comp Plan:	Level 3 (Transition Area)

BAZ-0024852025 is a request to rezone approximately 21.81 acres from RMF (Residential multi-family) and PUD-340 to RSP (Single-family residential – Preservation. This request includes the abrogation of PUD-340 and will be a "straight zoning" change. This property is 21.81 acres in size and is located 1/8th of a mile south of Tucson Street (121st Street) and west of Elm Place (161st E Ave). This property is currently unplatted.

This rezoning request is in anticipation of a single-family development under the new RS-P zoning. This zoning which was created under the Broken Arrow Zoning Ordinance that came into effect over the summer allows for smaller lot sizes and frontages in exchange for an increase in dedicated open space. The attached conceptual plat outlines what developments could potentially look like.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Comprehensive Plan	Zoning	Land Use	
North	Levels 2 and 4	GC and PUD-199	Vacant, Restaurant without drive-thru and General Retail	
East	Levels 6 and 3	CG and RS	General Retail and Single-Family Residential	
South	Level 2	AG	Single-Family Residential and Vacant	
West	Level 2	AG	Single-Family Residential	

According to FEMA maps, portions of the property are located in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow.

Per Table 4-1 of the Comprehensive Plan, RS-4 zoning is considered to be in accordance with the Comprehensive Plan in Level 3. Under current Zoning Ordinance RS-4 is equal to RS-P zoning so this request is line with the Comprehensive Plan

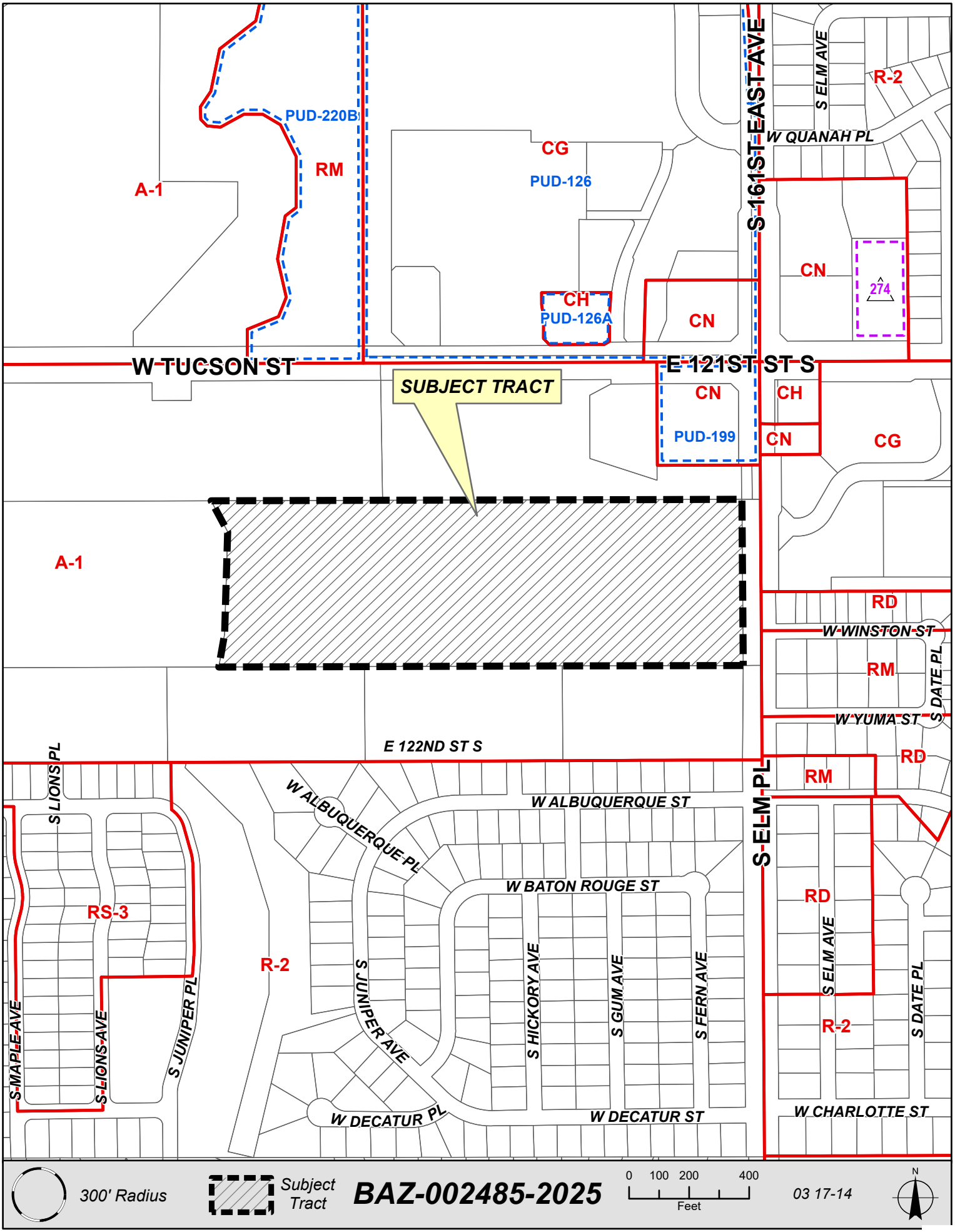
Attachments: Case Map
Aerial
Comprehensive Plan
Conceptual Plat

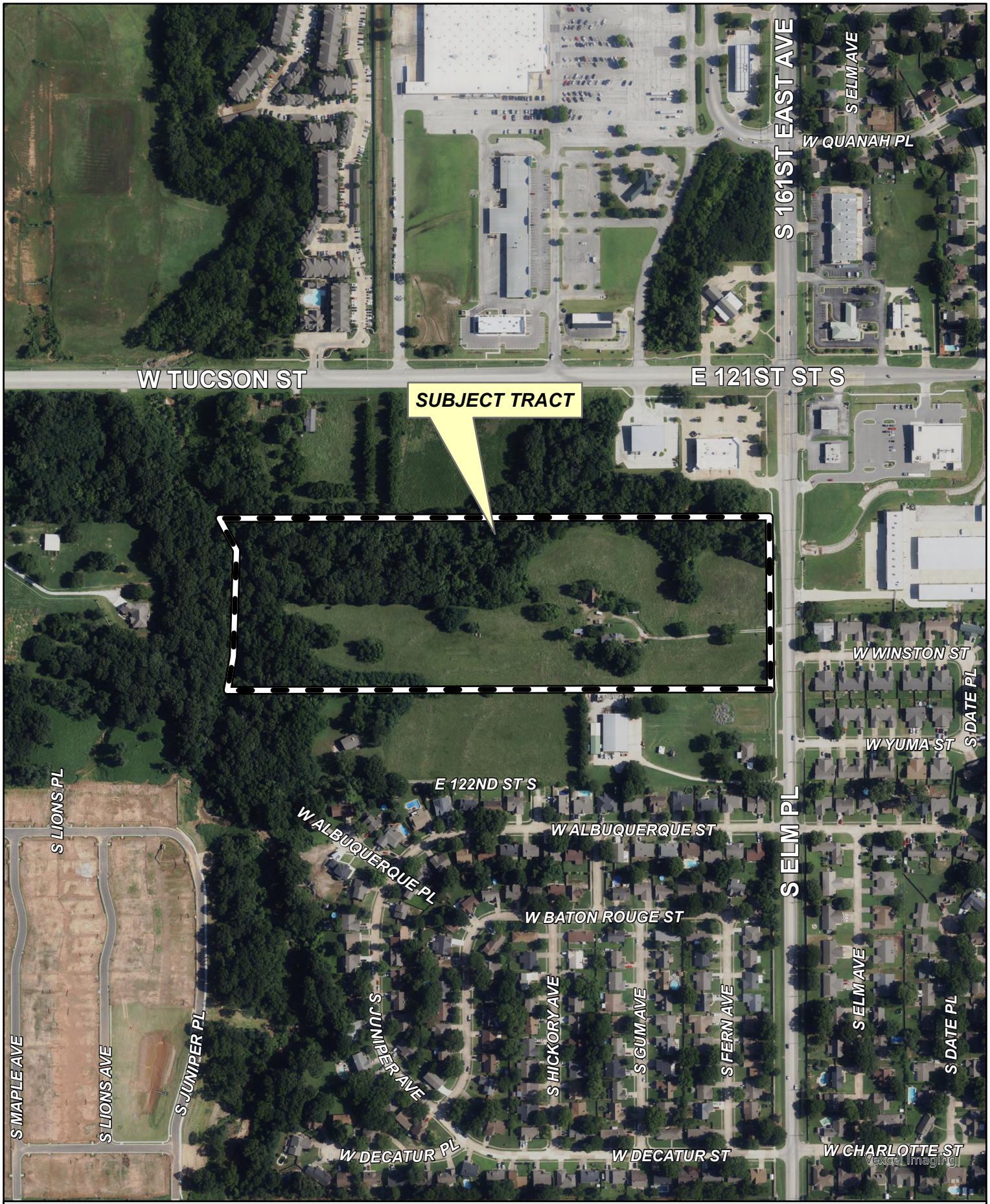
Recommendation:
Based upon the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that BAZ-002485-2025 be approved subject to the property being platted.

Reviewed by: Jane Wyrick

Approved by: Rocky Henkel

JAJ


PUD-220B
RM
A-1
CG
PUD-126
S 161ST EAST AVE
S ELM AVE
R-2
W QUANAH PL
CN
274
CH
PUD-126A
CN
W TUCSON ST
E 121ST ST S
SUBJECT TRACT
CN
CH
PUD-199
CN
CG
A-1
RD
W WINSTON ST
RM
S DATE PL
W YUMA ST
E 122ND ST S
RD
S LIONS PL
W ALBUQUERQUE PL
W ALBUQUERQUE ST
RM
S ELM PL
W BATON ROUGE ST
RS-3
R-2
S JUNIPER AVE
S HICKORY AVE
S GUM AVE
S FERN AVE
RD
S ELM AVE
S DATE PL
S MAPLE AVE
S LIONS AVE
S JUNIPER PL
R-2
W DECATUR PL
W DECATUR ST
W CHARLOTTE ST
300' Radius
Subject Tract
BAZ-002485-2025
0 100 200 400
Feet
03 17-14
N



Note: Graphic overlays may not precisely align with physical features on the ground. Aerial Photo Date: 2024

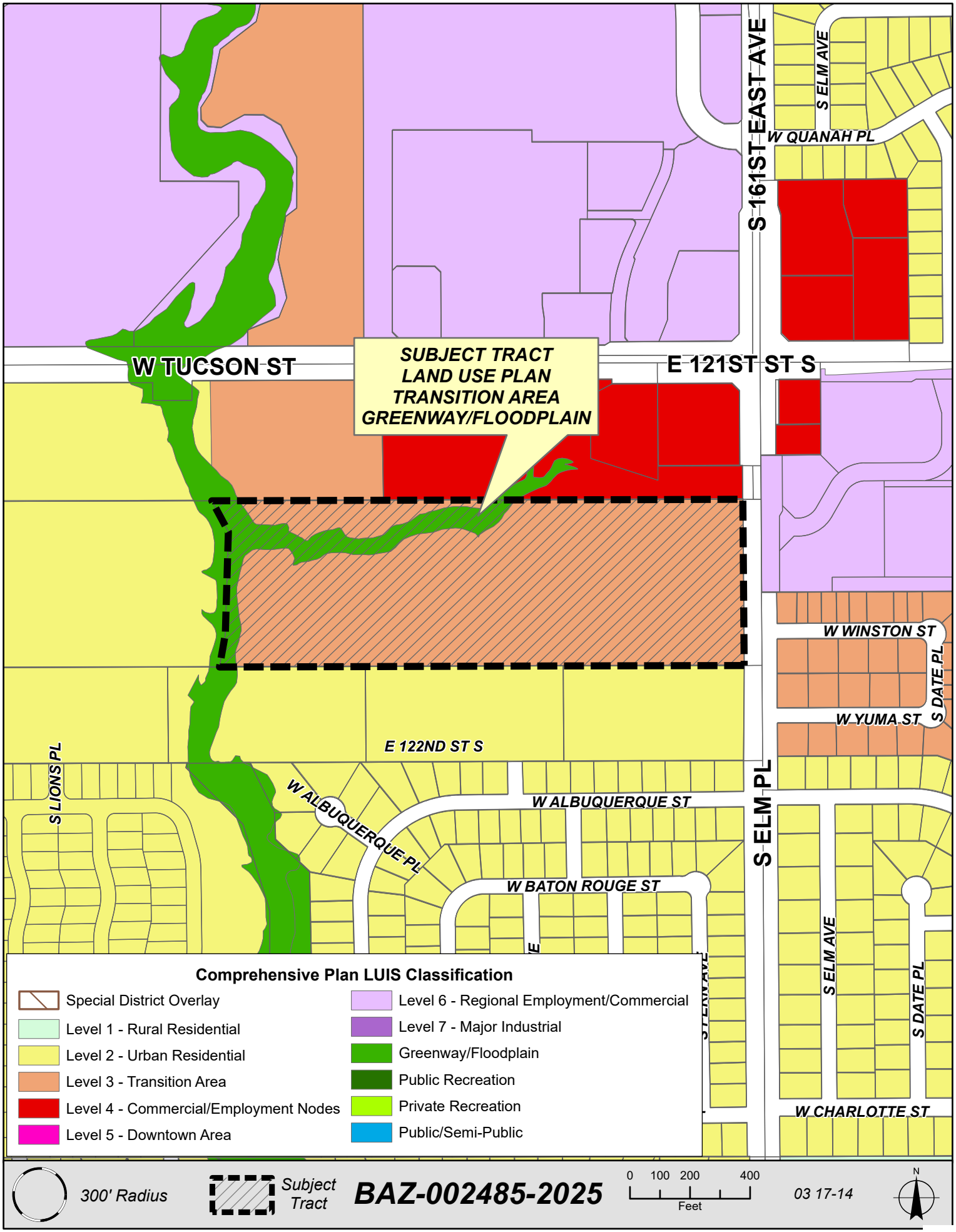
Subject Tract

BAZ-002485-2025

0 100 200 400
Feet

03 17-14

N


S 161ST EAST AVE
S ELM AVE
W QUANAH PL
W TUCSON ST
SUBJECT TRACT
LAND USE PLAN
TRANSITION AREA
GREENWAY/FLOODPLAIN
E 121ST ST S
W WINSTON ST
S DATE PL
W YUMA ST
E 122ND ST S
S LION PL
W ALBUQUERQUE PL
W ALBUQUERQUE ST
S ELM PL
W BATON ROUGE ST
S ELM AVE
S DATE PL
W CHARLOTTE ST
Comprehensive Plan LUIS Classification
Special District Overlay
Level 1 - Rural Residential
Level 2 - Urban Residential
Level 3 - Transition Area
Level 4 - Commercial/Employment Nodes
Level 5 - Downtown Area
Level 6 - Regional Employment/Commercial
Level 7 - Major Industrial
Greenway/Floodplain
Public Recreation
Private Recreation
Public/Semi-Public
300' Radius
Subject Tract
BAZ-002485-2025
0 100 200 400
Feet
03 17-14
N



*Site plan is conceptual and subject to change during platting and engineering process

SNYDER - SITE PLAN

Project No. 24335
November 10, 2025

COPYRIGHT NOTICE
All documents and designs prepared by TANNER CONSULTING, LLC are instruments of TANNER CONSULTING, LLC'S service for use solely with respect to the Project and, unless otherwise stated, TANNER CONSULTING, LLC shall be deemed the author of these documents and shall retain all Common Law, statutory and other rights, including the copyright.

Tanner Consulting LLC
LANDSCAPE ARCHITECTURE | LAND PLANNING
CIVIL ENGINEERING | LAND SURVEYING | DRONE SERVICES
5323 SOUTH LEWIS AVENUE, TULSA OKLAHOMA 74105-6539

City of Broken Arrow

Request for Action

File #: 25-1704, **Version:** 1

Broken Arrow City Council
12-02-2025

Title:
Approval of BAZ-002505-2025 (Rezoning), Arrow Forge, 99.52 acres, AG (Agricultural) to IL (Industrial Light), located one-half mile north of Tucson Street (121st Street), located on the south of Florence Street (111st Street) and ¼ mile east of Olive Ave (129th E Avenue

Background:

BAZ-002505-2025 is a request to change the zoning designation on 99.52 acres from AG (Agricultural) to IL (Industrial Light). The property is located south of Florence Street (111th Street) and ¼ miles east of Olive Ave)129 th E Ave) and is in the process of being platted .

The applicant is requesting this change to the zoning designation for the purpose of the development of an innovation district. This investment by Broken Arrow voters, who approved the initial infrastructure needed to create an innovation district in the 2018 General Obligation Bond, exemplifies the city's dedication to economic growth and innovation.

The Arrow Forge innovation district's mission is to create various job opportunities, from advanced manufacturing to technology. These jobs will offer competitive wages and the opportunity for career development and skills building, strengthening our workforce and preparing industries for the future.

During the meeting held November 20, 2025, the Planning Commission recommended approval (4-0) of BAZ-2505-2025 per Staff recommendation. Staff recommended that be approved subject to platting. During the public comment period no one spoke in support of or in opposition to this request.

Cost: $0

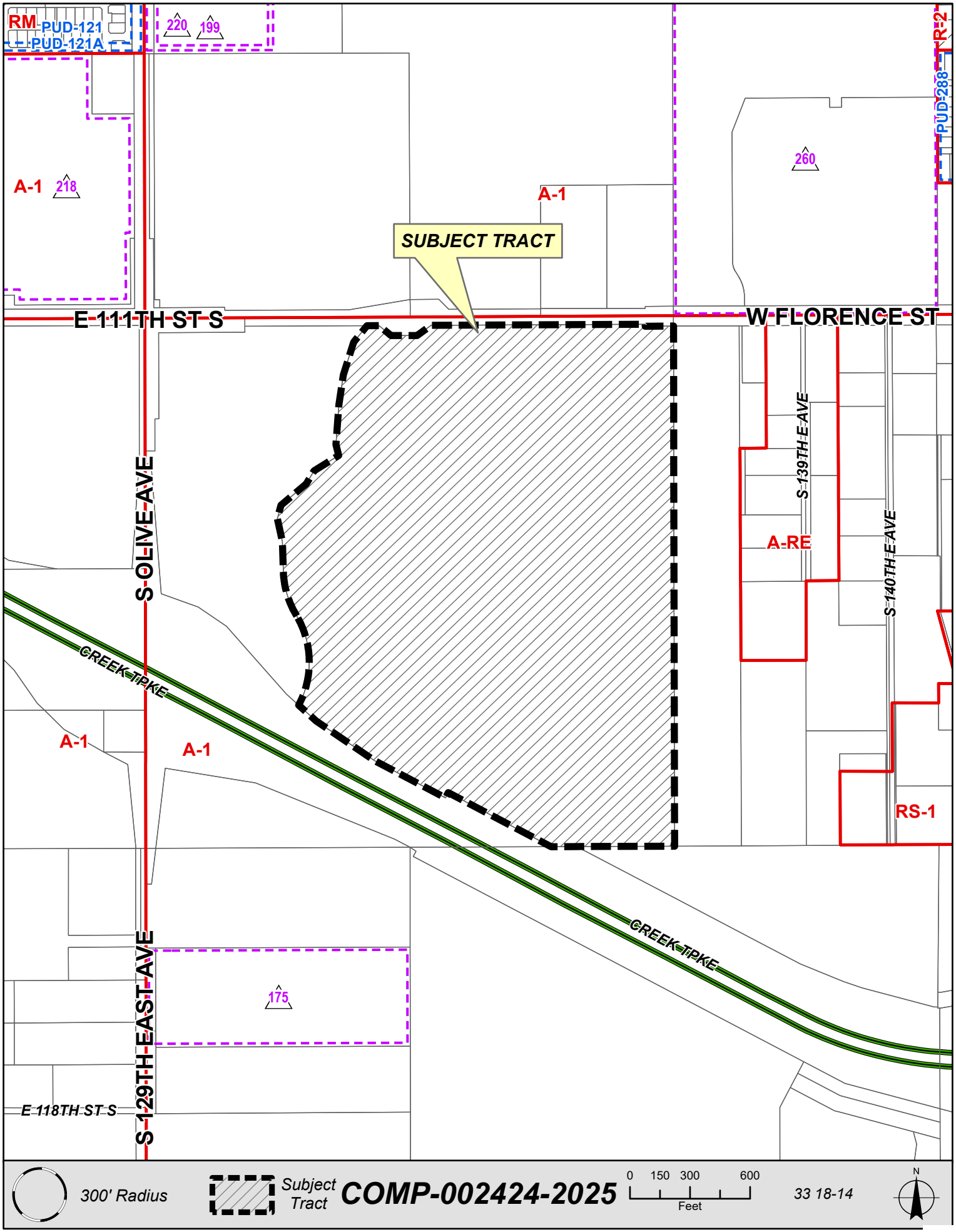
Funding Source: -

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Case Map
Aerial
Current Comprehensive Plan Map
Traffic Counts Image

Recommendation:
Approve BAZ-002505-2025 per Planning Commission and Staff recommendation.


RM
PUD-121
PUD-121A
220
199
A-1
218
A-1
SUBJECT TRACT
260
PUD-288
TR-2
E 111TH ST S
W FLORENCE ST
S OLIVE AVE
S 139TH E AVE
S 140TH E AVE
A-RE
CREEK TPKE
A-1
A-1
RS-1
CREEK TPKE
175
S 129TH EAST AVE
E 118TH ST S
300' Radius
Subject Tract
COMP-002424-2025
0 150 300 600
Feet
33 18-14
N



Note: Graphic overlays may not precisely align with physical features on the ground. Aerial Photo Date: 2024

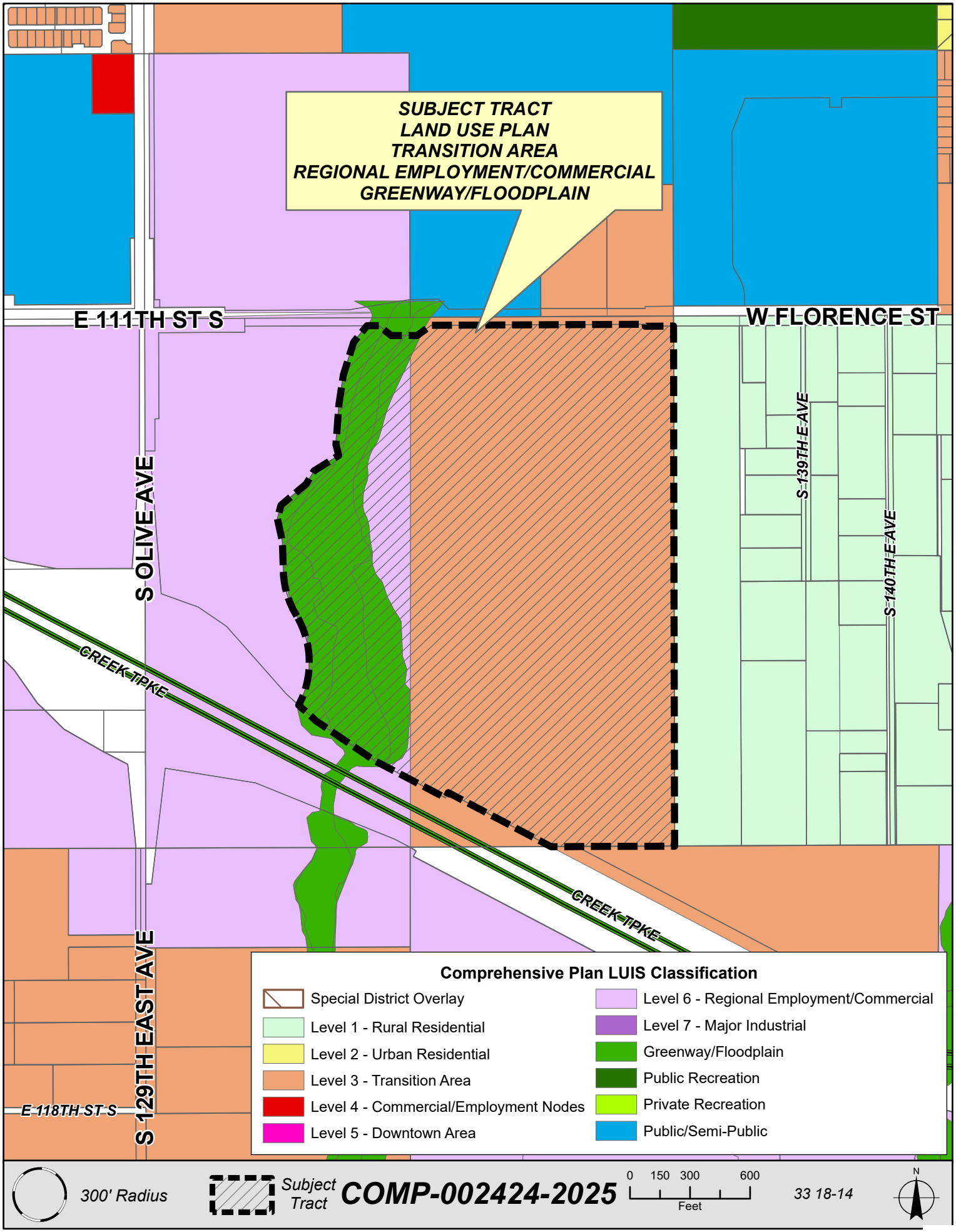
Subject Tract

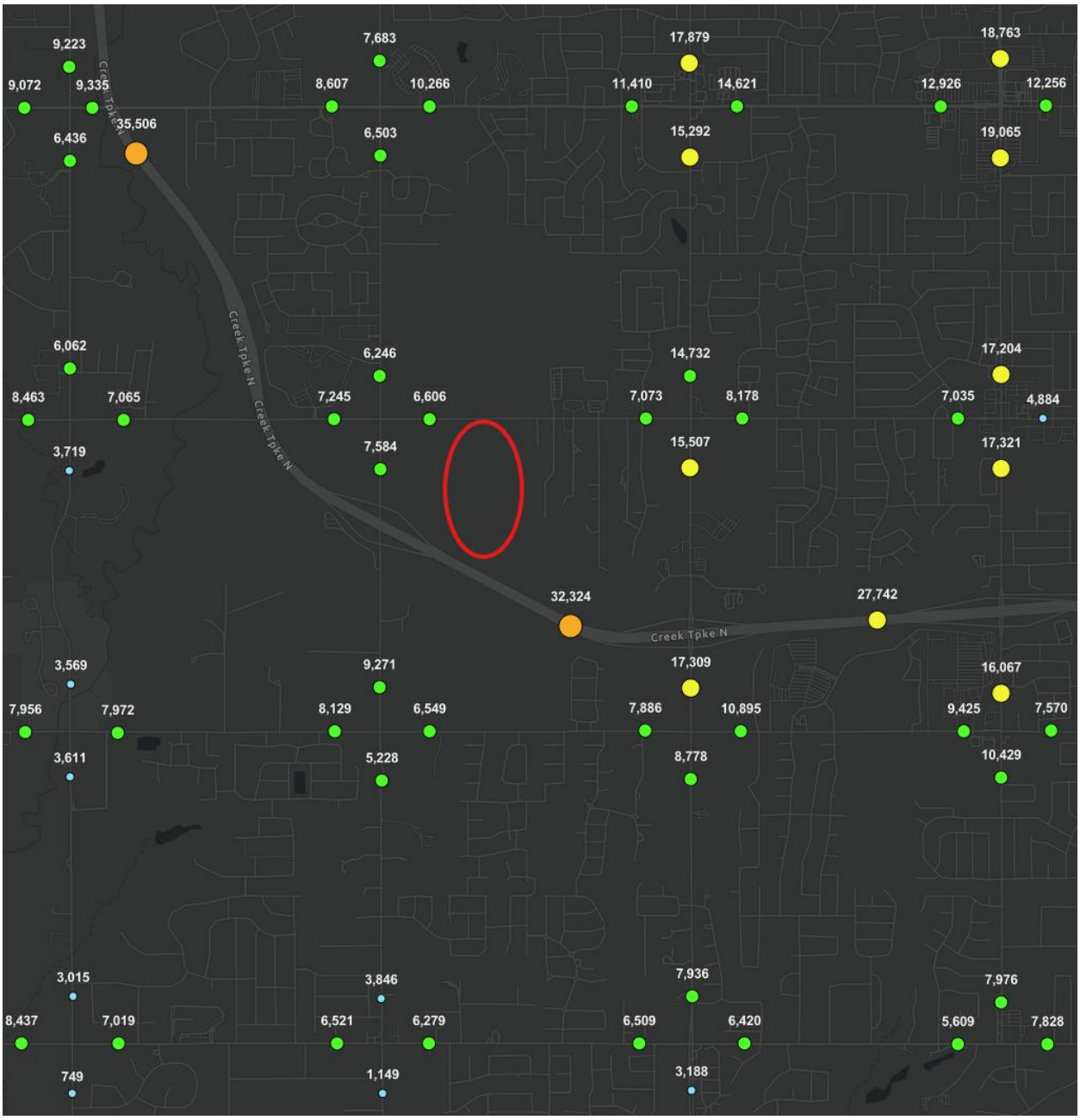
COMP-002424-2025

0 150 300 600
Feet

33 18-14

N


SUBJECT TRACT
LAND USE PLAN
TRANSITION AREA
REGIONAL EMPLOYMENT/COMMERCIAL
GREENWAY/FLOODPLAIN
E 111TH ST S
W FLORENCE ST
S OLIVE AVE
S 139TH E AVE
S 140TH E AVE
CREEK TPKE
CREEK TPKE
S 129TH EAST AVE
E 118TH ST S
Comprehensive Plan LUIS Classification
Special District Overlay
Level 1 - Rural Residential
Level 2 - Urban Residential
Level 3 - Transition Area
Level 4 - Commercial/Employment Nodes
Level 5 - Downtown Area
Level 6 - Regional Employment/Commercial
Level 7 - Major Industrial
Greenway/Floodplain
Public Recreation
Private Recreation
Public/Semi-Public
300' Radius
Subject Tract
COMP-002424-2025
0 150 300 600
Feet
33 18-14
N


9,223
9,072
9,335
6,436
35,506
7,683
8,607
10,266
6,503
17,879
11,410
14,621
15,292
18,763
12,926
12,256
19,065
Creek Tpke N
6,062
8,463
7,065
3,719
6,246
7,245
6,606
7,584
14,732
7,073
8,178
15,507
17,204
7,035
4,884
17,321
32,324
27,742
3,569
7,956
7,972
3,611
9,271
8,129
6,549
5,228
17,309
7,886
10,895
8,778
16,067
9,425
7,570
10,429
3,015
8,437
7,019
749
3,846
6,521
6,279
1,149
7,936
6,509
6,420
3,188
7,976
5,609
7,828

City of Broken Arrow

Request for Action

File #: 25-1703, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

Title:

Approval of PT-002482-2025|PR-000336-2023, Conditional Final Plat, The Cottages at Battle Creek West, approximately 8.79 acres, 47 lots, CG (Commercial General)/PUD (Planned Unit Development) 94 to RS-P (Single Family Residential - Preservation)/PUD -94Y via BAZ-2087, located one-half mile north of Albany Street (61st Street), one-quarter mile east of Aspen Avenue (145th E. Avenue)

Background:

PT-002482-2025, conditional final plat for The Cottages at Battle Creek West, proposes to have 47 lots on approximately 8.79 acres. This property, which is located one-half mile north of Albany Street (61st Street), one -quarter mile east of Aspen Avenue (145th E. Avenue), has been approved for rezoning from CG (Commercial General) and PUD (Planned Unit Development) 94 to RS-P (Single Family Residential - Preservation) and PUD-94Y via BAZ-2087. The preliminary plat for this proposed development was approved by the Planning Commission on October 28, 2021.

On June 21, 2021, the City Council approved PUD-94Y on 29.23 acres, subject to the property being platted. The Cottages at Battle Creek Wet includes all of Development Area B of PUD-94Y and is approximately 8.79 acres in size.

The Cottages at Battle Creek West is proposed to be developed with private streets. Access to this subdivision will be provided by one gated access drive onto Albany Drive to the south, one gated access drive onto Granger Street to the north.

According to FEMA maps, none of the property is in a 100-year floodplain area. Water and sanitary sewer service are available from the City of Broken Arrow. This conditional final plat was reviewed by the Technical Advisory Committee on November 12, 2025, and no stakeholders had any comments or concerns.

During the meeting held November 20, 2025, the Planning Commission recommended approval (4-0) of PT-002482-2025|PR-000336-2023 per Staff recommendation. During the public comment period no one spoke in support of or in opposition to this request.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Published Planning Commission Report
Conditional Final Plat & Covenants
Checklist

Recommendation:
Approve PT-002482-2025|PR-000336-2023, Conditional Final Plat for The Cottages at Battle Creek West, subject to the attached checklist

Broken Arrow Planning Commission
11-20-2025

To: **Chairman and Commission Members**
From: **Community Development Department**
Title:
..title

Approval of PT-002482-2025|PR-000336-2023, Conditional Final Plat, The Cottages at Battle Creek West, approximately 8.79 acres, 47 lots, CG (Commercial General)/PUD (Planned Unit Development) 94 to RS-P (Single Family Residential – Preservation)/PUD-94Y via BAZ-2087, located one-half mile north of Albany Street (61st Street), one-quarter mile east of Aspen Avenue (145th E. Avenue)

..End

Background:

Applicant:	Tulsa Engineering & Planning
Owner:	21st Place Investment Group, LLC
Developer:	21st Place Investment Group, LLC
Engineer:	Tulsa Engineering & Planning
Location:	one-half mile north of Albany Street (61st Street), one-quarter mile east of Aspen Avenue (145th E. Avenue)
Size of Tract	Approximately 8.79 acres
Number of Lots:	47
Zoning:	CG/PUD-94 to RS-P/PUD-94Y
Comp Plan:	Level 2

PT-002482-2025, conditional final plat for The Cottages at Battle Creek West, proposes to have 47 lots on approximately 8.79 acres. This property, which is located one-half mile north of Albany Street (61st Street), one-quarter mile east of Aspen Avenue (145th E. Avenue), has been approved for rezoning from CG (Commercial General) and PUD (Planned Unit Development) 94 to RS-P (Single Family Residential – Preservation) and PUD-94Y via BAZ-2087. The preliminary plat for this proposed development was approved by the Planning Commission on October 28, 2021.

On June 21, 2021, the City Council approved PUD-94Y on 29.23 acres, subject to the property being platted. The Cottages at Battle Creek Wet includes all of Development Area B of PUD-94Y and is approximately 8.79 acres in size.

The Cottages at Battle Creek West is proposed to be developed with private streets. Access to this subdivision will be provided by one gated access drive onto Albany Drive to the south, one gated access drive onto Granger Street to the north.

According to FEMA maps, none of the property is in a 100-year floodplain area. Water and sanitary sewer service are available from the City of Broken Arrow. This conditional final plat was

reviewed by the Technical Advisory Committee on September 18, 2025 and no stakeholders had any comments or concerns.

Attachments:
Checklist
Conditional Final Plat and Covenants

Recommendation:
Staff recommends PT-002482-2025|PR-000336-2023, Conditional Final Plat for The Cottages at Battle Creek West, be approved, subject to the attached checklist.

Reviewed by: Jane Wyrick

Approved by: Rocky Henkel

JAJ

PUD 94W

The Cottages at Battle Creek - West

A Subdivision in the City of Broken Arrow, being a part of the W/2 of Section 34, Township 19 North, Range 14 East of the Indian Base and Meridian, Tulsa County, State of Oklahoma

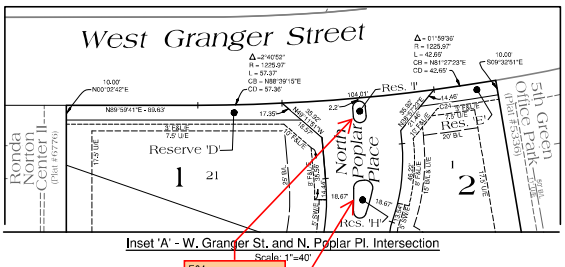
OWNER / DEVELOPER

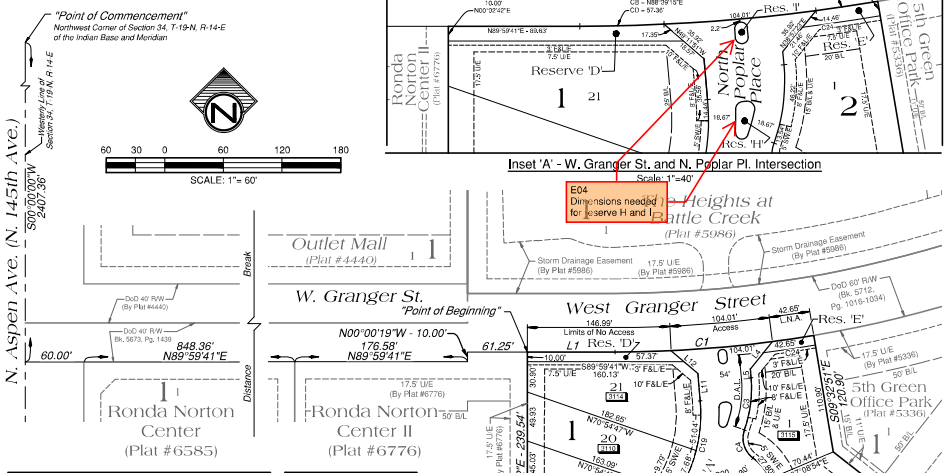
21st Place Investment Group, LLC
an Oklahoma Limited Liability Company
4727 East 91st Street
Tulsa, Oklahoma 74137
918.994.4408

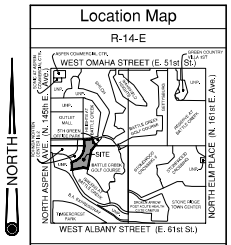
ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation
9810 East 42nd Street, Suite 100
Tulsa, Oklahoma 74146
Phone: 918.252.9621
CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2027

CERTIFICATE
TULSA COUNTY TREASURER







Legend

B/L	= Building Line	RES.	= Reserve
BK.	= Book	R/W	= Right of Way
COBA	= City of Broken Arrow	U/E	= Utility Easement
PG.	= Page	DOD	= Deed of Dedication
F&L/E	= Fence & Landscape Esmt.	UNP	= Unplatted
SS/E	= Sanitary Sewer Easement	(TYP.)	= Typical
SW/E	= Sidewalk Easement	D.A.L.	= Driveway Access Limitation
5000	= Lot Address	ODE	= Overland Drainage Easement

Monument Notes

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all plat boundary corners, prior to recordation unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all lot corners after completion of improvements, unless noted otherwise.

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "TEP CA531" to be set at all street centerline intersections, points of curve, points of tangent, points of compound curve, points of reverse curve, center of cul-de-sacs and center of eyebrows, after completion of improvements, unless noted otherwise.

Basis of Bearings

The non-astronomic bearings for this plat are based on an assumed bearing of S 00°03'00"E along the East line of the SW/4 of Section 34, T-19-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof.

Benchmark (BM)

Offsite Benchmark:

Chiseled "X" in a chiseled box on top of curb at the west northwest curb return at the intersection of Albany Drive and Juniper Place.
North: 399177.10 East: 2616743.62
Elevation: 764.67
Oklahoma State Plane Coordinate System North Zone NAD83
Vertical Datum: NAVD88
All Coordinates in U.S. Survey Feet

Onsite Benchmark

A "MAG" Nail in top of concrete curb approx. 50' North and 26' West of the SW corner of Lot 26, Block 2.
Elevation: 745.19 NAVD88

Notes

1. Water to be supplied by the City of Broken Arrow.
2. Sewage to be received by the City of Broken Arrow.
3. All new buildings that are served by Sanitary Sewer shall install a backwater device (Backflow Preventer). Installation of these devices and all maintenance thereof shall be at the sole expense of the property owner. Broken Arrow Ordinance No. 3527, Section 24-303, Adopted May 15, 2018. Each lot has been verified to be served by sanitary sewer.
4. All pie-shaped lots meet the minimum lot width at the building setback line.

Stormwater Detention and FEMA

Stormwater detention accommodations for this plat are provided in accordance with Fee-In-Lieu of Detention Determination No. DD 101421-67 & DD 101421-68.

Per the FEMA FIRM panel, this property is located in the unshaded FEMA Flood Zone "X", per the FIRM panel numbers 40143C0379L and 40143C0385M, with effective dates of 09/30/2016 and 10/16/2012 respectively, City of Broken Arrow Community Number 400236.

Lot Addresses

Addresses shown on this plat were accurate at the time this plat was filed. Addresses are subject to change and should never be relied upon in place of the legal description.

Curve Table

No.	Delta	Radius	Length	Chord Bearing	Chord Length
C1	09°32'06"	1225.97'	204.02'	N 85°13'38" E	203.79'
C2	31°19'32"	390.00'	213.23'	N 05°17'57" W	210.58'
C3	24°52'45"	125.00'	54.28'	S 07°18'54" W	53.85'
C4	73°13'21"	25.00'	31.95'	S 16°51'24" E	29.82'
C5	91°19'42"	55.00'	87.67'	S 07°48'14" E	78.68'
C6	58°29'06"	55.00'	56.14'	S 67°06'10" W	53.74'
C7	68°54'46"	25.00'	30.80'	S 51°53'20" W	35.09'
C8	00°30'13"	195.00'	1.71'	S 07°10'50" W	1.71'
C9	29°20'03"	415.00'	212.47'	S 21°35'45" W	210.16'
C10	88°26'39"	25.00'	38.61'	S 07°58'32" E	34.88'
C11	68°11'30"	55.00'	65.46'	S 18°07'07" E	61.66'
C12	63°29'14"	55.00'	60.94'	S 47°43'15" W	57.87'
C13	01°48'55"	225.00'	7.13'	S 80°22'20" W	7.13'
C14	01°05'40"	195.00'	3.72'	N 80°00'42" E	3.72'
C15	90°00'00"	25.00'	39.27'	N 34°27'58" E	35.36'
C16	48°27'08"	55.00'	46.51'	N 13°41'26" E	45.14'
C17	30°59'16"	385.00'	208.22'	N 22°25'22" E	205.69'
C18	21°50'14"	225.00'	85.75'	N 17°50'51" E	85.24'
C19	33°53'27"	150.00'	88.72'	N 11°49'15" E	87.44
C20	93°09'35"	13.00'	21.14'	N 75°20'46" E	18.88'
C21	95°56'04"	25.00'	41.86'	S 10°06'25" E	37.14'
C22	46°01'03"	25.00'	20.08'	S 69°52'09" W	19.54'
C23	124°53'18"	13.00'	28.34'	N 33°40'41" W	23.05'
C24	02°28'47"	1235.97'	53.49'	N 81°41'59" E	53.49'
C25	158°03'36"	25.00'	68.97'	S 63°03'11" E	49.09'
C26	63°29'14"	25.00'	27.70'	S 47°43'15" W	26.31'
C27	90°00'00"	25.00'	39.27'	N 55°32'08" W	35.36'
C28	48°27'08"	25.00'	21.14'	N 13°41'26" E	20.52'

Line Table

No.	Bearing	Distance
L1	N 89°59'41" E	89.63'
L2	S 52°02'33" E	105.03'
L3	N 10°21'48" E	41.04'
L4	S 38°57'23" W	35.92'
L5	S 05°07'29" E	9.02'
L6	S 37°51'37" W	39.24'
L7	S 42°13'57" W	37.02'
L8	S 51°55'29" E	36.06'
L9	N 10°32'08" W	37.97'
L10	N 28°45'58" E	46.83'
L11	N 05°07'29" W	27.99'
L12	N 49°11'51" W	35.92'
L13	N 37°51'37" E	39.24'
L14	S 28°45'58" W	60.57'
L15	N 79°27'52" E	29.62'
L16	N 10°32'08" W	37.97'
L17	S 79°27'52" W	40.54'

Lot Areas

Lot	Area (S.F.)
1	6,747
2	5,538
3	6,334
4	7,936
5	6,551
6	7,944
7	7,406
8	5,060
9	5,060
10	5,060
11	5,688
12	6,216
13	6,202
14	5,760
15	5,664
16	5,307
17	5,664
18	6,772
19	7,251
20	8,212
21	10,681

Lot	Area (S.F.)
1	9,178
2	8,575
3	6,181
4	5,086
5	7,229
6	7,789
7	5,342
8	5,521
9	5,673
10	6,150
11	5,304
12	7,489
13	5,295
14	5,663
15	5,288
16	6,980
17	12,695
18	8,072
19	5,807
20	5,751
21	5,698
22	6,256
23	5,588
24	5,535
25	5,483
26	7,762

Res.	Area (S.F.)
'A'	55,865
'B'	2,683
'C'	11,463
'D'	1,570
'E'	481
'F'	891
'G'	1,159
'H'	264
'I'	111

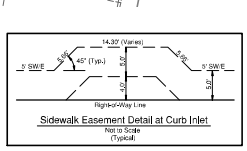
Lot	Finish Floor
BLOCK 1	
1	749.50
2	750.25
3	751.25
4	752.25
5	755.00
6	755.25
7	755.50
8	755.75
9	756.00
10	756.50
11	756.75
12	757.50
13	758.50

Lot	Finish Floor
BLOCK 1	
14	759.25
15	760.25
16	761.50
17	763.00
18	764.25
19	766.00
20	767.75
21	770.00

Lot	Finish Floor
BLOCK 2	
1	768.00
2	767.00
3	766.50
4	765.50
5	763.50
6	761.75
7	759.75
8	759.00
9	758.25
10	757.75
11	757.00
12	756.50
13	757.00

Lot	Finish Floor
BLOCK 2	
14	757.25
15	757.25
16	757.00
17	756.50
18	756.00
19	755.25
20	754.50
21	753.50
22	752.75
23	751.75
24	751.00
25	750.00
26	749.25





P02: Add addresses to Reserve Areas B to I

P01: Define D.A.L.in covenants.

E02
Add a note.
The private streets located in a reserve do not meet the minimum criteria for right of and cannot be turned over to the city for maintenance or repairs.

E03
The application for the closing of the easement has not been submitted. The final plat will need to include the application number for the closing application

E01
Replace the PT number with the PR-000709-2024 project number

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma

Mayor

Attest: City Clerk

The Cottages at Battle Creek - West

Date of Preparation: September 24, 2025
PT21-115 Sheet 1 of 3

G:\20-151\Final\20-151 Final Plat - West.dwg, 10/08/2025 - 4:42 PM

THE COTTAGES AT BATTLE CREEK - WEST

DEED OF DEDICATION AND RESTRICTIVE COVENANTS PUD No. 94W

KNOW CERTAIN PERSONS BY THESE PRESENTS:

That BC Land Holding Company, L.L.C., an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land:

A tract of land that is part of the West-Half (W/2) of Section Thirty-Four (34), Township Nineteen (19) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, said tract of land being described as follows:

Commencing at the Northwest corner of Section 34;

Thence South 00°00'00" West, along the westerly line of Section 34, for 2407.36 feet;

Thence North 89°59'41" East for 60.00 feet to a point on the easterly right-of-way line of North Aspen Avenue and the southerly right-of-way line of West Granger Street and being the northwest corner of Ronda Norton Center an addition to the city of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof;

Thence continuing North 89°59'41" East, along said southerly right-of-way line, for 848.36 feet to the northeast corner of said Ronda Norton Center;

Thence continuing North 89°59'41" East, along the southerly right-of-way, for 176.58 feet;

Thence North 00°00'19" West for 10.00 feet;

Thence North 89°59'41" East for 61.25 feet to the "Point of Beginning" of said tract of land;

Thence continuing North 89°59'41" East for 89.63 feet to a point of curve;

Thence along a curve to the left having a central angle of 09°32'06" and a radius of 1225.97 feet with a chord bearing of North 85°13'38" East and a chord distance of 203.79 feet for an arc length of 204.02 feet;

Thence South 09°32'51" East for 120.90 feet;

Thence South 52°02'33" East for 105.03 feet;

Thence South 37°51'37" West for 244.67 feet;

Thence South 11°21'03" West for 636.56 feet;

Thence North 78°38'58" West for 135.31 feet;

Thence South 80°53'04" West for 421.09 feet to a point on the northerly right-of-way line of West Albany Drive;

Thence North 10°21'48" East, along said northerly right-of-way line, for 41.04 feet to a point of curve;

Thence along said northerly right-of-way line and northwesterly along a curve to the left having a central angle of 31°19'32" and a radius of 390.00 feet with a chord bearing of North 05°17'57" West and a chord length of 210.58 feet for an arc length of 213.23 feet;

Thence North 69°02'16" East for 175.61 feet;

Thence North 52°55'14" East for 141.78 feet;

Thence North 37°55'00" East for 142.78 feet;

Thence North 22°54'46 East for 142.78 feet;

Thence North 07°54'32" East for 143.53 feet;

Thence North 00°02'42" East for 239.54 feet to the Point of Beginning of said tract of land.

The above described tract of land containing 382,878 square feet or 8.7897 acres, more or less.

The non-astronomic bearings for said tract are based on an assumed bearing of S 00°03'00" E along the west line of "Stone Wood Crossing II", "Stone Ridge Towne Center" and "Broken Arrow Post Acute Health Care Campus", also being the east line of the SW/4 of Section 34, T-19-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma.

The Owner/Developer has caused the same to be engineered, surveyed, staked and platted into lots, blocks, streets, and reserve areas in conformity to the accompanying plat and survey thereof, which plat is made a part hereof (the "Plat"), and has caused the same to be named "THE COTTAGES AT BATTLE CREEK - WEST", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma (the "Subdivision").

SECTION I. EASEMENTS AND UTILITIES

1.1 General Utility Easements

The Owner/Developer does hereby dedicate for public use the utility easements as depicted on the accompanying plat as "Utility Easement" or "U/E", for the several purposes of constructing, maintaining, operating, repairing, replacing, and/or removing any and all public utilities, including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines and cable television lines, together with all fittings, including the poles, wires, conduits, pipes, valves, meters and equipment for each of such facilities and any other appurtenances thereto, with the rights of ingress and egress to and upon the utility easements for the uses and purposes aforesaid, provided however, the Owner/Developer hereby reserves the right to construct, maintain, operate, lay and re-lay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and re-laying over, across and along the public street and the utility easements depicted on the plat, for the purpose of furnishing water and/or sewer services to the area included in the plat. The Owner/Developer herein imposes a restrictive covenant, which covenant shall be binding on the Owner/Developer and shall be enforceable by the City of Broken Arrow, Oklahoma, and by the supplier of any affected utility service, that within the utility easements depicted on the accompanying plat no building, structure or other above or below ground obstruction shall be placed, erected, installed or maintained, provided however, nothing herein shall be deemed to prohibit drives, parking areas, fencing, curbing, HVAC, generators, pool equipment, irrigation and landscaping or other similar improvements that do not constitute an obstruction.

1.2 Underground Service

1.2.1 Street light poles or standards shall be served by underground cable, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. The Owner/Developer does hereby restrict the utility easements shown and designated on the accompanying plat to a single supplier of electrical service.

1.2.2 All supply lines in the subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the plat of the subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

1.2.3 Underground service cables and gas service lines to all structures which may be located on all lots in the subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such structure as may be located upon each said lot; provided that upon the installation of such a service cable or gas service line to a particular structure, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering a five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the structure or a point of metering.

1.2.4 The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the plat to the subdivision or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it. The supplier of electric, telephone, cable television also reserve the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

1.2.5 The owner of each lot in the subdivision shall be responsible for the protection of the underground facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the subdivision will pay for damage or relocation of such facilities caused or necessitated by acts of such owner or his agents or contractors. The foregoing covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas service.

1.3 Water and Sewer Service

1.3.1 The owner of the lot shall be responsible for the protection of the public water and sewer mains located on his lot.

1.3.2 Within the depicted utility easement area, if the ground elevations are materially altered from the contours existing upon the completion of the installation of a public water or sewer main, all ground level apertures, to include: valve boxes, fire hydrants and manholes will be adjusted to the new grade by the owner or at the owner's expense.

1.3.3 The City of Broken Arrow, Oklahoma, or its successors, shall be responsible for ordinary maintenance of public water and sewer mains, but the owner shall pay for damage or relocation of such facilities caused or necessitated by acts of the owner, his agents or contractors.

1.3.4 The City of Broken Arrow, Oklahoma, or its successors, shall at all times have right of access to all easementways depicted on the accompanying plat, or otherwise provided for in this Deed of Dedication, for the purpose of installing, maintaining, removing or replacing any portion of underground water or sewer facilities.

1.3.5 The foregoing covenants set forth in this subsection 1.3 shall be enforceable by the City of Broken Arrow, Oklahoma, or its successors, and the owner of the lot agrees to be bound hereby.

1.4 Surface Drainage

Each lot on the Plat shall receive and drain, in an unobstructed manner, the storm and surface waters from drainage areas of higher elevation and from public streets and easements. Each lot owner, by taking title to a lot, shall be deemed to understand and agree that stormwater from other lots will flow across his/her lot, and the lot owner shall not construct or permit to be constructed any fencing or other obstructions which would impair the drainage of storm and surface waters over and across the lot. The Owner/Developer expressly reserves the right to enter upon each lot for the purpose of resolving or curing drainage issues related to adjacent or nearby lots, including the trimming of trees, shrubs or turf, and the removal of fencing, as necessary. The foregoing covenants set forth in this paragraph 1.4 shall be enforceable by any affected lot owner and by THE COTTAGES AT BATTLE CREEK – WEST Homeowners' Association, Inc., formed pursuant to SECTION IV – HOMEOWNERS' ASSOCIATION.

1.5 Limits of No Access

The undersigned Owner/Developer hereby relinquishes rights of vehicular ingress or egress from any portion of the property adjacent to West Albany Drive and West Granger Street within the bounds designated as "Limits of No Access" (L.N.A.) on the Plat, which "Limits of No Access" may be amended or released by the Broken Arrow Planning Commission, or its successor, and with the approval of the City of Broken Arrow, Oklahoma, or as otherwise provided by the statutes and laws of the State of Oklahoma pertaining thereto, and the limits of no access above established shall be enforceable by the City of Broken Arrow, Oklahoma.

1.6 Private Streets

1.6.1 Reserve "A" is designated on the accompanying plat are herein designated for use as private streets for the common use and benefit of the owners of lots within "THE COTTAGES AT BATTLE CREEK - WEST", their guests and invitees for the purpose of providing access to and from the various lots and for providing decorative fencing and landscaping, and are reserved for subsequent conveyance to THE COTTAGES AT BATTLE CREEK - WEST Homeowners' Association, Inc., a not for profit, for the purposes of the administration and maintenance of the streets and other common areas of the subdivision. Maintenance and repair for all private storm sewer facilities in Reserve "A" and Reserve "C" will be the responsibility of the Homeowners' Association.

1.6.2 The Owner/Developer herein grants to the City of Broken Arrow, Oklahoma, the United States Postal Service and to any public utility providing utility service to the subdivision, the right to enter and traverse the private streets (Reserve "A") and to operate thereon all service, emergency and government vehicles including but not limited to police and fire vehicles and equipment and does further grant to the City of Broken Arrow and to any public utility providing utility service to the subdivision the right to make various underground utility crossings of the private streets (Reserve "A") as reasonably necessary to provide service and upon the installation of any such utility line, cable or facility such grantee shall be deemed to have a definitive perpetual easement covering a strip 5 feet in width extending 2 1/2 feet on each side of the utility line, cable or facility.

1.6.3 The Owner/Developer for itself and its successors herein covenants with the City of Broken Arrow, which covenants shall run with the land and inure to the benefit of the City of Broken Arrow and shall be enforceable by the City of Broken Arrow to:

1.6.3.1 Except in areas of Entry/Exit Medians and in Reserves "B" and "C", the Owner/Developer shall construct and maintain an all-weather hard surface street of not less than twenty-six (26) feet in width constructed to City of Broken Arrow standards and extending the full length of the private streets (Reserves "A") depicted within the accompanying plat.

1.6.3.2 Prohibit the erection of any arch or similar structure over any private street as depicted on the accompanying plat which would prohibit any governmental, specifically any fire vehicle from free usage of the private streets (Reserves "A").

1.6.4 The City of Broken Arrow shall have no duty to maintain any private streets (Reserves "A") nor have any implied obligation to accept any subsequent tender of dedication of such private streets (Reserves "A").

1.6.5 The Owner/Developer or its assigns, hereby reserves the right to maintain, change or otherwise regulate the hours of operation of the privacy gates at every entry into "THE COTTAGES AT BATTLE CREEK - WEST", until such time that the last lot owned within "THE COTTAGES AT BATTLE CREEK - WEST" has been purchased and dues paying residents are living in the home constructed upon such lot, at which time, (unless sooner assigned by the Owner/Developer) it will be the Homeowners' Association, to determine the hours of operation of such gates. This in no way precludes individual lot owners within "THE COTTAGES AT BATTLE CREEK - WEST", from time to time, to provide a limited access code to open the gates for the purpose of showing a listed property for sale, yard maintenance, cleaning services or like service personnel to access the areas behind the gates for restricted purposes during allowed times.

1.6.6 The privacy gates shall be licensed and operated in accordance with the City of Broken Arrow's private street entrance requirements. The maintenance of the gates shall be the responsibility of the Homeowners' Association.

1.7 Fence and Landscape Easements

The Owner/Developer herein establishes and reserves for subsequent conveyance to THE COTTAGES AT BATTLE CREEK - WEST Homeowners' Association, Inc., formed pursuant to SECTION IV – HOMEOWNERS' ASSOCIATION, a perpetual non-exclusive easement to erect and maintain fencing, walls, landscaping, and/or irrigation along the North and South property boundaries of the subdivision within the Fence and Landscape Easement depicted on the accompanying plat. Fencing and walls shall meet the requirements of Section 5.2.E.3.iv of the City of Broken Arrow, Oklahoma Zoning Ordinance.

1.8 Fence, Landscape, and Paving Repair

The owner of each lot shall be responsible for the repair and replacement of any fencing, landscaping, and paving located within the utility easements in
the event it is necessary to repair any underground water, sanitary sewer mains, storm sewers, electric, natural gas, telephone, or cable television service. No lot owner shall place any fencing, landscaping, or plant any trees or shrubbery in dedicated utility easements or rights-of-ways which would potentially endanger, threaten, or harm any utilities located within said easements or rights-of-ways. If it is determined that any fencing, landscaping trees or shrubbery located within said easements or rights-of-way are damaging or endangering utilities in said easements or rights-of-way, the City of Broken Arrow and or respective utility provider shall have the right to remove said fencing, landscaping, trees or shrubbery upon five (5) days' notice at the lot owner's expense, or within such time the lot owner may remove the same.

1.9 Homeowners' Association

As part of the development of the Subdivision, the Owner/Developer thereof has created or will create as per the Subdivision Regulations for the City of Broken Arrow "THE COTTAGES AT BATTLE CREEK - WEST Homeowner's Association, Inc.", an Oklahoma not-for-profit, as set forth in the Restrictive Covenants, Conditions, and Restrictions for THE COTTAGES AT BATTLE CREEK - WEST. There is to be one Homeowners' Association, for THE COTTAGES AT BATTLE CREEK - WEST, even though the property may be platted in phases.

1.10 Retaining Walls

A retaining wall is a structural wall measuring over 4 feet in height from the top of the leveling course to the top of the wall. Retaining walls will need to be designed by a licensed structural engineer and submitted for review and permitting to the City.

1.11 Restrictive Covenants

Additional covenants and restrictions for THE COTTAGES AT BATTLE CREEK - WEST are filed, as a separate instrument, in the Tulsa County Clerk's office.

SECTION II. RESERVE AREAS

2.1 Use of Land

2.1.1 Reserve Areas "A"

Reserve Area "A" shall contain, but not be limited to use for private streets, guest parking, access gates, access gate keypads, and associated appurtenances, landscaping, utilities, signage, and open space and is reserved for subsequent conveyance to the Homeowners' Association.

2.1.2 Reserve Areas "B", "C","D", "E", "F", "G", "H" and "I"

Reserve Areas "B", "C","D", "E", "F" and "G" shall be used for open space, signage, landscaping, walls, fencing, sidewalks, drainage, recreation, stormwater drainage, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association.

2.2 All Reserves

2.2.1 All costs and expenses associated with all reserves, including maintenance of various improvements and recreational facilities will be the responsibility of the property owner of the reserve.

2.2.2 In the event the property owner of the reserve should fail to properly maintain the reserve areas and facilities thereon located as above provided, the City of Broken Arrow, or its designated contractor may enter the reserve areas and perform such maintenance, and the cost thereof shall be paid by the property owner of the reserve.

2.2.3 In the event the property owner of the reserve fails to pay the cost of said maintenance after completion of the maintenance and receipt of a statement of costs, the City of Broken Arrow may file of record a copy of the statement of costs, and thereafter the costs shall be a lien against each of the lots within the development, provided however, the lien against each residential lot shall be limited to 1/47 of the costs. This lien may be foreclosed by the City of Broken Arrow.

SECTION III. PLANNED UNIT DEVELOPMENT

WHEREAS, "THE COTTAGES AT BATTLE CREEK - WEST" was submitted as a planned unit development (entitled PUD No. 94Y) as provided within Section 6.4 of the Zoning Ordinance of the City of Broken Arrow, Oklahoma (Ordinance No. 2931) as amended and existing on June 21, 2021 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 94Y was approved by the Broken Arrow Planning Commission on June 10, 2021 and approved by the City of Broken Arrow City Council, on June 21, 2021; and WHEREAS, the planned unit development provisions of the Broken Arrow Zoning Ordinance require the establishment of covenants of record, inuring to and enforceable by the City of Broken Arrow, Oklahoma, sufficient to assure the implementation and continued compliance with the approved planned unit development; and

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for an orderly development and to ensure adequate restrictions for the mutual benefit of the Owner/Developer, its successors and assigns, and the City of Broken Arrow, Oklahoma; THEREFORE, the Owner/Developer does hereby impose the following restrictions and covenants which shall be covenants running with the land and shall be binding upon the Owner/Developer, its successors and assigns, and shall be enforceable as hereinafter set forth:

3.1 Development Standards – Single-Family Residential:

3.1.1 Permitted Uses: As permitted within the RS-3 District by right or Specific Use Permit.

3.1.2 Minimum Lot Size	5,000 SF per unit
3.1.3 Minimum Lot Frontage	46 feet (at the Building Line)
- For lots abutting Stonewood Crossing II	50 feet (at the Building Line)
3.1.4 Minimum Front Yard (excluding corner lots)	25 feet
3.1.5 Minimum Front Yard (on corner lots)	15 feet*

* Garage openings shall be permitted on Front Yards on corner lots, provided the Front Yard setback is increased to 20 ft. Setbacks between building lines with an adjacent lot shall be offset no more than 10 feet.

3.1.6 Minimum Rear Yard	20 feet
For lots abutting Stonewood Crossing II	25 feet
3.1.7 Side Yards	5 feet/5 feet
3.1.8 Pipeline Building Line Setback	50 feet from any pipeline

3.2 Development Standards – Single-Family Residential (Duplex):

3.2.1 As permitted within the RD District by right or Specific Use Permit.

3.2.2 Minimum Lot Size	
Single-Family Detached	5,000 SF per unit
3.2.2 Minimum Lot Size	
Single-Family Attached	
Internal Unit	3,850 SF
End Unit	4,400 SF
3.2.3 Minimum Lot Frontage	
Single-Family Detached	46 feet (at the Building Line)
3.2.4 Minimum Lot Frontage	
Single-Family Attached	
Internal unit	35 feet
End Unit	40 feet
3.2.5 Minimum Front Yard (excluding corner lots)	25 feet
3.2.6 Minimum Front Yard (on corner lots)	15 feet*

* Garage openings shall be permitted on Front Yards on corner lots, provided the Front Yard setback is increased to 20 ft. Setbacks between building lines with an adjacent lot shall be offset no more than 10 feet.

3.2.7 Minimum Rear Yard	20 ft.
3.2.8 Side Yard	
Single-Family Detached	5 feet/5 feet
Single-Family Attached	0 feet (internal)/5 feet (end unit)*

*10-foot minimum building separation

3.2.9 Attached Units –

No more than 3 units can be attached in one building. Each unit must be on a separate lot. At the time the property is platted, the covenants shall acknowledge the type of housing units (i.e., single-family detached or single-family attached) that can be placed on each lot.

3.3 Perimeter Landscape Buffer:

A perimeter landscape buffer reserve area of at least 10 feet in width shall be provided along West Granger Street and West Albany Drive.

3.4 Landscaping:

Landscaping shall be provided in accordance with Section 5.2 of the City of Broken Arrow Zoning Ordinance, except that along West Granger Street and West Albany Drive one tree per 40 linear feet will be provided. All trees will be medium to large trees. In addition to the sidewalks that will be constructed along all street frontages, a walking path will be constructed in the park area in Tract 'A'.

3.5 Fencing:

Lots and Reserve Areas sharing a common boundary with the Battle Creek Golf Course shall have a fence of at least four feet in height that shall match the rest of the fencing along the Battle Creek Golf Course. Said fencing shall be limited to galvanized chain link construction, and the fencing materials shall be limited to hot-dipped galvanized residential grade fencing material, which shall be green in color. All fencing along West Albany Drive or West Granger Street shall be installed by the Owner/Developer in accordance with Section 5.2.E of the Zoning Ordinance, and fencing plans shall be presented to and approved by the City of Broken Arrow at the same time landscape plans are submitted for review. All perimeter fencing shall be owned and maintained by the homeowners' association.

3.6 Private Streets and Gates:

The private streets shall be constructed to the City of Broken Arrow standards and shall be owned and maintained by the homeowners' association. The private streets and gates will be located in a minimum 30' wide reserve area. Gates into the subdivision shall be designed in accordance with the City of Broken

Arrow Subdivision Regulations and shall meet all criteria as set forth by the City of Broken Arrow Fire Marshall and the 2015 edition of the International Fire Code (IFC).

3.7 Sidewalks:

Sidewalks will be constructed along the perimeter public streets and the interior private streets. Sidewalks shall be provided in accordance with the City of Broken Arrow Subdivision Regulations; however, it is acknowledged that variances to the widths and locations of the sidewalks can be requested from the City of Broken Arrow Engineering department.

3.8 Drainage:

Stormwater drainage will be handled in accordance with the City of Broken Arrow design standards.

3.9 Platting:

No building permit shall be issued until the planned unit development project area has been included within a subdivision plat submitted to and approved by the Broken Arrow Planning Commission and the Broken Arrow City Council and duly filed of record. The property shall be platted in accordance with the City of Broken Arrow subdivision code. The deed of dedication of the required subdivision plat shall include covenants of record, enforceable by the City of Broken Arrow, setting forth the development standards of the planned unit development.

SECTION IV. HOMEOWNERS' ASSOCIATION

4.1. Formation

The Owner/Developer has formed or shall be caused to be formed, an association of owners of lots within the subdivision, which shall be named "THE COTTAGES AT BATTLE CREEK - WEST Homeowners' Association, Inc.", a not for profit (the "Association") for the general purposes of the maintenance and ownership of the Common Areas and to enhance the desirability and attractiveness of the Subdivision. The Owner/Developer will control the Association until such time that it is turned over to the Homeowners. Every record owner of a fee interest in a lot in the subdivision shall be a member of the Association and such membership shall be appurtenant to and may not be separated from ownership of a lot. The acceptance of a deed to a lot shall constitute acceptance of membership in the Association. All members of the Association covenant and agree to pay to the Association an annual assessment established by the Association which shall be no less than the minimum amount necessary to adequately maintain and support all common areas of interest, including, without limitation, all reserve areas, and common areas as designated on the plat provided, however, no assessment shall be made or attach to any Lot owned by the Owner/Developer.

4.2. Maintenance

Reserve Areas: The owner of the property associated with the Reserve Areas shall be responsible for the maintenance of improvements and landscaping within all reserve areas designated on the plat and the reserve areas are reserved for subsequent conveyance to the Association.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

5.1. Enforcement

The restrictions herein set forth shall run with the land and shall be binding upon the Owner/Developer, its successors and assigns. Within the provisions of SECTION I. EASEMENTS AND UTILITIES, are set forth certain covenants and the enforcement rights pertaining thereto, and whether or not therein so stated the covenants within Section I, shall inure to the benefit of and be enforceable by the City of Broken Arrow, Oklahoma.

5.2. Duration

These restrictions shall remain in full force and effect until 40 years from the date of filing this plat of record, and thereafter shall automatically be continued for successive periods of 10 years, unless terminated or amended as hereinafter provided.

5.3. Amendment

The covenants contained within SECTION I. EASEMENTS AND UTILITIES, may be amended or terminated at any time by written instrument signed and acknowledged by the owners of the affected lot or parcel and by the Broken Arrow Planning Commission or its successors with the approval of the City of Broken Arrow, Oklahoma. All other covenants may be amended by the Owner/Developer unilaterally, in its sole discretion, for so long as the Owner/Developer owns a lot in the Subdivision known as THE COTTAGES AT BATTLE CREEK - WEST; and, thereafter, at any time by an instrument in writing signed by the owners of at least sixty percent (60%) of all lots in the Subdivision; providing, however, that until the Owner/Developer has sold all lots in the Subdivision, the Owner/Developer reserves the right to amend any of the covenants contained herein without the consent of the other owners if such amendment, in the sole opinion and discretion of the Owner/Developer, is necessary for the development and sale of the lots in the Subdivision. In this Section 5.3, the term "the Subdivision" shall explicitly mean the Plat of THE COTTAGES AT BATTLE CREEK - WEST.

5.4. Severability

Invalidation of any restriction set forth herein, or any part thereof, by an order, judgment, or decree of any court, or otherwise, shall not invalidate or affect any of the other restrictions of any part hereof as set forth herein, which shall remain in full force and effect.

5.5 Lot owner's Responsibilities

The respective lot owner of each dwelling and said lot owner's builder shall be responsible for all structure design, geotechnical design, foundation design, grading, drainage, and all other structural aspects of the dwelling independent of the Owner/Developer and the Owner/Developer's engineer. The respective lot owner of each dwelling and the lot owner's builder shall be responsible for determining the proper finish floor elevation of the respective dwelling. The finished floor elevation shall be determined relative to, but not limited to: roadways, areas of higher elevations, borrow ditches, culvert pipes, elevation of adjacent lots, etc. It is the dwelling owner's responsibility to prepare the finished grade of each individual home site so as to ensure that storm water is properly managed around the perimeter of the subject home. Said lot owner and its builder shall construct the dwelling in accordance with the municipal, county and, state building codes that are customarily applicable in this region to such construction.

IN WITNESS WHEREOF, the undersigned Owner/Developer, has executed this instrument this ____ day of _____, 2025.

BC Land Holding Company, L.L.C.
an Oklahoma limited liability company

By: David E. Charney, President of
Charney Properties, Inc., as Manager BC Land
Holding Company, L.L.C.

State of Oklahoma)
) s.s.
County of Tulsa)

Subscribed and sworn before me, a Notary Public, this _____ day of _____, 2025, by David E. Charney, Manager of BC Land Holding Company, L.L.C.

Notary Public

CERTIFICATE OF SURVEY

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc., a professional land surveyor registered in the State of Oklahoma, hereby certify that I have carefully and accurately surveyed, subdivided, and platted the tract of land described above, and that the accompanying plat designated herein as 'THE COTTAGES AT BATTLE CREEK - WEST', a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, is a representation of the survey made on the ground using generally accepted land surveying practices and meets or exceeds the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted.

Executed this _____ day of _____, 2025.

David W. Murdoch
Registered Professional Land Surveyor
Oklahoma No. 1404

State of Oklahoma)
) s.s.
County of Tulsa)

The foregoing Certificate of Survey was acknowledged before me this _____ day of _____, 2025, by David W. Murdoch.

Jack Taber, Notary Public
My commission No. 12005192
My commission expires May 31, 2028

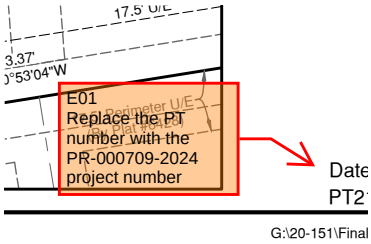
APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma.

Mayor

Attest: City Clerk

The Cottages at Battle Creek - West - Conditional Final Plat, Checklist

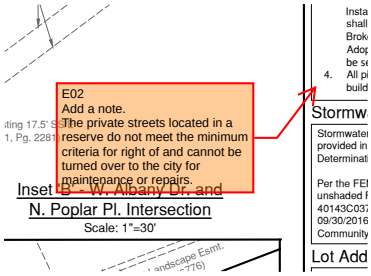
E01 Replace the PT number with the PR-000709-2024 project number (1)



Subject: Jason Comments
Page Label: [1] Sheet 1 of 3
Author: jdickeson
Date: 11/12/2025 1:13:16 PM
Status:
Color:
Layer:
Space:

E01
Replace the PT number with the PR-000709-2024 project number

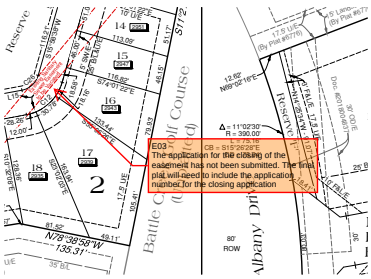
E02 Add a note. The private streets located in a reserve do not meet the minimum criteria for right of and cannot be turned over to



Subject: Jason Comments
Page Label: [1] Sheet 1 of 3
Author: jdickeson
Date: 11/12/2025 1:13:19 PM
Status:
Color:
Layer:
Space:

E02
Add a note.
The private streets located in a reserve do not meet the minimum criteria for right of and cannot be turned over to the city for maintenance or repairs.

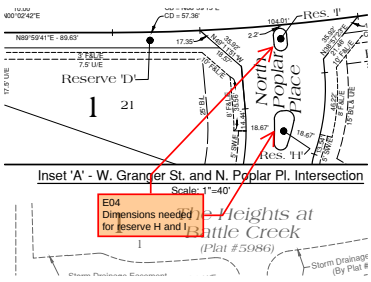
E03 The application for the closing of the easement has not been submitted. The final plat will need to include the application numb



Subject: Jason Comments
Page Label: [1] Sheet 1 of 3
Author: jdickeson
Date: 11/12/2025 1:13:23 PM
Status:
Color:
Layer:
Space:

E03
The application for the closing of the easement has not been submitted. The final plat will need to include the application number for the closing application

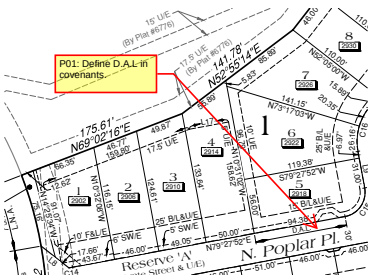
E04 Dimensions needed for reserve H and I (1)



Subject: Jason Comments
Page Label: [1] Sheet 1 of 3
Author: jdickeson
Date: 11/12/2025 1:13:27 PM
Status:
Color:
Layer:
Space:

E04
Dimensions needed for reserve H and I

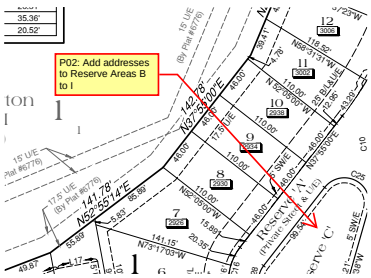
P01: Define D.A.L in covenants. (1)



Subject: Callout
Page Label: [1] Sheet 1 of 3
Author: JoseJ
Date: 11/17/2025 11:05:34 AM
Status:
Color:
Layer:
Space:

P01: Define D.A.L in covenants.

P02: Add addresses to Reserve Areas B to I (1)



Subject: Jose Comments
Page Label: [1] Sheet 1 of 3
Author: JoseJ
Date: 11/17/2025 11:12:07 AM
Status:
Color:
Layer:
Space:

P02: Add addresses to Reserve Areas B to I

City of Broken Arrow

Request for Action

File #: 25-1702, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

Title:

Approval of SP-002481-2025 (Specific Use Permit), Pope Accessory Structure, 1.82 acres, RS (Single Family Residential), located just south of Florence Street (111th Street) and approximately ¼ mile west of Aspen Avenue (145th E. Avenue)

Background:
SP-002481-2025 is a request for a Conditional Use Permit for an Accessory Structure to exceed the 1,200 sq. ft. maximum floor area on lots less than two acres in size. The property is located just south of Florence Street (111th Street) and approximately ¼ mile west of Aspen Avenue (145th E. Avenue).

Sec 2-4-1C.2b specifies that lots that are greater than two acres can have accessory buildings with a floor area up to 5,000 sq. ft. by permit. Additionally, this section allows accessory structures to exceed the 1,200 sq. ft. floor area for lots under two acres by approval of a Conditional Use Permit. The attached exhibit shows the planned location and dimensions of the accessory structure. The floor area for the structure is planned to be 40' feet by 80' feet for a floor area of 3,200 sq. ft. All setbacks for the current zoning are met in the exhibit. The lot is 1.82 acres in size and was created via a lot split to allow for the development of two single family homes.

A single-family home is currently being constructed on the lot. A permit for the accessory structure has been applied for but is pending the status of this request

After reviewing the information presented in the Staff report and by the applicant, the Planning Commission recommended approval (4-0) of SP-002481-2024 per Staff recommendation for the construction of an accessory structure with a maximum floor area of 3,200 square feet at the subject property.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Comprehensive Plan	Zoning	Land Use
North	Level 1	RS	Vacant
East	Level 2	RS	Single-Family Residential
South	Level 1	AG	Single-Family Residential
West	Level 1	AG	Single-Family Residential

According to FEMA's National Flood Hazard Layer, none of the property is located in the 100-year floodplain

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Director of Community Development

Approved By: City Manager's Office

Attachments: Published Planning Commission Staff report
Case Map
Aerial Map
Conceptual Site Plan

Recommendation:
Approve SP-002481-2025 per Planning Commission and Staff recommendation.

Broken Arrow Planning Commission
11-20-2025

To:	**Chairman and Commission Members**
From:	**Community Development Department**
Title:	
..title	
	Public hearing, consideration, and possible action regarding SP-002481-2025 (Specific Use Permit), Pope Accessory Structure, 1.82 acres, RS (Single Family Residential), located just south of Florence Street (111th Street) and approximately ¼ mile west of Aspen Avenue (145th E. Avenue)
..End	

Background:	
Applicant:	Jay Pope
Owner:	Jay Pope
Developer:	N/A
Engineer:	N/A
Location:	Just south of Florence Street (111th Street) and approximately ¼ mile west of Aspen Avenue (145th E. Avenue)
Size of Tract	1.82 acres
Number of Lots:	1
Present Zoning:	RS (Single Family Residential) via BAZ-2112
Comp Plan:	Level 1 - Rural Residential

SP-002481-2025 is a request for a Conditional Use Permit for an Accessory Structure to exceed the 1,200 sq. ft. maximum floor area on lots less than two acres in size. The property is located just south of Florence Street (111th Street) and approximately ¼ mile west of Aspen Avenue (145th E. Avenue).

Sec 2-4-1C.2b specifies that lots that are greater than two acres can have accessory buildings with a floor area up to 5,000 sq. ft. by permit. Additionally, this section allows accessory structures to exceed the 1,200 sq. ft. floor area for lots under two acres by approval of a Conditional Use Permit. The attached exhibit shows the planned location and dimensions of the accessory structure. The floor area for the structure is planned to be 40’ feet by 80’ feet for a floor area of 3,200 sq. ft. All setbacks for the current zoning are met in the exhibit. The lot is 1.82 acres in size and was created via a lot split to allow for the development of two single family homes.

A single-family home is currently being constructed on the lot. A permit for the accessory structure has been applied for but is pending the status of this request.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Comprehensive Plan	Zoning	Land Use
North	Level 1	RS	Vacant
East	Level 2	RS	Single-Family Residential
South	Level 1	AG	Single-Family Residential
West	Level 1	AG	Single-Family Residential

According to FEMA's National Flood Hazard Layer, none of the property is located in the 100-year floodplain

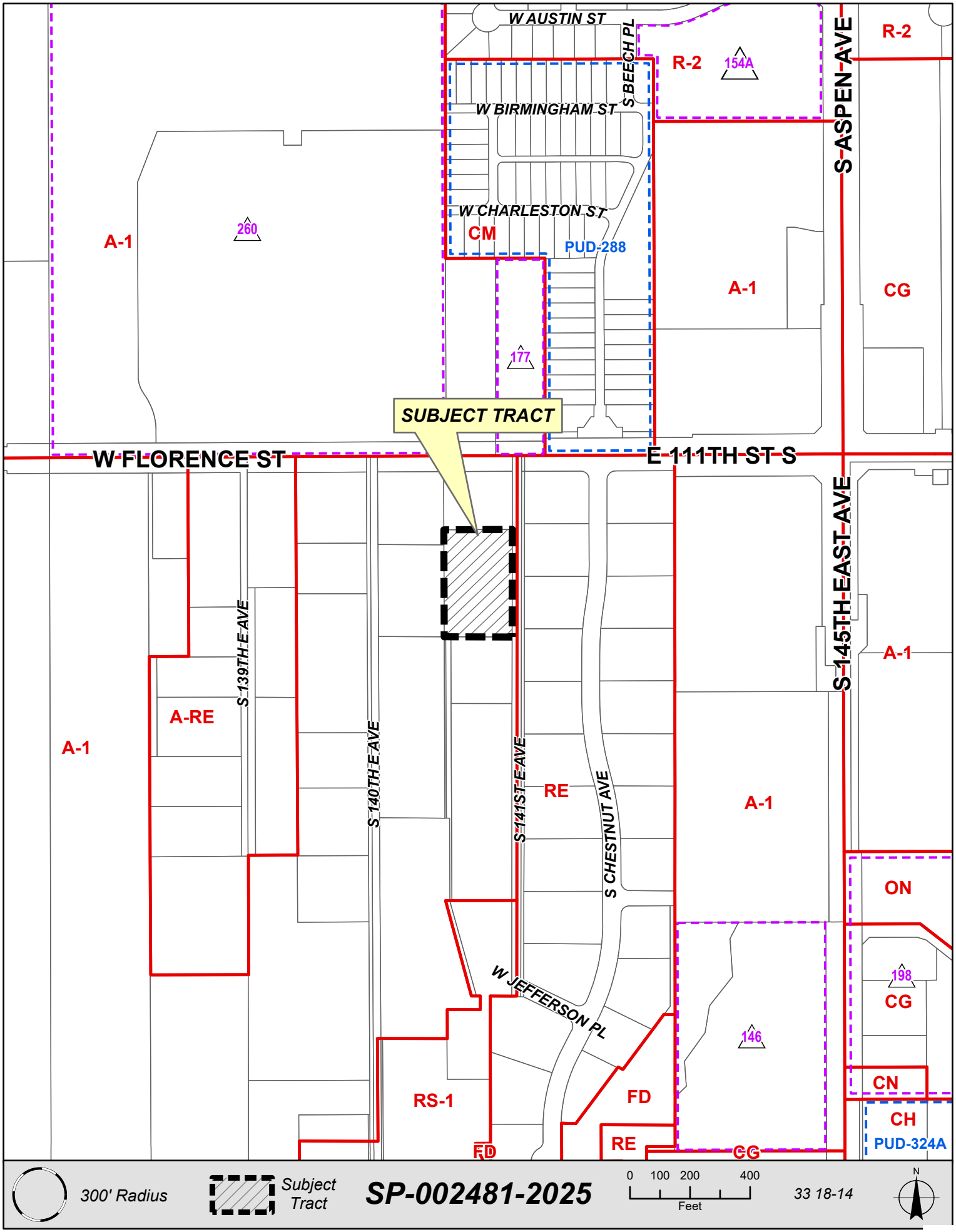
Attachments: Case map
Aerial map
Conceptual Site Plan

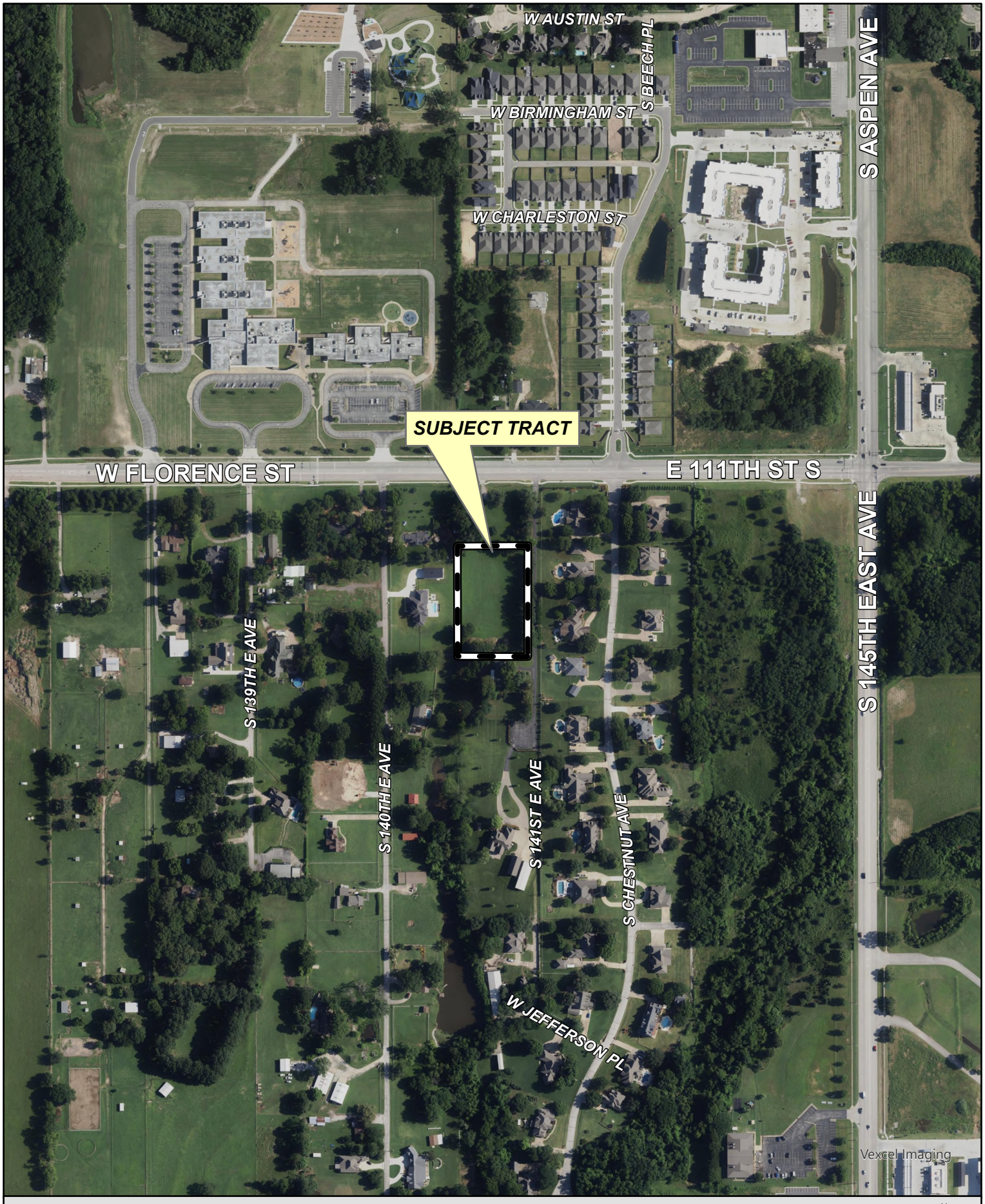
Recommendation:
Based on the current lot size, the location of the property, and the surrounding land uses, Staff recommends that SP-002481-2025 be approved granting a Conditional Use Permit for the construction of an accessory structure with a maximum floor area of 3,200 square feet at the subject property.

Reviewed By: **Jane Wyrick**

Approved By: **Rocky Henkel**

JAJ


W AUSTIN ST
S BEECH PL
R-2
154A
S ASPEN AVE
W BIRMINGHAM ST
W CHARLESTON ST
CM
PUD-288
260
A-1
177
CG
SUBJECT TRACT
W FLORENCE ST
E 111TH ST S
S 145TH EAST AVE
S 139TH E AVE
A-RE
S 140TH E AVE
S 141ST E AVE
RE
S CHESTNUT AVE
ON
198
CG
W JEFFERSON PL
146
CN
RS-1
FD
CH
PUD-324A
300' Radius
Subject Tract
SP-002481-2025
0 100 200 400
Feet
33 18-14
N



Note: Graphic overlays may not precisely align with physical features on the ground. Aerial Photo Date: 2024

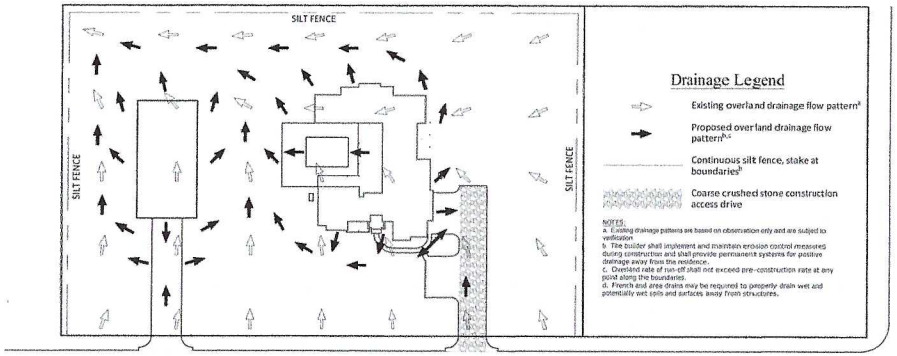
Subject Tract

SP-002481-2025

0 100 200 400
Feet

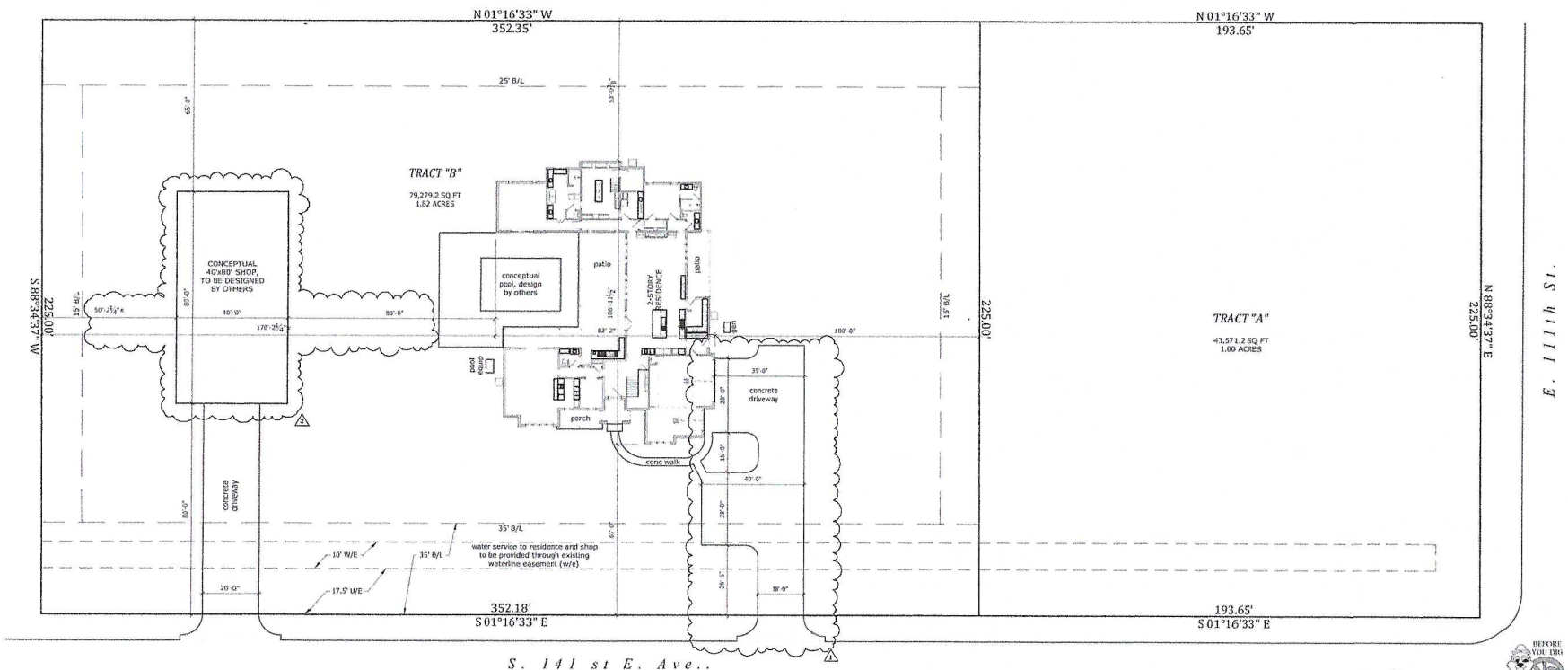
33 18-14

N



DRAINAGE PLAN - 1"=40'-0"

PLOT PLAN NOTES:
PLOT PLAN BOUNDARIES, EXISTING STRUCTURES, EASEMENTS AND SETBACKS WERE INTERPRETED FROM INFORMATION PROVIDED BY OTHERS AND IS SUBJECT TO VERIFICATION. THE OWNER AND BUILDER SHALL NOTIFY THE ARCHITECT IMMEDIATELY UPON DISCOVERY OF ANY DISCREPANCIES IN THE DRAWINGS AND/OR EXISTING CONDITIONS. THE OWNER OR BUILDER IS RESPONSIBLE FOR OBTAINING CURRENTLY RECORDED PLAT FROM THE COUNTY, FOR SURVEYING THE PROPERTY BOUNDARIES, FOR STAKING THE RESIDENCE CORNERS AND SETTING THE FINISH FLOOR ELEVATION. THE BUILDER SHALL IMPLEMENT AND MAINTAIN EROSION CONTROL MEASURES DURING CONSTRUCTION AND SHALL PROVIDE PERMANENT SYSTEMS FOR POSITIVE DRAINAGE AWAY FROM THE RESIDENCE. OVERLAND RATE OF RUN-OFF SHALL NOT EXCEED PRE-CONSTRUCTION RATE. DIMENSIONS OF AND TO THE RESIDENCE STRUCTURE, ON THIS PLAN ONLY, ARE FROM PROPERTY LINE TO PERIMETER FACE OF MASONRY.



PLOT PLAN - 1"=20'-0"

CALL OKIE 811 (800) 522-6543

BLAKE A. BURKS
Architect, PLLC
5705 EAST 71ST ST, STE 240
TULSA, OKLAHOMA 74136
TEL: (918) 949-3255
burksarchitect.com

STATE OF OKLAHOMA — BLAKE ALAN BURKS — REGISTERED ARCHITECT — 9/19/25

WARNING: DOCUMENTS PROVIDED BY THE ARCHITECT WITHOUT SEAL, SIGNATURE AND DATE ARE SKETCH, CONCEPTUAL, SCHEMATIC, PRELIMINARY, BACKGROUND, OR PROTOTYPE DOCUMENTS FOR REFERENCE, REVIEW AND ESTIMATING ONLY. USE ONLY DOCUMENTS WITH SEAL, SIGNATURE AND DATE FOR ASSOCIATION AND REGULATORY REVIEW, APPROVALS, PERMITS, AND FOR BIDDING AND CONSTRUCTION.

Project:

POPE RESIDENCE

TRACT "B"
13850 E 111 ST S
BROKEN ARROW
TULSA CO, OKLAHOMA

FOR

JAY & KIM POPE
(713) 679-4634
JAY.POPE139@GMAIL.COM

DOCUMENTS PREPARED BY THE ARCHITECT ARE INSTRUMENTS OF THIS SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND SHALL NOT BE USED BY ANY PERSON OR ENTITY FOR ANY OTHER PROJECT OR ADDITIONS TO THIS PROJECT OR FOR COMPLETION OF THIS PROJECT BY OTHERS EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO THE ARCHITECT. ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT, IN THE DOCUMENTS, DRAWINGS AND MODELS PREPARED BY THE ARCHITECT IS SHALL NOT, AND SHALL NOT BE DEEMED TO, GIVE, SELL OR TRANSFER TO ANY OWNER OR OTHER PERSON OR ENTITY ANY RIGHTS IN THE ARCHITECT'S DOCUMENTS, WHETHER OR NOT THE PROJECT FOR WHICH THEY WERE PREPARED IS COMPLETED, WITHOUT LIMITING THE FOREGOING, THESE DOCUMENTS SHALL NOT BE USED BY ANY OWNER OR OTHER PERSON OR ENTITY FOR ANY PURPOSE RELATING TO THE PROJECT IN THE EVENT THE OWNER SHALL FAIL TO PERFORM FULLY ITS OBLIGATIONS UNDER THE AGREEMENT WITH THE ARCHITECT OR THE ARCHITECT TERMINATES THE AGREEMENT FOR CAUSE PURSUANT TO ITS TERMS. ANY UNAUTHORIZED USE OF THE DOCUMENTS SHALL BE AT THE OWNER'S AND RECIPIENT'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO THE ARCHITECT, AND THE OWNER AND RECIPIENT SHALL INDEMNIFY AND HOLD THE ARCHITECT HARMLESS FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING THEREFROM. ANY MODIFICATION OF THE DOCUMENTS WITHOUT THE WRITTEN AUTHORIZATION OF THE ARCHITECT SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO THE ARCHITECT, AND THE USER SHALL INDEMNIFY AND HOLD THE ARCHITECT HARMLESS FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING THEREFROM. © BLAKE A. BURKS, ARCHITECT

Project No.:	.
Drawn By:	BB
Scale:	.
Date:	03.05.2025 - A
Revisions:	
1	03.06.2025 - A
2	09.19.2025 - A
3	
4	
5	
6	
7	
8	
9	
10	

City of Broken Arrow

Request for Action

File #: 25-1705, **Version:** 1

Broken Arrow City Council
12-02-2025

Title:

Approval of COA-002492-2025, The Bank N.A., Change of Access, approximately 0.87 acres, Northeast Crossroads PUD-175, located at the northeast corner of Kenosha Street (71st Street) and North 37th Street (209th East Avenue**)**

Background:

COA-002492-2025 is a request to amend the platted limits of no access on 37th Street for a proposed bank. The property has been platted as part of Lot 2, Block 2, Northeast Crossroads, is zoned PUD-175 and is located at the northeast corner of Kenosha Street (71st Street) and N. 37th Street (209th East Avenue).

The recorded plat for Northeast Crossroads has a Limits of No Access (LNA) access along the 37th Street frontage of Lot 2, Block 2, except for a 40' access as shown on the attached Initial Change of Access (COA) exhibit. The Change of Access was requested to accommodate existing city infrastructure to the north. This will shift the Limits of No Access 19.33' south of the original access driveway off of N. 37th Street, measuring 230.12' from the intersection of Kenosha & N. 37th Street. Staff worked with the applicant to revise the Change of Access (COA) to tighten curb radii from 20' to 15' and include both the commercial drive (24') and the two curb radii (2x 15'=30') for a total of 54' access as shown in the Revised Change of Access (COA) exhibit.

During the meeting held November 20, 2025, the Planning Commission recommended approval (4-0) of COA-002492-2025 per Staff recommendation.

Cost: $0

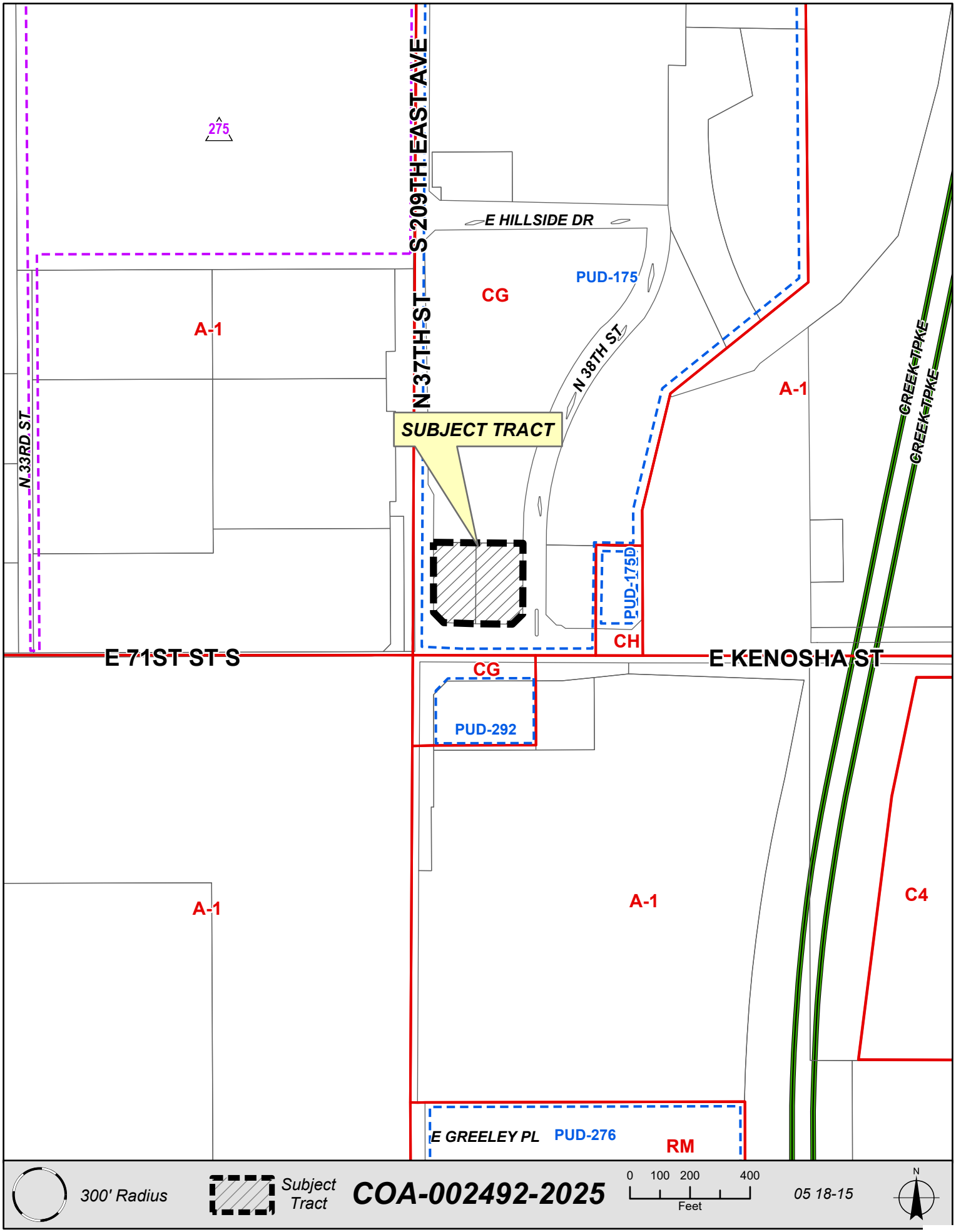
Funding Source: -

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Case Map
Aerial Map
Initial Change of Access
Revised Change of Access

Recommendation:
Approve COA-002492-2025 per Planning Commission and Staff recommendation.


275
S 209TH EAST AVE
N 37TH ST
E HILLSIDE DR
PUD-175
CG
A-1
N 38TH ST
A-1
CREEK TPKE
CREEK TPKE
N 33RD ST
SUBJECT TRACT
PUD-175D
CH
E 71ST ST S
E KENOSHA ST
CG
PUD-292
A-1
A-1
C4
E GREELEY PL
PUD-276
RM
300' Radius
Subject Tract
COA-002492-2025
0 100 200 400
Feet
05 18-15
N



Note: Graphic overlays may not precisely align with physical features on the ground. Aerial Photo Date: 2025

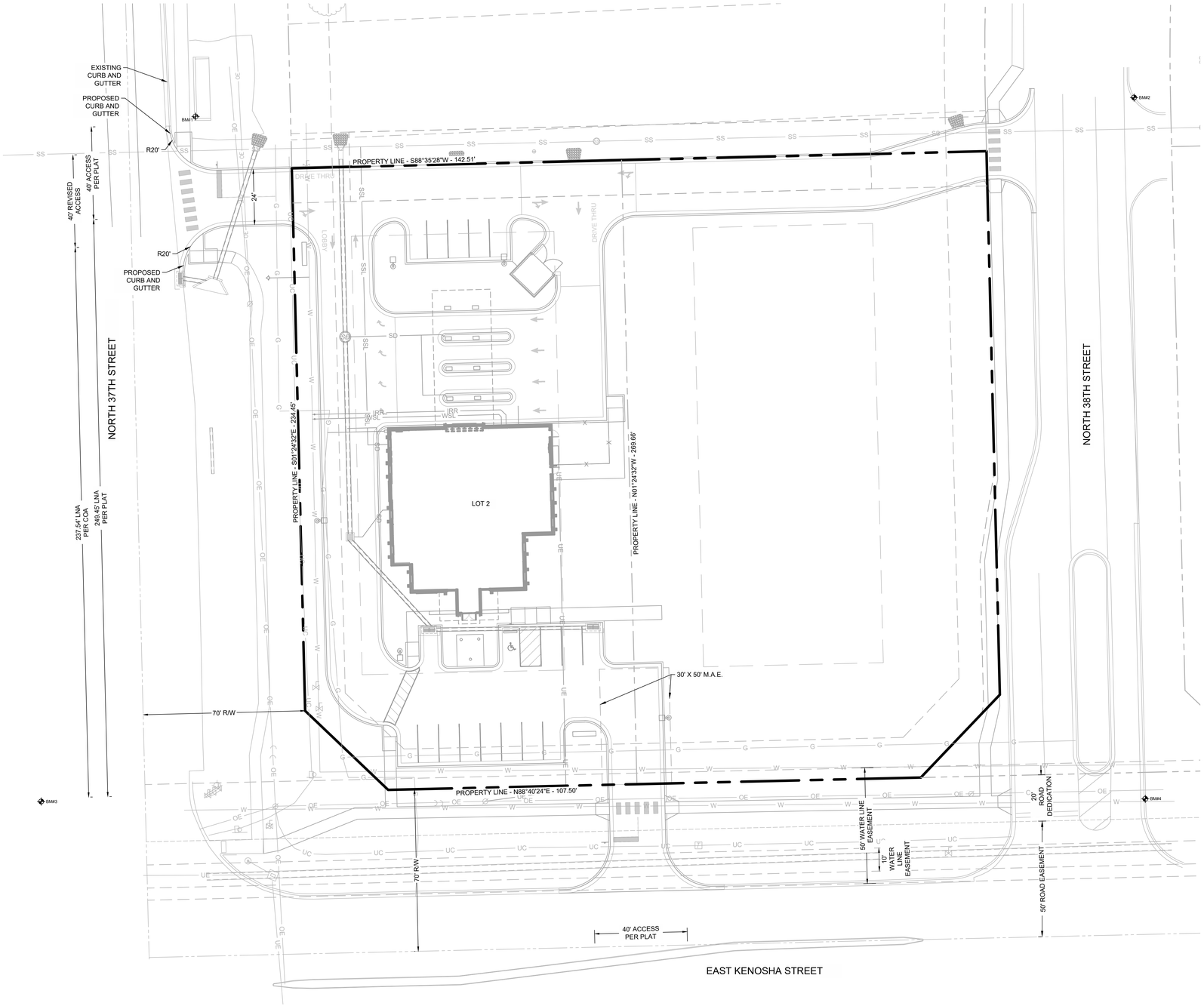
Subject Tract

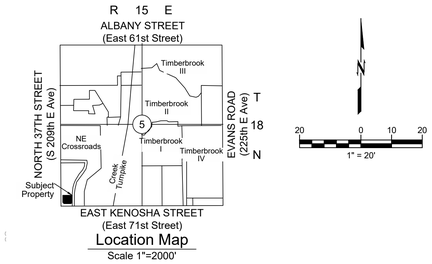
COA-002492-2025

0 100 200 400
Feet

05 18-15

N





811 Know what's below. Call before you dig.

CAUTION
NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THE LOCATION AND ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES.

wallace design collective

wallace design collective, pc
structural · civil · landscape · survey
123 north martin luther king jr. blvd.
tulsa, oklahoma 74103
918.584.5858
oklahoma ca1460
exp: 6-30-25

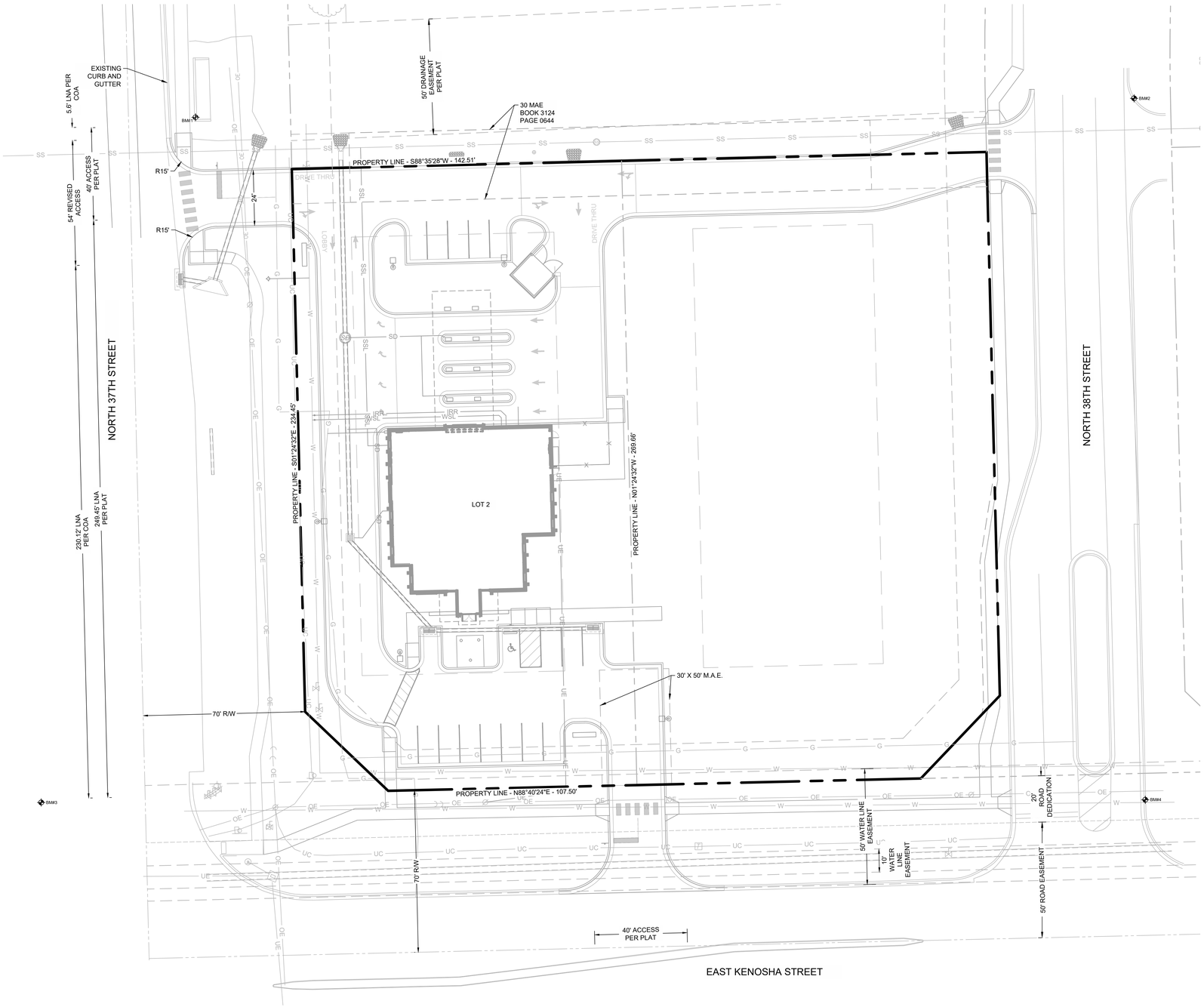
THE BANK N.A. - BROKEN ARROW BRANCH

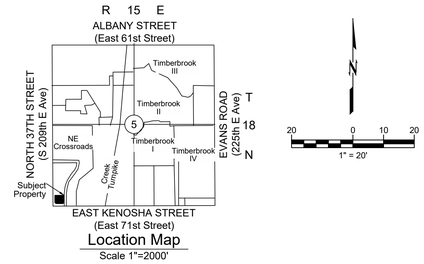
3800 E KENOSHA STREET-BROKEN ARROW OK

REV	DESCRIPTION	DATE

DATE 2025.10.10
PROJECT NO. 2440618
SHEET NAME
CHANGE OF ACCESS EXHIBIT
SHEET NO.
C000

\\Civil-Server\Projects\2440618 The Bank NA - Broken Arrow\04 Production\01 Design Drawings\2440618 COA exhibit.dwg PLOT:10/10/2025 3:30:14 PM ORIG SIZE:30"X42"





Location Map
Scale 1"=2000'

CAUTION
NOTICE TO CONTRACTOR

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THE LOCATION AND ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS ARE BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 72 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES.

811 Know what's below. Call before you dig.

wallace design collective

wallace design collective, pc
structural · civil · landscape · survey
123 north martin luther king jr. blvd.
tulsa, oklahoma 74103
918.584.5858
oklahoma ca1460
exp: 6-30-25

THE BANK N.A. - BROKEN ARROW BRANCH

3800 E KENOSHA STREET-BROKEN ARROW OK

REV	DESCRIPTION	DATE

DATE 2025.11.20
PROJECT NO. 2440618
SHEET NAME
CHANGE OF ACCESS EXHIBIT
SHEET NO.
C000

\\Civil-Server\Projects\2440618 The Bank NA - Broken Arrow\04 Production\01 Design Drawings\2440618 COA exhibit.dwg PLOT:11/20/2025 10:43:52 AM ORIG SIZE:30"X42"

City of Broken Arrow

Request for Action

File #: 25-1706, **Version:** 1

Broken Arrow City Council
12-02-2025

Title:

Approval of BAZ-002491-2025 (Rezoning), Broken Arrow Meeting House, 8.01 acres, AG (Agricultural) to ON (Office Neighborhood), located at the southwest corner of the intersection of Florence Street (111st Street) and Aspen Avenue (145th E Avenue)

Background:

BAZ-002491-2025 is a request to rezone 8.01 acres from AG (Agricultural) to ON (Office Neighborhood). The property is located at the southwest corner of the intersection of Florence Street (111th Street) and Aspen Avenue (145th E Avenue). This property is currently unplatted.

The applicant is requesting this change to the zoning designation for the purpose of the development of a place of worship. Office Neighborhood zoning is allowed in Level 4.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

Location	Comprehensive Plan	Zoning	Land Use
North	Level 4 and FD	AG	Vacant
East	Level 4 and FD	AG	Vacant
South	Levels 4, 6 and FD	AG	Vacant
West	Level 2	RE	Single-family residential

According to FEMA Maps, a portion of the southeast corner of this property is located within the 100-year floodplain. Water and Sanitary Sewer are available from the City of Broken Arrow.

During the meeting held November 20, 2025, the Planning Commission recommended approval (4-0) of BAZ-002491-2025 per Staff recommendation. Staff recommended that it be approved subject to the property being platted. During the public comment period, no one spoke in support or opposition to this request.

Cost: $0

Funding Source: -

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Published Planning Commission Staff Report
Case Map
Aerial
Current Comprehensive Plan Map
Conceptual site Plan

Recommendation:
Approve BAZ-002491-2025 per Planning Commission and Staff recommendation.

City of Broken Arrow

Request for Action

File #: 25-1642, **Version:** 1

Broken Arrow Planning Commission
11-20-2025

To:	**Chair and Commission Members**
From:	**Community Development Department**
Title:	Public hearing, consideration, and possible action regarding BAZ-002491-2025 (Rezoning), Broken Arrow Meeting House, 8.01 acres, AG (Agricultural) to ON (Office Neighborhood), located at the southwest corner of the intersection of Florence Street (111th Street) and Aspen Avenue (145th E Avenue)
Background:	
Applicant:	David Frohling, Gaskin Hill Norcross of Missouri, Inc.
Owner:	Corp Presiding Bishop of Church of Jesus Christ of Latter-Day Saints
Developer:	The Church of Jesus Christ of Latter-Day Saints
Engineer:	Gaskin Hill Norcross of Missouri, Inc.
Location:	Southwest corner of the intersection of Florence Street (111st Street) and Aspen Avenue (145th E Avenue)
Size of Tract	8.01 acres
Number of Lots:	1
Present Zoning:	AG (Agricultural)
Proposed Zoning:	ON (Office Neighborhood)
Comp Plan:	Level 4 (Commercial Employment Nodes); and FD (Greenway/Floodplain)

BAZ-002491-2025 is a request to change the zoning designation on 8.01 acres from AG (Agricultural) to ON (Office Neighborhood). The property is located at the southwest corner of Florence Street (111th Street) and Aspen Avenue (145th E Avenue).

The applicant is requesting this change to the zoning designation for the purpose of the development of a place of worship. Office neighborhood zoning is allowed in Level 4.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Comprehensive Plan	Zoning	Land Use
North	Level 4 and FD	AG	Vacant
East	Level 4 and FD	AG	Vacant
South	Levels 4, 6 and FD	AG	Vacant
West	Level 2	RE	Single-family residential

According to FEMA Maps, a portion of the southeast corner of this property is located within the 100-year floodplain. Water and Sanitary Sewer are available from the City of Broken Arrow.

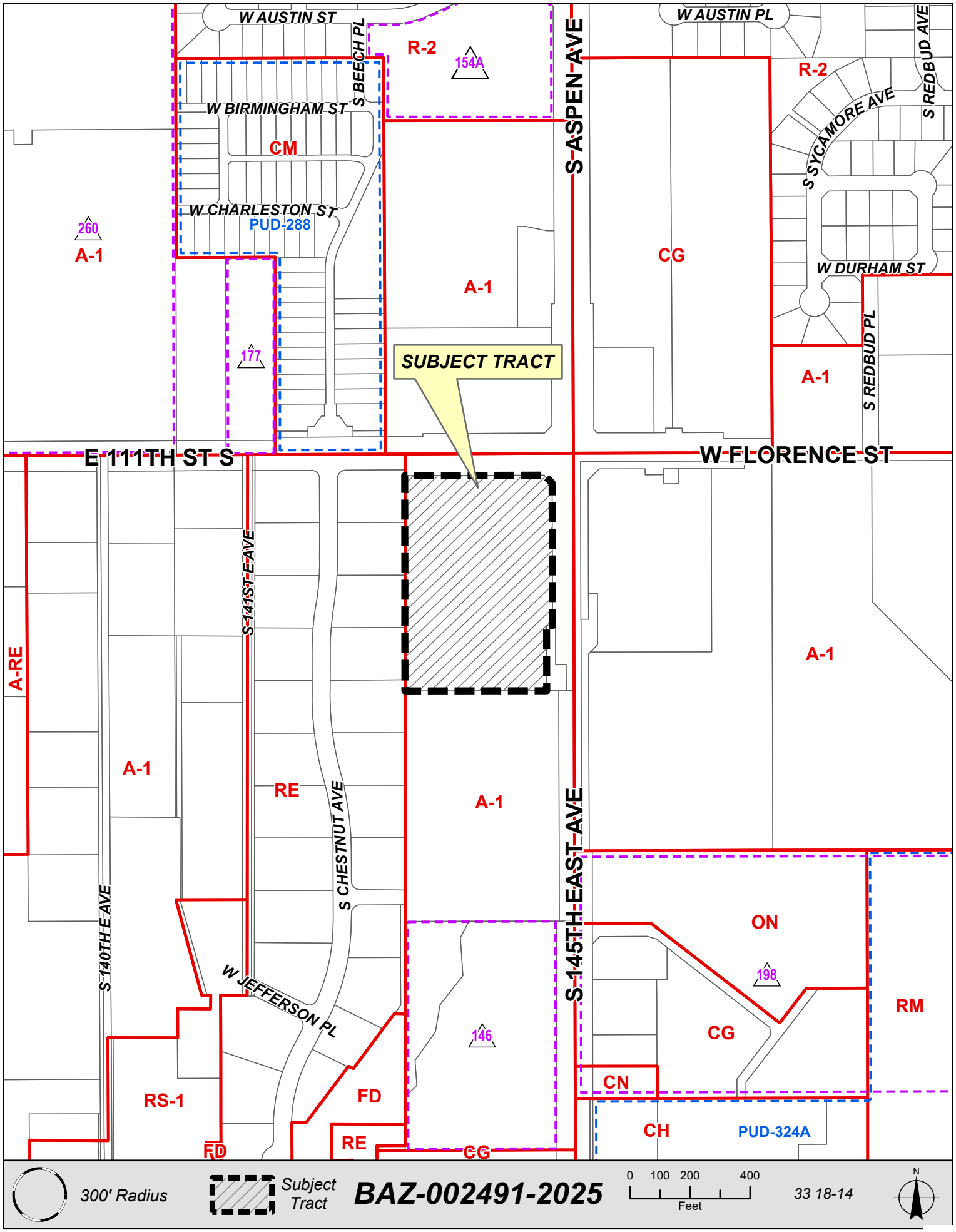
Attachments: Case Map
Aerial
Current Comprehensive Plan Map
Conceptual Site Plan

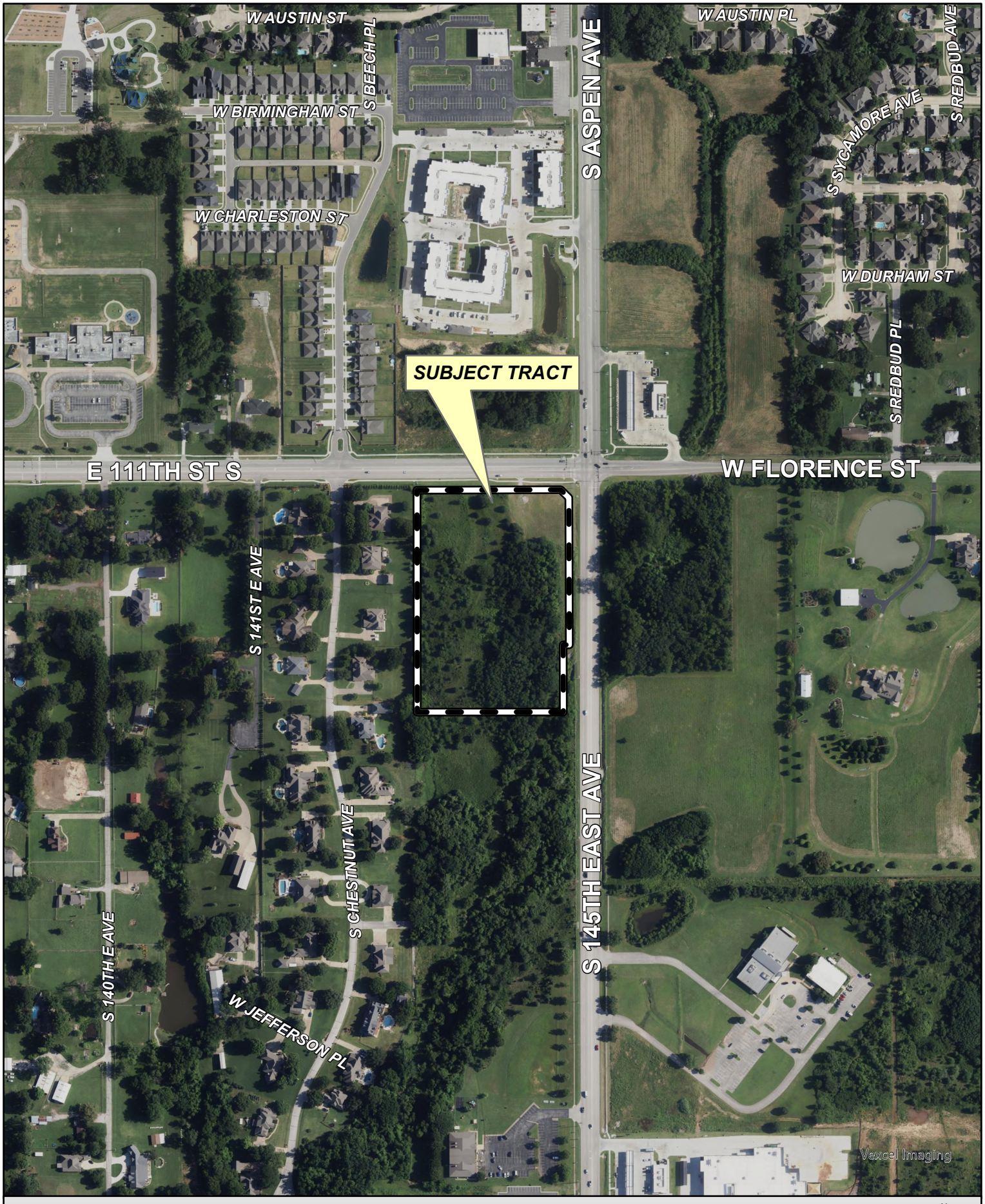
Recommendation:
Based upon the location of the property, Staff recommends that BAZ-002491-2025 be approved subject to the property being platted.

Reviewed by: Jane Wyrick

Approved by: Rocky Henkel

JMW


W AUSTIN ST
S BEECH PL
R-2
154A
W AUSTIN PL
S REDBUD AVE
S ASPEN AVE
R-2
W BIRMINGHAM ST
CM
S SYCAMORE AVE
W CHARLESTON ST
PUD-288
260
A-1
CG
W DURHAM ST
A-1
177
SUBJECT TRACT
S REDBUD PL
A-1
E 111TH ST S
W FLORENCE ST
A-RE
S 141ST E AVE
A-1
A-1
RE
S CHESTNUT AVE
A-1
S 145TH EAST AVE
ON
198
S 140TH E AVE
W JEFFERSON PL
RM
CG
146
CN
RS-1
FD
FD
RE
CG
CH
PUD-324A
300' Radius
Subject Tract
BAZ-002491-2025
0 100 200 400
Feet
33 18-14
N



Note: Graphic overlays may not precisely align with physical features on the ground.
Aerial Photo Date: 2024

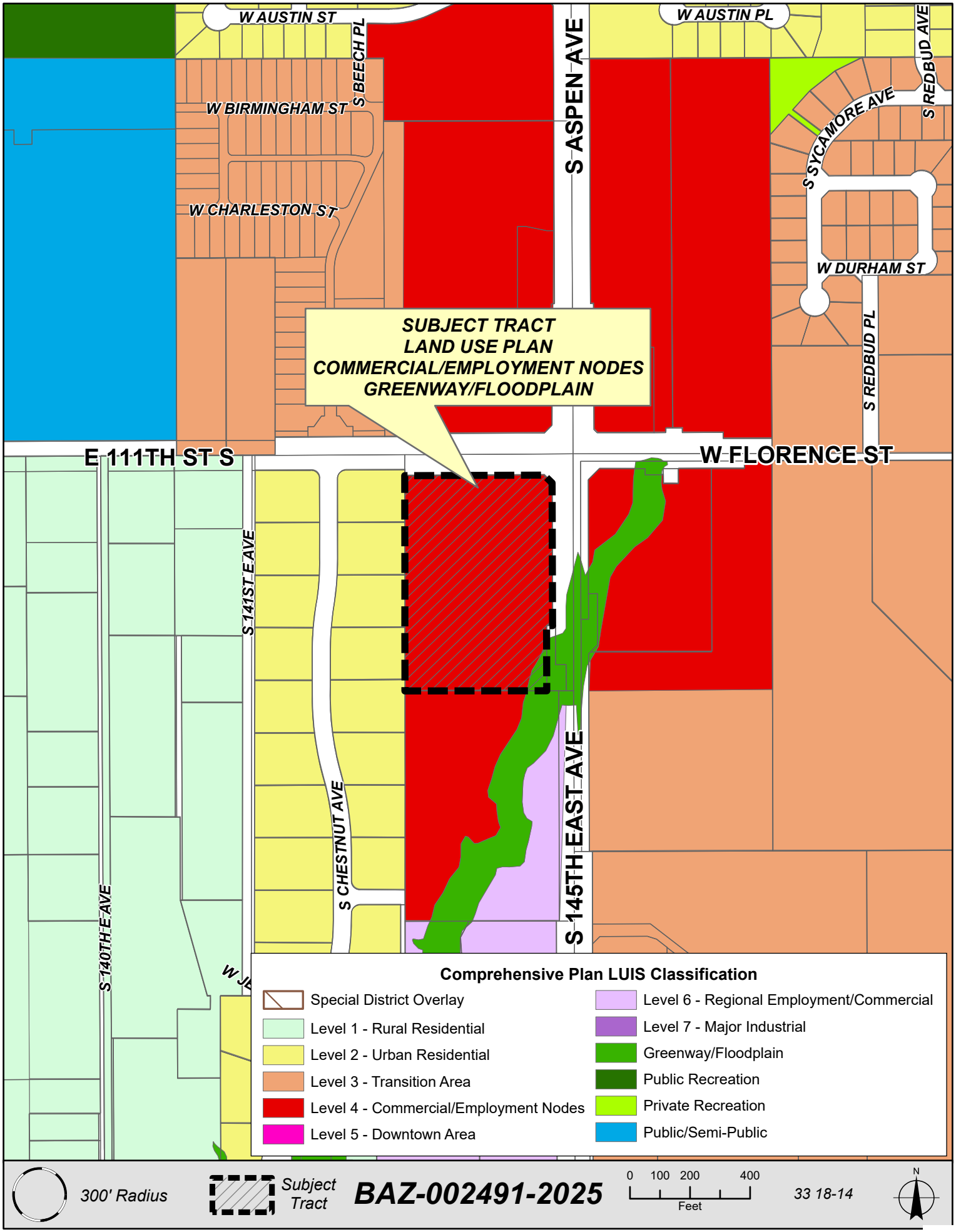
Subject Tract

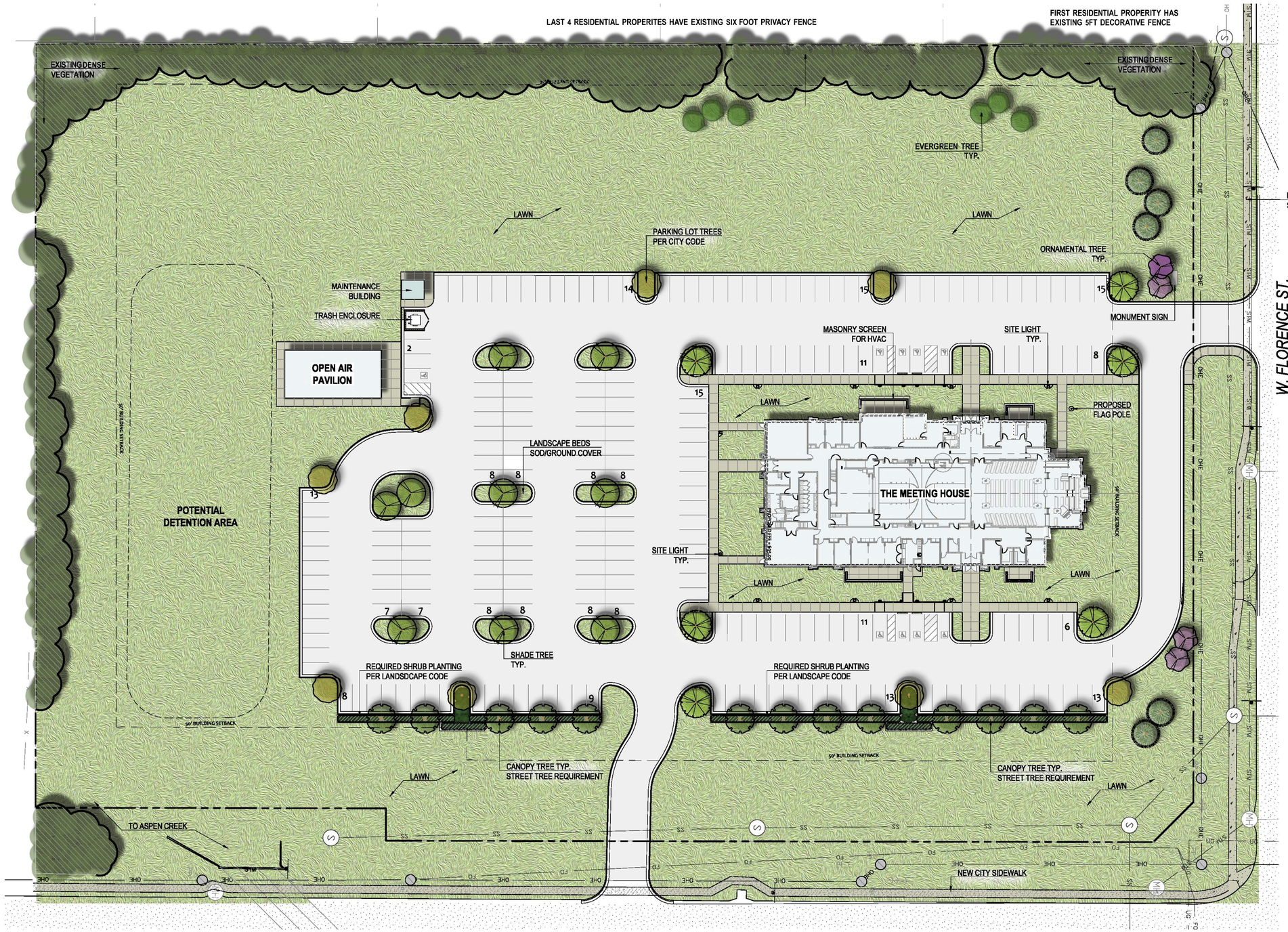
BAZ-002491-2025

0 100 200 400
Feet

33 18-14

N


W AUSTIN ST
W AUSTIN PL
S BEECH PL
S ASPEN AVE
S REDBUD AVE
W BIRMINGHAM ST
S SYCAMORE AVE
W CHARLESTON ST
W DURHAM ST
S REDBUD PL
SUBJECT TRACT
LAND USE PLAN
COMMERCIAL/EMPLOYMENT NODES
GREENWAY/FLOODPLAIN
E 111TH ST S
W FLORENCE ST
S 141ST E AVE
S CHESTNUT AVE
S 145TH EAST AVE
S 140TH E AVE
Comprehensive Plan LUIS Classification
Special District Overlay
Level 1 - Rural Residential
Level 2 - Urban Residential
Level 3 - Transition Area
Level 4 - Commercial/Employment Nodes
Level 5 - Downtown Area
Level 6 - Regional Employment/Commercial
Level 7 - Major Industrial
Greenway/Floodplain
Public Recreation
Private Recreation
Public/Semi-Public
300' Radius
Subject Tract
BAZ-002491-2025
0 100 200 400
Feet
33 18-14
N



CONCEPTUAL LANDSCAPE SITE PLAN

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS

BROKEN ARROW MEETING HOUSE 2355 W FLORENCE ST.

DATE: 10/13/25

0 30 60 feet

NORTH

GHN
GASKIN HILL NORCROSS OF MISSOURI, INC.
300 South Jefferson Avenue, Suite 301, Springfield, MO 65806
417.869.0719 www.ghnae.com

ALABACK DESIGN
LANDSCAPE ARCHITECTS

PRELIMINARY TREE LIST

PLANT SELECTIONS WILL BE REQUIRED, BUT WILL INCLUDE THOSE FROM THE APPROVED CITY LIST AND OTHER APPROPRIATE VARIETIES.

SHADE/CANOPY TREES	SIZE
BOSQUE ELM SHUMARD OAK BALD CYPRESS CHINESE PISTACHE	2" MIN. CALIPER
FLOWERING/ORNAMENTAL TREE	
REDBUD SERVICEBERRY FLOWERING CRABAPPLE CRAPE MYRTLE	1-1/2" MIN. CALIPER
EVERGREEN TREE	
NELLIE R STEVENS HOLLY TAYLOR JUNIPER LOBLOLLY PINE	6-7' MIN. HEIGHT
SHRUBS	
GREY OWL JUNIPER, BURFORD HOLLY, BOXWOOD, ABELIA, HYDRANGEA, SPIREA, RED YUCCA, KARL FOERSTER GRASS	3 GAL. MIN.

LANDSCAPE CODE REQUIREMENTS

CITY OF BROKEN ARROW CHAPTER 5 DEVELOPMENT STANDARDS
SITE ZONING - OFFICE NEIGHBORHOOD

PERCENTAGE OF LOT LANDSCAPED (SOD & LANDSCAPE BED):
TOTAL LOT: 348,207 FT^2
LANDSCAPED AREA: 123,459 FT^2 (35.6% LANDSCAPED)

FRONTAGE TREE REQUIREMENTS	REQUIRED	PROVIDED
1 TREE PER 50 LF ALONG S. ASPEN AVE 664 LF / 50 LF	14	14
1 TREE PER 50 LF ALONG FLORENCE 437 LF / 50 LF	9	10

FRONTAGE PARKING SCREENING REQUIREMENTS	REQUIRED	PROVIDED
10 SHRUBS PER 50 LF OF PARKING ON FRONTAGE 391 LF / 50 LF	78	80

PARKING LOT TREE REQUIREMENTS	REQUIRED	PROVIDED
1 TREE PER 15 PARKING SPACES	16	23
ALL PARKING SPACES WITHIN 75' OF A TREE	✓	✓

FENCING	REQUIRED	PROVIDED
8' OPAQUE FENCE ADJACENT TO RESIDENTIAL	✓	✓

NOTE: ADJACENT RESIDENTIAL ZONING WILL BE SCREENED BY AN 8' OPAQUE FENCE AND A 10' WIDE BUFFER WITH EVERGREEN TREES AT 20' O.C. WE WILL UTILIZE EXISTING TREES TO PROVIDE A BUFFER WHERE APPLICABLE.

NOTE: REQUIRED LANDSCAPING WILL BE IRRIGATED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH BOTH SPRAY AND DRIP AREAS.

NOTE: ALL TREES ARE AT LEAST 10 FEET AWAY FROM ANY FIRE HYDRANT AND ALL MEDIUM TO LARGE TREES ARE AT LEAST 20' FROM ANY OVERHEAD UTILITY LINES AND AT LEAST 5 FEET FROM ANY PUBLIC UNDERGROUND UTILITY LINES.

City of Broken Arrow

Request for Action

File #: 25-1647, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

Title:

Approval of and authorization to execute Resolution No. 1724, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 11.0, consisting of 3,826 square feet of permanent Right-of-Way located at 4677 South 209th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Christian Cubero, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 11.0 (Project No. ST21390)

Background:

The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Christian Cubero the owner. Parcel 11.0 consists of 3,826 square feet of permanent Right-of-Way, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, State of Oklahoma. Christian Cubero has accepted the following offer, made subject to City Council approval:

Permanent Right of Way: 0.09 Acres @ $71,000/Acre = $6,390
Improvements Acquired: Large Trees 2 each @ $1,000 each = $2,000; Crepe Myrtle Bushes 4 each @ $400.00 each = $1,600; 8’ x 25’ gravel drive 200 SF x $2.00/SF = $400; 9’ x 25’ gravel drive 225 SF x $2.00/SF = $450
Total Improvements Acquired $4,450
Proximity damages: $10,164
Cost to cure Damages: Install tree/bush or fence line: 1 x $3,000 each = $3,000
Settlement Cost: $2,973

Total Just Compensation Amount (Rounded) = $26,980

A copy of the signed acceptance of the City’s offer is attached, as is the General Warranty Deed.

Payment of the compensation is on the December 2, 2025 City Council Claims List.

Cost: $26,980.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager’s Office

Attachments: Resolution No. 1724
Acceptance Letter
General Warranty Deed
Conditions and Request for Payment
Affidavit

Recommendation:
Approve and authorize execution of Resolution No. 1724

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

RECEIVED
NOV 12 2025

October 15, 2025

CHRISTIAN CUBERO
4677 S 209TH E AVE
BROKEN ARROW, OK 74014

RE: 37TH STREET ROADWAY WIDENING FROM OMAHA ST TO DEARBORN ST
PROJECT NO. ST21390 PROJECT PARCEL #: 11.0 FINAL OFFER LETTER

Mr. Cubero,

Representatives of the Department of Engineering and Construction have kept me apprised of the discussions regarding the proposed easement acquisition of your property in relation to the proposed **street widening** project. After reviewing your response to the City's offer, I am prepared to make the following offer in accordance with your verbal request subject to City Council approval:

Permanent Right of Way: 0.09 Acres @ $71,000/Acre = $6,390
Improvements Acquired: Large Trees 2 each @ $1,000 each = $2,000; Crepe Myrtle Bushes 4 each @ $400.00 each = $1,600; 8' x 25' gravel drive 200 SF x $2.00/SF = $400; 9' x 25' gravel drive 225 SF x $2.00/SF = $450 Total Improvements Acquired $4,450
Proximity damages: $10,164
Cost to cure Damages: Install tree/bush or fence line: 1 x $3,000 each = $3,000
Settlement Cost: $2,973

Total Just Compensation Amount (Rounded) = $26,980

By your signature on this letter, you have accepted the City's offer of $26,980.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. If you have any questions about this offer, please contact a Right-of-Way Agent:

Amy O'Laughlin: aolaughlin@brokenarrowok.gov, or 539.529.4970

Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

Christian Cubero 11-4-25

MLS/ao
enc

AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

By: _____ 11-12-25
Christian Cubero

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12th day of November, 2025, personally appeared CHRISTIAN CUBERO, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

_____
NOTARY PUBLIC

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Terms for Payment:

Owner's request for payment in the amount of: $26,980.00

Owner's Mailing Address: 4677 S 209th E Ave, Broken Arrow, OK 74014

Owner Requests Check:

- ☐ Mailed to above address
- ☐ Mailed to above address by Certified Mail
- ☒ Call me and I will pick it up
- ☐ Delivered by Agent

Check Payable to: CHRISTIAN CUBERO

Signature/Date:

Owner/s: _____ Date: 11-12-25

Agent: _____ Date: 11-12-2025

Project: ST21390 37th Street Roadway Widening ~ Omaha St to Dearborn St
Parcel 11.0

GENERAL WARRANTY DEED

THIS INDENTURE is made this 12th day of November, 2025, between **CHRISTIAN CUBERO**, party of the first part, and CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of **WAGONER**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

11-12-25

Christian Cubero

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 12th day of November 2025, personally appeared **Christian Cubero** to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: RTS Date: 11/12/25
Project: ST21390 37th Street Roadway Widening from Omaha St to Dearborn St
Parcel 11.0

EXHIBIT A

PERMANENT RIGHT OF WAY
PARCEL NO. 11.0

LEGAL DESCRIPTION

A part of the North Half (N 1/2) of Lot 4, Block 1, Sun City III, a subdivision to Wagoner County, Oklahoma, and said part being more particularly described as follows;

Beginning at the northwest corner of said Lot 4,
thence along the grantor's north property line
North 88 degrees 39 minutes 40 seconds East a distance of 25.00 feet;
thence leaving said north property line
South 01 degrees 18 minutes 27 seconds East a distance of 153.02 feet
to the grantor's south property line;
thence along said south property line
South 88 degrees 39 minutes 36 seconds West a distance of 25.00 feet;
thence leaving said south property line
North 01 degrees 18 minutes 27 seconds West a distance of 153.00 feet
to the POINT OF BEGINNING (P.O.B.), containing 3,826 square feet, or 0.09 acres.

Bearings based on the Oklahoma State Plane Grid North Zone.

This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma. Prepared by Paul Walla, Oklahoma PLS # 1903

LICENSED PROFESSIONAL LAND SURVEYOR
03/29/25
PAUL
WALLA
1903
OKLAHOMA

Paul Walla,
Professional Land Surveyor
Oklahoma PLS # 1903
McClelland Consulting Engineers, Inc.

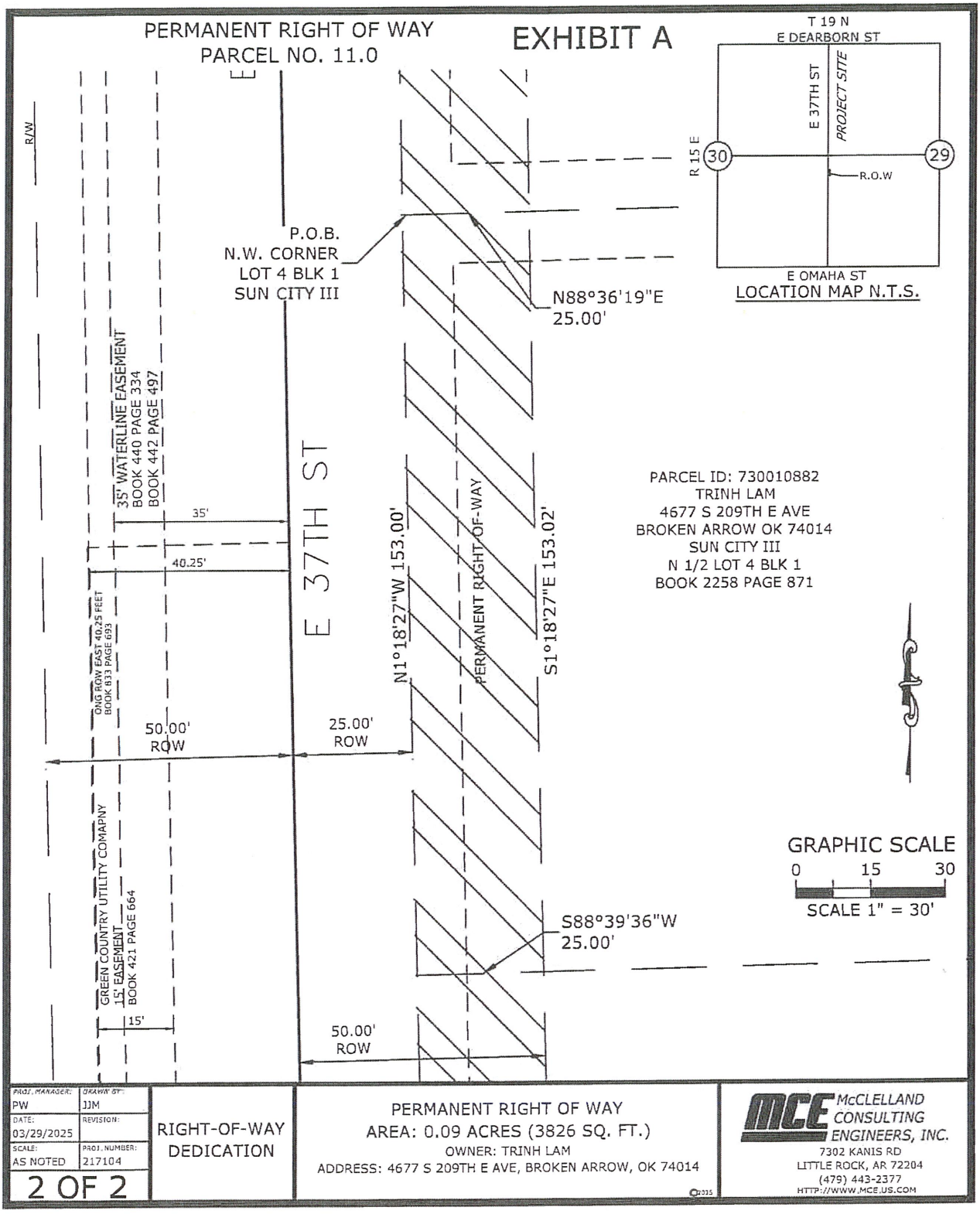
PROJ. MANAGER:	DRAWN BY:
PW	JJM
DATE:	REVISION:
03/29/2025	
SCALE:	PROJ. NUMBER:
AS NOTED	217104
1 OF 2	

RIGHT-OF-WAY DEDICATION

PERMANENT RIGHT OF WAY
AREA: 0.09 ACRES (3826 SQ. FT.)
OWNER: TRINH LAM
ADDRESS: 4677 S 209TH E AVE, BROKEN ARROW, OK 74014

©2025

MCE McCLELLAND CONSULTING ENGINEERS, INC.
7302 KANIS RD
LITTLE ROCK, AR 72204
(479) 443-2377
HTTP://WWW.MCE.US.COM


PERMANENT RIGHT OF WAY
PARCEL NO. 11.0
EXHIBIT A
T 19 N
E DEARBORN ST
E 37TH ST
PROJECT SITE
R 15 E
30
29
R.O.W
E OMAHA ST
LOCATION MAP N.T.S.
R/W
P.O.B.
N.W. CORNER
LOT 4 BLK 1
SUN CITY III
N88°36'19"E
25.00'
35' WATERLINE EASEMENT
BOOK 440 PAGE 334
BOOK 442 PAGE 497
35'
40.25'
E 37TH ST
N1°18'27"W 153.00'
PERMANENT RIGHT OF-WAY
S1°18'27"E 153.02'
ONG ROW EAST 40.25 FEET
BOOK 833 PAGE 693
50.00'
ROW
25.00'
ROW
PARCEL ID: 730010882
TRINH LAM
4677 S 209TH E AVE
BROKEN ARROW OK 74014
SUN CITY III
N 1/2 LOT 4 BLK 1
BOOK 2258 PAGE 871
GRAPHIC SCALE
0 15 30
SCALE 1" = 30'
S88°39'36"W
25.00'
GREEN COUNTRY UTILITY COMAPNY
15' EASEMENT
BOOK 421 PAGE 664
15'
50.00'
ROW
PROJ. MANAGER: PW
DRAWN BY: JJM
DATE: 03/29/2025
REVISION:
SCALE: AS NOTED
PROJ. NUMBER: 217104
2 OF 2
RIGHT-OF-WAY DEDICATION
PERMANENT RIGHT OF WAY
AREA: 0.09 ACRES (3826 SQ. FT.)
OWNER: TRINH LAM
ADDRESS: 4677 S 209TH E AVE, BROKEN ARROW, OK 74014
©2025
MCE McCLELLAND CONSULTING ENGINEERS, INC.
7302 KANIS RD
LITTLE ROCK, AR 72204
(479) 443-2377
HTTP://WWW.MCE.US.COM

RESOLUTION NO. 1724

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FROM CHRISTIAN CUBERO FOR PARCEL 11.0, WHICH CONSISTS OF 3,826 SQUARE FEET OF PERMANENT RIGHT-OF-WAY FOR THE 37TH STREET ROADWAY WIDENING FROM OMAHA STREET TO DEARBORN STREET, LOCATED AT 4677 SOUTH 209TH EAST AVENUE IN BROKEN ARROW, OKLAHOMA IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 19 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA. (PROJECT NO. ST21390)

WHEREAS, the right-of-way acquisition for the 37th Street Roadway Widening from Omaha Street to Dearborn Street has been approved as General Obligation Bond 2018; and

WHEREAS, the City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of $26,980.00 to Christian Cubero, the property owner of Parcel 11.0, which consists of 3,826 square feet of Permanent Right of Way located at 4677 South 209th East Avenue in Broken Arrow, Oklahoma; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 11.0 from Christian Cubero.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 2nd day of December, 2025.

_____

MAYOR

ATTEST:

_____

(seal) CITY CLERK

APPROVED AS TO FORM:

_____

ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 25-1648, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

Title:

Approval of and authorization to execute Resolution No. 1725 a Resolution authorizing acceptance of a General Warranty Deed for Parcel 17.0, consisting of 7,650 square feet of permanent Right-of-Way located at 4425 South 209th East Avenue in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Jose Antonio Munguia Rosas and Alejandra Alicia Pena Quezada, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 17.0 (Project No. ST21390)

Background:

The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Jose Antonio Munguia Rosas and Alejandra Alicia Pena Quezada, the owner. Parcel 17.0 consists of 7,650 square feet of permanent Right-of-Way, in the Northwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, State of Oklahoma. Jose Antonio Munguia Rosas and Alejandra Alicia Pena Quezada have accepted the following offer, made subject to City Council approval:

Permanent Right of Way: 0.18 Acres @ $74,000/Acre = $13,320

Improvement to be Acquired:
Large Trees - 2 x $1,000/each = $2,000

2 rail vinyl cross fence 25 Linear Feet (LF) x $21.00/LF = $525

15 x 18 asphalt drive 270 Square Feet (SF) x $5.00/SF = $1,350

Total: $3,875

Cost to Cure Damages:
4-foot vinyl coated chain link fence 297 LF x $25.00/LF = $7,425

4-foot vinyl coated chain link fence 38 LF x $25.00/LF = $950

walk gate 1 x $300.00/each = $300

Total: $8,675

Proximity Damages: Total: $3,822

Total Just Compensation Amount (Rounded) = $29,700

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed.

Payment of the compensation is on the December 2, 2025 City Council Claims List.

Cost: $29,700.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Resolution No. 1725
Acceptance Letter
General Warranty Deed
Conditions and Request for Payment
Affidavit

Recommendation:
Approve and authorize execution of Resolution No. 1725

October 16, 2025

JOSE ROSAS & ALEJANDRA PENA QUEZADA
4425 S 209TH E AVE
BROKEN ARROW, OK 74014

RE: 37TH STREET ROADWAY WIDENING FROM OMAHA ST TO DEARBORN ST
PROJECT NO. ST21390 PROJECT PARCEL #: 17.0 FINAL REVISED OFFER

Mr. Rosas and Ms. Quezada:

The City of Broken Arrow has completed the design phase and is beginning the easement acquisition phase on the above-named project. With a fair market value for the portion to be acquired now complete, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is made by the City, subject to City Council approval:

Permanent Right of Way: 0.18 Acres @ $74,000/Acre = $13,320

Improvement to be Acquired:
Large Trees – 2 x $1,000/each = $2,000
2 rail vinyl cross fence 25 Linear Feet (LF) x $21.00/LF = $525
15 x 18 asphalt drive 270 Square Feet (SF) x $5.00/SF = $1,350
Total: $3,875

Cost to Cure Damages:
4-foot vinyl coated chain link fence 297 LF x $25.00/LF = $7,425
4-foot vinyl coated chain link fence 38 LF x $25.00/LF = $950
walk gate 1 x $300.00/each = $300
Total: $8,675

Proximity Damages: Total: $3,822

Total Just Compensation Amount (Rounded) = $29,700

By your signature on this letter, you have accepted the City's offer of $29,700.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. If you have any questions about this offer, please contact a Right-of-Way Agent:

Karen Pax: kpax@brokenarrowok.gov or 918-259-7000 ext. 5435
Amy O'Laughlin: aolaughlin@brokenarrowok.gov, or 918-259-7000 ext. 5278

Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

MLS/ao
enc

By: Jose Antonio Munguia Rosas

By: Alejandra Alicia Pena Quezada

AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

By:_____
Jose Antonio Munguia Rosas

By:_____
Alejandra Alicia Pena Quezada

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14th day of November, 2025, personally appeared **Jose Antonio Munguia Rosas and Alejandra Alicia Pena Quezada**,, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

_____
NOTARY PUBLIC

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Owner would like a sewer connection, if possible.

Terms for Payment:

Owner's request for payment in the amount of: $29,700.00

Owner's Mailing Address: _____

Owner Requests Check:

- ☐ Mailed to above address
- ☐ Mailed to above address by Certified Mail
- ☒ Call me and I will pick it up
- ☐ Delivered by Agent

Check Payable to: Jose Antonio Munguia Rosas and Alejandra Alicia Pena Quezada

Signature/Date:

Owner/s: _____ Date: 11-14-25

11-14-25

Agent: _____ Date: 11-14-25

Project: ST21390 37th Street Roadway Widening ~ Omaha St to Dearborn St Parcel 17.0

GENERAL WARRANTY DEED

THIS INDENTURE is made this 14th day of November, 2025, between **JOSE ANTONIO MUNGUIA ROSAS and ALEJANDRA ALICIA PENA QUEZADA**, party of the first part, and CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of **WAGONER**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

Jose Antonio Munguia Rosas

Alejandra Alicia Pena Quezada

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14th day of November 2025, personally appeared **Jose Antonio Munguia Rosas and Alejandra Alicia Pena Quezada**, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: ELR Date: 11/14/25
Project: ST21390 37th Street Roadway Widening from Omaha St to Dearborn St
Parcel 17.0

EXHIBIT A

PERMANENT RIGHT OF WAY
PARCEL NO. 17.0

LEGAL DESCRIPTION

A part of Lot 3, Block 4, Sun City IV, a subdivision to Wagoner County, Oklahoma, and said part being more particularly described as follows;
Beginning at the northwest corner of said Lot 3;
thence along the grantor's north property line
North 88 degrees 50 minutes 59 seconds East a distance of 25.00 feet;
thence leaving said north property line
South 01 degrees 23 minutes 09 seconds East a distance of 305.96 feet
to the grantor's south property line;
thence along said south property line
South 88 degrees 40 minutes 01 seconds West a distance of 25.00 feet;
thence leaving said south property line
North 01 degrees 23 minutes 09 seconds West a distance of 306.04 feet
to the POINT OF BEGINNING (P.O.B.), containing 7,650 square feet or 0.18 acres.

Bearings based on the Oklahoma State Plane Grid North Zone.

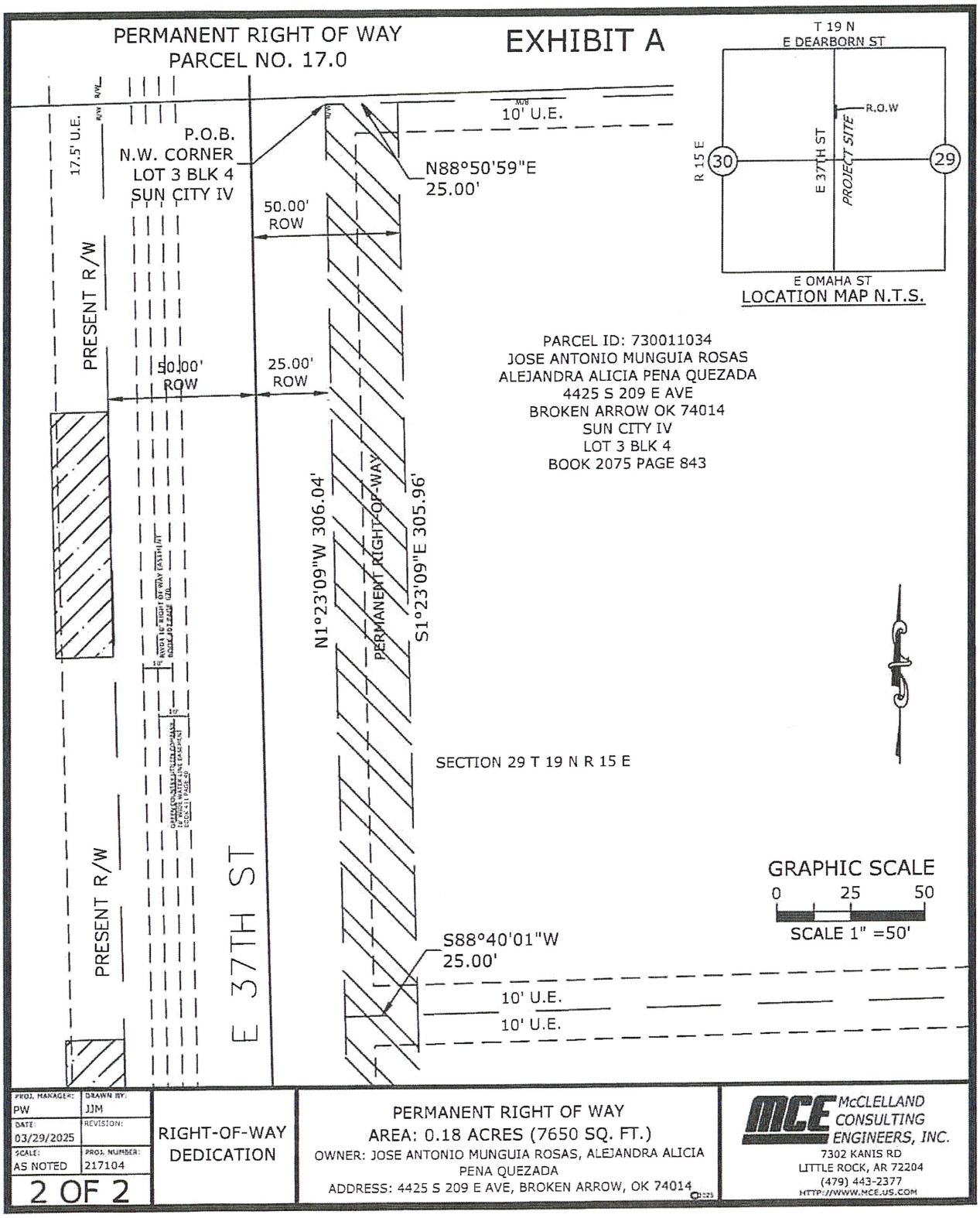
This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma. Prepared by Paul Walla, Oklahoma PLS # 1903



Paul Walla,
Professional Land Surveyor
Oklahoma PLS # 1903
McClelland Consulting Engineers, Inc.

PROJ. MANAGER: PW	DRAWN BY: JJM	RIGHT-OF-WAY DEDICATION	PERMANENT RIGHT OF WAY AREA: 0.18 ACRES (7650 SQ. FT.) OWNER: JOSE ANTONIO MUNGUIA ROSAS, ALEJANDRA ALICIA PENA QUEZADA ADDRESS: 4425 S 209 E AVE, BROKEN ARROW, OK 74014
DATE: 03/29/2025	REVISION:		
SCALE: AS NOTED	PROJ. NUMBER: 217104		
1 OF 2			

McCLELLAND CONSULTING ENGINEERS, INC.
7302 KANIS RD
LITTLE ROCK, AR 72204
(479) 443-2377
HTTP://WWW.MCE.US.COM



PROJ. MANAGER: PW	DRAWN BY: JJM
DATE: 03/29/2025	REVISION:
SCALE: AS NOTED	PROJ. NUMBER: 217104
2 OF 2	

RIGHT-OF-WAY DEDICATION

PERMANENT RIGHT OF WAY
AREA: 0.18 ACRES (7650 SQ. FT.)
OWNER: JOSE ANTONIO MUNGUIA ROSAS, ALEJANDRA ALICIA PENA QUEZADA
ADDRESS: 4425 S 209 E AVE, BROKEN ARROW, OK 74014

MCE McCLELLAND CONSULTING ENGINEERS, INC.
7302 KANIS RD
LITTLE ROCK, AR 72204
(479) 443-2377
HTTP://WWW.MCE.US.COM

RESOLUTION NO. 1725

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FROM JOSE ANTONIO MUNGUIA ROSAS AND ALEJANDRA ALICIA PENA QUEZADA, FOR PARCEL 17.0, WHICH CONSISTS OF 7,650 SQUARE FEET OF PERMANENT RIGHT-OF-WAY FOR THE 37TH STREET ROADWAY WIDENING FROM OMAHA STREET TO DEARBORN STREET, LOCATED AT 4425 SOUTH 209TH EAST AVENUE IN BROKEN ARROW, OKLAHOMA IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 19 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA. (PROJECT NO. ST21390)

WHEREAS, the right-of-way acquisition for the 37th Street Roadway Widening from Omaha Street to Dearborn Street has been approved as General Obligation Bond 2018; and

WHEREAS, the City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of $29,700.00 to Jose Antonio Munguia Rosas and Alejandra Alicia Pena Quezada, the property owners of Parcel 17.0, which consists of 7,650 square feet of Permanent Right of Way located at 4425 South 209th East Avenue in Broken Arrow, Oklahoma; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 17.0 from Jose Antonio Munguia Rosas and Alejandra Alicia Pena Quezada.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 2nd day of December, 2025.

_____

MAYOR

ATTEST:

_____

(seal) CITY CLERK

APPROVED AS TO FORM:

_____

ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 25-1650, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

Title:

Approval of and authorization to execute Resolution No. 1726, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 4.0, consisting of 3,826 square feet of permanent Right-of-Way located at 20940 East 49th Street South in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Shari L. Mobley, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 4.0 (Project No. ST21390)

Background:

The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, by Shari L. Mobley, the owner. Parcel 4.0 consists of 3,826 square feet of permanent Right-of-Way in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, State of Oklahoma. Shari L. Mobley has accepted the following offer, made subject to City Council approval:

Permanent Right of Way: 0.09 Acres @ $74,000/Acre = $6,660

Improvements Acquired: Chain link fence south boundary 25 LF x $22.75/LF = $569; 3 large trees 3 x $352/each = $1,056 Total Improvements: $1,625

Proximity Damages: $12,960

Cost to Cure Damages: New tree/fence line: $13,100; Replace large maple trees: $1,860 Total Cost to Cure: $14,960

Total Just Compensation Amount (Rounded) = $36,210.

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed.

Payment of the compensation is on the December 2, 2025 City Council Claims List.

Cost: $36,210.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Resolution No. 1726
Acceptance Letter
General Warranty Deed
Conditions and Request for Payment
Affidavit

Recommendation:
Approve and authorize execution of Resolution No. 1726

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

October 21, 2025

SHARI L MOBLEY
20940 E 49TH ST S
BROKEN ARROW, OK 74014

RE: 37TH STREET ROADWAY WIDENING FROM OMAHA ST TO DEARBORN ST
PROJECT NO. ST21390 PROJECT PARCEL #: 4.0 FINAL OFFER

Ms. Mobley,

Representatives of the Department of Engineering and Construction have kept me apprised of the discussions regarding the proposed easement acquisition of your property in relation to the proposed street widening project. After reviewing your response to the City's offer, I am prepared to make the following offer in accordance with your verbal request subject to City Council approval:

Permanent Right of Way: 0.09 Acres @ $74,000/Acre = $6,660
Improvements Acquired: Chain link fence south boundary 25 LF x $22.75/LF = $569; 3 large trees 3 x $352/each = $1,056 Total Improvements: $1,625
Proximity Damages: $12,960

Cost to Cure Damages: New tree/fence line: $13,100; Replace large maple trees: $1,860
Total Cost to Cure: $14,960

Total Just Compensation Amount (Rounded) = $36,210

By your signature on this letter, you have accepted the City's offer of $36,210.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. If you have any questions about this offer, please contact a Right-of-Way Agent:

Amy O'Laughlin: aolaughlin@brokenarrowok.gov, or 918-259-7000 ext. 5278

Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

By: Shari L Mobley

MLS/ao

AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF WAGONER)

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

By: Shari Mobley
Shari L. Mobley

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of November, 2025, personally appeared SHARI L. MOBLEY, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

Amy J. O'Laughlin
NOTARY PUBLIC

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Owner requests that staking be done along her new property line on the west and north sides, as soon as possible.

Terms for Payment:

Owner's request for payment in the amount of: ~~$34,350.00~~ $36,210.00 Adj

Owner's Mailing Address: _____

Owner Requests Check:

- ☐ Mailed to above address
- ☐ Mailed to above address by Certified Mail
- ☑ Call me and I will pick it up
- ☐ Delivered by Agent

Check Payable to: Shari L. Mobley

Signature/Date:

Owner/s: Shari Mobley Date: 11-17-2025

Agent: Amy O'Laughlin Date: 11-17-2025

Project: ST21390 37th Street Roadway Widening ~ Omaha St to Dearborn St Parcel 4.0

GENERAL WARRANTY DEED

THIS INDENTURE is made this 17th day of November 2025, between **SHARI L. MOBLEY**, party of the first part, and CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate situated in the County of **WAGONER**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

Shari L. Mobley

Shari L. Mobley

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

STATE OF OKLAHOMA)
) §
COUNTY OF WAGONER)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of November 2025, personally appeared **Shari L. Mobley** to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: RTS Date: 11/18/25
ST21390 37th Street Roadway Widening from Omaha St to Dearborn St
Parcel 4.0

EXHIBIT A

PERMANENT RIGHT OF WAY
PARCEL NO. 4.0

LEGAL DESCRIPTION

A part of the North Half (N 1/2) of Lot 5, Block 5, Sun City III, a subdivision to Wagoner County, Oklahoma, and said part being more particularly described as follows;

Beginning at the Northwest corner of the of said Lot 5,
thence along the grantor's north property line
North 88 degrees 38 minutes 10 seconds East a distance of 25.00 feet;
thence leaving said north property line
South 01 degrees 18 minutes 27 seconds East a distance of 153.02 feet
to the grantor's south property line;
thence along said south property line
South 88 degrees 39 minutes 03 seconds West a distance of 25.00 feet;
thence leaving said south property line
North 01 degrees 18 minutes 27 seconds West a distance of 153.01 feet
to the POINT OF BEGINNING (P.O.B.), containing 3,826 square feet or 0.09 acres.

Bearings based on the Oklahoma State Plane Grid North Zone

This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma. Prepared by Paul Walla, Oklahoma PLS # 1903

LICENSED PROFESSIONAL LAND SURVEYOR
03/29/25
PAUL
WALLA
1903
OKLAHOMA

Paul Walla,
Professional Land Surveyor
Oklahoma PLS # 1903
McClelland Consulting Engineers, Inc.

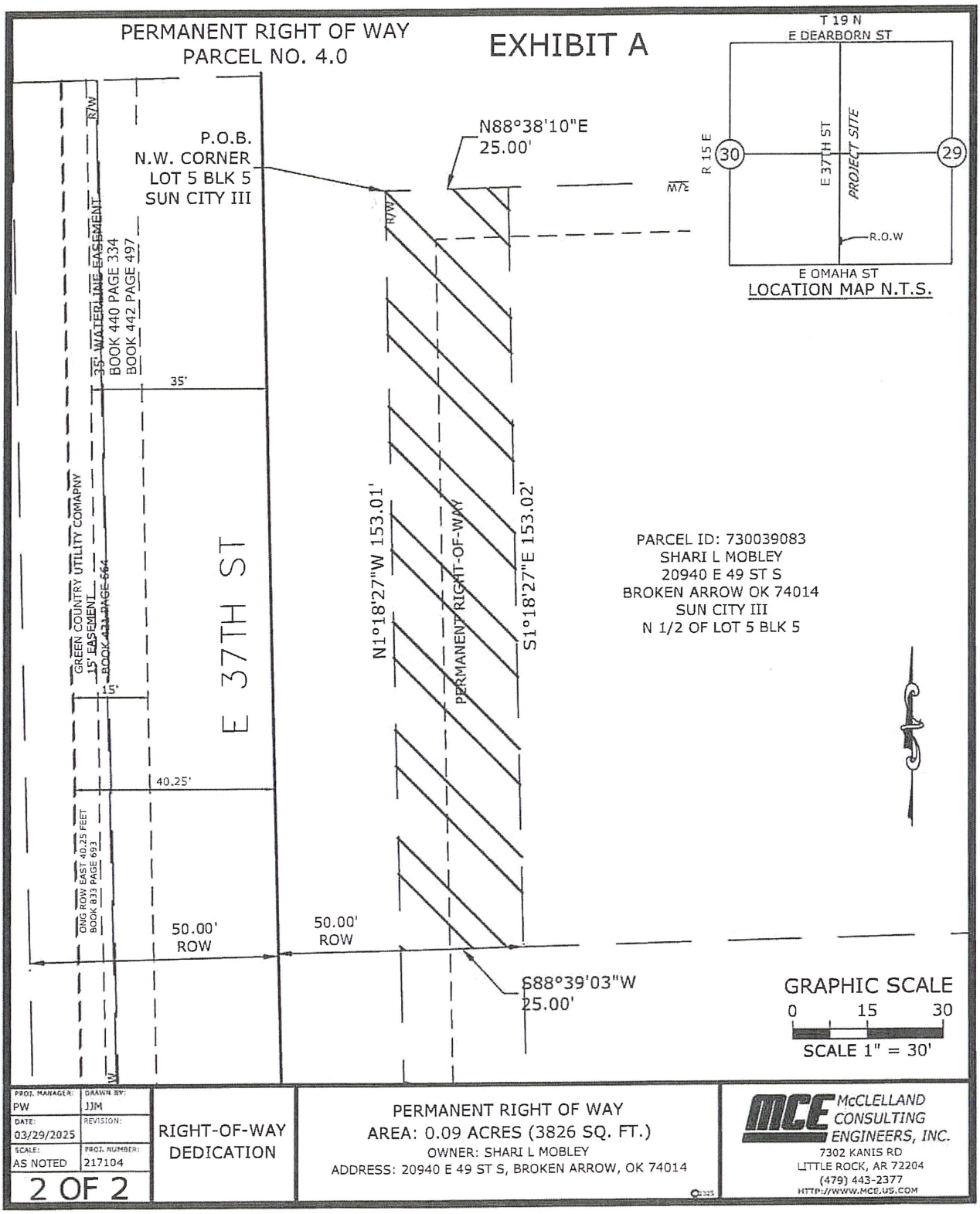
PROJ. MANAGER:	DRAWN BY:
PW	JJM
DATE:	REVISION:
03/29/2025	
SCALE:	PROJ. NUMBER:
AS NOTED	217104
1 OF 2	

RIGHT-OF-WAY DEDICATION

PERMANENT RIGHT OF WAY
AREA: 0.09 ACRES (3826 SQ. FT.)
OWNER: SHARI L MOBLEY
ADDRESS: 20940 E 49 ST S, BROKEN ARROW, OK 74014

©2025

MCE McCLELLAND CONSULTING ENGINEERS, INC.
7302 KANIS RD
LITTLE ROCK, AR 72204
(479) 443-2377
HTTP://WWW.MCE.US.COM



PROJ. MANAGER: PW	DRAWN BY: JJM
DATE: 03/29/2025	REVISION:
SCALE: AS NOTED	PROJ. NUMBER: 217104
2 OF 2	

RIGHT-OF-WAY DEDICATION

PERMANENT RIGHT OF WAY
AREA: 0.09 ACRES (3826 SQ. FT.)
OWNER: SHARI L MOBLEY
ADDRESS: 20940 E 49 ST S, BROKEN ARROW, OK 74014

MCE McCLELLAND CONSULTING ENGINEERS, INC.
7302 KANIS RD
LITTLE ROCK, AR 72204
(479) 443-2377
HTTP://WWW.MCE.US.COM

RESOLUTION NO. 1726

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FROM CHRISTIAN CUBERO FOR PARCEL 4.0, WHICH CONSISTS OF 3,826 SQUARE FEET OF PERMANENT RIGHT-OF-WAY FOR THE 37TH STREET ROADWAY WIDENING FROM OMAHA STREET TO DEARBORN STREET, LOCATED AT 20940 EAST 49TH STREET SOUTH IN BROKEN ARROW, OKLAHOMA IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 19 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA. (PROJECT NO. ST21390)

WHEREAS, the right-of-way acquisition for the 37th Street Roadway Widening from Omaha Street to Dearborn Street has been approved as General Obligation Bond 2018; and

WHEREAS, the City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of $36,210.00 to Shari L. Mobley, the property owner of Parcel 4.0, which consists of 3,826 square feet of Permanent Right of Way located at 20940 East 49th Street South in Broken Arrow, Oklahoma; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 4.0 from Shari L. Mobley.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 2nd day of December, 2025.

_____

MAYOR

ATTEST:

_____

(seal) CITY CLERK

APPROVED AS TO FORM:

_____

ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 25-1637, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

Title:

Acceptance of Utility Easements and Temporary Construction Easements from Robson Development Company, an Oklahoma Corporation, the owner, on property generally located north of Houston Street and west of South 233rd East Avenue in Broken Arrow, Oklahoma, located in the Southwest Quarter of Section 9, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma for the Park Lane Lift Station Improvements & Cambridge Estates Relief Line, Parcels 2.1, 2.2, 2.A, 2.B, 2.C, 2.D, and 2.E (Project No. S.24030)

Background:

The attached Utility Easements and Temporary Construction Easements are being donated to the City of Broken Arrow from Robson Development Company, an Oklahoma Corporation, the owner. Parcel 2.1 consists of 0.37 acres of permanent utility easement, and Parcel 2.2 consists of 0.53 acres of permanent utility easement. Temporary Construction Easements consisting of 0.48 acres for Parcel 2.A, 0.25 acres for Parcel 2.B, 0.03 acres for Parcel 2.C, 0.02 acres for Parcel 2.D, and 0.16 acres for Parcel 2.E, are being conveyed for the Park Lane Lift Station Improvements & Cambridge Estates Relief Line, located in the Southwest Quarter of Section 9, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma.

A copy of the Utility Easements and Temporary Construction Easements are attached.

Cost: $0.00

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Utility Easement
Temporary Construction Easement
Donation Certificate

Recommendation:

Accept the Utility Easements and Temporary Construction Easements.

DONATION CERTIFICATE

Project: S.24030 County: Wagoner State: OK Parcel: 2.1, 2.C, 2.D

I, the undersigned, certify that I am fully aware of the use of this parcel of property for the following purpose:

a. As a permanent right-of-way ☐
b. As a permanent easement ☒
c. As a temporary construction easement ☒

I, hereby, elect to convey use of this parcel of property to the City of Broken Arrow, Oklahoma by Donation.

X John J. Robson	John J. Robson	10/10/2025
Signature	Printed Name	Date
	Acquisition Agent	
Agent Signature	Title	Date

RECEIVED
OCT 20 2025

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, **ROBSON DEVELOPMENT COMPANY**, an Oklahoma corporation, the Owner(s), of the legal and equitable title to the following described real estate situated in Wagoner County, State of Oklahoma, for and in consideration of the sum of One Dollar ($1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in said County, to-wit:

SEE EXHIBITS "A"

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of the roadway improvements.

That the Owner(s) agree that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 27TH day of October 2025.

ROBSON DEVELOPMENT COMPANY, Inc., an Oklahoma Corporation

By: John J. Robson
John J. Robson, President

STATE OF Oklahoma)
) §
COUNTY OF Wagoner)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of October, 2025, personally appeared John J. Robson, President of ROBSON DEVELOPMENT COMPANY, Inc., an Oklahoma Corporation, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

BRIDGET HERRING
Notary Public, State of Oklahoma
Commission # 23000576
My Commission Expires 01-12-2027

Bridget Herring
NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

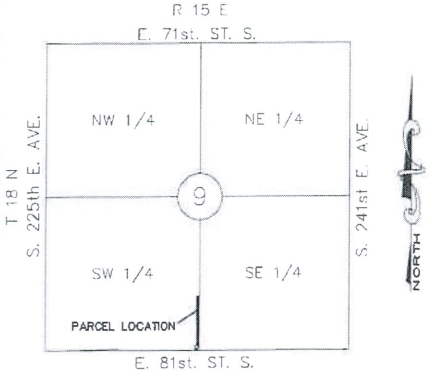
Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer ELR Date: 11/12/25
PROJECT: Park Lane Lift Station Improvements & Cambridge Estates Relief Line
Parcels 2.C, 2.D

EXHIBIT "A"



JOB NUMBER: –
PARCEL NO. 2.A
COUNTY: WAGONER

LEGAL DESCRIPTION OF RECORD:
PART OF SE/4 SW/4
SECTION 9, T18N, R15E
PERMANENT UTILITY EASEMENT – XX.XX S.F.
TEMPORARY EASEMENT – 20,754.28 S.F.

LEGEND

PROPERTY TO ACQUIRE

TEMP. CONSTRUCTION EASEMENT

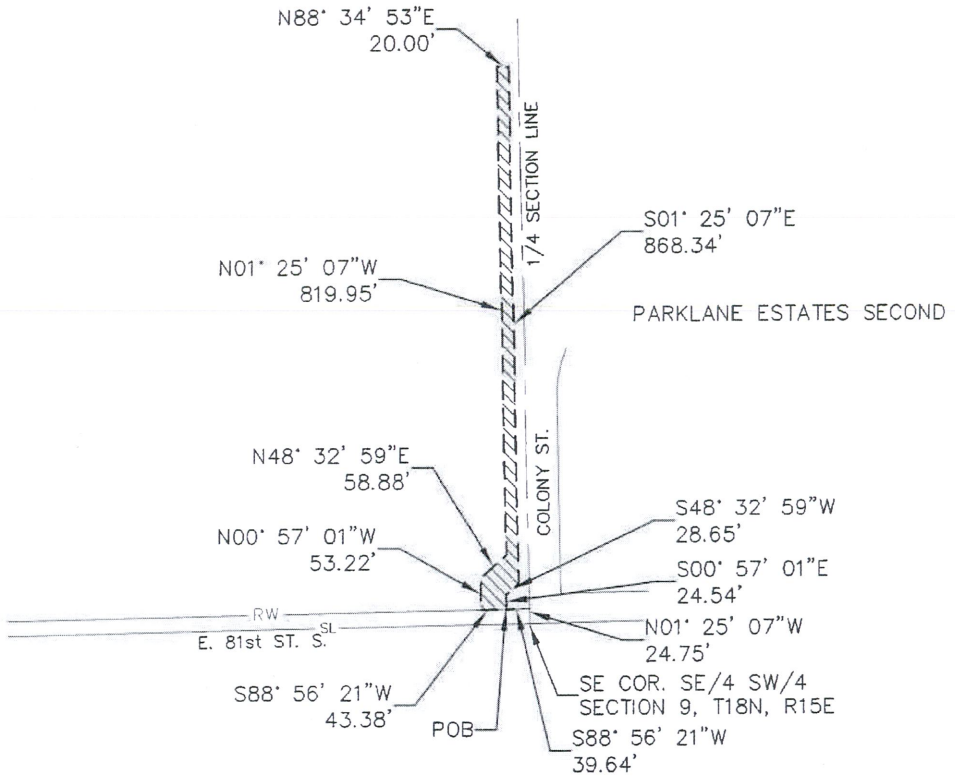
--.--' RECORDED DISTANCES

BASIS OF BEARING – STATE PLANE COORDINATE SYSTEM (NAD 83)



SCALE 1" = 300'

CHARLES W. CHASTAIN, OK. L.S. #1352



HOLLOWAY, UPDIKE AND BELLEN INC. 905–A SOUTH 9TH STREET, BROKEN ARROW, OK 918–251–0717, FAX 918–251–0754 CA #219, EXPIRES 06/30/15	TITLE:	PARK LANE LIFT STATION IMPROVEMENTS & CAMBRIDGE ESTATES RELIEF LINE	
	PROJECT:	24BAPARKLANE PROJ. # S24030	
	OWNER:	ROBSON DEVELOPMENT CO.	
	DATE:	OCTOBER 15, 2024	REVISION: NOVEMBER 11, 2024

B:\Projects\2024\24BAPARKLANE\Design\Production Plans\NEW EASEMENTS\XrefsSite.dwg, 11/11/2024 8:37:45 AM, KONICA MINOLTA C658SeriesPCL

Parcel No. 2.A
Robson Development Co,

Date Written: October 15, 2024

TEMPORARY CONSTRUCTION EASEMENT

A parcel of land lying in part of the SE1/4 SW1/4 of Section 9, Township 18 North, Range 15 East, Wagoner County, Oklahoma being more particularly described as follows:

Commencing at the Southeast corner of said SE1/4 SW1/4, thence N01°25'07"W along the East line of said SE1/4 SW1/4 24.75 feet to the northerly right-of-way line of E. 81st Street South; thence S88°56'21"W along said northerly right-of-way line 39.64 feet to the point of beginning; thence S88°56'21"W along said northerly right-of-way line 43.38 feet; thence N00°57'01"W 53.22 feet; thence N48°32'59"E 58.88 feet; thence N01°25'07"W 819.95 feet; thence N88°34'53"E 20.00 feet; thence S01°25'07"E 868.34 feet; thence S48°32'59"W 28.65 feet; thence S00°57'01"E 24.54 feet to the point of beginning.

Containing 20,754.28 square feet or 0.48 acres.

Real Property Certification

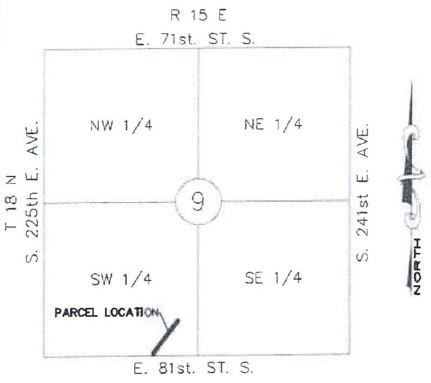
I, Charles W. Chastain, P.L.S., Holloway, Updike and Bellen, Inc., certify that the attached Temporary Construction Easement closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

10/16/24
Date

Charles W. Chastain, P.L.S.

REGISTERED LAND SURVEYOR
CHARLES W
CHASTAIN
L.S. 1352
OKLAHOMA

EXHIBIT "A"



JOB NUMBER: –
PARCEL NO. 2.B
COUNTY: WAGONER

LEGAL DESCRIPTION OF RECORD:
PART OF SE/4 SW/4
SECTION 9, T18N, R15E
PERMANENT UTILITY EASEMENT – XXXX S.F.
TEMPORARY EASEMENT – 10,940.35 S.F.

LEGEND

PROPERTY TO ACQUIRE

TEMP. CONSTRUCTION EASEMENT

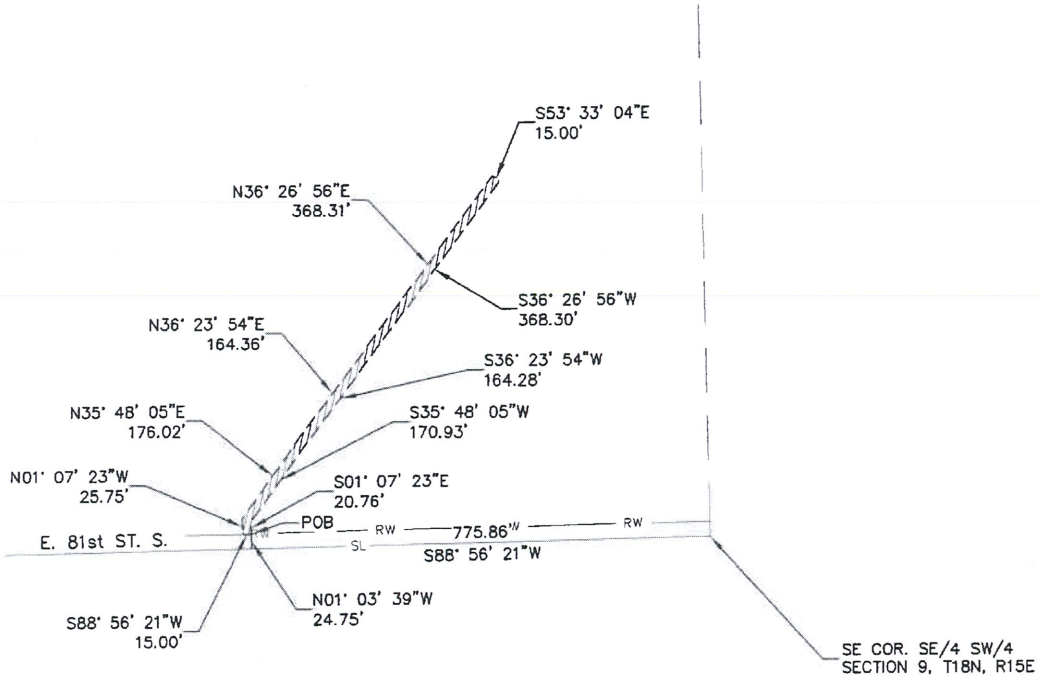
--.--' RECORDED DISTANCES

BASIS OF BEARING – STATE PLANE COORDINATE SYSTEM (NAD 83)



SCALE 1" = 300'

CHARLES W. CHASTAIN, OK. L.S. #1352



HOLLOWAY, UPDIKE AND BELLEN INC. 905–A SOUTH 9TH STREET, BROKEN ARROW, OK 918–251–0717, FAX 918–251–0754 CA #219, EXPIRES 06/30/15 ENGINEERS	TITLE:	PARK LANE LIFT STATION IMPROVEMENTS & CAMBRIDGE ESTATES RELIEF LINE	
	PROJECT:	24BAPARKLANE PROJ. # S24030	
	OWNER:	ROBSON DEVELOPMENT CO.	
	DATE:	AUGUST 13, 2025	REVISION:

Parcel No. 2.B
Robson Development Co,

Date Written: August 13, 2025

TEMPORARY CONSTRUCTION EASEMENT

A parcel of land lying in part of the SE1/4 SW1/4 of Section 9, Township 18 North, Range 15 East, Wagoner County, Oklahoma being more particularly described as follows:

Commencing at the Southeast corner of said SE1/4 SW1/4, thence S88°56'21"W along the South line of said SE1/4 SW1/4 775.86 feet; thence N01°03'39"W 24.75 feet to the point of beginning, said point being on the northerly right-of-way line of E. 81st Street South; thence S88°56'21"W along said northerly right-of-way line 15.00 feet; thence N01°07'23"W 25.75 feet; thence N35°48'05"E 176.02 feet; thence N36°23'54"E 164.36 feet; thence N36°26'56"E 368.31; thence S53°33'04"E 15.00 feet; thence S36°26'56"W 368.30 feet; thence S36°23'54"W 164.28 feet; thence S35°48'05"W 170.93 feet; thence S01°07'23"E 20.26 feet to the point of beginning.

Containing 10,940.35 square feet or 0.25 acres.

Real Property Certification

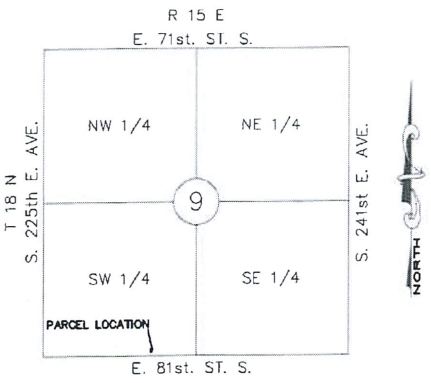
I, Charles W. Chastain, P.L.S., Holloway, Updike and Bellen, Inc., certify that the attached Temporary Construction Easement closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

8-13-25
Date

Charles W. Chastain, P.L.S. 1352

REGISTERED LAND SURVEYOR
CHARLES W CHASTAIN
L.S. 1352
OKLAHOMA

EXHIBIT "A"



JOB NUMBER: –
PARCEL NO. 2.C
COUNTY: WAGONER

LEGAL DESCRIPTION OF RECORD:
PART OF SE/4 SW/4
SECTION 9, T18N, R15E

PERMANENT UTILITY EASEMENT – XXXX
TEMPORARY EASEMENT – 1,243.88 S.F.

LEGEND

PROPERTY TO ACQUIRE

TEMP. CONSTRUCTION EASEMENT

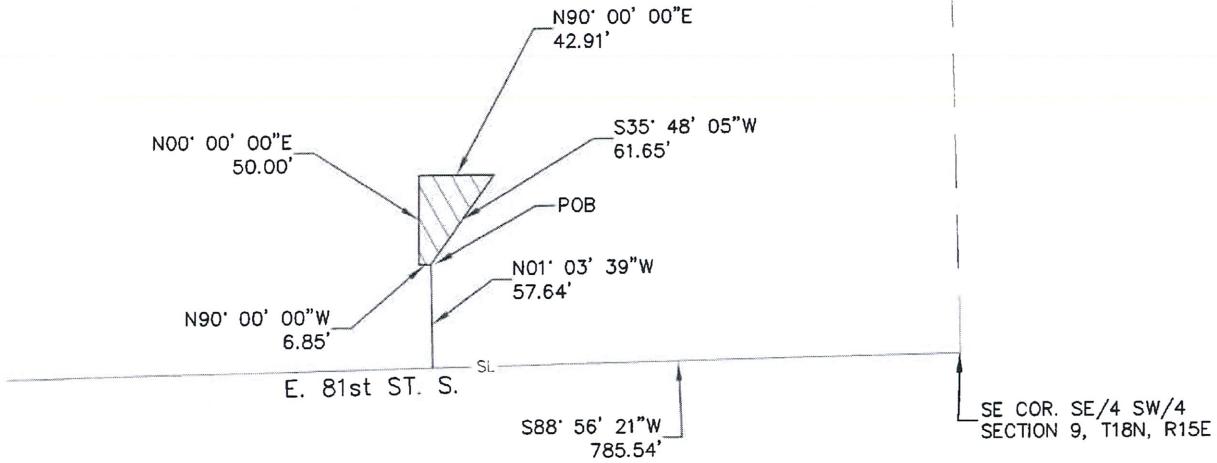
--.--' RECORDED DISTANCES

BASIS OF BEARING – STATE PLANE COORDINATE SYSTEM (NAD 83)



SCALE 1" = 100'

CHARLES W. CHASTAIN, OK. L.S. #1352



HOLLOWAY, UPDIKE AND BELLEN INC.
905–A SOUTH 9TH STREET, BROKEN ARROW, OK
918–251–0717, FAX 918–251–0754
CA #219, EXPIRES 06/30/15

TITLE:	PARK LANE LIFT STATION IMPROVEMENTS & CAMBRIDGE ESTATES RELIEF LINE		
PROJECT:	24BAPARKLANE PROJ. # S24030		
OWNER:	ROBSON DEVELOPMENT CO.		
DATE:	AUGUST 13, 2025	REVISION:	

Parcel No. 2.C
Robson Development Co,

Date Written: August 13, 2025

TEMPORARY CONSTRUCTION EASEMENT

A parcel of land lying in part of the SE1/4 SW1/4 of Section 9, Township 18 North, Range 15 East, Wagoner County, Oklahoma being more particularly described as follows:

Commencing at the Southeast corner of said SE1/4 SW1/4, thence S88°56'21"W along the South line of said SE1/4 SW1/4 785.54 feet; thence N01°03'39"W 57.64 feet to the point of beginning; thence N90°00'00"W 6.85 feet; thence N00°00'00"E 50.00 feet; thence N90°00'00"E 42.91 feet; thence S35°48'05"W 61.65 feet to the point of beginning.

Containing 1,243.88 square feet or 0.03 acres.

Real Property Certification

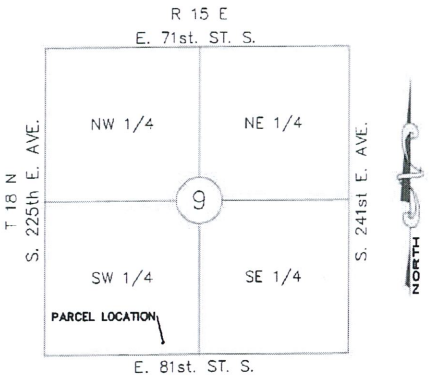
I, Charles W. Chastain, P.L.S., Holloway, Updike and Bellen, Inc., certify that the attached Temporary Construction Easement closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

8-25-25
Date

Charles W. Chastain, P.L.S. 1352



EXHIBIT "A"



JOB NUMBER: –
PARCEL NO. 2.D
COUNTY: WAGONER

LEGAL DESCRIPTION OF RECORD:
PART OF SE/4 SW/4
SECTION 9, T18N, R15E

PERMANENT UTILITY EASEMENT – XXXX
TEMPORARY EASEMENT – 736.47 S.F.

LEGEND

PROPERTY TO ACQUIRE

TEMP. CONSTRUCTION EASEMENT

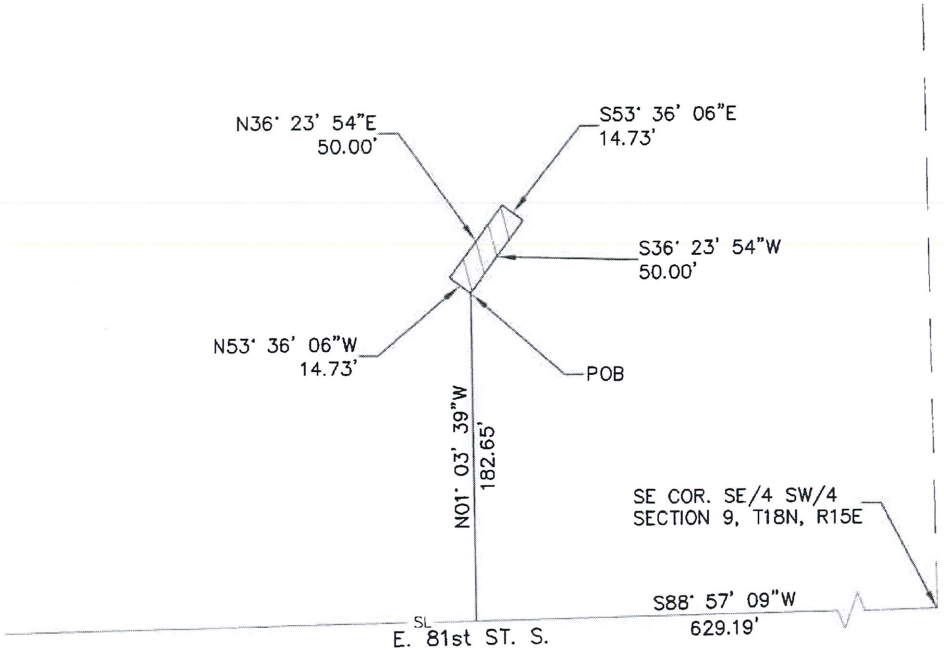
--.--' RECORDED DISTANCES

BASIS OF BEARING – STATE PLANE COORDINATE SYSTEM (NAD 83)



SCALE 1" = 100'

CHARLES W. CHASTAIN, OK. L.S. #1352



HOLLOWAY, UPDIKE AND BELLEN INC.
905–A SOUTH 9TH STREET, BROKEN ARROW, OK
918–251–0717, FAX 918–251–0754
CA #219, EXPIRES 06/30/15

TITLE:	PARK LANE LIFT STATION IMPROVEMENTS & CAMBRIDGE ESTATES RELIEF LINE		
PROJECT:	24BAPARKLANE PROJ. # S24030		
OWNER:	ROBSON DEVELOPMENT CO.		
DATE:	AUGUST 13, 2025	REVISION:	

Parcel No. 2.D
Robson Development Co,

Date Written: August 13, 2025

TEMPORARY CONSTRUCTION EASEMENT

A parcel of land lying in part of the SE1/4 SW1/4 of Section 9, Township 18 North, Range 15 East, Wagoner County, Oklahoma being more particularly described as follows:

Commencing at the Southeast corner of said SE1/4 SW1/4, thence S88°56'21"W along the South line of said SE1/4 SW1/4 629.19 feet; thence N01°03'39"W 182.65 feet to the point of beginning; thence N53°36'06"W 14.73 feet; thence N36°23'54"E 50.00 feet; thence S53°36'06"E 14.73 feet; thence S36°23'54"W 50.00 feet to the point of beginning.

Containing 736.47 square feet or 0.02 acres.

Real Property Certification

I, Charles W. Chastain, P.L.S., Holloway, Updike and Bellen, Inc., certify that the attached Temporary Construction Easement closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

8-25-25
Date

Charles W. Chastain, P.L.S. 1352

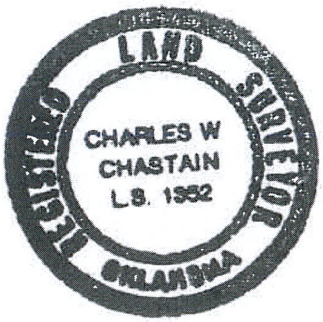
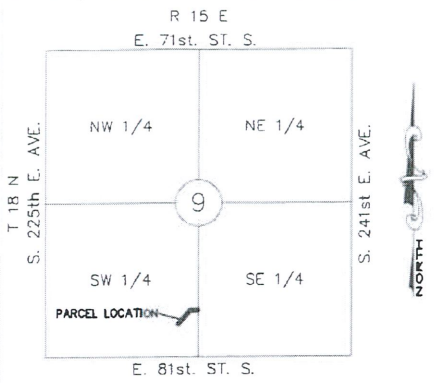


EXHIBIT "A"



JOB NUMBER: –
PARCEL NO. 2.E
COUNTY: WAGONER

LEGAL DESCRIPTION OF RECORD:
PART OF SE/4 SW/4
SECTION 9, T18N, R15E
PERMANENT UTILITY EASEMENT – XXXX S.F.
TEMPORARY EASEMENT – 6,932.87 S.F.

LEGEND

PROPERTY TO ACQUIRE

TEMP. CONSTRUCTION EASEMENT

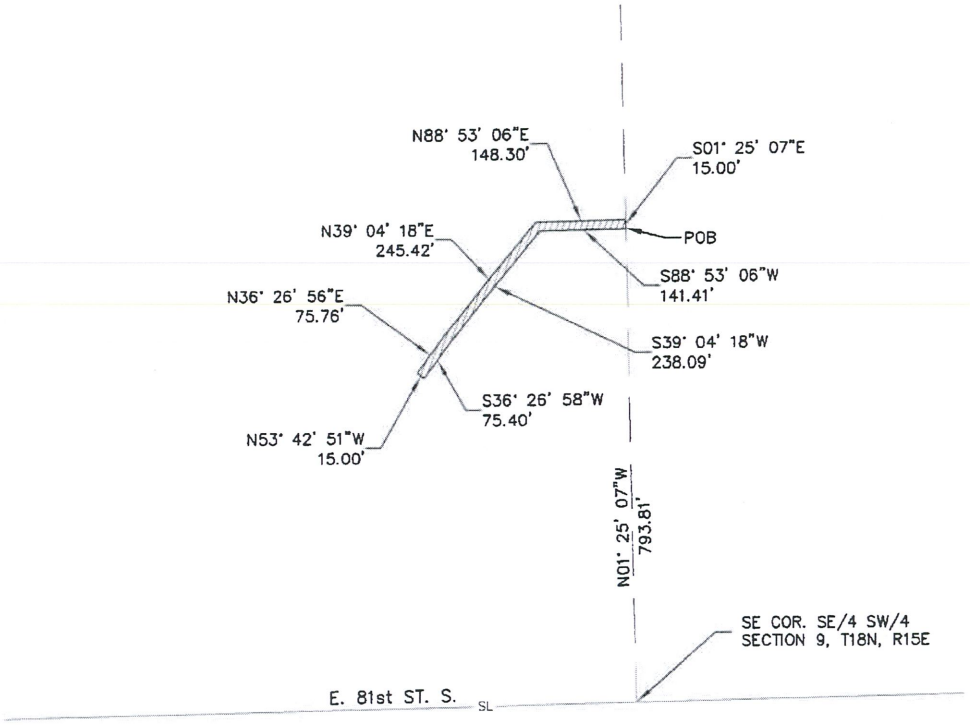
--.--' RECORDED DISTANCES

BASIS OF BEARING – STATE PLANE COORDINATE SYSTEM (NAD 83)



SCALE 1" = 300'

CHARLES W. CHASTAIN, OK. L.S. #1352



HOLLOWAY, UPDIKE AND BELLEN INC. 905–A SOUTH 9TH STREET, BROKEN ARROW, OK 918–251–0717, FAX 918–251–0754 CA #219, EXPIRES 06/30/15 ENGINEERS	PARK LANE LIFT STATION IMPROVEMENTS & CAMBRIDGE ESTATES RELIEF LINE
	24BAPARKLANE PROJ. # S24030
	ROBSON DEVELOPMENT CO.
	AUGUST 13, 2025 — REVISION:

Parcel No. 2.E
Robson Development Co,

Date Written: August 13, 2025

TEMPORARY CONSTRUCTION EASEMENT

A parcel of land lying in part of the SE1/4 SW1/4 of Section 9, Township 18 North, Range 15 East, Wagoner County, Oklahoma being more particularly described as follows:

Commencing at the Southeast corner of said SE1/4 SW1/4, thence N01°25'07"W along the East line thereof 793.81 feet to the point of beginning; thence S88°53'06"W 141.41 feet; thence S39°04'18"W 238.09 feet; thence S36°26'58"W 75.40 feet; thence N53°42'51"W 15.00 feet; thence N36°26'56"E 75.76 feet; thence N39°04'18"E 245.42 feet; thence N88°53'06"E 148.30 feet to said East line; thence S01°25'07"E along said East line 15.00 feet to the point of beginning.

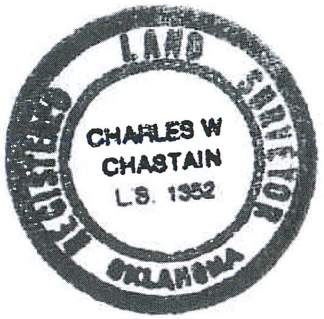
Containing 6,932.87 square feet or 0.16 acres.

Real Property Certification

I, Charles W. Chastain, P.L.S., Holloway, Updike and Bellen, Inc., certify that the attached Temporary Construction Easement closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

8-13-25
Date

Charles W. Chastain, P.L.S. 1352



UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **ROBSON DEVELOPMENT COMPANY**, an Oklahoma corporation, the owner(s), of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar ($1.00), cash in hand paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby assign(s), grant(s) and convey(s) to the **CITY OF BROKEN ARROW**, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in WAGONER County, State of Oklahoma to wit:

SEE EXHIBITS "A"

with right of ingress and egress to and from the same, for the purpose of constructing, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines and other public service facilities across said premises herein described.

There is further granted the right to remove any tree or parts of trees, which in the judgment of the City may interfere with the construction of the applicable utilities.

PROVIDED, that the said Grantor, his/her heirs, executors, administrators and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City, its successors or assigns.

TO HAVE AND TO HOLD such easement and right of way unto the City of Broken Arrow, Oklahoma, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 27th day of October, 2025.

Return to:
City of Broken Arrow
City Clerk
P.O. Box 610
Broken Arrow, OK 74013

Robson Development Company, Inc.,
an Oklahoma Corporation

By: John J. Robson
John J. Robson, President

STATE OF Oklahoma)
) §
COUNTY OF Wagoner)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of October 2025, personally appeared John J. Robson, President of ROBSON DEVELOPMENT COMPANY, Inc., an Oklahoma Corporation, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

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

BRIDGET HERRING
Notary Public, State of Oklahoma
Commission # 23000576
My Commission Expires 01-12-2027

Bridget Herring
NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

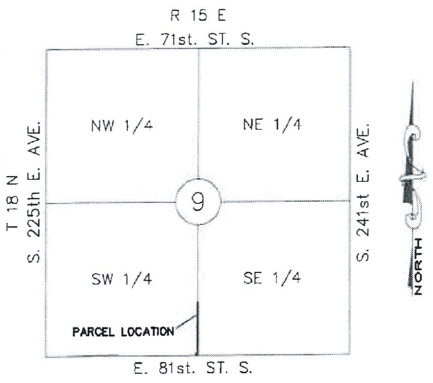
Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer ELR Date: 11/12/25
PROJECT: Park Lane Lift Station Improvements & Cambridge Estates Relief Line
Parcel 2.1

EXHIBIT "A"



JOB NUMBER: –
PARCEL NO. 2.1
COUNTY: WAGONER

LEGAL DESCRIPTION OF RECORD:
PART OF SE/4 SW/4
SECTION 9, T18N, R15E
PERMANENT UTILITY EASEMENT – 15,917.58 S.F.
TEMPORARY EASEMENT – XX.XX S.F.

LEGEND

PROPERTY TO ACQUIRE

TEMP. CONSTRUCTION EASEMENT

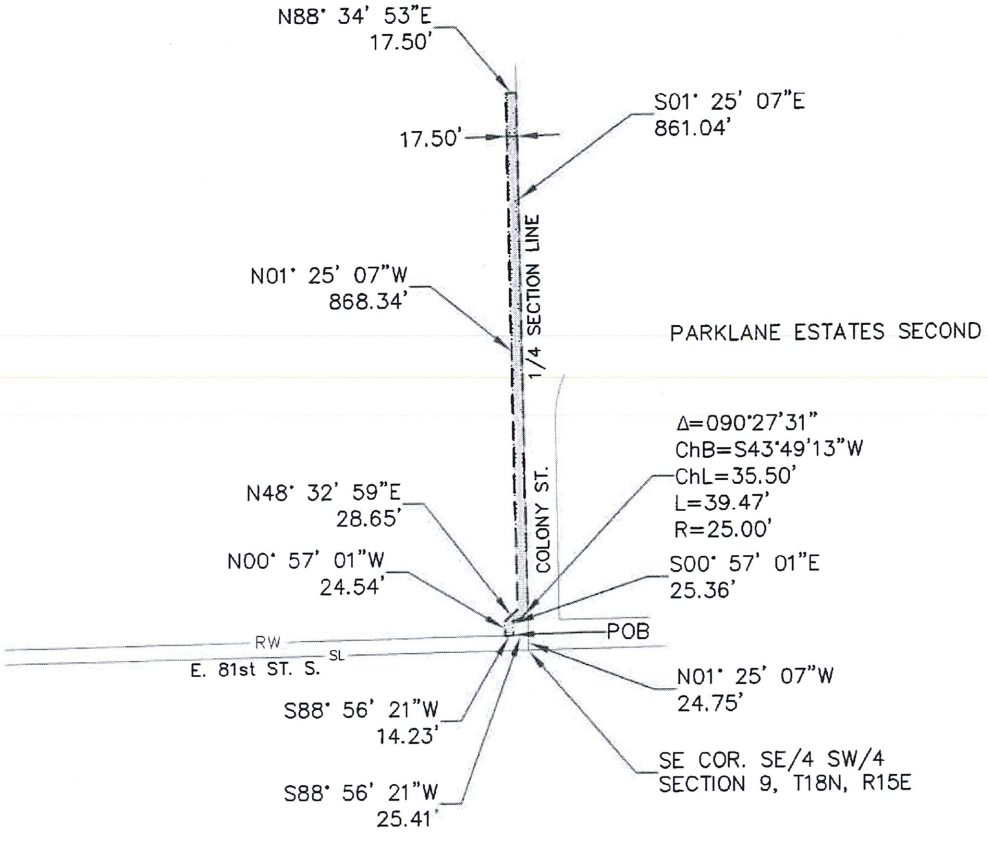
--.--' RECORDED DISTANCES

BASIS OF BEARING – STATE PLANE COORDINATE SYSTEM (NAD 83)



SCALE 1" = 300'

CHARLES W. CHASTAIN, OK. L.S. #1352



HOLLOWAY, UPDIKE AND BELLEN INC. 905–A SOUTH 9TH STREET, BROKEN ARROW, OK 918–251–0717, FAX 918–251–0754 CA #219, EXPIRES 06/30/15	TITLE:	PARK LANE LIFT STATION IMPROVEMENTS & CAMBRIDGE ESTATES RELIEF LINE	
	PROJECT:	24BAPARKLANE PROJ. # S24030	
	OWNER:	ROBSON DEVELOPMENT CO.	
	DATE:	OCTOBER 15, 2024	REVISION: NOVEMBER 11, 2024

B:\Projects\2024\24BAPARKLANE\Design\Production Plans\NEW EASEMENTS\XrefsSite.dwg, 11/11/2024 8:36:50 AM, KONICA MINOLTA C658SeriesPCL

Parcel No. 2.1
Robson Development Co,

Date Written: October 15, 2024

PERMANENT UTILITY EASEMENT

A parcel of land lying in part of the SE1/4 SW1/4 of Section 9, Township 18 North, Range 15 East, Wagoner County, Oklahoma being more particularly described as follows:

Commencing at the Southeast corner of said SE1/4 SW1/4, thence N01°25'07"W along the East line of said SE1/4 SW1/4 24.75 feet to the northerly right-of-way line of E. 81st Street South; thence S88°56'21"W along said northerly right-of-way line 25.41 feet to the point of beginning; thence S88°56'21"W along said northerly right-of-way line 14.23 feet; thence N00°57'01"W 24.54 feet; thence N48°32'59"E 28.65 feet; thence N01°25'07"W 868.34 feet; thence N88°34'53"E 17.50 feet to the East line of said SE1/4 SW1/4; thence S01°25'07"E along said East line 861.04 feet; thence on a curve to the right having a radius of 25.00 feet, a chord which bears S43°49'13"W 35.50 feet, an arc distance of 39.47 feet; thence S00°57'01"E 25.36 feet to the point of beginning.

Containing 15,917.58 square feet or 0.37 acres.

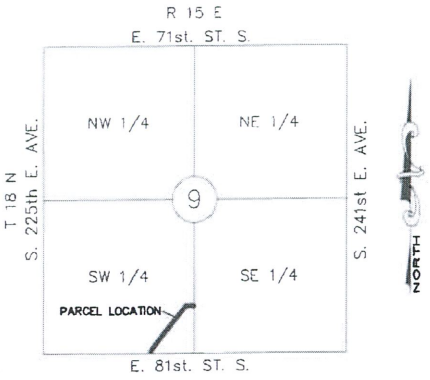
Real Property Certification

I, Charles W. Chastain, P.L.S., Holloway, Updike and Bellen, Inc., certify that the attached Permanent Utility Easement closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

10/16/24
Date

Charles W. Chastain, P.L.S. 1352

EXHIBIT "A"



JOB NUMBER: –
PARCEL NO. 2.2
COUNTY: WAGONER

LEGAL DESCRIPTION OF RECORD:
PART OF SE/4 SW/4
SECTION 9, T18N, R15E
PERMANENT UTILITY EASEMENT – 23,133.25 S.F.
TEMPORARY EASEMENT – XX.XX S.F.

LEGEND

PROPERTY TO ACQUIRE

TEMP. CONSTRUCTION EASEMENT

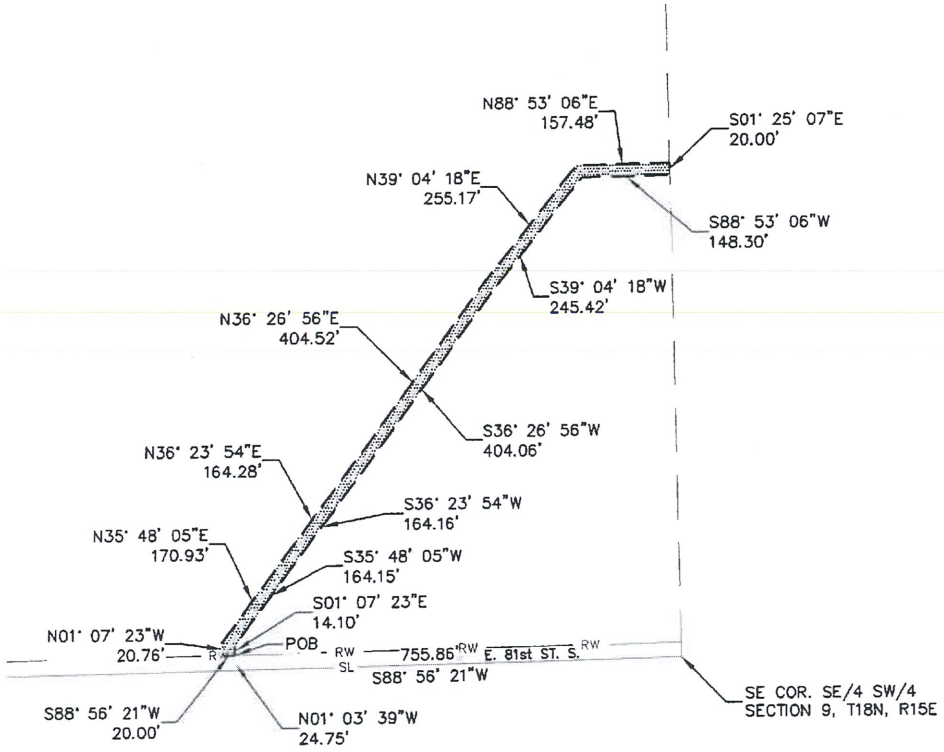
--.-- RECORDED DISTANCES

BASIS OF BEARING – STATE PLANE COORDINATE SYSTEM (NAD 83)



SCALE 1" = 300'

CHARLES W. CHASTAIN, OK. L.S. #1352



HOLLOWAY, UPDIKE AND BELLEN INC. 905-A SOUTH 9TH STREET, BROKEN ARROW, OK 918-251-0717, FAX 918-251-0754 CA #219, EXPIRES 06/30/15 ENGINEERS	TITLE:	PARK LANE LIFT STATION IMPROVEMENTS & CAMBRIDGE ESTATES RELIEF LINE	
	PROJECT:	24BAPARKLANE PROJ. # S24030	
	OWNER:	ROBSON DEVELOPMENT CO.	
	DATE:	AUGUST 13, 2025	REVISION:

Parcel No. 2.2
Robson Development Co,

Date Written: August 13, 2025

PERMANENT UTILITY EASEMENT

A parcel of land lying in part of the SE1/4 SW1/4 of Section 9, Township 18 North, Range 15 East, Wagoner County, Oklahoma being more particularly described as follows:

Commencing at the Southeast corner of said SE1/4 SW1/4, thence S88°56'21"W along the South line of said SE1/4 SW1/4 755.86 feet; thence N01°03'39"W 24.75 feet to the point of beginning, said point being on the northerly right-of-way line of E. 81st Street South; thence S88°56'21"W along said northerly right-of-way line 20.00 feet; thence N01°07'23"W 20.76 feet; thence N35°48'05"E 170.93 feet; thence N36°23'54"E 164.28 feet; thence N36°26'56"E 404.52 feet; thence N39°04'18"E 255.17 feet; thence N88°53'06"E 157.48 feet to the East line of said SE1/4 SW1/4; thence S01°25'07"E along said East line 20.00 feet; thence S88°53'08"W 148.30 feet; thence S39°04'18"W 245.42 feet; thence S36°26'56"W 404.06 feet; thence S36°23'54"W 164.16 feet; thence S35°48'05"W 164.15 feet; thence S01°07'23"E 14.10 feet to the point of beginning.

Containing 23,133.25 square feet or 0.53 acres.

Real Property Certification

I, Charles W. Chastain, P.L.S., Holloway, Updike and Bellen, Inc., certify that the attached Permanent Utility Easement closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

8-13-25
Date

Charles W. Chastain, P.L.S. 1352

REGISTERED PROFESSIONAL LAND SURVEYOR
CHARLES W CHASTAIN
L.S. 1352
OKLAHOMA

City of Broken Arrow

Request for Action

File #: 25-1674, **Version:** 1

Broken Arrow City Council
Meeting of: 12/02/2025

Title:
Ratification of the Claims List Check Register Dated November 21, 2025

Background:
Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from November 11, 2025 through November 21, 2025 Checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of $13,810,773.79 for the various funds.

Governmental Funds	$10,307,194.45
BAMA	$ 3,503,579.34
Total	$13,810,773.79

A summary by funds and detail are attached.

Cost: $10,307,194.45

Funding Source: General Fund and Miscellaneous Funds

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated November 21, 2025

Recommendation:..recommend
Ratify Claims List Check Register dated 11/21/2025

City of Broken Arrow
Check Register by Fund

RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	217,775.69	536
220	BA MUNICIPAL AUTHORITY	3,503,579.34	779
227	CVB-HOTEL MOTEL	23,198.67	20
330	SALES TAX CAPITAL IMPROVEMENT	523,147.78	29
331	POLICE ENHANCEMENTS	2,388.19	2
332	PARK & REC CAP IMPROV	174.95	1
333	CEMETERY FUND	22,256.00	1
342	STREET LIGHT FUND	41,152.18	10
343	STREET SALES TAX FUND	86,303.04	14
344	PS SALES TAX POLICE	191,980.80	252
345	PS SALES TAX FIRE	103,078.14	190
593	2018 BOND ISSUE	1,001,682.36	14
660	WORKERS COMPENSATIONS	34,552.63	9
661	GROUP HEALTH AND LIFE	123,073.12	2
770	DEBT SERVICE GO BOND	7,933,131.90	30
882	AGENCY FUND DEPOSITS	3,299.00	8
Total		13,810,773.79	1,897

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/11/2025	202742	826	LOWES	94729	BLANKET PO FOR MISC. ITEMS	1101700 |560180|		2026/5	36.90
				97791	BLANKET PO FOR MISC. ITEMS	1101700 |560180|		2026/5	7.58
				89895	BLANKET PO FOR MISC. ITEMS	1101700 |560180|		2026/5	28.46
				88069	BLANKET PO FOR MISC. ITEMS	1101700 |560180|		2026/5	93.99
				91070	BLANKET PO FOR MISC. ITEMS	1106000 |560180|		2026/5	15.12
				90125	BLANKET PO FOR MISC. ITEMS	1106001 |560180|		2026/5	43.21
				90188	BLANKET PO FOR MISC. ITEMS	1101700 |560180|		2026/5	13.33
				90013	BLANKET PO FOR MISC. ITEMS	1106004 |560180|		2026/5	8.53
				970979	BLANKET PO FOR MISC. ITEMS	1105300 |560230|		2026/5	39.00
				971005	BLANKET PO FOR MISC. ITEMS	1105300 |560240|		2026/5	1,130.55
						Total For Check # 202742			**1,416.67**
11/13/2025	334171	2496	AARON HAMILTON	PDR 11162025	PER DIEM	1105310 |550030|		2026/5	240.00
						Total For Check # 334171			**240.00**
11/13/2025	334172	4938	BRUCE VANDERGRIFF	PDR 11162025	PER DIEM	1105310 |550030|		2026/5	240.00
						Total For Check # 334172			**240.00**
11/13/2025	334174	5290	CHELSEA SNYDER	PDR 11072025	PER DIEM OPAYO	1101501 |550030|		2026/5	34.00
						Total For Check # 334174			**34.00**
11/13/2025	334176	3258	CODY MORRIS	PDR 11182025	PER DIEM	1105315 |550030|		2026/5	160.00
						Total For Check # 334176			**160.00**
11/13/2025	334177	4181	ERIN HOFENER	MLG 11052025	MILAGE TO AR FOR INTERVIEW	1101315 |550030|		2026/5	154.25
						Total For Check # 334177			**154.25**
11/13/2025	334179	4975	JEFFERY JOHNSON	PDR 11182025	PER DIEM	1105300 |550030|		2026/5	160.00
						Total For Check # 334179			**160.00**
11/13/2025	334180	4773	JUSTIN GREEN	PDR 10272025	PER DIEM	1101700 |550030|		2026/5	111.80
						Total For Check # 334180			**111.80**
11/13/2025	334181	761	LISA FORD	PDR 10272025	PER DIEM BEST PRACTICES	1101700 |550030|		2026/5	180.60
						Total For Check # 334181			**180.60**
11/13/2025	334182	1344	OKLAHOMA UNIFORM BUILDING	OCTOBER 2025	OCT FEES 2025	110 |280300|		2026/5	1,660.00
						Total For Check # 334182			**1,660.00**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/13/2025	334191	999900	OTP - AR REFUNDS	180316		110 |150702|		2026/5	44.08
						Total For Check # 334191			**44.08**
11/13/2025	334221	999907	OTP - COURT REFUNDS	0000811	E919063-1	110 |451020|		2026/5	50.00
						Total For Check # 334221			**50.00**
11/13/2025	334227	1370	TREVOR DENNIS	T&A 10272025	T&A	1101010 |550030|		2026/5	130.00
						Total For Check # 334227			**130.00**
11/13/2025	334229	149	AMERICAN ELECTRIC	284-103-0-3 10242025	953-284-103-0-3 OCT 24, 2025	1105315 |550250|		2026/5	159.29
				827-595-4-4 10272025	955-827-595-4-4 OCT 27, 2025	1106002 |550250|		2026/5	10,119.82
				827-595-4-4 10272025	955-827-595-4-4 OCT 27, 2025	1106000 |550460|		2026/5	1,460.90
				428-947-0-6 10202025	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/5	24.44
				663-125-0-3 10202025	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/5	164.73
				189-865-0-8 10202025	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/5	48.40
				273-541-0-6 10202025	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550250|		2026/5	24.03
				866-629-0-9 10202025	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550250|		2026/5	24.17
						Total For Check # 334229			**12,025.78**
11/13/2025	334231	2451	ALTA LANGUAGE SERVICE INC	IS813935	IS813935	1101102 |530870|		2026/5	116.00
						Total For Check # 334231			**116.00**
11/13/2025	334232	4935	AMAZON.COM SALES INC	1R1J-VH4K-HKHV	Supplies and Materials	1101200 |560030|		2026/5	49.24
				1R1J-VH4K-HKHV	Supplies and Materials	1101200 |560230|		2026/5	269.69
				1YDG-QQMQ-G3HG	ITEM: AT-A-GLANCE 2026 Planner,	1101410 |560030|		2026/5	16.80
				1XJL-FGDQ-GFNX	ITEM: Pilot G2 Premium Gel Roller Pens,	1101400 |560030|		2026/5	42.98
				1H6P-WJ1J-DYXL	Gamma Office Chair wheels-for Jeff Ocker	1101700 |560230|		2026/5	15.89
				1CJF-TCWD-6J1V	Office Supplies	1101102 |560030|		2026/5	43.75
				1CJF-TCWD-6J1V	Office Supplies	1101102 |560230|		2026/5	39.99
				1QNR-K6MK-NW43	Office Supplies	1101102 |560030|		2026/5	69.49
				1L46-7V46-4WHV	The Bluebook: A Uniform System of Citation -	1101010 |560230|		2026/5	54.02
				1JGD-NLR4-3G3K	NEW STREET BROOM - TESTING	1105300 |560230|		2026/5	32.72
						Total For Check # 334232			**634.57**
11/13/2025	334233	1007	AMERICAN SERVICES INC.	3572	3572	1101315 |540280|		2026/5	60.00
						Total For Check # 334233			**60.00**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/13/2025	334234	2508	AMERIFLEX HOSE &	511072	BLANKET PO - HOSES & FITTINGS	1105300 |540200|		2026/5	184.50
				510511	BLANKET PO - HOSES & FITTINGS	1105300 |540200|		2026/5	201.30
						Total For Check # 334234			**385.80**
11/13/2025	334236	4846	APAC-CENTRAL, INC.	7002341887	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/5	2,452.59
				7002350798	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/5	568.26
				7002353721	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/5	1,091.74
						Total For Check # 334236			**4,112.59**
11/13/2025	334237	885	ATWOOD DISTRIBUTING LP	3670	BLANKET PO SAFETY SHOES & MISC	1105300 |560180|		2026/5	39.98
				3669	Annual Ryegrass Seed (50lb.)	1106000 |560700|		2026/5	649.87
						Total For Check # 334237			**689.85**
11/13/2025	334238	3844	KATHERINE C VINCENT	000611 A	000611 BALANCE	1101315 |550280|		2026/5	6,317.70
						Total For Check # 334238			**6,317.70**
11/13/2025	334239	5106	AYE-YAH LLC	137526	WINDOW CLEANING SERVICE RFP	1101700 |540070|		2026/5	411.49
				137526	WINDOW CLEANING SERVICE RFP	1106001 |540070|		2026/5	219.33
				137526	WINDOW CLEANING SERVICE RFP	1106004 |540070|		2026/5	1,010.98
						Total For Check # 334239			**1,641.80**
11/13/2025	334244	4666	BLUEJAY PROPERTIES LLC	DEC 2025	REAL PROPERTY RENTAL OR LEASE	1101315 |540330|		2026/5	1,750.00
						Total For Check # 334244			**1,750.00**
11/13/2025	334247	20	BROKEN ARROW LAWN &	128015	BLANKET PO FOR MISC	1105300 |560230|		2026/5	29.38
				128023	BLANKET PO FOR MISC	1105300 |560230|		2026/5	-29.38
				128023 A	BLANKET PO FOR MISC	1105300 |560230|		2026/5	29.38
				128024	BLANKET PO FOR MISC	1106000 |560310|		2026/5	30.27
				12799	BLANKET PO FOR MISC	1106003 |560310|		2026/5	4.52
				127380	BLANKET PO FOR MISC	1105300 |560230|		2026/5	46.99
				127999	BLANKET PO FOR MISC	1106000 |560230|		2026/5	4.52
				128219	BLANKET PO FOR MISC	1106000 |560230|		2026/5	56.50
						Total For Check # 334247			**172.18**
11/13/2025	334249	22	BROKEN ARROW SENIORS INC	OCT 2025	BA SENIORS MONTHLY PAYMENT	1106002 |550100|		2026/5	810.00
						Total For Check # 334249			**810.00**
11/13/2025	334253	37	CINTAS CORPORATION	2344736142	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	99.00

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				9344736176	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	99.00
				9344810339	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	99.00
				9344087637	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	99.00
				9344812894	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	99.00
				9344812890	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	99.00
				9344810825	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	99.00
				9344844120	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	99.00
				9344864035	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	99.00
				9344875171	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	99.00
				9344887557	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	99.00
				9344886931	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	99.00
				9344879724	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	99.00
				9344889319	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	99.00
				9344889532	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	99.00
				9344889540	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	99.00
				9344889542	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	99.00
				9344889315	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	198.00
				9344699468	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	198.00
				9344887562	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	198.00
				9344886926	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	297.00
				9344891541	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	297.00
				9344891543	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/5	396.00
						Total For Check #	**334253**		**3,267.00**
11/13/2025	334254	996	CITY OF BROKEN ARROW	180446	Payroll Run 1 - Warrant 251107	110 |218180|		2026/5	423.32
				180446	Payroll Run 1 - Warrant 251107	110 |218360|		2026/5	3,569.35
						Total For Check #	**334254**		**3,992.67**
11/13/2025	334256	1391	CLEAN THE UNIFORM CO	52160314	52160314 OCT 22, 2025	1106005 |540310|		2026/5	10.15
				52160314	52160314 OCT 22, 2025	1101700 |540330|		2026/5	9.79
				52161969	52161969	1101415 |540310|		2026/5	49.84
						Total For Check #	**334256**		**69.78**
11/13/2025	334257	474	CMRS-POC	OCTOBER 2025	OCTOBER 2025	1101700 |550390|		2026/5	4,214.32
						Total For Check #	**334257**		**4,214.32**
11/13/2025	334262	4794	DAIOHS FIRST CHOICE	TU-799179	TU-799179	1101400 |560230|		2026/5	207.64
				TU-799179	TU-799179	1101501 |560230|		2026/5	78.60

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 # 334262			**286.24**
11/13/2025	334263	5259	DAVID PICKEL	T&A 10272025	BEST PRACTICES T&A	1101700 |550030|		2026/5	276.97
				PDR 10272025	PER DIEM BEST PRACTICES	1101700 |550030|		2026/5	197.80
				T&A 10272025	BEST PRACTICES PARKING T&A	1101700 |550030|		2026/5	60.00
						Total For Check # 334263			**534.77**
11/13/2025	334265	634	DELL MARKETING L.P.	10845067418	Laptop for Zach Smith	1105300 |560240|		2026/5	1,905.51
						Total For Check # 334265			**1,905.51**
11/13/2025	334267	2107	EMPIRE PRINTING	61173A	City Logo Apparel	1101102 |560230|		2026/5	54.39
				61173B	City Logo Apparel	1101102 |560230|		2026/5	200.58
				61173C	City Logo Apparel	1101102 |560230|		2026/5	64.72
						Total For Check # 334267			**319.69**
11/13/2025	334272	2539	FRONTIER PRECISION INC	INV318269	Adulticiding Mosquito Software Sign Shop	1105300 |540550|		2026/5	2,875.00
						Total For Check # 334272			**2,875.00**
11/13/2025	334275	3223	GORDON OUTDOOR	43550	43550	1101315 |530870|		2026/5	750.00
						Total For Check # 334275			**750.00**
11/13/2025	334276	4188	GRADY NICHOLS LTD	10111	10111	1101315 |550280|		2026/5	1,375.00
						Total For Check # 334276			**1,375.00**
11/13/2025	334278	1244	GRANICUS, INC.	217442	217442 OCT 31, 2025	1101800 |540550|		2026/5	1,502.01
				217488	217488 OCT 31, 2025	1101800 |540550|		2026/5	3,541.39
						Total For Check # 334278			**5,043.40**
11/13/2025	334279	79	GREEN ACRE SOD FARMS	12971	BL;ANKET PO FOR BERMUDA SOD	1106000 |560230|		2026/5	95.00
						Total For Check # 334279			**95.00**
11/13/2025	334286	117	INLAND TRUCK PARTS &	IN-1877575	unit # 0854	1105300 |540200|		2026/5	2,847.46
						Total For Check # 334286			**2,847.46**
11/13/2025	334290	1560	JOHNNIE PARKS	PDR 10272025	PER DIEM FRANKLIN/MURFREESBORO	1101700 |550030|		2026/5	154.80
						Total For Check # 334290			**154.80**
11/13/2025	334292	5131	KEVIN BEHE	14794	CITY COUNCIL 07/14/25	1101200 |540070|		2026/5	0.35

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				14794	CITY COUNCIL 07/14/25	1101700 |540070|		2026/5	1.99
				14794	CITY COUNCIL 07/14/25	1105300 |540070|		2026/5	0.95
				14794	CITY COUNCIL 07/14/25	1106000 |540070|		2026/5	1.67
				14794	CITY COUNCIL 07/14/25	1106002 |540070|		2026/5	1.91
				14794	CITY COUNCIL 07/14/25	1106005 |540070|		2026/5	0.48
						Total For Check #	**334292**		**7.35**
11/13/2025	334297	614	LIGHTING INC/BROKEN ARROW	S3392713.001	BLANKET PO FOR MISC. LIGHTING	1105310 |560310|		2026/5	385.72
						Total For Check #	**334297**		**385.72**
11/13/2025	334298	4380	LOCK-DOC INC	101725-H15	BLANKET PO FOR LOCKS,KEYS, & ETC	1101700 |560180|		2026/5	135.00
						Total For Check #	**334298**		**135.00**
11/13/2025	334299	131	LOCKE SUPPLY COMPANY	56840355-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/5	112.02
						Total For Check #	**334299**		**112.02**
11/13/2025	334304	25	NAPA AUTO PARTS	20794	500925	1105300 |560200|		2026/5	121.58
				20794	9520	1105300 |560200|		2026/5	44.88
				20794	1748XD	1105300 |560200|		2026/5	33.89
				20794	600564	1105300 |560200|		2026/5	34.14
				20794	3997	1105300 |560200|		2026/5	18.28
				20794	5008121	1105300 |560200|		2026/5	21.97
				20794	15W40BULK	1105300 |560210|		2026/5	96.72
				20794	2413	1105300 |560230|		2026/5	6.34
				20808	17491907	1105300 |560200|		2026/5	29.80
				20808	27492108	1105300 |560200|		2026/5	28.84
				20808	K021558	1105300 |560200|		2026/5	402.60
				20808	K061831	1105300 |560200|		2026/5	385.83
				20810	FS20081	1105300 |560200|		2026/5	153.76
				20810	3997	1105300 |560200|		2026/5	-18.28
				20815	31MHD	1105300 |560200|		2026/5	433.74
				020663	9834	1105300 |560200|		2026/5	195.24
				020663	9834	1105300 |560200|		2026/5	18.00
				020663	9834	1105300 |560200|		2026/5	-18.00
				020664	MT27	1105300 |560200|		2026/5	186.44
				020670	F000184	1106000 |560190|		2026/5	171.58
				020688	X0044UTGKD	1105310 |560200|		2026/5	70.76
				020832	HPI250040	1105300 |560200|		2026/5	522.83

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			020856	5263786	1105300 |560200|		2026/5	579.64
			020856		1105300 |560200|		2026/5	60.00
			020543	HF3751500	1105300 |560200|		2026/5	53.49
			020543	HF7504	1105300 |560200|		2026/5	24.88
			020543	HF7506	1105300 |560200|		2026/5	31.77
			020561	FT8909F	1106000 |560200|		2026/5	69.86
			020569	SRM24	1105300 |560200|		2026/5	142.33
			020575	CR10182	1105300 |560200|		2026/5	41.93
			020575	HF75010	1105300 |560200|		2026/5	71.13
			020575	HF7506	1105300 |560200|		2026/5	31.77
			020733	107023503	1106000 |560200|		2026/5	438.41
			020735	107023503	1106000 |560200|		2026/5	438.41
			020744	4579	1105310 |560200|		2026/5	7.11
			020744	6930	1105310 |560200|		2026/5	22.76
			020744	7620	1105310 |560200|		2026/5	6.59
			020744	600255NP	1105310 |560200|		2026/5	40.89
			020744	600112	1105310 |560200|		2026/5	50.99
			020744	1255H11N	1105310 |560200|		2026/5	8.58
			020744	15W40BULK	1105310 |560210|		2026/5	44.64
			020749	7653533440	1106000 |560200|		2026/5	41.24
			020749	K595534140	1106000 |560200|		2026/5	61.18
			020749	K595534162	1106000 |560200|		2026/5	32.10
			020749	0461100620	1106000 |560200|		2026/5	7.70
			020749	K595527410	1106000 |560200|		2026/5	4.76
			020749	0810106206	1106000 |560200|		2026/5	21.63
			020749	K576344252	1106000 |560200|		2026/5	2.71
			020749	K595534120	1106000 |560200|		2026/5	49.97
			020749	K595534110	1106000 |560200|		2026/5	256.81
			020749	K595533540	1106000 |560200|		2026/5	38.16
			020749	K595533522	1106000 |560200|		2026/5	151.83
			020749	7C76551260	1106000 |560200|		2026/5	40.89
			020749	6331332270	1106000 |560200|		2026/5	17.66
			020749	0571200725	1106000 |560200|		2026/5	3.38
			020749	K595533500	1106000 |560200|		2026/5	238.24
			020749	0341050608	1106000 |560200|		2026/5	1.60
			020749	K576327340	1106000 |560200|		2026/5	0.46
			020760	FA110G	1106000 |560200|		2026/5	30.00
			020760	502	1106000 |560200|		2026/5	45.44

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			020761	440162MTL	1105300 |560200|		2026/5	40.49
			020761	502	1105300 |560200|		2026/5	45.44
			020762	F013868	1101415 |560190|		2026/5	193.28
			020777	GX630RHXQZE	1106000 |560200|		2026/5	1,999.99
			020777		1106000 |560200|		2026/5	57.49
					Total For Check # 334304			**8,488.57**
11/13/2025	334305		20781	112630	1106000 |560210|		2026/5	23.16
			20782	81464	1105300 |560230|		2026/5	13.68
			20786	1348	1106000 |560200|		2026/5	4.25
			20786	3032	1106000 |560200|		2026/5	3.40
			20786	702201	1106000 |560200|		2026/5	8.47
			20786	702282	1106000 |560200|		2026/5	4.36
			20786	122319	1106000 |560210|		2026/5	14.28
			20797	9047902	1105300 |560200|		2026/5	64.28
			20799	502	1101200 |560230|		2026/5	45.44
			20820	CW250350	1105300 |560190|		2026/5	16.67
			020655	100454	1105300 |560200|		2026/5	6.59
			020655	15W40BULK	1105300 |560210|		2026/5	29.76
			020659	85805	1105300 |560210|		2026/5	45.06
			020662	E346	1106000 |560200|		2026/5	10.06
			020665	9326682	1106000 |560230|		2026/5	28.82
			020666	5235	1105300 |560230|		2026/5	9.70
			020667	HDRTU1GAL	1105300 |560210|		2026/5	51.48
			020672	1200	1106000 |560200|		2026/5	19.18
			020672	3011	1106000 |560200|		2026/5	2.26
			020672	7035	1106000 |560200|		2026/5	8.25
			020672	6449	1106000 |560200|		2026/5	13.16
			020672	75110	1106000 |560210|		2026/5	7.44
			020683	5051204	1106000 |560200|		2026/5	0.59
			020683	112630	1106000 |560210|		2026/5	11.58
			020825	25081005HD	1105300 |560200|		2026/5	44.71
			020826	9080L	1106000 |560230|		2026/5	15.56
			020847	A0688213000	1105300 |560200|		2026/5	19.54
			020849	789DEF	1106000 |560210|		2026/5	11.11
			020852	2413	1106000 |560230|		2026/5	9.51
			020535	2029558	1105300 |560230|		2026/5	22.21
			020535	2029551	1105300 |560230|		2026/5	15.54

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				020536	49162649	1105300 |560230|		2026/5	11.72
				020566	46AW2BULK	1106000 |560210|		2026/5	27.94
				020737	26RM68	1106000 |560200|		2026/5	36.84
				020737	702277	1106000 |560210|		2026/5	12.23
				020738	7502	1106000 |560200|		2026/5	4.25
				020738	230266	1106000 |560200|		2026/5	10.91
				020738	9883	1106000 |560200|		2026/5	12.73
				020738	5W30BULK	1106000 |560210|		2026/5	33.12
				020743	975	1106000 |560210|		2026/5	12.83
				020747	60221B	1105310 |560200|		2026/5	20.76
				020748	7.42055E+11	1106000 |560200|		2026/5	62.36
				020753	K595534350	1106000 |560200|		2026/5	15.78
				020753	K565134372	1106000 |560200|		2026/5	6.84
				020753	K595534380	1106000 |560200|		2026/5	36.89
				020756	F75Z6730BA	1106003 |560200|		2026/5	16.20
				020770	K565134372	1106000 |560200|		2026/5	13.68
				020770	K595534350	1106000 |560200|		2026/5	15.78
				020772	CIMPDRIVER	1106000 |560230|		2026/5	42.72
						Total For Check #	**334305**		**973.68**
11/13/2025	334306			020658	15W40BULK	1105300 |560210|		2026/5	7.44
				020831	7152016	1106000 |560200|		2026/5	2.66
						Total For Check #	**334306**		**10.10**
11/13/2025	334307	5098	NORTHEAST TECHNOLOGY	BIS-7732	BIS-7732	1101102 |530870|		2026/5	250.00
						Total For Check #	**334307**		**250.00**
11/13/2025	334308	4809	NORTHEASTERN UNIVERSITY	1600	1600	1101102 |530110|		2026/5	420.00
						Total For Check #	**334308**		**420.00**
11/13/2025	334313	96	OTA PIKEPASS CENTER	20251093258	20251093258	1101102 |550030|		2026/5	16.92
				20251093258	20251093258	1105310 |550030|		2026/5	21.94
				20251093258	20251093258	1106002 |550030|		2026/5	15.11
				20251093258	20251093258	1101200 |550030|		2026/5	1.04
				20251093258	20251093258	1101310 |550030|		2026/5	0.64
				20251093258	20251093258	1101400 |550030|		2026/5	15.74
				20251093258	20251093258	1101415 |550030|		2026/5	15.61
				20251093258	20251093258	1101700 |550030|		2026/5	38.83

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				20251093258	20251093258	1101800 |550030|		2026/5	25.18
				20251093258	20251093258	1105300 |550030|		2026/5	206.04
				20251093258	20251093258	1106000 |550030|		2026/5	58.43
						Total For Check # 334313			**415.48**
11/13/2025	334316	1703	PEYDAY REALTY LLC	DEC 2025	REAL PROPERTY RENTAL OR LEASE	1101700 |540330|		2026/5	4,316.67
						Total For Check # 334316			**4,316.67**
11/13/2025	334325	5326	GERALD K JIMENEZ	1392	1392	1106003 |540280|		2026/5	3,080.00
						Total For Check # 334325			**3,080.00**
11/13/2025	334326	201	ROYAL PRINTING	67028	67028	1101310 |550360|		2026/5	2,426.00
						Total For Check # 334326			**2,426.00**
11/13/2025	334328	81	SHERWIN WILLIAMS CO	69041123981025	BLANKET PO FOR PAINT SUPPLIES	1106000 |560180|		2026/5	172.25
						Total For Check # 334328			**172.25**
11/13/2025	334329	969	SHERWOOD CONSTRUCTION	289783	BLANKET PO (BACKUP BIDDER FOR	1105300 |560800|		2026/5	148.28
						Total For Check # 334329			**148.28**
11/13/2025	334330	2144	SITE ONE LANDSCAPE SUPPLY	160237795-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/5	117.70
				160054362-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/5	58.47
						Total For Check # 334330			**176.17**
11/13/2025	334331	303	SMITH FARM & GARDEN CO	108227	BLANKET PO FOR MISC. PARTS	1106000 |560200|		2026/5	12.07
						Total For Check # 334331			**12.07**
11/13/2025	334333	3932	SOONER LOCK & KEY INC	118194133	BLANKET PO FOR KEYS	1105300 |560230|		2026/5	188.20
						Total For Check # 334333			**188.20**
11/13/2025	334337	3496	TEAM PROFESSIONAL	135929	135929 OCT 3, 2025	1101102 |530020|		2026/5	1,208.00
						Total For Check # 334337			**1,208.00**
11/13/2025	334339	533	BROKEN ARROW INSURANCE	3261922	32619222	1101700 |550760|		2026/5	50.00
						Total For Check # 334339			**50.00**
11/13/2025	334340	5436	THE ORSUS GROUP, INC	44474	44474	1101102 |530870|		2026/5	1,464.03
						Total For Check # 334340			**1,464.03**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/13/2025	334342	255	TULSA COUNTY CLERK	264	OCT 2025 FILINGS AND COURT HOUSE	1101700 |550860|		2026/5	650.00
						Total For Check # 334342			**650.00**
11/13/2025	334343	1549	TULSA REGIONAL CHAMBER	187095	187095 NOV 1, 2025	1101315 |530850|		2026/5	1,717.50
						Total For Check # 334343			**1,717.50**
11/13/2025	334351	385	WATKINS SAND COMPANY INC	40104X	BLANKET PO FOR SAND BACKFILL	1106000 |560270|		2026/5	825.00
						Total For Check # 334351			**825.00**
11/13/2025	334353	1095	WINDSTREAM HOLDINGS II LLC	100738909 11052025	FY26 ANNUAL AGREEMENT	1106002 |550220|		2026/5	504.19
						Total For Check # 334353			**504.19**
11/13/2025	334355	2496	AARON HAMILTON	PDR 11162025A	PER DIEM	1105310 |550030|		2026/5	64.00
						Total For Check # 334355			**64.00**
11/13/2025	334356	4938	BRUCE VANDERGRIFF	PDR 11162025A	PER DIEM	1105310 |550030|		2026/5	64.00
						Total For Check # 334356			**64.00**
11/13/2025	334357	3258	CODY MORRIS	PDR 11182025A	PER DIEM	1105315 |550030|		2026/5	32.00
						Total For Check # 334357			**32.00**
11/13/2025	334358	4975	JEFFERY JOHNSON	PDR 11182025A	PER DIEM	1105300 |550030|		2026/5	32.00
						Total For Check # 334358			**32.00**
11/20/2025	334359	2947	CINDY ARNOLD	MLG 10212025	MLG-OWRB	1101501 |550030|		2026/5	140.58
				PDR 10272025	PER DIEM BEST PRACTICE	1101501 |550030|		2026/5	154.59
						Total For Check # 334359			**295.17**
11/20/2025	334360	4479	DAVID GRAHAM PARKER	MLG 11062025	REIMBURSEMENT FOR MILEAGE	1101010 |550030|		2026/5	173.20
				PDR 11062025A	PER DIEM	1101010 |550030|		2026/5	40.00
						Total For Check # 334360			**213.20**
11/20/2025	334362	1699	MOMENTUM SERVICES LLC	20089089	INV 20089089 11/03/2025	1101415 |530870|		2026/5	1,018.00
				20089090	INV 20089090 11/03/2025	1101415 |530870|		2026/5	150.00
						Total For Check # 334362			**1,168.00**
11/20/2025	334363	624	NORMAN STEPHENS	T&A 10272025	UBER&AIRPORT PARKING REIMB,BEST	1101300 |550030|		2026/5	105.18

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 #	**334363**		**105.18**
11/20/2025	334372	5562 ZACHARY A WALDROUP	MLG 11062025	REIMBURSEMENT FOR MILEAGE	1101010 |550030|		2026/5	162.40
			PDR 11062025A	PER DIEM	1101010 |550030|		2026/5	40.00
					Total For Check #	**334372**		**202.40**
11/20/2025	334374	1092 WESTLAKE HARDWARE INC	8038642	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/5	2.68
			8038626	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/5	33.98
			8038628	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/5	32.98
			9124649	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/5	7.98
			8038619	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/5	7.59
			8038630	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/5	50.49
			8038618	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/5	22.36
			8038621	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/5	6.99
					Total For Check #	**334374**		**165.05**
11/20/2025	334376	149 AMERICAN ELECTRIC	058-747-0-7 10312025	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550410|		2026/5	244.60
			937-903-0-2 10292025	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550250|		2026/5	5,936.31
			937-903-0-2 10292025	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550400|		2026/5	2,135.99
			937-903-0-2 10292025	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550410|		2026/5	3,010.33
			937-903-0-2 10292025	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550420|		2026/5	3,907.67
			937-903-0-2 10292025	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550430|		2026/5	1,474.51
			550-797-0-3 10312025	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550410|		2026/5	5.06
			308-466-0-4 10312025	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550400|		2026/5	2.17
			454-130-1-4 10282025	FY26 ANNUAL AGREEMENT 956-454-130-	1105310 |550250|		2026/5	274.50
			041-990-0-6 10152025	FY26 ANNUAL AGREEMENT 951-183-137-	1106001 |550250|		2026/5	1,208.03
			041-990-0-6 11132025	FY26 ANNUAL AGREEMENT 951-183-137-	1106001 |550250|		2026/5	711.78
					Total For Check #	**334376**		**18,910.95**
11/20/2025	334379	4940 ALPHA AWARDS AND	INV-1750	INV-1750 10/28/2025	1106002 |560330|		2026/5	135.00
					Total For Check #	**334379**		**135.00**
11/20/2025	334380	4935 AMAZON.COM SALES INC	1VRM-NW69-CF4H	RECREATION SUPPLIES CPCC AND RH	1106002 |560330|		2026/5	74.23
			19FT-GTHW-6KDR	ITEM: TOPS 8.5 x 11 3/4 Legal Pads, 12	1101315 |560030|		2026/5	17.34
			19FT-GTHW-6KDR	ITEM: TOPS 8.5 x 11 3/4 Legal Pads, 12	1101315 |560230|		2026/5	29.28
			1Y7H-J6Y9-F936	Recreation Supplies	1106002 |560330|		2026/5	37.26
			1FRQ-D3J6-9HMQ	Items needed for Sign Shop-Requested	1105315 |560230|		2026/5	10.11
			1NVQ-NWMX-L6DV	OFFICE SUPPLIES	1101501 |560030|		2026/5	83.38

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				1NVQ-NWMX-L6DV	OFFICE SUPPLIES	1101501 |560230|		2026/5	58.19
				17LT-QNVD-WKLH	AIR FILTER KIT FOR MTNC	1106000 |560200|		2026/5	19.99
						Total For Check # 334380			**329.78**
11/20/2025	334382	672	AMERICAN RED CROSS	23009535	23009535 10/22/2025	1106002 |530110|		2026/5	325.00
						Total For Check # 334382			**325.00**
11/20/2025	334384	4846	APAC-CENTRAL, INC.	7002346396	BLANKET PO FOR AGGREGATE	1105300 |560800|		2026/5	1,980.91
				7002350826	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/5	280.35
						Total For Check # 334384			**2,261.26**
11/20/2025	334386	73	AT&T	10534843224	918 105-3484 322 4 NOV 1, 2025	1101700 |550220|		2026/5	30.00
						Total For Check # 334386			**30.00**
11/20/2025	334388	2321	AVERY DENNISON CORP	61832400	Prism Blade 45	1105315 |560360|		2026/5	478.29
						Total For Check # 334388			**478.29**
11/20/2025	334393	4669	BLACKHAWK INDUSTRIAL	888621	CARRIAGE BOLT & HEX NUT- FOR CODY	1105315 |560360|		2026/5	160.00
						Total For Check # 334393			**160.00**
11/20/2025	334397	1330	BRINK'S INCORPORATED	8075479	8075479 10/31/2025	1106002 |550280|		2026/5	2,376.76
				8075479	8075479 10/31/2025	1101800 |550280|		2026/5	1,248.77
						Total For Check # 334397			**3,625.53**
11/20/2025	334398	2910	BROKEN ARROW CHAMBER OF	79042	79042 09/15/2025 MICHAEL SPURGEON	1101300 |530110|		2026/5	50.00
						Total For Check # 334398			**50.00**
11/20/2025	334399	19	BROKEN ARROW ELECTRIC	S3412951.001	BLANKET PO FOR MISC ELECTRICAL	1101200 |560230|		2026/5	104.29
				S3412953.001	BLANKET PO FOR MISC ELECTRICAL	1101200 |560230|		2026/5	300.93
				S3412217.001	BLANKET PO FOR MISC ELECTRICAL	1101200 |560230|		2026/5	51.41
				S3412296.001	BLANKET PO FOR MISC ELECTRICAL	1101200 |560230|		2026/5	45.14
						Total For Check # 334399			**501.77**
11/20/2025	334400	20	BROKEN ARROW LAWN &	128390	BLANKET PO FOR MISC	1105300 |540200|		2026/5	271.20
						Total For Check # 334400			**271.20**
11/20/2025	334402	22	BROKEN ARROW SENIORS INC	42378	42378 11/14/2025	1106002 |550100|		2026/5	896.89
						Total For Check # 334402			**896.89**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/20/2025	334409	37	CINTAS CORPORATION	5302723710	BLANKET PO FOR ALL DEPARTMENT	1106005 |560230|		2026/5	18.19
						Total For Check # 334409			**18.19**
11/20/2025	334410	1391	CLEAN THE UNIFORM CO	52163075	52163075 11/07/2025	1106002 |540330|		2026/5	33.17
				52163074	52163074 11/07/2025	1106000 |540310|		2026/5	134.75
				52163074	52163074 11/07/2025	1106000 |540330|		2026/5	0.34
				52162599	52162599 11/05/2025	1106000 |540310|		2026/5	33.04
				52162599	52162599 11/05/2025	1106003 |540310|		2026/5	50.10
						Total For Check # 334410			**251.40**
11/20/2025	334419	3158	EMBLAZON PRINTING	4758	INV 4758 11/04/2025	1101315 |560100|		2026/5	100.50
						Total For Check # 334419			**100.50**
11/20/2025	334421	2110	FARMERS CO-OP	4477426	Wooden box gopher trap	1106000 |560230|		2026/5	108.00
						Total For Check # 334421			**108.00**
11/20/2025	334422	4056	KIRKWALL HOLDINGS LLC	617-16454	617-16454 OCT 2, 2025	1101700 |560230|		2026/5	187.33
						Total For Check # 334422			**187.33**
11/20/2025	334423	64	FEDERAL EXPRESS	9-057-36783	9-057-36783 NOV 6, 2025 INV 9-057-	1101700 |550390|		2026/5	6.54
						Total For Check # 334423			**6.54**
11/20/2025	334424	1231	AT&T MOBILITY LLC	19128175X11082025	287319128175X11082025 OCT 2025	1101300 |550220|		2026/5	46.84
				19128175X11082025	287319128175X11082025 OCT 2025	1101415 |550220|		2026/5	662.72
				19128175X11082025	287319128175X11082025 OCT 2025	1105310 |550220|		2026/5	18.72
				19128175X11082025	287319128175X11082025 OCT 2025	1106000 |550220|		2026/5	37.44
				19128175X11082025	287319128175X11082025 OCT 2025	1106005 |550220|		2026/5	46.84
				19128175X11082025	287319128175X11082025 OCT 2025	1101010 |550540|		2026/5	83.73
				19128175X11082025	287319128175X11082025 OCT 2025	1101102 |550540|		2026/5	80.08
				19128175X11082025	287319128175X11082025 OCT 2025	1101200 |550540|		2026/5	1,100.08
				19128175X11082025	287319128175X11082025 OCT 2025	1101300 |550540|		2026/5	154.30
				19128175X11082025	287319128175X11082025 OCT 2025	1101310 |550540|		2026/5	40.04
				19128175X11082025	287319128175X11082025 OCT 2025	1101400 |550540|		2026/5	154.30
				19128175X11082025	287319128175X11082025 OCT 2025	1101410 |550540|		2026/5	222.66
				19128175X11082025	287319128175X11082025 OCT 2025	1101415 |550540|		2026/5	581.66
				19128175X11082025	287319128175X11082025 OCT 2025	1101501 |550540|		2026/5	86.88
				19128175X11082025	287319128175X11082025 OCT 2025	1101700 |550540|		2026/5	220.00

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				19128175X11082025	287319128175X11082025 OCT 2025	1105300 |550540|		2026/5	24.74
				19128175X11082025	287319128175X11082025 OCT 2025	1105310 |550540|		2026/5	913.96
				19128175X11082025	287319128175X11082025 OCT 2025	1106000 |550540|		2026/5	264.68
				19128175X11082025	287319128175X11082025 OCT 2025	1106002 |550540|		2026/5	259.12
				19128175X11082025	287319128175X11082025 OCT 2025	1106004 |550540|		2026/5	43.04
				19128175X11082025	287319128175X11082025 OCT 2025	1101200 |550540|		2026/5	327.77
				19128175X11082025	287319128175X11082025 OCT 2025	1101200 |560240|		2026/5	2,294.39
						Total For Check # 334424			**7,663.99**
11/20/2025	334428	1322	GEM DIRT, LLC	INVGD404233	topsoil	1106003 |560270|		2026/5	189.00
				INVGD404215	topsoil	1106003 |560270|		2026/5	216.00
						Total For Check # 334428			**405.00**
11/20/2025	334429	4495	GO BALLISTIC	19203	19203 11/12/2025	1101315 |550280|		2026/5	600.00
						Total For Check # 334429			**600.00**
11/20/2025	334432	4342	GRAND TRUCK EQUIPMENT CO	240335	unit # 2433	1105300 |540200|		2026/5	260.00
						Total For Check # 334432			**260.00**
11/20/2025	334433	1244	GRANICUS, INC.	218153	218153 11/11/2025	1101800 |540550|		2026/5	1,502.01
						Total For Check # 334433			**1,502.01**
11/20/2025	334434	79	GREEN ACRE SOD FARMS	13187	BL;ANKET PO FOR BERMUDA SOD	1106000 |560700|		2026/5	95.00
				13185	BL;ANKET PO FOR BERMUDA SOD	1106000 |560700|		2026/5	19.00
				13186	BL;ANKET PO FOR BERMUDA SOD	1106000 |560700|		2026/5	190.00
						Total For Check # 334434			**304.00**
11/20/2025	334441	3510	HILLTOP HOLDINGS INC	R22118	R22118 11/06/2025	1101700 |530870|		2026/5	19,000.00
						Total For Check # 334441			**19,000.00**
11/20/2025	334445	5492	CHRISTIAN COUGHLIN	1000202865	HARD HATS FOR ZACHARY SMITH	1105300 |560100|		2026/5	2,159.20
						Total For Check # 334445			**2,159.20**
11/20/2025	334447	4736	DUSTIN MANLY	10001107	REPLACE BACKFLOW/RPZ ON FIRE	1106002 |540070|		2026/5	2,486.00
						Total For Check # 334447			**2,486.00**
11/20/2025	334449	5476	SHOW IT OFF LLC	50610987	INV# 50610987 11/12/2025	1101315 |550280|		2026/5	1,720.40
						Total For Check # 334449			**1,720.40**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/20/2025	334451	5131 KEVIN BEHE	15099	CITY COUNCIL 07/14/25	1101200 |540070|		2026/5	0.28
			15099	CITY COUNCIL 07/14/25	1101700 |540070|		2026/5	1.59
			15099	CITY COUNCIL 07/14/25	1105300 |540070|		2026/5	0.76
			15099	CITY COUNCIL 07/14/25	1106000 |540070|		2026/5	1.34
			15099	CITY COUNCIL 07/14/25	1106002 |540070|		2026/5	1.53
			15099	CITY COUNCIL 07/14/25	1106005 |540070|		2026/5	0.38
			15153	CITY COUNCIL 07/14/25	1101200 |540070|		2026/5	3.59
			15153	CITY COUNCIL 07/14/25	1101700 |540070|		2026/5	19.87
			15153	CITY COUNCIL 07/14/25	1105300 |540070|		2026/5	9.55
			15153	CITY COUNCIL 07/14/25	1106000 |540070|		2026/5	16.69
			15153	CITY COUNCIL 07/14/25	1106002 |540070|		2026/5	19.07
			15153	CITY COUNCIL 07/14/25	1106005 |540070|		2026/5	4.77
			14990	CITY COUNCIL 07/14/25	1101200 |540070|		2026/5	0.28
			14990	CITY COUNCIL 07/14/25	1101700 |540070|		2026/5	1.59
			14990	CITY COUNCIL 07/14/25	1105300 |540070|		2026/5	0.76
			14990	CITY COUNCIL 07/14/25	1106000 |540070|		2026/5	1.34
			14990	CITY COUNCIL 07/14/25	1106002 |540070|		2026/5	1.53
			14990	CITY COUNCIL 07/14/25	1106005 |540070|		2026/5	0.38
			14991	CITY COUNCIL 07/14/25	1101200 |540070|		2026/5	0.58
			14991	CITY COUNCIL 07/14/25	1101700 |540070|		2026/5	3.18
			14991	CITY COUNCIL 07/14/25	1105300 |540070|		2026/5	1.53
			14991	CITY COUNCIL 07/14/25	1106000 |540070|		2026/5	2.67
			14991	CITY COUNCIL 07/14/25	1106002 |540070|		2026/5	3.05
			14991	CITY COUNCIL 07/14/25	1106005 |540070|		2026/5	0.76
			15097	CITY COUNCIL 07/14/25	1101200 |540070|		2026/5	0.35
			15097	CITY COUNCIL 07/14/25	1101700 |540070|		2026/5	1.99
			15097	CITY COUNCIL 07/14/25	1105300 |540070|		2026/5	0.95
			15097	CITY COUNCIL 07/14/25	1106000 |540070|		2026/5	1.67
			15097	CITY COUNCIL 07/14/25	1106002 |540070|		2026/5	1.91
			15097	CITY COUNCIL 07/14/25	1106005 |540070|		2026/5	0.48
			15098	CITY COUNCIL 07/14/25	1101200 |540070|		2026/5	0.29
			15098	CITY COUNCIL 07/14/25	1101700 |540070|		2026/5	1.59
			15098	CITY COUNCIL 07/14/25	1105300 |540070|		2026/5	0.76
			15098	CITY COUNCIL 07/14/25	1106000 |540070|		2026/5	1.34
			15098	CITY COUNCIL 07/14/25	1106002 |540070|		2026/5	1.53
			15098	CITY COUNCIL 07/14/25	1106005 |540070|		2026/5	0.38
			15096	CITY COUNCIL 07/14/25	1101200 |540070|		2026/5	0.35

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				15096	CITY COUNCIL 07/14/25	1101700 |540070|		2026/5	1.99
				15096	CITY COUNCIL 07/14/25	1105300 |540070|		2026/5	0.95
				15096	CITY COUNCIL 07/14/25	1106000 |540070|		2026/5	1.67
				15096	CITY COUNCIL 07/14/25	1106002 |540070|		2026/5	1.91
				15096	CITY COUNCIL 07/14/25	1106005 |540070|		2026/5	0.48
				15100	CITY COUNCIL 07/14/25	1101200 |540070|		2026/5	0.35
				15100	CITY COUNCIL 07/14/25	1101700 |540070|		2026/5	1.99
				15100	CITY COUNCIL 07/14/25	1105300 |540070|		2026/5	0.95
				15100	CITY COUNCIL 07/14/25	1106000 |540070|		2026/5	1.67
				15100	CITY COUNCIL 07/14/25	1106002 |540070|		2026/5	1.91
				15100	CITY COUNCIL 07/14/25	1106005 |540070|		2026/5	0.48
				14989	CITY COUNCIL 07/14/25	1101200 |540070|		2026/5	0.28
				14989	CITY COUNCIL 07/14/25	1101700 |540070|		2026/5	1.59
				14989	CITY COUNCIL 07/14/25	1105300 |540070|		2026/5	0.76
				14989	CITY COUNCIL 07/14/25	1106000 |540070|		2026/5	1.34
				14989	CITY COUNCIL 07/14/25	1106002 |540070|		2026/5	1.53
				14989	CITY COUNCIL 07/14/25	1106005 |540070|		2026/5	0.38
						Total For Check #	**334451**		**130.89**
11/20/2025	334452	124	KIMS INTERNATIONAL	0154022-IN	BLANKET PO - MISC. FITTINGS	1106000 |560200|		2026/5	78.18
						Total For Check #	**334452**		**78.18**
11/20/2025	334453	4504	KRISTINA SANDRIDGE	8001	8001 11/13/2025	1101315 |550280|		2026/5	250.00
						Total For Check #	**334453**		**250.00**
11/20/2025	334460	131	LOCKE SUPPLY COMPANY	56953621-00	BLANKET PO FOR PLUMBING &	1106004 |560180|		2026/5	11.22
				56953696-00	BLANKET PO FOR PLUMBING &	1106004 |560180|		2026/5	30.56
				56919524-00	BLANKET PO FOR PLUMBING &	1106000 |560230|		2026/5	7.76
				56878527-00	BLANKET PO FOR PLUMBING &	1105310 |560230|		2026/5	205.73
				56726796-00	BLANKET PO FOR PLUMBING &	1105310 |560230|		2026/5	9.02
				56906810-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/5	12.32
				56944876-00	BLANKET PO FOR PLUMBING &	1106001 |560180|		2026/5	26.14
				56943475-00	BLANKET PO FOR PLUMBING &	1106002 |560180|		2026/5	63.30
						Total For Check #	**334460**		**366.05**
11/20/2025	334463	4770	MCINTOSH CORPORATION	950022332	BLOWER/MOTOR HVAC UNIT #5	1105300 |540070|		2026/5	4,763.00
						Total For Check #	**334463**		**4,763.00**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/20/2025	334465	4797	MICHAEL SHANE FRAZIER	11132025A	STAGE RENTAL FOR KICK OFF	1101315 |540280|		2026/5	2,000.00
						Total For Check # 334465			**2,000.00**
11/20/2025	334468	4825	JUBILEE DOLL HOUSE LLC	1127	1127 11/04/2025	1101315 |530870|		2026/5	575.00
				1129	1129 11/05/2025	1101315 |530870|		2026/5	337.50
						Total For Check # 334468			**912.50**
11/20/2025	334471	25	NAPA AUTO PARTS	020911	1372	1105315 |560200|		2026/5	4.25
				020911	230266	1105315 |560200|		2026/5	10.91
				020911	200697	1105315 |560200|		2026/5	29.51
				020911	5W30BULK	1105310 |560210|		2026/5	28.98
				020921	F000184	1105310 |560190|		2026/5	1,098.08
				020944	FL3Z19805F	1105300 |560200|		2026/5	313.53
				020967	927658	1105300 |560200|		2026/5	92.04
				020967	440162MTL	1105300 |560200|		2026/5	40.49
				020976	3036TP	1105300 |560200|		2026/5	169.99
				020977	K231099	1105300 |560200|		2026/5	63.56
				020977	S769PMT64	1105300 |560200|		2026/5	5.63
				021080	4982999	1105300 |560200|		2026/5	70.96
				021080		1105300 |560200|		2026/5	27.00
				021081	503188	1106005 |560200|		2026/5	666.67
				021081	504571	1106005 |560200|		2026/5	311.11
				021081		1106005 |560200|		2026/5	51.50
				021085	7151	1105300 |560200|		2026/5	15.05
				021085	300458	1105300 |560200|		2026/5	49.89
				021085	122319	1105300 |560210|		2026/5	99.96
				021101	7151	1105310 |560200|		2026/5	15.05
				021101	300458	1105310 |560200|		2026/5	49.89
				021101	230266	1105310 |560200|		2026/5	10.91
				021101	200905	1105310 |560200|		2026/5	20.38
				021101	15W40BULK	1105310 |560210|		2026/5	46.67
				021108	FS20194	1105300 |560200|		2026/5	103.47
				021108	600515	1105300 |560200|		2026/5	53.43
				021108	400107	1105300 |560200|		2026/5	40.89
				021108	15W40BULK	1105300 |560210|		2026/5	157.96
				021109	SG03020014	1105300 |560200|		2026/5	42.80
				021109	29558329	1105300 |560200|		2026/5	125.87
				021109	220129	1105300 |560200|		2026/5	47.40

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			021109	HDATFBULK	1105300 |560210|		2026/5	5.18
			021109	85W140BULK	1105300 |560210|		2026/5	5.63
			021109	2413	1105300 |560230|		2026/5	12.68
			021123	RTU1GAL	1105300 |560210|		2026/5	17.22
			021123	GR14CHTR	1105300 |560210|		2026/5	50.80
			021123	75520	1105300 |560210|		2026/5	24.55
			021125	181950	1105300 |560200|		2026/5	268.32
			021125		1105300 |560200|		2026/5	70.32
			021131	38627	1105300 |560200|		2026/5	70.87
			021138	HDATFBULK	1105300 |560210|		2026/5	103.60
			021202	F244465FLATFACE	1105300 |560190|		2026/5	1,668.56
			021205	7151	1106000 |560200|		2026/5	15.05
			021205	300458	1106000 |560200|		2026/5	49.89
			021205	230266	1106000 |560200|		2026/5	10.91
			021205	200679	1106000 |560200|		2026/5	45.38
			021205	15W40BULK	1106000 |560210|		2026/5	46.67
			021207	1013549	1101700 |560230|		2026/5	115.47
			021209	MTP65HD	1106000 |560200|		2026/5	266.02
					Total For Check #	**334471**		**6,710.95**
11/20/2025	334472		021057	103264HL	1105300 |560200|		2026/5	236.67
			021057	103183AL	1105300 |560200|		2026/5	-294.44
			020907	708015	1106000 |560200|		2026/5	33.00
			020909	9221	1106000 |560200|		2026/5	32.21
			020909	9599	1106000 |560200|		2026/5	21.76
			020920	7502	1101415 |560200|		2026/5	4.25
			020920	9883	1101415 |560200|		2026/5	12.73
			020920	5W20BULK	1101415 |560210|		2026/5	18.12
			020933	2552941	1106000 |560200|		2026/5	11.10
			020938	6231	1105300 |560210|		2026/5	58.38
			020940	10875	1106000 |560200|		2026/5	-34.17
			020948	NNGB53	1105300 |560210|		2026/5	13.07
			020962	122494	1105300 |560210|		2026/5	10.74
			020962	HDRTU1GAL	1105300 |560210|		2026/5	17.16
			020975	4025J	1106000 |560210|		2026/5	24.48
			021075	1013494	1105300 |560230|		2026/5	57.79
			021114		1105300 |560200|		2026/5	41.91
			021119	AHDWMPHDC1	1105300 |560230|		2026/5	7.84

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				021139	15W40BULK	1105300 |560210|		2026/5	7.18
				021143	RK22100	1105300 |560200|		2026/5	17.80
				021193	124402	1106000 |560210|		2026/5	20.12
				021193	124184	1106000 |560210|		2026/5	7.14
				021200	FLOORSCREW	1105300 |560200|		2026/5	21.00
						Total For Check # 334472			**345.84**
11/20/2025	334473			020923	5051204	1106000 |560200|		2026/5	0.59
				020934	560000	1106000 |560200|		2026/5	4.41
				021087	192N	1106000 |560200|		2026/5	3.92
				021096	106A	1106000 |560200|		2026/5	2.39
				021132	28107	1105300 |560200|		2026/5	1.73
				021192	PKA0F3	1105300 |560210|		2026/5	3.64
						Total For Check # 334473			**16.68**
11/20/2025	334481	1111	P&K EQUIPMENT	6087934	6087934 09/17/2025	1106000 |560200|		2026/5	53.40
						Total For Check # 334481			**53.40**
11/20/2025	334488	2542	REPUBLIC SERVICES OF TULSA	0053-00424276	0053-000424276 10/25/2025	1106002 |540330|		2026/5	1,924.03
						Total For Check # 334488			**1,924.03**
11/20/2025	334491	3827	ROBINSON GLASS OF TULSA	3-116420	REPLACE BROKEN GLASS IN TOM	1101700 |540070|		2026/5	2,204.00
						Total For Check # 334491			**2,204.00**
11/20/2025	334492	4982	ROSEMARY C. DAUGHERTY	8002	INV 8002 11/13/2025	1101315 |550280|		2026/5	250.00
						Total For Check # 334492			**250.00**
11/20/2025	334493	201	ROYAL PRINTING	67065	67065 11/05/2025	1101315 |550360|		2026/5	693.00
						Total For Check # 334493			**693.00**
11/20/2025	334495	602	SANDERS NURSERY	1161760	BLANKET PO FOR NURSERY STOCK	1106003 |560700|		2026/5	181.92
						Total For Check # 334495			**181.92**
11/20/2025	334499	2144	SITE ONE LANDSCAPE SUPPLY	160573762-001	BLANKET PO FOR IRRIGATION	1106000 |560230|		2026/5	41.23
				160434919-001	BLANKET PO FOR IRRIGATION	1106003 |560230|		2026/5	5.48
				160276705-001	BLANKET PO FOR IRRIGATION	1106003 |560230|		2026/5	9.90
						Total For Check # 334499			**56.61**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/20/2025	334500	3932	SOONER LOCK & KEY INC	118194168	BLANKET PO FOR KEYS	1105300 |560230|		2026/5	75.80
						Total For Check # 334500			**75.80**
11/20/2025	334501	1081	SOUTHERN AGRICULTURE	834559	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/5	20.95
				838023	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/5	22.97
				836191	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/5	5.96
				835463	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/5	13.94
				835464	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/5	-2.00
						Total For Check # 334501			**61.82**
11/20/2025	334507	3496	TEAM PROFESSIONAL	137094	137094 11/05/2025	1101102 |530020|		2026/5	453.00
				137093	137093 11/05/2025	1101102 |530020|		2026/5	1,608.00
						Total For Check # 334507			**2,061.00**
11/20/2025	334522	744	UNITED RENTALS, INC	255465973-001	BLANKET PO FOR MISC RENTALS	1101315 |540280|		2026/5	2,524.00
						Total For Check # 334522			**2,524.00**
11/20/2025	334524	819	VANCE BROTHERS LLC	IP00035456	BLANKET PO FOR ROAD OIL SSI	1105300 |560800|		2026/5	30.00
				IT00010256	BLANKET PO FOR ROAD OIL SSI	1105300 |560800|		2026/5	182.85
						Total For Check # 334524			**212.85**
11/20/2025	334527	5074	WAGNON CONSTRUCTION INC.	8391	REROUTE GUTTERING ON SW CORNER	1106004 |540070|		2026/5	1,600.00
						Total For Check # 334527			**1,600.00**
11/20/2025	334528	376	WAGONER COUNTY CLERK	25-11242	25-11242 10/08/2025	1101700 |550860|		2026/5	36.00
				25-11468	25-11468 10/14/2025	1101700 |550860|		2026/5	46.00
				25-11903	25-11903 10/23/2025	1101700 |550860|		2026/5	118.00
				25-11997	25-11997 10/27/2025	1101700 |550860|		2026/5	24.00
						Total For Check # 334528			**224.00**
11/20/2025	334529	1224	WAGONER COUNTY	NOV 4, 2025	VISUAL INSPECTION 2025	1101700 |530870|		2026/5	33,448.93
						Total For Check # 334529			**33,448.93**
11/20/2025	334532	30	WATER STORE INC	558183	A 4MZ1-1-4.0x0.75 2HP brass impeller	1106000 |560180|		2026/5	376.42
						Total For Check # 334532			**376.42**
						Total For Fund 110			**217,775.69**
						Number of Invoices For Fund 110			**536**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/13/2025	334233	1007	AMERICAN SERVICES INC.	3572	3572	2271700 |540280|		2026/5	60.00
						Total For Check # 334233			**60.00**
11/13/2025	334244	4666	BLUEJAY PROPERTIES LLC	DEC 2025	REAL PROPERTY RENTAL OR LEASE	2271700 |540330|		2026/5	1,750.00
						Total For Check # 334244			**1,750.00**
11/13/2025	334275	3223	GORDON OUTDOOR	43550	43550	2271700 |530870|		2026/5	750.00
						Total For Check # 334275			**750.00**
11/13/2025	334285	4768	INHOUSE ADVERSTISING LLC	9235	Inhouse Advertising annual contract for	2271700 |530870|		2026/5	1,295.00
				9227	Inhouse Advertising annual contract for	2271700 |530870|		2026/5	7,250.00
						Total For Check # 334285			**8,545.00**
11/13/2025	334292	5131	KEVIN BEHE	14794	CITY COUNCIL 07/14/25	2271700 |540070|		2026/5	1.43
						Total For Check # 334292			**1.43**
11/13/2025	334310	1133	OKLAHOMA SOCIETY OF	5268	5268	2271700 |530850|		2026/5	425.00
						Total For Check # 334310			**425.00**
11/13/2025	334343	1549	TULSA REGIONAL CHAMBER	187095	187095 NOV 1, 2025	2271700 |530850|		2026/5	1,717.50
						Total For Check # 334343			**1,717.50**
11/13/2025	334344	1988	TULSA TRUCK WORKS	25980	Unit #2514	2271700 |570020|	2517190	2026/5	1,824.99
						Total For Check # 334344			**1,824.99**
11/20/2025	334448	4768	INHOUSE ADVERSTISING LLC	9331	Inhouse Advertising annual contract for	2271700 |530870|		2026/5	7,950.00
						Total For Check # 334448			**7,950.00**
11/20/2025	334451	5131	KEVIN BEHE	15099	CITY COUNCIL 07/14/25	2271700 |540070|		2026/5	1.15
				15153	CITY COUNCIL 07/14/25	2271700 |540070|		2026/5	14.31
				14990	CITY COUNCIL 07/14/25	2271700 |540070|		2026/5	1.15
				14991	CITY COUNCIL 07/14/25	2271700 |540070|		2026/5	2.29
				15097	CITY COUNCIL 07/14/25	2271700 |540070|		2026/5	1.43
				15098	CITY COUNCIL 07/14/25	2271700 |540070|		2026/5	1.14
				15096	CITY COUNCIL 07/14/25	2271700 |540070|		2026/5	1.43
				15100	CITY COUNCIL 07/14/25	2271700 |540070|		2026/5	1.43
				14989	CITY COUNCIL 07/14/25	2271700 |540070|		2026/5	1.15
						Total For Check # 334451			**25.48**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/20/2025	334478	468	OKLAHOMA TOURISM &	87-19472	87-19472 11/10/2025	2271700 |530870|		2026/5	149.27
						Total For Check # 334478			**149.27**
						Total For Fund 227			**23,198.67**
						Number of Invoices For Fund 227			**20**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/11/2025	202742	826	LOWES	87237	BLANKET PO FOR MISC. ITEMS	3301700 |570150|	2217090	2026/5	19.43
				95192	BLANKET PO FOR MISC. ITEMS	3301700 |570150|	2217090	2026/5	11.34
				99020 09122025	BLANKET PO FOR MISC. ITEMS	3301700 |570150|	2217090	2026/5	14.23
				86961	BLANKET PO FOR MISC. ITEMS	3301700 |570150|	2217090	2026/5	186.81
						Total For Check # 202742			**231.81**
11/13/2025	334230	1661	ALLIED CONTAINER SALES LLC	51014	Standard Containers/High Cube	3306102 |570040|	BC61030	2026/5	4,300.00
				51017	Standard Containers/High Cube	3306102 |570040|	BC61030	2026/5	2,500.00
				51010	Standard Containers/High Cube	3306102 |570040|	BC61030	2026/5	2,500.00
						Total For Check # 334230			**9,300.00**
11/13/2025	334264	2449	DAVIS SUPPLY CO	0023148456-001	HOLLEDGAR914 9'x 14" LED garland 100	3306000 |570170|	2660210	2026/5	6,043.14
						Total For Check # 334264			**6,043.14**
11/13/2025	334273	831	GH2 ARCHITECTS, LLC	PA 15 201710	BA Iconic Gateway Park	3301700 |570170|	201710	2026/5	1,377.00
				PA 16 201710	BA Iconic Gateway Park	3301700 |570170|	201710	2026/5	688.50
						Total For Check # 334273			**2,065.50**
11/20/2025	334373	1335	911 CUSTOM	58992-1	Vehicle Equipment for New PD Vehicles	3303001 |570020|	2530130	2026/5	561.68
				58992-1	Vehicle Equipment for New PD Vehicles	3303001 |570020|	2530170	2026/5	280.84
				59020-2	Vehicle Equipment for New PD Vehicles	3303001 |570020|	2530140	2026/5	4,568.69
				59020C	Vehicle Equipment for New PD Vehicles	3303001 |570020|	2530140	2026/5	364.62
				29020-3	Vehicle Equipment for New PD Vehicles	3303001 |570020|	2530140	2026/5	5,125.94
				58992-2	Vehicle Equipment for New PD Vehicles	3303001 |570020|	2530130	2026/5	259.60
				58992-2	Vehicle Equipment for New PD Vehicles	3303001 |570020|	2530170	2026/5	129.80
						Total For Check # 334373			**11,291.17**
11/20/2025	334388	2321	AVERY DENNISON CORP	61825935	Graphtec FC9000-140 (54") & Flexi	3305300 |570030|	2653180	2026/5	7,366.25
						Total For Check # 334388			**7,366.25**
11/20/2025	334408	4698	CHRISTMAS DESIGNERS.COM	047159	18" Red Velvet w/gold trim Christmas bow	3306000 |570170|	2660210	2026/5	764.00
						Total For Check # 334408			**764.00**
11/20/2025	334417	2449	DAVIS SUPPLY CO	0023148456-002	HOLLEDGAR914 9'x 14" LED garland 100	3306000 |570170|	2660210	2026/5	352.00
				0023505639-001	HOL45693RB 23.5' LED 5MM warm white	3306000 |570170|	2660210	2026/5	1,080.00
						Total For Check # 334417			**1,432.00**
11/20/2025	334430	5026	DALE GRAHAM	22600519	NEW A/C FOR CONFERENCE ROOM @	3301700 |570150|	2217090	2026/5	11,127.91

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 # 334430			**11,127.91**
11/20/2025	334432	4342	GRAND TRUCK EQUIPMENT CO	250337	SnowEx model VSS-3000 electric liquid	3306000 |570030|	2660080	2026/5	9,313.00
						Total For Check # 334432			**9,313.00**
11/20/2025	334462	545	MAGNUM CONSTRUCTION INC	PA 2 2417280	Rose District Parking Lot	3301700 |570170|	2417280	2026/5	60,534.00
						Total For Check # 334462			**60,534.00**
11/20/2025	334479	4834	OLATHE FORD SALES INC	114264	VIN: 1FDUF5HT1SDA01841 2025 Ford F-	3303502 |570020|	2635170	2026/5	91,675.00
				114453	VIN: 1FDUF5HT1SDA01841 2025 Ford F-	3303502 |570020|	2635170	2026/5	91,675.00
						Total For Check # 334479			**183,350.00**
11/20/2025	334483	2667	PREMIER FLOOR COVERING	4393 A/B	Refinish Gym Floors Project #2660220	3306002 |570150|	2660220	2026/5	4,800.00
						Total For Check # 334483			**4,800.00**
11/20/2025	334491	3827	ROBINSON GLASS OF TULSA	3-116150	GLASS REPAIR FOR MICHAEL	3301700 |570170|	2617060	2026/5	2,709.00
						Total For Check # 334491			**2,709.00**
11/20/2025	334525	5302	VERSALIFT SOUTHWEST, LLC	1067984	CITY COUNCIL APPROVED 08/19/25	3301200 |570020|	2612010	2026/5	212,820.00
						Total For Check # 334525			**212,820.00**
						Total For Fund 330			**523,147.78**
						Number of Invoices For Fund 330			**29**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/13/2025	334282	5458	HURRICANE BUTTERFLY LAW	25-0295	40MM Launcher and 40MM Projectiles for	3313001 |560230|	STCRIM	2026/5	511.12
				25-0295	40MM Launcher and 40MM Projectiles for	3313001 |560240|	STCRIM	2026/5	1,877.07
						Total For Check # 334282			**2,388.19**
						Total For Fund 331			**2,388.19**
						Number of Invoices For Fund 331			**2**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/20/2025	334499	2144	SITE ONE LANDSCAPE SUPPLY	160417604-001	BLANKET PO FOR IRRIGATION	3326000 |570170|	PKDONA	2026/5	174.95
						Total For Check # 334499			**174.95**
						Total For Fund 332			**174.95**
						Number of Invoices For Fund 332			**1**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/20/2025	334466	5519	MORIDGE MANUFACTURING,	829310	Grasshopper Mower - Deano K.	3336005 |570030|	2660330	2026/5	22,256.00
						Total For Check # 334466			**22,256.00**
						Total For Fund 333			**22,256.00**
						Number of Invoices For Fund 333			**1**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/13/2025	334229	149 AMERICAN ELECTRIC	789-381-1-9 10272025	956-789-381-1-9 OCT 27, 2025	3425300 |550250|		2026/5	4,310.38
					Total For Check # 334229			**4,310.38**
11/13/2025	334232	4935 AMAZON.COM SALES INC	11ML-FNQP-6P9K	HAND TOOLS - SHAUN SIGN SHOP	3425300 |560230|		2026/5	6.99
					Total For Check # 334232			**6.99**
11/13/2025	334299	131 LOCKE SUPPLY COMPANY	56809773-00	BLANKET PO FOR PLUMBING &	3425300 |560230|		2026/5	284.45
					Total For Check # 334299			**284.45**
11/20/2025	334376	149 AMERICAN ELECTRIC	851-307-0-7 11062025	FY26 ANNUAL AGREEMENT SINGLES	3425300 |550250|		2026/5	6.70
			111-611-0-2 10312025	FY26 ANNUAL AGREEMENT - SINGLES	3425300 |550250|		2026/5	32,040.03
			452-844-0-4 10292025	FY26 ANNUAL AGREEMENT SIGNALS	3425300 |550250|		2026/5	2,640.13
			983-871-0-9 10282025	FY26 ANNUAL AGREEMENT SINGLES	3425300 |550250|		2026/5	23.89
			959-474-0-9 11122025	FY26 ANNUAL AGREEMENT - SINGLES	3425300 |550250|		2026/5	66.23
			144-898-0-2 11072025	FY26 ANNUAL AGREEMENT SINGLES	3425300 |550250|		2026/5	6.70
					Total For Check # 334376			**34,783.68**
11/20/2025	334459	614 LIGHTING INC/BROKEN ARROW	S3417488.001	BLANKET PO FOR MISC. LIGHTING	3425300 |560230|		2026/5	1,766.68
					Total For Check # 334459			**1,766.68**
					Total For Fund 342			**41,152.18**
					Number of Invoices For Fund 342			**10**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/13/2025	334236	4846	APAC-CENTRAL, INC.	7002346597	BLANKET PO FOR ASPHALT (PRIMARY	3435300 |570150|	ST26040	2026/5	1,116.00
						Total For Check # 334236			**1,116.00**
11/13/2025	334317	320	POE AND ASSOCIATES	15802	SW25120 Hemlock Culvert	3435300 |570160|	SW25120	2026/5	11,386.00
						Total For Check # 334317			**11,386.00**
11/13/2025	334329	969	SHERWOOD CONSTRUCTION	290223	BLANKET PO (BACKUP BIDDER FOR	3435300 |570150|	ST24270	2026/5	302.86
				290347	BLANKET PO (BACKUP BIDDER FOR	3435300 |570150|	ST24270	2026/5	461.14
				290458	BLANKET PO (BACKUP BIDDER FOR	3435300 |570150|	ST24270	2026/5	1,232.45
				290642	BLANKET PO (BACKUP BIDDER FOR	3435300 |570150|	ST24270	2026/5	1,780.42
						Total For Check # 334329			**3,776.87**
11/20/2025	334456	1050	LAFERRY'S LP GAS COMPANY	00060004	BLANKET PO FOR PROPANE	3435300 |570150|	ST26130	2026/5	117.00
						Total For Check # 334456			**117.00**
11/20/2025	334474	5247	NEXLEVEL REDI MIX LLC	5677	Blanket PO for Concrete	3435300 |570150|	ST24270	2026/5	435.00
				5499	Blanket PO for Concrete	3435300 |570150|	ST24270	2026/5	495.00
						Total For Check # 334474			**930.00**
11/20/2025	334497	969	SHERWOOD CONSTRUCTION	291613	BLANKET PO (BACKUP BIDDER FOR	3435300 |570150|	ST24270	2026/5	1,340.22
						Total For Check # 334497			**1,340.22**
11/20/2025	334514	226	TULSA COUNTY ASSESSOR'S	10015116	10015116 11/13/2025	3435300 |570150|	ST26280	2026/5	65,889.45
						Total For Check # 334514			**65,889.45**
11/20/2025	334521	1496	TWIN CITIES READY MIX INC	312910	BLANKET PO FOR MISC	3435300 |570150|	ST24270	2026/5	644.00
				312373	BLANKET PO FOR MISC	3435300 |570150|	ST24270	2026/5	370.00
				313479	BLANKET PO FOR MISC	3435300 |570150|	ST24270	2026/5	733.50
						Total For Check # 334521			**1,747.50**
						Total For Fund 343			**86,303.04**
						Number of Invoices For Fund 343			**14**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/13/2025	334178	2359	JAMIE OTT	PDR 11162025	PER DIEM IAEM CONF	3443003 |550030|		2026/5	352.00
						Total For Check # 334178			**352.00**
11/13/2025	334224	4017	PARKER MCDANIEL	PDR 10262025	PER DIEM	3443001 |550030|		2026/5	204.00
				EMP 10292025	REIMBURSEMENT	3443001 |550030|		2026/5	36.06
						Total For Check # 334224			**240.06**
11/13/2025	334229	149	AMERICAN ELECTRIC	234-103-0-2 10292025	FY26 ANNUAL AGREEMENT 959-234-103-	3443001 |550250|		2026/5	27,110.91
				234-103-0-2 10292025	FY26 ANNUAL AGREEMENT 959-234-103-	3443009 |550250|		2026/5	3,271.90
						Total For Check # 334229			**30,382.81**
11/13/2025	334232	4935	AMAZON.COM SALES INC	1CNQ-C6QN-JH1Q	Replacement Batteries for Unit 1933	3443003 |560230|		2026/5	69.99
				1WWJ-PXCR-HW3L	Disinfecting Wipes for Dispatch	3443006 |560230|		2026/5	56.94
				1VDM-9JVY-DGGR	Solvent for Firearms Staff	3443001 |560320|		2026/5	218.66
				1YFM-TCT7-3VWH	Phone Charger for Dispatch	3443006 |560230|		2026/5	38.97
				1KN3-6PRQ-KK3G	Order for Capt. Tener	3443001 |570170|	2630120	2026/5	1,658.07
						Total For Check # 334232			**2,042.63**
11/13/2025	334248	4584	BROKEN ARROW PET RESORT	34053	34053	3443001 |530870|		2026/5	283.50
				36427	36427	3443001 |530870|		2026/5	175.00
						Total For Check # 334248			**458.50**
11/13/2025	334253	37	CINTAS CORPORATION	5300602804	First Aid Replenishments for FY2026	3443001 |560230|		2026/5	110.89
						Total For Check # 334253			**110.89**
11/13/2025	334254	996	CITY OF BROKEN ARROW	180446	Payroll Run 1 - Warrant 251107	344 |218180|		2026/5	716.90
				180446	Payroll Run 1 - Warrant 251107	344 |218360|		2026/5	5,650.86
						Total For Check # 334254			**6,367.76**
11/13/2025	334256	1391	CLEAN THE UNIFORM CO	52159199	Rugs for the Animal Shelter	3443009 |540330|		2026/5	3.92
				52156968	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/5	4.71
				52156969	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/5	4.71
						Total For Check # 334256			**13.34**
11/13/2025	334260	4896	WA BUTLR COMPANY	EJ14660	Medical Supplies & Medicine for the Animal	3443009 |560230|		2026/5	198.00
						Total For Check # 334260			**198.00**
11/13/2025	334270	68	FORD AUDIO VIDEO SYSTEMS	302006493	302006493	3443001 |540290|		2026/5	438.00

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 334270			**438.00**
11/13/2025	334281	4978	HIPOWER SYSTEMS	2025-176	2025-176	3443001 |540290|		2026/5	1,760.12
						Total For Check # 334281			**1,760.12**
11/13/2025	334283	115	INCOG	E-002426	E-002426 NOV 1, 2025	3443006 |550220|		2026/5	13,806.74
						Total For Check # 334283			**13,806.74**
11/13/2025	334289	4973	JIM NORTON FORD	F4C527073	UNIT # 1614	3443001 |540200|		2026/5	423.98
						Total For Check # 334289			**423.98**
11/13/2025	334292	5131	KEVIN BEHE	14794	CITY COUNCIL 07/14/25	3443001 |540070|		2026/5	3.70
				14794	CITY COUNCIL 07/14/25	3443009 |540070|		2026/5	0.24
						Total For Check # 334292			**3.94**
11/13/2025	334294	3876	KRISTI WITTLICH	OCT 31, 2025	Professional Services Veterinary Consult	3443009 |530870|		2026/5	644.00
						Total For Check # 334294			**644.00**
11/13/2025	334295	4452	L3HARRIS TECHNOLOGIES INC	93460753	Radio Programming Dongle - Ott	3443003 |560500|		2026/5	785.70
						Total For Check # 334295			**785.70**
11/13/2025	334297	614	LIGHTING INC/BROKEN ARROW	S3418379.001	BLANKET PO FOR MISC. LIGHTING	3443001 |560180|		2026/5	26.32
						Total For Check # 334297			**26.32**
11/13/2025	334300	2355	LOCKEDINRN	11012025	Visiting Nurse	3443008 |530870|		2026/5	307.08
						Total For Check # 334300			**307.08**
11/13/2025	334304	25	NAPA AUTO PARTS	20795	F2GZ1A189A	3443001 |560200|		2026/5	74.33
				20800	7502	3443001 |560200|		2026/5	4.25
				20800	4068	3443001 |560200|		2026/5	5.32
				20800	20811	3443001 |560210|		2026/5	23.61
				20800	115	3443001 |560210|		2026/5	14.44
				20800	5W20BULK	3443001 |560210|		2026/5	18.12
				20809	F2GZ1A189A	3443001 |560200|		2026/5	148.66
				020691	MTX49H8	3443001 |560200|		2026/5	247.70
				020823	F000702	3443001 |560190|		2026/5	297.20
				020828	DG1Z2200B	3443001 |560200|		2026/5	88.87
				020828	DG1Z2001F	3443001 |560200|		2026/5	217.78

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			020542	7060	3443001 |560200|		2026/5	8.50
			020542	4048	3443001 |560200|		2026/5	17.76
			020542	9746	3443001 |560200|		2026/5	38.58
			020542	4013	3443001 |560200|		2026/5	12.46
			020542	20811	3443001 |560210|		2026/5	47.22
			020542	115	3443001 |560210|		2026/5	28.88
			020542	5W20BULK	3443001 |560210|		2026/5	42.28
			020544	FT9656	3443001 |560200|		2026/5	64.03
			020544	84032	3443001 |560210|		2026/5	24.39
			020546	7060	3443001 |560200|		2026/5	4.25
			020546	4013	3443001 |560200|		2026/5	6.23
			020546	4017	3443001 |560200|		2026/5	8.00
			020546	9756	3443001 |560200|		2026/5	14.86
			020546	20811	3443001 |560210|		2026/5	23.61
			020546	115	3443001 |560210|		2026/5	14.44
			020546	5W20BULK	3443001 |560210|		2026/5	21.14
			020547	F000702	3443001 |560190|		2026/5	396.26
			020560	68425215AB	3443001 |560200|		2026/5	1,504.17
			020562	FT8855	3443001 |560200|		2026/5	57.24
			020562	239183	3443001 |560200|		2026/5	161.76
			020565	HC3Z1A189F	3443001 |560200|		2026/5	74.33
			20572	BB5Z17K945BA	3443001 |560200|		2026/5	66.70
			020754	DB5Z18472T	3443001 |560200|		2026/5	97.78
			020755	GB5Z6038A	3443001 |560200|		2026/5	121.04
			020763	FT8825	3443001 |560200|		2026/5	56.16
			020763	FT8855	3443001 |560200|		2026/5	57.24
			020763	860	3443001 |560210|		2026/5	21.88
			020767	BR930809	3443001 |560200|		2026/5	150.28
			020776	9119746	3443009 |560200|		2026/5	356.01
					Total For Check #	**334304**		**4,637.76**
11/13/2025	334305		20779	7502	3443001 |560200|		2026/5	4.25
			20779	20811	3443001 |560210|		2026/5	23.61
			20779	115	3443001 |560210|		2026/5	14.44
			20779	5W20BULK	3443001 |560210|		2026/5	18.12
			20783	7502	3443001 |560200|		2026/5	4.25
			20783	200910	3443001 |560200|		2026/5	7.42
			20796	84104	3443001 |560230|		2026/5	8.71

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				20816	9L8Z6G004C	3443001 |560200|		2026/5	27.20
				020656	RTU1DEX	3443001 |560210|		2026/5	18.60
				020550	IC930	3443001 |560200|		2026/5	30.42
				020555	4017	3443001 |560200|		2026/5	8.00
				020555	9756	3443001 |560200|		2026/5	14.86
				020734	1255H7N	3443001 |560200|		2026/5	8.58
				020768	RTU1DEX	3443001 |560200|		2026/5	18.60
						Total For Check #	**334305**		**207.06**
11/13/2025	334311	4505	ON CALL SERVICES AND	103555	Port O Potties for Safety Spooktacular Event	3443001 |540330|		2026/5	899.39
						Total For Check #	**334311**		**899.39**
11/13/2025	334319	331	PUSH PEDAL PULL	411862	Equipment Maintenance for Jail Gym	3443001 |540290|		2026/5	685.00
						Total For Check #	**334319**		**685.00**
11/13/2025	334320	3451	RAINWATER PRODUCTIONS,	1497	Audio Production for Safety Spooktacular	3443001 |540330|		2026/5	1,086.00
						Total For Check #	**334320**		**1,086.00**
11/13/2025	334327	5048	SHAMROCK TIRE & AUTO	107-798297	BLANKET PO FOR ALIGNMENTS	3443001 |540200|		2026/5	109.95
				107-798577	BLANKET PO FOR ALIGNMENTS	3443001 |540200|		2026/5	109.95
						Total For Check #	**334327**		**219.90**
11/13/2025	334332	4661	SMITH TWO WAY RADIO, INC	INV-002185	24 Hour Chairs for Dispatch	3443006 |560240|		2026/5	5,257.25
						Total For Check #	**334332**		**5,257.25**
11/13/2025	334334	4985	STOCK ENTERPRISES, LLC	INV-55141	Replacement Grappler Parts for Unit 2310	3443001 |560200|		2026/5	1,000.00
						Total For Check #	**334334**		**1,000.00**
11/13/2025	334335	5285	SUPER KLEAN CAR WASH	11.3.2025	Car Washes invoiced once per month to be	3443001 |540200|		2026/5	935.00
						Total For Check #	**334335**		**935.00**
11/13/2025	334336	4610	TEAM CENTRAL	2025-1395	Safety Spooktacular Shirts	3443001 |550890|		2026/5	525.00
						Total For Check #	**334336**		**525.00**
11/13/2025	334341	929	TULSA CLEANING SYSTEMS	76598	PARTS FOR ANIMAL SHELTER CAT	3443009 |560180|		2026/5	204.37
						Total For Check #	**334341**		**204.37**
11/13/2025	334345	949	TULSA WINNELSON COMPANY	654543 01	BLANKET PO MISC. PLUMBING	3443001 |560180|		2026/5	33.37

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 # 334345			**33.37**
11/13/2025	334353	1095	WINDSTREAM HOLDINGS II LLC	100429341 11052025	FY26 ANNUAL AGREEMENT	3443001 |550220|		2026/5	6,961.86
				100738908 11052025	FY26 ANNUAL AGREEMENT	3443001 |550220|		2026/5	5,490.11
						Total For Check # 334353			**12,451.97**
11/20/2025	334361	1454	JOSHUA S RUSSELL	T&A 10172025	REIMB - UBER(X3)- IACP- DENVER, CO	3443001 |550030|		2026/5	110.49
						Total For Check # 334361			**110.49**
11/20/2025	334370	211	SECRETARY OF STATE	11072025	FILLING NOTARY BOND FOR BRANDON	3443010 |530110|		2026/5	10.00
						Total For Check # 334370			**10.00**
11/20/2025	334371			10062025	FILLING NOTARY BOND FOR TANYA	3443006 |530110|		2026/5	10.00
						Total For Check # 334371			**10.00**
11/20/2025	334375	489	ADMIRAL EXPRESS LLC	2594014-0	Furniture for Amanda Long and Krista	3443010 |540280|		2026/5	292.31
				2594014-0	Furniture for Amanda Long and Krista	3443010 |560240|		2026/5	6,170.96
						Total For Check # 334375			**6,463.27**
11/20/2025	334378	3434	ALLTERRA CENTRAL INC	SO214851	SO214851 11/06/2025	3443001 |540550|		2026/5	4,228.50
						Total For Check # 334378			**4,228.50**
11/20/2025	334380	4935	AMAZON.COM SALES INC	14TD-Q636-RPVD	Items for Training Center	3443001 |560030|		2026/5	265.96
				14TD-Q636-RPVD	Items for Training Center	3443001 |560180|		2026/5	62.66
				14TD-Q636-RPVD	Items for Training Center	3443001 |560230|		2026/5	46.97
				14TD-Q636-RPVD	Items for Training Center	3443001 |560240|		2026/5	265.55
				1GX3-JVY4-FPND	Additional Batteries for Unit 1933 Command	3443001 |560200|		2026/5	209.97
				11PT-QNMF-F9L9	Computer Bags for Dispatch	3443006 |560230|		2026/5	284.72
				1TVM-46RP-7FLN	Red Dots for SOT 40MM Launchers	3443001 |560320|		2026/5	295.02
						Total For Check # 334380			**1,430.85**
11/20/2025	334386	73	AT&T	14700704269	918 147-0070 426 9 NOV 01, 2025	3443006 |550220|		2026/5	1,830.40
						Total For Check # 334386			**1,830.40**
11/20/2025	334394	5206	EUROTEX MOTORS LLC	62617	Replacement Tire for Unit 1891 BMW	3443001 |540200|		2026/5	984.33
				62651	Clutch and TPMS Sensor on Unit 1892	3443001 |540200|		2026/5	629.04
				62651	Clutch and TPMS Sensor on Unit 1892	3443001 |540200|		2026/5	2,099.38
						Total For Check # 334394			**3,712.75**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/20/2025	334401	204	BROKEN ARROW PUBLIC	2026-099-023	2026-099-023 11/06/2025	3443001 |550100|		2026/5	3,666.64
						Total For Check # 334401			**3,666.64**
11/20/2025	334406	1047	CHARM-TEX	0421415-IN	Inmate hygiene	3443008 |560230|		2026/5	382.35
						Total For Check # 334406			**382.35**
11/20/2025	334415	4896	WA BUTLR COMPANY	EK33203	Medical Supplies & Medicine for the Animal	3443009 |560230|		2026/5	277.14
				EJ14720	Medical Supplies & Medicine for the Animal	3443009 |560230|		2026/5	22.80
						Total For Check # 334415			**299.94**
11/20/2025	334424	1231	AT&T MOBILITY LLC	19128175X11082025	287319128175X11082025 OCT 2025	3443001 |550220|		2026/5	1,793.59
				19128175X11082025	287319128175X11082025 OCT 2025	3443009 |550220|		2026/5	18.72
				19128175X11082025	287319128175X11082025 OCT 2025	3443001 |550540|		2026/5	7,006.60
				19128175X11082025	287319128175X11082025 OCT 2025	3443006 |550540|		2026/5	24.80
				19128175X11082025	287319128175X11082025 OCT 2025	3443009 |550540|		2026/5	240.24
						Total For Check # 334424			**9,083.95**
11/20/2025	334430	5026	DALE GRAHAM	288	INV# 288 11/06/2025	3443001 |540070|		2026/5	2,311.00
						Total For Check # 334430			**2,311.00**
11/20/2025	334440	4320	HILL'S PET NUTRITION SALES	255133932	Food for the shelter animals	3443009 |560230|		2026/5	358.80
						Total For Check # 334440			**358.80**
11/20/2025	334444	115	INCOG	226860	226860 02/28/2025	3443006 |540550|		2026/5	2,392.50
						Total For Check # 334444			**2,392.50**
11/20/2025	334451	5131	KEVIN BEHE	15099	CITY COUNCIL 07/14/25	3443001 |540070|		2026/5	2.96
				15099	CITY COUNCIL 07/14/25	3443009 |540070|		2026/5	0.19
				15153	CITY COUNCIL 07/14/25	3443001 |540070|		2026/5	36.95
				15153	CITY COUNCIL 07/14/25	3443009 |540070|		2026/5	2.38
				14990	CITY COUNCIL 07/14/25	3443001 |540070|		2026/5	2.96
				14990	CITY COUNCIL 07/14/25	3443009 |540070|		2026/5	0.19
				14991	CITY COUNCIL 07/14/25	3443001 |540070|		2026/5	5.91
				14991	CITY COUNCIL 07/14/25	3443009 |540070|		2026/5	0.38
				15097	CITY COUNCIL 07/14/25	3443001 |540070|		2026/5	3.70
				15097	CITY COUNCIL 07/14/25	3443009 |540070|		2026/5	0.24
				15098	CITY COUNCIL 07/14/25	3443001 |540070|		2026/5	2.96

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				15098	CITY COUNCIL 07/14/25	3443009 |540070|		2026/5	0.19
				15096	CITY COUNCIL 07/14/25	3443001 |540070|		2026/5	3.70
				15096	CITY COUNCIL 07/14/25	3443009 |540070|		2026/5	0.24
				15100	CITY COUNCIL 07/14/25	3443001 |540070|		2026/5	3.70
				15100	CITY COUNCIL 07/14/25	3443009 |540070|		2026/5	0.24
				14989	CITY COUNCIL 07/14/25	3443001 |540070|		2026/5	2.96
				14989	CITY COUNCIL 07/14/25	3443009 |540070|		2026/5	0.19
						Total For Check # 334451			**70.04**
11/20/2025	334460	131	LOCKE SUPPLY COMPANY	56911191-00	BLANKET PO FOR PLUMBING &	3443001 |570170|	2530070	2026/5	2.65
				56909497-00	BLANKET PO FOR PLUMBING &	3443001 |570170|	2530070	2026/5	41.88
				56905212-00	BLANKET PO FOR PLUMBING &	3443001 |570170|	2530070	2026/5	31.38
				56878464-00	BLANKET PO FOR PLUMBING &	3443001 |570170|	2530070	2026/5	69.07
				56879904-00	BLANKET PO FOR PLUMBING &	3443001 |570170|	2530070	2026/5	52.43
						Total For Check # 334460			**197.41**
11/20/2025	334461	2355	LOCKEDINRN	11032025	Visiting Nurse	3443008 |530870|		2026/5	307.08
				11102025	Visiting Nurse	3443008 |530870|		2026/5	307.08
						Total For Check # 334461			**614.16**
11/20/2025	334469	987	MYERS-DURAN HARLEY-	138012	WORK FOR HYDRAULIC CLUTCH	3443001 |540200|		2026/5	410.39
						Total For Check # 334469			**410.39**
11/20/2025	334471	25	NAPA AUTO PARTS	021048	7502	3443001 |560200|		2026/5	4.25
				021048	230266	3443001 |560200|		2026/5	10.91
				021048	9883	3443001 |560200|		2026/5	12.73
				021048	20811	3443001 |560210|		2026/5	23.61
				021048	115	3443001 |560210|		2026/5	14.44
				021048	5W30BULK	3443001 |560210|		2026/5	28.98
				020914	MS96696	3443001 |560200|		2026/5	65.71
				020922	1372	3443001 |560200|		2026/5	4.25
				020922	20811	3443001 |560210|		2026/5	23.61
				020922	115	3443001 |560210|		2026/5	14.44
				020922	5W20BULK	3443001 |560210|		2026/5	21.14
				020955	2413	3443001 |560200|		2026/5	6.34
				020955	860	3443001 |560200|		2026/5	10.94
				020955	FT9673	3443001 |560200|		2026/5	57.93
				020965	1372	3443001 |560200|		2026/5	4.25

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			020965	9883	3443001 |560200|		2026/5	12.73
			020965	20811	3443001 |560210|		2026/5	23.61
			020965	115	3443001 |560210|		2026/5	14.44
			020965	5W20BULK	3443001 |560210|		2026/5	21.14
			021083	7060	3443001 |560200|		2026/5	4.25
			021083	20811	3443001 |560210|		2026/5	23.61
			021083	115	3443001 |560210|		2026/5	14.44
			021083	5W20BULK	3443001 |560210|		2026/5	21.14
			021088	F008261	3443001 |560190|		2026/5	127.22
			021089	5339	3443001 |560200|		2026/5	56.88
			021089	IC633	3443001 |560200|		2026/5	331.86
			021089	239183	3443001 |560200|		2026/5	161.76
			021092	1372	3443001 |560200|		2026/5	4.25
			021092	20811	3443001 |560210|		2026/5	23.61
			021092	115	3443001 |560210|		2026/5	14.44
			021092	5W20BULK	3443001 |560210|		2026/5	21.14
			021093	F012114	3443001 |560190|		2026/5	545.72
			021106	7502	3443001 |560200|		2026/5	4.25
			021106	20811	3443001 |560210|		2026/5	23.61
			021106	115	3443001 |560210|		2026/5	14.44
			021106	5W30BULK	3443001 |560210|		2026/5	28.98
			021112	F013868	3443001 |560190|		2026/5	386.56
			021121	F012114	3443001 |560190|		2026/5	545.72
			021122	7502	3443001 |560200|		2026/5	4.25
			021122	4068	3443001 |560200|		2026/5	5.32
			021122	6935	3443001 |560200|		2026/5	9.55
			021122	20811	3443001 |560210|		2026/5	23.61
			021122	115	3443001 |560210|		2026/5	14.44
			021122	5W20BULK	3443001 |560210|		2026/5	20.28
			021128	7502	3443001 |560200|		2026/5	4.25
			021128	6026PP	3443001 |560200|		2026/5	12.21
			021128	6022PP	3443001 |560200|		2026/5	10.38
			021128	6011G	3443001 |560200|		2026/5	8.32
			021128	20811	3443001 |560210|		2026/5	23.61
			021128	115	3443001 |560210|		2026/5	14.44
			021128	5W20BULK	3443001 |560210|		2026/5	20.28
			021133	7060	3443001 |560200|		2026/5	4.25
			021133	5W30BULK	3443001 |560210|		2026/5	24.84

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			021133	20811	3443001 |560210|		2026/5	23.61
			021133	115	3443001 |560210|		2026/5	14.44
			021137	F012114	3443001 |560190|		2026/5	272.86
			021191	F013868	3443001 |560200|		2026/5	386.56
			021218	15109431	3443001 |560200|		2026/5	270.96
					Total For Check # 334471			**3,897.79**
11/20/2025	334472		021069	05103	3443001 |560200|		2026/5	7.56
			020957	7502	3443001 |560200|		2026/5	4.25
			020957	20811	3443001 |560210|		2026/5	23.61
			020957	115	3443001 |560210|		2026/5	14.44
			020957	5W20BULK	3443001 |560210|		2026/5	18.12
			020961	6026PP	3443001 |560200|		2026/5	12.21
			020961	6022PP	3443001 |560200|		2026/5	10.38
			020983	7502	3443001 |560200|		2026/5	4.25
			020983	5W20BULK	3443001 |560210|		2026/5	18.12
			020983	20811	3443001 |560210|		2026/5	23.61
			020983	115	3443001 |560210|		2026/5	14.44
			020984	9080XL	3443001 |560230|		2026/5	15.56
			020987	9L3Z14A411B	3443001 |560200|		2026/5	16.60
			021084	7502	3443001 |560200|		2026/5	4.25
			021084	20811	3443001 |560210|		2026/5	23.61
			021084	115	3443001 |560210|		2026/5	14.44
			021084	5W20BULK	3443001 |560210|		2026/5	18.12
			021110	7502	3443001 |560200|		2026/5	4.25
			021110	20811	3443001 |560210|		2026/5	23.61
			021110	115	3443001 |560210|		2026/5	14.44
			021110	5W20BULK	3443001 |560210|		2026/5	20.28
			021189	7502	3443001 |560200|		2026/5	4.25
			021189	20811	3443001 |560210|		2026/5	23.61
			021189	115	3443001 |560210|		2026/5	14.44
			021189	5W20BULK	3443001 |560210|		2026/5	20.28
					Total For Check # 334472			**368.73**
11/20/2025	334473		021064	3157NAN	3443001 |560200|		2026/5	1.20
			020912	2413	3443001 |560230|		2026/5	3.17
					Total For Check # 334473			**4.37**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/20/2025	334480	4127	ORION SECURITY SOLUTIONS	54781	Cabling for LPR installations at intersections	3443001 |570170|	2530070	2026/5	12,551.00
						Total For Check # 334480			**12,551.00**
11/20/2025	334498	1586	PETER GERNER	5673	5673 11/06/2025	3443001 |540200|		2026/5	454.00
						Total For Check # 334498			**454.00**
11/20/2025	334502	4917	FIRST RESPONDER	188094-1	Class A formal hats & hat badges	3443001 |560100|		2026/5	11,283.40
				187492-1	Class A formal hats & hat badges	3443001 |560100|		2026/5	19,760.00
						Total For Check # 334502			**31,043.40**
11/20/2025	334503	2958	SPEEDLINER TRUCK	10325	Floor Mats for Unit 1628	3443001 |560200|		2026/5	245.00
						Total For Check # 334503			**245.00**
11/20/2025	334504	4045	STEPHANIE BRADLEY	256	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/5	895.00
						Total For Check # 334504			**895.00**
11/20/2025	334509	533	BROKEN ARROW INSURANCE	3310486	3310486 11/07/2025	3443006 |530110|		2026/5	30.00
						Total For Check # 334509			**30.00**
11/20/2025	334510			3266236	3266236 10/06/2025	3443010 |530110|		2026/5	30.00
						Total For Check # 334510			**30.00**
11/20/2025	334515	3877	OLEN MASINGALE	INV 2025-0261	PD Records office build out	3443001 |540280|		2026/5	11,425.00
				INV 2025-0264	PSC / Police Fire Training Landscape	3443001 |540070|		2026/5	2,400.00
				INV 2025-0265	Animal Control Landscaping	3443009 |540070|		2026/5	1,125.00
				2025-0268	Records Painting	3443001 |540070|		2026/5	1,150.00
						Total For Check # 334515			**16,100.00**
11/20/2025	334519	949	TULSA WINNELSON COMPANY	657947 01	BLANKET PO MISC. PLUMBING	3443008 |560180|		2026/5	73.42
						Total For Check # 334519			**73.42**
11/20/2025	334534	24	WEST THOMSON REUTERS	852765563	Contract Renewal for Year 3 of PD CLEAR	3443001 |540550|		2026/5	1,763.48
						Total For Check # 334534			**1,763.48**
11/20/2025	334537	1095	WINDSTREAM HOLDINGS II LLC	101122812 11052025	FY26 ANNUAL AGREEMENT	3443006 |550220|		2026/5	196.48
				101106759 11122025	FY26 ANNUAL AGREEMENT	3443001 |550220|		2026/5	240.75
						Total For Check # 334537			**437.23**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
Total For Fund 344								191,980.80
Number of Invoices For Fund 344								252

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/11/2025	202742	826	LOWES	91119	BLANKET PO FOR MISC. ITEMS	3453503 |560230|		2026/5	132.05
				79626 09072025	BLANKET PO FOR MISC. ITEMS	3453501 |560180|		2026/5	12.10
				87055	BLANKET PO FOR MISC. ITEMS	3453501 |560180|		2026/5	22.25
				96918	BLANKET PO FOR MISC. ITEMS	3453501 |560180|		2026/5	4.73
				03735	BLANKET PO FOR MISC. ITEMS	3453501 |560180|		2026/5	39.66
				83748	BLANKET PO FOR MISC. ITEMS	3453501 |560180|		2026/5	54.39
						Total For Check # 202742			**265.18**
11/13/2025	334175	213	CITY OF BROKEN ARROW	180445	Payroll Run 1 - Warrant 251107	345 |218160|		2026/5	327.06
						Total For Check # 334175			**327.06**
11/13/2025	334229	149	AMERICAN ELECTRIC	284-103-0-3 10242025	953-284-103-0-3 OCT 24, 2025	3453501 |550250|		2026/5	8,786.52
						Total For Check # 334229			**8,786.52**
11/13/2025	334232	4935	AMAZON.COM SALES INC	1RRX-7D9D-H9YJ	Dishwasher parts- Andrew & Don R./Building	3453501 |560310|		2026/5	126.65
						Total For Check # 334232			**126.65**
11/13/2025	334240	4421	BEENE SERVICES LLC	16911	16911	3453501 |540070|		2026/5	1,344.45
						Total For Check # 334240			**1,344.45**
11/13/2025	334254	996	CITY OF BROKEN ARROW	180446	Payroll Run 1 - Warrant 251107	345 |218180|		2026/5	395.83
				180446	Payroll Run 1 - Warrant 251107	345 |218360|		2026/5	3,027.03
						Total For Check # 334254			**3,422.86**
11/13/2025	334256	1391	CLEAN THE UNIFORM CO	52159195	52159195 OCT 15, 2025	3453501 |540330|		2026/5	2.94
				52160316	52160316 OCT 22, 2025	3453501 |540330|		2026/5	30.78
				52160316	52160316 OCT 22, 2025	3453501 |560300|		2026/5	127.24
				52160798	52160798 OCT 24, 2025	3453501 |540330|		2026/5	39.06
				52160798	52160798 OCT 24, 2025	3453501 |560300|		2026/5	98.00
				52160793	52160793 OCT 24, 2025	3453501 |540330|		2026/5	27.69
				52160793	52160793 OCT 24, 2025	3453501 |560300|		2026/5	92.00
				52160317	52160317 OCT 22, 2025	3453501 |540330|		2026/5	42.01
				52160317	52160317 OCT 22, 2025	3453501 |560300|		2026/5	151.74
				52160797	52160797 OCT 24, 2025	3453501 |540330|		2026/5	38.38
				52160797	52160797 OCT 24, 2025	3453501 |560300|		2026/5	187.50
						Total For Check # 334256			**837.34**
11/13/2025	334268	1552	EMS TECHNOLOGY SOLUTIONS	72155	72155	3453502 |540550|		2026/5	1,706.00
				73751	73751	3453502 |540550|		2026/5	1,706.00

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 334268			**3,412.00**
11/13/2025	334277	76	GRAINGER	9694110207	Replacement gas monitor for R1	3453501 |560240|		2026/5	263.73
						Total For Check # 334277			**263.73**
11/13/2025	334281	4978	HIPOWER SYSTEMS OKLAHOMA,	2025-175	2025-175	3453501 |540290|		2026/5	880.00
						Total For Check # 334281			**880.00**
11/13/2025	334284	2419	INDUSTRIAL ORGANIZATIONAL	C64438A	C64438A	3453501 |530870|		2026/5	21,193.32
						Total For Check # 334284			**21,193.32**
11/13/2025	334287	202	INTERNATIONAL ASSOCIATION	000294338	000294338 SEPT 24, 2025	3453501 |530850|		2026/5	270.00
				000294444	000294444 SEPT 24, 2025	3453501 |530850|		2026/5	245.00
				000294635	000294635 SEPT 24, 2025	3453501 |530850|		2026/5	270.00
				000297367	000297367 SEPT 24, 2025	3453501 |530850|		2026/5	295.00
				000298909	000298909 SEPT 24, 2025	3453501 |530850|		2026/5	245.00
				000299884	000299884 SEPT 24, 2025	3453501 |530850|		2026/5	270.00
				000300632	000300632 SEPT 24, 2025	3453501 |530850|		2026/5	270.00
				000301299	000301299 SEPT 24, 2025	3453501 |530850|		2026/5	260.00
				000310646	000310646 OCT 24, 2025	3453501 |530850|		2026/5	325.00
				000310647	000310647 OCT 24, 2025	3453501 |530850|		2026/5	325.00
						Total For Check # 334287			**2,775.00**
11/13/2025	334288	3537	J & J BOWERS LAWN CARE	110225	110225	3453503 |540280|		2026/5	450.00
						Total For Check # 334288			**450.00**
11/13/2025	334292	5131	KEVIN BEHE	14794	CITY COUNCIL 07/14/25	3453501 |540070|		2026/5	4.65
						Total For Check # 334292			**4.65**
11/13/2025	334296	1088	LIFE ASSIST INC	2011883	BLANKET PO FOR EMS	3453502 |560230|		2026/5	1,902.00
				2006760	BLANKET PO FOR EMS	3453502 |560230|		2026/5	492.00
						Total For Check # 334296			**2,394.00**
11/13/2025	334297	614	LIGHTING INC/BROKEN ARROW	S3410000.001	BLANKET PO FOR MISC. LIGHTING	3453501 |560180|		2026/5	292.00
						Total For Check # 334297			**292.00**
11/13/2025	334302	5542	MEDICAL WASTE SERVICES, LLC	18459	18459	3453502 |530870|		2026/5	350.00
						Total For Check # 334302			**350.00**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/13/2025	334303	2621	MYHEALTH ACCESS NETWORK	15368	15368	3453502 |540550|		2026/5	420.00
						Total For Check # 334303			**420.00**
11/13/2025	334304	25	NAPA AUTO PARTS	20790	4C3Z16450GAA	3453501 |560200|		2026/5	508.74
				20812	31MHD	3453501 |560200|		2026/5	433.74
				20818	34928	3453502 |560200|		2026/5	67.54
				020648	669416001	3453501 |560200|		2026/5	242.20
				020648		3453501 |560200|		2026/5	47.88
				020649	SWRT	3453501 |560200|		2026/5	23.21
				020649	OPL5	3453501 |560200|		2026/5	36.61
				020649	NILIGHT	3453501 |560200|		2026/5	26.22
				020650	KU2Z2V200A	3453502 |560200|		2026/5	88.88
				020650	KU2Z2V001A	3453502 |560200|		2026/5	88.88
				020652	31511184	3453501 |560200|		2026/5	53.32
				020652		3453501 |560200|		2026/5	34.38
				020674	1748XD	3453501 |560200|		2026/5	33.89
				020674	3697	3453501 |560200|		2026/5	12.44
				020674	3604XE	3453501 |560200|		2026/5	30.99
				020674	15W40BULK	3453501 |560210|		2026/5	89.28
				020674	2413	3453501 |560230|		2026/5	6.34
				020675	4071	3453501 |560200|		2026/5	10.21
				020675	29558329	3453501 |560200|		2026/5	94.60
				020675	7557	3453501 |560200|		2026/5	13.38
				020675	1551	3453501 |560200|		2026/5	6.85
				020675	950011K	3453501 |560200|		2026/5	31.20
				020675	HDATFBULK	3453501 |560210|		2026/5	98.42
				020675	2413	3453501 |560230|		2026/5	6.34
				020571	LC3Z8C289A	3453502 |560200|		2026/5	93.51
				020732	40MDUL	3453502 |560200|		2026/5	630.00
				020732		3453502 |560200|		2026/5	22.02
						Total For Check # 334304			**2,831.07**
11/13/2025	334305			20787	84032	3453502 |560210|		2026/5	48.78
				20791	2725	3453502 |560200|		2026/5	15.92
				20791	4579	3453502 |560200|		2026/5	7.11
				20791	7060	3453502 |560200|		2026/5	4.25
				20791	5W20BULK	3453502 |560210|		2026/5	21.14
				020657	6055002	3453501 |560200|		2026/5	8.77
				020677	85639763	3453501 |560200|		2026/5	23.61

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				020686	2413	3453501 |560230|		2026/5	9.51
				020687	1378SD	3453501 |560200|		2026/5	13.83
				020690	8223	3453501 |560200|		2026/5	42.70
				020690	8223	3453501 |560200|		2026/5	9.00
				020690	8223	3453501 |560200|		2026/5	-9.00
				020830	9080XL	3453501 |560230|		2026/5	15.56
				020766	13540603	3453502 |560200|		2026/5	59.28
						Total For Check # 334305			**270.46**
11/13/2025	334306			020681	07480	3453503 |560200|		2026/5	3.24
						Total For Check # 334306			**3.24**
11/13/2025	334309	4349	OKIE PACKAGING & INDUSTRIAL	319743BO2	BLANKET ORDER FOR BLANKET PO FOR	3453502 |560230|		2026/5	111.12
						Total For Check # 334309			**111.12**
11/13/2025	334311	4505	ON CALL SERVICES AND	96822	96822 AUG 28, 2025	3453503 |540330|		2026/5	79.52
				99927	99927 SEPT 25, 2025	3453503 |540330|		2026/5	79.52
						Total For Check # 334311			**159.04**
11/13/2025	334313	96	OTA PIKEPASS CENTER	20251093258	20251093258	3453501 |550030|		2026/5	417.20
				20251093258	20251093258	3453501 |550030|		2026/5	-417.20
				20251093258	20251093258	3453502 |550030|		2026/5	422.69
				20251093258	20251093258	3453502 |550030|		2026/5	-422.69
						Total For Check # 334313			**0.00**
11/13/2025	334314	4557	PEDIATRIC EMERGENCY	INV-12718	INV-12718 OCT 25, 2025	3453502 |540550|		2026/5	6,234.64
						Total For Check # 334314			**6,234.64**
11/13/2025	334318	4508	C A ASSETS LLC	28481	28481 OCT 20, 2025	3453501 |540070|		2026/5	711.00
				28499	28499	3453501 |540070|		2026/5	345.00
						Total For Check # 334318			**1,056.00**
11/13/2025	334321	87	RALSTONS MUFFLER	9686	BLANKET ORDER- MISC ITEMS FOR	3453502 |540200|		2026/5	440.00
						Total For Check # 334321			**440.00**
11/13/2025	334345	949	TULSA WINNELSON COMPANY	654981 01	BLANKET PO MISC. PLUMBING SUPPLIES	3453501 |560180|		2026/5	88.73
						Total For Check # 334345			**88.73**
11/20/2025	334380	4935	AMAZON.COM SALES INC	1P1Q-QVKF-6FQX	Stopper Bumper Rubber Rep. Parts-forBruce	3453501 |560310|		2026/5	13.99

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				1TVM-46RP-379R	Rivet nut tool, LED light, extinguisher guages	3453501 |560230|		2026/5	75.07
				1TVM-46RP-379R	Rivet nut tool, LED light, extinguisher guages	3453501 |560310|		2026/5	47.45
				1CG7-YLRT-9QCG	ITEM: Metal Tin Signs Inspirational Make	3453503 |560230|		2026/5	52.95
				16N1-6XMG-11YW	ITEM: Poly Voyager INV 1HHV-NKX4L33X	3453504 |560240|		2026/5	-120.23
						Total For Check # 334380			**69.23**
11/20/2025	334381	5180	AMERICAN MEDICAL GAS	3786	BLANKET PO FOR EMS OXYGEN AND	3453502 |560230|		2026/5	82.00
						Total For Check # 334381			**82.00**
11/20/2025	334390	4498	BANNER FIRE EQUIPMENT INC	11P20550	Gear and Mask bags	3453501 |560230|		2026/5	1,250.00
						Total For Check # 334390			**1,250.00**
11/20/2025	334392	1315	UNITED FORD SOUTH LLC	7820140	unit 2545	3453502 |540200|		2026/5	259.95
						Total For Check # 334392			**259.95**
11/20/2025	334395	18	BOUND TREE MEDICAL	85985045	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/5	1,136.46
				85985046	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/5	304.56
						Total For Check # 334395			**1,441.02**
11/20/2025	334398	2910	BROKEN ARROW CHAMBER OF	78828	78828 09/04/2025 CHIEF JEREMY MOORE	3453501 |530110|		2026/5	50.00
						Total For Check # 334398			**50.00**
11/20/2025	334403	594	BUILDERS SUPPLY, INC.	791793	BLANKET PO FOR MISC BUILDING	3453501 |560180|		2026/5	556.93
						Total For Check # 334403			**556.93**
11/20/2025	334404	982	C&C JANITORIAL AND LAWN	82113	Janitorial Supplies	3453501 |560300|		2026/5	43.07
				82079	Janitorial Supplies	3453501 |560300|		2026/5	1,126.29
						Total For Check # 334404			**1,169.36**
11/20/2025	334409	37	CINTAS CORPORATION	5302723706	BLANKET PO FOR ALL DEPARTMENT USE	3453501 |560230|		2026/5	278.72
						Total For Check # 334409			**278.72**
11/20/2025	334424	1231	AT&T MOBILITY LLC	19128175X11082025	287319128175X11082025 OCT 2025	3453501 |550220|		2026/5	128.52
				19128175X11082025	287319128175X11082025 OCT 2025	3453502 |550220|		2026/5	18.94
				19128175X11082025	287319128175X11082025 OCT 2025	3453501 |550540|		2026/5	2,598.62
				19128175X11082025	287319128175X11082025 OCT 2025	3453502 |550540|		2026/5	649.60
						Total For Check # 334424			**3,395.68**
11/20/2025	334438	798	HENRY SCHEIN INC	49215171	EMS SUPPLIES ACCT 1199339	3453502 |560230|		2026/5	751.60

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 # 334438			**751.60**
11/20/2025	334451	5131	KEVIN BEHE	15099	CITY COUNCIL 07/14/25	3453501 |540070|		2026/5	3.72
				15153	CITY COUNCIL 07/14/25	3453501 |540070|		2026/5	46.50
				14990	CITY COUNCIL 07/14/25	3453501 |540070|		2026/5	3.72
				14991	CITY COUNCIL 07/14/25	3453501 |540070|		2026/5	7.44
				15097	CITY COUNCIL 07/14/25	3453501 |540070|		2026/5	4.65
				15098	CITY COUNCIL 07/14/25	3453501 |540070|		2026/5	3.72
				15096	CITY COUNCIL 07/14/25	3453501 |540070|		2026/5	4.65
				15100	CITY COUNCIL 07/14/25	3453501 |540070|		2026/5	4.65
				14989	CITY COUNCIL 07/14/25	3453501 |540070|		2026/5	3.72
						Total For Check # 334451			**82.77**
11/20/2025	334458	1088	LIFE ASSIST INC	2015261	BLANKET PO FOR EMS	3453502 |560230|		2026/5	120.00
						Total For Check # 334458			**120.00**
11/20/2025	334459	614	LIGHTING INC/BROKEN ARROW	S3420044.001	BLANKET PO FOR MISC. LIGHTING	3453501 |560180|		2026/5	143.26
				S3417991.001	BLANKET PO FOR MISC. LIGHTING	3453501 |560180|		2026/5	17.87
						Total For Check # 334459			**161.13**
11/20/2025	334460	131	LOCKE SUPPLY COMPANY	56944495-00	BLANKET PO FOR PLUMBING &	3453501 |560180|		2026/5	145.10
						Total For Check # 334460			**145.10**
11/20/2025	334470	888	NAFECO	1379731	Wildland hot masks	3453501 |560230|		2026/5	515.71
						Total For Check # 334470			**515.71**
11/20/2025	334471	25	NAPA AUTO PARTS	021054	TOYO357090	3453501 |560190|		2026/5	1,248.44
				021056	TOYO556790	3453501 |560190|		2026/5	-2,236.00
				021066	3006891	3453502 |560200|		2026/5	410.53
				020906	A23263M1157	3453501 |560200|		2026/5	1,827.16
				020908	KIT15625PM	3453501 |560200|		2026/5	680.76
				020929	3411256	3453501 |560200|		2026/5	9,024.09
				020929	3411256	3453501 |560200|		2026/5	1,500.00
				020929		3453501 |560200|		2026/5	1,444.08
				020951	A13263M1157	3453501 |560200|		2026/5	1,872.66
				020978	3218A1145	3453501 |560200|		2026/5	2,099.98
				020978	A1205M3029	3453501 |560200|		2026/5	339.82
				020978	KIT15016	3453501 |560200|		2026/5	564.42
				020978	R802462	3453501 |560200|		2026/5	171.36

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			020978	R802463	3453501 |560200|		2026/5	182.13
			020978	SC30000	3453501 |560200|		2026/5	65.32
			020978		3453501 |560200|		2026/5	44.63
			020998	3411256	3453501 |560200|		2026/5	-1,500.00
			021100	MTP94RH7	3453501 |560200|		2026/5	141.44
			021104	100255	3453501 |560200|		2026/5	4.25
			021104	4211	3453501 |560200|		2026/5	14.22
			021104	200942	3453501 |560200|		2026/5	15.75
			021104	5W30BULK	3453501 |560210|		2026/5	33.12
			021134	300491	3453501 |560200|		2026/5	126.27
			021134		3453501 |560200|		2026/5	9.62
			021198	512380	3453501 |560200|		2026/5	106.95
			021208	20X2240	3453501 |560200|		2026/5	857.60
					Total For Check # 334471			**19,048.60**
11/20/2025	334472		021068		3453501 |560200|		2026/5	38.96
			020927	M102	3453501 |560200|		2026/5	18.46
			020937	75200	3453501 |560210|		2026/5	4.58
			020937	0120C	3453501 |560230|		2026/5	11.96
			020937	49005	3453501 |560230|		2026/5	17.34
			020937	2413	3453501 |560230|		2026/5	12.68
			020942	300491	3453501 |560200|		2026/5	42.09
			020942		3453501 |560200|		2026/5	8.52
			020949	80217	3453501 |560230|		2026/5	17.76
			020989	25060535	3453501 |560200|		2026/5	20.24

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				021074	1013493	3453501 |560230|		2026/5	30.46
				021094	85805	3453501 |560210|		2026/5	45.06
				021097	3034009	3453501 |560200|		2026/5	18.28
				021102	85805	3453501 |560210|		2026/5	45.06
				021113	RTU1DEX	3453501 |560210|		2026/5	9.30
				021115	690808S	3453501 |560200|		2026/5	17.92
				021124	789DEF	3453501 |560210|		2026/5	11.11
				021130	2538295	3453501 |560200|		2026/5	58.58
				021135	1202734	3453501 |560200|		2026/5	21.64
				021135		3453501 |560200|		2026/5	17.55
				021136	46AW2BULK	3453501 |560210|		2026/5	22.86
						Total For Check # 334472			**490.41**
11/20/2025	334473			020980	05113	3453501 |560230|		2026/5	0.01
				020990	CTPMS0832NC	3453501 |560200|		2026/5	5.34
						Total For Check # 334473			**5.35**
11/20/2025	334476	4349	OKIE PACKAGING & INDUSTRIAL	320084	BLANKET ORDER FOR BLANKET PO FOR	3453502 |560230|		2026/5	456.75
						Total For Check # 334476			**456.75**
11/20/2025	334477	785	OKLAHOMA POLICE SUPPLY LLC	1795	A6992 Seal Scramble Multiple acts	3453501 |560100|		2026/5	2,486.40
						Total For Check # 334477			**2,486.40**
11/20/2025	334482	291	PRECISION DELTA	34558	USA9MM1-147 9MM Training ammo	3453504 |560230|		2026/5	610.22
				34558	USA9MM1-147 9MM Training ammo	3453504 |560320|		2026/5	1,684.65
						Total For Check # 334482			**2,294.87**
11/20/2025	334484	4508	C A ASSETS LLC	28521	28521 11/04/2025	3453501 |540070|		2026/5	345.00
						Total For Check # 334484			**345.00**
11/20/2025	334508	1342	TELEFLEX LLC	9510776941	BLANKET PO EMS SUPPLIES	3453502 |560230|		2026/5	600.00
				9510776941	BLANKET PO EMS SUPPLIES	3453502 |560240|		2026/5	7,700.00
						Total For Check # 334508			**8,300.00**
11/20/2025	334517	740	TULSA OVERHEAD DOOR	30163297	30163297 11/05/2025	3453501 |540070|		2026/5	582.50
						Total For Check # 334517			**582.50**
						Total For Fund 345			**103,078.14**
						Number of Invoices For Fund 345			**190**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/13/2025	334225	5567 RYAN GAMBILL	ST21390	ST21390 PARCEL 3 ROW ACQ	5935300 |570080|	ST21390	2026/5	20,120.00
					Total For Check # 334225			**20,120.00**
11/13/2025	334226	5568 STEPHEN R LARSEN	ST23280	ST23280 PARCEL 2 ROW ACQ	5935300 |570080|	ST23280	2026/5	82,190.00
					Total For Check # 334226			**82,190.00**
11/13/2025	334241	5543 THE HASKELL COMPANY	1400408201-01	ST24220 23rd and Washington	5935300 |570160|	ST24220	2026/5	46,200.00
					Total For Check # 334241			**46,200.00**
11/13/2025	334242	692 BKL INC.	794B-21	PW Field Office Renovation 2217090	5931700 |570160|	2217090	2026/5	19,542.00
					Total For Check # 334242			**19,542.00**
11/13/2025	334261	5314 CROSS TIMBERS CONSULTING,	COBA-004.002	Steeple Chase	5935305 |570160|	SW25030	2026/5	24,773.35
					Total For Check # 334261			**24,773.35**
11/13/2025	334274	5010 GOBER CONSTRUCTION LLC	PA 3 SW21020	SW21020 - Natchez & 8th Culvert Replacement	5935305 |570150|	SW21020	2026/5	85,325.53
					Total For Check # 334274			**85,325.53**
11/13/2025	334291	4599 DANIEL A. KEITHLINE	PA 5 ST24160	Residential Street Repairs	5935300 |570160|	ST24170	2026/5	14,390.65
					Total For Check # 334291			**14,390.65**
11/13/2025	334349	5021 VSC FIRE & SECURITY, INC.	PA 1	REPLACING PO 22600395 TO REMOVE	5931700 |570150|	2217090	2026/5	21,655.25
					Total For Check # 334349			**21,655.25**
11/20/2025	334427	674 GARVER ENGINEERS	2301988-4	CONTRACT W/GARVER FOR RAISE	5935300 |570160|	ST24140	2026/5	192,590.18
			2301988-3	CONTRACT W/GARVER FOR RAISE	5935300 |570160|	ST24140	2026/5	255,482.15
			2301988-2	CONTRACT W/GARVER FOR RAISE	5935300 |570160|	ST24140	2026/5	199,647.50
			2301988-1	CONTRACT W/GARVER FOR RAISE	5935300 |570160|	ST24140	2026/5	30,571.25
					Total For Check # 334427			**678,291.08**
11/20/2025	334474	5247 NEXLEVEL REDI MIX LLC	5529	Blanket PO for Concrete	5935305 |570150|	SW26130	2026/5	214.50
					Total For Check # 334474			**214.50**
11/20/2025	334496	1263 SELSER SCHAEFER	2509830	Operations Center Admin Building 2317210	5931700 |570160|	2317210	2026/5	8,980.00
					Total For Check # 334496			**8,980.00**
					Total For Fund 593			**1,001,682.36**
					Number of Invoices For Fund 593			**14**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/13/2025	334346	2517 TWO OAKS INVESTMENT	5650	5650 NOV 3, 2025	6601700 |530870|		2026/5	6,666.67
					Total For Check # 334346			**6,666.67**
11/13/2025	334354	2518 WORKER'S COMPENSATION	OCT 30, 2025	OCT 30, 2025 PAYMENT SUMMARY	6601700 |530080|		2026/5	1,698.50
			OCT 30, 2025	OCT 30, 2025 PAYMENT SUMMARY	6601700 |530870|		2026/5	14.00
			OCT 30, 2025	OCT 30, 2025 PAYMENT SUMMARY	6601700 |530880|		2026/5	5,451.63
			OCT 30, 2025	OCT 30, 2025 PAYMENT SUMMARY	6601700 |550900|		2026/5	2,229.84
					Total For Check # 334354			**9,393.97**
11/20/2025	334538		NOVEMBER 13 2025	NOV 13 2025 PAYMENT	6601700 |530080|		2026/5	1,000.40
			NOVEMBER 13 2025	NOV 13 2025 PAYMENT	6601700 |530870|		2026/5	152.56
			NOVEMBER 13 2025	NOV 13 2025 PAYMENT	6601700 |530880|		2026/5	14,186.22
			NOVEMBER 13 2025	NOV 13 2025 PAYMENT	6601700 |550900|		2026/5	3,152.81
					Total For Check # 334538			**18,491.99**
					Total For Fund 660			**34,552.63**
					Number of Invoices For Fund 660			**9**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/13/2025	334315	4223 PERSONIFY HEALTH	10162025	S2907 OCTOBER ADMIN FEES	6611700 |530870|		2026/5	118,483.12
					Total For Check # 334315			**118,483.12**
11/20/2025	334526	3769 VIRTA MEDICAL PC	INV00141480	INV00141480 10/31/2025	6611700 |530870|		2026/5	4,590.00
					Total For Check # 334526			**4,590.00**
					Total For Fund 661			**123,073.12**
					Number of Invoices For Fund 661			**2**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
11/20/2025	334389	16 BANK OF OKLAHOMA	BROKARROK18C	GO BONDS: BROKARROK18C	7707000 |580010|		2026/5	605,000.00
			BROKARROK18C	GO BONDS: BROKARROK18C	7707000 |580020|		2026/5	160,803.14
			BROKARROK18C	GO BONDS: BROKARROK18C	7707000 |580030|		2026/5	300.00
			BROKARROK18B	GO BONDS BROKARROK18B	7707000 |580010|		2026/5	570,000.00
			BROKARROK18B	GO BONDS BROKARROK18B	7707000 |580020|		2026/5	149,156.25
			BROKARROK18B	GO BONDS BROKARROK18B	7707000 |580030|		2026/5	300.00
			BAOKGO21B 12/25	GO BONDS BAOKGO21B	7707000 |580010|		2026/5	110,000.00
			BAOKGO21B 12/25	GO BONDS BAOKGO21B	7707000 |580020|		2026/5	6,562.50
			BAOKGO21B 12/25	GO BONDS BAOKGO21B	7707000 |580030|		2026/5	250.00
			BAOKGO21A 12/25	BAOKGO21A GO BOND	7707000 |580010|		2026/5	1,025,000.00
			BAOKGO21A 12/25	BAOKGO21A GO BOND	7707000 |580020|		2026/5	177,062.50
			BAOKGO21A 12/25	BAOKGO21A GO BOND	7707000 |580030|		2026/5	300.00
			BAOKGO20B 12/25	GO BONDS BAOKGO20B	7707000 |580010|		2026/5	1,000,000.00
			BAOKGO20B 12/25	GO BONDS BAOKGO20B	7707000 |580020|		2026/5	160,000.00
			BAOKGO20B 12/25	GO BONDS BAOKGO20B	7707000 |580030|		2026/5	300.00
			BAOKGO20C 12/25	BAOKGO20C GO BOND	7707000 |580010|		2026/5	250,000.00
			BAOKGO20C 12/25	BAOKGO20C GO BOND	7707000 |580020|		2026/5	2,500.00
			BAOKGO20C 12/25	BAOKGO20C GO BOND	7707000 |580030|		2026/5	250.00
			BAGO2019A 12/25	GO BOND BAGO2019A	7707000 |580010|		2026/5	1,220,000.00
			BAGO2019A 12/25	GO BOND BAGO2019A	7707000 |580020|		2026/5	245,050.00
			BAGO2019A 12/25	GO BOND BAGO2019A	7707000 |580030|		2026/5	300.00
			BROKARROK16D	GO BOND BROKARROK16D	7707000 |580010|		2026/5	985,000.00
			BROKARROK16D	GO BOND BROKARROK16D	7707000 |580020|		2026/5	174,915.63
			BROKARROK16D	GO BOND BROKARROK16D	7707000 |580030|		2026/5	300.00
			BRKNARROW14A	GO BONDS BRKNARROW14A	7707000 |580010|		2026/5	615,000.00
			BRKNARROW14A	GO BONDS BRKNARROW14A	7707000 |580020|		2026/5	98,135.00
			BRKNARROW14A	GO BONDS BRKNARROW14A	7707000 |580030|		2026/5	300.00
			BAOKGOB2013B 12/25	GO BOND BAOKGOB2013B	7707000 |580010|		2026/5	325,000.00
			BAOKGOB2013B 12/25	GO BOND BAOKGOB2013B	7707000 |580020|		2026/5	51,046.88
			BAOKGOB2013B 12/25	GO BOND BAOKGOB2013B	7707000 |580030|		2026/5	300.00
					Total For Check # 334389			**7,933,131.90**
					Total For Fund 770			**7,933,131.90**
					Number of Invoices For Fund 770			**30**

11/13/2025	334219	999907 OTP - COURT REFUNDS	0000809		882	|201020|	2026/5	1,080.00
					Total For Check #	**334219**		**1,080.00**
11/13/2025	334220		0000810		882	|201020|	2026/5	380.00
					Total For Check #	**334220**		**380.00**
11/13/2025	334222		0000812		882	|201020|	2026/5	200.00
					Total For Check #	**334222**		**200.00**
11/20/2025	334364	999900 OTP - AR REFUNDS	66241	REFUND	882	|290301|	2024/2	250.00
					Total For Check #	**334364**		**250.00**
11/20/2025	334365		66647	REFUND	882	|290301|	2024/3	189.00
					Total For Check #	**334365**		**189.00**
11/20/2025	334366	999907 OTP - COURT REFUNDS	0000815		882	|201020|	2026/5	570.00
					Total For Check #	**334366**		**570.00**
11/20/2025	334367		0000814		882	|201020|	2026/5	570.00
					Total For Check #	**334367**		**570.00**
11/20/2025	334368		0000816		882	|201020|	2026/5	60.00
					Total For Check #	**334368**		**60.00**

Total For Fund	**882**	**3,299.00**
Number of Invoices For Fund	**882**	**8**
Total For ALL Checks		**13,810,773.79**
Total Number of Invoices		**1,897**

City of Broken Arrow

Request for Action

File #: 25-1682, **Version:** 1

Broken Arrow City Council
Meeting of: December 2, 2025

Title:
Recognition of Broken Arrow citizen Chris Linam for exemplifying Broken Arrow Police Department core values of courage and compassion accomplished by intervening and assisting another citizen experiencing a mental health crisis

Background:

On November 6, 2025, at approximately 12:30pm, Broken Arrow Police responded to the area of State Highway 51 and the Kenosha Street bridge in reference to a young man on the bridge with his feet dangling over the side. Upon arrival, officers met with Broken Arrow citizen Chris Linam. It was later revealed that Mr. Linam had pulled over when he noticed the young man in what appeared to be a mental health crisis. The individual stated he was considering suicide. Mr. Linam exemplified Broken Arrow Police Department core values of courage and compassion by humanizing the young man, building rapport, and subsequently pulling him off the ledge when the opportunity presented itself. Mr. Linam went above and beyond by holding and hugging the young man until first responders could arrive. Mr. Linam's selfless actions are recognized by the Broken Arrow Police Department and the entire City of Broken Arrow as exemplary and exceptional for helping a person in need whom you did not even know. Job well done!

Cost: None

Funding Source: None

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: Certificate of Recognition

Recommendation:
Recognize Broken Arrow citizen Chris Linam for exemplifying Broken Arrow Police Department core values of courage and compassion accomplished by intervening and assisting another citizen during a mental health crisis.

CERTIFICATE OF RECOGNITION

Presented to:
Chris Linam
December 2, 2025

On November 6, 2025, at approximately 12:30pm, Broken Arrow Police responded to the area of State Highway 51 and the Kenosha Street bridge in reference to a young man on the bridge with his feet dangling over the side. Upon arrival, officers met with Broken Arrow citizen Chris Linam. It was later revealed that Mr. Linam had pulled over when he noticed the young man in what appeared to be a mental health crisis. The individual stated he was considering suicide. Mr. Linam exemplified Broken Arrow Police Department core values of courage and compassion by humanizing the young man, building rapport, and subsequently pulling him off the ledge when the opportunity presented itself. Mr. Linam went above and beyond by holding and hugging the young man until first responders could arrive. Mr. Linam's selfless actions are recognized by the Broken Arrow Police Department and the entire City of Broken Arrow as exemplary and exceptional for helping a person in need whom you did not even know. Job well done!

_____

Debra Wimpee, Mayor
City of Broken Arrow, Oklahoma

City of Broken Arrow

Request for Action

File #: 25-1700, **Version:** 1

Broken Arrow City Council
Meeting of: 12/02/2025

Title:
Presentation of the Government Finance Officer Associates (GFOA) Budget Award

Background:
The Government Finance Officer Associates (GFOA) has a Budget Award program that was established in 1984 for municipalities and state entities. The City of Broken Arrow has received this award for the last seven years. The criteria and why it's so important will be explained during the presentation.

Cost: $0

Funding Source: N/A

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Letter of Award, GFOA Budget Certificate, and Award

Recommendation:
No action required

Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 *fax:* 312.977.4806

November 24, 2025

Cynthia Arnold
Finance Director
City of Broken Arrow, Oklahoma

Dear Cynthia:

A panel of independent reviewers have completed their examination of your Annual budget document for the period beginning July 2025. We are pleased to inform you that the panel has voted to award your budget document the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA). Please note that the Award has been granted on a qualified basis.

As you know, certain criteria of the Budget Awards Program are mandatory. Normally, failure to satisfy one of the mandatory criteria as determined by two or all three reviewers would preclude an organization from obtaining the award. Our review indicated that your budget document failed to satisfy the following criteria:

Strategic goals & strategies
Capital program
Performance measures

Because of your organization's past participation in the Budget Awards Program, this deficiency will not disqualify your budget document from receiving the Award this year. However, we encourage your entity to correct this deficiency by your next budget submission, or within two budget cycles at the latest, in order to continue to be eligible to receive the GFOA's Distinguished Budget Presentation Award.

Your Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption.

Your electronic award package contains the following:

- **Scores and Comments**. Each entity submitting a budget to the program is provided with reviewers' scores for each of the categories on which the budget document was judged along with reviewers' confidential comments and suggestions for possible improvements to the budget document. We urge you to carefully consider these suggestions as you prepare your next budget.
- **Budget Award**. A camera-ready reproduction of the Award is included for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria. Please refer to the instructions for reproducing your Award in your next budget (also included in your award package).
- **Certificate of Recognition**. When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award.
- **Sample press release.** Attaining this Award is a significant accomplishment. The sample press release may be used to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if the government is a first-time recipient or has received the Award fifteen times since it received its last plaque) or a brass medallion to affix to the plaque.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients can be found on GFOA's website at www.gfoa.org. If we can be of further assistance, please contact the Awards Programs staff at (312) 977-9700.

Sincerely,



Michele Mark Levine
Director, Technical Services Center

The Government Finance Officers Association of the United States and Canada

presents this

CERTIFICATE OF RECOGNITION FOR BUDGET PREPARATION

to

Finance Department

City of Broken Arrow, Oklahoma

The Certificate of Recognition for Budget Preparation is presented by the Government Finance Officers Association to those individuals who have been instrumental in their government unit achieving a Distinguished Budget Presentation Award. The Distinguished Budget Presentation Award, which is the highest award in governmental budgeting, is presented to those government units whose budgets are judged to adhere to program standards.

Executive Director Christopher P. Morrill

Date: **11/24/2025**

GOVERNMENT FINANCE OFFICERS ASSOCIATION

Distinguished Budget Presentation Award

PRESENTED TO

City of Broken Arrow
Oklahoma

For the Fiscal Year Beginning

July 01, 2025

Christopher P. Morrill

Executive Director

City of Broken Arrow

Request for Action

File #: 25-1663, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

Title:
Presentation of the 2026 GO Bond City Manager's Recommended Package (Project No. 2417260)

Background:
As part of the 2026 General Obligation Bond, planning and preparation is already underway with initial project requests list over 330 projects. Over the last 1.5 years, City Staff has deliberated, reviewed, and discussed the composition of the bond package. The Citizen Steering Committee presented their recommendation to Council in August 2025. City staff has presented results of micro surveys that included various different projects and topics surrounding the bond. Three in-person public information forums were hosted in the Fall and results of the sticker counts, comments, and input was delivered.

With all the information presented above, the City Manager and Staff have created a recommendation of projects set forth for the 2026 General Obligation Bond.

Cost: $0

Funding Source: N/A

Requested By: Michael L. Spurgeon, City Manager

Approved By: City Manager's Office

Attachments: None

Recommendation:
Presentation of the 2026 GO Bond City Manager's Recommend Package (Project No. 2417260)

City of Broken Arrow

Request for Action

File #: 25-1662, **Version:** 1

Broken Arrow City Council
Meeting of: 12-02-2025

Title:
Consideration, discussion, and possible approval of the nomination of Madison Hicks to the Broken Arrow Drainage Advisory Committee with a term expiring December 2, 2029

Background:
On August 6, 2019, Council adopted Ordinance No. 3588 establishing the Broken Arrow Drainage Advisory Committee. The purpose of this Committee is to advise City Council regarding the public benefits of recommended drainage projects, the anticipated project costs and proposed priorities for such drainage projects. These projects are funded by Proposition No. 6 from the 2018 General Obligation bond program.

Each Councilmember is entitled to nominate one appointment to the Committee, subject to confirmation by a majority of the entire membership of Council. Members will serve a four-year term. The remaining members of the Committee must be Broken Arrow City Council members.

On October 27, 2025 Committee Member Donna Wiedower, Vice Mayor Parks nominee, resigned from the Drainage Advisory Committee after four and a half years of service.

Vice-Mayor Johnnie Parks is recommending Madison Hick's nomination to the Drainage Advisory Committee with the term ending December 2, 2029.

Cost: None

Funding Source: None

Requested By: Kenneth Schwab, P.E., S.E., CFM, Assistant City Manager - Operations

Approved By: City Manager's Office

Attachments: None

Recommendation:
Approve the nomination of Madison Hicks to the Drainage Advisory Committee with a term expiring December 2, 2029.

City of Broken Arrow

Request for Action

File #: 25-1684, **Version:** 1

Broken Arrow City Council
Meeting of: 12-2-2025

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

Background:
Section 16-12 of the Code of Ordinances prohibits disturbing the peace through loud or unnecessary noise and identifies specific examples of regulated conduct. The proposed amendment adds a new subsection establishing an objective, location-based standard for amplified or music-based sound originating from places of public assembly situated within close proximity to residential property.

The amendment defines "place of public assembly," applies a clear audibility standard measured inside a dwelling unit with doors and windows closed, and establishes a continuous-duration threshold for enforcement. The language is content-neutral and preserves existing exemptions.

Overall, the ordinance clarifies enforcement parameters, strengthens residential quiet-use protections, and integrates seamlessly into the existing noise framework without altering other subsections of §16-12.

Cost: $0

Funding Source: N/A

Requested By: City Manager's Office

Approved By: City Manager's Office

Attachments: Ordinance No. 3901

Recommendation:
Preview the Ordinance and set for adoption

ORDINANCE NO. 3901

AN ORDINANCE AMENDING THE BROKEN ARROW CODE OF ORDINANCES, CHAPTER 16 – OFFENSES – MISCELLANEOUS, ARTICLE I – IN GENERAL, SECTION 16-12 – DISTURBING THE PEACE; DISORDERLY CONDUCT; ADDING A NEW SUBSECTION TO ADDRESS NOISE FROM PLACES OF PUBLIC ASSEMBLY LOCATED NEAR RESIDENTIAL PROPERTY; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION 1. Amendment.

That Chapter 16, Offenses – Miscellaneous, Article I – In General, Section 16-12, "Disturbing the peace; disorderly conduct," of the Broken Arrow Code of Ordinances is hereby amended by adding a new subsection (a)(9) to read as follows (subsections not amended hereby are not set out in full and remain in effect):

Sec. 16-12. Disturbing the peace; disorderly conduct.

(a) It shall be unlawful for any person at any time to willfully or maliciously disturb the public peace or quietude by creating any noise of such character or duration so as to be loud and unnecessary to a person of ordinary sensibilities. Such noises shall include, but not be limited to, the following:

(9) Places of public assembly adjacent to residential property.

(i) For purposes of this subsection, "place of public assembly" means any building or structure used or designed for the regular assembly of persons, including but not limited to community centers, auditoriums, parks, event centers, lodges, clubs, houses of worship, and similar facilities.

(ii) It shall be unlawful to operate or permit the operation of any sound amplification equipment, live or recorded music, or similar sound source in or upon a place of public assembly that is located within three hundred (300) feet of property that is zoned or used for residential purposes, in such a manner that the sound is plainly audible inside any dwelling unit on such residential property, with doors and windows closed, for a continuous period in excess of ten (10) minutes.

(iii) For purposes of this subsection, "plainly audible" means any sound where the bass, rhythm, or melody is clearly perceptible to a person of ordinary sensibilities inside the dwelling unit.

(iv) This subsection shall not apply within any specific geographical area that is otherwise exempted from the prima facie nighttime noise standards of subsection (a)(5) of this section, nor shall it be construed to limit or restrict the exemption for bells, chimes, and carillons set forth in subsection (c)(6) of this section.

SECTION II. Severability.

If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the remaining provisions, which shall remain in full force and effect.

SECTION III. Emergency Clause.

It being immediately necessary for the preservation of the public peace, health, and safety, an emergency is hereby declared to exist, by reason whereof this ordinance shall take effect immediately upon its passage, approval, and publication as provided by law.

PASSED AND APPROVED and the clause ruled upon separately this 16th day of December, 2025.

_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:



ASSISTANT CITY ATTORNEY

CITY OF BROKEN ARROW
Where opportunity lives

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Public Contract Application for Contractual Changes
Contract Change Order

Project Name: Broken Arrow Gateways Entry Signage
Project Number: 201710
PO Number: 22502158
Date of Application: Monday, October 20, 2025
Contractor: Northeastern Irrigation & Landscape, Inc
Submitted By:

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

1) None
2) None

Change in Contractual Project Time:

1) 22 additional days requested due to lights acquisition delays and heavy rain events during the concrete construction.
2)

Plan Sheets or Additional Documents Attached: Yes ☐ No ☑ Other:

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
	N/A	N/A	N/A	$ -	0	$ -
						$ -
					Total Change Cost:	$ -

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$ 819,207.65
Current Change Order:	$ -	Amended Contract Amount:	$ (147,617.84)
Total Cost of Change Orders:	$ -	Percent Change in Contract:	-18.02%
Total Cost Applicable to CBA:		Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # 0 in the sum of: $ - has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Dale Forrest, President	Dale Forrest	11/10/2025
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	11/13/2025
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	11/13/2025
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	11/13/2025
City Manager:	Michael Spurgeon		

This Change is Executed Through:

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on :

Council Agenda Number:
City Clerk:

MYERS-CHERRY CONSTRUCTION

824 W. Jasper
Broken Arrow, OK 74011

11/18/2025

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

Re: Broken Arrow Jail Expansion – Recommendation Letter for Trade Package Award

Dear City Council,

Myers-Cherry Construction, LLC has reviewed the trade bids received on behalf of the City on November 13, 2025. Below you will find MCC's recommendations to the City Council for the award.

Award the following Bid Packages:
Bid Package 1A: Final Cleaning to Myers-Cherry Construction, LLC
Bid Package 2A: Selective Demolition to Ark Wrecking Co. of Oklahoma
Bid Package 3A: Cast-in-Place Concrete to Inside Out Concrete, Inc.
Bid Package 4A: Masonry to Myers-Cherry Construction, LLC
Bid Package 5A: Structural & Miscellaneous Steel to Bennett Steel, Inc.
Bid Package 6A: Millwork & Casework to Radworks DBA Mayco Fixture Co.
Bid Package 7A: Waterproofing & Sealants to Oklahoma Roofing & Sheet Metal, LLC
Bid Package 7B: Roofing to Allwine Roofing & Construction, Inc.
Bid Package 8A: Hollow Metal Doors, Frames, and Door Hardware to FTO Building Specialties, LLC
Bid Package 9A: Metal Studs & Drywall to SW Drywall, LLC
Bid Package 9B: Flooring to T & S Taylor Enterprises, Inc.
Bid Package 9C: Fluid-Applied Flooring to Carroll's Commercial Floors, LLC
Bid Package 9D: Painting to BA Painting, LLC
Bid Package 10B: Toilet Accessories to FTO Building Specialties, LLC
Bid Package 10C: Fire Extinguishers & Cabinets to FTO Building Specialties, LLC
Bid Package 11A: Detention Equipment to Sweeper Metal Fabricators Corp.
Bid Package 11B: Food Service Equipment to Amundsen Commercial Kitchens, Inc.
Bid Package 12A: Window Shades to Craft Customs, Inc.
Bid Package 21A: Fire Suppression to Western States Fire Protection, Inc.
Bid Package 22A: Plumbing to Midwest Mechanical, Inc.
Bid Package 23A: HVAC to Applied Mechanical Services, LLC
Bid Package 26A: Total Ascension Group Corp.
Bid Package 28A: Security Electronics to Sweeper Metal Fabricators Corp.
Bid Package 31A: Site Demolition, Erosion Control, and Earthwork to Truth Excavation, LLC
Bid Package 32A: Asphalt Paving to APAC – Central, Inc.
Bid Package 32B: Fences & Gates to Pro-Line Fence and Gate, LLC
Bid Package 32C: Landscape & Sod to Myers-Cherry Construction, LLC
Bid Package 33A: Site Utilities to All American Plumbing, Inc.

Upon the Council's award of the proposed bid packages above, the owner assigns the bid packages to Myers-Cherry Construction, LLC, to contract with the various trades.

Respectfully,

David Myers, CCCA
Managing Member

Approved by:

Charlie Bright 11/25/2025
Charlie Bright, Director of Engineering & Construction

AMENDMENT NO. 2
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
SELSOR SCHAEFER ARCHITECTS
FOR
PROJECT NAME: MUNICIPAL SERVICES ADMINISTRATION BUILDING
PROJECT NO. 2417170

THIS **AMENDMENT NO. 2**, made and entered into this 19th day of November 2025, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and SELSOR SCHAEFER ARCHITECTS, hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated January 2, 2024 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to develop programming, investigation, Conceptual Design and Site Selection for a new Broken Arrow City Hall.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to revise conceptual survey to Topographic/ALTA survey with additional services.

WHEREAS, the ORIGINAL AGREEMENT and Amendments No. 1 through No. 2 shall hereinafter collectively be referred to as the "Agreement"; and

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

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

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

1. PROJECT SCOPE.
This Amendment requires CONTRACTOR to provide ALTA/NSPA with Topographic Survey, Utility Electronic Locates and an Easement Report.

2. CHANGE IN CONTRACT AMOUNT.
As compensation for the additional work, CITY shall pay ENGINEER in accordance with the terms as a change in the contract amount;

Original Contract Amount executed January 2, 2024	$ 174,500.00
Amendment No. 1 executed September 5, 2025	$ 1,359,574.00
Amendment No. 2, remove survey fee	$ (19,500.00)
Amendment No. 2, lump sum	$ 17,500.00
Amendment No. 2, lump sum	$ 5,700.00
Amendment No. 2, not to exceed	$ 1,750.00
Revised Total Contract Amount	$ 1,539,524.00

.

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 2 is 30 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 2 is effective upon signature of both parties.

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

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

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:

SELSOR SCHAEFER ARCHITECTS

By: _____
Hank Spieker, AIA, Partner

Date: 20 NOVEMBER 2025

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: _____
Shane D. Aaron, AIA, President

Date: 19 NOVEMBER 2025

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 20 day of November, 2025, personally appeared Henry Spieker, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of SELSOR SCHAEFER ARCHITECTS, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

June 26, 2026

Notary Public

JENNIFER DOWLER
Notary Public - State of Oklahoma
Commission Number 18006389
My Commission Expires Jun 26, 2026

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
SELSOR SCHAEFER ARCHITECTS
FOR
MUNICIPAL SERVICES ADMINISTRATION BUILDING
PROJECT 2417170

SCOPE OF SERVICES

1.0 AMENDMENT SCOPE

1.1 Remove Site Survey with Topography Payment, section 1.3.
1.2 Topography Survey- The CONSULTANT will perform a ALTA/NSPA with Topographic Survey.
1.3 Topography Survey- The CONSULTANT will perform a Utility Electronic Locates
1.4 Topography Survey- The CONSULTANT will perform an Easement Report.

2.0 SCOPE OF SERVICES

1.1 TOPOGRAPHIC SURVEY:
- 1.1.1 Topography with one-foot interval contours
- 1.1.2 Existing buildings and site structures
- 1.1.3 Building finished floor elevations at accessible doorways
- 1.1.4 Utilities (water, storm sewer, sanitary sewer, gas, electric and communication) as marked by One Call System or as noted on Survey Design Request and features/appurtenances located at ground level
- 1.1.5 Parking lots and access drives
- 1.1.6 Fences
- 1.1.7 Trees having a diameter equal to or greater than 12"
- 1.1.8 Tree "dripline" to be shown for heavily wooded areas
- 1.1.9 Benchmarks
- 1.1.10 Spot Elevations
- 1.1.11 All drainage features (above and below ground, where applicable)
- 1.1.12 Provide survey control file (Autocad and Digital Terrain Model, etc.)
- 1.1.13 Horizontal datum determined in the Oklahoma State Plane Coordinate System (NAD83)
- 1.1.14 Vertical datum determined in the North American Vertical Datum of 1988 System (NAVD88)

1.2 ALTA/NSPS SURVEY:
- 1.2.1 Survey in accordance with latest version of ALTA/NSPS Land Title Survey Standards
- 1.2.2 Table A, "Optional Survey Responsibilities and Specifications," as specified by the client
- 1.2.3 Table A Items 1-4, 7(a), 8, 9 and 11 to be included if not specified by client – see attached.
- 1.2.4 Additional fee may apply for Table A item requirements not provided with signed contract

1.2.5 Title Commitment with an effective date within the previous 6 months and exception documents to be provided by Client. Deliverable date is dependent on receipt of the title commitment.

1.3 ADDITIONAL SERVICES:

1.3.1 Title and easement research/property report (by third party / fee included on following page)

1.3.2 CONSULTANT does not offer property easement or encumbrances research or abstracting services.

1.3.3 CONSULTANT will coordinate a property report through a third party to research easements and encumbrances of record for subject property. Said report is not intended to act as or replace an abstract, title commitment, title opinion, or title insurance policy.

1.3.4 Plot easements from report on the topographic survey as an approximate location based upon approximate lot and property lines.

1.3.5 Private utility locate service (by third party / fee included on following page)

1.3.6 CONSULTANT does not offer utility or ground penetrating radar (GPR) locating services.

1.3.7 CONSULTANT will coordinate utility locates and GPR services through a third party to mark utility locations able to be located from the ground surface.

1.3.8 The location and depth of any underground facilities marked by the private utility locators will be shown on the topographic survey.

ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
SELSOR SCHAEFER ARCHITECTS
FOR
MUNICIPAL SERVICES ADMINISTRATION BUILDING
PROJECT 2417170

ORGANIZATION OF SUBMITTAL DOCUMENTS

1.0 TOPOGRAPHIC SURVEY and SUE DATA: The CONSULTANT shall submit in-full survey and SUE data in a format compatible with AutoCAD. It can be submitted via email, data download, or memory stick.

ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
SELSOR SCHAEFER ARCHITECTS
FOR
MUNICIPAL SERVICES ADMINISTRATION BUILDING
PROJECT 2417170

COMPENSATION AND ADDITIONAL SERVICES

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

1.1 ALTA/NSPS with Topographic Survey: The OWNER shall pay the CONSULTANT a lump sum amount of $17,500 for the completion of the Topographic Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services

1.2 Utility Electronic Located: The OWNER shall pay the CONSULTANT a lump sum amount of $5,700 for the completion of the Topographic Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services

1.3 Easement Report: The OWNER shall pay the CONSULTANT not to exceed amount of $1,750 for the completion of the Topographic Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services

ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
SELSOR SCHAEFER ARCHITECTS
FOR
MUNICIPAL SERVICES ADMINISTRATION BUILDING
PROJECT 2417170

PROJECT SCHEDULE

The projected schedule for completion of our construction documents, excluding additional services, is approximately 4 weeks after notice to proceed, which makes reasonable allowances for timely reviews, coordination and approvals by Owner and Consultant, which may extend the scheduled completion date.

APPENDIX 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
SELSOR SCHAEFER ARCHITECTS
FOR
MUNICIPAL SERVICES ADMINISTRATION BUILDING
PROJECT 2417170

Subject Study Area

