# 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, April 7, 2026** **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.** 26-7 Approval of the City Council Meeting Minutes of March 24, 2026

**B.** 26-456 Approval of and authorization to execute Resolution No. 1737, a resolution of the City Council of the City of Broken Arrow to approve participation in settlements with Associated Pharmacies, Inc., JM Smith Corporation, Louisiana Wholesale Drug Company, Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc. and United Natural Foods, Inc. and authorizing the Mayor or City Manager to execute the Remnant Defendants' Combined Subdivision Participation and Release Form contained in the Remnant Defendants' Settlement Agreement as Exhibit G and to take all actions required to effect the settlements

**C.** 26-466 Approval of and authorization to execute Agreement for Professional Consulting Services with Cross Timbers Consulting for bridge design improvement plans along Broken Arrow Creek in the Arrowwood Estates II Subdivision (SW26160)

**D.** 26-444 Approval of and authorization to execute Amendment No. 3 to the Agreement for Professional Consultant Services with Garver, LLC for the 9th Street Widening from New Orleans Street to Washington Street project (Project Number ST23280)

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| **E.** | 26-468 | Approval of and authorization to execute the Agreement for Professional Consultant Services with Kimley-Horn and Associates, Inc. for the 20th Street - Hillside Drive Intersection & Corridor Study (Project Number ST25340) |
| **F.** | 26-465 | Approval of and authorization to execute Amendment 4 to professional Consultant Agreement with Narrate for the design of the Operations Center Administration Building Remodel Project (Project No. 2317210) |
| **G.** | 26-457 | Approval of and authorization to execute a renewal with Remedy Health to provide near-site clinic services for eligible employees effective May 1, 2026 |
| **H.** | 26-397 | Approval of and authorization to renew subscription to SolarWinds Web-Service Desk pursuant to the Oklahoma State Purchasing Contract |
| **I.** | 26-470 | Approval of and authorization to execute the Amendment to the Contract for FY2024 Community Development Block Grant (CDBG) Urban County Project between the City of Broken Arrow and the Tulsa County CDBG Urban County and approve and authorize execution of Fiscal Year 2026 Budget Amendment Number 25 |
| **J.** | 26-427 | 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 |
| **K.** | 26-480 | Approval of and authorization to execute Change Order No. 1 with Grade Line Construction, LLC for the Wedgewood Residential Streets Concrete Panel Replacement project (ST22100) |
| **L.** | 26-463 | Approval of PR-000101-2022 \| PT-002659-2026, Conditional Final Plat, RoseWood Village, 4.49 acres, RM (Residential Multifamily), and PUD-000737-2023, located approximately one-fourth of a mile north of Houston Street (81st Street) and one-eighth of a mile east of Aspen Avenue (145th East Avenue) |
| **M.** | 26-478 | Acceptance of a Drainage Easement consisting of 1,523.67 square feet of drainage easement, located at 1564 East College Street in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 12, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Mona F. Johnson, Trustee of the Mona F. Johnson Trust, dated December 8, 2021, and authorization of payment in the amount of $2,290 for the College Street Improvements-9th Street to 12th Street, Parcel 2.A (Project No. ST26020) |

**N.** 26-487 Acceptance of a Storm Sewer and Access Easement and a Temporary Construction Easement from Grand Slam Enterprises, LLC, an Oklahoma limited liability company, the owner, on property generally located south of West Jasper Street and east of South Elm Place in Broken Arrow, Oklahoma, located in the Northwest Quarter of Section 11, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma for the Indian Springs Storm Sewer Improvements, Parcels 1.1 and 1.A (Project No. SW26100)

**O.** 26-467 Acceptance of a Temporary Construction Easement for Parcel 5.A, consisting of 2,492.95 square feet of property located at 2003 West Austin Place in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 27, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Andrea Seabeck and Tristan Seabeck for the Waterford Park Erosion Mitigation, Parcel 5.A (Project No. SW26110)

**P.** 26-486 Acceptance of Utility Easements for Parcels 23.0 and 24.0, consisting of 37,842 square feet and 6,607 square feet, respectively, of utility easement and acceptance of Temporary Construction Easements for Parcels 23.1, 23.2 and 24.1, consisting of 3,393 square feet, 19,536 square feet, and 4,405 square feet, respectively, of temporary construction easement on property generally located at 9665 South 193rd East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 19, Township 18 North, Range 15 East, Wagoner County, Oklahoma, from David Warne aka David M. Warne and Sharon Warne aka Sharon E. Warne, and authorization of payment in the amount of $48,730.00 for the County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements, Parcels 23.0, 23.1, 23.2, 24.0, and 24.1 (Project No. 2154250)

**Q.** 26-453 Ratification of the Claims List Check Register Dated March 30, 2026

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

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

**A.** 26-200 Presentation of a Proclamation by Mayor Debra Wimpee declaring April 8, 2026, as “Ernest Childers Day” in Broken Arrow, Oklahoma

**B.** 26-445 Presentation of a Proclamation by Mayor Debra Wimpee declaring the month of April 2026, as “Safe Digging Month” in Broken Arrow, Oklahoma

**C.** 26-483 Recognition of Broken Arrow Citizens, City Council, Employees, and Community Partners for Collaborative Efforts Regarding the 2026 General Obligation Bond Package

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

**9. General Council Business**

**A.** 26-439 Consideration, discussion, and possible approval of BAZ-002651-2026 (Rezoning), The Pines IV, approximately 119.05 acres, A-1 (Agricultural) to RS (Single Family Residential), located one-quarter mile south of Omaha Street (51st Street), west of 37th Street (209th E. Avenue)

**10. Preview Ordinances - NONE**

**11. Ordinances**

**A.** 26-447 Consideration, discussion and possible adoption of Ordinance No. 3905 Amending Chapter 7, an ordinance amending Chapter 7, Article XVII of the Code of Ordinances relating to short-term rentals; providing new and revised definitions; establishing and strengthening operating standards; requiring interior posting, noise monitoring, and security cameras; establishing occupancy and parking limits; requiring advertising disclosures and hosting-platform cooperation; capping licenses per owner in residential districts; providing enforcement, notice, appeals, and penalties; adopting an appendix checklist; providing for codification; repealer; severability; and declaring an effective date

**B.** 26-448 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3905; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

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

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

**14. Executive Session**

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

**A pending litigation known as Judith Latus v. City of Broken Arrow, Wagoner County District Court, Case No. CJ-2020-115, 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 claims and litigation, and disclosure will seriously impair the ability of the public body to process the proceeding in the public interest. Moreover, that the Executive Session is necessary to protect the confidentiality of the investigation and potential litigation. After the conclusion of the confidential portion of executive session, the Council will reconvene in open meeting, and the final decision, 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 #:** 26-7, **Version:** 1

**Broken Arrow City Council**
**Meeting of: 04/07/2026**

**Title:**
Approval of the City Council Meeting Minutes of March 24, 2026

**Background:**
Minutes recorded for the City Council Meeting.

**Cost:** Approximately $170

**Funding Source:** City Clerk Operational Fund

**Requested By:** City Clerk's Office

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

**Attachments:** March 24, 2026 Meeting City Council Minutes

**Recommendation:**
Approve the minutes of the March 24, 2026 City Council Meeting.

# City of Broken Arrow
# City Council Meeting
# Minutes

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**

**Tuesday, March 24, 2026** **Council Chambers**

## 1. Call to Order

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

## 2. Invocation

Pastor Rich Managero 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 Mayor Debra Wimpee.

## 5. Consideration of Consent Agenda

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| **A.** | **26-6** | **Approval of the City Council Minutes of March 03, 2026** |
| **B.** | **26-422** | **Approval of the City Council Special Meeting Minutes of March 3, 2026** |
| **C.** | **26-411** | **Approval of the Special City Council Minutes of May 16, 2023, and the Special Joint Meeting of Broken Arrow City Council, Broken Arrow Municipal Authority, and Broken Arrow Economic Development Authority of May 22, 2025** |
| **D.** | **26-390** | **Acceptance of Planning Commission meeting minutes of February 12, 2026** |
| **E.** | **26-408** | **Acceptance of Planning Commission meeting minutes of February 26, 2026** |
| **F.** | **26-369** | **Acceptance of Drainage Advisory Committee meeting minutes of November 3, 2025** |
| **G.** | **26-379** | **A.Approval of and authorization to execute a Proclamation declaring the week of March 23, 2026, Arbor Week** |
| **H.** | **26-425** | **Approval of and authorization to execute a Proclamation declaring April 22, 2026, as Earth Day, and the month of April, 2026, as Earth Month in the City of Broken Arrow, and encourage our citizens to participate in activities such as recycling, reducing, reusing, replanting, and restoring our communities and the planet** |
| **I.** | **26-357** | **Approval of and authorization to execute a professional Consultant Agreement with Cowan Group Engineering for the design of the Operations Center Site Improvements Project (Project No. 2217090)** |
| **J.** | **26-356** | **Approval of and authorization to execute Agreement, Gas Facilities Relocation, between Oklahoma Natural Gas and the City of Broken Arrow, for North Olive Avenue, between West Kenosha Street and West Albany Street (Project Number STl 710 - South Phase)** |
| **K.** | **26-391** | **Notification of City Manager's execution of an Agreement with the Broken Arrow Chamber of Commerce for advertising, promotion, and marketing of the Rooster Days Festival for an amount not to exceed $20,000** |
| **L.** | **26-384** | **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** |
| **M.** | **26-428** | **Approval of and authorization to purchase one (1) ZD1211-3-60 Zero Tum Mower from Stewart Martin Kubota of Broken Arrow, pursuant to the Sourcewell purchasing contract quote#2943965 for Battle Creek Golf Course** |
| **N.** | **26-434** | **Approval of and authorization to execute an agreement between the City of Broken Arrow and Tulsa Technology Center to provide training services for employees** |
| **O.** | **26-418** | **Approval of and authorization to execute an Order Form, and other necessary document with NeoGov for a co-subscription for software and subscriptions through June 30, 2027** |
| **P.** | **26-358** | **Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds to design drainage design improvements from 3729 South 195th East Avenue to East 37th Court South** |

**Q. 26-359** **Acceptance of the Drainage Advisory committee recommendation to close project Freeport and Cedar and return the $19,785.50 of the 2018 General Obligation Bond funds to the appropriate basin. Original Agenda Item Number 25-1069**

**R. 26-360** **Acceptance of the Drainage Advisory Committee recommendation to close project NEEDA Study and return the $1,000.00 of the 2018 General Obligation Bond funds to the appropriate basin. Original Agenda Item Number 24-1014**

**S. 26-361** **Acceptance of the Drainage Advisory Committee's recommendation to approve expenditure of 2018 General Obligation Bond funds to finalize the plans and for construction funds to reconstruct the weir structure in the Park at Adams Creek Reserve F to mitigate stormwater flows and possibly construct storm sewer improvements on East Seattle Court**

**T. 26-363** **Acceptance of the Drainage Advisory Committee's recommendation to approve the reallocation of 2018 General Obligation Bond funds from design to construction funds for drainage improvements in the South Fork Estates subdivision**

**U. 26-364** **Acceptance of the Drainage Advisory Committee's recommendation to reject the expenditure of 2018 General Obligation Bond funds for drainage improvements in the Westwind Subdivision**

**V. 26-365** **Acceptance of the Drainage Advisory Committee recommendation to close project Woodcreek II Improvements and return the $40,000.00 of the 2018 General Obligation Bond funds to the appropriate basin. Original Agenda Item Number 23-1366**

**W. 26-366** **Acceptance of the Drainage Advisory Committee recommendation to close project Zogg Channel and return the $28,400.00 of the 2018 General Obligation Bond funds to the appropriate basin. Original Agenda Item Number 24-561**

**X. 26-417** **Approval of and authorization to execute Change Order No. 1 with Cherokee Pride Construction, Inc. for the College Addition Phase 1 (ST24 l 70)**

**Y. 26-394** **Approval of and authorization to execute Change Order No. 7, final reconciliatory, with Becco Contractors, Inc., for Oklahoma Department of Transportation project# STP-272F(367)IG, JP# 33955(04) (City of Broken Arrow project# STl 411, Albany Street Widening from 9th Street to 23rd Street)**

**Z. 26-421** **Approval of and authorization to execute Agreement for Professional Consulting Services with Cross Timbers Consulting for the design of drainage improvement plans in the Tucson Village II Subdivision (Project Number SW26200)**

**AA. 26-402** **Approval of PR-000895-2025 IPT-002596-2025, Conditional Final Plat, Brook Chase Phase V, 18.56 acres, 86 proposed lots, AG (Agricultural) to RS-4 (Single Family Residential) via BAZ-2074, located one-half mile north of Washington Street (91st Street), one-half mile west of 23rd Street (193rd E. Avenue/County Line Road)**

**AB. 26-432** **Approval of PT-002629-2025IPR-000089-2022, Conditional Final Plat, The Enclave at Southern Trails, 20.49 acres, 3 lots, CM (Community Mixed-Use), RM (Residential Multi-family), & CG (Commercial General) via BAZ-000012-2022 and PUD-000126-2022, located south of New Orleans Street (101st Street) and east of Olive Avenue (129th Avenue)**

**AC. 26-438** **Approval of PR-000910-2026 I PT-002655-2026, Conditional Final Plat, Brook Chase Phase VI, 25.94 acres, 92 proposed lots, AG (Agricultural) to RS-4 (Single Family Residential) via BAZ-2074, located one-half mile north of Washington Street (91st Street), one-half mile west of 23rd Street (193rd E. Avenue/County Line Road)**

**AD. 26-406** **Approval of and authorization to execute Agreement, Gas Facilities Relocation, between Oklahoma Natural Gas and the City of Broken Arrow, for North Olive Avenue, between West Kenosha Street and West Albany Street (Project Number STl 710 - North Phase)**

**AE. 26-416** **Approval of and authorization to execute Pipeline Crossing Agreement between Union Pacific Railroad (UPRR) and the City of Broken Arrow, for a license to construct, maintain, and operate a waterline across UPRR property and track for the 9th Street Widening from Washington Street to Houston Street project (ST2027) for payment of the license fee**

**AF. 26-407** **Acceptance of a Utility Easement for Parcel 26.0, consisting of 2,168.92 square feet of utility easement located at 9645 South 193rd East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 19, Township 18 North, Range 15 East, Wagoner County, Oklahoma, from Mary L. McCullah and Lisa Simpson, and authorization of payment in the amount of $4,600.00 for the County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements, Parcel 26.0 (Project No. 2154250)**

**AG. 26-409** **Approval of and authorization to renew the Blue Zoo subscription**

**AH. 26-410** **Approval of and authorization to execute Amendment 3 to Agreement for Professional Consulting Services with Kimley-Horn and Associates, Inc. for Residential Streets Concrete Panel Replacement (Project Number 2352120)**

**AI. 26-412** **Ratification of the Claims List Check Register Dated March 16, 2026**

MOTION: A motion was made by Justin Green, seconded by David Pickel
**Move to Approve Consent Agenda Minus Items K. 26-391 and T. 26-363**
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**

**K. 26-391** **Notification of City Manager's execution of an Agreement with the Broken Arrow Chamber of Commerce for advertising, promotion, and marketing of the Rooster Days Festival for an amount not to exceed $20,000**

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
**Move to Table Item 26-391 Notification of City Manager's execution of an Agreement with the Broken Arrow Chamber of Commerce for advertising, promotion, and marketing of the Rooster Days Festival for an amount not to exceed $20,000, until April 7th or next meeting of the Tourism Board**
The motion carried by the following vote:
**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

**T. 26-363** **Acceptance of the Drainage Advisory Committee's recommendation to approve the reallocation of 2018 General Obligation Bond funds from design to construction funds for drainage improvements in the South Fork Estates subdivision**

Jason Langley, a citizen of Broken Arrow, thanked the commission for their support throughout the process and provided a brief update, highlighting ongoing drainage issues on his and a neighbor's property following recent rainfall. He shared that mitigation efforts are in progress and expressed confidence that the proposed solution will address the problem. He emphasized appreciation for staff and the commission's responsiveness and support, particularly in advancing the project tied to the South Broken Arrow Home Depot development.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
**Move to Approve Item 26-363 Acceptance of the Drainage Advisory Committee's recommendation to approve the reallocation of 2018 General Obligation Bond funds from design to construction funds for drainage improvements in the South Fork Estates subdivision**
The motion carried by the following vote:
**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

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

**A. 26-271** **Approval of and authorization to execute a Proclamation declaring April 2026 as Autism Awareness and Acceptance Month in the City of Broken Arrow**

Molly, representing Creoks Health Services and the Autism Foundation of Oklahoma, announced an upcoming Autism Awareness Day at the State Capitol on April 2nd. She invited the public to attend and emphasized the importance of advocating for individuals with autism, particularly in areas like transportation and services. She also expressed appreciation for the proclamation recognizing April as Autism Awareness Month.

Mayor Debra Wimpee read a proclamation recognizing April 2026 as Autism Awareness and Acceptance Month, highlighting the prevalence of autism and the diverse challenges individuals may face. She emphasized the importance of early diagnosis, access to resources, and ongoing advocacy to support individuals and families. The proclamation also underscored the city's commitment to raising awareness and promoting inclusion and opportunities for those affected by autism.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
**Move to Approve Item 26-271 Approval of and authorization to execute a Proclamation declaring April 2026 as Autism Awareness and Acceptance Month in the City of Broken Arrow**
The motion carried by the following vote:
**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

**B. 26-376** **Approval of and authorization to execute a Proclamation declaring the week of April 12-18, 2026, as National Telecommunicators Week**

Councilor Lisa Ford read a proclamation recognizing April 12–18, 2026, as Telecommunicator Appreciation Week, highlighting the critical, life-saving role of 911 telecommunicators in guiding emergency response, assisting callers in crisis, and supporting public safety operations. She emphasized their importance as the vital link between citizens and first responders and acknowledged their impact on the community. She also noted ongoing advocacy efforts at the national level to reclassify telecommunicators as professionals rather than administrative staff, underscoring their essential role in public safety.

MOTION: A motion was made by Johnnie Parks, seconded by David Pickel
**Move to Approve Item 26-376Approval of and authorization to execute a Proclamation declaring the week of April 12-18, 2026, as National Telecommunicators Week**

The motion carried by the following vote:

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

**C. 26-415 Presentation regarding road closure of Houston Street from S. 1st Street to S. 6th Street in association with the Old Town Waterline Improvements (Project No. 2254401)**

Charlie Bright, Director of Engineering and Construction, presented Item 26-415, and explained that the city is planning a temporary closure of Houston Street between Main and Linn Lane for about a month to complete Old Town water line improvements and related drainage work. Because the work is close to the roadway and involves equipment extending into traffic areas, the closure is necessary for safety. While the road is an arterial, it also functions as a residential street, so traffic impacts are expected to be manageable, with detours routed via Dallas Street. Residents will still have access to their homes, and crews will coordinate directly with them to minimize disruption.

**D. 26-403 Presentation, consideration, and acceptance of the City of Broken Arrow Annual Financial Statements for Fiscal Year 2024-2025**

Cindy Arnold, Director of Finance, presented Item 26-403 and introduced Jake Winkler.

Jake Winkler with Arledge & Associates P.C. reported a clean audit with no findings, no significant deficiencies, and no material weaknesses. He noted that federal grant funds were also audited with no issues, and both the Uniform Guidance and Yellow Book reports were clean, emphasizing that the uneventful results reflect a strong financial position.

Following the audit presentation, officials expressed appreciation for the clean audit results and credited the city's finance team for their organization and transparency. Mr. Winkler praised their responsiveness and record-keeping, noting that it contributed to the smooth audit process. At the same time, council members emphasized confidence in staff and the importance of maintaining strong financial practices.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
**Move to Approve Item 26-403 acceptance of the City of Broken Arrow Annual Financial Statements for Fiscal Year 2024-2025**
The motion carried by the following vote:

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

**E. 26-87 Update on the 2026 General Obligation Bond Package**

City Manager Michael Spurgeon highlighted that the city is nearing the April 7 bond election after a nearly three-year planning and public engagement process, emphasizing extensive transparency through surveys, meetings, and community partnerships. He noted the package includes nearly 130 projects aimed at maintaining Broken Arrow's quality of life and reflects strong community input. Spurgeon also recognized the COBA U leadership class and thanked council members, staff, and partners for their efforts, expressing pride in the process and strong public support as the city enters the final phase before the vote.

**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)**

Jill Hatfield, a citizen of Broken Arrow, expressed concern about the impact of nearby development—particularly the new Amazon facility—on her neighborhood, citing increased noise, traffic, and road wear affecting residents' quality of life. She questioned why homeowners were not more directly informed in advance and raised specific concerns about planned road widening on College Street, including how it may affect property frontage. She also asked about the timeline for a previously approved 180-unit apartment project, noting that additional construction could further intensify disruptions, and requested guidance on whom to contact for more information.

City officials acknowledged Ms. Hatfield's concerns and confirmed they would follow up directly with her after coordinating internally to provide detailed answers to her questions. They also agreed to update the council on the response. Additionally, members noted the importance of addressing her concern about the lack of prior notification, clarifying that the project did not come before the City Council for approval, and committed to explaining that publicly for broader awareness.

Rocky Henkel, Director of Community Development, clarified that the property in question was rezoned to light industrial in 2020. At that time, public notices were issued, and residents had the opportunity to speak during public hearings. Since no opposition was recorded, the zoning was approved, allowing the current development to proceed "by right," meaning it complies with existing zoning and does not require further City Council approval. He explained that while the project must still meet all engineering, building, and regulatory requirements,

additional public notification is not required at this stage because the use was already permitted under the approved zoning.

**9. General Council Business**

**A. 26-355** **Consideration, discussion, and possible action for approval of and authorization to award to the lowest responsible bidder, Builder's Unlimited, Inc., authorization to execute a construction contract for the Kenosha Sidewalk Project (ST23290), and a prove and authorize a project transfer from ST26080 to ST23290**

Travis Small, Transportation Division Manager, presented Item 26-355, the proposed award for the Kenosha Sidewalks Project, which aims to fill a sidewalk gap between Sycamore and Narcissus. He explained that the project was designed in coordination with a consultant and Union Pacific Railroad. After bidding, Builders Unlimited was identified as the lowest responsible bidder at approximately $324,000—below the engineer's estimate of about $382,000. Funding is available through the 2018 bond funds and street sales tax, and staff recommended moving forward with the award.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
**Move to Approve Item 26-355 approval of and authorization to award to the lowest responsible bidder, Builder's Unlimited, Inc., authorization to execute a construction contract for the Kenosha Sidewalk Project (ST23290), and a prove and authorize a project transfer from ST26080 to ST23290**
The motion carried by the following vote:
**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

**B. 26-424** **Consideration, discussion, and possible approval of and authorization to execute and publish a Notice of Availability of An11ual Audit for Fiscal Year 2024-2025**

Cindy Arnold, Director of Finance, presented Item 26-424 and explained that state law requires the city to publish a Notice of Availability for the annual audit in the newspaper, informing the public that the audit is accessible. She stated that this is a routine requirement, and staff recommend approval of the notice.

MOTION: A motion was made by Justin Green, seconded by Lisa Ford
**Move to Approve Item 26- 424 authorization to execute and publish a Notice of Availability of An11ual Audit for Fiscal Year 2024-2025**
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

**C. 26-436** **Consideration, discussion, and possible approval PUD-002644-2026 (Planned Unit Development), Elysian Fields III, a major amendment to PUD-306, 53.55 acres, AG (Agricultural) to RS-P (Single Family Residential - Preservation) & PUD-306 via BAZ-2050, located at the southeast corner of Tucson Street (121st Street) and Garnett Road (113th E. Avenue)**

Rocky Henkel, Director of Community Development, presented Item 26-436, a major amendment request for PUD 306 on approximately 53 acres at Tucson and Garnett, originally proposing a slight increase in housing units, potential future commercial development, and updated sidewalk requirements. He noted that the Planning Commission partially approved the request, allowing the increase in homes but rejecting the commercial component due to public opposition. The applicant has since revised the proposal to remove the commercial portion and clarify sidewalk requirements, and the updated PUD reflects those changes.

The discussion clarified that the amendment increases the allowed homes from 182 to 186, which was the primary concern raised by residents. The previously proposed commercial component has been removed from the PUD. However, officials noted that the property owner could still pursue commercial development in the future through a separate comprehensive plan amendment and rezoning process. Council members confirmed that any such future change would require additional public review and approval.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
**Move to Approve Item 26-436 PUD-002644-2026 (Planned Unit Development), Elysian Fields III, a major amendment to PUD-306, 53.55 acres, AG (Agricultural) to RS-P (Single Family Residential - Preservation) & PUD-306 via BAZ-2050, located at the southeast corner of Tucson Street (121st Street) and Garnett Road (113th E. Avenue)**
The motion carried by the following vote:
**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

**D. 26-442** **Consideration, discussion, and possible approval of the appointment or reappointment of a member to the City of Broken Arrow Board of Adjustment for a term to expire May 1, 2028**

Rocky Henkel, Director of Community Development, explained that Michelle Bergwall's position on the Board of Adjustments was deemed vacant due to attendance requirements under city code. After review by legal and city management, staff recommended reappointing her to continue serving in the same role for the remainder of the term, which would expire on May 1, 2028.

The council discussed concerns about reappointing Michelle Bergwall due to missed meetings, questioning her attendance and commitment. Staff clarified that absences triggered the vacancy under the city code, but also noted she remains interested in serving and has contributed value in the past. The council supported reappointment, emphasizing her experience and importance to the board, while also stressing that improved attendance is expected going forward and will be monitored closely.

MOTION: A motion was made by Johnnie Parks, seconded by David Pickel
**Move to Approve Item 26-442, the appointment or reappointment of Michelle Bergwall to the City of Broken Arrow Board of Adjustment for a term to expire May 1, 2028**
The motion carried by the following vote:
**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

**E. 26-433** **Consideration, discussion, and possible modification to Request to Appear Forms and Guidelines for City Council meetings and all other City Boards and Commissions meetings adopted by City Council on February 6, 2018, as modified on April 20, 2021, including but not limited to consolidation of the Guidelines providing for a single set to apply to both City Council meetings as well as to meetings of Boards and Commissions; providing for cancelation or suspension of public comment periods; and setting forth criteria to be considered when canceling or suspending public comment periods**

Trevor Dennis, City Attorney, presented Item 26-433 and explained that the city is proposing updates to its "request to appear before Council" forms and guidelines, last revised in 2021, to align with the adopted parliamentary procedures. The changes clarify the Mayor's authority to manage meetings, including the ability to interrupt or end public comments to maintain order and efficiency. The updates also consolidate guidelines across the City Council, Planning Commission, and other boards, and incorporate feedback to improve clarity.

The discussion clarified that the proposed updates do not change the city's procedures but simply put existing practices into clearer written form. Officials emphasized that public comment is not legally required under current Oklahoma law and remains at the discretion of the governing body. However, it is typically allowed to promote transparency and citizen engagement. They also noted that managing repetitive or disruptive comments is part of maintaining efficient meetings.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
**Move to Approve Item 26-433 modification to Request to Appear Forms and Guidelines for City Council meetings and all other City Boards and Commissions meetings adopted by City Council on February 6, 2018, as modified on April 20, 2021, including but not limited to consolidation of the Guidelines providing for a single set to apply to both City Council meetings as well as to meetings of Boards and Commissions; providing for cancelation or suspension of public comment periods; and setting forth criteria to be considered when canceling or suspending public comment periods**
The motion carried by the following vote:
**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

**10. Preview Ordinances**

**A. 26-423** **Consideration, discussion and possible preview of Ordinance No. 3905 Amending Chapter 7, an ordinance amending Chapter 7, Atiicle XVII of the Code of Ordinances relating to short-term rentals; providing new and revised definitions; establishing and strengthening operating standards; requiring interior posting, noise monitoring, and security cameras; establishing occupancy and parking limits; requiring advertising disclosures and hosting-platform cooperation; capping licenses per owner in residential districts; providing enforcement, notice, appeals, and penalties; adopting an appendix checklist; providing for codification; repealer; severability; and declaring an effective date**

Trevor Dennis, City Attorney, presented Item 26-423, summarizing proposed updates to the city's short-term rental ordinance, developed in response to numerous complaints involving noise, safety issues, and difficulty identifying responsible parties. He explained that the revisions aim to balance regulation with feedback from property owners by removing requirements like mandatory insurance, public display of license numbers, and training discounts, while clarifying tax handling and extending compliance timelines to 180 days. The proposal also strengthens enforcement options, including criminal penalties and civil actions

to address unlicensed or noncompliant operators—especially out-of-state owners. He emphasized that the proposal is still a draft, seeking council feedback before moving toward final adoption.

Amanda Sole, a licensed short-term rental operator, expressed support for reasonable regulations aimed at protecting neighborhoods but urged the city to distinguish between responsible, compliant operators and illegal or problematic ones. She highlighted her property's strong track record, proactive monitoring, and local management, emphasizing that issues stem from lack of accountability—not remote ownership. She raised concerns about increasing costs on compliant businesses. At the same time, illegal operators remain active and advocate for targeted enforcement with stronger penalties for repeat or unlicensed offenders, rather than broad measures that could harm responsible operators.

The discussion reinforced that the city's goal is to target unlicensed and noncompliant short-term rental operators—not those already following the rules. Officials agreed with the speaker that enforcement should focus on "bad actors," and staff explained that new tools are being proposed to address them more effectively. These include a graduated penalty system for violations, beginning with warnings or short suspensions and escalating if issues continue.

For operators who refuse to comply, the city outlined a stronger enforcement path: issuing cease-and-desist notices and, if ignored, pursuing legal action in district court to obtain injunctions that could shut down operations. Officials emphasized that this approach is designed to ensure accountability—even for out-of-state owners—while protecting responsible, licensed businesses.

They also clarified that properties operating illegally in restricted locations (such as too close to another rental) would not be eligible for a license and could be forced to cease operations entirely. Overall, the conversation highlighted a shift toward stricter, more enforceable measures aimed at bringing noncompliant operators into the system or shutting them down if necessary.

Jeremiah Calsing, a local short-term rental manager, expressed support for the city's efforts to regulate the industry but suggested refinements to make the ordinance more balanced. He raised concerns about the current suspension system, noting it could unintentionally penalize responsible operators who report issues, and proposed adopting a "safe harbor" policy to encourage cooperation with law enforcement. He also recommended incentive-based measures, such as reduced renewal fees for operators with clean records, to promote compliance. Additionally, he cautioned against adding a hotel/motel tax, citing reduced revenues for operators and potential negative impacts on local lodging supply and tourism.

The discussion focused on refining the proposed short-term rental rules, particularly around Jeremiah Calsing's suggestions. Council members were receptive to exploring a "safe harbor" provision so responsible operators who report issues themselves would not be penalized, with staff confirming this could be incorporated into the ordinance. However, they emphasized the need for safeguards to prevent abuse, such as limiting repeated use of the provision or requiring cooperation and preventative measures.

They also considered the idea of incentive-based fee reductions for operators with clean records, directing staff to research how other cities handle such programs and potentially bring back recommendations. At the same time, members reiterated that enforcement should remain focused on noncompliant operators.

Regarding the hotel/motel tax, council members indicated continued support for it as a tool to fund tourism, despite concerns raised by operators. Overall, the council showed openness to adjustments that reward responsible behavior while maintaining strong enforcement against problem properties.

Jessica Paige, a new resident, expressed appreciation for city leadership and shared her interest in potentially using her home as a short-term rental in the future. She asked how to obtain a copy of the proposed ordinance and sought clarification on whether a hotel/motel tax currently applies—or will apply—to short-term rentals.

The discussion clarified that a short-term rental ordinance already exists, and a copy can be obtained through the city clerk after the meeting. Officials noted that some platforms already collect hotel/motel taxes, but the broader application of that tax is still under consideration by the council. They also confirmed the current annual license renewal fee is approximately $515. Jessica Paige reiterated her support for short-term rentals as an income opportunity, while council members acknowledged differing views within the community.

MOTION: A motion was made by Justin Green, seconded by Johnnie Parks
**Move to Approve Item 26-423 preview of Ordinance No. 3905 Amending Chapter 7, an ordinance amending Chapter 7, Atiicle XVII of the Code of Ordinances relating to short-**

**term rentals; providing new and revised definitions; establishing and strengthening operating standards; requiring interior posting, noise monitoring, and security cameras; establishing occupancy and parking limits; requiring advertising disclosures and hosting-platform cooperation; capping licenses per owner in residential districts; providing enforcement, notice, appeals, and penalties; adopting an appendix checklist; providing for codification; repealer; severability; and declaring an effective date**

The motion carried by the following vote:

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

**11. Ordinances**

**A. 26-419** **Consideration, discussion, and possible adoption of Ordinance No. 3907 amending Chapter 21, Streets and Sidewalks, Section 21-12, Allowing construction materials to spill onto public ways, replacing the entire section to address concrete residue/wash water containment, cleanup, and enforcement; severability; declaring an emergency**

Trevor Dennis, City Attorney, presented Item 26-419, explaining that the proposed ordinance would prohibit the discharge or tracking of concrete slurry, wash water, and other construction materials into city streets or stormwater systems. He noted this has become a growing issue with increased construction activity, and the ordinance would give the city enforcement tools to hold violators accountable and protect infrastructure and water systems.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel

**Move to Approve Item 26-419 adoption of Ordinance No. 3907 amending Chapter 21, Streets and Sidewalks, Section 21-12, Allowing construction materials to spill onto public ways, replacing the entire section to address concrete residue/wash water containment, cleanup, and enforcement; severability; declaring an emergency**

The motion carried by the following vote:

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

**B. 26-420** **Consideration, discussion, and possible approval of an emergency clause for Ordinance No.3907**

Trevor Dennis, City Attorney, presented Item 26-420, an emergency clause for Ordinance No. 3907.

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

**Move to Approve Item 26-420, an emergency clause for Ordinance No. 3907**

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**

Mayor Debra Wimpee shared reflections from a recent trip to Washington, D.C., noting travel challenges but highlighting the significance of a Broken Arrow resident becoming Secretary of Homeland Security. She described attending the confirmation hearing and meeting with congressional representatives, observing a sense of transition and activity at the federal level, and concluded that the conference was productive overall.

Vice Mayor Johnnie Parks praised city staff for their exceptional work on the bond election effort, noting that in his decades of service, he has never seen such a high level of coordination and dedication. He highlighted that officials from Tulsa specifically commended Broken Arrow's transparency and outreach, saying it stood out as a model. He credited the city manager's leadership and expressed appreciation to the entire staff for their efforts.

Councilor Pickel added recognition for the Broken Arrow Youth City Council, noting they represented the city well during the trip. She also praised the chaperones for their effort. Mayor Wimpee highlighted Vice Mayor Parks' role in providing a meaningful experience for students at Arlington Cemetery, emphasizing the value of that opportunity.

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

City Manager Michael Spurgeon provided several updates, thanking a resident for her questions and confirming staff will follow up with answers. He announced that the fiscal year 2027 budget process is underway and recognized the finance team for another strong audit result. He also highlighted completed road improvements tied to the amphitheater partnership with Wagoner County, noting positive community feedback. Remaining work includes completing a connecting road near the railroad, which is still in coordination and may not be finished before the amphitheater's opening, requiring temporary alternate access.

At 7:59 p.m. Mayor Wimpee noted there was an Executive Session and called for a recess for BAMA and BAEDA.

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
**Move for a recess for BAMA and BAEDA**
The motion carried by the following vote:
**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

*at approximately 8:15 p.m. a motion to clear the room was made*
MOTION: A motion was made by Lisa Ford, seconded by Justin Green
**Move to clear the room for Executive Session**
The motion carried by the following vote:
**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

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

At 8:21 p.m. City Council entered into Executive Session.

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

**Discussing the sale, purchase, lease, acquisition, or appraisal of real property for the construction and installation of a sanitary sewer line extension located in the general area of New Orleans and 9th Street by the public body, including the possibility of filing a condemnation action to acquire such property under 25 O.S. Section 307(B)(3).**

**In the opinion of the City Attorney, the City Council is advised that the Executive Session is necessary to discuss the sale, purchase, lease, acquisition, or appraisal of the real property. After the conclusion of the confidential portion of executive session, the Council will reconvene in open meeting, and the final decision, if any, will be put to a vote.**

*at approximately 8:43 p.m. Mayor announced return to open session*

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
**Move to find Executive Session was necessary to discuss purchase of real property under 25 O.S. Section 307(B)(3)**
The motion carried by the following vote:
**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
**Move to Authorize the Assistant City Manager to negotiate the purchase of real property located in the area of New Orleans and 9th Street**
The motion carried by the following vote:
**Aye: 5 -** David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

**15. Adjournment**

The meeting was adjourned at 8:45 p.m.

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

_____ _____
Mayor City Clerk

# City of Broken Arrow

## Request for Action

**File #:** 26-456, **Version:** 1

**Broken Arrow City Council**
**Meeting of: 04-07-2026**

**Title:**

**Approval of and authorization to execute Resolution No. 1737, a resolution of the City Council of the City of Broken Arrow to approve participation in settlements with Associated Pharmacies, Inc., JM Smith Corporation, Louisiana Wholesale Drug Company, Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc. and United Natural Foods, Inc. and authorizing the Mayor or City Manager to execute the Remnant Defendants' Combined Subdivision Participation and Release Form contained in the Remnant Defendants' Settlement Agreement as Exhibit G and to take all actions required to effect the settlements**

**Background:**
The City of Broken Arrow filed a lawsuit to address and seek recovery for the harms caused to it and its citizens created and exacerbated by the misconduct and illegal activities of pharmaceutical manufacturers, including by small generic opioid manufacturers. Six opioid manufacturers and/or distributors, Associated Pharmacies, Inc., JM Smith Corporation, Louisiana Wholesale Drug Company, Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc. (collectively "Settling Remnant Defendants"), have agreed to settle the claims of certain subdivisions in the Remnant Defendants Settlement Agreement dated February 23, 2026. The Legal Department recommends approval of and participation in the Settlement Agreement.

**Cost:** $0

**Funding Source:** None

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

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

**Attachments:**
1. Resolution No. 1737
2. Settlement Agreement
3. Exhibit G
4. Exhibit D

**Recommendation:**
Approve and authorize execution of Resolution No. 1737.

**RESOLUTION NO. 1737**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BROKEN ARROW TO APPROVE PARTICIPATION IN SETTLEMENTS WITH ASSOCIATED PHARMACIES, INC., JM SMITH CORPORATION, LOUISIANA WHOLESALE DRUG COMPANY, MORRIS AND DICKSON CO., NORTH CAROLINA MUTUAL WHOLESALE DRUG COMPANY, INC. AND UNITED NATURAL FOODS, INC. AND AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE THE REMNANT DEFENDANTS' COMBINED SUBDIVISION PARTICIPATION AND RELEASE FORM CONTAINED IN THE REMNANT DEFENDANTS' SETTLEMENT AGREEMENT AS EXHIBIT G AND TO TAKE ALL ACTIONS REQUIRED TO EFFECT THE SETTLEMENTS.**

**WHEREAS**, pharmaceutical opioids have harmed the City of Broken Arrow, Oklahoma and its citizens. This harm was created and exacerbated by the misconduct and illegal activities of pharmaceutical manufacturers, including by small generic opioid manufacturers.

**WHEREAS**, City of Broken Arrow, Oklahoma, filed suit to address and seek recovery for the harms cause to it and its citizens.

**WHEREAS**, six opioid manufacturers and/or distributors, Associated Pharmacies, Inc., JM Smith Corporation, Louisiana Wholesale Drug Company, Morris and Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc. (collectively "Settling Remnant Defendants"), have agreed to settle the claims of certain subdivisions in the Remnant Defendants Settlement Agreement dated February 23, 2026.

**THEREFORE**, it was duly moved and seconded that the following resolution be adopted.

**THEREFORE, BE IT RESOLVED** that the City of Broken Arrow, Oklahoma hereby elects to, and approves, its participation in the Remnant Defendant Settlement Agreement, and authorizes its Mayor, City Manager, or other authorized designee, to execute the Remnant Defendants' Combined Subdivision Participation and Release Form contained in the Remnant Defendants' Settlement Agreement as Exhibit G, which participation and release form may be executed in the DocuSign platform.

**THEREFORE, BE IT FURTHER RESOLVED** that the City of Broken Arrow, Oklahoma, further authorizes its Mayor, City Manager and legal counsel to take all actions required by the Remnant Defendants Settlement Agreement to effectuate the Remnant Defendants Settlement Agreement for the benefit of City of Broken Arrow, Oklahoma, including executing any documents required to finalize the participation of City of Broken Arrow in the Remnant Defendants Settlement Agreement.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 7th day of April 2026.

ATTEST:

Mayor

(SEAL) City Clerk

APPROVED:

City Attorney

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF OHIO

EASTERN DIVISION

| | |
|---|---|
| IN RE: NATIONAL PRESCRIPTION OPIATE LITIGATION<br><br>This Document Relates to:<br><br>ALL SUBDIVISION ACTIONS | MDL 2804<br><br>Case No. 1:17-md-2804<br><br>**SETTLEMENT AGREEMENT AMONG PARTICIPATING SUBDIVISIONS AND REMNANT DEFENDANTS** |

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Exhibit F – List of Remnant Defendants' Joint Ventures, Subsidiaries, Affiliates, and Predecessor Entities

Exhibit G – Subdivision Settlement Participation Form

Exhibit H – Agreement on Attorneys' Fees, Costs, and Expenses

This Settlement Agreement, including all exhibits or related agreements attached hereto or referenced herein (collectively, the "*Agreement"*), is dated February 23, 2026, by and between the Remnant Defendants and the Participating Subdivisions (as those terms are defined below). Upon satisfaction of the conditions set forth in Section IV.C. and Section IV.D., this Agreement will be binding on all Participating Subdivisions and Remnant Defendants. This Agreement will then be filed as part of a request for a Consent Judgment with the Court pursuant to the terms set forth in Section IV.E. This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as that term is defined herein), upon and subject to the terms and conditions herein.

## I. Definitions

As used in this Agreement, the following terms have the meanings specified below:

A. "*Action(s)*" means a lawsuit purportedly brought by or on behalf of any Litigating Subdivision against one or more Remnant Defendants coordinated under or parallel to MDL No. 2804, *In re: National Prescription Opiate Litigation*, No. 1:17-md-2804-DAP (N.D. Ohio) (hereinafter "*MDL No. 2804*"), in any court, including but not limited to, the actions listed in **Exhibit A**.

B. "*Agreement*" means this agreement, as set forth above. For the avoidance of doubt, this Agreement is inclusive of all exhibits or related agreements attached hereto or referenced herein.

C. "*Alleged Harms"* means the alleged past, present, and future financial, societal, and public nuisance harms and related expenditures arising out of the alleged misuse and abuse of Products, non-exclusive examples of which are described in the documents listed on **Exhibit B**, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by the Released Entities.

D. "*Allocated Amount*" means the portion of Opioid Remediation Funds that a Subdivision will receive pursuant to the Plan of Allocation if it becomes a Participating Subdivision.

E. "*Attorneys' Fees and Expenses*" means payment to plaintiffs' counsel of attorneys' fees and reimbursable costs and charges (including expert and consulting fees) and includes the common benefit obligations due under the MDL Court's common benefit-related orders. Attorneys' Fees and Expenses shall be paid from the Settlement Funds pursuant to the provisions of Section VI.B.1.c. and Section VIII. of this Agreement.

F. "*Claim(s)*" means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever,

whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

G. "*Claim-Over*" means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

H. "*Compensatory Restitution Amount*" means the aggregate amount paid by the Remnant Defendants hereunder other than amounts paid as attorneys' fees and costs or identified pursuant to Section VII.A.2. as being used to pay attorney's fees, investigation costs or litigation costs. For purposes of Section VI. and Section X.V., each Remnant Defendant's portion of the Compensatory Restitution Amount shall be the portion of the Opioid Remediation Fund equal to the portion of the Pooled Settlement Amount that the Remnant Defendant contributed.

I. "*Consent Judgment*" means the judgment that the Settling Parties will mutually agree to and submit to the MDL Court for entry pursuant to Section IV.E.

J. "*Covered Conduct*" means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever, occurring at any time up to and including the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity, occurring at any time up to and including the Effective Date) arising from or relating to (1) compounding, counseling and documentation relating to any Product or class of Products; (2) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (3) the characteristics, properties, risks, or benefits of any Product; (4) the reporting, disclosure, non-reporting or nondisclosure to federal, state or other regulators of orders placed by

or with any Released Entity; or (5) diversion control programs or suspicious order monitoring.

K. "*Designated Subdivision*" means the Subdivision designated in writing by Plaintiffs' Settlement Counsel to undertake the acts and obligations provided for in Section X.V.

L. "*Effective Date*" means the date that the Consent Judgment entered by the MDL Court pursuant to Section IV.E. becomes a Final Judgment.

M. "*Final Judgment*" means the Consent Judgment when it has become final and non-appealable. The Consent Judgment shall be deemed to be the Final Judgment on (a) the day following the expiration of the deadline for appealing the entry by the MDL Court of the Consent Judgment (or for appealing any ruling on a timely motion for reconsideration of such Consent Judgment, whichever is later), if no such appeal is filed; or (b) if an appeal of the Consent Judgment is filed (i) the date upon which all appellate courts with jurisdiction (including the United States Supreme Court by petition for certiorari) affirm such Consent Judgment, or deny any such appeal or petition for certiorari, such that no further appeal is possible, or (ii) if no appeal is filed from the appellate court decision obtained pursuant to clause (i), the day following the expiration of the deadline for filing a petition for certiorari to the United States Supreme Court. Any appeal or other proceeding pertaining solely to any order adopting or approving a Plan of Allocation and/or to any order issued with respect to an application for Attorneys' Fees and Expenses consistent with this Agreement shall not in any way delay or preclude the Consent Judgment from becoming Final, *provided* that any such appeal or proceeding has no impact on any other aspect of the Settlement or this Agreement.

N. *"Later Litigating Subdivision"* means any Subdivision, regardless of its population, in any state, that first files a lawsuit bringing a Released Claim against a Released Entity after the Preliminary Agreement Date.

O. "*Litigating Subdivision"* means (1) any (a) General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government), School District, or Special District within a State; and (b) any other subdivision or subdivision official or sub-entity of or located within a State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, Nonfunctioning Governmental Units and public institutions);[1] (2) that

[1] "General Purpose Government," "School District," and "Special District" shall correspond to the "five basic types of local governments" recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units. The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts. "Fire District," "Health District," "Hospital District," and "Library District" shall correspond to categories of Special Districts recognized by the U.S. Census Bureau. References to a State's Subdivisions or to a Subdivision "in," "of," or "within" a State include Subdivisions

has brought any lawsuit, including but not limited to lawsuits filed in state court or federal court including those centralized in MDL 2804 or MDL 2996, prior to the Preliminary Agreement Date; in a direct, *parens patriae*, or any other capacity; against any defendant; that alleges or seeks to recover for harms allegedly caused by Covered Conduct. **Exhibit C** is an agreed list of all Litigating Subdivisions. **Exhibit C** will be updated (including with any corrections) periodically, and a final version of **Exhibit C** will be attached hereto as of the Reference Date.

P. "*MDL Court*" means the United States District Court for the Northern District of Ohio Eastern Division, Case No. 1:17-md-2804, Judge Dan Aaron Polster, or his duly-appointed successor.

Q. "*Non-Litigating Subdivision*" means a Subdivision that is not a Litigating Subdivision.

R. "*Non-Participating Subdivision*" means any Subdivision that is not a Participating Subdivision.

S. "*Non-Party Covered Conduct Claim*" means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

T. "*Non-Party Settlement*" means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

U. "*Non-Released Entity*" means an entity that is not a Released Entity.

V. "*Notice*" means the notice advising Subdivisions of their rights with respect to this Settlement Agreement in accordance with Section IV.B.

W. "*Notice and Administrative Costs*" means the reasonable sum of money to be paid out of the Settlement Funds for Notice and related administrative costs, including escrow fees, Taxes, or Tax Expenses. For purposes of calculating a Remnant Defendant's portion of the Settlement Fund or Opioid Remediation Fund under Section VI. and Section X.V., the Notice and Administrative Costs will be deemed to be divided and paid equally by the Remnant Defendants except as provided in Section I.YY. and Section I.AA.

X. "*Notice and Claims Administrator*" means the notice and claims administrator(s) to be selected by Plaintiffs' Settlement Counsel with the consent of the Remnant Defendants.

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located within the State even if they are not formally or legally a sub-entity of the State; *provided*, *however*, that a "Health District" that includes any of the following words or phrases in its name shall not be considered a Subdivision: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.

Y. "*Opioid Remediation*" means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of Products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. **Exhibit D** provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation.[2]

Z. "*Opioid Remediation Fund*" means the component of the Settlement Funds described in Section VI.C.

AA. "*Opioid Remediation Funds*" means the Settlement Funds, less the payments set forth in Section VI.B.1.

BB. "*Participating Subdivision*" means a Subdivision that meets the requirements for becoming a Participating Subdivision under Section IV.C.

CC. "*Participation Report*" means the list of Subdivisions that returned a fully executed Subdivision Settlement Participation Form by the Subdivision Settlement Participation Form Submission Deadline created by the Notice and Claims Administrator.

DD. "*Plaintiffs' Settlement Counsel*" means the MDL 2804 Co-Lead Counsel, Liaison Counsel, and members of the MDL Court-appointed Settlement Negotiating Committee.

EE. "*Plan of Allocation*" means the plan or formula of allocation of the Opioid Remediation Fund set forth in **Exhibit E** that a Subdivision will receive pursuant to Section VI.C. if it becomes a Participating Subdivision. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any amount from the Settlement Fund, regardless of whether such Subdivision is included on **Exhibit E**.

FF. "*Pooled Settlement Amount*" means $97,625,000.00.

GG. "*Preliminary Agreement Date*" means the date this Agreement is fully executed and fully executed copies of this Agreement have been delivered to counsel for all Remnant Defendants and Plaintiffs' Settlement Counsel.

HH. "*Product*" means any chemical substance, whether used for medicinal or nonmedicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; (2) a benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or "cocktail" of

[2] Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. "Product" shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.

II. "*Reference Date*" means the date by which each Remnant Defendant must inform the Plaintiffs' Settlement Counsel of its determination whether the condition in Section IV.D.1. has been satisfied. The Reference Date shall be thirty (30) days after counsel for Remnant Defendants receive the Participation Report, unless it is extended by written agreement of the Remnant Defendants and Plaintiffs' Settlement Counsel.

JJ. "*Related Agreements*" means the related but individual agreements between each Remnant Defendant and Plaintiffs' Settlement Counsel, on behalf of all Participating Subdivisions, setting forth each Remnant Defendant's share of the Pooled Settlement Amount.

KK. "*Released Claims*" means any and all Claims, including Unknown Claims, that directly or indirectly are based on, arise out of, or in any way relate to or concern Covered Conduct occurring prior to the Effective Date. Without limiting the foregoing, Released Claims include any Claims that have been, are, or could be asserted against one or more Released Entities by any Participating Subdivision or Releasor in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) directly or indirectly based on, arising out of, or relating to, in whole or in part, Covered Conduct (whether or not such Releasor has brought such action or proceeding). Released Claims also include all Claims against Released Entities asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such claims relate to Covered Conduct. The Settling Parties intend that this term be interpreted broadly. For the avoidance of doubt, Released Claims do not include Claims of private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe claims brought by a non-party Subdivision that would have been Released Claims if they had been brought by a Releasor against a Released Entity.

LL. "*Released Entities*" means, with respect to Released Claims, the Remnant Defendants and:

1. all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of each Remnant Defendant;

2. all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1);

3. the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, affiliation or employment with, any of the Remnant Defendants or the foregoing entities);

4. all past and present joint ventures (whether direct or indirect) of each Remnant Defendant or its subsidiaries, including in any Remnant Defendant's or its subsidiary's capacity as a participating member in such joint venture;

5. all direct or indirect parents and shareholders of the Remnant Defendants (solely in their capacity as parents or shareholders of the applicable Remnant Defendant with respect to Covered Conduct); and

6. any insurer of any Remnant Defendant or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity and subject to the last sentence of Section IX.B.2.).

An illustrative list of joint ventures, subsidiaries and affiliates and predecessor entities for each Remnant Defendant is set forth in **Exhibit F**. Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clauses and shall not be a Released Entity with respect to its conduct in any other capacity. With respect to joint ventures (including predecessor entities), only entities listed on **Exhibit F** are Released Entities. Current or former Defendants in In re: National Prescription Opiate Litigation, No. 1: 17-md-2804 (N.D. Ohio) ("MDL") or in other pending litigation asserting a Claim for Covered Conduct not identified in **Exhibit F** are not considered Released Entities, provided, however, that any Remnant Defendant entities that fall within clauses (1)-(5) above against whom Released Claims are brought in the MDL on or after the Preliminary Agreement Date shall be considered Released Entities even if not listed on **Exhibit F**. For the avoidance of doubt, any entity acquired, or joint venture entered into, by a Remnant Defendant after the Effective Date is not a Released Entity.

MM. "*Releasors*" means, with respect to Released Claims, (1) each Participating Subdivision and, (2) without limitation and to the maximum extent of the power of each Participating Subdivision to release Claims, (a) the Participating Subdivision's departments, agencies, divisions, boards, commissions, subdivisions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity, whether elected or appointed to serve any of the foregoing, and any agency, person, or other entity claiming by or through any of the foregoing, and (b) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with

respect to a Participating Subdivision, whether or not any of them participate in this Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Participating Subdivision. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form referenced in Section IV.C. providing for a release to the fullest extent of the Participating Subdivision's authority.

NN. "*Remnant Defendants*" means Associated Pharmacies, Inc., American Associated Pharmacies, J M Smith Corporation, Louisiana Wholesale Drug Company, Inc., Morris & Dickson Co., North Carolina Mutual Wholesale Drug Company, Inc., United Natural Foods, Inc. (including without limitation its direct and indirect subsidiaries SuperValu, Inc., Advantage Logistics Southwest, Inc., Advantage Logistics USA West, L.L.C., Advantage Logistics USA East, L.L.C., and UNFI Distribution Company, LLC) collectively, and all their past and present subsidiaries (excluding, in the case of United Natural Foods, Inc., New Albertsons, Inc. (a former subsidiary of SuperValu, Inc.)), divisions, predecessors, successors, and assigns (in each case, whether direct or indirect). Each individually is a "Remnant Defendant." For the avoidance of doubt, nothing in this Agreement releases or is intended to release Albertsons Companies, Inc. or any of its subsidiaries.

OO. "*Settlement*" means the settlement of the Released Claims between the Settling Parties on the terms and conditions set forth in this Agreement.

PP. "*Settlement Fund*" means the interest-bearing account to be established and controlled by the Settlement Fund Administrator as set forth in Section III.

QQ. "*Settlement Funds*" means the Pooled Settlement Amount plus any interest that may accrue on the Pooled Settlement Amount from the date the Remnant Defendants pay the Pooled Settlement Amount in the Settlement Fund or any portion thereof.

RR. "*Settlement Fund Administrator*" means the agent to be selected as set forth in Section III.D.

SS. "*Settlement Participation Form Submission Deadline*" means sixty (60) days after the Preliminary Agreement Date, unless it is extended by written agreement of the Remnant Defendants and Plaintiffs' Settlement Counsel.

TT. "*Settling Parties"* means, collectively, the Participating Subdivisions and Remnant Defendants.

UU. "*State*" means any state of the United States of America including their respective agencies, departments, and instrumentalities.

VV. "*State-Subdivision Agreement*" means an agreement that a State reaches with the Subdivisions in that State regarding the allocation, distribution, and/or use of

funds allocated to its Subdivisions under this Agreement. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify if adopted pursuant to the terms of a national opioid settlement or by statute.

WW. "*Subdivisions*" means (1) all formal and legally recognized sub-entities and sub-entity officials (acting in an official capacity on behalf of a sub-entity) of a State that have a population of 30,000 or more (as recognized in the most recent U.S. Census), (2) all Litigating Subdivisions, and, for the avoidance of doubt, (3) all plaintiffs listed on Exhibit A. For the avoidance of doubt, "Subdivisions" includes sub-entities and sub-entity officials that meet the above criteria, and that provide general governance for a defined area, including a county, parish, city, town, village, or similar entity. Unless otherwise specified, "Subdivisions" includes all functional counties and parishes and other functional levels of sub-entities of a State that provide general governance for a defined area, as well as all Special Districts and historic, non-functioning sub-entities that are also Litigating Subdivisions.

XX. "*Subdivision Settlement Participation Form*" means the document or online form, in the form attached as **Exhibit G** to this Agreement, that Participating Subdivisions must execute and return to the Claims Administrator to participate in the Settlement and receive a payment pursuant to this Agreement and the Plan of Allocation, and which shall (1) make such Participating Subdivisions signatories to this Agreement, (2) include a full and complete release of any and all of such Subdivision's claims, and (3) require the prompt dismissal with prejudice of any Released Claims that have been filed by any such Participating Subdivisions.

YY. "*Taxes*" means taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including, without limitation, any taxes or tax detriments that may be imposed upon the Remnant Defendants, their counsel, or any Released Entity with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes. For purposes of calculating a Remnant Defendant's portion of the Settlement Fund or Opioid Remediation Fund under Section VI. and Section X.V., Taxes will be deemed to be divided and paid by the Remnant Defendants in proportion to the amounts they contributed to the Pooled Settlement Amount.

ZZ. "*Tax Expense*" means all expenses and costs incurred in connection with the operation and implementation of Section III., including, without limitation, expenses of tax attorneys and/or accountants (including the Settlement Fund Administrator) and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in Section III.E. For purposes of calculating a Remnant Defendant's portion of the Settlement Fund or Opioid Remediation Fund under Section VI. and Section X.V., the Tax Expense will be deemed to be divided and paid equally by all Remnant Defendants.

AAA. "*Termination Refund*" means the amount of the Settlement Funds to be returned to a Remnant Defendant that elects to terminate this Agreement pursuant to Section V.C. The Termination Refund shall be the portion of the Settlement Fund equal to the portion of the Pooled Settlement Amount contributed by the Remnant Defendant, plus all interest and/or earnings thereon, less its portion of any Notice and Administrative Costs, including any Taxes or Tax Expenses, that have been paid, incurred, or are due and owing as of the date the notice of termination is given.

BBB. "*Unknown Claims*" means any Released Claim that a Participating Subdivision or Releasor does not know or suspect to exist in their favor at the time of the release of the Released Entities that, if known by them, might have affected their settlement with and release of the Released Entities.

## II. Representations and Warranties

A. **Plaintiffs' Settlement Counsel's Representations and Warranties.** Plaintiffs' Settlement Counsel represents and warrants to the Remnant Defendants as follows:

1. Plaintiffs' Settlement Counsel believes the Settlement is fair, reasonable, adequate, and beneficial to the Subdivisions and that participation in the Settlement would be in their best interests.

2. Because Plaintiffs' Settlement Counsel believes that the Settlement is in the best interests of the Subdivisions, Plaintiffs' Settlement Counsel will use their best reasonable efforts to encourage and assist the Subdivisions to participate in this Settlement.

B. **Participating Subdivisions' Representations and Warranties.** By electing to become a party to this Agreement, each Participating Subdivision represents and warrants to the Remnant Defendants as follows:

1. each Participating Subdivision has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement;

2. each Participating Subdivision is not relying on any statement, representation, omission, inducement, or promise by Remnant Defendants, except those expressly stated in this Agreement;

3. each Participating Subdivision has, with the assistance of its attorneys, investigated the law and facts pertaining to the Released Claims and the Settlement;

4. each Participating Subdivision has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys;

5. each Participating Subdivision has all necessary authority to enter into this Agreement and release all Released Claims on behalf of itself and all other entities that are Releasors by virtue of their relationship or association with it;

6. each Participating Subdivision has authorized the execution and performance of its Participation Agreement, and has authorized the person signing this Agreement on its behalf to do so;

7. upon execution of its respective Participation Agreement, each Participating Subdivision accepts, agrees to, and ratifies the terms of this Agreement; and

8. no portion of any relief under this Agreement to which any of the Participating Subdivisions may be entitled has been assigned, transferred, or conveyed by or for any of the Participating Subdivisions to any other person or entity.

C. **Remnant Defendants' Representations and Warranties.** Remnant Defendants represent and warrant to Participating Subdivisions as follows:

1. each of the Remnant Defendants has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement;

2. none of the Remnant Defendants is relying on any statement, representation, omission, inducement, or promise by Plaintiffs' Settlement Counsel or any Subdivision, except those expressly stated in this Agreement;

3. each of the Remnant Defendants, with the assistance of its attorneys, has investigated the law and facts pertaining to the Released Claims and the Settlement;

4. each of the Remnant Defendants has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys; and

5. each of the Remnant Defendants has all necessary authority to enter into this Agreement, has authorized the execution and performance of this Agreement, and has authorized the person signing this Agreement on its behalf to do so.

## III. Settlement Fund

A. **Settlement Payment.** The Remnant Defendants shall pay into the Settlement Fund the Pooled Settlement Amount in consideration of the covenants, agreements, and releases

set forth in this Agreement. The Pooled Settlement Amount shall be allocated and used only as specified in Section VII.

1. Payments of the Pooled Settlement Amount to the Settlement Fund will be allocated among the Remnant Defendants in accordance with each Remnant Defendant's agreed portion as separately negotiated and agreed to by each Remnant Defendant with Plaintiffs' Settlement Counsel in the Related Agreements. A Remnant Defendant's sole responsibility for payments under this Agreement and any related agreements (including without limitation the Fee Agreement attached hereto as **Exhibit H**) shall be to pay its respective portion of the Pooled Settlement Amount. The obligations of the Remnant Defendants in this Agreement are several and not joint. No Remnant Defendant shall be responsible for any portion of another Remnant Defendant's share.

2. The Remnant Defendants shall pay into the Settlement Fund by wire transfer their respective portion of the Pooled Settlement Amount within forty-five (45) days of the later of (1) receipt of a fully executed copy of this Settlement Agreement, or (2) the Remnant Defendants' receipt of the information and instructions required to effectuate the wire transfer.

3. The Settlement Funds will be held in escrow in the Settlement Fund until the Effective Date. If the Effective Date does not occur as to one or more Remnant Defendants, the Settlement Fund Administrator will return to each Remnant Defendant for which the Effective Date did not occur, its portion of the Pooled Settlement Amount with accrued interest less that Remnant Defendant's portion of (1) any Notice and Administrative Costs incurred, and (2) any Taxes and Tax Expense due or becoming due.

4. Upon the occurrence of the Effective Date, the Pooled Settlement Amount shall not be subject to reduction and no funds may be returned to any Remnant Defendant, except as otherwise provided in this Agreement.

B. **Nature of Payment.** Each of the Remnant Defendants and Participating Subdivisions acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, including but not limited to, the scope of the Released Claims:

1. It has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;

2. (a) The Participating Subdivisions sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Participating Subdivisions; (b) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Participating Subdivisions; and (c) the portion of the Compensatory Restitution Amount received by each Participating Subdivision is no greater than the amount

of the Alleged Harms allegedly suffered by such Participating Subdivision;

3. The payment of the Compensatory Restitution Amount by the Remnant Defendants constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of and/or because of alleged bodily injury) allegedly caused by the Remnant Defendants;

4. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Participating Subdivisions to the same position or condition that they would be in had the Participating Subdivisions not suffered the Alleged Harms; and

5. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to any Participating Subdivision or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount is properly characterized as described in Section III.B., and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, multiple or treble damages, punitive damages, or other punitive assessments.

C. **No Other Payments.** Other than payment under Section III.A. of this Agreement, the Remnant Defendants shall have no obligations to make any further or additional payment of any sort or kind in connection with this Agreement or the Settlement.

D. **The Settlement Fund and Administrator.**

1. Plaintiffs' Settlement Counsel shall arrange for the Settlement Fund to be established at Huntington Bank, with Law Office of Joseph C. Tann, PLLC and Winbridge Partners, LLC serving as the Settlement Fund Administrator subject to an escrow agreement mutually acceptable to Plaintiffs' Settlement Counsel and Remnant Defendants, and such escrow to be administered under the MDL Court's continuing supervision and control. The Settlement Fund Administrator will act as an independent and neutral third party in the performance of its functions including administering and disbursing funds from the Settlement Fund and the Opioid Remediation Fund. To the extent that there is any ambiguity or inconsistency when this Agreement and the escrow agreement are read together, the terms of this Agreement shall control.

2. The Settlement Fund Administrator shall invest the Pooled Settlement Amount deposited pursuant to Section III.A. in U.S. agency or treasury securities or other instruments backed by the full faith and credit of the U.S. government or an agency thereof, or fully insured by the U.S.

government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates; *provided*, *however*, that the Settlement Fund Administrator will not invest in any instruments that a "*qualified settlement fund*," within the meaning of Treas. Reg. § 1.468B-1, *et seq.*, is not permitted to invest in, pursuant to the Treasury regulations, or any modification in Internal Revenue Service ("*IRS*") guidelines, whether set forth in IRS rulings, other IRS pronouncements or otherwise. All risks related to the investment of the Settlement Funds shall be borne by the Settlement Fund, and any losses in the Settlement Fund shall be borne by the Settlement Fund and shall not be recoverable from the Remnant Defendants. The Remnant Defendants shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Settlement Fund Administrator or any transactions executed by the Settlement Fund Administrator related to the investment of the Settlement Funds.

3. The Settlement Fund Administrator shall not, and Plaintiffs' Settlement Counsel shall not instruct the Settlement Fund Administrator to, disburse the Settlement Funds, except as provided in this Agreement or by order of the MDL Court. For the avoidance of doubt, the Settlement Fund Administrator is authorized, and Plaintiffs' Settlement Counsel is authorized to instruct the Settlement Fund Administrator, to execute such transactions as are consistent with the terms of this Agreement or as directed by the MDL Court, including but not limited to execute transactions prior to the Effective Date to enable payment of Notice and Administrative Costs as incurred.

4. All funds held in the Settlement Fund shall be deemed and considered to be *in custodia legis* of the MDL Court, and shall remain subject to the jurisdiction of the MDL Court, until such time as such funds are distributed pursuant to this Agreement and/or further order(s) of the MDL Court.

E. **Taxes.**

1. The Settlement Fund shall be, and shall be treated by the Settling Parties and the Settlement Fund Administrator as being at all times, a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable), and the MDL Court shall have continuing jurisdiction over the Settlement Fund, pursuant to Treas. Reg. § 1.468B-1(c)(1), and over the Settlement Fund Administrator as its administrator. The Settlement Fund Administrator shall not take any action or tax position inconsistent with such treatment. In addition, the Settlement Fund Administrator shall timely make such elections as necessary or advisable and do all things necessary to carry out the provisions of this Section III., and shall, in any

event, make any available "*relation-back election*" (as defined in Treas. Reg. § 1.468B-1(j)(2) (and corresponding or similar elections under state, local, or foreign law, as applicable)), back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Fund Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. The Settling Parties agree to take any other reasonable actions as shall be necessary to ensure that the Settlement Fund qualifies as a qualified settlement fund for federal and state income tax purposes including but not limited to requesting the MDL Court to formally (i) approve the Settlement Fund as a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1, and (ii) confirm its continuing jurisdiction over the Settlement Fund and the Opioid Remediation Fund. Notwithstanding anything in this Agreement to the contrary, the Settlement Fund Administrator shall not on behalf of or in connection with the Settlement Fund request a private letter ruling, technical advice memorandum or any other ruling or guidance from the Internal Revenue Service or any other taxing authority on any matter without consulting with and obtaining the prior written consent of each Remnant Defendant.

2. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B-2(k)(3) (and any corresponding or similar provisions of state, local or foreign law, as applicable), the qualified settlement fund "administrator" shall be the Law Office of Joseph C. Tann, PLLC and Winbridge Partners, LLC. Plaintiffs' Settlement Counsel shall cooperate with and cause the Settlement Fund Administrator to, and the Settlement Fund Administrator shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2 (and any similar provisions of state, local or foreign law, as applicable) by, for example: (i) obtaining employer identification numbers and providing the same in an IRS Form W-9 to the Remnant Defendants; (ii) satisfying any information reporting or withholding requirements imposed with respect to the Settlement Fund, including with respect to any distributions from the Settlement Fund; (iii) timely and properly filing or causing to be filed all informational and other tax returns or filings necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)) and paying any taxes reported thereon; (iv) sending copies of all such tax returns and filings to the Remnant Defendants; and (v) providing instructions for the release of sufficient funds from the Settlement Fund to pay all Taxes owed by the Settlement Fund in accordance with Section III. and Treas. Reg. § 1.468B-2 and any applicable state, local or other tax laws. Such returns, as well as the relation-back election described in Section III.E.1., shall be consistent with the provisions of this Section III.E.2. and in all events shall reflect that all Taxes as defined in Section I.YY. on the income earned by the

Settlement Fund shall be paid out of the Settlement Funds as provided in Section III.E.3. Each Released Entity shall provide to the administrator and the IRS the statement described in Treas. Reg. § 1.468B-3(e)(2) no later than February 15th of the year following each calendar year in which such Released Entity made its transfer to the Settlement Fund. The Released Entities shall have no responsibility or liability for the Settlement Fund's tax returns or other filings.

3. The following shall be paid out of the Settlement Funds: (i) all Taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including, without limitation, any taxes or tax detriments that may be imposed upon the Remnant Defendants, their counsel, or any Released Entity with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a qualified settlement fund for federal or state income tax purposes (collectively, "*Taxes*"), and (ii) all Tax Expenses. In all events, neither the Remnant Defendants nor any other Released Entity nor their counsel shall have any liability or responsibility for any Taxes or Tax Expenses. With funds from the Settlement Fund, the Settlement Fund Administrator shall indemnify and hold harmless the Remnant Defendants and any other Released Entity and their counsel for all Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, all Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall timely be paid by the Settlement Fund Administrator out of the Settlement Funds without prior order from the MDL Court. The Settlement Fund Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)) (and any corresponding or similar provisions of state, local or foreign law, as applicable). Neither the Remnant Defendants nor any Released Entity nor their counsel is responsible therefor, nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Settlement Fund Administrator, each other, their tax attorneys, and their accountants to the extent reasonably necessary to carry out the provisions of this Section III.E.3. and with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

## IV. Implementing the Agreement

A. **Stay.** Following the Preliminary Agreement Date, Plaintiffs' Settlement Counsel and Remnant Defendants shall promptly jointly inform the MDL Court and jointly undertake reasonable best efforts to stay the Actions as to the Remnant Defendants.

B. **Notice to the Subdivisions.** No later than seven (7) calendar days after the Preliminary Agreement Date, the Notice and Claims Administrator shall send individual written Notice of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions. The form and manner of Notice agreed upon by the Parties shall be provided by the Notice and Claims Administrator to the Subdivisions. The notice shall include a Subdivision Settlement Participation Form and shall provide prominent notice of the Subdivision Settlement Participation Form Submission Deadline. Nothing contained herein shall preclude Plaintiffs' Settlement Counsel from providing further notice to or otherwise contacting any Subdivision about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.

C. **Participation by Subdivisions.**

1. A Subdivision may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Notice and Claims Administrator specifying (1) that the Subdivision agrees to the terms of this Agreement, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives from the Opioid Remediation Fund, if any, pursuant to the applicable requirements of Section VII., *provided, however,* that Non-Litigating Subdivisions may only use monies originating from the Opioid Remediation Fund for purposes that qualify as Opioid Remediation, and (4) the Subdivision submits to the jurisdiction of the MDL Court for purposes limited to the MDL Court's role under this Agreement. The required Subdivision Settlement Participation Form is attached as **Exhibit G**.

2. The eligibility of entities that submit Subdivision Settlement Participation Forms to participate in the Settlement as Participating Subdivisions will be subject to confirmation by the Notice and Claims Administrator.

3. Subdivision Settlement Participation Forms shall be deemed valid only for the entity named in the request.

4. Subdivision Settlement Participation Forms shall be deemed timely if received by the Notice and Claims Administrator no later than the Subdivision Settlement Participation Form Submission Deadline, or otherwise as agreed in writing by Plaintiffs' Settlement Counsel and the Remnant Defendants.

5. A Subdivision that has not submitted a Settlement Participation Form, and is thus a Non-Participating Subdivision, shall not directly receive any portion of the Opioid Remediation Funds. The Remnant Defendants reserve all of their legal rights and defenses with respect to Non-Participating Subdivisions.

6. Within ten (10) calendar days of the Subdivision Settlement Participation Form Submission Deadline, as extended by written agreement, the Notice and Claims Administrator shall deliver to Plaintiffs' Settlement Counsel and Remnant Defendants the Participation Report.

7. Within fifteen (15) calendar days of delivering the Participation Report, the Notice and Claims Administrator shall deliver to Remnant Defendants copies of all Subdivision Settlement Participation Forms.

D. **Notice by Remnant Defendants.**

1. After receiving the Participation Report, each Remnant Defendant will individually determine on or before the Reference Date whether there is sufficient Subdivision participation and sufficient resolution or dismissal of the Claims of the Litigating Subdivisions to proceed with this Agreement. The determination shall be in the sole discretion of the Remnant Defendant and may be based on any criteria or factors deemed relevant by the Remnant Defendant.

2. On or before the Reference Date, each Remnant Defendant shall inform Plaintiffs' Settlement Counsel of its determination pursuant to Section IV.D.1. If one or more Remnant Defendants determine to proceed, those Parties will proceed to file the motion for a Consent Judgment and the obligations in the Subdivision Settlement Participation Form will become effective and binding as of the Effective Date. If one or more Remnant Defendants determine not to proceed, those Remnant Defendants shall serve notice of their decision to terminate this Agreement as to them only in accordance with Section V.C.

E. **Entry of Consent Judgment.**

1. Within fourteen (14) days after the Reference Date (or the next business day thereafter), the Settling Parties shall submit an appropriate motion to the MDL Court reporting upon the Settlement as specified herein, including the Participation Report, and jointly requesting that the MDL Court:

   a. enter a final consent judgment dismissing the Actions coordinated under MDL No. 2804 with prejudice as to the Remnant Defendants and, except as provided for in this Agreement, without costs or attorneys' fees;

   b. direct Participating Subdivisions to dismiss the other Actions not coordinated under MDL No. 2804 with prejudice as to the Remnant Defendants and, except as provided for in this Agreement, without costs or attorneys' fees;

c. discharge and release the Released Entities from all Released Claims;

d. permanently bar and enjoin the institution and prosecution by Participating Subdivisions of any other action against the Released Entities in any forum asserting any claims related in any way to the Released Claims;

e. reserve and continue exclusive jurisdiction over the Settlement, including the Settlement Fund, Opioid Remediation Fund, the Settlement Fund Administrator, the Notice and Claims Administrator, and all future proceedings concerning the administration, consummation, and enforcement of this Agreement;

f. determine pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and direct entry of a final judgment as to the Participating Subdivisions and the Remnant Defendants; and

g. confirm such other and further provisions consistent with the terms of this Agreement to which the Settling Parties expressly consent in writing.

2. In connection with the filing of the motion for a Consent Judgment, Plaintiffs' Settlement Counsel will also request that the MDL Court approve the proposed Plan of Allocation, as altered by subsequent agreement, if any, pursuant to Section VII.B.3, and apply the MDL Court's prior common benefit Orders to the Settlement Funds.

3. Participating Subdivisions shall be subject to and bound by the provisions of this Agreement, the releases contained herein, and the Final Judgment.

## V. Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination

### A. Occurrence of Effective Date.

1. Upon the Effective Date, any and all remaining interest or right of the Remnant Defendants that have elected to proceed with the Settlement, in or to the Settlement Funds, if any, shall be absolutely and forever extinguished except as provided by this Agreement, and the Settlement Funds (less any Notice and Administrative Costs, Taxes, Tax Expenses, or Attorneys' Fees and Expenses paid) shall be transferred from the Settlement Fund to the Opioid Remediation Fund, and from the Settlement Fund Administrator to the Notice and Claims Administrator as successor Settlement Fund Administrator, within ten (10) business days of the Notice and Claims Administrator notifying Plaintiffs' Settlement Counsel

it is ready to distribute the Opioid Remediation Funds, which must be after the Effective Date.

2. Upon the Effective Date, the Participating Subdivisions shall dismiss the Actions with prejudice as to the Released Entities, including all Actions listed on **Exhibit A**, as provided for in the Consent Judgment.

B. **Failure of Effective Date to Occur.** In the event that the Effective Date does not occur for any reason as to one or more Remnant Defendants, including for the reasons set forth in Sections IV.C., then this Agreement shall be cancelled and terminated as to those Remnant Defendants for which the Effective Date does not occur only, unless the affected Settling Parties mutually agree in writing to proceed with this Agreement.

C. **Termination**.

1. Prior to the Effective Date, this Agreement may be terminated by a Remnant Defendant as to it (but not as to any other Remnant Defendant) by serving on Plaintiffs' Settlement Counsel and counsel for the other Remnant Defendants a written notice of termination within ten (10) calendar days (or such longer time as may be agreed between Remnant Defendants and Plaintiffs' Settlement Counsel) after any of the following occurrences:

   a. the Remnant Defendant provides written notice of its election not to proceed under Section IV.D.2.;

   b. a Consent Judgment approving this Agreement without modification of any of this Agreement's terms has not been entered by the MDL Court on or before one hundred eighty (180) calendar days after the Preliminary Agreement Date;

   c. this Agreement or the Consent Judgment has been disapproved by the MDL Court (or, in the event of an appeal from or review of a decision of the MDL Court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court); or

   d. the Effective Date does not otherwise occur within one hundred eighty (180) calendar days after the Preliminary Agreement Date.

2. If this Agreement is terminated by one or more Remnant Defendants pursuant to Section V.C.1.:

a. Plaintiffs' Settlement Counsel must notify the Settlement Fund Administrator and/or the Notice and Claims Administrator of those Remnant Defendants' decision to terminate this Agreement within seven (7) days of receiving written notice of such termination and instructions from those Remnant Defendants required to effectuate the wire transfer for the Termination Refund;

b. the Settlement Fund Administrator and/or the Notice and Claims Administrator shall transfer the Termination Refund to those Remnant Defendants within seven (7) days of receiving written notice from Plaintiffs' Settlement Counsel; and

c. upon receipt of the Termination Refund, this Agreement and all of its terms (except Section X.L. and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated, and this Agreement and all orders issued pursuant to this Agreement shall become null and void and of no effect as between the Participating Subdivisions and the terminating Remnant Defendants only. The Participating Subdivisions and those Remnant Defendants shall be returned to the status quo that existed in the Actions immediately prior to their entry into this Settlement Agreement (subject to appropriate extensions of deadlines to enable the Actions to proceed), and the Participating Subdivisions and the terminating Remnant Defendants shall retain all of their respective rights and defenses as of immediately prior to their entry into this Settlement Agreement. The Participating Subdivisions and those Remnant Defendants shall then proceed in all respects as if this Agreement and any related orders had not been executed.

## VI. Notice and Claims Administrator

A. **Selection of Notice and Claims Administrator.** Plaintiffs' Settlement Counsel shall nominate, subject to the consent of the Remnant Defendants, an entity to serve as Notice and Claims Administrator that meets the following requirements:

1. The Notice and Claims Administrator will be bound by an agreement mutually acceptable to Plaintiffs' Settlement Counsel and Remnant Defendants.

2. The Notice and Claims Administrator will act as an independent and neutral third party in the performance of its functions including administering and disbursing funds from the Settlement Fund and the Opioid Remediation Fund.

3. The Notice and Claims Administrator may not be an entity that has acted as counsel for, or otherwise represented, a party in claims relating to Products.

4. The Notice and Claims Administrator shall have the authority to perform all actions consistent with the terms of this Agreement that the Notice and Claims Administrator deems to be reasonably necessary to effectuate the notice. Subject to the Parties' approval, the Notice and Claims Administrator may retain any entity that the Notice and Claims Administrator deems to be reasonably necessary to provide assistance in effectuating Notice to the Participating Subdivisions.

5. The Notice and Claims Administrator's role generally shall include, consistent with the terms of this Agreement, administration of the proposed Settlement, including receiving, preserving, reviewing, analyzing, and approving Participation Forms, including all supporting documentation, as well as distributing and overseeing distribution of the Opioid Remediation Fund according to the Plan of Allocation.

6. Any successor to the initial Notice and Claims Administrator shall be subject to the consent of all Settling Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date.

7. The Notice and Claims Administrator shall have no authority to alter in any way the Settling Parties' or Participating Subdivisions' rights and obligations under this Agreement.

8. The Remnant Defendants and Released Entities shall have no involvement with or responsibility for supervising the Notice and Claims Administrator and are not subject to the authority of the Notice and Claims Administrator.

9. All fees, costs, and expenses incurred in the administration and/or work by the Notice and Claims Administrator, including fees, costs, and expenses of the Notice and Claims Administrator, as well as the costs of distributing the Notice, shall be paid from the Settlement Funds. Remnant Defendants shall have no obligation to pay any such fees, costs, and expenses other than the Pooled Settlement Amount.

B. **Distribution of Settlement Fund.**

1. The Notice and Claims Administrator shall administer the claims submitted by Participating Subdivisions and shall oversee distribution of the Settlement Funds, including distribution of amounts in the Opioid Remediation Fund to Participating Subdivisions pursuant to the Plan of Allocation. Subject to the terms of this Agreement and any order(s) of the

MDL Court, as may be necessary or as circumstances may require, the Settlement Funds shall be applied as follows:

a. to pay Taxes and Tax Expenses on the Settlement Funds (but not on any individual distributions to Participating Subdivisions made pursuant to the Plan of Allocation);

b. to pay Notice and Administrative Costs (including escrow fees and costs);

c. to pay the Attorneys' Fees and Expenses, as set forth in and pursuant to the provisions of Section VII. of this Agreement; and

d. to distribute the balance, which constitutes the "Opioid Remediation Funds," to Participating Subdivisions as allowed by this Agreement and the Plan of Allocation.

2. No amount may be disbursed from the Settlement Fund until the Effective Date, except that: (a) Notice and Administrative Costs (including escrow fees and costs) may be paid from the Settlement Fund as they become due, and (b) Taxes and Tax Expenses on the Settlement Funds may be paid from the Settlement Fund as they become due.

C. **Distribution of Opioid Remediation Fund.** Upon the Effective Date and thereafter, and in accordance with the terms of this Agreement, the Plan of Allocation, and any further order(s) of the MDL Court, the Opioid Remediation Funds shall be distributed to Participating Subdivisions as provided by Section VI.B.1.d.

## VII. Use and Allocation of Opioid Remediation Fund.

### A. Use of Opioid Remediation Funds.

1. It is the intent of the Parties that the payments disbursed from the Opioid Remediation Fund to Participating Subdivisions be for Opioid Remediation as set forth in **Exhibit D**: List of Opioid Remediation Uses, all of which are compensatory and remedial in nature consistent with the restitution characterization under 26 U.S.C. § 162(f)(2)(A). In no event may less than ninety-five percent (95%) of the Opioid Remediation Funds be spent on Opioid Remediation.

2. While disfavored by the Parties, a Participating Subdivision set forth on **Exhibit C** may use monies from the Opioid Remediation Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation. If, at any time, a Participating Subdivision set forth on **Exhibit C** uses any monies from the Opioid Remediation Fund for a purpose that does not qualify as Opioid Remediation, such Participating Subdivision set forth on **Exhibit C** shall identify such amounts and report to the Notice and

Claims Administrator and the Remnant Defendants how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It is the intent of the Parties that the reporting under this Section VII.A.2. shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this Section VII.A.2. as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the Compensatory Restitution Amount for purposes of Section III.B., and (b) Participating Subdivisions not listed on **Exhibit C** may only use monies from the Opioid Remediation Fund for purposes that qualify as Opioid Remediation.

B. **Allocation of Opioid Remediation Fund.** The allocation of the Opioid Remediation Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. The Notice and Claims Administrator will, for each Participating Subdivision, apply the terms of this Agreement and any relevant State-Subdivision Agreement or voluntary redistribution of funds as set out below before disbursing the funds.

1. A State-Subdivision Agreement may govern the operation and use of amounts allocated to the Participating Subdivisions of a particular State so long as the terms do not conflict with Section VII.A. and the funds are held in a segregated account until distributed for their intended purposes.

2. In the absence of an applicable State-Subdivision Agreement, the Opioid Remediation Fund will be used solely for future Opioid Remediation and the Opioid Remediation Funds will be distributed for their intended purposes by the Notice and Claims Administrator to Participating Subdivisions included on **Exhibit E** pursuant to the Plan of Allocation. Section VII.B.3. shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in **Exhibit E**. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any amount from the Opioid Remediation Fund, regardless of whether such Subdivision is included on **Exhibit E**. Also, no State will receive any amount from the Opioid Remediation Fund.

3. Any portion of the Opioid Remediation Fund allocated pursuant to Section VII.B. and the Plan of Allocation to a Subdivision that is a Non-Participating Subdivision will be re-allocated among Participating Subdivisions as later agreed between Plaintiffs' Settlement Counsel and Remnant Defendants. For avoidance of doubt, any amount allocated to a Participating Subdivision under this Section VII.B.3. must be used as provided by Section VII.A.

C. **No Liability for Distribution of Settlement Fund or Opioid Remediation Fund.** Neither the Released Entities nor their counsel shall have any responsibility for, or liability whatsoever with respect to, the distribution of the Settlement Fund or Opioid

Remediation Fund; administering the Plan of Allocation; the Settlement Fund's or Opioid Remediation Fund's qualification as a "qualified settlement fund"; the payment or withholding of Taxes or Tax Expenses; the distribution of Settlement Funds or Opioid Remediation Funds; or any losses incurred in connection with any such matters. The Releasors hereby fully, finally, and forever release, relinquish, and discharge the Released Entities and their counsel from any and all such liability. No entity shall have any claim against Plaintiffs' Settlement Counsel, the Notice and Claims Administrator, or any Released Entity based on the distributions made in accordance with this Agreement, the Plan of Allocation, or further orders of the MDL Court.

D. **Balance Remaining in Settlement Fund or Opioid Remediation Fund.** If there is any balance remaining in the Settlement Fund or Opioid Remediation Fund (whether by reason of tax refunds, uncashed checks, or otherwise), such balance shall be deemed as Opioid Remediation Funds and distributed in accordance with the Plan of Allocation and Section VII., and shall be used and expended solely for the purpose set forth in **Exhibit D**, or further order of the MDL Court (but not to the Remnant Defendants).

## VIII. Attorneys' Fees and Expenses

The Agreement on Attorneys' Fees and Expenses is set forth in **Exhibit H** and incorporated herein by reference. The Released Entities shall have no responsibility for or liability whatsoever with respect to any payment for Attorneys' Fees and Expenses or to any other entity or person that may assert a claim for any attorneys' fee, expense, or costs, except as set forth in the Agreement on Attorneys' Fees and Expenses in **Exhibit H**.

## IX. Releases and Dismissal

A. **No Future Actions Following Release.** As of the Effective Date, the Released Entities are fully, finally, and forever released and discharged from all of the Releasors' Released Claims. Each Releasor hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever, whether on its own behalf, or as part of any putative, purported, or certified class. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims. This Agreement shall be a complete bar to any Released Claim. Other than as set forth herein, this Agreement does not include any provisions for injunctive relief. Participating Subdivisions shall look solely to the Settlement Funds for settlement and satisfaction against the Released Entities of all claims that are released hereunder. The MDL Court shall have continuing and exclusive jurisdiction to enforce the terms and provisions of this Agreement and any and all of its Orders made in connection with Settlement approval, notice, administration, and implementation.

B. **Claim-Over and Non-Party Settlement.**

1. It is the intent of the Parties that:

a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance or other third-party contract), from other parties for their payment obligations under this Agreement;

b. The payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);

c. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and

d. this Agreement meets the Uniform Contribution Among Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to pay other parties.

The provisions of this Section IX.B. are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided that* a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance or other third-party contracts.

3. To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will seek to include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Remnant Defendants in Section IX.B.2. or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.

4. In the event that any Releasor obtains a judgment against a Non-Released Entity that does not contain a prohibition like that described in Section

IX.B.2., or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section IX.B.2., and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity shall be relieved of the prohibition in Section IX.B.2. with respect to that Non-Released Entity and that Releasor and the Remnant Defendants shall take the following actions to ensure that the Released Entities do not pay more with respect to the Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Agreement by the Remnant Defendants:

a. The Remnant Defendants shall notify that Releasor of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or within sixty (60) days of the Effective Date, whichever is later.

b. The Remnant Defendants and that Releasor shall meet and confer concerning the means to hold the Released Entities harmless from the Claim-Over and ensure that the Released Entities are not required to pay more with respect to the Released Claims than the amounts owed by Remnant Defendants under this Agreement.

c. That Releasor and the Remnant Defendants shall take steps sufficient and permissible under applicable law to hold the Released Entities harmless from the Claim-Over and ensure the Released Entities are not required to pay more with respect to the Covered Conduct than the amounts owed by Remnant Defendants under this Agreement. Such steps may include, where permissible:

    (i) The Releasor supporting a motion to dismiss or such other appropriate motion as may be filed by the Released Entities in response to any Claim filed in litigation or arbitration;

    (ii) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

    (iii) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;

    (iv) Return of monies paid by Remnant Defendants to that Releasor under this Agreement to permit satisfaction of a

judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

(v) Payment of monies to Remnant Defendants by that Releasor to ensure they are held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(vi) Credit to the Remnant Defendants under this Agreement to reduce the overall amounts to be paid under this Agreement such that they are held harmless from the Claim-Over; and

(vii) Such other actions as that Releasor and the Remnant Defendants may devise to hold the Released Entities harmless from the Claim-Over.

d. The actions of that Releasor and Remnant Defendants taken pursuant to paragraph (c) must in combination, ensure Remnant Defendants are not required to pay more with respect to Covered Conduct than the amounts owed by Remnant Defendants under this Agreement.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section IX.B.3. shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, distributor, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Each Remnant Defendant shall notify the Participating Subdivisions, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entity assert a Claim-Over arising out of contractual indemnity against it.

C. **Litigation Bar.** The Settling Parties contemplate and agree that this Agreement may be pleaded as a bar to a lawsuit, and an injunction may be obtained, preventing any action from being initiated or maintained in any case sought to be prosecuted on behalf of any Releasors with respect to the Released Claims.

D. **General Release.** The Releasors acknowledge that, by executing this Agreement, and for the consideration received hereunder, it is their intention to release, and they are releasing, all Released Claims, even Unknown Claims. In connection with the releases provided for in this Agreement, each Releasor expressly, knowingly, and voluntarily waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
THAT THE CREDITOR OR RELEASING PARTY DOES NOT

> KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Releasors likewise expressly, knowingly, and voluntarily waive any rights under Section 20-7-11 of the South Dakota Codified Laws, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Releasors acknowledge that they have been advised by Plaintiffs' Settlement Counsel of the contents and effects of California Civil Code § 1542, and hereby expressly waive and release with respect to the Released Claims any and all provisions, rights, and benefits conferred by California Civil Code § 1542 or by any equivalent, similar, or comparable law or principle of law in any jurisdiction, including, but not limited to Section 20-7-11 of the South Dakota Codified Laws. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Releasor hereby expressly waives, and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Releasors' decision to enter into or participate in this Agreement.

E. **Assigned Interest Waiver.** To the extent that any Releasor has any direct or indirect interest in any rights of a third party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against a Remnant Defendant (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, such Releasor waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to such Remnant Defendant.

F. ***Res Judicata*.** Nothing in this Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the Settlement gives rise to under applicable law.

G. **Effectiveness.** The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Funds or any portion thereof, by the enactment of future laws or the reinterpretation of existing law, or by any seizure of the Settlement Funds or any portion thereof.

H. **Cooperation.** The Settling Parties agree to use their best efforts and to cooperate to cause this Agreement and the Consent Judgment to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, the Settling Parties agree that they will not directly or indirectly assist or encourage any challenge to this Agreement or the Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgment. Upon the Effective Date, Plaintiffs' Settlement Counsel will also reasonably cooperate with the Remnant Defendants to secure the prompt dismissal of any and all Released Claims in the Actions and in any later-filed litigation implicated by the releases, covenants not to sue, and/or claim bars set forth herein.

I. **Liens.** Each Participating Subdivision agrees to be responsible for any liens, interests, actions, or claims asserted by any third party, in a derivative manner, for or against the portion of Opioid Remediation Funds allocated to that Participating Subdivision, including, without limitation, any derivative actions or claims asserted by any financial institutions, lenders, insurers, agents, representatives, successors, predecessors, assigns, attorneys, bankruptcy trustees, and any and all other entities that may claim through them in a derivative manner.

J. **Claims Excluded from Release**. Notwithstanding the foregoing, the releases provided herein shall not release claims of governmental entities that do not participate in the Settlement; claims arising solely from conduct by the Remnant Defendants that occurs after the Effective Date; claims against the Remnant Defendants other than the Released Claims; or claims alleging a breach of this Agreement or seeking to enforce this Agreement.

## X. Miscellaneous Provisions

A. **Population of Subdivisions.** The population figures for Subdivisions shall be the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.

B. **No Admission of Liability or Wrongdoing.** The Parties agree to settle the Released Claims and to execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation. The Remnant Defendants do not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgment shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Remnant Defendants.

C. **Voluntary Settlement.** Each Settling Party warrants and represents that it negotiated the terms of this Agreement in good faith, without any degree or duress or compulsion, and after consultation with competent legal counsel. The Settling Parties agree that throughout the course of the litigation of the Action, the Settling Parties and their counsel vigorously prosecuted their claims and/or defenses consistent with the applicable rules of procedure.

D. **Authorization to Enter Settlement Agreement.** The undersigned representatives of Remnant Defendants represent they are fully authorized to enter into and execute this Agreement on behalf of Remnant Defendants. Plaintiffs' Settlement Counsel represent that they

are, pursuant to MDL Court appointment, expressly authorized to take all action required or permitted to be taken pursuant to this Agreement to effectuate its terms and enter into and execute this Agreement and any modifications or amendments to this Agreement, on behalf of the Participating Subdivisions, that they deem appropriate.

E. **Integrated Agreement.** Except for any amendments, alterations, or modifications provided for under Section X.G., this Agreement, including its exhibits and any other attachments, and the Related Agreements, embodies the entire agreement and understanding between and among the Settling Parties relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral, and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter. It is understood by the Settling Parties that, except for the matters expressly represented herein, the facts or law with respect to which this Agreement is entered into may turn out to be other than or different from the facts now known to each party or believed by such party to be true. Each Settling Party therefore expressly assumes the risk of the facts or law turning out to be so different, and agrees that this Agreement shall be in all respects effective and not subject to termination by reason of any such different facts or law.

F. **Exhibits.** The exhibits to this Agreement are as follows all of which are incorporated by reference, *provided that* the descriptions of the exhibits below are for reference only and do not alter any other term of this Agreement:

**Exhibit A – List of Actions.** Lists lawsuits brought in state or federal court by or on behalf of Litigating Subdivisions against Remnant Defendants, coordinated under or parallel to MDL No. 2804.

**Exhibit B – Documents Describing Alleged Harms.** References non-exclusive examples of alleged past, present, and future financial, societal, and public nuisance harms and related expenditures.

**Exhibit C – List of Litigating Subdivisions.** Lists of all Litigating Subdivisions.

**Exhibit D – List of Opioid Remediation Uses.** Provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. It includes core strategies and approved uses for settlement funds, such as naloxone distribution, medication-assisted treatment, prevention programs, and more.

**Exhibit E – Plan of Allocation.** The plan or formula for allocation of the Opioid Remediation Fund among Participating Subdivisions.

**Exhibit F – List of Remnant Defendants' Joint Ventures, Subsidiaries, Affiliates, and Predecessor Entities.** Lists joint ventures, subsidiaries, affiliates, and predecessor entities of the Remnant Defendants.

**Exhibit G – Subdivision Settlement Participation Form.** Form that Participating Subdivisions must execute and return to participate in the settlement and receive payment.

**Exhibit H – Agreement on Attorneys' Fees, Costs, and Expenses.** Details the agreement regarding the allocation and payment of attorneys' fees, costs, and expenses from the settlement funds, including the structure of the Attorney Fee Fund, Common Benefit Fund, and Contingency Fee Fund.

G. **Amendment.** The terms and provisions of this Agreement may not be altered, amended, or modified except in writing signed by all Settling Parties.

H. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature. Counsel for the Settling Parties to this Agreement shall exchange among themselves original or scanned counterparts and a complete, assembled executed counterpart shall be filed with the MDL Court.

I. **Construction.** None of the Settling Parties shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

J. **Each Party to Bear Its Own Costs and Fees.** Except as otherwise provided herein, each Settling Party shall bear its own attorneys' fees and other litigation expenses and costs.

K. **Federal Rule of Evidence 408.** The Settling Parties agree that this Agreement, its terms and the negotiations surrounding this Agreement shall be governed by Federal Rule of Evidence 408 and shall not be admissible or offered or received into evidence in any suit, action, or other proceeding, except as provided in this Agreement, upon the written agreement of the Settling Parties hereto, pursuant to an order of a court of competent jurisdiction, or as shall be necessary to give effect to, or to declare or enforce the rights of the Settling Parties with respect to, any provision of this Agreement.

L. **Use of Agreement as Evidence.** Neither this Agreement nor the Settlement, nor any act performed, statement made, or document executed pursuant to or in furtherance of this Agreement or the Settlement: (a) is, may be deemed to be, or may be used as an admission or evidence of the validity of any Released Claims, any allegation made in any Action, or any wrongdoing or liability of Remnant Defendants; or (b) is, may be deemed to be, or may be used as an admission or evidence of any liability, fault, or omission of the Released Entities in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Neither this Agreement nor the Settlement, nor any act performed, statement made, or document executed pursuant to or in furtherance of this Agreement or the Settlement shall be admissible in any proceeding for any purpose except to enforce the terms of the Settlement, and except that the Released Parties may file this Agreement and/or the Consent Judgment in any

action for any purpose, including, but not limited to, in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim. Notwithstanding anything to the contrary in this Agreement or otherwise, Remnant Defendants may file or use this Agreement and related materials in any action: (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Remnant Defendants; (iii) to support a claim for contribution and/or indemnification; or (iv) to support any argument or defense by a Remnant Defendant that the Pooled Settlement Amount provides a measure of compensation for asserted harms or otherwise satisfies the relief sought.

M. **Preservation of Records.** For five years following the Effective Date, (i) the Notice and Claims Administrator shall be required to keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data submitted in connection with any Participation Form; and (ii) each Participating Subdivision shall keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data supporting its Participation Form.

N. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

O. **Notices.** All notices from or between the Settling Parties shall be in writing. Each such notice shall be given by: (a) email; (b) hand delivery; (c) registered or certified mail, return receipt requested, postage pre-paid; or (d) FedEx or similar overnight courier, to their representatives at the addresses set forth below or such other addresses as Plaintiffs' Settlement Counsel or the Remnant Defendants may designate, from time to time, by giving notice to all Settling Parties in the manner described in this paragraph.

If directed to Plaintiffs' Settlement Counsel, or Participating Subdivisions, address notice to:

Peter H. Weinberger
SPANGENBERG SHIBLEY & LIBER
1001 Lakeside Avenue East, Suite 1700
Cleveland, OH 44114
(216) 696-3232
pweinberger@spanglaw.com

Jayne Conroy
SIMMONS HANLY CONROY
112 Madison Avenue, 7th Floor
New York, NY 10016
(212) 784-6400
jconroy@simmonsfirm.com

Joseph F. Rice
MOTLEY RICE
28 Bridgeside Blvd.
Mt. Pleasant, SC 29464
(843) 216-9000
jrice@motleyrice.com

Paul T. Farrell, Jr., Esq.
FARRELL & FULLER
270 Munoz Rivera Ave., Suite 201
San Juan, PR 00918
(304) 654-8281
paul@farrellfuller.com

If directed to the Remnant Defendants, address notice to:

**United Natural Foods, Inc.**

Kim J. Myrdahl
Deputy General Counsel, Senior Vice President & Chief Compliance Officer
United Natural Foods, Inc.
Legal Department
PO Box 990
Minneapolis, Minnesota 55440
kim.j.myrdahl@unfi.com

*With a copy (which shall not constitute notice) to:*

Joseph M. Vanek
Greg Shinall
Trevor K. Scheetz
Sperling Kenny Nachwalter, LLC
321 N. Clark St., 25th Floor
Chicago, Illinois 60654
jvanek@sperlingkenny.com
shinall@sperlingkenny.com
tscheetz@sperlingkenny.com

**J M Smith Corporation**

Robert M. Barrett
General Counsel
J M Smith Corporation
9098 Fairforest Road
Spartanburg, SC 29301
rbarrett@jmsmith.com

*With a copy (which shall not constitute notice) to:*

John J. Haggerty
Fox Rothschild LLC
Stone Manor Corporate Ctr.
2800 Kelly Road, Suite 200
Warrington, PA 18975
jhaggerty@foxrothschild.com

**Louisiana Wholesale Drug Company, Inc.**

Chad Gielen
President
Louisiana Wholesale Drug Co., Inc.
2085 I-49 S. Service Rd.
Sunset, LA 70584

*With a copy (which shall not constitute notice) to:*

Neil G. Vincent
Allen & Gooch, ALC
2000 Kaliste Saloom Road, Ste. 400
Lafayette, Louisiana 70508
neilvincent@allengooch.com

**Morris & Dickson Co., L.L.C.**

Jim Walden
Walden Macht Haran & Williams LLP
250 Vesey Street, 27th Floor
New York, NY 10281
jwalden@wmhwlaw.com

Russell Dickson
General Counsel
Morris & Dickson Co., L.L.C.
PO Box 51367
Shreveport, LA 71135
rdickson@morrisdickson.com

**North Carolina Mutual Wholesale Drug Company, Inc.**

Clint Syvinski, Co-CEO
Katie Zechman, Co-CEO
North Carolina Mutual Wholesale Drug Co.

816 Ellis Rd.
Durham, NC 27703
csyvinski@mutualdrug.com
kzechman@mutualdrug.com

*With a copy (which shall not constitute notice) to:*

Chris Graebe
Morningstar Law Group
434 Fayetteville St., Suite 2200
Raleigh, NC 27601
cgraebe@morningstarlawgroup.com

**Associated Pharmacies, Inc.; American Associated Pharmacies**

Clint King
President
Associated Pharmacies, Inc.
211 Lonnie E. Crawford Blvd.
Scottsboro, AL 35769
clint@apirx.com

*With a copy (which shall not constitute notice) to:*

Carl S. Burkhalter
S. Reeves Jordan
Maynard Nexsen P.C.
1901 Sixth Ave. N., Suite 1700
Birmingham, AL 35203
cburkhalter@maynardnexsen.com
rejordan@maynardnexsen.com

Any Settling Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Section X.O.

P. **Consent to Jurisdiction.** The Remnant Defendants, the Plaintiffs' Settlement Counsel, and Participating Subdivisions (including all Releasors) hereby irrevocably submit to the exclusive jurisdiction of the MDL Court only for the specific purpose of any suit, action, proceeding, or dispute arising out of or relating to the enforcement of this Agreement or the applicability of this Agreement. Solely for purposes of such suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable law, the Remnant Defendants, the Plaintiffs' Settlement Counsel, and the Participating Subdivisions and the Participating Subdivisions' Counsel irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the MDL Court or that the MDL Court is in any way an improper venue or an inconvenient forum. Nothing herein shall be construed as a submission to jurisdiction for any purpose other than any

suit, action, proceeding, or dispute arising out of or relating to enforcement of this Agreement or the applicability of this Agreement. For the avoidance of doubt, nothing herein shall be construed as a submission to jurisdiction in any action involving a determination regarding insurance coverage.

Q. **Resolution of Disputes; Retention of Exclusive Jurisdiction.** Any disputes between or among the Remnant Defendants and any Participating Subdivision concerning matters contained in this Agreement, including the Plan of Allocation, shall, if they cannot be resolved by negotiation and agreement, be submitted to the MDL Court. The MDL Court shall retain exclusive jurisdiction over the implementation and enforcement of the Settlement.

R. **Choice of Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the applicable provisions of the Federal Rules of Civil Procedure and Evidence, and the internal, substantive laws of the State of Ohio without giving effect to that State's choice of law principles.

S. **No Waiver.** No delay or omission by any Settling Party in exercising any rights under this Agreement will operate as a waiver of that or any other right. The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

T. **Preservation of Privilege**. Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party and Participating Subdivision agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

U. **Duty Not to Encourage Non-Participation.** Plaintiffs' Settlement Counsel agrees not to in any way encourage, promote, or solicit any Subdivision, or their counsel, to decline to participate in this Settlement, or seek any relief inconsistent with this Settlement.

V. **Tax Cooperation and Reporting.**

1. Upon request by any Remnant Defendant, the Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for the Remnant Defendant to establish the statements set forth in Section III.B. to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.

2. Without limiting the generality of Section X.V.1., each Participating Subdivision shall cooperate in good faith with any Remnant Defendant with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement. The Settling Parties agree to cooperate in good faith to provide documentation and perform such further acts, reporting, or allocation to achieve maximum deductibility under the terms of this Agreement.

3. The Designated Subdivision, as defined in Section I.K., on behalf of all Participating Subdivisions, shall designate one of its officers or employees to act as the "appropriate official" within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the "*Appropriate Official*"). The Designated Subdivision shall direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Settling Parties, an IRS Form 1098-F with respect to each of the Remnant Defendants and (ii) any legally required returns or amended returns with any applicable governmental authority, or any returns requested by the respective Remnant Defendant, and (b) provides to each of the Remnant Defendants a copy of (i) the IRS Form 1098-F filed with respect to such Remnant Defendant and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such form, return, or statement shall be prepared and filed in a manner fully consistent with Section III.B.

4. The Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to Section X.V.3., and any similar document, shall be prepared and filed in a manner consistent with reporting each Remnant Defendant's portion of the Pooled Settlement Amount as the "Total amount to be paid" pursuant to this Agreement in Box 1 of IRS Form 1098-F and each Remnant Defendant's portion of the Compensatory Restitution Amount as "Restitution/remediation amount" in Box 2 of IRS Form 1098-F. If the Designated Subdivision or Appropriate Official shall be required to file any return, amended return, or written statement contemplated by this Section X.V. other than an IRS Form 1098-F, the Designated Subdivision shall direct and ensure that the Appropriate Official provides to each Remnant Defendant a draft of such return, amended return, or written statement in respect of such Remnant Defendant no later than sixty (60) calendar days prior to the due date thereof and shall accept and reflect any reasonable comments of such Remnant Defendant on the return, amended return, or written statement in respect of such Remnant Defendant.

5. For the avoidance of doubt, neither the Remnant Defendants nor the Participating Subdivisions make any warranty or representation to any Participating Subdivision or Releasor as to the tax consequences of any aspect of the Settlement or this Agreement.

W. **No Third-Party Beneficiaries**. Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Released Entity. No Participating Subdivision may assign or otherwise convey any right to enforce any provision of this Agreement.

X. **Confidentiality.** The terms of this Agreement shall remain confidential until Subdivision Settlement Participation Forms are submitted to Subdivisions pursuant to the terms of this Agreement, or the proposed order to establish qualified settlement funds is submitted to the MDL Court, whichever occurs first; *provided that*, prior to then the Settling Parties may disclose the terms of this Settlement to accountants, lenders, auditors, legal counsel, tax advisors, insurers, or consultants; or as part of any security or other disclosure required by law (as determined by a Settling Party and its counsel); or in response to a request by any governmental, judicial, or regulatory authority or otherwise required by applicable law or court order; and Participating Subdivisions may disclose the terms of the Settlement to any entity that has applied to serve as Notice and Claims Administrator, or Settlement Fund Administrator, who shall abide by the terms of this paragraph. Any formal press release by a Settling Party regarding this Settlement prior to entry of the Final Judgment shall be shared in advance with the other Settling Party, with a reasonable opportunity for comments and suggested changes.

***

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**PLAINTIFFS' SETTLEMENT COUNSEL**

Date: _____

By:_____

Printed Name: _____

Title:_____

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**MORRIS & DICKSON CO., L.L.C.**

Date: _____

By:_____

Printed Name: _____

Title:_____

[Signature Page to Settlement Agreement]

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**UNITED NATURAL FOODS, INC.**

Date: _____

By:_____

Printed Name: _____

Title:_____

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**LOUISIANA WHOLESALE DRUG COMPANY, INC.**

Date: _____

By:_____

Printed Name: _____

Title:_____

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**J M SMITH CORPORATION**

Date: _____

By:_____

Printed Name: _____

Title:_____

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**ASSOCIATED PHARMACIES, INC.**

Date: _____ By:_____

Printed Name: _____

Title:_____

**AMERICAN ASSOCIATED PHARMACIES**

Date: _____ By:_____

Printed Name: _____

Title:_____

**IN WITNESS WHEREOF**, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

**NORTH CAROLINA MUTUAL WHOLESALE DRUG COMPANY, INC.**

Date: _____

By:_____

Printed Name: _____

Title:_____

[Signature Page to Settlement Agreement]

# EXHIBIT G

## Six (6) Remnant Defendants' Combined Subdivision Participation and Release Form ("Combined Participation Form")

| Governmental Entity: | State: |
|---|---|
| Authorized Official: | |
| Address 1: | |
| Address 2: | |
| City, State, Zip: | |
| Phone: | |
| Email: | |

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants' Settlement Agreement ("RDSA"), dated February 23, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).

2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.

3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at *https://nationalopioidsettlement.com/additional-settlements/*.

4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.

6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.

7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.

8. The Governmental Entity has the right to enforce the RDSA as provided therein.

9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.

11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

# EXHIBIT D

## List of Opioid Remediation Uses

### Schedule A

### Core Strategies

Participating Subdivisions shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("*Core Strategies*").

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand[3] training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT ("MAT") DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication and with other support services.

C. PREGNANT & POSTPARTUM WOMEN

[3] As used in this Exhibit D, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co- occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME ("NAS")

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant- need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;

4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre- arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

I. EVIDENCE-BASED DATA COLLECTION AND RESEARCH ANALYZING THE EFFECTIVENESS OF THE ABATEMENT STRATEGIES WITHIN THE STATE

**Schedule B**

**Approved Uses**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder ("OUD") and any co-occurring Substance Use Disorder or Mental Health ("SUD/MH") conditions through evidence-based or evidence- informed programs or strategies that may include, but are not limited to, those that:[4]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment ("MAT") approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine ("ASAM") continuum of care for OUD and any co-occurring SUD/MH conditions.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs ("OTPs") to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

[4] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 ("DATA 2000") to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

13. Disseminate web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co- occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved mediation with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co- occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co- occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

    1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative ("PAARI");

    2. Active outreach strategies such as the Drug Abuse Response Team ("DART") model;

    3. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion ("LEAD") model;

5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co- occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co- occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions ("CTI"), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal justice- involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome ("NAS"), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women-or women who could become pregnant-who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.

6. Provide child and family supports for parenting women with OUD and any co- occurring SUD/MH conditions.

7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.

10. Provide support for Children's Services-Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## PART TWO: PREVENTION

### F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:

    1. Increase the number of prescribers using PDMPs;

    2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

    3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience

OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Funding community anti-drug coalitions that engage in drug prevention efforts.

6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction-including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration ("SAMHSA").

7. Engaging non-profits and faith-based communities as systems to support prevention.

8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities providing free naloxone to anyone in the community.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Supporting screening for fentanyl in routine clinical toxicology testing.

## PART THREE: OTHER STRATEGIES

### I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

### J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co- occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring ("ADAM") system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

# City of Broken Arrow

## Request for Action

**File #:** 26-466, **Version:** 1

**Broken Arrow City Council**
**Meeting of: 04-07-2026**

**Title:**
Approval of and authorization to execute Agreement for Professional Consulting Services with Cross Timbers Consulting for bridge design improvement plans along Broken Arrow Creek in the Arrowwood Estates II Subdivision (SW26160)

**Background:**
This is a named project from the 2018 General Obligation Bond, Proposition 5. The project is to provide drainage improvements in the vicinity of Arrowwood Estates, near 114th Street South and 23rd Street.

Engineering and Construction staff negotiated a contract with Cross Timbers Consulting, LLC to provide design services for bridge improvements near 114th Street South and S. 199th East Avenue. The scope and fee negotiation have resulted in the attached agreement.

**Cost:** $107,600.00

**Funding Source:** 2018 General Obligation Bond

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

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

**Attachments:** 20260330-114thStBridgeAEAgreement.Legalsigned-SW26160

**Recommendation:**
Approve and authorize execution of Agreement for Professional Consultant Services with Cross Timbers Consulting for the bridge design improvement plans along Broken Arrow Creek in the Arrowwood Estates II Subdivision (SW26160)

**AGREEMENT SUMMARY**
**CITY OF BROKEN ARROW**
**114TH STREET S. BRIDGE REPLACEMENT**
**PROFESSIONAL CONSULTANT AGREEMENT**
**PROJECT NO. SW26160**

**1.0 Professional Consulting Firm:**

1.1 Name: Cross Timbers Consulting, LLC

1.2 Telephone No.: 405.222.8280

1.3 Address: P.O. Box 67
Alex, OK 73002

**2.0 Project Name/Location:** Arrowwood Estates II – 114th Street S. Bridge Improvements

**3.0 Statement of Purpose:** CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for the construction of bridge improvements over Broken Arrow Creek in the Arrowwood Estates II subdivision located at S. 114th St. S and S. 199th E. Ave. in Broken Arrow. These documents shall include, but not be limited to, the following: H&H Modeling; Geotechnical Report; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; any easements required for the project construction specifications; general conditions, and special conditions.

**4.0 Agreement Summary:**

| | | | |
|---|---|---|---|
| 4.1 | Agreement Amount: | Conceptual Phase Fees | $ 52,000.00 |
| | | Preliminary Phase Fees | $ 38,000.00 |
| | | Final Phase Fees | $ 14,000.00 |
| | | Bid Phase Fees | $ 2,000.00 |
| | | Closeout Phase | $ 1,600.00 |
| | **TOTAL AGREEMENT AMOUNT** | | $ 107,600.00 |

4.2 Agreement Time: 239 calendar days

4.3 Estimated Construction Cost: $ TBD

**5.0 Agreement Approved by the Owner on:** _____ 2026

**AGREEMENT**
**FOR**
**PROFESSIONAL CONSULTANT SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**CROSS TIMBERS CONSULTING**
**FOR**
**114TH STREET S. BRIDGE REPLACEMENT**
**PROJECT SW26160**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Cross Timbers Consulting, (CONSULTANT);

**W I T N E S S E T H:**

WHEREAS, OWNER intends to provide design improvements at the crossing over Broken Arrow Creek in the Arrowwood Estates II Subdivision located at E. 114th St. S. and S. 199th E. Ave. (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**
This AGREEMENT shall be effective upon signature of both parties.

**ARTICLE 2 - GOVERNING LAW**
This AGREEMENT shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

**ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT**
CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents. OWNER and CONSULTANT agree that the services to be performed under this AGREEMENT by the CONSULTANT shall be as an independent contractor.

**ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS**
CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

**ARTICLE 5 - COMPENSATION**
OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

**ARTICLE 6 - OWNER'S RESPONSIBILITIES**
OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

**ARTICLE 7 - STANDARD OF CARE**

CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

**ARTICLE 8 - LIABILITY**

8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

**ARTICLE 9 - INSURANCE**

During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

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

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

**ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction

unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

**ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS**
CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

**ARTICLE 12 - OPINIONS OF COST AND SCHEDULE**
Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

**ARTICLE 13 - REUSE OF DOCUMENTS**
All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

**ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**
Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

**ARTICLE 15 - TERMINATION**
This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

**ARTICLE 16 - DELAY IN PERFORMANCE**
Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

**ARTICLE 17 - WAIVER**
A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**ARTICLE 18 - SEVERABILITY**
The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

**ARTICLE 19 - INTEGRATION**
This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

**ARTICLE 20 - SUCCESSORS AND ASSIGNS**
To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

**ARTICLE 21 - ASSIGNMENT**
Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

**ARTICLE 22 - THIRD PARTY RIGHTS**
Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

**ARTICLE 23 - COMPLETION**
CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

**ARTICLE 24 - IMMIGRATION COMPLIANCE**

24.1 Consultant shall demonstrate that they:

24.1.1 Have 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

24.1.2 Have 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 Consultants employees; and

24.1.3 Have 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

24.1.4 Have required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant 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.

24.2 CONSULTANT will indemnify, defend and hold harmless OWNER 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, CONSULTANT'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 CONSULTANT as set forth more fully in Paragraph 24.1 above.

**ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION**

CONSULTANT certifies, pursuant to 21 O.S. § 1289.31, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not so discriminate during the term of this AGREEMENT. This clause applies only if CONSULTANT is a company with at least ten (10) full-time employees and the AGREEMENT value is at least $100,000 paid in whole or in part from City funds.

**ARTICLE 26 - COMMUNICATIONS**

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER: City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012
Contact: Mr. Charlie Bright, P.E.
Director of Engineering and Construction

CONSULTANT: Cross Timbers Consulting
P.O. Box 67, Alex, OK 73002
405.222.8280

Contact Name: Rachael Cooper, P.E., CFM
Managing Director

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

**ARTICLE 27 – ELECTRONIC SIGNATURES**

The OWNER and CONSULTANT agree this transaction may be completed by electronic means and an electronic signature on this AGREEMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because it is in electronic form. If CONSULTANT signs this AGREEMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

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 CONSULTANT 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

By: _____
Michael L. Spurgeon, City Manager

Date: _____

**CONSULTANT:**
Cross Timbers Consulting

By: Thomas Edwards
Thomas Edwards, President

Date: 3/18/26

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: Carla J Edwards
Carla Edwards
Director of Finance, Operations, and Business Development

Date: 03-18-2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

**VERIFICATION**

State of Oklahoma )
) §
County of McClain )

Before me, a Notary Public, on this 18th day of March, 2026, personally appeared Thomas Edwards, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Cross Timbers Consulting, 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:
8/23/28

Megan Hightower
Notary Public

MEGAN HIGHTOWER NOTARY # 24010710 EXP. 08/23/28 PUBLIC STATE OF OKLAHOMA

**ATTACHMENT A**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**CROSS TIMBERS CONSULTING**
**FOR**
**114TH STREET S. BRIDGE REPLACEMENT**
**PROJECT SW26160**

## SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the _____ day of _____, 2026.

## 1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for the construction of bridge improvements over Broken Arrow Creek in the Arrowwood Estates II subdivision located at S. 114th St. S and S. 199th E. Ave. in Broken Arrow. These documents shall include, but not be limited to, the following: H&H Modeling; Geotechnical Report; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; any easements required for the project construction specifications; general conditions, and special conditions.

1.2 The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

## 2.0 PROJECT SCOPE

2.1 CONSULTANT shall perform H&H modeling, geotechnical report, survey services, and prepare construction and bid plans necessary to construct the bridge improvements S. 114th St.

2.2 CONSULTANT shall provide temporary and/or permanent easement documents if needed. The OWNER will be responsible for all filing and associated fees.

2.3 OWNER shall provide existing H&H reports, plans, Master Drainage plans, models, and any other pertinent data for this project.

2.4 CONSULTANT shall provide consulting services as follows:
Survey Services
Geotechnical Report
H&H Modeling
30% Conceptual Plans
60% Preliminary Plans
95% Final Plans
100% Construction Plans/Bid Plans
Easement Documents
Project Bidding Assistance
Record Drawings

2.5. Neither OWNER or CONSULTANT will perform utility potholing. Any impacts to existing utility facilities within the right-of-way will be the responsibility of the OWNER.

## 3.0 SCOPE OF SERVICES

3.1 ADMINISTRATIVE/MANAGERIAL DUTIES: CONSULTANT shall be responsible to perform the following tasks throughout the course of the PROJECT:

3.1.1 Document all meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days.
3.1.2 Meet with the Owner in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as preferred alignment as well as project schedule and milestone dates.
3.1.3 Provide Owner with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.
3.1.4 Meet with the Owner to discuss review comments on each phase of the project, and incorporate appropriate comments into following phase.

3.2 CONCEPTUAL DESIGN PHASE (30%): Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.2.1 Survey of the project area to include; full topographic survey, survey control and benchmarks, locating above ground improvements and utilities; locating below ground utilities based upon OKIE locates and information provided for utilities and site surveying.
3.2.2 H&H Modeling for bridge improvements
3.2.3 Geotechnical Report for project area.
3.2.4 Prepare conceptual drawings for proposed construction.
3.2.5 Prepare a budgetary cost estimate for the proposed improvements.
3.2.6 Submit one (1) PDF copy of the conceptual design for review by the OWNER.

3.3 PRELIMINARY DESIGN PHASE (60%): Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.3.1 Prepare preliminary drawings for proposed construction.
3.3.2 Prepare a budgetary cost estimate for the proposed improvements.
3.3.3 Attend one (1) meeting to review preliminary plans

3.3.4 Submit one (1) PDF copy of the preliminary design for review by the OWNER.

3.4 FINAL DESIGN PHASE (95%): Upon receiving the written Notice to Proceed, CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.4.1 Prepare final drawings for proposed construction.
3.3.2 Prepare construction cost estimate.
3.3.3 Attend one (1) meeting to review final plans.
3.3.7 Submit a PDF copy of final construction plans to the OWNER for distribution and review.

3.5 BID DOCUMENTS (100%)

3.5.1 Incorporate final design review comments and provide a PDF copy of signed and sealed Bid plans.
3.5.2 Provide drawings CAD drawings (AutoCAD 2024 or earlier version)

3.6 BID ASSISTANCE PHASE:

3.6.1 Answer questions from prospective bidders that are forwarded to the A/E from the City.
3.6.2. Assist in the preparation of addenda to be issued by the City.

3.6 CONSTRUCTION SERVICES PHASE: This phase may be negotiated with the CONSULTANT upon the request of the OWNER.

3.7 CLOSEOUT PHASE - RECORD DRAWINGS.

3.7.1 Upon completion of construction, the CONSULTANT will incorporate the contractor's red-line markups of the construction drawings and submit one (1) set of record drawings on electronic media (AutoCAD 2024 or earlier version).

**ATTACHMENT B**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**CROSS TIMBERS CONSULTING**
**FOR**
**114TH STREET S. BRIDGE REPLACEMENT**
**PROJECT SW26160**

## ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the _____ day of _____, 2026.

**1.0 CONCEPTUAL PLANS:** The CONSULTANT shall submit in-full, conceptual (30%) plans, specifications, and cost estimate in accordance with City requirements. Conceptual submittal to include survey, geotechnical report, and H&H modeling and submittal of H&H model.

**2.0 PRELIMINARY PLANS:** The CONSULTANT shall submit in-full, Preliminary (60%) plans, specifications, and cost estimate in accordance with City requirements.

**3.0 FINAL PLANS:** The CONSULTANT shall submit in-full, final (95%) plans, specifications, and cost estimate in accordance with City requirements.

**4.0 BID DOCUMENTS:** The CONSULTANT shall submit in-full, bid plans (100%) plans, specifications, and cost estimate in accordance with City requirements.

**5.0 EASEMENT DOCUMENTS:** The CONSULTANT shall submit in-full, all necessary easement documents needed for the project.

**6.0 CLOSEOUT PHASE - RECORD DRAWINGS:** The CONSULTANT shall submit in-full, record drawings in accordance with City requirements.

**ATTACHMENT C**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**CROSS TIMBERS CONSULTING**
**FOR**
**114TH STREET S. BRIDGE REPLACEMENT**
**PROJECT SW26160**

## COMPENSATION AND ADDITIONAL SERVICES

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

### 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 Conceptual Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $ 52,000.00 for the completion of the Conceptual Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Preliminary Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $ 38,000.00 for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Final Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $ 14,000.00 for the completion of the Final Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.4 BID Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $ 2,000.00 for the completion of the Bid Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.5 Construction Services Phase: The OWNER may negotiate professional services fee with the CONSULTANT at the OWNER'S discretion.

1.6 Project Closeout Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of $ 1,600.00 for preparation of record drawings in electronic media (AutoCAD 2024 or earlier version) and PDF format.

1.7 The OWNER may negotiate other professional services fees with the CONSULTANT at the OWNER'S discretion.

## 2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Appendix 1 include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective as of January 1, 2026 for engineering services.

## 3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

## 4.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

## 5.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

## 6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

**ATTACHMENT D**
**TO**
**AGREEMENT FOR CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**CROSS TIMBERS CONSULTING**
**FOR**
**114TH STREET S. BRIDGE REPLACEMENT**
**PROJECT SW26160**

## OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the _____ day of _____, 2026.

### 1.0 OWNER'S RESPONSIBILITIES

1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;

1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;

1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;

1.4 OWNER shall be responsible for all permit fees and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;

1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and

1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

### 2.0 SPECIAL CONDITIONS

2.1 None

**ATTACHMENT E**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**CROSS TIMBERS CONSULTING**
**FOR**
**114TH STREET S. BRIDGE REPLACEMENT**
**PROJECT SW26160**

## PROJECT SCHEDULE

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

### 1.0 CONCEPTUAL DESIGN PHASE:

1.1 Notice to Proceed: TBD
1.2 Project Survey: 60 Calendar days from NTP
1.3 H&H Modeling: 20 Calendar days from Survey
1.4 Prepare Conceptual (30%) Plans: 30 Calendar days from Survey
1.5 Submit Conceptual (30%) Plans: 45 Calendar days from Survey
1.6 Owner Review: 14 Calendar days from Conceptual (30%) Plan Submittal
1.7 Geotechnical Report: 120 Calendar days from Conceptual (30%) Plan Approval

### 2.0 PRELIMINARY DESIGN PHASE:

2.1 Prepare preliminary plans, specifications, and cost estimate (60%): 30 Calendar days from receiving OWNER 30% review comments.
2.2 Submit Preliminary (60%) plans, cost estimate, and specifications: 45 Calendar days from receiving OWNER 30% review comments
2.3 OWNER 60% Review: 14 Calendar days from 60% Plan Submittal

### 3.0 FINAL DESIGN PHASE:

3.1 Prepare Final (95%) plans, cost estimate, and specifications (90%): 30 Calendar days from receiving OWNER 60% review comments
3.2 Submit Final (95%) plans, cost estimate, and specifications: 45 Calendar days from receiving OWNER 60% review comments
3.3 Owner Final (95%) Review: 14 Calendar days from 95% Plan Submittal

### 4.0 BIDDING PHASE:

4.1 Prepare Bid (100%) signed and sealed plans, specifications, and cost estimate: 10 Calendar days from receiving OWNER 95% review comments
4.2 Submit Bid (100%) plans, cost estimate, and specifications: 10 Calendar days from receiving OWNER 95% review comments

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

# City of Broken Arrow

## Request for Action

**File #:** 26-444, **Version:** 1

**Broken Arrow City Council**
**Meeting of: 04-07-2026**

**Title:**
Approval of and authorization to execute Amendment No. 3 to the Agreement for Professional Consultant Services with Garver, LLC for the 9th Street Widening from New Orleans Street to Washington Street project (Project Number ST23280)

**Background:**
The design agreement that the Engineering & Construction Department negotiated with Garver, LLC for this project includes improvements and widening of 9th Street from New Orleans Street to Washington Street. During the design process it was determined that there were utility conflicts present with an ONG gas line. This amendment to the design will result in revised set of plans to be used in finalizing utility relocation plans. It also includes design updates to the storm sewer system to avoid utilities, adjustment of sidewalk and grading locations to limit the amount of fill over existing gas lines, and removal of drainage systems in part of the project while maintaining positive overland drainage.

**Cost:** $25,750.00

**Funding Source:** 2018 GO Bond

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

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

**Attachments:** Amendment No. 3

**Recommendation:**
Approve and authorize execution of Amendment No. 3 to Agreement for Professional Consulting Services with Garver, LLC for the 9th Street Widening from New Orleans Street to Washington Street (Project Number ST23280).

**AMENDMENT NO. 3**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**GARVER, LLC**

**PROJECT NAME: 9TH STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON STREET**
**PROJECT NO. ST23280**

THIS **AMENDMENT NO. 3**, made and entered into this _____ day of April 2026, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and GARVER, LLC, hereinafter referred to as "ENGINEER";

**WITNESSETH:**

**WHEREAS**, CITY and ENGINEER entered into an Agreement dated October 10, 2023 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires ENGINEER to prepare construction documents for bidding purposes for 9th Street from Washington Street to New Orleans Street to widen the roadway to three lanes, add sidewalk, and a traffic signal replacement at the intersection with New Orleans Street.

**WHEREAS**, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include additional easement documents that were needed to obtain property needed for the project design.

**WHEREAS,** the ORIGINAL AGREEMENT and Amendments No. 1, No. 2, and No. 3 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 ENGINEER to provide design updates to avoid existing utilities where possible. Specifically, sidewalk and ditch location adjustments along the west side of 9th St. to avoid proposed gas and overhead electric relocations are included. Additionally, adjustments to sidewalk, ditch locations, storm sewer

structures, and traffic signal infrastructure will be made at the intersection of 9th St. and New Orleans St. to avoid proposed gas and overhead electric relocations where possible. The adjustments will be reflected on all applicable sheets, but not limited to the following: quantities, typical sections, plan sheets, drainage profiles, erosion control, and cross sections.

**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 October 20, 2023 | $ | 485,250.00 |
| Amendment No. 1 | $ | 13,552.00 |
| Amendment No. 2 | $ | 14,000.00 |
| Amendment No. 3 | $ | 25,750.00 |
| Revised Total Contract Amount | $ | 538,552.00 |

**3. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 3 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: _____

Attest: _____

City Clerk [Seal]

Date: _____

Approved as to form:

D. Graham Parker 3/24/2026

Assistant City Attorney

**CONSULTANT:**

Garver, LLC

By: _____

Michael J. Winterscheidt, Sr. Proj. Manager

Date: 3/23/26

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

Damon D. Domer, Proj. Manager

Date: 3/23/2026

**VERIFICATION**

State of OKLAHOMA )
) §
County of TULSA )

Before me, a Notary Public, on this 23rd day of March, 2026, personally appeared Michael J. Winterscheidt, known to be to be the Project Manager of Garver, LLC, 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:

July 01, 2027

Rita K. Newman

Notary Public

RITA K. NEWMAN
NOTARY PUBLIC
TULSA COUNTY
STATE OF OKLAHOMA
COMMISSION NO. 19006614
EXPIRES 07-01-2027

**ATTACHMENT A**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**GARVER, LLC**
**FOR**
**9TH STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON STREET**
**PROJECT ST23280**

## SCOPE OF SERVICES

### 1.0 AMENDMENT SCOPE

1.1 This Amendment adds design updates to avoid conflicts with the existing and proposed utilities where possible along the project. The updates to the design will result in an updated set of plans showing the revisions and used to finalize utility relocation plans by the utility companies.

1.2 Design updates to the storm sewer system at 9th St. and New Orleans St. to avoid ONG relocations where possible.

1.3 Adjust sidewalk and grading locations to limit removal of fill over existing ONG lines along the west side of 9th St. in the vicinity of STA 115+50-STA 118+50 and STA145+50-STA 155+00.

1.4 Removal of drainage system from STA 111+00 to STA 114+00 and remodeling for positive overland drainage

**ATTACHMENT B**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**GARVER, LLC**
**FOR**
**9TH STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON STREET**
**PROJECT ST23280**

## ORGANIZATION OF SUBMITTAL DOCUMENTS

1.0 90% Construction plans: The CONSULTANT shall provide an updated set of plans with the design revisions shown.

**ATTACHMENT C**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**GARVER,LLC**
**FOR**
**9TH STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON STREET**
**PROJECT ST23280**

## 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 DESIGN UPDATES: The OWNER shall pay the CONSULTANT a lump sum amount of $25,750.00 for the plan updates to eliminate conflicts with existing and proposed utilities where possible. This amount includes all labor, material, overhead and profit associated with the Scope of Services

## Exhibit B

## City of Broken Arrow
## 9th St. Widening, Washington to New Orleans - AMENDMENT NO. 3

## FEE SUMMARY

| | Title I Service | Estimated Fees |
|---|---|---|
| Lump Sum | Final Design | $ 25,750.00 |
| | **Subtotal for Title I Service** | **$ 25,750.00** |

**ATTACHMENT D**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**GARVER, LLC**
**FOR**
**9TH STREET WIDENING FROM NEW ORLEANS STREET TO WASHINGTON STREET**
**PROJECT ST23280**

## PROJECT SCHEDULE

1.0 90% Plans submitted within 30 days of receipt of the fully executed amendment.

# City of Broken Arrow

## Request for Action

**File #:** 26-468, **Version:** 1

**Broken Arrow City Council**
**Meeting of: 04-07-2026**

**Title:**
Approval of and authorization to execute the Agreement for Professional Consultant Services with Kimley-Horn and Associates, Inc. for the 20th Street - Hillside Drive Intersection & Corridor Study (Project Number ST25340)

**Background:**
Due to increased development and traffic in the vicinity of the 20th Street & Hillside Drive intersection, Engineering & Construction Department staff selected a qualified consulting firm, Kimley-Horn and Associates, Inc., to negotiate an Agreement for Professional Consultant Services for providing design services on the 20th Street - Hillside Drive Intersection & Corridor Study.

The agreement includes design services to analyze several intersection improvement alternatives and provide a recommended conceptual plan for the 20th & Hillside intersection. The agreement also includes services to provide traffic analysis and identify possible congestion and connectivity solutions along the Hillside Drive corridor between 9th Street and 23rd Street as well as between Kenosha Street & Hillside Drive on 20th Street.

Upon completion of the conceptual design and corridor study phase, staff will bring a design amendment for completing preparation of final construction documents for the improvements to the 20th & Hillside intersection.

**Cost:** $88,000.00

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

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

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

**Attachments:** Agreement for Professional Consultant Services

**Recommendation:**
Approve and authorize execution of Agreement for Professional Consultant Services with Kimley-Horn and Associates, Inc. for the 20th Street - Hillside Drive Intersection & Corridor Study (Project Number ST25340)

**AGREEMENT SUMMARY**
**CITY OF BROKEN ARROW**
**20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY**
**PROFESSIONAL CONSULTANT AGREEMENT**
**PROJECT NO. ST25340**

**1.0 Professional Consulting Firm:**

| | | |
|---|---|---|
| 1.1 | Name: | Kimley-Horn and Associates, Inc |
| 1.2 | Telephone No.: | 918.209.3191 |
| 1.3 | Address: | 1437 S. Boulder Ave., Suite 930<br>Tulsa, OK 74100 |

**2.0 Project Name/Location:** 20th Street - Hillside Drive Intersection & Corridor Study, Broken Arrow, OK

**3.0 Statement of Purpose:** CONSULTANT understands that the OWNER has retained their professional services to perform a traffic study and design improvements to the N. 20th Street and E. Hillside Drive corridor, Broken Arrow, OK. These services shall include, but not be limited to, the following: perform traffic analysis and conceptual planning including intersection alternatives, evaluation of alternatives and potential footprint, conceptual design for the preferred alternative, high level drainage/utility relocation/stormwater impacts and evaluation, and coordination to develop a conceptual planning report documenting the analysis, findings, and CONSULTANT'S recommendation.

**4.0 Agreement Summary:**

| | | |
|---|---|---|
| 4.1 | Original Agreement Amount: | $ 88,000.00 |
| | **TOTAL AGREEMENT AMOUNT** | $ 88,000.00 |
| 4.2 | Agreement Time: | 91 calendar days |
| 4.3 | Estimated Construction Cost: | TBD |

**5.0 Agreement Approved by the Owner on:** April 7, 2026

**AGREEMENT**
**FOR**
**PROFESSIONAL CONSULTANT SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**KIMLEY-HORN AND ASSOCIATES, INC.**
**FOR**
**20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY**
**PROJECT ST25340**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Kimley-Horn and Associates, Inc., (CONSULTANT);

**W I T N E S S E T H:**

WHEREAS, OWNER intends to perform a traffic study and design improvements to the N. 20th Street and E. Hillside Drive corridor (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**
This AGREEMENT shall be effective upon signature of both parties.

**ARTICLE 2 - GOVERNING LAW**
This AGREEMENT shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

**ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT**
CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents. OWNER and CONSULTANT agree that the services to be performed under this AGREEMENT by the CONSULTANT shall be as an independent contractor.

**ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS**
CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

**ARTICLE 5 - COMPENSATION**
OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

**ARTICLE 6 - OWNER'S RESPONSIBILITIES**
OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

**ARTICLE 7 - STANDARD OF CARE**
CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

**ARTICLE 8 - LIABILITY**
8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

**ARTICLE 9 - INSURANCE**
During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

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

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

**ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**
CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction

of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

**ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS**
CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

**ARTICLE 12 - OPINIONS OF COST AND SCHEDULE**
Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

**ARTICLE 13 - REUSE OF DOCUMENTS**
All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

**ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**
Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

**ARTICLE 15 - TERMINATION**
This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

**ARTICLE 16 - DELAY IN PERFORMANCE**
Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or

authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

**ARTICLE 17 - WAIVER**
A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**ARTICLE 18 - SEVERABILITY**
The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

**ARTICLE 19 - INTEGRATION**
This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

**ARTICLE 20 - SUCCESSORS AND ASSIGNS**
To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

**ARTICLE 21 - ASSIGNMENT**
Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

**ARTICLE 22 - THIRD PARTY RIGHTS**
Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

**ARTICLE 23 - COMPLETION**
CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

**ARTICLE 24 - IMMIGRATION COMPLIANCE**

24.1 Consultant shall demonstrate that they:

24.1.1 Have 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

24.1.2 Have 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 Consultants employees; and

24.1.3 Have 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

24.1.4 Have required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant 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.

24.2 CONSULTANT will indemnify, defend and hold harmless OWNER 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, CONSULTANT'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 CONSULTANT as set forth more fully in Paragraph 24.1 above.

**ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION**

CONSULTANT certifies, pursuant to 21 O.S. § 1289.31, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not so discriminate during the term of this AGREEMENT. This clause applies only if CONSULTANT is a company with at least ten (10) full-time employees and the AGREEMENT value is at least $100,000 paid in whole or in part from City funds.

**ARTICLE 26 - COMMUNICATIONS**

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER: City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012
Contact: Travis Small, P.E., CFM
Transportation Division Manager

CONSULTANT: Kimley-Horn and Associates, Inc.
1437 S. Boulder Ave., Suite 930
Tulsa, OK 74100
918.209.3191

Contact Name: Jeremy Stahle, P.E., CFM
Project Manager, Tulsa Office

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

**ARTICLE 27 – ELECTRONIC SIGNATURES**

The OWNER and CONSULTANT agree this transaction may be completed by electronic means and an electronic signature on this AGREEMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because it is in electronic form. If CONSULTANT signs this AGREEMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

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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 CONSULTANT 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

By: _____
Michael L. Spurgeon, City Manager

Date: _____

**CONSULTANT:**
Kimley-Horn and Associates, Inc.

By: Douglas Arnold
Douglas Arnold, Contract Specialist

Date: 3/30/2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
Curtis Green, City Clerk

Date: _____

Attest: Luke Schmidt
Luke Schmidt, Vice President

Date: 3/31/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

**VERIFICATION**

State of Oklahoma )
) §
County of Oklahoma )

Before me, a Notary Public, on this 31st day of March, 2026, personally appeared Douglas Arnold, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: Contract Specialist ) of Kimley-Horn and Associates, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
08/21/2028

Wendy Mignosa
Notary Public

**ATTACHMENT A**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**KIMLEY-HORN AND ASSOCIATES, INC.**
**FOR**
**20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY**
**PROJECT ST25340**

## SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 7th of April 2026.

## 1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services to prepare a traffic study and conceptual design centered around the N. 20th Street and E. Hillside Drive corridor.

In addition, the CONSULTANT understands that the OWNER has **$ 88,000** budgeted for this PROJECT that includes all professional consultant fees for the planning study. The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

Furthermore, CONSULTANT understands: The intent of this project is to evaluate multiple intersection improvement options. The goal of the project is to determine possible reconstruction options to improve mobility to support the proposed developments in the study area.

The intent of the analysis is to determine a preferred intersection design, develop test fit concepts, determine potential ROW/Utility impacts and opportunities, and develop a conceptual planning report. The conceptual planning report will discuss possible drainage impacts, franchise utility relocation impacts, right-of-way/easement impacts and the findings of the traffic/safety study. This contract may be amended for preliminary and final design.

## 2.0 PROJECT SCOPE

CONSULTANT shall perform traffic analysis and conceptual planning including intersection alternatives, evaluation of alternatives and potential footprint, conceptual design for the preferred alternative, high level drainage/utility relocation/stormwater impacts and evaluation, and coordination to develop a conceptual planning report documenting the analysis, findings, and CONSULTANT'S recommendation.

It is anticipated that the CONSULTANT may provide preliminary design, final design, and construction services by a future authorization as an amendment.

## 3.0 SCOPE OF SERVICES

3.1 DATA COLLECTION AND ANALYSIS PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.1.1 Collect traffic counts and field observations in the vicinity of the intersection:

- 6 hours of turning movement counts at up to seven (7) intersections along the E Hillside Drive and Kenosha Street, vehicle classifications (lights, mediums, and articulated trucks), and pedestrian and/or bicycle counts at the crosswalks. This includes the following intersections:
    - E Hillside Drive at N 9th Street
    - E Hillside Drive at N 10th Street
    - E Hillside Drive at N 20th Street
    - E Hillside Drive at N 23rd Street
    - E Kenosha Street at N 23rd Street
    - E Kenosha Street at N 20th Street
    - E Kenosha Street at Broken Arrow Expressway (Ramp)



3.1.2 Review historical Average Daily Traffic (ADT) via INCOG's website, ODOT historic traffic data, and OWNER provided traffic studies.

3.1.3 Evaluate Capacity Analysis for Planning of Junctions (CAP-X) Spreadsheet Tool for the intersection of E Hillside Drive at N 20th Street.

3.1.4 Evaluate design vehicle and accommodation vehicle to be considered for project with the OWNER

- Use 2018 AASHTO vehicle templates, unless approved by the OWNER otherwise.

- The largest anticipated vehicle shall be approved by the OWNER prior to design. A WB-62 will be considered the typical design vehicle for suburban and urban context, unless truck permit routing or nearby facilities dictate the need for a larger vehicle.

- Use OWNER fire truck template for on-pavement checks.

3.1.5 Collect and review crash records for the subject intersections for the preceding five years using the ODOT's database and any OWNER provided records.

3.1.6 Develop an intersection model and perform intersection analysis using Synchro 12™.

- Develop both existing traffic volumes and forecasted 2036 traffic volumes to determine the traffic demand at the intersection.
- Evaluate up to three (3) intersection alternatives in the developed transportation analysis mode for the intersection of E Hillside Drive at N 20th Street. Evaluation shall include high level review of impacts to: overall footprint and right-of-way, utilities, stormwater, traffic/safety, constructability, etc.
- Evaluate potential intersection capacity improvements at the other intersections.
- Compare delay and Level of Service (LOS) operations between the models and alternatives

3.1.7 Submit one (1) PDF file of the Planning Level Corridor Traffic Study Memo for review by OWNER.

3.2 LAND SURVEY and GEOTECHNICAL SERVICES: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.2.1 Check horizontal and vertical control necessary for the design and construction of the project including the establishment of reference points and benchmarks at each end and at interim points of the project and setting PK nails, at distances no greater than 500 feet between PK nails and at offset locations sufficient as to not be disturbed during construction, throughout the project. Control shall be in accordance with the OWNER'S Engineering Design Criteria.

3.2.2 Review all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.

3.2.3 Research and field-verify (typically S.U.E. level "C"), the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in conflict with the project and include in base survey along with all pertinent utility easements. It is incumbent upon CONSULTANT to determine if further investigation is necessary and advise OWNER of such need.

3.2.4 Review and Evaluate existing right-of-way and easements.

3.2.5 Determine preliminary ROW and easements needs for the proposed improvements.

3.2.6 Submit one (1) drawing on electronic media (latest AutoCAD version preferred by the City) and one (1) PDF file of the final survey review. This document provided to the OWNER will be regarded as the Design Survey.

3.2.7 Geotechnical investigation and testing to include:

- Visual observations of the site
- Coring of the existing pavement in four (4) locations within the reconstruction extents
- Subsurface observations and testing of the existing subgrade soils at the four (4) pavement core locations via the use of a hand auger and Dynamic Cone Penetrometer (DCP) test to depths of 5 feet below existing site grades
- Visual classification and laboratory testing of the soils encountered including one (1) Standard Proctor test and one (1) California Bearing Ratio (CBR) test and an overall assessment of the site.
- Findings of the investigation will be reported in letter format and will include recommendations for earthwork including preparation of pavement subgrades as well as recommended pavement sections.

3.3 CONCEPTUAL DESIGN PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.3.1 Based upon approval of planning level corridor traffic study memo from section 3.1.7 above, develop conceptual plan for the proposed intersection improvement option for 20th & Hillside Drive based on the recommended alternative. Improvements should be limited to within 500' of the intersection. Develop conceptual intersection concepts to estimate the footprint of potential improvements.

3.3.2 Develop up to three (3) conceptual alternative routing plans for additional connectivity for intersection congestion, which may include:

- Extension of N 15th Street, P Princeton Street N, or other parallel route improving connectivity
- E Kenosha Street at Broken Arrow Expressway Terminals
- Other identified alternatives routes as part of the study

3.3.3 Identify estimated right-of-way required to accommodate potential intersection improvements at 20th & Hillside Drive.

3.3.4 Identify conceptual stormwater and utility relocation designs for 20th & Hillside intersection improvements.

3.3.5 Develop conceptual level Opinion of Probable Construction Cost (OPCC) summaries.

3.3.6 Submit one (1) PDF file of the Planning & Conceptual design, and OPCC using a 20% contingency.

3.3.7 Attend up to three (3) meetings with the OWNER/stakeholders to review the Conceptual Design Phase submittal and provide comments. Meetings may include

- OWNER kickoff meeting
- OWNER coordination meeting
- OWNER comment review meeting

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**ATTACHMENT B**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**KIMLEY-HORN AND ASSOCIATES, INC.**
**FOR**
**20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY**
**PROJECT ST25340**

## ORGANIZATION OF SUBMITTAL DOCUMENTS

The following constitutes a list of project deliverables, as required, and shall be part of an amendment to the AGREEMENT dated the 7th of April, 2026.

**1.0 PLANNING AND CONCEPTUAL DESIGN PHASE:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

1.1 Planning Level Corridor Traffic Study Memo;
1.2 Conceptual Intersection Concepts;
1.3 Conceptual Alternative Routing Plans for Additional Connectivity to Intersection Congestion;
1.4 Opinion of Probable Construction Cost;

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**ATTACHMENT C**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**KIMLEY-HORN AND ASSOCIATES, INC.**
**FOR**
**20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY**
**PROJECT ST25340**

## COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated the 7th of April 2026.

## 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 Task 3.1. Data Collection and Analysis Phase

1.1.1 The OWNER shall pay the CONSULTANT a lump sum amount of **$3,500.00** for the completion of the Traffic Count Services. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.1.2 The OWNER shall pay the CONSULTANT a lump sum amount of **$21,000.00** for the Traffic Data Analysis Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Task 3.2. Topographic Land Survey and Geotechnical Services

1.2.1 The OWNER shall pay the CONSULTANT a lump sum amount of **$12,600.00** for the completion of the Land Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2.2 The OWNER shall pay the CONSULTANT a lump sum amount of **$6,600.00** for the completion of the Geotechnical Services. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Task 3.3. Planning and Conceptual Design Phase

1.3.1 The OWNER shall pay the CONSULTANT a lump sum amount of **$44,300.00** for the completion of the Planning And Conceptual Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

## 2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective through June 30, 2026.

| | |
|---|---|
| Analyst | $145 - $230 |
| Professional | $230 - $260 |
| Senior Professional I | $270 - $345 |
| Senior Professional II | $360 - $430 |
| Senior Technical Support | $130 - $310 |
| Support Staff | $95 - $160 |
| Technical Support | $110 - $180 |

## 3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

## 4.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

## 5.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

## 6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

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**ATTACHMENT D**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
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**KIMLEY-HORN AND ASSOCIATES, INC.**
**FOR**
**20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY**
**PROJECT ST25340**

## OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the 7th of April 2026.

## 1.0 OWNER'S RESPONSIBILITIES

1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;

1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;

1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;

1.4 OWNER shall be responsible for all permit fees, including USACOE, DEQ and FEMA fees, and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;

1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and

1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

## 2.0 SPECIAL CONDITIONS

2.1 None

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**ATTACHMENT E**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**KIMLEY-HORN AND ASSOCIATES, INC.**
**FOR**
**20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY**
**PROJECT ST25340**

## PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 7th of April 2026.

### 1.0 PLANNING AND CONCEPTUAL DESIGN PHASE:

1.1 Notice to Proceed:
1.1a Collection of Traffic Data: 14 calendar days
1.1b Collection of Topographic Survey and Geotechnical Services: 28 calendar days
1.2 Preparation of Planning Level Corridor Traffic Study Memo from Receipt of Traffic Counts: 21 calendar days
1.3 Owner Review: 7 calendar days
1.4 Based on the Preferred Alternative Selected, Develop the Conceptual Intersection Concept: 21 calendar days
1.5 Owner Review: 14 calendar days
1.6 Preparation of Final Corridor Traffic Study Memo and Conceptual Intersection Concepts: 14 calendar days
1.7 Total: 91 calendar days

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**AGREEMENT SUMMARY**
**CITY OF BROKEN ARROW**
**20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY**
**PROFESSIONAL CONSULTANT AGREEMENT**
**PROJECT NO. ST25340**

**1.0 Professional Consulting Firm:**

| | | |
|---|---|---|
| 1.1 | Name: | Kimley-Horn and Associates, Inc |
| 1.2 | Telephone No.: | 918.209.3191 |
| 1.3 | Address: | 1437 S. Boulder Ave., Suite 930<br>Tulsa, OK 74100 |

**2.0 Project Name/Location:** 20th Street - Hillside Drive Intersection & Corridor Study, Broken Arrow, OK

**3.0 Statement of Purpose:** CONSULTANT understands that the OWNER has retained their professional services to perform a traffic study and design improvements to the N. 20th Street and E. Hillside Drive corridor, Broken Arrow, OK. These services shall include, but not be limited to, the following: perform traffic analysis and conceptual planning including intersection alternatives, evaluation of alternatives and potential footprint, conceptual design for the preferred alternative, high level drainage/utility relocation/stormwater impacts and evaluation, and coordination to develop a conceptual planning report documenting the analysis, findings, and CONSULTANT'S recommendation.

**4.0 Agreement Summary:**

| | | |
|---|---|---|
| 4.1 | Original Agreement Amount: | $ 88,000.00 |
| | **TOTAL AGREEMENT AMOUNT** | $ 88,000.00 |
| 4.2 | Agreement Time: | 91 calendar days |
| 4.3 | Estimated Construction Cost: | TBD |

**5.0 Agreement Approved by the Owner on:** April 7, 2026

**AGREEMENT**
**FOR**
**PROFESSIONAL CONSULTANT SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**KIMLEY-HORN AND ASSOCIATES, INC.**
**FOR**
**20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY**
**PROJECT ST25340**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Kimley-Horn and Associates, Inc., (CONSULTANT);

**W I T N E S S E T H:**

WHEREAS, OWNER intends to perform a traffic study and design improvements to the N. 20th Street and E. Hillside Drive corridor (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**
This AGREEMENT shall be effective upon signature of both parties.

**ARTICLE 2 - GOVERNING LAW**
This AGREEMENT shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

**ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT**
CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents. OWNER and CONSULTANT agree that the services to be performed under this AGREEMENT by the CONSULTANT shall be as an independent contractor.

**ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS**
CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

**ARTICLE 5 - COMPENSATION**
OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

**ARTICLE 6 - OWNER'S RESPONSIBILITIES**
OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

**ARTICLE 7 - STANDARD OF CARE**
CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

**ARTICLE 8 - LIABILITY**
8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

**ARTICLE 9 - INSURANCE**
During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

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

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

**ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**
CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction

of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

**ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS**
CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

**ARTICLE 12 - OPINIONS OF COST AND SCHEDULE**
Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

**ARTICLE 13 - REUSE OF DOCUMENTS**
All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

**ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**
Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

**ARTICLE 15 - TERMINATION**
This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

**ARTICLE 16 - DELAY IN PERFORMANCE**
Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or

authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

**ARTICLE 17 - WAIVER**
A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**ARTICLE 18 - SEVERABILITY**
The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

**ARTICLE 19 - INTEGRATION**
This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

**ARTICLE 20 - SUCCESSORS AND ASSIGNS**
To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

**ARTICLE 21 - ASSIGNMENT**
Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

**ARTICLE 22 - THIRD PARTY RIGHTS**
Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

**ARTICLE 23 - COMPLETION**
CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

**ARTICLE 24 - IMMIGRATION COMPLIANCE**

24.1 Consultant shall demonstrate that they:

24.1.1 Have 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

24.1.2 Have 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 Consultants employees; and

24.1.3 Have 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

24.1.4 Have required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant 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.

24.2 CONSULTANT will indemnify, defend and hold harmless OWNER 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, CONSULTANT'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 CONSULTANT as set forth more fully in Paragraph 24.1 above.

**ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION**

CONSULTANT certifies, pursuant to 21 O.S. § 1289.31, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not so discriminate during the term of this AGREEMENT. This clause applies only if CONSULTANT is a company with at least ten (10) full-time employees and the AGREEMENT value is at least $100,000 paid in whole or in part from City funds.

**ARTICLE 26 - COMMUNICATIONS**

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER: City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012
Contact: Travis Small, P.E., CFM
Transportation Division Manager

CONSULTANT: Kimley-Horn and Associates, Inc.
1437 S. Boulder Ave., Suite 930
Tulsa, OK 74100
918.209.3191

Contact Name: Jeremy Stahle, P.E., CFM
Project Manager, Tulsa Office

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

**ARTICLE 27 – ELECTRONIC SIGNATURES**

The OWNER and CONSULTANT agree this transaction may be completed by electronic means and an electronic signature on this AGREEMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because it is in electronic form. If CONSULTANT signs this AGREEMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

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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 CONSULTANT 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

By: _____
Michael L. Spurgeon, City Manager

Date: _____

**CONSULTANT:**
Kimley-Horn and Associates, Inc.

By: Douglas Arnold
Douglas Arnold, Contract Specialist

Date: 3/30/2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
Curtis Green, City Clerk

Date: _____

Attest: Luke Schmidt
Luke Schmidt, Vice President

Date: 3/31/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

**VERIFICATION**

State of Oklahoma )
) §
County of Oklahoma )

Before me, a Notary Public, on this 31st day of March, 2026, personally appeared Douglas Arnold, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: Contract Specialist ) of Kimley-Horn and Associates, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
08/21/2028

Wendy Mignosa
Notary Public

**ATTACHMENT A**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**KIMLEY-HORN AND ASSOCIATES, INC.**
**FOR**
**20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY**
**PROJECT ST25340**

## SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 7th of April 2026.

## 1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services to prepare a traffic study and conceptual design centered around the N. 20th Street and E. Hillside Drive corridor.

In addition, the CONSULTANT understands that the OWNER has **$ 88,000** budgeted for this PROJECT that includes all professional consultant fees for the planning study. The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

Furthermore, CONSULTANT understands: The intent of this project is to evaluate multiple intersection improvement options. The goal of the project is to determine possible reconstruction options to improve mobility to support the proposed developments in the study area.

The intent of the analysis is to determine a preferred intersection design, develop test fit concepts, determine potential ROW/Utility impacts and opportunities, and develop a conceptual planning report. The conceptual planning report will discuss possible drainage impacts, franchise utility relocation impacts, right-of-way/easement impacts and the findings of the traffic/safety study. This contract may be amended for preliminary and final design.

## 2.0 PROJECT SCOPE

CONSULTANT shall perform traffic analysis and conceptual planning including intersection alternatives, evaluation of alternatives and potential footprint, conceptual design for the preferred alternative, high level drainage/utility relocation/stormwater impacts and evaluation, and coordination to develop a conceptual planning report documenting the analysis, findings, and CONSULTANT'S recommendation.

It is anticipated that the CONSULTANT may provide preliminary design, final design, and construction services by a future authorization as an amendment.

## 3.0 SCOPE OF SERVICES

3.1 DATA COLLECTION AND ANALYSIS PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.1.1 Collect traffic counts and field observations in the vicinity of the intersection:

- 6 hours of turning movement counts at up to seven (7) intersections along the E Hillside Drive and Kenosha Street, vehicle classifications (lights, mediums, and articulated trucks), and pedestrian and/or bicycle counts at the crosswalks. This includes the following intersections:
    - E Hillside Drive at N 9th Street
    - E Hillside Drive at N 10th Street
    - E Hillside Drive at N 20th Street
    - E Hillside Drive at N 23rd Street
    - E Kenosha Street at N 23rd Street
    - E Kenosha Street at N 20th Street
    - E Kenosha Street at Broken Arrow Expressway (Ramp)



3.1.2 Review historical Average Daily Traffic (ADT) via INCOG's website, ODOT historic traffic data, and OWNER provided traffic studies.

3.1.3 Evaluate Capacity Analysis for Planning of Junctions (CAP-X) Spreadsheet Tool for the intersection of E Hillside Drive at N 20th Street.

3.1.4 Evaluate design vehicle and accommodation vehicle to be considered for project with the OWNER

- Use 2018 AASHTO vehicle templates, unless approved by the OWNER otherwise.

- The largest anticipated vehicle shall be approved by the OWNER prior to design. A WB-62 will be considered the typical design vehicle for suburban and urban context, unless truck permit routing or nearby facilities dictate the need for a larger vehicle.

- Use OWNER fire truck template for on-pavement checks.

3.1.5 Collect and review crash records for the subject intersections for the preceding five years using the ODOT's database and any OWNER provided records.

3.1.6 Develop an intersection model and perform intersection analysis using Synchro 12™.

- Develop both existing traffic volumes and forecasted 2036 traffic volumes to determine the traffic demand at the intersection.
- Evaluate up to three (3) intersection alternatives in the developed transportation analysis mode for the intersection of E Hillside Drive at N 20th Street. Evaluation shall include high level review of impacts to: overall footprint and right-of-way, utilities, stormwater, traffic/safety, constructability, etc.
- Evaluate potential intersection capacity improvements at the other intersections.
- Compare delay and Level of Service (LOS) operations between the models and alternatives

3.1.7 Submit one (1) PDF file of the Planning Level Corridor Traffic Study Memo for review by OWNER.

3.2 LAND SURVEY and GEOTECHNICAL SERVICES: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.2.1 Check horizontal and vertical control necessary for the design and construction of the project including the establishment of reference points and benchmarks at each end and at interim points of the project and setting PK nails, at distances no greater than 500 feet between PK nails and at offset locations sufficient as to not be disturbed during construction, throughout the project. Control shall be in accordance with the OWNER'S Engineering Design Criteria.

3.2.2 Review all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.

3.2.3 Research and field-verify (typically S.U.E. level "C"), the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in conflict with the project and include in base survey along with all pertinent utility easements. It is incumbent upon CONSULTANT to determine if further investigation is necessary and advise OWNER of such need.

3.2.4 Review and Evaluate existing right-of-way and easements.

3.2.5 Determine preliminary ROW and easements needs for the proposed improvements.

3.2.6 Submit one (1) drawing on electronic media (latest AutoCAD version preferred by the City) and one (1) PDF file of the final survey review. This document provided to the OWNER will be regarded as the Design Survey.

3.2.7 Geotechnical investigation and testing to include:

- Visual observations of the site
- Coring of the existing pavement in four (4) locations within the reconstruction extents
- Subsurface observations and testing of the existing subgrade soils at the four (4) pavement core locations via the use of a hand auger and Dynamic Cone Penetrometer (DCP) test to depths of 5 feet below existing site grades
- Visual classification and laboratory testing of the soils encountered including one (1) Standard Proctor test and one (1) California Bearing Ratio (CBR) test and an overall assessment of the site.
- Findings of the investigation will be reported in letter format and will include recommendations for earthwork including preparation of pavement subgrades as well as recommended pavement sections.

3.3 CONCEPTUAL DESIGN PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.3.1 Based upon approval of planning level corridor traffic study memo from section 3.1.7 above, develop conceptual plan for the proposed intersection improvement option for 20th & Hillside Drive based on the recommended alternative. Improvements should be limited to within 500' of the intersection. Develop conceptual intersection concepts to estimate the footprint of potential improvements.

3.3.2 Develop up to three (3) conceptual alternative routing plans for additional connectivity for intersection congestion, which may include:

- Extension of N 15th Street, P Princeton Street N, or other parallel route improving connectivity
- E Kenosha Street at Broken Arrow Expressway Terminals
- Other identified alternatives routes as part of the study

3.3.3 Identify estimated right-of-way required to accommodate potential intersection improvements at 20th & Hillside Drive.

3.3.4 Identify conceptual stormwater and utility relocation designs for 20th & Hillside intersection improvements.

3.3.5 Develop conceptual level Opinion of Probable Construction Cost (OPCC) summaries.

3.3.6 Submit one (1) PDF file of the Planning & Conceptual design, and OPCC using a 20% contingency.

3.3.7 Attend up to three (3) meetings with the OWNER/stakeholders to review the Conceptual Design Phase submittal and provide comments. Meetings may include

- OWNER kickoff meeting
- OWNER coordination meeting
- OWNER comment review meeting

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**ATTACHMENT B**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**KIMLEY-HORN AND ASSOCIATES, INC.**
**FOR**
**20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY**
**PROJECT ST25340**

## ORGANIZATION OF SUBMITTAL DOCUMENTS

The following constitutes a list of project deliverables, as required, and shall be part of an amendment to the AGREEMENT dated the 7th of April, 2026.

**1.0 PLANNING AND CONCEPTUAL DESIGN PHASE:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

1.1 Planning Level Corridor Traffic Study Memo;
1.2 Conceptual Intersection Concepts;
1.3 Conceptual Alternative Routing Plans for Additional Connectivity to Intersection Congestion;
1.4 Opinion of Probable Construction Cost;

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**ATTACHMENT C**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**KIMLEY-HORN AND ASSOCIATES, INC.**
**FOR**
**20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY**
**PROJECT ST25340**

## COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated the 7th of April 2026.

## 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 Task 3.1. Data Collection and Analysis Phase

1.1.1 The OWNER shall pay the CONSULTANT a lump sum amount of **$3,500.00** for the completion of the Traffic Count Services. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.1.2 The OWNER shall pay the CONSULTANT a lump sum amount of **$21,000.00** for the Traffic Data Analysis Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Task 3.2. Topographic Land Survey and Geotechnical Services

1.2.1 The OWNER shall pay the CONSULTANT a lump sum amount of **$12,600.00** for the completion of the Land Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2.2 The OWNER shall pay the CONSULTANT a lump sum amount of **$6,600.00** for the completion of the Geotechnical Services. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Task 3.3. Planning and Conceptual Design Phase

1.3.1 The OWNER shall pay the CONSULTANT a lump sum amount of **$44,300.00** for the completion of the Planning And Conceptual Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

## 2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective through June 30, 2026.

| | |
|---|---|
| Analyst | $145 - $230 |
| Professional | $230 - $260 |
| Senior Professional I | $270 - $345 |
| Senior Professional II | $360 - $430 |
| Senior Technical Support | $130 - $310 |
| Support Staff | $95 - $160 |
| Technical Support | $110 - $180 |

## 3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

## 4.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

## 5.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

## 6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

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**ATTACHMENT D**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**KIMLEY-HORN AND ASSOCIATES, INC.**
**FOR**
**20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY**
**PROJECT ST25340**

## OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the 7th of April 2026.

## 1.0 OWNER'S RESPONSIBILITIES

1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;

1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;

1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;

1.4 OWNER shall be responsible for all permit fees, including USACOE, DEQ and FEMA fees, and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;

1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and

1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

## 2.0 SPECIAL CONDITIONS

2.1 None

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**ATTACHMENT E**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**KIMLEY-HORN AND ASSOCIATES, INC.**
**FOR**
**20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY**
**PROJECT ST25340**

## PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 7th of April 2026.

### 1.0 PLANNING AND CONCEPTUAL DESIGN PHASE:

1.1 Notice to Proceed:
1.1a Collection of Traffic Data: 14 calendar days
1.1b Collection of Topographic Survey and Geotechnical Services: 28 calendar days
1.2 Preparation of Planning Level Corridor Traffic Study Memo from Receipt of Traffic Counts: 21 calendar days
1.3 Owner Review: 7 calendar days
1.4 Based on the Preferred Alternative Selected, Develop the Conceptual Intersection Concept: 21 calendar days
1.5 Owner Review: 14 calendar days
1.6 Preparation of Final Corridor Traffic Study Memo and Conceptual Intersection Concepts: 14 calendar days
1.7 Total: 91 calendar days

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# City of Broken Arrow

## Request for Action

**File #:** 26-465, **Version:** 1

**Broken Arrow City Council**
**Meeting of: 04-07-2026**

**Title:**
Approval of and authorization to execute Amendment 4 to professional Consultant Agreement with Narrate for the design of the Operations Center Administration Building Remodel Project (Project No. 2317210)

**Background:**
The City of Broken Operations Center Administration Building will be remodeled to the existing space for the use of the Utility Department, Streets and Storm Department, and Code Enforcement Team of the Community Development Department. A space study has been performed to determine the best utilization of the space. This project will use the spacy study as a guild to design the offices, work areas, and public facing spaces for all three departments.

City staff negotiated an amendment with the Narrate to prepare the Construction Documents for additional services to replace upper roof wall panels for $4,500.

**Cost:** $4,500.00

**Funding Source:** 2018 GO Bond

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

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

**Attachments:** Professional Consulting Agreement

**Recommendation:**
Approval of and authorization to execute Amendment 4 to professional Consultant Agreement with Narrate for the design of the Operations Center Administration Building Remodel Project (Project No. 2317210)

**AMENDMENT NO. 4**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**SELSER SCHAEFER ARCHITECTS (NARRATE)**
**FOR**
**PROJECT NAME: OPERATIONS CENTER ADMINISTRATION BUILDING**
**PROJECT NO. 2317210**

THIS **AMENDMENT NO. 4**, made and entered into this _____ day of _____ 2026, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Selser Schaefer Architects (Narrate), hereinafter referred to as "ENGINEER";

**WITNESSETH:**

**WHEREAS**, CITY and ENGINEER entered into an Agreement dated December 18, 2024 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires ENGINEER to design and provide Construction Documents and specifications for the replacements of the upper roof wall panels including associated framing, sheathing, weather barrier and metal wall panel system for the Broken Arrow Operations Center Administration Building.

**WHEREAS**, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include designs to separate electrical services for both the Broken Arrow Jail and the Operations Center Administration Building.

**WHEREAS,** the ORIGINAL AGREEMENT and Amendments No. 1 through No. 4 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 ENGINEER to conduct a site visit to observe and document the existing upper wall panels and roofing conditions, design and provide Construction Documents and specifications for the replacements of the upper roof wall panels including associated framing, sheathing, weather barrier and metal wall panel system. Additional Construction Administration associated with supplemental

scope such as submitted review, responding to questions, and site observations tasks.

**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 December 18, 2024 | $ | 243,100.00 |
| Amendment No. 1 | $ | 27,350.00 |
| Amendment No. 2 | $ | 25,300.00 |
| Amendment No. 3 | $ | 7,500.00 |
| Amendment No. 4 | $ | 4,500.00 |
| Revised Total Contract Amount | $ | 307,750.00 |

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 4 is 0 days from Notice to Proceed.

**4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 4 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:**

Selser Schaefer Architects (Narrate)

By: Ha/Sp
Hank Spieker, Partner

Date: 23 March 2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: Britton Howerton
Britton Howerton, Associate

Date: 3-23-26

Approved as to form:

Graham Parker
Assistant City Attorney

**VERIFICATION**

State of Oklahoma )
) §
County of Tulsa )

Before me, a Notary Public, on this 23 day of March, 2026, personally appeared Henry Spieker, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Selser Schaefer Architects (Narrate), 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**
**SELSER SCHAEFER ARCHITECTS (NARRATE)**
**FOR**
**OPERATIONS CENTER ADMINISTRATION BUILDING**
**PROJECT 2317210**

## SCOPE OF SERVICES

### 1.0 AMENDMENT SCOPE

1.1 conduct a site visit to observe and document the existing upper wall panels and roofing conditions.

1.2 Design and provide Construction Documents and specifications for the replacements of the upper roof wall panels including associated framing, sheathing, weather barrier and metal wall panel system.

1.3 Additional Construction Administration associated with supplemental scope such as submitted review, responding to questions, and site observations tasks.

**ATTACHMENT B**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**SELSER SCHAEFER ARCHITECTS (NARRATE)**
**FOR**
**OPERATIONS CENTER ADMINISTRATION BUILDING**
**PROJECT 2317210**

## ORGANIZATION OF SUBMITTAL DOCUMENTS

1.0 Upper Panel and Roofing Conditions Updates: The CONSULTANT shall submit in-full the design, construction documents, and specifications of the updated upper wall panels in PDF and a digital 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**
**SELSER SCHAEFER ARCHITECTS (NARRATE)**
**FOR**
**OPERATIONS CENTER ADMINISTRATION BUILDING**
**PROJECT 2317210**

## 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 Upper Panel and Roofing Conditions Updates: The OWNER shall pay the CONSULTANT a lump sum amount of $4,500.00 for the completion of the Upper Panel Design and Documents. 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**
**SELSER SCHAEFER ARCHITECTS (NARRATE)**
**FOR**
**OPERATIONS CENTER ADMINISTRATION BUILDING**
**PROJECT 2317210**

## PROJECT SCHEDULE

**2.0 Electrical Systems Update**
- 2.1 Notice to Proceed: TBD
- 2.2 Submit documents: 2 weeks

# City of Broken Arrow

## Request for Action

**File #:** 26-457, **Version:** 1

**Broken Arrow City Council**
**Meeting of: April 7, 2026**

**Title:**

**Approval of and authorization to execute a renewal with Remedy Health to provide near-site clinic services for eligible employees effective May 1, 2026**

**Background:**
The City of Broken Arrow has partnered with Remedy Health since 2023 to provide near-site clinic services designed to improve employee access to healthcare, enhance preventive care, and support long-term cost containment within the City's health plan. The proposed agreement reflects a continuation of services with an updated pricing structure and service provisions effective May 1, 2026 through April 30, 2027, with additional renewal options 2027-2028, and 2028-2029.

Remedy Health was founded by Dr. Chris Sudduth in 2018 and is privately-owned and headquartered in Broken Arrow. Remedy Health has a location in Broken Arrow and has a number of other office locations in Oklahoma that serve other employers in the state.

The agreement includes a per-employee-per-month (PEPM) fee covering primary care services, standard laboratory services, and a defined no-cost pharmacy formulary. Under the proposed agreement, the following will be pass through costs to the city:

- Immunizations (both pediatric and adult)
- Covid/flu point-of-care testing
- Personal Health Assessments performed on-site at City locations
- Bio-identical hormone replacement therapy (pellets) for women
- Access to GLP-1 medications (e.g., semaglutide and tirzepatide) for employees diagnosed with diabetes

With the addition of GLP-1 medications for diabetics, there is also a potential savings that could be realized. In the event that 10% of our diabetic population decides to receive their medication from Remedy Health, this could save the plan up to $120,000.

Expanded optional offerings as a pass-through cost to the employee (member), the following will be made available:

- GLP-1 medications are available for pre-diabetes and for weight loss purposes
- Hyaluronic acid joint injections are $750 for set of 3 injections
- Platelet rich plasma (PRP) joint injections are $550 each
- High cost and specialty drugs
- A broad menu of IV therapy
- Bio-identical hormone replacement therapy (pellets) $700 for men

- Counseling services with Evolution Mental Health Services at a Remedy Health discounted price of $120 per session (discounted from $150) as well as preferential scheduling for Remedy Health patients
- Ketamine-assisted psychotherapy
- Individual laboratory tests greater than $50 not included in Exhibit D

Remedy has a same-day office visit guarantee for acute matters, a physician response in the patient communication application within 24 hours, and unhurried office visits with 90-minute appointment set-asides for new patient visits and 45-minute set asides for follow-up office visits.

To ensure Remedy Health delivers the best healthcare, safety, timeliness and accessibility, effectiveness and appropriateness, patient-centered care, efficiency, and equity are embedded into their everyday practices. Applying these dimensions leads to reliable care delivery that ensures safe, appropriate care is provided by the right people, to the right patient, in the right place, at the right time, every time.

Ensuring our employees have readily available and local care is essential in the benefits package we offer to our employees. The Insurance Advisory Committee and staff recommend approval of this contract with Remedy Health to be effective May 1, 2026.

**Cost:** PEPM cost increase of approximately $67,000 for 2026-2027. This does not include additional pass-through costs that may be incurred.

**Funding Source:** Group Health and Life Fund

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

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

**Attachments:** Remedy COBA FINAL 3.30.2026

**Recommendation:**
Approve the agreement with Remedy Health to provide near-site clinic services for eligible employees effective May 1, 2026

**REMEDY HEALTH SERVICE AGREEMENT**

**THIS REMEDY HEALTH CLINIC SERVICE AGREEMENT** ("Agreement") is made effective on the __th day of _____, 2026 by and between **Remedy Health, PLLC** ("Remedy Health"), an Oklahoma Professional Limited Liability Company, and **The City of Broken Arrow** ("Client"). Together Remedy Health and Client may be referred to individually as "Party" and together as the "Parties."

**WHEREAS**, Remedy Health typically provides Covered Services, as defined in Exhibit A, through private medical Remedy Health clinics to employers for the benefit of employees and other eligible participants (collectively the "Eligible Participants"); and

**WHEREAS**, Client has a group health plan (the "Plan") and would like to offer to Eligible Participants access to Remedy Health clinics to obtain certain Covered Services; and

**WHEREAS,** Client seeks to partner with a top-quality near site clinic vendor to enhance the access, quality, efficiency, and improvement of participant health as well as long-term sustainability of its programs; so be it

**RESOLVED,** for good and valuable consideration, the receipt, and the sufficiency of which are hereby acknowledged, Client and Remedy Health hereby agree as follows:

## 1. Scope of Work

a. Remedy Health shall provide the Covered Services designated on Exhibit A to this Agreement to Client's Eligible Participants as defined in this agreement primarily at the closed onsite clinic as well as at shared site clinic locations listed on Exhibit A. The onsite clinic will be staffed with one medical receptionist, two medical assistants, and one allopathic physician (MD) or osteopathic physician (DO). Remedy Health shared site clinics will be staffed with any or all of the following: physicians, physician assistants, nurse practitioners, nurses, registered nurses, licensed practical nurses, medical assistants, or other medical support staff (collectively, "Health Professionals").

b. Remedy Health clinics will be available to those Eligible Participants that are designated as eligible to have access to the Remedy Health clinic by Client and who are communicated to Remedy Health as being eligible by Client. Eligible Participants will not be required to use Remedy Health clinics or any service provided by Remedy Health.

c. Although Remedy Health is not a Covered Entity under the Health Insurance Portability and Accountability Act ("HIPAA"), it is a business associate of Client's Plan and its Health Professionals are part of Remedy Health's workforce for purposes of HIPAA.

d. The Parties may not revise the scope of the Covered Services as reflected on Exhibit A unless both Parties have agreed to the change in writing with an amended Exhibit A.

## 2. Fee and Payment Terms

Client agrees to pay Remedy Health and Remedy Health agrees to accept, as full and complete compensation for acceptable Covered Services, payment in accordance with the fee schedule described in Exhibit B to this Agreement. Payment shall be due by the end of the month of service.

Remedy Health represents that all rates provided hereunder are inclusive of legally required overtime, overhead, and all contributions and taxes payable under federal and state social security acts, old age pension, worker's compensation laws, unemployment compensation laws, income tax laws, and any other applicable laws. Remedy Health further agrees that the amounts invoiced for services include any sales, use, gross receipts, or like taxes on materials, supplies, equipment or services furnished by Remedy Health. Remedy Health hereby agrees to indemnify and save Client harmless against the consequences of any failure by Remedy Health, or any of its subcontractors, to pay or withhold taxes, charges or compensation due on behalf of its employees or agents involved in the services.

## 3. Rate Guarantee

Fees are set forth in Exhibit B are in effect for Term as defined in Section 4 below. Changes to the rates as set forth in Exhibit B may only be made upon written authorization of Client and only once each year at the beginning of the subsequent renewal term.

## 4. Term

The term of this Agreement is for the "Initial Term" of twelve (12) months from the Effective Date of 05/01/2026 until 04/30/2027. Following the Initial Term, Client may elect to renew the Agreement as set forth in Exhibit B subject to budget appropriation. While it is the intent of Client to maintain the agreement for an extended time period, it is understood Client is prohibited from contracting for more than one fiscal year at a time. Client may continue to elect to renew the Agreement on an annual basis. Client shall provide notice of Client's election to renew the Agreement ("Renewal Notice"), not later than thirty (30) days from the then current term's end date.

Notwithstanding any other provision of the Agreement, both parties acknowledge funding by Client will be available only as appropriated on a fiscal year-to-fiscal year basis by properly constituted legal authority. In the event that Client determines that sufficient funds have not been appropriated to make the payments required under the terms of the Agreement for an upcoming fiscal year, Client may terminate the Agreement with one hundred twenty (120) days' prior written notice to Remedy Health.

## 5. Termination

a. Either Party shall have the right to terminate this Agreement, in whole or in part, for convenience upon one hundred twenty (120) days written notice.

b. Without limiting either Party's right to terminate this Agreement in Section 5.a, Client may provide notice to Remedy Health of Client's intent to terminate this Agreement (the "Client Notice), where in Client's sole discretion numerous or repeated breaches, whether in practice or pattern, of this Agreement exist by Remedy Health. Client may terminate the Agreement if after receipt of the Client Notice, Remedy Health fails to diligently pursue or cure breaches within five (5) business days. The Client Notice shall include the specifics of the defaults and the cure required by Client.

Termination of this Agreement by Client based on Remedy Health's failure to cure shall not prejudice or otherwise operate as a waiver of Client's rights to (a) reimbursement for any amounts paid by Client to Remedy Health for the period extending beyond the date of termination of the Agreement; and (b) sue for, collect, and retain any additional amounts due and owing as of the date of termination.

Furthermore, in addition to any and all other remedies that may be available, either in law or equity, Client shall have the right (but not the obligation) to take such action as in Client's reasonable discretion and judgment shall be necessary to cure such default. In such event, Remedy Health hereby agrees to pay and reimburse Client for all reasonable costs and expenses (including attorney's fees and litigation expenses) incurred by Client in connection with Client's action taken to cure such default.

c. Migration Assistance: Notwithstanding any record maintenance or other obligations Remedy Health may have under applicable law, in the event of termination of this Agreement, in whole or in part, for any reason, the Parties will jointly develop and mutually agree upon a migration plan ("Migration Plan") providing for (i) the timely transfer by Remedy Health (subject to applicable federal and state law, including but not limited to HIPAA) electronic medical records for each Eligible Participant in a format specified by Client to a successor healthcare provider who will provide services at such locations as are designated by Client, with such secure transfer to be undertaken at Client's sole cost.

The terms and conditions of this Agreement shall continue to apply to all activities and the relationship between the Parties during the period of time the Migration Plan is in effect. The Migration Plan will include a process whereby upon completion of all deliverables, milestones and other obligations hereunder, the Parties will meet and exchange information and documentation sufficient for Client to verify and confirm the successful and complete transfer and migration, consistent with such Migration Plan. Both Parties shall have a reasonable time to correct any aspects of the Migration Plan that have not been fully, properly and accurately completed. Once the Migration Plan has been successfully completed, as confirmed by the foregoing process, each Party will confirm completion in writing to the other Party and neither Party will have further performance responsibilities or obligations under such Migration Plan thereafter.

## 6. Remedy Health Responsibilities

In addition to the responsibilities within the Scope of Work set forth in Section 1 above, Remedy Health shall have the responsibilities identified below during the Term of this Agreement.

a. Remedy Health shall render all services under this Agreement diligently and in good faith, in accordance with industry standards and in compliance with the state and federal law and/or regulations that apply to either Party or such services, including, but not limited to, HIPAA ("Applicable Law"), to the extent applicable. Remedy Health will discharge its obligations under this Agreement with that level of care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent administrator acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Remedy Health represents, warrants, and covenants that all services and obligations identified under this Agreement will be performed and/or provided: (i) in a professional manner by personnel with licensure, training and experience appropriate to the responsibilities they are to perform; (ii) in accordance with the terms of this Agreement, including all attachments; (iii) in accordance with the standard of care exercised by other diligent and prudent professionals performing similar services; and (iv) in compliance with Applicable Law.

b. Remedy Health shall have all licenses, permits, and other authorizations necessary to operate the Remedy Health Clinic and provide the Covered Services under this Agreement.

c. Remedy Health shall purchase supplies and equipment that are commonly needed for the operation of the Remedy Health Clinic and to provide the Covered Services. These supplies include the standard formulary and non-dispensing drugs, disposable and non-disposable medical supplies, and standard laboratory services. Remedy Health will ensure that a regular inventory of all supplies is maintained. Remedy Health will maintain lists of the standard formulary, laboratory services and other supplies. These standard lists may be periodically reviewed and modified. Any changes to the standard lists will be communicated to Client.

d. Remedy Health will arrange for lab services, including courier pick-up.

e. Remedy Health will arrange for the pickup and disposal of medical waste in full compliance with applicable law, codes, regulations, and requirements.

f. In addition, to the services listed above and below, Remedy Health shall provide to Client the reports described below. Any reports containing Eligible Participant information will be de-identified before being provided to Client.

I. Reports generated from Elation Health, the electronic medical records system. Reports given for established reporting periods, will include, but are not limited to, chronic disease management, clinic utilization, and aggregate health trends.

II. Patient satisfaction reports.

III. Other reports requested by Client and agreed to by both Parties.

g. Remedy Health will contractually employ Health Professionals to provide services to Client at the Remedy Health Clinic and will indemnify, hold harmless and defend Client, its officers,

directors, affiliates, employees, contractors and agents for the acts or omissions of such Health Professionals. Additionally, Remedy Health shall require that all Health Professionals will:

I. Have the right to determine his/her own means and methods of providing Covered Services with oversight and quality control functions performed by Remedy Health's Medical Director, Physician Leadership Group and Medical Executive Committee.

II. In accordance with the terms and conditions of the Plan, give due consideration to making referrals for additional medical care to health providers identified by the Client as "in network or preferred" for purposes of a health plan. Physicians may make other referrals based on patient preferences, concerns about quality or availability, lack of coverage, or other reasonable bases; Remedy Health will strive to refer patients to any Direct Contract or Preferred Arrangements put in place by the Client.

III. Not bill or otherwise solicit payment from Eligible Participants, their dependents, Client, or Client insurers or benefit plans, for the Covered Services provided in the Remedy Health Clinic;

IV. Be required to comply with applicable laws and regulations with respect to the Covered Services; and

V. Be required to provide Covered Services in a professional manner consistent with medical services provided in the community.

h. Remedy Health will require all Health Professionals performing services at any clinic to maintain the following:

I. A license to practice medicine in the State in which the Remedy Health Clinic is located without limitation, restriction, or suspension.

II. The absence of any involuntary restriction placed on his/her federal Drug Enforcement Agency (DEA) registration.

III. Good standing with his/her profession and state professional association.

IV. The absence of any conviction of a felony.

i. Remedy Health appoints Heather Ashcraft, Chief Operating Officer, and her designees as liaison to Client. Heather and her designees will be responsible for managing and maintaining Remedy Health's relationship with Client and overseeing clinic operations. Heather and her staff will be available to Client to review and discuss any issues with operations or with this Agreement. Should a change in the liaison be necessary, Remedy Health shall provide notice to Client and ensure the proposed replacement liaison is acceptable to Client.

j. Remedy Health shall be exclusively responsible for the operation of all Remedy Health clinics, including, but not limited to, ensuring that the Covered Services are provided, and the Remedy Health clinics (including, all employee, agents, and representatives) operate in

compliance with all applicable laws. Client shall have no responsibility for the operations of Remedy Health clinics or the provision of the Covered Services.

k. Remedy Health guarantees same day appointments for acute care needs.

m. Remedy Health agrees to allow officers on duty to always keep their firearms with them during their appointments.

n. Remedy Health guarantees physician staffing during business hours, including physician coverage in the event a physician is sick or on vacation.

o. Remedy Health shall incur all costs of physician recruitment, hiring, and replacement (if needed). The City shall not be responsible for the cost of clinic staffing.

**7. Client Responsibilities**

a. Client shall maintain an accurate list of Eligible Participants in the Hint Health online application. Remedy Health staff shall assist the Client with utilization of Hint Health. Remedy Health shall ensure that Client is made aware, with as much advanced notice as possible, of any upgrades, enhancements, or changes to the Hint Health online application prior to their deployment.

b. The Client shall communicate Remedy Health clinic locations and clinic hours of operation to all Eligible Participants.

c. The Client shall communicate any changes to or the creation of any benefit plans to Eligible Participants that result from the execution of this Agreement. The Client will also communicate to Remedy Health any changes to or the creation of any benefit plans impacting the Covered Services.

d. Client will not discriminate with regards to Remedy Health Clinic Eligible Participant status on the basis of race, color, creed, national origin, disability, gender, religion, pregnancy, status as an active or former member of the military, sexual orientation, or any other basis on which any applicable law, rule or regulation or prohibits discrimination.

e. Client does not engage in the practice of medicine with Remedy Health and will not have any direct or indirect control over Remedy Health, the Remedy Health Clinic, or any employed or contracted personnel of Remedy Health or Health Professionals.

f. Client will reasonably assist Remedy Health to obtain patient consent for engagement strategies and digital outreach. Client and Remedy Health will jointly develop marketing communication and employee engagement strategies.

**8. Insurance and Liability**

**Insurance.** Remedy Health will maintain the following insurance policies at all times during the Term of this Agreement:

A. **Commercial General Liability** - $1,000,000.00 per occurrence and $3,000,000.00 in aggregate of Comprehensive General Liability including independent contractors, contractual liability, and broad-form property damage endorsements, naming Client as additional insured, including waiver of subrogation.

B. **Professional Liability** - $1,000,000.00 per occurrence and $3,000,000.00 in the aggregate with an insurance company on behalf of Remedy Health, all Remedy Health Clinics, and all Health Professionals employed or engaged to provide services.

C. **Worker Compensation** – as required by applicable statutes. Employers' Liability requirements of $1,000,000 each accident, $1,000,000 disease aggregate, $1,000,000 disease each employee.

D. **Cyber Liability** - $5,000,000 policy aggregate limit for all damages, claims expenses, penalties and PCI fines, expenses, and costs.

E. **Automobile, Non-Owned Automobile and Hired Auto Liability** - $1,000,000.00.

F. **Commercial Property** – replacement value of property owned by Remedy Health maintained at Remedy Health Clinic.

G. **Umbrella** - $10,000,000 to provide excess limits when the limits of the underlying policies (A, C & E) are exhausted by payment of claims.

H. **Employee Dishonesty/Crime Coverage** - $500,000; $500,000 Employee Theft.

Upon request, Remedy Health shall provide to Client Certificates of insurance required herein, within thirty (30) days of such request. All insurance coverage shall be written with Insurance Companies authorized to do business in the State of Oklahoma, and rated no less than A-, VII in the latest A.M. Best rating guide.

Remedy Health will provide Client with at least thirty (30) days written notice before the change, cancellation or non-renewal of any insurance coverage contemplated by this Agreement.

**9. Electronic Data Sharing**

If agreed upon by the parties, which agreement shall not be unreasonably withheld, Remedy Health and Client shall work together to share electronic medical data in a HIPAA compliant manner to assist each other in population health management of the Eligible Participants. Client will enter into a Business Associate Agreement with Remedy Health (Remedy Health as Business Associate) if Remedy Health receives claims data for Eligible Participants from Client's payer for purposes of population health management.

If agreed upon by the parties, Client and its insurance vendor shall provide to Remedy Health historical claims data upon request, including but not limited to healthcare claims, pharmaceutical claims and medical claims for all Eligible Participants. Remedy Health will use the data to establish and track Eligible Participant utilization trends, insurance cost impact and perform

population health management. All costs associated with the transfer of data shall be borne by Client.

## 10. Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Both Parties agree to comply with all applicable federal and state laws governing the confidentiality, privacy, and security of health information, including but not limited to HIPAA.

In the event of a breach of Personal Health Information ("PHI") held by Remedy Health with respect to an Eligible Participant, Remedy Health shall immediately notify Client and mitigate, to the extent practicable and at Remedy Health's expense, the effects of the breach. Further, Remedy Health shall fulfill all reporting and notification obligations required under state and federal law, in consultation and cooperation with Client, at Remedy Health's expense. In addition to reporting and notification obligations under

Notwithstanding this Section 10, the provisions of that certain Business Associate Agreement, as set forth in Exhibit D, executed or to be executed between the Parties shall prevail with respect to any PHI that Client provides to Remedy Health in Remedy Health's capacity as Client's business associate.

Remedy Health, on behalf of itself and its affiliates (collectively, the "Remedy Health Entities") represents and warrants that the Remedy Health Entities will comply with all applicable laws that govern the privacy, security, confidentiality or processing of personal information, health information, dental or medical records, health care claim adjudication records, or other records generated in the course of providing or paying for health care services, including but not limited to HIPAA (collectively, "Privacy Laws"). Remedy Health, on behalf of the Remedy Health Entities further represents and warrants that the Remedy Health Entities have taken or will take by the Effective Date all reasonable steps to protect the confidentiality, integrity, availability and security of its systems and data in all material respects and that it will implement and maintain a reasonable and appropriate privacy and data security program with plans, policies, procedures, and other security measures for privacy, physical and cybersecurity, backup, disaster recovery, business continuity and incident response, including reasonable and appropriate administrative, technical and physical safeguards and workforce training to protect PHI, personal information and the Remedy Health Entities' systems from any unauthorized access, destruction or other processing. Remedy Health, on behalf of the Remedy Health Entities, represents and warrants that it has or will have by the Effective Date, implemented, and maintain written privacy and security policies and procedures, conducted a comprehensive security risk assessment, and maintain all other documentation as required by the Privacy Laws.

## 11. Non-Solicitation

During, and for one year after, termination of this Agreement, Client will not directly hire or retain, as a full-time or part-time employee, or on an independent contractor or consultant basis, any Health Professional that performs Covered Services during the term of this Agreement at the Remedy Health Clinics, or otherwise directly or indirectly solicit or encourage any such Health Professional to discontinue performing services for Remedy Health (whether as an employee or independent contractor or consultant). To the extent enforceable under Oklahoma Law, the foregoing obligations will not apply, however, if Remedy Health consents otherwise in writing.

## 12. Medical and PHI Records; Privacy

a. Remedy Health and Client agree that all PHI and medical information and records applicable to this Agreement will be subject to HIPAA and other privacy rules.

b. Medical records shall be maintained with respect to all the Eligible Participants who are patients in a professional manner. Health Professionals will maintain such medical records consistent with the accepted medical standards of practice in the medical community in which the Health Professionals provide Covered Services, and consistent with HIPAA.

c. All medical records for services provided to Eligible Participants by Remedy Health under this Agreement will belong to Remedy Health; however, Remedy Health agrees to coordinate with Client with respect to the transfer of such records upon termination of the Agreement in accordance with Section 5 and applicable law.

d. Remedy Health will provide Eligible Participants with its Notice of Privacy Practices and make a copy of the Notice available on its website.

e. All medical records for services provided to Eligible Participants, past and present, by Remedy Health under this Agreement may be received upon request of such participants.

f. Notwithstanding the above terms, Client will have access to records pertaining to work-related injuries reimbursable by Client, to the limited extent permitted by law.

g. All obligations to maintain confidentiality of health information will survive termination of this Agreement indefinitely. Subject to the city's obligations under the Open Records Act.

h. Remedy Health will maintain complete and accurate records of all services performed, all employee and contractor records, all receipts and disbursements, and all other records, related to this Agreement for seven years or such greater period as may be required by law from the date of service or cost accrual ("Retention Period").

## 13. Proprietary and Confidential Information

a. "Confidential and Proprietary Information" includes, among other information, all information relating to a Party or that Party's affiliates' (as applicable) business, employees, contractors, professionals, finances, contracts, strategies, marketing, legal claims, billing and collection practices, insurance, patient lists, medical practices, company policies, wellness initiatives or savings, information systems, data collections, costs or charges, statistics, information regarding Remedy Health Clinics, staffing models, and delivery systems that the Party or the Party's affiliates attempts or intends to keep confidential, but is disclosed to the other Party in the course of performance of this Agreement. Information that is known to the general public is not Confidential and Proprietary Information; however, it will be presumed that all information, furnished or exchanged under this Agreement, is Confidential and Proprietary Information. Subject to the city's obligations under the Open Records Act.

b. Except as expressly set forth herein, Remedy Health will, at all times, exclusively retain all right, title and interest in and to the following materials (collectively, "Licensed Materials"): (i) any marketing collateral supplied by Remedy Health hereunder; and (ii) logos, trademarks, trade

names and service marks of Remedy Health, Inc. To the extent Remedy Health does not own the Licensed Materials, Remedy Health expressly warrants that it has a license to use them for the purposes of providing services under this Agreement.

c. Except as expressly set forth herein, Client will, at all times, exclusively own all right, title and interest in and to the following materials (collectively, "Client Materials"): (i) any marketing collateral supplied by Client hereunder; and (ii) logos, trademarks, trade names and service marks of Client. Neither Remedy Health nor any of its affiliates shall use Client Materials or otherwise identify the Client (or any Client affiliate) in any press release, advertising, marketing, or promotion without Client's prior written consent, which consent may be given or withheld in Client's sole discretion.

d. During the Term of this Agreement, Remedy Health hereby grants to Client a non-exclusive, non-transferable, royalty-free, revocable right and license (or sublicense, as applicable) to use, market, promote and display the Licensed Materials in connection with the services performed by Remedy Health hereunder. Except for those rights expressly granted herein, Client shall not grant, nor claim any right, title or interest in the Licensed Materials not mutually developed by the Parties. Similarly, except as expressly set forth herein, Client shall, at all times, exclusively own all right, title and interest in and to any marketing collateral supplied by Client hereunder, and Client logos, trademarks, trade names and service marks.

e. Each Party acknowledges that, during the Term of this Agreement, it (the "Receiving Party") may receive or be exposed to information that the other Party (the "Disclosing Party") considers to be Confidential and Proprietary Information. Each Party agrees that, except as contemplated in fulfilling its obligations hereunder, it will not, during the term of this Agreement, use directly or indirectly, for its own account or for the account of any other person, or disclose to any other person any Confidential and Proprietary Information of the other Party or any affiliate of the other Party. Each Party shall take such precautions with respect to the Confidential and Proprietary Information of the other Party as it normally takes with respect to its own Confidential Proprietary Information, but in no event will it exercise less than ordinary care with respect to such information. ***In the event of a conflict between the terms of this Agreement and terms of any separate confidentiality or non-disclosure agreement between the Parties, the provisions of this Agreement shall control.***

f. Notwithstanding anything to the contrary contained in this Section, in the event the Receiving Party is required to disclose any Confidential and Proprietary Information of the Disclosing Party pursuant to a court order or decree or in compliance with the rules and regulations of a governmental agency or in compliance with any law, the Receiving Party shall provide the Disclosing Party with prompt notice of such required disclosure so that the Disclosing Party may seek an appropriate protective order and/or waive the Receiving Party's obligation to comply with the provisions of this Section.

g. Upon the written request of the Disclosing Party, the Receiving Party shall transfer all written records of the Disclosing Party's Confidential and Proprietary Information to the Disclosing Party or, at the Disclosing Party's election, in lieu of the transfer of such written records to the Disclosing Party, the Receiving Party shall destroy all such information of the Disclosing Party in the possession of the Receiving Party. Upon the request of the Disclosing Party, the

Receiving Party will promptly certify in writing to the destruction of such written Confidential and Proprietary Information.

h. No document or information, authored by Remedy Health or its affiliates, will ever be deemed a "Work for Hire" for Client. To the extent Remedy Health prepares any document or information for delivery to Client in Remedy Health's capacity as a business associate of Client (a "Business Associate Deliverable"), Remedy Health grants to Client a worldwide, irrevocable, perpetual, royalty-free license to use and copy such Business Associate Deliverable. To the extent that any Business Associate Deliverable contains PHI or other information owned by Client, Remedy Health makes no claim of ownership to such information.

i. The provisions of this Section 12 shall survive the cancellation, termination, or expiration of this Agreement.

**14. Warranties**

a. This Agreement is solely for the provision of Covered Services and its existence does not establish any wellness program, corporate policy, program, or policy offered or required by Client. Covered Services are strictly limited to the services designated on Exhibit A and this Agreement does not create any obligations of Remedy Health or Health Professionals to administer any services not contemplated by this Agreement.

b. Remedy Health is not the "named fiduciary" or "Administrator", as such terms are defined in ERISA (or as used in similar laws governing plans) of the Remedy Health Clinic. In addition, Remedy Health is not responsible for Client's or Plan Administrator's compliance of any such plan with laws (including ERISA, HIPAA, COBRA, PPACA, Federal or other taxes, and similar requirements) that govern plan operation and administration except as may be specifically provided in this Agreement.

c. Remedy Health is not responsible for determining whether an individual is an Eligible Participant. Remedy Health shall rely on the eligibility information provided by Plan Administrator and/or Client or its designee pursuant to Section 7(b) above in allowing access to the Remedy Health Clinic and shall confirm the status of Eligible Participants by reviewing their insurance cards or other evidence of coverage. Where Remedy Health is uncertain as to an individual's status as an Eligible Participant, Remedy Health shall make a good faith effort to contact Client prior to providing or denying the individual's request for Covered Services. Remedy Health will not accept any appeals or claims for eligibility determinations. Remedy Health will not be liable for any errors or omissions in eligibility information provided to it by Plan Administrator and/or Client.

d. Remedy Health is not a law or consulting firm and does not purport to give Client any sort of legal, tax, ERISA or fiduciary advice or guidance with respect to: Client or the Plan Administrator's responsibilities under this Agreement; amending any health, medical, or benefits plan offered by Client; formation of a wellness program or separate medical plan; obligations of Client and/or the Plan Administrator under local, state, and federal law.

e. Remedy Health represents and warrants to Client and its affiliates that Remedy Health's performance of this Agreement and its products, software and service deliverables will not infringe upon or violate the intellectual property rights of any other rights of any third party or violate any federal, state, and municipal laws.

## 15. Indemnification

Each Party (the "Indemnifying Party") agrees, to the extent permitted by law, to indemnify, defend and hold the other Party (the "Indemnitee"), its staff, directors, trustees, officers, agents, affiliates, contractors, employees, successors and assigns, harmless from and against any and all claims, judgments and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to all losses arising out of (i) the breach of any term or condition of this Agreement; (ii) allegations of negligent and/or willful acts or omissions of the Indemnifying Party or any of its affiliates (including, but not limited, to any medical malpractice claims against Remedy Health and/or any Health Professional); (iii) the violation of any law or any representations or warranties herein by the Indemnifying Party or any of its affiliates; and/or (iv) a Party's use of, access to, or involvement with the other Party's services, systems, computer hardware or software, whether in combination with other products or services (including without limitation any and all claims that a Party's use or access or involvement infringes or impermissibly incorporates any of the intellectual property rights of a third party). Reasonable attorney's fees to be paid only to the prevailing party, which is to be determined by a court of competent jurisdiction.

The Indemnitee shall provide Indemnifying Party with prompt written notice of any claims for which it seeks indemnification. No delay in notice shall excuse the Indemnifying Party's obligations, except to the extent that the Indemnifying Party has been materially prejudiced by such delay. The Indemnifying Party shall defend the Indemnitee at Indemnifying Party's sole expense with legal counsel reasonably acceptable to the Indemnitee. If the Indemnifying Party fails to provide a timely defense, then the Indemnitee may defend with counsel of its own choosing at the expense of the Indemnifying Party. Neither the Indemnifying Party nor the Indemnitee shall enter into any settlement without the prior written consent of the other, which shall not be unreasonably withheld or delayed.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST PRODUCTION, OR ECONOMIC DAMAGES), WHETHER SUCH LIABILITY IS BASED, OR CLAIMED TO BE BASED ON ANY BREACH OF EITHER PARTY'S OBLIGATIONS UNDER THE AGREEMENT, INCLUDING ITS PERSONNEL, AGENTS, APPOINTED REPRESENTATIVES, SUBCONTRACTORS OR VENDORS. AND ONLY TO THE EXTENT THE FOLLOWING WAIVERS ARE PERMITTED BY LAW.

The provisions of this Section shall survive the termination of this Agreement.

## 16. Notices

All notices, consents, demands, and waivers described in this Agreement must be in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this section.) Each Party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid, deemed accepted upon confirmation of email (deemed accepted with confirmation of transmission), certified or registered mail (in each case, deemed accepted upon delivery of return receipt requested, or postage prepaid), or by email

**If to Remedy Health:**

Remedy Health
ATTN: Chris Sudduth, MD
PO Box 2470
Broken Arrow, OK 74013
Email: drsudduth@remedyhealth.care

**If to Client:**

City of Broken Arrow
ATTN: Kelly Cox, HR Director
220 South 1st Street
Broken Arrow, OK 74012
Email: kcox@brokenarrowok.gov

**17. Independent Contractors**

It is expressly understood and agreed that Remedy Health and Client shall at all times during the Term of this Agreement act as independent contractors on a non-exclusive basis, and neither Party shall have any authority to bind the other Party. Neither Party is intended to be an employee or employer of, nor joint venture partner with, the other Party; except as otherwise specifically contemplated herein, neither Party shall function as a principal or agent of the other Party. Each Party hereto shall be responsible for its own activities and those of its employees and agents.

Further, nothing contained herein shall be construed to create a partnership, association, or other affiliation between Remedy Health and Client. In no event shall either Party be liable for the debts or obligations of the other except as specifically provided for in this Agreement.

Each Party's employees and contracted professionals will be the employees and professionals only of that Party and not of the other Party. A Party will have the exclusive authority to hire, fire, compensate, assign duties to, and direct its employees. Each Party will be solely responsible to pay any applicable compensation or severance to its employees. Each Party will have the sole obligation to withhold and pay all taxes, unemployment compensation, Social Security, Medicare, and other legally required or authorized withholdings or payments, to or with respect to its employees. Each Party will be solely responsible for the actions or inactions of its employees.

**18. Miscellaneous**

a. **Amendment.** This Agreement may only be amended by Remedy Health and Client by a writing duly executed by an appropriate officer of Remedy Health and Client. This requirement is not intended to preclude the Parties from making decisions regarding day-to-day operations.

b. **Assignment.** Neither Party shall have the right to assign or transfer this Agreement or its rights or obligations under this Agreement, voluntarily or by operation of law, without first obtaining the written consent of the other Party, and any attempted assignment or transfer in the absence of such consent shall be void and of no effect. Notwithstanding the foregoing, either party may assign this Agreement to a successor of all or substantially all of the assets or business of such party to which this Agreement relates, whether by merger, sale of stock, sale of assets, or other similar transaction. As long as the assignee accepts the liabilities contracted for under the original agreement.

c. **Captions.** All Section captions are for reference only and will not be considered in interpreting this Agreement.

d. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

e. **Dispute Resolution.** If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation, either party may seek any remedy available at law or in equity at any time. Client does not agree to binding arbitration.

f. **Entire Agreement.** This document, and all Exhibits, including the Business Associate Agreement (Exhibit E), is intended by the Parties as the final and binding expression of their agreement applicable to this subject matter and is a complete and exclusive statement of the terms thereof and supersedes all prior negotiations, representations, and agreements. Moreover, no representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

g. **Force Majeure.** The Parties will not have any obligations to provide, or liability for failure to provide, any good, service, or record under this Agreement for any cause beyond the Parties' reasonable control including, without limitation, any Act of God, fire, flood, tornado, environmental contamination, disruption in utilities, act or order of the other Party or governmental entity, act of terrorism, war, vandalism or other public disruption, disruption of communications or transportation, labor difficulties, shortages of or inability to obtain labor, material or equipment, or unusually severe weather, or any other cause beyond the Parties' reasonable control. In any such case, the Parties agree to negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the Parties hereunder, to the extent reasonably practicable. This provision shall not relieve either Party of any obligation hereunder in the event of a pandemic or other public health emergency, unless a Party is prohibited, by a binding governmental order, from performing an obligation hereunder (e.g., for example, if health care is deemed to be an essential service in connection with a pandemic, both parties shall be required to perform hereunder).

h. **Further Actions.** Each of the Parties agrees to execute and deliver such further instruments, and to do such further acts, et. al., as may be reasonably required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof. In addition, the Parties agree to cooperate with one another in the fulfillment of their respective obligations under this Agreement.

i. **Governing Law.** This Agreement shall be construed and governed by the laws of the State of Oklahoma, to the extent not preempted by federal law, without consideration of or giving effect to any choice of law provision or rule thereof. Venue for any action or proceeding arising under this Agreement shall be in a Court of competent jurisdiction in Tulsa County, Oklahoma.

j. **Local, State, and Federal Laws.** Neither Party shall take any action in furtherance of this Agreement, which is illegal under any federal, state, county, or local rules, including without limitation, all statutes, laws, ordinances, regulations, or codes (hereinafter "Laws"). Both Parties shall comply with all applicable Laws.

k. **No Third-Party Beneficiaries.** No Eligible Participant, and no other person or entity, is an intended third-party beneficiary of this Agreement.

l. **Severability.** If any provision of this Agreement should be invalid or unenforceable, the remainder of the Agreement will continue in full force and effect as if the invalid or unenforceable portion had never been written, and the remainder of this Agreement will continue to be effective, valid, and enforceable.

m. **Succession.** Subject to the other terms of this Agreement, this Agreement will apply to the benefit of, and be binding on, each Party's permitted successors and assigns.

n. **Waiver.** Either Party may waive any of the terms or conditions of this Agreement at any time provided such waiver is in writing and signed by the Party granting the waiver. Client may only amend by consent of the governing body.

o. No such waiver will affect or impair the waiving Party's right to require the performance either of that term or condition as it applies on a subsequent occasion, or any other term or condition of this Agreement. A Party's failure to object, delay in requiring performance, or other action or inaction, will not be deemed a waiver of any term or condition of this Agreement or consent to a breach.

o. **Exhibits.** The following attachments are incorporated into this Agreement:
Exhibit A: Clinic Locations, Schedule, and Covered Services
Exhibit B: Fees
Exhibit C: No-Cost Pharmacy Formulary
Exhibit D: No-Cost Lab Formulary
Exhibit E: Business Associate Agreement

[Signature page to follow]

**IN WITNESS WHEREOF,** the Parties have executed and delivered this Agreement as of the last signature date written below**.**

| **CLIENT:** | **REMEDY HEALTH:** |
|---|---|
| **City of Broken Arrow** | **Remedy Health, PLLC** |
| By: _____ | By: _____ |
| Print Name: Debra Wimpee | Print Name: Christopher Sudduth, MD |
| Title: Mayor | Title: Chief Executive Officer |
| Date: _____ | Date: _____ |

## EXHIBIT A: CLINIC LOCATIONS, SCHEDULE, AND COVERED SERVICES

**Locations:**

Eligible Participants will have access to the any and all Remedy Health clinics on all regular days and hours of operation of each clinic. Remedy Health also offers virtual or in-person visits outside of normal business hours for urgent health needs. For the most up-to-date list of clinic locations, please visit www.remedyhealth.care/locations.

**Schedule:**

Remedy Health clinics are generally open 8:00 am – 5:00 pm Monday through Thursday, and 8:00 am – 12:00 pm on Fridays. Remedy Health observes the list of holidays below. Although clinic sites will be closed on these days, care remains available 24/7, including onsite care for urgent matters. In the event that any of the following holidays falls on a Saturday or a Sunday, Remedy Health will designate in advance the workday upon which the holiday will be observed.

**Remedy Health Observed Holidays:**

| | |
|---|---|
| New Year's Day | Labor Day |
| Martin Luther King, Jr. Day | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |

**Covered Services:**

A. Primary care to include but not limited to:

1. Evaluation, testing, and available treatment for minor illnesses such as, but not limited to, coughs, seasonal allergies, eye/ear infections, sore throat/strep, flu, fevers, headaches, upper respiratory/sinus infections, gastrointestinal issues, urinary tract infections, skin lesions and rashes, migraines, glucose testing, endocrine, and blood pressure consultations either in person at a Remedy Health clinic or via telehealth.

2. Treatment for minor injuries that are not work related, including but not limited to, sprains/strains, application of splints, laceration repair, suture removal, wound dressing, and animal and insect bites.

3. Annual physical and/or regular follow up visits to include comprehensive preventive care, including immunization administration, cancer screening, mental health assessment, and lifestyle choices assessment and coaching regarding proper nutrition and physical activity.

4. Chronic disease management, which includes evaluating, diagnosing, treating, and managing typical chronic illnesses such as diabetes, hypertension, hyperlipidemia,

tobacco use disorder, degenerative joint disease, chronic obstructive pulmonary disorder, allergic rhinitis, and various forms of autoimmunity.

5. Minor medical procedures that are within the Health Professionals' scope of licensure and abilities (which may vary depending on the staffing of the particular Remedy Health clinic) and that can be performed at a Remedy Health clinic, with available equipment, and during operating hours. Such procedures include but are not limited to the following: nail removal, foreign body removal, cryotherapy, wart management, intramuscular injection, incision and drainage, excisional or punch biopsy, skin tag removal, joint aspiration, and intra-articular joint injection.

B. Provisions of pharmaceuticals to treat common illnesses. The current formulary of available onsite medications is listed in Exhibit C. This formulary is subject to change.

C. Necessary standard laboratory work to provide the Covered Services listed above, including, but not limited to collection of blood and urine specimens. Point-of-care testing is also available, including but not limited to TB skin testing, rapid Strep testing, urinalysis, and drug testing.

D. Immunization administration, including the following table of pediatric and adult immunizations will be available as a passthrough or billed through the insurance carrier. The list of available immunizations is subject to change as new vaccines are released to the market. Care will be delivered to Eligible Participants without respect to immunization status.

| Immunization | Immunization Class/Condition |
|---|---|
| Abrysvo | RSV |
| ActHIB | HIB |
| Adacel | Tdap (adolescent & adult use) |
| Bexsero | MCV Grp B |
| Daptocel | DTap (6 wks – 6 yrs) |
| Gardasil 9 | HPV |
| Menactra | MCV4 |
| MMR II | MMR |
| Pentacel | DTap/IPV/HIB (6 wks – 4 yrs) |
| Pnuemovax23 | Pneumonia |
| Prevnar 13 | Pneumonia (pediatric) |
| Quadracel | DTap/IPV (age 4-6 yrs) |
| Recombivax HB Adult | Hep B |
| Recombivax HB Pediatric | HepB |
| Rotateq | Rotavirus |
| Shingrix | Shingles |
| Vaqta- Pediatric | Hep A |
| Varivax | Varicella |

E. Personal Health Assessments (PHA's). Such assessments will be comprised of (a) blood draws and data collection for each Participant conducted by qualified and licensed personnel at an agreed upon location or at the Clinics; (b) standard laboratory work, including prostate-specific antigen (PSA) and nicotine testing; (c) reports accessible via the Spruce Health patient communication application and Elation Health reports; (d) aggregate reports of findings to Client.

PHA's will be comprised of the following blood tests and vital sign data collection:

| **Vitals** | **Heart** |
|---|---|
| Height | Total Cholesterol |
| Weight | HDL-High-Density Lipoproteins |
| Body Mass Index (BMI) | Ratio of Cholesterol to HDL |
| Waist Measurement | LDL-Low-Density Lipoproteins |
| Systolic Pressure | VLDL-Very Low-Density Lipoproteins |
| Diastolic Pressure | Triglycerides |
| Tobacco Usage (Cotinine) | **Complete Blood Count** |
| **Kidneys** | White Blood Cells (WBC) |
| Sodium (Na) | Red Blood Count (RBC) |
| Potassium (K) | Hemoglobin (HGB) |
| Chloride (Cl) | Hematocrit (HCT) (Female) |
| Carbon Dioxide (CO2) | Platelets (PLT) |
| Blood Urea Nitrogen (BUN) | Creatinine, Serum |
| Creatinine, Serum | MCV |
| BUN/Creat Ratio | MCH |
| Calcium (Ca) | MCHC |
| **Liver** | Lymphocytes |
| Albumin | Monocytes |
| Total Protein | Eos |
| Globulin | Basos |
| Alk Phosphatase | Neutrophils |
| ALT(SGPT) | **Endocrine** |

| | |
|---|---|
| AST (SGOT) | Glucose (Glu) |
| Bilirubin, Total | Hemoglobin I1c (HgbA1c) |
| A/G Ratio | Thyroid-Stimulating Hormone |
| | PSA (Males 45 and older) |

Follow-up for specified categories based on risk factors indicated by lab values-Lab values have ranges associated with them that vary based on patient age, gender, and race. Remedy Health assigns these values into categories and prioritizes outreach calls based upon the results:

1. Any values in “Panic or High Critical” and “Yellow or Borderline” categories are immediately called to the attention of the Remedy Health Chief Medical Officer and Chief Clinical Officer for immediate action as indicated.

2. A minimum of two telephone attempts will be made for all patients with lab values falling into the urgent or critical categories.

3. A notification letter will be sent following two unsuccessful telephone attempts.

## EXHIBIT B: FEES

**Per Employee Per Month Fee:**

For the Covered Services set forth on Exhibit A, Client shall pay Remedy Health a per employee per month (PEPM) fee for all employees according to the following fee schedule:

**May 2026 through April 2027: $99 PEPM**

**May 2027 through April 2028: $104 PEPM**

**May 2028 through April 2029: $109 PEPM**

Remedy Health shall not charge an additional monthly membership fee for eligible dependents that may be entitled to Covered Services hereunder.

Rate adjustments for subsequent terms will be delivered to the Client no later than ninety (90) days before the renewal date. These adjustments will have an acceptable negotiable cap and will be based on transparent reporting on cost of care delivery provided to Client's members and related to inflation.

The PEPM fee covers all virtual and in-person utilization, labs per the lab formulary, phlebotomy, point-of-care testing, onsite and mail in prescription medications per the medication formulary, onsite digital x-ray (where available and when indicated), in-office procedures, medical supplies, Holter monitoring, spirometry, and electrocardiograms.

Other items throughout the contract period may be added through an amendment at the agreed pricing by both Parties.

**Passthrough Costs:**

Passthrough costs are limited and include the following:

- All pediatric and adult immunizations.
- COVID/Flu point-of-care testing is $30 per test.
- $40 per personal health assessment (PHA) performed onsite at the City. There shall not be an additional fee for PHA's performed at a Remedy Health clinic location.
- Bio-identical hormone replacement therapy (pellets) $350 for women.
- For a diagnosis of diabetes (hemoglobin A1c equal to or greater than 6.5%) only may include glucagon-like peptide-1 receptor agonists (GLP-1's) tirzepatide and semaglutide. This fee schedule represents the cost of a one-month supply (eight, twice weekly injections) of each medication at the respective or equivalent dose with free home delivery:

| | | | |
|---|---|---|---|
| Semaglutide 0.25 mg | $179 | Tirzepatide 2.5 mg | $279 |
| Semaglutide 0.50 mg | $249 | Tirzepatide 5 mg | $349 |
| Semaglutide 1 mg | $299 | Tirzepatide 7.5 mg | $399 |
| Semaglutide 1.75 mg | $329 | Tirzepatide 10 mg | $449 |
| Semaglutide 2.50 mg | $349 | Tirzepatide 12.5 mg | $479 |
| | | Tirzepatide 15 mg | $499 |

**Additional Optional Services:**

Additional services including but not limited to the following can be billed directly to the Client's member. These services include:

- Hyaluronic acid joint injections are $750 for set of 3 injections.
- Platelet rich plasma (PRP) joint injections are $550 each.
- High cost and specialty drugs.
- A broad menu of IV therapy:

| | |
|---|---|
| Immunity | $150 |
| Inner Beauty | $150 |
| Myers Cocktail | $170 |
| Recovery and Performance | $160 |

- Bio-identical hormone replacement therapy (pellets) $700 for men
- Counseling services with Evolution Mental Health Services at a Remedy Health discounted price of $120 per session (discounted from $150) as well as preferential scheduling for Remedy Health patients.
- Ketamine-assisted psychotherapy.
- Individual laboratory tests greater than $50 not included in Exhibit D.
- For a diagnosis of pre-diabetes (hemoglobin A1c equal to 5.6% to 6.4%) or for weight loss purposes may include glucagon-like peptide-1 receptor agonists (GLP-1's) tirzepatide and semaglutide. This fee schedule represents the cost of a one-month supply (eight, twice weekly injections) of each medication at the respective dose with free home delivery:

| | | | |
|---|---|---|---|
| Semaglutide 0.25 mg | $179 | Tirzepatide 2.5 mg | $279 |
| Semaglutide 0.50 mg | $249 | Tirzepatide 5 mg | $349 |
| Semaglutide 1 mg | $299 | Tirzepatide 7.5 mg | $399 |
| Semaglutide 1.75 mg | $329 | Tirzepatide 10 mg | $449 |
| Semaglutide 2.50 mg | $349 | Tirzepatide 12.5 mg | $479 |
| | | Tirzepatide 15 mg | $499 |

## EXHIBIT C: NO-COST PHARMACY FORMULARY

Additional medications can be added to the following list of medications currently available onsite and by mail order.

Remedy HEALTH



**NO-COST** MEDICATIONS

AVAILABLE IN-CLINIC & HOME DELIVERY

| | | |
|---|---|---|
| ACETAMINOPHEN | FEXOFENADINE HCL | METRONIDAZOLE |
| ACYCLOVIR | FLUCONAZOLE | MONTELUKAST SODIUM |
| ALBUTEROL SULFATE | FLUOXETINE | MUPIROCIN OINTMENT |
| AMITRIPTYLINE HCL | FLUOXETINE HCL | NAPROXEN |
| AMLODIPINE | FLUTICASONE PROPIONATE | NICOTINE PATCHES |
| AMOXICILLIN | FOLIC ACID | NITROGLYCERIN |
| AMOXICILLIN/POTASSIUM CLAV | GABAPENTIN | OFLOXACIN |
| ASPIRIN | GEMFIBROZIL | OMEGA-3/DHA/EPA/FISH OIL |
| ATORVASTATIN CALCIUM | GLIMEPIRIDE | OMEPRAZOLE |
| AZITHROMYCIN | GLIPIZIDE | ONDANSETRON HCL |
| BACITRACIN | HYDROCHLOROTHIAZIDE | ONDANSETRON ODT |
| BENZONATATE | HYDROCORTISONE | PANTOPRAZOLE ER |
| BUPROPION ER | IBUPROFEN | PANTOPRAZOLE SODIUM ER |
| BUPROPION HCL ER (SR) | IBUPROFEN | POLYMYXIN B SULF/TRIMETHOPRIM |
| BUPROPION SR | LEVOFLOXACIN | PREDNISONE |
| CARVEDILOL | LEVOTHYROXINE SODIUM | PROMETHAZINE HCL |
| CEPHALEXIN | LISINOPRIL | ROSUVASTATIN CALCIUM |
| CETIRIZINE HCL | LISINOPRIL/HCTZ | SERTRALINE |
| CIPROFLOXACIN HCL | LISINOPRIL/HYDROCHLOROTHIAZIDE | SILVER SULFADIAZINE |
| CITALOPRAM HYDROBROMIDE | LORATADINE | SIMVASTATIN |
| CLINDAMYCIN HCL | LOSARTAN POTASSIUM | SULFAMETHOXAZOLE/TRIMETHOPRIM DS |
| CLONIDINE HCL | LOSARTAN/HYDROCHLOROTHIAZIDE | SUMATRIPTAN SUCCINATE |
| CLOPIDOGREL BISULFATE | LOVASTATIN | TADALAFIL |
| CYCLOBENZAPRINE HCL | MECLIZINE | TAMSULOSIN HCL |
| DIPHENHYDRAMINE HCL | MELOXICAM | TOPIRAMATE |
| DOXYCYCLINE HYCLATE | METFORMIN HCL | TRAZODONE |
| DULOXETINE | METFORMIN HCL ER | TRIAMCINOLONE ACETONIDE |
| EPINEPHRINE | METHOCARBAMOL | TRIAMCINOLONE CREAM |
| ERGOCALCIFEROL (VITAMIN D2) | METHYLPREDNISOLONE DP | VENLAFAXINE ER |
| ESCITALOPRAM OXALATE | METOPROLOL SUCCINATE | VENLAFAXINE HCL |
| FAMOTIDINE | METOPROLOL SUCCINATE ER | VITAMIN D3 |

## EXHIBIT D: NO-COST LAB FORMULARY

Remedy Health utilizes Quest/DLO as its lab vendor. The list of no-cost labs is included in the list below. Additional labs can be obtained onsite for the exception of unique labs that require specialized collection methods. Labs ordered by outside medical physicians with the following credentials will be obtained onsite as well: allopathic physician (MD), osteopathic physician (DO), physician assistant (PA), and nurse practitioner (APRN, ARNP, DNP).

Remedy HEALTH

Quest Diagnostics®

**NO-COST Labs**

AVAILABLE IN-CLINIC AT ALL LOCATIONS



| *Test Name* | *Test Name* | *Test Name* |
|---|---|---|
| WHITE BLOOD CELL CT | GLUCOSE, SERUM | TSH, PREGNANCY |
| RED BLOOD CELL COUNT | PHOSPHATE (AS PHOS) | BASIC METAB PNL |
| HEMATOCRIT | POTASSIUM | BASIC METAB PNL, PLASMA |
| HEMATOCRIT (REFL) | POTASSIUM, PLASMA | RENAL FUNC PNL |
| HEMOGLOBIN (B) | PROTEIN, TOTAL | CMP W/O CO2,ALT |
| HEMOGLOBIN (REFL) | PROTEIN, TOTAL PLASMA | CMP W/O ALT |
| PLATELET COUNT | SODIUM | RETICULOCYTE COUNT |
| HEMOGLOBIN & HEMOCRIT | UREA NITROGEN (BUN) | T-3 UPTAKE |
| WHITE CELL COUNT & DIFF | BILIRUBIN, FRAC. | T-3 UPTAKE (REFL) |
| HEMOGLOBINOPATHY | BUN/CREAT RATIO | T-4 (THYROXINE) |
| CARDIO IQ(TM) CHOL TOT | PROTEIN, TOT & ALB PLAS | T4 (REFL) |
| CARDIO IQ(TM) HDL CHOL | PROTEIN, TOT AND ALB | COMP METAB PNL |
| CARDIO IQ(TM) TRIGLYC. | HEMOGRAM + DIFF | COMP METAB PNL, PLASMA |
| CHOL TOTAL, (REFL) | RFL-MICR (INC) | COMP METAB W/ADJ CAL PL |
| CHOLESTEROL, TOTAL | UA, MICROSCOPIC | ANA IFA W/REFL |
| HDL-CHOLESTEROL | ELECTROLYTE PANEL | ANA SCREEN |
| IRON, TOTAL | ELECTROLYTE PNL, PLASMA | ANA W/RFX |
| IRON, TOTAL (REFL) | HEPATIC FUNC PNL W/O IRON, | CREAT 24 HR |
| MICRONUTRIENT, IRON | TOTAL, & IBC IRON,IBC,%SAT | CREATININE RAND (U) |
| TRIGLYCERIDES | (REFL) | CREATININE, FP |
| TRIGLYCERIDES (REFL) | BASIC METAB PNL W/O CA | MALB, RAND UR W/O CR |
| URIC ACID | HEPATIC FUNC PNL | MICROALBUMIN RAND UR |
| VLDL | HEPATIC FUNC PNL, PLASM | MICROALBUMIN, 24-HOUR URINE W/O |
| HEMOGRAM | AMYLASE | MICROALBUMIN, 24-HOUR URINE, 24 HR UR |
| UA, MACRO (REFL) | CARDIO IQ(TM) HGB A1C | MICROALBUMIN, TIMED URINE |
| URINALYSIS MACRO NEO | CBC (DIFF/PLT) | MICRONUTRIENT,VITB12 |
| URINALYSIS RFX NEO | CBC (REFL) | RPR MONITOR W/REFL |
| URINALYSIS, (REFL) | FERRITIN | RPR,PM W/REFL |
| URINALYSIS, MACRO | HEM A1C W/EAG (REFL) | RPR(DX) RFL (REFL) |
| URINALYSIS, REFLEX | HEMOGLOBIN A1C | RPR(DX)REFL FTA |
| CBC(H/H, RBC, WBC, PLT) | HEMOGLOBIN A1C (REFL) | RPR(MONITOR)(REFL) |
| CBC(REFL)-without Diff | HEMOGLOBIN A1C REFL | T-4, FREE |
| ALBUMIN | HEMOGLOBIN A1C W/EAG | UA, COMPLETE |
| ALKALINE PHOSPATASE ALT | HEMOGLOBIN A1C W/MBG | UA,COMP W/RFL CULT |
| AST | HEMOGLOBIN A1C W/RFL | UA,COMP W/RFL CULT |
| BILIRUBIN, DIRECT | HEMOGLOBIN A1C W/RFL HGB | UA,COMP W/RFL CULT,N |
| BILIRUBIN, TOTAL | A1C W/EAG REFL | URINALYSIS,COMP,NEO |
| CALCIUM | HGB A1C W/MPG (REFL) | VITAMIN B12 |
| CARBON DIOXIDE | RHEUMATOID FACTOR | VITAMIN B12 (RFLX) |
| CHLORIDE | RHEUMATOID FACTOR, CSF | PSA, TOT W/REFL(REFL) |
| CREATININE | SED RATE BY MOD WEST | PSA, TOT, MONITORING |
| | SED RATE MANUAL WEST | PSA, TOTAL |
| | TSH | PSA, TOTAL, 2.5 NG/ML CUT |
| | TSH W/REFL FT4 | PSA, TOTAL, 2.5 NG/ML CUT |
| | | PSA, TOTAL, 2.5 NG/ML CUT |

Remedy HEALTH



**NO-COST LABS**

AVAILABLE IN-CLINIC AT ALL LOCATIONS

| *Test Name* |
|---|
| PSA, TOTAL, MEDICARE |
| PSA,TOTAL W/REFL |
| GLUC, GEST SCRN -135 |
| GLUC, GEST SCRN 140 |
| GLUCOSE (REFL) |
| GLUCOSE PP (75 GRAM) |
| GLUCOSE, PLASMA |
| GLUCOSE, PP/1 HR |
| GLUCOSE, PP/2 HOUR |
| GGT |
| LIPASE |
| T-3, TOTAL |
| TESTOSTERONE, M(REFL) |
| TESTOSTERONE,MALE,IA |
| LDH, TOTAL |
| RPR TITER |
| HCG, TOTAL, QN |
| ABO GROUP |
| RH TYPE |
| CRP |
| CULT, (U) ROUTINE |
| CULT, UR ROUT (REFL) |
| CULT,UR,CATH COLLECT |
| PROLACTIN |
| CK, TOTAL |
| GLUC GEST & FAST-135 |
| GLUC GEST & FAST-140 |
| GLUC,FAST & POST 1HR |
| GLUC,FAST & POST 2HR |
| GTT, 2 SPEC |
| PRO TIME WITH INR |
| MAGNESIUM |
| ESTRADIOL |
| ESTRADIOL, RAPID |
| FSH |
| FSH (REFL) |
| LH |
| RPR SCREEN W/REFL TITER |
| SED RATE BY MOD WEST |
| HCG, SERUM QT (REFL) |
| FOLATE, SERUM (RFLX) |
| FOLATE,SERUM |
| MICRONUTRIENT,FOLATE |

| *Test Name* |
|---|
| MEASLES AB IGG DIA |
| MEASLES AB IGG,EIA |
| MUMPS VIRUS AB IGG D |
| MUMPS VIRUS IGG, EIA |
| RUBELLA DIAGNOSTIC |
| RUBELLA IMMUNE |
| AB SCR RFX ID/TITER |
| MICROALBUMIN |
| PROGESTERONE |
| HBC TOTAL W/REFL IGM |
| HCG TOTAL QL |
| HCG, QUAL,REFL QUANT |
| HCG, TOTAL,QL (REFL) |
| HCV WITH REFLEXES |
| HEP A AB, TOTAL |
| HEP A AB, TOTAL |
| HEP A AB, TOTAL, REFL IGM |
| HEP A AB,W/REFL IGM |
| HEP A IGM AB |
| HEP B C AB, TOT (REFL) |
| HEP B CORE AB, TOTAL |
| HEP B CORE AB, TOTAL |
| HEP B CORE IGM AB |
| HEP B SURF AG (REFL) |
| HEP B SURF AG W/CONF |
| HEP B SURFACE AB QN |
| HEP B SURFACE AB QN |
| HEP C AB (REFL) |
| HEP C AB W/ REFL HCV |
| HEP C AB W/REFL HCV |
| HEP TOTAL W/REFL IGM |
| HEP.A AB,TOT. (REFL) |
| UA MACRO MAN W/RFL |
| UA MACRO MANUAL |
| GTT, 3 SPECIMENS |
| GTT,GEST,3 IADPSG |
| PREALBUMIN |
| PTT, ACTIVATED |
| FECAL IMMUNOCHEM |
| FECAL IMMUNOCHEM (MEDICARE) |
| ABO AND RH (REFL) |
| ABO AND RH (REFL) |
| ABO GRP AND RH TYPE |
| CORD BLOOD ABO/RH |

| *Test Name* |
|---|
| CULTURE, GP. A STREP |
| T-3, FREE |
| HETEROPHILE, MONO |
| HETEROPHILE, MONO SCREEN (REFL) |
| PROLACTIN, 2 SPEC |
| CAMPY AG, EIA |
| CAMPY CULTURE |
| IGA (REFL) |
| IMMUNOGLOBULIN A |
| IMMUNOGLOBULIN G |
| IMMUNOGLOBULIN M |
| ANA TITER&PATTERN |
| GTT, GESTATIONAL, 4 |
| GTT,4 SPECIMEN |
| FSH & LH (S) |
| TESTOSTERONE , TOTALMS |
| CARDIO IQ(TM) CARDIO CRP |
| HS CRP |
| THYROID PEROXID AB |
| UR CULT W/GBS SUSCEP |
| CULTURE, AEROBIC BAC |
| C. TRACHOMATIS RNA, TMA, |
| C. TRACHOMATIS, TMA ALTER |
| C.TRACH RNA,TMA,THROAT |
| CHLAMYDIA RNA, TMA |
| GC RNA, TMA |
| HSV 1 HERPESELECT |
| HSV 2 HERPESELECT |
| HSV 2 W/REFL INHIB |
| N. GONORRHOEAE RNA, TMA, |
| N.GON RNA,TMA,THROAT |
| N.GONORRHOEAE TMA ALTER |
| PATH REVIEW OF SMEAR |
| CARDIO IQ(TM) INSULIN |
| INSULIN |
| CULT, STREP GRP B |
| GBS CULT W/SENSI |
| UA, COMPLETE MANUAL |
| UA,MANUAL W/REFL CUL |
| GLUCOSE, 5 SPEC |
| GTT,5 SPECIMEN |
| VIT D,25-OH,TOTAL,IA |
| BILI, TOTAL PEDIATR. |
| ABALONE IGE |
| ACTH (RC206) IGE |

Remedy HEALTH



**NO-COST LABS**

AVAILABLE IN-CLINIC AT ALL LOCATIONS

| *Test Name* |
|---|
| ALFALFA (W45) IGE ** |
| ALLSPICE IGE |
| ALPHA AMYLASE (K87) IGE |
| AM CKRCH (I206) IGE |
| AMOXICILLIN C6 IGE |
| ASPERGILLUS NIGER |
| AZ CYPRESS (T222) |
| BAMBOO SHOOT (F51) |
| BARLEY IGE |
| BEETROOT (F319) IGE |
| BLACK OLIVE IGE |
| BRZLNUT F18 IGE W/RF |
| BUMBLE BEE (I205) |
| CARAWAY SEED (F265) |
| CARMINE/RED DYE IGE |
| CASHEW F202 IGE W/RF |
| CAT DANDR(E1)IGE RFL |
| CAT S ALB (RE220)IGE |
| CATFISH (F369) IGE |
| CEDAR IGE |
| CHICK PEA IGE |
| CHICKEN DROP (E218) |
| CHICKEN S (RE219)IGE |
| CORIANDER/ CILANTROE |
| COW'S MILK (F2) IGE |
| COWS MILK(F2)IGE RFL |
| CRANBERRY IGE |
| CRAYFISH IGE |
| DATE (T214) IGE |
| DOG ALB (RE221)IGE |
| DOG DANDR(E5)IGE RFL |
| EGG WHITE(F1)IGE RFL |
| EGG YOLK IGE (REFL) |
| ETHYLENE OXIDE (K78) |
| FENUGREEK (RF305) IGE |
| FIG (F328) IGE |
| FINCH FEATH. (RE214) |
| FLAXSEED IGE |
| FLOUNDER (F147) IGE |
| FORMALDEHYDE IGE |
| GELATIN (C74) IGE |
| GROUPER (F410) IGE |
| HACKBERRY IGE |
| HADDOCK (F42) IGE |
| HAKE (F307) IGE |

| *Test Name* |
|---|
| HAZEL NUT TREE (T4) |
| HAZLNUT F17 IGE W/RF |
| HEXA ANHY(RK209) IGE |
| IMCAP EGG WHT(F1)IGE REFL |
| IMCAP MILK (F2)IGE(REFL) |
| IMCAP, A. FUMIGATUS (M3) |
| IMCAP, A. PULLULANS (M12) |
| IMCAP, A. TENUIS (M6) |
| IMCAP, ACACIA (T19) |
| IMCAP, ACARUS SIRO (D70) |
| IMCAP, ALDER (T2) |
| IMCAP, ALMOND (F20) |
| IMCAP, ANCHOVY (F313) |
| IMCAP, ANISAKIS (P4) |
| IMCAP, ANISE (F271) |
| IMCAP, APPLE (F49) |
| IMCAP, APRICOT (F237) |
| IMCAP, ASCARIS (P1) |
| IMCAP, ASPARAGUS (F261) |
| IMCAP, AUST. PINE (T73) |
| IMCAP, AVOCADO (F96) |
| IMCAP, B. CINEREA (M7) |
| IMCAP, B. TROPICALIS (D20 |
| IMCAP, BAHIA GRASS (G17) |
| IMCAP, BANANA (F92) |
| IMCAP, BARLEY (F6) |
| IMCAP, BASIL (F269) |
| IMCAP, BAY LEAF (F278) |
| IMCAP, BEECH (T5) |
| IMCAP, BEEF (F27) |
| IMCAP, BERLIN BEETLE (I76 |
| IMCAP, BERMUDA GRASS (G2) |
| IMCAP, BIRCH (T3) |
| IMCAP, BLACK PEPPER (F280 |
| IMCAP, BLACKBERRY (F211) |
| IMCAP, BLOOD WORM (I73) |
| IMCAP, BLUE MUSSEL (F37) |
| IMCAP, BLUEBERRY (F288) |
| IMCAP, BRAZIL NUT (F18) |
| IMCAP, BROCCOLI (F260) |
| IMCAP, BROME GRASS (G11) |
| IMCAP, BRUSSEL SPROUT(F21 |
| IMCAP, BSA (E204) |
| IMCAP, BUCKWHEAT (F11) |

| *Test Name* |
|---|
| IMCAP, C. ACREMONIUM (M20 |
| IMCAP, C. ALBICANS (M5) |
| IMCAP, C. GLOBOSUM (M208) |
| IMCAP, C. HERBARUM (M2) |
| IMCAP, C. LUNATA (M16) |
| IMCAP, CABBAGE (F216) |
| IMCAP, CANARY FEATHER(E20 |
| IMCAP, CANARY GRASS (G71) |
| IMCAP, CAROB (F296) |
| IMCAP, CARROT (F31) |
| IMCAP, CASHEW NUT (F202 ) |
| IMCAP, CAT DANDER (E1) |
| IMCAP, CAULIFLOWER (F291) |
| IMCAP, CELERY (F85) |
| IMCAP, CHEDDAR CHEESE (F8 |
| IMCAP, CHEESE MOLD (F82) |
| IMCAP, CHERRY (F242) |
| IMCAP, CHESTNUT (F299) |
| IMCAP, CHESTNUT (T206) |
| IMCAP, CHICKEN FEATH (E85 |
| IMCAP, CHICKEN MEAT (F83) |
| IMCAP, CHILI PEPPER (F279 |
| IMCAP, CHUB MACKEREL (F50 |
| IMCAP, CINNAMON (F220) |
| IMCAP, CLAM (F207) |
| IMCAP, CLOVE (F268) |
| IMCAP, COCKLEBUR (W13) |
| IMCAP, COCKROACH (I6) |
| IMCAP, COCOA (F93) |
| IMCAP, COCONUT (F36) |
| IMCAP, CODFISH (F3) |
| IMCAP, COFFEE (F221) |
| IMCAP, COMMON MILLET (F55 |
| IMCAP, COMMON RAGWEED (W1 |
| IMCAP, COMMON REED (G7) |
| IMCAP, CORN (F8) |
| IMCAP, CORN (G202) |
| IMCAP, COTTON FIBERS(01) |
| IMCAP, COTTON SEED (K83) |
| IMCAP, COTTONWOOD (T14) |
| IMCAP, COW DANDER (E4) |
| IMCAP, CRAB (F23) |
| IMCAP, CUCUMBER (F244) |
| IMCAP, CULT OAT (G14) |
| IMCAP, CULT RYE GRASS (G1 |

Remedy HEALTH



**NO-COST LABS**

AVAILABLE IN-CLINIC AT ALL LOCATIONS

| *Test Name* |
|---|
| IMCAP, CULT. WHEAT (G15) |
| IMCAP, D. FARINAE (D2) |
| IMCAP, D. MICROCERAS (D3) |
| IMCAP, D. PTERONYSSINUS(D |
| IMCAP, DANDELION (W8) |
| IMCAP, DATE (F289) |
| IMCAP, DILL (F277) |
| IMCAP, DOG DANDER (E5) |
| IMCAP, DUCK FEATH (E86) |
| IMCAP, E. MAYNEI (D74) |
| IMCAP, E.PURPURASCENS(M14 |
| IMCAP, EGG MIX (F245) |
| IMCAP, EGG WHITE (F1) |
| IMCAP, EGG YOLK (F75) |
| IMCAP, EGGPLANT (F262) |
| IMCAP, ELDERTREE (T205) |
| IMCAP, ELM (T8) |
| IMCAP, ENG. PLANTAIN (W9) |
| IMCAP, EUCALYPTUS (T18) |
| IMCAP, EUROPEAN HORNET(I7 |
| IMCAP, F. MONILIFORME (M9 |
| IMCAP, FALSE RAGWEED (W4) |
| IMCAP, FENNEL, FRESH (F27 |
| IMCAP, FERRET EPITH. (E21 |
| IMCAP, FICUS SPECIES (K81 |
| IMCAP, FIRE ANT (I70) |
| IMCAP, FIREBUSH (W17) |
| IMCAP, FOXTAIL MILLET (F5 |
| IMCAP, G. DOMESTICUS (D73 |
| IMCAP, GARLIC (F47) |
| IMCAP, GERBIL (E209) |
| IMCAP, GIANT RAGWEED (W3) |
| IMCAP, GINGER (F270) |
| IMCAP, GLUTEN (F79) |
| IMCAP, GOAT EPITH. (E80) |
| IMCAP, GOAT MILK (F300) |
| IMCAP, GOLDENROD (W12) |
| IMCAP, GOOSE FEATHERS (E7 |
| IMCAP, GR COFFEE BEAN (K7 |
| IMCAP, GRAPE (F259) |
| IMCAP, GRAPEFRUIT (F209) |
| IMCAP, GREEN BEAN (F315) |
| IMCAP, GREEN PEPPER (F263 |
| IMCAP, GUAR BEAN GUM (F24 |
| IMCAP, GUINEA PIG EPITH(E |

| *Test Name* |
|---|
| IMCAP, GUM ARABIC (F297) |
| IMCAP, H. HALODES (M8) |
| IMCAP, HALIBUT (F303) |
| IMCAP, HAMSTER EPITH. (E8 |
| IMCAP, HAZELNUT (F17) |
| IMCAP, HERRING (F205) |
| IMCAP, HICKORY/PECAN (T22 |
| IMCAP, HONEY (F247) |
| IMCAP, HONEY BEE (I1) |
| IMCAP, HORN BEAM (T209) |
| IMCAP, HORSE CHESTNUT(T20 |
| IMCAP, HORSE DANDER (E3) |
| IMCAP, HORSEFLY (I204) |
| IMCAP, HOUSE DUST-GR (H1) |
| IMCAP, HOUSE DUST-HS (H2) |
| IMCAP, INSULIN, HUMAN (C7 |
| IMCAP, ISPAGHULA (K72) |
| IMCAP, ITAL. CYPRESS (T23 |
| IMCAP, JACK MACKEREL (F60 |
| IMCAP, JAPANESE CEDAR (T1 |
| IMCAP, JOHNSON GRASS (G10 |
| IMCAP, JUNE GRASS (G8) |
| IMCAP, KIWI FRUIT (F84) |
| IMCAP, LAMB (F88) |
| IMCAP, LAMBS QTRS (W10) |
| IMCAP, LEMON (F208) |
| IMCAP, LENTILS (F235) |
| IMCAP, LETTUCE (F215) |
| IMCAP, LIME (F306) |
| IMCAP, LINDEN TREE (T208) |
| IMCAP, LOBSTER (F80) |
| IMCAP, LOBSTER,SPINY (F30 |
| IMCAP, LUPIN (W207) |
| IMCAP, M. RACEMOSUS (M4) |
| IMCAP, MACE (F266) |
| IMCAP, MACKEREL (F206) |
| IMCAP, MALT (F90) |
| IMCAP, MANDARIN (F302) |
| IMCAP, MANGO FRUIT (F91) |
| IMCAP, MAPLE (T1) |
| IMCAP, MARE'S MILK(F286) |
| IMCAP, MARJORAM (F274) |
| IMCAP, MEADOW FESCUE (G4) |
| IMCAP, MEADOW FOXTAIL (G1 |
| IMCAP, MELALEUCA (T21) |

| *Test Name* |
|---|
| IMCAP, MELONS (F87) |
| IMCAP, MESQUITE (T20) |
| IMCAP, MILK, BOILED (F231 |
| IMCAP, MOSQUITO (I71) |
| IMCAP, MOUNTAIN CEDAR (T6 |
| IMCAP, MOUSE (E88) |
| IMCAP, MOUSE EPITH. (E71) |
| IMCAP, MOUSE UR PROT (E72 |
| IMCAP, MUGWORT (W6) |
| IMCAP, MUSHROOM (F212) |
| IMCAP, MUSTARD (F89) |
| IMCAP, NETTLE (W20) |
| IMCAP, NUTMEG (F282) |
| IMCAP, OAK (T7) |
| IMCAP, OAT (F7) |
| IMCAP, OCTOPUS (F59) |
| IMCAP, OLIVE TREE (T9) |
| IMCAP, ONION (F48) |
| IMCAP, ORANGE (F33) |
| IMCAP, ORCHARD GRASS (G3) |
| IMCAP, OREGANO (F283) |
| IMCAP, OXEYE DAISY (W7) |
| IMCAP, OYSTER (F290) |
| IMCAP, P. FREQUENTANS(M20 |
| IMCAP, P. NOTATUM (M1) |
| IMCAP, PACIFIC SQUID (F58 |
| IMCAP, PAPAYA (F293) |
| IMCAP, PAPER WASP (I4) |
| IMCAP, PARSLEY (F86) |
| IMCAP, PASSION FRUIT (F29 |
| IMCAP, PEA (F12) |
| IMCAP, PEACH (F95) |
| IMCAP, PEANUT (F13) |
| IMCAP, PEAR (F94) |
| IMCAP, PECAN NUT (F201) |
| IMCAP, PERENNIAL RYE (G5) |
| IMCAP, PERSIMMON (F301) |
| IMCAP, PHOMA BETAE (M13) |
| IMCAP, PINE (T213) |
| IMCAP, PINE NUT (F253) |
| IMCAP, PINEAPPLE (F210) |
| IMCAP, PISTACHIO (F203) |
| IMCAP, PLAICE (F254) |
| IMCAP, PLUM (F255) |
| IMCAP, PON FEATHER(E215) |

Remedy HEALTH



**NO-COST LABS**

AVAILABLE IN-CLINIC AT ALL LOCATIONS

| *Test Name* | *Test Name* | *Test Name* |
|---|---|---|
| IMCAP, POPPY SEED (F224) | IMCAP, SYCAMORE (T11) | LUPIN SEED (F335)IGE |
| IMCAP, PORK (F26) | IMCAP, T. RUBRUM (M205) | LYSOZYME (RK208) IGE |
| IMCAP, POTATO (F35) | IMCAP, T. VIRIDE (M15) | MACADAMIA NUT IGE |
| IMCAP, PRIVET (T210) | IMCAP, T.PUTRESCENTIAE(D7 | MEGRIM (F311) IGE |
| IMCAP, PUMPKIN (F225) | IMCAP, TARRAGON (F272) | MILK SHEEP IGE |
| IMCAP, PUMPKIN SEED (F226 | IMCAP, TEA (F222) | MINT (F332) IGE |
| IMCAP, QUEEN PALM (T72) | IMCAP, THYME (F273) | MOTH IGE |
| IMCAP, R. NIGRICANS (M11) | IMCAP, TIMOTHY GRASS (G6) | OAK, VIRGINIA LIVE |
| IMCAP, RABBIT (F213) | IMCAP, TOMATO (F25) | PAPAIN IGE |
| IMCAP, RABBIT EPITH. (E82 | IMCAP, TROUT (F204) | PAPRIKA (F218) IGE |
| IMCAP, RABBIT URINE (E211 | IMCAP, TUNA (F40) | PEANUT (F13) W/REFL |
| IMCAP, RAPE WEED (W203) | IMCAP, TURKEY FEATHER (E8 | PEPPERTREE IGE |
| IMCAP, RAT (E87) | IMCAP, TURKEY MEAT (F284) | PHTHALIC ANHYDRIDE |
| IMCAP, RAT EPITH. (E73) | IMCAP, VANILLA (F234) | QUINOA IGE* |
| IMCAP, RED KIDNEY BEAN(F2 | IMCAP, VELVET GRASS (G13) | RABBIT SR PROT E206 |
| IMCAP, RED TOP GRASS (G9) | IMCAP, VERNAL GRASS (G1) | RAPE SEED RF316 IGE |
| IMCAP, RG MARSH ELDER (W1 | IMCAP, WALL PELLITORY (W1 | RAST, PENICILLIN G |
| IMCAP, RICE (F9) | IMCAP, WALL PELLITORY (W2 | RAST, PENICILLIN V |
| IMCAP, ROUGH PIGWEED (W14 | IMCAP, WALNUT (F256) | RAST, RASPBERRY |
| IMCAP, RUSS. THISTLE (W11 | IMCAP, WALNUT TREE (T10) | SARDINE PILCHARD 308 |
| IMCAP, RYE (F5) | IMCAP, WEST. RAGWEED (W2) | SOLE,IGE |
| IMCAP, S. BOTRYOSUM (M10) | IMCAP, WH-FACE HORNET (I2 | STAPH ENTERO A IGE |
| IMCAP, SALMON (F41) | IMCAP, WHEAT (F4) | STAPH ENTERO B IGE |
| IMCAP, SARDINE/PILCHARD(F | IMCAP, WHEY (F236) | STAPH ENTERO IGE |
| IMCAP, SCALE (W15) | IMCAP, WHITE ASH (T15) | SUXAMETH (RC202)IGE |
| IMCAP, SCALLOPS (F338) | IMCAP, WHITE BEAN (F15) | SWEET POTATO (F54) |
| IMCAP, SEMINAL FLUID (O70 | IMCAP, WHITE MULBERRY (T7 | T. TRITICI (M201) |
| IMCAP, SESAME SEED (F10) | IMCAP, WHITE PINE (T16) | TRICHOPHYTON MEN.IGE |
| IMCAP, SHEEP EPITH. (E81) | IMCAP, WILD RYE GRASS (G7 | TRIMET ANHYDRIDE K86 |
| IMCAP, SHEEP SORREL (W18) | IMCAP, WILD SILK (K73) | U.CHARTARUM (M204) |
| IMCAP, SHRIMP (F24) | IMCAP, WILLOW (T12) | W HICKORY IGE |
| IMCAP, SNAIL (F314) | IMCAP, WORMWOOD (W5) | WALNUT F256 IGE W/RF |
| IMCAP, SOYBEAN (F14) | IMCAP, YEAST (F45) | WATERMELON IG |
| IMCAP, SPINACH (F214) | IMCAP, YELLOW HORNET (I5) | YELLOW DOCK IGE |
| IMCAP, SPRUCE (T201) | IMCAP, YELLOW JACKET (I3) | HEP B SUR AB QL(REFL) |
| IMCAP, SQUID (F258) | IMCAP,BALD CYPRESS (T37) | HEP B SURF AB QL |
| IMCAP, STACHY(RGM24)IGE | IMCAP,BAYBERRY (T56) IGE | LACTOSE, 5 SPEC 50G |
| IMCAP, STORAGE MITE (D71) | IMCAP,DOG FENNEL IGE | ANAEROBIC CULT. W/GS |
| IMCAP, STRAWBERRY (F44) | IMCAP,RED CEDAR IGE | PROLACTIN, 3 SPEC |
| IMCAP, SUGAR-BEET SEED(F2 | ISOCYANATE HDI (K77) | AMMONIA (P) |
| IMCAP, SUNFLOWER (W204) | ISOCYANATE MDI (K76) | ANTI-DSDNA AB, EIA |
| IMCAP, SUNFLOWER SEED (K8 | ISOCYANATE TDI (K75) | HIV1/2 AG/AB,4 W/RFL |
| IMCAP, SWEET GUM (T211) | JACK FRUIT (F318)IGE | HIV1/2 AG/AB,4 W/RFL |
| IMCAP, SWINE EPITH. (E83) | LATEX (K82) IGE | CREATININE CLEARANCE |
| IMCAP, SWORDFISH (F312) | LIMA BEAN IGE | |

Remedy HEALTH



**NO-COST LABS**

AVAILABLE IN-CLINIC AT ALL LOCATIONS

| *Test Name* |
|---|
| GTT,6 SPECIMEN |
| CORTISOL, 15 MIN |
| CORTISOL, 30 MIN |
| CORTISOL, 60 MIN |
| CORTISOL, A.M. |
| CORTISOL, BASELINE |
| CORTISOL, P.M. |
| CORTISOL, TOTAL |
| IMMUNOGLOBULIN E |
| LITHIUM |
| LYME AB W/REFL BLOT |
| S CL-70 |
| SHBG |
| TESTOS, FR, DIAL, TOTAL |
| DHEA, LC/MS/MS |
| ASO |
| RHEUMATOID FACT. IGA |
| RHEUMATOID FACT(IGM) |
| LYME AB W/REFL IA |
| GTT,7 SPECIMEN |
| BILI,DIRECT,PEDI |
| THYROGLOBULIN AB |
| SurePath (REFL) |
| PROLACTIN, 4 SPEC |
| APOLIPOPROTEIN B |
| CARDIO IQ(TM) APO B |
| CULTURE, BLOOD |
| CULTURE, BLOOD NO. 2 |
| CULTURE, BLOOD NO. 3 |
| MAGNESIUM, RBC |
| MICRONUTRIENT,MG,RBC |
| VITAMIN D,1,25 |
| UBT COLLECTION |
| B2-GLYCO I(IGG) |
| B2-GLYCO I(IGM) |
| OVA AND PARASITE |
| B2-GLYCO I(IGA) |
| FECAL LEUKOCYTE STN |
| CARDIOLIPIN IGA AB |
| CARDIOLIPIN IGG AB |
| CARDIOLIPIN IGM AB |
| CCP AB IGG |
| C-PEPTIDE |
| PTH,INTACT & CALCIUM |
| SALM/SHIG, CULTURE |

| *Test Name* |
|---|
| SJOGRENS AB (SS-B) |
| SM ANTIBODY |
| SM/RNP ABS |
| SS A RO AB(IGG)EIA |
| ANTI-DSDNA,RFX,TITER |
| CHLAM/GC,RNA,TMA,THROAT |
| CHLAMYDIA/N. GON RNA, TMA |
| CHLAMYDIA/N. GON RNA, TMA |
| CHLAMYDIA/N. GONORRHOEAE |
| CT/GC RNA,TMA,UROGEN |
| CT/NG RNA TMA W/REFL |
| CT/NG RNA,TMA (REFL) |
| CULT, FUNGUS (B) |
| HSV 1/2 IGG TYPE SP |
| INSULIN, 2 SPEC |
| MITOCHONDRIAL W/REFL |
| PROLACTIN, 5 SPEC |
| TROPONIN I |
| SHIGA TOXINS E.COLI |
| SJOGREN'S ANTIBODIES |
| MICRONUTRIENT,ZINC,P |
| ZINC (P) |
| CULTURE,AEROB/ANAER |
| AMH, FEMALE |
| AMH, MALE |
| COPPER |
| MICRONUTRIENT,COPPER |
| AFP,TUMOR (CHIRON) |
| LAMOTRIGINE |
| LIPO FRACT,ION MOB |
| QUESTASSURED VIT D |
| QUESTASSURED(TM),INF |
| RHEUMATOID FACT(IGG) |
| THYROGLOBULIN QT |
| VIT D 25OH LC/MS/MS |
| PENICILLOLY G & V |
| JO-1 ANTIBODY |
| RIBOSOMAL P AB |
| LYME DIS IGG/M |
| BLOT REFLEX LYME AB IA |
| CALCIUM, IONIZED |
| SM & SM/RNP ABS |
| QUESTASSURED VIT D |
| CORTISOL, 2 SPEC |
| HBSAG CONFIRMATION |

| *Test Name* |
|---|
| M.GENITALIUM, PCR |
| M.GENITALIUM, TMA |
| TRICHMONAS VAG RNA |
| TRICHOMONAS VAG RNA, QL |
| TROPONIN T |
| TROPONIN T (HS) |
| COMPLEMENT C3C |
| COMPLEMENT C4C |
| CULT, THROAT |
| CHROMATIN AUTO AB |
| LD ISOENZYMES |
| RNP ANTIBODY |
| SODIUM W/O CREAT RAND UR |
| HAPTOGLOBIN |
| HPV GENO 16,18/45 |
| HPV GENO 16,18/45 |
| HPV GENO 16,18/45,P |
| HPV MRNA E6/E7 RFLX |
| HPV MRNA E6/E7 W/RFL |
| HPV MRNA E6/E7, POST |
| HPV MRNAE6/E7,RECTAL |
| HPV RNA HR E6/E7 TMA |
| 17-OHP ROGEST .LC/MSMS |
| INSULIN, 3 SPEC |
| CA 125 |
| HPV GENO 16 AND 18 |
| HPV HR |
| HPV HR |
| BV DNA, QNT REAL-TIME PCR |

## EXHIBIT E: BUSINESS ASSOCIATE AGREEMENT

In accordance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191 ("**HIPAA**") and the Health Information Technology For Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("**HITECH Act**"), Remedy Health shall, to the extent it acts in its capacity as a Business Associate to the Client, adhere to the applicable requirements established in the HIPAA Rules (as defined below) for Business Associates as set forth below.

### 1. Definitions:

Capitalized terms used, but not otherwise defined, in this Attachment shall have the same meaning as those terms as used or defined in the HIPAA Rules, including but not limited to the following terms: Breach, Data Aggregation, Designated Record Set, Individual, Minimum Necessary, Notice of Privacy Practices, Plan Administrator, Required By Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Workforce.

A. "**Business Associate**" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Attachment, shall mean Remedy Health.

B. "**HIPAA Rules**" shall mean the requirements of the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, implementing HIPAA and the HITECH Act, in each case only as of the applicable compliance date for such requirements.

C. "**Incident Response Team**" shall mean the unit designated by Remedy Health that is responsible for investigating and responding to information privacy and security incidents and complaints.

D. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

E. "**Protected Health Information**" ("**PHI**") and "**Electronic Protected Health Information**" ("**EPHI**"). PHI and EPHI shall have the same meaning as such terms as defined in 45 CFR 160.103 but limited to such information created or received by Remedy Health in its capacity as a Business Associate (and not a pharmacy or other health care provider) of Client.

F. "**Security Rule**" shall mean the Standards for Security of Electronic Protected Health Information at 45 CFR parts 160 and 164, subpart C.

### 2. Obligations and Activities of Business Associate:

A. Business Associate agrees not to use or disclose PHI other than as permitted or required by the Agreement or this Attachment, or as permitted or Required By Law.

B. Business Associate agrees to use appropriate safeguards to protect against any use or disclosure of PHI not provided for herein and to comply, where applicable, with Subpart C of 45 CFR Part 164 with respect to EPHI. Without limiting the foregoing, Business Associate

agrees to implement appropriate administrative, physical, and technical safeguards designed to prevent the unauthorized use and disclosure of PHI, and to protect the confidentiality, integrity, and availability of EPHI, including maintaining an Incident Response Team to investigate and respond to unauthorized uses and disclosures of PHI upon learning thereof, as required by 45 CFR § 164.308, 164.310, 164.312, and 164.316, as may be amended from time to time.

C. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Attachment.

D. Business Associate agrees to report to Client, within ten (10) business days of discovery by the Incident Response Team any unauthorized disclosure of the PHI arising from a Security Incident, and otherwise not provided for by the Agreement or permitted under the HIPAA Rules.

E. In accordance with 45 CFR 164.502 (e)(1)(ii) and 164.308(b)(2) Business Associate agrees to require that any Subcontractor to whom it delegates any function or activity it has undertaken to perform on behalf of Client, and whom it provides PHI received from or created on behalf of Client, agrees to substantially the same restrictions and conditions on the use or disclosure of PHI as apply through this Business Associate Agreement through a Business Associate Agreement between such Subcontractor and Business Associate.

F. Upon the Client's written request, and in a reasonable time and manner, Business Associate agrees to provide to Client such PHI maintained by Business Associate in a Designated Record Set as required for Client to respond to a request for access under 45 CFR 164.524.

G. Upon the Client's written request, and in a reasonable time and manner, Business Associate agrees to make available PHI maintained by it in a Designated Record Set, and to make amendments to such PHI, in order for Client to respond to a request for amendment under 45 CFR 164.526.

H. Business Associate agrees to document such disclosures of PHI made by it, and information related to such disclosures, as would be required for Client to respond to a request by an Individual for an accounting of disclosures of PHI under 45 CFR 164.528.

I. Upon written request by Client, and in a reasonable time and manner, Business Associate agrees to provide to Client information collected in accordance with Paragraph I of this Section 2 for Client to provide an accounting under 45 CFR 164.528.

J. To the extent Client specifically delegates to Business Associate one or more of Client's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate agrees to comply with the requirements of Subpart E that apply to Client in the performance of such obligation(s).

K. Following the discovery by Business Associate of any Breach of Unsecured PHI by Business Associate or its Subcontractors, Business Associate agrees to notify Client of such Breach without unreasonable delay, but no later than within five (5) business days after the Incident Response Team is notified of the Breach. Such notification shall include, to the extent available, the identity of each Individual whose Unsecured PHI has been or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during

the Breach. At the time of notification or promptly thereafter as such information becomes available, Business Associate shall also provide Client with such other available information as is required for Client to notify an Individual of the Breach as required by 45 CFR 164.404(c). Business Associate agrees that to the extent the Breach is solely as a result of Business Associate's negligent acts or omissions, Business Associate shall provide the notifications required under 45 CFR 164.404, 45 CFR 164.406 and 164.408(b). Notwithstanding the above, if a law enforcement official provides Business Associate with a statement that the notification required under this paragraph would impede a criminal investigation or cause damage to national security, Business Associate may delay the notification for the period of time set forth in the statement as permitted under 45 CFR 164.412.

**3. Permitted Uses and Disclosures by Business Associate:**

A. Business Associate may use or disclose PHI to perform functions, activities and services for or on behalf of, Client as provided in the Business Associate Agreement. Such uses and disclosures shall be limited to those that would not violate the Privacy Rule if done by Client except that Business Associate may use and disclose PHI:

(i) for the proper management and administration of the Business Associate or to carry out its legal responsibilities; provided that, in the case of any disclosures for either of these purposes, the disclosure is Required by Law or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed, that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and that the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) to provide Data Aggregation services to Client and/or Plan Administrator as permitted by 45 CFR 164.504(e)(2)(i)(B);

B. Business Associate may also use and disclose PHI: (i) to respond to requests for PHI either accompanied by an authorization that meets the requirements of 45 CFR 164.508 or from a covered entity or health care provider in accordance with 45 CFR 164.506(c); (ii) to de-identify the information or create a limited data set in accordance with 45 CFR §164.514, which de-identified information or limited data set may be used and disclosed by Business Associate as permitted by law, including HIPAA; (iii) to report violations of law to appropriate federal and state authorities, consistent with 45 CFR §164.502(j)(1); and (iv) as authorized in writing by Client.

C. Business Associate agrees to request, use, and disclose PHI in compliance with the Minimum Necessary standard of the HIPAA Rule.

**4. Obligations of Client:**

A. Client shall provide PHI to Business Associate in compliance with the Minimum Necessary standard of the Privacy Rule. Client shall not ask or require Business Associate to use or disclose PHI in a manner in which Client could not do as a Covered Entity except as permitted by 45 CFR 164.504(e) to perform Data Aggregation services.

B. Client represents and warrants that its Notice of Privacy Practices complies with 45 C.F.R. 164.520 and permits Client to use and disclose PHI in the manner that Business Associate is authorized to use and disclose PHI under this Attachment.

C. To the extent that the Client honors a request to restrict the use or disclosure of PHI pursuant to 45 C.F.R. 164.522(a), Client agrees not to provide such PHI to Business Associate unless Client notifies Business Associate of the restriction and Business Associate advises Client that it is able to accommodate the restriction. Client agrees to reimburse Business Associate for any increase in costs required to accommodate such restriction.

D. Client shall be responsible for using administrative, physical, and technical safeguards at all times to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate in accordance with the standards and requirements of the HIPAA Rules, until such PHI is received by Business Associate.

E. Client shall obtain any consent or authorization that may be required by applicable federal or state laws in order for Business Associate to provide its services under the Agreement.

F. Client shall provide to Business Associate a written list of the names of those individuals in its Workforce that are authorized to receive or access PHI on its behalf, and to provide reasonable prior written notice to Business Associate of any changes to such list.

**5. Miscellaneous:**

A. Regulatory References. A reference in this Attachment to a section in the HIPAA Rules means the section as in effect or as amended, and as of its applicable compliance date.

B. Changes to this Attachment. The Parties agree to negotiate in good faith to amend this Attachment or the Agreement as necessary to comply with any changes in the HIPAA Rules. If, within sixty (60) business days after Business Associate receives a proposed amendment for this purpose from Client, the Parties are unable in good faith to reach agreement on its terms, either Party may terminate the Agreement and this Attachment by written notice to the other.

C. Interpretation. Any ambiguity in this Attachment shall be resolved to permit the Parties to comply with the HIPAA Rules.



Remedy
HEALTH

# City of Broken Arrow

## Request for Action

**File #:** 26-397, **Version:** 1

**Broken Arrow City Council**
**Meeting of: 04-07-2026**

**Title:**
Approval of and authorization to renew subscription to SolarWinds Web-Service Desk pursuant to the Oklahoma State Purchasing Contract

**Background:**
This is part of our ongoing growth in IT and to establish our ITSM solution.

SolarWinds Web-Service Desk provides IT with a Helpdesk ticketing program that is integrated with an IT asset management database and Change Management processes, as well as integration with our current Network Management System that will automatically create and assign tickets based on alerts.

Also, it is anticipated there will be sufficient unencumbered funds budgeted for this agreement:

Year 1: $36,071.88

Year 2: $37,564.68

Year 3: $37,564.68

Total: $111,201.24

Purchasing via SHI using the listed State Contract:

Contract Name: OK- Software & Services

Contract #: SW1041SH

**Cost:** Year 1 $36,071.88

**Funding Source:** IT Maintenance budget

**Requested By:** Scott Carr, Director IT

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

**Attachments:** Attached

**Recommendation:**
Approve and authorize to renew our subscription to SolarWinds Web-Service Desk

pursuant to the Oklahoma State Purchasing Contract

Pricing Proposal
Quotation #: 27353063
Created On: 3/31/2026
Valid Until: 4/15/2026

## OK-City of Broken Arrow

**Phil Morris**
, OK
United States
Phone: 918-259-2400 ext.6565
Email: pmorris@brokenarrowok.gov

## Inside Account Manager

**Bill Dolan**
290 Davidson Ave
Somerset, NJ 08873
Phone: 800-527-6389 EXT 555xxxx
Email: Bill_Dolan@shi.com

All Prices are in US Dollar (USD)

| | Product | Qty | Your Price | Total |
|---|---|---|---|---|
| 1 | Premier Service Agent Users - Subscription (1-49 Units) (1Y)<br>SolarWinds - Part#: 1231002-A<br>Contract Name: OK- Software & Services<br>Contract #: SW1041SH<br>Serial #: SW210752<br>**Note:** YEAR 1 | 30 | $1,087.52 | $32,625.60 |
| 2 | Premier Asset Management (500 Asset Pack) - Subscription - Service with Co-Terminus Maintenance (expiring same day as Service Agent license) (1+ Units)<br>SolarWinds - Part#: 1231003<br>Contract Name: OK- Software & Services<br>Contract #: SW1041SH<br>Serial #: SW210752<br>**Note:** YEAR 1 | 4 | $861.57 | $3,446.28 |
| 3 | Premier Service Agent Users - Subscription (1-49 Units) (1Y)<br>SolarWinds - Part#: 1231002-A<br>Contract Name: OK- Software & Services<br>Contract #: SW1041SH<br>Serial #: SW210752<br>**Note:** YEAR 2 | 30 | $1,137.28 | $34,118.40 |
| 4 | Premier Asset Management (500 Asset Pack) - Subscription - Service with Co-Terminus Maintenance (expiring same day as Service Agent license) (1+ Units)<br>SolarWinds - Part#: 1231003<br>Contract Name: OK- Software & Services<br>Contract #: SW1041SH<br>Serial #: SW210752<br>**Note:** YEAR 2 | 4 | $861.57 | $3,446.28 |
| 5 | Premier Service Agent Users - Subscription (1-49 Units) (1Y)<br>SolarWinds - Part#: 1231002-A | 30 | $1,137.28 | $34,118.4[illegible] |

| | | | | |
|---|---|---|---|---|
| | Contract Name: OK- Software & Services<br>Contract #: SW1041SH<br>Serial #: SW210752<br>**Note:** YEAR 3 | | | |
| 6 | Premier Asset Management (500 Asset Pack) - Subscription - Service with Co-Terminus Maintenance (expiring same day as Service Agent license) (1+ Units)<br>SolarWinds - Part#: 1231003<br>Contract Name: OK- Software & Services<br>Contract #: SW1041SH<br>Serial #: SW210752<br>**Note:** YEAR 3 | 4 | $861.57 | $3,446.28 |
| | | | Total | $111,201.24 |

**Additional Comments**

SolarWinds has a no returns policy.

This is a multi-year contract which is paid annually according to the schedule above should the end customer elect to renew their subscription licenses as set forth in this Order for the additional multi-year option years presented, the cost to renew the subscription license(s) for such option periods, immediately following completion of the initial term set forth in this Order, shall be at the pricing set forth above. Notwithstanding anything set forth herein to the contrary, no early termination fee found in separate SolarWinds terms shall apply.If a public sector customer cancels or terminates its corresponding Order or SOW with SHI, SHI's higher tier partner, or a reseller, as applicable, then SHI will have the right to cancel the related Order or SOW with Carahsoft in the same manner as the cancellation or termination is presented by the Customer. In such cancellation event, SHI will notify Carahsoft as soon as reasonably possible on the specific details of the Order or SOW cancellation.

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 #:** 26-470, **Version:** 1

**Broken Arrow City Council**
**Meeting of: 04-07-2026**

**Title:**

Approval of and authorization to execute the Amendment to the Contract for FY2024 Community Development Block Grant (CDBG) Urban County Project between the City of Broken Arrow and the Tulsa County CDBG Urban County and approve and authorize execution of Fiscal Year 2026 Budget Amendment Number 25

**Background:**
In March of 2024, City Council approved the Federal Fiscal Year 2024 (FFY2024) CDBG application which was awarded by the Indian Nations Council of Governments (INCOG). This application included funding for the College Addition roadway improvements project (ST24170). The ST24170 was designed, bid and construction is now substantially complete. All available CDBG funds provided were utilized on the project and additional City funds were needed to supplement construction.

Having identified additional unobligated CDBG funds, $111,063.08, that need to be expended according to federal requirements, INCOG inquired of City staff if said unobligated funds could be utilized on the College Addition project. Staff agreed to utilize the additional CDBG funds to replace City funding which was required to award the construction project. The attached amendment formalizes acceptance of the additional CDBG funds.

**Cost:** $111,063.08

**Funding Source:** Fund 335 CDBG Urban County

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

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

**Attachments:** Tulsa County CDBG Urban County Amendment and FY2026 BA #25

**Recommendation:**
Approval of and authorization to execute the Amendment to the Contract for FY2024 Community Development Block Grant (CDBG) Urban County Project between the City of Broken Arrow and the Tulsa County CDBG Urban County and approve and authorize execution of Fiscal Year 2026 Budget Amendment Number 25.

# AMENDMENT TO CONTRACT FOR
# FY2024 CDBG URBAN COUNTY PROJECT
BETWEEN
## CITY OF BROKEN ARROW
AND
## TULSA COUNTY CDBG URBAN COUNTY

In accordance with the terms of the contract approved February 3, 2025 CMF#20250191 and renewed on July 7, 2025 CMF#20251397, it is hereby mutually agreed that:

1. The City shall be allocated an additional $111,063.08 from unobligated Tulsa County CDBG Urban County funds and the total under this contract shall be $552,148.46 for infrastructure improvements consisting of street improvements in College Addition.

IN WITNESS WHEREOF, TULSA COUNTY BOARD OF COMMISSIONERS and CITY OF BROKEN ARROW have executed this AMENDMENT as of April 7, 2026.

TULSA COUNTY
BOARD OF COMMISSIONERS

By: _____
Chairman

ATTEST:

_____
County Clerk

CITY OF BROKEN ARROW

By: _____
Mayor

ATTEST:

_____
City Clerk

Approved as to Form:

D. Graham Parker
_____
Assistant City Attorney

## Fund 335 - HOUSING AND URBAN DEVELOPMENT
## Budget Amendment #25
## Fiscal Year 2026
## 4/7/2026

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

| Account Number | Description | Balance before Amendment | Amount of Amendment | Balance after Amendment |
|---|---|---|---|---|
| 335-437000 | CDBG URBAN COUNTY | $ 902,170.00 | $ 111,063.08 | $ 1,013,233.08 |
| | | **$ 902,170.00** | **$ 111,063.08** | **$ 1,013,233.08** |

**Appropriations**

| Account Number | Project | Description | Budget before Amendment | Amount of Amendment | Budget after Amendment |
|---|---|---|---|---|---|
| 3358024-570150 | ST24170 | COLLEGE ADDITION | $ 441,085.00 | $ 111,063.08 | $ 552,148.08 |
| | | | **$ 441,085.00** | **$ 111,063.08** | **$ 552,148.08** |

**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. Having identified additional unobligated CDBG funds, $111,063.08, that need to be expended according to federal requirements, INCOG inquired of City staff if said unobligated funds could be utilized on the College Addition project. Staff agreed to utilize the additional CDBG funds to replace City funding which was required to award the construction project. Budget Amendment #25 recognizes the additional CDBG Urban County revenue and appropriates that revenue for Project ST24170 (College Addition Street Rehab).**

**Approved by City Council**
**Tuesday, April 7, 2026**

**Attest by Clerk**

**Mayor, Debra Wimpee**

**Curtis Green**

# City of Broken Arrow

## Request for Action

**File #:** 26-427, **Version:** 1

**Broken Arrow City Council**
**Meeting of: 04-07-2026**

**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:

- Amendment #1 to the Professional Consultant Services Agreement to perform professional survey services for the Millicent Pond II Drainage Improvements project (SW26120) - Tulsa Engineering and Planning Associates, Inc.
- Amendment #1 to the Professional Consultant Services Agreement to perform professional services for the S. 195th Ave. Storm Sewer Design project (SW25030) - Cross Timbers Consulting, LLC
- Amendment #1 to the Professional Consultant Services Agreement to perform professional survey services for the Indian Springs Storm Sewer Improvements project (SW26100) - Tulsa Engineering and Planning Associates, Inc.
- Amendment #1 to the Professional Consultant Services Agreement to perform professional survey services for the S. Harp Blvd. Drainage Improvements project (SW25130) - Geodeca, LLC
- Professional Consultant Services Agreement to perform professional services for Baseline Creek Monitoring (SW25110) - Green Country Testing
- Professional Consultant Services Agreement to perform grounds maintenance cycle for 8 parks. - American Services, Inc.
- Professional Consultant Services Agreement to perform rose plant maintenance. - Gerald Jimenez/Roses

R Us

**Cost:**

1. $680.00
2. $1,600.00
3. $1,056.00
4. $1,170.00
5. $9,250.00
6. $1,073.05
7. $3,080.00

**Funding Source:**

1. 2018 General Obligation Bond
2. Stormwater Professional Services
3. 2018 General Obligation Bond
4. 2018 General Obligation Bond
5. Stormwater Professional Services
6. Parks and Recreation O&M Budget
7. Parks and Recreation O&M Budget

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

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

**Attachments:**

1. 20260317-MillicentPondSurveyAmendment1.Executed-SW26120
2. 20260318-Amendment#1.Executed-SW25030
3. 20260318-IndianSpringsSurveyAmendment1.Executed-SW26100
4. 20260331-HarpBlvdSurveyAmendment1.Executed-SW25130
5. 20260330-Green Country Testing Contract.Executed-SW25110
6. American Services, INC 2026
7. GERALD JIMENEZ-ROSES R US LLC

**Recommendation:**
No Action Required

**AMENDMENT NO. 1**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.**
**FOR**
**MILLICENT POND II DRAINAGE IMPROVEMENTS - SURVEY**
**PROJECT NO. SW26120**

THIS **AMENDMENT NO. 1**, made and entered into this 7th day of April 2026, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Tulsa Engineering and Planning Associates, Inc., hereinafter referred to as "ENGINEER";

**WITNESSETH:**

**WHEREAS**, CITY and ENGINEER entered into an Agreement dated January 26th, 2026 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires ENGINEER to provide a topographic survey for the (project) swale adjacent to the Millicent Pond II subdivision for drainage improvements.

**WHEREAS**, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include permanent easement documents for the overland drainage swale adjacent to Millicent Pond II subdivision.

**WHEREAS,** the ORIGINAL AGREEMENT and Amendments No. 1 through No. 1 shall hereinafter collectively be referred to as the "Agreement"; and

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

**WHEREAS**, SURVEYOR 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 SURVEYOR to provide permanent easement documents for the overland drainage swale adjacent to the Millicent Pond II subdivision.

**2. CHANGE IN CONTRACT AMOUNT.**

As compensation for the additional work, CITY shall pay SURVEYOR in accordance with the terms as a change in the contract amount;

| | | |
|---|---|---|
| Original Contract Amount executed January 26th, 2026 | $ | 3,000.00 |
| Amendment No. 1 | $ | 680.00 |
| Revised Total Contract Amount | $ | 3,680.00 |

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 1 is 30 days from Notice to Proceed.

**4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 1 is effective upon signature of both parties.

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

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

**OWNER:**
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: 3/17/26

**CONSULTANT:**
Tulsa Engineering and Planning Associates, Inc.

By: _____
Russell K. Fischer, President

Date: 13MAR2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: Curtis Green
City Clerk [Seal]

Date: 3/19/2026

Attest: _____
Kirk Richardson,
Secretary/Treasurer

Date: 3/13/26

Approved as to form:

D. Graham Parker
Assistant City Attorney

**VERIFICATION**

State of Oklahoma )
) §
County of Tulsa )

Before me, a Notary Public, on this 13th day of March, 2026, personally appeared Russell K. Fischer, known to be the President of Tulsa Engineering and Planning Associates, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

MAY 31, 2028

_____
Notary Public

JACK TABER
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES MAY 31, 2028
COMMISSION #12005192

**ATTACHMENT A**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.**
**FOR**
**MILLICENT POND II DRAINAGE IMPROVEMENTS - SURVEY**
**PROJECT SW26120**

## SCOPE OF SERVICES

### 1.0 AMENDMENT SCOPE

1.1 Provide Permanent Easement documents over the existing overland drainage swale adjacent to the Millicent Pond II subdivision.

**ATTACHMENT B**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.**
**FOR**
**MILLICENT POND II DRAINAGE IMPROVEMENTS - SURVEY**
**PROJECT SW26120**

## ORGANIZATION OF SUBMITTAL DOCUMENTS

1.0 PERMANENT EASEMENT DOCUMENTS: The CONSULTANT shall submit in-full permanent easement documents in PDF format. It can be submitted via email, data download, or memory stick. The City will be responsible for obtaining and filing the easements.

**ATTACHMENT C**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.**
**FOR**
**MILLICENT POND II DRAINAGE IMPROVEMENTS - SURVEY**
**PROJECT SW26120**

## 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 Permanent Easement Documents: The OWNER shall pay the CONSULTANT a lump sum amount of $680.00 for the completion of the permanent easement documents. 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**
**TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.**
**FOR**
**MILLICENT POND II DRAINAGE IMPROVEMENTS - SURVEY**
**PROJECT SW26120**

## PROJECT SCHEDULE

**1.0 PERMANENT EASEMENT DOCUMENTS:** 30 Calendar days from NTP

**AMENDMENT NO. 1**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**CROSS TIMBERS CONSULTING**
**FOR**
**PROJECT NAME: S. 195TH AVE. STORM SEWER IMPROVEMENTS**
**PROJECT NO. SW25030**

THIS **AMENDMENT NO. 1**, made and entered into this 7th day of April 2026, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Cross Timbers Consulting, hereinafter referred to as "ENGINEER";

**WITNESSETH:**

**WHEREAS**, CITY and ENGINEER entered into an Agreement dated May 20th, 2025 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires ENGINEER to prepare construction documents for bidding purposes for the S. 195th Ave. Storm Sewer Improvements in the Steeple Chase subdivision.

**WHEREAS**, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include temporary construction easements and flowline depths of the Green Country Sanitary Sewer within the project area.

**WHEREAS,** the ORIGINAL AGREEMENT and Amendments No. 1 through No. 1 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 ENGINEER to provide four temporary construction easements and flowline depths of the Green County Sanitary Sewer within the project area.

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 May 20th, 2025 | $ 42,755.00 |
| Amendment No. 1 | $ 1,600.00 |
| Revised Total Contract Amount | $ 44,355.00 |

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 1 is 30 days from Notice to Proceed.

**4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 1 is effective upon signature of both parties.

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

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

**OWNER:**
City of Broken Arrow, a Municipal Corporation

By: Michael L. Spurgeon
Michael L. Spurgeon, City Manager

Date: 3/17/26

**CONSULTANT:**

Cross Timbers Consulting

By: Thomas Edwards
Thomas Edwards, President

Date: 3/13/26

(CORPORATE SEAL, IF APPLICABLE)

Attest: Curtis Green
City Clerk [Seal]

Date: 3/18/2026

Attest: Carla J. Edwards
Carla Edwards, Director of Finance, Operations, and Business Development

Date: 3/13/26

Approved as to form:

D. Graham Parker
Assistant City Attorney

**VERIFICATION**

State of Oklahoma )
) §
County of McClain )

Before me, a Notary Public, on this 13th day of March, 2026, personally appeared Thomas Edwards, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Cross Timbers Consulting, 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:

8/23/28

Megan Hightower
Notary Public

**ATTACHMENT A**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**CROSS TIMBERS CONSULTING**
**FOR**
**S. 195TH AVE. STORM SEWER IMPROVEMENTS**
**PROJECT SW25030**

## SCOPE OF SERVICES

### 1.0 AMENDMENT SCOPE

1.1 Provide Temporary Construction Easements and Sanitary Sewer manhole depths within the project area.

**ATTACHMENT B**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**CROSS TIMBERS CONSULTING**
**FOR**
**S. 195TH AVE. STORM SEWER IMPROVEMENTS**
**PROJECT SW25030**

## ORGANIZATION OF SUBMITTAL DOCUMENTS

1.0 TEMPORARY CONSTRUCTION EASEMENTS: The CONSULTANT shall submit in-full four (4) temporary construction easements within the project area. PDFs of the temporary easements can be submitted via email, data download, or memory stick.

2.0 SANITARY SEWER DEPTHS: Provide measure down depths within project area and show on the engineering plans the location of the sanitary sewer in relation to the proposed storm sewer system. Data to be provided on the Final engineering plans.

**ATTACHMENT C**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**CROSS TIMBERS CONSULTING**
**FOR**
**S. 195TH AVE. STORM SEWER IMPROVEMENTS**
**PROJECT SW25030**

## 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 Survey – Easements and Sanitary Sewer Measure Down Depths: The OWNER shall pay the CONSULTANT a lump sum amount of $1,600.00 for the completion of the easements and measure down data. 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**
**CROSS TIMBERS CONSULTING**
**FOR**
**S. 195TH AVE. STORM SEWER IMPROVEMENTS**
**PROJECT SW25030**

## PROJECT SCHEDULE

1.0 **EASEMENTS AND MEASURE DOWN DATA:** To be provided 30 days from effective date of signature of both parties.

**AMENDMENT NO. 1**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.**
**FOR**
**INDIAN SPRINGS STORM SEWER IMPROVEMENTS SURVEY**
**PROJECT NO. SW26100**

THIS **AMENDMENT NO. 1**, made and entered into this 7th day of April 2026, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Tulsa Engineering and Planning Associates, Inc., hereinafter referred to as "ENGINEER";

**WITNESSETH:**

**WHEREAS**, CITY and ENGINEER entered into an Agreement dated September 3rd, 2025 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires ENGINEER to provide a topographic survey for the (project) Indian Springs Storm Sewer Improvements project.

**WHEREAS**, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include permanent easement documents for the existing storm sewer on the Indian Springs Golf Course.

**WHEREAS,** the ORIGINAL AGREEMENT and Amendments No. 1 through No. 1 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 SURVEYOR to provide permanent easement documents for the existing storm sewer along the Indian Springs Golf Course.

**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 September 3rd, 2025 | $ | 6,500.00 |
| Amendment No. 1 | $ | 1,056.00 |
| Revised Total Contract Amount | $ | 7,556.00 |

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 1 is 30 days from Notice to Proceed.

**4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 1 is effective upon signature of both parties.

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

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

**OWNER:**
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: 3/17/26

**CONSULTANT:**
Tulsa Engineering and Planning Associates, Inc.

By: _____
Russell K. Fischer, President

Date: 13 MAR 2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: Curtis Green
City Clerk [Seal]

Date: 3/18/2026

Attest: _____
Kirk Richardson,
Secretary/Treasurer

Date: 3/13/26

Approved as to form:

D. Graham Parker
Assistant City Attorney

**VERIFICATION**

State of Oklahoma )
) §
County of Tulsa )

Before me, a Notary Public, on this 13th day of March, 2026, personally appeared Russell K. Fischer, known to be the President of Tulsa Engineering and Planning Associates, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

MAY 31, 2028

_____
Notary Public

JACK TABER
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES MAY 31, 2028
COMMISSION #12005192

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.
FOR
INDIAN SPRINGS STORM SEWER IMPROVEMENTS SURVEY
PROJECT SW26100

## SCOPE OF SERVICES

### 1.0 AMENDMENT SCOPE

1.1 Provide Permanent Easement documents over the existing storm sewer along the Indian Springs Golf Course.

**ATTACHMENT B**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.**
**FOR**
**INDIAN SPRINGS STORM SEWER IMPROVEMENTS SURVEY**
**PROJECT SW26100**

## ORGANIZATION OF SUBMITTAL DOCUMENTS

1.0 PERMANENT EASEMENT DOCUMENTS: The CONSULTANT shall submit in-full permanent easement documents in PDF format. It can be submitted via email, data download, or memory stick. The City will be responsible for obtaining and filing the easements.

**ATTACHMENT C**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.**
**FOR**
**INDIAN SPRINGS STORM SEWER IMPROVEMENTS SURVEY**
**PROJECT SW26100**

## 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 Permanent Easement Documents: The OWNER shall pay the CONSULTANT a lump sum amount of $1,056.00 for the completion of the permanent easement documents. 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**
**TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.**
**FOR**
**INDIAN SPRINGS STORM SEWER IMPROVEMENTS SURVEY**
**PROJECT SW26100**

## PROJECT SCHEDULE

**1.0 PERMANENT EASEMENT DOCUMENTS:** 30 Calendar days from NTP

**AMENDMENT NO. 1**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**GEODECA, LLC**
**FOR**
**S. HARP BLVD. DRAINAGE IMPROVEMENTS**
**PROJECT NO. SW25130**
Agenda Item 26-457

THIS **AMENDMENT NO. 1**, made and entered into this 7th day of April 2026, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and GEODECA, LLC, hereinafter referred to as "ENGINEER";

**WITNESSETH:**

**WHEREAS**, CITY and ENGINEER entered into an Agreement dated June 26th, 2025 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires SURVEYOR to provide a topographic survey for the drainage improvements project in the Cambridge Estates subdivision.

**WHEREAS**, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include permanent and temporary easement documents for the proposed storm sewer in the Cambridge Estates subdivision.

**WHEREAS,** the ORIGINAL AGREEMENT and Amendments No. 1 through No. 1 shall hereinafter collectively be referred to as the "Agreement"; and

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

**WHEREAS**, SURVEYOR 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 SURVEYOR to provide permanent and temporary easement documents for the proposed storm sewer located in the Cambridge Estates subdivision.

**2. CHANGE IN CONTRACT AMOUNT.**

As compensation for the additional work, CITY shall pay SURVEYOR in accordance with the terms as a change in the contract amount;

| | | |
|---|---|---|
| Original Contract Amount executed January 26th, 2026 | $ | 5,100.00 |
| Amendment No. 1 | $ | 1,170.00 |
| Revised Total Contract Amount | $ | 6,270.00 |

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 1 is 15 days from Notice to Proceed.

**4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 1 is effective upon signature of both parties.

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

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

Broken Arrow Municipal Authority:

By: Kenneth Schwab
Kenneth D. Schwab, Assistant City Manager-Operations
Date: 3/30/2026

Attest: Curtis Green
Secretary [Seal]
Date: 3/31/2026

BROKEN ARROW MUNICIPAL AUTHORITY CORPORATE SEAL OKLAHOMA

Professional Service Provider:
Geodecca, LLC

By: Carrie Muzika
Carrie Muzika
Title: Managing Member
Date: 3/18/26

Attest:
By: Russell Muzika
Russell Muzika
Title: Office Manager
Date: 3/18/26

Approved as to form:

D. Graham Parker
Assistant City Attorney

**VERIFICATIONS**

State of Oklahoma )
) §
County of Tulsa )

Before me, a Notary Public, on this 18th day of March 2026 Russell, personally appeared Russell Muzika, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: LLC Member (Please circle or specify) of Geodecca, LLC to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

JACOB ROBERT ELLIOTT
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES MAY 28, 2029
COMMISSION # 25006316

Notary Public

**ATTACHMENT A**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**GEODECA, LLC**
**FOR**
**S. HARP BLVD. DRAINAGE IMPROVEMENTS**
**PROJECT SW25130**

## SCOPE OF SERVICES

### 1.0 AMENDMENT SCOPE

1.1 Provide Permanent and Temporary Easement documents over the proposed storm sewer in the Cambridge Estates subdivision.

**ATTACHMENT B**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**GEODECA, LLC**
**FOR**
**S. HARP BLVD. DRAINAGE IMPROVEMENTS**
**PROJECT SW25130**

## ORGANIZATION OF SUBMITTAL DOCUMENTS

1.0 PERMANENT EASEMENT DOCUMENTS: The CONSULTANT shall submit in-full permanent and temporary easement documents in PDF format. It can be submitted via email, data download, or memory stick. The City will be responsible for obtaining and filing the easements.

**ATTACHMENT C**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**GEODECA, LLC**
**FOR**
**S. HARP BLVD. DRAINAGE IMPROVEMENTS**
**PROJECT SW25130**

## 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 Permanent Easement Documents: The OWNER shall pay the CONSULTANT a lump sum amount of $1170.00 for the completion of the permanent easement documents. 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**
**GEODECA, LLC**
**FOR**
**S. HARP BLVD. DRAINAGE IMPROVEMENTS**
**PROJECT SW25130**

## PROJECT SCHEDULE

**1.0 PERMANENT EASEMENT DOCUMENTS:** 15 Calendar days from NTP

**CITY OF BROKEN ARROW**
**PROFESSIONAL SERVICES AGREEMENT**
**BASELINE CREEK MONITORING 10 VARIOUS LOCATIONS**

**1. PROFESSIONAL SERVICE PROVIDER:**

a. Name: Green Country Testing.

b. Telephone No.:918-828-9977

c. Address: 6825 East 38th Street, Tulsa Ok. 74145

**2. PROJECT TITLE AND LOCATION:** BASELINE CREEK MONITORING, 10 VARIOUS LOCATIONS IN BROKEN ARROW, OKLAHOMA

**3. Contract for:** Providing professional baseline creek monitoring services works projects for the City of Broken Arrow. Professional services to include planning and preparation, collection, transportation, testing, analysis, and reporting. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in Attachment A hereto. The Professional Service Provider agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

**4. Compensation:** Professional Service Provider shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed Nine Thousand Two Hundred Fifty Dollars and No/100 ($9,250.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

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

**6. Time for Performance:** These duties, responsibilities and requirements shall begin in May 2026 and continue until the end of September 2026. 10 baseline creek monitoring locations will be tested for Escherichia (E.coli) Bacterium once each month. The City will issue a Notice to Proceed of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

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

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

(1) General Liability Insurance, with a combined single limit of $1,000,000 for each occurrence and $1,000,000 in the aggregate;

(2) Automobile Liability Insurance, with a combined single limit of not less than $1,000,000 for each person, not less than $1,000,000 for each accident and not less than $1,000,000 for property damage; and

(3) Professional Liability Insurance, with a limit of $1,000,000 annual aggregate.

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

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

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

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

**11. Electronic Signatures**:

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

electronically signed and/or submitted documents.

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

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

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

REMAINDER OF PAGE INTENTIONALLY BLANK

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

**City of Broken Arrow, a municipal corporation:**

**By:** _____
**Michael Spurgeon, City Manager**

**Date:** _____

**Attest:** _____
**City Clerk [Seal]**

**Date:** 3/26/26

**Professional Service Provider:**
**Green Country Testing**

**By:** _____
**Brian Duzan**

**Title:** Project Manager

**Date:** 3/23/26

**Attest:**
**By:** _____

**Title:** Sales Manager

**Date:** 3/23/26

**Approved as to form:**

D. Graham Parker
**Assistant City Attorney**

CITY OF BROKEN ARROW OKLAHOMA TULSA COUNTY

**VERIFICATIONS**

**State of Oklahoma )**
**) §**
**County of Tulsa )**

**Before me, a Notary Public, on this** 23 **day of** March **2026, personally appeared** BRIAN DUZAN, **known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other:** PRESIDENT **(Please circle or specify) of Name to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.**

Notary Public State of Oklahoma
Jacob Tyler
My Commission # 23014113
Expires 10/23/2027

_____
**Notary Public**

**CITY OF BROKEN ARROW**
**PROFESSIONAL SERVICES AGREEMENT**
**BASELINE CREEK MONITORING 10 VARIOUS LOCATIONS**

## ATTACHMENT A

**SP - 1.0 SCOPE OF THE PROJECT:**

1.1. Providing Professional baseline creek monitoring between May 2026 to September 2026. Services performed to include ten (10) various monitoring locations to be furnished by the City of Broken Arrow that will be tested once each month. Work performed under the contract shall be performed on a not to exceed contract as requested by the City.

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

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

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

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

3.1 The Professional Service Provider shall provide all testing, field reports, lab results and other relevant information will be provided to the City. See attached Exhibit 1 for 10 baseline creek monitoring site locations.

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

[END OF ATTACHMENT A]

GREECOU-11 KPIRON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/23/2026

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| INSURICA<br>5100 N. Classen Blvd, #300<br>Oklahoma City, OK 73118 | PHONE (A/C, No, Ext): (405) 523-2100 | FAX (A/C, No): (405) 556-2332 |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Hartford Insurance Group | NA |
| INSURED | INSURER B : Nutmeg Insurance Company | 39608 |
| Green Country Testing, Inc.<br>6825 E 38th St<br>Tulsa, OK 74145 | INSURER C : Hartford Fire Insurance Company | 19682 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | 38 SBA BF9BRV | 7/1/2025 | 7/1/2026 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | X Dummy Desc so this m | | | | | | MED EXP (Any one person) | $ 10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | POLICY PRO-JECT LOC | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | 38UECEM6705 | 7/1/2025 | 7/1/2026 | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | X Dummy Desc so this m | | | | | | | $ |
| A | X UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | 38 SBA BF9BRV | 7/1/2025 | 7/1/2026 | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | Dummy Desc so t | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N / A | | 38WECBG0S4W | 7/1/2025 | 7/1/2026 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

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

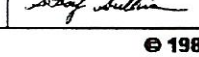
**CERTIFICATE HOLDER**

City of Broken Arrow
485 N. Poplar Ave
PO Box 610
Broken Arrow, OK 74013

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE



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# THE CITY OF BROKEN ARROW AND AMERICAN SERVICES, INC. AGREEMENT

This agreement made and entered into this __1__ day of __May_____, 2026, by and between the City of Broken Arrow, Oklahoma, hereinafter designated as "the City," and **American Services, Inc.**, of Tulsa, Oklahoma.

**WHEREAS**, said American Services, Inc., in consideration of the payments hereinafter specified and agreed to be made by the City, hereby covenants and agrees to perform all services as set forth herein to perform ground maintenance; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants, the parties hereto agree that the City shall pay American Services, Inc., an amount as set forth herein, for services rendered in accordance with this Agreement and the other attachments hereto all of which are hereby incorporated into and made a part of this agreement. The parties hereto agree as follows:

I. Adoption by Reference: The Request Quotation hereinafter know as Exhibit "A" is hereby adopted as part of this agreement.

II. Duties of American Services, Inc.: American Services, Inc., hereby agrees to complete the work identified in the **SCOPE OF WORK** in Exhibit "A" for the designated 8 park **PROJECT SITES** identified in Exhibit "A" . American Service, Inc.; will provide all necessary equipment to perform such duties. Any ruts and/or damages caused by American Service, Inc., will be repaired by American Services, Inc. as soon as practicable at no cost to the City. The dates during which the work shall be completed shall be determined by a City of Broken Arrow Department designee based on active growing conditions and available funding.

III. Compensation: American Services, Inc., agrees to perform the tasks as identified in the **SCOPE OF WORK** in Exhibit "A" for the designated 8 park **PROJECT SITES**, in accordance with the bid previously submitted and included in Exhibit "A". More specifically, American Services, Inc., shall be paid $1073.05 per completed grounds maintenance cycle. American Services, Inc., shall submit an invoice to the City weekly, at the completion of each grounds maintenance cycle, with the date and services provided to each project site.

IV. Duties of the City: In consideration of the agreement on the part of American Services, Inc., the City agrees to pay American Services, Inc., in accordance with Exhibit "A".

V. Term: This agreement shall be effective as of the date written above and shall continue until September 30th 2026.

VI. Governing Law: This Agreement shall be construed in accordance with, and governed by, the laws of the State of Oklahoma. Venue shall lie exclusively in Tulsa County, Oklahoma.

VII. Assignment: American Services, Inc., shall not delegate their duties under this agreement without the prior written consent of the City.

VIII. Insurance: American Services, Inc., hereby acknowledges it is insured in accordance with the minimum insurance amounts as required by the City.

IX. Indemnify: American Services, Inc., shall defend, indemnify, and hold harmless the City of Broken Arrow, its employees, departments, agents and officials from any and all claims, suits, or demands including attorney fees which may be made against the City of Broken Arrow, its employees, agents or officials arising from any act or omission by American Services, Inc., or its contractors or agents, in the performance of, or the failure to perform, its duties under this agreement.

X. Complete Agreement and Amendment: American Services, Inc., acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement.

XI. Severability: If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

XII. Termination: This contract may be terminated at the sole discretion of the City of Broken Arrow at any time, without prior notice.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year written below.

**AMERICAN SERVICES, INC.:**

By: Logan Hendrix

Title: VP

Date: 3/31/2026

**CITY OF BROKEN ARROW:**

By: Michael Spurgeon

Title: City manager

Date: 3/31/2026

ATTEST:

Secretary (SEAL}

**ATTEST:**

Curtis Green

(Seal)

APPROVED AS TO FORM:

Attorney for the City

Exhibit A

CITY OF
BROKEN ARROW
*Where opportunity lives*

LOGISTICS DIVISION
1700 W. Detroit, Broken Arrow, OK 74012
Office (918) 259-7000 ext 7368 Fax (918) 259-8376

# QUOTE

Due Date: 3/18/2026 Time: 12:00 PM

**Fax or deliver your quote by the time & date due or your quote will not be considered for award. Quotes must be submitted on this form or they will not be considered for award.**

All items must be quoted F.O.B. Destination, Freight Prepaid.

| | Qty | Unit | Description (OR EQUIVALENT) | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | *Provide a unit cost for the required maintenance | | |
| | | | services as outlined in the attached "Grounds | | |
| | | | Maintenance Specs" (Price per Individual Cycle) | | |
| | | | | | |
| | 1 | EA | Jackson Park | 413.64 | 413.64 |
| | 1 | EA | Castlegate Detention Facility | 121.26 | 121.26 |
| | 1 | EA | City Hall & Annex Building Grounds and Lots | 175.18 | 175.18 |
| | 1 | EA | Rockwood East Park | 60.64 | 60.64 |
| | 1 | EA | Timberbrook Park | 67.36 | 67.36 |
| | 1 | EA | Main Place Complex | 60.64 | 60.64 |
| | 1 | EA | Battle Creek Pocket Park | 60.64 | 60.64 |
| | 1 | EA | Seniors Activiety Center | 113.69 | 113.69 |
| | | | | | |
| | | | | | |
| | | | Contact Park Maintnance at (918) 455-8004 | | |
| | | | for any questions or site maps. | | |
| | | | | | |
| | | | Vendor MUST provide Insurance Certificate that | | |
| | | | meets the City of Broken Arrow's minumum | | |
| | | | insurance requirements. | | |
| | | | | | |

8 Do **NOT** include sales tax. Broken Arrow is tax exempt.

GRAND TOTAL 1073.05

**Important Notice:** The City reserves the right to reject any or all parts thereof, and accept the quote most advantageous to the City. The City reserves the right to accept by item, groups of items or all items.

**Bidder must complete the following section:**

Quote is valid for 30 days

Name of bidder: American Services Inc.

Address: 10323 E 50th St (Street) Tulsa (City) OK (State) 74146 (Zip)

Attention:

Phone# / Fax# 918-624-1091

Signature of Bidder's Authorized Representative — Date 03/25/2026

# THE CITY OF BROKEN ARROW AND GERALD JIMENEZ / ROSES R US LLC

This agreement made and entered into this 1 day of MAY, 2026, by and between the City of Broken Arrow, Oklahoma, hereinafter designated as "the City," and **GERALD JIMENEZ/ ROSES R US LLC**, of Broken Arrow, Oklahoma.

**WHEREAS**, said Gerald Jimenez / Roses R Us LLC, in consideration of the payments hereinafter specified and agreed to be made by the City, hereby covenants and agrees to perform all services as set forth herein to perform rose plant maintenance; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants, the parties hereto agree that the City shall pay Gerald Jimenez / Roses R Us LLC, an amount as set forth herein, for services rendered in accordance with this Agreement and the other attachments hereto all of which are hereby incorporated into and made a part of this agreement. The parties hereto agree as follows:

I. Adoption by Reference: The Request for Quotation hereinafter known as Exhibit "A" is hereby adopted as part of this agreement.

II. Duties of Gerald Jimenez / Roses R Us LLC: Gerald Jimenez / Roses R Us LLC hereby agrees to complete the work as outlined in Exhibit "A", for the designated rose plants in the Rose District. Such areas are outlined in Exhibit "A". Gerald Jimenez / Roses R Us LLC will provide all necessary equipment to perform such duties.

III. Compensation: Gerald Jimenez / Roses R Us LLC will agree to perform the tasks as described in Exhibit "A" for the designated areas as outline in Exhibit "A", in accordance with the bid previously submitted, more specifically, Gerald Jimenez / Roses R Us LLC shall invoice the City monthly at the amount of $3,080.00 for maintenance of designated rose plants in the Rose District.

IV. Duties of the City: In consideration of the agreement on the part of Gerald Jimenez / Roses R Us LLC, the City agrees to pay Gerald Jimenez / Roses R Us LLC in accordance with Exhibit "A".

V. Term: This agreement shall be effective as of May 1, 2026, and shall continue until April 30, 2027.

VI. Governing Law: This Agreement shall be construed in accordance with, and governed by, the laws of the State of Oklahoma. Venue shall lie exclusively in Tulsa County, Oklahoma.

VII. Assignment: Gerald Jimenez / Roses R Us LLC shall not delegate their duties under this agreement without the prior written consent of the City.

VIII. Insurance: Gerald Jimenez / Roses R Us LLC hereby acknowledges it is insured in accordance with the minimum insurance amounts as required by the City.

IX. Indemnify: Gerald Jimenez / Roses R Us LLC shall indemnify and hold harmless the City of Broken Arrow, its employees, departments, agents and officials from any and all claims, suits, or demands including attorney fees which may be made against the City of Broken Arrow, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this agreement by Gerald Jimenez / Roses R Us LLC or anyone under agreement with Gerald Jimenez / Roses R Us LLC to perform duties under this agreement.

X. Complete Agreement and Amendment: Gerald Jimenez / Roses R Us LLC acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement.

XI. Severability: If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

XII. Termination: This contract may be terminated by the City of Broken Arrow at any time, without prior notice, due to poor service, budget shortfall, or any other unspecified reason.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year written below.

**GERALD JIMENEZ / ROSES R US LLC:**

By: _____

Title: Sole proprietor

Date: 2/26/2026

_____

**ATTEST:**

Secretary (SEAL)

**CITY OF BROKEN ARROW:**

By: Michael Spurgeon

Title: City manager

Date: 2/26/2026

_____

**ATTEST:**

City Clerk (Seal)

CITY OF BROKEN ARROW OKLAHOMA TULSA COUNTY

Curtis Green

APPROVED AS TO FORM:

_____

Attorney for City of Broken Arrow

# Exhibit "A"


CITY OF BROKEN ARROW
*Where opportunity lives*

**LOGISTICS DIVISION**
1700 W. Detroit, Broken Arrow, OK 74012
Office (918) 259-7000 ext 7366 Fax (918) 259-8376
lholt@brokenarrowok.gov


| Today's Date: | |
|---|---|
| 7/8/2024 | |
| Due Date | Time |
| 3/1/2024 | 10:00 PM |

## QUOTE

**Fax or deliver your quote by the time & date due or your quote will not be considered for award. Quotes must be submitted on this form or they will not be considered for award.**

| | Qty | Unit | Description (OR EQUIVALENT) | Unit Price | Total |
|---|---|---|---|---|---|
| | | | **All items must be quoted F.O.B. Destination, Freight Prepaid.** | | |
| | | | *Rose District Rose Maintenance Monthly Quotes: Provide rose maintenance for all rose bushes within the planters in the Rose District between Ft. Worth Street and Detroit Street – 62 Planters with approximately 440 rose bushes.* | | |
| | | | | | |
| | | | ***Brief Scope of Services (See additional attachment for full detail)*** | | |
| ✓ | | | * Continual deadheading and 4-D pruning must be performed on a minimum 21-day cycle for the best aesthetic results and health of said rose bushes. | | |
| ✓ | | | * Fungicidal and insecticidal schedule must be rotated throughout the growing season to prevent pesticide resistance. | | |
| ✓ | | | * The use of foliar or granular long-term fertilizers should not be used for the upkeep of said roses. | | |
| ✓ | | | * Apply dormant oils during winter season. | | |
| ✓ | | | * No herbicides shall be used for weed or grass control without prior approval from the Park's Horticulturist. | | |
| ✓ | | | * Bidder will be responsible to inspect all rose plants and inform the Park's Horticulturist of any plant they deem in poor condition prior the start of the maintenance agreement. | | |
| ✓ | | | * Bidder shall provide a monthly invoice for payment that details all work that was performed during the invoice period, and the date(s) of said service. | | |
| ✓ | | | * Bidder shall promptly direct any maintenance questions or irrigation issues to the Park's Horticulturist. | | |
| ✓ | | | * The City of Broken Arrow will provide labor and material to replenish bed mulch as needed. | | |
| ✓ | | | * Maintenance agreement will run for a 12-month term that starts once an agreement has been executed. | | |
| ✓ | | | * Agreement may be canceled at any time, without prior notice, due to budget shortfall, poor service, or any other reason or any other unspecified reason. | | |
| ✓ | | | * Vendor must maintain the City's minimum insurance requirements. | | |
| | | | | | |

0 Do NOT include sales tax, Broken Arrow is tax exempt.

Bidders should direct questions to: Rob Holt 918-259-7000 ext. 7368

GRAND TOTAL 36960

**Arwcare**
7070 S 309th E Ave
Broken Arrow, OK. 74014
(918) 843-1005
arwcare@gmail.com
www.tulsaroses.com
C-8785-Pesticide Applicators License
Gerald Jimenez

**Date:3/16/2023**

# Rose Maintenance

## March 16, 2023

City of Broken Arrow

$36960.00 annually

Included in this premium package

- Pest and disease control-(IPM)
- Weed removal-(physical), also use of pre-emergence
- Winter spray (dormant oil spray-two applications during this period.
- Fertilizing -soluble(fast acting release), granular(slow release), use of soil amendments.
- Spring pruning (hard pruning) and light pruning throughout the growing season utilizing the 4-D(dead, diseased, damaged, and dingy), along with deadheading.
- Monitor the soil for ph levels
- Monitor soil moisture for proper irrigation (Notifying proper personnel when necessary)
- Open communication in regards to the use of pesticides, fungicides, and pre-emergence. Adherence with EPA and ODAFF, irrigation issues with the city horticulturist.
- Spraying during non business hour in the early am time frame.
- Diagnosis of plant health with the use of magnifying glasses, microscopes 20x magnification. Plant deficiencies from iron to magnesium
- 21 day service cycle

### Arwcare History

I am a licensed spray applicator specializing in rose care with over ten years of experience. I specialize in different types of roses, hydride-Teas, floribundas, climbers, miniatures, shrubs roses including the drift types and knock-out roses. I understand the different characteristics and the purpose of theses are not the same from shape and size.

I first worked for "Rose Inc Of Tulsa" under Mark Stiljes 2011 for over a year and a half. I trained under Mark and became the primary technician to service rose clients obtaining my tech license to spray roses using an integrated pest management system.

"Rose Inc Of Tulsa" was bought out by "Roses Inc Green Country". My responsibility continued in the same role having the title "Crew Leader"(Field Supervisory). I was responsible for the rose maintenance of all clients. I was instrumental in installing the roses on Main Street Broken Arrow. I was the main spray technician for those roses and the upkeep. I also was used in planting of the new addition on the north and south end the of roses on Main Street for "Rose Inc Green Country" as well as all their other clients. I worked as a supervisor for Rose Inc Green Country until July of 2017.

I have continued as a rosarian starting my own business "Arwcare". My focus is roses from the ground up. I maintain rose gardens throughout Tulsa county, pruning, spraying, fertilizing, diagnosing, and maintaining them. I am licensed with over six years of experience. I care for your roses.

Thank you

Gerald Jimenez

A Rose Whisperer

Arwcare

**ROSES R US, LLC.-Gerald K Jimenez**
7070 S 309th E Ave
Broken Arrow, OK 74014
(918) 843-1005
License Number-C8785
rosesrus777@gmail.com
arwcare@gmail.com

February 17, 2026

**Chris Ohler-Parks/Maintnance**

**Brian Miller PMT**
CITY OF BROKEN ARROW
485 N Poplar Ave
Broken Arrow, OK 74014

Dear Mr Ohler

I am writing to formally express my intent to renew the contract for Rose Maintenance, within the Roses District in downtown Main Street between Roses R Us, LLC. And The City of Broken Arrow for the year 2026-2027.

I propose that the terms and conditions of the current agreement remain in effect. There are no prices increases. I look forward to continuing our positive and productive working relationship.

Please confirm your acceptance of this renewal at your earliest convenience.

Sincerely,

Roses R Us, LLC.

Owner-Gerald K. Jimenez

# City of Broken Arrow

## Request for Action

**File #:** 26-480, **Version:** 1

**Broken Arrow City Council**
**Meeting of: 04-07-2026**

**Title:**

Approval of and authorization to execute Change Order No. 1 with Grade Line Construction, LLC for the Wedgewood Residential Streets Concrete Panel Replacement project (ST22100)

**Background:**
The Wedgewood Residential Streets Concrete Panel Replacement project is to replace some of the roads in the Wedgewood neighborhood. The project did not have some roads in the contract and therefore this change order is needed to get most of the roads completed.

Change Order #1 addresses the following additions/deletions/changes to the contract:

- At the directions of the COBA Contract Administrator, added approximately 822 LF of full width road reconstruction on W Knoxville street and S Oak Avenue
- At the direction of the COBA Contract Administrator, added 9 inlet replacements on W Knoxville Street and S Oak Avenue
- There is a 45-day change in contract time.

**The total cost for Change Order #4 amounts to $326,499.00**

The additional cost associated with these changes is as follows:

| | |
|---|---|
| Previous Change Orders: | $0 |
| This Change Order(s): | $326,499.00 |
| Total Cost of Change Orders: | $326,499.00 |
| Original Contract Amount: | $739,127.40 |
| Revised Contract Amount: | $1,065,626.40 |
| Percent Change in Contract: | 44.17% |
| Applicable to Comp. Bid Act: | 0.0% |

**Cost:** $326,499.00

**Funding Source:** 2018 GO Bond

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

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

**Attachments:** Wedgewood ST22100-Change Order No. 1

**Recommendation:**

Approve and authorize execution of Change Order #1 with Grade Line Construction LLC for the Wedgewood Residential Streets Concrete Panel Replacement project (ST22100)

CITY OF BROKEN ARROW
*Where opportunity lives*

**Public Contract Application for Contractual Changes**

**Engineering and Construction Department**
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

# Contract Change Order # 1

| | | | |
|---|---|---|---|
| Project Name: | Wedgewood Residential Streets Conrete Panel Replacment - ST22100 | Project Number: | ST22100 |
| PO Number: | 22601843 | Date of Application: | Monday, March 23, 2026 |
| Contractor: | Grade Line Construction, LLC | 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) At the direction of COBA Contract Administrator, added approximately 822 LF of full width road reconstruction on W Knoxville Street and S Oak Avenue.
2) At the direction of COBA Contract Administrator, added 9 inlet replacements on W Knoxville Street and S Oak Avenue.

Change in Contractual Project Time:

1) 45 Days

Plan Sheets or Additional Documents Attached: ☐ Yes ☑ No ☐ Other: _____

## Work Order Quantities

| Item# | (Spec) | Item Description | Units | Price | Quantity | Total Amount |
|---|---|---|---|---|---|---|
| 101 | | Remove and Replace P.C. Concrete Street Section | SY | $ 95.00 | 2466 | $ 234,270.00 |
| 102 | | Remove and Replace 6" P.C. Concrete Driveway (6" H.E.S.) | SY | $ 115.00 | 9 | $ 1,035.00 |
| 107 | | Adjust Valve Box to Grade | EA | $ 500.00 | 1 | $ 500.00 |
| 108 | | Adjust Manhole to Grade | EA | $ 1,650.00 | 1 | $ 1,650.00 |
| 109 | | Solid Slab Sodding | SY | $ 6.00 | 274 | $ 1,644.00 |
| 114 | | CICI Design 2 | EA | $ 7,700.00 | 2 | $ 15,400.00 |
| 115 | | CICI Design 2(B) | EA | $ 9,000.00 | 8 | $ 72,000.00 |
| | | | | | Total Change Cost: | $ 326,499.00 |

## Summary of Project Costs

| | | | |
|---|---|---|---|
| Total Previous Change Orders: | $ - | Original Contract Amount: | $ 739,127.40 |
| Current Change Order: | $ 326,499.00 | Amended Contract Amount: | $ 1,065,626.40 |
| Total Cost of Change Orders: | $ 326,499.00 | Percent Change in Contract: | 44.17% |
| Total Cost Applicable to CBA: | | Percent Change Applicable to CBA: | 0.00% |
| | | | Max 15% |

## Change Order Authorization

Change Order # 1 in the sum of: $ 326,499.00 has been reviewed by all parties and is recommended for approval by:

| | Name | Signature | Date |
|---|---|---|---|
| Contractor Submitting Change Order: | Anna R. Jacobs | Anna R Jacobs | 03/20/2026 |
| Construction Division Manager: | Nathanael T. Kohl, PE | Nathanael Kohl | 3/24/2026 |
| Director of Engineering & Construction: | Charlie Bright, PE | Charlie Bright | 3/31/2026 |
| Assistant City Manager - Operations: | Kenneth D Schwab, PE | kenneth Schwab | 3/31/2026 |
| 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 Ordinance

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 #:** 26-463, **Version:** 1

**Broken Arrow City Council**
**Meeting of: 04-07-2026**

**Title:**
Approval of PR-000101-2022 | PT-002659-2026, Conditional Final Plat, RoseWood Village, 4.49 acres, RM (Residential Multifamily), and PUD-000737-2023, located approximately one-fourth of a mile north of Houston Street (81st Street) and one-eighth of a mile east of Aspen Avenue (145th East Avenue)

**Background:**
PT-002659-2026, the conditional final plat for RoseWood Village proposes 20 lots and six reserve areas totaling approximately 4.49 acres after right of way has been dedicated. This property is located approximately one-fourth of a mile north of Houston Street (81st Street) and one-eighth of a mile east of Aspen Avenue (145th East Avenue).

COMP-000390-2023 was approved by City Council on February 21, 2023. PUD-00737-2023 and BAZ-000735-2023 was approved by City Council on June 5, 2023. PUD-000737-2023 proposes to have up to 30 dwelling units comprised of single-family detached houses on minimum 2,500 sq. ft. individual lots, duplex buildings on minimum 4,000 sq. ft. lots, and four-plex buildings on minimum 3,000 sq. ft. lots.

According to FEMA's National Flood Hazard Layer, a portion of the property is located within the 100-year floodplain. All development will abide by FEMA and City of Broken Arrow floodplain development regulations. Water and sanitary sewer are available from the City of Broken Arrow.

This conditional final plat was reviewed by the Technical Advisory Committee on March 3, 2026. Staff and utility stakeholders had no comments for this review of the Conditional Final Plat. The Planning Commission recommended approval (vote 4-0) of this conditional final plat at its March 12, 2026 meeting. No one spoke in favor or opposition.

**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

**Recommendation:**
Approve PR-000101-2022|PT-002659-2026, conditional final plat for RoseWood Village, per Planning Commission and Staff recommendations.

**Broken Arrow Planning Commission**
**03-12-2026**

| | |
|---|---|
| **To:** | **Chairman and Commission Members** |
| **From:** | **Community Development Department** |
| **Title:** | |

..title

Approval of PR-000101-2022 | PT-002659-2026, Conditional Final Plat, RoseWood Village, 4.49 acres, RM (Residential Multifamily), and PUD-000737-2023, located approximately one-fourth of a mile north of Houston Street (81st Street) and one-eighth of a mile east of Aspen Avenue (145th East Avenue)

..End

**Background:**

| | |
|---|---|
| **Applicant:** | TEP, Tim Terral |
| **Owner:** | Homan Homes, LLC |
| **Developer:** | Homan Homes, LLC |
| **Engineer:** | TEP |
| **Location:** | Approximately one-fourth of a mile north of Houston Street (81st Street) and one-eighth of a mile east of Aspen Avenue (145th East Avenue) |
| **Size of Tract** | 4.49 acres |
| **Number of Lots:** | 20 |
| **Zoning:** | RM (Residential Multifamily), FD (Floodplain District)/PUD-000737-2023 |
| **Comp Plan:** | Level 3 (Transition Area) and Greenway/Floodplain |

PT-002659-2026, the conditional final plat for RoseWood Village proposes 20 lots and six reserve areas totaling approximately 20.49 acres after right of way has been dedicated. This property is located approximately one-fourth of a mile north of Houston Street (81st Street) and one-eighth of a mile east of Aspen Avenue (145th East Avenue).

COMP-000390-2023 was approved by City Council on February 21, 2023. PUD-00737-2023 and BAZ-000735-2023 was approved by City Council on June 5, 2023. PUD-000737-2023 proposes to have up to 30 dwelling units comprising of single-family detached houses on minimum 2,500 sq. ft. individual lots, duplex buildings on minimum 4,000 sq. ft. lots, and four-plex buildings on minimum 3,000 sq. ft. lots.

According to FEMA's National Flood Hazard Layer, a portion of the property is located within the 100-year floodplain. All development will abide by FEMA and City of Broken Arrow floodplain development regulations. Water and sanitary sewer are available from the City of Broken Arrow.

This conditional final plat was reviewed by the Technical Advisory Committee on March 3, 2026. Staff and utility stakeholders had no comments for this review of the Conditional Final Plat.

**Attachments:** Conditional Final Plat and Covenants

**Recommendation:**
Staff recommends approval of PR-000101-2022|PT-002659-2026, Conditional Final Plat for RoseWood Village.

**Reviewed by: Jane Wyrick**

**Approved by: Rocky Henkel**

JAJ

ENGINEER / SURVEYOR

Tulsa Engineering & Planning Associates, Inc.
*an Oklahoma corporation*

9810 E. 42nd St., Suite 100
Tulsa, Oklahoma 74146

Phone: 918.252.9621

Russell K. Fischer, PE, CFM, Senior Project Engineer/Manager
R.Fischer@tulsaengineering.com

CERTIFICATE OF AUTHORIZATION NO. 531
RENEWAL DATE: JUNE 30, 2027


PUD-000737-2023

# RoseWood Village

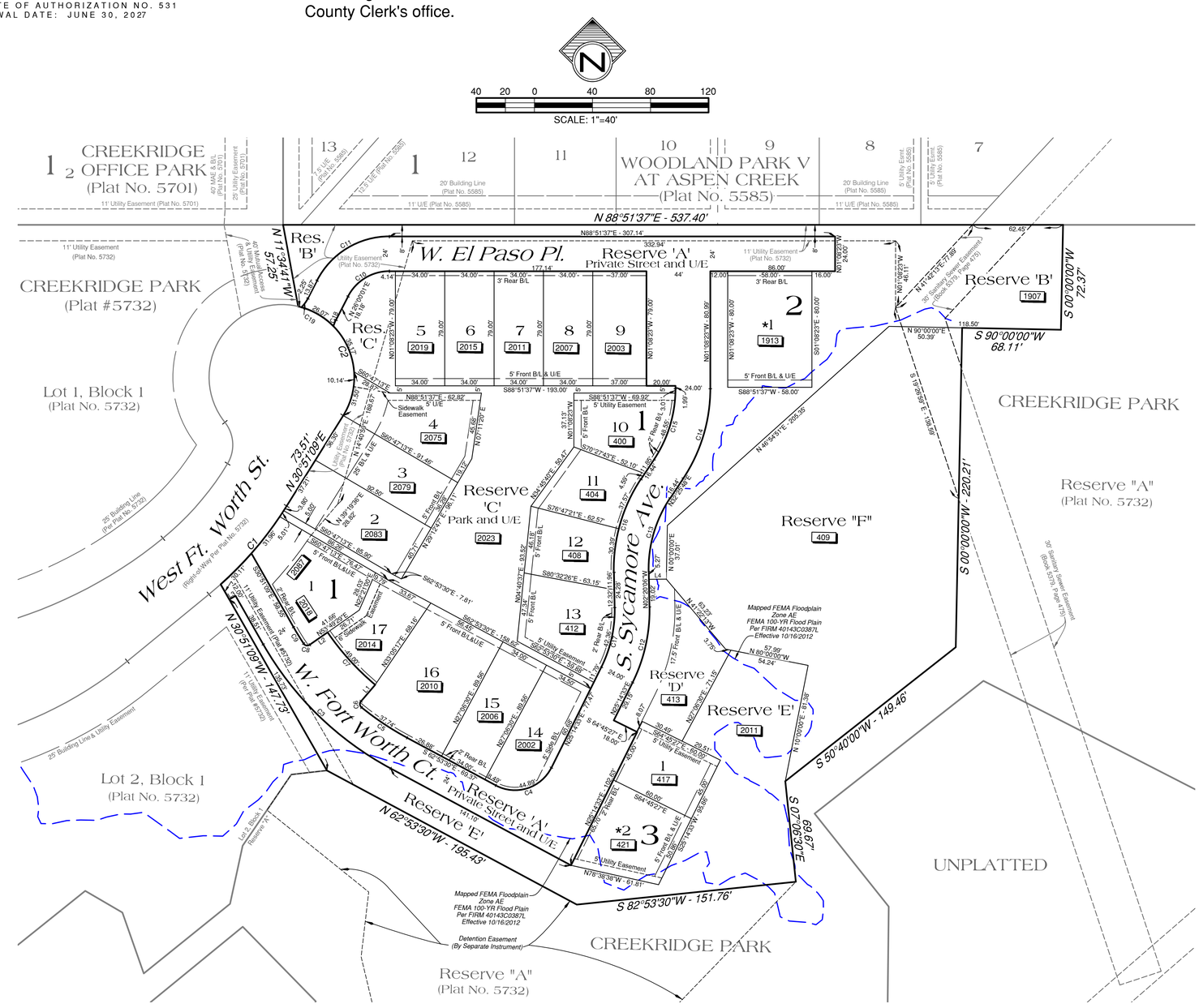
A Resubdivision of all of Lot 3, Block 1 and Reserve B of Creekridge Park, a subdivision to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat No. 5732, as filed in the records of the Tulsa County Clerk's office.


OWNER/DEVELOPER

Rosewood Village Development LLC
*an Oklahoma Limited Liability Company*

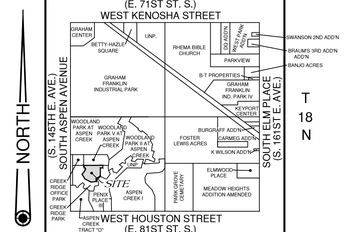
12718 East 132nd Street South
Broken Arrow, Oklahoma 74011

(812) 629-8073


## Location Map

R-14-E




Section 10

Tulsa County

20 Lots - 4.4295 Acres

## Curve Table

| No. | Delta | Radius | Length | Chord Bearing | Chord Length |
|---|---|---|---|---|---|
| C1 | 16°14'41" | 250.00' | 70.88' | N 38°58'30" E | 70.64' |
| C2 | 108°51'09" | 50.00' | 94.99' | N 23°34'25" W | 81.34' |
| C3 | 32°02'21" | 222.00' | 124.14' | S 46°52'19" E | 122.53' |
| C4 | 91°51'57" | 28.00' | 44.89' | S 71°10'32" W | 40.24' |
| C5 | 10°55'18" | 198.00' | 37.74' | N 57°25'51" W | 37.69' |
| C6 | 91°28'09" | 3.00' | 4.79' | N 06°14'07" W | 4.30' |
| C7 | 15°35'55" | 180.00' | 49.00' | N 43°20'16" W | 48.85' |
| C8 | 91°28'09" | 3.00' | 4.79' | N 80°26'26" W | 4.30' |
| C9 | 03°51'12" | 198.00' | 13.32' | N 32°46'45" W | 13.31' |
| C10 | 62°51'36" | 32.00' | 35.11' | N 57°25'49" E | 33.37' |
| C11 | 62°51'36" | 56.00' | 61.44' | S 57°25'49" W | 58.40' |
| C12 | 27°34'39" | 112.00' | 53.91' | N 11°27'14" E | 53.39' |
| C13 | 34°45'54" | 88.00' | 53.40' | N 15°02'51" E | 52.58' |
| C14 | 33°34'11" | 112.00' | 65.62' | N 15°38'43" E | 64.69' |
| C15 | 33°34'11" | 88.00' | 51.56' | S 15°38'43" W | 50.83' |
| C16 | 34°45'54" | 112.00' | 67.96' | S 15°02'51" W | 66.92' |
| C17 | 27°34'39" | 88.00' | 42.36' | S 11°27'14" W | 41.95' |
| C18 | 11°50'13" | 23.00' | 4.75' | S 20°04'54" W | 4.74' |
| C19 | 18°54'04" | 23.00' | 7.59' | S 35°27'03" W | 7.55' |

## Line Table

| No. | Bearing | Distance |
|---|---|---|
| L1 | N 39°29'58" E | 14.95' |
| L2 | S 53°49'29" W | 14.95' |
| L3 | N 59°08'51" E | 5.00' |
| L4 | S 88°17'00" W | 11.98' |

## Lot Areas

| | Lot | Area (S.F.) |
|---|---|---|
| BLOCK 1 | 1 | 4,063 |
| | 2 | 3,815 |
| | 3 | 3,337 |
| | 4 | 3,839 |
| | 5 | 2,686 |
| | 6 | 2,686 |
| | 7 | 2,686 |
| | 8 | 2,686 |
| | 9 | 2,923 |
| | 10 | 3,030 |
| | 11 | 2,504 |
| | 12 | 2,707 |
| | 13 | 3,598 |
| | 14 | 3,039 |
| | 15 | 3,045 |
| | 16 | 5,443 |
| | 17 | 2,598 |
| BLK 2 | 1 | 4,640 |
| BLK 3 | 1 | 2,700 |
| | 2 | 3,497 |

| Res. | Area (S.F.) |
|---|---|
| 'A' | 30,211 |
| 'B' | 21,893 |
| 'C' | 15,289 |
| 'D' | 4,674 |
| 'E' | 17,269 |
| 'F' | 38,050 |

| | Lot | Finish Floor |
|---|---|---|
| BLOCK 1 | 1 | 692.00 |
| | 2 | 693.00 |
| | 3 | 694.50 |
| | 4 | 695.25 |
| | 5 | 696.50 |
| | 6 | 696.00 |
| | 7 | 695.50 |
| | 8 | 695.25 |
| | 9 | 694.75 |
| | 10 | 693.00 |
| | 11 | 692.00 |
| | 12 | 691.50 |
| | 13 | 690.50 |
| | 14 | 690.00 |
| | 15 | 690.25 |
| | 16 | 691.00 |
| | 17 | 692.00 |
| BLOCK 2 | 1 | 694.25 |
| BLOCK 3 | 1 | 690.00 |
| | 2 | 689.75 |

## Legend

B/L = Building Line
U/E = Utility Easement

## Monument Notes

A 3/8" x 18" deformed bar with a yellow plastic cap stamped "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 "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 "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 survey are based on the recorded plat bearings of "Creekridge Park", a subdivision to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof, Plat No. 5732, as filed in the records of the Tulsa County Clerk's office.

## Benchmark

" MAG" Nail in Top of Concrete Curb at Point of Curve on South side of West Ft. Worth Street approximately 25' South and 105' East of Centerline of intersection of South Aspen Avenue and West Ft. Worth Street.

Elevation = 684.96' NAVD-88

## 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

Stormwater detention accommodations for these plans are provided in accordance with Detention Determination No. DD-110923-83. The proposed development of Rosewood Village will have no adverse impact to downstream properties. Stormwater detention for this project will be provided within the project site.

## Lot Addresses 0000

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.

## Backflow Preventer Valve Note

"All new buildings that are served by sanitary sewer service shall install a backwater device (backflow preventer). Installation of these devices and all maintenance shall be at the sole expense of the property owner." Broken Arrow Ordinance No. 3527, Section 24-303, Adopted May 15, 2018. All lots require a backflow preventer valve.

## FEMA Floodplain Note

Per the FEMA Flood Map Service Center this property is located within an area having a Zone Designation AE and Zone Designation X on Flood Insurance Rate Map No. 40143C0387L, with an effective date of October 16, 2012, for Community No. 400236, in the City of Broken Arrow, Tulsa County, State of Oklahoma, which is the current Flood Insurance Rate Map for the community in which the property is situated.

## * Building Permit on LOMR-F Lots

Block 2, Lot 1 and Block 3, Lot 2

Per City of Broken Arrow requirements, no Building Permit shall be issued for said Lots until the Local Floodplain Administrator has determined that said Lots are in compliance with applicable drainage ordinances and regulations. Upon the recording of a certificate of such determination of compliance by the Local Floodplain Administrator, said Lots shall be recognized as admissible for Building Permits.

## Street Maintenance Note

The Reserve Area for the private streets does not meet the minimum standards as established in the City of Broken Arrow Engineering Design Criteria for street right-of-way. Due to the noncompliance the streets are ineligible for maintenance by and cannot be dedicated to the City of Broken Arrow.

APPROVED _____ by the City Council of the City of Broken Arrow, Oklahoma.

Mayor

Attest: City Clerk

RoseWood Village
COBA Project #PR-000101-2022
PT 03-117/DN 03-156 Sheet 1 of 3
Date of Preparation: January 27, 2026

G:\22-019\Final\22-019.01 Final Plat.dwg

# RoseWood Village

## DEED OF DEDICATION
## AND
## RESTRICTIVE COVENANTS
## PUD No. 000737-2023

KNOW CERTAIN PERSONS BY THESE PRESENTS:

That Rosewood Village Development LLC, an Oklahoma limited liability company, hereinafter referred to as the "Owner/Developer", is the owner of the following described land:

Lot 3, Block 1 and Reserve B, "Creekridge Park", a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded Plat No. 5732, as filed in the records of the Tulsa County Clerk's office.

Said tract contains 192,951 square feet or 4.4295 acres.

The non-astronomic bearings for this survey are based on the recorded plat bearings of "Creekridge Park", a subdivision to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the official recorded plat thereof, Plat No. 5732, as filed in the records of the Tulsa County Clerk's office.

The Owner/Developer has caused the same to be engineered, surveyed, staked and platted into lots, blocks, private 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 "ROSEWOOD VILLAGE", 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 streets 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, 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 as 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 private 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, and cable television also reserves 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 their 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 their 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 their 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, their 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 easement ways 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 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 their 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 foregoing covenants set forth in this paragraph 1.4 shall be enforceable by any affected lot owner and by the Rosewood Village Homeowners' Association, LLC.

1.5 Private Streets

1.5.1 Reserve "A" as designated on the accompanying plat is herein designated for use as private streets for the common use and benefit of the owners of lots within "ROSEWOOD VILLAGE" and 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 Rosewood Village Homeowners' Association, LLC, 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 storm sewer facilities in Reserve "A" and Reserve "C" will be the responsibility of the Homeowners' Association.

1.5.2 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 2.5 feet on each side of the utility line, cable, or facility.

1.5.3 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:

1.5.3.1 The Owner/Developer shall construct and maintain an all-weather hard surface street of not less than twenty (20) feet in width constructed to City of Broken Arrow standards and extending the full length of the private streets (Reserve "A") depicted within the accompanying plat.

1.5.3.2 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 (Reserve "A").

1.5.4 The City of Broken Arrow shall have no duty to maintain any private streets (Reserve "A") nor have any implied obligation to accept any subsequent tender of dedication of such private streets (Reserve "A").

1.6 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.

1.7 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 "Rosewood Village Homeowners' Association, Inc.", an Oklahoma not-for-profit, as outlined in the Restrictive Covenants, Conditions, and Restrictions for ROSEWOOD VILLAGE.

1.8 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.

1.9 Flap Gate in Reserve F

The maintenance of the flap gate installed in Reserve F shall be the responsibility of the Rosewood Village Homeowners' Association.

1.10 Restrictive Covenants

Additional Declaration of Covenants, Conditions and Restrictions for ROSEWOOD VILLAGE 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 Area "A":

Reserve Area "A" shall contain, but not be limited to, use for private streets, guest parking, landscaping, utilities, signage, and open space, and is reserved for subsequent conveyance to the Homeowners' Association.

2.1.2 Reserve Areas "B" and "C"

Reserve Areas "B" and "C" shall be used for open space, signage, landscaping, walls, fencing, sidewalks, trail system, drainage, recreation, utilities, and ingress and egress, and are reserved for subsequent conveyance to the Homeowners' Association.

2.1.3 Reserve Area "D"

Reserve Area "D" shall be used for open space, signage, landscaping, walls, fencing, sidewalks, drainage, recreation, clubhouse, overland drainage, stormwater drainage, and ingress and egress, and is reserved for subsequent conveyance to the Homeowners' Association.

2.1.4 Reserve Areas "E" and "F"

Reserve Areas "E" and "F" shall be used for open space, signage, landscaping, walls, fencing, sidewalks, trail system, clubhouse, drainage, recreation, overland drainage, stormwater drainage, stormwater detention and appurtenances, utilities, and ingress and egress, and are 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, Oklahoma, 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, Oklahoma 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 1/20 of the costs. This lien may be foreclosed by the City of Broken Arrow, Oklahoma.

### SECTION III. PLANNED UNIT DEVELOPMENT

WHEREAS, "ROSEWOOD VILLAGE" was submitted as a planned unit development (entitled PUD No. 000737-2023) 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 May 11, 2023 (hereinafter the "Broken Arrow Zoning Ordinance"), which PUD No. 000737-2023 was approved by the Broken Arrow Planning Commission on May 11, 2023 and approved by the City of Broken Arrow City Council, on June 5, 2023; 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 Detached Residential:

| | | |
|---|---|---|
| 3.1.1 | Permitted Uses: Single-Family Detached Residential. | |
| 3.1.2 | Minimum Lot Size | 2,500 SF. per unit |
| 3.1.3 | Minimum Lot Frontage | 30 feet (at Building Line) |
| 3.1.4 | Minimum Building Setback from North Boundary | 35 feet |
| 3.1.5 | Minimum Building Setback from W. Ft. Worth St. | 25 feet |
| 3.1.6 | Minimum Front Yard | 5 feet |
| 3.1.7 | Minimum Rear Yard | 2 feet |
| 3.1.8 | Side Yard | 5 feet/5 feet or 0 feet/10 feet* |

* Minimum building separation is 10 feet

| | | |
|---|---|---|
| 3.1.9 | Maximum Building Height | 40 feet |

3.2 Development Standards - Residential Duplex:

| | | |
|---|---|---|
| 3.2.1 | Permitted Uses: Single-Family Detached Residential, Single Family Attached Residential, Residential Duplex. | |
| 3.2.2 | Maximum Number of Dwelling Units | 4 Duplex Dwelling Units (in 2 buildings) |
| 3.2.3 | Minimum Lot Size | 4,000 SF |
| 3.2.4 | Minimum Lot Frontage | 50 feet (at Building Line) |
| 3.2.5 | Minimum Building Setback from North Boundary | 35 feet |
| 3.2.6 | Minimum Building Setback from W. Ft. Worth St. | 25 feet |
| 3.2.7 | Minimum Front Yard | 5 feet |
| 3.2.8 | Minimum Rear Yard | 2 feet |
| 3.2.9 | Side Yard | 5 feet/5 feet |
| 3.2.10 | Maximum Building Height | 40 feet |

3.3 Development Standards – Four-Plex:

| | | |
|---|---|---|
| 3.3.1 | Permitted Uses: Single-Family Detached Residential, Single Family Attached Residential, Residential Duplex and Residential Four-Plex. | |
| 3.3.2 | Maximum Number of Dwelling Units | 8 Four-plex Dwelling Units (in 2 buildings) |
| 3.3.4 | Minimum Lot Size | 3,000 SF |
| 3.3.5 | Minimum Lot Frontage | 50 feet (at Building Line) |
| 3.3.6 | Minimum Building Setback from North Boundary | 35 feet |
| 3.3.7 | Minimum Building Setback from W. Ft. Worth St. | 25 feet |
| 3.3.8 | Minimum Front Yard | 5 feet |
| 3.3.9 | Minimum Rear Yard | 2 feet |
| 3.3.10 | Side Yard | 5 feet/5 feet |
| 3.3.11 | Maximum Building Height | 40 feet |

3.4 Perimeter Landscape Buffer:

A Landscape Buffer of at least 8 feet in width shall be provided along the north boundary of the development. Within this Landscape Buffer at least one tree shall be planted for every 30 lineal feet of landscape area adjacent to the north boundary, of which at least 50% shall be evergreen. Trees may be grouped together or evenly spaced.

3.5 Landscaping:

Except as modified herein, landscaping shall be provided in accordance with Section 5.2 of the City of Broken Arrow Zoning Ordinance. Any landscape material which fails shall be replaced in accordance with the criteria contained in Section 5.2.B.4.d.ii of the City of Broken Arrow Zoning Ordinance. At least 30% of the development area shall be landscaped open space.

3.6 Fencing:

Any fencing shall be installed by the 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. Any fencing installed by the developer shall be owned and maintained by the Homeowners' Association.

3.7 Private Streets:

The private streets shall be constructed to the City of Broken Arrow street design standards and shall be owned and maintained by the Homeowners' Association. The private streets will be located in a 24' wide reserve area and will have a paving width of 20'. Areas of decorative patterned concrete, or appropriate pavers, may be installed for section(s) of the street, but must meet the City of Broken Arrow street design standards. Any appropriate required variances to the Subdivision Regulations and Engineering Design Criteria will be processed through the City of Broken Arrow Engineering and Construction Department.

3.8 Sidewalks:

Sidewalks will be constructed along the perimeter public street, West Fort Worth Street, and the interior portion of the project, but not along the internal private streets. There will be an internal network of sidewalks and trails that will provide a well-integrated and interconnected pedestrian circulation system. 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 and Construction Department.

3.9 Drainage:

Stormwater drainage will be handled in accordance with the City of Broken Arrow design standards.

3.10 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, setting forth the development standards of the planned unit development, which will be enforceable by the City of Broken Arrow.

### SECTION IV. PRIVATE BUILDING AND USE RESTRICTIONS

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein.

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.

4.1 Use of Land:

4.1.1 All lots within ROSEWOOD VILLAGE shall be known and described as residential lots, and shall be used only for single-family, duplex and four-plex residences.

4.1.2 Reserve Area "A" shall contain, but not be limited to, use for private streets, guest parking, landscaping, utilities, signage, and open space and is reserved for subsequent conveyance to the Homeowners' Association. The maintenance of Reserve "A" shall be the responsibility of the Homeowners' Association.

4.1.3 Reserves "B", "C" and "E" shall be used for open space, landscaping, walls, fencing, drainage, recreation, storm sewer drainage, stormwater detention, clubhouse, utilities, and ingress and egress and for maintenance purposes and is reserved for subsequent conveyance to the Rosewood Village Homeowners' Association. The maintenance of Reserves "B," "C" and "E" shall be the responsibility of the Homeowners' Association.

4.1.4 Reserve Area "D" shall be used for open space, signage, landscaping, walls, fencing, sidewalks, drainage, recreation, clubhouse, overland drainage, stormwater drainage, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association.

4.1.5 Reserve Area "F" shall be used for open space, signage, landscaping, walls, fencing, sidewalks, trail system, drainage, recreation, utilities, and ingress and egress and is reserved for subsequent conveyance to the Homeowners' Association.

4.2 Lot Fronting

4.2.1 Block 1: Each dwelling in Lot 1, shall front Reserve "C" on the north of the lot; Lots 2, 3 & 4, shall front on Reserve "C" on the east of the lot; Lots 5, 6, 7, 8, & 9 shall front Reserve "C" on the south of the lot; Lots 10, 11, 12, & 13, shall front Reserve "C" on the west of the lot; Lots 14, 15, 16 & 17, shall front Reserve "C" on the north of the lot.

4.2.2 Block 2: Dwellings in Lot 1, shall front Reserve "B" on the south of the lot.

4.2.3 Block 3: Dwellings in Lots 1 & 2, shall front Reserve "E"

4.3 Architectural Covenants:

4.3.1 No lot owner shall allow or permit the conversion of any space to living area or space, (i.e. converting porches or garages to living space.)

4.3.2 No Dwelling or other structure shall be constructed on any Lot which has not been approved by the Owner/Developer or to such person or entity as assigned by the Owner/Developer, including but not limited to the Association.

4.4 Window Treatments and Window-mounted Heating and Air Units:

No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades, blankets, or towels, or other purposes, and all window treatments for all Dwellings and other building and improvements within the Development shall conform to the rules and regulations established by the Architectural Committee. No window-mounted heating or air-conditioning units shall be permitted within the Development.

4.5 On-site Construction:

No existing or off-site built structure shall be moved onto or placed on any lot.

4.6 Outbuildings/Storage Buildings:

Outbuildings and/or storage buildings are prohibited.

4.7 Swimming Pools/Spas/Hot Tubs:

All swimming pools, spas, and hot tubs are prohibited.

4.8 Fencing:

All fencing must be approved by the Architectural Committee.

4.9 Television Cable & Satellite Dishes, Antennas:

No television antenna, radio or television receiver, or other similar device shall be attached to or installed on any portion of the Development, unless contained entirely within the interior of a building or other structure, unless required by Federal Law and then only in a manner which is least observable for the neighborhood as determined by the Architectural Committee. Nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any Lot or Dwelling which may unreasonably interfere with the reception of television or radio signals within the Development; provided however, the Owner/Developer and the Association shall not be prohibited from installing equipment necessary for master antenna, security, cable television, mobile radio, or other similar systems within the Development.

4.10 Retaining Walls:

Retaining walls shall not be constructed on any lot until a site plan has been approved by the Architectural Committee. Site Plan must show the house, drainage concept, and the proposed location and height of retaining walls. Retaining walls may be constructed of brick, stone, or VERSA-LOK. Concrete retaining walls must be faced with brick, stone, or stucco. The use of railroad ties is not permitted.

4.11 Recreational Sporting Equipment:

Miscellaneous recreational sporting equipment, toys, bicycles, etc., shall be stored out of the view of property owners when not in use. No basketball goals shall be allowed. No trampolines shall be allowed.

4.12 Lot Maintenance:

Each lot shall be maintained in a neat and orderly manner free of clutter, trash, and other debris. Grass and landscaping shall be maintained on a regular basis.

4.13 Recreational Vehicles and Equipment:

No boats, recreational trailers, personal watercraft, campers, motor homes, or other recreational vehicular equipment shall be stored, placed, or parked on any street within the subdivision or on any lot, except within a closed garage.

4.14 Inoperative Vehicles/Machinery/Landscape Equipment/Clotheslines:

No inoperative vehicles or equipment of any kind shall be stored on any lot except within an enclosed garage. No clotheslines will be allowed.

4.15 Trash Containers:

All trash or recycling cans or receptacles shall be screened so as not to be seen from the street or common areas, except when necessary to be placed at the street for pickup, and then for no more than twenty-four (24) hours.

4.16 Mailboxes:

All mailboxes shall match the character and quality of the neighborhood as determined by the Architectural Committee.

4.17 Animals:

No livestock shall be maintained on or in any of the Development. No other animals, including but not limited to fowl, poultry, or reptiles, shall be maintained on or in any of the Development, other than a maximum of two (2) generally recognized house pets, and then only if they are kept, bred or raised thereon solely as domestic pets and not for commercial purposes. No animal which makes an unreasonable amount of noise or nuisance shall be permitted. When outdoors all pets shall be on a leash or shall be restrained by a fence or suitable device. No structure for the care, housing, exercise or confinement of any animal shall be maintained on or in any of the Development so as to be visible from neighboring properties without the prior written consent of the Architectural Committee. Upon the written request of any owner, the Architectural Committee may conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal is a generally recognized house or yard pet, or a nuisance, or whether the number of animals on any such property is reasonable; provided however, that horses, mules, donkeys, cattle, pigs, goats, and sheep shall not be considered as house or yard pets hereunder. The Architectural Committee may from time to time establish rules and regulations regarding pets and animals within the Development, and any decision, rule, or regulation established or rendered by the Architectural Committee shall be enforceable as other restrictions contained herein.

4.18 Noxious Activity:

No noxious or offensive trade or activity shall be carried out upon any lot, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood.

4.19 Outside Storage:

No outside storage is permitted on any lot.

4.20 Construction Materials and Outside Storage:

No lot shall be used for the storage of construction materials for a period of greater than 30 days prior to the start of construction, and all construction shall be completed within 9 months thereafter. Each lot shall be maintained in a neat and orderly manner. Once construction and landscaping are completed, no outside storage is permitted.

4.21 Signage:

Except as may be required by legal proceedings, no signs or advertising posters of any kind shall be maintained or permitted within any improvements located within the Development without the express written permission of the Architectural Committee, except for signs showing the property is for sale, and/or personal acknowledgment signs.

4.22 Landscaping:

4.22.1 Required Amount of Landscaping
Excluding the cost of purchase and installation of a sprinkler system and sod, excluding the cost of any retaining walls and fill, and construction of the initial Dwelling on a lot, all lot owners shall spend not less than one percent (1%) of the total purchase price for the lot and the Dwelling combined on landscaping.

4.22.2 Approval Required
To preserve the aesthetic appearance of the Development, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented and installed by any owner other than the Owner/Developer, unless and until the plans therefore have been submitted to and approved in writing by the Architectural Committee. For additional approval information refer to the Declaration of Covenants, Conditions, and Restrictions for Rosewood Village as referred to in 1.11 Restrictive Covenants.

4.22.3 Completion of Landscaping
All of the landscaping of Lots and Dwelings must be completed within one (1) month of occupancy or substantial completion of the Dwelling, whichever date shall occur first.

4.23 Exterior Materials; Paint Color:

The exterior principal materials shall be determined solely by the Architectural Committee. The principal paint colors of a Dwelling shall be determined solely by the Architectural Committee.

4.24 Parking:

No motor vehicle shall be parked on the street for more than twenty-four (24) hours.

## SECTION V. ARCHITECTURAL COMMITTEE

WHEREAS, the Owner/Developer desires to establish restrictions for the purpose of providing for the orderly development of the subdivision and conformity and compatibility of improvements therein.

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.

5.1 Architectural Committee - Plan Review

5.1.1 No residence, outbuilding, improvements, driveway, fence, wall, satellite receiver dish, or free-standing mailbox shall be erected, placed, or altered on any lot in the subdivision until the plans and specifications have been approved in writing by Homan Homes, L.L.C., or its authorized representatives or successors, which are hereinafter referred to as the "Architectural Committee". For each residence or out building, the required plans and specifications shall be submitted in duplicate and shall include a site plan, floor plan, exterior elevations, drainage and grading plans, exterior materials, and exterior color scheme.

5.1.2 The Architectural Committee's purpose is to promote good design and compatibility within the subdivision, and in its review of plans or determination of any waiver as hereinafter authorized, may take into consideration the nature and character of the proposed building or structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected, and the harmony thereof with the surrounding area. The Architectural Committee shall not be liable for any approval, disapproval, or failure to approve hereunder and its approval of building plans shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage, or code violations. The approval or failure to approve building plans shall not be deemed a waiver of any restriction. Nothing herein contained shall be deemed to prevent any lot owner in the subdivision from prosecuting any legal action relating to improvements within the subdivision which they would otherwise be entitled to prosecute.

5.1.3 The Architectural Committee's objective is to advance the harmonious use of landscaping, fencing, hardscaping, landscape lighting, and other landscape design items to promote compatibility and conformity within the subdivision. The Architectural Committee reserves the authority to review, approve, modify, or reject the type of landscaping or landscape design items which may be placed in public view by any lot owner and determined in the discretion of the Architectural Committee to be incompatible with the overall landscape standards of ROSEWOOD VILLAGE.

5.1.4 The powers and duties of the Architectural Committee shall, on the 1st day of January, 2030, be deemed transferred to the Homeowners' Association provided for in Section VI., or upon written assignment to the Homeowners' Association by the Architectural Committee, whichever event first occurs, and thereafter the foregoing powers and duties shall be exercised by the board of directors of the Homeowners' Association or their designees.

5.1.5 The Architectural Committee reserves the right in their sole discretion and without joinder of any lot owner at any time, so long as RoseWood Village Development, L.L.C. is the owner of any lot or part thereof, to amend, revise, or abolish any one or more of the above covenants and restrictions within this Section V by instrument duly executed and acknowledged by them as the Architectural Committee and filed in the County Clerk's office of Tulsa County, Oklahoma.

## SECTION VI. HOMEOWNERS' ASSOCIATION

6.1. 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 "Rosewood Village 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 attached to any Lot owned by the Owner/Developer.

6.2. 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. In addition, the Rosewood Village Homeowners' Association will be responsible for the maintenance of Reserve 'A', Creekridge Park, City of Broken Arrow, State of Oklahoma, Plat number 5732.

## SECTION VII.
## ENFORCEMENT, DURATION, AMENDMENT, AND SEVERABILITY

7.1. 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.

7.2. 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.

7.3. 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 ROSEWOOD VILLAGE; and, thereafter, at any time by an instrument in writing signed by the owners of at least 2/3's 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 7.3, the term "the Subdivision" shall explicitly mean the Plat of ROSEWOOD VILLAGE.

7.4. 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.

7.5 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 _____, 2026.

Rosewood Village Development LLC
an Oklahoma limited liability company

_____
By: Paul Homan, Manager

State of Oklahoma )
) s.s.
County of Tulsa )

Subscribed and sworn before me, a Notary Public, this _____ day of _____, 2026, by Paul Homan, Manager of Rosewood Village Development LLC.

_____
Jack Taber, Notary Public
My commission No. 12005192
My commission expires May 31, 2028

## 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 "ROSEWOOD VILLAGE", 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 _____, 2026.

_____
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 _____, 2026, by David W. Murdoch.

_____
Jack Taber, Notary Public
My commission No. 12005192
My commission expires May 31, 2028

RoseWood Village

# City of Broken Arrow

## Request for Action

**File #:** 26-478, **Version:** 1

**Broken Arrow City Council**
**Meeting of: 04-07-2026**

**Title:**

Acceptance of a Drainage Easement consisting of 1,523.67 square feet of drainage easement, located at 1564 East College Street in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 12, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Mona F. Johnson, Trustee of the Mona F. Johnson Trust, dated December 8, 2021, and authorization of payment in the amount of $2,290 for the College Street Improvements-9th Street to 12th Street, Parcel 2.A (Project No. ST26020)

**Background:**
The attached Drainage Easement is being conveyed to the City of Broken Arrow, a municipal corporation, from Mona F. Johnson, Trustee of the Mona F. Johnson Trust, dated December 8, 2021, the owner. Parcel 2.A consists of 1,523.67 square feet of drainage easement located at 1564 East College Street in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 12, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Mona F. Johnson, Trustee of the Mona F. Johnson Trust, dated December 8, 2021, has accepted the following offer, made subject to City Council approval:

Perpetual Drainage Easement: 1,523.67 Square Feet (SF) @ $2.00/SF x 75% = $2,286

Total Just Compensation Amount = $2,290

A copy of the signed acceptance of the City's offer is attached, as is the Drainage Easement. Payment of the compensation amount is on the April 7, 2026 City Council Claims List

**Cost:** $2,290.00

**Funding Source:** 2018 GO Bond and a Community Development Block Grant

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

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

**Attachments:** Drainage Easement
Acceptance Letter
Conditions for Payment
Affidavit

**Recommendation:**
Accept the Drainage Easement

CITY OF
BROKEN ARROW
*Where opportunity lives*

Office of the City Manager

March 23, 2026

MONA F JOHNSON TRUST
1564 E COLLEGE ST
BROKEN ARROW, OK 74012

**RE: COLLEGE STREET IMPROVEMENTS ~ 9TH STREET TO 12TH STREET**
**PROJECT NO. ST26020 PROJECT PARCEL #: 2.A**

Ms. Johnson,

The City of Broken Arrow has completed the design phase and is beginning the 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 acquisition and make an offer to you. The following offer is made by the City subject to City Council approval:

Perpetual Drainage Easement: 1,523.67 Square Feet (SF) @ $2.00/SF x 75% = $2,286

Total Just Compensation Amount = $2,290

By your signature on this letter, you have accepted the City's offer of $2,290.00. Please return this document in the self-addressed-stamped-envelope for further processing. Please contact Amy O'Laughlin if you have any questions about this offer. Her direct number is 539.529.4970. Please respond within ten (10) days of receipt of this letter.

Respectfully,
**CITY OF BROKEN ARROW**

City Manager

MLS/ajo
enc

Mona F. Johnson Trust, dated December 8, 2021

By: Mona F. Johnson, Trustee

**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.

THE MONA F. JOHNSON TRUST

By: Mona F. Johnson, Trustee

Mona F. Johnson, Trustee

STATE OF OKLAHOMA )

COUNTY OF TULSA )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27 day of March, 2026, personally appeared MONA F. JOHNSON, TRUSTEE OF THE MONA F. JOHNSON TRUST, Dated December 8, 2021, 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.

APRIL BOWER NOTARY PUBLIC # 17008987 EXP. 09/26/29 STATE OF OKLAHOMA

April Bower
NOTARY PUBLIC

BROKEN ARROW
*Where opportunity lives*

# CONDITIONS AND REQUEST FOR PAYMENT

**Conditions**: (List physical conditions required for acceptance):

Any damages caused because of construction shall be repaired and/or replaced by the Contractor to like-kind or better conditions. (two existing driveways, brick mailbox, trash receptacle pad, fencing, etc.)

Mailbox and trash receptacle pad are to be relocated by the Contractor outside of the existing 30-foot right-of-way.

**Terms for Payment:**

Owner's request for payment in the amount of: $ 2,290 —

Owner's Mailing Address: 1564 E College St

Owner Requests Check:

- [x] 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: THE MONA F. JOHNSON TRUST

**Signature/Date:**

Owner/s: Mona F Johnson, Trust Date: 3.20.26

Agent: _____ Date: _____

Project: ST26020 College Street Improvements ~ 9th Street to 12th Street

## DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **MONA F. JOHNSON, TRUSTEE OF THE MONA F. JOHNSON TRUST, Dated December 8, 2021,** the owner of the legal and equitable title to the following described real estate situated in the City of Broken Arrow, Tulsa County, Oklahoma, for and in consideration of the sum of One Dollar, cash in hand, paid by the **CITY OF BROKEN ARROW, OKLAHOMA**, a municipal corporation, and other good and valuable considerations, receipt of which are hereby acknowledged, does hereby dedicate to the public, forever, the following described property, to wit:

**SEE EXHIBIT "A"**
**EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11)**

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing drainage facilities and appurtenances.

The City is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and grantor(s), for him/her and their heirs, administrators, successors and assigns, covenant(s) and agree(s) that no building, structure, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; and further covenant(s) and agree(s) that in the event the terms of this paragraph are violated by the grantor(s) or any person in privy with them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from City or City shall have right to remove or otherwise eliminate such violation, and grantor(s), his/her heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

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.

DATED this 17th day of March, 2026.

THE MONA F. JOHNSON TRUST

By: Mona F Johnson
Mona F. Johnson, Trustee

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 17th day of March, 2026, personally appeared MONA F. JOHNSON, TRUSTEE OF THE MONA F. JOHNSON TRUST, Dated December 8, 2021, 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: BG Date: 3/25/2026
Project: ST26020: College Street Improvements
~ 9th Street to 12th Street Parcel 2.A

# ATTACHMENT "A"

A TRACT OF LAND LYING WITHIN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER (SW/4 NE/4) OF SECTION TWELVE (12), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1, NEW HOPE PRIMITIVE BAPTIST CHURCH, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA; THENCE N01°13'10"W, 12.00 FEET ALONG THE EAST LINE OF SAID LOT 1; THENCE N88°46'50"E PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID NORTHEAST QUARTER, 126.96 FEET TO THE EAST LINE OF SAID SOUTHWEST QUARTER; THENCE S01°20'25"E ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 12.00 FEET; THENCE S88°46'50"W, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 126.98 FEET TO THE POINT OF BEGINNING. CONTAINING 1523.67 SQUARE FEET OR 0.04 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS:
GRID NORTH BASED ON NAD 83 OKLAHOMA
STATE PLANE COORDINATE SYSTEM NORTH ZONE

## SURVEYOR'S CERTIFICATE

I, Brian Lee Peltier, P.S. 1867, Merestone Surveying LLC, Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying in the state of Oklahoma.

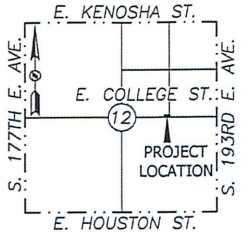
Witness my hand and seal this 6th day of March 2026.

REGISTERED PROFESSIONAL LAND SURVEYOR
BRIAN LEE PELTIER
LS 1867
OKLAHOMA

Brian Lee Peltier,
P.S. #1867
C.A. NO.: 6901 Expires:06/30/2027.

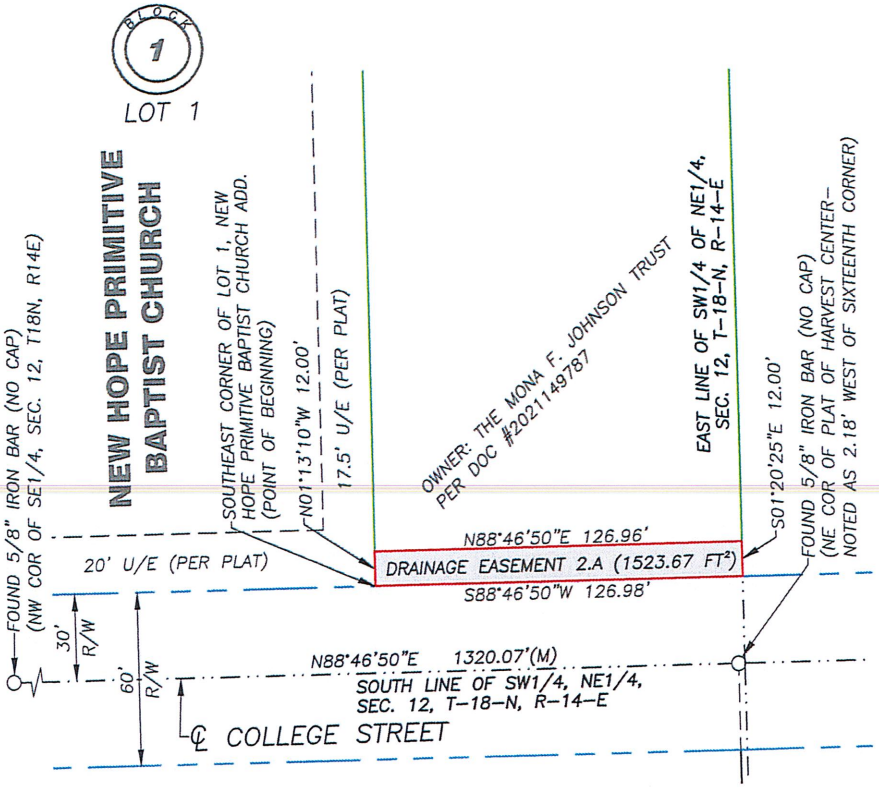
| | | | | |
|---|---|---|---|---|
| Sheet: 1 OF 3 | Drawn By: JS<br>Proj. No: 032950.00.37<br>Field Date: 10-14-2025<br>Issue Date: 03-06-2026 | Project: DRAINAGE EASEMENT 2.A<br>COBA PROJ. #ST26020B | Client: KIMLEY-HORN<br>805 PENNSYLVANIA AVENUE, STE. 150, KANSAS CITY, MISSOURI, 64105 | Merestone Surveying |

# DRAINAGE EASEMENT 2.A




SECTION MAP

SECTION 12-T18N-R14E
(NOT TO SCALE)






GRAPHIC SCALE

0 25 50

1 inch = 50 feet

LEGEND

| | |
|---|---|
| ○ | Found Survey Monument |
| ℄ | Center Line |
| R/W | Right-of-Way |
| (M) | Measured |
| ⏚ | Not To Scale |
| | Parcel |
| | Existing Right-of-Way |
| | Property Line |

NOTE: THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF PROPOSED EASEMENT. IT SHOULD NOT BE USED TO LOCATE PROPERTY LINES AND DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

| | | | |
|---|---|---|---|
| Sheet: 2 OF 3 | Project: DRAINAGE EASEMENT 2.A<br>COBA PROJ. #ST26020B | Client: KIMLEY-HORN<br>805 PENNSYLVANIA AVENUE, STE. 150, KANSAS CITY, MISSOURI, 64105 | Merestone Surveying |

Drawn By: JS
Proj. No: 032950.00.37
Field Date: 10-14-2025
Issue Date: 03-06-2026

# City of Broken Arrow

## Request for Action

**File #:** 26-487, **Version:** 1

**Broken Arrow City Council**
**Meeting of: 04-07-2026**

**Title:**

Acceptance of a Storm Sewer and Access Easement and a Temporary Construction Easement from Grand Slam Enterprises, LLC, an Oklahoma limited liability company, the owner, on property generally located south of West Jasper Street and east of South Elm Place in Broken Arrow, Oklahoma, located in the Northwest Quarter of Section 11, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma for the Indian Springs Storm Sewer Improvements, Parcels 1.1 and 1.A (Project No. SW26100)

**Background:**
The attached Storm Sewer and Access Easement and Temporary Construction Easement are being donated to the City of Broken Arrow from Grand Slam Enterprises, LLC, an Oklahoma limited liability company, the owner. Parcel 1.1 consists of 0.34 acres of permanent access and storm sewer easement; Parcel 1.A consists of 0.35 acres of temporary construction easement. Both parcels are being conveyed for the Indian Springs Storm Sewer Improvements, located in the Northwest Quarter of Section 11, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma.

A copy of the Storm Sewer and Access Easement and Temporary Construction Easement are attached.

**Cost:** $0

**Funding Source:** N/A

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

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

**Attachments:** Storm Sewer and Access Easement
Temporary Construction Easement

**Recommendation:**
Accept the Storm Sewer and Access Easement and Temporary Construction Easement

## STORM SEWER AND ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **GRAND SLAM ENTERPRISES, LLC, an Oklahoma limited liability company**, the owner(s), of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar ($1.00), cash in hand paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby assign(s), grant(s) and convey(s) to the **CITY OF BROKEN ARROW**, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in TULSA County, State of Oklahoma to wit:

**SEE EXHIBIT "A"**

with right of ingress and egress to and from the same, for the purpose of constructing, operating, maintaining, or replacing storm sewer lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area.

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 or maintenance of the applicable improvement.

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 26 day of March, 2026.

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

GRAND SLAM ENTERPRISES, LLC, an Oklahoma limited liability company

By: Tyler Yoak, Managing Member

STATE OF OKLAHOMA )
) §
COUNTY OF TULSA )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26th day of March 2026, personally appeared Tyler Yoak, Managing Member of GRAND SLAM ENTERPRISES, LLC, an Oklahoma limited liability company, 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

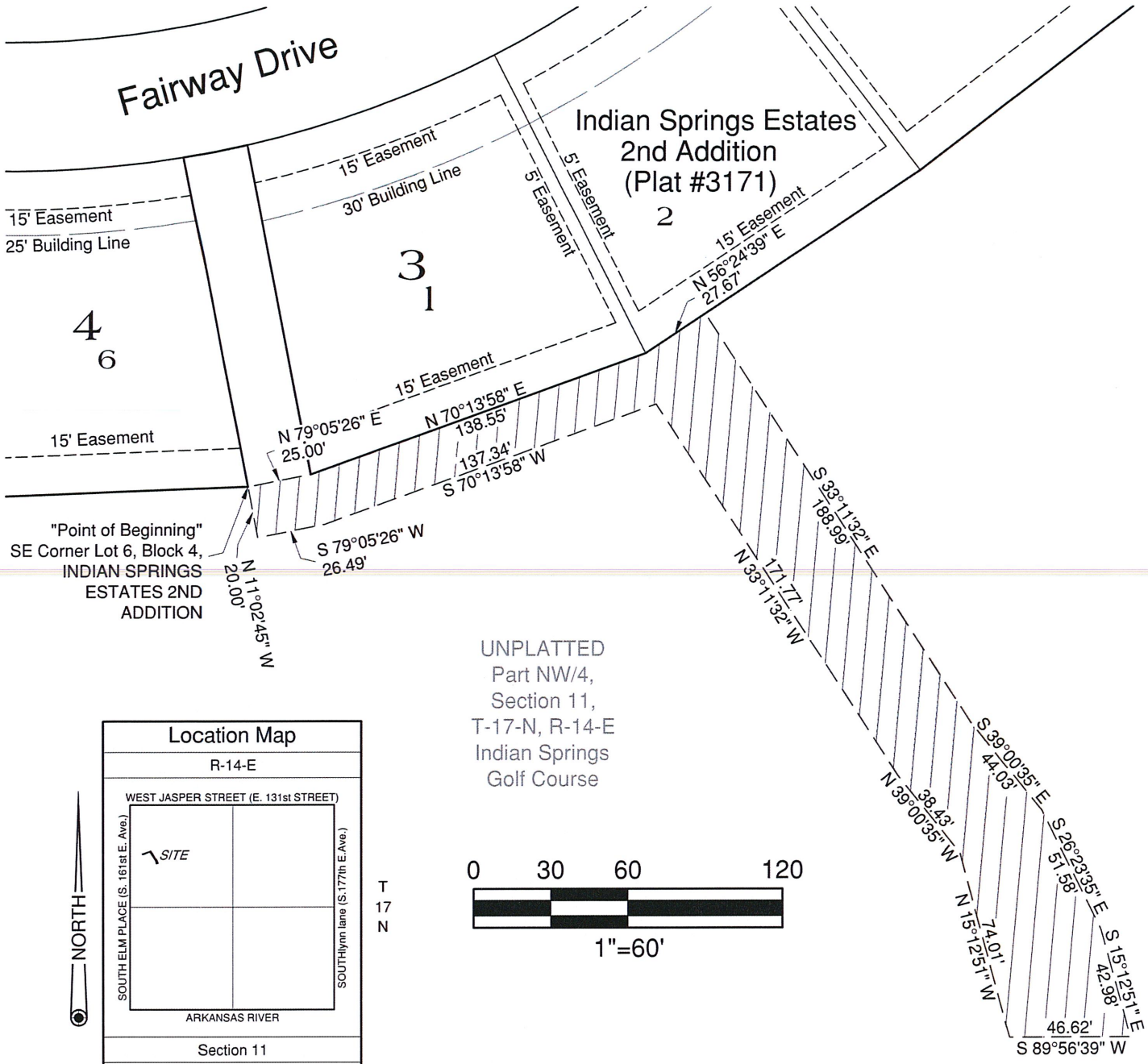
Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer SAW Checked: 3-27-26
Project: INDIAN SPRINGS STORM SEWER IMPROVEMENTS
Project #SW26100 Parcel 1.1

# Exhibit "A"







# Storm Sewer and Access Easement Exhibit


Tulsa Engineering & Planning Associates
9810 E. 42nd Street, Suite 100 Tulsa, Oklahoma 74146
Phone: 918-252-9621 Fax: 918-340-5999
Civil Engineering, Land Surveying, Land Planning
Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2027


Job No: 25-070
Scale: 1" = 60'
Date: 3/23/2026



G:\25-070\MiscDwgs\Easement Exhibit\25-070 COBA Indian Springs Easement Exhibit.dwg, 3/23/2026 - 11:20 AM

# Exhibit "A"

## Legal Description

A tract of land located in the NW/4 of Section Sixteen (11), Township Seventeen (17) North, Range Fourteen (14) East of the Indian Base and Meridian, City of Broken Arrow, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Beginning at the SE corner of Lot 6, Block 4, "INDIAN SPRINGS ESTATES 2ND ADDITION", a subdivision within the City of Broken Arrow, Tulsa County, State of Oklahoma, according to Plat No. 3171, as recorded in the office of the Tulsa County Clerk;

Thence N 79°05'26" E a distance of 25.00 feet to the SW corner of Lot 1, Block 3 of said Plat No. 3171; Thence N 70°13'58" E, along the southerly line of said Lot 1, a distance of 138.55 feet to the SE corner thereof; Thence N 56°24'39" E, along the southerly line of Lot 2 of said Plat No. 3171, a distance of 27.67 feet; Thence S 33°11'32" E a distance of 188.99 feet; Thence S 39°00'35" E a distance of 44.03 feet; Thence S 26°23'35" E a distance of 51.58 feet; Thence S 15°12'51" E a distance of 42.98 feet; Thence S 89°56'39" W a distance of 46.62 feet; Thence N 15°12'51" W a distance of 74.01 feet; Thence N 39°00'35" W a distance of 38.43 feet; Thence N 33°11'32" W a distance of 171.77 feet; Thence S 70°13'58" W a distance of 137.34 feet; Thence S 79°05'26" W a distance of 26.49 feet; Thence N 11°02'45" W a distance of 20.00 feet to the "Point of Beginning".

Said tract contains 14,844 square feet or 0.3408 acres.

The non-astronomic bearings for said tract are based upon the Oklahoma State Plane Coordinate System. NAD83 (2011).

## ***CERTIFICATE:***

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc. and a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accord with existing records, is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property Descriptions" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

Witness my hand and seal this 23rd day of March, 2026

David W. Murdoch, P.L.S.
2026.03.23 11:24:34 -05'00'

David W. Murdoch, P.L.S. No. 1404
E-mail: d.murdoch@tulsaengineering.com
Telephone: (918) 252-9621

LICENSED PROFESSIONAL LAND SURVEYOR
DAVID W. MURDOCH
1404
OKLAHOMA

# Storm Sewer and Access Easement ExhibitExhibit

Tulsa Engineering & Planning Associates
9810 E. 42nd Street, Suite 100 Tulsa, Oklahoma 74146
Phone: 918-252-9621 Fax: 918-340-5999
Civil Engineering, Land Surveying, Land Planning
Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2027

Job No: 25-070
Scale: N/A
Date: 3/23/2026



G:\25-070\MiscDwgs\Easement Exhibit\25-070 COBA Indian Springs Easement Exhibit.dwg, 3/23/2026 - 11:21 AM

## TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, **GRAND SLAM ENTERPRISES, LLC, an Oklahoma limited liability company**, the Owner(s), of the legal and equitable title to the following described real estate situated in TULSA County, State of Oklahoma, for and in consideration of the sum of One Dollar ($1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW, a municipal corporation**, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in said County to wit:

**SEE EXHIBIT "A"**

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of 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 26th day of March 2026.

GRAND SLAM ENTERPRISES, LLC, an Oklahoma limited liability company

By:_____
Tyler Yoak, Managing Member

STATE OF OKLAHOMA )
) §
COUNTY OF TULSA )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 26th day of March 2026, personally appeared Tyler Yoak, Managing Member of GRAND SLAM ENTERPRISES, LLC, an Oklahoma limited liability company, 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 SAW Checked: 3-27-26
Project: INDIAN SPRINGS STORM SEWER IMPROVEMENTS
Project #SW26100 Parcel 1.A

# GRAND SLAM ENTERPRISES LLC
# TEMPORARY CONSTRUCTION EASEMENT
# 15,417.29 SQ FEET, OR 0.35 ACRES

## LEGAL DESCRIPTION 1.A:

A TRACT OF LAND THAT IS PART OF THE NORTHWEST QUARTER SECTION OF SECTION ELEVEN (11), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE POINT OF BEGINNING WITH A NORTHING OF 360352.3183 AND A EASTING OF 2620723.0232; THENCE CLOCKWISE N 37°52'9.93" E A DISTANCE OF 141.87 FEET; THENCE S 54°33'15.73" E A DISTANCE OF 32.33 FEET; THENCE S 17°13'27.07" E A DISTANCE OF 78.51 FEET; THENCE S 02°09'42.97" W A DISTANCE OF 82.64 FEET; THENCE S 89°41'31.69" W A DISTANCE OF 66.87 FEET; THENCE N 45°52'38.72" W A DISTANCE OF 92.90 FEET; TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 15,417.29 SQUARE FEET OR 0.35 ACRES, MORE OR LESS. THE TRACT OF LAND DESCRIPTION IS BASED ON THE STATE PLANE COORDINATE SYSTEM.

# GRAND SLAM ENTERPRISES LLC
# TEMPORARY CONSTRUCTION EASEMENT
# 15,417.29 SQ FEET, OR 0.35 ACRES

**OWNER:**

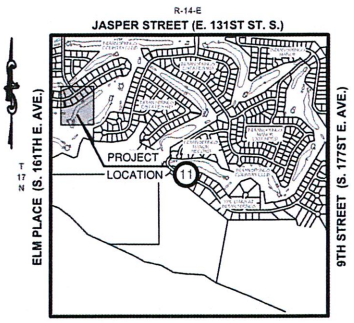
GRAND SLAM ENTERPRISES
C/O GRAND SLAM ENTERPRISES

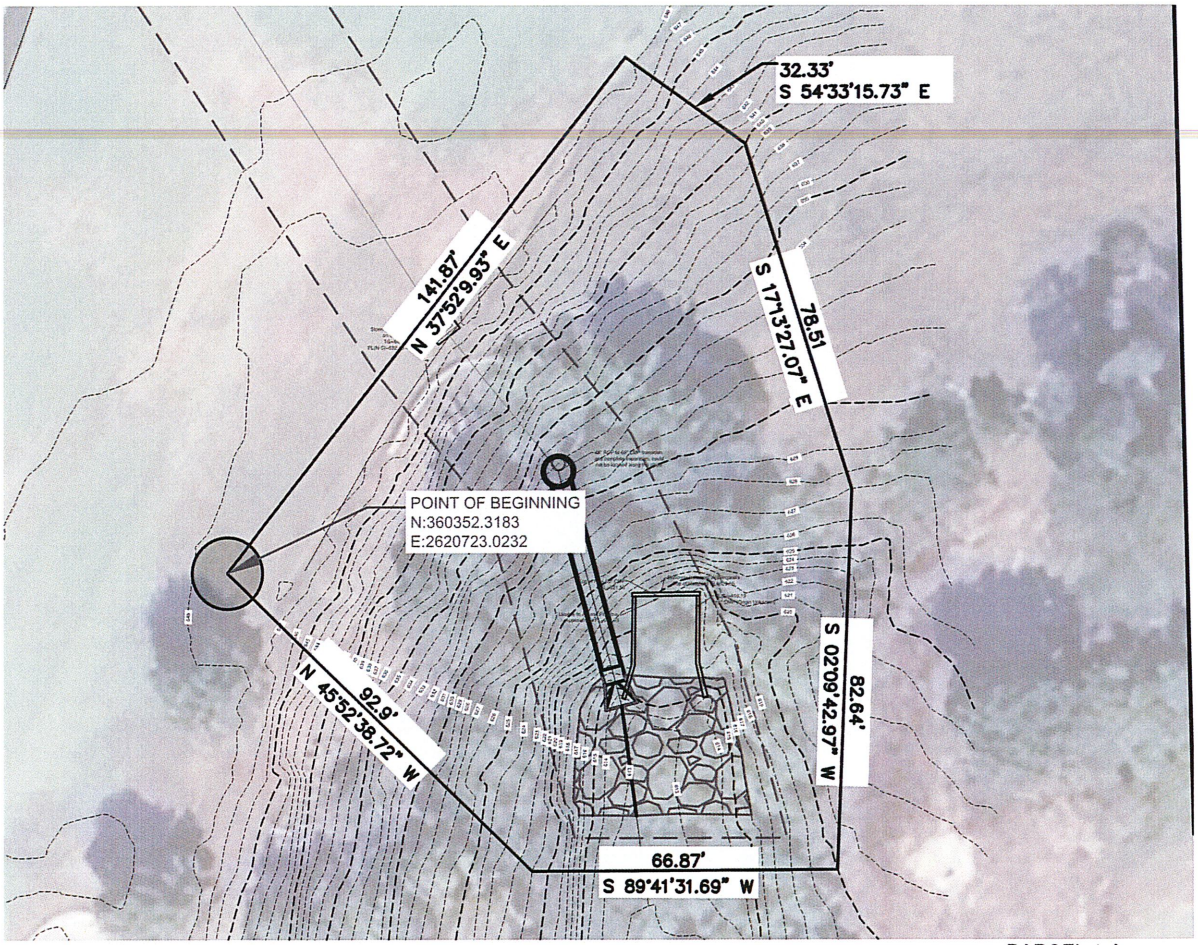
**ADDRESS:**

16006 E 131ST ST.
BROKEN ARROW, OK 74011

**STATEMENT OF BEARINGS:**

ALL BEARINGS ON THIS PLAT OF SURVEY ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.




BROKEN ARROW
*Where Opportunity lives*

**GRAND SLAM ENTERPRISES LLC**
**SECTION 11 T17N, R14E TULSA COUNTY**

PARCEL 1.A
PROJECT NO. SW26100
PARCEL NO. 97411741112750
MARCH 20TH 2026
PAGE 2 OF 2

# City of Broken Arrow

## Request for Action

**File #:** 26-467, **Version:** 1

**Broken Arrow City Council**
**Meeting of: 04-07-2026**

**Title:**

Acceptance of a Temporary Construction Easement for Parcel 5.A, consisting of 2,492.95 square feet of property located at 2003 West Austin Place in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 27, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Andrea Seabeck and Tristan Seabeck for the Waterford Park Erosion Mitigation, Parcel 5.A (Project No. SW26110)

**Background:**
The attached Temporary Construction Easement is being donated to the City of Broken Arrow, a municipal corporation, from Andrea Seabeck and Tristan Seabeck, the owners. Parcel 5.A consists of 2,492.95 square feet of temporary construction easement located at 2003 West Austin Place in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 27, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, subject to City Council approval:

**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:** Temporary construction Easement
Donation Certificate

**Recommendation:**
Accept the Temporary Construction Easement.

# DONATION CERTIFICATE

Project: SW26110 County: Tulsa State: OK Parcel: 5.A

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.

| | | |
|---|---|---|
| Signature | Tristan Seabeck<br>Printed Name | 3-27-20<br>Date |
| Andrea Seabeck<br>Signature | Andrea Seabeck<br>Printed Name | 3-27-20<br>Date |
| Agent Signature | Acquisition Agent<br>Title | 3-27-20<br>Date |

# TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, **ANDREA SEABECK and TRISTAN SEABECK, wife and husband**, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar ($1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in said County, to-wit:

**SEE EXHIBIT "A"**

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of 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 March 2026.

Andrea Seabeck

Andrea Seabeck

Tristan Seabeck

STATE OF Oklahoma )
) §
COUNTY OF Tulsa )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 27th day of March, 2026, personally appeared Andrea Seabeck and Tristan Seabeck, 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.

NOTARIZE

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: SAW Date: 3-27-26
Project: SW26110 Waterford Park Erosion Mitigation
Parcel 5.A

# ANDREA & TRISTAN SEABECK
# TEMPORARY CONSTRUCTION EASEMENT
# 2,492.95 SQ FEET, OR 0.06 ACRES

**OWNER:**

ANDREA & TRISTAN SEABECK

**ADDRESS:**

2003 W. AUSTIN PL. S.
BROKEN ARROW, OK 74011

**STATEMENT OF BEARINGS:**

ALL BEARINGS ON THIS PLAT OF SURVEY ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.







BROKEN ARROW
*Where Opportunity lives*

**ANDREA & TRISTAN SEABECK**
**WATERFORD PARK (81930) BLOCK 4 LOT 6**
**SECTION 27 T18N, R14E TULSA COUNTY**

PARCEL 5.A
PROJECT NO. SW26110
PARCEL NO. 81930842744900
JANUARY 15TH 2026

# ANDREA & TRISTAN SEABECK
# TEMPORARY CONSTRUCTION EASEMENT
# 2,492.95 SQ FEET, OR 0.06 ACRES

## LEGAL DESCRIPTION 5.A:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER SECTION OF SECTION TWENTY SEVEN (27), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE POINT OF BEGINNING WITH A NORTHING OF 373678.0141 AND A EASTING OF 2615435.8491; THENCE CLOCKWISE S 88°35'27.08" W A DISTANCE OF 20.00 FEET; THENCE N 37°10'01.92" W A DISTANCE OF 7.41 FEET; THENCE N 16°30'45.08" E A DISTANCE OF 98.20' FEET; THENCE S 73°29'14.92" E A DISTANCE OF 25.00 FEET; THENCE S 16°30'45.08" W A DISTANCE OF 96.43 FEET; TO THE POINT OF BEGINNING OF SAID TRACK OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 2,492.95 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

# City of Broken Arrow

## Request for Action

**File #:** 26-486, **Version:** 1

**Broken Arrow City Council**
**Meeting of: 04-07-2026**

**Title:**

Acceptance of Utility Easements for Parcels 23.0 and 24.0, consisting of 37,842 square feet and 6,607 square feet, respectively, of utility easement and acceptance of Temporary Construction Easements for Parcels 23.1, 23.2 and 24.1, consisting of 3,393 square feet, 19,536 square feet, and 4,405 square feet, respectively, of temporary construction easement on property generally located at 9665 South 193rd East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 19, Township 18 North, Range 15 East, Wagoner County, Oklahoma, from David Warne aka David M. Warne and Sharon Warne aka Sharon E. Warne, and authorization of payment in the amount of $48,730.00 for the County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements, Parcels 23.0, 23.1, 23.2, 24.0, and 24.1 (Project No. 2154250)

**Background:**
The attached Utility Easements and Temporary Construction Easements are being conveyed to the City of Broken Arrow, a municipal corporation, from David Warne aka David M. Warne and Sharon Warne aka Sharon E. Warne, the owner. Parcel 23.0 consists of 37,842 square feet of utility easement; Parcel 24.0 consists of 6,607 square feet of utility easement; Parcel 23.1 consist of 3,393 square feet of temporary construction easement; Parcel 23.2 consist of 19,536 square feet of temporary construction easement; Parcel 24.1 consist of 4,405 square feet of temporary construction easement, generally located at 9665 South 193rd East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 19, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma. David Warne aka David M. Warne and Sharon Warne aka Sharon E. Warne have accepted the following offer, made subject to City Council approval:

Parcel 23.0 Permanent Utility Easement: 37,842 SQUARE FEET (SF) @ $1.15/SF x 75% = $32,639
Parcel 23.1 Temporary Construction Easement: 3,393 SF @ $1.15/SF x 10% = $391
Parcel 23.2 Temporary Construction Easement: 19,536 SF @ $1.15/SF x 10% = $2,247
Parcel 23 Total: $35,277

Parcel 24.0 Permanent Utility Easement: 6,607 SQUARE FEET (SF) @ $1.15/SF x 75% = $5,699
Cost to Cure: Replace Mature Trees 2 x $850 each = $1,700; Mature Oak Tree: 1 x $950 = $950
Total cost to Cure: $2,650
Parcel 24.1 Temporary Construction Easement: 4,405 SF @ $1.15/SF x 10% = $507
Cost to Cure: Replace Mature Trees 2 x $850 each = $1,700 Total cost to Cure:$1,700

Parcel 24 Total: $10,049

Improvements Acquired: Mature Trees: 4 x $850 = $3,400

Total Just Compensation Amount (Rounded) = **$49,240**

A copy of the signed acceptance of the City's offer is attached, as is the Utility Easement. Payment of the compensation amount is on the April 7, 2026 City Council Claims List.

**Cost:** $48,730.00

**Funding Source:** OWRB Loan

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

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

**Attachments:** Utility Easement
Temporary Construction Easement
Acceptance Letter
Conditions and Request for Payment
Affidavit

**Recommendation:**
Accept the Utility Easements and Temporary Construction Easements

March 24, 2026

David Warne and Sharon Warne
P.O. Box 140180
Broken Arrow, OK 74014

**RE: COUNTY LINE TRUNK SEWER PHASE IIB–SANITARY SEWER IMPROVEMENTS PROJECT #2154250, PARCEL #: 23.0, 23.1, 23.2, 24.0, & 24.1**
**2nd REVISED OFFER-CORRECTED**

**PROPERTY LOCATION: 9665 SOUTH 193RD EAST AVENUE, BROKEN ARROW, OK 74014 AND VACANT PARCEL**

Mr. and Mrs. Warne:

Representatives of the Department of Engineering and Construction have kept me apprised of the discussions regarding the proposed acquisition of your property in relation to the sanitary sewer improvement 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:

Parcel 23.0 Permanent Utility Easement: 37,842 SQUARE FEET (SF) @ $1.15/SF x 75% = **$32,639**
Parcel 23.1 Temporary Construction Easement: 3,393 SF @ $1.15/SF x 10% = **$391**
Parcel 23.2 Temporary Construction Easement: 19,536 SF @ $1.15/SF x 10% = **$2,247**
**Parcel 23 Total:** $35,277

Parcel 24.0 Permanent Utility Easement: 6,607 SQUARE FEET (SF) @ $1.15/SF x 75% = **$5,699**
Cost to Cure: Replace Mature Trees 2 x $850 each = $1,700; Mature Oak Tree: 1 x $950 = $950
Total cost to Cure: **$2,650**

Parcel 24.1 Temporary Construction Easement: 4,405 SF @ $1.15/SF x 10% = $507
Cost to Cure: Replace Mature Trees 2 x $850 each = $1,700 Total cost to Cure:**$2,207**

**Parcel 24 Total:** $10,556

Improvements Acquired: Mature Trees: 4 x $850 = **$3,400**

Total Just Compensation Amount (Rounded) = **$49,240**

By your signature on this letter, you have accepted the City's offer of $49,240.00. Please return this document in the enclosed self-addressed stamped envelope or via email 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

MLS/ao
enc

David Warne

Sharon Warne
Date Signed: 3-30-2026

**AFFIDAVIT**

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.

David Warne aka David M. Warne

Sharon Warne aka Sharon E. Warne

STATE OF OKLAHOMA )
) §
COUNTY OF WAGONER )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of March, 2026, personally appeared David Warne aka David M. Warne and Sharon Warne aka Sharon E. Warne, 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):

The concrete driveway within the new easements on Parcel 24 is to be repaired or replaced by Contractor, per design plans.

Contractor is to remove all eight of the mature trees alongside the driveway.

Contractor will repair or replace fencing damaged during construction, per design plans.

Existing electrical line runs from garage towards the road-Contractor will work with property owner to repair/replace the line if it cannot be avoided, at no expense to the property owner.

Property owner is to be contacted before construction begins.

**Terms for Payment:**

Owner's request for payment in the amount of: $48,730.00

Owner's Mailing Address: P.O. Box 140180, B.A., 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: David Warne and Sharon Warne

**Signature/Date:**

Owner/s: David M. Warne Date: 3/30/2026

Owner/s: Sharon L. Warne Date: 3-30-26

Agent: Amy O'Dwyer Date: 3-30-2026

Project: 2154250 County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements, Parcels 23.0, 23.1, 23.2, 24.0 & 24.1

## TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, **DAVID WARNE aka DAVID M. WARNE and SHARON WARNE aka SHARON E. WARNE, husband and wife**, 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 EXHIBIT "A"**

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of the roadway improvements.

That the Owner(s) agree that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 30th day of March 2026.

David Warne
David Warne aka David M. Warne

Sharon E Warne
Sharon Warne aka Sharon E. Warne

STATE OF OKLAHOMA )
) §
COUNTY OF WAGONER )

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 30th day of March, 2026, personally appeared David Warne aka David M. Warne and Sharon Warne aka Sharon E. Warne, 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

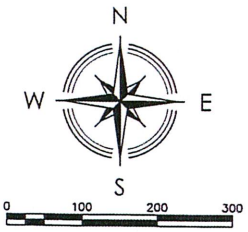
Engineer: ELR Date: 3/31/26
Project: 2154250 County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements
Parcel 23.1, 23.2, and 24.1

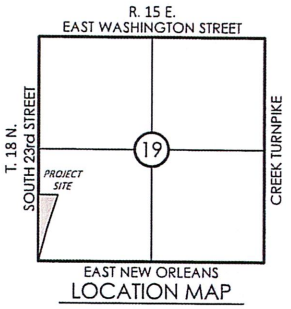
# EXHIBIT "A"
# TEMPORARY CONSTRUCTION EASEMENT

OWNER:
The Brandy LLC
PROPERTY ID:
730007021
PROPERTY ADDRESS:
No Address listed in County Records
STATEMENT OF BEARINGS:
Basis of Bearings: Oklahoma State Plane Coordinate System, North Zone, 3501, NAD 83 (1993)

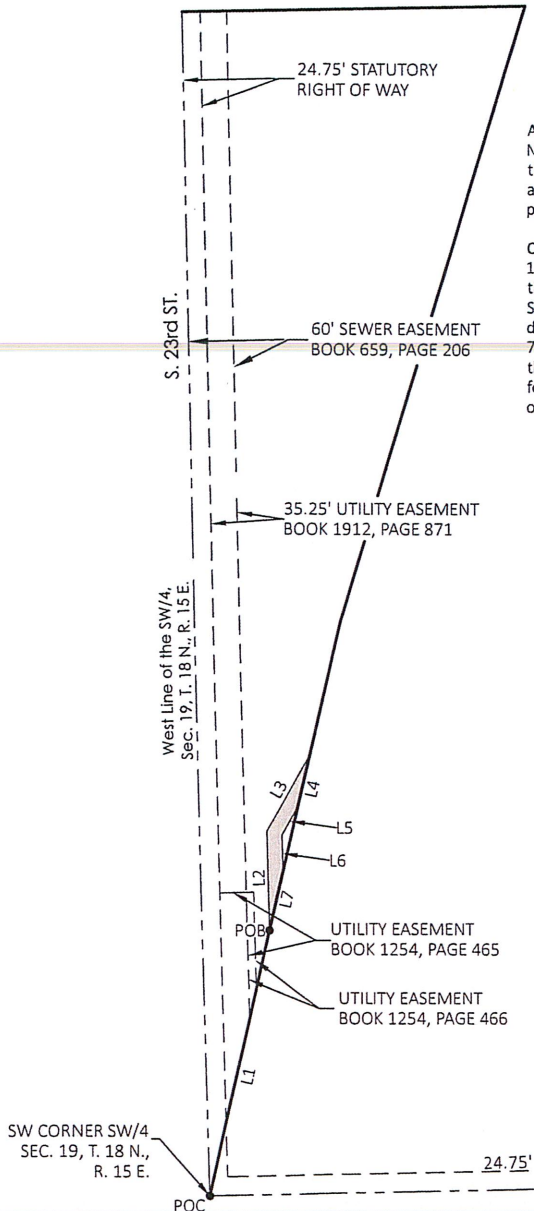
LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
Temporary Construction Easement
3,392.93 s.f. or 0.08 acres, more or less



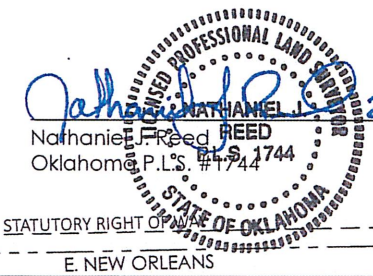
LOCATION MAP




A tract of land located in the Southwest Quarter (SW/4) of Section Nineteen (19), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according the United States Government Survey thereof, being more particularly described as follows:

**COMMENCING** at the Southwest corner of said SW/4; thence North 13°07'44" East, for a distance of 360.54 feet to the **POINT OF BEGINNING**; thence North 01°19'36" West and parallel with the West line of said SW/4, for a distance of 131.41 feet; thence North 29°27'40" East, for a distance of 116.66 feet; thence South 13°07'44" West, for a distance of 71.12 feet; thence South 29°27'40" West, for a distance of 42.90 feet; thence South 01°19'36" East and parallel with the West line of said SW/4, for a distance of 48.32 feet; thence South 13°07'44" West, for a distance of 80.12 feet to the **POINT OF BEGINNING**.

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | N 13°07'44" E | 360.54' |
| L2 | N 01°19'36" W | 131.41' |
| L3 | N 29°27'40" E | 116.66' |
| L4 | S 13°07'44" W | 71.12' |
| L5 | S 29°27'40" W | 42.90' |
| L6 | S 01°19'36" E | 48.32' |
| L7 | S 13°07'44" W | 80.12' |




2.18.2022
Nathaniel J. Reed P.L.S. #1744 — Date

BROKEN ARROW
Where opportunity lives

HARDEN & ASSOCIATES
SURVEYING AND MAPPING, PC
5807 South Garnett Road, Suite K, Tulsa, Oklahoma 74146
(918) 234-4859 Office
(918) 893-5552 Fax
Certificate of Authorization No. 4656 Expires June 30, 2023

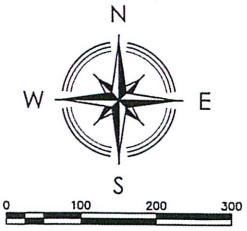
| | |
|---|---|
| PARCEL: TEMP CONSTR. ESMT. | PROJECT No.: 161027 |
| DRAWING: PARCEL 23.1 | DATE: OCT 2021 |
| | DRAWN: JLN |
| | SCALE: 1:200' |
| | CHECKED: NJR |
| REVISION: FEB 2022 | SHEET NO.: 1 OF 1 |

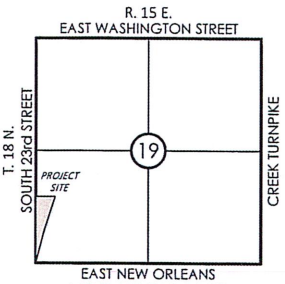
# EXHIBIT "A"
# TEMPORARY CONSTRUCTION EASEMENT

OWNER:
The Brandy LLC
PROPERTY ID:
730007021
PROPERTY ADDRESS:
No Address listed in County Records
STATEMENT OF BEARINGS:
Basis of Bearings: Oklahoma State Plane Coordinate System, North Zone, 3501, NAD 83 (1993)

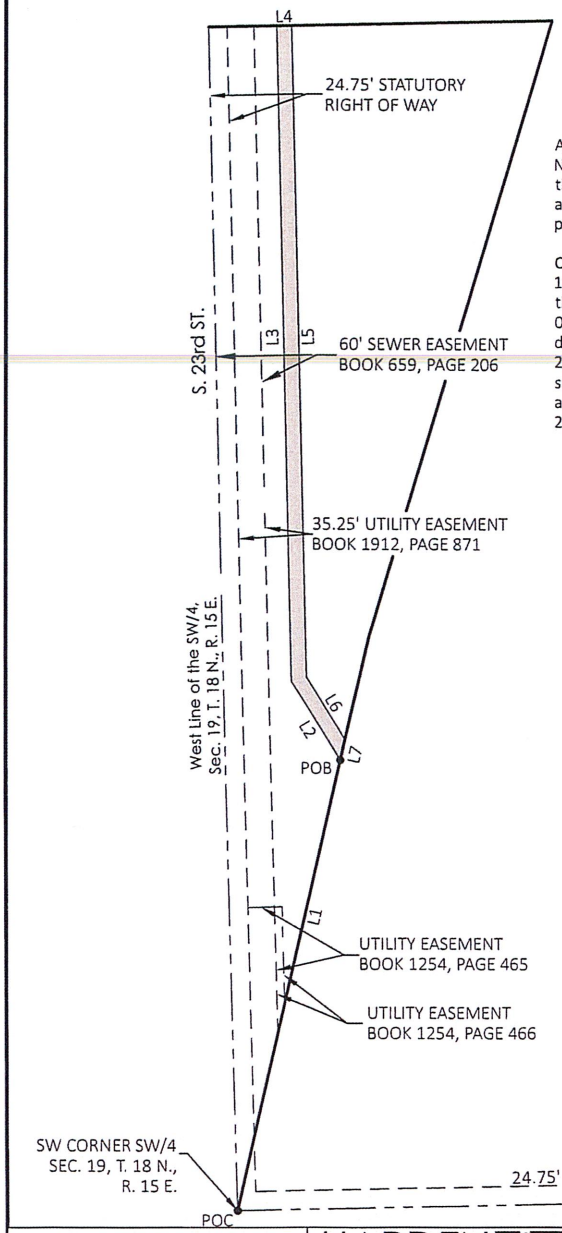
LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
Temporary Construction Easement
19,535.80 s.f. or 0.45 acres, more or less



LOCATION MAP




A tract of land located in the Southwest Quarter (SW/4) of Section Nineteen (19), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according the United States Government Survey thereof, being more particularly described as follows:

COMMENCING at the Southwest corner of said SW/4; thence North 13°07'44" East, for a distance of 612.32 feet to the POINT OF BEGINNING; thence North 32°06'52" West, for a distance of 122.79 feet; thence North 01°19'36" West and parallel with the West line of said SW/4, for a distance of 869.42 feet; thence North 88°40'22" East, for a distance of 20.00 feet; thence South 01°19'36" East and parallel with the West line of said SW/4, for a distance of 863.91 feet; thence South 32°06'52" East, for a distance of 97.46 feet; thence South 13°07'44" West, for a distance of 28.16 feet to the POINT OF BEGINNING.

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | N 13°07'44" E | 612.32' |
| L2 | N 32°06'52" W | 122.79' |
| L3 | N 01°19'36" W | 869.42' |
| L4 | N 88°40'22" E | 20.00' |
| L5 | S 01°19'36" E | 863.91' |
| L6 | S 32°06'52" E | 97.46' |
| L7 | S 13°07'44" W | 28.16' |

LICENSED PROFESSIONAL LAND SURVEYOR NATHANIEL J. REED O.K.L.S. 1744 STATE OF OKLAHOMA

2-18-2022
Nathaniel J. Reed, O.K.L.S. #1744 Date
Oklahoma P.L.S. #1744

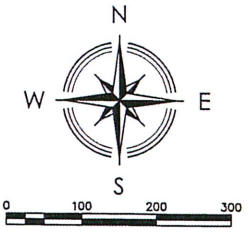
BROKEN ARROW
Where opportunity lives

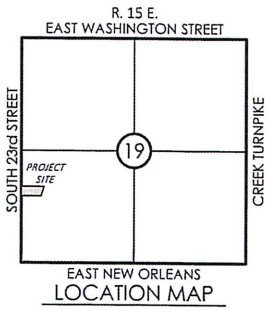
HARDEN & ASSOCIATES
SURVEYING AND MAPPING, PC
5807 South Garnett Road, Suite K, Tulsa, Oklahoma 74146
Certificate of Authorization No. 4656
(918) 234-4859 Office
(918) 893-5552 Fax
Expires June 30, 2023

| | |
|---|---|
| PARCEL: TEMP CONSTR. ESMT. | PROJECT No.: 161027 |
| DRAWING: PARCEL 23.2 | DATE: OCT 2021 |
| | DRAWN: JLN |
| | SCALE: 1:200' |
| | CHECKED: NJR |
| REVISION: FEB 2022 | SHEET NO.: 1 OF 1 |

# EXHIBIT "A"
# TEMPORARTY CONSTRUCTION EASEMENT

OWNER:
David M. & Sharon E. Warne
PROPERTY ID:
730061577
PROPERTY ADDRESS:
9665 S. 193rd E. AVE.
STATEMENT OF BEARINGS:
Basis of Bearings: Oklahoma State Plane Coordinate System, North Zone, 3501, NAD 83 (1993)



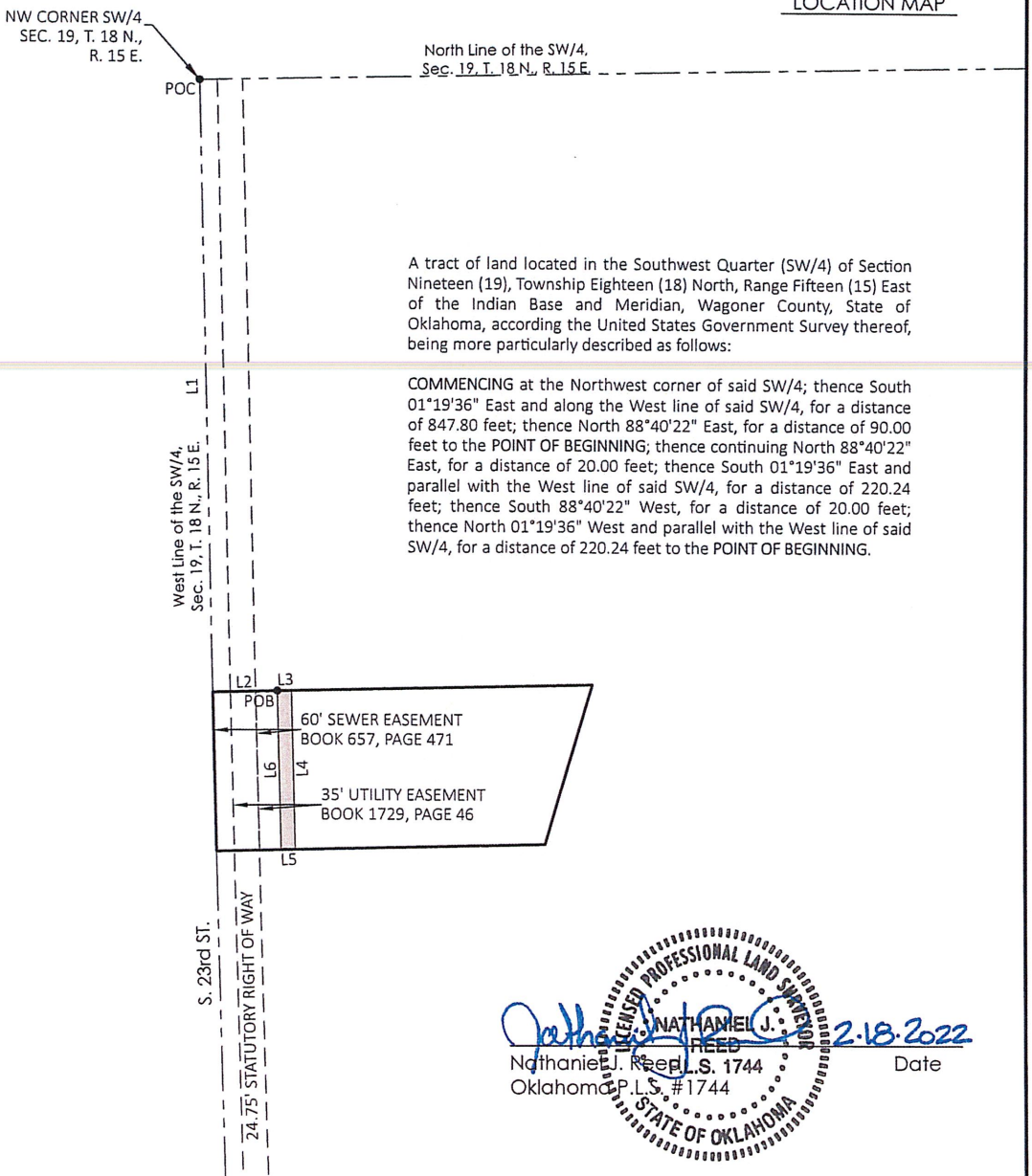



LOCATION MAP

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
Temporary Construction Easement 4,404.72 s.f. or 0.10 acres, more or less

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 01°19'36" E | 847.80' |
| L2 | N 88°40'22" E | 90.00' |
| L3 | N 88°40'22" E | 20.00' |
| L4 | S 01°19'36" E | 220.24' |
| L5 | S 88°40'22" W | 20.00' |
| L6 | N 01°19'36" W | 220.24' |




A tract of land located in the Southwest Quarter (SW/4) of Section Nineteen (19), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according the United States Government Survey thereof, being more particularly described as follows:

COMMENCING at the Northwest corner of said SW/4; thence South 01°19'36" East and along the West line of said SW/4, for a distance of 847.80 feet; thence North 88°40'22" East, for a distance of 90.00 feet to the POINT OF BEGINNING; thence continuing North 88°40'22" East, for a distance of 20.00 feet; thence South 01°19'36" East and parallel with the West line of said SW/4, for a distance of 220.24 feet; thence South 88°40'22" West, for a distance of 20.00 feet; thence North 01°19'36" West and parallel with the West line of said SW/4, for a distance of 220.24 feet to the POINT OF BEGINNING.

LICENSED PROFESSIONAL LAND SURVEYOR
NATHANIEL J. REED
STATE OF OKLAHOMA

Nathaniel J. Reed L.S. 1744 — 2.18.2022
Nathaniel J. Reed, Oklahoma P.L.S. #1744 — Date

BROKEN ARROW
Where opportunity lives

HARDEN & ASSOCIATES
SURVEYING AND MAPPING, PC
5807 South Garnett Road, Suite K, Tulsa, Oklahoma 74146 (918) 234-4859 Office (918) 893-5552 Fax
Certificate of Authorization No. 4656 Expires June 30, 2023

| | |
|---|---|
| PARCEL: TEMP CONSTR. ESMT. | PROJECT No.: 161027 |
| DRAWING: PARCEL 24.1 | DATE: OCT 2021 |
| | DRAWN: JLN |
| | SCALE: 1:200' |
| | CHECKED: NJR |
| REVISION: FEB 2022 | SHEET NO.: 1 OF 1 |

## UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **DAVID WARNE aka DAVID M. WARNE and SHARON WARNE aka SHARON E. WARNE, husband and wife**, the owner(s), of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar ($1.00), cash in hand paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby assign(s), grant(s) and convey(s) to the **CITY OF BROKEN ARROW**, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in WAGONER County, State of Oklahoma to wit:

**SEE EXHIBIT "A"**

with right of ingress and egress to and from the same, for the purpose of constructing, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines and other public service facilities across said premises herein described.

There is further granted, the right to remove any tree or parts of trees, which in the judgment of the City may interfere with the construction of the applicable utilities.

PROVIDED, that the said Grantor, his/her heirs, executors, administrators and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City, its successors or assigns.

TO HAVE AND TO HOLD such easement and right of way unto the City of Broken Arrow, Oklahoma, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 30th day of March, 2026.

David Warne aka David M. Warne

Sharon Warne aka Sharon E. Warne

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 30th day of March, 2026, personally appeared David Warne aka David M. Warne and Sharon Warne aka Sharon E. Warne, 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

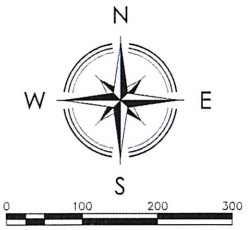
Engineer: ELR Date: 3/31/26
Project: 2154250 County Line Trunk Sewer Phase IIB - Sanitary Sewer Improvements
Parcel 23.0 and 24.0

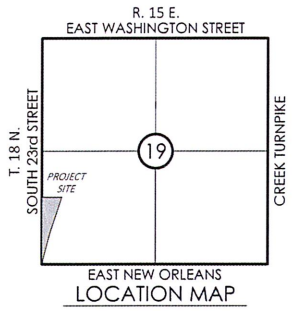
# EXHIBIT "A"
# PERMANENT EASEMENT

OWNER:
The Brandy LLC
PROPERTY ID:
730007021
PROPERTY ADDRESS:
No Address listed in County Records
STATEMENT OF BEARINGS:
Basis of Bearings: Oklahoma State Plane Coordinate System, North Zone, 3501, NAD 83 (1993)

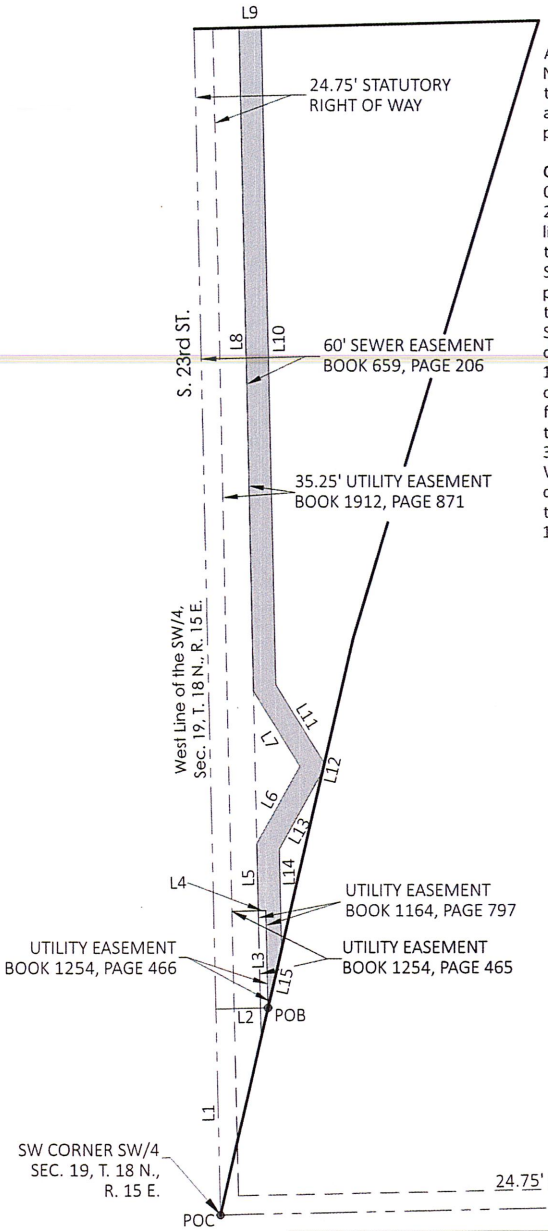
LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
Permanent Easement
37,842.42 s.f. or 0.87 acres, more or less



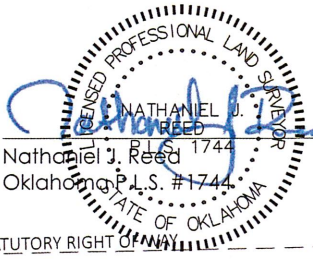
LOCATION MAP




A tract of land located in the Southwest Quarter (SW/4) of Section Nineteen (19), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according the United States Government Survey thereof, being more particularly described as follows:

**COMMENCING** at the Southwest corner of said SW/4; thence North 01°19'36" West and along the West line of said SW/4, for a distance of 271.54 feet; Thence North 88°40'24" East and perpendicular to the West line of said SW/4, for a distance of 70.00 feet to the **POINT OF BEGINNING**; thence North 01°19'36" West and parallel with the West line of said SW/4, for a distance of 128.46 feet; thence South 88°40'24" West and perpendicular to the West line of said SW/4, for a distance of 10.00 feet; thence North 01°19'36" West and parallel with the West line of said SW/4, for a distance of 88.79 feet; thence North 29°27'40" East, for a distance of 117.20 feet; thence North 32°06'52" West, for a distance of 117.20 feet; thence North 01°19'36" West and parallel with the West line of said SW/4, for a distance of 877.68 feet; thence North 88°40'22" East, for a distance of 30.00 feet; thence South 01°19'36" East and parallel with the West line of said SW/4, for a distance of 869.42 feet; thence South 32°06'52" East, for a distance of 122.79 feet; thence South 13°07'44" West, for a distance of 12.59 feet; thence South 29°27'40" West, for a distance of 116.66 feet; thence South 01°19'36" East and parallel with the West line of said SW/4, for a distance of 131.41 feet; thence South 13°07'44" West, for a distance of 80.12 feet to the **POINT OF BEGINNING.**

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | N 01°19'36" W | 271.54' |
| L2 | N 88°40'24" E | 70.00' |
| L3 | N 01°19'36" W | 128.46' |
| L4 | S 88°40'24" W | 10.00' |
| L5 | N 01°19'36" W | 88.79' |
| L6 | N 29°27'40" E | 117.20' |
| L7 | N 32°06'52" W | 117.20' |
| L8 | N 01°19'36" W | 877.68' |
| L9 | N 88°40'22" E | 30.00' |
| L10 | S 01°19'36" E | 869.42' |
| L11 | S 32°06'52" E | 122.79' |
| L12 | S 13°07'44" W | 12.59' |
| L13 | S 29°27'40" W | 116.66' |
| L14 | S 01°19'36" E | 131.41' |
| L15 | S 13°07'44" W | 80.12' |




09/23/2025
Nathaniel J. Reed
Oklahoma P.L.S. #1744
Date

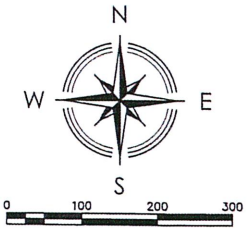
BROKEN ARROW
Where opportunity lives

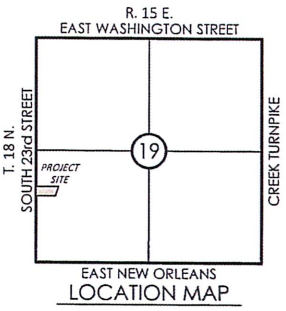
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Certificate of Authorization No. 4656
(918) 234-4859 Office
(918) 893-5552 Fax
Expires June 30, 2023

| | |
|---|---|
| PARCEL: PERMANENT ESMT. | PROJECT No.: 161027 |
| DRAWING: PARCEL 23.0 | DATE: OCT 2021 |
| | DRAWN: JLN |
| | SCALE: 1:200' |
| | CHECKED: NJR |
| REVISION: SEPT 2025 | SHEET NO.: 1 OF 1 |

# EXHIBIT "A"
# PERMANENT EASEMENT

OWNER:
David M. & Sharon E. Warne
PROPERTY ID:
730061577
PROPERTY ADDRESS:
9665 S. 193rd E. AVE.
STATEMENT OF BEARINGS:
Basis of Bearings: Oklahoma State Plane Coordinate System, North Zone, 3501, NAD 83 (1993)



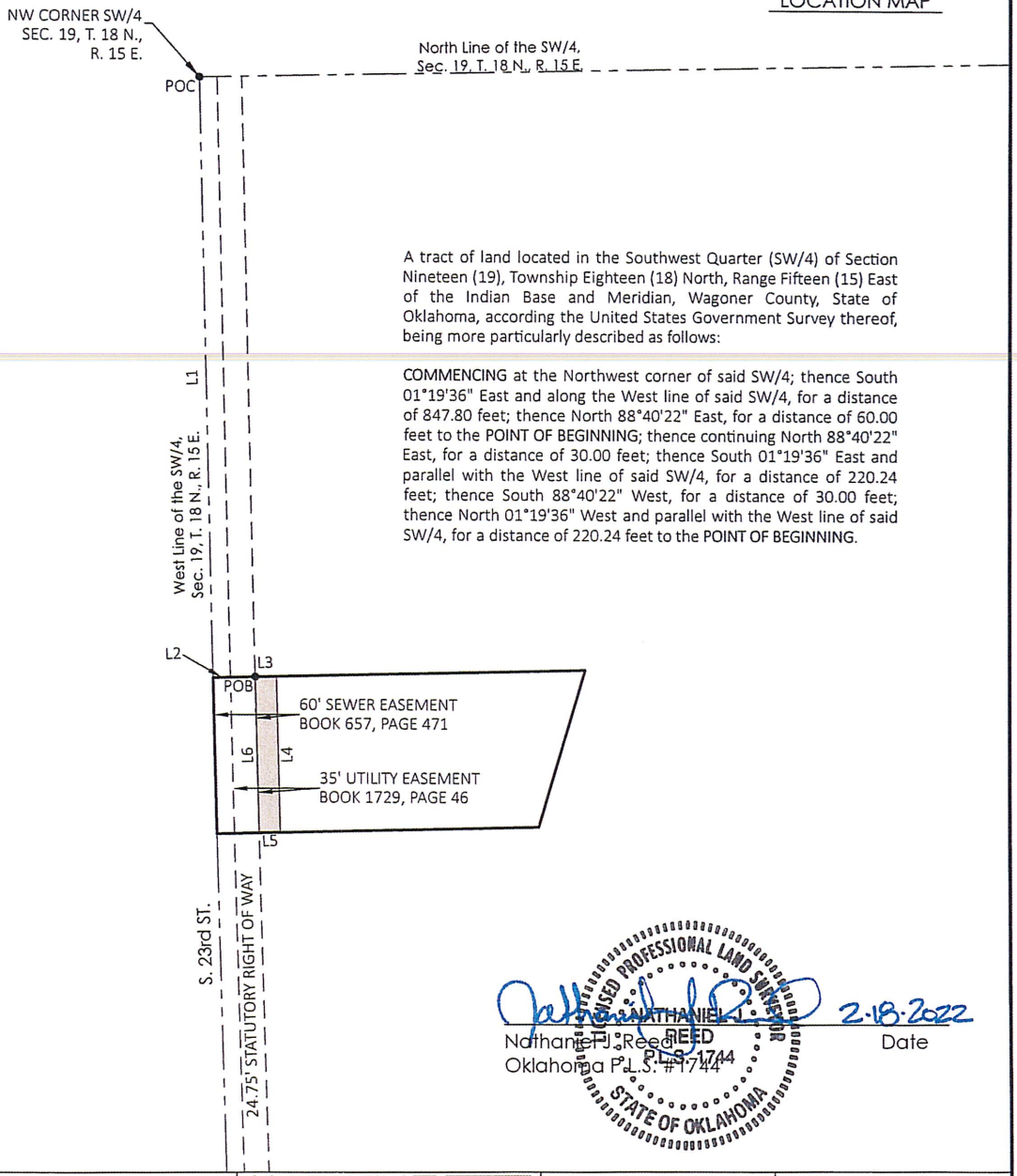



LOCATION MAP

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
Permanent Easement
6,607.06 s.f. or 0.15 acres, more or less

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 01°19'36" E | 847.80' |
| L2 | N 88°40'22" E | 60.00' |
| L3 | N 88°40'22" E | 30.00' |
| L4 | S 01°19'36" E | 220.24' |
| L5 | S 88°40'22" W | 30.00' |
| L6 | N 01°19'36" W | 220.24' |




A tract of land located in the Southwest Quarter (SW/4) of Section Nineteen (19), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma, according the United States Government Survey thereof, being more particularly described as follows:

COMMENCING at the Northwest corner of said SW/4; thence South 01°19'36" East and along the West line of said SW/4, for a distance of 847.80 feet; thence North 88°40'22" East, for a distance of 60.00 feet to the POINT OF BEGINNING; thence continuing North 88°40'22" East, for a distance of 30.00 feet; thence South 01°19'36" East and parallel with the West line of said SW/4, for a distance of 220.24 feet; thence South 88°40'22" West, for a distance of 30.00 feet; thence North 01°19'36" West and parallel with the West line of said SW/4, for a distance of 220.24 feet to the POINT OF BEGINNING.




Nathaniel J. Reed
Oklahoma P.L.S. #1744

2-18-2022
Date

BROKEN ARROW
Where opportunity lives

HARDEN & ASSOCIATES
SURVEYING AND MAPPING, PC
5807 South Garnett Road, Suite K, Tulsa, Oklahoma 74146
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| | |
|---|---|
| PARCEL: PERMANENT ESMT. | PROJECT No.: 161027 |
| | DATE: OCT 2021 |
| DRAWING: PARCEL 24.0 | DRAWN: JLN |
| | SCALE: 1:200' |
| | CHECKED: NJR |
| REVISION: FEB 2022 | SHEET NO.: 1 OF 1 |

# City of Broken Arrow

## Request for Action

**File #:** 26-453, **Version:** 1

**Broken Arrow City Council**
**Meeting of: 04/07/2026**

**Title:**
Ratification of the Claims List Check Register Dated March 30, 2026

**Background:**
Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from March 16, 2026 through March 30, 2026 Checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of $7,933,399.06 for the various funds.

| | |
|---|---|
| Governmental Funds | $3,850,777.68 |
| BAMA | $3,798,815.78 |
| BAEDA | $ 283,805.60 |
| Total | $7,933,399.06 |

A summary by funds and detail are attached.

**Cost:** $3,850,777.68

**Funding Source:** General Fund and Miscellaneous Funds

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

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

**Attachments:** Check Register dated March 30, 2026

**Recommendation:**..recommend
Ratify Claims List Check Register dated 03/30/2026

**City of Broken Arrow**
**Check Register by Fund**

**RECAP**

| FUND | DESCRIPTION | AMOUNT | INVOICE COUNT |
|---|---|---|---|
| 110 | GENERAL | 163,560.50 | 605 |
| 220 | BA MUNICIPAL AUTHORITY | 3,798,815.78 | 868 |
| 226 | STORMWATER CAPITAL IN LIEU OF | 37,346.68 | 1 |
| 227 | CVB-HOTEL MOTEL | 25,798.76 | 26 |
| 329 | VEHICLE REPLACEMENT FUND | 199,166.70 | 6 |
| 330 | SALES TAX CAPITAL IMPROVEMENT | 973,152.26 | 21 |
| 332 | PARK & REC CAP IMPROV | 1,190.00 | 3 |
| 336 | E 911 | 22,800.00 | 2 |
| 342 | STREET LIGHT FUND | 5,932.79 | 14 |
| 343 | STREET SALES TAX FUND | 148,817.34 | 7 |
| 344 | PS SALES TAX POLICE | 186,323.97 | 322 |
| 345 | PS SALES TAX FIRE | 90,354.49 | 195 |
| 346 | ADMINISTRATIVE TECHNOLOGY | 990.00 | 1 |
| 349 | OPIOID SETTLEMENT FUND | 124.20 | 1 |
| 592 | 2014 BOND ISSUE | 1,590.35 | 2 |
| 593 | 2018 BOND ISSUE | 1,565,580.73 | 22 |
| 660 | WORKERS COMPENSATIONS | 35,989.26 | 9 |
| 661 | GROUP HEALTH AND LIFE | 390,785.65 | 5 |
| 882 | AGENCY FUND DEPOSITS | 1,274.00 | 5 |
| 887 | ECONOMIC DEVELOP AUTHORTY | 283,805.60 | 3 |
| Total | | 7,933,399.06 | 2,118 |

**City of Broken Arrow**
**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 03/19/2026 | 337317 | 5198 | BRETT JONES | CDLR 02232026 | CDL REIMBURSEMENT - FEB, 23 2026 | 1105300 \|530110\| | | 2026/9 | 50.00 |
| | | | | | | **Total For Check # 337317** | | | **50.00** |
| 03/19/2026 | 337318 | 3258 | CODY MORRIS | PDR 03242026 | PER DIEM REQUEST - MARCH 24, 2026 | 1105315 \|550030\| | | 2026/9 | 192.00 |
| | | | | | | **Total For Check # 337318** | | | **192.00** |
| 03/19/2026 | 337321 | 4479 | DAVID GRAHAM PARKER | MLG 01232026 | MILEAGE REIMBURSEMEENT - JAN 23, | 1101010 \|540280\| | | 2026/9 | 43.52 |
| | | | | MLG 03112026 | MILEAGE REIMBURSEMENT - MARCH | 1101010 \|540280\| | | 2026/9 | 43.52 |
| | | | | | | **Total For Check # 337321** | | | **87.04** |
| 03/19/2026 | 337322 | 2471 | DEBRA WIMPEE | T&A 03042026 | TRAVEL & ACCOMMODIATION - MARCH | 1101700 \|550030\| | | 2026/9 | 136.74 |
| | | | | | | **Total For Check # 337322** | | | **136.74** |
| 03/19/2026 | 337323 | 4181 | ERIN HOFENER | EMP 03122026 | EMPLOYEE REIMBURSEMENT - MAR 12, | 1101315 \|560230\| | | 2026/9 | 39.24 |
| | | | | | | **Total For Check # 337323** | | | **39.24** |
| 03/19/2026 | 337326 | 4773 | JUSTIN GREEN | MLG 03042026 | MILEAGE REIMBURSEMENT - MARCH | 1101700 \|550030\| | | 2026/9 | 191.26 |
| | | | | | | **Total For Check # 337326** | | | **191.26** |
| 03/19/2026 | 337327 | 4558 | KELLY COX | EMP 03172026 | SEASONAL ORIENTATION SHIRTS | 1101102 \|560230\| | | 2026/9 | 48.76 |
| | | | | | | **Total For Check # 337327** | | | **48.76** |
| 03/19/2026 | 337328 | 174 | LISA BLACKFORD | NOTARY 03122026 | OKLAHOMA PUBLCIC NOTARY | 1101800 \|530110\| | | 2026/9 | 50.00 |
| | | | | | | **Total For Check # 337328** | | | **50.00** |
| 03/19/2026 | 337329 | 761 | LISA FORD | PDR 03042026 | PER DIEM REQUEST - MARCH 04, 2026 | 1101700 \|550030\| | | 2026/9 | 16.00 |
| | | | | MLG 03042026 | MILEAGE REIMBURSEMENT - MARCH | 1101700 \|550030\| | | 2026/9 | 166.17 |
| | | | | | | **Total For Check # 337329** | | | **182.17** |
| 03/19/2026 | 337331 | 1857 | MICHAEL SPURGEON | MLG 03042026 | MILEAGE REIMBURSEMENT - MARCH | 1101300 \|550030\| | | 2026/9 | 197.88 |
| | | | | | | **Total For Check # 337331** | | | **197.88** |
| 03/19/2026 | 337334 | 999900 | OTP - AR REFUNDS | 18360 | EMS REFIMD ACID # 18360 | 11020 \|442040\| | | 2026/9 | 114.52 |
| | | | | | | **Total For Check # 337334** | | | **114.52** |
| 03/19/2026 | 337335 | | | 17749 | EMS REFIMD ACID # 17749 | 11020 \|442040\| | | 2026/9 | 262.97 |
| | | | | | | **Total For Check # 337335** | | | **262.97** |

**City of Broken Arrow**
**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 03/19/2026 | 337336 | | | 15173 | EMS REFIMD ACID # 15173 | 11020 \|442040\| | | 2026/9 | 150.00 |
| | | | | | | **Total For Check # 337336** | | | **150.00** |
| 03/19/2026 | 337337 | | | 18458 | EMS REFIMD ACID # 18458 | 11020 \|442040\| | | 2026/9 | 166.29 |
| | | | | | | **Total For Check # 337337** | | | **166.29** |
| 03/19/2026 | 337338 | | | 22580 | EMS REFIMD ACID # 22580 | 11020 \|442040\| | | 2026/9 | 741.60 |
| | | | | | | **Total For Check # 337338** | | | **741.60** |
| 03/19/2026 | 337339 | | | 20204 | EMS REFIMD ACID # 20204 | 11020 \|442040\| | | 2026/9 | 204.10 |
| | | | | | | **Total For Check # 337339** | | | **204.10** |
| 03/19/2026 | 337340 | | | 9372 | EMS REFIMD ACID # 9372 | 11020 \|442040\| | | 2026/9 | 117.57 |
| | | | | | | **Total For Check # 337340** | | | **117.57** |
| 03/19/2026 | 337341 | | | 23402 | EMS REFIMD ACID # 23402 | 11020 \|442040\| | | 2026/9 | 280.56 |
| | | | | | | **Total For Check # 337341** | | | **280.56** |
| 03/19/2026 | 337342 | | | 13404 | EMS REFIMD ACID # 13404 | 11020 \|442040\| | | 2026/9 | 849.47 |
| | | | | | | **Total For Check # 337342** | | | **849.47** |
| 03/19/2026 | 337343 | | | 19388 | EMS REFIMD ACID # 19388 | 11020 \|442040\| | | 2026/9 | 53.10 |
| | | | | | | **Total For Check # 337343** | | | **53.10** |
| 03/19/2026 | 337345 | 999907 | OTP - COURT REFUNDS | 0000890 | 445689-1 | 110 \|451020\| | | 2026/9 | 270.00 |
| | | | | | | **Total For Check # 337345** | | | **270.00** |
| 03/19/2026 | 337365 | 792 | SHAWN EDWARDS | PDR 03242026 | PER DIEM REQUEST - MARCH 24, 2026 | 1105315 \|550030\| | | 2026/9 | 192.00 |
| | | | | | | **Total For Check # 337365** | | | **192.00** |
| 03/19/2026 | 337368 | 3588 | TIMOTHY WILSON | EMP 03062026 | EMPLOYEE REIMBURSEMENT MAR 06, | 1105300 \|550030\| | | 2026/9 | 29.87 |
| | | | | | | **Total For Check # 337368** | | | **29.87** |
| 03/19/2026 | 337369 | 5548 | TRAVIS STEPHENS | EMP 11072025 | EMPLOYEE REIMBURSMENT - NOV 07, | 1101315 \|540550\| | | 2026/9 | 69.99 |
| | | | | | | **Total For Check # 337369** | | | **69.99** |
| 03/19/2026 | 337374 | 2171 | ABCO RENTS | 9287 | TABLES AND CHAIRS FOR MAY | 1101700 \|550890\| | 2617140 | 2026/9 | 843.25 |
| | | | | | | **Total For Check # 337374** | | | **843.25** |

**City of Broken Arrow**
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| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 03/19/2026 | 337375 | 1092 | WESTLAKE HARDWARE INC | 8038906 | BLANKET PO FOR MISC ITEMS | 1106000 \|560230\| | | 2026/9 | 38.93 |
| | | | | | | **Total For Check # 337375** | | | **38.93** |
| 03/19/2026 | 337379 | 4935 | AMAZON.COM SALES INC | 1CLM-XXWM-GCQH | Turniquet | 1106003 \|560230\| | | 2026/9 | 32.48 |
| | | | | 1LQ7-QDTN-FHHX | DRAIN COVERS FOR CEMETERY | 1106005 \|560230\| | | 2026/9 | 35.58 |
| | | | | 1DL1-6V7K-TCNK | ITEM: Crown Shades 10x10 Pop Up | 1101400 \|560240\| | | 2026/9 | 134.99 |
| | | | | 1VXX-CXP7-49PP | Recreation Supplies RH | 1106002 \|560330\| | | 2026/9 | 16.99 |
| | | | | 17YK-T7FW-GNXT | IT Supplies | 1101200 \|560030\| | | 2026/9 | 53.45 |
| | | | | 1NGQ-TMKN-3HXP | ASPHALT GAUGE-ZACK sMITH | 1105300 \|560230\| | | 2026/9 | 45.99 |
| | | | | 14D7-XNJG-NHF1 | IT Supplies | 1101200 \|560030\| | | 2026/9 | 69.97 |
| | | | | 13DN-PRFP-LX9V | SUPPLIES & BUDGET | 1101501 \|560030\| | | 2026/9 | 24.36 |
| | | | | 13DN-PRFP-LX9V | SUPPLIES & BUDGET | 1101501 \|560230\| | | 2026/9 | 430.99 |
| | | | | 1KL3-KVKW-1JDK | dry erase cloths | 1101300 \|560030\| | | 2026/9 | 12.25 |
| | | | | | | **Total For Check # 337379** | | | **857.05** |
| 03/19/2026 | 337383 | 4846 | APAC-CENTRAL, INC. | 7002409447 | BLANKET PO FOR ASPHALT (PRIMARY | 1105300 \|560800\| | | 2026/9 | 876.65 |
| | | | | 7002405059 | BLANKET PO FOR ASPHALT (PRIMARY | 1105300 \|560800\| | | 2026/9 | 120.64 |
| | | | | 7002405040 | BLANKET PO FOR ASPHALT (PRIMARY | 1105300 \|560800\| | | 2026/9 | 124.12 |
| | | | | | | **Total For Check # 337383** | | | **1,121.41** |
| 03/19/2026 | 337386 | 73 | AT&T | 05-34843224 03012026 | 918 105-3484 322 4 MAR 1, 2026 | 1101700 \|550220\| | | 2026/9 | 31.01 |
| | | | | | | **Total For Check # 337386** | | | **31.01** |
| 03/19/2026 | 337387 | 885 | ATWOOD DISTRIBUTING LP | 3790 | BLANKET PO SAFETY SHOES & MISC | 1106000 \|560230\| | | 2026/9 | 7.58 |
| | | | | 3791 | BLANKET PO SAFETY SHOES & MISC | 1106000 \|560230\| | | 2026/9 | 0.64 |
| | | | | | | **Total For Check # 337387** | | | **8.22** |
| 03/19/2026 | 337391 | 4666 | BLUEJAY PROPERTIES LLC | APRIL 2026 | REAL PROPERTY RENTAL OR LEASE | 1101315 \|540330\| | | 2026/9 | 1,750.00 |
| | | | | | | **Total For Check # 337391** | | | **1,750.00** |
| 03/19/2026 | 337394 | 5662 | CARRIE MEEKS LLC | INV# 972 | INV# 972 MAR 10, 2026 | 1101700 \|550880\| | | 2026/9 | 2,149.21 |
| | | | | | | **Total For Check # 337394** | | | **2,149.21** |
| 03/19/2026 | 337396 | 2910 | BROKEN ARROW CHAMBER OF | 80944-C | 80944-C | 1101300 \|530110\| | | 2026/9 | 25.00 |
| | | | | 80944-C | 80944-C | 1101310 \|530110\| | | 2026/9 | 25.00 |
| | | | | 80944-C | 80944-C | 1101700 \|530110\| | | 2026/9 | 100.00 |
| | | | | | | **Total For Check # 337396** | | | **150.00** |

**City of Broken Arrow**
**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 03/19/2026 | 337400 | 22 | BROKEN ARROW SENIORS INC | FEB 02 2026 | BA SENIORS MONTHLY PAYMENT | 1106002 \|550100\| | | 2026/9 | 1,235.00 |
| | | | | | | **Total For Check # 337400** | | | **1,235.00** |
| 03/19/2026 | 337402 | 638 | BWI COMPANIES INC. | 19525918 | 128oz. Bifen | 1106003 \|560340\| | | 2026/9 | 2,137.35 |
| | | | | | | **Total For Check # 337402** | | | **2,137.35** |
| 03/19/2026 | 337407 | 1017 | CHRIS NIKEL CHRYSLER JEEP | 73027 | UNIT 1807 | 1105310 \|540200\| | | 2026/9 | 1,187.00 |
| | | | | | | **Total For Check # 337407** | | | **1,187.00** |
| 03/19/2026 | 337408 | 37 | CINTAS CORPORATION | 5322721004 | BLANKET PO FOR ALL DEPARTMENT | 1101800 \|560230\| | | 2026/9 | 55.19 |
| | | | | 5323350505 | BLANKET PO FOR ALL DEPARTMENT | 1106002 \|560230\| | | 2026/9 | 180.79 |
| | | | | 5323350506 | BLANKET PO FOR ALL DEPARTMENT | 1106002 \|560230\| | | 2026/9 | 2.00 |
| | | | | 5323376108 | BLANKET PO FOR ALL DEPARTMENT | 1106000 \|560230\| | | 2026/9 | 2.50 |
| | | | | 5322721002 | BLANKET PO FOR ALL DEPARTMENT | 1105300 \|560230\| | | 2026/9 | 207.07 |
| | | | | | | **Total For Check # 337408** | | | **447.55** |
| 03/19/2026 | 337409 | 996 | CITY OF BROKEN ARROW | 193660 | Payroll Run 1 - Warrant 260313 | 110 \|218180\| | | 2026/9 | 522.50 |
| | | | | 193660 | Payroll Run 1 - Warrant 260313 | 110 \|218360\| | | 2026/9 | 3,737.86 |
| | | | | | | **Total For Check # 337409** | | | **4,260.36** |
| 03/19/2026 | 337410 | 1391 | CLEAN THE UNIFORM CO | 52180533 | 52180533 | 1106005 \|540310\| | | 2026/9 | 10.15 |
| | | | | 52180533 | 52180533 | 1101700 \|540330\| | | 2026/9 | 9.79 |
| | | | | 52182125 | 52182125 | 1101415 \|540310\| | | 2026/9 | 49.01 |
| | | | | 52182132 | 52182132 | 1101800 \|540330\| | | 2026/9 | 7.84 |
| | | | | 52181633 | 52181633 | 1106005 \|540310\| | | 2026/9 | 10.15 |
| | | | | 52181633 | 52181633 | 1101700 \|540330\| | | 2026/9 | 24.49 |
| | | | | 52182126 | 52182126 03/06/2026 | 1105310 \|540310\| | | 2026/9 | 130.98 |
| | | | | 52179920 | 52179920 02/20/2026 | 1105310 \|540310\| | | 2026/9 | 130.98 |
| | | | | 52181016 | 52181016 02/27/2026 | 1105310 \|540310\| | | 2026/9 | 130.98 |
| | | | | 52182744 | 52182744 03/11/2026 | 1101700 \|540330\| | | 2026/9 | 6.08 |
| | | | | 52179918 | 52179918 02/20/2026 | 1105315 \|540310\| | | 2026/9 | 19.57 |
| | | | | 52179918 | 52179918 02/20/2026 | 1105300 \|540310\| | | 2026/9 | 151.12 |
| | | | | 52179918 | 52179918 02/20/2026 | 1105300 \|540330\| | | 2026/9 | 13.50 |
| | | | | 52182124 | 52182124 03/06/2026 | 1105315 \|540310\| | | 2026/9 | 19.57 |
| | | | | 52182124 | 52182124 03/06/2026 | 1105300 \|540310\| | | 2026/9 | 145.84 |
| | | | | 52182124 | 52182124 03/06/2026 | 1105300 \|540330\| | | 2026/9 | 13.50 |
| | | | | 52181014 | 52181014 02/27/2026 | 1105315 \|540310\| | | 2026/9 | 19.57 |

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| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| | | | | 52181014 | 52181014 02/27/2026 | 1105300 \|540310\| | | 2026/9 | 151.12 |
| | | | | 52181014 | 52181014 02/27/2026 | 1105300 \|540330\| | | 2026/9 | 13.50 |
| | | | | 52182129 | | 1106000 \|540310\| | | 2026/9 | 137.60 |
| | | | | 52182129 | | 1106000 \|540330\| | | 2026/9 | 0.34 |
| | | | | 52181637 | 52181637 03/04/2026 | 1106000 \|540310\| | | 2026/9 | 33.04 |
| | | | | 52181637 | 52181637 03/04/2026 | 1106003 \|540310\| | | 2026/9 | 47.68 |
| | | | | 52183220 | 52183220 03/13/2026 | 1101415 \|540310\| | | 2026/9 | 49.01 |
| | | | | 52183221 | 52183221 03/13/2026 | 1105310 \|540310\| | | 2026/9 | 130.98 |
| | | | | 52183219 | 52183219 03/13/2026 | 1105315 \|540310\| | | 2026/9 | 19.57 |
| | | | | 52183219 | 52183219 03/13/2026 | 1105300 \|540310\| | | 2026/9 | 130.32 |
| | | | | 52183219 | 52183219 03/13/2026 | 1105300 \|540330\| | | 2026/9 | 13.49 |
| | | | | | | **Total For Check #** | **337410** | | **1,619.77** |
| 03/19/2026 | 337414 | 882 | COX COMMUNICATIONS | 076689001 02242026 | FY26 ANNUAL AGREEMENT 001 6311 | 1101700 \|550220\| | | 2026/9 | 598.06 |
| | | | | 076689001 02242026 | FY26 ANNUAL AGREEMENT 001 6311 | 1105300 \|550220\| | | 2026/9 | 149.95 |
| | | | | 076689001 02242026 | FY26 ANNUAL AGREEMENT 001 6311 | 1106002 \|550220\| | | 2026/9 | 118.99 |
| | | | | 076689001 02242026 | FY26 ANNUAL AGREEMENT 001 6311 | 1101200 \|550540\| | | 2026/9 | 361.97 |
| | | | | 076689001 02242026 | FY26 ANNUAL AGREEMENT 001 6311 | 1101315 \|550540\| | | 2026/9 | 56.59 |
| | | | | 076689001 02242026 | FY26 ANNUAL AGREEMENT 001 6311 | 1101700 \|550540\| | | 2026/9 | 1,467.11 |
| | | | | 076689001 02242026 | FY26 ANNUAL AGREEMENT 001 6311 | 1105300 \|550540\| | | 2026/9 | 158.99 |
| | | | | 076689001 02242026 | FY26 ANNUAL AGREEMENT 001 6311 | 1105310 \|550540\| | | 2026/9 | 138.99 |
| | | | | 076689001 02242026 | FY26 ANNUAL AGREEMENT 001 6311 | 1106000 \|550540\| | | 2026/9 | 704.97 |
| | | | | 076689001 02242026 | FY26 ANNUAL AGREEMENT 001 6311 | 1106001 \|550540\| | | 2026/9 | 183.93 |
| | | | | 076689001 02242026 | FY26 ANNUAL AGREEMENT 001 6311 | 1106002 \|550540\| | | 2026/9 | 331.98 |
| | | | | 076689001 02242026 | FY26 ANNUAL AGREEMENT 001 6311 | 1106004 \|550540\| | | 2026/9 | 355.98 |
| | | | | 076689001 02242026 | FY26 ANNUAL AGREEMENT 001 6311 | 1106005 \|550540\| | | 2026/9 | 98.99 |
| | | | | | | **Total For Check #** | **337414** | | **4,726.50** |
| 03/19/2026 | 337417 | 5259 | DAVID PICKEL | T&A 03042026 | TRAVEL & ACCOMODIATIONS BA DAY | 1101700 \|550030\| | | 2026/9 | 153.50 |
| | | | | | | **Total For Check #** | **337417** | | **153.50** |
| 03/19/2026 | 337418 | 2449 | DAVIS SUPPLY CO | 0025051268-002 | BLANKET PO FOR POOL SUPPLIES | 1106000 \|560230\| | | 2026/9 | 432.00 |
| | | | | | | **Total For Check #** | **337418** | | **432.00** |
| 03/19/2026 | 337428 | 1231 | AT&T MOBILITY LLC | 19128175X03082026 | 287319128175X03082026 | 1101300 \|550220\| | | 2026/9 | 47.40 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 1101415 \|550220\| | | 2026/9 | 617.49 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 1105310 \|550220\| | | 2026/9 | 19.27 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 1106000 \|550220\| | | 2026/9 | 38.54 |

City of Broken Arrow
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| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| | | | | 19128175X03082026 | 287319128175X03082026 | 1106005 \|550220\| | | 2026/9 | 47.40 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 1101010 \|550540\| | | 2026/9 | 2,392.82 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 1101102 \|550540\| | | 2026/9 | 81.08 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 1101200 \|550540\| | | 2026/9 | 504.27 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 1101300 \|550540\| | | 2026/9 | 161.06 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 1101400 \|550540\| | | 2026/9 | 131.56 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 1101410 \|550540\| | | 2026/9 | 75.72 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 1101415 \|550540\| | | 2026/9 | 552.37 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 1101501 \|550540\| | | 2026/9 | 87.94 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 1101700 \|550540\| | | 2026/9 | 225.82 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 1105310 \|550540\| | | 2026/9 | 556.06 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 1106000 \|550540\| | | 2026/9 | 242.94 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 1106002 \|550540\| | | 2026/9 | 263.12 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 1106004 \|550540\| | | 2026/9 | 43.55 |
| | | | | | | **Total For Check #** | **337428** | | **6,088.41** |
| 03/19/2026 | 337429 | | | 19339297X03082026 | 287319339297X03082026 | 1101102 \|550540\| | | 2026/9 | 77.69 |
| | | | | 19339297X03082026 | 287319339297X03082026 | 1101200 \|550540\| | | 2026/9 | 243.24 |
| | | | | 19339297X03082026 | 287319339297X03082026 | 1101400 \|550540\| | | 2026/9 | 40.54 |
| | | | | 19339297X03082026 | 287319339297X03082026 | 1101700 \|550540\| | | 2026/9 | 40.54 |
| | | | | 19339297X03082026 | 287319339297X03082026 | 1106004 \|550540\| | | 2026/9 | 43.54 |
| | | | | 19339297X03082026 | 287319339297X03082026 | 1105300 \|550540\| | | 2026/9 | 392.88 |
| | | | | | | **Total For Check #** | **337429** | | **838.43** |
| 03/19/2026 | 337432 | 355 | G W VAN KEPPEL COMPANY | SWO160123-1 | UNIT # 1900 JEFF BOHNER | 1105300 \|540200\| | | 2026/9 | 2,370.68 |
| | | | | | | **Total For Check #** | **337432** | | **2,370.68** |
| 03/19/2026 | 337437 | 3223 | GORDON OUTDOOR | 43684 | 43684 BILLBOARD ADVERTISING FOR | 1101315 \|530870\| | | 2026/9 | 750.00 |
| | | | | 43812 | 43812 BILLBOARD ADVERTISING FOR | 1101315 \|530870\| | | 2026/9 | 750.00 |
| | | | | 43969 | 43969 BILLBOARD ADVERTISING FOR | 1101315 \|530870\| | | 2026/9 | 750.00 |
| | | | | 44105 | 44105 BILLBOARD ADVERTISING FOR | 1101315 \|530870\| | | 2026/9 | 750.00 |
| | | | | | | **Total For Check #** | **337437** | | **3,000.00** |
| 03/19/2026 | 337441 | 1244 | GRANICUS, INC. | 226063 | 226063 03/13/2026 | 1101800 \|540550\| | | 2026/9 | 1,502.01 |
| | | | | | | **Total For Check #** | **337441** | | **1,502.01** |
| 03/19/2026 | 337442 | 79 | GREEN ACRE SOD FARMS | 14682 | BL;ANKET PO FOR BERMUDA SOD | 1106000 \|540070\| | | 2026/9 | 9.50 |
| | | | | | | **Total For Check #** | **337442** | | **9.50** |

**City of Broken Arrow**
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| CHECK DATE | CHECK # | VENDOR NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 03/19/2026 | 337447 | 4978 HIPOWER SYSTEMS | 2026-040 | BLANKET PO FOR BID# 26.122 | 1101700 \|540280\| | | 2026/9 | 308.55 |
| | | | | | **Total For Check # 337447** | | | **308.55** |
| 03/19/2026 | 337451 | 3829 J & A TRAFFIC PRODUCTS | 41666 | stock items for sign shop | 1105315 \|560360\| | | 2026/9 | 2,398.00 |
| | | | | | **Total For Check # 337451** | | | **2,398.00** |
| 03/19/2026 | 337453 | 1560 JOHNNIE PARKS | APRIL 2026 | MONTHLY CELL PHONE ALLOWANCE- | 1101700 \|550220\| | | 2026/9 | 80.00 |
| | | | PDR 03042026 | PER DIEM BA DAY AT THE CAPITOL | 1101700 \|550030\| | | 2026/9 | 56.00 |
| | | | | | **Total For Check # 337453** | | | **136.00** |
| 03/19/2026 | 337455 | 5131 KEVIN BEHE | 15755 | CITY COUNCIL 07/14/25 | 1101200 \|540070\| | | 2026/9 | 0.47 |
| | | | 15755 | CITY COUNCIL 07/14/25 | 1101700 \|540070\| | | 2026/9 | 2.58 |
| | | | 15755 | CITY COUNCIL 07/14/25 | 1105300 \|540070\| | | 2026/9 | 1.24 |
| | | | 15755 | CITY COUNCIL 07/14/25 | 1106000 \|540070\| | | 2026/9 | 2.17 |
| | | | 15755 | CITY COUNCIL 07/14/25 | 1106002 \|540070\| | | 2026/9 | 2.48 |
| | | | 15755 | CITY COUNCIL 07/14/25 | 1106005 \|540070\| | | 2026/9 | 0.62 |
| | | | 15753 | CITY COUNCIL 07/14/25 | 1101200 \|540070\| | | 2026/9 | 0.30 |
| | | | 15753 | CITY COUNCIL 07/14/25 | 1101700 \|540070\| | | 2026/9 | 1.59 |
| | | | 15753 | CITY COUNCIL 07/14/25 | 1105300 \|540070\| | | 2026/9 | 0.76 |
| | | | 15753 | CITY COUNCIL 07/14/25 | 1106000 \|540070\| | | 2026/9 | 1.34 |
| | | | 15753 | CITY COUNCIL 07/14/25 | 1106002 \|540070\| | | 2026/9 | 1.52 |
| | | | 15753 | CITY COUNCIL 07/14/25 | 1106005 \|540070\| | | 2026/9 | 0.38 |
| | | | 15754 | CITY COUNCIL 07/14/25 | 1101200 \|540070\| | | 2026/9 | 0.34 |
| | | | 15754 | CITY COUNCIL 07/14/25 | 1101700 \|540070\| | | 2026/9 | 1.99 |
| | | | 15754 | CITY COUNCIL 07/14/25 | 1105300 \|540070\| | | 2026/9 | 0.96 |
| | | | 15754 | CITY COUNCIL 07/14/25 | 1106000 \|540070\| | | 2026/9 | 1.67 |
| | | | 15754 | CITY COUNCIL 07/14/25 | 1106002 \|540070\| | | 2026/9 | 1.91 |
| | | | 15754 | CITY COUNCIL 07/14/25 | 1106005 \|540070\| | | 2026/9 | 0.48 |
| | | | 15756 | CITY COUNCIL 07/14/25 | 1101200 \|540070\| | | 2026/9 | 0.48 |
| | | | 15756 | CITY COUNCIL 07/14/25 | 1101700 \|540070\| | | 2026/9 | 2.58 |
| | | | 15756 | CITY COUNCIL 07/14/25 | 1105300 \|540070\| | | 2026/9 | 1.24 |
| | | | 15756 | CITY COUNCIL 07/14/25 | 1106000 \|540070\| | | 2026/9 | 2.17 |
| | | | 15756 | CITY COUNCIL 07/14/25 | 1106002 \|540070\| | | 2026/9 | 2.48 |
| | | | 15756 | CITY COUNCIL 07/14/25 | 1106005 \|540070\| | | 2026/9 | 0.62 |
| | | | 15758 | CITY COUNCIL 07/14/25 | 1101200 \|540070\| | | 2026/9 | 0.34 |
| | | | 15758 | CITY COUNCIL 07/14/25 | 1101700 \|540070\| | | 2026/9 | 1.99 |
| | | | 15758 | CITY COUNCIL 07/14/25 | 1105300 \|540070\| | | 2026/9 | 0.96 |

City of Broken Arrow
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| CHECK DATE | CHECK # | VENDOR NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| | | | 15758 | CITY COUNCIL 07/14/25 | 1106000 \|540070\| | | 2026/9 | 1.67 |
| | | | 15758 | CITY COUNCIL 07/14/25 | 1106002 \|540070\| | | 2026/9 | 1.91 |
| | | | 15758 | CITY COUNCIL 07/14/25 | 1106005 \|540070\| | | 2026/9 | 0.48 |
| | | | 15759 | CITY COUNCIL 07/14/25 | 1101200 \|540070\| | | 2026/9 | 0.34 |
| | | | 15759 | CITY COUNCIL 07/14/25 | 1101700 \|540070\| | | 2026/9 | 1.99 |
| | | | 15759 | CITY COUNCIL 07/14/25 | 1105300 \|540070\| | | 2026/9 | 0.96 |
| | | | 15759 | CITY COUNCIL 07/14/25 | 1106000 \|540070\| | | 2026/9 | 1.67 |
| | | | 15759 | CITY COUNCIL 07/14/25 | 1106002 \|540070\| | | 2026/9 | 1.91 |
| | | | 15759 | CITY COUNCIL 07/14/25 | 1106005 \|540070\| | | 2026/9 | 0.48 |
| | | | 15760 | CITY COUNCIL 07/14/25 | 1101200 \|540070\| | | 2026/9 | 0.34 |
| | | | 15760 | CITY COUNCIL 07/14/25 | 1101700 \|540070\| | | 2026/9 | 1.99 |
| | | | 15760 | CITY COUNCIL 07/14/25 | 1105300 \|540070\| | | 2026/9 | 0.96 |
| | | | 15760 | CITY COUNCIL 07/14/25 | 1106000 \|540070\| | | 2026/9 | 1.67 |
| | | | 15760 | CITY COUNCIL 07/14/25 | 1106002 \|540070\| | | 2026/9 | 1.91 |
| | | | 15760 | CITY COUNCIL 07/14/25 | 1106005 \|540070\| | | 2026/9 | 0.48 |
| | | | 15761 | CITY COUNCIL 07/14/25 | 1101200 \|540070\| | | 2026/9 | 0.35 |
| | | | 15761 | CITY COUNCIL 07/14/25 | 1101700 \|540070\| | | 2026/9 | 1.99 |
| | | | 15761 | CITY COUNCIL 07/14/25 | 1105300 \|540070\| | | 2026/9 | 0.95 |
| | | | 15761 | CITY COUNCIL 07/14/25 | 1106000 \|540070\| | | 2026/9 | 1.67 |
| | | | 15761 | CITY COUNCIL 07/14/25 | 1106002 \|540070\| | | 2026/9 | 1.91 |
| | | | 15761 | CITY COUNCIL 07/14/25 | 1106005 \|540070\| | | 2026/9 | 0.48 |
| | | | 15757 | CITY COUNCIL 07/14/25 | 1101200 \|540070\| | | 2026/9 | 0.34 |
| | | | 15757 | CITY COUNCIL 07/14/25 | 1101700 \|540070\| | | 2026/9 | 1.99 |
| | | | 15757 | CITY COUNCIL 07/14/25 | 1105300 \|540070\| | | 2026/9 | 0.96 |
| | | | 15757 | CITY COUNCIL 07/14/25 | 1106000 \|540070\| | | 2026/9 | 1.67 |
| | | | 15757 | CITY COUNCIL 07/14/25 | 1106002 \|540070\| | | 2026/9 | 1.91 |
| | | | 15757 | CITY COUNCIL 07/14/25 | 1106005 \|540070\| | | 2026/9 | 0.48 |
| | | | 15746 | CITY COUNCIL 07/14/25 | 1101200 \|540070\| | | 2026/9 | 0.58 |
| | | | 15746 | CITY COUNCIL 07/14/25 | 1101700 \|540070\| | | 2026/9 | 3.18 |
| | | | 15746 | CITY COUNCIL 07/14/25 | 1105300 \|540070\| | | 2026/9 | 1.53 |
| | | | 15746 | CITY COUNCIL 07/14/25 | 1106000 \|540070\| | | 2026/9 | 2.67 |
| | | | 15746 | CITY COUNCIL 07/14/25 | 1106002 \|540070\| | | 2026/9 | 3.05 |
| | | | 15746 | CITY COUNCIL 07/14/25 | 1106005 \|540070\| | | 2026/9 | 0.76 |
| | | | 15745 | CITY COUNCIL 07/14/25 | 1101200 \|540070\| | | 2026/9 | 0.30 |
| | | | 15745 | CITY COUNCIL 07/14/25 | 1101700 \|540070\| | | 2026/9 | 1.59 |
| | | | 15745 | CITY COUNCIL 07/14/25 | 1105300 \|540070\| | | 2026/9 | 0.76 |
| | | | 15745 | CITY COUNCIL 07/14/25 | 1106000 \|540070\| | | 2026/9 | 1.33 |
| | | | 15745 | CITY COUNCIL 07/14/25 | 1106002 \|540070\| | | 2026/9 | 1.52 |

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| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| | | | | 15745 | CITY COUNCIL 07/14/25 | 1106005 \|540070\| | | 2026/9 | 0.38 |
| | | | | | | **Total For Check # 337455** | | | **86.77** |
| 03/19/2026 | 337458 | 1052 | L&W SUPPLY CORPORATION | 1017142996-001 | BLANKET PO FOR BUILDING SUPPLIES | 1106004 \|560180\| | | 2026/9 | 173.21 |
| | | | | | | **Total For Check # 337458** | | | **173.21** |
| 03/19/2026 | 337460 | 1050 | LAFERRY'S LP GAS COMPANY | 59741 | BLANKET PO FOR PROPANE | 1105300 \|560800\| | | 2026/9 | 104.40 |
| | | | | | | **Total For Check # 337460** | | | **104.40** |
| 03/19/2026 | 337462 | 614 | LIGHTING INC/BROKEN ARROW | S3462397.001 | BLANKET PO FOR MISC. LIGHTING | 1106004 \|560180\| | | 2026/9 | 274.71 |
| | | | | | | **Total For Check # 337462** | | | **274.71** |
| 03/19/2026 | 337463 | 4380 | LOCK-DOC INC | 030926-H15 | BLANKET PO FOR LOCKS,KEYS, & ETC | 1106000 \|560180\| | | 2026/9 | 142.50 |
| | | | | 030926-H15 | BLANKET PO FOR LOCKS,KEYS, & ETC | 1106001 \|560180\| | | 2026/9 | 69.00 |
| | | | | | | **Total For Check # 337463** | | | **211.50** |
| 03/19/2026 | 337464 | 131 | LOCKE SUPPLY COMPANY | 5771612-00 | BLANKET PO FOR PLUMBING & | 1101700 \|560180\| | | 2026/9 | 24.66 |
| | | | | 57702967-00 | BLANKET PO FOR PLUMBING & | 1105310 \|560310\| | | 2026/9 | 22.65 |
| | | | | 57763592-00 | BLANKET PO FOR PLUMBING & | 1106002 \|560180\| | | 2026/9 | 109.76 |
| | | | | 57798280-00 | BLANKET PO FOR PLUMBING & | 1106001 \|560180\| | | 2026/9 | 2.04 |
| | | | | | | **Total For Check # 337464** | | | **159.11** |
| 03/19/2026 | 337467 | 5475 | MATRIX IMAGING SOLUTIONS | 3P107482 | 3P107482 03/03/2026 | 1101310 \|550360\| | | 2026/9 | 2,783.80 |
| | | | | | | **Total For Check # 337467** | | | **2,783.80** |
| 03/19/2026 | 337468 | 537 | MCAFEE & TAFT | 815466 | 815466 03/10/2026 | 1101700 \|530080\| | | 2026/9 | 120.00 |
| | | | | 815467 | 815467 03/10/2026 | 1101700 \|530080\| | | 2026/9 | 60.00 |
| | | | | | | **Total For Check # 337468** | | | **180.00** |
| 03/19/2026 | 337469 | 5631 | MOBILE LOCKSMITH EXPRESS | 42098 | UNIT # 2611 | 1105300 \|540200\| | | 2026/9 | 1,015.00 |
| | | | | | | **Total For Check # 337469** | | | **1,015.00** |
| 03/19/2026 | 337471 | 143 | MURRAY WOMBLE INC | SINV018580 | REPLACE SIX(6) CABLES ON | 1106002 \|540070\| | | 2026/9 | 4,765.00 |
| | | | | | | **Total For Check # 337471** | | | **4,765.00** |
| 03/19/2026 | 337474 | 25 | NAPA AUTO PARTS | 24076 | 1372 | 1105300 \|560200\| | | 2026/9 | 4.25 |
| | | | | 24076 | 3243 | 1105300 \|560200\| | | 2026/9 | 9.08 |
| | | | | 24076 | 9136 | 1105300 \|560200\| | | 2026/9 | 14.76 |

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|---|---|---|---|---|---|---|---|---|---|
| | | | | 24076 | 115 | 1105300 \|560210\| | | 2026/9 | 15.50 |
| | | | | 24076 | 5W20BULK | 1105300 \|560210\| | | 2026/9 | 23.66 |
| | | | | 24076 | 2413 | 1105300 \|560230\| | | 2026/9 | 6.34 |
| | | | | 24080 | 7481 | 1106000 \|560230\| | | 2026/9 | 3.24 |
| | | | | 24087 | M08130CH10 | 1105300 \|560200\| | | 2026/9 | 3.33 |
| | | | | 24087 | 3968959 | 1105300 \|560200\| | | 2026/9 | 137.67 |
| | | | | 24096 | 46AWBULK | 1105300 \|560210\| | | 2026/9 | 50.16 |
| | | | | 24320 | 8235075 | 1105300 \|560200\| | | 2026/9 | 11.28 |
| | | | | 24322 | 71205203 | 1106000 \|560200\| | | 2026/9 | 17.42 |
| | | | | 24322 | 71110482 | 1106000 \|560200\| | | 2026/9 | 64.51 |
| | | | | 24322 | | 1106000 \|560200\| | | 2026/9 | 10.00 |
| | | | | 24323 | 851520 | 1105300 \|560200\| | | 2026/9 | 117.94 |
| | | | | 24323 | 350050 | 1105300 \|560200\| | | 2026/9 | 23.49 |
| | | | | 24323 | | 1105300 \|560200\| | | 2026/9 | 41.65 |
| | | | | 24326 | 12706 | 1105300 \|560200\| | | 2026/9 | 6.18 |
| | | | | 24328 | PC3Z1A189H | 1106000 \|560200\| | | 2026/9 | 74.33 |
| | | | | 24335 | 12707 | 1105300 \|560200\| | | 2026/9 | 6.91 |
| | | | | 24358 | 11132C | 1105315 \|560230\| | | 2026/9 | 56.03 |
| | | | | 024450 | 7306400 | 1105300 \|560230\| | | 2026/9 | 5.16 |
| | | | | 024458 | 122319 | 1106000 \|560210\| | | 2026/9 | 14.28 |
| | | | | 024467 | 122494 | 1106000 \|560200\| | | 2026/9 | 5.37 |
| | | | | 024467 | 70124 | 1106000 \|560210\| | | 2026/9 | 88.00 |
| | | | | 024467 | 706620 | 1106000 \|560210\| | | 2026/9 | 22.80 |
| | | | | 024467 | 26PB | 1106000 \|560230\| | | 2026/9 | 10.16 |
| | | | | 024470 | 501 | 1106000 \|560200\| | | 2026/9 | 8.83 |
| | | | | 024470 | 2413 | 1106000 \|560230\| | | 2026/9 | 6.34 |
| | | | | 024471 | 502 | 1105315 \|560230\| | | 2026/9 | 22.72 |
| | | | | 024474 | K327118130 | 1106000 \|560200\| | | 2026/9 | 11.98 |
| | | | | 024477 | 95750 | 1105300 \|560200\| | | 2026/9 | 207.69 |
| | | | | 024477 | | 1105300 \|560200\| | | 2026/9 | 119.66 |
| | | | | 024477 | | 1105300 \|560200\| | | 2026/9 | 240.00 |
| | | | | | | **Total For Check #** | **337474** | | **1,460.72** |
| 03/19/2026 | 337475 | | | 024475 | 1157N | 1105300 \|560200\| | | 2026/9 | 0.86 |
| | | | | | | **Total For Check #** | **337475** | | **0.86** |
| 03/19/2026 | 337479 | 98 | OKLAHOMA NATURAL GAS CO | 110093891 03132026 | 210105844 1100938 91 MAR 13 2026 | 1106001 \|550240\| | | 2026/9 | 169.75 |
| | | | | | | **Total For Check #** | **337479** | | **169.75** |

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| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 03/19/2026 | 337482 | 1703 | PEYDAY REALTY LLC | APRIL 2026 | REAL PROPERTY RENTAL OR LEASE | 1101700 \|540330\| | | 2026/9 | 4,316.67 |
| | | | | | | **Total For Check # 337482** | | | **4,316.67** |
| 03/19/2026 | 337484 | 736 | PENSKE COMMERCIAL | 12590126 | UNIT # 1815 JEFF | 1105300 \|540200\| | | 2026/9 | 1,060.22 |
| | | | | | | **Total For Check # 337484** | | | **1,060.22** |
| 03/19/2026 | 337488 | 2139 | QUADIENT LEASING USA | Q2244599 | Q2122496 JAN 1-MARCH 31, 2026 | 1101800 \|540330\| | | 2026/9 | 923.10 |
| | | | | | | **Total For Check # 337488** | | | **923.10** |
| 03/19/2026 | 337493 | 201 | ROYAL PRINTING | 67466 | 67466 | 1101315 \|550360\| | | 2026/9 | 16.50 |
| | | | | | | **Total For Check # 337493** | | | **16.50** |
| 03/19/2026 | 337494 | 602 | SANDERS NURSERY | 1166713 | BLANKET PO FOR NURSERY STOCK | 1106003 \|560700\| | | 2026/9 | 250.00 |
| | | | | | | **Total For Check # 337494** | | | **250.00** |
| 03/19/2026 | 337495 | 4971 | CHADWICK BAILEY | 12242 | 12242 03/12/2026 | 1106002 \|530110\| | | 2026/9 | 850.00 |
| | | | | | | **Total For Check # 337495** | | | **850.00** |
| 03/19/2026 | 337497 | 5048 | SHAMROCK TIRE & AUTO | 107-800119 | BLANKET PO FOR ALIGNMENTS | 1106000 \|560190\| | | 2026/9 | 30.00 |
| | | | | | | **Total For Check # 337497** | | | **30.00** |
| 03/19/2026 | 337498 | 969 | SHERWOOD CONSTRUCTION | 298072 | BLANKET PO (BACKUP BIDDER FOR | 1105300 \|560800\| | | 2026/9 | 593.44 |
| | | | | 297734 | BLANKET PO (BACKUP BIDDER FOR | 1105300 \|560800\| | | 2026/9 | 1,483.09 |
| | | | | 297950 | BLANKET PO (BACKUP BIDDER FOR | 1105300 \|560800\| | | 2026/9 | 1,182.26 |
| | | | | | | **Total For Check # 337498** | | | **3,258.79** |
| 03/19/2026 | 337499 | 2144 | SITE ONE LANDSCAPE SUPPLY | 163090027-001 | BLANKET PO FOR IRRIGATION | 1106003 \|560700\| | | 2026/9 | 490.88 |
| | | | | 162962315-001 | BLANKET PO FOR IRRIGATION | 1106000 \|560180\| | | 2026/9 | 110.50 |
| | | | | 162929730-001 | BLANKET PO FOR IRRIGATION | 1106000 \|560700\| | | 2026/9 | 69.76 |
| | | | | 163016841-001 | BLANKET PO FOR IRRIGATION | 1106000 \|560340\| | | 2026/9 | 116.00 |
| | | | | 162988368-001 | BLANKET PO FOR IRRIGATION | 1106000 \|560100\| | | 2026/9 | -25.94 |
| | | | | 162943617-001 | BLANKET PO FOR IRRIGATION | 1106000 \|560180\| | | 2026/9 | 187.92 |
| | | | | 163017064-001 | BLANKET PO FOR IRRIGATION | 1106000 \|560180\| | | 2026/9 | 3.55 |
| | | | | 163056902-001 | BLANKET PO FOR IRRIGATION | 1106000 \|560340\| | | 2026/9 | 220.61 |
| | | | | | | **Total For Check # 337499** | | | **1,173.28** |
| 03/19/2026 | 337500 | 303 | SMITH FARM & GARDEN CO | 114813 | BLANKET PO FOR MISC. PARTS | 1106000 \|560310\| | | 2026/9 | 31.65 |

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|---|---|---|---|---|---|---|---|---|---|
| | | | | 115831 | BLANKET PO FOR MISC. PARTS | 1106000 \|560310\| | | 2026/9 | 5.70 |
| | | | | 115049 | BLANKET PO FOR MISC. PARTS | 1106000 \|560310\| | | 2026/9 | 36.10 |
| | | | | | | **Total For Check # 337500** | | | **73.45** |
| 03/19/2026 | 337502 | 1131 | SPRING CREEK NURSERY | 226848 | BLANKET PO FOR NURSERY STOCK | 1106003 \|560700\| | | 2026/9 | 509.50 |
| | | | | 226908 | BLANKET PO FOR NURSERY STOCK | 1106003 \|560700\| | | 2026/9 | 336.00 |
| | | | | 226929 | BLANKET PO FOR NURSERY STOCK | 1106003 \|560700\| | | 2026/9 | 1,065.00 |
| | | | | | | **Total For Check # 337502** | | | **1,910.50** |
| 03/19/2026 | 337507 | 3496 | TEAM PROFESSIONAL | 141479 | 141479 | 1101102 \|530020\| | | 2026/9 | 1,719.00 |
| | | | | 141478 | 141478 | 1101102 \|530020\| | | 2026/9 | 2,070.00 |
| | | | | | | **Total For Check # 337507** | | | **3,789.00** |
| 03/19/2026 | 337509 | 533 | BROKEN ARROW INSURANCE | 3454142 | 3454142 03/11/2026 | 1101700 \|550760\| | | 2026/9 | 303.00 |
| | | | | | | **Total For Check # 337509** | | | **303.00** |
| 03/19/2026 | 337510 | | | 3404230 | 3404230 01/27/2026 | 1101700 \|550760\| | | 2026/9 | 71.50 |
| | | | | | | **Total For Check # 337510** | | | **71.50** |
| 03/19/2026 | 337511 | | | 3397429 | 3397429 01/21/2026 | 1101700 \|550760\| | | 2026/9 | 69.50 |
| | | | | | | **Total For Check # 337511** | | | **69.50** |
| 03/19/2026 | 337513 | 1104 | TIGER, INC. | 0226278143 | 210105844 1100938 021 FEB 2026 1800 | 1106001 \|550240\| | | 2026/9 | 596.41 |
| | | | | | | **Total For Check # 337513** | | | **596.41** |
| 03/19/2026 | 337514 | 1089 | TRANE COMPANY | 990424451 | 990424451 03/09/2026 | 1106001 \|540070\| | | 2026/9 | 2,133.00 |
| | | | | | | **Total For Check # 337514** | | | **2,133.00** |
| 03/19/2026 | 337523 | 4906 | INTELLIGENT MARKING USA, | INV00014706 | 700054 Pump Inc. Fittings- Turf Tank | 1106000 \|560200\| | | 2026/9 | 512.80 |
| | | | | INV00017946 | INV00017946 01/14/2026 | 1106000 \|540280\| | | 2026/9 | 1,999.00 |
| | | | | | | **Total For Check # 337523** | | | **2,511.80** |
| 03/19/2026 | 337533 | 48 | WARREN POWER & | CS100090096 | for Jeff Johnson/Kenneth Farmer | 1105300 \|560200\| | | 2026/9 | -21.09 |
| | | | | | | **Total For Check # 337533** | | | **-21.09** |
| 03/19/2026 | 337535 | 24 | WEST THOMSON REUTERS | 853274958 | 853274958 03/01/2026 | 1101010 \|560280\| | | 2026/9 | 2,393.52 |
| | | | | | | **Total For Check # 337535** | | | **2,393.52** |

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|---|---|---|---|---|---|---|---|---|---|
| 03/19/2026 | 337537 | 1095 | WINDSTREAM HOLDINGS II LLC | 100738909 | FY26 ANNUAL AGREEMENT | 1106004 \|550220\| | | 2026/9 | 347.17 |
| | | | | 100738909 | FY26 ANNUAL AGREEMENT | 1106002 \|550220\| | | 2026/9 | -347.17 |
| | | | | 100738909 | FY26 ANNUAL AGREEMENT | 1106004 \|550220\| | | 2026/9 | 347.17 |
| | | | | 100738909 | FY26 ANNUAL AGREEMENT | 1106002 \|550220\| | | 2026/9 | -347.17 |
| | | | | 100738909 03042026 | FY26 ANNUAL AGREEMENT | 1106002 \|550220\| | | 2026/9 | 156.92 |
| | | | | 100738909 03042026 | FY26 ANNUAL AGREEMENT | 1106004 \|550220\| | | 2026/9 | 346.79 |
| | | | | | | **Total For Check # 337537** | | | **503.71** |
| 03/24/2026 | 337539 | 4397 | MDEAN CONCEPTS LLC | 37 | 37 MARCH 23, 2026 | 1101400 \|550280\| | 2614040 | 2026/9 | 15,000.00 |
| | | | | | | **Total For Check # 337539** | | | **15,000.00** |
| 03/26/2026 | 337541 | 4672 | BELINDA HOLBROOK | PDR 04072026 | PER DIEM REQUEST - APRIL 07, 2026 | 1101501 \|550030\| | | 2026/9 | 292.40 |
| | | | | | | **Total For Check # 337541** | | | **292.40** |
| 03/26/2026 | 337542 | 3260 | BRITTANY PACK | PDR 04072026 | PER DIEM REQUEST - APRIL 07, 2026 | 1101800 \|550030\| | | 2026/9 | 292.40 |
| | | | | | | **Total For Check # 337542** | | | **292.40** |
| 03/26/2026 | 337545 | 1108 | DUSTIN WEBER | PDR 04062026 | PER DIEM REQUEST - APRIL 06, 2026 | 1101200 \|550030\| | | 2026/9 | 318.20 |
| | | | | | | **Total For Check # 337545** | | | **318.20** |
| 03/26/2026 | 337546 | 4621 | HEATHER LEADER | PDR 04072026 | PER DIEM REQUEST - APRIL 07, 2026 | 1101200 \|550030\| | | 2026/9 | 292.40 |
| | | | | | | **Total For Check # 337546** | | | **292.40** |
| 03/26/2026 | 337547 | 3963 | HEIDI SULLIVAN WILDEN | PDR 04072026 | PER DIEM REQUEST - APRIL 07, 2026 | 1101501 \|550030\| | | 2026/9 | 292.40 |
| | | | | | | **Total For Check # 337547** | | | **292.40** |
| 03/26/2026 | 337549 | 4522 | KIMBER PITTMAN | EMP 03102026 | EMPLOYEE REIMBURSEMENT - MARCH | 1101200 \|560230\| | | 2026/9 | 29.56 |
| | | | | | | **Total For Check # 337549** | | | **29.56** |
| 03/26/2026 | 337550 | 5669 | KYLE PARKS | PDR 04072026 | PER DIEM REQUST - APRIL 07, 2026 | 1101200 \|550030\| | | 2026/9 | 292.40 |
| | | | | | | **Total For Check # 337550** | | | **292.40** |
| 03/26/2026 | 337552 | 999900 | OTP - AR REFUNDS | REC-038474-2026 | | 110 \|422010\| | | 2026/9 | 66.00 |
| | | | | | | **Total For Check # 337552** | | | **66.00** |
| 03/26/2026 | 337553 | | | REC-038692-2026 | | 110 \|422010\| | | 2026/9 | 44.00 |
| | | | | REC-038692-2026 | | 110 \|422010\| | | 2026/9 | 31.00 |
| | | | | REC-038692-2026 | | 110 \|422010\| | | 2026/9 | 247.00 |

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|---|---|---|---|---|---|---|---|---|
| | | | REC-038692-2026 | | 110 \|422010\| | | 2026/9 | 93.72 |
| | | | REC-038692-2026 | | 110 \|422010\| | | 2026/9 | 155.00 |
| | | | REC-038692-2026 | | 110 \|422010\| | | 2026/9 | 273.00 |
| | | | REC-038692-2026 | | 110 \|422010\| | | 2026/9 | 344.00 |
| | | | | | **Total For Check # 337553** | | | **1,187.72** |
| 03/26/2026 | 337554 | | REC-038693-2026 | | 110 \|422010\| | | 2026/9 | 247.00 |
| | | | REC-038693-2026 | | 110 \|422010\| | | 2026/9 | 31.00 |
| | | | REC-038693-2026 | | 110 \|422010\| | | 2026/9 | 44.00 |
| | | | REC-038693-2026 | | 110 \|422010\| | | 2026/9 | 344.00 |
| | | | REC-038693-2026 | | 110 \|422010\| | | 2026/9 | 155.00 |
| | | | REC-038693-2026 | | 110 \|422010\| | | 2026/9 | 273.00 |
| | | | REC-038693-2026 | | 110 \|422010\| | | 2026/9 | 108.24 |
| | | | | | **Total For Check # 337554** | | | **1,202.24** |
| 03/26/2026 | 337555 | | REC-038695-2026 | | 110 \|422010\| | | 2026/9 | 31.00 |
| | | | REC-038695-2026 | | 110 \|422010\| | | 2026/9 | 179.00 |
| | | | REC-038695-2026 | | 110 \|422010\| | | 2026/9 | 258.00 |
| | | | REC-038695-2026 | | 110 \|422010\| | | 2026/9 | 330.00 |
| | | | REC-038695-2026 | | 110 \|422010\| | | 2026/9 | 85.36 |
| | | | REC-038695-2026 | | 110 \|422010\| | | 2026/9 | 363.00 |
| | | | REC-038695-2026 | | 110 \|422010\| | | 2026/9 | 46.00 |
| | | | | | **Total For Check # 337555** | | | **1,292.36** |
| 03/26/2026 | 337556 | | REC-038521-2026 | | 110 \|280300\| | | 2026/9 | 0.50 |
| | | | REC-038521-2026 | | 110 \|280300\| | | 2026/9 | 4.00 |
| | | | REC-038521-2026 | | 110 \|422010\| | | 2026/9 | 68.00 |
| | | | | | **Total For Check # 337556** | | | **72.50** |
| 03/26/2026 | 337557 | | REC-038677-2026 | | 110 \|280300\| | | 2026/9 | 4.00 |
| | | | REC-038677-2026 | | 110 \|280300\| | | 2026/9 | 0.50 |
| | | | REC-038677-2026 | | 110 \|422010\| | | 2026/9 | 68.00 |
| | | | | | **Total For Check # 337557** | | | **72.50** |
| 03/26/2026 | 337559 | | REC-037920-2026 | | 110 \|280300\| | | 2026/9 | 4.00 |
| | | | REC-037920-2026 | | 110 \|280300\| | | 2026/9 | 0.50 |
| | | | REC-037920-2026 | | 110 \|422010\| | | 2026/9 | 68.00 |
| | | | | | **Total For Check # 337559** | | | **72.50** |

**City of Broken Arrow**
**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 03/26/2026 | 337560 | | | REC-038275-2026 | | 110 \|422010\| | | 2026/9 | 68.00 |
| | | | | REC-038275-2026 | | 110 \|422010\| | | 2026/9 | 68.00 |
| | | | | REC-038275-2026 | | 110 \|422010\| | | 2026/9 | 68.00 |
| | | | | | | **Total For Check # 337560** | | | **204.00** |
| 03/26/2026 | 337561 | | | REC-037886-2026 | | 110 \|422010\| | | 2026/9 | 180.00 |
| | | | | | | **Total For Check # 337561** | | | **180.00** |
| 03/26/2026 | 337562 | | | REC-038028-2026 | | 110 \|421010\| | | 2026/9 | 171.00 |
| | | | | | | **Total For Check # 337562** | | | **171.00** |
| 03/26/2026 | 337564 | 999907 | OTP - COURT REFUNDS | 0000949 | 427025-1 | 110 \|451020\| | | 2026/9 | 50.53 |
| | | | | | | **Total For Check # 337564** | | | **50.53** |
| 03/26/2026 | 337565 | | | 0001051 | E957058-1 | 110 \|451020\| | | 2026/9 | 106.30 |
| | | | | | | **Total For Check # 337565** | | | **106.30** |
| 03/26/2026 | 337566 | | | 0001052 | 838435-1 | 110 \|451020\| | | 2026/9 | 185.28 |
| | | | | | | **Total For Check # 337566** | | | **185.28** |
| 03/26/2026 | 337567 | | | 0001047 | 416184-1 | 110 \|451020\| | | 2026/9 | 128.98 |
| | | | | | | **Total For Check # 337567** | | | **128.98** |
| 03/26/2026 | 337568 | | | 0001042 | 864927-1 | 110 \|451020\| | | 2026/9 | 153.06 |
| | | | | | | **Total For Check # 337568** | | | **153.06** |
| 03/26/2026 | 337569 | | | 0000955 | 393835-1 | 110 \|451020\| | | 2026/9 | 95.78 |
| | | | | | | **Total For Check # 337569** | | | **95.78** |
| 03/26/2026 | 337570 | | | 0001043 | 815400-1 | 110 \|451020\| | | 2026/9 | 97.56 |
| | | | | | | **Total For Check # 337570** | | | **97.56** |
| 03/26/2026 | 337572 | | | 0001046 | 387515-1 | 110 \|451020\| | | 2026/9 | 49.18 |
| | | | | | | **Total For Check # 337572** | | | **49.18** |
| 03/26/2026 | 337573 | | | 0001044 | 801355-1 | 110 \|451020\| | | 2026/9 | 66.55 |
| | | | | | | **Total For Check # 337573** | | | **66.55** |

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**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 03/26/2026 | 337574 | | | 0001049 | 877713-1 | 110 \|451020\| | | 2026/9 | 119.40 |
| | | | | | | **Total For Check # 337574** | | | **119.40** |
| 03/26/2026 | 337575 | | | 0000952 | 886850-1 | 110 \|451020\| | | 2026/9 | 103.97 |
| | | | | | | **Total For Check # 337575** | | | **103.97** |
| 03/26/2026 | 337576 | | | 0001053 | 783676-1 | 110 \|451020\| | | 2026/9 | 192.32 |
| | | | | | | **Total For Check # 337576** | | | **192.32** |
| 03/26/2026 | 337577 | | | 0000950 | 743892-1 | 110 \|451020\| | | 2026/9 | 159.64 |
| | | | | | | **Total For Check # 337577** | | | **159.64** |
| 03/26/2026 | 337579 | | | 0000954 | E992365-1 | 110 \|451020\| | | 2026/9 | 51.88 |
| | | | | | | **Total For Check # 337579** | | | **51.88** |
| 03/26/2026 | 337580 | | | 0000891 | 847964-1 | 110 \|451020\| | | 2026/9 | 5.89 |
| | | | | | | **Total For Check # 337580** | | | **5.89** |
| 03/26/2026 | 337581 | | | 0001040 | 847964-1 | 110 \|451020\| | | 2026/9 | 62.90 |
| | | | | | | **Total For Check # 337581** | | | **62.90** |
| 03/26/2026 | 337582 | | | 0001050 | 862694-1 | 110 \|451020\| | | 2026/9 | 153.04 |
| | | | | | | **Total For Check # 337582** | | | **153.04** |
| 03/26/2026 | 337584 | | | 0000953 | E917883-1 | 110 \|451020\| | | 2026/9 | 4.55 |
| | | | | | | **Total For Check # 337584** | | | **4.55** |
| 03/26/2026 | 337585 | | | 0001041 | 814926-1 | 110 \|451020\| | | 2026/9 | 61.13 |
| | | | | | | **Total For Check # 337585** | | | **61.13** |
| 03/26/2026 | 337599 | 5027 | PHIL MORRIS | PDR 04072026 | PER DIEM REQUEST - APRIL 07, 2026 | 1101200 \|550030\| | | 2026/9 | 292.40 |
| | | | | | | **Total For Check # 337599** | | | **292.40** |
| 03/26/2026 | 337601 | 4741 | SHANNON NEWBY | PDR 04072026 | PER DIEM REQUEST - APRIL 07, 2026 | 1101102 \|550030\| | | 2026/9 | 292.40 |
| | | | | | | **Total For Check # 337601** | | | **292.40** |
| 03/26/2026 | 337608 | 149 | AMERICAN ELECTRIC | 041-990-0-6 03182026 | FY26 ANNUAL AGREEMENT 951-183-137- | 1106001 \|550250\| | | 2026/9 | 661.42 |

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| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| | | | | 162-909-0-6 03172026 | FY26 ANNUAL AGREEMENT - SINGLES | 1101700 \|550250\| | | 2026/9 | 23.69 |
| | | | | 211-815-9-0 03122026 | FY26 ANNUAL AGREEMENT SINGLES | 1106000 \|550250\| | | 2026/9 | 47.79 |
| | | | | 539-598-0-7 03172026 | FY26 ANNUAL AGREEMENT - 958-539- | 1101700 \|550250\| | | 2026/9 | 23.79 |
| | | | | 183-027-0-0 03172026 | FY26 ANNUAL AGREEMENT -853-183-027- | 1105310 \|550250\| | | 2026/9 | 83.06 |
| | | | | 853-893-0-0 03172026 | FY26 ANNUAL AGREEMENT - 952-853- | 1101700 \|550250\| | | 2026/9 | 23.69 |
| | | | | 716-079-0-6 03172026 | FY26 ANNUAL AGREEMENT 951-716-079- | 1106000 \|550250\| | | 2026/9 | 43.59 |
| | | | | 683-103-0-8 03182026 | FY26 ANNUAL AGREEMENT - 951-683- | 1106005 \|550250\| | | 2026/9 | 158.20 |
| | | | | 624-103-0-9 03172026 | FY26 ANNUAL AGREEMENT 954-624-103- | 1106001 \|550250\| | | 2026/9 | 1,477.18 |
| | | | | | | **Total For Check #** | **337608** | | **2,542.41** |
| 03/26/2026 | 337610 | 4935 | AMAZON.COM SALES INC | 1YX6-CDJQ-VW4W | printer ink for City Manager's office printer | 1101300 \|560030\| | | 2026/9 | 203.99 |
| | | | | 1HNY-N3K6-YVX7 | Foam Printer Cleaning Swabs Sticks-Cody | 1105315 \|560230\| | | 2026/9 | 45.98 |
| | | | | 1X6V-11MT-D7PW | card stock for bond printing | 1101700 \|560230\| | | 2026/9 | 8.99 |
| | | | | 1WDP-XYML-FPW7 | ITEM: TYPLASTICS 45-48 Gallon Clear | 1101800 \|560230\| | | 2026/9 | 36.18 |
| | | | | 1KRG-63WD-DVT7 | luggage tags for YCC | 1101700 \|560230\| | | 2026/9 | 13.99 |
| | | | | 1D3T-39FK-9XPP | ITEM: STREAMLIGHT 757016 PolyStinger | 1101415 \|560230\| | | 2026/9 | 38.22 |
| | | | | 1WGL-PL1W-HDG7 | ITEM: Walnut Grove Slide-in Certificate | 1101800 \|560230\| | | 2026/9 | 36.95 |
| | | | | 13D4-6Q43-16FF | ITEM: Bankers Box Stor/File Storage | 1101800 \|560230\| | | 2026/9 | 109.99 |
| | | | | 1PG6-H6X3-WVVC | ITEM: Bankers Box Stor/File Storage | 1101800 \|560230\| | | 2026/9 | -109.99 |
| | | | | 1TMF-9WNW-C9TW | Replacement for Toro Thermostat MTNC | 1106000 \|560200\| | | 2026/9 | 59.50 |
| | | | | | | **Total For Check #** | **337610** | | **443.80** |
| 03/26/2026 | 337615 | 3844 | KATHERINE C VINCENT | 000659 | 000659 DEPOSIT FOR CARRIAGE RIDES | 1101315 \|550280\| | 2617180 | 2026/9 | 3,000.00 |
| | | | | | | **Total For Check #** | **337615** | | **3,000.00** |
| 03/26/2026 | 337616 | 5106 | AYE-YAH LLC | 138634 | WINDOW CLEANING SERVICE RFP | 1101700 \|540070\| | | 2026/9 | 323.44 |
| | | | | 138634 | WINDOW CLEANING SERVICE RFP | 1106001 \|540070\| | | 2026/9 | 283.44 |
| | | | | 138634 | WINDOW CLEANING SERVICE RFP | 1106004 \|540070\| | | 2026/9 | 987.10 |
| | | | | | | **Total For Check #** | **337616** | | **1,593.98** |
| 03/26/2026 | 337626 | 37 | CINTAS CORPORATION | 5324414510 | BLANKET PO FOR ALL DEPARTMENT | 1101400 \|560230\| | | 2026/9 | 198.92 |
| | | | | 5324414510 | BLANKET PO FOR ALL DEPARTMENT | 1101700 \|560230\| | | 2026/9 | 130.11 |
| | | | | 5323733326 | BLANKET PO FOR ALL DEPARTMENT | 1106002 \|560230\| | | 2026/9 | 52.27 |
| | | | | 5324414509 | BLANKET PO FOR ALL DEPARTMENT | 1101102 \|560230\| | | 2026/9 | 54.99 |
| | | | | 5324414513 | BLANKET PO FOR ALL DEPARTMENT | 1106000 \|560230\| | | 2026/9 | 39.96 |
| | | | | 5317946106 | BLANKET PO FOR ALL DEPARTMENT | 1106002 \|560230\| | | 2026/9 | 2.00 |
| | | | | 5324102612 | BLANKET PO FOR ALL DEPARTMENT | 1101200 \|560230\| | | 2026/9 | 66.86 |
| | | | | | | **Total For Check #** | **337626** | | **545.11** |

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| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 03/26/2026 | 337627 | 1391 | CLEAN THE UNIFORM CO | 52180538 | 52180538 FEB 25, 2026 | 1106002 \|540330\| | | 2026/9 | 26.19 |
| | | | | 52183225 | 52183225 MARCH 13, 2025 | 1106000 \|540310\| | | 2026/9 | 130.32 |
| | | | | 52183225 | 52183225 MARCH 13, 2025 | 1106000 \|540330\| | | 2026/9 | 0.34 |
| | | | | 52182747 | 52182747 MARCH 11, 2026 | 1106000 \|540310\| | | 2026/9 | 33.04 |
| | | | | 52182747 | 52182747 MARCH 11, 2026 | 1106003 \|540310\| | | 2026/9 | 47.68 |
| | | | | 52161975 | RAY HARRAL - MATS | 1106002 \|540330\| | | 2026/9 | 3.14 |
| | | | | 52171069 | RAY HARRAL - MATS | 1106002 \|540330\| | | 2026/9 | 3.14 |
| | | | | 52175513 | RAY HARRAL - MATS | 1106002 \|540330\| | | 2026/9 | 3.14 |
| | | | | 52167726 | CPCC MAT DUST TOWELS | 1106002 \|540330\| | | 2026/9 | 33.17 |
| | | | | 52169935 | CPCC MAT DUST TOWELS | 1106002 \|540330\| | | 2026/9 | 33.17 |
| | | | | 52172797 | BIMONTHLY MAT RENTAL & DUST MOP | 1106005 \|540330\| | | 2026/9 | 1.32 |
| | | | | 52175018 | BIMONTHLY MAT RENTAL & DUST MOP | 1106005 \|540330\| | | 2026/9 | 1.32 |
| | | | | 52166401 | NAVY MATS FOR MUNICIPAL COURT | 1101800 \|540330\| | | 2026/9 | 7.84 |
| | | | | 52171070 | NAVY MATS FOR MUNICIPAL COURT | 1101800 \|540330\| | | 2026/9 | 7.84 |
| | | | | | | **Total For Check #** | **337627** | | **331.65** |
| 03/26/2026 | 337631 | 882 | COX COMMUNICATIONS | 069285801 03062026 | FY26 ANNUAL AGREEMENT 001 6311 | 1101700 \|550540\| | | 2026/9 | 1,920.64 |
| | | | | | | **Total For Check #** | **337631** | | **1,920.64** |
| 03/26/2026 | 337634 | 4794 | DAIOHS FIRST CHOICE | TU-1095213 | COFFEE SERVICES | 1101400 \|560230\| | | 2026/9 | 198.40 |
| | | | | TU-1095213 | COFFEE SERVICES | 1101501 \|560230\| | | 2026/9 | 78.60 |
| | | | | | | **Total For Check #** | **337634** | | **277.00** |
| 03/26/2026 | 337638 | 2148 | ELLSWORTH CONSTRUCTION | 1009 | BLANKET PO FOR ASPHALT (PRIMARY | 1105300 \|560800\| | | 2026/9 | 338.52 |
| | | | | 1006 | BLANKET PO FOR ASPHALT (PRIMARY | 1105300 \|560800\| | | 2026/9 | 122.14 |
| | | | | 1004 | BLANKET PO FOR ASPHALT (PRIMARY | 1105300 \|560800\| | | 2026/9 | 207.70 |
| | | | | | | **Total For Check #** | **337638** | | **668.36** |
| 03/26/2026 | 337642 | 4056 | KIRKWALL HOLDINGS LLC | 617-16949 | VINYL SIGN - NEW ORLEANS SQUARE | 1101700 \|540280\| | | 2026/9 | 2,499.99 |
| | | | | | | **Total For Check #** | **337642** | | **2,499.99** |
| 03/26/2026 | 337643 | 1231 | AT&T MOBILITY LLC | 332244712X03172026 | 287332244712X03202026 MARCH 9, 2026 | 1101200 \|550540\| | | 2026/9 | 43.73 |
| | | | | | | **Total For Check #** | **337643** | | **43.73** |
| 03/26/2026 | 337644 | | | 344015076X03172026 | 287344015076X03172026 SIMS ONLY | 1101700 \|550540\| | | 2026/9 | 202.44 |
| | | | | | | **Total For Check #** | **337644** | | **202.44** |

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| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 03/26/2026 | 337653 | 4188 | GRADY NICHOLS LTD | FEB 17, 2026 | DEPOSIT FOR 2026 FOR CHRISTMAS | 1101315 \|550280\| | 2617180 | 2026/9 | 1,250.00 |
| | | | | | | **Total For Check # 337653** | | | **1,250.00** |
| 03/26/2026 | 337660 | 5576 | HIGH FIVE MEDIA GROUP LLC | 45456 | 45456 MARCH 20, 2026 | 1101310 \|530870\| | | 2026/9 | 3,758.00 |
| | | | | | | **Total For Check # 337660** | | | **3,758.00** |
| 03/26/2026 | 337662 | 4736 | DUSTIN MANLY | 10001533 | 10001533 MARCH 20, 2026 | 1106001 \|540070\| | | 2026/9 | 300.00 |
| | | | | | | **Total For Check # 337662** | | | **300.00** |
| 03/26/2026 | 337664 | 5131 | KEVIN BEHE | 15710 030326 | CITY COUNCIL 07/14/25 | 1101200 \|540070\| | | 2026/9 | 0.25 |
| | | | | 15710 030326 | CITY COUNCIL 07/14/25 | 1101700 \|540070\| | | 2026/9 | 1.39 |
| | | | | 15710 030326 | CITY COUNCIL 07/14/25 | 1105300 \|540070\| | | 2026/9 | 0.67 |
| | | | | 15710 030326 | CITY COUNCIL 07/14/25 | 1106000 \|540070\| | | 2026/9 | 1.17 |
| | | | | 15710 030326 | CITY COUNCIL 07/14/25 | 1106002 \|540070\| | | 2026/9 | 1.33 |
| | | | | 15710 030326 | CITY COUNCIL 07/14/25 | 1106005 \|540070\| | | 2026/9 | 0.33 |
| | | | | | | **Total For Check # 337664** | | | **5.14** |
| 03/26/2026 | 337668 | 614 | LIGHTING INC/BROKEN ARROW | S3470054.001 | BLANKET PO FOR MISC. LIGHTING | 1106000 \|560180\| | | 2026/9 | 19.93 |
| | | | | | | **Total For Check # 337668** | | | **19.93** |
| 03/26/2026 | 337673 | 3574 | MIRAMAR TRAFFIC & PARKING | 8587 | Stock blanks and signs | 1105315 \|560360\| | | 2026/9 | 5,614.60 |
| | | | | | | **Total For Check # 337673** | | | **5,614.60** |
| 03/26/2026 | 337676 | 25 | NAPA AUTO PARTS | 024173 | 5481948 | 1105300 \|560200\| | | 2026/9 | 57.70 |
| | | | | 024173 | 5481949 | 1105300 \|560200\| | | 2026/9 | 138.74 |
| | | | | 024173 | 5525525 | 1105300 \|560200\| | | 2026/9 | 144.90 |
| | | | | 024173 | 5481947 | 1105300 \|560200\| | | 2026/9 | 68.80 |
| | | | | 024173 | 5481953 | 1105300 \|560200\| | | 2026/9 | 119.91 |
| | | | | 024173 | 5525526 | 1105300 \|560200\| | | 2026/9 | 147.50 |
| | | | | 024173 | 5481951 | 1105300 \|560200\| | | 2026/9 | 132.88 |
| | | | | 024180 | AN125001002 | 1105315 \|560200\| | | 2026/9 | 90.04 |
| | | | | 024180 | AN225001001 | 1105315 \|560200\| | | 2026/9 | 101.27 |
| | | | | 024180 | CA009562030 | 1105315 \|560200\| | | 2026/9 | 108.89 |
| | | | | 024180 | MC23PF | 1105315 \|560200\| | | 2026/9 | 598.36 |
| | | | | 024182 | DS7043 | 1106000 \|560190\| | | 2026/9 | 100.00 |
| | | | | 024182 | 408 | 1106000 \|560190\| | | 2026/9 | 495.34 |
| | | | | 024203 | MTP75DT | 1106000 \|560200\| | | 2026/9 | 211.48 |
| | | | | 024418 | FS20194 | 1105300 \|560200\| | | 2026/9 | 93.93 |

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|---|---|---|---|---|---|---|---|---|
| | | | 024418 | 600515 | 1105300 \|560200\| | | 2026/9 | 53.07 |
| | | | 024418 | 4318 | 1105300 \|560200\| | | 2026/9 | 14.65 |
| | | | 024418 | LF14001NN | 1105300 \|560200\| | | 2026/9 | 40.36 |
| | | | 024418 | 0343216010 | 1105300 \|560200\| | | 2026/9 | 199.06 |
| | | | 024418 | 15W40BULK | 1105300 \|560210\| | | 2026/9 | 157.96 |
| | | | 024427 | F013887 | 1106000 \|560190\| | | 2026/9 | 148.24 |
| | | | 024428 | AT456096 | 1105300 \|560200\| | | 2026/9 | 383.47 |
| | | | 024369 | 754P06774 | 1106000 \|560200\| | | 2026/9 | 144.43 |
| | | | 024372 | F013989 | 1106000 \|560190\| | | 2026/9 | 806.72 |
| | | | 24396 | MTP48H6 | 1101415 \|560200\| | | 2026/9 | 158.02 |
| | | | 024397 | CA5110701 | 1106000 \|560190\| | | 2026/9 | 160.04 |
| | | | 24298 | R1103800 | 1106000 \|560200\| | | 2026/9 | 347.87 |
| | | | 24299 | R1059225 | 1106000 \|560200\| | | 2026/9 | 129.72 |
| | | | 24299 | R1059226 | 1106000 \|560200\| | | 2026/9 | 48.72 |
| | | | 24299 | R1125268 | 1106000 \|560200\| | | 2026/9 | 188.32 |
| | | | 24299 | R1125265 | 1106000 \|560200\| | | 2026/9 | 564.78 |
| | | | 24311 | 5231112 | 1105315 \|560200\| | | 2026/9 | 317.76 |
| | | | 24311 | X0033GCNNL | 1105315 \|560200\| | | 2026/9 | 54.86 |
| | | | 24490 | FAGYZ32HL | 1106000 \|560200\| | | 2026/9 | 212.83 |
| | | | 24508 | 6004ZZ | 1106000 \|560200\| | | 2026/9 | 57.60 |
| | | | 24508 | 204PY3 | 1106000 \|560200\| | | 2026/9 | 182.56 |
| | | | 24508 | 9080L | 1106000 \|560230\| | | 2026/9 | 15.56 |
| | | | 24509 | 4315387 | 1106000 \|560200\| | | 2026/9 | 167.08 |
| | | | 24528 | 2897581 | 1105300 \|560200\| | | 2026/9 | 211.52 |
| | | | 24537 | 1748XD | 1105300 \|560200\| | | 2026/9 | 33.74 |
| | | | 24537 | 600564 | 1105300 \|560200\| | | 2026/9 | 33.61 |
| | | | 24537 | PF46235 | 1105300 \|560200\| | | 2026/9 | 39.17 |
| | | | 24537 | 9082 | 1105300 \|560200\| | | 2026/9 | 12.79 |
| | | | 24537 | 500925 | 1105300 \|560200\| | | 2026/9 | 114.31 |
| | | | 24537 | 9520 | 1105300 \|560200\| | | 2026/9 | 45.39 |
| | | | 24537 | 15W40BULK | 1105300 \|560210\| | | 2026/9 | 86.16 |
| | | | 24538 | 388BDM | 1105300 \|560190\| | | 2026/9 | 605.48 |
| | | | 24543 | 4934545 | 1105300 \|560200\| | | 2026/9 | 281.37 |
| | | | 24547 | 4410351V | 1105315 \|560200\| | | 2026/9 | 182.17 |
| | | | 24551 | GC2ECLUTL | 1105300 \|560200\| | | 2026/9 | 604.28 |
| | | | 024560 | MTP65HD | 1101400 \|560200\| | | 2026/9 | 142.17 |
| | | | 024590 | 600564 | 1105300 \|560200\| | | 2026/9 | 33.61 |
| | | | 024590 | 4984382 | 1105300 \|560200\| | | 2026/9 | 8.67 |

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|---|---|---|---|---|---|---|---|---|
| | | | 024590 | 4307376 | 1105300 \|560200\| | | 2026/9 | 259.96 |
| | | | | | **Total For Check # 337676** | | | **9,857.82** |
| 03/26/2026 | 337677 | | 024149 | 1014850 | 1105300 \|560200\| | | 2026/9 | 74.47 |
| | | | 024150 | 1042 | 1106003 \|560200\| | | 2026/9 | 4.25 |
| | | | 024150 | 2488 | 1106003 \|560200\| | | 2026/9 | 13.80 |
| | | | 024150 | 115 | 1106003 \|560210\| | | 2026/9 | 15.50 |
| | | | 024150 | 5W30BULK | 1106003 \|560210\| | | 2026/9 | 22.86 |
| | | | 024151 | 1372 | 1106000 \|560200\| | | 2026/9 | 4.25 |
| | | | 024151 | 200697 | 1106000 \|560200\| | | 2026/9 | 29.51 |
| | | | 024151 | 115 | 1106000 \|560210\| | | 2026/9 | 15.50 |
| | | | 024151 | 5W30BULK | 1106000 \|560210\| | | 2026/9 | 26.67 |
| | | | 024154 | 1214 | 1105300 \|560200\| | | 2026/9 | 77.78 |
| | | | 024166 | 379504 | 1105300 \|560200\| | | 2026/9 | 66.66 |
| | | | 024172 | 1014859 | 1106000 \|560200\| | | 2026/9 | 61.93 |
| | | | 024198 | 521165 | 1105300 \|560200\| | | 2026/9 | 69.44 |
| | | | 024202 | MT26R | 1106000 \|560200\| | | 2026/9 | 137.42 |
| | | | 024411 | 7045 | 1105315 \|560200\| | | 2026/9 | 4.25 |
| | | | 024411 | 2488 | 1105315 \|560200\| | | 2026/9 | 13.80 |
| | | | 024411 | 115 | 1105315 \|560210\| | | 2026/9 | 15.50 |
| | | | 024411 | 75110 | 1105315 \|560210\| | | 2026/9 | 29.76 |
| | | | 024439 | FL3Z13K359AC | 1105300 \|560200\| | | 2026/9 | 92.12 |
| | | | 024444 | AF225 | 1105300 \|560210\| | | 2026/9 | 110.04 |
| | | | 024370 | 1344 | 1106005 \|560200\| | | 2026/9 | 7.22 |
| | | | 024370 | 3390 | 1106005 \|560200\| | | 2026/9 | 6.91 |
| | | | 024370 | 2985 | 1106005 \|560200\| | | 2026/9 | 16.18 |
| | | | 024370 | 15W40BULK | 1106005 \|560210\| | | 2026/9 | 28.72 |
| | | | 024371 | 200002 | 1106000 \|560210\| | | 2026/9 | 9.17 |
| | | | 024371 | 224579 | 1106000 \|560210\| | | 2026/9 | 8.44 |
| | | | 024371 | 7060 | 1106000 \|560210\| | | 2026/9 | 4.25 |
| | | | 024371 | 112628 | 1106000 \|560210\| | | 2026/9 | 49.98 |
| | | | 024371 | 115 | 1106000 \|560210\| | | 2026/9 | 15.50 |
| | | | 024379 | K345118900 | 1106000 \|560200\| | | 2026/9 | 73.22 |
| | | | 024383 | 9047902 | 1105300 \|560200\| | | 2026/9 | 76.04 |
| | | | 024384 | FAGYZ32HL | 1106000 \|560200\| | | 2026/9 | 212.83 |
| | | | 024384 | SLA1161 | 1106000 \|560200\| | | 2026/9 | -121.76 |
| | | | 024384 | 46AWBULK | 1106000 \|560210\| | | 2026/9 | 4.56 |
| | | | 24274 | 7502 | 1101415 \|560200\| | | 2026/9 | 4.25 |

City of Broken Arrow
Check Register by Fund

| CHECK DATE | CHECK # | VENDOR NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| | | | 24274 | 230266 | 1101415 \|560200\| | | 2026/9 | 10.91 |
| | | | 24274 | 9883 | 1101415 \|560200\| | | 2026/9 | 12.73 |
| | | | 24274 | 115 | 1101415 \|560210\| | | 2026/9 | 15.50 |
| | | | 24274 | 5W30BULK | 1101415 \|560210\| | | 2026/9 | 30.48 |
| | | | 24274 | RTU1EXT | 1101415 \|560210\| | | 2026/9 | 8.61 |
| | | | 24480 | 1372 | 1106000 \|560200\| | | 2026/9 | 4.25 |
| | | | 24480 | 230266 | 1106000 \|560200\| | | 2026/9 | 10.91 |
| | | | 24480 | 200906 | 1106000 \|560200\| | | 2026/9 | 18.53 |
| | | | 24480 | 115 | 1106000 \|560210\| | | 2026/9 | 15.50 |
| | | | 24480 | 5W30BULK | 1106000 \|560210\| | | 2026/9 | 26.67 |
| | | | 24480 | 490 | 1106000 \|560230\| | | 2026/9 | 13.89 |
| | | | 24481 | 6231 | 1105300 \|560210\| | | 2026/9 | 61.16 |
| | | | 24497 | SP35 | 1106000 \|560200\| | | 2026/9 | 71.89 |
| | | | | | **Total For Check # 337677** | | | **1,582.05** |
| 03/26/2026 | 337678 | | 024050 | 6051301 | 1105300 \|560200\| | | 2026/9 | 2.22 |
| | | | 024050 | 10533 | 1105300 \|560210\| | | 2026/9 | 9.54 |
| | | | 024052 | 03196 | 1106000 \|560230\| | | 2026/9 | 22.92 |
| | | | 024155 | 102408 | 1105300 \|560200\| | | 2026/9 | 50.41 |
| | | | 024162 | 8235075 | 1105300 \|560200\| | | 2026/9 | 11.28 |
| | | | 024181 | 927658 | 1105315 \|560200\| | | 2026/9 | 46.02 |
| | | | 024196 | 1372 | 1106000 \|560200\| | | 2026/9 | 4.25 |
| | | | 024196 | 115 | 1106000 \|560210\| | | 2026/9 | 15.50 |
| | | | 024196 | 5W20BULK | 1106000 \|560210\| | | 2026/9 | 23.66 |
| | | | 024197 | 702277 | 1106000 \|560210\| | | 2026/9 | 12.37 |
| | | | 024199 | 1275407 | 1105315 \|560230\| | | 2026/9 | 31.89 |
| | | | 024209 | 1358 | 1106005 \|560200\| | | 2026/9 | 6.36 |
| | | | 024209 | 6438 | 1106005 \|560200\| | | 2026/9 | 17.20 |
| | | | 024209 | 122319 | 1106005 \|560210\| | | 2026/9 | 28.56 |
| | | | 024222 | DA1670 | 1106005 \|560230\| | | 2026/9 | 15.00 |
| | | | 024414 | 706620 | 1106000 \|560210\| | | 2026/9 | 11.40 |
| | | | 024442 | 46AWBULK | 1105300 \|560210\| | | 2026/9 | 49.60 |
| | | | 024391 | 8235075 | 1105300 \|560200\| | | 2026/9 | 22.56 |
| | | | 024398 | ML3Z1623552A | 1101415 \|560200\| | | 2026/9 | 26.84 |
| | | | 024400 | 102408 | 1105300 \|560200\| | | 2026/9 | 50.41 |
| | | | 24288 | 4025J | 1106000 \|560210\| | | 2026/9 | 12.42 |
| | | | 24295 | 521753 | 1105300 \|560200\| | | 2026/9 | 30.83 |
| | | | 24488 | 2413 | 1105300 \|560230\| | | 2026/9 | 38.04 |

City of Broken Arrow
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| CHECK DATE | CHECK # | VENDOR NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| | | | 24526 | WBB22 | 1105300 \|560200\| | | 2026/9 | 16.24 |
| | | | 24530 | 9746 | 1105300 \|560200\| | | 2026/9 | 19.29 |
| | | | 24530 | 6935 | 1105300 \|560200\| | | 2026/9 | 9.55 |
| | | | 24530 | 4048 | 1105300 \|560200\| | | 2026/9 | 8.88 |
| | | | 24531 | 9756 | 1106000 \|560200\| | | 2026/9 | 14.86 |
| | | | 24531 | 3011 | 1106000 \|560200\| | | 2026/9 | 2.26 |
| | | | 24531 | 7035 | 1106000 \|560200\| | | 2026/9 | 7.63 |
| | | | 24531 | 500912 | 1106000 \|560200\| | | 2026/9 | 9.48 |
| | | | 24531 | 75110 | 1106000 \|560210\| | | 2026/9 | 7.44 |
| | | | 24548 | 8230923 | 1106000 \|560200\| | | 2026/9 | 16.48 |
| | | | 024565 | 7060 | 1105310 \|560200\| | | 2026/9 | 4.25 |
| | | | 024565 | 115 | 1105310 \|560210\| | | 2026/9 | 15.50 |
| | | | 024565 | 5W20BULK | 1105310 \|560210\| | | 2026/9 | 23.66 |
| | | | 024566 | 789DEF | 1105300 \|560210\| | | 2026/9 | 22.22 |
| | | | 024568 | 46AWBULK | 1106000 \|560210\| | | 2026/9 | 12.40 |
| | | | | | **Total For Check # 337678** | | | **729.42** |
| 03/26/2026 | 337679 | | 024065 | 7122 | 1106000 \|560200\| | | 2026/9 | 2.88 |
| | | | 024065 | X1023R | 1106000 \|560200\| | | 2026/9 | 2.40 |
| | | | 024068 | H313 | 1106000 \|560200\| | | 2026/9 | 2.46 |
| | | | 024178 | 10171 | 1105300 \|560230\| | | 2026/9 | 8.79 |
| | | | 024184 | DA1670 | 1105300 \|560230\| | | 2026/9 | 7.50 |
| | | | 024185 | 82190 | 1105300 \|560230\| | | 2026/9 | 2.19 |
| | | | 024185 | DA1605 | 1105300 \|560230\| | | 2026/9 | 7.50 |
| | | | 024187 | NPB24 | 1105300 \|560200\| | | 2026/9 | 9.90 |
| | | | 024217 | E90BP2 | 1105300 \|560200\| | | 2026/9 | 5.18 |
| | | | 024218 | WBC24 | 1105300 \|560200\| | | 2026/9 | 5.48 |
| | | | 024218 | NPB24 | 1105300 \|560200\| | | 2026/9 | -9.90 |
| | | | 024438 | NBCKT13 | 1105300 \|560230\| | | 2026/9 | 5.10 |
| | | | 024395 | 2741 | 1105300 \|560230\| | | 2026/9 | 11.09 |
| | | | 024401 | 7709231 | 1105315 \|560230\| | | 2026/9 | 10.23 |
| | | | 24281 | 7652651 | 1105300 \|560200\| | | 2026/9 | 10.33 |
| | | | 24294 | 28107 | 1105300 \|560200\| | | 2026/9 | 1.73 |
| | | | 24541 | SW050 | 1105300 \|560230\| | | 2026/9 | 3.32 |
| | | | 24544 | 4932615 | 1105300 \|560200\| | | 2026/9 | 7.74 |
| | | | 24552 | 20680 | 1105300 \|560230\| | | 2026/9 | 5.52 |
| | | | 024562 | 2413 | 1106000 \|560230\| | | 2026/9 | 3.17 |
| | | | 024563 | 05103 | 1105300 \|560230\| | | 2026/9 | 7.79 |

City of Broken Arrow
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| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| | | | | 024583 | 2413 | 1105300 \|560230\| | | 2026/9 | 6.34 |
| | | | | 024587 | 46AWBULK | 1106000 \|560210\| | | 2026/9 | 7.44 |
| | | | | | | **Total For Check # 337679** | | | **124.18** |
| 03/26/2026 | 337683 | 4473 | OPVEON LITIGATION | 7779305 | 7779305 MARCH 18, 2026 | 1101010 \|530870\| | | 2026/9 | 2,179.52 |
| | | | | | | **Total For Check # 337683** | | | **2,179.52** |
| 03/26/2026 | 337686 | 736 | PENSKE COMMERCIAL | 12589745 | unit 2409 jeff | 1105300 \|540200\| | | 2026/9 | 608.25 |
| | | | | | | **Total For Check # 337686** | | | **608.25** |
| 03/26/2026 | 337687 | 2269 | PRO-MOW LAWN AND | FINAL BILL 2/2 | Installation/removal of Rose District holiday | 1101700 \|540280\| | | 2026/9 | 8,211.50 |
| | | | | | | **Total For Check # 337687** | | | **8,211.50** |
| 03/26/2026 | 337695 | 335 | SERVICE OKLAHOMA | L1638489144 | L1638489144 MARCH 19, 2026 | 1101700 \|560230\| | | 2026/9 | 51.00 |
| | | | | | | **Total For Check # 337695** | | | **51.00** |
| 03/26/2026 | 337696 | 81 | SHERWIN WILLIAMS CO | 82548163730326 | BLANKET PO FOR PAINT SUPPLIES | 1101700 \|560180\| | | 2026/9 | 38.95 |
| | | | | | | **Total For Check # 337696** | | | **38.95** |
| 03/26/2026 | 337699 | 303 | SMITH FARM & GARDEN CO | 117143 | UNIT 1689 BRIAN GAYNOR | 1105300 \|540290\| | | 2026/9 | 137.58 |
| | | | | | | **Total For Check # 337699** | | | **137.58** |
| 03/26/2026 | 337705 | 1792 | SUNBELT POOLS INC | PSI018546 | Replacement parts for pool equipment | 1106000 \|560180\| | | 2026/9 | 877.50 |
| | | | | | | **Total For Check # 337705** | | | **877.50** |
| 03/26/2026 | 337708 | 1266 | TIGER WINDOW TINTING | INV-1484 | UNIT # 2683 BRIAN | 1105315 \|540200\| | | 2026/9 | 175.95 |
| | | | | | | **Total For Check # 337708** | | | **175.95** |
| 03/26/2026 | 337719 | 1230 | TULSA COUNTY | 10016337 | PRINT SERVICES FOR MARCH 2026 | 1101700 \|550360\| | | 2026/9 | 26.08 |
| | | | | | | **Total For Check # 337719** | | | **26.08** |
| 03/26/2026 | 337720 | | | 10016336 | PRINT SERVICES FOR MARCH 2026 | 1101700 \|550360\| | | 2026/9 | 23.39 |
| | | | | | | **Total For Check # 337720** | | | **23.39** |
| 03/26/2026 | 337721 | | | 10016338 | PRINT SERVICES FOR MARCH 2026 | 1101800 \|550360\| | | 2026/9 | 52.81 |
| | | | | | | **Total For Check # 337721** | | | **52.81** |
| 03/26/2026 | 337725 | 2390 | TULSA TECHNOLOGY CENTER | 842FD2AA | AMERICAN RED CROSS SPR AED FIRST | 1101102 \|530110\| | | 2026/9 | 385.00 |

**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 # 337725** | | | **385.00** |
| 03/26/2026 | 337726 | 949 | TULSA WINNELSON COMPANY | 688816 01 | BLANKET PO MISC. PLUMBING | 1106000 \|560180\| | | 2026/9 | 78.22 |
| | | | | 692475 01 | BLANKET PO MISC. PLUMBING | 1106001 \|560180\| | | 2026/9 | 124.78 |
| | | | | | | **Total For Check # 337726** | | | **203.00** |
| 03/26/2026 | 337729 | 2487 | TYLER TECHNOLOGIES INC | CI100-00236101 | CI100-00236101 NOV 30, 2025 | 1101102 \|540550\| | | 2026/9 | 1,233.74 |
| | | | | CI100-00236101 | CI100-00236101 NOV 30, 2025 | 1101800 \|550550\| | | 2026/9 | 5,000.00 |
| | | | | | | **Total For Check # 337729** | | | **6,233.74** |
| 03/26/2026 | 337732 | 389 | URBAN LAND INSTITUTE | 6432889 | MEMBERSHIP DUES RENEWAL | 1101410 \|530850\| | | 2026/9 | 680.00 |
| | | | | | | **Total For Check # 337732** | | | **680.00** |
| 03/26/2026 | 337737 | 48 | WARREN POWER & | PS100994265 | PS100994265 FEB 3, 2026 | 1105300 \|560240\| | | 2026/9 | 485.10 |
| | | | | | | **Total For Check # 337737** | | | **485.10** |
| 03/26/2026 | 337739 | 1095 | WINDSTREAM HOLDINGS II LLC | 100755590 03232026 | FY26 ANNUAL AGREEMENT | 1106002 \|550220\| | | 2026/9 | 43.05 |
| | | | | | | **Total For Check # 337739** | | | **43.05** |
| | | | | | | **Total For Fund 110** | | | **163,560.50** |
| | | | | | | **Number of Invoices For Fund 110** | | | **605** |

**City of Broken Arrow**
**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 03/19/2026 | 337436 | 5010 | GOBER CONSTRUCTION LLC | PA 1 SW26010 | Old Town Houston SW Improvements | 2265305 \|570150\| | SW26010 | 2026/9 | 37,346.68 |
| | | | | | | **Total For Check # 337436** | | | **37,346.68** |
| | | | | | | **Total For Fund 226** | | | **37,346.68** |
| | | | | | | **Number of Invoices For Fund 226** | | | **1** |

**City of Broken Arrow**
**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 03/19/2026 | 337323 | 4181 | ERIN HOFENER | EMP 03122026 | EMPLOYEE REIMBURSEMENT - MAR 12, | 2271700 \|560230\| | | 2026/9 | 39.25 |
| | | | | | | **Total For Check # 337323** | | | **39.25** |
| 03/19/2026 | 337330 | 4548 | MAKALA BARTON | PDR 03042026 | PER DIEM REQUEST - MARCH 04, 2026 | 2271700 \|550030\| | | 2026/9 | 40.00 |
| | | | | | | **Total For Check # 337330** | | | **40.00** |
| 03/19/2026 | 337372 | 3873 | 4IMPRINT INC | 14622469 | promotional items - Erin Hofener | 2271700 \|560230\| | | 2026/9 | 3,811.37 |
| | | | | | | **Total For Check # 337372** | | | **3,811.37** |
| 03/19/2026 | 337384 | 2344 | ARTSOK | CIU 0002025 | CIU 0002025 | 2271700 \|550080\| | | 2026/9 | 7,500.00 |
| | | | | | | **Total For Check # 337384** | | | **7,500.00** |
| 03/19/2026 | 337391 | 4666 | BLUEJAY PROPERTIES LLC | APRIL 2026 | REAL PROPERTY RENTAL OR LEASE | 2271700 \|540330\| | | 2026/9 | 1,750.00 |
| | | | | | | **Total For Check # 337391** | | | **1,750.00** |
| 03/19/2026 | 337414 | 882 | COX COMMUNICATIONS | 076689001 02242026 | FY26 ANNUAL AGREEMENT 001 6311 | 2271700 \|550540\| | | 2026/9 | 52.40 |
| | | | | | | **Total For Check # 337414** | | | **52.40** |
| 03/19/2026 | 337437 | 3223 | GORDON OUTDOOR | 43684 | 43684 BILLBOARD ADVERTISING FOR | 2271700 \|530870\| | | 2026/9 | 750.00 |
| | | | | 43812 | 43812 BILLBOARD ADVERTISING FOR | 2271700 \|530870\| | | 2026/9 | 750.00 |
| | | | | 43969 | 43969 BILLBOARD ADVERTISING FOR | 2271700 \|530870\| | | 2026/9 | 750.00 |
| | | | | 44105 | 44105 BILLBOARD ADVERTISING FOR | 2271700 \|530870\| | | 2026/9 | 750.00 |
| | | | | | | **Total For Check # 337437** | | | **3,000.00** |
| 03/19/2026 | 337454 | 1627 | KEEP BROKEN ARROW | RF 0002025 | RF 0002025 | 2271700 \|550080\| | | 2026/9 | 7,500.00 |
| | | | | | | **Total For Check # 337454** | | | **7,500.00** |
| 03/19/2026 | 337455 | 5131 | KEVIN BEHE | 15755 | CITY COUNCIL 07/14/25 | 2271700 \|540070\| | | 2026/9 | 1.86 |
| | | | | 15753 | CITY COUNCIL 07/14/25 | 2271700 \|540070\| | | 2026/9 | 1.14 |
| | | | | 15754 | CITY COUNCIL 07/14/25 | 2271700 \|540070\| | | 2026/9 | 1.43 |
| | | | | 15756 | CITY COUNCIL 07/14/25 | 2271700 \|540070\| | | 2026/9 | 1.86 |
| | | | | 15758 | CITY COUNCIL 07/14/25 | 2271700 \|540070\| | | 2026/9 | 1.43 |
| | | | | 15759 | CITY COUNCIL 07/14/25 | 2271700 \|540070\| | | 2026/9 | 1.43 |
| | | | | 15760 | CITY COUNCIL 07/14/25 | 2271700 \|540070\| | | 2026/9 | 1.43 |
| | | | | 15761 | CITY COUNCIL 07/14/25 | 2271700 \|540070\| | | 2026/9 | 1.43 |
| | | | | 15757 | CITY COUNCIL 07/14/25 | 2271700 \|540070\| | | 2026/9 | 1.43 |
| | | | | 15746 | CITY COUNCIL 07/14/25 | 2271700 \|540070\| | | 2026/9 | 2.29 |
| | | | | 15745 | CITY COUNCIL 07/14/25 | 2271700 \|540070\| | | 2026/9 | 1.15 |

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| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | **Total For Check # 337455** | | | **16.88** |
| 03/19/2026 | 337480 | 468 | OKLAHOMA TOURISM & | 87-19619 | 87-19619 03/10/2026 | 2271700 \|530870\| | | 2026/9 | 149.86 |
| | | | | | | **Total For Check # 337480** | | | **149.86** |
| 03/19/2026 | 337485 | 5265 | PRETTY GOOD AT DRINKING | 0000261 | EVENT SPONSORSHIP | 2271700 \|550080\| | | 2026/9 | 1,000.00 |
| | | | | | | **Total For Check # 337485** | | | **1,000.00** |
| 03/26/2026 | 337664 | 5131 | KEVIN BEHE | 15710 030326 | CITY COUNCIL 07/14/25 | 2271700 \|540070\| | | 2026/9 | 1.00 |
| | | | | | | **Total For Check # 337664** | | | **1.00** |
| 03/26/2026 | 337690 | 201 | ROYAL PRINTING | 67528 | 67528 03/16/2026 | 2271700 \|550360\| | | 2026/9 | 938.00 |
| | | | | | | **Total For Check # 337690** | | | **938.00** |
| | | | | | | **Total For Fund 227** | | | **25,798.76** |
| | | | | | | **Number of Invoices For Fund 227** | | | **26** |

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| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 03/19/2026 | 337459 | 4452 | L3HARRIS TECHNOLOGIES INC | 93468298 | Mobile Radios for FY26 Patrol Vehicles | 3293001 \|570020\| | 2630010 | 2026/9 | 34,089.40 |
| | | | | 93468298 | Mobile Radios for FY26 Patrol Vehicles | 3293001 \|570020\| | 2630020 | 2026/9 | 34,089.40 |
| | | | | | | **Total For Check # 337459** | | | **68,178.80** |
| 03/26/2026 | 337604 | 1335 | 911 CUSTOM | 62033E | FY26 Explorers-City Council Approval | 3293001 \|570020\| | 2630010 | 2026/9 | 892.08 |
| | | | | | | **Total For Check # 337604** | | | **892.08** |
| 03/26/2026 | 337672 | 4341 | MATRIX CONSULTING GROUP, | 5 1807-25 | Matrix Consulting for Fleet Study | 3291700 \|530870\| | | 2026/9 | 5,800.00 |
| | | | | | | **Total For Check # 337672** | | | **5,800.00** |
| 03/26/2026 | 337734 | 868 | COUNTRY FORD-MERCURY INC | 95466 | CITY COUNCIL APPROVED 10/21/25 | 3291700 \|570020\| | 2617020 | 2026/9 | 38,509.00 |
| | | | | 2011801 | CITY COUNCIL APPROVED 10/07/25 | 3295305 \|570020\| | 2653020 | 2026/9 | 85,786.82 |
| | | | | | | **Total For Check # 337734** | | | **124,295.82** |
| | | | | | | **Total For Fund 329** | | | **199,166.70** |
| | | | | | | **Number of Invoices For Fund 329** | | | **6** |

**City of Broken Arrow**
**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 03/19/2026 | 337376 | 822 | ADDCO ELECTRIC INC. | 26898 | GENERATOR/TRANSFER SWITCH - SIGN | 3305315 \|570170\| | 2653240 | 2026/9 | 7,000.00 |
| | | | | 26780 | ELECTRIC FOR GRAIN SILO | 3301700 \|570150\| | 2417300 | 2026/9 | 10,317.89 |
| | | | | | | **Total For Check # 337376** | | | **17,317.89** |
| 03/19/2026 | 337401 | 808 | BUILDERS UNLIMITED, INC. | PA 1 2560140 | Parks Maintenance Bldg Events Park | 3306000 \|570150\| | 2560140 | 2026/9 | 89,136.03 |
| | | | | | | **Total For Check # 337401** | | | **89,136.03** |
| 03/19/2026 | 337419 | 3652 | DIVERSIFIED CIVIL | 2509-01 | Planter & Light Pole - New Orleans Square | 3306000 \|570170\| | 2660050 | 2026/9 | 35,000.00 |
| | | | | | | **Total For Check # 337419** | | | **35,000.00** |
| 03/19/2026 | 337442 | 79 | GREEN ACRE SOD FARMS | 14597 | BL;ANKET PO FOR BERMUDA SOD | 3306000 \|570150\| | 2660190 | 2026/9 | 570.00 |
| | | | | 14479 | BL;ANKET PO FOR BERMUDA SOD | 3306000 \|570150\| | 2660190 | 2026/9 | 380.00 |
| | | | | 14477 | BL;ANKET PO FOR BERMUDA SOD | 3306000 \|570150\| | 2660190 | 2026/9 | 380.00 |
| | | | | | | **Total For Check # 337442** | | | **1,330.00** |
| 03/19/2026 | 337466 | 3480 | MARQUARDT ENGINEERING | PA 1 ST24310 | 137th Street Pavement | 3305300 \|570160\| | ST24310 | 2026/9 | 17,000.00 |
| | | | | | | **Total For Check # 337466** | | | **17,000.00** |
| 03/19/2026 | 337472 | 3669 | MYERS-CHERRY | PA 4 2317210 | Operations Ctr Admin Building | 3301700 \|570150\| | 2317210 | 2026/9 | 177,128.15 |
| | | | | PA 2 203019 | Jail Expansion Contract | 3303008 \|570150\| | 203019 | 2026/9 | 124,897.26 |
| | | | | | | **Total For Check # 337472** | | | **302,025.41** |
| 03/19/2026 | 337473 | 888 | NAFECO | 1391494 | Bunker Gear-Training Center | 3303501 \|570170\| | 2635050 | 2026/9 | 4,720.00 |
| | | | | | | **Total For Check # 337473** | | | **4,720.00** |
| 03/19/2026 | 337484 | 736 | PENSKE COMMERCIAL | 125DE-65424 | CITY COUNCIL APPROVED 07/14/25 | 3305300 \|570020\| | 2653120 | 2026/9 | 330,455.00 |
| | | | | | | **Total For Check # 337484** | | | **330,455.00** |
| 03/19/2026 | 337528 | 1324 | ULINE | 203636368 | New Racks for New EMS Resources | 3303501 \|570190\| | 2635160 | 2026/9 | 8,488.61 |
| | | | | | | **Total For Check # 337528** | | | **8,488.61** |
| 03/19/2026 | 337533 | 48 | WARREN POWER & | P3356201 | CITY COUNCIL APPROVED 10/15/24 | 3301200 \|570170\| | 2512020 | 2026/9 | 52,083.00 |
| | | | | | | **Total For Check # 337533** | | | **52,083.00** |
| 03/26/2026 | 337607 | 5634 | ADVANCED TURF SOLUTIONS, | SO1431626 | 11' 1"H x 17'L, VCM 18x14 Classic PVC | 3306000 \|570150\| | 2660180 | 2026/9 | 1,647.60 |
| | | | | | | **Total For Check # 337607** | | | **1,647.60** |
| 03/26/2026 | 337613 | 434 | ANIXTER INC | 37T080202 | Access Control - Batteries | 3301200 \|570170\| | 2512080 | 2026/9 | 2,829.94 |

**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 # 337613** | | | **2,829.94** |
| 03/26/2026 | 337622 | 5650 | EVERYDAY OVERHEAD DOOR | 56 | REPLACE OVERHEAD DOORS AT | 3301200 \|570170\| | 2612070 | 2026/9 | 10,599.42 |
| | | | | | | **Total For Check # 337622** | | | **10,599.42** |
| 03/26/2026 | 337657 | 2840 | HAPPY PLAYGROUNDS | 3573 | B6WBHORCASINO 6' bench with | 3306000 \|570040\| | 2660120 | 2026/9 | 5,427.00 |
| | | | | | | **Total For Check # 337657** | | | **5,427.00** |
| 03/26/2026 | 337682 | 509 | OKLAHOMA NATURAL GAS | 70442 | 2553230 Salt Dome | 3301700 \|570090\| | 2553230 | 2026/9 | 86,822.36 |
| | | | | | | **Total For Check # 337682** | | | **86,822.36** |
| 03/26/2026 | 337729 | 2487 | TYLER TECHNOLOGIES INC | 045-555177 | 045-555177 FEB 28, 2026 | 3301102 \|570170\| | 2611010 | 2026/9 | 1,800.00 |
| | | | | | | **Total For Check # 337729** | | | **1,800.00** |
| 03/26/2026 | 337731 | 744 | UNITED RENTALS, INC | 259778715-001 | Storage Container for Christmas Decorations | 3306000 \|570170\| | 2660400 | 2026/9 | 6,470.00 |
| | | | | | | **Total For Check # 337731** | | | **6,470.00** |
| | | | | | | **Total For Fund 330** | | | **973,152.26** |
| | | | | | | **Number of Invoices For Fund 330** | | | **21** |

**City of Broken Arrow**
**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 03/26/2026 | 337553 | 999900 | OTP - AR REFUNDS | REC-038692-2026 | | 33240 \|470100\| | | 2026/9 | 415.00 |
| | | | | | | **Total For Check # 337553** | | | **415.00** |
| 03/26/2026 | 337554 | | | REC-038693-2026 | | 33240 \|470100\| | | 2026/9 | 415.00 |
| | | | | | | **Total For Check # 337554** | | | **415.00** |
| 03/26/2026 | 337555 | | | REC-038695-2026 | | 33240 \|470100\| | | 2026/9 | 360.00 |
| | | | | | | **Total For Check # 337555** | | | **360.00** |
| | | | | | | **Total For Fund 332** | | | **1,190.00** |
| | | | | | | **Number of Invoices For Fund 332** | | | **3** |

**City of Broken Arrow**
**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 03/19/2026 | 337426 | 1203 EXACOM, INC | 25112003 | Exacom Technical Refresh Solution for | 3363006 \|570170\| | 2630080 | 2026/9 | 8,000.00 |
| | | | | | **Total For Check # 337426** | | | **8,000.00** |
| 03/26/2026 | 337614 | 3995 AT&T MOBILITY NATIONAL | 26B-0805 062 8 3/26 | 911 PSAP Temporary Move 713 268-0805 | 3363006 \|570180\| | 2636010 | 2026/9 | 14,800.00 |
| | | | | | **Total For Check # 337614** | | | **14,800.00** |
| | | | | | **Total For Fund 336** | | | **22,800.00** |
| | | | | | **Number of Invoices For Fund 336** | | | **2** |

**City of Broken Arrow**
**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 03/19/2026 | 337378 | 149 AMERICAN ELECTRIC | 983-871-0-9 03022026 | FY26 ANNUAL AGREEMENT SINGLES | 3425300 \|550250\| | | 2026/9 | 24.45 |
| | | | 789-381-1-9 02272026 | FY26 ANNUAL AGREEMENT SIGNALS | 3425300 \|550250\| | | 2026/9 | 3,449.13 |
| | | | | | **Total For Check # 337378** | | | **3,473.58** |
| 03/19/2026 | 337428 | 1231 AT&T MOBILITY LLC | 19128175X03082026 | 287319128175X03082026 | 3425300 \|550540\| | | 2026/9 | 81.07 |
| | | | | | **Total For Check # 337428** | | | **81.07** |
| 03/19/2026 | 337464 | 131 LOCKE SUPPLY COMPANY | 57655506-00 | BLANKET PO FOR PLUMBING & | 3425300 \|560350\| | | 2026/9 | 31.84 |
| | | | 57639091-00 | BLANKET PO FOR PLUMBING & | 3425300 \|560350\| | | 2026/9 | 41.85 |
| | | | | | **Total For Check # 337464** | | | **73.69** |
| 03/26/2026 | 337608 | 149 AMERICAN ELECTRIC | 959-474-0-9 03172026 | FY26 ANNUAL AGREEMENT - SINGLES | 3425300 \|550250\| | | 2026/9 | 67.11 |
| | | | 144-898-0-2 03122026 | FY26 ANNUAL AGREEMENT SINGLES | 3425300 \|550250\| | | 2026/9 | 6.70 |
| | | | 851-307-0-7 03112026 | FY26 ANNUAL AGREEMENT 959-851-307- | 3425300 \|550250\| | | 2026/9 | 6.70 |
| | | | 158-339-0-2 03172026 | FY26 ANNUAL AGREEMENT 956-158-339- | 3425300 \|550250\| | | 2026/9 | 90.41 |
| | | | 883-018-0-0 03162026 | FY26 ANNUAL AGREEMENT 959-883-018- | 3425300 \|550250\| | | 2026/9 | 53.47 |
| | | | 343-742-0-7 03192026 | FY26 ANNUAL AGREEMENT - 950-343- | 3425300 \|550250\| | | 2026/9 | 60.54 |
| | | | | | **Total For Check # 337608** | | | **284.93** |
| 03/26/2026 | 337629 | 1292 CONTROL TECHNOLOGIES INC | 0083589 | Camera repairs-Gary Harris | 3425300 \|540280\| | | 2026/9 | 504.40 |
| | | | | | **Total For Check # 337629** | | | **504.40** |
| 03/26/2026 | 337669 | 131 LOCKE SUPPLY COMPANY | 56809773-02 | BLANKET PO FOR PLUMBING & | 3425300 \|560230\| | | 2026/9 | 455.12 |
| | | | | | **Total For Check # 337669** | | | **455.12** |
| 03/26/2026 | 337676 | 25 NAPA AUTO PARTS | 024201 | DCM0100 | 3425300 \|560350\| | | 2026/9 | 1,060.00 |
| | | | | | **Total For Check # 337676** | | | **1,060.00** |
| | | | | | **Total For Fund 342** | | | **5,932.79** |
| | | | | | **Number of Invoices For Fund 342** | | | **14** |

**City of Broken Arrow**
**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 03/19/2026 | 337387 | 885 | ATWOOD DISTRIBUTING LP | 3800 | BLANKET PO SAFETY SHOES & MISC | 3435300 \|570150\| | | 2026/9 | 79.96 |
| | | | | | | **Total For Check # 337387** | | | **79.96** |
| 03/19/2026 | 337425 | 1275 | ERGON ASPHALT & | 9403668012 | BLANKET PO - OIL (CRS2) | 3435300 \|570150\| | ST24270 | 2026/9 | 2,457.45 |
| | | | | | | **Total For Check # 337425** | | | **2,457.45** |
| 03/19/2026 | 337438 | 3214 | GRADE LINE CONSTRUCTION | PA 3 ST22100 | Wedgewood Residential - Project ST22100 | 3435300 \|570150\| | ST22100 | 2026/9 | 129,419.43 |
| | | | | | | **Total For Check # 337438** | | | **129,419.43** |
| 03/19/2026 | 337483 | 320 | POE AND ASSOCIATES | 15875 | SW25120 Hemlock Culvert | 3435300 \|570160\| | SW25120 | 2026/9 | 9,945.00 |
| | | | | | | **Total For Check # 337483** | | | **9,945.00** |
| 03/19/2026 | 337524 | 1496 | TWIN CITIES READY MIX INC | 318262 | BLANKET PO FOR MISC | 3435300 \|570150\| | ST24270 | 2026/9 | 827.50 |
| | | | | 318442 | BLANKET PO FOR MISC | 3435300 \|570150\| | ST24270 | 2026/9 | 918.00 |
| | | | | | | **Total For Check # 337524** | | | **1,745.50** |
| 03/26/2026 | 337694 | 5563 | SEMPER FI HYDROSEED & | 1197 | Hydroseed service-Kenneth Farmer & Jeff | 3435300 \|570150\| | ST24270 | 2026/9 | 5,170.00 |
| | | | | | | **Total For Check # 337694** | | | **5,170.00** |
| | | | | | | **Total For Fund 343** | | | **148,817.34** |
| | | | | | | **Number of Invoices For Fund 343** | | | **7** |

City of Broken Arrow
Check Register by Fund

| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 03/19/2026 | 337315 | 938 | BRANDON TENER | PDR 03232026 | PER DIEM REQUEST - MARCH 23, 2026 | 3443001 \|550030\| | | 2026/9 | 230.00 |
| | | | | | | **Total For Check # 337315** | | | **230.00** |
| 03/19/2026 | 337316 | 1604 | BRANNON TAYLOR | PDR 04062026 | PER DIEM REQUEST - APRIL 06, 2026 | 3443001 \|550030\| | | 2026/9 | 344.00 |
| | | | | | | **Total For Check # 337316** | | | **344.00** |
| 03/19/2026 | 337319 | 3112 | DANIEL BUCKLIN | PDR 04062026 | PER DIEM REQUEST - APRIL 06, 2026 | 3443001 \|550030\| | | 2026/9 | 344.00 |
| | | | | | | **Total For Check # 337319** | | | **344.00** |
| 03/19/2026 | 337324 | 648 | IAN BUCHANAN | PDR 04062026 | PER DIEM REQUEST - APRIL 06, 2026 | 3443001 \|550030\| | | 2026/9 | 344.00 |
| | | | | | | **Total For Check # 337324** | | | **344.00** |
| 03/19/2026 | 337325 | 1454 | JOSHUA S RUSSELL | PDR 04062026 | PER DIEM REQUEST - APRIL 06, 2026 | 3443001 \|550030\| | | 2026/9 | 344.00 |
| | | | | PDR 03232026 | PER DIEM REQUEST - MARCH 23, 2026 | 3443001 \|550030\| | | 2026/9 | 230.00 |
| | | | | | | **Total For Check # 337325** | | | **574.00** |
| 03/19/2026 | 337332 | 3820 | NICHOLAS ARROYO | PDR 03222026 | PER DIEM REQUEST - MARCH 22, 2026 | 3443001 \|550030\| | | 2026/9 | 340.00 |
| | | | | | | **Total For Check # 337332** | | | **340.00** |
| 03/19/2026 | 337364 | 4372 | RUBEN M GAINES | PDR 03222026 | PER DIEM REQUEST - MARCH 22, 2026 | 3443001 \|550030\| | | 2026/9 | 340.00 |
| | | | | | | **Total For Check # 337364** | | | **340.00** |
| 03/19/2026 | 337366 | 5664 | SUZANNA HOLT | PDR 04062026 | PER DIEM REQUEST - APRIL 06, 2026 | 3443010 \|550030\| | | 2026/9 | 344.00 |
| | | | | | | **Total For Check # 337366** | | | **344.00** |
| 03/19/2026 | 337367 | 675 | TANYA DAUER | PDR 04062026 | PER DIEM REQUEST - APRIL 06, 2026 | 3443010 \|550030\| | | 2026/9 | 344.00 |
| | | | | | | **Total For Check # 337367** | | | **344.00** |
| 03/19/2026 | 337370 | 1696 | TRICIA COOK | PDR 04062026 | PER DIEM REQUEST - APRIL 06, 2026 | 3443001 \|550030\| | | 2026/9 | 344.00 |
| | | | | | | **Total For Check # 337370** | | | **344.00** |
| 03/19/2026 | 337377 | 4919 | ADEMCO INC. | 302666214 | 302666214 | 3443009 \|540070\| | | 2026/9 | 503.96 |
| | | | | | | **Total For Check # 337377** | | | **503.96** |
| 03/19/2026 | 337379 | 4935 | AMAZON.COM SALES INC | 1CMM-PJ34-LF3H | Amazon Order for Multiple PD Persons | 3443001 \|560240\| | | 2026/9 | 799.99 |
| | | | | 1CMM-PJ34-LF3H | Amazon Order for Multiple PD Persons | 3443001 \|560480\| | | 2026/9 | 331.88 |
| | | | | 1QRX-X6LY-X46L | Crash Wrap for Brannon Taylor | 3443001 \|560230\| | | 2026/9 | 119.98 |
| | | | | 1WGX-HVQ3-NMYJ | ITEM: Highland Sticky Notes, 3 x 3 Inches, | 3443001 \|560030\| | | 2026/9 | 114.33 |

**City of Broken Arrow**
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| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | **Total For Check # 337379** | | | **1,366.18** |
| 03/19/2026 | 337388 | 931 | AXON ENTERPRISE INC | INUS428436 | Axon Taser 10 holsters | 3443001 \|560230\| | | 2026/9 | 1,125.74 |
| | | | | | | **Total For Check # 337388** | | | **1,125.74** |
| 03/19/2026 | 337405 | 1047 | CHARM-TEX | 0436283-IN | Inmate hygiene | 3443008 \|560230\| | | 2026/9 | 753.20 |
| | | | | | | **Total For Check # 337405** | | | **753.20** |
| 03/19/2026 | 337408 | 37 | CINTAS CORPORATION | 5322721003 | BLANKET PO FOR ALL DEPARTMENT | 3443008 \|560230\| | | 2026/9 | 133.41 |
| | | | | | | **Total For Check # 337408** | | | **133.41** |
| 03/19/2026 | 337409 | 996 | CITY OF BROKEN ARROW | 193660 | Payroll Run 1 - Warrant 260313 | 344 \|218180\| | | 2026/9 | 762.51 |
| | | | | 193660 | Payroll Run 1 - Warrant 260313 | 344 \|218360\| | | 2026/9 | 6,360.37 |
| | | | | | | **Total For Check # 337409** | | | **7,122.88** |
| 03/19/2026 | 337414 | 882 | COX COMMUNICATIONS | 076689001 02242026 | FY26 ANNUAL AGREEMENT 001 6311 | 3443001 \|550540\| | | 2026/9 | 464.83 |
| | | | | 076689001 02242026 | FY26 ANNUAL AGREEMENT 001 6311 | 3443009 \|550540\| | | 2026/9 | 5.27 |
| | | | | | | **Total For Check # 337414** | | | **470.10** |
| 03/19/2026 | 337428 | 1231 | AT&T MOBILITY LLC | 19128175X03082026 | 287319128175X03082026 | 3443001 \|550220\| | | 2026/9 | 1,776.57 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 3443009 \|550220\| | | 2026/9 | 19.27 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 3443001 \|550540\| | | 2026/9 | 6,480.72 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 3443006 \|550540\| | | 2026/9 | 39.23 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 3443009 \|550540\| | | 2026/9 | 243.24 |
| | | | | | | **Total For Check # 337428** | | | **8,559.03** |
| 03/19/2026 | 337429 | | | 19339297X03082026 | 287319339297X03082026 | 3443001 \|550220\| | | 2026/9 | 40.54 |
| | | | | 19339297X03082026 | 287319339297X03082026 | 3443001 \|550540\| | | 2026/9 | 9,147.73 |
| | | | | | | **Total For Check # 337429** | | | **9,188.27** |
| 03/19/2026 | 337450 | 4736 | DUSTIN MANLY | 10001508 | 10001508 03/12/2026 | 3443001 \|560180\| | | 2026/9 | 170.00 |
| | | | | | | **Total For Check # 337450** | | | **170.00** |
| 03/19/2026 | 337455 | 5131 | KEVIN BEHE | 15755 | CITY COUNCIL 07/14/25 | 3443001 \|540070\| | | 2026/9 | 4.80 |
| | | | | 15755 | CITY COUNCIL 07/14/25 | 3443009 \|540070\| | | 2026/9 | 0.31 |
| | | | | 15753 | CITY COUNCIL 07/14/25 | 3443001 \|540070\| | | 2026/9 | 2.96 |
| | | | | 15753 | CITY COUNCIL 07/14/25 | 3443009 \|540070\| | | 2026/9 | 0.19 |
| | | | | 15754 | CITY COUNCIL 07/14/25 | 3443001 \|540070\| | | 2026/9 | 3.69 |

City of Broken Arrow
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| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| | | | | 15754 | CITY COUNCIL 07/14/25 | 3443009 \|540070\| | | 2026/9 | 0.24 |
| | | | | 15756 | CITY COUNCIL 07/14/25 | 3443001 \|540070\| | | 2026/9 | 4.80 |
| | | | | 15756 | CITY COUNCIL 07/14/25 | 3443009 \|540070\| | | 2026/9 | 0.31 |
| | | | | 15758 | CITY COUNCIL 07/14/25 | 3443001 \|540070\| | | 2026/9 | 3.70 |
| | | | | 15758 | CITY COUNCIL 07/14/25 | 3443009 \|540070\| | | 2026/9 | 0.24 |
| | | | | 15759 | CITY COUNCIL 07/14/25 | 3443001 \|540070\| | | 2026/9 | 3.70 |
| | | | | 15759 | CITY COUNCIL 07/14/25 | 3443009 \|540070\| | | 2026/9 | 0.24 |
| | | | | 15760 | CITY COUNCIL 07/14/25 | 3443001 \|540070\| | | 2026/9 | 3.69 |
| | | | | 15760 | CITY COUNCIL 07/14/25 | 3443009 \|540070\| | | 2026/9 | 0.24 |
| | | | | 15761 | CITY COUNCIL 07/14/25 | 3443001 \|540070\| | | 2026/9 | 3.70 |
| | | | | 15761 | CITY COUNCIL 07/14/25 | 3443009 \|540070\| | | 2026/9 | 0.24 |
| | | | | 15757 | CITY COUNCIL 07/14/25 | 3443001 \|540070\| | | 2026/9 | 3.69 |
| | | | | 15757 | CITY COUNCIL 07/14/25 | 3443009 \|540070\| | | 2026/9 | 0.24 |
| | | | | 15746 | CITY COUNCIL 07/14/25 | 3443001 \|540070\| | | 2026/9 | 5.91 |
| | | | | 15746 | CITY COUNCIL 07/14/25 | 3443009 \|540070\| | | 2026/9 | 0.38 |
| | | | | 15745 | CITY COUNCIL 07/14/25 | 3443001 \|540070\| | | 2026/9 | 2.96 |
| | | | | 15745 | CITY COUNCIL 07/14/25 | 3443009 \|540070\| | | 2026/9 | 0.19 |
| | | | | | | **Total For Check #** | **337455** | | **46.42** |
| 03/19/2026 | 337462 | 614 | LIGHTING INC/BROKEN ARROW | S3465919.001 | BLANKET PO FOR MISC. LIGHTING | 3443001 \|560180\| | | 2026/9 | 24.79 |
| | | | | | | **Total For Check #** | **337462** | | **24.79** |
| 03/19/2026 | 337465 | 2355 | LOCKEDINRN | 03092026 | Visiting Nurse 03/09-13/2026 | 3443008 \|530870\| | | 2026/9 | 307.08 |
| | | | | | | **Total For Check #** | **337465** | | **307.08** |
| 03/19/2026 | 337474 | 25 | NAPA AUTO PARTS | 24074 | 7502 | 3443009 \|560200\| | | 2026/9 | 4.25 |
| | | | | 24074 | 230266 | 3443009 \|560200\| | | 2026/9 | 10.91 |
| | | | | 24074 | 9883 | 3443009 \|560200\| | | 2026/9 | 12.73 |
| | | | | 24074 | 115 | 3443009 \|560210\| | | 2026/9 | 15.50 |
| | | | | 24074 | 5W20BULK | 3443009 \|560210\| | | 2026/9 | 27.04 |
| | | | | 24075 | 7502 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | | 24075 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | | 24075 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | | 24075 | 5W20BULK | 3443001 \|560210\| | | 2026/9 | 20.28 |
| | | | | 24081 | MTP94RH7 | 3443001 \|560200\| | | 2026/9 | 144.29 |
| | | | | 24083 | 100255 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | | 24083 | 230192 | 3443001 \|560200\| | | 2026/9 | 12.44 |
| | | | | 24083 | 200039 | 3443001 \|560200\| | | 2026/9 | 14.76 |

City of Broken Arrow
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| CHECK DATE | CHECK # | VENDOR NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| | | | 24083 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 24083 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 24083 | 5W30BULK | 3443001 \|560210\| | | 2026/9 | 22.86 |
| | | | 24085 | 7060 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | 24085 | 4579 | 3443001 \|560200\| | | 2026/9 | 7.11 |
| | | | 24085 | 2725 | 3443001 \|560200\| | | 2026/9 | 15.92 |
| | | | 24085 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 24085 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 24085 | 5W20BULK | 3443001 \|560210\| | | 2026/9 | 20.28 |
| | | | 24092 | 13540604 | 3443001 \|560200\| | | 2026/9 | 74.82 |
| | | | 24314 | 80208 | 3443001 \|560230\| | | 2026/9 | 18.04 |
| | | | 24317 | 7060 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | 24317 | 2488 | 3443001 \|560200\| | | 2026/9 | 13.80 |
| | | | 24317 | MTP48H6 | 3443001 \|560200\| | | 2026/9 | 158.02 |
| | | | 24317 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 24317 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 24317 | 5W30BULK | 3443001 \|560210\| | | 2026/9 | 22.86 |
| | | | 24318 | 1372 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | 24318 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 24318 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 24318 | 5W30BULK | 3443001 \|560210\| | | 2026/9 | 26.67 |
| | | | 24327 | ECR2032BP | 3443001 \|560200\| | | 2026/9 | 6.08 |
| | | | 24339 | 7502 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | 24339 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 24339 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 24339 | 5W30BULK | 3443001 \|560210\| | | 2026/9 | 22.86 |
| | | | 24340 | 7060 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | 24340 | 4048 | 3443001 \|560200\| | | 2026/9 | 8.88 |
| | | | 24340 | 9746 | 3443001 \|560200\| | | 2026/9 | 19.29 |
| | | | 24340 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 24340 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 24340 | 5W20BULK | 3443001 \|560210\| | | 2026/9 | 23.66 |
| | | | 24344 | 52124767AE | 3443001 \|560200\| | | 2026/9 | 203.17 |
| | | | 24344 | 68303630AA | 3443001 \|560200\| | | 2026/9 | 155.28 |
| | | | 24344 | 4877658AD | 3443001 \|560200\| | | 2026/9 | 293.61 |
| | | | 24346 | 100050 | 3443001 \|560200\| | | 2026/9 | 9.10 |
| | | | 24346 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 24346 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |

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| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| | | | | 24346 | 5W30BULK | 3443001 \|560210\| | | 2026/9 | 22.86 |
| | | | | 024465 | MTX49H8 | 3443001 \|560200\| | | 2026/9 | 212.93 |
| | | | | | | **Total For Check # 337474** | | | **1,969.17** |
| 03/19/2026 | 337479 | 98 | OKLAHOMA NATURAL GAS CO | 114839300 03132026 | 210157046 1148393 00 MAR 13 2026 | 3443001 \|550240\| | | 2026/9 | 127.67 |
| | | | | 110008282 03132026 | 213245197 1100082 82 MAR 13 2026 | 3443001 \|550240\| | | 2026/9 | 198.03 |
| | | | | 252838500 03132026 | 213245206 2528385 00 MAR 13 2026 | 3443009 \|550240\| | | 2026/9 | 179.62 |
| | | | | | | **Total For Check # 337479** | | | **505.32** |
| 03/19/2026 | 337487 | 4642 | PROPIO LS, LLC | 0303630226 | 0303630226 FEB 28, 2026 | 3443006 \|530870\| | | 2026/9 | 142.54 |
| | | | | | | **Total For Check # 337487** | | | **142.54** |
| 03/19/2026 | 337505 | 5366 | JOSE SOSA | INV2643 | REROOF TRAINING CENTER PHASE 1 | 3443001 \|570150\| | 2630100 | 2026/9 | 32,025.00 |
| | | | | | | **Total For Check # 337505** | | | **32,025.00** |
| 03/19/2026 | 337506 | 4760 | AUTOMOTIVE INDUSTRIES LLC | 70383 | UNIT 2156 | 3443001 \|540200\| | | 2026/9 | 3,744.31 |
| | | | | | | **Total For Check # 337506** | | | **3,744.31** |
| 03/19/2026 | 337513 | 1104 | TIGER, INC. | 0226278156 | 0226278156 03/12/2026 1101 N 6TH ST | 3443001 \|550240\| | | 2026/9 | 815.69 |
| | | | | 0226278142 | 0226278142 03/12/2026 4205 E OMAHA | 3443001 \|550240\| | | 2026/9 | 239.62 |
| | | | | | | **Total For Check # 337513** | | | **1,055.31** |
| 03/19/2026 | 337518 | 929 | TULSA CLEANING SYSTEMS | 76677 | Rebuild kit for pumps animal shelter | 3443009 \|560180\| | | 2026/9 | 665.10 |
| | | | | 76644 | PARTS FOR ANIMAL SHELTER CAT | 3443009 \|560180\| | | 2026/9 | 408.74 |
| | | | | | | **Total For Check # 337518** | | | **1,073.84** |
| 03/19/2026 | 337526 | 2487 | TYLER TECHNOLOGIES INC | CI100-00243114 | CI100-00243114 12/31/2025 | 3443006 \|540550\| | | 2026/9 | 35,439.40 |
| | | | | | | **Total For Check # 337526** | | | **35,439.40** |
| 03/19/2026 | 337531 | 4810 | VELOCITY SYSTEMS | 81155 | BULLET PROOF VESTS CARRIERS - | 3443001 \|560110\| | | 2026/9 | 45,944.00 |
| | | | | | | **Total For Check # 337531** | | | **45,944.00** |
| 03/19/2026 | 337535 | 24 | WEST THOMSON REUTERS | 853283398 | Contract Renewal for Year 3 of PD CLEAR | 3443001 \|540550\| | | 2026/9 | 2,043.49 |
| | | | | | | **Total For Check # 337535** | | | **2,043.49** |
| 03/19/2026 | 337537 | 1095 | WINDSTREAM HOLDINGS II LLC | 101122812 03042026 | FY26 ANNUAL AGREEMT 1001122812 | 3443006 \|550220\| | | 2026/9 | 196.48 |
| | | | | | | **Total For Check # 337537** | | | **196.48** |

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|---|---|---|---|---|---|---|---|---|---|
| 03/26/2026 | 337543 | 2284 | CASSANDRA BUHLER | PDR 04062026 | PER DIEM REQUEST - APRIL 06, 2026 | 3443001 \|550030\| | | 2026/9 | 200.00 |
| | | | | | | **Total For Check # 337543** | | | **200.00** |
| 03/26/2026 | 337548 | 2525 | JACOB DRAIN | PDR 04122026 | PER DIEM REQUEST - APRIL 12, 2026 | 3443001 \|550030\| | | 2026/9 | 394.40 |
| | | | | | | **Total For Check # 337548** | | | **394.40** |
| 03/26/2026 | 337551 | 5351 | OLIVIA RUSSELL | PDR 04062026 | PER DIEM REQUEST - APRIL 06, 2026 | 3443001 \|550030\| | | 2026/9 | 200.00 |
| | | | | | | **Total For Check # 337551** | | | **200.00** |
| 03/26/2026 | 337600 | 211 | SECRETARY OF STATE | 3426349 | NOTARY FILING FEE FOR ABBY GENAY | 3443006 \|530110\| | | 2026/9 | 25.00 |
| | | | | | | **Total For Check # 337600** | | | **25.00** |
| 03/26/2026 | 337602 | 533 | BROKEN ARROW INSURANCE | 3426349 | NOTARY BOND FOR ABBY GENAY | 3443006 \|530110\| | | 2026/9 | 30.00 |
| | | | | | | **Total For Check # 337602** | | | **30.00** |
| 03/26/2026 | 337603 | 1696 | TRICIA COOK | T&A 03092026 | TRAVEL & ACCOMMODIATION - MARCH | 3443001 \|550030\| | | 2026/9 | 383.29 |
| | | | | | | **Total For Check # 337603** | | | **383.29** |
| 03/26/2026 | 337604 | 1335 | 911 CUSTOM | 63787 | 63787 MARCH 17, 2026 | 3443001 \|560200\| | | 2026/9 | 1,431.69 |
| | | | | | | **Total For Check # 337604** | | | **1,431.69** |
| 03/26/2026 | 337608 | 149 | AMERICAN ELECTRIC | 086-363-1-7 03172026 | FY26 ANNUAL AGREEMENT - 951-086- | 3443001 \|550250\| | | 2026/9 | 28.96 |
| | | | | | | **Total For Check # 337608** | | | **28.96** |
| 03/26/2026 | 337610 | 4935 | AMAZON.COM SALES INC | 1YTQ-LF1G-4M9Q | Mat Tape for Phase 3 | 3443001 \|560230\| | | 2026/9 | 287.92 |
| | | | | 1XLD-TQNG-WKWM | Supplies for CSI Digital Lab | 3443001 \|560550\| | | 2026/9 | 182.88 |
| | | | | 1X1V-G9TV-MV3Q | Supplies for CSI Digital Lab | 3443001 \|560550\| | | 2026/9 | 199.98 |
| | | | | 1G1H-LKPQ-NGQG | 911 Dispatch Console Speakers | 3443006 \|560240\| | | 2026/9 | 1,439.92 |
| | | | | | | **Total For Check # 337610** | | | **2,110.70** |
| 03/26/2026 | 337617 | 910 | BAYSINGER POLICE SUPPLY | 1085434 | Restock of Flash Bangs for SOT | 3443001 \|560320\| | | 2026/9 | 2,367.60 |
| | | | | | | **Total For Check # 337617** | | | **2,367.60** |
| 03/26/2026 | 337620 | 5206 | EUROTEX MOTORS LLC | 63504 | Repair Work on BMW Unit 1891 | 3443001 \|540200\| | | 2026/9 | 2,488.50 |
| | | | | | | **Total For Check # 337620** | | | **2,488.50** |
| 03/26/2026 | 337626 | 37 | CINTAS CORPORATION | 5300602803 | BLANKET PO FOR ALL DEPARTMENT | 3443009 \|560230\| | | 2026/9 | 28.52 |
| | | | | | | **Total For Check # 337626** | | | **28.52** |

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|---|---|---|---|---|---|---|---|---|---|
| 03/26/2026 | 337627 | 1391 | CLEAN THE UNIFORM CO | 52184336 | Rugs for PSC and Training Center for FY26 | 3443001 \|540330\| | | 2026/9 | 15.30 |
| | | | | 52168845 | Rugs for PSC and Training Center for FY26 | 3443001 \|540330\| | | 2026/9 | 15.30 |
| | | | | | | **Total For Check # 337627** | | | **30.60** |
| 03/26/2026 | 337631 | 882 | COX COMMUNICATIONS | 069285801 03062026 | FY26 ANNUAL AGREEMENT 001 6311 | 3443001 \|550540\| | | 2026/9 | 264.36 |
| | | | | | | **Total For Check # 337631** | | | **264.36** |
| 03/26/2026 | 337639 | 1205 | EMBLEMS INC | 51159 | Restock of Sgt Stripes and SOT Patches | 3443001 \|560100\| | | 2026/9 | 855.00 |
| | | | | | | **Total For Check # 337639** | | | **855.00** |
| 03/26/2026 | 337664 | 5131 | KEVIN BEHE | 15710 030326 | CITY COUNCIL 07/14/25 | 3443001 \|540070\| | | 2026/9 | 2.59 |
| | | | | 15710 030326 | CITY COUNCIL 07/14/25 | 3443009 \|540070\| | | 2026/9 | 0.17 |
| | | | | | | **Total For Check # 337664** | | | **2.76** |
| 03/26/2026 | 337670 | 2355 | LOCKEDINRN | 03162026 | Visiting Nurse 03/16-20/2026 | 3443008 \|530870\| | | 2026/9 | 307.08 |
| | | | | | | **Total For Check # 337670** | | | **307.08** |
| 03/26/2026 | 337671 | 279 | LYNN PEAVEY CO | 425453 | Restock of CSI Supplies | 3443001 \|560550\| | | 2026/9 | 504.20 |
| | | | | | | **Total For Check # 337671** | | | **504.20** |
| 03/26/2026 | 337676 | 25 | NAPA AUTO PARTS | 024177 | 860 | 3443001 \|560200\| | | 2026/9 | 21.88 |
| | | | | 024177 | FT8997 | 3443001 \|560200\| | | 2026/9 | 60.06 |
| | | | | 024177 | FT8998 | 3443001 \|560200\| | | 2026/9 | 61.02 |
| | | | | 024177 | 2413 | 3443001 \|560230\| | | 2026/9 | 6.34 |
| | | | | 024191 | FT881774 | 3443001 \|560200\| | | 2026/9 | 186.60 |
| | | | | 024191 | FT880395 | 3443001 \|560200\| | | 2026/9 | 135.40 |
| | | | | 024406 | F008921 | 3443001 \|560190\| | | 2026/9 | 178.02 |
| | | | | 024420 | MTX94RH7 | 3443001 \|560200\| | | 2026/9 | 226.16 |
| | | | | 24292 | F000702 | 3443001 \|560190\| | | 2026/9 | 148.60 |
| | | | | 24519 | F008921 | 3443001 \|560190\| | | 2026/9 | 178.02 |
| | | | | 24524 | F2GZ1A189A | 3443001 \|560190\| | | 2026/9 | 148.66 |
| | | | | 024571 | G13552 | 3443001 \|560190\| | | 2026/9 | 524.34 |
| | | | | | | **Total For Check # 337676** | | | **1,875.10** |
| 03/26/2026 | 337677 | | | 024153 | 7502 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | | 024153 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | | 024153 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |

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|---|---|---|---|---|---|---|---|
| | | | 024153 | 5W20BULK | 3443001 \|560210\| | 2026/9 | 20.28 |
| | | | 024168 | 12673134 | 3443001 \|560200\| | 2026/9 | 62.79 |
| | | | 024190 | FTC50820 | 3443001 \|560200\| | 2026/9 | 58.00 |
| | | | 024195 | 7502 | 3443001 \|560200\| | 2026/9 | 4.25 |
| | | | 024195 | 20811 | 3443001 \|560210\| | 2026/9 | 24.39 |
| | | | 024195 | 115 | 3443001 \|560210\| | 2026/9 | 15.50 |
| | | | 024195 | 5W20BULK | 3443001 \|560210\| | 2026/9 | 20.28 |
| | | | 024195 | 2413 | 3443001 \|560230\| | 2026/9 | 6.34 |
| | | | 024208 | 7060 | 3443001 \|560200\| | 2026/9 | 4.25 |
| | | | 024208 | 20811 | 3443001 \|560210\| | 2026/9 | 24.39 |
| | | | 024208 | 115 | 3443001 \|560210\| | 2026/9 | 15.50 |
| | | | 024208 | 5W30BULK | 3443001 \|560210\| | 2026/9 | 22.86 |
| | | | 024220 | 115 | 3443001 \|560200\| | 2026/9 | 15.50 |
| | | | 024220 | 7502 | 3443001 \|560200\| | 2026/9 | 4.25 |
| | | | 024220 | 20811 | 3443001 \|560210\| | 2026/9 | 24.39 |
| | | | 024220 | 5W20BULK | 3443001 \|560210\| | 2026/9 | 30.42 |
| | | | 024405 | F012114 | 3443001 \|560190\| | 2026/9 | 136.43 |
| | | | 024408 | 100255 | 3443001 \|560200\| | 2026/9 | 4.25 |
| | | | 024408 | 0W20BULK | 3443001 \|560210\| | 2026/9 | 28.64 |
| | | | 024408 | 20811 | 3443001 \|560210\| | 2026/9 | 24.39 |
| | | | 024408 | 115 | 3443001 \|560210\| | 2026/9 | 15.50 |
| | | | 024409 | 100050 | 3443001 \|560200\| | 2026/9 | 4.55 |
| | | | 024409 | 20811 | 3443001 \|560210\| | 2026/9 | 24.39 |
| | | | 024409 | 115 | 3443001 \|560210\| | 2026/9 | 15.50 |
| | | | 024409 | 5W30BULK | 3443001 \|560210\| | 2026/9 | 22.86 |
| | | | 024421 | 100050 | 3443001 \|560200\| | 2026/9 | 4.55 |
| | | | 024421 | 20811 | 3443001 \|560210\| | 2026/9 | 24.39 |
| | | | 024421 | 115 | 3443001 \|560210\| | 2026/9 | 15.50 |
| | | | 024421 | 5W30BULK | 3443001 \|560210\| | 2026/9 | 22.86 |
| | | | 024365 | 2413 | 3443001 \|560200\| | 2026/9 | 6.34 |
| | | | 024365 | 9080XL | 3443001 \|560200\| | 2026/9 | 15.56 |
| | | | 024365 | 100050 | 3443001 \|560210\| | 2026/9 | 4.55 |
| | | | 024365 | 5W30BULK | 3443001 \|560210\| | 2026/9 | 26.67 |
| | | | 024365 | 20811 | 3443001 \|560210\| | 2026/9 | 24.39 |
| | | | 024365 | 115 | 3443001 \|560210\| | 2026/9 | 15.50 |
| | | | 024366 | 7502 | 3443001 \|560200\| | 2026/9 | 4.25 |
| | | | 024366 | 20811 | 3443001 \|560210\| | 2026/9 | 24.39 |
| | | | 024366 | 115 | 3443001 \|560210\| | 2026/9 | 15.50 |

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|---|---|---|---|---|---|---|---|---|
| | | | 024366 | 5W20BULK | 3443001 \|560210\| | | 2026/9 | 20.28 |
| | | | 024367 | 7502 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | 024367 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 024367 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 024367 | 5W20BULK | 3443001 \|560210\| | | 2026/9 | 20.28 |
| | | | 024373 | 100255 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | 024373 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 024373 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 024373 | 0W20BULK | 3443001 \|560210\| | | 2026/9 | 28.64 |
| | | | 024386 | 100050 | 3443001 \|560200\| | | 2026/9 | 4.55 |
| | | | 024386 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 024386 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 024386 | 5W30BULK | 3443001 \|560210\| | | 2026/9 | 22.86 |
| | | | 024392 | 100050 | 3443001 \|560200\| | | 2026/9 | 4.55 |
| | | | 024392 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 024392 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 024392 | 5W30BULK | 3443001 \|560210\| | | 2026/9 | 22.86 |
| | | | 024393 | 100050 | 3443001 \|560200\| | | 2026/9 | 4.55 |
| | | | 024393 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 024393 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 024393 | 5W30BULK | 3443001 \|560210\| | | 2026/9 | 22.86 |
| | | | 024394 | 100255 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | 024394 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 024394 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 024394 | 0W20BULK | 3443001 \|560210\| | | 2026/9 | 28.64 |
| | | | 24275 | 200910 | 3443001 \|560200\| | | 2026/9 | 7.42 |
| | | | 24275 | 100050 | 3443001 \|560200\| | | 2026/9 | 4.55 |
| | | | 24275 | 230019 | 3443001 \|560200\| | | 2026/9 | 8.60 |
| | | | 24275 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 24275 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 24275 | 5W30BULK | 3443001 \|560210\| | | 2026/9 | 22.86 |
| | | | 24282 | 100010 | 3443001 \|560200\| | | 2026/9 | 4.55 |
| | | | 24282 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 24282 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 24282 | 0W20BULK | 3443001 \|560210\| | | 2026/9 | 21.48 |
| | | | 24291 | 7502 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | 24291 | 4068 | 3443001 \|560200\| | | 2026/9 | 5.32 |
| | | | 24291 | 6935 | 3443001 \|560200\| | | 2026/9 | 9.55 |

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|---|---|---|---|---|---|---|---|---|
| | | | 24291 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 24291 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 24291 | 5W20BULK | 3443001 \|560210\| | | 2026/9 | 20.28 |
| | | | 24483 | 7060 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | 24483 | 9080XL | 3443001 \|560200\| | | 2026/9 | 15.56 |
| | | | 24483 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 24483 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 24483 | 5W20BULK | 3443001 \|560210\| | | 2026/9 | 23.66 |
| | | | 24494 | 100255 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | 24494 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 24494 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 24494 | 0W20BULK | 3443001 \|560210\| | | 2026/9 | 28.64 |
| | | | 24495 | 7060 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | 24495 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 24495 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 24495 | 5W20BULK | 3443001 \|560210\| | | 2026/9 | 23.66 |
| | | | 24501 | F2GZ1A189A | 3443001 \|560200\| | | 2026/9 | 74.33 |
| | | | 24507 | 100255 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | 24507 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 24507 | 0W20BULK | 3443001 \|560210\| | | 2026/9 | 28.64 |
| | | | 24507 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 24521 | 100255 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | 24521 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 24521 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 24521 | 0W20BULK | 3443001 \|560210\| | | 2026/9 | 28.64 |
| | | | 24522 | 100255 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | 24522 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 24522 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 24522 | 0W20BULK | 3443001 \|560210\| | | 2026/9 | 28.64 |
| | | | 24523 | 7060 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | 24523 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 24523 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 24523 | 5W20BULK | 3443001 \|560210\| | | 2026/9 | 23.66 |
| | | | 24536 | 7502 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | 24536 | 4068 | 3443001 \|560200\| | | 2026/9 | 5.32 |
| | | | 24536 | 6935 | 3443001 \|560200\| | | 2026/9 | 9.55 |
| | | | 24536 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 24536 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |

City of Broken Arrow
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| CHECK DATE | CHECK # | VENDOR NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| | | | 24536 | 5W20BULK | 3443001 \|560210\| | | 2026/9 | 20.28 |
| | | | 24546 | 7060 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | 24546 | 4048 | 3443001 \|560200\| | | 2026/9 | 8.88 |
| | | | 24546 | 9746 | 3443001 \|560200\| | | 2026/9 | 19.29 |
| | | | 24546 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 24546 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 24546 | 5W20BULK | 3443001 \|560210\| | | 2026/9 | 23.66 |
| | | | 024569 | 9L3Z1A189A | 3443001 \|560190\| | | 2026/9 | 74.67 |
| | | | 024575 | 7060 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | 024575 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 024575 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 024575 | 5W20BULK | 3443001 \|560210\| | | 2026/9 | 23.66 |
| | | | 024581 | 7060 | 3443001 \|560200\| | | 2026/9 | 4.25 |
| | | | 024581 | 115 | 3443001 \|560210\| | | 2026/9 | 15.50 |
| | | | 024581 | 20811 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 024581 | 5W20BULK | 3443001 \|560210\| | | 2026/9 | 23.66 |
| | | | | | **Total For Check # 337677** | | | **2,509.12** |
| 03/26/2026 | 337678 | | 024045 | 610020 | 3443001 \|560200\| | | 2026/9 | 25.30 |
| | | | 024058 | 84032 | 3443001 \|560210\| | | 2026/9 | 24.39 |
| | | | 024066 | | 3443001 \|560200\| | | 2026/9 | 19.96 |
| | | | 024152 | 7502 | 3443009 \|560200\| | | 2026/9 | 4.25 |
| | | | 024152 | 115 | 3443009 \|560210\| | | 2026/9 | 15.50 |
| | | | 024152 | 5W30BULK | 3443009 \|560210\| | | 2026/9 | 22.86 |
| | | | 024160 | 124315 | 3443001 \|560210\| | | 2026/9 | 14.28 |
| | | | 024423 | MTX48H6 | 3443001 \|560200\| | | 2026/9 | 244.82 |
| | | | 024423 | MTX94RH7 | 3443001 \|560200\| | | 2026/9 | -226.16 |
| | | | 024437 | 1255H11N | 3443001 \|560200\| | | 2026/9 | 17.16 |
| | | | 024437 | 9005N | 3443001 \|560200\| | | 2026/9 | 16.20 |
| | | | 024441 | 876 | 3443001 \|560200\| | | 2026/9 | 33.29 |
| | | | 024360 | 7502 | 3443009 \|560200\| | | 2026/9 | 4.25 |
| | | | 024360 | 9883 | 3443009 \|560200\| | | 2026/9 | 12.73 |
| | | | 024360 | 5W30BULK | 3443009 \|560200\| | | 2026/9 | 22.86 |
| | | | 024360 | 115 | 3443009 \|560200\| | | 2026/9 | 15.50 |
| | | | 24502 | X004E41AF3 | 3443001 \|560200\| | | 2026/9 | 17.72 |
| | | | 24502 | C004X2PXM7 | 3443001 \|560200\| | | 2026/9 | 11.10 |
| | | | 024576 | WBB22 | 3443009 \|560200\| | | 2026/9 | 16.24 |
| | | | 024576 | AHDWMPHDC1 | 3443009 \|560230\| | | 2026/9 | 7.93 |

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| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| | | | | 024577 | 12685371 | 3443001 \|560200\| | | 2026/9 | 44.64 |
| | | | | | | **Total For Check # 337678** | | | **364.82** |
| 03/26/2026 | 337679 | | | 024436 | 3157N | 3443001 \|560200\| | | 2026/9 | 1.22 |
| | | | | 024436 | 194N | 3443001 \|560200\| | | 2026/9 | 0.86 |
| | | | | 024436 | 3157NAN | 3443001 \|560200\| | | 2026/9 | 2.40 |
| | | | | 24302 | RTU1DEX | 3443001 \|560210\| | | 2026/9 | 9.30 |
| | | | | | | **Total For Check # 337679** | | | **13.78** |
| 03/26/2026 | 337698 | 1586 | PETER GERNER | 5742 | 5742 03/05/2026 | 3443001 \|540200\| | | 2026/9 | 484.00 |
| | | | | | | **Total For Check # 337698** | | | **484.00** |
| 03/26/2026 | 337701 | 4045 | STEPHANIE BRADLEY | 273 | Professional Services by Dr. Bradley DVM | 3443009 \|530870\| | | 2026/9 | 560.00 |
| | | | | 274 | Professional Services by Dr. Bradley DVM | 3443009 \|530870\| | | 2026/9 | 235.00 |
| | | | | | | **Total For Check # 337701** | | | **795.00** |
| 03/26/2026 | 337702 | 4985 | STOCK ENTERPRISES, LLC | INV-55389 | 55389 MARCH 6, 2026 | 3443001 \|560200\| | | 2026/9 | 40.43 |
| | | | | | | **Total For Check # 337702** | | | **40.43** |
| 03/26/2026 | 337706 | 4760 | AUTOMOTIVE INDUSTRIES LLC | 71513 | Body Work for Unit 2133 | 3443001 \|540200\| | | 2026/9 | 4,197.14 |
| | | | | | | **Total For Check # 337706** | | | **4,197.14** |
| 03/26/2026 | 337710 | 1089 | TRANE COMPANY | 990435815 | 990435815 MARCH 17, 2026 | 3443009 \|540070\| | | 2026/9 | 1,090.00 |
| | | | | | | **Total For Check # 337710** | | | **1,090.00** |
| 03/26/2026 | 337736 | 4810 | VELOCITY SYSTEMS | 81062 | Armor for SOT Snipers | 3443001 \|570170\| | 2630140 | 2026/9 | 5,844.00 |
| | | | | | | **Total For Check # 337736** | | | **5,844.00** |
| | | | | | | **Total For Fund 344** | | | **186,323.97** |
| | | | | | | **Number of Invoices For Fund 344** | | | **322** |

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| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 03/19/2026 | 337333 | 187 | OKLAHOMA STATE DEPT OF | RENEWALS 2026 | RENEWAL FEES FOR EMT AEMT AND | 3453502 \|530110\| | | 2026/9 | 2,455.00 |
| | | | | | | **Total For Check # 337333** | | | **2,455.00** |
| 03/19/2026 | 337379 | 4935 | AMAZON.COM SALES INC | 1R1J-3G3K-PGDH | ITEM: EXPO Low Odor Dry Erase Markers | 3453501 \|560030\| | | 2026/9 | 118.02 |
| | | | | 16K7-WC6M-TH6K | Printer Toner and Hangars | 3453501 \|560030\| | | 2026/9 | 287.98 |
| | | | | 16K7-WC6M-TH6K | Printer Toner and Hangars | 3453501 \|560230\| | | 2026/9 | 99.98 |
| | | | | | | **Total For Check # 337379** | | | **505.98** |
| 03/19/2026 | 337393 | 18 | BOUND TREE MEDICAL | 86121532 | BLANKET PO FOR EMS SUPPLIES | 3453502 \|560230\| | | 2026/9 | 4,826.53 |
| | | | | | | **Total For Check # 337393** | | | **4,826.53** |
| 03/19/2026 | 337398 | 19 | BROKEN ARROW ELECTRIC | S3466208.001 | BLANKET PO FOR MISC ELECTRICAL | 3453501 \|560180\| | | 2026/9 | 47.81 |
| | | | | | | **Total For Check # 337398** | | | **47.81** |
| 03/19/2026 | 337403 | 29 | CASCO INDUSTRIES INC | 280150 | 280150 02/05/2026 | 3453501 \|560100\| | | 2026/9 | 1,622.00 |
| | | | | | | **Total For Check # 337403** | | | **1,622.00** |
| 03/19/2026 | 337409 | 996 | CITY OF BROKEN ARROW | 193660 | Payroll Run 1 - Warrant 260313 | 345 \|218180\| | | 2026/9 | 125.00 |
| | | | | 193660 | Payroll Run 1 - Warrant 260313 | 345 \|218360\| | | 2026/9 | 2,516.57 |
| | | | | | | **Total For Check # 337409** | | | **2,641.57** |
| 03/19/2026 | 337410 | 1391 | CLEAN THE UNIFORM CO | 52181635 | 52181635 03/04/2026 | 3453501 \|540330\| | | 2026/9 | 24.85 |
| | | | | 52181635 | 52181635 03/04/2026 | 3453501 \|560300\| | | 2026/9 | 153.89 |
| | | | | 52182130 | 52182130 03/06/2026 | 3453501 \|540330\| | | 2026/9 | 31.22 |
| | | | | 52182130 | 52182130 03/06/2026 | 3453501 \|560300\| | | 2026/9 | 124.24 |
| | | | | 52181634 | 52181634 03/04/2026 | 3453501 \|540330\| | | 2026/9 | 2.94 |
| | | | | | | **Total For Check # 337410** | | | **337.14** |
| 03/19/2026 | 337414 | 882 | COX COMMUNICATIONS | 076689001 02242026 | FY26 ANNUAL AGREEMENT 001 6311 | 3453501 \|550540\| | | 2026/9 | 776.84 |
| | | | | | | **Total For Check # 337414** | | | **776.84** |
| 03/19/2026 | 337416 | 46 | CUMMINS SOUTHERN PLAINS | 91-260293153 | UNIT # 2057 JEFF | 3453501 \|540200\| | | 2026/9 | 2,397.65 |
| | | | | | | **Total For Check # 337416** | | | **2,397.65** |
| 03/19/2026 | 337428 | 1231 | AT&T MOBILITY LLC | 19128175X03082026 | 287319128175X03082026 | 3453501 \|550220\| | | 2026/9 | 130.14 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 3453502 \|550220\| | | 2026/9 | 33.01 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 3453501 \|550540\| | | 2026/9 | 2,613.15 |
| | | | | 19128175X03082026 | 287319128175X03082026 | 3453502 \|550540\| | | 2026/9 | 669.88 |

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|---|---|---|---|---|---|---|---|---|---|
| | | | | | | **Total For Check # 337428** | | | **3,446.18** |
| 03/19/2026 | 337429 | | | 19339297X03082026 | 287319339297X03082026 | 3453501 \|550540\| | | 2026/9 | 1,650.22 |
| | | | | 19339297X03082026 | 287319339297X03082026 | 3453501 \|560240\| | | 2026/9 | 283.78 |
| | | | | | | **Total For Check # 337429** | | | **1,934.00** |
| 03/19/2026 | 337433 | 74 | GALLS LLC | 033532430 | MOURNING BANDS | 3453501 \|560100\| | | 2026/9 | 1,383.30 |
| | | | | 033826065 | MOURNING BANDS | 3453501 \|550390\| | | 2026/9 | 7.99 |
| | | | | 033827561 | MOURNING BANDS | 3453501 \|560100\| | | 2026/9 | -1,285.20 |
| | | | | | | **Total For Check # 337433** | | | **106.09** |
| 03/19/2026 | 337439 | 5026 | DALE GRAHAM | 306 | 306 03/11/2026 | 3453501 \|540070\| | | 2026/9 | 567.00 |
| | | | | | | **Total For Check # 337439** | | | **567.00** |
| 03/19/2026 | 337447 | 4978 | HIPOWER SYSTEMS | 2026-040 | BLANKET PO FOR BID# 26.122 | 3453501 \|540280\| | | 2026/9 | 1,542.73 |
| | | | | | | **Total For Check # 337447** | | | **1,542.73** |
| 03/19/2026 | 337449 | 4202 | HOLT TRUCK CENTERS OF | 411511473 | 411511473 12/22/2025 | 3453501 \|540200\| | | 2026/9 | 551.00 |
| | | | | | | **Total For Check # 337449** | | | **551.00** |
| 03/19/2026 | 337455 | 5131 | KEVIN BEHE | 15755 | CITY COUNCIL 07/14/25 | 3453501 \|540070\| | | 2026/9 | 6.05 |
| | | | | 15753 | CITY COUNCIL 07/14/25 | 3453501 \|540070\| | | 2026/9 | 3.72 |
| | | | | 15754 | CITY COUNCIL 07/14/25 | 3453501 \|540070\| | | 2026/9 | 4.65 |
| | | | | 15756 | CITY COUNCIL 07/14/25 | 3453501 \|540070\| | | 2026/9 | 6.04 |
| | | | | 15758 | CITY COUNCIL 07/14/25 | 3453501 \|540070\| | | 2026/9 | 4.65 |
| | | | | 15759 | CITY COUNCIL 07/14/25 | 3453501 \|540070\| | | 2026/9 | 4.65 |
| | | | | 15760 | CITY COUNCIL 07/14/25 | 3453501 \|540070\| | | 2026/9 | 4.65 |
| | | | | 15761 | CITY COUNCIL 07/14/25 | 3453501 \|540070\| | | 2026/9 | 4.65 |
| | | | | 15757 | CITY COUNCIL 07/14/25 | 3453501 \|540070\| | | 2026/9 | 4.65 |
| | | | | 15746 | CITY COUNCIL 07/14/25 | 3453501 \|540070\| | | 2026/9 | 7.44 |
| | | | | 15745 | CITY COUNCIL 07/14/25 | 3453501 \|540070\| | | 2026/9 | 3.72 |
| | | | | | | **Total For Check # 337455** | | | **54.87** |
| 03/19/2026 | 337461 | 1088 | LIFE ASSIST INC | 2073196 | BLANKET PO FOR EMS | 3453502 \|560230\| | | 2026/9 | 117.00 |
| | | | | 2082858 | BLANKET PO FOR EMS | 3453502 \|560230\| | | 2026/9 | 4,963.86 |
| | | | | | | **Total For Check # 337461** | | | **5,080.86** |
| 03/19/2026 | 337464 | 131 | LOCKE SUPPLY COMPANY | 57771226-00 | BLANKET PO FOR PLUMBING & | 3453501 \|560180\| | | 2026/9 | 19.28 |

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|---|---|---|---|---|---|---|---|
| | | | | | **Total For Check # 337464** | | **19.28** |
| 03/19/2026 | 337473 | 888 NAFECO | 1401715 | Drysuit order | 3453501 \|560240\| | 2026/9 | 1,959.31 |
| | | | | | **Total For Check # 337473** | | **1,959.31** |
| 03/19/2026 | 337474 | 25 NAPA AUTO PARTS | 24077 | F248426 | 3453502 \|560190\| | 2026/9 | 844.34 |
| | | | 24086 | PF46235 | 3453501 \|560200\| | 2026/9 | 39.17 |
| | | | 24086 | 600568 | 3453501 \|560200\| | 2026/9 | 23.57 |
| | | | 24086 | 9082 | 3453501 \|560200\| | 2026/9 | 12.77 |
| | | | 24086 | 1748XD | 3453501 \|560200\| | 2026/9 | 33.89 |
| | | | 24086 | 2809 | 3453501 \|560200\| | 2026/9 | 56.41 |
| | | | 24086 | 15W40BULK | 3453501 \|560210\| | 2026/9 | 100.52 |
| | | | 24088 | FS1098 | 3453501 \|560200\| | 2026/9 | 47.96 |
| | | | 24088 | 600564 | 3453501 \|560200\| | 2026/9 | 34.14 |
| | | | 24088 | PF46235 | 3453501 \|560200\| | 2026/9 | -39.17 |
| | | | 24088 | 600568 | 3453501 \|560200\| | 2026/9 | -23.57 |
| | | | 24088 | 9082 | 3453501 \|560200\| | 2026/9 | -12.77 |
| | | | 24088 | 2809 | 3453501 \|560200\| | 2026/9 | -56.41 |
| | | | 24089 | 508391 | 3453501 \|560200\| | 2026/9 | 10.67 |
| | | | 24091 | PA30309 | 3453501 \|560200\| | 2026/9 | 153.08 |
| | | | 24094 | 9902 | 3453502 \|560200\| | 2026/9 | 22.49 |
| | | | 24094 | 7151 | 3453502 \|560200\| | 2026/9 | 15.05 |
| | | | 24094 | 600737 | 3453502 \|560200\| | 2026/9 | 63.17 |
| | | | 24094 | 15W40BULK | 3453502 \|560210\| | 2026/9 | 46.67 |
| | | | 24095 | 9902 | 3453502 \|560200\| | 2026/9 | -22.49 |
| | | | 24095 | 600737 | 3453502 \|560200\| | 2026/9 | -63.17 |
| | | | 24097 | 4921517 | 3453501 \|560200\| | 2026/9 | 106.36 |
| | | | 24319 | 789DEF | 3453501 \|560210\| | 2026/9 | 1,022.12 |
| | | | 24332 | 1372 | 3453501 \|560200\| | 2026/9 | 4.25 |
| | | | 24332 | 3296 | 3453501 \|560200\| | 2026/9 | 7.42 |
| | | | 24332 | 6418 | 3453501 \|560200\| | 2026/9 | 13.61 |
| | | | 24332 | 115 | 3453501 \|560210\| | 2026/9 | 15.50 |
| | | | 24332 | 5W20BULK | 3453501 \|560210\| | 2026/9 | 20.28 |
| | | | 24333 | WINDSMARTBLACOUT | 3453502 \|560200\| | 2026/9 | 1,279.86 |
| | | | 24333 | | 3453502 \|560200\| | 2026/9 | 35.05 |
| | | | 24341 | 31MHD | 3453501 \|560200\| | 2026/9 | 512.24 |
| | | | 24342 | 789DEF | 3453502 \|560210\| | 2026/9 | 22.22 |
| | | | 24343 | 427309 | 3453501 \|560200\| | 2026/9 | 102.72 |

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|---|---|---|---|---|---|---|---|---|---|
| | | | | 24343 | 2022705 | 3453501 \|560200\| | | 2026/9 | 94.46 |
| | | | | 24343 | 2697782 | 3453501 \|560200\| | | 2026/9 | 678.22 |
| | | | | 24343 | | 3453501 \|560200\| | | 2026/9 | 25.69 |
| | | | | 24347 | | 3453501 \|560200\| | | 2026/9 | 21.05 |
| | | | | 24353 | 100255 | 3453501 \|560200\| | | 2026/9 | 4.25 |
| | | | | 24353 | 0W20BULK | 3453501 \|560210\| | | 2026/9 | 28.64 |
| | | | | 24355 | 52123702AC | 3453503 \|560200\| | | 2026/9 | 486.67 |
| | | | | 24355 | 52123702AC | 3453503 \|560200\| | | 2026/9 | 50.00 |
| | | | | 24355 | 68146594AB | 3453503 \|560200\| | | 2026/9 | 131.28 |
| | | | | 024462 | 773780 | 3453501 \|560210\| | | 2026/9 | 23.13 |
| | | | | | | **Total For Check # 337474** | | | **5,971.34** |
| 03/19/2026 | 337477 | 4349 | OKIE PACKAGING & | 320797BO | BLANKET ORDER FOR BLANKET PO | 3453501 \|560300\| | | 2026/9 | 386.68 |
| | | | | 320797BO1 | BLANKET ORDER FOR BLANKET PO | 3453501 \|560300\| | | 2026/9 | 125.40 |
| | | | | | | **Total For Check # 337477** | | | **512.08** |
| 03/19/2026 | 337489 | 5535 | RAGTOP FIRE HELMETS & | 13326 | Ragtop structure glove | 3453501 \|560110\| | | 2026/9 | 2,296.87 |
| | | | | | | **Total For Check # 337489** | | | **2,296.87** |
| 03/19/2026 | 337504 | 4381 | HOWMEDICA OSTEONICS | 9211409476 | BLANKET EMS SUPPLIES | 3453502 \|560230\| | | 2026/9 | 9,987.64 |
| | | | | | | **Total For Check # 337504** | | | **9,987.64** |
| 03/19/2026 | 337520 | 949 | TULSA WINNELSON COMPANY | 685240 01 | BLANKET PO MISC. PLUMBING | 3453501 \|560180\| | | 2026/9 | 133.86 |
| | | | | | | **Total For Check # 337520** | | | **133.86** |
| 03/19/2026 | 337531 | 4810 | VELOCITY SYSTEMS | 81234 | VS-SLECC-3-BK-L SCARAB LE Carrier | 3453504 \|560110\| | | 2026/9 | 2,368.00 |
| | | | | | | **Total For Check # 337531** | | | **2,368.00** |
| 03/26/2026 | 337540 | 3979 | BEAU STRINGER | EMP 11042025 | REIMBURSEMENT FOR OKLAHOME | 3453501 \|530110\| | | 2026/9 | 1,200.00 |
| | | | | | | **Total For Check # 337540** | | | **1,200.00** |
| 03/26/2026 | 337605 | 9 | A & N TRAILER PARTS INC | 00399292 | BLANKET PO FOR TRAILER PARTS | 3453503 \|560230\| | | 2026/9 | 70.80 |
| | | | | | | **Total For Check # 337605** | | | **70.80** |
| 03/26/2026 | 337610 | 4935 | AMAZON.COM SALES INC | 1PY1-WLNJ-H1P4 | ITEM: PULIVIA Sports Stopwatch Timer | 3453503 \|560230\| | | 2026/9 | 110.16 |
| | | | | 17NC-9D4K-N6LG | ITEM: Tess Safety Pole – Smoke Detector | 3453504 \|560230\| | | 2026/9 | 19.80 |
| | | | | 1PL7-WQQK-7P3K | EXIT SIGNS-FOR KIN BOOTH | 3453501 \|560180\| | | 2026/9 | 79.98 |
| | | | | | | **Total For Check # 337610** | | | **209.94** |

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|---|---|---|---|---|---|---|---|---|---|
| 03/26/2026 | 337611 | 5180 | AMERICAN MEDICAL GAS | 4405 | BLANKET PO FOR EMS OXYGEN AND | 3453502 \|560230\| | | 2026/9 | 16.00 |
| | | | | 4401 | BLANKET PO FOR EMS OXYGEN AND | 3453502 \|560230\| | | 2026/9 | 382.00 |
| | | | | | | **Total For Check # 337611** | | | **398.00** |
| 03/26/2026 | 337623 | 29 | CASCO INDUSTRIES INC | 278711 | HELMET FRONT SHIELDS | 3453501 \|560110\| | | 2026/9 | 143.00 |
| | | | | | | **Total For Check # 337623** | | | **143.00** |
| 03/26/2026 | 337624 | 1242 | CONSOLIDATED FLEET | 2026AH0029 | 2 ;ADDER REPAIRS | 3453501 \|540290\| | | 2026/9 | 147.50 |
| | | | | | | **Total For Check # 337624** | | | **147.50** |
| 03/26/2026 | 337627 | 1391 | CLEAN THE UNIFORM CO | 52183227 | 52183227 MARCH 13, 2026 | 3453501 \|540330\| | | 2026/9 | 38.38 |
| | | | | 52183227 | 52183227 MARCH 13, 2026 | 3453501 \|560300\| | | 2026/9 | 191.74 |
| | | | | 52182746 | 52182746 MARCH 11, 2026 | 3453501 \|540330\| | | 2026/9 | 42.01 |
| | | | | 52182746 | 52182746 MARCH 11, 2026 | 3453501 \|560300\| | | 2026/9 | 131.74 |
| | | | | 52182745 | 52182745 MARCH 11, 2026 | 3453501 \|540330\| | | 2026/9 | 30.78 |
| | | | | 52182745 | 52182745 MARCH 11, 2026 | 3453501 \|560300\| | | 2026/9 | 161.00 |
| | | | | 52183228 | 52183228 MARCH 13, 2026 | 3453501 \|540330\| | | 2026/9 | 38.72 |
| | | | | 52183228 | 52183228 MARCH 13, 2026 | 3453501 \|560300\| | | 2026/9 | 112.00 |
| | | | | 52183223 | 52183223 MARCH 13, 2026 | 3453501 \|540330\| | | 2026/9 | 27.35 |
| | | | | 52183223 | 52183223 MARCH 13, 2026 | 3453501 \|560300\| | | 2026/9 | 10.00 |
| | | | | | | **Total For Check # 337627** | | | **783.72** |
| 03/26/2026 | 337645 | 1912 | FIRST RESPONDER SUPPORT | 1624 | 1624 MARCH 15, 2026 | 3453501 \|530870\| | | 2026/9 | 5,820.00 |
| | | | | | | **Total For Check # 337645** | | | **5,820.00** |
| 03/26/2026 | 337654 | 5026 | DALE GRAHAM | 309 | 309 MARCH 19, 2026 | 3453501 \|540070\| | | 2026/9 | 247.00 |
| | | | | 307 | 307 MARCH 20, 2026 | 3453501 \|540070\| | | 2026/9 | 116.00 |
| | | | | | | **Total For Check # 337654** | | | **363.00** |
| 03/26/2026 | 337664 | 5131 | KEVIN BEHE | 15710 030326 | CITY COUNCIL 07/14/25 | 3453501 \|540070\| | | 2026/9 | 3.26 |
| | | | | | | **Total For Check # 337664** | | | **3.26** |
| 03/26/2026 | 337667 | 1088 | LIFE ASSIST INC | 2088075 | BLANKET PO FOR EMS | 3453502 \|560230\| | | 2026/9 | 964.00 |
| | | | | | | **Total For Check # 337667** | | | **964.00** |
| 03/26/2026 | 337676 | 25 | NAPA AUTO PARTS | 024064 | 1209478 | 3453501 \|560200\| | | 2026/9 | 364.22 |
| | | | | 024064 | | 3453501 \|560200\| | | 2026/9 | 24.87 |

City of Broken Arrow
Check Register by Fund

| CHECK DATE | CHECK # | VENDOR NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| | | | 024163 | LC3Z6A785C | 3453502 \|560200\| | | 2026/9 | 158.08 |
| | | | 024206 | 2871960 | 3453501 \|560200\| | | 2026/9 | 196.59 |
| | | | 024430 | HUDR1R0061 | 3453501 \|560200\| | | 2026/9 | 2,390.00 |
| | | | 024430 | | 3453501 \|560200\| | | 2026/9 | 37.83 |
| | | | 024446 | 260P23184 | 3453502 \|560200\| | | 2026/9 | 248.47 |
| | | | 024446 | | 3453502 \|560200\| | | 2026/9 | 16.00 |
| | | | 024363 | F248426 | 3453502 \|560190\| | | 2026/9 | 1,641.36 |
| | | | 24482 | FF63041NN | 3453501 \|560200\| | | 2026/9 | 49.93 |
| | | | 24482 | 1748XD | 3453501 \|560200\| | | 2026/9 | 33.74 |
| | | | 24482 | PA30309 | 3453501 \|560200\| | | 2026/9 | 153.08 |
| | | | 24482 | 15W40BULK | 3453501 \|560210\| | | 2026/9 | 93.34 |
| | | | 24540 | W0206220 | 3453501 \|560200\| | | 2026/9 | 182.33 |
| | | | 024579 | 88150020 | 3453501 \|560200\| | | 2026/9 | 668.46 |
| | | | 024579 | | 3453501 \|560200\| | | 2026/9 | 48.64 |
| | | | 024582 | FT882457 | 3453501 \|560200\| | | 2026/9 | 122.18 |
| | | | 024582 | 882458CR | 3453501 \|560200\| | | 2026/9 | 141.00 |
| | | | 024582 | FT9418 | 3453501 \|560200\| | | 2026/9 | 64.30 |
| | | | 024582 | FT9419 | 3453501 \|560200\| | | 2026/9 | 60.56 |
| | | | | | **Total For Check # 337676** | | | **6,694.98** |
| 03/26/2026 | 337677 | | 024067 | FS1098 | 3453501 \|560200\| | | 2026/9 | 47.96 |
| | | | 024067 | 600564 | 3453501 \|560200\| | | 2026/9 | 34.14 |
| | | | 024174 | ARIENSHYDRO | 3453501 \|560210\| | | 2026/9 | 65.99 |
| | | | 024179 | 100255 | 3453501 \|560200\| | | 2026/9 | 4.25 |
| | | | 024179 | 200942 | 3453501 \|560200\| | | 2026/9 | 15.75 |
| | | | 024179 | 5W30BULK | 3453501 \|560210\| | | 2026/9 | 30.48 |
| | | | 024179 | 115 | 3453501 \|560210\| | | 2026/9 | 15.50 |
| | | | 024189 | 7151 | 3453502 \|560200\| | | 2026/9 | 15.05 |
| | | | 024189 | 230266 | 3453502 \|560200\| | | 2026/9 | 10.91 |
| | | | 024189 | 200905 | 3453502 \|560200\| | | 2026/9 | 20.38 |
| | | | 024189 | 15W40BULK | 3453502 \|560210\| | | 2026/9 | 46.67 |
| | | | 024189 | 2413 | 3453502 \|560230\| | | 2026/9 | 6.34 |
| | | | 024229 | 7151 | 3453502 \|560200\| | | 2026/9 | 15.05 |
| | | | 024229 | 15W40BULK | 3453502 \|560210\| | | 2026/9 | 46.67 |
| | | | 024407 | 1372 | 3453501 \|560200\| | | 2026/9 | 4.25 |
| | | | 024407 | 115 | 3453501 \|560210\| | | 2026/9 | 15.50 |
| | | | 024407 | 122319 | 3453501 \|560210\| | | 2026/9 | 57.12 |
| | | | 024389 | 7151 | 3453502 \|560200\| | | 2026/9 | 15.05 |

City of Broken Arrow
Check Register by Fund

| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| | | | | 024389 | 230266 | 3453502 \|560200\| | | 2026/9 | 10.91 |
| | | | | 024389 | 200905 | 3453502 \|560200\| | | 2026/9 | 20.38 |
| | | | | 024389 | 15W40BULK | 3453502 \|560210\| | | 2026/9 | 53.85 |
| | | | | 24306 | 10873 | 3453501 \|560210\| | | 2026/9 | 59.36 |
| | | | | 24487 | 601072 | 3453501 \|560200\| | | 2026/9 | 83.75 |
| | | | | | | **Total For Check # 337677** | | | **695.31** |
| 03/26/2026 | 337678 | | | 024053 | EBGEL | 3453501 \|560210\| | | 2026/9 | 13.98 |
| | | | | 024060 | 773780 | 3453501 \|560210\| | | 2026/9 | 46.26 |
| | | | | 024158 | 300458 | 3453502 \|560200\| | | 2026/9 | 49.89 |
| | | | | 024171 | 60211B | 3453502 \|560200\| | | 2026/9 | 21.48 |
| | | | | 024171 | 800002250 | 3453502 \|560230\| | | 2026/9 | 6.94 |
| | | | | 024183 | 3936 | 3453501 \|560200\| | | 2026/9 | 17.75 |
| | | | | 024207 | 100255 | 3453501 \|560200\| | | 2026/9 | 4.25 |
| | | | | 024207 | 115 | 3453501 \|560210\| | | 2026/9 | 15.50 |
| | | | | 024207 | 0W20BULK | 3453501 \|560210\| | | 2026/9 | 28.64 |
| | | | | 024228 | 300458 | 3453502 \|560200\| | | 2026/9 | 49.89 |
| | | | | 024447 | 521904 | 3453501 \|560200\| | | 2026/9 | 39.44 |
| | | | | 024448 | 2413 | 3453501 \|560230\| | | 2026/9 | 12.68 |
| | | | | 024387 | 9080XXL | 3453501 \|560230\| | | 2026/9 | 15.56 |
| | | | | 24527 | 9080XL | 3453501 \|560230\| | | 2026/9 | 15.56 |
| | | | | 024585 | 48222881 | 3453502 \|560200\| | | 2026/9 | 34.08 |
| | | | | | | **Total For Check # 337678** | | | **371.90** |
| 03/26/2026 | 337679 | | | 024192 | W1226 | 3453501 \|560230\| | | 2026/9 | 9.58 |
| | | | | 024424 | 75200 | 3453501 \|560210\| | | 2026/9 | 4.58 |
| | | | | 024377 | 2413 | 3453501 \|560230\| | | 2026/9 | 6.34 |
| | | | | 24485 | 2413 | 3453501 \|560230\| | | 2026/9 | 9.51 |
| | | | | 24489 | 7051509 | 3453501 \|560200\| | | 2026/9 | 5.93 |
| | | | | 24499 | SW050 | 3453501 \|560230\| | | 2026/9 | 3.32 |
| | | | | 24500 | 615 | 3453501 \|560210\| | | 2026/9 | 4.59 |
| | | | | 024578 | 2413 | 3453501 \|560230\| | | 2026/9 | 9.51 |
| | | | | | | **Total For Check # 337679** | | | **53.36** |
| 03/26/2026 | 337681 | 4349 | OKIE PACKAGING & | 320987BO | BLANKET ORDER FOR BLANKET PO | 3453502 \|560230\| | | 2026/9 | 153.06 |
| | | | | | | **Total For Check # 337681** | | | **153.06** |
| 03/26/2026 | 337684 | 5421 | OUTDOOR HOME SERVICES | 220580744 | LAWN TREATMENT SERVICES FOR FIRE | 3453501 \|540280\| | | 2026/9 | 627.55 |

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| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | **Total For Check # 337684** | | | **627.55** |
| 03/26/2026 | 337688 | 4508 | C A ASSETS LLC | 28904 | STATION 7 REATTACH SIDE SEALS A | 3453501 \|540070\| | | 2026/9 | 240.00 |
| | | | | | | **Total For Check # 337688** | | | **240.00** |
| 03/26/2026 | 337690 | 201 | ROYAL PRINTING | 67488 | 67488 MARCH 16, 2026 | 3453501 \|550360\| | | 2026/9 | 179.40 |
| | | | | | | **Total For Check # 337690** | | | **179.40** |
| 03/26/2026 | 337693 | 1229 | SAINT FRANCIS HOSPITAL | 02282026 | MONTHLY PHYSICALS- FEB 2026 | 3453501 \|530020\| | | 2026/9 | 7,606.70 |
| | | | | | | **Total For Check # 337693** | | | **7,606.70** |
| 03/26/2026 | 337695 | 335 | SERVICE OKLAHOMA | L1553652792 | L1553652792 MARCH 19, 2026 | 3453502 \|560230\| | | 2026/9 | 51.00 |
| | | | | | | **Total For Check # 337695** | | | **51.00** |
| 03/26/2026 | 337703 | 2712 | STONEY CREEK CONFERENCE | 131497 | 131497 MARCH 11, 2026 | 3453501 \|530870\| | | 2026/9 | 3,630.00 |
| | | | | | | **Total For Check # 337703** | | | **3,630.00** |
| 03/26/2026 | 337707 | 1342 | TELEFLEX LLC | 9511332077 | BLANKET PO EMS SUPPLIES | 3453502 \|560230\| | | 2026/9 | 6,290.00 |
| | | | | | | **Total For Check # 337707** | | | **6,290.00** |
| 03/26/2026 | 337738 | 897 | WASTE MANAGEMENT QUARRY | 2433646-1006-9 | 2433646-1006-9 FEB 1-28, 2026 22-38445- | 3453503 \|540330\| | | 2026/9 | 845.79 |
| | | | | | | **Total For Check # 337738** | | | **845.79** |
| 03/26/2026 | 337739 | 1095 | WINDSTREAM HOLDINGS II LLC | 101198944 03232026 | FY26 ANNUAL AGREEMENT | 3453501 \|550220\| | | 2026/9 | 69.75 |
| | | | | 101198949 03232026 | FY26 ANNUAL AGREEMENT | 3453501 \|550220\| | | 2026/9 | 70.37 |
| | | | | 101198864 03232026 | FY26 ANNUAL AGREEMENT | 3453501 \|550220\| | | 2026/9 | 71.47 |
| | | | | | | **Total For Check # 337739** | | | **211.59** |
| 03/26/2026 | 337741 | 1830 | ZOLL MEDICAL CORP GPO | 4449394 | Power Supplies for Zoll Ventilator's | 3453502 \|560310\| | | 2026/9 | 459.00 |
| | | | | | | **Total For Check # 337741** | | | **459.00** |
| | | | | | | **Total For Fund 345** | | | **90,354.49** |
| | | | | | | **Number of Invoices For Fund 345** | | | **195** |

**City of Broken Arrow**
**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 03/19/2026 | 337413 | 4976 COMPUTER PROJECTS OF | 26-03-68ME | 26-03-68ME | 3461800 \|540550\| | | 2026/9 | 990.00 |
| | | | | | **Total For Check # 337413** | | | **990.00** |
| | | | | | **Total For Fund 346** | | | **990.00** |
| | | | | | **Number of Invoices For Fund 346** | | | **1** |

**City of Broken Arrow**
**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 03/19/2026 | 337512 | 1266 | TIGER WINDOW TINTING | INV-1481 | INV-1481 03/10/2026 | 3491700 \|570020\| | 2630410 | 2026/9 | 124.20 |
| | | | | | | **Total For Check # 337512** | | | **124.20** |
| | | | | | | **Total For Fund 349** | | | **124.20** |
| | | | | | | **Number of Invoices For Fund 349** | | | **1** |

**City of Broken Arrow**
**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 03/19/2026 | 337470 | 5348 MONTE R. LEE AND COMPANY | 0226150 | Radio Tower PN 191793 | 5921700 \|570180\| | 191713 | 2026/9 | 257.50 |
| | | | | | **Total For Check # 337470** | | | **257.50** |
| 03/19/2026 | 337496 | 1263 SELSER SCHAEFER | 2511971 | Public Safety Complex II 191711 | 5921700 \|570160\| | 191711 | 2026/9 | 1,332.85 |
| | | | | | **Total For Check # 337496** | | | **1,332.85** |
| | | | | | **Total For Fund 592** | | | **1,590.35** |
| | | | | | **Number of Invoices For Fund 592** | | | **2** |

**City of Broken Arrow**
**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 03/19/2026 | 337363 | 5665 | ROSE GRAHAM PROPERTIES | ST23280 | ST23280 PARCEL 5.A TEMP EASEMENT | 5935300 \|570080\| | ST23280 | 2026/9 | 2,000.00 |
| | | | | | | **Total For Check # 337363** | | | **2,000.00** |
| 03/19/2026 | 337389 | 372 | BECCO CONTRACTORS INC | PA 1 ST2029 | Project 2029 - Houston Widening | 5935300 \|570150\| | ST2029 | 2026/9 | 320,151.52 |
| | | | | PA 18 ST2028 | ST2028 - Houston - Garnett to Olive | 5935300 \|570150\| | ST2028 | 2026/9 | 551,210.57 |
| | | | | | | **Total For Check # 337389** | | | **871,362.09** |
| 03/19/2026 | 337390 | 4392 | BETTY JO CAGLE | 20250802 | 20250802 ST21390 PARCELS 9 & 17 | 5935300 \|570080\| | ST21390 | 2026/9 | 5,600.00 |
| | | | | 20260301 | 20260301 03/06/2026 | 5935300 \|570160\| | ST26020 | 2026/9 | 2,500.00 |
| | | | | | | **Total For Check # 337390** | | | **8,100.00** |
| 03/19/2026 | 337404 | 1253 | CEC CORPORATION | 202602004 | Tucson Street | 5935300 \|570160\| | ST25300 | 2026/9 | 63,614.65 |
| | | | | | | **Total For Check # 337404** | | | **63,614.65** |
| 03/19/2026 | 337406 | 1436 | CHEROKEE PRIDE CONST. INC. | PA 1 SW25080 | Bristol Ponds Stormwater Improvements | 5935305 \|570150\| | SW25080 | 2026/9 | 198,865.00 |
| | | | | | | **Total For Check # 337406** | | | **198,865.00** |
| 03/19/2026 | 337415 | 5314 | CROSS TIMBERS CONSULTING, | COBA-002.04 | This is to replace PO 22502756 | 5935305 \|570160\| | SW25080 | 2026/9 | 4,800.00 |
| | | | | COBA-004.05 | Steeple Chase | 5935305 \|570160\| | SW25030 | 2026/9 | 4,800.00 |
| | | | | | | **Total For Check # 337415** | | | **9,600.00** |
| 03/19/2026 | 337431 | 3689 | FREESE AND NICHOLS INC | 0001397747 | ST1926 Houston Widening 9th to Old HWY | 5935300 \|570160\| | ST1926 | 2026/9 | 4,419.50 |
| | | | | 0001399136 | ST1926 Houston Widening 9th to Old HWY | 5935300 \|570160\| | ST1926 | 2026/9 | 4,243.18 |
| | | | | | | **Total For Check # 337431** | | | **8,662.68** |
| 03/19/2026 | 337436 | 5010 | GOBER CONSTRUCTION LLC | PA 1 SW26010 | Old Town Houston SW Improvements | 5935305 \|570150\| | SW26010 | 2026/9 | 9,659.32 |
| | | | | | | **Total For Check # 337436** | | | **9,659.32** |
| 03/19/2026 | 337438 | 3214 | GRADE LINE CONSTRUCTION | PA 3 ST22100 | Wedgewood Residential - Project ST22100 | 5935300 \|570150\| | ST22100 | 2026/9 | 77,577.83 |
| | | | | | | **Total For Check # 337438** | | | **77,577.83** |
| 03/19/2026 | 337466 | 3480 | MARQUARDT ENGINEERING | PA 1 ST24300 | Elm & Tucson Improvements ST24300 | 5935300 \|570160\| | ST24300 | 2026/9 | 20,525.00 |
| | | | | | | **Total For Check # 337466** | | | **20,525.00** |
| 03/19/2026 | 337472 | 3669 | MYERS-CHERRY | PA 4 2317210 | Operations Ctr Admin Building | 5931700 \|570150\| | 2317210 | 2026/9 | 47,633.11 |
| | | | | | | **Total For Check # 337472** | | | **47,633.11** |
| 03/19/2026 | 337481 | 1321 | PARAGON CONTRACTORS, LLC | PA 13 ST2031 | Jasper & Aspen Intersection Improvements | 5935300 \|570150\| | ST2031 | 2026/9 | 60,019.27 |

**City of Broken Arrow**
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| CHECK DATE | CHECK # | VENDOR | NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | **Total For Check # 337481** | | | **60,019.27** |
| 03/19/2026 | 337483 | 320 | POE AND ASSOCIATES | 15854 | 110033 | 5935300 \|570150\| | ST2028 | 2026/9 | 430.00 |
| | | | | | | **Total For Check # 337483** | | | **430.00** |
| 03/19/2026 | 337516 | 1329 | TRI STAR CONSTRUCTION LLC | PA 1 ST1926A | Houston Street Improvements | 5935300 \|570150\| | ST1926 | 2026/9 | 137,496.69 |
| | | | | | | **Total For Check # 337516** | | | **137,496.69** |
| 03/19/2026 | 337519 | 304 | TULSA ENGINEERING & | PA 4 SW22070 | SW22070 Covington Creek Permitting | 5935305 \|570160\| | SW22070 | 2026/9 | 4,980.00 |
| | | | | | | **Total For Check # 337519** | | | **4,980.00** |
| 03/19/2026 | 337530 | 1633 | VALBRIDGE PROPERTY | OK01-26-2618-000 | OK01-26-2618-000 03/11/2026 | 5935300 \|570160\| | ST21130 | 2026/9 | 3,400.00 |
| | | | | | | **Total For Check # 337530** | | | **3,400.00** |
| 03/26/2026 | 337638 | 2148 | ELLSWORTH CONSTRUCTION | 1003 | Asphalt -Linear Trail project-Zack Smith | 5936000 \|570150\| | 2660380 | 2026/9 | 30,077.52 |
| | | | | | | **Total For Check # 337638** | | | **30,077.52** |
| 03/26/2026 | 337675 | 5145 | MOW-TOWN OUTDOORS, LLC | FINAL 2360450 | Gardens at Central Park - Project 2360450 | 5936000 \|570150\| | 2360450 | 2026/9 | 11,577.57 |
| | | | | | | **Total For Check # 337675** | | | **11,577.57** |
| | | | | | | **Total For Fund 593** | | | **1,565,580.73** |
| | | | | | | **Number of Invoices For Fund 593** | | | **22** |

**City of Broken Arrow**
**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 03/19/2026 | 337525 | 2517 TWO OAKS INVESTMENT | 5835 | 5835 MARCH 3, 2026 | 6601700 \|530870\| | | 2026/9 | 6,666.67 |
| | | | | | **Total For Check # 337525** | | | **6,666.67** |
| 03/19/2026 | 337538 | 2518 WORKER'S COMPENSATION | MARCH 12, 2026 | MARCH 12, 2026 PAYMENT SUMMARY | 6601700 \|530080\| | | 2026/9 | 140.00 |
| | | | MARCH 12, 2026 | MARCH 12, 2026 PAYMENT SUMMARY | 6601700 \|530870\| | | 2026/9 | 8.00 |
| | | | MARCH 12, 2026 | MARCH 12, 2026 PAYMENT SUMMARY | 6601700 \|530880\| | | 2026/9 | 7,864.46 |
| | | | MARCH 12, 2026 | MARCH 12, 2026 PAYMENT SUMMARY | 6601700 \|550900\| | | 2026/9 | 3,804.23 |
| | | | | | **Total For Check # 337538** | | | **11,816.69** |
| 03/26/2026 | 337740 | | MARCH 19, 2026 | MARCH 19, 2026 PAYMENT SUMMARY | 6601700 \|530870\| | | 2026/9 | 107.28 |
| | | | MARCH 19, 2026 | MARCH 19, 2026 PAYMENT SUMMARY | 6601700 \|530880\| | | 2026/9 | 5,382.67 |
| | | | MARCH 19, 2026 | MARCH 19, 2026 PAYMENT SUMMARY | 6601700 \|550900\| | | 2026/9 | 11,442.06 |
| | | | MARCH 20, 2026 | MARCH 20, 2026 | 6601700 \|550900\| | | 2026/9 | 573.89 |
| | | | | | **Total For Check # 337740** | | | **17,505.90** |
| | | | | | **Total For Fund 660** | | | **35,989.26** |
| | | | | | **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 |
|---|---|---|---|---|---|---|---|---|
| 03/17/2026 | 202777 | 5636 HEALTH CARE SERVICE | 223226888675 | HEALTHCARE-CLAIMS/ADMIN FEES FEB | 6611700 \|530870\| | | 2026/9 | 17,640.58 |
| | | | 223226888675 | HEALTHCARE-CLAIMS/ADMIN FEES FEB | 6611700 \|530890\| | | 2026/9 | 289,464.02 |
| | | | | | **Total For Check # 202777** | | | **307,104.60** |
| 03/19/2026 | 337382 | 4904 AMERITAS LIFE INSURANCE | FEBRUARY 2026 | DENTAL-010-3002115 FEB 2026 | 6611700 \|530890\| | | 2026/9 | 3,187.08 |
| | | | | | **Total For Check # 337382** | | | **3,187.08** |
| 03/19/2026 | 337532 | 3769 VIRTA MEDICAL PC | INV00158827 | INV00158827 FEB 2026 | 6611700 \|530870\| | | 2026/9 | 3,824.00 |
| | | | | | **Total For Check # 337532** | | | **3,824.00** |
| 03/26/2026 | 337742 | 5652 HCC LIFE INSURANCE | FEB 2026 | STOP LOSS MEDICAL FEB 2026 | 6611700 \|530890\| | | 2026/9 | 76,669.97 |
| | | | | | **Total For Check # 337742** | | | **76,669.97** |
| | | | | | **Total For Fund 661** | | | **390,785.65** |
| | | | | | **Number of Invoices For Fund 661** | | | **5** |

**City of Broken Arrow**
**Check Register by Fund**

| CHECK DATE | CHECK # | VENDOR NAME | INVOICE | DESCRIPTION | G/L NUMBER | PROJECT | YEAR/PERIOD | AMOUNT |
|---|---|---|---|---|---|---|---|---|
| 03/19/2026 | 337344 | 999907 OTP - COURT REFUNDS | 0000889 | | 882 \|201020\| | | 2026/9 | 200.00 |
| | | | | | **Total For Check # 337344** | | | **200.00** |
| 03/26/2026 | 337571 | | 0001045 | | 882 \|201020\| | | 2026/9 | 470.00 |
| | | | | | **Total For Check # 337571** | | | **470.00** |
| 03/26/2026 | 337578 | | 0000892 | | 882 \|201020\| | | 2026/9 | 334.00 |
| | | | | | **Total For Check # 337578** | | | **334.00** |
| 03/26/2026 | 337583 | | 0001048 | | 882 \|201020\| | | 2026/9 | 170.00 |
| | | | | | **Total For Check # 337583** | | | **170.00** |
| 03/26/2026 | 337586 | | 0000951 | | 882 \|201020\| | | 2026/9 | 100.00 |
| | | | | | **Total For Check # 337586** | | | **100.00** |
| | | | | | **Total For Fund 882** | | | **1,274.00** |
| | | | | | **Number of Invoices For Fund 882** | | | **5** |

# City of Broken Arrow

## Request for Action

**File #:** 26-200, **Version:** 1

**Broken Arrow City Council**
**Meeting of: 04/07/2026**

**Title:**
Presentation of a Proclamation by Mayor Debra Wimpee declaring April 8, 2026, as "Ernest Childers Day" in Broken Arrow, Oklahoma

**Background:**
The Mayor of the Great City of Broken Arrow, Oklahoma, hereby proclaims April 8, 2026, as "Ernest Childers Day".

WHEREAS, on April 8, 1944, in Naples, Italy, Broken Arrow native, Second Lieutenant Ernest Childers was awarded the Congressional Medal of Honor; and

WHEREAS, Second Lieutenant Ernest Childers was the first Native American to receive the Congressional Medal of Honor in World War II; and

WHEREAS, for his heroic actions on September 22, 1943, near Oliveto, Italy, despite suffering from a fractured foot, Second Lieutenant Childers led eight enlisted men up a hill into enemy fire, neutralized the attack, and did not lose a brother-in-arms; and

WHEREAS, the City of Broken Arrow desires to honor Second Lieutenant Ernest Childers for his exemplary courage, leadership, and devotion to duty, and to encourage all residents to remember and recognize the sacrifices of our Medal of Honor recipients.

NOW, THEREFORE, I, Debra Wimpee, Mayor of the City of Broken Arrow, Oklahoma, do hereby proclaim April 8 as ERNEST CHILDERS DAY in the City of Broken Arrow, and I call upon all residents, organizations, and visitors to join in commemorating the legacy of Second Lieutenant Ernest Childers and in expressing our enduring gratitude to all who have served and sacrificed in defense of our Nation.

**Cost:** None

**Funding Source:** N/A

**Requested By:** Mayor Debra Wimpee

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

**Attachments:** Proclamation of Ernest Childers Day in Broken Arrow

**Recommendation:**
Present proclamation.

BROKEN ARROW

*Where opportunity lives*

# *PROCLAMATION*

**WHEREAS,** on April 8, 1944, in Naples, Italy, Broken Arrow native, Second Lieutenant Ernest Childers was awarded the Congressional Medal of Honor; and

**WHEREAS,** Second Lieutenant Ernest Childers was the first Native American to receive the Congressional Medal of Honor in World War II; and

**WHEREAS,** for his heroic actions on September 22, 1943, near Oliveto, Italy, despite suffering from a fractured foot, Second Lieutenant Childers led eight enlisted men up a hill into enemy fire, neutralized the attack, and did not lose a brother-in-arms; and

**WHEREAS,** the City of Broken Arrow desires to honor Second Lieutenant Ernest Childers for his exemplary courage, leadership, and devotion to duty, and to encourage all residents to remember and recognize the sacrifices of our Medal of Honor recipients;

**NOW THEREFORE**, I, Debra Wimpee, Mayor of Broken Arrow, Oklahoma do hereby proclaim April 8 as

## *ERNEST CHILDERS DAY*

in the City of Broken Arrow, and I call upon all residents, organizations, and visitors to join in commemorating the legacy of Second Lieutenant Ernest Childers and in expressing our enduring gratitude to all who have served and sacrificed in defense of our Nation.

_____

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

# City of Broken Arrow

## Request for Action

**File #:** 26-445, **Version:** 1

**Broken Arrow City Council**
**Meeting of: 04/07/2026**

**Title:**
Presentation of a Proclamation by Mayor Debra Wimpee declaring the month of April 2026, as “Safe Digging Month” in Broken Arrow, Oklahoma

**Background:**
WHEREAS, underground utilities such as natural gas, electric, water, sewer, telecommunications, and fiber infrastructure are essential to the health, safety, and economic vitality of the State of Oklahoma; and

WHEREAS, damage to underground facilities during excavation activities poses serious risks to public safety, property, and the environment, and can result in service disruptions, injuries, and significant financial loss; and

WHEREAS, Oklahoma law requires anyone planning excavation to notify OKIE811 before digging so underground utilities can be properly marked, helping to prevent accidents and protect workers, homeowners, and communities; and

WHEREAS, Safe Digging practices support Oklahoma’s infrastructure resilience, protect first responders and utility workers, and promote responsible development across both urban and rural areas; and

WHEREAS, public awareness and education regarding the importance of calling 811 before digging plays a vital role in reducing utility damages and keeping Oklahomans safe;

NOW, THEREFORE, I, Debra Wimpee, Mayor of the City of Broken Arrow, Oklahoma, do hereby proclaim April 2026 as Safe Digging Month in Oklahoma, and encourage all residents, contractors, businesses, municipalities, and utility professionals to commit to safe excavation practices by calling 811 before every dig, waiting for utility markings, and respecting those markings during excavation activities.

**Cost:** None

**Funding Source:** N/A

**Requested By:** Mayor Debra Wimpee

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

**Attachments:** Proclamation of Safe Digging in Broken Arrow

**Recommendation:**
Present the Proclamation declaring the month of April 2026, as “Safe Digging Month” in Broken Arrow, Oklahoma

BROKEN ARROW

*Where opportunity lives*

# *PROCLAMATION*

## *City of Broken Arrow, Oklahoma*

***WHEREAS**, underground utilities such as natural gas, electric, water, sewer, telecommunications, and fiber infrastructure are essential to the health, safety, and economic vitality of the State of Oklahoma; and*

***WHEREAS**, damage to underground facilities during excavation activities poses serious risks to public safety, property, and the environment, and can result in service disruptions, injuries, and significant financial loss; and*

***WHEREAS**, Oklahoma law requires anyone planning excavation to notify OKIE811 before digging so underground utilities can be properly marked, helping to prevent accidents and protect workers, homeowners, and communities; and*

***WHEREAS**, Safe Digging practices support Oklahoma's infrastructure resilience, protect first responders and utility workers, and promote responsible development across both urban and rural areas; and*

***WHEREAS**, public awareness and education regarding the importance of calling 811 before digging plays a vital role in reducing utility damages and keeping Oklahomans safe;*

***NOW, THEREFORE**, I, Debra Wimpee, Mayor of the City of Broken Arrow, Oklahoma, do hereby proclaim April 2026 as*

## *Safe Digging Month*

*in Oklahoma, and encourage all residents, contractors, businesses, municipalities, and utility professionals to commit to safe excavation practices by calling 811 before every dig, waiting for utility markings, and respecting those markings during excavation activities.*

_____

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

# City of Broken Arrow

## Request for Action

**File #:** 26-483, **Version:** 1

**Broken Arrow City Council**
**Meeting of: 04-07-2026**

**Title:**
Recognition of Broken Arrow Citizens, City Council, Employees, and Community Partners for Collaborative Efforts Regarding the 2026 General Obligation Bond Package

**Background:**
The purpose of this item is to formally recognize the individuals and groups who contributed to the development of the bond package and to the public education efforts supporting it.

**Cost:** No Cost

**Funding Source:** No Source

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

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

**Attachments:** NONE

**Recommendation:**
No action required

# City of Broken Arrow

## Request for Action

**File #:** 26-439, **Version:** 1

Broken Arrow City Council
04-07-2026

**Title:**

Consideration, discussion, and possible approval of BAZ-002651-2026 (Rezoning), The Pines IV, approximately 119.05 acres, A-1 (Agricultural) to RS (Single Family Residential), located one-quarter mile south of Omaha Street (51st Street), west of 37th Street (209th E. Avenue)

**Background:**

BAZ-002651-2026 was initially a request to rezone approximately 119.05 acres from A-1 (Agricultural) to RS-P (Single Family Residential - Preservation) for The Pines IV, a proposed single family residential development. This property is located one-quarter mile south of Omaha Street (51st Street), west of 37th Street (209th E. Avenue).

The proposed development will have access both from 37th Street to the east and indirectly from Omaha Street to the north through existing previous phases of the development. This property is Comprehensive Plan Level 2, which supports a rezoning to RS or RS-P.

During the meeting held March 12, 2026, the applicant indicated that the proposed development would match the sizes of the existing development phases to the north, which were zoned RS-3 under the previous Zoning Ordinance. He requested RS-P zoning for the 25% green space requirement but did not plan to develop lots as small as what RS -P would allow. Planning Commission recommended the requested zoning designation be reduced in intensity from RS-P to RS, and the applicant stated the reduced zoning intensity would be acceptable.

Planning Commission recommended approval (5-0) of BAZ-002651-2026 with the less intense RS zoning. During the public comment period four citizens signed up to speak and asked questions about the layout and development of the site.

**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 Map
Comprehensive Plan

**Recommendation:**

Approve BAZ-002651-2026 as modified by Planning Commission.

# City of Broken Arrow

## Request for Action

**File #:** 26-400, **Version:** 1

**Broken Arrow Planning Commission**
**03-12-2026**

| | |
|---|---|
| **To:** | **Chairman and Commission Members** |
| **From:** | **Development Services Department** |
| **Title:** | |
| | Public hearing, consideration, and possible action regarding BAZ-002651-2026, The Pines IV, 119.05 acres, AG to RS-P, one-quarter mile south of Omaha Street 51st Street), west of 37th Street (209th E. Avenue) |
| **Background:** | |
| **Applicant:** | Alan Betchan, AAB Engineering, LLC |
| **Owner:** | New Bedford Park, LLC |
| **Developer:** | New Bedford Park, LLC |
| **Engineer:** | AAB Engineering, LLC |
| **Location:** | one-quarter mile south of Omaha Street (51st Street), west of 37th Street (209th E. Avenue) |
| **Size of Tract** | 119.05 acres |
| **Number of Lots:** | 1 |
| **Present Zoning:** | AG |
| **Proposed Zoning:** | RS-P |
| **Comp Plan:** | Level 2 (Urban Residential) & Greenway/Floodplain |

BAZ-002651-2026 is a request to change the zoning designation on 119.05 acres from AG (Agricultural) to RS-P (Single-Family Residential - Preservation). The unplatted property is located one-quarter mile south of Omaha Street (51st Street), west of 37th Street (209th E. Avenue). Applicant is proposing to develop single-family detached residential dwelling units on the property, which would be the fourth phase of the Pines at the Preserve development to the north.

According to the FEMA maps, some 100-year floodplain is present in the central part of the property. Access to this development would be available directly from 37th Street and indirectly from Omaha Street via the existing development to the north.

Surrounding land uses and zoning classifications include the following:

| | | |
|---|---|---|
| North | RS-P | The Pines at The Preserve addition |
| East | PUD-310 & RS-P | The Cedars at the Preserve |
| South | AG | Large lot residential |
| West | AG and RMH | Vanguard Academy and Johanna Woods |

The Future Development Guide of the Comprehensive Plan shows the site to be designated as a Level 2. The RS-P zoning being requested is considered to be in accordance with the Comprehensive Plan in Level 2.

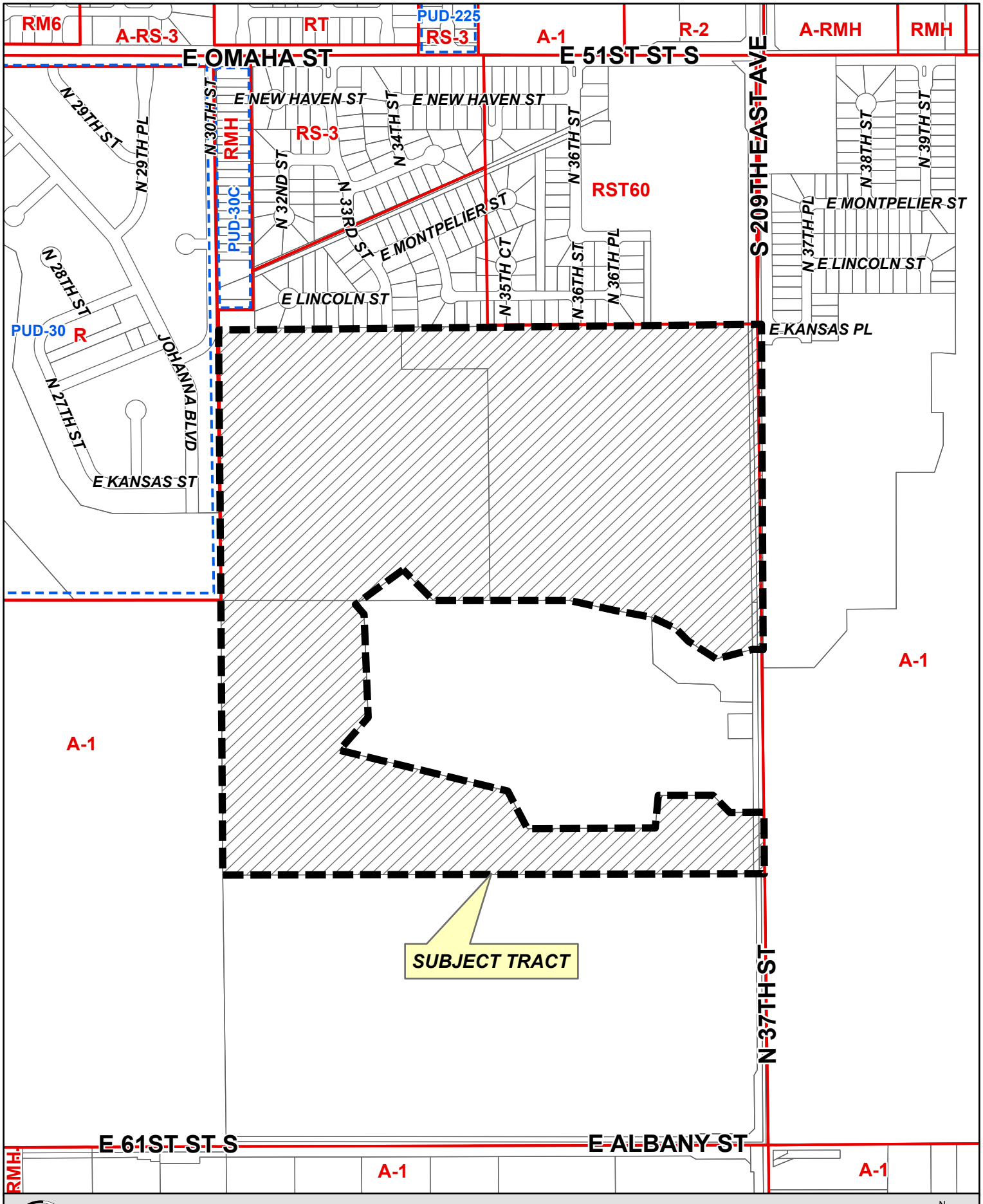
**Attachments:** Case Map
Aerial Map
Comprehensive Plan

**Recommendation:**
Based on the Comprehensive Plan, the location of the property, and the surrounding land uses, Staff recommends that BAZ-002651-2026 be approved.

**Reviewed by: Jane Wyrick**

**Approved by: Rocky Henkel**

MEH


RM6
A-RS-3
RT
PUD-225
RS-3
A-1
R-2
A-RMH
RMH
E OMAHA ST
E 51ST ST S
S 209TH EAST AVE
N 29TH ST
N 29TH PL
N 30TH ST
E NEW HAVEN ST
E NEW HAVEN ST
N 34TH ST
N 36TH ST
N 38TH ST
N 39TH ST
RMH
RS-3
RST60
PUD-30C
N 32ND ST
N 33RD ST
E MONTPELIER ST
E MONTPELIER ST
N 37TH PL
E LINCOLN ST
N 28TH ST
PUD-30
R
E LINCOLN ST
N 35TH CT
N 36TH ST
N 36TH PL
E KANSAS PL
JOHANNA BLVD
N 27TH ST
E KANSAS ST
A-1
A-1
SUBJECT TRACT
N 37TH ST
E 61ST ST S
E ALBANY ST
RMH
A-1
A-1
300' Radius
Subject Tract
BAZ-002651-2026
0 150 300 600
Feet
31 19-15
N




*Note: Graphic overlays may not precisely align with physical features on the ground.*
*Aerial Photo Date: 2025*

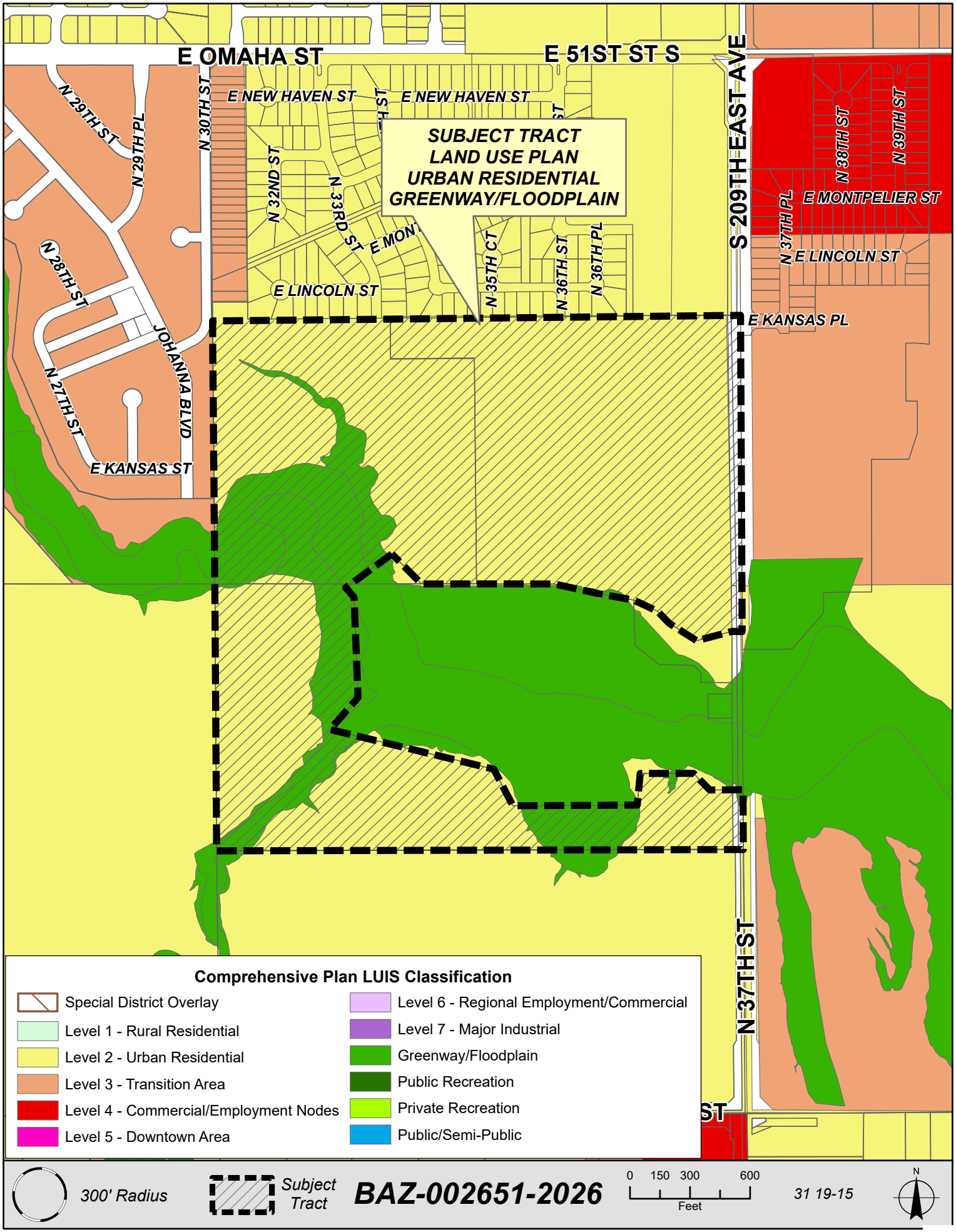
Subject Tract

**BAZ-002651-2026**

0 150 300 600
Feet

31 19-15

N


E OMAHA ST
E 51ST ST S
S 209TH EAST AVE
N 30TH ST
E NEW HAVEN ST
E NEW HAVEN ST
N 29TH ST
N 29TH PL
N 32ND ST
N 33RD ST
SUBJECT TRACT
LAND USE PLAN
URBAN RESIDENTIAL
GREENWAY/FLOODPLAIN
N 38TH ST
N 39TH ST
E MONTPELIER ST
N 37TH PL
N E LINCOLN ST
N 28TH ST
E LINCOLN ST
N 35TH CT
N 36TH ST
N 36TH PL
E KANSAS PL
JOHANNA BLVD
N 27TH ST
E KANSAS ST
N 37TH ST
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-002651-2026
0 150 300 600
Feet
31 19-15
N

# City of Broken Arrow

## Request for Action

**File #:** 26-447, **Version:** 1

**Broken Arrow City Council**
**Meeting of: 04-07-2026**

**Title:**

Consideration, discussion and possible adoption of Ordinance No. 3905 Amending Chapter 7, an ordinance amending Chapter 7, Article XVII of the Code of Ordinances relating to short-term rentals; providing new and revised definitions; establishing and strengthening operating standards; requiring interior posting, noise monitoring, and security cameras; establishing occupancy and parking limits; requiring advertising disclosures and hosting-platform cooperation; capping licenses per owner in residential districts; providing enforcement, notice, appeals, and penalties; adopting an appendix checklist; providing for codification; repealer; severability; and declaring an effective date

**Background:**

The City has received complaints regarding reports of recurring "house-party" conditions at some Short-Term Rentals for such offenses as public intoxication, minors and alcohol, public marijuana use, fights in yards, parking blockages, and late-night spillover into properties adjoining the Short-Term Rentals. This amendment gives the Police Department and Code Enforcement clear, objective, non-arrest dependent triggers (Verified Police Observations) and sets time/place/manner limits that directly target late-night outdoor congregation and overflow.

On March 3, 2026 City Council conducted a work session on the proposed ordinance amending the regulation of Short-Term rentals and provided feedback and directive on the draft ordinance. The following changes were made to the ordinance based upon Council's feedback, including:

1. Adding formal definitions of Type 1, Type 2, and Type 3 Short Term Rentals;

2. Removing the training-completion discounts in §7-467;

3. Removing the $1M commercial general liability insurance requirement (§7-468(n));
4. Adding clarifying language in §7-468.1(h) that hosting platforms may remit applicable taxes and fees on the licensee's behalf;
5. Removing §7-468(i)(requirement that advertisements/listings display the City license number;
6. Removing the mandate in §7-468.2(a) that the specific license number be displayed on the listing itself to avoid disclosing the specific address of the STR, but retain the requirement that a license is needed to list on the platform;
7. Changing the §7-472 agent-change registration from 10 business days to 30 calendar days;
8. Adjusting the effective-date/transition language (§7-478) so that existing permitted STR licensees have 180 instead of 90 days to come into full compliance with the new requirements.

9. Clarfiying the City's possible enforcement actions including classifying violations as a Class B misdemeanor punishable by a fine of not more than $1,000 and/or by imprisonment for not more than ten days, civil remedies and penalties under the Zoning Ordinance and civil enforcement action through Oklahoma District Court, including seeking injunctive relief.

This matter was previewed again on March 24, 2026 and Council directed staff to amend the ordinance to include (1) a safe harbor provision so that in determination or proceedings to deny, suspend or revoke a short-term rental license the Director may disregard such incident under certain circumstances and (2) an owner who can show that the STR has not been the subject of a Enumerated Nuisance or Serious Incident within the previous twelve (12) months will have their renewal fee reduced by twenty percent (20%) of the fee identified in the City's Manual of Fees.

**Cost:** $0

**Funding Source:** Source

**Requested By:** Police Chief Lance Arnold, Broken Arrow Police Department

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

**Attachments:** Ordinance No. 3905

**Recommendation:**

Adopt Ordinance No. 3905 and approve the emergency clause

**ORDINANCE NO. 3905**

**AN ORDINANCE AMENDING CHAPTER 7, ARTICLE XVII OF THE CODE OF ORDINANCES OF THE CITY OF BROKEN ARROW, OKLAHOMA, RELATING TO SHORT-TERM RENTALS; PROVIDING NEW AND REVISED DEFINITIONS; ESTABLISHING AND STRENGTHENING OPERATING STANDARDS; REQUIRING INTERIOR POSTING, , NOISE MONITORING, AND SECURITY CAMERAS; ESTABLISHING OCCUPANCY AND PARKING LIMITS; REQUIRING ADVERTISING DISCLOSURES AND HOSTING-PLATFORM COOPERATION; CAPPING LICENSES PER OWNER IN RESIDENTIAL DISTRICTS; PROVIDING ENFORCEMENT, NOTICE, APPEALS, AND PENALTIES; ADOPTING AN APPENDIX CHECKLIST; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND DECLARING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:**

**SECTION I. AMENDMENT.**

**Chapter 7, Article XVII of the Code of Ordinances, entitled "Short-Term Rental," is hereby amended and restated to read as follows:**

**ARTICLE XVII. SHORT-TERM RENTAL**

**Sec. 7-465. Severability.**

It is declared to be the intention of the city council that the sections, paragraphs, sentences, clauses and phrases of this chapter are severable, and if any phrase, clause, sentence, paragraph or section of this chapter shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this chapter.

**Sec. 7-466. Definitions.**

For the purpose of this article, unless otherwise expressly stated, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Agent means any person who, in connection with the activities of a short-term rental, manages the operations, including, but not limited to, the collection of rental charges, issuing of keys, direction of maintenance personnel, assigning of rooms to guests, and handling guest affairs and overseeing security.

Beneficial Ownership means direct or indirect ownership or control of twenty-five percent (25%) or more of the equity or voting interests of a legal entity, or the ability to appoint a majority of governing persons.

Calls for service includes, but is not limited to, any and all calls to emergency services, (police and fire only) that result in a representative being dispatched or directed to the short-term rental. This shall include any calls for service within the surrounding neighborhood that, through information or investigation, can be traced to the short-term rental registered guest(s) and/or visitor(s). "Calls for service" shall not include any self-initiated activity and/or investigation based on the observation(s) of an emergency services representative.

Drug-related arrests include, but are not limited to, those that involve the manufacture, cultivation, importation into the state, transportation, possession, possession for sale, sale, furnishing, administering, or giving away, or providing a place to use or fortification of a place involving, any controlled drug, narcotic or drug paraphernalia.

Enumerated Nuisance Behavior means any of the following occurring at, in front of, or immediately adjacent to the licensed premises: (1) public intoxication; (2) unlawful possession or consumption of alcohol by a minor; (3) smoking or consuming marijuana or marijuana products in any public place in violation of law; (4) contributing to the delinquency of a minor; (5) disturbing the peace or disorderly conduct (including loud, threatening, or tumultuous behavior); (6) fighting in public; (7) parking violations that obstruct sidewalks, driveways, hydrants, or fire lanes, or parking on unpaved yards contrary to Code.

Guest shall mean any person that occupies a guestroom.

Guestroom shall mean a sleeping room in a short-term rental designed and intended to be used as lodging as documented by the community development director, or designee.

Hosting Platform means a person or entity that, for compensation, advertises, lists, or facilitates a booking transaction for a short-term rental via a website, application, or other system.

Local Responsible Agent (“LRA”) means a natural person designated by the licensee who is reachable by telephone twenty-four (24) hours per day, seven (7) days per week, and able to be on-site at the short-term rental within one (1) hour of City request.

Owner shall mean any person, firm, association, partnership, or corporation, which is the record owner of real property as listed on the last equalized assessment roll as maintained by the Tulsa or Wagoner County assessor. It shall also mean any part owner, joint owner, or lessor of the whole or part of the land or buildings situated thereon. An owner may or may not be an agent.

Person shall mean any natural person, firm, partnership, corporation, receiver, trustee, estate trust, business trust, organization, or association.

Prostitution-related arrests include, but are not limited to, those that involve prostitution, pandering, or prostitution-related crimes, in violation of 21 O.S. § 1029 or 21 O.S. § 1081.

Serious Incident means any of the following at, in front of, or immediately adjacent to the licensed premises: (1) felony arrest; (2) violent misdemeanor; (3) discharge of a firearm; (4) a fire-code condition posing imminent hazard; (5) any occurrence involving two or more distinct Enumerated

Nuisance Behaviors within the same incident window as documented by a Verified Police Observation.
Short-term rental 1, short-term rental 2, and short-term rental 3 are defined as set out in Chapter 9, Section 9-1-3 – Use specific definitions, City of Broken Arrow Zoning Ordinance.

Sleeping Area means a habitable room customarily used for sleeping, including a bedroom meeting Building Code egress standards; excludes kitchens, halls, bathrooms, closets, and garages.

Short-term rental means any building or group of buildings or facility as defined by the zoning ordinance.

Short-term rental operation means the occupancy of any guestroom or use of any short-term rental facility regardless of compensation or remuneration.

Verified Complaint means a complaint investigated by the City and determined to constitute a violation of this Code, a permit condition, or state law.

Verified Police Observation means a written report by a responding peace officer, supported by body-worn camera, photographs, decibel readings, or other contemporaneous documentation, establishing that an Enumerated Nuisance Behavior occurred at, in front of, or immediately adjacent to the licensed premises, whether or not an arrest is made, or a citation is issued.

**Sec. 7-467. License to operate—Application deadline and fee.**

The annual license to operate shall be applied for to the community development director, or designee, on a yearly basis by the owner and/or agent of each short-term rental. The deadline for submitting the application shall be one calendar year from the date of license issue, or, if this date falls on a Saturday or Sunday, on the next business day of the City of Broken Arrow. The application shall be submitted with a processing fee, as identified in the City's Manual of Fees. The license shall be issued or denied within 30 days. The first operating license will be required prior to the use of any property as a short-term rental, and on a yearly basis thereafter. The City Council may set initial and renewal license fees and replacement certificate fees, by resolution in the Manual of Fees. An owner who can show that the STR has not been the subject of a Enumerated Nuisance or Serious Incident within the previous twelve (12) months will have their renewal fee reduced by twenty percent (20%) of the fee identified in the City’s Manual of Fees. The City Manager may promulgate forms to administer this Article.

**Sec. 7-468. License to operate—Application required—Contents.**

All persons applying to the community development director, or designee, for a license to operate a short-term rental shall file an application with a non-refundable processing fee in the amount specified by the Manual of Fees therefor on forms provided by the city and containing information as follows:

(a) The address of the unit(s) to be used as a short-term rental;

(b) The number of guestrooms;

(c) The number and location of on-site parking spaces allotted to the premises (can include garage);

(d) The name, address, telephone number and email address of the short-term rental owner and agent;

(1) The agent shall be a 24-hour contact for the short-term rental, and must be available to be on site within one hour. The listed agent shall be the Local Responsible Agent (LRA) as defined in §7-466;

(2) If the agent is applying on behalf of the owner, an owner's authorization form shall be completed and submitted with the application;

(3) A screening plan outlining how potential guests are approved in addition to the short-term rental owner or agent's acknowledgement that any short-term rental within a 500-foot radius of schools (public, private, and all related facilities), day cares, playgrounds, or parks, must conduct additional screening of all potential renters, and not allow rental to individuals on the sex offender registry (57 O.S. §§ 581—590.2).

(e) Evidence of mailed notice to each abutting property and those directly across any abutting public street(s) of the applicant's intent to secure or renew a short-term rental license. Initial applications shall use certified mail, return-receipt requested. Renewals may use first-class mail. Where an email address for the record owner is reasonably available, email notice shall also be sent. The notice shall include the LRA's 24/7 phone number, the City complaint hotline/online form, and the property address.

(f) The short-term rental owner's consent to an annual inspection by a city code enforcement officer, or designee that the facility meets the property maintenance codes as adopted by the city;

(g) The short-term rental owner's acknowledgement that no licensee shall transfer the right to operate to any other person or entity by lease, agreement, contract or any other agreement; and no short-term rental license shall have any legal effect at any location other than those for which it is issued;

(h) The short-term rental owner or agent's confirmation that he or she will use his or her best efforts to assure that use of the premises by short-term rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties;

(i) The short-term rental owner or agent's signed acknowledgement that he or she has reviewed and understands the applicable requirements of the Code of Ordinances, including the zoning ordinance;

(j) Written rules to be posted in the short-term rental unit(s), which shall include:

(1) Acknowledgement that it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in the city's noise ordinance;

(2) Acknowledgement of the maximum occupancy of a short-term rental unit based on the type as defined by the zoning ordinance and the amount and location of on-site parking.

(k) Any other information that the Code of Ordinances requires the short-term rental owner or agent to provide to the city as part of an application for a short-term rental license. Any material misrepresentation in the application for the license to operate a short-term rental or a failure to provide the required information shall be grounds for denial.

(l) Floor plan identifying Sleeping Areas and non-sleeping rooms.

(m) Parking plan diagramming off-street spaces.

(n) Interior posting acknowledgment that the operator will post, near the primary entrance, the license certificate and number, LRA 24/7 contact, maximum occupancy, parking diagram, trash/recycling day(s), emergency egress map, and "no events/amplified sound/quiet hours" rules, and a list of prohibited conduct to include no public intoxication; no alcohol possession/consumption by minors; no public smoking/consumption of marijuana; no disturbing the peace; no fighting; obey parking diagram; no more than six (6) persons outdoors on the premises between 10:00 p.m. and 7:00 a.m.; and no more than ten (10) non-occupant invitees on site at any time.

**Sec. 7-468.1 — Operating standards**

(a) The LRA shall answer calls from the City at all times and shall be on-site within one (1) hour when requested.

(b) Events and amplified sound prohibited. Events, parties, commercial gatherings, and the use of amplified sound equipment or musical instruments audible outdoors are prohibited. Quiet hours apply City-wide from 10:00 p.m. to 7:00 a.m.

(c) Each STR shall maintain an interior, non-recording noise-monitoring device capable of sending alerts to the operator when thresholds are exceeded, and a conspicuously placed, outward-facing security camera monitoring exterior entries. Audio recording is prohibited. Devices shall not be located in bathrooms or Sleeping Areas. Alert/event logs shall be retained for one hundred-eighty (180) days and provided to the City upon request.

(d) Maximum overnight occupancy is two (2) persons per Sleeping Area, not to exceed twelve (12) persons per dwelling unit. Prior to each arrival, the operator shall identify in writing rooms designated as non-sleeping.

(e) At least one (1) off-street space per Sleeping Area plus one (1) additional space for the owner/host, unless otherwise provided in Appendix A for mixed-use/commercial districts shall be provided. Vehicles shall not obstruct sidewalks/driveways or park on unpaved yards contrary to Code.

(f) STRs shall comply with the STR Safety Checklist (Appendix to this Article), including smoke/CO alarms, fire extinguishers, egress, and address visibility.

(g) The licensee shall complete the City's annual STR Self-Inspection Checklist, retain records/photos for three (3) years, and produce them upon request. Failure to complete or produce the checklist is a violation.

(h) Licensees or Hosting Platforms on Licensees behalf shall collect and remit all applicable state taxes and City fees.

(i) Between 10:00 p.m. and 7:00 a.m., no more than six (6) persons may congregate outdoors on the premises (including front/side/back yards, porches, driveways, and patios). Guests shall relocate indoors or disperse upon request of the Local Responsible Agent (LRA) or the City.

(j) At any time, the number of persons on site who are not overnight occupants may not exceed ten (10). A gathering in excess of this limit is deemed an event and is prohibited by §7-468.1(b).

(k) The licensee shall ensure that no public intoxication, no unlawful possession or consumption of alcohol by minors, no public smoking or consumption of marijuana, and no contributing to the delinquency of minors occurs on the premises. House rules and the interior posting shall expressly state these prohibitions.

(l) Upon notice from the City or PD of Enumerated Nuisance Behavior, the LRA shall be on site within one (1) hour and shall cause the nuisance to cease, including directing non-occupant invitees to disperse, moving persons indoors during quiet hours, and verifying parking compliance. Failure to abate is a violation.

(m) The total number of vehicles associated with the STR shall not exceed the off-street spaces shown on the approved parking plan. Vehicles shall not block sidewalks, driveways, hydrants, or fire lanes, and shall not park on unpaved yards. The interior posting shall include a parking diagram reminding guests of these limits.

(n) The person who books and occupies as the responsible party shall be at least twenty-one (21) years of age and present during the rental period.

**Sec. 7-468.2 — Hosting platforms**

(a) A hosting platform shall provide a conspicuous notice to users listing STRs in the City that a City STR license is required.

(b) Hosting platforms shall provide a dedicated field for the City license number in any listing for an STR located in the City.

(c) Upon written notice from the City that a listing lacks a valid license number or pertains to a suspended or revoked STR, a hosting platform shall remove or disable the listing within three (3) business days.

(d) A hosting platform that complies with (a)–(c) shall not be deemed in violation for user content posted without a valid license number.

**Sec. 7-468.3 — License cap per owner (residential districts)**

(a) No natural person shall hold, directly or through Beneficial Ownership, more than four (4) active STR licenses City-wide in residential zoning districts.

(b) Applicants with entity ownership shall disclose all natural persons with Beneficial Ownership; licenses held by an entity are attributed to each such person for cap purposes.

(c) The cap does not apply in mixed-use or commercial districts if expressly authorized by SUP or PUD conditions.

**Sec. 7-469. License to operate—Grounds for denial.**

The license to operate may be denied for any of the following reasons:

(a) The applicant has an outstanding debt to the city.

(b) The short-term rental property has an unabated notice of violation, in excess of 30 days, that cites violations of the city Code of Ordinances.

(c) Such other relevant facts as the community development director, or designee, may discover or deem advisable or necessary in the course of the review of the application, such as:

(1) Drug-related arrests;

(2) Prostitution-related arrests;

(3) Calls for service.

(d) Noncompliance with federal, state, and city Code of Ordinances. This shall include any and all unresolved documented violations of the city's adopted International Building Code,

International Fire Code, International Mechanical Code, International Fuel Gas Code, and National Electric Code, including all State of Oklahoma amendments.

**Sec. 7-470. License to operate—Denial—Appeal hearing.**

Whenever the city denies a license to operate for a short-term rental, as provided in this chapter, the owner of said short-term rental shall have a right to a hearing to appeal the denial in accordance with section 7-475.

**Sec. 7-471. License to operate—Non-transferability.**

Each license to operate issued pursuant to this chapter shall be separate and distinct from all others and shall not be transferable from the person, firm or corporation to whom issued to any other person, firm or corporation. Whenever an owner sells or transfers title of a short-term rental, then the license to operate shall expire. A license automatically terminates upon transfer of title to the dwelling unit or a change in controlling Beneficial Ownership of the licensee.

**Sec. 7-472. License to operate—Report of changes to the application.**

When a change of agent occurs at an existing short-term rental, the new agent shall register as the 24/7 contact within 30 calendar days.

**Sec. 7-473. License to operate—Revocation.**

The annual license to operate shall be subject to revocation by the community development director, or designee, upon good cause shown that the operation of the short-term rental is such that it is or has negatively impacted the health, safety and/or welfare of its guests or the residents or businesses of the neighboring community by any of the following:

(a) Noncompliance with federal, state, and city Code of Ordinances. This shall include any and all continued and documented violations of the city's adopted International Building Code, International Fire Code, International Mechanical Code, International Fuel Gas Code, and National Electric Code, including all State of Oklahoma amendments;

(b) Drug-related arrests;

(c) Prostitution-related arrests;

(d) Calls for service;

(e) Any other conditions, problems, issues, concerns or facts that are deemed relevant. In processing a revocation, the community development director, or designee, shall prepare a report that details the circumstances that have led to the revocation. It may include any or all of the following that are applicable:

(1) Frequency or occurrence of violation(s), arrest(s), or call(s) for service;

(2) Seriousness of the violation(s), arrest(s), or call(s) for service in relation to its threat or impact upon public health, safety or welfare;

(3) History of the violation(s), arrest(s), or call(s) for service;

(4) Good faith efforts taken by the responsible party to correct, reduce and/or alleviate violation(s), arrest(s), or call(s) for service;

(5) Any activity, action or effort taken by the responsible party to obstruct or interfere with correction of the problem;

(6) The impact of the violation(s), arrest(s), or call(s) for service on the surrounding property and community.

Notwithstanding any other provision of this section, the City may suspend or revoke a short-term rental license upon documented nuisance activity as follows: (i) suspension for thirty (30) days upon two (2) Verified Police Observations of Enumerated Nuisance Behavior within any twelve (12) month period; (ii) suspension for ninety (90) days upon three (3) such Verified Police Observations within any twelve (12) month period; (iii) suspension for one hundred-eighty (180) days upon four (4) or more such Verified Police Observations within any twelve (12) month period; and (iv) revocation upon three (3) or more Verified Complaints within any twelve (12) month period or upon any Serious Incident. Immediate suspension may issue upon any Serious Incident. Whether or not an arrest is made, or a citation is issued shall not be determinative if the conduct is established by a Verified Police Observation. Any suspension or revocation shall be preceded by written notice stating the grounds and the right to a hearing under §§7-474 and 7-475. A person whose license is revoked is ineligible to reapply for twelve (12) months.

**Sec. 7-473.1. Automatic suspension and revocation.**

(a) Suspension ladder. The City may suspend a license for: (i) thirty (30) days upon two (2) Verified Complaints within twelve (12) months; (ii) ninety (90) days upon three (3) Verified Complaints within twelve (12) months; and (iii) one hundred-eighty (180) days for four (4) or more Verified Complaints within twelve (12) months.

(b) Revocation. The City shall revoke a license upon three (3) or more Verified Complaints within any twelve (12) month period or upon any Serious Incident. A person whose license is revoked is ineligible to reapply for twelve (12) months.

(c) Immediate suspension. The City may immediately suspend a license upon a Serious Incident, or failure of the LRA to respond as required by §7-468.1(a).

(d) Due process. A suspension or revocation shall be preceded by written notice stating the grounds and the right to a hearing under §§7-474 and 7-475.

(e) Safe Harbor Provision. In determination or proceeding to deny, suspend or revoke a short-term rental license based upon an Enumerated Nuisance Behavior or Serious Incident, in order to encourage voluntary and prompt reporting of criminal conduct, the Director may disregard such incident if the following criteria is met:

(1) an owner, operator, or manager of the STR reported such incident immediately to law enforcement and/or code enforcement agents responsible for investigating such incident;

(2) the reporting person and STR owner were fully cooperative in the investigation of such incident by law enforcement and code enforcement; and

(3) the reporting person was not criminally responsible for the conduct reported and was not reckless in the rental of the STR.

**Sec. 7-474. Notice of hearing.**

Upon good cause shown in the revocation report issued by the community development director, or designee, the city manager, or designee, shall issue a notice of hearing for revocation of license to operate. Such hearing shall be held by the city manager. Notice of hearing of revocation of a license shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid to the owner at his or her last known address at least five days prior to the date set for the hearing.

**Sec. 7-475. Appeals.**

Any person aggrieved in regard to the denial or revocation of a license shall have the right to appeal to the Broken Arrow City Council. Such appeal shall be taken by filing a notice of appeal with the city clerk's office within 14 days after notice of the decision causing the appeal. The city council shall set the time and place of hearing on such appeal and notice of such hearing shall be given to the person and all known interested parties. Notice of such hearing shall be mailed, postage prepaid to the owner at his or her last known address at least five days prior to the date set for the hearing. Such hearing shall be on a subsequent regularly scheduled council meeting following receipt of the notice of appeal, subject only to the requirements of the Oklahoma Open Meetings Act, 25 O.S. § 301 et. seq.

**Sec. 7-476. License to operate—Reissue after revocation.**

A license to operate that is revoked shall not be reissued for a period of one year from the date of such revocation.

**Sec. 7-477. Violation—Penalty.**

It is unlawful to operate a short-term rental without a valid license to operate or to fail to comply with any of the requirements established by the Code of Ordinances. Violations are classified as a Class B misdemeanor punishable by a fine of not more than $1,000.00 or by imprisonment for not

more than ten days, or by both such fine or imprisonment, for each violation. Each day a violation is allowed to exist is a separate violation. Violations are also subject to civil liability and enforcement under Chapter 8, Enforcement and Remedies under the City of Broken Arrow Zoning Ordinance and civil enforcement through Oklahoma District Court.

Section 7-478 — Transition; Effective date

(a) Effective date. This ordinance takes effect on April 7, 2026.

(b) Transition. Existing STR licensees shall comply with §§7-468(e), 7-468(l)–(o), 7-468.1, and 7-468.2 within one hundred eighty (180) days of the effective date. Hosting platforms shall comply with §7-468.2 within sixty (60) days.

**Appendix to Article XVII**
**Short-Term Rental Safety & Operations Self-Inspection Checklist**
*(Minimum Standards; to be completed annually and retained for three (3) years)*

Property Address: _____ License No.: _____
Owner/Operator: _____ Date: _____
Local Responsible Agent (24/7): _____Phone: _____

Instructions: Check Yes/No/N/A. For every "No," attach a corrective plan with date. Upload required photos with your renewal.

A. Alarms & Life Safety

1. Smoke alarms installed in every Sleeping Area, outside each Sleeping Area, and on every story (including basements). (Photo required)
2. All smoke alarms test functional via the test button.
3. Smoke alarms are within service life (manufacture date ≤10 years ago or 10-year sealed).
4. CO alarms on each story with a fuel-burning appliance or attached garage. (Photo required)
5. CO alarms test functional via test button; within service life (per label).
6. No battery missing or low-battery chirps present.
7. Audible/visual notification is not obstructed by décor or furniture.
8. No disabling or covering of alarms; no paint over units.
9. Weather safety notice posted identifying the best interior severe-weather area/safe room (Oklahoma). (Photo required)
10. Address numerals clearly visible from the street day and night (contrasting color, illuminated if practical). (Photo required)

B. Fire Extinguishers & Fire Protection

11. At least one 2A:10B:C extinguisher per story, mounted and readily accessible. (Photo required)
12. Kitchen extinguisher located within 30 ft of cooking appliances, not over the range.
13. Extinguishers show normal pressure, no damage, and inspection tag/date within past 12 months (or manufacturer monthly check documented).
14. No combustibles stored within 3 ft of furnaces, water heaters, or other ignition sources.

15. Gas shutoffs and electrical main disconnect locations identified on the interior posting/exit map.
16. Fireplace/wood stove (if present) has intact spark screen/doors and clearances maintained; ashes stored safely in metal container outdoors.

C. Egress, Doors & Windows

17. Each Sleeping Area has an egress window/door operable from inside without keys/tools/special knowledge. (Photo required of window open)
18. Bars/grilles (if any) on egress windows/doors are openable from inside without a key.
19. Exit doors unlock from the inside without keys (no double-keyed deadbolts).
20. Stairways/hallways to exits are unobstructed and illuminated.
21. Floor surfaces are in good repair; no loose rugs or cords creating trip hazards on exit routes.
22. Exterior steps/landings are sound; handrails/guardrails present where required and secure.

D. Electrical Safety

23. No extension cords used as permanent wiring; no “daisy-chained” power strips.
24. GFCI protection present and functional at kitchens, bathrooms, garages, exterior receptacles (test monthly).
25. Outlet/switch cover plates intact; no exposed wiring.
26. Electrical panel has clear access (recommend ≥36" depth x 30" width), cover in place, breakers labeled.
27. No cords under rugs, through doorways, or pinched by furniture.
28. Tamper-resistant receptacles or child-safety covers present if advertising family-friendly.
29. Lighting adequate at entrances, stairs, and parking surfaces (motion/photocell recommended).
30. Portable space heaters (if provided) are UL-listed, tip-over protected, and have 3 ft clearance on all sides; not permitted in unattended Sleeping Areas.

E. Gas, Heating & Mechanical

31. Furnace/water heater in safe operating condition; no visible leaks or scorch marks.
32. Combustion air openings unobstructed; vents intact and terminate outdoors.
33. Gas appliances have accessible shutoff valves; flexible connectors in good condition.
34. Dryer vents are metal/foil, discharge to exterior, and are lint-free; lint trap cleaned. (Photo required of exterior vent)
35. Water heater temperature set to ≤120°F (anti-scald).
36. Attic/basement access secure; no open junction boxes or exposed splices.

F. Kitchen & Laundry

37. Range anti-tip device installed and engaged. (Photo required)
38. Range hood or microwave vent operational; grease filters clean.
39. Refrigerator/freezer seals intact; no unsafe temperatures (operator verifies).
40. Under-sink area dry and free of mold; disposal splash guard intact (if present).
41. Dishwasher has no leaks and latches securely.
42. Fire-safe location for grill (see Section H) is identified in the house rules if provided on site.
43. First-aid kit available and stocked (location noted on posting).

44. Laundry room clear of pile-up; detergents secured if advertising family-friendly.

G. Bedrooms & Sleeping Areas

45. Sleeping Area designation matches floor plan; no living rooms, kitchens, or garages used as sleeping rooms.
46. Mattresses and bedding clean and free from infestation; mattress protectors present.
47. Smoke alarm inside each Sleeping Area verified (see Section A).
48. Emergency egress route from each Sleeping Area is posted on the exit map.
49. Space heaters not used in Sleeping Areas (unless permanently installed and code-compliant).

H. Exterior & Site Conditions

50. Walkways/driveways in safe condition; no tripping hazards; ice/snow plan noted (seasonal).
51. Off-street parking meets posted limit and does not block sidewalks/driveways/fire lanes; no yard parking on unpaved surfaces.
52. Grills/fire pits located ≥10 ft from structures/combustibles (or per manufacturer); no grills on combustible balconies.
53. LP cylinders stored upright outdoors; not in buildings or beneath stairways.
54. Exterior lighting at entrances/parking functional (photocell or timer recommended).
55. Backflow device and hose bibbs in good repair; no cross-connection hazards.

I. Pools / Spas / Hot Tubs (If applicable)

56. Barrier height meets code (≥48" typical); self-closing, self-latching gates swing outward. (Photo required)
57. Door alarms/pool alarms present where required.
58. VGB-compliant drain covers installed and within service life. (Photo required)
59. Life ring with rope and a reaching pole provided and accessible.
60. Rules signage posted (no lifeguard, no glass, no diving, children supervision, emergency 911).
61. Spa cover is lockable and used when not occupied.
62. Chemicals stored locked and ventilated; SDS sheets on site or accessible digitally.
63. Electrical bonding/GFCI for pool/spa equipment verified by a qualified person (document date).
64. Gate hardware and fence integrity inspected and functional.

J. Security, Privacy & Monitoring

65. Outward-facing entry camera(s) positioned to view entrances only; no interior cameras and no cameras in or facing Sleeping Areas or bathrooms. (Photo required of camera location)
66. Audio recording disabled on all monitoring devices.
67. Noise monitor(s) installed indoors (not in Sleeping Areas or bathrooms), configured for alerts; 180-day alert/event logs retained.
68. Locks on exterior doors function; guests provided unique/rekeyed codes or keys; no key-lock boxes visible from public right-of-way unless secured.
69. Privacy notice in the interior posting discloses cameras (locations) and noise monitors; prohibits tampering.

K. Posting, House Rules & Emergency Info

70. Interior posting near primary entrance includes: license number, max occupancy, parking diagram, trash/recycling schedule, LRA 24/7 contact, exit map, severe-weather safe area, and "no events/amplified sound/quiet hours" rules. (Photo required)
71. Exit map shows exits, fire extinguishers, electrical panel, gas shutoff, muster point.
72. Quiet hours (10:00 p.m.–7:00 a.m.) posted and match the ordinance.
73. Human-trafficking awareness and emergency numbers posted or linked (as provided by City training).
74. License number and maximum occupancy appear on all advertisements/listings.
75. Tax registration numbers posted or on file; instructions to guests not to exceed occupancy/parking limits.
76. Posting includes "no public intoxication/no MIP/no public marijuana use/no fighting" language.
77. Posting shows outdoor congregation limit and non-occupant invitee cap.

L. Waste, Sanitation & Pest Prevention

78. Trash and recycling containers provided, labeled, and in good repair; storage location avoids blocking sidewalks/rights-of-way.
79. Pick-up days posted on the interior posting; instructions about setting out/bringing in carts.
80. No evidence of pests; preventive measures in place (sealed food storage, regular service if needed).
81. Bathrooms have working ventilation (fan or operable window) and sanitary conditions.
82. Water leaks or moisture intrusion absent; any prior issues corrected.

M. Records, Training & Miscellaneous

81. Annual STR Self-Inspection Checklist completed; records and photos retained 3 years.
82. Noise/camera event logs retained 180 days and available to the City upon request.
83. Insurance certificate ($1,000,000 per occurrence CGL) current and on file with City.
84. LRA contact test conducted quarterly; response within 1 hour verified/logged.
85. City STR Training completed within the past 12 months (attach certificate to renewal).
86. Neighbor notice sent per §7-468(e) (initial via certified mail; renewal via first-class; email where available). Keep proof of mailing.
87. LRA abatement log: record date/time of PD/City calls and arrival time (must be ≤ 1 hour).
88. Parking compliance: operator verifies vehicles do not exceed plan; no blockages; no yard parking.
89. Incident retention: preserve body-worn camera request info (incident number) and any host platform messaging used to abate.

Required Photo Uploads (at minimum)

- Smoke and CO alarms in place (one per bedroom, one per hallway, one per story).
- One mounted extinguisher per story and the kitchen extinguisher.
- One open egress window in each Sleeping Area.
- Interior posting at the main entrance and the exit map.
- Address numerals visible from the street at night.
- Dryer exterior vent outlet.
- Entry camera location (outward facing).

- Pool/spa barrier, gate latch, and VGB drain cover (if applicable).
- Parking diagram (photo of posted diagram).

Operator Attestation
I certify the above is true and complete, and that any deficiencies will be corrected by: _____.
Name/Title: _____ Signature: _____ Date: _____

**SECTION II. REPEALER.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent of such conflict.

**SECTION III. CODIFICATION; SCRIVENER'S AUTHORITY.**

The provisions of this ordinance shall be codified within Chapter 7 of the Code of Ordinances. The City Attorney and City Clerk are authorized to correct scrivener's errors (including section numbering, cross-references, and formatting) without further Council action so long as no substantive change is made.

**SECTION IV. SEVERABILITY.**

If any section, subsection, sentence, clause, phrase, or application of this ordinance is held invalid, such invalidity shall not affect the remaining portions or applications, which can be given effect without the invalid portion; to this end the provisions of this ordinance are declared severable.

**SECTION V. EFFECTIVE DATE; PUBLICATION.**

This ordinance shall take effect and be in force from and after its passage and publication as provided by law. Compliance timelines for operators and hosting platforms are as stated within Section 7-478 of Article XVII.

**PASSED AND APPROVED** and the clause ruled upon separately this 17th day of February, 2026.

_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:



ASSISTANT CITY ATTORNEY

**ORDINANCE NO. 3905**

**AN ORDINANCE AMENDING CHAPTER 7, ARTICLE XVII OF THE CODE OF ORDINANCES OF THE CITY OF BROKEN ARROW, OKLAHOMA, RELATING TO SHORT-TERM RENTALS; PROVIDING NEW AND REVISED DEFINITIONS; ESTABLISHING AND STRENGTHENING OPERATING STANDARDS; REQUIRING INTERIOR POSTING, , NOISE MONITORING, AND SECURITY CAMERAS; ESTABLISHING OCCUPANCY AND PARKING LIMITS; REQUIRING ADVERTISING DISCLOSURES AND HOSTING-PLATFORM COOPERATION; CAPPING LICENSES PER OWNER IN RESIDENTIAL DISTRICTS; PROVIDING ENFORCEMENT, NOTICE, APPEALS, AND PENALTIES; ADOPTING AN APPENDIX CHECKLIST; PROVIDING FOR CODIFICATION; REPEALER; SEVERABILITY; AND DECLARING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:**

**SECTION I. AMENDMENT.**

**Chapter 7, Article XVII of the Code of Ordinances, entitled "Short-Term Rental," is hereby amended and restated to read as follows:**

**ARTICLE XVII. SHORT-TERM RENTAL**

**Sec. 7-465. Severability.**

It is declared to be the intention of the city council that the sections, paragraphs, sentences, clauses and phrases of this chapter are severable, and if any phrase, clause, sentence, paragraph or section of this chapter shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this chapter.

**Sec. 7-466. Definitions.**

For the purpose of this article, unless otherwise expressly stated, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Agent means any person who, in connection with the activities of a short-term rental, manages the operations, including, but not limited to, the collection of rental charges, issuing of keys, direction of maintenance personnel, assigning of rooms to guests, and handling guest affairs and overseeing security.

Beneficial Ownership means direct or indirect ownership or control of twenty-five percent (25%) or more of the equity or voting interests of a legal entity, or the ability to appoint a majority of governing persons.

Calls for service includes, but is not limited to, any and all calls to emergency services, (police and fire only) that result in a representative being dispatched or directed to the short-term rental. This shall include any calls for service within the surrounding neighborhood that, through information or investigation, can be traced to the short-term rental registered guest(s) and/or visitor(s). "Calls for service" shall not include any self-initiated activity and/or investigation based on the observation(s) of an emergency services representative.

Drug-related arrests include, but are not limited to, those that involve the manufacture, cultivation, importation into the state, transportation, possession, possession for sale, sale, furnishing, administering, or giving away, or providing a place to use or fortification of a place involving, any controlled drug, narcotic or drug paraphernalia.

Enumerated Nuisance Behavior means any of the following occurring at, in front of, or immediately adjacent to the licensed premises: (1) public intoxication; (2) unlawful possession or consumption of alcohol by a minor; (3) smoking or consuming marijuana or marijuana products in any public place in violation of law; (4) contributing to the delinquency of a minor; (5) disturbing the peace or disorderly conduct (including loud, threatening, or tumultuous behavior); (6) fighting in public; (7) parking violations that obstruct sidewalks, driveways, hydrants, or fire lanes, or parking on unpaved yards contrary to Code.

Guest shall mean any person that occupies a guestroom.

Guestroom shall mean a sleeping room in a short-term rental designed and intended to be used as lodging as documented by the community development director, or designee.

Hosting Platform means a person or entity that, for compensation, advertises, lists, or facilitates a booking transaction for a short-term rental via a website, application, or other system.

Local Responsible Agent (“LRA”) means a natural person designated by the licensee who is reachable by telephone twenty-four (24) hours per day, seven (7) days per week, and able to be on-site at the short-term rental within one (1) hour of City request.

Owner shall mean any person, firm, association, partnership, or corporation, which is the record owner of real property as listed on the last equalized assessment roll as maintained by the Tulsa or Wagoner County assessor. It shall also mean any part owner, joint owner, or lessor of the whole or part of the land or buildings situated thereon. An owner may or may not be an agent.

Person shall mean any natural person, firm, partnership, corporation, receiver, trustee, estate trust, business trust, organization, or association.

Prostitution-related arrests include, but are not limited to, those that involve prostitution, pandering, or prostitution-related crimes, in violation of 21 O.S. § 1029 or 21 O.S. § 1081.

Serious Incident means any of the following at, in front of, or immediately adjacent to the licensed premises: (1) felony arrest; (2) violent misdemeanor; (3) discharge of a firearm; (4) a fire-code condition posing imminent hazard; (5) any occurrence involving two or more distinct Enumerated

Nuisance Behaviors within the same incident window as documented by a Verified Police Observation.
Short-term rental 1, short-term rental 2, and short-term rental 3 are defined as set out in Chapter 9, Section 9-1-3 – Use specific definitions, City of Broken Arrow Zoning Ordinance.

Sleeping Area means a habitable room customarily used for sleeping, including a bedroom meeting Building Code egress standards; excludes kitchens, halls, bathrooms, closets, and garages.

Short-term rental means any building or group of buildings or facility as defined by the zoning ordinance.

Short-term rental operation means the occupancy of any guestroom or use of any short-term rental facility regardless of compensation or remuneration.

Verified Complaint means a complaint investigated by the City and determined to constitute a violation of this Code, a permit condition, or state law.

Verified Police Observation means a written report by a responding peace officer, supported by body-worn camera, photographs, decibel readings, or other contemporaneous documentation, establishing that an Enumerated Nuisance Behavior occurred at, in front of, or immediately adjacent to the licensed premises, whether or not an arrest is made, or a citation is issued.

**Sec. 7-467. License to operate—Application deadline and fee.**

The annual license to operate shall be applied for to the community development director, or designee, on a yearly basis by the owner and/or agent of each short-term rental. The deadline for submitting the application shall be one calendar year from the date of license issue, or, if this date falls on a Saturday or Sunday, on the next business day of the City of Broken Arrow. The application shall be submitted with a processing fee, as identified in the City's Manual of Fees. The license shall be issued or denied within 30 days. The first operating license will be required prior to the use of any property as a short-term rental, and on a yearly basis thereafter. The City Council may set initial and renewal license fees and replacement certificate fees, by resolution in the Manual of Fees. An owner who can show that the STR has not been the subject of a Enumerated Nuisance or Serious Incident within the previous twelve (12) months will have their renewal fee reduced by twenty percent (20%) of the fee identified in the City’s Manual of Fees. The City Manager may promulgate forms to administer this Article.

**Sec. 7-468. License to operate—Application required—Contents.**

All persons applying to the community development director, or designee, for a license to operate a short-term rental shall file an application with a non-refundable processing fee in the amount specified by the Manual of Fees therefor on forms provided by the city and containing information as follows:

(a) The address of the unit(s) to be used as a short-term rental;

(b) The number of guestrooms;

(c) The number and location of on-site parking spaces allotted to the premises (can include garage);

(d) The name, address, telephone number and email address of the short-term rental owner and agent;

(1) The agent shall be a 24-hour contact for the short-term rental, and must be available to be on site within one hour. The listed agent shall be the Local Responsible Agent (LRA) as defined in §7-466;

(2) If the agent is applying on behalf of the owner, an owner's authorization form shall be completed and submitted with the application;

(3) A screening plan outlining how potential guests are approved in addition to the short-term rental owner or agent's acknowledgement that any short-term rental within a 500-foot radius of schools (public, private, and all related facilities), day cares, playgrounds, or parks, must conduct additional screening of all potential renters, and not allow rental to individuals on the sex offender registry (57 O.S. §§ 581—590.2).

(e) Evidence of mailed notice to each abutting property and those directly across any abutting public street(s) of the applicant's intent to secure or renew a short-term rental license. Initial applications shall use certified mail, return-receipt requested. Renewals may use first-class mail. Where an email address for the record owner is reasonably available, email notice shall also be sent. The notice shall include the LRA's 24/7 phone number, the City complaint hotline/online form, and the property address.

(f) The short-term rental owner's consent to an annual inspection by a city code enforcement officer, or designee that the facility meets the property maintenance codes as adopted by the city;

(g) The short-term rental owner's acknowledgement that no licensee shall transfer the right to operate to any other person or entity by lease, agreement, contract or any other agreement; and no short-term rental license shall have any legal effect at any location other than those for which it is issued;

(h) The short-term rental owner or agent's confirmation that he or she will use his or her best efforts to assure that use of the premises by short-term rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties;

(i) The short-term rental owner or agent's signed acknowledgement that he or she has reviewed and understands the applicable requirements of the Code of Ordinances, including the zoning ordinance;

(j) Written rules to be posted in the short-term rental unit(s), which shall include:

(1) Acknowledgement that it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in the city's noise ordinance;

(2) Acknowledgement of the maximum occupancy of a short-term rental unit based on the type as defined by the zoning ordinance and the amount and location of on-site parking.

(k) Any other information that the Code of Ordinances requires the short-term rental owner or agent to provide to the city as part of an application for a short-term rental license. Any material misrepresentation in the application for the license to operate a short-term rental or a failure to provide the required information shall be grounds for denial.

(l) Floor plan identifying Sleeping Areas and non-sleeping rooms.

(m) Parking plan diagramming off-street spaces.

(n) Interior posting acknowledgment that the operator will post, near the primary entrance, the license certificate and number, LRA 24/7 contact, maximum occupancy, parking diagram, trash/recycling day(s), emergency egress map, and "no events/amplified sound/quiet hours" rules, and a list of prohibited conduct to include no public intoxication; no alcohol possession/consumption by minors; no public smoking/consumption of marijuana; no disturbing the peace; no fighting; obey parking diagram; no more than six (6) persons outdoors on the premises between 10:00 p.m. and 7:00 a.m.; and no more than ten (10) non-occupant invitees on site at any time.

**Sec. 7-468.1 — Operating standards**

(a) The LRA shall answer calls from the City at all times and shall be on-site within one (1) hour when requested.

(b) Events and amplified sound prohibited. Events, parties, commercial gatherings, and the use of amplified sound equipment or musical instruments audible outdoors are prohibited. Quiet hours apply City-wide from 10:00 p.m. to 7:00 a.m.

(c) Each STR shall maintain an interior, non-recording noise-monitoring device capable of sending alerts to the operator when thresholds are exceeded, and a conspicuously placed, outward-facing security camera monitoring exterior entries. Audio recording is prohibited. Devices shall not be located in bathrooms or Sleeping Areas. Alert/event logs shall be retained for one hundred-eighty (180) days and provided to the City upon request.

(d) Maximum overnight occupancy is two (2) persons per Sleeping Area, not to exceed twelve (12) persons per dwelling unit. Prior to each arrival, the operator shall identify in writing rooms designated as non-sleeping.

(e) At least one (1) off-street space per Sleeping Area plus one (1) additional space for the owner/host, unless otherwise provided in Appendix A for mixed-use/commercial districts shall be provided. Vehicles shall not obstruct sidewalks/driveways or park on unpaved yards contrary to Code.

(f) STRs shall comply with the STR Safety Checklist (Appendix to this Article), including smoke/CO alarms, fire extinguishers, egress, and address visibility.

(g) The licensee shall complete the City's annual STR Self-Inspection Checklist, retain records/photos for three (3) years, and produce them upon request. Failure to complete or produce the checklist is a violation.

(h) Licensees or Hosting Platforms on Licensees behalf shall collect and remit all applicable state taxes and City fees.

(i) Between 10:00 p.m. and 7:00 a.m., no more than six (6) persons may congregate outdoors on the premises (including front/side/back yards, porches, driveways, and patios). Guests shall relocate indoors or disperse upon request of the Local Responsible Agent (LRA) or the City.

(j) At any time, the number of persons on site who are not overnight occupants may not exceed ten (10). A gathering in excess of this limit is deemed an event and is prohibited by §7-468.1(b).

(k) The licensee shall ensure that no public intoxication, no unlawful possession or consumption of alcohol by minors, no public smoking or consumption of marijuana, and no contributing to the delinquency of minors occurs on the premises. House rules and the interior posting shall expressly state these prohibitions.

(l) Upon notice from the City or PD of Enumerated Nuisance Behavior, the LRA shall be on site within one (1) hour and shall cause the nuisance to cease, including directing non-occupant invitees to disperse, moving persons indoors during quiet hours, and verifying parking compliance. Failure to abate is a violation.

(m) The total number of vehicles associated with the STR shall not exceed the off-street spaces shown on the approved parking plan. Vehicles shall not block sidewalks, driveways, hydrants, or fire lanes, and shall not park on unpaved yards. The interior posting shall include a parking diagram reminding guests of these limits.

(n) The person who books and occupies as the responsible party shall be at least twenty-one (21) years of age and present during the rental period.

**Sec. 7-468.2 — Hosting platforms**

(a) A hosting platform shall provide a conspicuous notice to users listing STRs in the City that a City STR license is required.

(b) Hosting platforms shall provide a dedicated field for the City license number in any listing for an STR located in the City.

(c) Upon written notice from the City that a listing lacks a valid license number or pertains to a suspended or revoked STR, a hosting platform shall remove or disable the listing within three (3) business days.

(d) A hosting platform that complies with (a)–(c) shall not be deemed in violation for user content posted without a valid license number.

**Sec. 7-468.3 — License cap per owner (residential districts)**

(a) No natural person shall hold, directly or through Beneficial Ownership, more than four (4) active STR licenses City-wide in residential zoning districts.

(b) Applicants with entity ownership shall disclose all natural persons with Beneficial Ownership; licenses held by an entity are attributed to each such person for cap purposes.

(c) The cap does not apply in mixed-use or commercial districts if expressly authorized by SUP or PUD conditions.

**Sec. 7-469. License to operate—Grounds for denial.**

The license to operate may be denied for any of the following reasons:

(a) The applicant has an outstanding debt to the city.

(b) The short-term rental property has an unabated notice of violation, in excess of 30 days, that cites violations of the city Code of Ordinances.

(c) Such other relevant facts as the community development director, or designee, may discover or deem advisable or necessary in the course of the review of the application, such as:

(1) Drug-related arrests;

(2) Prostitution-related arrests;

(3) Calls for service.

(d) Noncompliance with federal, state, and city Code of Ordinances. This shall include any and all unresolved documented violations of the city's adopted International Building Code,

International Fire Code, International Mechanical Code, International Fuel Gas Code, and National Electric Code, including all State of Oklahoma amendments.

**Sec. 7-470. License to operate—Denial—Appeal hearing.**

Whenever the city denies a license to operate for a short-term rental, as provided in this chapter, the owner of said short-term rental shall have a right to a hearing to appeal the denial in accordance with section 7-475.

**Sec. 7-471. License to operate—Non-transferability.**

Each license to operate issued pursuant to this chapter shall be separate and distinct from all others and shall not be transferable from the person, firm or corporation to whom issued to any other person, firm or corporation. Whenever an owner sells or transfers title of a short-term rental, then the license to operate shall expire. A license automatically terminates upon transfer of title to the dwelling unit or a change in controlling Beneficial Ownership of the licensee.

**Sec. 7-472. License to operate—Report of changes to the application.**

When a change of agent occurs at an existing short-term rental, the new agent shall register as the 24/7 contact within 30 calendar days.

**Sec. 7-473. License to operate—Revocation.**

The annual license to operate shall be subject to revocation by the community development director, or designee, upon good cause shown that the operation of the short-term rental is such that it is or has negatively impacted the health, safety and/or welfare of its guests or the residents or businesses of the neighboring community by any of the following:

(a) Noncompliance with federal, state, and city Code of Ordinances. This shall include any and all continued and documented violations of the city's adopted International Building Code, International Fire Code, International Mechanical Code, International Fuel Gas Code, and National Electric Code, including all State of Oklahoma amendments;

(b) Drug-related arrests;

(c) Prostitution-related arrests;

(d) Calls for service;

(e) Any other conditions, problems, issues, concerns or facts that are deemed relevant. In processing a revocation, the community development director, or designee, shall prepare a report that details the circumstances that have led to the revocation. It may include any or all of the following that are applicable:

(1) Frequency or occurrence of violation(s), arrest(s), or call(s) for service;

(2) Seriousness of the violation(s), arrest(s), or call(s) for service in relation to its threat or impact upon public health, safety or welfare;

(3) History of the violation(s), arrest(s), or call(s) for service;

(4) Good faith efforts taken by the responsible party to correct, reduce and/or alleviate violation(s), arrest(s), or call(s) for service;

(5) Any activity, action or effort taken by the responsible party to obstruct or interfere with correction of the problem;

(6) The impact of the violation(s), arrest(s), or call(s) for service on the surrounding property and community.

Notwithstanding any other provision of this section, the City may suspend or revoke a short-term rental license upon documented nuisance activity as follows: (i) suspension for thirty (30) days upon two (2) Verified Police Observations of Enumerated Nuisance Behavior within any twelve (12) month period; (ii) suspension for ninety (90) days upon three (3) such Verified Police Observations within any twelve (12) month period; (iii) suspension for one hundred-eighty (180) days upon four (4) or more such Verified Police Observations within any twelve (12) month period; and (iv) revocation upon three (3) or more Verified Complaints within any twelve (12) month period or upon any Serious Incident. Immediate suspension may issue upon any Serious Incident. Whether or not an arrest is made, or a citation is issued shall not be determinative if the conduct is established by a Verified Police Observation. Any suspension or revocation shall be preceded by written notice stating the grounds and the right to a hearing under §§7-474 and 7-475. A person whose license is revoked is ineligible to reapply for twelve (12) months.

**Sec. 7-473.1. Automatic suspension and revocation.**

(a) Suspension ladder. The City may suspend a license for: (i) thirty (30) days upon two (2) Verified Complaints within twelve (12) months; (ii) ninety (90) days upon three (3) Verified Complaints within twelve (12) months; and (iii) one hundred-eighty (180) days for four (4) or more Verified Complaints within twelve (12) months.

(b) Revocation. The City shall revoke a license upon three (3) or more Verified Complaints within any twelve (12) month period or upon any Serious Incident. A person whose license is revoked is ineligible to reapply for twelve (12) months.

(c) Immediate suspension. The City may immediately suspend a license upon a Serious Incident, or failure of the LRA to respond as required by §7-468.1(a).

(d) Due process. A suspension or revocation shall be preceded by written notice stating the grounds and the right to a hearing under §§7-474 and 7-475.

(e) Safe Harbor Provision. In determination or proceeding to deny, suspend or revoke a short-term rental license based upon an Enumerated Nuisance Behavior or Serious Incident, in order to encourage voluntary and prompt reporting of criminal conduct, the Director may disregard such incident if the following criteria is met:

(1) an owner, operator, or manager of the STR reported such incident immediately to law enforcement and/or code enforcement agents responsible for investigating such incident;

(2) the reporting person and STR owner were fully cooperative in the investigation of such incident by law enforcement and code enforcement; and

(3) the reporting person was not criminally responsible for the conduct reported and was not reckless in the rental of the STR.

**Sec. 7-474. Notice of hearing.**

Upon good cause shown in the revocation report issued by the community development director, or designee, the city manager, or designee, shall issue a notice of hearing for revocation of license to operate. Such hearing shall be held by the city manager. Notice of hearing of revocation of a license shall be given in writing, setting forth specifically the grounds of the complaint and the time and place of hearing. Such notice shall be mailed, postage prepaid to the owner at his or her last known address at least five days prior to the date set for the hearing.

**Sec. 7-475. Appeals.**

Any person aggrieved in regard to the denial or revocation of a license shall have the right to appeal to the Broken Arrow City Council. Such appeal shall be taken by filing a notice of appeal with the city clerk's office within 14 days after notice of the decision causing the appeal. The city council shall set the time and place of hearing on such appeal and notice of such hearing shall be given to the person and all known interested parties. Notice of such hearing shall be mailed, postage prepaid to the owner at his or her last known address at least five days prior to the date set for the hearing. Such hearing shall be on a subsequent regularly scheduled council meeting following receipt of the notice of appeal, subject only to the requirements of the Oklahoma Open Meetings Act, 25 O.S. § 301 et. seq.

**Sec. 7-476. License to operate—Reissue after revocation.**

A license to operate that is revoked shall not be reissued for a period of one year from the date of such revocation.

**Sec. 7-477. Violation—Penalty.**

It is unlawful to operate a short-term rental without a valid license to operate or to fail to comply with any of the requirements established by the Code of Ordinances. Violations are classified as a Class B misdemeanor punishable by a fine of not more than $1,000.00 or by imprisonment for not

more than ten days, or by both such fine or imprisonment, for each violation. Each day a violation is allowed to exist is a separate violation. Violations are also subject to civil liability and enforcement under Chapter 8, Enforcement and Remedies under the City of Broken Arrow Zoning Ordinance and civil enforcement through Oklahoma District Court.

Section 7-478 — Transition; Effective date

(a) Effective date. This ordinance takes effect on April 7, 2026.

(b) Transition. Existing STR licensees shall comply with §§7-468(e), 7-468(l)–(o), 7-468.1, and 7-468.2 within one hundred eighty (180) days of the effective date. Hosting platforms shall comply with §7-468.2 within sixty (60) days.

**Appendix to Article XVII**
**Short-Term Rental Safety & Operations Self-Inspection Checklist**
*(Minimum Standards; to be completed annually and retained for three (3) years)*

Property Address: _____ License No.: _____
Owner/Operator: _____ Date: _____
Local Responsible Agent (24/7): _____Phone: _____

Instructions: Check Yes/No/N/A. For every "No," attach a corrective plan with date. Upload required photos with your renewal.

A. Alarms & Life Safety

1. Smoke alarms installed in every Sleeping Area, outside each Sleeping Area, and on every story (including basements). (Photo required)
2. All smoke alarms test functional via the test button.
3. Smoke alarms are within service life (manufacture date ≤10 years ago or 10-year sealed).
4. CO alarms on each story with a fuel-burning appliance or attached garage. (Photo required)
5. CO alarms test functional via test button; within service life (per label).
6. No battery missing or low-battery chirps present.
7. Audible/visual notification is not obstructed by décor or furniture.
8. No disabling or covering of alarms; no paint over units.
9. Weather safety notice posted identifying the best interior severe-weather area/safe room (Oklahoma). (Photo required)
10. Address numerals clearly visible from the street day and night (contrasting color, illuminated if practical). (Photo required)

B. Fire Extinguishers & Fire Protection

11. At least one 2A:10B:C extinguisher per story, mounted and readily accessible. (Photo required)
12. Kitchen extinguisher located within 30 ft of cooking appliances, not over the range.
13. Extinguishers show normal pressure, no damage, and inspection tag/date within past 12 months (or manufacturer monthly check documented).
14. No combustibles stored within 3 ft of furnaces, water heaters, or other ignition sources.

15. Gas shutoffs and electrical main disconnect locations identified on the interior posting/exit map.
16. Fireplace/wood stove (if present) has intact spark screen/doors and clearances maintained; ashes stored safely in metal container outdoors.

C. Egress, Doors & Windows

17. Each Sleeping Area has an egress window/door operable from inside without keys/tools/special knowledge. (Photo required of window open)
18. Bars/grilles (if any) on egress windows/doors are openable from inside without a key.
19. Exit doors unlock from the inside without keys (no double-keyed deadbolts).
20. Stairways/hallways to exits are unobstructed and illuminated.
21. Floor surfaces are in good repair; no loose rugs or cords creating trip hazards on exit routes.
22. Exterior steps/landings are sound; handrails/guardrails present where required and secure.

D. Electrical Safety

23. No extension cords used as permanent wiring; no “daisy-chained” power strips.
24. GFCI protection present and functional at kitchens, bathrooms, garages, exterior receptacles (test monthly).
25. Outlet/switch cover plates intact; no exposed wiring.
26. Electrical panel has clear access (recommend ≥36" depth x 30" width), cover in place, breakers labeled.
27. No cords under rugs, through doorways, or pinched by furniture.
28. Tamper-resistant receptacles or child-safety covers present if advertising family-friendly.
29. Lighting adequate at entrances, stairs, and parking surfaces (motion/photocell recommended).
30. Portable space heaters (if provided) are UL-listed, tip-over protected, and have 3 ft clearance on all sides; not permitted in unattended Sleeping Areas.

E. Gas, Heating & Mechanical

31. Furnace/water heater in safe operating condition; no visible leaks or scorch marks.
32. Combustion air openings unobstructed; vents intact and terminate outdoors.
33. Gas appliances have accessible shutoff valves; flexible connectors in good condition.
34. Dryer vents are metal/foil, discharge to exterior, and are lint-free; lint trap cleaned. (Photo required of exterior vent)
35. Water heater temperature set to ≤120°F (anti-scald).
36. Attic/basement access secure; no open junction boxes or exposed splices.

F. Kitchen & Laundry

37. Range anti-tip device installed and engaged. (Photo required)
38. Range hood or microwave vent operational; grease filters clean.
39. Refrigerator/freezer seals intact; no unsafe temperatures (operator verifies).
40. Under-sink area dry and free of mold; disposal splash guard intact (if present).
41. Dishwasher has no leaks and latches securely.
42. Fire-safe location for grill (see Section H) is identified in the house rules if provided on site.
43. First-aid kit available and stocked (location noted on posting).

44. Laundry room clear of pile-up; detergents secured if advertising family-friendly.

G. Bedrooms & Sleeping Areas

45. Sleeping Area designation matches floor plan; no living rooms, kitchens, or garages used as sleeping rooms.
46. Mattresses and bedding clean and free from infestation; mattress protectors present.
47. Smoke alarm inside each Sleeping Area verified (see Section A).
48. Emergency egress route from each Sleeping Area is posted on the exit map.
49. Space heaters not used in Sleeping Areas (unless permanently installed and code-compliant).

H. Exterior & Site Conditions

50. Walkways/driveways in safe condition; no tripping hazards; ice/snow plan noted (seasonal).
51. Off-street parking meets posted limit and does not block sidewalks/driveways/fire lanes; no yard parking on unpaved surfaces.
52. Grills/fire pits located ≥10 ft from structures/combustibles (or per manufacturer); no grills on combustible balconies.
53. LP cylinders stored upright outdoors; not in buildings or beneath stairways.
54. Exterior lighting at entrances/parking functional (photocell or timer recommended).
55. Backflow device and hose bibbs in good repair; no cross-connection hazards.

I. Pools / Spas / Hot Tubs (If applicable)

56. Barrier height meets code (≥48" typical); self-closing, self-latching gates swing outward. (Photo required)
57. Door alarms/pool alarms present where required.
58. VGB-compliant drain covers installed and within service life. (Photo required)
59. Life ring with rope and a reaching pole provided and accessible.
60. Rules signage posted (no lifeguard, no glass, no diving, children supervision, emergency 911).
61. Spa cover is lockable and used when not occupied.
62. Chemicals stored locked and ventilated; SDS sheets on site or accessible digitally.
63. Electrical bonding/GFCI for pool/spa equipment verified by a qualified person (document date).
64. Gate hardware and fence integrity inspected and functional.

J. Security, Privacy & Monitoring

65. Outward-facing entry camera(s) positioned to view entrances only; no interior cameras and no cameras in or facing Sleeping Areas or bathrooms. (Photo required of camera location)
66. Audio recording disabled on all monitoring devices.
67. Noise monitor(s) installed indoors (not in Sleeping Areas or bathrooms), configured for alerts; 180-day alert/event logs retained.
68. Locks on exterior doors function; guests provided unique/rekeyed codes or keys; no key-lock boxes visible from public right-of-way unless secured.
69. Privacy notice in the interior posting discloses cameras (locations) and noise monitors; prohibits tampering.

K. Posting, House Rules & Emergency Info

70. Interior posting near primary entrance includes: license number, max occupancy, parking diagram, trash/recycling schedule, LRA 24/7 contact, exit map, severe-weather safe area, and "no events/amplified sound/quiet hours" rules. (Photo required)
71. Exit map shows exits, fire extinguishers, electrical panel, gas shutoff, muster point.
72. Quiet hours (10:00 p.m.–7:00 a.m.) posted and match the ordinance.
73. Human-trafficking awareness and emergency numbers posted or linked (as provided by City training).
74. License number and maximum occupancy appear on all advertisements/listings.
75. Tax registration numbers posted or on file; instructions to guests not to exceed occupancy/parking limits.
76. Posting includes "no public intoxication/no MIP/no public marijuana use/no fighting" language.
77. Posting shows outdoor congregation limit and non-occupant invitee cap.

L. Waste, Sanitation & Pest Prevention

78. Trash and recycling containers provided, labeled, and in good repair; storage location avoids blocking sidewalks/rights-of-way.
79. Pick-up days posted on the interior posting; instructions about setting out/bringing in carts.
80. No evidence of pests; preventive measures in place (sealed food storage, regular service if needed).
81. Bathrooms have working ventilation (fan or operable window) and sanitary conditions.
82. Water leaks or moisture intrusion absent; any prior issues corrected.

M. Records, Training & Miscellaneous

81. Annual STR Self-Inspection Checklist completed; records and photos retained 3 years.
82. Noise/camera event logs retained 180 days and available to the City upon request.
83. Insurance certificate ($1,000,000 per occurrence CGL) current and on file with City.
84. LRA contact test conducted quarterly; response within 1 hour verified/logged.
85. City STR Training completed within the past 12 months (attach certificate to renewal).
86. Neighbor notice sent per §7-468(e) (initial via certified mail; renewal via first-class; email where available). Keep proof of mailing.
87. LRA abatement log: record date/time of PD/City calls and arrival time (must be ≤ 1 hour).
88. Parking compliance: operator verifies vehicles do not exceed plan; no blockages; no yard parking.
89. Incident retention: preserve body-worn camera request info (incident number) and any host platform messaging used to abate.

Required Photo Uploads (at minimum)

- Smoke and CO alarms in place (one per bedroom, one per hallway, one per story).
- One mounted extinguisher per story and the kitchen extinguisher.
- One open egress window in each Sleeping Area.
- Interior posting at the main entrance and the exit map.
- Address numerals visible from the street at night.
- Dryer exterior vent outlet.
- Entry camera location (outward facing).

- Pool/spa barrier, gate latch, and VGB drain cover (if applicable).
- Parking diagram (photo of posted diagram).

Operator Attestation
I certify the above is true and complete, and that any deficiencies will be corrected by: _____.
Name/Title: _____ Signature: _____ Date: _____

**SECTION II. REPEALER.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed only to the extent of such conflict.

**SECTION III. CODIFICATION; SCRIVENER'S AUTHORITY.**

The provisions of this ordinance shall be codified within Chapter 7 of the Code of Ordinances. The City Attorney and City Clerk are authorized to correct scrivener's errors (including section numbering, cross-references, and formatting) without further Council action so long as no substantive change is made.

**SECTION IV. SEVERABILITY.**

If any section, subsection, sentence, clause, phrase, or application of this ordinance is held invalid, such invalidity shall not affect the remaining portions or applications, which can be given effect without the invalid portion; to this end the provisions of this ordinance are declared severable.

**SECTION V. EFFECTIVE DATE; PUBLICATION.**

This ordinance shall take effect and be in force from and after its passage and publication as provided by law. Compliance timelines for operators and hosting platforms are as stated within Section 7-478 of Article XVII.

**PASSED AND APPROVED** and the clause ruled upon separately this 17th day of February, 2026.

_____
MAYOR

ATTEST:

_____

(Seal) CITY CLERK

APPROVED:



ASSISTANT CITY ATTORNEY

# City of Broken Arrow

## Request for Action

**File #:** 26-448, **Version:** 1

**Broken Arrow City Council**
**Meeting of: 04-07-2026**

**Title:**
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3905; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

**Background:**
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

**Cost:** No Cost

**Funding Source:** No Source

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

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

**Attachments:** N/A

**Recommendation:**
Approve the emergency clause for Ordinance No. 3905.

CITY OF BROKEN ARROW
*Where opportunity lives*

**Public Contract Application for Contractual Changes**

**Engineering and Construction Department**
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

# Contract Change Order # 1

| | | | |
|---|---|---|---|
| Project Name: | Wedgewood Residential Streets Conrete Panel Replacment - ST22100 | Project Number: | ST22100 |
| PO Number: | 22601843 | Date of Application: | Monday, March 23, 2026 |
| Contractor: | Grade Line Construction, LLC | 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) At the direction of COBA Contract Administrator, added approximately 822 LF of full width road reconstruction on W Knoxville Street and S Oak Avenue.
2) At the direction of COBA Contract Administrator, added 9 inlet replacements on W Knoxville Street and S Oak Avenue.

Change in Contractual Project Time:

1) 45 Days

Plan Sheets or Additional Documents Attached: ☐ Yes ☑ No ☐ Other: _____

## Work Order Quantities

| Item# | (Spec) | Item Description | Units | Price | Quantity | Total Amount |
|---|---|---|---|---|---|---|
| 101 | | Remove and Replace P.C. Concrete Street Section | SY | $ 95.00 | 2466 | $ 234,270.00 |
| 102 | | Remove and Replace 6" P.C. Concrete Driveway (6" H.E.S.) | SY | $ 115.00 | 9 | $ 1,035.00 |
| 107 | | Adjust Valve Box to Grade | EA | $ 500.00 | 1 | $ 500.00 |
| 108 | | Adjust Manhole to Grade | EA | $ 1,650.00 | 1 | $ 1,650.00 |
| 109 | | Solid Slab Sodding | SY | $ 6.00 | 274 | $ 1,644.00 |
| 114 | | CICI Design 2 | EA | $ 7,700.00 | 2 | $ 15,400.00 |
| 115 | | CICI Design 2(B) | EA | $ 9,000.00 | 8 | $ 72,000.00 |
| | | | | | Total Change Cost: | $ 326,499.00 |

## Summary of Project Costs

| | | | |
|---|---|---|---|
| Total Previous Change Orders: | $ - | Original Contract Amount: | $ 739,127.40 |
| Current Change Order: | $ 326,499.00 | Amended Contract Amount: | $ 1,065,626.40 |
| Total Cost of Change Orders: | $ 326,499.00 | Percent Change in Contract: | 44.17% |
| Total Cost Applicable to CBA: | | Percent Change Applicable to CBA: | 0.00% |
| | | | Max 15% |

## Change Order Authorization

Change Order # 1 in the sum of: $ 326,499.00 has been reviewed by all parties and is recommended for approval by:

| | Name | Signature | Date |
|---|---|---|---|
| Contractor Submitting Change Order: | Anna R. Jacobs | Anna R Jacobs | 03/20/2026 |
| Construction Division Manager: | Nathanael T. Kohl, PE | Nathanael Kohl | 3/24/2026 |
| Director of Engineering & Construction: | Charlie Bright, PE | Charlie Bright | 3/31/2026 |
| Assistant City Manager - Operations: | Kenneth D Schwab, PE | kenneth Schwab | 3/31/2026 |
| 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 Ordinance

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : _____

Council Agenda Number: _____ City Clerk: _____

# THE CITY OF BROKEN ARROW AND GERALD JIMENEZ / ROSES R US LLC

This agreement made and entered into this 1 day of MAY, 2026, by and between the City of Broken Arrow, Oklahoma, hereinafter designated as "the City," and **GERALD JIMENEZ/ ROSES R US LLC**, of Broken Arrow, Oklahoma.

**WHEREAS**, said Gerald Jimenez / Roses R Us LLC, in consideration of the payments hereinafter specified and agreed to be made by the City, hereby covenants and agrees to perform all services as set forth herein to perform rose plant maintenance; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants, the parties hereto agree that the City shall pay Gerald Jimenez / Roses R Us LLC, an amount as set forth herein, for services rendered in accordance with this Agreement and the other attachments hereto all of which are hereby incorporated into and made a part of this agreement. The parties hereto agree as follows:

I. Adoption by Reference: The Request for Quotation hereinafter known as Exhibit "A" is hereby adopted as part of this agreement.

II. Duties of Gerald Jimenez / Roses R Us LLC: Gerald Jimenez / Roses R Us LLC hereby agrees to complete the work as outlined in Exhibit "A", for the designated rose plants in the Rose District. Such areas are outlined in Exhibit "A". Gerald Jimenez / Roses R Us LLC will provide all necessary equipment to perform such duties.

III. Compensation: Gerald Jimenez / Roses R Us LLC will agree to perform the tasks as described in Exhibit "A" for the designated areas as outline in Exhibit "A", in accordance with the bid previously submitted, more specifically, Gerald Jimenez / Roses R Us LLC shall invoice the City monthly at the amount of $3,080.00 for maintenance of designated rose plants in the Rose District.

IV. Duties of the City: In consideration of the agreement on the part of Gerald Jimenez / Roses R Us LLC, the City agrees to pay Gerald Jimenez / Roses R Us LLC in accordance with Exhibit "A".

V. Term: This agreement shall be effective as of May 1, 2026, and shall continue until April 30, 2027.

VI. Governing Law: This Agreement shall be construed in accordance with, and governed by, the laws of the State of Oklahoma. Venue shall lie exclusively in Tulsa County, Oklahoma.

VII. Assignment: Gerald Jimenez / Roses R Us LLC shall not delegate their duties under this agreement without the prior written consent of the City.

VIII. Insurance: Gerald Jimenez / Roses R Us LLC hereby acknowledges it is insured in accordance with the minimum insurance amounts as required by the City.

IX. Indemnify: Gerald Jimenez / Roses R Us LLC shall indemnify and hold harmless the City of Broken Arrow, its employees, departments, agents and officials from any and all claims, suits, or demands including attorney fees which may be made against the City of Broken Arrow, its employees, agents or officials resulting from any act or omission committed in the performance of the duties imposed by and performed under the terms of this agreement by Gerald Jimenez / Roses R Us LLC or anyone under agreement with Gerald Jimenez / Roses R Us LLC to perform duties under this agreement.

X. Complete Agreement and Amendment: Gerald Jimenez / Roses R Us LLC acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement.

XI. Severability: If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

XII. Termination: This contract may be terminated by the City of Broken Arrow at any time, without prior notice, due to poor service, budget shortfall, or any other unspecified reason.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year written below.

**GERALD JIMENEZ / ROSES R US LLC:**

By: _____

Title: Sole proprietor

Date: 2/26/2026

_____

**ATTEST:**

Secretary (SEAL)

**CITY OF BROKEN ARROW:**

By: Michael Spurgeon

Title: City manager

Date: 2/26/2026

_____

**ATTEST:**

City Clerk (Seal)

CITY OF BROKEN ARROW OKLAHOMA TULSA COUNTY

Curtis Green

APPROVED AS TO FORM:

_____

Attorney for City of Broken Arrow

# Exhibit "A"


CITY OF BROKEN ARROW
*Where opportunity lives*

**LOGISTICS DIVISION**
1700 W. Detroit, Broken Arrow, OK 74012
Office (918) 259-7000 ext 7366 Fax (918) 259-8376
lholt@brokenarrowok.gov


| Today's Date: | |
|---|---|
| 7/8/2024 | |
| Due Date | Time |
| 3/1/2024 | 10:00 PM |

## QUOTE

**Fax or deliver your quote by the time & date due or your quote will not be considered for award. Quotes must be submitted on this form or they will not be considered for award.**

| | Qty | Unit | Description (OR EQUIVALENT) | Unit Price | Total |
|---|---|---|---|---|---|
| | | | **All items must be quoted F.O.B. Destination, Freight Prepaid.** | | |
| | | | *Rose District Rose Maintenance Monthly Quotes: Provide rose maintenance for all rose bushes within the planters in the Rose District between Ft. Worth Street and Detroit Street – 62 Planters with approximately 440 rose bushes.* | | |
| | | | | | |
| | | | ***Brief Scope of Services (See additional attachment for full detail)*** | | |
| ✓ | | | * Continual deadheading and 4-D pruning must be performed on a minimum 21-day cycle for the best aesthetic results and health of said rose bushes. | | |
| ✓ | | | * Fungicidal and insecticidal schedule must be rotated throughout the growing season to prevent pesticide resistance. | | |
| ✓ | | | * The use of foliar or granular long-term fertilizers should not be used for the upkeep of said roses. | | |
| ✓ | | | * Apply dormant oils during winter season. | | |
| ✓ | | | * No herbicides shall be used for weed or grass control without prior approval from the Park's Horticulturist. | | |
| ✓ | | | * Bidder will be responsible to inspect all rose plants and inform the Park's Horticulturist of any plant they deem in poor condition prior the start of the maintenance agreement. | | |
| ✓ | | | * Bidder shall provide a monthly invoice for payment that details all work that was performed during the invoice period, and the date(s) of said service. | | |
| ✓ | | | * Bidder shall promptly direct any maintenance questions or irrigation issues to the Park's Horticulturist. | | |
| ✓ | | | * The City of Broken Arrow will provide labor and material to replenish bed mulch as needed. | | |
| ✓ | | | * Maintenance agreement will run for a 12-month term that starts once an agreement has been executed. | | |
| ✓ | | | * Agreement may be canceled at any time, without prior notice, due to budget shortfall, poor service, or any other reason or any other unspecified reason. | | |
| ✓ | | | * Vendor must maintain the City's minimum insurance requirements. | | |
| | | | | | |

0 Do NOT include sales tax, Broken Arrow is tax exempt.

Bidders should direct questions to: Rob Holt 918-259-7000 ext. 7368

GRAND TOTAL 36960

**Arwcare**
7070 S 309th E Ave
Broken Arrow, OK. 74014
(918) 843-1005
arwcare@gmail.com
www.tulsaroses.com
C-8785-Pesticide Applicators License
Gerald Jimenez

**Date:3/16/2023**

# Rose Maintenance

## March 16, 2023

City of Broken Arrow

$36960.00 annually

Included in this premium package

- Pest and disease control-(IPM)
- Weed removal-(physical), also use of pre-emergence
- Winter spray (dormant oil spray-two applications during this period.
- Fertilizing -soluble(fast acting release), granular(slow release), use of soil amendments.
- Spring pruning (hard pruning) and light pruning throughout the growing season utilizing the 4-D(dead, diseased, damaged, and dingy), along with deadheading.
- Monitor the soil for ph levels
- Monitor soil moisture for proper irrigation (Notifying proper personnel when necessary)
- Open communication in regards to the use of pesticides, fungicides, and pre-emergence. Adherence with EPA and ODAFF, irrigation issues with the city horticulturist.
- Spraying during non business hour in the early am time frame.
- Diagnosis of plant health with the use of magnifying glasses, microscopes 20x magnification. Plant deficiencies from iron to magnesium
- 21 day service cycle

### Arwcare History

I am a licensed spray applicator specializing in rose care with over ten years of experience. I specialize in different types of roses, hydride-Teas, floribundas, climbers, miniatures, shrubs roses including the drift types and knock-out roses. I understand the different characteristics and the purpose of theses are not the same from shape and size.

I first worked for "Rose Inc Of Tulsa" under Mark Stiljes 2011 for over a year and a half. I trained under Mark and became the primary technician to service rose clients obtaining my tech license to spray roses using an integrated pest management system.

"Rose Inc Of Tulsa" was bought out by "Roses Inc Green Country". My responsibility continued in the same role having the title "Crew Leader"(Field Supervisory). I was responsible for the rose maintenance of all clients. I was instrumental in installing the roses on Main Street Broken Arrow. I was the main spray technician for those roses and the upkeep. I also was used in planting of the new addition on the north and south end the of roses on Main Street for "Rose Inc Green Country" as well as all their other clients. I worked as a supervisor for Rose Inc Green Country until July of 2017.

I have continued as a rosarian starting my own business "Arwcare". My focus is roses from the ground up. I maintain rose gardens throughout Tulsa county, pruning, spraying, fertilizing, diagnosing, and maintaining them. I am licensed with over six years of experience. I care for your roses.

Thank you

Gerald Jimenez

A Rose Whisperer

Arwcare

**ROSES R US, LLC.-Gerald K Jimenez**
7070 S 309th E Ave
Broken Arrow, OK 74014
(918) 843-1005
License Number-C8785
rosesrus777@gmail.com
arwcare@gmail.com

February 17, 2026

**Chris Ohler-Parks/Maintnance**

**Brian Miller PMT**
CITY OF BROKEN ARROW
485 N Poplar Ave
Broken Arrow, OK 74014

Dear Mr Ohler

I am writing to formally express my intent to renew the contract for Rose Maintenance, within the Roses District in downtown Main Street between Roses R Us, LLC. And The City of Broken Arrow for the year 2026-2027.

I propose that the terms and conditions of the current agreement remain in effect. There are no prices increases. I look forward to continuing our positive and productive working relationship.

Please confirm your acceptance of this renewal at your earliest convenience.

Sincerely,

Roses R Us, LLC.

Owner-Gerald K. Jimenez

# THE CITY OF BROKEN ARROW AND AMERICAN SERVICES, INC. AGREEMENT

This agreement made and entered into this __1__ day of __May_____, 2026, by and between the City of Broken Arrow, Oklahoma, hereinafter designated as "the City," and **American Services, Inc.**, of Tulsa, Oklahoma.

**WHEREAS**, said American Services, Inc., in consideration of the payments hereinafter specified and agreed to be made by the City, hereby covenants and agrees to perform all services as set forth herein to perform ground maintenance; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants, the parties hereto agree that the City shall pay American Services, Inc., an amount as set forth herein, for services rendered in accordance with this Agreement and the other attachments hereto all of which are hereby incorporated into and made a part of this agreement. The parties hereto agree as follows:

I. Adoption by Reference: The Request Quotation hereinafter know as Exhibit "A" is hereby adopted as part of this agreement.

II. Duties of American Services, Inc.: American Services, Inc., hereby agrees to complete the work identified in the **SCOPE OF WORK** in Exhibit "A" for the designated 8 park **PROJECT SITES** identified in Exhibit "A" . American Service, Inc.; will provide all necessary equipment to perform such duties. Any ruts and/or damages caused by American Service, Inc., will be repaired by American Services, Inc. as soon as practicable at no cost to the City. The dates during which the work shall be completed shall be determined by a City of Broken Arrow Department designee based on active growing conditions and available funding.

III. Compensation: American Services, Inc., agrees to perform the tasks as identified in the **SCOPE OF WORK** in Exhibit "A" for the designated 8 park **PROJECT SITES**, in accordance with the bid previously submitted and included in Exhibit "A". More specifically, American Services, Inc., shall be paid $1073.05 per completed grounds maintenance cycle. American Services, Inc., shall submit an invoice to the City weekly, at the completion of each grounds maintenance cycle, with the date and services provided to each project site.

IV. Duties of the City: In consideration of the agreement on the part of American Services, Inc., the City agrees to pay American Services, Inc., in accordance with Exhibit "A".

V. Term: This agreement shall be effective as of the date written above and shall continue until September 30th 2026.

VI. Governing Law: This Agreement shall be construed in accordance with, and governed by, the laws of the State of Oklahoma. Venue shall lie exclusively in Tulsa County, Oklahoma.

VII. Assignment: American Services, Inc., shall not delegate their duties under this agreement without the prior written consent of the City.

VIII. Insurance: American Services, Inc., hereby acknowledges it is insured in accordance with the minimum insurance amounts as required by the City.

IX. Indemnify: American Services, Inc., shall defend, indemnify, and hold harmless the City of Broken Arrow, its employees, departments, agents and officials from any and all claims, suits, or demands including attorney fees which may be made against the City of Broken Arrow, its employees, agents or officials arising from any act or omission by American Services, Inc., or its contractors or agents, in the performance of, or the failure to perform, its duties under this agreement.

X. Complete Agreement and Amendment: American Services, Inc., acknowledges that it is entering into this Agreement solely on the basis of the agreements and representations contained herein. This Agreement shall not be modified in any way except in writing signed by both parties and stating expressly that it constitutes a modification of this Agreement.

XI. Severability: If any term or provision of this Agreement shall be found to be illegal or otherwise unenforceable, the same shall not invalidate the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary by the adjudication to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

XII. Termination: This contract may be terminated at the sole discretion of the City of Broken Arrow at any time, without prior notice.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their duly authorized officers on the day and year written below.

**AMERICAN SERVICES, INC.:**

By: Logan Hendrix

Title: VP

Date: 3/31/2026

**CITY OF BROKEN ARROW:**

By: Michael Spurgeon

Title: City manager

Date: 3/31/2026

ATTEST:

Secretary (SEAL}

**ATTEST:**

Curtis Green

(Seal)

APPROVED AS TO FORM:

Attorney for the City

Exhibit A

CITY OF
BROKEN ARROW
*Where opportunity lives*

LOGISTICS DIVISION
1700 W. Detroit, Broken Arrow, OK 74012
Office (918) 259-7000 ext 7368 Fax (918) 259-8376

# QUOTE

Due Date: 3/18/2026 Time: 12:00 PM

**Fax or deliver your quote by the time & date due or your quote will not be considered for award. Quotes must be submitted on this form or they will not be considered for award.**

All items must be quoted F.O.B. Destination, Freight Prepaid.

| | Qty | Unit | Description (OR EQUIVALENT) | Unit Price | Total |
|---|---|---|---|---|---|
| | | | | | |
| | | | *Provide a unit cost for the required maintenance | | |
| | | | services as outlined in the attached "Grounds | | |
| | | | Maintenance Specs" (Price per Individual Cycle) | | |
| | | | | | |
| | 1 | EA | Jackson Park | 413.64 | 413.64 |
| | 1 | EA | Castlegate Detention Facility | 121.26 | 121.26 |
| | 1 | EA | City Hall & Annex Building Grounds and Lots | 175.18 | 175.18 |
| | 1 | EA | Rockwood East Park | 60.64 | 60.64 |
| | 1 | EA | Timberbrook Park | 67.36 | 67.36 |
| | 1 | EA | Main Place Complex | 60.64 | 60.64 |
| | 1 | EA | Battle Creek Pocket Park | 60.64 | 60.64 |
| | 1 | EA | Seniors Activiety Center | 113.69 | 113.69 |
| | | | | | |
| | | | | | |
| | | | Contact Park Maintnance at (918) 455-8004 | | |
| | | | for any questions or site maps. | | |
| | | | | | |
| | | | Vendor MUST provide Insurance Certificate that | | |
| | | | meets the City of Broken Arrow's minumum | | |
| | | | insurance requirements. | | |
| | | | | | |

8 Do **NOT** include sales tax. Broken Arrow is tax exempt.

GRAND TOTAL 1073.05

**Important Notice:** The City reserves the right to reject any or all parts thereof, and accept the quote most advantageous to the City. The City reserves the right to accept by item, groups of items or all items.

**Bidder must complete the following section:**

Quote is valid for 30 days

Name of bidder: American Services Inc.

Address: 10323 E 50th St (Street) Tulsa (City) OK (State) 74146 (Zip)

Attention:

Phone# / Fax# 918-624-1091

Signature of Bidder's Authorized Representative — Date 03/25/2026

**AMENDMENT NO. 1**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**GEODECA, LLC**
**FOR**
**S. HARP BLVD. DRAINAGE IMPROVEMENTS**
**PROJECT NO. SW25130**
Agenda Item 26-457

THIS **AMENDMENT NO. 1**, made and entered into this 7th day of April 2026, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and GEODECA, LLC, hereinafter referred to as "ENGINEER";

**WITNESSETH:**

**WHEREAS**, CITY and ENGINEER entered into an Agreement dated June 26th, 2025 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires SURVEYOR to provide a topographic survey for the drainage improvements project in the Cambridge Estates subdivision.

**WHEREAS**, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include permanent and temporary easement documents for the proposed storm sewer in the Cambridge Estates subdivision.

**WHEREAS,** the ORIGINAL AGREEMENT and Amendments No. 1 through No. 1 shall hereinafter collectively be referred to as the "Agreement"; and

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

**WHEREAS**, SURVEYOR 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 SURVEYOR to provide permanent and temporary easement documents for the proposed storm sewer located in the Cambridge Estates subdivision.

**2. CHANGE IN CONTRACT AMOUNT.**

As compensation for the additional work, CITY shall pay SURVEYOR in accordance with the terms as a change in the contract amount;

| | | |
|---|---|---|
| Original Contract Amount executed January 26th, 2026 | $ | 5,100.00 |
| Amendment No. 1 | $ | 1,170.00 |
| Revised Total Contract Amount | $ | 6,270.00 |

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 1 is 15 days from Notice to Proceed.

**4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 1 is effective upon signature of both parties.

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

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

Broken Arrow Municipal Authority:

By: Kenneth Schwab
Kenneth D. Schwab, Assistant City Manager-Operations
Date: 3/30/2026

Attest: Curtis Green
Secretary [Seal]
Date: 3/31/2026

BROKEN ARROW MUNICIPAL AUTHORITY CORPORATE SEAL OKLAHOMA

Professional Service Provider:
Geodecca, LLC

By: Carrie Muzika
Carrie Muzika
Title: Managing Member
Date: 3/18/26

Attest:
By: Russell Muzika
Russell Muzika
Title: Office Manager
Date: 3/18/26

Approved as to form:

D. Graham Parker
Assistant City Attorney

**VERIFICATIONS**

State of Oklahoma )
) §
County of Tulsa )

Before me, a Notary Public, on this 18th day of March 2026 Russell, personally appeared Russell Muzika, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: LLC Member (Please circle or specify) of Geodecca, LLC to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

JACOB ROBERT ELLIOTT
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES MAY 28, 2029
COMMISSION # 25006316

Notary Public

**ATTACHMENT A**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**GEODECA, LLC**
**FOR**
**S. HARP BLVD. DRAINAGE IMPROVEMENTS**
**PROJECT SW25130**

## SCOPE OF SERVICES

### 1.0 AMENDMENT SCOPE

1.1 Provide Permanent and Temporary Easement documents over the proposed storm sewer in the Cambridge Estates subdivision.

**ATTACHMENT B**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**GEODECA, LLC**
**FOR**
**S. HARP BLVD. DRAINAGE IMPROVEMENTS**
**PROJECT SW25130**

## ORGANIZATION OF SUBMITTAL DOCUMENTS

1.0 PERMANENT EASEMENT DOCUMENTS: The CONSULTANT shall submit in-full permanent and temporary easement documents in PDF format. It can be submitted via email, data download, or memory stick. The City will be responsible for obtaining and filing the easements.

**ATTACHMENT C**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**GEODECA, LLC**
**FOR**
**S. HARP BLVD. DRAINAGE IMPROVEMENTS**
**PROJECT SW25130**

## 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 Permanent Easement Documents: The OWNER shall pay the CONSULTANT a lump sum amount of $1170.00 for the completion of the permanent easement documents. 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**
**GEODECA, LLC**
**FOR**
**S. HARP BLVD. DRAINAGE IMPROVEMENTS**
**PROJECT SW25130**

## PROJECT SCHEDULE

**1.0 PERMANENT EASEMENT DOCUMENTS:** 15 Calendar days from NTP

**AMENDMENT NO. 1**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.**
**FOR**
**INDIAN SPRINGS STORM SEWER IMPROVEMENTS SURVEY**
**PROJECT NO. SW26100**

THIS **AMENDMENT NO. 1**, made and entered into this 7th day of April 2026, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Tulsa Engineering and Planning Associates, Inc., hereinafter referred to as "ENGINEER";

**WITNESSETH:**

**WHEREAS**, CITY and ENGINEER entered into an Agreement dated September 3rd, 2025 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires ENGINEER to provide a topographic survey for the (project) Indian Springs Storm Sewer Improvements project.

**WHEREAS**, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include permanent easement documents for the existing storm sewer on the Indian Springs Golf Course.

**WHEREAS,** the ORIGINAL AGREEMENT and Amendments No. 1 through No. 1 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 SURVEYOR to provide permanent easement documents for the existing storm sewer along the Indian Springs Golf Course.

**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 September 3rd, 2025 | $ | 6,500.00 |
| Amendment No. 1 | $ | 1,056.00 |
| Revised Total Contract Amount | $ | 7,556.00 |

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 1 is 30 days from Notice to Proceed.

**4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 1 is effective upon signature of both parties.

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

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

**OWNER:**
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: 3/17/26

**CONSULTANT:**
Tulsa Engineering and Planning Associates, Inc.

By: _____
Russell K. Fischer, President

Date: 13 MAR 2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: Curtis Green
City Clerk [Seal]

Date: 3/18/2026

Attest: _____
Kirk Richardson,
Secretary/Treasurer

Date: 3/13/26

Approved as to form:

D. Graham Parker
Assistant City Attorney

**VERIFICATION**

State of Oklahoma )
) §
County of Tulsa )

Before me, a Notary Public, on this 13th day of March, 2026, personally appeared Russell K. Fischer, known to be the President of Tulsa Engineering and Planning Associates, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

MAY 31, 2028

_____
Notary Public

JACK TABER
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES MAY 31, 2028
COMMISSION #12005192

**ATTACHMENT A**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.**
**FOR**
**INDIAN SPRINGS STORM SEWER IMPROVEMENTS SURVEY**
**PROJECT SW26100**

## SCOPE OF SERVICES

### 1.0 AMENDMENT SCOPE

1.1 Provide Permanent Easement documents over the existing storm sewer along the Indian Springs Golf Course.

**ATTACHMENT B**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.**
**FOR**
**INDIAN SPRINGS STORM SEWER IMPROVEMENTS SURVEY**
**PROJECT SW26100**

## ORGANIZATION OF SUBMITTAL DOCUMENTS

1.0 PERMANENT EASEMENT DOCUMENTS: The CONSULTANT shall submit in-full permanent easement documents in PDF format. It can be submitted via email, data download, or memory stick. The City will be responsible for obtaining and filing the easements.

**ATTACHMENT C**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.**
**FOR**
**INDIAN SPRINGS STORM SEWER IMPROVEMENTS SURVEY**
**PROJECT SW26100**

## 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 Permanent Easement Documents: The OWNER shall pay the CONSULTANT a lump sum amount of $1,056.00 for the completion of the permanent easement documents. 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**
**TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.**
**FOR**
**INDIAN SPRINGS STORM SEWER IMPROVEMENTS SURVEY**
**PROJECT SW26100**

## PROJECT SCHEDULE

**1.0 PERMANENT EASEMENT DOCUMENTS:** 30 Calendar days from NTP

**AMENDMENT NO. 1**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**CROSS TIMBERS CONSULTING**
**FOR**
**PROJECT NAME: S. 195TH AVE. STORM SEWER IMPROVEMENTS**
**PROJECT NO. SW25030**

THIS **AMENDMENT NO. 1**, made and entered into this 7th day of April 2026, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Cross Timbers Consulting, hereinafter referred to as "ENGINEER";

**WITNESSETH:**

**WHEREAS**, CITY and ENGINEER entered into an Agreement dated May 20th, 2025 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires ENGINEER to prepare construction documents for bidding purposes for the S. 195th Ave. Storm Sewer Improvements in the Steeple Chase subdivision.

**WHEREAS**, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include temporary construction easements and flowline depths of the Green Country Sanitary Sewer within the project area.

**WHEREAS,** the ORIGINAL AGREEMENT and Amendments No. 1 through No. 1 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 ENGINEER to provide four temporary construction easements and flowline depths of the Green County Sanitary Sewer within the project area.

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 May 20th, 2025 | $ 42,755.00 |
| Amendment No. 1 | $ 1,600.00 |
| Revised Total Contract Amount | $ 44,355.00 |

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 1 is 30 days from Notice to Proceed.

**4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 1 is effective upon signature of both parties.

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

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

**OWNER:**
City of Broken Arrow, a Municipal Corporation

By: Michael L. Spurgeon
Michael L. Spurgeon, City Manager

Date: 3/17/26

**CONSULTANT:**

Cross Timbers Consulting

By: Thomas Edwards
Thomas Edwards, President

Date: 3/13/26

(CORPORATE SEAL, IF APPLICABLE)

Attest: Curtis Green
City Clerk [Seal]

Date: 3/18/2026

Attest: Carla J. Edwards
Carla Edwards, Director of Finance, Operations, and Business Development

Date: 3/13/26

Approved as to form:

D. Graham Parker
Assistant City Attorney

**VERIFICATION**

State of Oklahoma )
) §
County of McClain )

Before me, a Notary Public, on this 13th day of March, 2026, personally appeared Thomas Edwards, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Cross Timbers Consulting, 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:

8/23/28

Megan Hightower
Notary Public

**ATTACHMENT A**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**CROSS TIMBERS CONSULTING**
**FOR**
**S. 195TH AVE. STORM SEWER IMPROVEMENTS**
**PROJECT SW25030**

## SCOPE OF SERVICES

### 1.0 AMENDMENT SCOPE

1.1 Provide Temporary Construction Easements and Sanitary Sewer manhole depths within the project area.

**ATTACHMENT B**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**CROSS TIMBERS CONSULTING**
**FOR**
**S. 195TH AVE. STORM SEWER IMPROVEMENTS**
**PROJECT SW25030**

## ORGANIZATION OF SUBMITTAL DOCUMENTS

1.0 TEMPORARY CONSTRUCTION EASEMENTS: The CONSULTANT shall submit in-full four (4) temporary construction easements within the project area. PDFs of the temporary easements can be submitted via email, data download, or memory stick.

2.0 SANITARY SEWER DEPTHS: Provide measure down depths within project area and show on the engineering plans the location of the sanitary sewer in relation to the proposed storm sewer system. Data to be provided on the Final engineering plans.

**ATTACHMENT C**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**CROSS TIMBERS CONSULTING**
**FOR**
**S. 195TH AVE. STORM SEWER IMPROVEMENTS**
**PROJECT SW25030**

## 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 Survey – Easements and Sanitary Sewer Measure Down Depths: The OWNER shall pay the CONSULTANT a lump sum amount of $1,600.00 for the completion of the easements and measure down data. 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**
**CROSS TIMBERS CONSULTING**
**FOR**
**S. 195TH AVE. STORM SEWER IMPROVEMENTS**
**PROJECT SW25030**

## PROJECT SCHEDULE

1.0 **EASEMENTS AND MEASURE DOWN DATA:** To be provided 30 days from effective date of signature of both parties.

**AMENDMENT NO. 1**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.**
**FOR**
**MILLICENT POND II DRAINAGE IMPROVEMENTS - SURVEY**
**PROJECT NO. SW26120**

THIS **AMENDMENT NO. 1**, made and entered into this 7th day of April 2026, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Tulsa Engineering and Planning Associates, Inc., hereinafter referred to as "ENGINEER";

**WITNESSETH:**

**WHEREAS**, CITY and ENGINEER entered into an Agreement dated January 26th, 2026 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires ENGINEER to provide a topographic survey for the (project) swale adjacent to the Millicent Pond II subdivision for drainage improvements.

**WHEREAS**, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include permanent easement documents for the overland drainage swale adjacent to Millicent Pond II subdivision.

**WHEREAS,** the ORIGINAL AGREEMENT and Amendments No. 1 through No. 1 shall hereinafter collectively be referred to as the "Agreement"; and

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

**WHEREAS**, SURVEYOR 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 SURVEYOR to provide permanent easement documents for the overland drainage swale adjacent to the Millicent Pond II subdivision.

**2. CHANGE IN CONTRACT AMOUNT.**

As compensation for the additional work, CITY shall pay SURVEYOR in accordance with the terms as a change in the contract amount;

| | | |
|---|---|---|
| Original Contract Amount executed January 26th, 2026 | $ | 3,000.00 |
| Amendment No. 1 | $ | 680.00 |
| Revised Total Contract Amount | $ | 3,680.00 |

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 1 is 30 days from Notice to Proceed.

**4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 1 is effective upon signature of both parties.

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

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

**OWNER:**
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: 3/17/26

**CONSULTANT:**
Tulsa Engineering and Planning Associates, Inc.

By: _____
Russell K. Fischer, President

Date: 13MAR2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: Curtis Green
City Clerk [Seal]

Date: 3/19/2026

Attest: _____
Kirk Richardson,
Secretary/Treasurer

Date: 3/13/26

Approved as to form:

D. Graham Parker
Assistant City Attorney

**VERIFICATION**

State of Oklahoma )
) §
County of Tulsa )

Before me, a Notary Public, on this 13th day of March, 2026, personally appeared Russell K. Fischer, known to be the President of Tulsa Engineering and Planning Associates, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

MAY 31, 2028

_____
Notary Public

JACK TABER
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES MAY 31, 2028
COMMISSION #12005192

**ATTACHMENT A**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.**
**FOR**
**MILLICENT POND II DRAINAGE IMPROVEMENTS - SURVEY**
**PROJECT SW26120**

## SCOPE OF SERVICES

### 1.0 AMENDMENT SCOPE

1.1 Provide Permanent Easement documents over the existing overland drainage swale adjacent to the Millicent Pond II subdivision.

**ATTACHMENT B**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.**
**FOR**
**MILLICENT POND II DRAINAGE IMPROVEMENTS - SURVEY**
**PROJECT SW26120**

## ORGANIZATION OF SUBMITTAL DOCUMENTS

1.0 PERMANENT EASEMENT DOCUMENTS: The CONSULTANT shall submit in-full permanent easement documents in PDF format. It can be submitted via email, data download, or memory stick. The City will be responsible for obtaining and filing the easements.

**ATTACHMENT C**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.**
**FOR**
**MILLICENT POND II DRAINAGE IMPROVEMENTS - SURVEY**
**PROJECT SW26120**

## 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 Permanent Easement Documents: The OWNER shall pay the CONSULTANT a lump sum amount of $680.00 for the completion of the permanent easement documents. 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**
**TULSA ENGINEERING AND PLANNING ASSOCIATES, INC.**
**FOR**
**MILLICENT POND II DRAINAGE IMPROVEMENTS - SURVEY**
**PROJECT SW26120**

## PROJECT SCHEDULE

**1.0 PERMANENT EASEMENT DOCUMENTS:** 30 Calendar days from NTP

**AMENDMENT NO. 4**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**SELSER SCHAEFER ARCHITECTS (NARRATE)**
**FOR**
**PROJECT NAME: OPERATIONS CENTER ADMINISTRATION BUILDING**
**PROJECT NO. 2317210**

THIS **AMENDMENT NO. 4**, made and entered into this _____ day of _____ 2026, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Selser Schaefer Architects (Narrate), hereinafter referred to as "ENGINEER";

**WITNESSETH:**

**WHEREAS**, CITY and ENGINEER entered into an Agreement dated December 18, 2024 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

**WHEREAS**, said ORIGINAL AGREEMENT requires ENGINEER to design and provide Construction Documents and specifications for the replacements of the upper roof wall panels including associated framing, sheathing, weather barrier and metal wall panel system for the Broken Arrow Operations Center Administration Building.

**WHEREAS**, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to include designs to separate electrical services for both the Broken Arrow Jail and the Operations Center Administration Building.

**WHEREAS,** the ORIGINAL AGREEMENT and Amendments No. 1 through No. 4 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 ENGINEER to conduct a site visit to observe and document the existing upper wall panels and roofing conditions, design and provide Construction Documents and specifications for the replacements of the upper roof wall panels including associated framing, sheathing, weather barrier and metal wall panel system. Additional Construction Administration associated with supplemental

scope such as submitted review, responding to questions, and site observations tasks.

**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 December 18, 2024 | $ | 243,100.00 |
| Amendment No. 1 | $ | 27,350.00 |
| Amendment No. 2 | $ | 25,300.00 |
| Amendment No. 3 | $ | 7,500.00 |
| Amendment No. 4 | $ | 4,500.00 |
| Revised Total Contract Amount | $ | 307,750.00 |

**3. AMENDED PROJECT SCHEDULE**

The schedule for Amendment No. 4 is 0 days from Notice to Proceed.

**4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.**

This Amendment No. 4 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:**

Selser Schaefer Architects (Narrate)

By: Ha/Sp
Hank Spieker, Partner

Date: 23 March 2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: Britton Howerton
Britton Howerton, Associate

Date: 3-23-26

Approved as to form:

Graham Parker
Assistant City Attorney

**VERIFICATION**

State of Oklahoma )
) §
County of Tulsa )

Before me, a Notary Public, on this 23 day of March, 2026, personally appeared Henry Spieker, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Selser Schaefer Architects (Narrate), 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**
**SELSER SCHAEFER ARCHITECTS (NARRATE)**
**FOR**
**OPERATIONS CENTER ADMINISTRATION BUILDING**
**PROJECT 2317210**

## SCOPE OF SERVICES

### 1.0 AMENDMENT SCOPE

1.1 conduct a site visit to observe and document the existing upper wall panels and roofing conditions.

1.2 Design and provide Construction Documents and specifications for the replacements of the upper roof wall panels including associated framing, sheathing, weather barrier and metal wall panel system.

1.3 Additional Construction Administration associated with supplemental scope such as submitted review, responding to questions, and site observations tasks.

**ATTACHMENT B**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW (OWNER)**
**AND**
**SELSER SCHAEFER ARCHITECTS (NARRATE)**
**FOR**
**OPERATIONS CENTER ADMINISTRATION BUILDING**
**PROJECT 2317210**

## ORGANIZATION OF SUBMITTAL DOCUMENTS

1.0 Upper Panel and Roofing Conditions Updates: The CONSULTANT shall submit in-full the design, construction documents, and specifications of the updated upper wall panels in PDF and a digital 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**
**SELSER SCHAEFER ARCHITECTS (NARRATE)**
**FOR**
**OPERATIONS CENTER ADMINISTRATION BUILDING**
**PROJECT 2317210**

## 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 Upper Panel and Roofing Conditions Updates: The OWNER shall pay the CONSULTANT a lump sum amount of $4,500.00 for the completion of the Upper Panel Design and Documents. 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**
**SELSER SCHAEFER ARCHITECTS (NARRATE)**
**FOR**
**OPERATIONS CENTER ADMINISTRATION BUILDING**
**PROJECT 2317210**

## PROJECT SCHEDULE

**2.0 Electrical Systems Update**
- 2.1 Notice to Proceed: TBD
- 2.2 Submit documents: 2 weeks

**AGREEMENT SUMMARY**
**CITY OF BROKEN ARROW**
**20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY**
**PROFESSIONAL CONSULTANT AGREEMENT**
**PROJECT NO. ST25340**

**1.0 Professional Consulting Firm:**

| | | |
|---|---|---|
| 1.1 | Name: | Kimley-Horn and Associates, Inc |
| 1.2 | Telephone No.: | 918.209.3191 |
| 1.3 | Address: | 1437 S. Boulder Ave., Suite 930<br>Tulsa, OK 74100 |

**2.0 Project Name/Location:** 20th Street - Hillside Drive Intersection & Corridor Study, Broken Arrow, OK

**3.0 Statement of Purpose:** CONSULTANT understands that the OWNER has retained their professional services to perform a traffic study and design improvements to the N. 20th Street and E. Hillside Drive corridor, Broken Arrow, OK. These services shall include, but not be limited to, the following: perform traffic analysis and conceptual planning including intersection alternatives, evaluation of alternatives and potential footprint, conceptual design for the preferred alternative, high level drainage/utility relocation/stormwater impacts and evaluation, and coordination to develop a conceptual planning report documenting the analysis, findings, and CONSULTANT'S recommendation.

**4.0 Agreement Summary:**

| | | |
|---|---|---|
| 4.1 | Original Agreement Amount: | $ 88,000.00 |
| | **TOTAL AGREEMENT AMOUNT** | $ 88,000.00 |
| 4.2 | Agreement Time: | 91 calendar days |
| 4.3 | Estimated Construction Cost: | TBD |

**5.0 Agreement Approved by the Owner on:** April 7, 2026

**AGREEMENT**
**FOR**
**PROFESSIONAL CONSULTANT SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**KIMLEY-HORN AND ASSOCIATES, INC.**
**FOR**
**20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY**
**PROJECT ST25340**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Kimley-Horn and Associates, Inc., (CONSULTANT);

**W I T N E S S E T H:**

WHEREAS, OWNER intends to perform a traffic study and design improvements to the N. 20th Street and E. Hillside Drive corridor (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

WHEREAS, CONSULTANT is qualified and capable to provide the professional services required;

NOW, therefore, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

**ARTICLE 1 - EFFECTIVE DATE**
This AGREEMENT shall be effective upon signature of both parties.

**ARTICLE 2 - GOVERNING LAW**
This AGREEMENT shall be governed by the laws of the State of Oklahoma and venue for any action concerning this Agreement shall be in the District Court of Tulsa County, Oklahoma.

**ARTICLE 3 - SERVICES TO BE PERFORMED BY CONSULTANT**
CONSULTANT shall perform the SERVICES described in Attachment A, Scope of Services. If construction phase services are included, the CONSULTANT shall be the OWNER'S agent and representative to observe, record and report with respect to all services that are required or authorized by the construction documents. OWNER and CONSULTANT agree that the services to be performed under this AGREEMENT by the CONSULTANT shall be as an independent contractor.

**ARTICLE 4 – ORGANIZATION OF SUBMITAL DOCUMENTS**
CONSULTANT shall prepare the documents as described in Attachment B as part of this Agreement.

**ARTICLE 5 - COMPENSATION**
OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation.

**ARTICLE 6 - OWNER'S RESPONSIBILITIES**
OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities and Special Conditions.

**ARTICLE 7 - STANDARD OF CARE**
CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

**ARTICLE 8 - LIABILITY**
8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

8.2 Indemnification. CONSULTANT agrees to defend, indemnify, and hold harmless OWNER, and its agents and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the negligent or intentional acts, errors, or omissions of CONSULTANT, its agents or employees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of OWNER and CONSULTANT, or their agents or employees, then they shall be borne by each party in proportion to each entity's own negligence.

8.3 Consequential Damages. OWNER shall not be liable to CONSULTANT for any special, indirect, or consequential damages resulting in any way from the performance of the SERVICES such as, but not limited to, loss of use, loss of revenue, or loss of anticipated profits.

8.4 Survival. Upon completion of all SERVICES, obligations, and duties provided for in this AGREEMENT, or if this AGREEMENT is terminated for any reason, the terms and conditions of this Article 8 shall survive.

**ARTICLE 9 - INSURANCE**
During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

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

CONSULTANT shall furnish OWNER certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to OWNER. All PROJECT sub-consultants shall be required to name OWNER and CONSULTANT as certificate holders on their certificate of insurance for the PROJECT, and shall be required to indemnify OWNER and CONSULTANT to the same extent. CONSULTANT shall be held responsible to submit certificates of insurance for sub-consultants to OWNER prior to the sub-consultant's release to commence work.

**ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY**
CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction

of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

**ARTICLE 11 - LIMITATIONS OF RESPONSIBILITIES FOR ACTS OF OTHERS**
CONSULTANT shall not at any time supervise, direct, control or have authority over any work performed by any employee, contractor or other agent of OWNER. CONSULTANT shall not be responsible for the acts or omissions of any employee, contractor or other agent associated with the PROJECT except for its own employees, subcontractors and other agents.

**ARTICLE 12 - OPINIONS OF COST AND SCHEDULE**
Since CONSULTANT has no control over the cost of labor, materials, or equipment furnished by others, or over the resources provided by others to meet PROJECT schedules, CONSULTANT'S opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will conform to OWNER'S cost estimates or that actual schedules will conform to OWNER'S projected schedules.

**ARTICLE 13 - REUSE OF DOCUMENTS**
All documents, including, but not limited to, drawings, specifications, and details, reports, etc. prepared by CONSULTANT pursuant to this AGREEMENT are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by CONSULTANT or others on extensions of the PROJECT or on any other project. Any reuse or adaptation without prior written verification by the OWNER for the specific purpose intended will be at CONSULTANT'S sole risk and without liability or legal exposure to the OWNER. CONSULTANT shall defend, indemnify, and hold harmless the OWNER against all claims, losses, damages, injuries, and expenses, including attorney's fees, arising out of or resulting from such reuse.

**ARTICLE 14 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**
Except as otherwise provided herein, engineering documents, drawings, and specifications prepared by CONSULTANT as part of the SERVICES shall become the property of OWNER. CONSULTANT shall retain its rights in its standard drawing details, specifications, data bases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the SERVICES shall remain the property of CONSULTANT, but shall be provided to the OWNER, at no additional expense to the OWNER.

**ARTICLE 15 - TERMINATION**
This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the either party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may suspend performance of this AGREEMENT for OWNER'S convenience upon written notice to CONSULTANT. Upon restart, an equitable adjustment may be made to CONSULTANT'S compensation, if the period of suspension has created an economic hardship for the CONSULTANT.

**ARTICLE 16 - DELAY IN PERFORMANCE**
Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or

authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

**ARTICLE 17 - WAIVER**
A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

**ARTICLE 18 - SEVERABILITY**
The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision which is of the essence of this AGREEMENT be determined void.

**ARTICLE 19 - INTEGRATION**
This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

**ARTICLE 20 - SUCCESSORS AND ASSIGNS**
To the extent permitted by Article 22, OWNER and CONSULTANT each binds itself and its successors and assigns to the other party to this AGREEMENT.

**ARTICLE 21 - ASSIGNMENT**
Neither OWNER nor CONSULTANT shall assign its duties under this AGREEMENT without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this AGREEMENT. Nothing contained in this Article shall prevent CONSULTANT from employing independent sub-consultants, associates, and sub-contractors to assist in the performance of the SERVICES. However, third party entities must comply with Article 9.

**ARTICLE 22 - THIRD PARTY RIGHTS**
Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

**ARTICLE 23 - COMPLETION**
CONSULTANT shall complete the services within the time frame outlined on Attachment E, Schedule, subject to conditions which are beyond the control of the CONSULTANT.

**ARTICLE 24 - IMMIGRATION COMPLIANCE**

24.1 Consultant shall demonstrate that they:

24.1.1 Have 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

24.1.2 Have 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 Consultants employees; and

24.1.3 Have 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

24.1.4 Have required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant 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.

24.2 CONSULTANT will indemnify, defend and hold harmless OWNER 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, CONSULTANT'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 CONSULTANT as set forth more fully in Paragraph 24.1 above.

**ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION**

CONSULTANT certifies, pursuant to 21 O.S. § 1289.31, that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not so discriminate during the term of this AGREEMENT. This clause applies only if CONSULTANT is a company with at least ten (10) full-time employees and the AGREEMENT value is at least $100,000 paid in whole or in part from City funds.

**ARTICLE 26 - COMMUNICATIONS**

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

OWNER: City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012
Contact: Travis Small, P.E., CFM
Transportation Division Manager

CONSULTANT: Kimley-Horn and Associates, Inc.
1437 S. Boulder Ave., Suite 930
Tulsa, OK 74100
918.209.3191

Contact Name: Jeremy Stahle, P.E., CFM
Project Manager, Tulsa Office

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of OWNER and CONSULTANT.

**ARTICLE 27 – ELECTRONIC SIGNATURES**

The OWNER and CONSULTANT agree this transaction may be completed by electronic means and an electronic signature on this AGREEMENT will be given the same legal effect as a handwritten signature and cannot be denied enforceability solely because it is in electronic form. If CONSULTANT signs this AGREEMENT electronically and/or submits documents electronically, CONSULTANT agrees to comply with OWNER'S requirements for submission of electronically signed and/or submitted documents.

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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 CONSULTANT 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

By: _____
Michael L. Spurgeon, City Manager

Date: _____

**CONSULTANT:**
Kimley-Horn and Associates, Inc.

By: Douglas Arnold
Douglas Arnold, Contract Specialist

Date: 3/30/2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
Curtis Green, City Clerk

Date: _____

Attest: Luke Schmidt
Luke Schmidt, Vice President

Date: 3/31/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

**VERIFICATION**

State of Oklahoma )
) §
County of Oklahoma )

Before me, a Notary Public, on this 31st day of March, 2026, personally appeared Douglas Arnold, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: Contract Specialist ) of Kimley-Horn and Associates, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
08/21/2028

Wendy Mignosa
Notary Public

**ATTACHMENT A**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**KIMLEY-HORN AND ASSOCIATES, INC.**
**FOR**
**20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY**
**PROJECT ST25340**

## SCOPE OF SERVICES

The following scope of services shall be made a part of the AGREEMENT dated the 7th of April 2026.

## 1.0 PROJECT UNDERSTANDING

CONSULTANT understands that the OWNER has retained their professional services to prepare a traffic study and conceptual design centered around the N. 20th Street and E. Hillside Drive corridor.

In addition, the CONSULTANT understands that the OWNER has **$ 88,000** budgeted for this PROJECT that includes all professional consultant fees for the planning study. The CONSULTANT is required to keep the OWNER apprised of the PROJECT costs and advise the OWNER of necessary cost reduction measures, if required, during the course of the PROJECT.

Furthermore, CONSULTANT understands: The intent of this project is to evaluate multiple intersection improvement options. The goal of the project is to determine possible reconstruction options to improve mobility to support the proposed developments in the study area.

The intent of the analysis is to determine a preferred intersection design, develop test fit concepts, determine potential ROW/Utility impacts and opportunities, and develop a conceptual planning report. The conceptual planning report will discuss possible drainage impacts, franchise utility relocation impacts, right-of-way/easement impacts and the findings of the traffic/safety study. This contract may be amended for preliminary and final design.

## 2.0 PROJECT SCOPE

CONSULTANT shall perform traffic analysis and conceptual planning including intersection alternatives, evaluation of alternatives and potential footprint, conceptual design for the preferred alternative, high level drainage/utility relocation/stormwater impacts and evaluation, and coordination to develop a conceptual planning report documenting the analysis, findings, and CONSULTANT'S recommendation.

It is anticipated that the CONSULTANT may provide preliminary design, final design, and construction services by a future authorization as an amendment.

## 3.0 SCOPE OF SERVICES

3.1 DATA COLLECTION AND ANALYSIS PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.1.1 Collect traffic counts and field observations in the vicinity of the intersection:

- 6 hours of turning movement counts at up to seven (7) intersections along the E Hillside Drive and Kenosha Street, vehicle classifications (lights, mediums, and articulated trucks), and pedestrian and/or bicycle counts at the crosswalks. This includes the following intersections:
    - E Hillside Drive at N 9th Street
    - E Hillside Drive at N 10th Street
    - E Hillside Drive at N 20th Street
    - E Hillside Drive at N 23rd Street
    - E Kenosha Street at N 23rd Street
    - E Kenosha Street at N 20th Street
    - E Kenosha Street at Broken Arrow Expressway (Ramp)



3.1.2 Review historical Average Daily Traffic (ADT) via INCOG's website, ODOT historic traffic data, and OWNER provided traffic studies.

3.1.3 Evaluate Capacity Analysis for Planning of Junctions (CAP-X) Spreadsheet Tool for the intersection of E Hillside Drive at N 20th Street.

3.1.4 Evaluate design vehicle and accommodation vehicle to be considered for project with the OWNER

- Use 2018 AASHTO vehicle templates, unless approved by the OWNER otherwise.

- The largest anticipated vehicle shall be approved by the OWNER prior to design. A WB-62 will be considered the typical design vehicle for suburban and urban context, unless truck permit routing or nearby facilities dictate the need for a larger vehicle.

- Use OWNER fire truck template for on-pavement checks.

3.1.5 Collect and review crash records for the subject intersections for the preceding five years using the ODOT's database and any OWNER provided records.

3.1.6 Develop an intersection model and perform intersection analysis using Synchro 12™.

- Develop both existing traffic volumes and forecasted 2036 traffic volumes to determine the traffic demand at the intersection.
- Evaluate up to three (3) intersection alternatives in the developed transportation analysis mode for the intersection of E Hillside Drive at N 20th Street. Evaluation shall include high level review of impacts to: overall footprint and right-of-way, utilities, stormwater, traffic/safety, constructability, etc.
- Evaluate potential intersection capacity improvements at the other intersections.
- Compare delay and Level of Service (LOS) operations between the models and alternatives

3.1.7 Submit one (1) PDF file of the Planning Level Corridor Traffic Study Memo for review by OWNER.

3.2 LAND SURVEY and GEOTECHNICAL SERVICES: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.2.1 Check horizontal and vertical control necessary for the design and construction of the project including the establishment of reference points and benchmarks at each end and at interim points of the project and setting PK nails, at distances no greater than 500 feet between PK nails and at offset locations sufficient as to not be disturbed during construction, throughout the project. Control shall be in accordance with the OWNER'S Engineering Design Criteria.

3.2.2 Review all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.

3.2.3 Research and field-verify (typically S.U.E. level "C"), the horizontal and vertical locations of all public and private utilities within the project boundary, which may be in conflict with the project and include in base survey along with all pertinent utility easements. It is incumbent upon CONSULTANT to determine if further investigation is necessary and advise OWNER of such need.

3.2.4 Review and Evaluate existing right-of-way and easements.

3.2.5 Determine preliminary ROW and easements needs for the proposed improvements.

3.2.6 Submit one (1) drawing on electronic media (latest AutoCAD version preferred by the City) and one (1) PDF file of the final survey review. This document provided to the OWNER will be regarded as the Design Survey.

3.2.7 Geotechnical investigation and testing to include:

- Visual observations of the site
- Coring of the existing pavement in four (4) locations within the reconstruction extents
- Subsurface observations and testing of the existing subgrade soils at the four (4) pavement core locations via the use of a hand auger and Dynamic Cone Penetrometer (DCP) test to depths of 5 feet below existing site grades
- Visual classification and laboratory testing of the soils encountered including one (1) Standard Proctor test and one (1) California Bearing Ratio (CBR) test and an overall assessment of the site.
- Findings of the investigation will be reported in letter format and will include recommendations for earthwork including preparation of pavement subgrades as well as recommended pavement sections.

3.3 CONCEPTUAL DESIGN PHASE: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.3.1 Based upon approval of planning level corridor traffic study memo from section 3.1.7 above, develop conceptual plan for the proposed intersection improvement option for 20th & Hillside Drive based on the recommended alternative. Improvements should be limited to within 500' of the intersection. Develop conceptual intersection concepts to estimate the footprint of potential improvements.

3.3.2 Develop up to three (3) conceptual alternative routing plans for additional connectivity for intersection congestion, which may include:

- Extension of N 15th Street, P Princeton Street N, or other parallel route improving connectivity
- E Kenosha Street at Broken Arrow Expressway Terminals
- Other identified alternatives routes as part of the study

3.3.3 Identify estimated right-of-way required to accommodate potential intersection improvements at 20th & Hillside Drive.

3.3.4 Identify conceptual stormwater and utility relocation designs for 20th & Hillside intersection improvements.

3.3.5 Develop conceptual level Opinion of Probable Construction Cost (OPCC) summaries.

3.3.6 Submit one (1) PDF file of the Planning & Conceptual design, and OPCC using a 20% contingency.

3.3.7 Attend up to three (3) meetings with the OWNER/stakeholders to review the Conceptual Design Phase submittal and provide comments. Meetings may include

- OWNER kickoff meeting
- OWNER coordination meeting
- OWNER comment review meeting

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**ATTACHMENT B**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**KIMLEY-HORN AND ASSOCIATES, INC.**
**FOR**
**20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY**
**PROJECT ST25340**

## ORGANIZATION OF SUBMITTAL DOCUMENTS

The following constitutes a list of project deliverables, as required, and shall be part of an amendment to the AGREEMENT dated the 7th of April, 2026.

**1.0 PLANNING AND CONCEPTUAL DESIGN PHASE:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

1.1 Planning Level Corridor Traffic Study Memo;
1.2 Conceptual Intersection Concepts;
1.3 Conceptual Alternative Routing Plans for Additional Connectivity to Intersection Congestion;
1.4 Opinion of Probable Construction Cost;

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**ATTACHMENT C**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**KIMLEY-HORN AND ASSOCIATES, INC.**
**FOR**
**20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY**
**PROJECT ST25340**

## COMPENSATION AND ADDITIONAL SERVICES

The following compensation and hourly rates shall apply as described in Attachment C and shall be made a part of the AGREEMENT dated the 7th of April 2026.

## 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 Task 3.1. Data Collection and Analysis Phase

1.1.1 The OWNER shall pay the CONSULTANT a lump sum amount of **$3,500.00** for the completion of the Traffic Count Services. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.1.2 The OWNER shall pay the CONSULTANT a lump sum amount of **$21,000.00** for the Traffic Data Analysis Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Task 3.2. Topographic Land Survey and Geotechnical Services

1.2.1 The OWNER shall pay the CONSULTANT a lump sum amount of **$12,600.00** for the completion of the Land Survey. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2.2 The OWNER shall pay the CONSULTANT a lump sum amount of **$6,600.00** for the completion of the Geotechnical Services. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Task 3.3. Planning and Conceptual Design Phase

1.3.1 The OWNER shall pay the CONSULTANT a lump sum amount of **$44,300.00** for the completion of the Planning And Conceptual Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

## 2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth below include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit and effective through June 30, 2026.

| | |
|---|---|
| Analyst | $145 - $230 |
| Professional | $230 - $260 |
| Senior Professional I | $270 - $345 |
| Senior Professional II | $360 - $430 |
| Senior Technical Support | $130 - $310 |
| Support Staff | $95 - $160 |
| Technical Support | $110 - $180 |

## 3.0 REPRODUCTION

All charges for reproduction shall be included in Basic Compensation Fee of the Professional Consultant. No separate payment will be made for these expenses.

## 4.0 MILEAGE

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

## 5.0 DIRECT COSTS

All direct costs shall be included in the Basic Compensation of the Professional Consultant. No separate payment will be made for these expenses.

## 6.0 ADJUSTMENT CLAUSE

The rates and costs described in this AGREEMENT shall not be revised annually, unless mutually agreed upon by both parties.

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**ATTACHMENT D**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
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**KIMLEY-HORN AND ASSOCIATES, INC.**
**FOR**
**20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY**
**PROJECT ST25340**

## OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

The following list of special OWNER'S responsibilities and contract special conditions shall be made a part of this AGREEMENT dated the 7th of April 2026.

## 1.0 OWNER'S RESPONSIBILITIES

1.1 OWNER shall furnish to CONSULTANT all available information pertinent to the PROJECT including previous reports and any other data relative to design and construction of the PROJECT;

1.2 OWNER shall furnish to CONSULTANT all public utility information available relative to the design and construction of the PROJECT. Consultant topographical survey shall locate all utilities above and below ground for exact location;

1.3 OWNER shall furnish to CONSULTANT list of codes adopted by the municipality as well as subdivision regulations, design criteria and construction standards and specifications that may be pertinent to the design and construction of the PROJECT;

1.4 OWNER shall be responsible for all permit fees, including USACOE, DEQ and FEMA fees, and for all reproduction costs associated with the bidding of the final approved construction documents required for the construction of this PROJECT;

1.5 OWNER shall be responsible for all land/easement acquisition costs and filing of the required legal documents, if necessary; and

1.6 OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the SERVICES of the CONSULTANT.

## 2.0 SPECIAL CONDITIONS

2.1 None

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**ATTACHMENT E**
**TO**
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**
**BETWEEN**
**CITY OF BROKEN ARROW**
**AND**
**KIMLEY-HORN AND ASSOCIATES, INC.**
**FOR**
**20TH STREET - HILLSIDE DRIVE INTERSECTION & CORRIDOR STUDY**
**PROJECT ST25340**

## PROJECT SCHEDULE

The following schedule shall be made a part of the AGREEMENT dated the 7th of April 2026.

### 1.0 PLANNING AND CONCEPTUAL DESIGN PHASE:

1.1 Notice to Proceed:
1.1a Collection of Traffic Data: 14 calendar days
1.1b Collection of Topographic Survey and Geotechnical Services: 28 calendar days
1.2 Preparation of Planning Level Corridor Traffic Study Memo from Receipt of Traffic Counts: 21 calendar days
1.3 Owner Review: 7 calendar days
1.4 Based on the Preferred Alternative Selected, Develop the Conceptual Intersection Concept: 21 calendar days
1.5 Owner Review: 14 calendar days
1.6 Preparation of Final Corridor Traffic Study Memo and Conceptual Intersection Concepts: 14 calendar days
1.7 Total: 91 calendar days

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