



**City of Broken Arrow**  
**Meeting Agenda**  
**Broken Arrow City Council**

*Mayor Craig Thurmond*  
*Vice Mayor Scott Eudey*  
*Council Member Mike Lester*  
*Council Member Johnnie Parks*  
*Council Member Debra Wimpee*

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**Tuesday, April 2, 2019**

**5:30 PM**

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

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**NOTICE OF AGENDA OF RESCHEDULED MEETING**

**1. Call to Order**

**2. Invocation**

**3. Roll Call**

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

**5. Consideration of Consent Agenda**

- A.     [19-7](#)             Approval of the City Council Meeting Minutes of March 19, 2019

**Attachments:**     [03-19-2019 City Council Minutes](#)

- B.     [19-266](#)        Approval of and authorization to execute a Proclamation declaring the week of April 14 - 20, 2019, as National Telecommunicators Week

**Attachments:**     [FY19 PROCLAMATION Telecommunicators week 2019](#)

- C.     [19-393](#)        Approval of and authorization to execute the FY-18 Single Audit Engagement Letter with Arledge & Associates, P.C. to conduct the Fiscal Year 2018 Audit and State Auditor and Inspector's Report

**Attachments:**     [Arledge & Associates 2018 Engagement](#)

- D.     [19-240](#)        Approval of and authorization to execute a Master Consulting Agreement between the City of Broken Arrow and Industrial/Organizational Solutions to provide Promotional Examinations for the Fire Department

**Attachments:**     [2019 IOS Contract](#)  
                          [IOS 2018 Fee schedule](#)

- E.     [19-399](#)        Approval of and authorization to execute a Memorandum of Understanding between the City of Broken Arrow and Broken Arrow Public Schools, for the donation of permanent right of way parcels located along the Broken

**Attachments:** [Memorandum of Understanding](#)

- F. [19-386](#) Award the most advantageous bid to Kelly-Cresswell for the purchase of one (1) truck mounted, airless road striping machine for the Streets and Stormwater Department

**Attachments:** [Bid Tab 19.153](#)

- G. [19-374](#) Award the most advantageous bid to Premier Truck Group # 2 for the purchase of one (1) 2020 Western Star 4700 SF with Firehouse D2 Standard dump truck for the Streets and Stormwater Department

**Attachments:** [Bid Tab 19.152](#)

- H. [19-365](#) Approval of and authorization to purchase one (1) Ford Explorer from Bill Knight Ford, pursuant to the Oklahoma Statewide Contract, for the Conventions and Visitors' Bureau and Business Retention and Expansion Departments

**Attachments:** [Bid Tab](#)

- I. [19-377](#) Approval of and authorization to purchase one (1) 1-ton crew cab & chassis truck from Bill Knight Ford, pursuant to the Oklahoma Statewide Vehicle Contract, for the Streets and Stormwater Department

**Attachments:** [State Contract 1000009326 Bid Tabulation for 1-ton crew cab & chassis truck](#)

- J. [19-385](#) Acceptance of a Temporary Construction Easement consisting of 1.2980 acres from Glenda and Thomas Bogle, the owners, on property located at 13545 South 177th East Avenue located in part of the Northwest Quarter of Section 12, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma, and authorization for payment in the amount of \$4,080.00 for the County Line Trunk Sewer Replacement, Parcel 3.A (Project No. S.1609A)

**Attachments:** [Acceptance Letter](#)  
[Temporary Construction Easement](#)

- K. [18-1426](#) Approval of the Broken Arrow City Council Claims List for April 02, 2019

**Attachments:** [04-02-19 CL.pdf](#)

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

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

- A. [19-402](#) Presentation of Recognition Certificate to Broken Arrow High School Student Chloe Dean for C-Span StudentCam Award

**Attachments:** [RECOGNITION CERTIFICATE\\_C-Span StudentCam Competition 2019 Chloe](#)

- B. [19-398](#) A public hearing regarding the annexation of property located on approximately 1,240 acres located south of Dearborn Street (41st), east of

51st Street (Evans Road / 225th East Avenue) within all of Section 28, Township 19 North, Range 15 East, and parts of Section 27, Township 19 North, Range 15 East, and Section 33, Township 19 North, Range 15 East, and Section 4, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma and thereby amending the city's northern fence line in Wagoner County

**Attachments:**    [Legal Notice of Annexation](#)  
[EXHIBIT A](#)

- C.    [19-395](#)    Consideration, discussion, and possible approval of and authorization to execute a Proclamation in support of the 2020 Decennial Census

**Attachments:**    [Proclamation 4-2-19](#)

**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.    [19-401](#)    Consideration, discussion, and possible approval of Resolution No. 1201, a Resolution of the City of Broken Arrow accepting a General Warranty Deed from the Broken Arrow Municipal Authority (BAMA) conveying all right, title, and interest in approximately 80 acres of land situated at 21500 East 96th Street, within the City of Broken Arrow, Wagoner County, State of Oklahoma; and containing other provisions relating thereto

**Attachments:**    [Resolution No. 1201](#)

- B.    [19-391](#)    Consideration, discussion, and possible approval of Resolution No. 1203, a Resolution of the Broken Arrow City Council, approving and authorizing execution of a certain Contract for Sale and Exchange of Real Estate by and among the City of Broken Arrow and the Independent School District No. 3 of Tulsa County, Oklahoma, a/k/a Broken Arrow Public Schools (the "District"), designating representatives of the City Council for purposes of granting certain approvals and executing certain instruments as required under and in connection with said contract; authorizing the acceptance of a General Warranty Deed from the District conveying all right, title and interest in the approximate 54.403 acres of identified as a tract of land that is part of Lot One (1), Block One (1), BAPS Elementary + ECDC - West Florence Street, and addition to the City of Broken Arrow, Tulsa County, State of Oklahoma; authorizing the conveyance of a General Warranty Deed to the District conveying all right, title and interest in the approximate 38.734 acres of city-owned property identified as a tract of land that is part of the Northwest Quarter (NW/4) and part of the Southwest Quarter (SW4) in Section Twenty (20), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma and containing other provisions relating thereto

**Attachments:**    [Contract for Sale & Exchange of Real Estate with exhibits](#)  
[Res. 1203](#)  
[Exhibits A and B](#)

- C.    [19-345](#)            Consideration, discussion, and possible approval of and authorization to execute a Professional Consultant Agreement with Guy Engineering Services, Inc., for design of Houston Street Widening from 9th Street to Old Hwy 51 (Project No. ST 1926)

**Attachments:**    [Professional Agreement](#)

- D.    [19-368](#)            Consideration, discussion, and possible approval of the reappointment of Mark Jones to the City of Broken Arrow Planning Commission for a three-year term to expire May 1, 2022

#### **10. Preview Ordinances**

- A.    [19-389](#)            Consideration, discussion, and possible preview of an Ordinance for voluntary annexation of approximately 1,240 acres located south of Dearborn Street (41st), east of 51st Street (Evans Road / 225th East Avenue) within all of Section 28, Township 19 North, Range 15 East, and parts of Section 27, Township 19 North, Range 15 East, and Section 33, Township 19 North, Range 15 East, and Section 4, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma and thereby amending the city's northern fence line in Wagoner County, repealing all ordinances to the contrary; and declaring an emergency

**Attachments:**    [Preview Ordinance Fair Oaks](#)  
[LEGAL NOTICE OF ANNEXATION](#)  
[EXHIBIT A](#)

#### **11. Ordinances - NONE**

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

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

#### **14. Executive Session - NONE**

#### **15. Adjournment**

**NOTICE:**



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.

POSTED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_  
a.m./p.m.

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City Clerk



# City of Broken Arrow

## Request for Action

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**File #: 19-7, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-02-2019**

**Title:**

Approval of the City Council Meeting Minutes of March 19, 2019

**Background:**

Minutes recorded for the City Council Meeting.

**Cost:** \$190.92

**Funding Source:** City Clerk Operational Fund

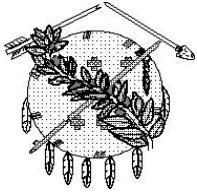
**Requested By:** Russell Gale, Assistant City Manager of Administration

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** 03-19-19 City Council meeting minutes

**Recommendation:**

Approve the minutes of March 19, 2019 for the City Council meeting.



## City of Broken Arrow

### Minutes City Council

City Hall  
220 S 1st Street  
Broken Arrow OK  
74012

*Mayor Craig Thurmond*  
*Vice Mayor Scott Eudey*  
*Council Member Mike Lester*  
*Council Member Johnnie Parks*  
*Council Member Debra Wimpee*

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<b>Tuesday, March 19, 2019</b>	<b>Time 6:30 p.m.</b>	<b>Council Chambers</b>
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#### 1. Call to Order

Mayor Craig Thurmond called the meeting to order at approximately 6:30 p.m.

#### 2. Invocation

Invocation was performed by Pastor Andrew Conley.

#### 3. Roll Call

**Present:** 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

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

Council Member Johnnie Parks led the Pledge of Allegiance to the Flag.

#### 5. Consideration of Consent Agenda

Mayor Thurmond asked if there were any items to be removed from the Consent Agenda. There were none.

MOTION: A motion was made by Mike Lester, seconded by Scott Eudey.

##### **Move to approve the Consent Agenda**

The motion carried by the following vote:

**Aye:** 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

- |           |                |   |
|-----------|----------------|---|
| <b>A.</b> | <b>19-6</b>    | <b>Approval of the City Council Meeting Minutes of March 5, 2019</b>  |
| <b>B.</b> | <b>19-335</b>  | <b>Accept Planning Commission meeting minutes of February 14, 2019</b>  |
| <b>C.</b> | <b>19-361</b>  | <b>Ratification of Workers' Compensation Settlement for Kevin Smith, former Fire Department employee</b>  |
| <b>D.</b> | <b>19-338</b>  | <b>Approval of and authorization to execute a Proclamation declaring the week of March 25, 2019 Arbor Week</b>  |
| <b>E.</b> | <b>19-363</b>  | <b>Approval of and authorization to execute a Certificate of Recognition declaring June through August 2019 as "Play Ball Summer" throughout the City of Broken Arrow</b>   |
| <b>F.</b> | <b>19-304</b>  | <b>Approval of and authorization to execute an Interlocal Agreement between Broken Arrow Public Schools (Independent School District No. 3) and the City of Broken Arrow to provide funding for school crossing guards</b>                              |
| <b>G.</b> | <b>19-305</b>  | <b>Approval of and authorization to execute an Interlocal Agreement between the Union School District (Independent School District No. 9) and the City of Broken Arrow to provide funding for school crossing guards</b>                                |
| <b>H.</b> | <b>19-303</b>  | <b>Approval of and authorization to execute an Interlocal School Resource Officer Agreement between the Union School District and the City of Broken Arrow</b>  |
| <b>I.</b> | <b>19-329</b>  | <b>Approval of and authorization to purchase one (1) Ford Fusion from Bill Knight Ford, pursuant to the Oklahoma Statewide Contract, for the City Hall staff pool car</b>   |
| <b>J.</b> | <b>19-354</b>  | <b>Award the most advantageous bid to Construction Sales and Service Inc. for the purchase of one (1) four-wheel-drive tractor for the Battle Creek Golf course</b>   |
| <b>K.</b> | <b>19-341</b>  | <b>Approval of and authorization to execute Change Order CO1 for Construction Contract ST1210; 9th Street Widening, Elgin to El Paso</b>  |
| <b>L.</b> | <b>19-342</b>  | <b>Approval of and authorization to execute Change Order CO1 for Construction Contract 171703; Tiger Hill Soldier Pile Retaining Wall</b>   |
| <b>M.</b> | <b>19-334</b>  | <b>Approval of PUD-280A (Planned Unit Development) and BAZ-2023 (Rezoning), The Villages at Seven Oaks South, 0.43 acres, A-1 to RS-3 (BAZ-1622) to RS-3 to RS-4/PUD-280A, located one-quarter mile east of 9th Street, south of New Orleans Street</b> |
| <b>N.</b> | <b>18-1423</b> | <b>Approval of the Broken Arrow City Council Claims List for March 19, 2019</b>   |

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

There were no Items removed from the Consent Agenda. No action was required or taken.

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

### **A. 19-337 Presentation of a Certificate of Recognition to Zeeco, Inc. for reaching the milestone of 40 years of business in Broken Arrow**

City Manager Michael Spurgeon introduced Marlin Goodwyn, representing Zeeco. He stated there was a presentation of recognition to Zeeco for reaching the milestone of 40 years in business in Broken Arrow. He gave a brief history of Zeeco Company, a global leader in the design, engineering, and manufacturing of combustion equipment, headquartered in Broken Arrow, with more than 20 locations and over 1,000 employees. He reported Zeeco was pleased to maintain headquarters in Broken Arrow. He invited the City Council to attend Zeeco's 40<sup>th</sup> Anniversary Event and again present the Certificate of Appreciation.

Mayor Thurmond and City Manager Spurgeon presented a Certificate of Appreciation to Mr. Marlin Goodwyn representing Zeeco.

### **B. 19-353 Presentation regarding update on the City Street Maintenance Program funded through Street Sales Tax**

City Manager Spurgeon gave a brief history of the Street Sales Tax City Street Maintenance Program and indicated Mr. Rocky Henkel would periodically make presentations regarding the progress of the improvements.

Director of Streets and Stormwater, Rocky Henkel, reported in December, 2018, the City Wide Striping contract, which included lane markings and stripe refreshing of approximately 16 miles of roadway, was completed. He reported the Indian Springs Asphalt Rehabilitation Mill and Overlay, the New Tulsa Estates Asphalt Rehabilitation Mill and Overlay, and the Foster Lewis Asphalt Rehabilitation Mill and Overlay projects were completed in December, 2018. He reviewed the PCI index and explained projects were chosen according to low PCI index scores. He displayed pictures of the finished projects. He noted the Wolf Creek project, which included asphalt rehabilitation mill and overlay, concrete panel replacement, sidewalk and ADA (Americans with Disabilities Act) ramp construction, was approximately 50% complete and would be completed June 1, 2019. He noted the Central Park Estates project, a concrete panel replacement project, was approximately 45% complete. He stated Arrow Acres, an Asphalt Rehabilitation Mill and Overlay project was approximately 33% complete and he believed the project would be completed by the end of March 2019. He indicated Angus Acres, an Asphalt Rehabilitation Mill and Overlay project was approximately 25% complete, the Kenwood Hills Asphalt Rehabilitation Mill and Overlay project was approximately 33% complete, the 6100 Center Concrete Panel Replacement project was approximately 10% complete and the Crack Sealing Preventative Maintenance project was approximately 80% Complete. He displayed pictures of some completed project work. He noted the remaining work to be completed included Arrow Springs Asphalt Rehabilitation, Hidden Springs Asphalt Rehabilitation, Wedgewood 2nd Addition Concrete Panel Replacement project, Concrete Package #1 Concrete Panel Replacement project in Vandever 6th, Aspen Pond, Forest Ridge, Millicent Pond, South Brook and Stacey Lynn VII, and the Annual Sidewalk Maintenance project. He reported the following projects were complete: Arrow Park Asphalt Rehabilitation, Old Town Asphalt Rehabilitation, and Florence St. Bridge Repairs. He indicated the total budgeted amount for the completed work was \$915,300 dollars, the total budgeted amount for work in progress was \$2,702,100 dollars, the total budgeted amount for remaining work was \$2,298,000 dollars and the total budgeted amount for additional work completed was \$224,730 dollars total.

Council Member Mike Lester asked about the Ash project. Mr. Alex Mills, Director of Engineering responded the City was ready for asphalt as the concrete work had been completed and the prep work behind the curbs was complete. He stated he hoped by the end of the week the asphalt crews would be working, and finished by the beginning of next week.

City Manager Spurgeon asked Mr. Henkel to meet with him regarding possibly widening the road which led to the Wastewater Treatment Plant. Mr. Henkel agreed. City Manager Spurgeon asked about the restriping of the Rose District. Mr. Henkel indicated this project would begin in the next two to three weeks and work would be done at night.

### **C. 19-339 Presentation of the City of Broken Arrow Project Website**

Engineering and Construction Director Alex Mills reviewed the Broken Arrow Project Website. He noted the website was a group effort by several Departments. He indicated it was an excellent tool enabling interested parties to obtain updated information regarding Broken Arrow Construction Projects. He noted the website was not complete, but would be ready for publication soon. He reviewed the various website tabs and indicated the projects in blue were Tulsa County Projects, projects in green were prior GO Bond projects, and projects in yellow were the 2018 GO Bond projects. He illustrated how the information was displayed and the various ways to access information via the website. The website tabs included Residential, Public Safety, Residential Street Rehabilitation, Quality of Life, Public Facilities, Stormwater and Drainage, Water Utility CIP (Capital Improvement Program), and Sanitary Sewer System. He noted the website should be up and running in the next few weeks.

Council Member Debra Wimpee stated this was an excellent website and believed the Citizens of Broken Arrow would especially appreciate the Quality of Life project information. Council Member Johnnie Parks asked how the website would be updated. Mr. Mills responded his Department would update the website at regular intervals. Vice Mayor Eudey stated he was often asked about the status of projects and he was pleased to have this website as a reference for both himself and others. Discussion ensued regarding the benefits of this website, residents being able to discover where parks were located throughout the City, the possibility of residents being upset when a date changed, and the possibility of including a “project updated on” date.

**D. 19-351 Consideration, discussion, possible approval of, and authorization to execute a Proclamation declaring support for and encouraging participation in the 2019 Wyland National Mayor’s Challenge for Water Conservation**

Utilities Director, Charles Vokes, introduced Pretreatment Coordinator Lauren Wilson. Ms. Lauren Wilson presented a Proclamation which declared support for and encouraged participation in the 2019 Wyland National Mayor’s Challenge for Water Conservation. She explained the Challenge was a friendly contest led by Mayors from across the U.S. which encouraged residents to practice water-wise habits. She stated residents in participating cities were asked to take an online pledge to make small changes which would have large impacts on water resources. She noted the city with the most residents who took the pledge would win bragging rights and a 2019 Toyota Highlander Hybrid to be awarded to a local city charity. She explained residents could win prizes such as \$3,000 towards utility bills, gift cards, and irrigation supplies. She noted Jeff Bigby of Broken Arrow won \$100 dollars last year during the contest. She indicated Broken Arrow ranked 18<sup>th</sup> last year, but she hoped Broken Arrow would make the top ten this year. She reported residents could make the pledge between April 1, 2019 and April 30, 2019 at BrokenArrowOK.gov/waterpledge. She explained the goal of the contest was to encourage good home irrigation practices. She noted irrigation doubled water usage during the summer months, irrigation runoff flowed directly into creeks and streams without treatment and could often contain pesticides, oil, and other contaminants, running a sprinkler during rain and/or freeze events wasted water, money, and could cause dangerous road conditions, and a small irrigation system leak could waste big money. She explained residents could participate by installing rain and freeze sensors on irrigation systems, testing sprinkler output, inspecting sprinkler systems yearly, leak repair, utilizing drip irrigation instead of sprinklers, installing low-flow faucets, shower heads, and toilets, washing only full loads of laundry and dishes, and not letting the faucet run while washing dishes, brushing teeth, shaving, etc. She indicated City Staff would publicize the Challenge for residents through a booth at the Rose District Farmers Market on Saturdays in April, distribution of water conservation activity books to Broken Arrow Elementary Schools, a press release and a video of Mayor Thurmond accepting the Challenge. She indicated Staff would also promote the Challenge throughout the month of April on the Conserve BA Facebook page and other social media outlets.

Mayor Thurmond stated he felt 18<sup>th</sup> Place was excellent for Broken Arrow’s first year of participation, but he hoped Broken Arrow would reach the top ten this year.

MOTION: A motion was made by Scott Eudey, seconded by Mike Lester.

**Move to approve the Proclamation declaring support for and encouraging participation in the 2019 Wyland National Mayor’s Challenge for Water Conservation**

The motion carried by the following vote:

**Aye: 5 -** Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

**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)**

Citizen David Herrold with Conner and Winter Attorneys stated his address was 4000 One Williams Center, Tulsa, OK. He stated he had sent several letters to City Council regarding PUD-266, Centennial Crossing. He encouraged City Council to send this proposal back and issue proper notice prior to holding a Public Hearing regarding this PUD. He stated he hoped litigation could be avoided. He indicated his clients wished to caution PUD-266’s applicant, and representatives, against verbally accosting protesting citizens.

**9. General Council Business**

**A. 19-367 Consideration, discussion, and possible approval of and authorization for concrete pours for the Milestone project located at 305 North Main Street, Broken Arrow, Oklahoma pursuant to Broken Arrow Code of Ordinances, Chapter 16, Section 16-12**

Development Services Director Michael Skates reported Calvin Construction requested a slab pour for the Milestone Project beginning at 3:00 a.m. Friday, March 22, 2019. He explained this would be the first of several pours. He noted set-up would begin at 2:00 a.m. and crews would be finished prior to 8:00 a.m. He stated Staff requested approval for this request and authorization to approve future requests with proper notification to the City Manager, Police, Fire and City Council.

Vice Mayor Eudey asked about the possibility of noise pollution. Mr. Skates responded the nearest home was approximately 1.5 blocks away and he believed the noise level would not disturb the neighbors; however, he was aware of the possibility of noise pollution and would be monitoring

the noise situation throughout the process.

Council Member Wimpee asked about the timeframe of the project. Mr. Skates responded this concrete pour was scheduled for Friday, March 22, 2019, but could be delayed due to changes and weather, and at least four pours were required. Council Member Parks stated he was also concerned about the noise level, and he believed this project could be completed during daylight if the noise caused a disturbance. Mr. Skates concurred.

MOTION: A motion was made by Johnnie Parks, seconded by Debra Wimpee.

**Move to approve and authorize early morning concrete pours for the Milestone project located at 305 North Main Street, Broken Arrow, Oklahoma pursuant to Broken Arrow Code of Ordinances, Chapter 16, Section 16-12**

The motion carried by the following vote:

**Aye: 5 -** Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

**B. 19-349 Consideration, discussion, and possible approval of and authorization to execute an agreement between the City of Broken Arrow and Adroit Event Solutions, LLC to host the 2019 Patriots in the Park event, providing a sponsorship and event license**

Community Events Manager, Vaunda Olivera, reported Adroit Event Solutions proposed a partnership with the City of Broken Arrow to host a 4<sup>th</sup> of July Event from 10:00 a.m. until 11:00 p.m. at the Broken Arrow Events Park on Thursday, July 4, 2019. She explained this would be a first annual event called Patriots in the Park and would feature various activities, water park activities, live performances by local talent, a Bar-B-Que competition between Broken Arrow Fire Department and Broken Arrow Police Department, several local wineries and breweries, Burn Tulsa Fire Team, and a large fireworks display. She noted a first class experience would be offered. Vice Mayor Eudey stated he was pleased to see Adroit Event Solutions stepping up to fill what would have been a void in Broken Arrow this 4<sup>th</sup> of July.

Mr. Steve Adroit with Adroit Event Solutions indicated the plan was to organize a down-home American, highly patriotic event which would draw the City of Broken Arrow together as a community. Vice Mayor Eudey thanked Mr. Adroit for organizing this event. He stated Broken Arrow was known for hosting wonderful 4<sup>th</sup> of July celebrations and he believed Mr. Adroit's plan for the holiday would further promote this reputation.

Council Member Parks asked about public safety. Mr. Adroit indicated approximately 50,000 to 60,000 residents were expected to attend and he was in communication with Police and Fire in this regard.

Council Member Wimpee noted in the past the 4<sup>th</sup> of July Festival was held the Sunday prior to the 4<sup>th</sup> of July. She asked if Mr. Adroit anticipated a lower attendance rate with the Festival being held on 4<sup>th</sup> of July which was a Thursday. Mr. Adroit responded in the negative; however, it was difficult to know for certain.

MOTION: A motion was made by Scott Eudey, seconded by Debra Wimpee.

**Move to approve and authorize execution of an agreement between the City of Broken Arrow and Adroit Event Solutions, LLC to host the 2019 Patriots in the Park event, providing a sponsorship and event license**

The motion carried by the following vote:

**Aye: 5 -** Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

**C. 19-350 Consideration, discussion, and possible approval to appoint one council member to the Broken Arrow Public Schools' Redefining Ready Planning Committee**

City Manager Spurgeon reported he received a letter from Dr. Jan Dunlop, Superintendent of Broken Arrow Schools requesting Mr. Spurgeon and one member of City Council to participate in Broken Arrow Public Schools' Redefining Ready Planning Committee. He stated Redefining Ready was a National Initiative launched by the School Superintendents' Association introducing new research based metrics to more appropriately assess which students were college ready, career ready and life ready. He explained the Redefining Ready Planning Committee would determine what the City of Broken Arrow desired in a high school graduate; Meetings would be held on April 9, May 2, May 21, and May 30, 2019. He asked if a member of City Council was willing to serve on the Redefining Ready Planning Committee.

Mayor Thurmond stated Council Member Lester had served on the School Board in the past and asked Council Member Lester if he wished to participate. Council Member Lester responded in the affirmative. Council Member Wimpee asked if an alternate should be selected. City Manager Spurgeon responded in the affirmative. Council Member Wimpee volunteered to be the alternate.

MOTION: A motion was made by Scott Eudey, seconded by Johnnie Parks.

**Move to appoint Mike Lester as the Member to the Redefining Ready Planning Committee and Debra Wimpee as the alternate if necessary**

The motion carried by the following vote:

**Aye: 5 -** Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

- D. 19-360 Consideration, discussion and possible approval of Resolution No. 1199, a Resolution of the City of Broken Arrow, Oklahoma (the “City”) approving the incurrence of indebtedness by the Broken Arrow Economic Development Authority (the “Authority”) issuing its Tax Increment Revenue Note, Taxable Series 2019 (the “note”); providing that the organizational document creating the Authority is subject to the provisions of the indenture authorizing the issuance of said note; waiving competitive bidding with respect to the sale of said note and approving the proceedings of the Authority pertaining to the sale of said note; approving and authorizing execution of a security agreement by and between the City and the Authority pertaining to the pledge of certain sales tax increment revenues and ad valorem tax increment revenues; and containing other provisions relating thereto  
Mayor Thurmond called for a motion to table this item until after the Broken Arrow Economic Development Authority meeting.

MOTION: A motion was made by Mike Lester, seconded by Johnnie Parks.

**Move to table Item 9D**

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

Following the BAEDA Meeting, Director of Finance Cindy Arnold stated the City must approve any debt incurred by the Broken Arrow Economic Development Authority and Resolution No. 1199 approved the action taken by BAEDA under Resolution No. 1198.

MOTION: A motion was made by Mike Lester, seconded by Johnnie Parks.

**Move to approve Resolution No. 1199 and authorize its execution**

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

**10. Preview Ordinances**

There were no Preview Ordinances.

**11. Ordinances**

- A. 19-358 Consideration, discussion and possible adoption of Ordinance No. 3092-CORRECTED, an Ordinance partially closing a utility easement located on Lot 3, Block 1, Stonebridge Park an addition to the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded plat thereof; providing for reservation of rights within the closed easement; specifically correcting the legal description; repealing all ordinances to the contrary; and declaring an emergency

City Attorney Trevor Dennis reported in 2010 the City vacated a partial easement in the Stonebridge Park subdivision. He noted recently the property owner vacated the easement and it was discovered there was a scrivener’s error in the legal description. He indicated Ordinance No. 3092-CORRECTED corrected the scrivener’s error; staff recommended City Council adopt Ordinance No. 3092-CORRECTED and authorize its execution.

MOTION: A motion was made by Mike Lester, seconded by Johnnie Parks.

**Move to adopt Ordinance No. 3092-CORRECTED and authorize its execution**

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

MOTION: A motion was made by Scott Eudey, seconded by Debra Wimpee.

**Move for the emergency clause**

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

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

Council Member Lester noted the dedication for the Reflection Park would be held March 27, 2019 at 2:00 p.m. He invited all to attend.

Council Member Parks stated City Council attended the National League of Cities last week along with five Youth City Council Members (High School Seniors). He stated he believed the event was highly successful and an excellent experience for the Youth City Council Members. He commended Ms. Jennifer Hooks for her leadership and for organizing the event for the Youth City Council Members. He commended the Seniors for participating and acting respectfully. Vice Mayor Eudey concurred.

Mayor Thurmond stated the City Council Meeting on April 2, 2019 would be held at 5:30 p.m. due to the April 2, 2019 election. He encouraged residents to vote.

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

City Manager Spurgeon reported Ms. Krista Flasch distributed the Annual Report for 2018 which he felt was an outstanding document. He thanked Ms. Flasch for her efforts in this regard, as well as those who assisted in the creation of the document.

He reported City Attorney Trevor Dennis was highlighted in the Spotlight Newsletter. He

noted there was an article in the Southwest Waterworks Journal called the “Together Project” written by Kenny Schwab which talked about the partnership with Broken Arrow Public Schools regarding the Flood Plain Stormwater Management Project.

He stated several years ago toll booths and gates were considered for the Muskogee Turnpike near the Armory. He stated Senator John Haste and Senator Kim David were collaborating in an effort to rekindle this initiative. He noted a meeting would be held in late June in this regard. He stated FEMA (Federal Emergency Management Agency) would be using the Armory to station equipment, supplies and food which might enable federal project funding.

He noted last Thursday the first meeting for the Business Retention Engagement and Expansion Program was held and approximately thirty businesses were represented. He briefly reviewed the meeting’s subject matter such as special event notification and parking and traffic enforcement. He thanked Lori Hill, Brian Barger and Norm Stephens for coordinating the meeting.

He thanked City Council for recognizing Zeeco. He commended Mr. Rocky Henkel and Mr. Alex Mills for the presentations made during the City Council Meeting.

He stated Broken Arrow would be receiving \$400,000 dollars in federal funds for utility work in connection with the road widening and bridge replacement from 71<sup>st</sup> Street to 81<sup>st</sup> Street on County Line Road. He stated Broken Arrow would be receiving \$440,000 dollars in matched federal funds for the extension of the Liberty Park Trail between Elm Place and Ithaca. He stated Broken Arrow received \$3 million dollars via federal grant to help widen Olive Avenue from 61<sup>st</sup> Street to 71<sup>st</sup> Street.

He reported the application window for the Build Grant Program would open in late April 2019 and would be due in July 2019 with award notice in December 2019. He stated Broken Arrow would apply for the additional funding needed for the road widening and bridge replacement on County Line Road, approximately \$5 million dollars. He stated a cost benefit analysis would be considered for inclusion in the grant application which he believed would help award grant approval.

He commended Mr. Jed Beloncik for receiving his A Water Operation Certification. He stated Risk Manager Tou Xiong received a letter of thanks from Dr. Roy Wood of NSU for assisting the University with Risk Management.

He announced the week of March 25, 2019 was Arbor Week and an Arbor Day Celebration would be held March 28, 2019. He invited City Council to attend.

At approximately 7:33 p.m. Mayor Thurmond stated he would entertain a motion for a brief recess to enter into Broken Arrow Municipal Authority and Broken Arrow Economic Development Authority.

MOTION: A motion was made by Mike Lester, seconded by Scott Eudey.

**Move for a brief recess to meet for BAMA and BAEDA**

The motion carried by the following vote:

**Aye: 5 -** Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

At approximately 7:55 p.m. Mayor Thurmond reconvened the regular session of the City Council Meeting to revisit Item 9D which had been tabled (see above).

He stated there was an Executive Session and he would entertain a motion for a brief recess to clear the room for the Executive Session.

MOTION: A motion was made by Scott Eudey, seconded by Debra Wimpee.

**Move for a brief recess to clear the room for the Executive Session**

The motion carried by the following vote:

**Aye: 5 -** Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

MOTION: A motion was made by Scott Eudey, seconded by Debra Wimpee.

**Move to enter into the Executive Session**

The motion carried by the following vote:

**Aye: 5 -** Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

**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 and conferring on matters pertaining to:**

- 1. A claim, potential litigation or action related to Council approval of the Broken Arrow Zoning Ordinance (BAZ) No. 1986 and Planned Unit Development (PUD) No. 266 and the alleged violations of the Open Meeting Act; under 25 O.S. §307(B)(4); and**
- 2. Economic development and specifically discussing an economic development proposal involving real property located west of the Creek Turnpike, north and south of Highway 51, to include the financing, and the creation of a proposal to entice a business to locate within the City of Broken Arrow, taking appropriate action in open session, including direction for the City Manager and staff to enter into formal negotiations for an economic development proposal under 25 O.S. §307(C)(10); and**



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

The meeting reconvened at approximately 8:43 p.m.

MOTION: A motion was made by Scott Eudey, seconded by Mike Lester.

**Move to find the executive session necessary**

The motion carried by the following vote:

**Aye:**     **5 -**     Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

**15. Adjournment**

The meeting adjourned at approximately 8:43 p.m.

MOTION: A motion was made by Johnnie Parks, seconded by Scott Eudey.

**Move to adjourn**

The motion carried by the following vote:

**Aye:**     **5 -**     Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

Attest:

\_\_\_\_\_  
Mayor

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



# City of Broken Arrow

## Request for Action

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**File #: 19-266, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-02-2019**

**Title:**

Approval of and authorization to execute a Proclamation declaring the week of April 14 - 20, 2019, as National Telecommunicators Week

**Background:**

Across the nation in times of intense personal crisis and community-wide disasters, the first access point for those seeking all classes of emergency services and homeland security information is **9-1-1**. The local Public Safety Communications Centers that receive these calls have emerged as the first and single point of contact for persons seeking immediate relief during an emergency as well as those seeking to report suspicious behaviors, unusual incidents and responding to the now common plea for citizen vigilance and attention in the wake of homeland security concerns nationwide.

The Association of Public-Safety Communications Officials (APCO) International and the National Emergency Number Association (NENA) celebrate the second full week of April (April 14-20, 2019) as **National Public Safety Telecommunicators Week**. This week, celebrated annually, honors the thousands of men and women who respond to emergency calls, dispatch emergency professionals and equipment, and render life-saving assistance to the citizens of the United States. The Broken Arrow Public Safety Communications Center answering nearly 70,000 9-1-1 calls last year. The Broken Arrow Police Department is enlisting your support in honoring these men and women for the role they play in making our hometowns and our homeland safer every day.

**Cost:** \$0

**Funding Source:** None

**Requested By:** Brandon C. Berryhill, Chief of Police

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** National Telecommunicators Week 2019 Proclamation

**Recommendation:**

Approve the Proclamation and authorize its execution.

# ***PROCLAMATION***

***WHEREAS***, dedicated Telecommunicators, for the City of Broken Arrow, provide dramatic life-saving services by talking distressed callers through CPR, Heimlich maneuver, childbirth instruction, calming hysterical crime victims, and they make difficult decisions using limited information to save lives or reduce property damage on a daily basis; and

***WHEREAS***; The 911 System contributes substantially to the health and safety of the Citizens of Broken Arrow through the timely delivery of emergency calls to the correct emergency response agency and the automatic identification of the caller's phone numbers and locations; and

***WHEREAS***; The prompt response of police, firefighters and medics is critical to protecting life and preserving property. It also results in the apprehension of criminals, the suppression of fires and timely treatment of the ill and injured; and

***WHEREAS***; The men and women of the Broken Arrow Public Safety Communications Center have conscientiously answered thousands of emergency calls during the past year and provided fast assistance and needed assurance to victims of accidents, crime and illness; and

***WHEREAS***, the critical functions performed by these Telecommunicators, play a significant role in the daily lives of approximately one-hundred thousand Broken Arrowans; and

***WHEREAS***, these Telecommunicators provide the vital link between the Citizens in need of help and Public Safety first responders;

***WHEREAS***, Congress, in cooperation with the Nation Emergency Number Association and the Associated Public-Safety Communications Officials, has set aside the second week in April to recognize the efforts of these dedicated people;

***NOW, THEREFORE, I***, Craig Thurmond, Mayor of the Broken Arrow, do hereby proclaim April 14-20, 2019 as:

## **\* TELECOMMUNICATOR APPRECIATION WEEK \***

and encourage all citizens of Broken Arrow to recognize the value of this system in our daily lives and to acknowledge the dedicated people who oversee its operation every minute of every day for our safety.

***IN WITNESS WHEREOF***, I have hereunto set my hand and caused the Seal of the City of Broken Arrow to be affixed this 2nd day of April, Two Thousand Nineteen.

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*Mayor*

*Attest:*

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*City Clerk*



# City of Broken Arrow

## Request for Action

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**File #: 19-393, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04/02/2019**

**Title:**

Approval of and authorization to execute the FY-18 Single Audit Engagement Letter with Arledge & Associates, P.C. to conduct the Fiscal Year 2018 Audit and State Auditor and Inspector's Report

**Background:**

The City of Broken Arrow fiscal year 2018 audit is almost complete and in reviewing their files Arledge & Associates noticed that we had not signed an engagement letter. Attached is the Engagement for the 2018 audit for the completion of their file.

**Cost:** \$50,000-\$60,000

**Funding Source:** Budgeted in General Fund and BAMA

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

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** FY- Single Audit Engagement Letter.

**Recommendation:**

Approve and authorize execution of the fiscal year 2018 Single Audit Engagement Letter with Arledge & Associates



## **FY-18 Single Audit Engagement Letter**

February 22, 2019

To the Governance and Management of the City of Broken Arrow, Oklahoma:

We are pleased to confirm our understanding of the services we are to provide the City of Broken Arrow, Oklahoma (the "City") for the year ended June 30, 2018. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Information; and
- 3) OPEB Obligation Schedule
- 4) Pension Plan Information

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining Information;
- 2) Schedule of Debt Service Coverage; and
- 3) Schedule of Debt Reserve Account Balance.

## Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Mayor and City Council of the City of Broken Arrow, Oklahoma. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

## Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material

misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.



## Management Responsibilities

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you

have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the Governance and Management of the City of Broken Arrow; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Arledge & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Governance and Management or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit

documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

LaDonna Sinning, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be \$60,700. These fees include our miscellaneous charges such as travel, meals, and copies. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. This fee is also based on the assistance of Crawford & Associates, P.C. in preparing the necessary documents, schedules and financial statements. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our fee includes Single Audit services, as described above, for one (1) major program. Should the number of major programs identified increase, the audit will be subject to an additional price negotiation, including an Addendum to the Engagement Letter and agreed upon payment terms, before the additional services are performed.

Because our Engagement Letter provides ongoing access to the accounting and business advice you need on a fixed-price basis, you are not inhibited from seeking timely advice from us. While the fixed price entitles you to unlimited consultation with us, if your questions or issues require additional research and analysis beyond consultation, that work will be subject to an additional price negotiation before the service is to be performed, an Addendum to the Engagement Letter will be issued before delivery of the additional service is to be performed, with payment terms agreed to in advance. By virtue of signing this document, you have indicated that your reporting entity has been appropriately defined, all trial balances will be reasonably adjusted, your key accounts will be reconciled, unusual transactions, significant financial estimates and disclosures have been communicated to us prior to the date at the top of this letter. Also you have indicated that the entity has competent personnel in key financial positions and there has been no turnover in the accounting/finance department. If we find that the facts are different for any of the preceding assumptions, we will negotiate an Addendum to the Engagement Letter and negotiate a new engagement fee before we issue our final report.

### **Cost of Consequential Damages**

Any liability of Arledge & Associates, P.C. and its personnel to the City is limited to the amount of the annual fee the City paid for this internal audit engagement as liquidated damages.

The City agrees that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if both Arledge & Associates, P.C. and the City agree to be bound. Arledge & Associates, P.C. and the City will share any cost of mediation equally.

We appreciate the opportunity to be of service to the City of Broken Arrow, Oklahoma and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

*Arledge & Associates, P.C.*

Arledge & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Broken Arrow, Oklahoma.

Management signature: \_\_\_\_\_

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

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

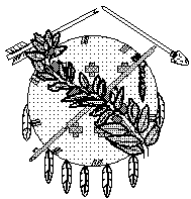
Mayor/Council Member signature: \_\_\_\_\_

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

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

**APPROVED AS TO FORM:**

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



# City of Broken Arrow

## Request for Action

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**File #: 19-240, Version: 1**

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**Broken Arrow City Council**

**Meeting of: 04-02-2019**

**To: Mayor and City Council**

**From: Office of the Fire Chief**

**Title: Approval of and authorization to execute a Master Consulting Agreement between the City of Broken Arrow and Industrial/Organizational Solutions to provide Promotional Examinations for the Fire Department**

**Background:**

The Fire Department routinely has vacancies due to attrition that must be filled through a promotional process. A standard and thorough selection process is necessary to identify competent candidates for the Fire Chief's selection. This year we anticipate retirements that would require additional promotional testing processes within the Fire Department.

To address the need for promotional testing, the Fire Department is requesting to renew the annual contract with Industrial Organizational Solutions (IO Solutions). Promotional Processes may include the ranks of Fire Lieutenant, Fire Captain, Major, Chief Officer, Training Officer, Investigator, and Fire Marshal.

A copy of the proposed contract is attached. Because the cost of the testing process is directly related to the number of candidates and whether the process involves an assessment center, the exact cost for any given exam cannot be known at this time.

The projected costs for any particular exam, will vary based upon the number of candidates, but are generally not expected to exceed \$25,000.00.

**Cost: Estimated up to \$25,000**

**Funding Source: Fire Department - Suppression Division Operational Budget**

**Prepared By: Jeremy Moore, Fire Chief**

**Reviewed By: Finance Department  
Legal Department  
Russell M. Gale, Assistant City Manager**

**Approved By: Michael L. Spurgeon, City Manager**

**Attachments:**        **IO Solutions Contract**  
**Fee Schedule.pdf**

**Recommendation:**

Approve the Agreement with Industrial/Organizational Solutions and authorize its execution.

**THE CITY OF BROKEN ARROW &  
INDUSTRIAL/ORGANIZATIONAL SOLUTIONS  
MASTER CONSULTING AGREEMENT**

This agreement made and entered into April 2<sup>nd</sup>, 2019, by and between the City of Broken Arrow, Oklahoma, hereinafter designated as "the City," and **Industrial/Organizational Solutions, Inc.**, of Oak Brook, Illinois, hereinafter designated as "IOS."

**WHEREAS**, the City desires to contract with IOS from time to time to provide personnel selection consulting service, and the City and IOS desire to establish a master consultant agreement to define terms that will govern all personnel selection consulting services that are required.

**NOW THEREFORE**, the parties hereto agree as follows:

**A. Task Order Request and Proposal**

As the City requires specific consulting services, the City will submit a task order request (TOR) to IOS describing the requested services. IOS will provide a project plan and cost proposal in response to the TOR for the City's consideration. The City will have the option to engage the services of IOS based on the terms of the agreement and the project plan and cost specified in response to the TOR, or to reject IOS' proposal.

**B. Compensation**

Should the City accept IOS' proposal, IOS will agree to perform the tasks as enumerated in the proposal for the fee set forth in the proposal. IOS will submit invoices according to the following schedule: one-third upon project inception, one-third at project midpoint and, and one-third upon project completion.

**II. Duties of the City**

In consideration of the agreements on the part of the Consultant, the City agrees to:

1. Provide full cooperation by City staff and fire department employees as may be necessary to complete the assigned tasks.
2. Provide the necessary facilities in which to conduct the candidate orientation and the assessment center.
3. Pay any and all costs associated with independent contractors/assessor; such as, honorariums, lodging, mileage reimbursement, and meals. The City will provide lunch and refreshment during the assessment center process for assessors and role-players.

**III. Term:**

This agreement shall be effective as of the date written above and shall continue for no longer than one year. The agreement may be renewed for up to three additional one-year periods based on the mutual agreement of the parties.

#### IV. 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.

#### V. Assignment:

IOS shall not delegate IOS duties under this agreement without the prior written consent of the City.

#### VI. Indemnify:

IOS shall indemnify and hold harmless the Department, its employees, agents and officials from any and all claims, suits, or demands including attorney fees which may be made against the City, 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 IOS or anyone under agreement with IOS to perform duties under this agreement.

#### VII. Confidentiality:

IOS shall not disclose any documentation and information disclosed to the IOS in the course of its performance of duties hereunder with respect to the past, present and future City business, services and clients without the express consent of the City.

#### VIII. Complete Agreement and Amendment:

This Agreement contains the entire agreement between the parties hereto with respect to the matters covered 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.

#### IX. 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.

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.



INDUSTRIAL/ORGANIZATIONAL SOLUTIONS, INC.

By: [Signature]

Title: President

Date: 2-6-19

**CITY OF BROKEN ARROW:**

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

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

ATTEST:

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

APPROVED AS TO FORM:

[Signature]  
Asst. City Attorney

## Broken Arrow, OK Fire Promotional Testing and Assessment Centers

<i>Project Step</i>	<i>Cons Hrs.</i>	<i>Assoc. Hrs.</i>	<i>Wrtr Hrs.</i>	<i>Admin Hrs.</i>	<i>Cost</i>
<b>Written Job Knowledge Examination</b> <i>(Based on 120 Drafted Items)</i>	11	4	57	0	<b>\$6,325</b>
<b>Assessment Center Development</b> <i>(Based on 30 candidates)</i>	57	48	0	10	<b>\$14,495</b>
<b>Project Expenses</b> <i>(travel &amp; admin)</i>					<b>\$3,700</b>
<b>Standard 2018 BAFD Promotional Process Pricing</b>					<b>\$24,520</b>

\*Vender fees shall not exceed \$25,000 for processes with fewer than 30 candidates

<b>Factors affecting pricing</b>					
<b>Job Analysis</b>	13	22	0	14	<b>\$4,545</b>
<b>Inclusion of Candidate Orientation Presentation</b>	5	0	0	0	<b>\$925</b>
<b>Written Job knowledge Exam Based on 60 Drafted Items</b>	8	2	35	0	<b>\$4,080</b>

<b><i>Client Responsibility - not included in standard pricing</i></b>			
Client will be responsible for providing a suitable site at which to conduct exams and assessments.			
Client will be responsible for all assessor and role-player related costs.			

<b>Schedule of Hourly Rates - IOS 2018</b>	<b><i>Rate</i></b>
Consultant/Industrial Psychologist	\$185/hour
Consulting Associate	\$75/hour
Technical Writer	\$70/hour
Administrative Assistant	\$35/hour





# City of Broken Arrow

## Request for Action

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**File #: 19-399, Version: 1**

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**Broken Arrow City Council  
Meeting of: 4-2-2019**

**Title:**

Approval of and authorization to execute a Memorandum of Understanding between the City of Broken Arrow and Broken Arrow Public Schools, for the donation of permanent right of way parcels located along the Broken Arrow Creek Trail, Project No. 146020

**Background:**

The attached Memorandum of Understanding (MOU) provides for the permanent right of way associated with the construction of the Broken Arrow Creek Trail. Broken Arrow Public Schools will donate Parcel 1, 2, 6, 7, and 8 to the City of Broken Arrow necessary for the construction of the trail within thirty (30) days of the date on this MOU.

A copy of the signed acceptance from Broken Arrow Public Schools is attached.

**Cost:** N/A

**Funding Source:** Park CapEx and TAP

**Requested By:** Alex Mills, P.E., CFM, Engineering & Construction Director

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** Memorandum of Understanding

**Recommendation:**

Approve and authorize execution of the Memorandum of Understanding.

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (the "MOU"), effective as of the 11<sup>th</sup> day of March, 2019, (the "Effective Date"), is made by and between the City Of Broken Arrow, Oklahoma, an Oklahoma municipal corporation (the "City"), and Independent School District No. 3 of Tulsa County, Oklahoma a/k/a Broken Arrow Public Schools ("Schools").

### **WITNESSETH:**

**WHEREAS**, the Broken Arrow City Council approved the construction of the Broken Arrow Creek Trail Project ("Project") on (date) to be located between (street) and (street); and

**WHEREAS**, the Board of Directors of the Indian Nations Council of Governments ("INCOG") has authorized the expenditure of allocated federal STP funds toward the Project and the Oklahoma Department of Transportation has agreed to the utilization of STP funds for purposes of construction of the Project; and

**WHEREAS**, the Schools owns property currently used as The Freshman Academy and generally located at 301 West New Orleans, Broken Arrow, Oklahoma ("Property"); and

**WHEREAS**, in accordance with the plans for the Project, a portion of the trail will run on the east side of the Property from West New Orleans Street to West Vicksburg Street and will align with South 1<sup>st</sup> Place located on the north side of West New Orleans Street, as reflected on the survey attached hereto as Exhibit A; and

**WHEREAS**, the Schools have indicated its willingness to donate and convey the permanent right of way, legally described in Exhibit A ("Parcel"), necessary to construction of the trail; and

**WHEREAS**, the Schools own the vacant land located directly east of the Property and may wish to construct a new school or other building upon that land at a future date;

**WHEREAS**, 70 O.S. §5-117 A. 11 authorizes the Board of Education of a School District to convey real property to a local political subdivision without consideration; and

**WHEREAS**, 60 O.S. §381 authorizes the City to take title to the real property gifted by the Schools; and

**WHEREAS**, this MOU is entered into for the benefit of the health, safety and general welfare of the citizens of Broken Arrow, Oklahoma;

**NOW, THEREFORE**, the Schools and the City hereby covenant and agree as follows:

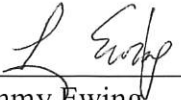
1. Within 30 days of the date of this MOU, the Schools will donate and convey the Parcel to the City by general warranty deed; and

2. In the event the Schools develops the land east of the Parcel and so requests, the City will negotiate in good faith regarding an adjustment in the location of the trail to accommodate the construction of a new building east of the trail, subject to all applicable laws and regulations, and the requirements of the City's agreements with, among others, the Oklahoma Department of Transportation.

**IN WITNESS WHEREOF**, both of the parties has caused this MOU to be executed by its duly authorized officials as of the date first above written.

APPROVED AS TO FORM:

CITY OF BROKEN ARROW, OKLAHOMA

  
\_\_\_\_\_  
Tammy Ewing  
Assistant City Attorney

\_\_\_\_\_  
Michael L. Spurgeon,  
City Manager

INDEPENDENT SCHOOL DISTRICT NO. 3  
OF TULSA COUNTY, OK, A/K/A BROKEN  
ARROW PUBLIC SCHOOLS

  
\_\_\_\_\_  
President of Board of Education

Date of Execution: 3-11-19



# City of Broken Arrow

## Request for Action

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**File #: 19-386, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-02-2019**

**Title:**

Award the most advantageous bid to Kelly-Cresswell for the purchase of one (1) truck mounted, airless road striping machine for the Streets and Stormwater Department

**Background:**

The Streets and Stormwater Department has requested and sought bids for the purchase of one (1) truck mounted, airless road striping machine for the Streets Division. This is a new machine that will be added to the fleet. Funds are available in the Sales Tax Capital Improvement (STCI) Fund in the amount of \$184,815.00 (Project 195330, Account No.030-5300-431.70-02).

The Purchasing Department solicited bids from ten (10) vendors and three (3) bids were received. All three (3) bids received met specifications.

Base pricing of the truck mounted, airless road striping machine is reflected in the attached bid tabulation sheet. The bid tabulation includes all vendors who submitted bids for this machinery.

The Streets and Stormwater Department has identified the truck mounted, airless road striping machine from Kelly-Cresswell as the lowest responsible bid and, therefore, recommends its purchase.

**Cost:** \$184,815.00

**Funding Source:** Sales Tax Capital Improvement Fund

**Requested By:** Rocky Henkel, Director of Streets and Stormwater

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** **Bid Tab 19.153, Truck Mounted Airless Road Striping Machine**

**Recommendation:**

Award the most advantageous bid to Kelly-Cresswell for the purchase of one (1) truck mounted, airless road striping machine.

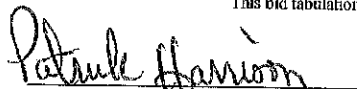
Bid 19.153  
Truck Mounted, Airless Road Striping Machine  
Bid Date 03/20/2019


	Item		Kelly-Cresswell	EZ-Liner	M-B Companies, Inc.
	Specification		2019 Isuzu NPR-HD w/2019 Kelly-Cresswell WV3-120-AL	2019 Isuzu Model NPR-HD Gas w/2019 EZ-Liner Model TS- AL110	2019 Isuzu NRR w/2019 M-B Companies MAXI- 120A
Item Number	Truck Mounted Airless Paint Striping Machine	Qty	each price	each price	each price
	Cab & Chassis	1	\$38,100.00	\$35,623.00	\$50,000.00
	Road Striping Machine	1	\$130,640.00	\$142,033.00	\$216,243.00
	<b>Options</b>				
1	Add window and door locks	1	Included	Included	Included
2	Add additional keys	10	\$15.00	\$11.95	\$10.00
3	Stainless steel paint tanks	1	Included	Included	Included
4	Add message board	1	\$6,500.00	\$13,500.00	\$10,495.00
5	Add camera guidance system	1	\$9,425.00	\$8,760.00	\$7,450.00
6	Add bright / hi-visibility seat belts	1	Included	Included	Included
	<b>Total</b>		<b>\$184,815.00</b>	<b>\$200,035.50</b>	<b>\$284,288.00</b>
	Meet Specs		Yes	Yes	Yes
	List Delivery Time		90-120 days	150 days	215 days
	Warranty Cab & Chassis		3yrs/36k miles	3yrs/unlimited	3yrs
	Warranty Road Striping Machine		1yr	1yr/limited	1yr
	Warranty Engine		5yrs/75k miles	3yrs/unlimited	3yrs
	Warranty Transmission		5yrs/75k miles	3yrs/unlimited	3yrs
	Extended Warranty		5yrs/125k miles Extended powertrain- Included	Chassis only 5 yrs/125k miles Extended power train available for an additional \$350.	N/A

Street Project 195330 Bids were sent to 10 Vendors

This bid tabulation is true and accurate to the best of our knowledge

Thursday, March 21, 2019

  
Patrick Harrison  
Purchasing Manager

  
Mike Bradley  
Fleet Manager





# City of Broken Arrow

## Request for Action

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**File #: 19-374, Version: 1**

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### Broken Arrow City Council

**Meeting of: 04-02-2019**

**Title:**

Award the most advantageous bid to Premier Truck Group # 2 for the purchase of one (1) 2020 Western Star 4700 SF with Firehouse D2 Standard dump truck for the Streets and Stormwater Department

**Background:**

The Streets and Stormwater Department has budgeted for the purchase of one (1) dump truck for the Streets Division. Funds for this purchase are available in the Sales Tax Capital Improvement (STCI) fund in the amount of \$135,540 (Project No. 195311, Account No. 030-5300-431.70-02).

The Purchasing Department solicited bids from ten (10) vendors and five (5) bids were received. Out of the five (5) bids received, only four (4) bids met specifications.

Base pricing of the dump truck is reflected in the attached bid tabulation sheet. The bid tabulation includes all vendors who submitted bids for this dump truck. The low bid did not meet specifications, as they did not offer the required transmission. Specifications call for a 4500 transmission, and the low bid only has a 3000 transmission.

The Streets and Stormwater Department has reviewed all of the bids, and has determined that the next lowest bid, even though it has met specifications, is not recommended. Currently the Streets and Stormwater Department has Western Star as part of their fleet, and has not experienced any major repairs. Also, the Western Star contains a 12 volt wiring system (making repairs easier to work on), parts are cheaper and more readily available, and the cab is both made of steel and has more room. Contrary to the Western Star, fleet maintenance has had a history of breakdowns and service issues with both Freightliner and International trucks. As such, the bid from Premier Trucking Group #2 is determined to be the most advantageous bid.

Staff recommends awarding the bid to Premier Truck Group #2 for a 2020 Western Star 4700 SF with Firehouse D2 Standard dump truck.

**Cost:** \$135,540.00

**Funding Source:** Sales Tax Capital Improvement Fund

**Requested By:** Rocky Henkel, Director of Streets and Stormwater

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** Bid 19.152, Dump truck

**Recommendation:**

Award the most advantageous bid to Premier Truck Group #2 for the purchase of one (1) 2020 Western Star 4700 SF with Firehouse D2 Standard dump truck.



Bid 19.152  
Dump Truck  
Bid Date 03/20/2019


Item Number	Item		Rush Truck Center #1	Premier Truck Group #1	Summit Truck Group	Premier Truck Group #2	Rush Truck Group #2
	Specification		2020 Peterbilt 348 w/Hilbilt Standard Material	2020 Freightliner 114SD w/Firehouse D2 Standard	2020 International HV 507 6x4 Tandem w/Hilbilt Standard	2020 Western Star 4700SF w/Firehouse D2 Standard	2020 Peterbilt 365 w/Hilbilt Standard Material
Item Number		Qty	Each Price	Each Price	Each Price	Each Price	Each Price
	Dump Truck	1	\$119,628.00	\$126,436.00	\$130,884.68	\$131,940.00	\$140,442.00
	<b>Options: Chassis</b>						
1	Add Keys (Additional)	1	Included	Included	Included	Included	Included
2	Add Tilt Steering and Cruise	1	Included	Included	Included	Included	Included
3	Add Power Windows	1	Included	Included	Included	Included	Included
4	Additional Battery	1	Included	Included	Included	Included	Included
5	Snow Plow Wiring and Switches	1	\$200.00	Included	Included	Included	\$200.00
6	Add Auxiliary Switches	1	Included	Included	Included	Included	Included
	<b>Options: Dump Body</b>						
7	Donovan Tarp Rack	1	Included	Included	Included	Included	Included
8	Bed Vibrator	1	\$850.00	\$850.00	Included	\$850.00	\$850.00
9	Front Bumper Fabrication and Material List	1	\$2,500.00	\$2,500.00	Included	\$2,500.00	\$2,500.00
10	Move Front Tow Hooks	1	\$250.00	\$250.00	Included	\$250.00	\$250.00
	<b>Total</b>		\$123,229.00	<u>\$130,036.00</u>	\$130,884.68	\$135,540.00	\$144,042.00
	<b>Meet Specs</b>		No	Yes	Yes	Yes	Yes
	List Delivery Time		165-190 days	120-180 days	120-150 days	120-180 days	200-230 days
	Cab & Chassis Warranty		1 yr./unlimited	2 yr./unlimited	5 yr./unlimited	1 yr./100k	1 yr./unlimited
	Engine warranty		2yr./250k	2yr./250k	2yr./250k	2yr./250k	2yr./250k
	Transmission Warranty		3yr./unlimited	3yr./unlimited	3yr./unlimited	3yr./unlimited	3yr./unlimited
	Dump Bed Warranty		1yr./unlimited	1yr./unlimited	1yr./unlimited	1yr./unlimited	1yr./unlimited
	Notes:		Vendor bidding a Allison 3000RDS transmission, specs call for 4500				

Street Project 195311 Bids were sent to 10 Vendors

This bid tabulation is true and accurate to the best of our knowledge

Monday, March 25, 2019

  
Patrick Harrison  
Purchasing Manager

  
Mike Bradley  
Fleet Manager



# City of Broken Arrow

## Request for Action

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**File #: 19-365, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04/02/2019**

**Title:**

Approval of and authorization to purchase one (1) Ford Explorer from Bill Knight Ford, pursuant to the Oklahoma Statewide Contract, for the Conventions and Visitors' Bureau and Business Retention and Expansion Departments

**Background:**

The City has recently taken steps to implement a fully functional business retention program for the downtown area. This program will add three new full-time positions to include two Business Retention and Expansion Coordinators and one Administrative Assistant. These new hires will join the Economic Development Manager, Convention Sales and Marketing Manager, and Tourism Director in the department. With the expansion of this department and the need for local and out-of-town travel, the City Manager recommends purchasing a vehicle specifically for the department's use.

The vehicle will be purchased under Oklahoma Statewide Contract #100009373. Pricing under this contract is good until November 14, 2019. The bid tabulation includes the lowest bidding vendors for all the brands of mid-size vehicles under this contract. Base pricing and selected options are reflected in the attached bid tabulation.

The recommended vehicle for purchase is the 2020 Ford Explorer. Pursuant to the State Contract, the lowest bidder is Bill Knight Ford, with the identified options at \$27,199.00. Funding will be through the surplus Sales Tax Capital Improvement Fund.

**Cost:** \$27,199.00

**Funding Source:** Sales Tax Capital Improvement Fund

**Requested By:** Norm Stephens, Economic Development Manager

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** Bid tabulation

**Recommendation:**

Approve and authorize to purchase one (1) Ford Explorer from Bill Knight Ford, pursuant to the Oklahoma Statewide Contract, for the Conventions and Visitors' Bureau and Business Retention and Expansion Departments

Mid Size Utility Vehicle

State Contract 1000009364

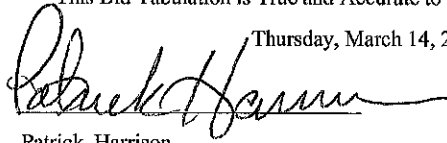
Expires 11/14/2019

	Vendor		Bill Knight Ford	John Vance Motors
	Specification		2020 Ford Explorer	2019 Dodge Durango
Item Number	Item	Qty.	Each Price	Each Price
	Mid Size Utility Vehicle	1	\$26,835.00	\$24,997.00
	<b>Options</b>			
1	Add Extra Key	1	\$250.00	\$248.00
2	Add Mats (Vinyl/Rubber Mats)	1	\$114.00	\$189.00
3	Add Power Driver Seats	1	included	\$1,497.00
4	Add Third Seat	1	included	\$886.00
	<b>Total</b>		<b><u>\$27,199.00</u></b>	<b>\$27,817.00</b>
	Delivery		120 days	120 days
	Warranty Bumper to Bumper		3yr/36K	3yr/36K
	Warranty Drive Train		5yr/60K	5yr/100K
	Notes: Chevrolet is not taking orders for this vehicle until May and production will begin in late July or August			

Tourism Department Project 191723

This Bid Tabulation is True and Accurate to the Best of My Knowledge

Thursday, March 14, 2019



Patrick Harrison

Purchasing Manager



# City of Broken Arrow

## Request for Action

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**File #: 19-377, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-02-2019**

**Title:**

Approval of and authorization to purchase one (1) 1-ton crew cab & chassis truck from Bill Knight Ford, pursuant to the Oklahoma Statewide Vehicle Contract, for the Streets and Stormwater Department

**Background:**

The Streets and Stormwater Department has budgeted for the purchase of one (1) 1-ton crew cab & chassis truck from Bill Knight Ford. Funds for this purchase are available in the Sales Tax Capital Improvement (STCI) Fund in the amount of \$60,000. (Project No.195312, Account No. 030-5300-431.70-02)

The 1-ton crew cab & chassis truck will be purchased under the Oklahoma statewide Contract number 1000009326. All State Departments, boards, Commissions, Agencies and Institutions, as well as Counties, School Districts and Municipalities may purchase items from this contract. Pricing under this contract is good until November 14, 2019.

Section 2-27 of the Broken Arrow Code addresses exceptions to the established competitive bidding process. It provides that supplies, materials, equipment or contractual services when purchased at a price not exceeding a price set by the state purchasing agency or any other state agency authorized to regulate pricing for items purchased by the state are excepted from formal competitive bidding. Purchase from the state contract is, therefore, authorized under City ordinance.

Base pricing of the 1-ton crew cab & chassis truck is reflected in the attached bid tabulation sheet. The bid tabulations also includes all vendors submitting bids for this machinery under the State Contract. The Streets and Stormwater Department has identified the 2019/20 Ford 1-ton crew cab & chassis truck from Bill Knight Ford as the lowest responsible bid and, therefore, recommends its purchase from the State of Oklahoma Contract.

**Cost:** \$41,450.00

**Funding Source:** Sales Tax Capital Improvement Fund

**Requested By:** Rocky Henkel, Director of Streets and Stormwater

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** State Contract 1000009326 Bid Tabulation for 1-ton cab & chassis truck

**Recommendation:**

Approve and authorize the purchase of one (1) 2019/20 Ford 1-ton crew cab & chassis truck from Bill Knight Ford pursuant to the Oklahoma Statewide Vehicle contract.

1 Ton Cab & Chassis Crew Cab

State Contract 1000009326

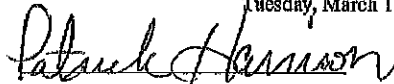
Expires 11/14/2019

			Bill Knight Ford	Bob Howard Dodge
	Specification		2019/20 Ford 1 Ton Crew Cab & Chassis	2019 Dodge Ram 3500
Item Number	Item	Qty.		
	1 Ton Cab & Chassis Crew Cab	1	\$29,104.00	\$33,688.00
	<b>Options</b>			
1	Add diesel engine	1	\$8,395.00	\$7,400.00
2	Add 4 Wheel Drive	1	\$2,585.00	\$3,620.00
3	Add Dual Batteries	1	\$193.00	Included
4	Add 12 Volt Power Supply to Cab	1	\$38.00	Included
5	Add Block Heater	1	\$95.00	\$90.00
6	Add Side Steps	1	\$422.00	\$499.00
7	Add Power Mirrors	1	Included	N/A
8	Add Key	1	\$85.00	\$325.00
9	Add Deep Tinted Windows	1	\$185.00	\$225.00
10	Add Heavy Duty Floor Mats	1	\$130.00	\$90.00
11	Add Seat, Delete Cloth	1	-\$235.00	-\$200.00
12	Add All Terrain Tires	1	\$152.00	\$275.00
13	Add Electric Brake Controller	1	\$266.00	\$325.00
14	Add Front Tow Hooks	1	\$35.00	\$75.00
	<b>Total</b>		<b>\$41,450.00</b>	\$46,412.00
	Notes: Chevrolet is not taking orders for this vehicle until May			
	Delivery		120 Days	120 Days
	Warranty Bumper to Bumper		3 Yr./36K	3 Yr./36K
	Warranty drive train		5 Yr./60K	5 Yr./100K

Street Project 195312

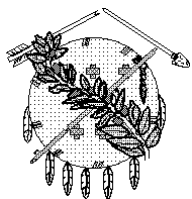
This bid tabulation is true and accurate to the best of my knowledge

Tuesday, March 19, 2019



Patrick Harrison

Purchasing Manager



# City of Broken Arrow

## Request for Action

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**File #: 19-385, Version: 1**

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### Broken Arrow City Council

**Meeting of: 4-2-2019**

**Title:**

Acceptance of a Temporary Construction Easement consisting of 1.2980 acres from Glenda and Thomas Bogle, the owners, on property located at 13545 South 177th East Avenue located in part of the Northwest Quarter of Section 12, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma, and authorization for payment in the amount of \$4,080.00 for the County Line Trunk Sewer Replacement, Parcel 3.A (Project No. S.1609A)

**Background:**

The attached Temporary Construction Easement is being conveyed to the City of Broken Arrow from Glenda F and Thomas J. Bogle, the owners. Parcel 3.A consists of 1.2980 acres of Temporary Construction Easement for the County Line Trunk Sewer Replacement, located in the Northwest Quarter of Section 12, Township 17 North, Range 14 East, Tulsa County, State of Oklahoma. Mrs. Bogle has accepted the following offer, made subject to City Council approval:

Temporary Construction Easement: 3.A Rental Period until 12/31/2020

56,543 SF @ \$0.36 per SF x 20% = \$4,071.10

Total Just Compensation Amount (Rounded) = \$4,080.00

A copy of the signed acceptance of the City's offer is attached, as is the Temporary Construction Easement. Payment of the compensation amount is on the April 2, 2019 City Council Claims List.

**Cost:** \$4,080.00

**Funding Source:** OWRB FAP Loan

**Requested By:** Alex Mills, P.E., CFM, Engineering & Construction Director

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** Acceptance Letter  
Temporary Construction Easement 3.A

**Recommendation:**

Accept the Temporary Construction Easement.





January 29, 2018

Glenda Bogle  
704 NW 1st Street  
Wagoner, OK 74467

**RE: COUNTY LINE TRUNK SEWER REPLACEMENT, PROJECT NO. S.1609A**

PROPERTY LOCATION: 13545 S 177 E Ave, Broken Arrow, OK 74011  
PARCEL NO. 3A

Dear Ms. Bogle :

The City of Broken Arrow has completed the design phase and is beginning the right of way acquisition phase on the above named project. With current appraisal complete, the City is able to make a new offer for the temporary construction easement. The following offer by the City is subject to City Council approval:

Temporary Construction Easement: 1.A Rental Period until 12/31/2020  
56,543 SF @ \$0.36 per SF x 20% = \$4,071.10  
Total Just Compensation Amount (Rounded) = \$4,080.00

By your signature on this letter, you have accepted the City's offer of \$4,080.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. Please contact Karen Pax if you have any questions about this offer. Her direct number is 918-259-7000 ext. 5435 or cell 918-576-4506. Please respond by February 6, 2019.

Respectfully,  
**CITY OF BROKEN ARROW**

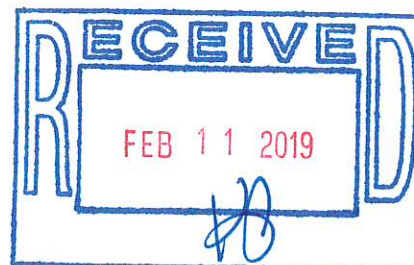
*Michael L. Spurgeon*  
*by [Signature]*

Michael L. Spurgeon  
City Manager

*Glenda Bogle*  
Glenda Bogle

MLS/klp

Enclosures: (1)



## TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

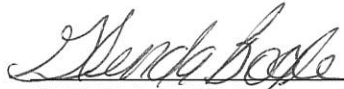
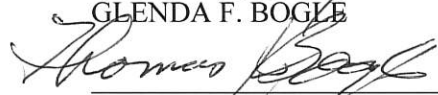
That all undersigned, GLENDA F. BOGLE, the Owner(s), of the legal and equitable title to the following described real estate situated in TULSA County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00), cash in hand, paid by the City of Broken Arrow, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said City of Broken Arrow, 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 24 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 utility improvements for the County Line Trunk Sewer Replacement, project # S.1609A.

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 4 day of March, 2019.

  
\_\_\_\_\_  
GLENDA F. BOGLE  
  
\_\_\_\_\_  
THOMAS J. BOGLE

State of Oklahoma       )  
                                      ) §  
County of Wagoner )

Before me, the undersigned, a Notary Public within and for said County and State, on this 4 day of March, 2019, personally appeared GLENDA F. AND THOMAS J. BOGLE, to me known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



  
\_\_\_\_\_  
Notary Public

Approved as to Form:

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

Approved as to Substance:

\_\_\_\_\_  
Michael L. Spurgeon, City Manager

Attest:

Engineer:  checked: 3/11/18  
Project: County Line Trunk Sewer Replacement, project # S.1609A, parcel 3.A

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



# EXHIBIT A

## LEGAL DESCRIPTION:

A tract of land that is a part of the Southwest Quarter of the Northwest Quarter (SW4, NW4) of Section Twelve (12), Township Seventeen North (T17N), Range Fourteen East (R14E) of the Indian Meridian, Tulsa County, Oklahoma, more particularly described as follows; Point of Beginning on the South line of the Northwest Quarter of Section 12, a distance of 659.75 feet from the West Quarter corner of Section 12; Thence along the South line of the Northwest Quarter, N88°46'18"E a distance of 84.33 feet; Thence N35°32'38"E a distance of 284.66 feet; Thence N16°00'27"W a distance of 496.42 feet; Thence N17°19'03"E a distance of 223.92 feet; Thence N55°09'19"W a distance of 150.83 feet; Thence S88°43'27"W a distance of 77.99 feet to a point on the West line of the East half of the Southwest Quarter of the Northwest Quarter of Section 12; Thence along said West Line, S01°15'41"E a distance of 66.87 feet; Thence S55°09'19"E a distance of 101.14 feet; Thence S17°19'03"W a distance of 180.56 feet; Thence S16°00'27"E a distance of 478.06 feet; Thence S35°32'38"W a distance of 243.48 feet; Thence S01°15'41"E a distance of 54.17 feet to the Point of Beginning.

3.A Temp. Ease. Gross area 112844 sq.ft. or 2.5906 acres  
Existing Permanent Easement 56301 sq.ft. or 1.2926 acres  
3.A Temp. Ease. Net area 56543 sq.ft. or 1.2980 acres

Bearing Based on the Oklahoma State Plane Zone North Grid

This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma.

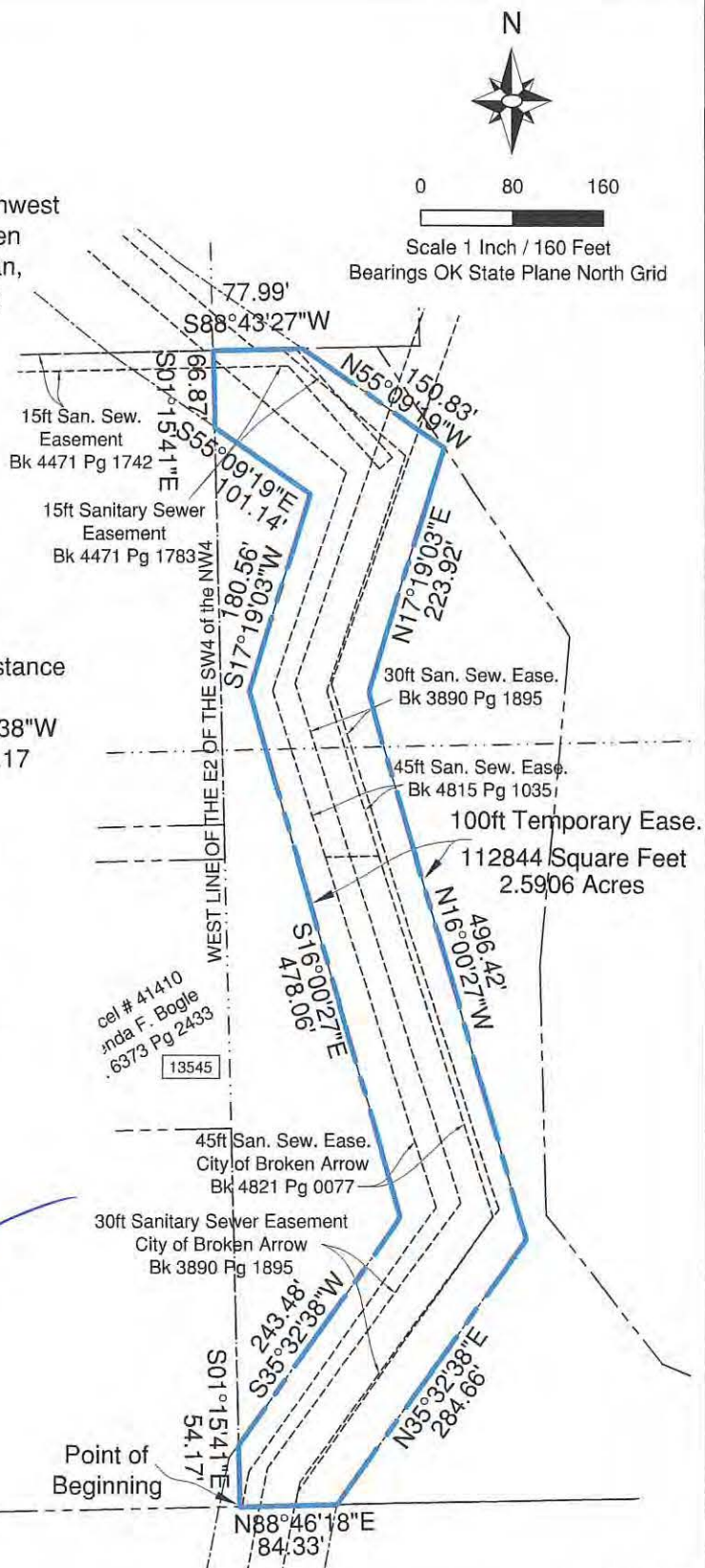
Prepared by Russell M. Muzika,  
Oklahoma PLS No. 1603

9th Street (Lynn Lane) (177th E. Ave.)

S01°13'08"E 2639.00'  
WEST LINE OF THE NW4  
24.75' STATUTORY RIGHT OF WAY

W4c Sec 12

SOUTH LINE OF THE NW4  
N88°46'18"E 659.75'

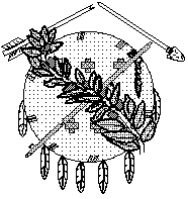


Page 1 of 1

PARCEL 3.A	
TEMPORARY EASEMENT	
Net Area: 56543 Sq. Ft. or 1.2980 Acres	
Owner: BOGLE, GLENDA F	
Address: 13545 S 177 AV E	
Revision: 1	Date: October 10 2018



GEODECA LLC  
P.O.Box 330281,  
Tulsa, Ok. 74133  
918 949 4064  
CA # 5524 exp 6/30/20



# City of Broken Arrow

## Request for Action

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**File #:** 18-1426, **Version:** 1

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FUND 010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	2/01/2018	11085	RITZ SAFETY DBA SLATE ROCK SAF	PI 0144	19281	010-5310-431.60-10 2/01/2018 TOTAL - CUMULATIVE TOTAL -	79.48- 79.48- 79.48-
	2/04/2019	10880	DAVIS SUPPLY CO	PI 0198	S1544504001	010-6005-451.60-34 2/04/2019 TOTAL - CUMULATIVE TOTAL -	1,213.18 1,213.18 1,133.70
	2/08/2019	5941	LOWES	PI 0228	01332	010-6002-451.60-23 2/08/2019 TOTAL - CUMULATIVE TOTAL -	14.78 14.78 1,148.48
	2/09/2019	5941	LOWES	PI 0229	13200	010-6002-451.60-23	4.74
	2/09/2019	7644	SOUTHERN AGRICULTURE	PI 0290	563519	010-6002-451.60-23 2/09/2019 TOTAL - CUMULATIVE TOTAL -	10.71 15.45 1,163.93
	2/15/2019	92	WHITE STAR MACHINERY & SUPPLY	PI 9617	07195680	010-5105-432.60-20	126.37
	2/15/2019	1993	G W VAN KEPPEL COMPANY	PI 0247	PSO1598171	010-5300-431.60-20	192.18
				PI 0248	PSO1598171	010-5300-431.60-20	22.18
				PI 0249	PSO1599511	010-5300-431.60-20 2/15/2019 TOTAL - CUMULATIVE TOTAL -	29.12 369.85 1,533.78
	2/19/2019	5941	LOWES	PI 0402	13586	010-6003-451.60-21 2/19/2019 TOTAL - CUMULATIVE TOTAL -	9.46 9.46 1,543.24
	2/20/2019	5941	LOWES	PI 0231	11504	010-6002-451.60-23 2/20/2019 TOTAL - CUMULATIVE TOTAL -	8.44 8.44 1,551.68
	2/21/2019	9846	EVANS HYDRAULIC REPAIR	PI 0200	7174	010-5300-431.40-20 2/21/2019 TOTAL - CUMULATIVE TOTAL -	935.00 935.00 2,486.68
	2/25/2019	452	GELCO UNIFORMS & SHOES INC	PI 0188	00241898	010-6000-451.60-10	116.99
	2/25/2019	7644	SOUTHERN AGRICULTURE	PI 0291	536766	010-6002-451.60-23 2/25/2019 TOTAL - CUMULATIVE TOTAL -	10.71 127.70 2,614.38
	2/26/2019	4335	NORTHERN TOOL & EQUIPMENT CO.	PI 0582	42127074	010-6000-451.60-24	509.00
	2/26/2019	4730	DELL MARKETING L.P.	PI 0477	10303309540	010-0300-413.60-24	1,833.04
	2/26/2019	5941	LOWES	PI 0232	10259/	010-5300-431.60-23	56.37
				PI 0233	10275	010-6002-451.60-23	32.74
				PI 0234	12634	010-6002-451.60-23 2/26/2019 TOTAL - CUMULATIVE TOTAL -	33.48 2,464.63 5,079.01
	2/27/2019	42	ARROW SAFE AND LOCK INC	PI 0190	73027	010-5300-431.60-23	15.60
	2/27/2019	120	CINTAS CORPORATION	PI 0197	5013133335	010-6002-451.60-24	194.70

FUND 010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	2/27/2019	2372	WATKINS SAND COMPANY INC	PI 0345	18553X	010-6000-451.60-27	100.00
	2/27/2019	7953	COMMUNICATIONS SUPPLY CORP	PI 0252	400224	010-1200-419.60-23	159.00
						2/27/2019 TOTAL -	469.30
						CUMULATIVE TOTAL -	5,548.31
	2/28/2019	2599	WHELEN ENGINEERING CO INC	PI 0350	R91980	010-5310-431.40-55	26.58
	2/28/2019	4447	BUILDERS SUPPLY, INC.	PI 0185	764088	010-6000-451.60-18	286.67
	2/28/2019	4572	LIGHTING INC/ BROKEN ARROW ELEC	PI 0244	S2484513001	010-6000-451.60-18	460.92
	2/28/2019	5941	LOWES	PI 0236	02191	010-6000-451.60-21	9.46
				PI 0403	10629	010-6002-451.60-23	68.24
						2/28/2019 TOTAL -	851.87
						CUMULATIVE TOTAL -	6,400.18
	3/01/2019	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 0203	S2484951001	010-6000-451.60-18	801.75
	3/01/2019	1409	SMITH FARM & GARDEN CO	PI 0322	833104	010-6000-451.60-20	23.31
	3/01/2019	4572	LIGHTING INC/ BROKEN ARROW ELEC	PI 0267	S2484781001	010-6000-451.40-28	118.68
	3/01/2019	5941	LOWES	PI 0416	12194	010-6003-451.60-23	9.06
						3/01/2019 TOTAL -	952.80
						CUMULATIVE TOTAL -	7,352.98
	3/02/2019	5941	LOWES	PI 0417	13351	010-6002-451.60-23	18.24
						3/02/2019 TOTAL -	18.24
						CUMULATIVE TOTAL -	7,371.22
	3/04/2019	90	NAPA AUTO PARTS	PI 0302	2210926764	010-6000-451.60-20	5.99
	3/04/2019	225	SUMMIT TRUCK GROUP	PI 0676	411179005	010-5310-431.60-20	3,825.00
	3/04/2019	452	GELCO UNIFORMS & SHOES INC	PI 0453	00242110	010-5300-431.60-10	125.00
	3/04/2019	4730	DELL MARKETING L.P.	PI 0465	10302544454	010-0501-415.60-24	425.58
	3/04/2019	6531	KROMER COMPANY LLC	PI 0466	50599	010-6000-451.60-20	43.19
	3/04/2019	10566	SITE ONE LANDSCAPE SUPPLY LLC	PI 0589	89348041001	010-6000-451.60-23	16.33
						3/04/2019 TOTAL -	4,441.09
						CUMULATIVE TOTAL -	11,812.31
	3/05/2019	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 0371	S2485719001	010-6000-451.60-18	367.34
	3/05/2019	90	NAPA AUTO PARTS	PI 0309	2210926855	010-6000-451.60-20	23.17
				PI 0312	2210926869	010-5300-431.60-20	18.36
				PI 0314	2210926884	010-5300-431.60-20	22.73
	3/05/2019	206	FERGUSON PONTIAC GMC TRUCK	PI 0217	143359	010-6000-451.60-20	261.82
	3/05/2019	225	SUMMIT TRUCK GROUP	PI 0677	411179202	010-5310-431.60-20	43.78
	3/05/2019	399	LOCKE SUPPLY COMPANY	PI 0450	3663647700	010-6000-451.60-18	52.14
	3/05/2019	1993	G W VAN KEPPEL COMPANY	PI 0269	PSO15981725	010-5300-431.60-20	142.15
	3/05/2019	5941	LOWES	PI 0419	02799	010-6000-451.60-23	12.34
				PI 0420	02851	010-6000-451.60-23	47.14
	3/05/2019	7921	SPRING CREEK NURSERY	PI 0675	149203	010-6003-451.60-70	382.80
						3/05/2019 TOTAL -	1,373.77
						CUMULATIVE TOTAL -	13,186.08
	3/06/2019	42	ARROW SAFE AND LOCK INC	PI 0210	73079	010-6000-451.60-20	7.50
	3/06/2019	74	BROKEN ARROW LAWN & GARDEN	PI 0382	5512	010-6000-451.60-31	6.20
	3/06/2019	90	NAPA AUTO PARTS	PI 0316	2210926957	010-6000-451.60-20	4.83
				PI 0318	2210926983	010-6000-451.60-20	3.61



FUND 010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	3/06/2019	5941	LOWES	PI 0319	2210926995	010-5300-431.60-20	2.62
				PI 0258	01291	010-5310-431.60-31	7.86
				PI 0424	01334	010-6000-451.60-23	15.16
	3/06/2019	8846	DUNHAM S ASPHALT PLANT	PI 0426	02984	010-6000-451.60-31	28.49
				PI 0459	251446	010-5300-431.60-80	245.06
						3/06/2019 TOTAL -	321.33
						CUMULATIVE TOTAL -	13,507.41
	3/07/2019	42	ARROW SAFE AND LOCK INC	PI 0379	73082	010-6000-451.60-18	23.40
	3/07/2019	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 0372	S2486923001	010-6000-451.60-18	258.39
	3/07/2019	90	NAPA AUTO PARTS	PI 0595	2210927051	010-6000-451.60-20	2.48
				PI 0601	2210927129	010-5300-431.60-23	3.99
	3/07/2019	120	CINTAS CORPORATION	PI 0383	5013133388	010-5300-431.60-23	116.98
	3/07/2019	244	GREEN ACRE SOD FARMS DBA	PI 0412	112559	010-6000-451.60-70	75.00
	3/07/2019	6309	BATTERIES PLUS	PI 0386	P12257260	010-6000-451.60-18	146.95
	3/07/2019	10566	SITE ONE LANDSCAPE SUPPLY LLC	PI 0590	89428285001	010-6000-451.60-31	28.66
						3/07/2019 TOTAL -	655.85
						CUMULATIVE TOTAL -	14,163.26
	3/08/2019	35	A & N TRAILER PARTS INC	PI 0373	00313711	010-6000-451.60-20	23.86
	3/08/2019	42	ARROW SAFE AND LOCK INC	PI 0380	73083	010-6000-451.60-23	6.75
	3/08/2019	90	NAPA AUTO PARTS	PI 0602	2210927165	010-5300-431.60-20	7.37
	3/08/2019	120	CINTAS CORPORATION	PI 0523	5013133395	010-6002-451.60-23	48.29
	3/08/2019	399	LOCKE SUPPLY COMPANY	PI 0451	3666750100	010-6001-451.60-18	1.90
	3/08/2019	452	GELICO UNIFORMS & SHOES INC	PI 0509	00242256	010-6003-451.60-10	116.99
				PI 0511	00242258	010-6003-451.60-10	125.00
	3/08/2019	5941	LOWES	PI 0436	02373	010-6003-451.60-18	20.21
						3/08/2019 TOTAL -	350.37
						CUMULATIVE TOTAL -	14,513.63
	3/09/2019	7644	SOUTHERN AGRICULTURE	PI 0592	538314	010-6002-451.60-23	10.71
						3/09/2019 TOTAL -	10.71
						CUMULATIVE TOTAL -	14,524.34
	3/11/2019	42	ARROW SAFE AND LOCK INC	PI 0516	73091	010-5300-431.60-23	49.20
	3/11/2019	74	BROKEN ARROW LAWN & GARDEN	PI 0518	5668	010-5300-431.60-23	110.21
	3/11/2019	5941	LOWES	PI 0438	01298	010-6000-451.60-23	35.30
	3/11/2019	7483	LAFERRY'S LP GAS COMPANY	PI 0515	34399	010-5300-431.60-80	65.00
	3/11/2019	8846	DUNHAM S ASPHALT PLANT	PI 0521	251481	010-5300-431.60-80	230.64
	3/11/2019	9089	YELLOWHOUSE MACHINERY CO	PI 0681	412497	010-5300-431.60-20	1,162.04
						3/11/2019 TOTAL -	1,652.39
						CUMULATIVE TOTAL -	16,176.73
	3/12/2019	452	GELICO UNIFORMS & SHOES INC	PI 0512	00242370	010-5300-431.60-10	125.00
	3/12/2019	5941	LOWES	PI 0441	03013	010-5300-431.60-23	8.73
				PI 0485	01656	010-5310-431.60-23	38.92
				PI 0486	01692	010-6000-451.60-18	9.49
				PI 0487	02083	010-6003-451.60-23	143.40
	3/12/2019	9089	YELLOWHOUSE MACHINERY CO	PI 0682	412855	010-5300-431.60-20	41.77
						3/12/2019 TOTAL -	367.31
						CUMULATIVE TOTAL -	16,544.04

FUND	010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
3/13/2019	90			NAPA AUTO PARTS	PI 0619	2210927649	010-5300-431.60-23	36.12
					PI 0621	2210927654	010-6000-451.60-20	4.97
					PI 0623	2210927660	010-6000-451.60-20	42.49
					PI 0624	2210927661	010-6000-451.60-20	5.25
3/13/2019	734			WINFIELD SOLUTIONS, LLC	PI 0588	62937858	010-6003-451.60-70	79.00
3/13/2019	5941			LOWES	PI 0490	12207	010-6002-451.60-23	15.81
					PI 0491	13990	010-5300-431.60-18	22.79
3/13/2019	6656			SOUTH EAST AUTO TRIM INC.	PI 0698	56949	010-6000-451.40-07	175.00
							3/13/2019 TOTAL -	381.43
							CUMULATIVE TOTAL -	16,925.47
3/14/2019	90			NAPA AUTO PARTS	PI 0627	2210927754	010-5300-431.60-20	9.41
					PI 0634	2210927833	010-6003-451.60-20	183.96
3/14/2019	125			VULCAN SIGNS	PI 0694	337802	010-5300-431.60-36	1,271.30
3/14/2019	1059			SOUTHERN TIRE MART	PI 0701	350005286	010-5300-431.40-20	147.50
3/14/2019	5941			LOWES	PI 0494	01984	010-6000-451.60-23	19.96
3/14/2019	9089			YELLOWHOUSE MACHINERY CO	PI 0700	413661	010-5300-431.60-20	57.28
							3/14/2019 TOTAL -	1,689.41
							CUMULATIVE TOTAL -	18,614.88
3/15/2019	90			NAPA AUTO PARTS	PI 0638	2210927923	010-6000-451.60-20	63.77
3/15/2019	225			SUMMIT TRUCK GROUP	PI 0678	CM411179005	010-5310-431.60-20	600.00
					PI 0679	411179908	010-5310-431.60-20	80.12
							3/15/2019 TOTAL -	456.11
							CUMULATIVE TOTAL -	18,158.77
3/18/2019	8512			AT&T MOBILITY	002175	2822884	010-6002-451.50-22	15.95
					002177	2378905	010-6000-451.50-22	15.95
					002178	2378906	010-6000-451.50-22	15.95
					002195	2318592	010-1200-419.50-54	40.04
					002229	7981529	010-5310-431.50-22	15.95
					002268	6939928	010-1415-424.50-22	49.46
					002269	6939930	010-1415-424.50-22	49.46
					002270	6939931	010-1415-424.50-22	49.46
					002271	6939939	010-1415-424.50-22	49.46
					002272	6939942	010-1415-424.50-22	49.46
					002273	6939943	010-1415-424.50-22	49.46
					002274	7801453	010-1415-424.50-22	49.46
					002275	8302206	010-1415-424.50-22	49.46
					002276	8570884	010-1415-424.50-22	44.44
					002277	8575521	010-1415-424.50-22	49.46
					005673	6916712	010-5310-431.50-54	40.04
					005674	6917468	010-5310-431.50-54	40.04
					005675	6919216	010-5310-431.50-54	40.04
					005676	9346846	010-0300-413.50-54	40.04
					008923	3441263	010-5310-431.50-54	16.74
					008924	5270768	010-5310-431.50-54	30.22
					008925	5763572	010-5310-431.50-54	30.22
					008926	5763920	010-5310-431.50-54	30.22
					008927	6008169	010-5310-431.50-54	30.22
					008928	6059703	010-5310-431.50-54	30.22



FUND	010 GENERAL FUND						
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
			008929	6065870	010-5310-431.50-54		30.22
			008930	6070454	010-5310-431.50-54		30.22
			008931	6075548	010-5310-431.50-54		30.22
			008932	6076911	010-5310-431.50-54		30.22
			008933	6079125	010-5310-431.50-54		30.22
			008934	6134768	010-5310-431.50-54		30.22
			008935	6134783	010-5310-431.50-54		30.22
			008936	6258451	010-5310-431.50-54		30.22
			008937	7341817	010-5310-431.50-54		30.22
			008938	7343610	010-5310-431.50-54		30.22
			008939	7795766	010-5310-431.50-54		30.22
			008940	8042875	010-5310-431.50-54		30.22
			008941	8044732	010-5310-431.50-54		30.22
			008942	8045910	010-5310-431.50-54		30.22
			008943	8290821	010-5310-431.50-54		30.22
			008944	8290912	010-5310-431.50-54		30.22
			008945	8292585	010-5310-431.50-54		30.22
			008946	8293608	010-5310-431.50-54		30.22
			008947	8297181	010-5310-431.50-54		30.22
			008948	8298363	010-5310-431.50-54		30.22
			008949	8450782	010-5310-431.50-54		30.22
			008950	8635682	010-5310-431.50-54		30.22
			008951	8849047	010-5310-431.50-54		30.22
					3/18/2019 TOTAL -		1,616.48
					CUMULATIVE TOTAL -		19,775.25
3/22/2019	9151	CLEAN THE UNI FORM CO OKLAHOMA	008969	50056547	010-1800-419.40-33		8.00
			008972	50056546	010-6002-451.40-33		3.65
			008977	50057148	010-5105-432.40-31		13.30
			008982	50057153	010-1700-419.40-33		17.40
			008985	50057147	010-1415-424.40-33		53.45
			008988	50057593	010-5310-431.40-31		145.15
			008990	50057592	010-5300-431.40-31		156.77
			008992	50057592	010-5300-431.40-33		2.60
			008993	50057602	010-6002-451.40-33		17.85
			008994	50057158	010-6002-451.40-33		14.35
			008995	50057601	010-6000-451.40-31		95.24
			008996	50057156	010-6000-451.40-31		13.80
			008997	50057156	010-6003-451.40-31		26.43
			009003	50058228	010-5105-432.40-31		13.30
			009004	50058237	010-5105-432.40-33		1.35
			009011	50058679	010-6000-451.40-31		95.24
			009012	50058238	010-6000-451.40-31		13.80
			009013	50058238	010-6003-451.40-31		26.43
			009014	50058673	010-5310-431.40-31		145.15
			009016	50058672	010-5300-431.40-31		151.62
			009018	50058672	010-5300-431.40-33		2.60
			009033	50058682	010-1800-419.40-33		8.00
			009037	50059280	010-5105-432.40-31		8.29
			009505	50058227	010-1415-424.40-31		53.45
			009506	50059279	010-1415-424.40-31		53.45

FUND 010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
				009507	50059710	010-5310-431.40-31	145.15
				009509	50059709	010-5300-431.40-31	155.42
				009511	50059709	010-5300-431.40-33	2.60
				009513	50059285	010-1700-419.40-33	17.40
						3/22/2019 TOTAL -	1,461.24
						CUMULATIVE TOTAL -	21,236.49
3/25/2019	1739		STEPHEN STEWARD	009079	04/07-10/19	010-1200-419.50-03	125.40
3/25/2019	2324		IIMC	009062	APR 2019	010-1800-419.30-85	210.00
3/25/2019	3161		BRENT MURPHY	009237	03/06-08/19	010-1410-419.50-03	321.00
3/25/2019	4849		STEPHEN WILLIAMS	009080	04/07-10/19	010-1200-419.50-03	125.40
3/25/2019	5942		CONSTRUCTION INDUSTRIES BOARD	009052	03/14/19	010-1415-424.30-11	35.00
				009053	03/25/19	010-1415-424.30-11	35.00
				009054	03/25/19	010-1415-424.30-11	35.00
3/25/2019	8044		MIKE LESTER	009242	03/08-11/19	010-1700-419.50-03	1,109.99
3/25/2019	9746		JOHNNIE PARKS	009239	03/08-14/19	010-1700-419.50-03	37.00
3/25/2019	10190		SCOTT EUDEY	009243	03/13/19	010-1700-419.50-03	50.00
3/25/2019	10621		AMANDA YAMAGUCHI	009048	04/12-16/19	010-1410-419.50-03	364.80
				009323	02/15/19	010-1410-419.60-23	39.36
3/25/2019	10758		JOLEEN COX	009067	014/07-10/19	010-0501-415.50-03	125.40
3/25/2019	10885		LARRY CURTIS	009070	04/12-16/19	010-1410-419.50-03	364.80
3/25/2019	11107		TREVOR STACEY	009086	03/14/19	010-5300-431.30-11	43.00
3/25/2019	11243		JANE WYRIK	009238	03/06-08/19	010-1410-419.50-03	309.16
3/25/2019	11329		TAMMY KEWING	009081	JAN-MAR 2019	010-0800-415.50-03	141.00
3/25/2019	11604		CORY STYRON	009055	03/07-09/19	010-6000-451.50-03	1,254.01
3/25/2019	11612		GARY FEHREL	009324	03/04/19	010-1410-419.30-11	250.00
3/25/2019	99999		MISC-A/R REFUNDS	009047	16-692778	010-0000-342.04-00	326.84
				009051	18-708089	010-0000-342.04-00	1,127.92
				009059	18-1205378	010-0000-342.04-00	439.80
				009064	131549	010-0000-229.15-00	50.00
				009078	16-1149271	010-0000-342.04-00	50.00
						3/25/2019 TOTAL -	6,969.88
						CUMULATIVE TOTAL -	28,206.37
3/26/2019	40		AVB	009343	FEB 2019	010-0501-415.50-28	14.43
3/26/2019	88		WEST THOMSON REUTERS	009416	839877218	010-0800-415.60-28	1,401.00
				009417	539959191	010-0800-415.60-28	228.43
3/26/2019	160		DOERNER SAUNDERS DANIEL & ANDE	009356	211972	010-1700-419.30-08	120.00
3/26/2019	398		LOGO WEAR INC	009368	19330	010-1400-419.60-23	809.36
				009369	19336	010-1400-419.60-23	21.98
3/26/2019	888		PREFERRED BUSINESS SYSTEMS	009270	INV48532	010-1700-419.40-55	97.15
				009282	INV48532	010-6002-451.40-55	82.06
				009283	INV48532	010-6002-451.40-55	1.99
				009284	INV48532	010-6002-451.40-55	1.71
				009285	INV48532	010-6002-451.40-55	.62
				009291	INV48532	010-1400-419.40-55	296.03
				009292	INV48532	010-1400-419.40-55	7.26
				009293	INV48532	010-1415-424.40-55	60.81
				009294	INV48532	010-1105-419.40-55	164.78
				009295	INV48532	010-0800-415.40-55	128.23
				009298	INV48532	010-5300-431.40-55	56.24

FUND 010 GENERAL FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
				009300	1 NV48532	010-6000-451.40-55	4.28
				009301	1 NV48532	010-1800-419.40-55	22.94
				009302	1 NV48532	010-1800-419.40-55	51.11
				009305	1 NV48532	010-6005-451.40-55	17.60
				009306	1 NV48532	010-1200-419.40-55	5.36
3/26/2019	891		STOREY WRECKER SERVICE INC	009313	478782	010-5310-431.40-20	178.92
3/26/2019	1057		TULSA WORLD	009392	545043-0208	010-1700-419.50-05	44.80
				009393	545062-0208	010-1700-419.50-05	93.44
				009394	545039-0213	010-1700-419.50-05	46.08
				009395	545064-0213	010-1700-419.50-05	96.00
				009396	546097-0214	010-1700-419.50-05	192.00
				009397	545987-0220	010-1700-419.50-05	192.00
				009398	548094-0223	010-1700-419.50-05	25.60
				009399	548096-0223	010-1700-419.50-05	49.92
				009400	548034-0227	010-1700-419.50-05	51.20
				009401	548035-0227	010-1700-419.50-05	26.88
3/26/2019	3739		BRYAN SMITH AND ASSOCIATES INC	009344	134105	010-0800-415.40-28	130.00
3/26/2019	3911		YORK ELECTRONICS SYSTEMS INC	009321	67885	010-1700-419.40-07	362.18
				009421	067821	010-6002-451.40-07	166.50
3/26/2019	4409		NATIONAL OCCUPATIONAL HEALTH S	009267	1035318	010-1102-419.30-02	120.00
				009372	1035219	010-1102-419.30-02	32.50
3/26/2019	4513		CUSTOM SERVICES	009352	388122	010-6002-451.40-07	35.00
3/26/2019	4673		SCAUG	009383	08519	010-6002-451.30-11	300.00
3/26/2019	6009		AMERICAN PUBLIC WORKS ASSOCIAT	009245	1 D842818	010-5300-431.30-85	1,700.00
3/26/2019	8919		BRIK'S INCORPORATED	009254	2570993	010-1800-419.40-28	613.00
				009255	2570993	010-6000-451.40-28	340.20
3/26/2019	9420		THE VERDIN COMPANY	009388	182616	010-6000-451.40-32	546.70
3/26/2019	9794		IMPERIAL INC.	009363	2870881942	010-1700-419.50-89	36.95
3/26/2019	10360		JAVA DAVES EXECUTIVE COFFEE SE	009364	750015	010-1400-419.60-23	24.00
3/26/2019	10560		NEOPOST-MAILFINANCE LEASE#N160	009268	N7618947	010-1800-419.40-33	2,583.03
3/26/2019	10562		SEE CLICK FIX INC	009384	20172027	010-1700-419.30-87	13,772.50
3/26/2019	11249		MAILRUN COURIER SERVICES INC	009370	34990	010-0800-415.40-28	22.50
3/26/2019	11272		JOHN STORY COMPANY LLC	009365	LIT542.2018	010-0800-415.40-28	4,350.00
				009366	LIT326.2016	010-0800-415.40-28	30,906.25
3/26/2019	11426		VICENTE SEDERBERG LLC	009415	293919	010-0800-415.30-08	2,069.70
3/26/2019	11592		THE SPYGLASS GROUP LLC	009316	16892	010-1700-419.30-87	30,390.48
				009317	16973	010-1700-419.30-87	1,920.60
						3/26/2019 TOTAL -	95,012.30
						CUMULATIVE TOTAL -	123,218.67
3/27/2019	160		DOERNER SAUNDERS DANIEL & ANDE	009431	212060	010-0800-415.30-08	8,580.00
				009432	211973	010-0800-415.30-08	100.00
3/27/2019	203		FEDERAL EXPRESS CORPORATION	009499	649682587	010-1700-419.50-39	111.78
				009500	649722788	010-1700-419.50-39	191.68
3/27/2019	501		CHAMBER OF COMMERCE	009427	47057	010-0300-413.30-11	22.00
				009428	47057	010-1700-419.30-11	22.00
3/27/2019	575		CRAWFORD & ASSOCIATES, P. C.	009497	12281	010-0501-415.30-87	4,358.75
3/27/2019	2298		WAGONER COUNTY COURT CLERK	009447	CV18114	010-0800-415.40-28	349.00
3/27/2019	3230		ORPS	009442	00787	010-6002-451.30-11	25.00
				009443	00786	010-6002-451.30-11	25.00
3/27/2019	4821		H&R LIFTING AND BUCKET SERVICE	009434	030519	010-6000-451.40-28	795.00

FUND 010 GENERAL FUND						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
3/27/2019	5636	MTTA	009441	INC032011	010-1700-419.40-28	26,689.73
3/27/2019	10360	JAVA DAVES EXECUTIVE COFFEE SE	009437	001801	010-5310-431.60-23	10.00
			009438	001801	010-5300-431.60-23	43.53
3/27/2019	11593	ACCTKNOWLEDGE	009423	31298	010-0800-415.50-37	1,088.00
			009424	31331	010-0800-415.50-37	1,088.00
			009425	31258	010-0800-415.50-37	1,088.00
			009426	31135	010-0800-415.50-37	870.40
					3/27/2019 TOTAL -	45,457.87
					CUMULATIVE TOTAL -	168,676.54
4/02/2019	309	OKLAHOMA NATURAL GAS CO	000591	110093891	010-6001-451.50-24	214.66
			004039	179333536	010-6000-451.50-24	157.97
			004043	111356527	010-5300-431.50-24	267.57
4/02/2019	442	AMERICAN ELECTRIC POWER	000095	95168310308	010-5105-432.50-25	149.38
			000568	9505665560	010-6005-451.50-25	801.32
			000569	9589756821	010-6005-451.50-25	301.29
			001660	9562931030	010-1700-419.50-25	1,330.17
			002393	9537786031	010-6001-451.50-25	43.66
			004379	9558028930	010-6005-451.50-25	20.84
			007603	9501769030	010-6001-451.50-25	1,282.22
			009380	9526921030	010-6005-451.50-25	37.47
			009438	9509340221	010-1700-419.50-25	151.03
			009452	9567510260	010-1700-419.50-25	64.52
4/02/2019	6347	COX COMMUNICATIONS	009453	9593259150	010-1700-419.50-25	128.15
			000299	063475501	010-6000-451.50-54	74.95
			000587	061076801	010-1200-419.50-54	107.82
			000660	064999903	010-5300-431.50-22	66.95
			003038	070830601	010-6000-451.50-54	73.95
			003039	070830501	010-6000-451.50-54	73.95
			003040	070830401	010-6000-451.50-54	73.95
			003781	067687001	010-6001-451.50-23	81.08
			004026	066245901	010-6002-451.50-22	122.58
			006107	067085801	010-6002-451.50-22	74.20
			006852	073542801	010-6000-451.50-54	110.00
4/02/2019	7521	CRAIG THURMOND	009455	071146301	010-6001-451.50-23	171.96
4/02/2019	7724	WINDSTREAM	000374	APR 2019	010-1700-419.50-22	80.00
			009456	2544015	010-6000-451.50-54	145.54
			009460	4512883	010-6000-451.50-54	36.22
			009462	3555028	010-6002-451.50-22	41.96
			009463	4558004	010-6000-451.50-22	128.31
			009477	4550177	010-6000-451.50-22	165.74
			009478	2517117	010-6002-451.50-22	45.86
			009479	2598695	010-6002-451.50-22	70.52
			009480	2598696	010-6002-451.50-22	56.38
			009481	3550282	010-6002-451.50-22	257.50
			009482	2591700	010-6004-451.50-22	185.81
4/02/2019	7782	TIGER, INC.	009484	2598691	010-5105-432.50-22	84.26
4/02/2019	8044	MIKE LESTER	003044	1100938	010-6001-451.50-24	536.95
4/02/2019	8512	AT&T MOBILITY	000377	APR 2019	010-1700-419.50-22	80.00
			005085	2300334	010-6005-451.50-54	7.64
			005086	2320465	010-6005-451.50-54	10.64

PREPARED 3/29/19, 6:45:09  
PROGRAM GM314L  
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 9

FUND	010 GENERAL FUND						
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		
DUE	NO	NAME	NO	NO	NO	AMOUNT	
			005087	3138192	010-6005-451.50-54	7.64	
			005088	4022955	010-6005-451.50-54	7.64	
			005097	2321252	010-1102-419.50-54	44.96	
			005098	6133722	010-1102-419.50-54	7.64	
			005099	6133833	010-1102-419.50-54	44.96	
			005109	2822911	010-1800-419.50-54	41.97	
			005110	7204455	010-1800-419.50-54	44.96	
			005118	3136667	010-1400-419.50-54	41.97	
			005119	3137077	010-1400-419.50-54	13.97	
			005120	3443899	010-6000-451.50-54	7.64	
			005121	4029871	010-6000-451.50-54	7.64	
			005122	4039891	010-6000-451.50-54	7.64	
			005123	3444643	010-6002-451.50-22	7.64	
			005124	5219081	010-6002-451.50-54	7.64	
			005125	6193900	010-6002-451.50-22	44.96	
			005126	4396368	010-0501-415.50-54	44.96	
			005127	7280031	010-0501-415.50-54	41.23	
			005128	6077329	010-0800-415.50-54	7.64	
			005129	3446900	010-1200-419.50-54	7.18	
			005130	3782674	010-1200-419.50-54	44.96	
			005131	5192169	010-1200-419.50-54	44.96	
			005132	5216618	010-1200-419.50-54	7.64	
			005133	6004629	010-1200-419.50-54	44.96	
			005134	6254419	010-1200-419.50-54	44.96	
			005135	6302539	010-1200-419.50-54	44.96	
			005136	9825567	010-1200-419.50-54	44.96	
			005137	9825611	010-1200-419.50-54	44.96	
			005138	9825679	010-1200-419.50-54	44.96	
			005139	3460929	010-1700-419.50-54	11.02-	
			005140	4072369	010-1700-419.50-54	11.02-	
			005141	4080449	010-1700-419.50-54	44.96	
			005142	4305709	010-1700-419.50-54	11.02-	
			005143	4305978	010-1700-419.50-54	11.02-	
			005144	3464830	010-0300-413.50-54	11.02-	
			005145	4389718	010-0300-413.50-54	44.96	
			005146	6339753	010-0300-413.50-54	11.02-	
			005147	6404230	010-0300-413.50-54	11.02-	
			005148	3785891	010-0310-413.50-54	44.96	
			005151	4396540	010-1415-424.50-54	7.84	
			005152	9825659	010-1415-424.50-54	7.64	
			005153	9825660	010-1415-424.50-54	7.64	
			005154	9825678	010-1415-424.50-54	48.83	
			005158	6253282	010-1415-424.50-22	32.02	
			005166	6714385	010-5300-431.50-54	41.23	
			005167	6714569	010-5300-431.50-54	41.23	
			005168	6714631	010-5300-431.50-54	7.64	
			005169	6714728	010-5300-431.50-54	41.23	
			005170	6714968	010-5300-431.50-54	41.23	
			005171	6715087	010-5300-431.50-54	41.23	
			005172	6715150	010-5300-431.50-54	7.64	
			005173	6715879	010-5300-431.50-54	41.23	

FUND	010	GENERAL	FUND	VOUCHER	INVOICE	ACCOUNT	AMOUNT
DATE				NO	NO	NO	
DUE	VENDOR	VENDOR					
	NO	NAME					
				005174	6930100	010-5105-432.50-22	37.90
				005175	9825615	010-1415-424.50-54	7.64
				005176	9825618	010-1415-424.50-54	7.64
				005177	9825642	010-1415-424.50-54	7.64
				005178	9825648	010-1415-424.50-54	7.64
				005179	9825657	010-1415-424.50-54	7.64
				005180	9825662	010-1415-424.50-54	41.23
				005181	9825671	010-1415-424.50-54	7.64
				005182	9825677	010-1415-424.50-54	7.64
				005183	4305748	010-5310-431.50-54	41.23
				005185	5198476	010-5310-431.50-54	7.84
				006106	8634936	010-1415-424.50-54	44.96
				006758	2311765	010-5310-431.50-54	44.96
				006759	2312712	010-5310-431.50-54	44.96
				006760	2317188	010-5310-431.50-54	44.96
				006761	2318922	010-5310-431.50-54	44.96
				006762	2328342	010-5310-431.50-54	44.96
				006763	2372488	010-5310-431.50-54	44.96
				006764	2612687	010-5310-431.50-54	44.96
				006765	2612776	010-5310-431.50-54	44.96
				006766	2618738	010-5310-431.50-54	44.96
				006767	2843764	010-5310-431.50-54	44.96
				006768	3138889	010-5310-431.50-54	44.96
				006769	3446989	010-5310-431.50-54	44.96
				006770	3464457	010-5310-431.50-54	44.96
				006771	3464872	010-5310-431.50-54	44.96
				006772	3786046	010-5310-431.50-54	44.96
				006773	3786715	010-5310-431.50-54	44.96
				006774	3788277	010-5310-431.50-54	44.96
				006775	3788693	010-5310-431.50-54	44.96
				006776	4023660	010-5310-431.50-54	44.96
				006777	4072545	010-5310-431.50-54	44.96
				006778	4072960	010-5310-431.50-54	44.96
				006779	4979043	010-5310-431.50-54	44.96
				006780	5081956	010-5310-431.50-54	44.96
				006781	5100975	010-5310-431.50-54	44.96
				006782	5102937	010-5310-431.50-54	44.96
				006783	5193780	010-5310-431.50-54	44.96
				006784	5196242	010-5310-431.50-54	44.96
				006785	5200026	010-5310-431.50-54	44.96
				006786	8598474	010-5310-431.50-54	44.96
				007866	5206380	010-1700-419.50-54	7.60
4/02/2019	9746	JOHNNIE PARKS		000376	APR 2019	010-1700-419.50-22	80.00
4/02/2019	10190	SCOTT EUDEY		000378	APR 2019	010-1700-419.50-22	80

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FUND	025	EXCESS CAPACITY	SEWER ESC				
DATE	VENDOR	VENDOR		VOUCHER	I NVOI CE	ACCOUNT	
DUE	NO	NAME		NO	NO	NO	AMOUNT
3/26/2019	11613	COWEN CONSTRUCTI ON		009349	02/22/19	025-5415-435.70-15	4,660.00
						3/26/2019 TOTAL -	4,660.00
						FUND 025 TOTAL -	4,660.00

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FUND	DATE DUE	STORMWATER VENDOR NO	CAPITAL VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
026	3/26/2019	92	WHITE STAR MACHINERY & SUPPLY	009418	07192874	026-5305-438.70-15	3,654.00
				009419	07191059	026-5305-438.70-15	3,654.00
				009420	07191498	026-5305-438.70-15	3,654.00
						3/26/2019 TOTAL -	10,962.00
						FUND 026 TOTAL -	10,962.00



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FUND 027 CONVENTION&VISITOR BUREAU							
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT	
2/27/2019	7953	COMMUNICATIONS SUPPLY CORP	PI 0251	400222	027-1700-419.60-23	159.00	
					2/27/2019 TOTAL -	159.00	
					CUMULATIVE TOTAL -	159.00	
3/07/2019	5941	LOWES	PI 0431	11364	027-1700-419.60-23	22.99	
					3/07/2019 TOTAL -	22.99	
					CUMULATIVE TOTAL -	181.99	
3/26/2019	2669	GREEN COUNTRY MARKETING ASSOC	009360	11545	027-1700-419.30-87	312.50	
3/26/2019	10873	STR INC	009315	442871	027-1700-419.40-28	2,200.00	
					3/26/2019 TOTAL -	2,512.50	
					CUMULATIVE TOTAL -	2,694.49	
3/27/2019	1443	SUNGLOW INCORPORATED	009445	SU19091	027-1700-419.50-86	644.00	
					3/27/2019 TOTAL -	644.00	
					FUND 027 TOTAL -	3,338.49	

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FUND	DATE DUE	B. A. PUBLIC GOLF VENDOR NO	AUTHORITY VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	10/15/2005	6036	CUTTER & BUCK	004564	14005841	028-0000-141.28-01	286.00-
				004565	90079053	028-0000-141.28-01	131.25
				004566	90079053	028-6103-451.60-60	6.55
						10/15/2005 TOTAL -	148.20-
						CUMULATIVE TOTAL -	148.20-
	12/31/2005	6036	CUTTER & BUCK	007973	90156546	028-0000-141.28-01	28.94-
				007974	90156547	028-0000-141.28-01	52.90-
						12/31/2005 TOTAL -	81.84-
						FUND 028 TOTAL -	230.04-

FUND	030	SALES TAX CAPITAL IMPROV	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
11/19/2018	278	PHYSIO-CONTROL INC	PI 7441	518001428	030-3502-422.70-17	946.00-			
					11/19/2018 TOTAL -	946.00-			
					CUMULATIVE TOTAL -	946.00-			
2/15/2019	194	ELLIS CONST ACCESSORIES LTD	PI 0406	210751	030-5300-431.70-17	58.00			
2/15/2019	8940	911 CUSTOM	PI 0295	34815	030-3501-422.70-02	925.74			
					2/15/2019 TOTAL -	983.74			
					CUMULATIVE TOTAL -	37.74			
2/27/2019	2372	WATKINS SAND COMPANY INC	PI 0347	18553X	030-5300-431.70-17	300.00			
2/27/2019	3558	SOUTHWEST TRAILERS & EQUIPMENT	PI 0289	SL10000	030-5300-431.70-04	29,994.00			
					2/27/2019 TOTAL -	30,294.00			
					CUMULATIVE TOTAL -	30,331.74			
2/28/2019	602	GADES SALES CO INC	PI 0404	0075573	030-5310-431.70-17	51,650.00			
2/28/2019	2372	WATKINS SAND COMPANY INC	PI 0349	18658X	030-5300-431.70-17	300.00			
2/28/2019	6733	CROSSLAND HEAVY CONTRACTORS INC	PI 0400	8	030-5300-431.70-15	1,032.36			
					2/28/2019 TOTAL -	52,982.36			
					CUMULATIVE TOTAL -	83,314.10			
3/04/2019	399	LOCKE SUPPLY COMPANY	PI 0261	3663140200	030-5300-431.70-17	23.13			
3/04/2019	7486	BUILDING SPECIALTIES/ L&W SUPPL	PI 0208	182215728	030-5300-431.70-17	170.40			
					3/04/2019 TOTAL -	193.53			
					CUMULATIVE TOTAL -	83,507.63			
3/05/2019	399	LOCKE SUPPLY COMPANY	PI 0263	3663925300	030-5300-431.70-17	342.77			
3/05/2019	4728	CHICKASAW TELECOM INC	PI 0385	50740	030-5300-431.70-17	3,912.08			
3/05/2019	4730	DELL MARKETING L.P.	PI 0213	10302104716	030-3001-421.70-19	702.88			
					3/05/2019 TOTAL -	4,957.73			
					CUMULATIVE TOTAL -	88,465.36			
3/06/2019	5941	LOWES	PI 0423	01326	030-5300-431.70-17	31.31			
			PI 0425	02922	030-5300-431.70-17	32.28			
3/06/2019	7486	BUILDING SPECIALTIES/ L&W SUPPL	PI 0375	182215766	030-5300-431.70-17	125.28-			
					3/06/2019 TOTAL -	61.69-			
					CUMULATIVE TOTAL -	88,403.67			
3/07/2019	7486	BUILDING SPECIALTIES/ L&W SUPPL	PI 0376	182215819	030-5300-431.70-17	985.60			
					3/07/2019 TOTAL -	985.60			
					CUMULATIVE TOTAL -	89,389.27			
3/08/2019	7486	BUILDING SPECIALTIES/ L&W SUPPL	PI 0377	182215861	030-5300-431.70-17	1,002.60			
3/08/2019	8940	911 CUSTOM	PI 0323	348151	030-3501-422.70-02	3,878.95			
					3/08/2019 TOTAL -	4,881.55			
					CUMULATIVE TOTAL -	94,270.82			
3/11/2019	251	SHERWIN WILLIAMS CO	PI 0658	34200	030-5300-431.70-17	13.98			
			PI 0659	36998	030-5300-431.70-17	342.40			
					3/11/2019 TOTAL -	356.38			
					CUMULATIVE TOTAL -	94,627.20			

FUND	030	SALES TAX CAPITAL IMPROV					
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
3/12/2019	251	SHERWIN WILLIAMS CO	PI 0660	89600	030-5300-431.70-17		129.15
3/12/2019	399	LOCKE SUPPLY COMPANY	PI 0506	3669447100	030-5300-431.70-17		5.45
			PI 0507	3669453900	030-5300-431.70-17		9.15
			PI 0508	3669713900	030-5300-431.70-17		.47
3/12/2019	602	GADES SALES CO INC	PI 0463	0075646	030-5310-431.70-17		2,730.00
					3/12/2019 TOTAL -		2,874.22
					CUMULATIVE TOTAL -		97,501.42
3/26/2019	194	ELLIS CONST ACCESSORIES LTD	009357	210912	030-5300-431.70-17		11.70
3/26/2019	1756	CENTRAL PARK TAG AGENCY	009257	L0824282704	030-3001-421.70-02		34.00
3/26/2019	11213	HALFF ASSOCIATES INC	009362	0021043	030-1410-419.70-17		12,872.32
					3/26/2019 TOTAL -		12,918.02
					CUMULATIVE TOTAL -		110,419.44
3/27/2019	10310	MARM C FIRE & SAFETY CO INC	009440	5190152	030-5300-431.70-17		225.00
3/27/2019	11613	COWEN CONSTRUCTION	009430	03/04/19	030-1700-419.70-15		10,939.19
					3/27/2019 TOTAL -		11,164.19
					FUND 030 TOTAL -		121,583.63

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FUND 031 POLICE ENHANCEMENT

DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
3/25/2019	9030	DARI N ZUMWALT	009058	04/07-12/19	031-3001-421.50-03	336.00
					3/25/2019 TOTAL -	336.00
					FUND 031 TOTAL -	336.00

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FUND	032	PARK AND RECREATION	DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
			DUE	NO	NAME	NO	NO	NO	
3/11/2019	10566	SITE ONE LANDSCAPE SUPPLY LLC	PI 0591	89524418001	032-6000-451.70-15				139.25
					3/11/2019 TOTAL -				139.25
					CUMULATIVE TOTAL -				139.25
3/15/2019	10082	THIRD GENERATION ELECTRICAL INC	PI 0460	1	032-6000-451.70-17				94,291.30
					3/15/2019 TOTAL -				94,291.30
					FUND 032 TOTAL -				94,430.55

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FUND	037	CRI ME PREVENTI ON					
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
3/18/2019	8512	AT&T MOBI LI TY	005677	3138688	037-3001-421.50-22		44.59
					3/18/2019 TOTAL -		44.59
					CUMULATI VE TOTAL -		44.59
3/25/2019	4991	TANYA DAUER	009083	04/10-13/19	037-3001-421.50-03		198.00
3/25/2019	9613	KARI N WITTE	009069	04/10-13/19	037-3001-421.50-03		198.00
3/25/2019	11561	TANA DARAI S	009082	04/10-13/19	037-3001-421.50-03		198.00
					3/25/2019 TOTAL -		594.00
					FUND 037 TOTAL -		638.59

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FUND	040	BATTLE CREEK GOLF COURSE					
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
6/01/2006	6385	MACGREGOR GOLF COMPANY	004890	917284	040-0000-141.28-01		480.00-
					6/01/2006 TOTAL -		480.00-
					CUMULATIVE TOTAL -		480.00-
6/09/2006	6385	MACGREGOR GOLF COMPANY	005406	917394	040-0000-141.28-01		380.00-
					6/09/2006 TOTAL -		380.00-
					FUND 040 TOTAL -		860.00-



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FUND 041 ALCOHOL ENFORCEMENT							
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO		AMOUNT
3/26/2019	6878	BOARD OF TESTS	009252	8275	041-3001-421.30-11		558.00
					3/26/2019 TOTAL -		558.00
					FUND 041 TOTAL -		558.00

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FUND	043 STREET SALES TAX						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT	
2/11/2019	11531	RADAR SIGN, LLC	PI 0294	8320	043-5300-431.70-04	16,508.80	
					2/11/2019 TOTAL -	16,508.80	
					CUMULATI VE TOTAL -	16,508.80	
2/23/2019	420	APAC- CENTRAL, I NC	PI 0196	7001207878	043-5300-431.70-15	4,897.40	
					2/23/2019 TOTAL -	4,897.40	
					CUMULATI VE TOTAL -	21,406.20	
3/09/2019	420	APAC- CENTRAL, I NC	PI 0522	7001211695	043-5300-431.70-15	3,770.20	
					3/09/2019 TOTAL -	3,770.20	
					CUMULATI VE TOTAL -	25,176.40	
3/19/2019	6404	BRI GHT LI GHTI NG, I NC.	PI 0407	3	043-5300-431.70-15	110,174.82	
					3/19/2019 TOTAL -	110,174.82	
					CUMULATI VE TOTAL -	135,351.22	
3/26/2019	1057	TULSA WORLD	009402	537503-0107	043-5300-431.70-16	204.18	
3/26/2019	9315	CHEROKEE PRI DE CONST. I NC.	PI 0461	2	043-5300-431.70-15	15,647.00	
					3/26/2019 TOTAL -	15,851.18	
					FUND 043 TOTAL -	151,202.40	

FUND	044	PUBLIC SAFETY	SALES TAX				
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT	
1/28/2019	4311	UNITED FORD	PI 0342	3264679	044-3001-421.60-20	123.77	
					1/28/2019 TOTAL -	123.77	
					CUMULATIVE TOTAL -	123.77	
1/30/2019	6576	BAYSINGER POLICE SUPPLY	PI 0366	1022897	044-3001-421.60-10	184.54	
					1/30/2019 TOTAL -	184.54	
					CUMULATIVE TOTAL -	308.31	
2/16/2019	7644	SOUTHERN AGRICULTURE	PI 0579	535812	044-3001-421.60-47	56.99	
					2/16/2019 TOTAL -	56.99	
					CUMULATIVE TOTAL -	365.30	
2/24/2019	7644	SOUTHERN AGRICULTURE	PI 0580	565288	044-3001-421.60-47	56.99	
					2/24/2019 TOTAL -	56.99	
					CUMULATIVE TOTAL -	422.29	
2/28/2019	399	LOCKE SUPPLY COMPANY	PI 0241	3660669800	044-3001-421.60-18	13.49	
2/28/2019	4311	UNITED FORD	PI 0343	3264260	044-3001-421.60-20	389.57	
			PI 0344	3264272	044-3001-421.60-20	79.81	
2/28/2019	7644	SOUTHERN AGRICULTURE	PI 0581	537166	044-3001-421.60-47	110.48	
2/28/2019	8099	EMERGENCY POWER SYSTEMS INC	PI 0405	CT5364	044-3009-421.60-20	199.29	
					2/28/2019 TOTAL -	792.64	
					CUMULATIVE TOTAL -	1,214.93	
3/01/2019	90	NAPA AUTO PARTS	PI 0297	2210926540	044-3001-421.60-20	29.82	
					3/01/2019 TOTAL -	29.82	
					CUMULATIVE TOTAL -	1,244.75	
3/04/2019	90	NAPA AUTO PARTS	PI 0300	2210926715	044-3001-421.60-20	39.19	
3/04/2019	4311	UNITED FORD	PI 0351	3264708	044-3009-421.60-20	117.88	
3/04/2019	6656	SOUTH EAST AUTO TRIM INC.	PI 0324	56932	044-3001-421.40-20	50.00	
3/04/2019	6769	SPECIAL-OPS UNIFORMS, INC. - TULSA	PI 0587	788202	044-3001-421.60-11	5,965.00	
					3/04/2019 TOTAL -	6,172.07	
					CUMULATIVE TOTAL -	7,416.82	
3/05/2019	90	NAPA AUTO PARTS	PI 0304	2210926834	044-3001-421.60-20	40.86	
			PI 0310	2210926862	044-3001-421.60-20	39.19	
			PI 0315	2210926887	044-3001-421.60-20	267.73	
3/05/2019	238	GOODYEAR AUTO SERVICE CENTER	PI 0204	151292	044-3001-421.60-20	60.00	
			PI 0205	1512968	044-3001-421.60-20	50.00	
3/05/2019	399	LOCKE SUPPLY COMPANY	PI 0262	3663776400	044-3001-421.60-18	1.82	
3/05/2019	4311	UNITED FORD	PI 0353	3266541	044-3001-421.60-20	187.08	
3/05/2019	6656	SOUTH EAST AUTO TRIM INC.	PI 0326	56935	044-3001-421.40-20	250.00	
3/05/2019	6822	TULSA WINNELSON COMPANY	PI 0655	10786201	044-3008-421.60-18	103.27	
					3/05/2019 TOTAL -	999.95	
					CUMULATIVE TOTAL -	8,416.77	
3/07/2019	90	NAPA AUTO PARTS	PI 0598	2210927068	044-3001-421.60-20	39.19	
3/07/2019	206	FERGUSON PONTIAC GMC TRUCK	PI 0467	143397	044-3001-421.60-20	398.57	
3/07/2019	5941	LOWES	PI 0430	10650	044-3001-421.60-18	164.06	
			PI 0432	13441	044-3009-421.60-23	113.05	
					3/07/2019 TOTAL -	714.87	
					CUMULATIVE TOTAL -	9,131.64	

FUND 044 PUBLIC SAFETY SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	3/08/2019	90	NAPA AUTO PARTS	PI 0603	2210927166	044-3001-421.60-20	2.79
				PI 0604	2210927167	044-3001-421.60-20	51.99
	3/08/2019	5941	LOWES	PI 0435	02341	044-3001-421.60-18	12.34
	3/08/2019	8362	EMBLEMS INC. DBA	PI 0527	29261	044-3001-421.60-10	336.00
						3/08/2019 TOTAL -	403.12
						CUMULATIVE TOTAL -	9,534.76
	3/11/2019	90	NAPA AUTO PARTS	PI 0606	2210927422	044-3001-421.60-20	247.85
				PI 0607	2210927441	044-3009-421.60-20	46.60
	3/11/2019	255	SAFETY GLOVE INC	PI 0688	89739600	044-3009-421.60-11	69.99
	3/11/2019	9813	JAMISON AUTO GLASS LLC	PI 0448	4355	044-3001-421.60-20	235.00
						3/11/2019 TOTAL -	599.44
						CUMULATIVE TOTAL -	10,134.20
	3/12/2019	5941	LOWES	PI 0484	01655	044-3001-421.60-18	45.40
	3/12/2019	8666	TIGER WINDOW TINTING	PI 0689	2823	044-3001-421.40-20	20.00
						3/12/2019 TOTAL -	65.40
						CUMULATIVE TOTAL -	10,199.60
	3/13/2019	90	NAPA AUTO PARTS	PI 0617	2210927647	044-3001-421.60-20	2.86
	3/13/2019	4311	UNITED FORD	PI 0648	3271145	044-3001-421.60-20	58.81
				PI 0649	3272208	044-3009-421.60-20	141.67
	3/13/2019	5941	LOWES	PI 0488	02123	044-3001-421.60-18	29.45
	3/13/2019	11590	ACOUSTIMAC LLC	PI 0529	600011013	044-3001-421.60-18	792.39
						3/13/2019 TOTAL -	1,025.18
						CUMULATIVE TOTAL -	11,224.78
	3/14/2019	90	NAPA AUTO PARTS	PI 0628	2210927770	044-3001-421.60-20	15.98
				PI 0632	2210927810	044-3009-421.60-20	41.36
				PI 0633	2210927828	044-3001-421.60-20	72.42
						3/14/2019 TOTAL -	129.76
						CUMULATIVE TOTAL -	11,354.54
	3/15/2019	90	NAPA AUTO PARTS	PI 0640	2210927934	044-3001-421.60-20	52.53
						3/15/2019 TOTAL -	52.53
						CUMULATIVE TOTAL -	11,407.07
	3/18/2019	8512	AT&T MOBILITY	001996	2316951	044-3001-421.50-54	40.04
				001999	2317265	044-3001-421.50-54	40.04
				002000	2633863	044-3001-421.50-54	40.04
				002001	2616931	044-3001-421.50-54	40.04
				002002	2824135	044-3001-421.50-54	40.04
				002003	2825934	044-3001-421.50-54	40.04
				002004	2826529	044-3001-421.50-54	40.04
				002005	3449379	044-3001-421.50-54	40.04
				002006	3462943	044-3001-421.50-54	40.04
				002007	3468315	044-3001-421.50-54	40.04
				002008	3468318	044-3001-421.50-54	40.04
				002009	3780611	044-3001-421.50-54	40.04
				002010	3782652	044-3001-421.50-54	40.04
				002011	3787692	044-3001-421.50-54	40.04

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FUND 044 PUBLIC SAFETY SALES TAX															
DATE	VENDOR	VENDOR		VOUCHER	INVOICE	ACCOUNT		AMOUNT							
DUE	NO	NAME		NO	NO	NO									
				002012	4020908	044-3001-421.50-54		40.04							
				002013	4021431	044-3001-421.50-54		40.04							
				002014	4026622	044-3001-421.50-54		40.04							
				002015	5101273	044-3001-421.50-54		40.04							
				002016	5102830	044-3001-421.50-54		40.04							
				002017	5192193	044-3001-421.50-54		40.04							
				002018	6008399	044-3001-421.50-54		40.04							
				002019	6008653	044-3001-421.50-54		40.04							
				002020	6008668	044-3001-421.50-54		40.04							
				002021	6008669	044-3001-421.50-54		40.04							
				002022	6008680	044-3001-421.50-54		40.04							
				002023	6008681	044-3001-421.50-54		40.04							
				002024	6133872	044-3001-421.50-54		40.04							
				002025	6334151	044-3001-421.50-54		40.04							
				002026	6916811	044-3001-421.50-54		40.04							
				002027	7046849	044-3001-421.50-54		40.04							
				002028	7345399	044-3001-421.50-54		40.04							
				002029	7345411	044-3001-421.50-54		40.04							
				002032	7345428	044-3001-421.50-54		40.04							
				002034	7345462	044-3001-421.50-54		40.04							
				002035	7345464	044-3001-421.50-54		40.04							
				002037	7345499	044-3001-421.50-54		40.04							
				002039	8456674	044-3001-421.50-54		40.04							
				002041	8993532	044-3001-421.50-54		40.04							
				002042	8994790	044-3001-421.50-54		40.04							
				002043	8996527	044-3001-421.50-54		40.04							
				002044	9061878	044-3001-421.50-54		40.04							
				002046	9331675	044-3001-421.50-54		40.04							
				002047	9343390	044-3001-421.50-54		40.04							
				002049	9344067	044-3001-421.50-54		40.04							
				002050	9345340	044-3001-421.50-54		40.04							
				002051	9345860	044-3001-421.50-54		40.04							
				002053	9346258	044-3001-421.50-54		40.04							
				002054	9347478	044-3001-421.50-54		40.04							
				002055	9348047	044-3001-421.50-54		40.04							
				002056	9348051	044-3001-421.50-54		40.04							
				002057	9348840	044-3001-421.50-54		40.04							
				002058	9348848	044-3001-421.50-54		40.04							
				002059	9348881	044-3001-421.50-54		40.04							
				002060	9348903	044-3001-421.50-54		40.04							
				002061	9348912	044-3001-421.50-54		40.04							
				002062	9348915	044-3001-421.50-54		40.04							
				002063	9495846	044-3001-421.50-54		40.04							
				002064	9497207	044-3001-421.50-54		40.04							
				002065	9780240	044-3001-421.50-54		40.04							
				002066	9780245	044-3001-421.50-54		40.04							
				002067	9781649	044-3001-421.50-54		40.04							
				002068	9781841	044-3001-421.50-54		40.04							
				002069	9781846	044-3001-421.50-54		40.04							
				002070	9783177	044-3001-421.50-54		40.04							
				002071	9783673	044-3001-421.50-54		40.04							

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FUND	DATE DUE	044 PUBLIC SAFETY SALES TAX VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
				002072	9785287	044-3001-421.50-54	40.04
				002073	9786731	044-3001-421.50-54	40.04
				002074	9788653	044-3001-421.50-54	40.04
				002075	9822406	044-3001-421.50-54	40.04
				002076	9822593	044-3001-421.50-54	40.04
				002077	9825391	044-3001-421.50-54	40.04
				002078	9825617	044-3001-421.50-54	40.04
				002079	9825628	044-3001-421.50-54	40.04
				002080	9845847	044-3001-421.50-54	40.04
				002081	9845850	044-3001-421.50-54	40.04
				002082	9847593	044-3001-421.50-54	40.04
				002083	9847942	044-3001-421.50-54	40.04
				002084	9848069	044-3001-421.50-54	40.04
				002085	9848557	044-3001-421.50-54	40.04
				002086	9860162	044-3001-421.50-54	40.04
				002087	9860519	044-3001-421.50-54	40.04
				002088	9860824	044-3001-421.50-54	40.04
				002089	9862647	044-3001-421.50-54	40.04
				002090	9862971	044-3001-421.50-54	40.04
				002091	9863447	044-3001-421.50-54	40.04
				002092	9864416	044-3001-421.50-54	40.04
				002093	9866726	044-3001-421.50-54	40.04
				002094	9911324	044-3001-421.50-54	40.04
				002095	9984227	044-3001-421.50-54	40.04
				002096	9984306	044-3001-421.50-54	40.04
				002097	9984307	044-3001-421.50-54	40.04
				002098	9984308	044-3001-421.50-54	40.04
				002099	9984309	044-3001-421.50-54	40.04
				002100	9984315	044-3001-421.50-54	40.04
				002101	9984316	044-3001-421.50-54	40.04
				002102	9984317	044-3001-421.50-54	40.04
				002103	9984318	044-3001-421.50-54	40.04
				002104	9984320	044-3001-421.50-54	40.04
				002105	9984321	044-3001-421.50-54	40.04
				002106	9984322	044-3001-421.50-54	40.04
				002107	9984323	044-3001-421.50-54	40.04
				002108	9984324	044-3001-421.50-54	40.04
				002109	9984325	044-3001-421.50-54	40.04
				002110	9984327	044-3001-421.50-54	40.04
				002111	9984335	044-3001-421.50-54	40.04
				002112	9984336	044-3001-421.50-54	40.04
				002113	9984337	044-3001-421.50-54	40.04
				002114	9984338	044-3001-421.50-54	40.04
				002115	9984339	044-3001-421.50-54	40.04
				002116	9984340	044-3001-421.50-54	40.04
				002117	9984341	044-3001-421.50-54	40.04
				002118	9984342	044-3001-421.50-54	40.04
				002119	9984344	044-3001-421.50-54	40.04
				002120	9984345	044-3001-421.50-54	40.04
				002121	9984346	044-3001-421.50-54	40.04
				002122	9984347	044-3001-421.50-54	40.04

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FUND	044	PUBLIC SAFETY SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
						002123	9984348	044-3001-421.50-54	40.04
						002124	9984349	044-3001-421.50-54	40.04
						002125	9984350	044-3001-421.50-54	40.04
						002126	9984351	044-3001-421.50-54	40.04
						002127	9984352	044-3001-421.50-54	40.04
						002128	9984353	044-3001-421.50-54	40.04
						002129	2370782	044-3001-421.50-22	40.04
						002130	2605003	044-3001-421.50-22	40.04
						002131	2698719	044-3001-421.50-22	49.25
						002132	2840068	044-3001-421.50-22	49.25
						002133	2847475	044-3001-421.50-22	40.04
						002134	2929789	044-3001-421.50-22	40.04
						002135	3442553	044-3001-421.50-22	49.25
						002136	4026002	044-3001-421.50-22	49.25
						002137	5081905	044-3001-421.50-22	49.25
						002138	5085352	044-3001-421.50-22	40.04
						002139	5085355	044-3001-421.50-22	40.04
						002140	5085356	044-3001-421.50-22	40.04
						002141	5085357	044-3001-421.50-22	40.04
						002142	5085358	044-3001-421.50-22	40.04
						002143	5085376	044-3001-421.50-22	40.04
						002144	5085377	044-3001-421.50-22	40.04
						002145	5085378	044-3001-421.50-22	40.04
						002146	5085379	044-3001-421.50-22	40.04
						002147	5085380	044-3001-421.50-22	40.04
						002148	6008635	044-3001-421.50-22	40.04
						002149	6008649	044-3001-421.50-22	40.04
						002150	6008650	044-3001-421.50-22	40.04
						002151	6008651	044-3001-421.50-22	40.04
						002152	6008652	044-3001-421.50-22	40.04
						002153	6255642	044-3001-421.50-22	49.25
						002154	6258013	044-3001-421.50-22	49.25
						002155	6303497	044-3001-421.50-22	49.25
						002156	6939974	044-3001-421.50-22	49.25
						002157	7067901	044-3001-421.50-22	40.04
						002158	7981036	044-3001-421.50-22	49.25
						002160	7981043	044-3001-421.50-22	49.62
						002161	8844027	044-3001-421.50-22	40.04
						002162	8990379	044-3001-421.50-22	40.04
						002163	8990385	044-3001-421.50-22	40.04
						002164	9913639	044-3001-421.50-22	49.25
						002165	9981723	044-3001-421.50-22	49.62
						002289	8088908	044-3009-421.50-22	15.95
						003541	7066245	044-3001-421.50-22	49.25
						005672	2316144	044-3001-421.50-22	44.57
								3/18/2019 TOTAL -	6,556.56
								CUMULATIVE TOTAL -	17,963.63
3/22/2019	9151	CLEAN THE UNIFORM CO OKLAHOMA				008970	50056548	044-3001-421.40-33	17.20
						009027	50058239	044-3001-421.40-33	1.60
						009028	50058241	044-3009-421.40-33	4.45

FUND	044	PUBLIC SAFETY	SALES TAX				
DATE	VENDOR	VENDOR		VOUCHER	INVOICE	ACCOUNT	AMOUNT
DUE	NO	NAME		NO	NO	NO	
				009032	50058683	044-3001-421.40-33	17.20
						3/22/2019 TOTAL -	40.45
						CUMULATIVE TOTAL -	18,004.08
3/25/2019	2525	BETH SHAW		009049	03/31-04/03/19	044-3001-421.50-03	165.00
3/25/2019	4593	W. KEITH COOK		009087	04/17/19	044-3001-421.50-03	55.00
3/25/2019	4904	RHIANNA RUSSELL		009077	04/17/19	044-3001-421.50-03	55.00
3/25/2019	5223	GREG SI PIES		009061	30031208K	044-3001-421.50-89	158.00
3/25/2019	8843	MICHAEL FERGUSON		009073	03/31-04/03/19	044-3001-421.50-03	165.00
				009074	04/17/19	044-3001-421.50-03	55.00
3/25/2019	9558	JOHN DUSSLING		009066	04/17/19	044-3001-421.50-03	55.00
3/25/2019	9684	JONATHAN KLECKA		009068	04/15-19/19	044-3001-421.50-03	137.50
3/25/2019	10473	MEGAN PALMER		009241	04/10-12/19	044-3001-421.50-03	144.40
3/25/2019	10521	DANIEL JAMES		009057	04/17/19	044-3001-421.50-03	55.00
3/25/2019	10602	MARK BACK		009071	04/17/19	044-3001-421.50-03	55.00
3/25/2019	10618	MARK WILLIAMSON		009072	04/17/19	044-3001-421.50-03	55.00
3/25/2019	10719	WILLIAM H COOK		009088	03/31-04/03/19	044-3001-421.50-03	165.00
3/25/2019	11611	SERRA SHEBERT		009244	04/17/19	044-3001-421.50-03	61.00
						3/25/2019 TOTAL -	1,380.90
						CUMULATIVE TOTAL -	19,384.98
3/26/2019	153	OKLAHOMA DEPT OF PUBLIC SAFETY		009269	311900045	044-3006-421.50-54	1,750.00
				009376	201900935	044-3006-421.50-54	595.00
				009377	201900971	044-3006-421.50-54	595.00
				009378	201901008	044-3006-421.50-54	595.00
3/26/2019	355	INCOG		009265	E-001392	044-3001-421.50-22	17,349.75
3/26/2019	584	SAMS CLUB		009309	16835	044-3001-421.50-89	272.14
				009310	2371947332	044-3009-421.60-23	244.24
3/26/2019	888	PREFERRED BUSINESS SYSTEMS		009274	1NV48532	044-3008-421.40-55	37.02
				009275	1NV48532	044-3008-421.40-55	1.08
				009276	1NV48532	044-3009-421.40-55	5.52
				009277	1NV48532	044-3001-421.40-55	118.48
				009278	1NV48532	044-3001-421.40-55	29.31
				009279	1NV48532	044-3001-421.40-55	26.89
				009280	1NV48532	044-3001-421.40-55	13.42
				009281	1NV48532	044-3001-421.40-55	101.10
3/26/2019	2010	WALGREENS COMPANY		009318	100244198	044-3008-421.30-87	82.98
				009319	100244774	044-3008-421.30-87	94.36
				009320	100244494	044-3008-421.30-87	30.29
3/26/2019	3867	REASORS INC		009307	8611	044-3008-421.60-23	14.40
				009308	7204	044-3008-421.60-23	108.00
3/26/2019	4225	LANGUAGE LINE SERVICE		009266	4503636	044-3006-421.30-87	111.41
3/26/2019	4513	CUSTOM SERVICES		009260	389227	044-3001-421.40-07	1,282.43
				009261	389246	044-3001-421.40-07	412.16
3/26/2019	9811	SIGN SOLUTIONS		009311	3547	044-3001-421.60-10	275.00
				009312	3549	044-3001-421.60-10	430.00
3/26/2019	10165	HENRY SCHEIN ANIMAL HEALTH		009263	PW07935	044-3009-421.60-23	148.96
				009264	PY58773	044-3009-421.60-23	237.50
3/26/2019	10247	CHAMPION CONCRETE INC		009346	25544	044-3001-421.40-07	2,192.50
3/26/2019	10995	DR. BINU THEVATHERIL DVM		009262	03/08/19	044-3009-421.30-87	835.00
						3/26/2019 TOTAL -	27,988.94
						CUMULATIVE TOTAL -	47,373.92



FUND	044	PUBLIC SAFETY SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
4/02/2019	309	OKLAHOMA NATURAL GAS CO				000303	110008282	044-3001-421.50-24	234.38
						000304	252838500	044-3001-421.50-24	217.28
						004041	114669973	044-3001-421.50-24	423.11
						006796	114839300	044-3001-421.50-24	231.10
4/02/2019	6347	COX COMMUNICATIONS				009454	066267502	044-3001-421.50-54	79.00
4/02/2019	7724	WINDSTREAM				009457	4519854	044-3001-421.50-22	157.87
						009458	1620109426	044-3001-421.50-22	1,842.69
						009459	0351003985	044-3001-421.50-22	8,476.51
						009467	0351000451	044-3001-421.50-22	3,280.00
						009468	0351002353	044-3001-421.50-22	83.24
						009469	2518301	044-3001-421.50-22	1,011.44
						009470	2518505	044-3001-421.50-22	44.48
						009471	2598212	044-3001-421.50-22	99.39
						009472	3556421	044-3001-421.50-22	75.86
						009473	3558583	044-3001-421.50-22	234.08
						009474	4499583	044-3001-421.50-22	49.93
						009475	4518400	044-3001-421.50-22	836.78
						009476	0102320	044-3001-421.50-22	75.88
4/02/2019	7782	TIGER, INC.				003045	1100082	044-3001-421.50-24	612.22
						003046	2528385	044-3001-421.50-24	546.98
						003047	1148393	044-3001-421.50-24	599.67
4/02/2019	8512	AT&T MOBILITY				002030	7345413	044-3001-421.50-54	40.04
						002031	7345427	044-3001-421.50-54	40.04
						002033	7345441	044-3001-421.50-54	40.04
						002036	7345479	044-3001-421.50-54	40.04
						002038	7345524	044-3001-421.50-54	40.04
						002040	8595760	044-3001-421.50-54	40.04
						002045	9331641	044-3001-421.50-54	40.04
						002048	9344032	044-3001-421.50-54	40.04
						002052	9346101	044-3001-421.50-54	40.04
						005681	2617740	044-3001-421.50-54	40.04
						005682	2827772	044-3001-421.50-54	40.04
								4/02/2019 TOTAL -	19,500.57
								FUND 044 TOTAL -	66,874.49

FUND	045	PUBLIC SAFETY	SALES TAX				
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT	
DUE	NO	NAME	NO	NO	NO		
11/13/2018	4884	STRYKER SALES CORPORATION	PI 0575	2536505M	045-3501-422.70-17	12,124.08	
					11/13/2018 TOTAL -	12,124.08	
					CUMULATIVE TOTAL -	12,124.08	
2/12/2019	11528	JAPA DBA BROKEN ARROW WOODWORK	PI 0246	2145	045-3501-422.60-24	1,217.00	
					2/12/2019 TOTAL -	1,217.00	
					CUMULATIVE TOTAL -	13,341.08	
2/15/2019	370	AIRGAS USA LLC	PI 0186	9085647026	045-3502-422.60-23	469.37	
					2/15/2019 TOTAL -	469.37	
					CUMULATIVE TOTAL -	13,810.45	
2/22/2019	370	AIRGAS USA LLC	PI 0367	9085889517	045-3502-422.60-23	80.93	
					2/22/2019 TOTAL -	80.93	
					CUMULATIVE TOTAL -	13,891.38	
2/25/2019	68	BOUND TREE MEDICAL	PI 0189	83122294	045-3502-422.60-23	18.30	
2/25/2019	9803	MUNICIPAL EMERGENCY SERVICES	PI 0250	IN1313669	045-3501-422.60-10	463.43	
					2/25/2019 TOTAL -	481.73	
					CUMULATIVE TOTAL -	14,373.11	
2/26/2019	90	NAPA AUTO PARTS	PI 0292	2210926260	045-3501-422.60-20	9.86	
2/26/2019	370	AIRGAS USA LLC	PI 0368	9085989279	045-3502-422.60-23	267.18	
					2/26/2019 TOTAL -	277.04	
					CUMULATIVE TOTAL -	14,650.15	
2/27/2019	4572	LIGHTING INC/BROKEN ARROW ELEC	PI 0243	S2483758001	045-3501-422.60-18	440.76	
					2/27/2019 TOTAL -	440.76	
					CUMULATIVE TOTAL -	15,090.91	
2/28/2019	68	BOUND TREE MEDICAL	PI 0369	83126612	045-3502-422.60-23	434.90	
2/28/2019	5941	LOWES	PI 0237	10563	045-3501-422.60-23	75.97	
					2/28/2019 TOTAL -	510.87	
					CUMULATIVE TOTAL -	15,601.78	
3/01/2019	42	ARROW SAFE AND LOCK INC	PI 0209	73030	045-3501-422.60-23	145.00	
3/01/2019	90	NAPA AUTO PARTS	PI 0298	2210926541	045-3501-422.60-20	1.37	
3/01/2019	370	AIRGAS USA LLC	PI 0482	9086157843	045-3502-422.60-23	194.59	
3/01/2019	5941	LOWES	PI 0254	02275	045-3501-422.60-18	28.44	
					3/01/2019 TOTAL -	369.40	
					CUMULATIVE TOTAL -	15,971.18	
3/04/2019	240	GRAINGER	PI 0214	9104647343	045-3501-422.60-23	76.10	
3/04/2019	5941	LOWES	PI 0256	02654	045-3501-422.60-18	1.77	
3/04/2019	6409	NAFECO	PI 0665	971093	045-3501-422.60-31	232.50	
					3/04/2019 TOTAL -	310.37	
					CUMULATIVE TOTAL -	16,281.55	
3/05/2019	90	NAPA AUTO PARTS	PI 0306	2210926837	045-3502-422.60-20	26.49	
3/05/2019	5941	LOWES	PI 0421	13881	045-3501-422.60-23	162.68	
3/05/2019	8968	ARROW INTERNATIONAL INC	PI 0212	9501055613	045-3502-422.60-23	1,664.61	
					3/05/2019 TOTAL -	1,853.78	
					CUMULATIVE TOTAL -	18,135.33	

FUND	045	PUBLIC SAFETY	SALES TAX					
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT	
DUE	NO	NAME	NO	NO	NO			
3/06/2019	68	BOUND TREE MEDICAL	PI 0374	83132211	045-3502-422.60-23		1,189.99	
3/06/2019	238	GOODYEAR AUTO SERVICE CENTER	PI 0206	151304	045-3503-422.60-20		50.00	
3/06/2019	377	KIMS INTERNATIONAL	PI 0266	0111282	045-3501-422.60-20		98.50	
					3/06/2019 TOTAL -		1,338.49	
					CUMULATIVE TOTAL -		19,473.82	
3/07/2019	68	BOUND TREE MEDICAL	PI 0513	83133674	045-3502-422.60-23		6,006.02	
3/07/2019	101	WELDON PARTS TULSA	PI 0641	225031900	045-3502-422.60-20		303.82	
3/07/2019	377	KIMS INTERNATIONAL	PI 0456	0111318	045-3501-422.60-20		83.74	
3/07/2019	3281	YVONNES MONOGRAMS	PI 0586	5870	045-3501-422.60-10		440.00	
					3/07/2019 TOTAL -		6,833.58	
					CUMULATIVE TOTAL -		26,307.40	
3/08/2019	68	BOUND TREE MEDICAL	PI 0514	83135223	045-3502-422.60-23		99.99	
3/08/2019	225	SUMMIT TRUCK GROUP	PI 0685	411179376	045-3502-422.60-20		2,685.14	
3/08/2019	5941	LOWES	PI 0434	02330	045-3501-422.60-18		2.84	
			PI 0437	13187	045-3501-422.60-30		67.42	
					3/08/2019 TOTAL -		2,855.39	
					CUMULATIVE TOTAL -		29,162.79	
3/11/2019	90	NAPA AUTO PARTS	PI 0610	2210927462	045-3501-422.60-20		9.29	
			PI 0611	2210927466	045-3501-422.60-20		8.82	
3/11/2019	97	CASCO INDUSTRIES INC	PI 0526	204909	045-3501-422.60-10		570.60	
3/11/2019	101	WELDON PARTS TULSA	PI 0642	225194300CM	045-3502-422.60-20		303.82	
3/11/2019	5903	LIGHT HOUSE UNIFORMS CO.	PI 0468	104409	045-3501-422.60-10		239.30	
					3/11/2019 TOTAL -		524.19	
					CUMULATIVE TOTAL -		29,686.98	
3/12/2019	90	NAPA AUTO PARTS	PI 0614	2210927568	045-3501-422.60-20		4.32	
			PI 0615	2210927581	045-3502-422.60-20		4.55	
			PI 0616	2210927587	045-3502-422.60-20		4.55	
3/12/2019	225	SUMMIT TRUCK GROUP	PI 0696	411179634	045-3501-422.60-20		271.03	
3/12/2019	687	REV PARTS LLC	PI 0690	90359570	045-3502-422.60-20		45.88	
3/12/2019	4997	HARRIS CORPORATION PSPC	PI 0462	93312356	045-3501-422.60-50		1,665.00	
3/12/2019	5770	HENRY SCHEIN INC	PI 0519	63106674	045-3502-422.60-23		619.17	
3/12/2019	5941	LOWES	PI 0443	11435	045-3501-422.60-24		221.97	
3/12/2019	7418	MATTHEWS FORD	PI 0670	F4CS229149	045-3502-422.40-20		7,919.87	
					3/12/2019 TOTAL -		10,756.34	
					CUMULATIVE TOTAL -		40,443.32	
3/13/2019	90	NAPA AUTO PARTS	PI 0618	2210927648	045-3501-422.60-20		8.25	
3/13/2019	225	SUMMIT TRUCK GROUP	PI 0686	411179526	045-3502-422.60-20		509.86	
3/13/2019	4311	UNITED FORD	PI 0650	3272254	045-3502-422.60-20		308.66	
3/13/2019	4854	SEAL COMPANY ENT., INC.	PI 0695	735329	045-3501-422.60-20		84.40	
3/13/2019	6409	NAFECO	PI 0687	972891	045-3501-422.60-11		446.13	
3/13/2019	6822	TULSA WINNELSON COMPANY	PI 0656	10933001	045-3501-422.60-18		160.78	
3/13/2019	7418	MATTHEWS FORD	PI 0683	F4CS229796	045-3502-422.40-20		327.95	
3/13/2019	9892	GOODYEAR COMMERCIAL TIRE	PI 0533	2541013301	045-3501-422.60-19		1,721.96	
					3/13/2019 TOTAL -		3,567.99	
					CUMULATIVE TOTAL -		44,011.31	

FUND	045	PUBLIC SAFETY SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
3/14/2019				90	NAPA AUTO PARTS	PI 0629	2210927781	045-3501-422.60-20	300.16
3/14/2019				173	TULSA AUTO SPRING	PI 0647	00355896	045-3502-422.60-20	65.00
3/14/2019				786	CLIFFORD POWER SYSTEMS INC	PI 0534	0158547	045-3501-422.60-20	304.03
3/14/2019				4311	UNITED FORD	PI 0652	3273272	045-3502-422.60-20	445.01
3/14/2019				5941	LOWES	PI 0496	10375	045-3503-422.60-23	61.72
						PI 0497	11875	045-3501-422.60-23	94.99
						PI 0499	12270	045-3501-422.60-20	4.07
3/14/2019				7665	LIFE ASSIST INC	PI 0520	908142	045-3502-422.60-23	747.50
								3/14/2019 TOTAL -	2,022.48
								CUMULATIVE TOTAL -	46,033.79
3/15/2019				4311	UNITED FORD	PI 0653	3273438	045-3502-422.60-20	38.54
								3/15/2019 TOTAL -	38.54
								CUMULATIVE TOTAL -	46,072.33
3/18/2019				8512	AT&T MOBILITY	002290	3136717	045-3501-422.50-22	28.75
						002291	6930397	045-3501-422.50-22	15.95
						002292	6930637	045-3501-422.50-22	15.95
						002293	6939984	045-3501-422.50-22	15.95
						002294	6982539	045-3501-422.50-22	15.95
						002295	7981020	045-3501-422.50-22	49.62
						002296	8306582	045-3501-422.50-22	15.95
						002297	8571121	045-3501-422.50-22	15.95
						002298	8911436	045-3501-422.50-22	49.62
						002299	9047255	045-3501-422.50-22	49.62
						002300	2848044	045-3501-422.50-54	40.04
						002301	5106146	045-3501-422.50-54	40.04
						002302	2328813	045-3502-422.50-54	40.04
						002303	7342708	045-3502-422.50-54	40.04
						004430	2613413	045-3501-422.50-54	40.04
						006434	7067828	045-3501-422.50-54	40.04
						006435	9001606	045-3501-422.50-54	40.04
						008916	6717658	045-3501-422.50-54	25.32
						008917	7044763	045-3501-422.50-54	25.32
						008918	8592009	045-3501-422.50-54	25.32
						008919	3131312	045-3502-422.50-54	11.82
						008920	6197976	045-3502-422.50-54	4.46
						008921	6073071	045-3502-422.50-54	4.46
						008922	6448047	045-3502-422.50-54	8.03
						008952	6717658 EQUI P	045-3501-422.60-24	313.49
						008953	7044763 EQUI P	045-3501-422.60-24	99.99
						008954	8592009 EQUI P	045-3501-422.60-24	148.99
								3/18/2019 TOTAL -	1,220.79
								CUMULATIVE TOTAL -	47,293.12
3/22/2019				9151	CLEAN THE UNIFORM CO OKLAHOMA	009019	50057159	045-3501-422.40-33	5.90
						009020	50057157	045-3501-422.40-33	4.60
						009021	50057599	045-3501-422.40-33	4.95
						009022	50057604	045-3501-422.40-33	6.35
						009023	50057603	045-3501-422.40-33	11.55
						009024	50058235	045-3501-422.40-33	4.35

FUND	DATE	PUBLIC SAFETY SALES TAX	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
	DUE		NO	NAME	NO	NO	NO	
					009025	50058230	045-3501-422.40-33	3.35
					009026	50058240	045-3501-422.40-33	2.20
					009029	50058680	045-3501-422.40-33	3.95
					009030	50059289	045-3501-422.40-33	4.60
					009031	50059291	045-3501-422.40-33	5.90
					009514	50059720	045-3501-422.40-33	6.35
					009515	50059719	045-3501-422.40-33	11.55
					009516	50059715	045-3501-422.40-33	4.95
							3/22/2019 TOTAL -	80.55
							CUMULATIVE TOTAL -	47,373.67
3/25/2019	389	NATIONAL FIRE PROTECTION ASSC.	009075	CF335012AX	045-3501-422.30-85			175.00
3/25/2019	597	OKLAHOMA STATE DEPT OF HEALTH	009076	APRIL 2019	045-3502-422.30-11			2,585.00
3/25/2019	6214	TIMOTHY TYNER	009084	04/07-13/19	045-3503-422.50-03			364.00
3/25/2019	6423	BRYAN MYRI CK	009050	04/08-12/19	045-3503-422.50-03			252.00
3/25/2019	10259	JEREMY MOORE	009065	04/07-11/19	045-3501-422.50-03			224.00
3/25/2019	11251	TONY MCGILL	009085	04/07-13/19	045-3503-422.50-03			364.00
3/25/2019	11362	JAKE SHERIDAN	009063	04/07-13/19	045-3503-422.50-03			364.00
							3/25/2019 TOTAL -	4,328.00
							CUMULATIVE TOTAL -	51,701.67
3/26/2019	4	ACCURATE FIRE EQUIP CO INC	009332	290159	045-3501-422.30-87			283.30
3/26/2019	97	CASCO INDUSTRIES INC	009345	204663	045-3501-422.60-11			758.00
3/26/2019	370	AIRGAS USA LLC	009339	9960364692	045-3501-422.40-33			273.80
3/26/2019	888	PREFERRED BUSINESS SYSTEMS	009271	1NV48532	045-3501-422.40-55			179.23
			009272	1NV48532	045-3501-422.40-55			5.68
			009273	1NV48532	045-3501-422.40-55			1.12
3/26/2019	2137	PRO OVERHEAD DOOR	009373	20945	045-3501-422.40-07			222.77
3/26/2019	4513	CUSTOM SERVICES	009351	1303706	045-3501-422.40-07			961.00
3/26/2019	8506	SAINT FRANCIS HOSPITAL SOUTH	009382	FEB 2019	045-3501-422.30-02			5,598.00
3/26/2019	8512	AT&T MOBILITY	009341	9343803	045-3501-422.50-54			40.04
3/26/2019	10594	STEPHANEE CORBET	009386	22819	045-3502-422.30-87			1,875.00
3/26/2019	10708	H. O. W. FOUNDATION	009361	0028811	045-3501-422.40-28			85.00
							3/26/2019 TOTAL -	10,282.94
							CUMULATIVE TOTAL -	61,984.61
3/27/2019	10847	INDUSTRIAL ORGANIZATIONAL SOLUTIONS	009435	C44712A	045-3502-422.30-87			7,196.10
							3/27/2019 TOTAL -	7,196.10
							CUMULATIVE TOTAL -	69,180.71
4/02/2019	309	OKLAHOMA NATURAL GAS CO	001671	254389900	045-3501-422.50-24			535.98
			004040	110382200	045-3501-422.50-24			418.22
			007676	179445691	045-3501-422.50-24			415.08
4/02/2019	8512	AT&T MOBILITY	000918	2003583	045-3501-422.50-54			40.04
			000919	2006125	045-3501-422.50-54			40.04
			000920	2007759	045-3501-422.50-54			40.04
			000921	2313744	045-3501-422.50-54			40.04
			000922	2317072	045-3501-422.50-54			40.04
			000923	2317796	045-3501-422.50-54			40.04
			000924	2318158	045-3501-422.50-54			40.04
			000925	2318340	045-3501-422.50-54			40.04

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FUND	045	PUBLIC SAFETY	SALES TAX	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
							000926	2324713	045-3501-422.50-54	40.04
							000927	2327091	045-3501-422.50-54	40.04
							000928	2327728	045-3501-422.50-54	40.04
							000929	2373694	045-3501-422.50-54	40.04
							000930	2379084	045-3501-422.50-54	40.04
							000931	2609260	045-3501-422.50-54	40.04
							000932	2617054	045-3501-422.50-54	40.04
							000933	2617297	045-3501-422.50-54	40.04
							000934	2822212	045-3501-422.50-54	40.04
							000935	2825108	045-3501-422.50-54	40.04
							000936	2826892	045-3501-422.50-54	40.04
							000937	2827250	045-3501-422.50-54	40.04
							000938	2843377	045-3501-422.50-54	40.04
							000939	2844201	045-3501-422.50-54	40.04
							000940	3133458	045-3501-422.50-54	40.04
							000941	3446719	045-3501-422.50-54	40.04
							000942	3447283	045-3501-422.50-54	40.04
							000943	3447330	045-3501-422.50-54	40.04
							000944	3463757	045-3501-422.50-54	40.04
							000945	3469450	045-3501-422.50-54	40.04
							000946	4027844	045-3501-422.50-54	40.04
							000947	4389526	045-3501-422.50-54	40.04
							000948	4389634	045-3501-422.50-54	40.04
							000949	4389702	045-3501-422.50-54	40.04
							000950	4389983	045-3501-422.50-54	40.04
							000952	5132544	045-3501-422.50-54	40.04
							000953	6056822	045-3501-422.50-54	40.04
							000955	7030941	045-3501-422.50-54	40.04
							000956	7341288	045-3501-422.50-54	40.04
							000957	7342996	045-3501-422.50-54	40.04
							000958	7345512	045-3501-422.50-54	40.04
							000959	8453439	045-3501-422.50-54	40.04
							000960	9825658	045-3501-422.50-54	40.04
							000961	9825675	045-3501-422.50-54	40.04
							000962	2847466	045-3502-422.50-54	40.04
							000963	3449851	045-3502-422.50-54	40.04
							000964	3782766	045-3502-422.50-54	40.04
							000965	3782851	045-3502-422.50-54	40.04
							000966	3983977	045-3502-422.50-54	40.04
							000967	4021644	045-3502-422.50-54	40.04
							000968	4023886	045-3502-422.50-54	40.04
							000969	4039943	045-3502-422.50-54	40.04
							000970	4080325	045-3502-422.50-54	40.04
							000971	2617115	045-3501-422.50-54	40.04
							000972	3467671	045-3501-422.50-54	40.04
							004308	2329159	045-3502-422.50-54	40.04
							004309	2373446	045-3502-422.50-54	40.04
							005186	6133798	045-3501-422.50-54	7.64
							005679	2372492	045-3502-422.50-54	40.04
							005680	9469202	045-3502-422.50-54	40.04
4/02/2019 TOTAL -										3,659.20
FUND 045 TOTAL -										72,839.91

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FUND	060	WORKMANS COMP	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
3/25/2019	10956	WORKER' S COMPENSATI ON ACCOUNT				009089	03/18/19	060-1700-419.30-88	7,998.60
						009090	03/18/19	060-1700-419.50-90	683.95
						009091	03/18/19	060-1700-419.30-08	8,914.00
						009327	03/25/19	060-1700-419.30-88	13,221.48
						009328	03/25/19	060-1700-419.30-88	87.35-
						009329	03/25/19	060-1700-419.50-90	8,836.36
						009330	03/25/19	060-1700-419.30-08	300.50
						009331	03/25/19	060-1700-419.30-87	38.00
						009526	03/28/19	060-1700-419.50-90	24,160.40
								3/25/2019 TOTAL -	64,065.94
								CUMULATI VE TOTAL -	64,065.94
3/26/2019	10955	CONSOLI DATED BENEFI TS RESOURCE				009259	2247	060-1700-419.30-87	5,833.33
								3/26/2019 TOTAL -	5,833.33
								FUND 060 TOTAL -	69,899.27

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FUND	061	GROUP	HEALTH AND	LIFE		VOUCHER	I NVOI CE	ACCOUNT	
	DATE		VENDOR	VENDOR		NO	NO	NO	AMOUNT
	DUE		NO	NAME					
3/26/2019		10398		CORESOURC I NC		009347	0000491584	061-1700-419.30-87	76,011.15
								3/26/2019 TOTAL -	76,011.15
								FUND 061 TOTAL -	76,011.15



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FUND	091 2011	GO BOND ISSUE					
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
2/28/2019	5955	GH2 ARCHITECTS, LLC	PI 0476	07	091-3501-422.70-16		9,828.00
					2/28/2019 TOTAL -		9,828.00
					CUMULATIVE TOTAL -		9,828.00
3/04/2019	1738	PLANNING DESIGN GROUP	PI 0583	4636	091-6000-451.70-15		1,552.50
					3/04/2019 TOTAL -		1,552.50
					FUND 091 TOTAL -		11,380.50

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FUND	092 2014	GO BOND ISSUE	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
			2/28/2019	10728	H&G PAVING CONTRACTORS INC	PI 0401	7	092-5300-431.70-15	16,352.17
								2/28/2019 TOTAL -	16,352.17
								CUMULATIVE TOTAL -	16,352.17
			3/26/2019	1057	TULSA WORLD	009403	542155-0128	092-5300-431.70-16	201.72
						009404	543942-0204	092-5300-431.70-16	191.88
						009405	543947-0204	092-5300-431.70-16	216.48
						009406	547068-0218	092-5300-431.70-16	211.56
								3/26/2019 TOTAL -	821.64
								FUND 092 TOTAL -	17,173.81

PREPARED 3/29/19, 6:45:09  
PROGRAM GM314L  
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 57

FUND	093 2018	GO BOND ISSUE					
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
3/26/2019	8616	GEODECA LLC	009358	1804028B	093-5305-438.70-15		780.00
					3/26/2019 TOTAL -		780.00
					FUND 093 TOTAL -		780.00

PREPARED 3/29/19, 6:45:09  
PROGRAM GM314L  
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

PAGE 58

FUND	DATE DUE	PAYROLL VENDOR NO	FUND VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
900	3/26/2019	10400	SURENCY LIFE & HEALTH INS. CO.	009387	MAR 2019	900-0000-218.46-00	752.50
						3/26/2019 TOTAL -	752.50
						FUND 900 TOTAL -	752.50
						TOTAL ALL FUNDS -	2,643,342.06



# City of Broken Arrow

## Request for Action

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**File #: 19-402, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04/02/2019**

**Title:**

Presentation of Recognition Certificate to Broken Arrow High School Student Chloe Dean for C-Span StudentCam Award

**Background:**

Chloe Dean is a student at Broken Arrow High School and was recently recognized by elected officials and C-Span at an awards ceremony for her achievement in the national StudentCam competition. Her video titled *America and All its Voices* won Honorable Mention.

StudentCam is C-SPAN's annual national video documentary competition that encourages students to think critically about issues that affect our communities and nation. Each year, since 2006, C-SPAN partners with its local cable television providers in communities nationwide to invite middle school students (grades 6-8) and high school students (grades 9-12) to produce short documentaries about a subject of national importance. This year, students addressed the theme, "What does it mean to be American? Choose a constitutional right, national characteristic, or historic event and explain how it defines the American experience."

Staff and Council members would like to recognize Ms. Dean for her achievement and present a certificate of recognition.

**Cost:** N/A

**Funding Source:** N/A

**Requested By:** Jennifer Hooks, Community Relations Liaison

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** Recognition Certificate

**Recommendation:**

None.



# ***IN RECOGNITION***

***Chloe Dean***

***“Honorable Mention in the 2019  
C-Span StudentCam Competition”***

To recognize your hard work and achievement during the national C-Span StudentCam competition for high school students, the City of Broken Arrow congratulates you for receiving Honorable Mention. This is a tremendous achievement, and we wish you well in your future endeavors. The City values your hard work, leadership, and dedication to our community.

---

***Craig Thurmond, Mayor  
City of Broken Arrow***

***April 2, 2019***



# City of Broken Arrow

## Request for Action

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**File #: 19-398, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-02-2019**

**Title:**

A public hearing regarding the annexation of property located on approximately 1,240 acres located south of Dearborn Street (41st), east of 51st Street (Evans Road / 225th East Avenue) within all of Section 28, Township 19 North, Range 15 East, and parts of Section 27, Township 19 North, Range 15 East, and Section 33, Township 19 North, Range 15 East, and Section 4, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma and thereby amending the city's northern fence line in Wagoner County

**Background:**

The City of Broken Arrow is proposing to annex the property identified on the attached annexation map pursuant at the request of the property owner.

The attached Legal Notice of Annexation was approved by the City Council in their meeting of March 5, 2019, and was both published and mailed in accordance with the provisions of Title 11, Section 21-103. This Legal Notice of Annexation advised all property owners within a 300-foot radius of the proposed annexation. Further, publication was accomplished in accordance with the provisions of this statute in advance of the public hearing.

**Cost:** \$0

**Funding Source:** None

**Requested By:** Michael Skates, P.E., CFM, Development Services Director

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** Legal Notice  
Exhibit "A"

**Recommendation:**

Hold a public hearing.

## LEGAL NOTICE OF ANNEXATION

On April 2, 2019 an Ordinance to annex approximately 1,240 acres of land located South of Dearborn Street (41st), East of 51st Street (Evans Road / 225th East Avenue) within all of Section 28, Township 19 North, Range 15 East and parts of Section 27, Township 19 North, Range 15 East and Section 33, Township 19 North, Range 15 East and Section 4, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma, generally located South of Dearborn (41<sup>st</sup>) Street adjoining the Creek Turnpike, will be previewed by the Broken Arrow City Council. A map of the area along with the Legal Description of the property is attached as Exhibit "A"

SEE ATTACHED EXHIBIT "A"

A public hearing will be held before the Broken Arrow City Council on the 2<sup>nd</sup> of April, 2019 at 6:30 pm, in Broken Arrow City Hall. All persons interested in this matter may be present at that hearing and present their objections to or arguments for the above matter.

Dated in Broken Arrow, Oklahoma, the 5<sup>th</sup> day of March, 2019.

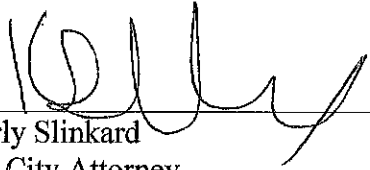
  
\_\_\_\_\_  
Kimberly Slinkard  
Deputy City Attorney



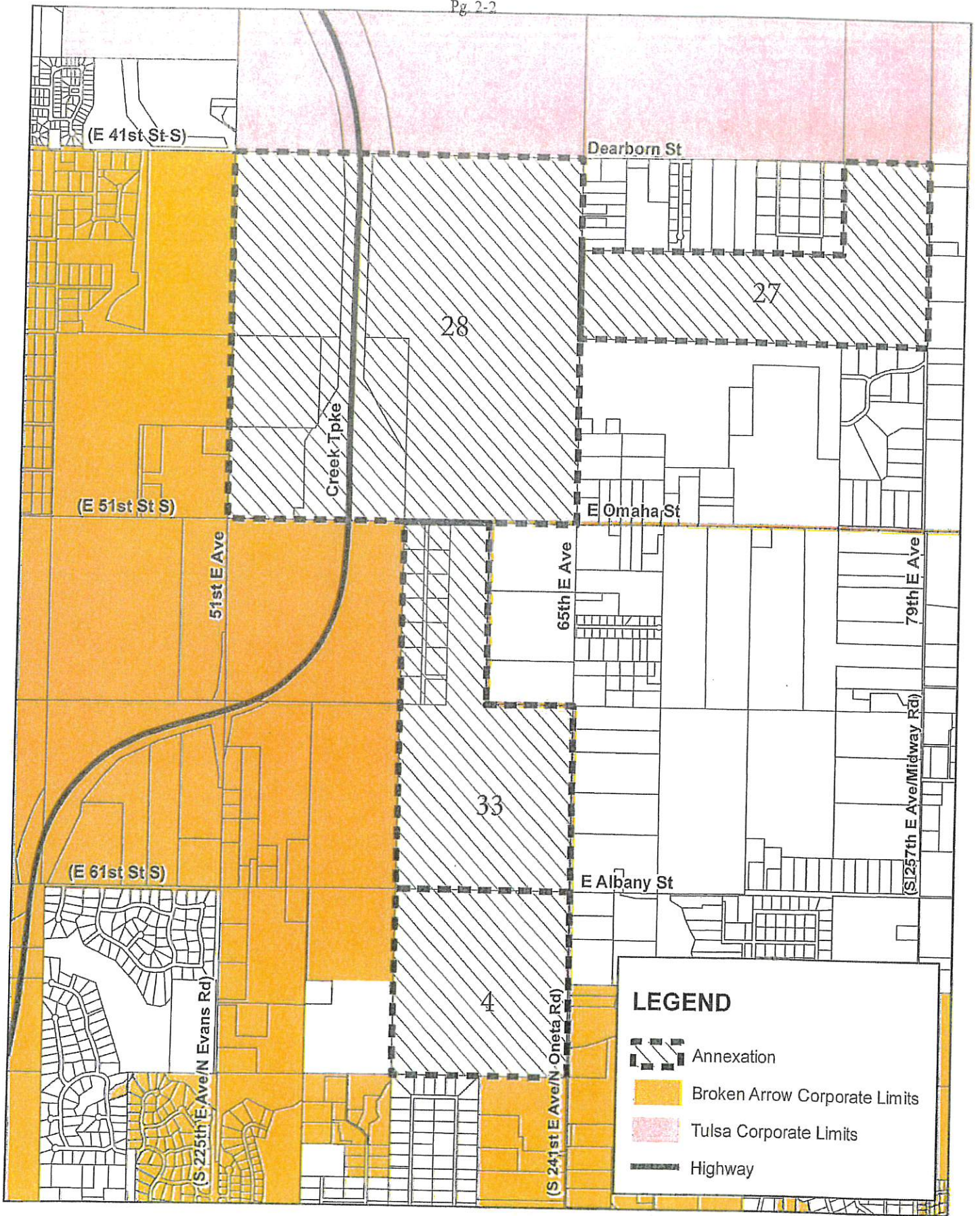
EXHIBIT "A"

Pg. 1-2

The legal descriptions of the property in consideration for annexation into the City of Broken Arrow are as follows: Legal Descriptions (4 parcels)

1. All of Section 28, T-19N, R-15E. 640 acres.
2. S  $\frac{1}{2}$  of N  $\frac{1}{2}$  and NE  $\frac{1}{4}$  of NE  $\frac{1}{4}$  of Section 27, T-19N, R-15E. 200 acres.
3. SE  $\frac{1}{4}$  and W  $\frac{1}{2}$  of NE  $\frac{1}{4}$  of Section 33, T-19N, R-15E. 240 acres.
4. NE  $\frac{1}{2}$  of Section 4, T-18N, R-15E. 160 acres.

Annexation request for 1,240 acres.



0 Feet 1,000 2,000

FEBRUARY 2019

## BROKEN ARROW ANNEXATION FAIR OAKS





# City of Broken Arrow

## Request for Action

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**File #:** 19-395, **Version:** 1

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**Broken Arrow City Council**  
**Meeting of: 04-02-19**

**Title:**

Consideration, discussion, and possible approval of and authorization to execute a Proclamation in support of the 2020 Decennial Census

**Background:**

The next Decennial Census will commence on April 1, 2020, one year from now and shall be conducted by the U.S. Census Bureau.

The City of Broken Arrow is in support of a complete and accurate count of all residents of this fast growing city, located in two counties. The city also recognizes the importance and significance of the Decennial Census and therefore desires to proclaim support of the census, through the proposed Proclamation.

**Cost:** None

**Source:**

**Requested By:** Michael Skates, Director

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** Proclamation

**Recommendation:**

Approve and authorize execution of Proclamation.

# ***Proclamation***

***WHEREAS***, the next Decennial Census will be taken in the year 2020 and political representation to the United States House of Representatives, state legislatures and local governments is determined by the Census, and

***WHEREAS***, an accurate census count is vital to our community and the well-being of residents by helping local governments plan for the future, determine emergency preparedness and public safety needs, plan for transportation and public facilities, and implement programs and services; and

***WHEREAS***, census data is used by businesses in deciding where to expand and build, stimulating economic growth and increased employment opportunities in our community, while residents use census data to support community initiatives, quality of life issues and consumer advocacy; and

***WHEREAS***, more than 600 billion dollars per year in federal and state funding is allocated to states and communities, based upon census data; and

***WHEREAS***, the City of Broken Arrow, Oklahoma recognizes the importance and value of counting each and every resident in the 2020 Census; and

***WHEREAS***, the City of Broken Arrow, Oklahoma will encourage participation in the 2020 Census by raising awareness and disseminating information to the community; and

***WHEREAS***, the City of Broken Arrow, Oklahoma will collaborate with groups in the community and organize a Complete Count Committee to educate and motivate residents to complete the 2020 Census form; and

***NOW THEREFORE***, I, Craig Thurmond, Mayor of City of Broken Arrow, Oklahoma, do hereby proclaim full support of the 2020 Census and agree to assist the U.S. Census Bureau in ensuring a full and accurate count in 2020.

***In Witness Whereof***, I have subscribed my name and caused the official seal of the (city or county), Oklahoma to be affixed this 2nd day of April, 2019.

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Craig Thurmond, Mayor of the City of Broken Arrow



# City of Broken Arrow

## Request for Action

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**File #: 19-401, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-02-2019**

**Title:**

Consideration, discussion, and possible approval of Resolution No. 1201, a Resolution of the City of Broken Arrow accepting a General Warranty Deed from the Broken Arrow Municipal Authority (BAMA) conveying all right, title, and interest in approximately 80 acres of land situated at 21500 East 96th Street, within the City of Broken Arrow, Wagoner County, State of Oklahoma; and containing other provisions relating thereto

**Background:**

In 2010, the Broken Arrow Municipal Authority (BAMA) and Mr. Gerald Brother entered into a lease purchase agreement for approximately 81.5 acres of land situated at 21500 East 96th Street ("Land"). The acreage is located adjacent to the City's Events Park. The lease purchase agreement was for a term of 8 years and the BAMA had made all lease payments and final purchase price to the Seller. It was initially contemplated that BAMA would either use the property for its own purposes or declare it surplus and transfer it to the City. The City is interested in constructing a park near 111th and Aspen area as depicted in Attachment "A". The Broken Arrow School District owns land near 111th between Aspen and Olive that they no longer have needs for the land. However, the District is needing approximately 43 acres of property to build a school in the area of the "Land". It is contemplated that the City will swap a portion of the Brothers Property with the School for the land near 111th and Aspen. BAMA has declared the property as surplus and authorizes its transfer to the City of Broke Arrow. As a result, Staff recommends that Council approves Resolution No. 1201 and authorize its execution accepting the Deed from BAMA.

**Cost:** Recording Fees

**Funding Source:** General Fund

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

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** Resolution No. 1201

**Recommendation:**

Approve Resolution No. 1201 and authorize its execution.



## **RESOLUTION NO. 1201**

**A RESOLUTION OF THE CITY OF BROKEN ARROW ACCEPTING A GENERAL WARRANTY DEED FROM THE BROKEN ARROW MUNICIPAL AUTHORITY (BAMA) CONVEYING ALL RIGHT, TITLE, AND INTEREST IN APPROXIMATELY 80 ACRES OF LAND SITUATED AT 21500 EAST 96TH STREET, WITHIN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA; AND CONTAINING OTHER PROVISIONS RELATING THERETO**

**WHEREAS**, in 2010, Broken Arrow Municipal Authority (“Authority”) purchased approximately 81.5 acres of land (“Land”) located at 21500 East 96th Street, Broken Arrow, Wagoner County, pursuant to a Lease Purchase Agreement.

**WHEREAS**, the purchase price of the property was \$2,276,785.00 and was paid to the Seller over a period of eight years.

**WHEREAS**, it was initially contemplated that BAMA would either use the property for its own purposes or declare it surplus and transfer it to the City.

**WHEREAS**, the City is interested in constructing a park near 111<sup>th</sup> between Aspen and Olive. The Broken Arrow School District owns land near 111th between Aspen and Olive that they no longer have needs for the land. However, the District is needing approximately 43 acres of property to build a school in the area of this Land.

**WHEREAS**, in 2015, the City entered into a memorandum of understanding in which a portion of the Land would be given to the School District to be used for an elementary school and the City was to use the remainder. In exchange, the School District agreed to provide the City land so the City could construct a park in accordance with the next phase of the City’s Master Park Plan.

**WHEREAS**, Title 11, Section 22-125, of the Oklahoma Statutes authorizes the City to make gifts of any real estate belonging to the municipality to any school district located in the municipality; and

**WHEREAS**, Title 70, Section 5-117(11), authorizes the Board of Education for a School District to convey real property to a local political subdivision without consideration; and

**WHEREAS**, Title 60, Section 381, authorizes the City and Schools to take title of real property each is gifting the other; and

**WHEREAS**, the Authority was created under a certain Trust Indenture dated November 19, 1973, as amended March 11, 1982; August 4, 1983, and March 18, 2014 (the "Authority Trust Indenture"), as a public trust for the use and benefit of its sole beneficiary, the City, under authority of and pursuant to Title 60, Oklahoma Statutes, §§176, et seq.; and

**WHEREAS**, among the Authority Trust Indenture’s stated purposes are those of promoting and encouraging the development of industry and commerce within and without the territorial limits of the City by instituting, furnishing, providing and supplying property, improvements and services for the City and for the inhabitants, owners and occupants of property, and governmental, industrial,

commercial and mercantile entities, establishments and enterprises within and without the City; promoting the general convenience, general welfare and public safety of the residents of the City; acquiring by purchase real property useful in instituting, furnishing, providing, or supplying any of the aforementioned property, improvements and services; complying with the terms and conditions of contracts made in connection with or for the acquisition of any of said properties; receiving funds, property and other things of value from, among others, the City; and participating in programs of the State and others which are to the advantage of the City and the Authority's undertakings; and

**WHEREAS**, the Broken Arrow Municipal Authority is a Title 60 Public Trust legally authorized to own and transfer ownership in real property; and

**WHEREAS**, the City deems it appropriate to accept a General Warranty Deed conveying all right, title, and interest in the Real Property, and determines that such actions are in the best interests of the City and the health, safety and welfare of the City and residents within and near the City.

**NOW THEREFORE BE IT RESOLVED BY THE TRUSTEES OF THE BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY, THAT:**

1. The City of Broken Arrow hereby accepts all right, title and interest in the 80 acres of real property situated at 21500 East 96<sup>th</sup> Street, within the City of Broken Arrow, Tulsa County, State of Oklahoma according to the recorded Plat thereof, and any and all Deeds necessary to complete this transaction.
2. The Mayor is hereby authorized to approve and accept the General Warranty Deed or other document conveying the real property legally described above.
3. It is the intention of the City Council that the officers of the City shall and they are hereby ex officio authorized and directed to do any and all lawful acts and deeds to effectuate and carry out the provisions and the purposes of this Resolution, including acceptance of the General Warranty Deed, and such other instruments and documents as are related thereto.

Approved and adopted by the City of Broken Arrow, at a regular meeting thereof, advance public notice of which was duly given and at which a majority of said Trustees were present, this 2nd day of April, 2019.

CITY OF BROKEN ARROW

ATTEST: (SEAL)

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM AND LEGALITY:

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Deputy City Attorney





# City of Broken Arrow

## Request for Action

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**File #: 19-391, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-02-2019**

**Title:**

Consideration, discussion, and possible approval of Resolution No. 1203, a Resolution of the Broken Arrow City Council, approving and authorizing execution of a certain Contract for Sale and Exchange of Real Estate by and among the City of Broken Arrow and the Independent School District No. 3 of Tulsa County, Oklahoma, a/k/a Broken Arrow Public Schools (the “District”), designating representatives of the City Council for purposes of granting certain approvals and executing certain instruments as required under and in connection with said contract; authorizing the acceptance of a General Warranty Deed from the District conveying all right, title and interest in the approximate 54.403 acres of identified as a tract of land that is part of Lot One (1), Block One (1), BAPS Elementary + ECDC - West Florence Street, and addition to the City of Broken Arrow, Tulsa County, State of Oklahoma; authorizing the conveyance of a General Warranty Deed to the District conveying all right, title and interest in the approximate 38.734 acres of city-owned property identified as a tract of land that is part of the Northwest Quarter (NW/4) and part of the Southwest Quarter (SW4) in Section Twenty (20), Township Eighteen (18) North, Range Fifteen (15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma and containing other provisions relating thereto

**Background:**

In 2010, Broken Arrow Municipal Authority (“Authority”) purchased approximately 80 acres of land (“Land”) located at 21500 East 96th Street, Broken Arrow, Wagoner County, pursuant to a Lease Purchase Agreement. It was initially contemplated that BAMA would either use the property for its own purposes or declare it surplus and transfer it to the City. The City is interested in constructing a park near 111th between Aspen and Olive. The Broken Arrow School District owns land near 111th between Aspen and Olive that they no longer have needs for the land. However, the District is needing approximately 43 acres of property to build a school in the area of this Land to construct an elementary school.

In 2015, the City entered into a Memorandum of Understanding in which a portion of the Land would be given to the School District to be used for an elementary school and the City was to use the remainder. In exchange, the School District agreed to provide the City land so the City could construct a park in accordance with the next phase of the City’s Master Park Plan. Title 11, Section 22-159 of the Oklahoma Statutes specifically authorizes municipalities to support public school systems located within its corporate limits, including, without limitation, the expenditure of municipal revenues for consideration or improvement of public school facilities. Additionally, Title 11, Section 22-125 of the Oklahoma Statutes authorizes the City to make gifts of any real estate belonging to the municipality to any school district located in the municipality. Title 70, Section 5-117(11), authorizes the Board of Education for a School District to convey real property to a local political subdivision without consideration. Further, Title 60, Section 381, authorizes the City and Schools to take title of

real property each is gifting the other.

Resolution No. 1203, authorizes the City to enter into a Contract for Sale and Exchange of Real Estate with the District. It further authorizes the City to accept real property from the District and transfer a portion of city-owned land to the District.

**Cost:** Recording Fees

**Funding Source:** General Fund

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

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** Contract for Sale and Exchange of Real Estate  
Resolution No. 1203

**Recommendation:**

Approve Resolution No. 1203 and authorize its execution.

## CONTRACT FOR SALE AND EXCHANGE OF REAL ESTATE

This Contract is entered into as of this 11<sup>th</sup> day of March, 2019 (the "Effective Date"), by and between **INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA, a/k/a Broken Arrow Public Schools** (the "District"), and **THE CITY OF BROKEN ARROW, OKLAHOMA** (the "City").

### **RECITALS:**

A. City is the owner of, and possesses good and valid, merchantable, fee simple record title to, the real property described on **EXHIBIT A**, attached hereto and incorporated herein (the "Property I").

B. District is the owner of, and possesses good and valid, merchantable, fee simple record title to, the real property described on **EXHIBIT B**, attached hereto and incorporated herein (the "Property II").

C. Upon the terms and conditions and for the consideration set forth in this Contract, City will sell and convey Property I to District, and District will sell and convey Property II to City.

NOW THEREFORE, in consideration of the mutual promises contained herein, and intending to be legally bound, the parties agree as follows:

### **I.**

#### **EXCHANGE OF PROPERTY**

1. Exchange. In consideration of the covenants and agreements set forth herein, City hereby agrees to convey Property I to District, and District agrees to convey Property II to City. The properties are to be conveyed as an equal exchange without additional monetary consideration. Both properties will be conveyed by Special Warranty Deeds free and clear of all liens and encumbrances, except easements, restrictions and rights-of-way of record. Property I and Property II shall include all of the real estate described above, including all of the parties' interest in all rights, easements, ways, licenses, permits, warranties or privileges located thereon, appurtenances thereunto belonging, or in any way appertaining thereto or used in connection therewith.

### **II.**

#### **TITLE**

1. Delivery of Abstract. Within 20 days after the date of this Contract, each party shall deliver to the other an Abstract of Title to the property to be conveyed by that party in the land exchange.

2. Defects in Title. The party receiving the Abstract of Title will have 10 days from receipt in which to object, in writing and with reasonable particularity, to the status of title to the

As to City:

City of Broken Arrow  
ATTN: City Manager  
220 South First Street  
Broken Arrow, OK 74012

Any notice which shall be served upon either of the parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder (i) at the time such notice is hand delivered in person, or (ii) on the fourth day after the posting, postage prepaid, in the U.S. Mails of such notices in accordance with the preceding portion of this paragraph. Either party shall have the right from time to time to designate by written notice to the other party such other person or persons and at such other place or places as they may desire written notices to be delivered or sent in accordance herewith; provided, however, at no time shall either party be required to send more than an original and 2 copies of any such notice, demand or request required or permitted hereunder.

2. Amendments. No amendment to this Contract shall be binding on any of the parties to this Contract unless such amendment is in writing, properly approved by the governing bodies of both parties, and executed by both parties with the same formality as this Contract is executed.

3. Severability. If any term, covenant or condition of this Contract or the application thereof shall, to any extent, be invalid or unenforceable, the remainder of this Contract shall not be affected thereby and each term, covenant or condition of this Contract shall be valid and be enforced to the fullest extent permitted by law.

4. Survival. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything contained herein to the contrary, all covenants, agreements, representations and warranties of the sellers of the respective properties shall survive the execution and delivery of the deeds.

5. Applicable Laws. This Contract shall be construed and interpreted under the laws of the State of Oklahoma.

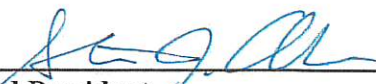
6. Attorney Fees. In any judicial proceeding (trial and appellate) seeking to enforce the terms and provisions of this Contract, the prevailing party shall be entitled to reasonable attorney fees, expenses and court costs, in addition to any other relief provided herein.

7. Risk of Loss. The risk of loss or damage to the property or any part thereof by fire or any other casualty from the date hereof up to the date possession of the property is transferred shall be with the transferor. Thereafter, the transferee shall bear the risk of any such loss or damage to the property.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Effective Date first above written.

District:

INDEPENDENT SCHOOL DISTRICT NO.  
3 OF TULSA COUNTY, OKLAHOMA,  
A/K/A BROKEN ARROW PUBLIC  
SCHOOLS

By   
Board President

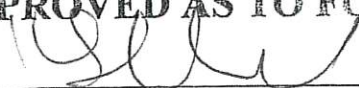
By   
Chief Operating Officer

City:

THE CITY OF BROKEN ARROW,  
OKLAHOMA

By \_\_\_\_\_  
Craig Thurmond, Mayor

APPROVED AS TO FORM

  
Deputy City Attorney





Sisemore Weisz & Associates, Inc.

Engineering • Land Surveying  
Land Planning • 3D Scanning • UAV Mapping

6111 E. 32<sup>nd</sup> Place Tulsa, OK. 74135 (918)-665-3600

### TRACT "A" LEGAL DESCRIPTION

A TRACT OF LAND THAT IS PART OF THE NORTHWEST QUARTER (NW/4) AND PART OF THE SOUTHWEST QUARTER (SW/4) IN SECTION TWENTY (20), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS THE SOUTHWEST CORNER OF THE SE/4 NW/4; THENCE NORTH 01°21'07" WEST ALONG THE WESTERLY LINE OF SAID SE/4 NW/4 AND ALONG THE WESTERLY LINE OF THE NE/4 NW/4 FOR 1593.45 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE M.K.&T. RAILROAD; THENCE SOUTH 68°18'36" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 578.88 FEET; THENCE NORTH 21°41'24" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 25.00 FEET; THENCE SOUTH 68°18'36" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 842.77 FEET TO A POINT ON THE EASTERLY LINE OF THE SE/4 NW/4; THENCE SOUTH 01°21'31" EAST ALONG SAID EASTERLY LINE FOR 989.30 FEET; THENCE SOUTH 88°20'05" WEST FOR 814.30 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 17°34'31", A RADIUS OF 584.00 FEET, A CHORD BEARING OF SOUTH 79°32'50" WEST, A CHORD DISTANCE OF 178.44 FEET, FOR AN ARC LENGTH OF 179.14 FEET; THENCE SOUTH 70°45'34" WEST FOR 110.27 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 18°03'57", A RADIUS OF 504.00 FEET, A CHORD BEARING OF SOUTH 79°47'33" WEST, A CHORD DISTANCE OF 158.26 FEET, FOR AN ARC LENGTH OF 158.92 FEET; THENCE SOUTH 88°49'31" WEST FOR 66.32 FEET TO A POINT ON THE WESTERLY LINE OF THE NE/4 SW/4; THENCE NORTH 01°23'44" WEST ALONG SAID WESTERLY LINE FOR 19.99 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

SAID TRACT OF LAND CONTAINING 38.734 ACRES OR 1,687,270 SQUARE FEET, MORE OR LESS.

### LEGAL DESCRIPTION CERTIFICATION

I, SHAWN A. COLLINS, OF SISEMORE WEISZ & ASSOCIATES, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE LEGAL DESCRIPTION AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

SISEMORE WEISZ & ASSOCIATES, INC.  
BY SHAWN A. COLLINS

02.18.2019  
DATE

SHAWN A. COLLINS  
PLS No. 1788, STATE OF OKLAHOMA  
C. A. NO. 2421 EXPIRES 6/30/1788



EXHIBIT

A



Sisemore Weisz & Associates, Inc.

Engineering • Land Surveying  
Land Planning • 3D Scanning • UAV Mapping

6111 E. 32<sup>nd</sup> Place Tulsa, OK. 74135 (918)-665-3600

### TRACT B LEGAL DESCRIPTION

A TRACT OF LAND THAT IS PART OF LOT ONE (1), BLOCK ONE (1), BAPS ELEMENTARY + ECDC - WEST FLORENCE STREET, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1; THENCE NORTH 01°22'20" WEST (PLAT BEARING OF NORTH 01°22'25" WEST) ALONG THE WESTERLY LINE OF SAID LOT 1 FOR 2590.69 FEET (PLAT DISTANCE OF 2590.32 FEET) TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88°39'16" EAST (PLAT BEARING OF NORTH 88°38'52" EAST) ALONG THE NORTHERLY LINE OF SAID LOT 1 FOR 1319.04 FEET (PLAT DISTANCE OF 1318.40 FEET) TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 01°24'26" EAST (PLAT BEARING OF SOUTH 01°25'14" EAST) ALONG THE EASTERLY LINE OF SAID LOT 1 FOR 1550.19 FEET; THENCE SOUTH 88°34'35" WEST FOR 477.63 FEET; THENCE SOUTH 01°22'20" EAST FOR 48.30 FEET; THENCE SOUTH 88°34'35" WEST FOR 60.00 FEET; THENCE NORTH 01°22'20" WEST FOR 48.30 FEET; THENCE SOUTH 88°34'35" WEST FOR 421.18 FEET; THENCE SOUTH 20°00'00" WEST FOR 182.42 FEET; THENCE SOUTH 01°22'20" EAST FOR 645.00 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 32°03'48", A RADIUS OF 100.00 FEET, A CHORD BEARING OF SOUTH 17°24'14" EAST, A CHORD DISTANCE OF 55.23 FEET, FOR AN ARC LENGTH OF 55.96 FEET; THENCE SOUTH 33°26'07" EAST FOR 24.41 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 32°03'48", A RADIUS OF 200.00 FEET, A CHORD BEARING OF SOUTH 17°24'14" EAST, A CHORD DISTANCE OF 110.47 FEET, FOR AN ARC LENGTH OF 111.92 FEET; THENCE SOUTH 01°22'20" EAST FOR 43.88 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH 88°34'35" WEST ALONG SAID SOUTHERLY LINE FOR 353.33 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

SAID TRACT OF LAND CONTAINING 2,369,807 SQUARE FEET OR 54.403 ACRES, MORE OR LESS.

### LEGAL DESCRIPTION CERTIFICATION

I, SHAWN A. COLLINS, OF SISEMORE WEISZ & ASSOCIATES, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE LEGAL DESCRIPTION AS

6111 E. 32<sup>nd</sup> Place Tulsa, • OK 74135 • Voice (918)665-3600 • Fax (918)665-8668

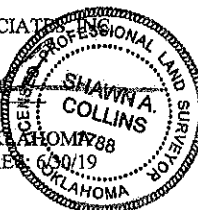


DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND  
SURVEYING OF THE STATE OF OKLAHOMA.

03.05.2019  
DATE

SISEMORE WEISZ & ASSOCIATES, INC.  
BY SHAWN A. COLLINS

SHAWN A. COLLINS  
PLS No. 1788, STATE OF OKLAHOMA  
C. A. NO. 2421 EXPIRES: 6/30/19



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3/04/19 agm





## **RESOLUTION NO. 1203**

**A RESOLUTION OF THE BROKEN ARROW CITY COUNCIL, APPROVING AND AUTHORIZING EXECUTION OF A CERTAIN CONTRACT FOR SALE AND EXCHANGE OF REAL ESTATE BY AND AMONG THE CITY OF BROKEN ARROW AND THE INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY, OKLAHOMA, A/K/A BROKEN ARROW PUBLIC SCHOOLS (THE “DISTRICT”), DESIGNATING REPRESENTATIVES OF THE CITY COUNCIL FOR PURPOSES OF GRANTING CERTAIN APPROVALS AND EXECUTING CERTAIN INSTRUMENTS AS REQUIRED UNDER AND IN CONNECTION WITH SAID CONTRACT; AUTHORIZING THE ACCEPTANCE OF A GENERAL WARRANTY DEED FROM THE DISTRICT CONVEYING ALL RIGHT, TITLE AND INTEREST IN THE APPROXIMATE 54.403 ACRES OF IDENTIFIED AS A TRACT OF LAND THAT IS PART OF LOT ONE (1), BLOCK ONE (1), BAPS ELEMENTARY + ECDC – WEST FLORENCE STREET, AND ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA; AUTHORIZING THE CONVEYANCE OF A GENERAL WARRANTY DEED TO THE DISTRICT CONVEYING ALL RIGHT, TITLE AND INTEREST IN THE APPROXIMATE 38.734 ACRES OF CITY-OWNED PROPERTY IDENTIFIED AS A TRACT OF LAND THAT IS PART OF THE NORTHWEST QUARTER (NW/4) AND PART OF THE SOUTHWEST QUARTER (SW4) IN SECTION TWENTY (20), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA AND CONTAINING OTHER PROVISIONS RELATING THERETO**

**WHEREAS**, in 2010, Broken Arrow Municipal Authority (“Authority”) purchased approximately 81.5 acres of land (“Land”) located at 21500 East 96th Street, Broken Arrow, Wagoner County, pursuant to a Lease Purchase Agreement; and

**WHEREAS**, it was initially contemplated that BAMA would either use the property for its own purposes or declare it surplus and transfer it to the City; and

**WHEREAS**, the City is interested in constructing a park near 111th between Aspen and Olive. The Broken Arrow School District owns land near 111th between Aspen and Olive that they no longer have needs for the land. However, the District is needing approximately 43 acres of property to build a school in the area of this Land to construct an elementary school; and

**WHEREAS**, in 2015, the City entered into a memorandum of understanding in which a portion of the Land would be given to the School District to be used for an elementary school and the City was to use the remainder. In exchange, the School District agreed to provide the City land so the City could construct a park in accordance with the next phase of the City’s Master Park Plan; and

**WHEREAS**, Title 11, Section 22-159 of the Oklahoma Statutes specifically authorizes municipalities to support public school systems located within its corporate limits, including, without limitation, the expenditure of municipal revenues for consideration or improvement of public school facilities; and

**WHEREAS**, Title 11, Section 22-125 of the Oklahoma Statutes authorizes the City to make gifts of any real estate belonging to the municipality to any school district located in the municipality; and

**WHEREAS**, Title 70, Section 5-117(11), authorizes the Board of Education for a School District to convey real property to a local political subdivision without consideration; and

**WHEREAS**, Title 60, Section 381, authorizes the City and Schools to take title of real property each is gifting the other; and

**WHEREAS**, the City Council deems it appropriate to execute the Contract for Sale and Exchange of the real property; and

**WHEREAS**, the City Council further deems it appropriate to transfer real property as described in the attached Exhibit "A" to the District and to accept a General Warranty Deed conveying all right, title, and interest in the real property as described in the attached Exhibit "B", and determines that such actions are in the best interests of the City and the health, safety and welfare of the City and residents within and near the City.

**NOW THEREFORE BE IT RESOLVED BY THE TRUSTEES OF THE BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY, THAT:**

1. The Contract for Sale and Exchange of Real Estate is hereby approved and shall be executed substantially in the form thereof submitted at the meeting at which this Resolution was approved and as finally approved by the Mayor or Vice Mayor, as the case may be, and shall be executed for and on behalf of the City by the Mayor or Vice Mayor, as the case may be, and attested by the City Clerk, and on behalf of the other parties thereto by their respective authorized officers.
2. The transfer of the real property as described in the attached Exhibit "A" to the Independent School District No. 1, a/k/a the Broken Arrow Public School District is hereby approved and authorized. The Mayor or Vice Mayor is hereby authorized to execute a General Warranty Deed or any other Deed or instrument necessary to accomplish this transfer.
3. The City of Broken Arrow hereby accepts all right, title and interest in the real property more specifically described in the attached Exhibit "B". The Mayor or Vice Mayor is hereby authorized to approve and accept the General Warranty Deed or other document conveying this real property.
4. All prior transfers made in connection with preparations for and the preparation of the Contract for Sale and Exchange of Real Estate, including, without limitation, those made for the payment of legal services, engineering fees and costs, surveys, appraisals, and inspection payments are hereby approved and ratified.
5. It is the intention of the City Council Members that the officers of the City and the City shall, and they are hereby ex officio authorized and directed to do any and all lawful acts and deeds to effectuate and carry out the provisions and the purposes of this Resolution,

including acceptance of the General Warranty Deed, and approval and execution of the Agreement for the Purchase and Sale of Real Property, and such other instruments and documents as are related thereto.

Approved and adopted by the Broken Arrow City Council, at a regular meeting thereof, advance public notice of which was duly given and at which a majority of said Council Members were present, this 2nd day of April, 2019.

CITY OF BROKEN ARROW

ATTEST: (SEAL)

\_\_\_\_\_  
Craig Thurmond, Mayor

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

APPROVED AS TO FORM AND LEGALITY:

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



Sisemore Weisz & Associates, Inc.

Engineering • Land Surveying  
Land Planning • 3D Scanning • UAV Mapping

6111 E. 32<sup>nd</sup> Place Tulsa, OK. 74135 (918)-665-3600

### TRACT "A" LEGAL DESCRIPTION

A TRACT OF LAND THAT IS PART OF THE NORTHWEST QUARTER (NW/4) AND PART OF THE SOUTHWEST QUARTER (SW/4) IN SECTION TWENTY (20), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS THE SOUTHWEST CORNER OF THE SE/4 NW/4; THENCE NORTH 01°21'07" WEST ALONG THE WESTERLY LINE OF SAID SE/4 NW/4 AND ALONG THE WESTERLY LINE OF THE NE/4 NW/4 FOR 1593.45 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE M.K.&T. RAILROAD; THENCE SOUTH 68°18'36" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 578.88 FEET; THENCE NORTH 21°41'24" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 25.00 FEET; THENCE SOUTH 68°18'36" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR 842.77 FEET TO A POINT ON THE EASTERLY LINE OF THE SE/4 NW/4; THENCE SOUTH 01°21'31" EAST ALONG SAID EASTERLY LINE FOR 989.30 FEET; THENCE SOUTH 88°20'05" WEST FOR 814.30 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT WITH A CENTRAL ANGLE OF 17°34'31", A RADIUS OF 584.00 FEET, A CHORD BEARING OF SOUTH 79°32'50" WEST, A CHORD DISTANCE OF 178.44 FEET, FOR AN ARC LENGTH OF 179.14 FEET; THENCE SOUTH 70°45'34" WEST FOR 110.27 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT WITH A CENTRAL ANGLE OF 18°03'57", A RADIUS OF 504.00 FEET, A CHORD BEARING OF SOUTH 79°47'33" WEST, A CHORD DISTANCE OF 158.26 FEET, FOR AN ARC LENGTH OF 158.92 FEET; THENCE SOUTH 88°49'31" WEST FOR 66.32 FEET TO A POINT ON THE WESTERLY LINE OF THE NE/4 SW/4; THENCE NORTH 01°23'44" WEST ALONG SAID WESTERLY LINE FOR 19.99 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

SAID TRACT OF LAND CONTAINING 38.734 ACRES OR 1,687,270 SQUARE FEET, MORE OR LESS.

### LEGAL DESCRIPTION CERTIFICATION

I, SHAWN A. COLLINS, OF SISEMORE WEISZ & ASSOCIATES, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE LEGAL DESCRIPTION AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

SISEMORE WEISZ & ASSOCIATES, INC.  
BY SHAWN A. COLLINS

02.18.2019  
DATE

SHAWN A. COLLINS  
PLS No. 1788, STATE OF OKLAHOMA  
C. A. NO. 2421 EXPIRES 6/30/19788



EXHIBIT

A



Sisemore Weisz & Associates, Inc.

Engineering • Land Surveying  
Land Planning • 3D Scanning • UAV Mapping

6111 E. 32<sup>nd</sup> Place Tulsa, OK. 74135 (918)-665-3600

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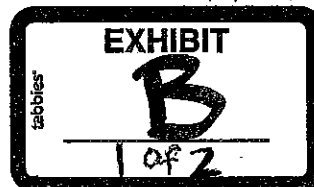
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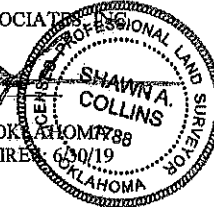


DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND  
SURVEYING OF THE STATE OF OKLAHOMA.

03.05.2019  
DATE

SISEMORE WEISZ & ASSOCIATES, INC.  
BY SHAWN A. COLLINS

SHAWN A. COLLINS  
PLS No. 1788, STATE OF OKLAHOMA  
C. A. NO. 2421 EXPIRE 6/30/19



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3/04/19 agm





# City of Broken Arrow

## Request for Action

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**File #: 19-345, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-02-2019**

**Title:**

**Consideration, discussion, and possible approval of and authorization to execute a Professional Consultant Agreement with Guy Engineering Services, Inc., for design of Houston Street Widening from 9th Street to Old Hwy 51 (Project No. ST 1926)**

**Background:**

This 2018 GO Bond Transportation project consists of improvements and widening of Houston Street from approximately 400 feet east of 9<sup>th</sup> Street to approximately 450 feet west of SH51. The project shall include widening the existing two-lane asphalt roadway to a five lane section with the addition of curb & gutter, sidewalk/trail, an enclosed storm sewer system, as well as design of water and sewer line relocations/upgrades as required. The project shall also include services for the following: identification of right-of-way needs, preparation of right-of-way acquisition documents, assistance during acquisition, identification of the need for utility relocations, and the coordination of utility relocations.

**Cost:** \$470,056.00

**Funding Source:** 2018 GO Bond

**Requested By:** Alex Mills, P.E., Director of Engineering and Construction

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** Professional Consultant Agreement

**Recommendation:**

Approve of and authorize execution of Professional Consultant Agreement with Guy Engineering Services, Inc. for design of Houston Street Widening from 9th Street to Old Hwy 51 (Project No. ST 1926).

**AGREEMENT SUMMARY  
CITY OF BROKEN ARROW  
HOUSTON STREET WIDENING FROM 9<sup>TH</sup> STREET  
TO OLD HIGHWAY 51  
PROFESSIONAL CONSULTANT AGREEMENT  
PROJECT NO. ST 1926**

**1.0 Professional Consulting Firm:**

- 1.1 Name: Guy Engineering Services, Inc.
- 1.2 Telephone No.: 918-437-0282
- 1.3 Address: 6910 East 14<sup>TH</sup> Street, Tulsa, OK 74112

**2.0 Project Name/Location:** Widen Houston Street from 9<sup>th</sup> Street to Old Highway 51.

**3.0 Statement of Purpose:** This project consists of improvements and widening of Houston Street from approximately 400 feet east of 9<sup>th</sup> Street to approximately 450 feet west of SH51. The project shall include widening the existing two lane asphalt roadway to a five lane section with the addition of curb & gutter, sidewalk/trail, an enclosed storm sewer system, as well as design of water and sewer line relocations/upgrades as required. The project shall also include services for the following: identification of right-of-way needs, preparation of right-of-way acquisition documents, assistance during acquisition, identification of the need for utility relocations, and the coordination of utility relocations. Coordination will be required of this project in order to tie into a newly designed intersection at Houston Street & 23<sup>rd</sup> Street. No design work will be necessary, only coordination, for this project between approximately 500 feet west of and 450 feet east of the Houston Street & 23<sup>rd</sup> Street intersection centerline.

**4.0 Agreement Summary:**

- 4.1 Agreement Amount: \$470,056.00
- 4.2 Agreement Time: 350 calendar days
- 4.3 Estimated Construction Cost: \$6,400,000.00

**5.0 Contract Documents and Priority:** The City of Broken Arrow (OWNER), represented by the City Manager, and the Professional Consulting firm, (CONSULTANT), identified in paragraph 1.0 agree to perform this AGREEMENT in strict accordance with the clauses, provisions, and the documents identified as below, all of which are made part of this Contract. In the event of conflict, these documents shall be interpreted in the following order:



- 5.1 AGREEMENT with corresponding Attachments;
- 5.2 Duly authorized Amendments to the AGREEMENT;
- 5.3 AGREEMENT Summary;
- 5.4 Specific project written correspondence mutually recognized; and
- 5.5 Specific project verbal instructions mutually recognized.

**6.0 Agreement Approved by the Owner on:** \_\_\_\_\_

[The remainder of this page intentionally left blank]

**AGREEMENT  
FOR  
PROFESSIONAL CONSULTANT SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
GUY ENGINEERING SERVICES, INC.  
FOR  
HOUSTON STREET WIDENING FROM 9<sup>TH</sup> STREET TO OLD HIGHWAY 51  
PROJECT NO. ST1926**

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Guy Engineering Services, Inc., (CONSULTANT);

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

WHEREAS, OWNER intends to improve Houston Street from 9<sup>th</sup> Street to Old Highway 51 (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**

The effective date of this AGREEMENT shall be the 02 day of April, 2019.

**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.

**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 D, Compensation.

**ARTICLE 6 - OWNER'S RESPONSIBILITIES**

OWNER shall be responsible for all matters described in Attachment C, 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 - 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 Street  
Broken Arrow, OK 74012  
Contact: Mr. Roger D. Hughes, P.E.  
Engineering Division Manager

CONSULTANT: Guy Engineering Services, Inc.  
6910 E. 14<sup>th</sup> Street  
Tulsa, OK 74112  
(918) 437-0282

Contact Name: John Blickensderfer  
President

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

#### **ARTICLE 18 - 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 19 - 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 20 - 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 21 - 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 22 - 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 23 - THIRD PARTY RIGHTS**

Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

## **ARTICLE 24 - 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 25 - IMMIGRATION COMPLIANCE**

25.1 Consultant shall demonstrate that he:

25.1.1 Has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and

25.1.2 Has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the Consultants employees; and

25.1.3 Has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and

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

25.2 Consultant will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Consultants failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph 25.1 above. 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

**CONSULTANT:**

Guy Engineering Services, Inc.

Approved as to form:

By [Signature] 3/15/19  
Assistant City AttorneyBy [Signature]  
John E. Blickensderfer, PresidentDate 3/12/2019By \_\_\_\_\_  
Michael L. Spurgeon, City Manager

(CORPORATE SEAL) If applicable

Date \_\_\_\_\_

Attest:

Attest:

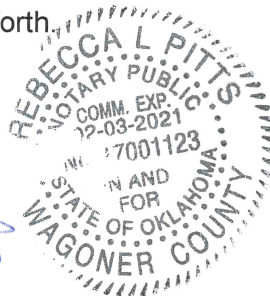
By \_\_\_\_\_  
Curtis Green, City ClerkBy [Signature]  
Michael Twyman, Corporate Secretary

Date \_\_\_\_\_

Date 03/12/19**VERIFICATION**State of Oklahoma  
County of Tulsa ) §

Before me, a Notary Public, on this 12th day of March, 2019, personally appeared John E. Blickensderfer, known to be to be the (**President**, Vice-President, Corporate Officer, Member, Partner, or Other: \_\_\_\_\_) of Guy Engineering Services, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

02/03/2021[Signature]  
Notary Public

**ATTACHMENT A  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
GUY ENGINEERING SERVICES, INC.  
FOR  
HOUSTON STREET WIDENING FROM 9<sup>TH</sup> STREET TO OLD HIGHWAY 51  
PROJECT NO. ST1926**

**SCOPE OF SERVICES**

The following scope of services shall be made a part of the AGREEMENT dated the 2<sup>nd</sup> day of April, 2019.

**1.0 PROJECT UNDERSTANDING**

CONSULTANT understands that the OWNER has retained their professional services in order to prepare construction documents for bidding purposes for improvements to Houston Street widening from 9th Street to Old Highway 51. These documents shall include, but not be limited to, the following: a design manual including all numerical calculations supporting the intent of the design, as well as providing the basis for bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

In addition, the CONSULTANT understands that the OWNER has \$ 6,400,000.00 budgeted for this PROJECT that includes all professional consultant fees, right-of-way acquisition, utility relocation, and project construction monies. 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: This project consists of improvements and widening of Houston Street from approximately 400 feet east of 9<sup>th</sup> Street to approximately 450 feet west of SH51. The project shall include widening the existing two lane asphalt roadway to a five lane section with the addition of curb & gutter, sidewalk/trail, an enclosed storm sewer system, as well as design of water and sewer line relocations/upgrades as required. The project shall also include services for the following: identification of right-of-way needs, preparation of right-of-way acquisition documents, assistance during acquisition, identification of the need for utility relocations, and the coordination of utility relocations. Coordination will be required of this project in order to tie into a newly designed intersection at Houston Street & 23<sup>rd</sup> Street. No design work will be necessary, only coordination, for this project between approximately 500 feet west of and 450 feet east of the Houston Street & 23<sup>rd</sup> Street intersection centerline.

**2.0 PROJECT SCOPE**

CONSULTANT shall coordinate the subsurface exploration and design the subgrade and pavement section(s); perform civil design including water and sewer lines, and grading; and perform hydraulics/hydrology necessary to properly design the drainage structures. CONSULTANT shall also coordinate gas, electric, telecommunication, and other utility relocation services with private utility companies.



CONSULTANT shall provide consulting services as follows:

- Geotechnical Services and Coordination
- Survey Services and Coordination
- Geometric, Site Grading, Drainage, Structural, Paving, and Miscellaneous Design
- Public Utility Design and Relocations (as required)
- Private Utility Relocation Services and Coordination
- Right-of-Way Documents Preparation & Staking
- Governmental Agency Coordination

### **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. All designs shall meet current City of Broken Arrow codes, regulations and design criteria as found in the latest versions of the Engineering Design Criteria Manual, Land Subdivision Code, Zoning Code, Traffic Control Manual, Standard Construction Specifications, City Ordinances and Comprehensive Plan.
- 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 LAND SURVEY: 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 Establish 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 Conduct all field surveys, including topographical, boundary, and aerial surveys, as necessary, for design of the project.
- 3.2.3 Research and field-verify, to the fullest extents possible (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 Prepare and submit right-of-way documents for said project as defined in Section 3.4.
  - 3.2.5 Submit one (1) full size print, one (1) drawing on electronic media (AutoCAD 2018 or earlier version) and one (1) PDF file of the final survey.
- 3.3 PLANNING AND 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 With City input, establish project goals and alignments for streets, storm sewers, sanitary sewers and water lines as required.
  - 3.3.2 Develop a conceptual plan for street and stormwater improvements.
  - 3.3.3 Develop a conceptual plan for sanitary sewers and water line improvements as required.
  - 3.3.4 Evaluate existing drainage system, capacity and conditions. Provide conceptual plan schematics and calculations for drainage design additions/improvements.
  - 3.3.5 Coordinate with utility companies to provide adequate relocation corridors as necessary. Provide conceptual design plans to all utility companies electronically (i.e. pdf or CADD files as required) at submittal of conceptual design plans.
  - 3.3.6 Identify "Ultimate" right-of-way required to accommodate construction of project and necessary utility relocation.
  - 3.3.7 Submit six (6) bound sets of ½ size prints, one (1) set of drawings on electronic media (AutoCAD 2018 or earlier version) and one (1) PDF file of the Conceptual design.
  - 3.3.8 Conceptual Design Review.
- 3.4 RIGHT-OF-WAY DESIGN PHASE: Following approval of the Planning and Concept Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.4.1 Prepare "Ultimate", see Section 6.4.2 of Engineering Design Criteria Manual, right-of-way documents, in both Microsoft Word and PDF formats along with closure reports, based upon the comments received from the conceptual design review and coordination with utility companies.
    - 3.4.1.1 Prepare "Ultimate" right-of-way instruments which provide sufficient room to accommodate utility relocations and other construction activities. Instruments to be provided in Microsoft Word and PDF formats along with closure reports.
    - 3.4.1.2 Prepare Right-of-Way map/plan sheet(s).
    - 3.4.1.3 Procure and provide Property Reports on unplatted properties and properties with less than "Ultimate" Right-of-Way currently provided.
    - 3.4.1.4 Provide acquisition support services.
    - 3.4.1.5 Submit, **prior to completion of the preliminary design phase**, three (3) bound sets of ½ size plan sheets and one (1) set of legal instruments, in both Microsoft Word and PDF formats, indicating "Ultimate" right-of-way documents for the project final taking/acquisitions requirements.

- 3.4.2 Provide one time only right-of-way staking services for **16** parcels (**assumed for initial estimating purposes**).
- 3.5 PRELIMINARY DESIGN PHASE: Following approval of the Planning and Concept Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
  - 3.5.1 Conduct all necessary geotechnical investigations and submit recommendations to the Owner for project sub-grade, pavement and foundation design.
  - 3.5.2 Perform preliminary drainage analysis and design in accordance with City of Broken Arrow Engineering Design Criteria Manual and Stormwater Management Ordinance Chapter 25.
  - 3.5.3 Perform preliminary roadway geometric layout and design.
  - 3.5.4 Prepare preliminary construction plans and details as necessary for proposed project.
  - 3.5.5 Attend one (1) public meeting and provide any figures, displays, or media required for use in the public meeting.
  - 3.5.6 Conduct pre-final coordination with private and public utility companies.
    - 3.5.6.1 Meet with utility companies and City of Broken Arrow to conduct coordination for relocation of utility facilities and services in conflict with the project and request relocation plans/proposals from private utility companies.
    - 3.5.6.2 Review relocation plans and proposals submitted by private utilities, and provide comments and recommendations prior to City approval and execution of the relocation plans. Obtain releases for non-relocated facilities.
    - 3.5.6.3 Provide preliminary design plans to all utility companies electronically (i.e. pdf or CADD files as required).
  - 3.5.7 Prepare preliminary special provisions.
  - 3.5.8 Prepare preliminary quantity estimate.
  - 3.5.9 Prepare preliminary construction cost estimate using 15% contingency.
  - 3.5.10 Submit six (6) bound sets of ½ size prints, one (1) set of drawings on electronic media (AutoCAD 2018 or earlier version), one (1) PDF file, and one (1) set of full-size prints (if required) of the Preliminary plans.
  - 3.5.11 Preliminary Design Review.
- 3.6 FINAL DESIGN PHASE: Following approval of the Preliminary Design, and upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
  - 3.6.1 Conduct all necessary design functions required to complete the final design phase of the project.
  - 3.6.2 Finalize utility relocation coordination as necessary.
  - 3.6.3 Prepare and complete final design.
  - 3.6.4 Prepare detailed construction plans in conformance with appropriate drafting standards.

- 3.6.5 Prepare final quantity estimates.
  - 3.6.6 Prepare final estimate of construction costs with a 10% contingency.
  - 3.6.7 Prepare construction specifications; Contract documents other than drawings and estimates on 8-1/2" x 11" plain white bond paper. All documents shall be suitable for original camera-ready copy.
  - 3.6.8 Prepare Contract proposals in units compatible with Broken Arrow specifications.
  - 3.6.9 Submit six (6) bound sets of 1/2 size prints of final construction plans, one (1) bound set of full-size prints (if required) of final construction plans, three (3) sets of final contract bid documents, one (1) PDF file and three (3) sets of 1/2 size prints of final City utility relocation plans, if required, to the Owner for distribution and review.
  - 3.6.10 Provide final design plans to all utility companies electronically (i.e. pdf or CADD files as required).
  - 3.6.11 Incorporate final review comments and furnish one (1) complete set of full-size drawings and contract documents, three (3) 1/2 size sets of final drawings, one (1) set of final drawings in pdf format and electronic media (AutoCAD 2018 or earlier version), one (1) master set of final specifications on electronic media, in both Microsoft Word and pdf formats, and paper.
- 3.7 ASSISTANCE DURING BIDDING PHASE: Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.7.1 Provide the Owner services during advertisement of the Project for bid (i.e. providing plans in pdf format along with one hard copy, specifications, written project description and electronic bid proposal).
  - 3.7.2 Attend and conduct a pre-bid conference as required by Owner.
  - 3.7.3 Serve as the technical question point of contact to answer requests for information during bidding and draft any necessary addenda to clarify Contract documents.
  - 3.7.4 Assist in preparing addenda and addenda plan sheets as required.
- 3.8 PROJECT CLOSE-OUT PHASE:
- Upon receiving the written Notice to Proceed, the Consultant shall perform the following tasks in accordance with the schedule provided in Attachment E:
- 3.8.1 Incorporate changes into the drawings and produce Record Drawings.
  - 3.8.2 Submit record drawings on electronic media (AutoCAD 2018 or earlier version and pdf).
  - 3.8.3 Submit any revisions to the Design Manual caused by construction changes.
- 3.9 CONSTRUCTION ASSISTANCE PHASE (ADDITIONAL SERVICES):
- Construction Assistance is considered an additional service not included in the Scope of Services and will be negotiated with the Consultant as necessary.

**ATTACHMENT B  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
GUY ENGINEERING SERVICES, INC.  
FOR  
HOUSTON STREET WIDENING FROM 9<sup>TH</sup> STREET TO OLD HIGHWAY 51  
PROJECT NO. ST1926**

**ORGANIZATION OF SUBMITTAL DOCUMENTS**

The following constitutes a list of project deliverables, as required, and shall be made a part of the AGREEMENT dated the 2<sup>nd</sup> day of April, 2019.

**1.0 CONSTRUCTION PLANS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following plan sheets:

- 1.1 Title Sheet;
- 1.2 Pay Quantities and Pay Item/General Notes;
- 1.3 Typical Sections;
- 1.4 Quantity & Miscellaneous Summaries;
- 1.5 Storm Water Management Plan (SWP3);
- 1.6 Project Drainage Area Map;
- 1.7 Right-of-Way Map & Data;
- 1.8 Survey Data Sheet
- 1.9 Plan and Profiles (roadway & waterline as necessary);
- 1.10 General Plan and Elevation (as necessary);
- 1.11 Special Details
- 1.12 Signing & Striping
- 1.13 Construction Sequencing
- 1.14 Cross Sections; and
- 1.15 Standard Construction Drawings.

**2.0 RIGHT-OF-WAY DOCUMENTS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

- 2.1 Right-of-Way Plans;
- 2.2 Individual Legal Description Documents for right-of-way, permanent easements, and temporary construction easements;
- 2.3 Individual Right-of-Way Detailed Drawing with Existing Easements Shown;
- 2.4 Closure Report;
- 2.5 Surveyor's Certification Document;
- 2.6 Ownership Certification Report; and;
- 2.7 Provide right-of-way and temporary construction easement staking as required for acquisition purposes (assumed one staking per parcel required, **assumed 16 parcels**, at agreed upon unit price per parcel).

- 3.0 DRAINAGE DESIGN DOCUMENTS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:
- 3.1 Hydrology and Hydraulic Calculations;
  - 3.2 Overall Project Drainage Map;
  - 3.3 Drainage Summary Tables;
  - 3.4 Stormwater Pollution Prevention Plan (SWP3)
    - 3.4.1 Report;
    - 3.4.2 Environmental Clearances, if required by funding and/or the USACOE will be a supplemental agreement negotiated as necessary;
    - 3.4.3 Owner, Contractor and Engineer's Certifications;
    - 3.4.4 Approved Grading/Erosion Control Construction Plans; and
    - 3.4.5 Standard Erosion Control Details
- 4.0 DESIGN CALCULATIONS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:
- 4.1 Structural Design Calculations
    - 4.1.1 Bridge Designs;
    - 4.1.2 Retaining Earth; and
    - 4.1.3 Miscellaneous Structures
  - 4.2 Water Analysis Calculations (Title 252: Chapter 626):
    - 4.2.1 Water Flow Projections and Analysis;
    - 4.2.2 Pressure and Velocity Analysis; and
  - 4.3 Wastewater Collection System Design (Title 252: Chapter 656):
    - 4.3.1 Wastewater Flow Projections;
    - 4.3.2 Gravity flow analysis showing flow velocities;
    - 4.3.3 Lift station design;
  - 4.4 Other Engineer Design Calculations
- 5.0 CONTRACT DOCUMENTS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:
- 5.1 Bid Documents:
    - 5.1.1 Electronic bid proposal in format provided.
    - 5.1.2 Written description of construction project.
    - 5.1.3 Construction duration in calendar days.
  - 5.2 Project Conditions:
    - 5.2.1 Special Conditions.

### 5.3 Construction Specifications

**6.0 RECORD DRAWINGS:** The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, the following documents:

#### 6.1 Drawings:

6.1.1 CAD files (AutoCAD Version 18 or earlier) for project construction drawings reflecting red-line markups from the construction contractor and the City Contract Administrator.

6.1.2 Adobe Acrobat (pdf) files of CAD drawings.

#### 6.2 Design Manual:

6.2.1 Paper copy of Design Manual (specifications, calculations, etc.) reflecting any changes during construction.

6.2.2 Adobe Acrobat (pdf) file of Design Manual.

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**ATTACHMENT C  
TO  
AGREEMENT FOR CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
GUY ENGINEERING SERVICES, INC.  
FOR  
HOUSTON STREET WIDENING FROM 9<sup>TH</sup> STREET TO OLD HIGHWAY 51  
PROJECT NO. ST1926**

**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 2<sup>nd</sup> day of April, 2019.

**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 D  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
GUY ENGINEERING SERVICES, INC.  
FOR  
HOUSTON STREET WIDENING FROM 9<sup>TH</sup> STREET TO OLD HIGHWAY 51  
PROJECT NO. ST1926**

**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 2<sup>nd</sup> day of April, 2019.

**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 1. Land Survey Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 73,087.00 for the completion of the Land Survey Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.2 Task 2. Planning and Conceptual Design Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 67,647.00 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.
- 1.3 Task 3. Right-of-Way Design Payment: The OWNER shall pay the CONSULTANT a fee not to exceed the amount of \$50,494.00 (based upon an assumed 16 of parcels priced at \$ 1,811.00 per parcel) for the completion of the Right-of-Way Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.4 Task 4. Preliminary Design Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 138,260.00 for the completion of the Preliminary Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.5 Task 5. Final Design Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 128,373.00 for the completion of the Final Design Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.6 Task 6. Assistance During Bidding Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 5,428.00 for the Assistance During Bidding Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

- 1.7 Task 7. Project Close-Out Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of \$ 6,767.00 for the completion of the Project Closeout Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.
- 1.8 Task 8. Construction Assistance Phase Payment (Additional Services): The OWNER may negotiate with CONSULTANT for providing Construction Assistance as additional services beyond original design agreement.

## **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 as of January 1, 2019.

### Professional Services

Principal Engineer	\$ 236.71
Sr PE II	\$ 198.36
Sr PE I	\$ 155.35
PE II	\$ 138.05
PE I	\$ 108.74
Engineering Intern II	\$ 94.39
Engineering Intern I	\$ 88.89
Tech II	\$ 97.52
Tech I	\$ 83.12
Field Tech	\$ 71.05
Environmental Specialist	\$ 111.68
Natural Resource Specialist	\$ 61.35
CAD Manager	\$ 110.11
Right-of-Way Manager	\$ 155.35
Right-of-Way Agent II	\$ 117.19
Right-of-Way Agent I	\$ 88.89
Survey Manager	\$ 144.70
Utilities Manager	\$ 103.82
Utilities Coordinator	\$ 79.08
Utilities Inspector	\$ 89.67
PM Administrator	\$ 102.84
Admin Asst/Receptionist	\$ 62.92
Accounting Manager	\$ 113.24
Bs Dev/Mktg Coord	\$ 88.89
Office Coordinator	\$ 67.64
Director of Finance/HR	\$ 140.18
Office Manager	\$ 128.56

## **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 E  
TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES  
BETWEEN  
CITY OF BROKEN ARROW  
AND  
GUY ENGINEERING SERVICES, INC.  
FOR  
HOUSTON STREET WIDENING FROM 9<sup>TH</sup> STREET TO OLD HIGHWAY 51  
PROJECT NO. ST1926**

**PROJECT SCHEDULE**

The following schedule shall be made a part of the AGREEMENT dated the 2<sup>nd</sup> day of April, 2019. On issuance of notice proceed by the OWNER, the CONSULTANT shall provide the OWNER a Gantt chart schedule, utilizing the phases and durations provided below.

- |            |   |                 |
|------------|---|-----------------|
| <b>1.0</b> | <b>LAND SURVEY PHASE:</b>   | <b>60 Days</b>  |
| 1.1        | Notice to Proceed:  |                 |
| 1.2        | Conduct Topographical Surveying:  |                 |
| 1.3        | Submit Land Survey:   |                 |
| 1.4        | Owner Review:   |                 |
| <br>       |   |                 |
| <b>2.0</b> | <b>PLANNING AND CONCEPTUAL DESIGN PHASE:</b>  | <b>70 Days</b>  |
| 2.1        | Notice to Proceed:  |                 |
| 2.2        | Prepare & Submit Conceptual (30%) Plans:  |                 |
| 2.3        | Owner Review:   |                 |
| <br>       |   |                 |
| <b>3.0</b> | <b>RIGHT-OF-WAY DESIGN PHASE:</b>   | <b>60 Days</b>  |
| 2.1        | Notice to Proceed (concurrent with preliminary design phase):   |                 |
| 2.2        | Prepare & Submit "Ultimate" Right-of-Way Documents including: right-of-way map/plans, instruments, closure reports, and certified property reports. |                 |
| 2.3        | Owner Review:   |                 |
| 2.4        | Right-of-Way Staking (as required for an assumed number of parcels):  |                 |
| <br>       |   |                 |
| <b>4.0</b> | <b>PRELIMINARY DESIGN PHASE:</b>  | <b>100 Days</b> |
| 4.1        | Notice to Proceed (concurrent with R/W phase):  |                 |
| 4.2        | Conduct Geotechnical Investigation & Provide Recommendations/Report   |                 |
| 4.3        | Coordinate & Review utility relocation plans:   |                 |
| 4.4        | Prepare & Submit Preliminary (60%) Plans:   |                 |
| 4.5        | Owner Review:   |                 |

**5.0 FINAL DESIGN PHASE:**

**120 Days**

- 5.1 Notice to Proceed:
- 5.2 Finalize utility relocation plans:
- 5.3 Prepare & Submit final (90%) plans and Specifications for City Review:
- 5.4 Prepare final cost estimate:
- 5.5 Prepare Design Report:
- 5.6 Owner review:
- 5.7 Prepare & Submit bid documents (100% plans and specifications):

**6.0 ASSISTANCE DURING BIDDING PHASE:**

- |     |                                 |                   |
|-----|---------------------------------|-------------------|
| 6.1 | Providing bid documents:        | To be determined. |
| 6.2 | Attend pre-bid conference:      | To be determined. |
| 6.3 | Answer RFI's & prepare addenda: | To be determined. |

**7.0 PROJECT CLOSE-OUT PHASE:**

- |     |                             |   |
|-----|-----------------------------|---|
| 7.1 | Record Drawings:            | 30 days after receipt of contractor's red-lines |
| 7.2 | Revisions to Design Manual: | 30 days after receipt of contractor's red-lines |

**8.0 CONSTRUCTION ASSISTANCE PHASE (ADDITIONAL SERVICES):**

- 8.1 Construction assistance: Additional services to be negotiated separately as required.

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# City of Broken Arrow

## Request for Action

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**File #: 19-368, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-02-2019**

**Title:**

Consideration, discussion, and possible approval of the reappointment of Mark Jones to the City of Broken Arrow Planning Commission for a three-year term to expire May 1, 2022

**Background:**

Planning Commission members are appointed to serve three-year terms. The term for Planning Commission member Mark Jones is set to expire on May 1, 2019. Mr. Jones was appointed by the City Council to the Planning Commission on March 1, 2016, by Mayor Craig Thurmond. Mr. Jones has expressed his willingness to continue to serve on the Planning Commission for another three-year term to expire May 1, 2022.

**Cost:** \$0

**Funding Source:** None

**Requested By:** Michael Skates, Development Services Director

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** None

**Recommendation:**

Approve the reappointment of Mark Jones to serve an additional three-year term on the Planning Commission, to expire May 1, 2022.



# City of Broken Arrow

## Request for Action

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**File #: 19-389, Version: 1**

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**Broken Arrow City Council  
Meeting of: 04-02-19**

**Title:**

Consideration, discussion, and possible preview of an Ordinance for voluntary annexation of approximately 1,240 acres located south of Dearborn Street (41st), east of 51st Street (Evans Road / 225th East Avenue) within all of Section 28, Township 19 North, Range 15 East, and parts of Section 27, Township 19 North, Range 15 East, and Section 33, Township 19 North, Range 15 East, and Section 4, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma and thereby amending the city's northern fence line in Wagoner County, repealing all ordinances to the contrary; and declaring an emergency

**Background:**

At the request of the current property owner, The City of Broken Arrow is proposing to annex approximately 1,240 acres into the city limits of Broken Arrow, generally located South of Dearborn Street (41st), East of 51st Street (Evans Road / 225th East Avenue) within all of Section 28, Township 19 North, Range 15 East and parts of Section 27, Township 19 North, Range 15 East and Section 33, Township 19 North, Range 15 East and Section 4, Township 18 North, Range 15 East of the Indian Base and Meridian, Wagoner County, State of Oklahoma.

Pursuant to Title 11, Section 21-103 of the Oklahoma Statutes, the Council directed staff, on March 5, 2019, to post a Notice of Annexation in a legally qualified newspaper of general circulation at least fourteen (14) days prior to the public hearing, notifying property owners abutting any public right-of way that forms the boundary of the territory of proposed property to be annexed.

These 1,240 acres are currently undeveloped and up until January 8, 2019 were part of Fair Oaks and have been de-annexed from Fair Oaks. The property is projected to be developed for residential, commercial, industrial, office, recreational and mixed use.

Staff has received several calls from area property owners and residents, inquiring about the details of this undeveloped property, its development potential and area improvement. None of the callers have protested this proposal.

**Cost:** Publication Cost

**Source:** City Clerks Operational Fund

**Requested By:** Michael Skates, Director

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** Legal Notice

Preview Ordinance  
Exhibit "A"

**Recommendation:**

Preview the Ordinance and set for adoption.



Ordinance No. \_\_\_\_\_

**An ordinance annexing approximately 1,240 acres located south of Dearborn Street (41st), east of 51st Street (Evans Road / 225th East Avenue) within all of Section 28, Township 19 North, Range 15 East, and parts of Section 27, Township 19 North, Range 15 East, and Section 33, Township 19 North, Range 15 East, and Section 4, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma and thereby amending the city's northern fence line in Wagoner County, repealing all ordinances to the contrary; and declaring an emergency**

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:**

**SECTION I.** That the following described tract of land lying adjacent to the present corporate limits of the City of Broken Arrow, to-wit:

**SEE EXHIBIT "A"**

Be the same is annexed into the City of Broken Arrow, Oklahoma, and the corporate limits of said City are hereby extended to include that tract of land described in Exhibit "A" attached hereto. After the effective date of this ordinance, all property located therein, and all persons residing or otherwise occupying the land shall be subject to the jurisdiction of this City and all laws made pursuant thereto. The City council expressly finds that all requirements of 11 O.S.§21-103 have been fully complied with in advance of the issuance of this ordinance.

**SECTION II.** Any ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

**SECTION III.** An emergency exists for the preservation of the public health, peace and safety, and therefore this ordinance shall become effective from and after the time of its passage and approval.

**PASSED AND APPROVED** and the emergency clause ruled upon separately this \_\_\_\_  
day of \_\_\_\_\_, 2019.

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
(Seal) CITY CLERK

APPROVED:

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

## LEGAL NOTICE OF ANNEXATION

On April 2, 2019 an Ordinance to annex approximately 1,240 acres of land located South of Dearborn Street (41st), East of 51st Street (Evans Road / 225th East Avenue) within all of Section 28, Township 19 North, Range 15 East and parts of Section 27, Township 19 North, Range 15 East and Section 33, Township 19 North, Range 15 East and Section 4, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma, generally located South of Dearborn (41<sup>st</sup>) Street adjoining the Creek Turnpike, will be previewed by the Broken Arrow City Council. A map of the area along with the Legal Description of the property is attached as Exhibit "A"

### **SEE ATTACHED EXHIBIT "A"**

A public hearing will be held before the Broken Arrow City Council on the 2<sup>nd</sup> of April, 2019 at 6:30 pm, in Broken Arrow City Hall. All persons interested in this matter may be present at that hearing and present their objections to or arguments for the above matter.

Dated in Broken Arrow, Oklahoma, the 5<sup>th</sup> day of March, 2019.

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Kimberly Slinkard  
Deputy City Attorney

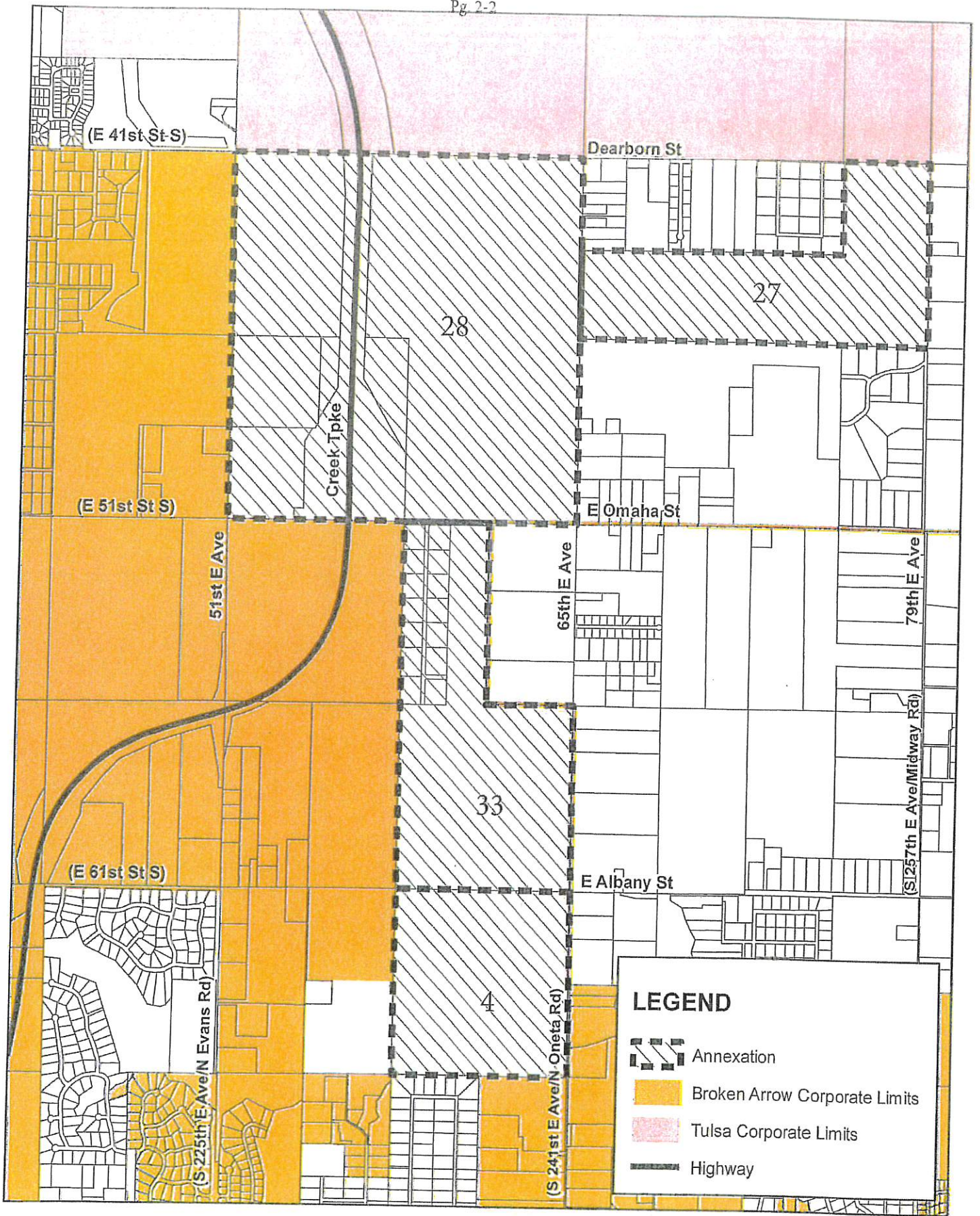
EXHIBIT "A"

Pg. 1-2

The legal descriptions of the property in consideration for annexation into the City of Broken Arrow are as follows: Legal Descriptions (4 parcels)

1. All of Section 28, T-19N, R-15E. 640 acres.
2. S  $\frac{1}{2}$  of N  $\frac{1}{2}$  and NE  $\frac{1}{4}$  of NE  $\frac{1}{4}$  of Section 27, T-19N, R-15E. 200 acres.
3. SE  $\frac{1}{4}$  and W  $\frac{1}{2}$  of NE  $\frac{1}{4}$  of Section 33, T-19N, R-15E. 240 acres.
4. NE  $\frac{1}{2}$  of Section 4, T-18N, R-15E. 160 acres.

Annexation request for 1,240 acres.



0 Feet 1,000 2,000

FEBRUARY 2019

## BROKEN ARROW ANNEXATION FAIR OAKS

