



City of Broken Arrow
Meeting Agenda
Broken Arrow City Council

Mayor Craig Thurmond
Vice Mayor Scott Eudey
Council Member Johnnie Parks
Council Member Debra Wimpee
Council Member Christi Gillespie

Tuesday, November 5, 2019

6:30 PM

Council Chambers
220 South 1st Street
Broken Arrow, OK

A M E N D E D A G E N D A

1. Call to Order

2. Invocation

3. Roll Call

4. Pledge of Allegiance to the Flag

5. Consideration of Consent Agenda

- A. [19-21](#) Approval of the City Council Meeting Minutes of October 15, 2019
- B. [19-1329](#) Acceptance of Planning Commission meeting minutes of October 10, 2019
- C. [19-1281](#) Acceptance of Drainage Advisory Committee meeting minutes of
September 30, 2019
- D. [19-1324](#) Acceptance of Elm Place and New Orleans Advisory Committee meeting
minutes of October 3, 2019
- E. [19-1290](#) Approval of and authorization to execute Budget Amendment Number 5 for
Fiscal Year 2020
- F. [19-1354](#) Approval of and authorization to execute Budget Amendment Number 6 for
Fiscal Year 2020
- G. [19-1315](#) Approval of and authorization to execute the Office of Attorney General
2020 Safe Oklahoma Grant Program Contract for fiscal year 2019-2020
- H. [19-1334](#) Approval to declare certain City owned vehicles and equipment as surplus
and authorize the sale of those items by an on-line public auction
- I. [19-1349](#) Approval of and authorization for the City Attorney to sign a change of
affiliation form transferring the City of Broken Arrow v. Contech et. al,

- J.** [19-1383](#) Approval of and authorization to execute the Professional Services Agreement between the City of Broken Arrow and McAfee & Taft, P.C. for providing counsel and legal advice regarding Joshua Andre Garza v. City of Broken Arrow, 19-CV-423-TCK-JKJ
- K.** [19-1327](#) Approval of and authorization to execute an Agreement with CoreSource, Inc. utilizing Aetna Signature Administrators PPO Managed Care Services to provide third party administration for the employee health plan for calendar year 2020
- L.** [19-1350](#) Approval of and authorization to execute Amendment No. 1 to the License and Services Agreement between the City of Broken Arrow and Tyler Technologies
- M.** [19-1273](#) Approval of and authorization to execute Amendment Number 1 to Agreement for Professional Services with Poe and Associates, Inc. for providing additional design services for the Aspen and Washington Street Improvements project (Project No. ST1705)
- N.** [19-1287](#) Notification of City Manager's, Assistant City Manager's and Department Director's execution of Professional Consultant Agreements with a value of less than \$25,000
- O.** [19-1289](#) Approval of and authorization to execute the purchase of seven (7) Motorola APX 6000 handheld radios and accessories from Motorola Solutions, pursuant to the Oklahoma Statewide Contract, for the Police Department
- P.** [19-1326](#) Approval of and authorization to purchase one (1) Pierce fire apparatus from Conrad Fire Equipment, Inc. pursuant to the Houston-Galveston Area Council (HGACBuy) contract, using the "prepay" option, for the Fire Department
- Q.** [19-1331](#) Approval of and authorization to reject bids received for a Cemetery utility cart, find that the best interest of the City of Broken Arrow will be served by the rejection
- R.** [19-1375](#) Approval of authorizing a 15 day extension to award bids for good cause shown for the purchase of two (2) Firehouse D1 Dump Body Trucks for the Streets Division of the Streets and Stormwater Department
- S.** [19-1307](#) Award the most advantageous bid to Warren Cat for the purchase of one (1) Superior Broom DT74C self-propelled, street sweeper for the Streets Division of the Streets and Stormwater Department
- T.** [19-1322](#) Award the lowest responsible bid to Becco Contractors, Inc. and approve and authorize execution of a construction contract for the Florence Street Widening from Olive to Aspen (ST1410)

- U. [19-1337](#) Approval of and authorization to execute Change Order CO2 with Ellsworth Construction, LLC for Construction Contract ST1210; 9th Street Widening, Elgin to El Paso
- V. [19-1339](#) Approval of and authorization to execute Change Order CO3 for Construction Contract 171703; Tiger Hill Soldier Pile Retaining Wall
- W. [19-1323](#) Approval of and authorization to execute Resolution No. 1278, a Resolution authorizing acceptance of a General Warranty Deed for a tract of land which consists of 1.6695 acres of Permanent Right-of-Way for future projects in the area of Florence and Garnett. The Parcel is located in the Southwest Quarter of Section 29, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from American Southwest Properties, LLC, Guadalupe Investors, LLC, and SHS, LLC
- X. [19-1328](#) Acceptance of a Temporary Construction Easement consisting of 0.0053 acres from Goodwill Industries of Tulsa, Inc., on property located at 2210 West Washington Street, Broken Arrow, Oklahoma, located in part of the Southeast Quarter of Section 16, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma for the Washington Street Improvements, Olive to Aspen, Parcel 5A (Project No. ST1616A)
- Y. [19-1382](#) Ratification of the Claims List Check Register dated 10/29/2019

6. Consideration of Items Removed from Consent Agenda

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

- A. [19-1351](#) Presentation and annual programming update by the Broken Arrow Community Playhouse
- B. [19-1346](#) Presentation by Ghost Creative on the Shop Local messaging and visuals

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. [19-1298](#) Consideration, discussion, and possible approval of the proposed name for the Broken Arrow Events Park Adult Softball Complex
- B. [19-1291](#) Consideration, discussion, and possible approval of changing the name of Chisholm Trail South Park (Events Park)
- C. [19-1319](#) Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1277, a Resolution of Support for the Tulsa Chamber 2020 OneVoice Legislative Priorities
- D. [19-1325](#) Consideration, discussion, and possible approval to publish the 2020 notification of regularly scheduled meetings of the Broken Arrow City Council, and its Boards and Trusts

- E. [19-1361](#) Consideration, discussion, and possible award of the most advantageous bid to Prestige Roofing to re-roof the Broken Arrow Senior Activity Center for the Parks and Recreation Department
- F. [19-1333](#) Consideration, discussion and possible approval of and authorization to execute Resolution 1279, a Resolution adopting Continuing Disclosure Policies and Procedures for the City and its Public Trust and Authorities with respect to the obligations covered under Securities and Exchange Commission rules 15c2-12 (the Rule)
- G. [19-1352](#) Consideration, discussion and possible approval of and authorization to execute Resolution 1281, a Resolution of the City of Broken Arrow, Oklahoma (the “City”) approving the incurrence of indebtedness by the Broken Arrow Municipal Authority (the “Authority”) issuing its Utility System and Sales Tax 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; ratifying and confirming a Lease Agreement by and between the City and the Authority pertaining to the City’s water, sanitary sewer, and solid waste disposal systems; ratifying and confirming a Security Agreement by and between the City and the Authority pertaining to pledge of certain sales tax revenues, and approving and authorizing execution of a Sales Tax Agreement; and containing other provisions relating thereto
- H. [19-1378](#) Receipt and consideration of bids for and possible action awarding the sale of \$23,250,000 in principal amount of Series 2019A General Obligation Bonds and authorization to execute the pertinent documents related thereto
- I. [19-1342](#) Consideration, discussion and possible approval of PUD-293 (Planned Unit Development) and BAZ-2035 (Rezoning), Albany Village, 3.20 acres, PUD-139/ON and R-3 to PUD-293/RD, located one-quarter mile west of 23rd Street (193rd East Avenue/County Line Road), north of Albany Street (61st Street)
- J. [19-1368](#) Consideration, discussion, and possible approval of a Second Amendment to Capital Improvements Agreement with the Board of County Commissioners of Tulsa County for Vision 2025 Surplus Funds for Center for Arts, Innovation and Creativity
- K. [19-1369](#) Consideration, discussion, and possible approval of a Second Amendment to Capital Improvements Agreement with the Board of County Commissioners of Tulsa County for Vision 2025 Surplus Funds for Streetscapes V
- L. [19-1381](#) Consideration, discussion, and possible approval and authorization to execute Resolution No. 1282, a Resolution of the Broken Arrow City Council identifying funding source for the design and construction of

Albany Street from 23rd Street to 37th Street

- M. [19-1384](#) Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1283, a Resolution of the Broken Arrow City Council declaring an Emergency as a result of a Sanitary Sewer Trunk Line Sewer Infiltration near the corner of 91st Street and 225th Street (Evans Road); activation of the City's Emergency Operation Protocols, including waiving state and local provisions pertaining to competitive bidding as allowed by law; authorizing an informal bidding process; authorizing the City Manager to execute emergency contracts as necessary to purchase materials for repairs and any subsequent critical events; ratifying all prior actions of the City Manager, providing for the termination and extension of the provisions of this Resolution; and directing the City Manager to carry out all applicable provisions

10. Preview Ordinances

- A. [19-1266](#) Consideration, discussion, and possible preview of an Ordinance closing a portion of Right-of-Way on property located one-quarter mile north of Washington Street (91st Street), one-quarter mile west of 225th East Avenue (Evans Road), Wagoner County, State of Oklahoma, (Section 18, T18N, R15E)(Creek 51 Business Park); repealing all ordinances to the contrary; and declaring an emergency
- B. [19-1270](#) Consideration, discussion, and possible preview of an Ordinance closing a portion of Right-of-Way on property located one-quarter mile north of Washington Street (91st Street), one-quarter mile west of 225th East Avenue (Evans Road), Wagoner County, State of Oklahoma, (Section 18, T18N, R15E)(Creek 51 Business Park); repealing all ordinances to the contrary; and declaring an emergency

11. Ordinances

- A. [19-1353](#) Consideration, discussion, and possible adoption of Ordinance 3604, an ordinance of the City of Broken Arrow providing for the issuance of \$23,250,000 general obligation bonds, series 2019A by the City of Broken Arrow, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of bonds; providing for registration thereof; providing levy of an annual tax for the payment of principal and interest on the same; and fixing other details of the issue and declaring an emergency

12. Remarks and Inquiries by Governing Body Members

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

14. Executive Session

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

- 1. Discussing the purchase and appraisal of real property located at 1811 S. Main Street and 1757 S. Main Street and taking appropriate action in open session, including making an offer of purchase, under 25 O.S. §307(B)(3);**

In the opinion of the City Attorney, the Council is advised that disclosure will impair the ability of the Council to process the pending appraisal and acquisition of real property 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.

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.

City Clerk



City of Broken Arrow

Request for Action

File #: 19-21, Version: 1

**Broken Arrow City Council
Meeting of: 11-05-2019**

Title:

Approval of the City Council Meeting Minutes of October 15, 2019

Background:

Minutes recorded for the City Council Meeting.

Cost:

\$ 179.00 Approx.

Funding Source:

City Clerk Operational Fund

Requested By:

Russell Gale, Assistant City Manager of Administration

Approved By:

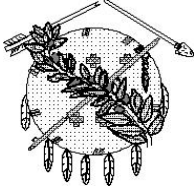
City Manager's Office

Attachments:

10-15-19 City Council Minutes

Recommendation:

Approve the minutes of October 15, 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 Johnnie Parks
Council Member Debra Wimpee
Council Member Christi Gillespie

Tuesday, October 15, 2019

Time 6:30 p.m.

Council Chambers

1. Call to Order

Vice Mayor Scott Eudey called the meeting to order at approximately 6:30 p.m.

2. Invocation

Pastor Scott Moore performed the invocation.

3. Roll Call

Present: 4 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey
Absent: 1 - Craig Thurmond

4. Pledge of Allegiance to the Flag

Cub Scout Pack 975 led the Pledge of Allegiance to the Flag.

5. Consideration of Consent Agenda

Vice Mayor Eudey indicated Item L and Item O would be removed from the Consent Agenda. He asked if there were any other items to be removed from the Consent Agenda. There were none.

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

Move to approve the Consent Agenda with the exception of Item L and Item O

The motion carried by the following vote:

Aye: 4 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey

- A. 19-20** Approval of the City Council Meeting Minutes of October 1, 2019
- B. 19-1274** Acceptance of Elm Place and New Orleans Advisory Committee meeting minutes of September 19, 2019
- C. 19-1208** Acceptance of Planning Commission meeting minutes of September 12, 2019
- D. 19-1286** Acceptance of Planning Commission meeting minutes of September 26, 2019
- E. 19-1239** Approval of and authorization to accept a donation in the amount of \$4,000 from Saint Francis Hospital South for the purpose of renewing the PulsePoint mobile application service
- F. 19-1269** Ratification of the motorcycle safety training and awareness grant application and agreement for fiscal year 2019-2020 with the Oklahoma Highway Safety Office
- G. 19-1268** Ratification of the occupant protection enforcement grant application and agreement for fiscal year 2019-2020 with the Oklahoma Highway Safety Office
- H. 19-935** Approval of and authorization to execute Agreement for Professional Consultant Services with R.L. Shears Company, P.C. for providing design services on the Broken Arrow Creek Trail Phase II project (Project No. 196032)
- I. 19-1279** Approval of and authorization to execute an annual Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Amateur Basketball Association
- J. 19-1280** Approval of and authorization to execute a Promotional License between Ice Challenge Enterprises, LLC and the City of Broken Arrow for the installation and operation of an outdoor holiday ice rink at the Rose District Pavilion
- K. 19-1288** Approval of and authorization to execute Change Order #1 with Diversified Civil Contractors, for construction contract ST1820; Downtown Main Street Streetscapes - Phase V
- L. 19-1224** Approval and authorization to execute change order CO2 with Grade Line Construction, LLC for the construction contract ST1712; Old Town Streets - 1st Street from Dallas to College
- M. 19-1258** Approval of and authorization to purchase four (4) Stryker Lucas 3 chest compression CPR devices from Stryker formerly Physio Inc. pursuant to the Oklahoma Statewide Contract
- N. 19-1263** Approval of and authorization to purchase two (2) Kawasaki Mule PRO-FX EPS LE firecracker red, model KAF820GLF, with the listed accessories, from Vicars Powersports, pursuant to the Houston-Galveston Area Council (HGACBuy) contract, for the Fire Department

- O. 19-1248 **Approval of BACP-164 (Comprehensive Plan Change), Level 2 to Level 5, Cody D. Callaway Parking Lot, 0.16 acres, R-3 (Single-Family Residential) and SP-137 (Specific Use Permit), east of the northeast corner of First Street and Detroit Street at 212 East Detroit Street**
- P. 19-1257 **Acceptance of a Deed of Dedication from Jim Helm on an approximately 10-acre tract of unplatted property located at the northwest corner of Albany Street (61st Street) and 225th East Avenue (Evans Road) as shown in Exhibits C1 and C2, Wagoner County, State of Oklahoma (Section 32, T19N, R15E)**
- Q. 19-1285 **Acceptance of a Deed of Dedication from Jim Helm on an approximately 10-acre tract of unplatted property located at the northwest corner of Albany Street (61st Street) and 225th East Avenue (Evans Road) as shown in Exhibits D1 and D2, Wagoner County, State of Oklahoma (Section 32, T19N, R15E)**
- R. 19-1284 **Acceptance of a Utility Easement from Jim Helm on an approximately 10-acre tract of unplatted property located at the northwest corner of Albany Street (61st Street) and 225th East Avenue (Evans Road) as shown in Exhibits B1 and B2, Wagoner County, State of Oklahoma (Section 32, T19N, R15E)**
- S. 19-1256 **Acceptance of a Utility Easement from Jim Helm on an approximately 10-acre tract of unplatted property located at the northwest corner of Albany Street (61st Street) and 225th East Avenue (Evans Road) as shown in Exhibits A1 and A2, Wagoner County, State of Oklahoma (Section 32, T19N, R15E)(Albany U/E)**
- T. 19-1226 **Approval of and authorization of final acceptance for the public improvements at Foster Lewis Acreage Lot 6 located at 210 South Hickory Place**
- U. 19-1154 **Approval of and authorization of final acceptance for the public improvements at Freedom Carwash located at 500 E Kenosha**
- V. 19-1292 **Approval of and authorization to execute Resolution No. 1276, a Resolution authorizing the City Attorney to enter into a proposed a Journal Entry of Judgment in regard to the lawsuit filed by Francis Patrick Charon, and directing the City Attorney to prepare and file the necessary documents to effectuate settlement, including a Journal Entry of Judgment for the court's approval, pursuant to 51 O.S. § 158**
- W. 18-1465 **Ratification of the Claims list dated 10/11/2019**

6. Consideration of Items Removed from Consent Agenda

Assistant City Manager Kenny Schwab reported Item 5L was a second change order (CO2) on the 1st Street project from Dallas to College. He stated this was a 2014 Bond project. He explained the change order would address some of the problems which unexpectedly arose with this project including soil difficulties and storm sewer difficulties. He indicated the contractor was also required to pack up all equipment and move out of the area during the Rumble in the Rose District event and then move back into the area to continue construction which increased costs. He stated the change order total was \$93,300 dollars.

Council Member Parks asked what the amount of the 2014 Bond issuance was for this project. Mr. Schwab responded \$525,000 dollars was issued for this project via the 2014 Bond and the project bid was approximately \$300,000 dollars; therefore, the City had funds remaining in the 2014 Bond for this project.

Council Member Wimpee noted you never knew what road conditions and project costs would actually be until a project was begun; there were always possible unforeseen costs.

MOTION: A motion was made by Johnnie Parks, seconded by Debra Wimpee. Move to approve and authorize execution of change order CO2 with Grade Line Construction, LLC for the construction contract ST1712; Old Town Streets - 1st Street from Dallas to College

The motion carried by the following vote:
Aye: 4 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey

Community Development Director Larry Curtis reported Item 5O, BACP-164, was a request to change the Comprehensive Plan from Level 2 to Level 5 on 0.16 acres located east of the northeast corner of First Street and Detroit Street at 212 E. Detroit Street. The property, which was vacant, was platted as Lots 16 and 17 of Block 17, Original Town of Broken Arrow and zoned R-3 along with a Specific Use Permit (SP-137). He reported SP-137 was approved by City Council on November 15, 1999, for a church parking lot. He noted the applicant was requesting a Comprehensive Plan change to allow for potential expansion of his current project (parking). He indicated the Milestone project, located across the street from these lots, was currently under construction and this additional parking would allow for the residents to have covered parking as part of the development. He stated this Comprehensive Plan change would allow for development of an additional 32 parking spaces. He stated the applicant would still be required to submit an application for rezoning if the Comprehensive Plan change was approved.

Council Member Parks noted parking was definitely an issue in this area and he was pleased to see this project. He asked if these parking spaces would be reserved for Milestone apartment parking only. Mr. Curtis responded in the affirmative. Mr. Parks asked how many

apartments would be developed in Milestone. Mr. Curtis responded 91 to 92 apartments units would be developed and the 1st floor of the building would contain eight commercial spaces which would be mostly retail.

Vice Mayor Eudey stated he approved of developing additional parking in this location as well.

MOTION: A motion was made by Johnnie Parks, seconded by Christi Gillespie.

Move to approve BACP-164 as recommended by Planning Commission and Staff

The motion carried by the following vote:

Aye: 4 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey

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

A. 19-1190 Presentation and annual programming update by the Broken Arrow Genealogical Society

Community Relations Liaison Jennifer Swezey introduced Marmie Apsley, Vice President and Librarian of the Broken Arrow Genealogical Society. She indicated the bronze mice statues throughout downtown were named after Ms. Marmie Apsley.

Ms. Marmie Apsley reported the Broken Arrow Genealogical Society was formed 43 years ago in 1976. She briefly reviewed the history of the Genealogical Society and Broken Arrow Library, described how the Genealogical Society library had grown over the years, described how a location for the Genealogical Society Building was chosen, described how the Genealogical Society library was moved to the Museum at 400 S. Main. She discussed and described the genealogical library and explained how the library was relevant and contained resources which pertained to most States and Indian Territories, as well as an extensive Civil War collection. She noted the library was staffed by volunteers and was open Tuesday, Wednesday and Saturday from 10 a.m. until 2 p.m. She noted the Genealogical Society ancestry program was available free of charge online. She reviewed the Genealogical Society's mission statement. She noted the Genealogical Society was currently working to index Broken Arrow obituaries; the index would be available online with copies of full obituaries being available for a small fee. She noted the Genealogical Society library and online resources were used by many throughout the United States. She noted the Society received no outside funding and was dependent upon financial donations, grants, and Society dues to meet necessary expenses. She thanked the City of Broken Arrow for supporting the Genealogical Society and providing the Society a place to call home.

Council Member Wimpee noted there was a book called "Marmie the Mouse" at the Museum of Broken Arrow which contained the adventures of Marmie the Mouse; the bronze mouse statues found throughout downtown correlated with this book and Marmie's adventures.

Council Member Gillespie reported she went on a tour of the Genealogical Society resources recently and she appreciated the work done by the Genealogical Society.

B. 19-1191 Presentation and annual programming update by the Military History Center

Ms. Jennifer Swezey introduced General Mancino Executive Director of the Military History Center.

General Mancino gave a brief history of the Military History Center which currently held 2,414 exhibits and a library with over 5,000 volumes. He displayed and discussed photos which illustrated the various events held by the Military History Center throughout the year: Vietnam Veterans Recognition Day, Rooster Day Parade participation, Golf Tournament, Flag Day, Military Trivia Night, VJ Day, Military History through the Ages, Salute to Veterans Concert, and the Rifle Raffle. He noted the Military History Center had six Veteran's Benefits Counselors on staff to assist veterans; the Counselors had almost 1250 meetings with veterans this year. He displayed a photo which illustrated the Veterans Banners, of which the maximum (70 banners) were sold in one week. He stated he believed all would be on display within the next two weeks. He thanked City Council and the City for its support.

Council Member Wimpee noted information regarding the Military History Center events could be found on the Military History Center Facebook page.

Vice Mayor Eudey thanked General Mancino for his presentation.

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)

There were no Citizens who wished to address the Council on General Topics related to City Business or Services.

9. General Council Business

A. 19-1202 Consideration, discussion, and possible approval of one voting delegate and one

alternate voting delegate for the National League of Cities Annual Business Meeting held Saturday, November 23, 2019 in San Antonio, Texas

Executive Assistant Crickett Moore reported the National League of Cities (NLC), City Summit, would be held in San Antonio the week of November 19, 2019; all five Council Members would be in attendance. She reported the National League of Cities Annual Business Meeting would be scheduled for the afternoon of November 23, 2019. She reported the NLC provided the City could designate one voting delegate and one alternate voting delegate for this meeting to vote on NLC policy, resolutions, and issues related to NLC's future. She noted the City Manager would not attend the Business Meeting portion of the Conference. She indicated staff requested City Council select a voting delegate and alternate voting delegate for the National League of Cities Annual Business Meeting.

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

Move to appoint Mayor Craig Thurmond as the voting delegate and Vice Mayor Scott Eudey as the alternate

The motion carried by the following vote:

Aye: 4 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey

B. 19-1262 Consideration, discussion, and possible approval to reject all bids for the construction of Vandever Park Playground Improvements (Project No. 196025) and find that the best interests of the Broken Arrow City Council will be served by the rejection

Mr. Matt Hendren reported the Vandever Park Playground Improvement Project was part of the 2014 Bond projects with a project budget of \$150,950 dollars. He noted on October 1, 2019 the City received six responsive bids with Stronghand LLC being the lowest base bid at \$185,000 dollars; the add alternates totalled approximately \$24,000 dollars, bringing the bid total to \$209,000 dollars. He reported the Architect, Planning Design Group Tulsa (PDG), estimated \$150,555 dollars with add alternates of \$16,550 dollars totaling \$167,105 dollars. He indicated after the bids came in much higher than the estimate, Staff spoke with Stronghand in an effort to understand why there was such a large discrepancy. He reported there were three reasons for the cost increase: 1) The specs PDG designed did not allow for any adjustment which drove up the cost of playground equipment. 2) The Broken Arrow Spec Book required a full-time superintendent to be onsite at all times during projects which drove up cost. He noted upon speaking with Engineering it was decided this requirement could be removed from this specific project. 3) The "pour and place" surfacing specs for this project were not cost effective and could be replaced with other surfacing materials. He indicated City Staff recommended these bids be rejected and the project be rebid with the three spec changes in an effort to reduce cost.

Council Member Gillespie asked about the "pour and place" surfacing. Mr. Hendren explained there were other surfacing options which could be utilized which would be just as effective and safe while being much more cost effective.

Council Member Parks asked if Staff needed City Council authorization to resubmit the project for bid. Assistant City Attorney Kim Slinkard responded in the negative.

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

Move to reject all bids for the construction of Vandever Park Playground Improvements (Project No. 196025) and find that the best interests of the Broken Arrow City Council will be served by the rejection

The motion carried by the following vote:

Aye: 4 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey

C. 19-1272 Consideration, discussion, and possible termination of purchase contract previously awarded to Rush Trucking Company for the purchase of one (1) Articulating Aerial Device and Truck Chassis with Utility Body, and authorization to re-bid the purchase

Director of Streets and Stormwater Rocky Henkel reported on August 21, 2018, the Broken Arrow City Council awarded a contract to Rush Trucking Center for the purchase of one (1) Articulating Aerial Device and Truck Chassis with Utility Body for the Traffic Signals Division of the Streets and Stormwater Department. He stated Rush Trucking Company was the second lowest bidder, selected due to a shorter delivery time than the lowest bidder by over 100 days. He reported the current Traffic Division truck recommended to be replaced had a variety of maintenance issues, needing approximately \$18,000 for repairs; therefore, Staff felt it was worth spending the difference of \$3,945 dollars (between the lowest bidder and the second lowest bidder) to expedite the delivery of the truck. He reported Rush Trucking Company was unable to deliver this vehicle on time, as indicated in the bid, and Staff requested a credit of \$3,945 dollars; however, Rush Trucking Company was only willing to credit \$2,500 dollars. He explained Rush Trucking Company failed to fulfill its contract based upon time of delivery and it was further discovered the vehicle was damaged during assembly process. He stated the City had an obligation to be good stewards of tax dollars; Staff did not believe it was in the City's best interest to take possession of a previously damaged vehicle. He noted pursuant to the City's contract with Rush Trucking Company, the City had the right to terminate the contract with "just cause upon written

notification to vendor.”

Vice Mayor Eudey asked if the City had made any payments for this vehicle. Mr. Henkel responded in the negative. Vice Mayor Eudey asked if Staff would take note of the current damaged vehicle concerns with the next bidding process. Mr. Henkel responded in the affirmative.

MOTION: A motion was made by Christi Gillespie, seconded by Debra Wimpee.

Move to terminate the purchase contract previously awarded to Rush Trucking Company for the purchase of one (1) Articulating Aerial Device and Truck Chassis with Utility Body, and authorize Staff to re-bid the purchase

The motion carried by the following vote:

Aye: 4 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey

D. 19-1278 Consideration, discussion and possible approval of and authorization to execute a Letter of Agreement Contract with Jack Clancy Associates to conduct promotional testing services for the Police Department

Police Chief Brandon Berryhill reported several supervisory positions of varying ranks were required to be filled in fiscal year 2019-20; the requirement stemmed from a vacancy which occurred on September 1, 2019. He explained a selection process was necessary to identify competent candidates for the Police Chief’s selection. He stated testing would be held for the ranks of Police Major, Police Captain, Police Sergeant and Police Corporal. He indicated the maximum number of candidates for all positions combined was 117 candidates, but the actual numbers of candidates which may choose to participate in any particular examination was unknown at this time.

Chief Berryhill reported three bids were received from companies which conducted testing services. He noted the first, from Industrial/Organizational Solutions of Oak Brook, IL, was the least competitive with a bid in excess of \$100,000 dollars. The second and third were from Jack Clancy Associates (JCA) and CPS Human Resources Services, both of Sacramento, CA, which had competitive pricing at \$42,500 dollars and \$40,900 dollars, respectively. He reported he reviewed the RFP responses and determined Jack Clancy Associates was the most advantageous bid based upon past performance and competitive pricing. He noted JCA had a proven history of success with the Police Department and had successfully administered and implemented the previous six promotional assessment centers dating back to 2010/2011. He indicated these previous promotional assessments were conducted without challenge from individual applicants or the labor union with no costly litigation. He stated the projected costs for any particular exam would vary based upon the number of candidates, but the total was not expected to exceed \$46,500 dollars. He indicated funds were budgeted and available in the Police Sales Tax Fund. He stated Staff recommended approval of the Letter of Agreement with Jack Clancy and Associates.

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

Move to approve and authorize execution of a Letter of Agreement Contract with Jack Clancy Associates to conduct promotional testing services for the Police Department

The motion carried by the following vote:

Aye: 4 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey

E. 19-1275 Consideration, discussion and possible approval of and authorization to execute Resolution No. 1267, a Resolution of Necessity to Condemn Property generally located in the Southwest Quarter of Section 11, Township 18 North, Range 14 East of the Indian Meridian, Tulsa County, Oklahoma, for the Commercial Street Detention, (Project No. SW2007)

Mr. Kenny Schwab reported Staff determined the tract of land located near the Broadway Apartments was an excellent location for a regional detention pond in the downtown area. He noted as the downtown area continued to grow there would be increases in stormwater needs. He stated the land was appraised at \$110,900 dollars, an offer was made to the landowner; however, negotiations were unfruitful. He stated Staff requested approval of Resolution No. 1267 which would condemn this property and enable Staff to move forward with the detention pond.

Vice Mayor Eudey stated condemnation was always the absolute last resort; the City had made significant efforts to reach an understanding with the property owner.

MOTION: A motion was made by Johnnie Parks, seconded by Christi Gillespie.

Move to approve Resolution No. 1267 and authorize its execution

The motion carried by the following vote:

Aye: 4 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey

F. 19-1277 Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1273, a Resolution authorizing the City Attorney to enter into a Journal Entry of Judgment in the case of City of Broken Arrow, Oklahoma v. Asa V. Forbes,

Tulsa County District Court Case No. CV-2019-613, regarding the condemnation of property located at 11406 South 193rd East Ave, Broken Arrow, Tulsa County, State of Oklahoma

Assistant City Attorney Slinkard reported City Council previously declared a public necessity to condemn property for a permanent utility easement, as well as a temporary construction easement, for completion of the County Line Trunk Sewer Placement Project. She reported the City filed suit against the landowner in May 2019 to acquire the easements. She reported in July the Commissioners filed a report valuing the property at \$6,500 dollars, the City tendered payment to the Court in this amount, and at this time she requested Resolution No. 1273 be approved authorizing the City Attorney to agree to the valuation by the Commissioners and enter a Journal Entry of Judgment to award the \$6,500 dollars to the landowner.

MOTION: A motion was made by Christi Gillespie, seconded by Debra Wimpee.

Move to approve Resolution No. 1273 and authorize its execution

The motion carried by the following vote:

Aye: 4 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey

10. Preview Ordinances

There were no Preview Ordinances.

11. Ordinances

There were no Ordinances.

12. Remarks and Inquiries by Governing Body Members

Council Member Wimpee stated she was excited to see the Veterans Banners on display in the next few days. Vice Mayor Eudey noted this was an excellent way to honor those who have served in the United States Military.

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

There were no Remarks and Updates by City Manager.

14. Executive Session

There was no Executive Session.

15. Adjournment

The meeting adjourned at approximately 7:12 p.m.

MOTION: A motion was made by Debra Wimpee, seconded by Christi Gillespie.

Move to adjourn

The motion carried by the following vote:

Aye: 4 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey

Mayor

City Clerk



City of Broken Arrow

Request for Action

File #: 19-1329, **Version:** 1

Broken Arrow City Council
Meeting of: 11-05-2019

Title:

Acceptance of Planning Commission meeting minutes of October 10, 2019

Background:

The minutes of the Planning Commission meeting held October 10, 2019 were approved by the Planning Commission on October 24, 2019.

Cost: \$0

Funding Source: None

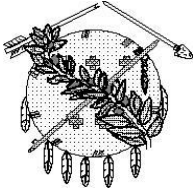
Requested By: Larry R. Curtis, Community Development Director

Approved By: City Manager's Office

Attachments: 10 10 2019 Planning Commission Minutes

Recommendation:

Accept minutes of Planning Commission meeting held October 10, 2019.



City of Broken Arrow

Minutes Planning Commission

City Hall
220 S 1st Street
Broken Arrow OK
74012

Chairperson Fred Dorrell
Vice Chairperson Lee Whelpley
Commission Member Ricky Jones
Commission Member Mark Jones
Commission Member Jaylee Klempa

Thursday, October 10, 2019

Time 5:00 p.m.

Council Chambers

1. Call to Order

Vice Chairperson Lee Whelpley called the meeting to order at approximately 5:00 p.m.

2. Roll Call

Present: 4 - Jaylee Klempa, Mark Jones, Ricky Jones, Lee Whelpley
Absent: 1 - Fred Dorrell

3. Old Business

There was no Old Business.

4. Consideration of Consent Agenda

Staff Planner Amanda Yamaguchi presented the Consent Agenda.

- A. 19-1251 Approval of Planning Commission meeting minutes of September 12, 2019**
- B. 19-1252 Approval of Planning Commission meeting minutes of September 26, 2019**

Vice Chairperson Whelpley noted no members of the public were present. There were no items to be removed from the Consent Agenda; therefore, he called for a motion.

MOTION: A motion was made by Mark Jones, seconded by Jaylee Klempa.

Move to approve Consent Agenda per Staff recommendation

The motion carried by the following vote:

Aye: 3 - Jaylee Klempa, Mark Jones, Lee Whelpley
Abstain: 1 - Ricky Jones

5. Consideration of Items Removed from Consent Agenda

There were no Items removed from the Consent Agenda; no action was taken or needed.

6. Public Hearings

- A. 19-1211 Public hearing, consideration, and possible action regarding PUD-235B (Planned Unit Development), a minor amendment to PUD-235, Rabbit Run, 27.44 acres, RS-3 (Single-Family Residential)/PUD-235A, located south of the southwest corner of New Orleans Street (101st Street) and Olive Avenue (129th East Avenue)**

Ms. Yamaguchi reported Item 6A, PUD-235B was a minor amendment to the original Rabbit Run PUD-235 which was approved by City Council on April 21, 2015 along with BAZ-1931. She stated a previous amendment, PUD-235A, was approved by the Planning Commission on April 27, 2017. She reported PUD-235B was a request to reduce the side yard setback on Lot 2, Block 8, from 1-foot to 6-inches. She explained during the construction of the home on this property, the brick façade on the side of the structure was not taken into account and caused an encroachment into the side setback. She noted the attached survey showed the encroachment of the brick into the side yard setback on the west side of the property; all other setbacks were met and this was the only modification to the PUD being requested. She stated based on the Comprehensive Plan, location of the property and the surrounding land uses, Staff recommended approval of PUD-235B.

The Applicant, Brad Hoffman, stated his address was 2468 W. New Orleans Street, Broken Arrow, OK. He indicated he was in agreement with Staff recommendations.

Vice Chairperson Whelpley opened the public hearing, noted there were no members of the public present and closed the public hearing.

MOTION: A motion was made by Ricky Jones, seconded by Mark Jones.

Move to approve Item 6A per Staff recommendations

The motion carried by the following vote:

Aye: 4 - Jaylee Klempa, Mark Jones, Ricky Jones, Lee Whelpley

- B. 19-1259 Public Hearing, consideration, and possible action regarding PUD-30D (Planned Unit Development), Johanna Woods, 75.14 acres, PUD-30/RMH to PUD-30D/RMH, one-quarter mile east of 23rd Street (County Line Road), south of Omaha Street (51st Street)**
Senior Planner Brent Murphy reported he received an email from the applicant requesting this Item be continued until the October 24, 2019 Planning Commission Meeting. He explained the applicant was working with the client on some issues.

MOTION: A motion was made by Mark Jones, seconded by Jaylee Klempa.
Move to continue Item 6B until October 24, 2019 per Staff recommendation

The motion carried by the following vote:

Aye: 4 - Jaylee Klempa, Mark Jones, Ricky Jones, Lee Whelpley

7. Appeals

There were no Appeals.

8. General Commission Business

- A. 19-1253 Consideration and possible approval of 2020 Planning Commission meeting schedule**
Ms. Yamaguchi reported the 2020 calendar was approved by the Planning Commission on September 26, 2019; however, Staff became aware although the months and days were correct, the years listed on the schedule were incorrect (2019). She stated corrections were made and the schedule was updated to reflect the proper year (2020). She asked for the Planning Commission to reapprove the 2020 Planning Commission meeting schedule.

MOTION: A motion was made by Jaylee Klempa, seconded by Mark Jones.

Move to approve Item 8A, the revised Planning Commission meeting schedule

The motion carried by the following vote:

Aye: 4 - Jaylee Klempa, Mark Jones, Ricky Jones, Lee Whelpley

- B. 19-1260 Presentation, Review, and Discussion of the status of the GO Plan implementation**
Mr. Brent Murphy reported in October 2016 City Council adopted by Resolution the GO Plan which included 136 miles of trails, bicycle ways, signed routes, shared lane markings, bike lanes, cycle tracks, side paths, and trails. He reported Liberty Trail, the bike trail along the Creek Turnpike, was completed in 2008; this trail connected NSU with the Creek Turnpike Trail and enabled bicyclists to ride to Sand Springs. He stated according to the Go Plan, between 2009 and 2014, there were 815 pedestrian and 363 bicycle accidents reported in the region, most of which occurred on arterial streets. He explained, as part of the GO Plan, instead of having bike routes along the major arterial streets, most bike routes would be routed through neighborhoods connecting residential areas to parks, schools, and commercial nodes. He displayed and discussed maps illustrating the GO Plan bike routes. He reported the Main Street Bike Way project, which went from Washington Street to Kenosha Street, was completed. He indicated this project, which cost approximately \$660,000 dollars was funded with a grant from ODOT along with contributions from the City of Broken Arrow. He stated Phase 1, which would extend from the Creek Turnpike to Ithica Place (North of New Orleans Street) was getting ready to go to bid, while Phase 2, which would run along First Place, would connect Phase 1 with the Main Street Bike Way. He stated until this route was completed, there would be a temporary route through the adjoining neighborhood. He displayed and discussed maps which illustrated Phase 1 and Phase 2.

He reported in 2018 the City of Broken Arrow received a grant for \$1,000 dollars for the installation of 13 bicycle route signs; the City matched this with 14 additional signs, totaling 27 signs, which were installed by the Broken Arrow Street Department. He reported in 2019 the City of Broken Arrow received another grant for \$2,500 dollars for the installation of 33 signs; the City matched this with 33 additional signs, totaling 66 signs, which were installed by the Broken Arrow Street Department. He displayed and discussed a map which illustrated more bike paths. He discussed connectivity of the bike paths throughout the City which would be very extensive. He displayed and discussed pictures of the bike route signs. He noted the bike paths tied into the Rose District. He reported he had noticed more residents on bicycles since the bike route signs had been installed. He stated in summary: the GO Plan identified bicycle routes throughout neighborhoods along local streets; special emphasis was given to routes that connected schools, parks, and other neighborhoods; Main Street Bike Way was completed; with the \$3,500 dollar grant from Pathways to Health and City of Broken Arrow match, 93 bike route signs had been installed; and Phase 1 from the Creek Turnpike to Washington Street would be let for bid soon.

Vice Chairperson Whelpley thanked Mr. Murphy for the presentation.

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

There were no Remarks, Inquiries, or Comments by Planning Commission and Staff.

10. Adjournment

The meeting adjourned at approximately 5:13 p.m.

MOTION: A motion was made by Mark Jones, seconded by Ricky Jones.

Move to adjourn

The motion carried by the following vote:

Aye: **4** - Jaylee Klempa, Mark Jones, Ricky Jones, Lee Whelpley



City of Broken Arrow

Request for Action

File #: 19-1281, **Version:** 1

Broken Arrow City Council
Meeting of: 11-05-2019

Title:

Acceptance of Drainage Advisory Committee meeting minutes of September 30, 2019

Background:

The minutes of the Drainage Advisory Committee meeting held September 30, 2019 were approved by the Drainage Advisory Committee on October 28, 2019.

Cost: \$0

Funding Source: None

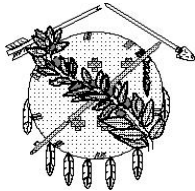
Requested By: Crickett Moore, Executive Assistant

Approved By: City Manager Office

Attachments: Drainage Advisory Committee Minutes

Recommendation:

Accept the minutes of the Drainage Advisory Committee meeting of September 30, 2019.



City of Broken Arrow

City of Broken Arrow

220 S 1st Street

Broken Arrow OK

74012

Minutes Drainage Advisory Committee

Chairperson Mary Ann Colston
Vice Chairperson Lori Hendricks
Member Johnnie Parks
Member Craig Thurmond
Member Donna Wallace

Monday, September 30, 2019

6:00 PM

**Council Chambers
220 S. 1st St.
Broken Arrow, OK 74012**

1. Call to Order

Committee Member Craig Thurmond called the meeting to order at approximately 6:00 p.m.

2. Roll Call

Present: 5 - Mary Ann Colston, Lori Hendricks (arrived at 6:08 p.m.), Johnnie Parks, Craig Thurmond, Donna Wallace

3. Presentations

There were no Presentations.

4. General Committee Business

A. 19-1231 Discussion regarding the Open Meetings Act and Open Records Act

Assistant City Attorney John Bowling reported the Open Meetings Act and Open Records Act applied to public bodies; public bodies worked at public meetings; and members of public bodies needed to be aware of the Open Meetings Act and Open Records Act requirements. He explained the Open Meetings Act required transparency for government actions and required qualified public body meetings to be held at specified times and places which were communicated to the public. He noted the Open Meetings Act aimed to encourage and facilitate an informed citizenry. He reported the Open Meetings Act could apply to any committee or subcommittee and although the Broken Arrow Legal Department did not believe this Advisory Committee was technically considered a public body the Legal Department recommended compliance with the Open Meetings Act and the Open Records Act. He further explained the definition of a public meeting and the restrictions placed upon the members of the Committee through the Open Meetings Act. He noted communicating between Committee Members regarding Committee business through personal discussion or through electronic means was not permitted outside of publicized Committee Meetings. He discussed the penalties of violating the Open Meetings Act.

Mr. Bowling explained the Open Records Act required the City to disclose records created by, received by, under the authority of, or coming into the custody, control or possession of a City Employee or Public Official with certain exemptions. He stated the definition of a record was any document, electronic document, text message, film recording, etc. He noted the only exception was attorney client privilege, but this only applied when and if legal advice was solicited or given. He discussed the penalties of violating the Open Records Act. He discussed the civil liabilities which applied to the Open Records Act.

Committee Member Thurmond stated he understood the Committee Members were not to

communicate with each other via text, telephone or email regarding Committee business. Assistant City Attorney Mr. Bowling concurred; he noted an email string could become a quorum which would violate the Open Meetings Act. Committee Member Thurmond recommended contacting Mr. Bowling or Mr. Kenny Schwab with any Committee business enquiries. Mr. Schwab indicated he would serve as the point of contact for the Drainage Advisory Committee. He noted as there were two City Council Members serving on this Committee it was important for Committee Members to not discuss Committee matters with the other City Council Members. Mr. Bowling indicated he would distribute copies of his discussion regarding the Open Meetings Act and Open Records Act to the Committee Members.

B. 19-1232 Discussion regarding Meeting procedures basics

Assistant City Attorney Mr. Bowling explained Meeting procedure basics including the Agenda, Staff presentations, discussions, motions, seconds, clarifying discussion, votes, proper behavior, abstaining from a vote, and conflicts of interest,

C. 19-1233 Consideration, discussion, and possible nomination of a Chairperson and Vice Chairperson

Discussion ensued regarding who would serve as Chairperson and Vice Chairperson, as well as the duties of the Chairperson and Vice Chairperson, and the qualifications of the Committee Members.

MOTION: A motion was made by Lori Hendricks, seconded by Craig Thurmond.

Move to nominate Mary Ann Colston as Chairperson

The motion carried by the following vote:

Aye: 5 - Mary Ann Colston, Lori Hendricks, Johnnie Parks, Craig Thurmond, Donna Wallace

MOTION: A motion was made by Craig Thurmond, seconded by Johnnie Parks.

Move to nominate Lori Hendricks as Vice Chairperson

The motion carried by the following vote:

Aye: 5 - Mary Ann Colston, Lori Hendricks, Johnnie Parks, Craig Thurmond, Donna Wallace

D. 19-1234 Discussion about duties of the members of the Drainage Advisory Committee

Assistant City Manager of Operations Kenny Schwab reported on July 16, 2019 there was a presentation to City Council concerning the formation of this Committee and City Council directed Staff to develop an Ordinance (No. 3588) regarding the Drainage Advisory Committee which was adopted on August 6, 2019 by City Council. He stated a Drainage Advisory Committee Guidance Manual was developed and provided to the Drainage Advisory Committee Members.

Mr. Schwab reported the Drainage Advisory Committee was formed in response to the 2018 General Obligation Bond package that was approved by Broken Arrow residents on August 28, 2018. He noted there were six different Propositions included in this General Obligation Bond and Proposition 6 was unique as it fell under the State Statute which allowed for a public entity to spend public funds on private property under special circumstances such as when there would be public benefit for the expenditure. He discussed the reasons for creation of the Drainage Advisory Committee. He discussed Proposition 6 of the 2018 General Obligation Bond. He noted Broken Arrow had five main drainage basins identified in Proposition 6: Haikey Creek, Adams Creek, Broken Arrow Creek, Elm Creek and Aspen Creek. He explained funding was prohibited for any potential project not located within one of these five main drainage basins.

Mr. Schwab noted Committee Members were appointed to serve on the Drainage Advisory Committee for four years and this was an unpaid commitment. He indicated if a Committee Member chose to run for public office in the future said Committee Member might be

required to step down from the Drainage Advisory Committee. He noted the Drainage Advisory Committee had the right to adopt rules for the Committee. He stated the Committee was required to hold one regular scheduled meeting per quarter. He discussed the duties of the Drainage Advisory Committee which included developing or recommending potential drainage projects to City Council for Proposition 6 funds, advising the City Council concerning public benefits of potential projects, advising City Council of probable costs of potential projects (he noted City Staff would assist the Committee in this regard), making a written report to City Council no less than once annually, and performing duties as established by the Ordinance or requested by City Council.

Committee Member Parks stated he understood Proposition 6 indicated funds could be spent on property outside of City limits as long as there was benefit to the City. Mr. Schwab explained the difference between Proposition 5 and Proposition 6; Proposition 5 was related to drainage projects on property owned by the City and proposition 6 was related to potential drainage projects on property not owned by the City, but which would be of benefit to the City. He noted Proposition 6 could include a project located outside of City limits if said project was of benefit to the City. Chairperson Colston asked about drainage projects which involved County property. Mr. Schwab responded an easement would need to be dedicated to the City of Broken Arrow by the County. Chairperson Colston noted there were public safety issues caused by road flooding from the Adams Creek watershed and many of the affected roads were County roads. She asked if the Drainage Advisory Committee was to consider these types of projects. Mr. Schwab responded in the affirmative; the purpose of the Committee was to determine if a project should and could be pursued by the City of Broken Arrow.

E. 19-1235 Discussion regarding the recommendation process for the Drainage Advisory Committee

Assistant City Manager of Operations Mr. Kenny Schwab stated when residents reached out to Committee Members regarding potential drainage projects this information should be forwarded to him (Mr. Schwab) for review. He reported Staff had a spreadsheet containing over ninety potential Proposition 6 projects which had come to the attention of the City over the years. He explained in the past the City had no legal ability to pursue these types of projects due to the projects involving privately owned land. He noted not all projects listed on the spreadsheet would meet approval criteria. He discussed the possibility of an application process for potential projects which Staff would review and present to the Committee if Staff determined the project was viable. He explained if Staff did not feel a project was viable the public still had a right to ask for a project to be discussed by the Committee and the Committee had the right to review a potential project regardless of Staff opinions. He discussed the possibility of a future Consent Agenda and noted Committee Members had the right to pull Consent Agenda items for discussion. Committee Member Thurmond stated he believed at this point it was important for the Committee to discuss all projects; no Consent Agenda should be needed. Mr. Schwab agreed.

Committee Member Thurmond noted Item 5 on the Agenda was the Citizens' opportunity to address the Committee. He stated the Committee had no ability to take action on items unless said items were included on the Agenda; therefore, any item brought to the attention of the Committee during the Citizens' opportunity to address the Committee would inevitably be referred to Staff for review and presentation to the Committee on a future Agenda. Vice Chairperson Hendricks asked if removing Citizens' opportunity to address the Committee prevented Citizens from addressing issues included on the Agenda. Committee Member Thurmond responded in the negative. He stated he felt the Citizens' opportunity to address the Committee could be eliminated, as it would be better to require Citizens to go through the application process and have Staff vet potential projects prior to discussion. Committee Member Parks agreed. He noted the Planning Commission did not have a Citizens' opportunity to address the Commission; Citizens were required to bring potential discussion

items to Staff prior to Planning Commission meetings for possible inclusion on the Agenda. Discussion ensued regarding eliminating the Citizens' opportunity to address the Committee and Staff vetting potential projects prior to discussion.

Committee Member Parks asked what would be required to enable the City to conduct work on private property. Mr. Schwab stated the City would be required to obtain an easement. He read Proposition 6: "Proposition 6 is to provide funds for the purpose of drainage improvements to property owned exclusively or in part by said City..." He explained the City could "own property exclusively or in part" through an easement. He explained Proposition 6 provided the opportunity for funding of projects related to channelization, bank stabilization, detention, and clearing of drainage ways in the five drainage basin areas. He noted all storm sewer pipe projects were related to Proposition 5. He stated the bond was for \$5.5 million dollars and City Council already made the first sale of bonds; there was now \$1 million dollars available for Proposition 6. He indicated the projected future bond sale dates were included in the Committee's information packet for consideration. He noted it was up to the Committee to determine how best to spend these funds and make recommendations to City Council in this regard.

Discussion ensued regarding the provided information spreadsheets, bond funds currently available, bond funds available in the future, whether the Committee had the right to distribute the funds throughout the basins as deemed appropriate, named projects being required, unnamed project funds being flexible to reallocation, and no projected bond sales for drainage projects being included in the next sale of bonds.

Committee Member Parks asked to see the list of named projects for Proposition 6. Mr. Schwab explained there were no specific projects named for Proposition 6; however, a certain amount of funds were named to be spent for each basin.

F. 19-1236 Consideration, discussion, and possible approval of future meeting dates and times

Discussion ensued regarding future meeting dates and times, Ordinance requiring quarterly meetings, monthly meetings the first few quarters, and holding the next meeting in October. Discussion ensued regarding a ranking system for potential projects and exercising consistency. Discussion ensued regarding holding meetings on the last Monday of the month at 6:00 p.m. in the Council Chambers.

Vice Chairperson Hendricks asked when information regarding projects would be provided to Committee Members and how much time Committee Members would have to review said information prior to discussion. Mr. Schwab responded he was unsure, but he would do his best to ensure Committee Members had at least a week to review potential projects prior to discussion.

Chairperson Colston asked if she, Vice Chairperson Hendricks and Committee Member Wallace were permitted to visit potential project sites together. Mr. Bowling indicated three Committee Members could visit a potential project site together if said Committee Members did not discuss opinions regarding the potential project. Mr. Schwab stated quorum was four Committee Members; therefore, four Committee Members could not visit a project site together. Committee Member Thurmond noted regardless, Committee Members should not express opinions or make decisions regarding projects outside of Committee Meetings. Committee Member Parks noted as a Council Member no two Council Members would meet to research an agenda item in order to prevent accidental Open Meetings Act violations and to prevent any perception of violation. He stated the perception of possible violation was just as important as actual violation. Mr. Bowling noted when Committee Members went to visit properties most likely the property owners would wish to discuss the potential project. He stated it was important for Committee Members to encourage the property owners to express concerns in the application process and to inform property owners any discussion of the

project needed to be held during the public meeting. He indicated transparency was vital. Chairperson Colston stated group field trips were canceled; Committee Members could visit potential project sites individually to take notes and pictures.

MOTION: A motion was made by Craig Thurmond, seconded by Lori Hendricks.

Move to hold the next Drainage Advisory Committee Meeting on October 28, 2019 at 6:00 p.m.

The motion carried by the following vote:

Aye: 5 - Mary Ann Colston, Lori Hendricks, Johnnie Parks, Craig Thurmond, Donna Wallace

Committee Member Parks asked if the other two Committee Members would be chosen prior to the next Drainage Advisory Committee Meeting. Mr. Schwab responded in the affirmative. He noted he would review the information presented at today's meeting with the new Committee Members.

5. Citizens' Opportunity to Address the Committee

No Citizens wished to address the Committee.

6. Adjournment

The meeting adjourned at approximately 6:49 p.m.

MOTION: A motion was made by Johnnie Parks, seconded by Craig Thurmond.

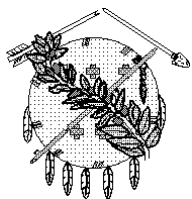
Move to adjourn

The motion carried by the following vote:

Aye: 5 - Mary Ann Colston, Lori Hendricks, Johnnie Parks, Craig Thurmond, Donna Wallace

Mary Ann Colston, Chairperson

Lisa Blackford, Deputy City Clerk



City of Broken Arrow

Request for Action

File #: 19-1324, **Version:** 1

Broken Arrow City Council
Meeting of: 11-05-2019

Title:

Acceptance of Elm Place and New Orleans Advisory Committee meeting minutes of October 3, 2019

Background:

The minutes of the Elm Place and New Orleans Advisory Committee meeting held October 3, 2019 were approved by the Elm Place and New Orleans Advisory Committee on October 29, 2019.

Cost: \$0

Funding Source: None

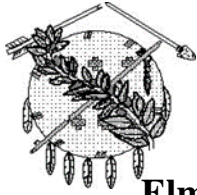
Requested By: Larry R. Curtis, Community Development Director

Approved By: City Manager Office

Attachments: 10.3.19 Elm and New Orleans Advisory Committee Meeting Minutes.docx

Recommendation:

Accept minutes of Elm Place and New Orleans Advisory Committee meeting held October 3, 2019.



City of Broken Arrow

Minutes

City Hall
220 S 1st Street
Broken Arrow OK

Elm Place and New Orleans Small Area Plan - Advisory Committee

Chairperson Roy Wood
Vice Chair Chase Elkins
Member Tatum Adams
Member Jim Beavers
Member Fred Dorrell
Member Karla Dyess
Member Scott Eudey
Member Christi Gillespie
Member Danny Miller
Member Mindy Payne
Member James Ring
Member Lee Whelpley

Thursday, October 3, 2019 6:00 p.m.
Broken Arrow Nazarene Church
401 W. New Orleans St.
Broken Arrow, OK

1) Roll Call

On October 3, 2019 at approximately 6:00 p.m. Chairperson Roy Wood called the meeting to order and roll call was conducted.

Present: James Ring, Danny Miller, Jim Beavers, Roy Wood, Mindy Payne, Lee Whelpley, Chase Elkins, Scott Eudey (came in at 6:30 p.m.)

Absent: Fred Dorrell, Christi Gillespie, Tatum Adams, Karla Dyess, Scott Eudey

Support Staff: Tammy Ewing, Norm Stephens, Larry Curtis, Kenny Schwab, Farhad Daroga, Curtis Green, Diana Reyes, Shea Harrod, Jason Claunch, Tom Cook

2) Approval of September 19, 2019 Meeting Minutes

Chairperson Wood asked if there were any corrections, additions or deletions regarding the September 19, 2019 Meeting Minutes; hearing none, he called for a motion.

MOTION: A motion was made by Jim Beavers, seconded by James Ring.

Move to approve the September 19, 2019 Meeting Minutes

The motion carried by the following vote:

Aye: 7 - James Ring, Danny Miller, Jim Beavers, Roy Wood, Mindy Payne, Lee Whelpley, Chase Elkins

3) Discussion of Other Cities' Revitalization Efforts

Mr. Jason Claunch with Catalyst reported he would review several examples of projects in other cities in which Catalyst had been involved. He reviewed a project on I-40 in Midwest City, Oklahoma; the Midwest City Town Center. He noted in 1990 there were many houses in this location and a military base, a TIF District was formed and the area was revitalized. He displayed and discussed before (2003) and after (2018) pictures of the area. He stated goal objectives were created at the beginning of the project: 1) Revitalize the City and revitalize sales tax revenue, property values and economic stability; 2) Retain and create jobs; 3) Preserve and enhance the tax base; and 4) Create growth. He noted the project was started

in 1999 with a Hospital Authority Grant, in 2000 the Contracts were awarded to the Master Developer, and the planning process was initiated, followed by negotiations with prospective users. He reported in 2002 the City had a Letter of Intent, the TIF was established and the project plan was adopted; in 2003 all agreements were finalized between the new entity and the Hospital Authority. He commented it was a long process. He stated the original development proposal included \$50 million dollars of retail development, but the actual amount was \$109 million dollars in retail development. He stated \$7 million dollars was allocated and spent on public improvements. He discussed how the \$7 million dollars on public improvements was spent. He displayed and discussed a picture of the completed project in 2018.

Chairperson Wood asked if a single developer built all the structures for the project. Mr. Claunch responded in the affirmative; Sooner Investment Realty was the Master Developer for the project. Chairperson Wood asked if the businesses owned or leased the spaces. Mr. Claunch responded some businesses owned and some businesses leased.

Mr. Claunch discussed a redevelopment project in Midwest City, the Sooner Rose Shopping Center. He reported this project area was considered a blighted area in 1999; in 2011 Home Depot became an anchor in the intersection and it was felt there was an opportunity for redevelopment and growth in the area. He reported Phase 1 included the Hospital Trust and an Economic Development Agreement. He noted this was also a Sooner project; Sooner was required to acquire the land, acquire incentives, develop leases, and execute development consistent with the PUD.

Chairperson Wood asked about the Hospital Trust. Mr. Claunch responded the Hospital Trust was Midwest City's development arm. Mr. Larry Curtis explained Midwest City sold the Midwest City Hospital and the proceeds associated with the sale went into the Hospital Trust to be used for economic development.

Mr. Claunch explained the Hospital Trust's responsibilities in the Sooner Rose project which included contributing funds and delivering infrastructure. He noted there were mechanisms in place to allow for public/private financing. He stated the City set some goals in terms of additional restaurants and entertainment venues. He reported Phase 2 of the Sooner Rose project included an additional development agreement and set boundaries for TIF District #2 (TIF District #1 was for Midwest City Town Center). He reviewed the TIF process and noted the development was to have an anchor entertainment venue with surrounding restaurant, retail, office, and mixed use. He discussed TIF #2 and how the funds were estimated and allocated. He noted the first two tenants for the Sooner Rose development were Hobby Lobby and the Academy, followed by Burlington and Warren Theater; Sooner was responsible for negotiating leases. He noted there were many different moving parts involved including City responsibilities, developer responsibilities, and tenant responsibilities. He noted a market study was completed for this project to help estimate the TIF.

Mr. Claunch reviewed several Oklahoma City downtown projects including Project 180 and TIF District #8. He discussed differing funding mechanisms. He discussed the "before" projects were similar to Elm and New Orleans as it was currently with wide streets, narrow sidewalks, lack of landscaping, and lack of continuity. He noted the projects included development of wider sidewalks with safe crosswalks, more landscaping, aesthetic building designs, and green space. He discussed some of the mistakes made with one project: lack of public involvement, lack of existing business involvement, lack of contingencies built into the project, and multiple noncommunicating engineers' involvement. He explained these mistakes caused many problems and slowed down the process; once communication was established, and the engineers were consolidated, the process moved forward. He noted a liaison was enlisted to communicate with the existing businesses, which was extremely helpful. He discussed the similarities between the Oklahoma City downtown projects and the Elm and New Orleans project, such as creative funding mechanisms. He stated prioritizing

projects was important. He stated citizen input was valuable, but it must be balanced with professional consultant input. He stated, in summary, the projects began with a vision, created a plan, created a schedule, created a committee, and funding mechanisms were developed. He stated it was important to “pay as you go” and, if possible, build debt-free, get multiple reviews from different stakeholders, develop a final master plan, and establish timelines.

Mr. Claunch reviewed a project from Texas which was a much smaller scale in a community of approximately 8,800 residents. He noted the community was adjacent to the Fort Worth Alliance Airport which employed 70,000 individuals. He noted Phase 1 was approximately \$7.6 million dollars and most of this went towards 4,000 sq feet of roadway improvements including streetscape, parking lots and creating an urban environment. He noted the challenge in this particular area were the overhead power lines which essentially stymied development potential. He reported Phase 2 was another \$4 million dollars in roadway projects. He stated establishing zoning was very important to ensure in-fill development aligned with the area plan. He noted Broken Arrow Zoning may be inappropriate and too flexible in and around the Elm and New Orleans area. He stated design standards were critical.

He discussed a small scale project for which a city owned the land which was to be developed. He explained the city contributed the real estate for development and created a hybrid TIF; the newly created real estate taxes and sales taxes went to the developer for a number of years to offset the cost to the developer, which enabled the developer to lease the spaces for less, which in turn encouraged businesses to lease in the new development. He stated the project encountered difficulties when one of the tenants failed as a business and as a result the real estate and sales taxes were not coming in at the expected rate.

He discussed a Restaurant Park in Richardson, TX. He noted the area which needed redevelopment was made up of many different parcels of land with many different owners and difficulties were encountered when some of the owners did not wish to move or cooperate with redevelopment. He stated the area did not have a good reputation, but there was a lot of traffic through the area due to development in the surrounding areas. He noted there was no anchor in the area. He noted the goals of this project were not the same as Broken Arrow’s goals with Elm and New Orleans, but the establishment of a project with goals and figuring out how to execute the project within said goals was the same process. He discussed how the Restaurant Park goals were met including the TIF which was already in place for this area, and how the TIF funds were utilized. He discussed the requirements of the developer for this area including creation of a certain amount of retail space and a certain number of jobs before the City would release right-of-way and contribute TIF funds.

Mr. Claunch noted his take away from reviewing these different developments was there was no perfect formula. He indicated Broken Arrow had an opportunity to craft a policy and plan which would be unique to Broken Arrow. He stated all of the projects he reviewed began with a vision and a plan. He noted design guidelines mattered and details mattered. He stated the merchandizing mix (type of tenant) was 50% of the equation, while design was the other 50%. He indicated a good plan would address both development design and merchandizing mix. He noted it was important to understand how to leverage public resources to maximize profit investment. He noted plans inevitably took longer than anticipated and there was no way to mitigate all risk; however, having a good plan with zoning in place, as well as community cooperation, would reduce risk. He noted it was important to understand public limitations: the City could endorse and market Elm and New Orleans and it could offer incentives, but these were the primary tools the City had at its disposal. He stated step one was to establish goals, step two was create a process and timeline with prioritized projects, and step three was to follow the plan.

Chairperson Wood asked how tenants were encouraged to leave in the Restaurant Park project. Mr. Claunch responded the developer had to buy out the tenants in place which was expensive. He stated the City donated land to the developer which balanced out the expense and made the buying out of certain tenants affordable. He discussed the land and existing tenants and prospective tenants associated with this project.

Committee Member Lee Whelpley asked about the TIFs which were established with the two projects in Midwest City. Mr. Claunch stated the TIFs in the Midwest City projects were done through property taxes and business property taxes, not sales tax. Discussion ensued regarding big box businesses, the changing market and the difficulty in finding enough tenants to fill retail spaces without a large big box tenant, grocery still being active and profitable, entertainment and restaurants being big drivers in today's economy, online shopping versus brick and mortar shopping, eclectic environments, new methods of urbanization, open space shopping with kiosks for retailers and restaurants, and bringing in additional mixed residential.

Chairperson Wood asked how politically difficult it was to rezone an area. Mr. Claunch noted every project he previously discussed required rezoning of some type. He noted public education would ease the process; rezoning would create intrinsic value for property owners, not detract value. Committee Member Scott Eudey noted the rezoning for the Elm and New Orleans area would be similar to the rezoning done through the Overlay District, and as long as there was a sensible explanation the public would generally approve (there were always those few who would disapprove). Vice Chair Chase Elkins stated communication was key; zoning classifications were recently updated to add zoning which was not available in the 1980's and as such there were opportunities to make this corridor current through mixed used zoning. Mr. Claunch discussed rezoning done for previous projects he had been involved in and rezoning which had unintended negative consequences.

Vice Chair Elkins thanked Mr. Claunch for his presentation. He noted while the scale of the projects differed, the basic process was the same.

4) Topics and Goals

Community Development Director Larry Curtis reported City Council had certain expectations of the Committee and set standards for the Committee through a very large document. He stated he worked with Chairperson Wood and discussed the need to break the document into sections, to work on each section, and then reassemble the sections into a plan. He suggested breaking the document up as follows: transportation, parks, finance, community development, infrastructure, and public safety. He noted the first section for discussion today would be parks. He asked if the Committee approved of this process. Discussion ensued regarding breaking the document up into sections; there was no objection to Mr. Curtis's suggestion.

Mr. Curtis stated the Committee should decide how the document should be broken down into topics, and when each topic would be discussed, in order to enable the proper staff members to be in attendance during discussion. He reviewed the differing staff members who would participate for each section.

5) Topic No. 1: Parks

Mr. Larry Curtis distributed packets of information including the appropriate segment of the Committee Document, the eight year plan, and associated land uses. He stated the Parks and Recreation Director could not be present for tonight's Meeting; however, he met with him to review the Elm and New Orleans Plan. Mr. Curtis asked Mr. Claunch to discuss active and passive green spaces.

Mr. Claunch stated there were opportunities to connect the regional trail system and connectivity plan. He noted there was a deficiency in terms of parks in the area. He noted

the retention/detention area near the water tower could be improved. He noted there were some places where it was natural to create green spaces within the parks and plazas; however, green spaces would be added as the project unfolded. He discussed the idea of “parklettes,” small green spaces within development, such as restaurant patios and active spaces.

Mr. Curtis explained passive parks, such as Vandever Park, had associated amenities (golf, tennis, playgrounds), but there were no associated activities which required programming. He stated active parks were programmed. He noted Broken Arrow did not have many active parks. He stated Broken Arrow had activity parks such as swimming facility parks, which were managed by staff, but there was no programming associated with this type of park. He explained most active parks (programmed parks) in Broken Arrow involved soccer teams, football teams, and other such sports. He noted none of these types of parks were managed by the City of Broken Arrow. He noted active parks were also spaces which held bandstands and concert events, food truck events, movie nights, etc. He reported green space was desirable, but it was expensive to purchase, build and maintain. He stated all the green space and foliage in the Rose District was maintained by the Broken Arrow Parks Department at great expense.

Mr. Curtis stated tactical urbanism provided an opportunity to hold short activities which would show the public different options for certain spaces. He stated tactical urbanism could be done in the Elm and New Orleans area, potentially early next year. He stated a quarterly rotating event could be planned for this area as well, such as movie night with food trucks, mobile bandstand concerts, etc. He indicated he felt having an active green space with planned events would be of high benefit to the area. He asked for input from the Committee.

Committee Member Beavers asked how a movie night would work in the current space. Mr. Curtis responded the City would work with the business owners to utilize some parking space. He noted it was important to ensure the parking area chosen was safe (without potholes). He stated he believed the various property owners would wish to become involved, especially after the first event or two, and the event could move around the Elm and New Orleans area. Discussion ensued regarding the tactical urbanism event idea. Mr. Curtis noted there would be no cost in land acquisition as the events would be held in existing parking lot space. He discussed a successful tactical urbanism program in Roanoke and noted he felt this type of program would be important for the development of Elm and New Orleans. Committee Member Eudey stated Broken Arrow held these types of events in various locations throughout Broken Arrow and he felt the endeavor would be successful. Discussion ensued regarding who organized the events, event rules and regulations, the City organizing such events in the beginning, commercial partners for the events, community partners, event sponsorships, and Broken Arrow merchant associations.

Mr. Curtis asked the Committee for its thoughts about the Elm and New Orleans space. Chairperson Wood noted there was too much empty parking space and the area looked abandoned even during busy open hours. He stated he hoped to see green space with small “parklettes.” Discussion ensued regarding green spaces breaking up the parking area, parklettes being excellent areas for children to play, the City needing to acquire property for green spaces, encouraging businesses to participate, developing an overlay district for the area which required a certain amount of united green space, and developing a landscape plan for the area.

Mr. Curtis asked if the Committee felt a park space or landscaping was more important. He asked if the Committee felt landscaping was more important in the 2 to 3 year track, 4 to 5 year track, or 8 to 10 year track. Discussion ensued regarding park space versus landscaped green space, park space maintenance cost versus landscaping maintenance cost, and landscaping maintenance being expensive. Committee Member Miller stated he believed landscaping was more important than park space for beautification. Discussion ensued regarding streetscape landscaping, the Kum & Go landscaping being attractive on one corner

of Elm and New Orleans, duplicating this landscaping on the other three corners, the landscaping at the Kum & Go being required by the City, the City not being able to landscape private property, streetscaping and tactical urbanism being within the City's purview, tactical urbanism encouraging businesses to invest in landscaping and beautification, and parking islands.

Mr. Curtis stated it sounded as if the thought was beginning stages of the project should include tactical urbanism and active parks, middle stages should include landscaping and streetscaping, and ending stages should establish a permanent park of some type. Vice Chair Elkins stated streetscaping, tactical urbanism, and finding ways to utilize the existing concrete was important. He discussed Owasso's food truck event which was held monthly and he hoped Broken Arrow could organize a similar event. Mr. Curtis noted City Staff knew how to organize food truck events.

Committee Member Miller asked if utilities would hinder landscaping and streetscaping. Mr. Curtis stated there were many power lines in the area and there were opportunities to bury the power lines or move the power lines to the back of the lots. Committee Member Miller asked if easements could be used for green space around the intersection. Mr. Kenny Schwab responded there were issues with narrow right-of-way space on a couple of the corners. He noted the utilities needed to be addressed to make room for green space. He stated there were 33,000 vehicles which drove through this intersection daily; however, he felt there was room to narrow the roadway to five lanes to create more space for streetscape, landscaping, walkability, and utilities. Discussion ensued regarding burying utility lines, the difficulty in maintaining buried lines, there being plenty of space to move the utility lines behind buildings, rerouting utility lines being more affordable than burying lines, potential State funding available for utility line relocation, moving the power lines in stages, the City having the ability to create more easement space through condemnation for infrastructure purposes, the City not being permitted to condemn space for economic development, and property condemnation being a last resort.

Committee Member Whelpley noted if the utilities lines were moved it would be a "show of faith" that the City was serious about improving this corner and it would encourage the community and businesses to become more involved. Committee Member Eudey agreed and noted the movement of the utility poles and the planting of some landscaping, even just on the corners, would be very encouraging to all involved. Discussion ensued regarding the trees in front of the McDonald's, improving the landscaping in this location, and the Committee outlining priorities. Mr. Curtis stated the timeline and priority list would be developed after the Committee reviewed and discussed each of the sections of the Committee Document. Discussion ensued regarding the utilities and the need to discuss parks before worrying about utilities and infrastructure.

Mr. Farhad Daroga noted the outdoor spaces did not necessarily need to be parks, other types of activities should be considered, such as outdoor eating spaces. He noted "park" was just a word used to describe an outside space. He noted the concrete did not necessarily need to be removed to create a usable attractive outdoor space. Mr. Curtis noted tactical urbanism was not exclusively event planning; tactical urbanism could be simply bringing in potted plants to show the public what a green space would look like in the area. He explained tactical urbanism was simply a demonstration to the public of what could be. Discussion ensued regarding outdoor space options and opportunities in the Elm and New Orleans area, demonstrating connectivity, water features and splash parks, creating "Fountains at Elm," creating a brand and purpose for the area, developing a recognizable name and theme for the area, the possibility of pop-up shops around Christmas time, rotating pop-up shops to encourage revisiting, different locations for pop-up shops, and green spaces located behind the Ace Hardware space and behind the old Applebees.

Committee Member Beavers asked how critical it was for the Committee as an entity to take

some first steps quickly, with organization of a Christmas pop-up event for example, as a show of faith to the public. Mr. Curtis stated City Council wished to see the Committee make recommendations regarding what should be accomplished the first year, second year, third year, etc. Discussion ensued regarding “picking the lowest hanging fruit” first, and progress encouraging the public and business owners alike.

Mr. Curtis stated it was important to have interactions with property owners and business owners. He stated it may be a good idea to create a parks subcommittee.

6) Closing Comments

Chairperson Wood asked for closing comments.

Committee Member Ring stated he approved of reviewing the different topics for the next several meetings to lay a strong foundation.

Discussion ensued regarding the possibility of discussing two topics at the next meeting, distributing a list of the topics, adding topics to the list, blending transportation with public safety for discussion, and not wishing to combine public safety with another topic as public safety was important.

Committee Member Miller stated he agreed with Committee Member Ring.

Committee Member Beavers stated Mr. Claunch brought a large amount of experience to the table. He asked for a glossary of terms and definitions for review. Mr. Curtis stated this could be provided.

Committee Member Eudey stated it would be helpful to understand what taxing opportunities the City had, such as TIFs, including limitations. Mr. Claunch stated he could provide a summary of resources to the Committee Members for review.

Committee Member Mindy Payne asked if the summary of taxing resources could be provided prior to the next meeting for study. Mr. Claunch responded in the affirmative.

Committee Member Whelpley stated he felt creating subcommittees was an excellent idea.

Vice Chair Elkins stated he agreed discussing topics, followed by laying the groundwork, was a workable plan. He stated he felt communicating with business owners and encouraging involvement was extremely important.

Mr. Curtis stated he felt the Committee could ask City Council to support a tactical urbanism project in early spring. Committee Member Eudey stated as a City Councilor he felt it was important to act as soon as possible; not to wait until spring. He stated he could not say for certain, but he believed his co-Councilors would agree. Mr. Schwab recommended focusing on a tactical urbanism project in the winter for Christmas, followed by another event in spring. He stated until funding was established nothing else could actually be accomplished. Mr. Claunch noted any private property owner could sponsor a tactical urbanism type event. Discussion ensued regarding which businesses might sponsor this type of event, where on the property to hold such events, marketing such events, and granting subcommittees the authority to pursue discussions with property and business owners regarding the tactical urbanism events,

Chairperson Wood stated one of the merchants at Elm and New Orleans thanked the Committee for its efforts, but indicated saying the Committee was trying to “fix the problems with the area” sent a negative message to residents and possibly discouraged residents from shopping in the area. He stated going forward it was important to use terms like “improving the situation.”

7) Confirmation of Next Meeting Dates

Chairperson Wood noted October 17, 2019 was not a good date for many Committee Members. He asked about October 24, 2019. Discussion ensued regarding possible meeting dates in October and the importance of meeting again in October. It was decided to hold the next meeting on October 29, 2019 at 6:00 p.m.

MOTION: A motion was made by Chase Elkins, seconded by Mindy Payne.

Move to hold the next Elm and New Orleans Advisory Committee Meeting on October 29, 2019 at 6:00 p.m.

The motion carried by the following vote:

Aye: 8 - James Ring, Danny Miller, Jim Beavers, Roy Wood, Mindy Payne, Lee Whelpley, Chase Elkins, Scott Eudey

8) Adjournment

Chairperson Wood adjourned the meeting at approximately 7:59 p.m.

MOTION: A motion was made by Lee Whelpley, seconded by Jim Beavers.

Move to adjourn

The motion carried by the following vote:

Aye: 8 - James Ring, Danny Miller, Jim Beavers, Roy Wood, Mindy Payne, Lee Whelpley, Chase Elkins, Scott Eudey

Roy Wood, Chairperson

Lisa Blackford, Deputy City Clerk



City of Broken Arrow

Request for Action

File #: 19-1290, **Version:** 1

Broken Arrow City Council

Meeting of: 10/15/2019

Title:

Approval of and authorization to execute Budget Amendment Number 5 for Fiscal Year 2020

Background:

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

Budget Amendment Number 5 is to provide additional funding for the completion of the buildout of Police vehicles budgeted for in Fiscal Year 2019 that were recently received or are still waiting to be received.

Cost: \$95,000.00

Funding Source: Police Public Safety Sales Tax Fund, Fund Balance

Requested By: Cynthia Arnold, Finance Director

Approved By: City Manager Office

Attachments: Budget Amendment Number 5

Recommendation:

Approval of and authorization to execute Budget Amendment Number 5 for Fiscal Year 2020.

Fund 44
BUDGET AMENDMENT #5
FISCAL YEAR 2020
15-Oct-19

Estimated Revenue, Fund Balance or Transfers in

Account Number	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
Fund Balance		5,871,358	(95,000)	5,776,358

\$ 5,871,358 \$ (95,000) \$ 5,776,358

Appropriations

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
044-3001-421.70-02		Motor Vehicles	230,000	95,000	325,000

\$ 230,000 \$ 95,000 \$ 325,000

Explanantion

To amend the budget for upgrades to the Police Vehicle Fleet

Approved by the City Council
Tuesday, October 15, 2019

Attest by City Clerk

Mayor, Craig Thurmand

Curtis Green



City of Broken Arrow

Request for Action

File #: 19-1354, **Version:** 1

Broken Arrow City Council

Meeting of: 11/05/2019

Title:

Approval of and authorization to execute Budget Amendment Number 6 for Fiscal Year 2020

Background:

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

Budget Amendment Number 6 is to provide funding for the signalization at the intersection of Hillside Drive and 23rd Street, Project TS1901. The construction contract was approved by the Council on January 15, 2019. During the budget process this project was inadvertently not included as a Carryover Project for Fund 42 (Streetlight Fund).

Cost: \$310,000.00

Funding Source: Streetlight Fund, Fund Balance

Requested By: Cynthia Arnold, Finance Director

Approved By: City Manager Office

Attachments: Budget Amendment Number 6

Recommendation:

Approval of and authorization to execute Budget Amendment Number 6 for Fiscal Year 2020.

Fund 42
BUDGET AMENDMENT #6
FISCAL YEAR 2020
5-Nov-19

Estimated Revenue, Fund Balance or Transfers in

Account Number	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
Fund Balance		508,458	(310,000)	198,458

\$ 508,458 \$ (310,000) \$ 198,458

Appropriations

Account Number	Project	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
042-5310-437.70-17	TS1901	23rd & Hillside Dr Signals	0	310,000	310,000

\$ - \$ 310,000 \$ 310,000

Explanantion

To provide funding for the signalization at the intersection of Hillside Drive and 23rd Street, Project TS1901. During the budget process this project was inadvertently not included as a Carryover Project for Fund 42 (Streetlight Fund).

Approved by the City Council
Tuesday, November 5, 2019

Attest by City Clerk

Mayor, Craig Thurmand

Curtis Green



City of Broken Arrow

Request for Action

File #: 19-1315, **Version:** 1

Broken Arrow City Council
Meeting of: 11-05-2019

Title:

Approval of and authorization to execute the Office of Attorney General 2020 Safe Oklahoma Grant Program Contract for fiscal year 2019-2020

Background:

The City has been awarded Thirty Thousand Dollars and no cents (\$30,000.00) by the Office of Attorney General for the 2020 Safe Oklahoma Grant Program. The funds will be utilized for overtime policing in high crime areas. The terms of use for the funds are more fully described in this contract.

Cost: \$30,000.00 (grant funded)

Funding Source: N/A

Requested By: Brandon C. Berryhill, Chief of Police

Approved By: City Manager's Office

Attachments: Safe Oklahoma 2019-2020 Grant Award

Recommendation:

Approve and authorize execution of the Office of Attorney General 2020 Safe Oklahoma Grant Program Contract



THE OFFICE OF ATTORNEY GENERAL
2020 SAFE OKLAHOMA GRANT PROGRAM CONTRACT

This agreement is made between the Office of Attorney General (OAG) and the City of Broken Arrow (Recipient). OAG agrees to provide funding to Recipient for the purposes provided in Appendix A of this contract and in accordance with the terms and conditions provided in this contract. Recipient agrees to carry out the purposes for funding provided in Appendix A timely and in good faith and to abide by all terms and conditions of this contract.

1. **AMOUNT AND PURPOSE OF FUNDS**

- a. OAG is providing \$30,000.00 to Recipient for the use of overtime funds to target violent crime. The terms of use for the funds are more fully described in Appendix A.

2. **AVAILABILITY OF FUNDS**

- a. Payment pursuant to this contract is to be made only from monies appropriated to the Office of Attorney General (OAG) by the Oklahoma Legislature for the Safe Oklahoma Grant Program established in Title 74, Section 20k of Oklahoma Statutes. Notwithstanding any other provisions, payments to the Recipient by OAG are contingent upon sufficient appropriations being made by the Oklahoma Legislature. We may terminate our obligation under this contract if sufficient appropriations are not made available by the Legislature. OAG may take any action necessary in accord with such determination.

3. **TERM OF CONTRACT**

- a. The term of this contract shall expire twelve (12) months from **the date of receipt of funds** unless otherwise agreed in Appendix A or an extension is granted by OAG in writing. The date of receipt of funds by Recipient shall be used as a time reference date for purposes of reporting.
- b. If the funds are not fully spent by the expiration of this contract, Recipient shall return all unencumbered funds to OAG, unless an extension is granted by OAG in writing.

4. MODIFICATION AMENDMENT

- a. This contract is subject to such modification as may be required by law or regulation. Any such modification may be done unilaterally by OAG.
- b. Revisions to the contract and any attachment in Appendix A, which is part of this contract, must be approved in writing in advance by OAG.
- c. A waiver by OAG to any provision in this contract must be signed and in writing by OAG.

5. OAG PERFORMANCE

- a. In accordance with the terms of this contract, the OAG will provide funding for the project up to the total amount detailed in Appendix A. **Funding will be dispersed only upon receipt of an invoice received by OAG from Recipient for the full amount of the awarded funds.**

6. RECIPIENT PERFORMANCE

- a. Recipient agrees to perform those duties, obligations and representations contained in this contract and Appendix A, and to be bound by the provisions of this contract and Appendix A, and all amendments thereto, which were submitted to OAG.
- b. In no event shall any subcontract or subcontractor of the Recipient incur obligation on the part of OAG or beyond the terms of Appendix A of this contract.
- c. Recipient shall commence implementation of the project described in Appendix A within sixty (60) days from the date of receipt of funds unless otherwise agreed to in Appendix A or in writing by OAG.
- d. Recipient agrees to cooperate with, and provide information to, any third-party evaluator for the purpose of tracking results of the Safe Oklahoma Grant Program.

7. FUNDING TO RECIPIENT

- a. Funds made available shall be used only for the purposes and expenses approved by OAG under this contract. These funds are distributed to Recipient who shall be responsible for the payment of all expenses incurred by Recipient in performing under this contract. **The funds provided to the Recipient shall be expended only for expenses incurred during the term of this contract as specified in Appendix A and shall not be expended for expenses incurred prior to, or after, the term of this contract.**
- b. Funds made available to Recipient under this grant shall be used to supplement, and not supplant, other funds expended to carry out activities of the Recipient.

8. EMPLOYEE BENEFITS

- a. Recipient has full responsibility for the payment of Workers' Compensation insurance, unemployment insurance, social security, State and federal income tax, salaries, benefits, and any other obligations required by law for its employees.
- b. The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. OAG shall not be responsible for the acts and omissions to act of Recipient or any of Recipient's subcontractors or vendors.

9. CERTIFICATIONS BY RECIPIENT

- a. Recipient expressly agrees to be solely responsible to ensure that the use of monies received under this contract complies with all federal, State and local statutes, regulations and other legal authority, including any laws relating to nondiscrimination, equal opportunity, and labor standards.

10. NO-CONFLICT COVENANT

- a. Recipient covenants that no officers or employees of recipient have any interest, direct or indirect, and that none shall acquire any such interest during their tenure that would conflict with the full and complete execution of this contract. Recipient further covenants that no employee of OAG received anything of value in connection to this contract.

11. NON-COLLUSION

- a. OAG and Recipient certify that neither has been a party to any collusion among applicants to the Safe Oklahoma Grant Program, collusion with any state official or employee in the awarding of this grant, or in any discussions with any applicants or state officials concerning the exchange of anything of value for special consideration in awarding this grant.
- b. Recipient has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, directly or indirectly, in the procuring of this contract.
- c. No person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma will be employed to fulfill any of the services provided for under this contract.

12. PUBLICATIONS AND OTHER MATERIALS

- a. Any material produced in whole or in part as a result of this contract may be subject to the Open Records Act of Oklahoma. OAG shall have authority to publish,

disclose, distribute and otherwise use any reports, data or other materials prepared under this contract.

13. PROCUREMENT

- a. Recipient agrees and is responsible for ensuring that procurement, management, and disposition of property acquired with contract funds shall be governed by any applicable federal and State laws, including any competitive bidding requirements and requirements for the accounting of public funds.

14. RECORDS, REPORTS, DOCUMENTATION

- a. Recipient shall provide a report every three (3) months to OAG of funds dispersed during the term of this contract and a report detailing the progress of the project. The reporting period shall commence on the date of the receipt of funds. Reports shall be due within two (2) weeks of the end of the reporting period. The reports shall include, but not be limited to, the following information:
 - i. A detailed itemization of the funds spent during the three (3) month reporting period (including the attachment of supporting financial documents to the report);
 - ii. An explanation of what was funded under item i. above;
 - iii. The remaining balance of the funds provided under this contract;
 - iv. An explanation of measurement and evaluation tools used to track progress and results;
 - v. An explanation of any observed change in violent crime rates or trends as a result of this project; and
 - vi. A brief narrative of the results, successes, and other observations from this reporting period.
- b. The Recipient shall maintain records and accounts, including property, personnel, and financial records that properly account for all project funds. Recipient shall make these records available to OAG upon request.
- c. Recipient shall keep and maintain appropriate books and records reflecting the services performed and costs and expenses incurred in connection with its performance of this contract for a period of five (5) years from the ending date of this contract. Upon reasonable notice, OAG, the State Auditor's Office, the State Purchasing Director, or their representatives, shall be entitled to access any books, records, and other documents and items directly pertaining to the project funds for purpose of audit and examination, at Recipient's premises during normal business hours. In the event any audit, litigation, or other action involving these pertinent records is started before the end of the five (5) year period, the Recipient agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later.

- d. Recipient shall provide any status updates during the term of this contract to OAG upon request.

15. CLOSING OUT OF CONTRACT

- a. Recipient shall promptly return to OAG any funds received under this contract that are not expended for the agreed purposes under this contract in Appendix A.
- b. Recipient shall submit any closeout documents showing proof of completion of the terms of this contract to OAG.
- c. Recipient agrees to provide any additional information required by OAG after the expiration of this contract for the purpose of showing completion and results of the project.

16. INTERPRETATION, REMEDIES, VENUE, CHOICE OF LAW

- a. This contract shall be construed and interpreted pursuant to Oklahoma law.
- b. Venue for any disagreement or cause of action arising under this contract shall be Oklahoma County, Oklahoma.

17. TERMINATION OR SUSPENSION

- a. This contract may be terminated or suspended in whole or in part at any time by written agreement of the parties.
- b. This contract may be terminated or suspended by OAG in whole or in part, for cause, after notice and an opportunity for Recipient to present reasons why such action should not be taken. Grounds for cause include, but are not limited to:
 - i. Recipient fails to commence implementation of the terms of this contract within 60 days or as otherwise agreed in writing or in Appendix A.
 - ii. Recipient fails to comply with the terms of this contract or with any applicable laws or regulations or is unduly dilatory in executing its commitments under this contract.
 - iii. Purposes for the funds have not been or will not be fulfilled or would be illegal to carry out.
 - iv. The Recipient has submitted incorrect or incomplete documentation pertaining to this contract.

- c. In the event of termination or suspension, Recipient shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination or suspension.

18. SEVERABILITY

- a. If any provision of this contract is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract that can be given effect.


19. POINT OF CONTACT

- a. Correspondence and contact to the OAG shall be made through the primary and secondary contact persons listed below:

Primary Contact Name: Marie Schuble
Title: Assistant Attorney General
Phone Number: (405) 522-2887
Email: marie.schuble@oag.ok.gov


Secondary Contact Name: Lori Carter
Title: Director of Legislative Affairs
Phone Number: (405) 522-4744
Email: lori.carter@oag.ok.gov

Agreed to the _____ day of _____, 2019.

X 

Brandon Berryhill
Police Chief, Broken Arrow Police Department

APPROVED AS TO FORM:


Deputy City Attorney

X _____

Michael L. Spurgeon
City Manager, City of Broken Arrow

X _____

Dawn Cash
First Assistant Attorney General, Oklahoma Office of Attorney General

APPENDIX A – Purposes of Funding

City of Broken Arrow Police Department

Appendix A must include a copy of the Recipient's itemized budget for the project with of all items/labor/services to be purchased with funds, and provide descriptions and overviews of the activities planned. These documents are attached to this contract and incorporated into the terms and requirements of this contract.

Funding is provided solely for the purposes in Appendix A and shall be spent solely on items in Appendix A.

Funds awarded: \$30,000.00

Purpose: Overtime to target violent crime

(Please attached an itemized budget as described above)

SAFE OKLAHOMA GRANT PROGRAM

The City of Broken Arrow has received a total allocation of \$30,000.00 for an anti-violent crime police and code enforcement program. This year's grant funding will pay for overtime for police officers, a designated code enforcement employee, and a designated fire marshal. The funds will allow our city to enhance its efforts to combat violent crime by using proactive patrols, hot spot policing, and code enforcement practices in our known high crime areas. This award will fund the program through June 2020.

Operation Safe Streets

Within 90 days of grant acceptance, officers will begin working in the established target areas. Last year, we utilized Safe Oklahoma Grant Program funds to run "Operation Safe Streets" in an attempt to decrease the crime in the areas where we have violent crime activities occur repeatedly. Our intent is to continue these enforcement activities in these areas, as well as to add areas where we have seen a high volume of violent criminal activity. The hot spot locations where we intend to run our saturation patrols include the hotel corridor area of 51st to 71st between Aspen & County Line, while adding the Rose District, the Hillside corridor, the 71st & Garnett area, and the 121st & Elm Pl. area. All of these locations include hotels, large shopping areas, and multiple apartment complexes, and have easy access to State Highway 51 and State Highway 364, which both connect our city to Tulsa.

The operation shift hours will be staggered based on community interaction levels and participation rates by officers. Police officers, a designated fire marshal, and a code enforcement officer will work in hot spot areas. Each overtime shift will include several patrol officers—some in marked units, some in unmarked units—and a supervisor. It is our goal to reduce violent crime by making our presence known through saturation patrol operations. We will keep activity sheets to monitor the activities of each officer as well as provide overtime sheets as documentation of time worked. It is our goal to have a minimum of two contacts per hour per officer, with operations running about five hours each.

Within 45 days of the grant acceptance, a meeting will be held with establishment owners and stakeholders. The meeting will be held in order to advise the business owners and proprietors on the current problem areas and on our plan to counteract the issues we are having. Community cooperation and interaction is an important part of our strategic plan.

A description of the cost for the overtime officer, code enforcement, and fire marshal program is listed below. The cost of the officers, code enforcement officials, and fire marshals will be recorded and tracked by the City's human resources management system. Payroll tracking will include the use of an overtime code which will be established for the exclusive use of the program.

Salary & Wages (based on average rate as of January 2019)

Operation Safe Streets Overtime Program

We will utilize approximately 500 total overtime hours at an average pay of \$60.00 an hour for this operation. We will not exceed the total of \$30,000.00 during this overtime program.

Budget Narrative

Proposed Budget

Overtime	<u>\$30,000.00</u>
Total	<u>\$30,000.00</u>

We intend to use Safe Oklahoma Grant Program funds in the following program areas:

- (1) Personnel/Overtime – Due to budget constraints, we have very limited use of overtime to address problem areas. We propose to use funding for overtime to implement Operation Safe Streets to combat violent crime.

Overtime	<u>\$ 30,000.00</u>
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**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: OFFICE OF THE ATTORNEY GENERAL

Agency Number: 049

Solicitation or Purchase Order #: N/A

Supplier Legal Name: City of Broken Arrow

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☒ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Michael Spurgeon
Printed Name

City Manager
Title

(918) 259-8419
Phone Number

mspurgeon@brokenarrowok.gov
Email

(918) 259-8226
Fax Number



Supplier Contract Certification

Solicitation or Purchase Order #: N/A

Supplier name: City of Broken Arrow

Address: PO Box 610

City: Broken Arrow

State: OK

Zip Code: 74013

Email address: mspurgeon@brokenarrowok.gov

A. In accordance with 74 O.S. § 85.42, the supplier named herein certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

B. In accordance with 74 O.S. § 85.41, if this contract is for professional services as defined in 74 O.S. § 85.2, and if the final product is a written proposal, report, or study, the supplier named herein further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

Supplier Authorized Representative Signature

Date

Michael Spurgeon

City Manager

Supplier Authorized Representative Printed Name

Title



City of Broken Arrow

Request for Action

File #: 19-1334, **Version:** 1

Broken Arrow City Council
Meeting of: 11-05-2019

Title:

Approval to declare certain City owned vehicles and equipment as surplus and authorize the sale of those items by an on-line public auction

Background:

The equipment on the attached list has outlived its usefulness to the City, either through age, use, or obsolescence. The list of surplus items has been circulated to all departments to see if any of the items could be repurposed elsewhere. An on-line auction will be held following Council approval to dispose of the surplus items. It is anticipated that the auction will be advertised and ready for bidding by the first week in December 2019.

The estimated combined value of items to be sold is in excess of \$15,000.00. Staff recommends that the City Council declare all items on the attached list as surplus and authorize the sale of those items by public auction. State Statute allows disposal through an on-line auction. This process has been utilized for several years and Staff has found it to be very successful. Proceeds from the sale of surplus items will be deposited into the General and BAMA Funds depending on the sold items source funding.

Cost: Approximately \$350 for advertising in paper of local circulation. Cost associated with using auction site is added to the price of the item sold.

Funding Source: Not applicable

Requested By: Lee Zirk, General Services Director

Approved By: City Manager's Office

Attachments: List of surplus items

Recommendation:

Declare listed items surplus and approve their sale through an on-line auction.

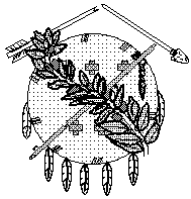
OCTOBER 2019 AUCTION LIST									
Asset	Unit #	Equip. #	Tag #	VIN#	Odometer	Department	Description	Notes	Out of service date
						Legal Department	desk	Obsolete	4/22/2019
						Legal Department	book case	Obsolete	4/22/2019
						Legal Department	end table	Obsolete	4/22/2019
						Legal Department	lamp	Obsolete	4/22/2019
						Legal Department	blue chair	Obsolete	4/22/2019
						Legal Department	round table	Obsolete	7/11/2019
						Legal Department	conference room table	Obsolete	8/26/2019
						Human Resources	cubicle furniture, (2) office chairs, (1) rug	Obsolete	5/6/2019
						Finance Department	cubicles and office supplies	Obsolete	5/16/2019
						Finance Department	office desk	Obsolete	6/13/2019
						Finance Department	wood doors for office	Obsolete	6/13/2019
						City Hall	glass display- from one stop	Obsolete	6/4/2019
						City Hall	glass display- outside chambers	Obsolete	6/4/2019
						Convention & Visitors Bureau	(2) small file cabinets for office desk units, (2) vacuum sweeper	Obsolete	5/31/2019
						Community Development	burgundy/black chair (handles broken & seat torn)	Obsolete	7/11/2019
						Community Development	(3) blue/black chair	Obsolete	7/11/2019
			02658			Community Development	file cabinet	Obsolete	7/10/2019
			02659			Community Development	file cabinet	Obsolete	7/10/2019
			02900			Community Development	file cabinet	Obsolete	7/10/2019
						Community Development	cubicle panels and miscellaneous items	Obsolete	7/30/2019
						Community Development	(3) file cabinets, (1) desk	Obsolete	8/5/2019
						Community Development	file cabinet	Obsolete	8/29/2019
						Community Development	(2) desk	Obsolete	8/29/2019
						Engineering Department	(8) file cabinets	Obsolete	5/1/2019
						Engineering Department	file cabinet -2 drawer	Obsolete	5/1/2019
			02237			Engineering Department	brown filing cabinet	Obsolete	8/12/2019
			02142			Engineering Department	brown 4 drawer filing cabinet	Obsolete	8/12/2019
			02234			Engineering Department	brown 4 drawer filing cabinet	Obsolete	8/12/2019
			02236			Engineering & Construction	brown 4 drawer filing cabinet	Obsolete	8/12/2019
			07963			Engineering & Construction	graphics scanner	Obsolete	
						Engineering/Stormwater	(2) sony digital mivica camera	Obsolete	5/6/2019
						Engineering/Stormwater	hp officejet 7610 printer	Obsolete	5/6/2019
						Engineering/Stormwater	sony handycam camera recorder	Obsolete	5/6/2019
						General Services	(2) office chairs	Obsolete	5/9/2019
						General Services	(2) picnic tables	Obsolete	9/23/2019
00004550	0626	1531	3-59368	1FDWW36Y66EC94521	104,892	Building Maintenance	Ford F350 work truck	Replaced	6/24/2019
						Fleet Maintenance	i.i.f. model 5650 halogen leak detector	Obsolete	7/9/2018
						Fleet Maintenance	ote monitor 2000 diag tool w/profile	Obsolete	7/9/2018
NA	0921	01817		L10-15-2007-00010		Fleet Maintenance	air compressor	Obsolete/ Compressor weak on CFM	4/12/2019

Asset	Unit #	Equip. #	Tag #	VIN#	Odometer	Department	Description	Notes	Out of service date
00005367	01780	08102		5819597	1,464	Cemetery Department	grasshopper 72 inch riding mower	Surplused and replaced by new mower	7/17/2019
00004904	0727	01622	3-61424	2FZHAWD07AX11754	217,211	Sanitation Department	2007 sterling truck with mcneilus packer	Obsolete/ Engine EGR cooler and valve. Tachometer and speedometer inoperative. Transmission does not shift properly	7/29/2019
00005225	0826	01725	3-66160	2FZHAWBS98AZ88366	186,466	Sanitation Department	2008 freightliner lt8500 with mcneilus packer	Surplus/ Replaced by new sanitation truck	6/7/2019
						Police Department	magic chef refrigerator	Obsolete	5/30/2019
						Police Department	ingersol rand compressor	Obsolete	5/30/2019
						Police Department	(9) office chairs, (3) tv monitors, (2) foodtray stands	Obsolete	7/31/2019
						Police Department	(70) office style chairs, (3) filing cabinets (1) office table, (1) tv, (1) police light bar	Obsolete	7/30/2019
							(1)k&k , (1)crolema, (1)exercise bike, (1)pushmower, (1)compressor, (4)metal filing cabinets, (1)wooden filing cabinet, (1)computer monitor, (1)projector, (1)computer pc	Obsolete	7/31/2019
						Police Department	(4) metal file cabinets (1) solvent tank	Obsolete	7/31/2019
0004507	0589	01499	3-59362	2FAFP71W55X176266	102,838	Police Department	2005 ford crown victoria	Obsolete/ Vehicle substaained flood damage	6/7/2019
0004572	0637	01545	3-60720	1FMPU15516LA73409	99,154	Police Department	2006 ford expedition suv	Obsolete/ Transmission needs replacement	9/5/2019
0004898	0748	01631	3-61421	2FAFP71W47X145657	135,052	Police Department	2007 ford crown victoria	Obsolete/ Vehicle was involved in an accident	4/1/2019
00005250	0837	01745	3-66172	2FAHP71V68X163076	126,439	Police Department	2008 ford crown victoria	Obsolete/ Vehicle was involved in an accident	6/21/2019
00005252	0839	01747	3-66165	2FAHP71V98X163069	147,678	Police Department	2008 ford crown victoria	Obsolete/ Transmission needs replacement	8/8/2019
00006094	1310	02103	CT 21305	1GNLC2E08DR189725	126,852	Police Department	2013 chevrolet tahoe	Obsolete/ Engine damage	8/27/2019
00004616	0004	01557	CT 13452	JT8BH28FYD180926	91,321	Police Department	2000 lexus ls400	No use	10/28/2019
00005629	0383	01879	CT 20328	1FAFP42X83F43113	72,716	Police Department	2003 ford mustang gt	No use	10/28/2019
N/A	0384	02706	N/A	1FAFP42X23F444110	130,228	Police Department	2003 ford mustang	No use	10/28/2019
00005565	06122	01865	CT 3466	1GNDDT13S1G2338782	126,106	Police Department	2006 chevrolet trailblazer	No use	10/28/2019
00007941	0649	01567	3-61385	1FAFP53U36A253825	83,643	Police Department	2006 ford taurus	No use	10/28/2019
00002855			05793			Fire Department	machine, 9001 cns medical blood pressure machine	Obsolete	10/15/2019
00005257			08470			Fire Department	system, ogst cfp-15*oxygen cylinder filling	Obsolete	10/15/2019
00003109			06099	050839038		Fire Department	cot, ez-pro 2 model 6091	Obsolete	10/23/2019
00003642			06996			Fire Department	charger, battery support system 2 for cardiac monitor	Obsolete	10/15/2019
0007190	1850	02761	CT 36944	1GC1KUEG7JF220164	10,340	Fire Department	2018 chevrolet silverado	Obsolete/ Accident damage	2/26/2019
00004275	0407	01378	3-57736	2G1WE52E949266720	146,128	Fire Department	2004 chevrolet impala	Obsolete/ Engine overheated and has coolant leaking from cylinder heads	5/16/2019
00003518	0168	01163		168371	2,778	Street/Stormwater Department	2001 ingersoll rand dd-30 asphalt roller	Replaced by new unit	8/27/2019
00003729	0212	01248	3-53940	3GBKC3G1G12M116823	105,574	Street/Stormwater Department	2002 chevrolet silverado 3500 2wd	Replaced by new unit	8/2/2019
00004205	07540	03116 / 03116A / 03116B		K7864		Street/Stormwater Department	2003 transtex ch220m thermoplastic stripper	Surplused for no use	8/8/2019
00004283	0423	01396	3-57720	1GTEC14V34Z298456	109,195	Street/Stormwater Department	2004 gmc sierra 1500 2wd	Obsolete/Accident damage	7/30/2019
00005788	1115	01943	CT16900	1FHVC3BSXBHBB1155	130,165	Street/Stormwater Department	2011 freightliner m2106 with davis 15 foot dump bed	Requires major engine repairs	9/5/2019
00005900	1202	02010		2435.00		Street/Stormwater Department	2012 bonnell bv1450-cs sander spreader	Surplused with truck	9/9/2019
006292	1389	02220		SC18629		Street/Stormwater Department	2013 warren ac2400 sander spreader	Surplused with truck	9/9/2019
00002192	9602	00734		DW624GB555047	8069 hours	Street/Stormwater Department	1996 john deere wheeled loader	Major engine repairs and transmission does not shift	8/5/2019
Asset	Unit #	Equip. #	Tag #	VIN#	Odometer	Department	Description	Notes	Out of service date

00004385	0450	01441		12-04220		Street/Stormwater Department	2004 brush hog 5foot mower sm60	Replaced with new unit	8/9/2019
00002674	9904	00950	3-47007	1HTSCABM7M660928	99,591	Street/Stormwater Department	1999 international 25,5000 gvw with knapheid body	Obsolete	4/15/2019
00004199	0402	1351		1HTWHAAR84018786	145,896	Street/Stormwater Department	2004 international 4900 with krysteel dump body	Major engine repairs	9/23/2019
00002997	9964	01018		M82050524	2,629	Street/Stormwater Department	1999 kubota m8200d tractor	Major engine repairs	8/29/2019
						Traffic Signal Department	(9) 3-section signal heads & (1) 5-section signal head	Obsolete	6/18/2019
				BSF113030017		Parks & Recreation	everest refrigeration model esf1	Obsolete	6/13/2019
						Parks & Recreation	hp laser jet ep1525 nw color printer	Obsolete	5/7/2019
						Parks & Recreation	office computer desk	Obsolete	6/13/2019
00003706	0318	1262	3-54774	1FAFP53U13J171875	99,379	Parks & Recreation	2003 ford taurus	No use/wiring problems	1/26/2018
						Meter Department	u-shaped desk	Obsolete	6/14/2019
						Meter Department	single desk	Obsolete	6/14/2019
						Water Utilities	(1) desk hutch, (1) 12" shelf w/brackets, (1) desk tray	Obsolete	5/6/2019
00003434	0165	01153	3-51599	1B7HC16Y51S351439	203,206	Water Utilities	2001 dodge ram 1500 2wd	Engine PCM	8/22/2019
00004571	0630	01536	3-60717	1HTWHAAR860371788	128,244	Water Utilities	2006international 7400 with oxbox dump bed	PTO & dump cylinder leakage	8/8/2019
	Gen SCLS	02031		H110236921	93	Water Utilities	2011 cummins ggbp 7587835 generator 40kw	Surplused by department	3/30/2017
	Gen FLS	02027		GH110235663	108	Water Utilities	2011 cummins 7587861dafae generator	Surplused by department	7/29/2017
00003576	0201	01181	3-52170	1HTSHAAR72H537881	6,802	Water Utilities	2002 international 4900 with sewer jet	Sewer jet pump needs major repairs	8/15/2019
00000682	232	00278		32415	1,244	Water Utilities	1986 kubota g5200 riding mower	Surplused by department	8/15/2019
00000689-0000			03757			Water Utilities	trailer, enclosed parts, shop built	Obsolete	5/20/2019
	1518			T42512066314		Water Utilities	weed enter echo	Obsolete	6/14/2019
	1075					Water Utilities	sihl rescue saw	Obsolete	9/12/2019
00005209	0846		08423	1FUJCS3CV48HZ83277		Waste Water Treatment Plant	2008 freightliner ms 112	Obsolete	10/22/20019
00000675			00967	29293		Waste Water Treatment Plant	interface, rosemount model 268	Outdated	10/24/2019
						Water Reclamation (Sewer)	smith loveless 25 hp motor (96x7015-a)	Obsolete	8/5/2019
						Water Reclamation (Sewer)	smith loveless 25 hp motor (96x7015-a-1)	Obsolete	8/5/2019
						Water Reclamation (Sewer)	smith loveless 25 hp motor (96x7015-a-3)	Obsolete	8/5/2019
				A1505072077		Water Reclamation (Sewer)	bladon 100hp motor, needs rewind and bearings	Obsolete	8/6/2019
				T 10 7539111-0012 M 0001		Water Reclamation (Sewer)	us motor 40 hp	Obsolete	8/6/2019
				C10 01045844-019R		Water Reclamation (Sewer)	u.s. electrical motor 50 hp (grey)	Obsolete	8/5/2019
				H0103025945-GT-01		Water Reclamation (Sewer)	us motor 40 hp	Obsolete	8/7/2019
				CO4-R084A-M		Water Reclamation (Sewer)	u.s. electrical motor 50 hp (grey)	Obsolete	8/5/2019
				324149		Water Reclamation (Sewer)	3 hp motor, smith loveless	Obsolete	8/5/2019
00696				451108		Water Reclamation (Sewer)	3 hp motor, smith loveless	Obsolete	8/5/2019
				10AG005 B580895		Water Reclamation (Sewer)	weg motor, 50hp	Obsolete	8/5/2019
				21SE705 BT337753		Water Reclamation (Sewer)	weg motor, 50hp	Obsolete	8/5/2019
				KJ11031273		Water Reclamation (Sewer)	7.5 hp motor, smith loveless	Obsolete	8/5/2019
				B10H639 A-M		Water Reclamation (Sewer)	us motor 60 hp	Obsolete	8/6/2019
				10018073E404T		Water Reclamation (Sewer)	weg 100 hp motor	Obsolete	8/6/2019
				51394715		Water Reclamation (Sewer)	siemens-allis 50 hp motor	Obsolete	8/6/2019
						Water Reclamation (Sewer)	omni transfer switch	Obsolete	8/6/2019
				6110228624		Water Reclamation (Sewer)	cummins transfer switch model# 0tpca 758755	Obsolete	8/7/2019
Asset	Unit #	Equip. #	Tag #	VIN#	Odometer	Department	Description	Notes	Out of service date
				AI-429432		Water Reclamation (Sewer)	life control panel	Obsolete	8/7/2019

1014, 1015, 1016				32415		Water Reclamation (Sewer)	breaker box	Obsolete	8/6/2019
				F110228347		Water Reclamation (Sewer)	old timberbrook lift station	Obsolete	8/15/2019
	0796			K840739955		Water Reclamation (Sewer)	cummins transfer switch	Obsolete	8/7/2019
				KX434114		Water Reclamation (Sewer)	onan diesel 125kw 3 phase generator	Obsolete	8/13/2019
						Water Reclamation (Sewer)	smith loveless 5hp motor	Obsolete	8/6/2019
						Water Reclamation (Sewer)	davco control panel	Obsolete	8/7/2019
				06-21367-LE		Water Reclamation (Sewer)	gorman-rupp control panel	Obsolete	8/7/2019
				R15-0149		Water Reclamation (Sewer)	lift station control panel	Obsolete	8/5/2019
				101397, 101398, 101398		Water Reclamation (Sewer)	old grey oaks lift station	Obsolete	8/13/2019
				834443B-5 & 834443B-6		Water Reclamation (Sewer)	old ridgeway heights lift station	Obsolete	8/13/2019
				2117290		Water Reclamation (Sewer)	kohler gas 81kw 3 phase generator	Obsolete	8/13/2019
				H110235663		Water Reclamation (Sewer)	cummins 80kw, 3 phase diesel generator	Obsolete	8/13/2019
				H110236921		Water Reclamation (Sewer)	cummins 40kw, 3 phase natural gas generator	Obsolete	8/13/2019
				G110228612		Water Reclamation (Sewer)	cummins transfer switch	Obsolete	8/15/2019
				C831891/1		Water Reclamation (Sewer)	8"ebura pump, model Peflq8u	Obsolete	9/10/2019
						Water Reclamation (Sewer)	(3ea) sdn-2009 stations, (3ea) gx-2009 detectors, (2ea) rp-2009 adapters, (2ea) rp-6 pumps, (2ea) (4gas bottles), assorted power cords, tubing and cables, operating disk and manuals	Obsolete	
				API1717816		Water Treatment Plant	atlas copco air compressor s4ff	Obsolete	5/24/2018
				Ap1723186		Water Treatment Plant	atlas copco air compressor s4ff	Obsolete	5/24/2018
				Ap173970		Water Treatment Plant	atlas copco air compressor sffB-H	Obsolete	5/24/2018
				Ap1733137		Water Treatment Plant	atlas copco air compressor sffB-H	Obsolete	5/24/2018
						Information Technology	(9) dell optiplex 990 (no hard drive)	Obsolete	7/24/2019
						Information Technology	(13) dell optiplex 3010 (no hard drive)	Obsolete	7/24/2019
						Information Technology	(1) dell z220 (no hard drive)	Obsolete	7/24/2019
						Information Technology	(24) dell optiplex 3020 (no hard drive , no memory)	Obsolete	7/24/2019
						Information Technology	(23) lenovo thinkcentre m73 (no hard drive , no memory)	Obsolete	7/24/2019
						Information Technology	(6) microslate msl 3800 (no hard drive)	Obsolete	7/24/2019
						Information Technology	(1) microslate msl3850 mount	Obsolete	7/24/2019
						Information Technology	(2) panasonic ef-30 (no hard drive)	Obsolete	7/24/2019
						Information Technology	(1) dell optiplex gx 60 (no hard drive)	Obsolete	7/24/2019
						Information Technology	(1) dell optiplex gx 620 (no hard drive)	Obsolete	7/24/2019
						Information Technology	(1) optiplex 745 (no hard drive)	Obsolete	7/24/2019
						Information Technology	(2) cisco aironet 1300	Obsolete	7/24/2019
						Information Technology	(2) datamax m80te bluetooth reader	Obsolete	7/24/2019
						Information Technology	(2) dell latitude atg d630 (no hard drive)	Obsolete	7/24/2019
						Information Technology	(1) dell latitude6510 (no hard drive)	Obsolete	7/24/2019
						Information Technology	(3) orthotics or-60600030	Obsolete	7/24/2019
						Information Technology	(3) cassidian sound arbitration module	Obsolete	7/24/2019
						Information Technology	(1) olympus ds-5000	Obsolete	7/24/2019
Asset	Unit #	Equip. #	Tag #	VIN#	Odometer	Department	Description	Notes	Out of service date
						Information Technology	(2) dell 1720 printer	Obsolete	7/24/2019

					Information Technology	(1) polycom 7936 screen dark, but works	Obsolete	7/24/2019
					Information Technology	(1) ape back-ips es 350	Obsolete	7/24/2019
9346					Information Technology	(1) dell poweredge 720 (no hard drive)	Obsolete	7/24/2019
9396					Information Technology	(1) dell poweredge 720 (no hard drive)	Obsolete	7/24/2019
9305					Information Technology	(1) dell poweredge 720 (no hard drive)	Obsolete	7/24/2019
9803					Information Technology	(1) dell md1200 (no hard drive)	Obsolete	7/24/2019
9239					Information Technology	(1) dell md1200 (no hard drive)	Obsolete	7/24/2019
9347					Information Technology	(1) poweredge 720 (no hard drive)	Obsolete	7/24/2019
9659					Information Technology	(1) dell poweredge 720 (no hard drive)	Obsolete	7/24/2019
9238					Information Technology	(1) dell poweredge r610 (no hard drive)	Obsolete	7/24/2019
					Information Technology	(2) dell poweredge r510 (no hard drive)	Obsolete	7/24/2019
					Information Technology	(2) dell poweredge r610 (no hard drive)	Obsolete	7/24/2019
					Information Technology	(1) hp cp4005n printer	Obsolete	7/24/2019
					Information Technology	(51) harris p7200	Obsolete	10/11/2019
					Information Technology	(5) macom p7100/p	Obsolete	10/11/2019
					Information Technology	(2) ericsson lpe-200	Obsolete	10/11/2019
					Information Technology	(5) harris 7200 repeater	Obsolete	10/11/2019
					Information Technology	(8) macom 7200 mobile	Obsolete	10/11/2019
					Information Technology	(66) harris p7200	Obsolete	10/11/2019
					Information Technology	(1) ericsson radio	Obsolete	10/11/2019
					Information Technology	(19) motorola saber radios	Obsolete	10/11/2019
					Information Technology	(3) ge communications radio	Obsolete	10/11/2019



City of Broken Arrow

Request for Action

File #: 19-1349, **Version:** 1

Broken Arrow City Council
Meeting of: 11-5-19

Title:

Approval of and authorization for the City Attorney to sign a change of affiliation form transferring the City of Broken Arrow v. Contech et. al, CJ-2017-295 to the law firm of Metcalf & Spitler, LLP

Background:

On June 17, 2019, the City entered into a Professional Services Agreement with the law firm of McDonald, McCann, Metcalf & Carwile, LLP. Steve Metcalf, with McCann, Metcalf & Carwile served as the City's primary legal representative in the matter of City of Broken Arrow v. Contech. On October 25, 2019, Mr. Metcalf advised the City he left McCann, Metcalf & Carwile, LLP, and formed the law firm of Metcalf & Spitler, LLP. The City Attorney recommends the City continue to have Mr. Metcalf represent the City in the matter and enter into a new professional services agreement with the firm of Metcalf & Spitler, LLP.

Cost: \$0

Funding Source: None

Requested By: John J. Bowling, Assistant City Attorney

Approved By: City Manager's Office

Attachments: Change of affiliation form, authorizing the transfer of the City of Broken Arrow v. Contech, et. al. CJ-17-295 to Metcalf & Spitler, LLP.

Recommendation:

Approve and authorize execution of the change of affiliation form

October 27, 2019
Page 2

To Whom It May Concern:

Please be advised that (check one):

☐ METCALF & SPITLER, LLP will represent my interests and the interests of the organization(s) I represent in all assigned matters (past, present and future) from and after October 25, 2019, in particular the files involving the litigation: *City of Broken Arrow v. Contech et al*, Case No. CJ-2017-295, In the District Court of Tulsa County, State of Oklahoma. Please effect a prompt transfer and delivery of all our files to Steven K Metcalf at METCALF & SPITLER, LLP; or

☐ The McDONALD FIRM will represent my interests and the interests of the organization(s) I represent going forward in the above-described litigation matter; or

☐ OTHER: _____.

Signed this date: _____, 2019.

CITY OF BROKEN ARROW

By: _____ (signature)

_____ (printed)

THE McDONALD FIRM
c/o Gary M. McDonald
gmcDonald@mmmsk.com
15 East Fifth Street, Suite 1400
Tulsa, OK 74103
(918) 430-3770 | facsimile

METCALF & SPITLER, LLP
c/o Steven K Metcalf
smetcalf@metcalfspitlerlaw.com
20 East Fifth Street, Suite 410
Tulsa, OK 74103



City of Broken Arrow

Request for Action

File #: 19-1383, **Version:** 1

**Broken Arrow City Council
Meeting of: 11-5-2019**

Title:

Approval of and authorization to execute the Professional Services Agreement between the City of Broken Arrow and McAfee & Taft, P.C. for providing counsel and legal advice regarding Joshua Andre Garza v. City of Broken Arrow, 19-CV-423-TCK-JKJ

Background:

Tony Puckett is a well-respected attorney with vast legal knowledge and experience involving employment discrimination claims. The City Attorney is recommending retention of this firm due to the press of business and the firm's expertise.

The attached Professional Services Agreement memorializes retention of the firm, costs and the hourly rates to be charged. These rates are as follows:

	<u>Employment/Labor Law</u>	<u>Sovereignty Law</u>
Shareholders:	\$305.00 per hr. maximum	\$305.00 per hr. maximum
Associates:	\$205.00 per hr. maximum	\$215.00 per hr. maximum
Paralegals:	\$105.00 per hr. maximum	\$95.00 per hr. maximum
Arbitration	\$260.00 per hr. maximum	N/A

Routine costs such as copying and postage are addressed in the Agreement. Costs and fees for this matter are capped at \$35,000.00 and it will expire on June 30, 2020, if the case is not finalized by that time.

Cost: Not to exceed \$35,000.00

Funding Source: General Fund, General Government

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: Professional Services Agreement

Recommendation:

Approve the Professional Services Agreement with McAfee & Taft, P.C. and authorize its execution.

PROFESSIONAL SERVICES AGREEMENT

This Professional Service Agreement (“the Agreement”) is made and entered into by and between the City of Broken Arrow, a municipal corporation (“City”), and McAfee & Taft, P.C., Attorneys at Law, Two Leadership Square, 211 N. Robinson Ave., Oklahoma City, Oklahoma 73102 (“Outside Counsel”).

I. PURPOSE OF REPRESENTATION

City is retaining Outside Counsel to provide counsel and legal advice to the City relative Joshua Andre Garza v. City of Broken Arrow, 19-CV-423-TCK-JKJ.

II. OUTSIDE COUNSEL REPORTS TO THE CITY ATTORNEY

Outside Counsel agrees to keep City informed of the status of the matters covered by this Agreement by:

- A. communicating orally with the and designated representative as needed and as requested by City;
- B. providing timely copies of all pleadings, discovery, and correspondence to the City Attorney; and
- C. submitting to the City Attorney a detailed monthly statement identifying by separate entries:
 - 1. each date work was performed under the Agreement,
 - 2. the amount of time billed for the work,
 - 3. the attorney or paralegal billing for the entry,
 - 4. the hourly rate of the attorney or paralegal billing the entry,
 - 5. a description of the work performed, and
 - 6. the dollar amount billed for the entry.

All written communications required by this Agreement should be sent to Trevor Dennis, City Attorney, City of Broken Arrow, City Hall, 220 South 1st Street, Broken Arrow, Oklahoma 74012.

III. CONFLICT OF INTEREST

Outside Counsel must conduct a conflicts check covering potential and actual conflicts of interest before representing the Employees/Employee or other defendants. Outside Counsel must promptly notify the City Attorney in writing of all actual or potential conflicts. Outside Counsel must disclose past or present representation of a client associated directly, indirectly, actually, or potentially with the subject of the representation. No waiver of an actual or potential conflict will be valid unless in writing and executed by the Employees/Employee. Outside Counsel must obtain any necessary third party waivers in writing prior to representing the Employee/Employees. Outside Council will monitor whether any actual or potential conflicts

arise in connection with Outside Counsel's proposed representation of other defendants while representing the Employee/Employees and shall promptly notify the City Attorney in writing of any such conflicts.

IV. TIMELY ACTION BY OUTSIDE COUNSEL

By executing this Agreement, Outside Counsel agrees to act in a timely manner in conducting work under this Agreement.

V. FEES AND EXPENSES

City agrees to pay Outside Counsel an hourly fee based on the following hourly rates:

	<u>Employment/Labor Law</u>	<u>Sovereignty Law</u>
Shareholders:	\$305.00 per hr. maximum	\$305.00 per hr. maximum
Associates:	\$205.00 per hr. maximum	\$215.00 per hr. maximum
Paralegals:	\$105.00 per hr. maximum	\$95.00 per hr. maximum
Arbitration	\$260.00 per hr. maximum	N/A

The maximum fees and costs and expenses shall not exceed \$35,000.00.

City will pay Outside Counsel's out-of-pocket costs and expenses reasonably incurred in these matters as follows:

- Out-of-pocket necessary copying costs
- Out-of-pocket long distance telephone charges
- Out-of-pocket automated research costs
- Out-of-pocket postage charges
- Courier and messenger services
- Other items as necessary if the City Attorney approves prior to expenditure.

The following types of expenditures will not be paid by City:

- Administrative overhead, including time spent copying, filing, docketing or calendaring deadlines, attending internal firm meetings for planning or status updates, reviewing or processing this Agreement or invoices for services or expenses rendered under this Agreement, or any clerical or secretarial work,
- Air conditioning and electricity for overtime work,
- Client entertainment,
- Local and suburban telephone calls,
- Refreshments during meetings,
- Meals during meetings or any other time unless associated with pre-approved overnight travel,
- Fees for telecopying other than out-of-pocket long distance telephone charges associated therewith, and
- Off-duty hours while traveling (not to include travel to or from the location of a meeting or hearing by counsel)

VI. SETTLEMENT

Settlement possibilities should be identified and considered early and at subsequent stages in the proceedings. Outside Counsel must promptly report settlement overtures to the City Attorney or designated representative. Cases may be settled only with the prior approval of the City officials.

VII. MALPRACTICE INSURANCE

Outside Counsel shall maintain professional liability insurance acceptable to the City Attorney with appropriate and adequate coverage. Upon request, Outside Counsel shall submit a certificate from its insurance carrier that provides that written notice will be provided to the City Attorney before cancellation of the insurance is effective. Outside Counsel shall promptly advise the City if its insurance is canceled or lapses.

VIII. RIGHT TO AUDIT

The City shall have the right by use of internal or external resources to audit Outside Counsel's time records and billings, upon reasonable notice provided in writing to Outside Counsel. Outside Counsel will cooperate with an audit request by providing reasonable access to appropriate records and personnel necessary to conduct an audit.

IX. RETENTION OF OUTSIDE COUNSEL

Outside Counsel is being retained because of Outside Counsel's experience and expertise in the area of sovereignty law and employment and labor law. The goal of the City Attorney's office is to meet all ethical and professional standards applicable to government lawyers and to meet mandates of the City of Broken Arrow Code of Ordinances with regard to the City Attorney. In appropriate instances, screening measures will be created and used with policies and procedures and restricting the flow of and access to information regarding the representation between the Staff Attorney and other attorneys within the office of the City Attorney representing the City. The City Attorney's office and Outside Counsel will in such instances discuss appropriate procedures to accomplish ethical representation and will comply with all professional rules of conduct. Outside Counsel will be required in such circumstances to identify all concerns with such process immediately and prior to commencing representation.

X. ACCEPTANCES

This Agreement constitutes the entire agreement between the City and Outside Counsel and supersedes all prior agreements, written or oral, relating to the subject matter. Any change must be made or confirmed in writing, duly executed by both parties.

XI. ASSIGNABILITY OF AGREEMENT

This Agreement is personal in nature and may not be assigned by Outside Counsel.

XII. INDEPENDENT CONTRACTOR.

Outside Counsel agrees and acknowledges that during the existence of this Agreement, it acts in the capacity of an independent contractor and that Outside Counsel is not an employee of the City of Broken Arrow.

XIII. APPLICABLE LAW AND VENUE.

This Agreement and its incorporated documents shall be governed by and construed in accordance with the laws of the State of Oklahoma. The venue of any suit brought concerning this Agreement or its incorporated documents is fixed in any court of competent jurisdiction in Tulsa County, Oklahoma.

XIV. TERMINATION

The City may terminate this Agreement upon providing 30 days' written notice to Outside Counsel.

XV. TERM

This Agreement shall commence on the date below and shall remain in full force and effect through June 30, 2020, unless the term of this Agreement is extended by agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies and is effective as of THIS _____ day of _____, 2019.

SIGNATURES CONTINUED ON THE NEXT PAGE

TONY PUCKETT, ATTORNEY AT LAW
McAFEE & TAFT, P.C.

By: _____
Tony Puckett

CITY OF BROKEN ARROW, a municipal corporation

By: _____
Craig Thurmond, Mayor

ATTEST:

City Clerk

Date: _____

APPROVED AS TO FORM:

Deputy City Attorney

[illegible]

TONY PUCKETT, ATTORNEY AT LAW
McAFEE & TAFT, P.C.

By: _____
Tony Puckett

Notary Public

My commission number:

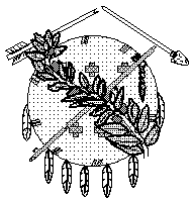
[illegible]

By: _____
TONY PUCKETT

Notary Public

My commission number: _____

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City of Broken Arrow

Request for Action

File #: 19-1327, Version: 1

**Broken Arrow City Council
Meeting of: 11-05-2019**

Title:

Approval of and authorization to execute an Agreement with CoreSource, Inc. utilizing Aetna Signature Administrators PPO Managed Care Services to provide third party administration for the employee health plan for calendar year 2020

Background:

The City provides a comprehensive health program for its employees and their families. Since 1989, the City's plan has been self-insured. With this concept, the City contracts with a third party administrator to administer the plan and pay claims.

To ensure the fees associated with the services remain competitive with the market, Staff solicited proposals from third party administrators. Employer Advocates, the City's benefits consultant, developed the Request for Proposal and performed an analysis of the proposals received. Six proposals were received and four selected as finalists that were interviewed. After due consideration and research, it was determined to accept the City's current administrators', CoreSource, Inc., proposal utilizing Aetna Signature Administrators PPO Managed Care Services (Aetna Signature) as the network of providers.

CoreSource, Inc. has over forty years of experience as an independent administrator of self-funded health plans. It has a rating of A- (Excellent) by A.M. Best. Aetna Signature provides on average 15-20% deeper discounts for the plan compared to our existing network with very little disruption to members. It is ranked first in discounts in Tulsa. In addition, CoreSource, Inc. and Aetna Signature will offer the City the greatest flexibility to incorporate cost containment measures specific to transparency, provider performance analysis and provider steerage strategy.

The proposed annual fee for CoreSource, Inc. third party administration services, including access to the Aetna Signature's provider network, is \$268,896

Cost: \$268,896

Funding Source: Group Health and Life Fund

Requested By: Jannette McCormick, Human Resources Director

Approved By: City Manager Office

Attachments: CoreSource Agreement, Amendment to Agreement, Aetna Signature Administrators PPO Managed Care Services Agreement

Recommendation:

Approve and authorize execution of the Agreement with CoreSource, Inc. utilizing Aetna Signature Administrators PPO Managed Care Services to provide third party administration for the employee health plan.

CITY OF BROKEN ARROW

AGREEMENT FOR PLAN SUPERVISOR

This Agreement is entered into by and between CoreSource, Inc., a Delaware corporation (hereinafter referred to as "Plan Supervisor") and City of Broken Arrow, 220 South First Street, Broken Arrow, OK 74012 ("Plan Sponsor"), and shall be effective as of the first day of January, 2016 (the "Effective Date").

RECITALS

WHEREAS, Plan Sponsor has adopted and implemented a health and welfare benefit plan as listed on Exhibit A ("Plan"), providing means by which eligible employees of Plan Sponsor and their eligible dependents are able to obtain benefits provided by the Plan and set forth in the Plan Document.

WHEREAS, Plan Supervisor, under the terms of this Agreement, shall assist Plan Sponsor in the implementation and administration of the Plan;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

SECTION 1 DEFINITIONS

- 1.01 **"Participant"** shall mean an individual enrolled as an employee, dependent or retiree (if applicable) for benefits under the Plan, or an individual continuing coverage under the Plan in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended from time to time ("COBRA").
- 1.02 **"Plan Document"** shall mean generally the written description of the benefits to be provided by the Plan, and the standards and rules governing the payment of benefits under the Plan.

SECTION 2 DUTIES AND RESPONSIBILITIES OF PLAN SUPERVISOR

- 2.01 Plan Supervisor shall assist Plan Sponsor in the installation of the Plan, including performance of the following duties:
- A. Enter in and maintain the plan of benefits, all enrollment, and relevant information provided by Plan Sponsor in Plan Supervisor's computer system.
 - B. Perform any other duties related to the installation of the Plan as mutually agreed between the parties.
- 2.02 Standard Claims Service.
- A. Except as otherwise specifically provided in this Agreement, Plan Supervisor shall perform the duties listed below:
 - (1) Plan Supervisor shall administer claims for health and welfare benefits under the Plan in accordance with terms and conditions set forth in the Plan, this Agreement, and Plan Supervisor's payment practices and audit procedures, which are updated from time to time including, but not limited to:
 - a. review and evaluate claims submitted, and provide an explanation of benefits (EOB) to Participants and providers, if applicable;
 - b. prepare standard claims activity reports, check registers and fund reports;
 - c. respond to telephone and mail inquiries from Participants and providers regarding benefits available or status of claims; and
 - d. provide standard claims, accounting, and enrollment forms.
- 2.03 Plan Supervisor's duties are contingent on the receipt of necessary information, any communication and/or data from Plan Sponsor, Participants, providers, and any other source in a timely manner and in good order. "Timely manner" means a reasonable period of time for sorting, processing, entering and posting of data received.
- 2.04 Coordinate contracting with preferred provider organizations and other managed care organizations.

City of Broken Arrow

2.05 Prescription Drug Service.

- A. Provide the prescription drug vendor with a description of benefits as established in the Plan, and appropriate eligibility information that was furnished by Plan Sponsor.
- B. Timely request funding from Plan Sponsor for prescription drug claims and administrative expenses of the Plan.
- C. Coordinate receipt of electronic claim data with prescription drug benefit manager for reporting purposes.

2.06 Custom Duties.

- A. Review Plan Sponsor's existing Plan Document, and provide a draft of a new Plan Document;
- B. Prepare Participant identification cards, as applicable, which identify how to make inquiries on eligibility and coverage;
- C. Send eligibility information electronically to other Plan vendors, as required, all in a format specified by Plan Supervisor.

2.07 Stop Loss Duties.

- A. In the event Plan Sponsor purchases a stop-loss policy permitting "advanced funding" of reimbursement claims before (or simultaneously with) payment by the Plan of associated medical expenses, Plan Sponsor hereby acknowledges and agrees:
 - (1) Plan Supervisor did not recommend that Plan Sponsor purchase such a stop-loss policy;
 - (2) Plan Supervisor will not seek advance funding for any individual provider bill of less than [amount stated in stop loss contract.
 - (3) Plan Sponsor's funding obligations remain the same, notwithstanding the purchase of such a stop-loss policy;
 - (4) Plan Supervisor shall be relieved of all claim processing duties it has under this Agreement or under ERISA to the extent those duties cannot be properly carried out during the pendency of an "advanced funding" stop-loss claim; and
 - (5) The indemnity provisions shall be modified to make Plan Sponsor strictly liable for any claims, damages, liabilities, costs, etc. that may arise because of the purchase of such a stop-loss policy, including but not limited to, (a) the responsibility to indemnify Plan Supervisor irrespective of any wrongful act or omission by Plan Supervisor in purchasing such a stop-loss policy, and (b) the exemption of Plan Supervisor from any duty to indemnify Plan Sponsor irrespective of any wrongful act or omission by Plan Supervisor, or the involvement of Plan Supervisor in purchasing such a stop-loss policy.
- B. Notwithstanding the foregoing, for any benefit claim received by Plan Supervisor during the last fourteen (14) days of any stop-loss year, Plan Supervisor may, but shall in no event be under any obligation to, discharge its duties under this section in such manner as may be required to cause the applicable reimbursement to Plan Sponsor or the Plan to occur as part of the same stop-loss year.
- C. Provide tracking and claim filing services to the stop-loss carrier of Plan Sponsor or the Plan, if applicable.

SECTION 3

DUTIES AND RESPONSIBILITIES OF PLAN SPONSOR

3.01 Preparation of Eligibility List and Plan Information. Plan Sponsor shall:

- A. Prepare an initial complete and accurate set of enrollment records for all Participants, including but not limited to Social Security numbers, legal name, date of birth, and previous creditable coverage; such records must be delivered to Plan Supervisor thirty (30) days prior to the date Plan Supervisor shall begin to adjudicate claims for the Plan.
- B. Plan Sponsor shall update these records in writing or by any other medium acceptable to Plan Supervisor, notifying Plan Supervisor of any and all changes in Participant status, including the addition of new Participants, termination of Participants, changes in dependent status or any other changes that may affect the eligibility of a Participant. If Plan Sponsor submits a termination to Plan Supervisor which is effective retroactively, Plan Supervisor will not be obligated to adjust claims, administrative fees, premiums, attempt recovery of overpayments, or vendor costs retroactively for more than three (3) months.
- C. Deliver to Participants all Plan information and any other information required by the Department of Labor or any other federal or state governing agency.

- D. Notify Plan Supervisor in writing of the final determination of Plan Sponsor or person designated by Plan Sponsor regarding any disputed or questionable claims and claims requiring interpretation of the Plan Document unless the Addendum for Claim Appeal Determination Services has been executed by the parties.
- E. Funding of Claims and Expenses.
- (1) Plan Sponsor shall be solely responsible for funding the payment of benefits and expenses under the Plan, upon request of Plan Supervisor. If such funding is delinquent for a period of seven (7) calendar days, Plan Sponsor is required to immediately notify all Participants of the delinquency of funding. Such notification shall be in writing and a copy forwarded to Plan Supervisor. If Plan Sponsor does not provide such notification or funding within fifteen (15) calendar days of the request for funds, Plan Supervisor has the right, but not a duty, to notify Participants and health care providers of the delinquency of funding. Plan Supervisor may also suspend the issuance of checks and explanation of benefit statements and suspend the processing of all claims. In addition, failure to fund the account in a timely manner may result in additional ramifications including, but not limited to, the loss of preferred provider prompt payment discounts.
- (2) Plan Sponsor authorizes Plan Supervisor to make disbursements from the account for the payment of benefits and expenses incurred under the Plan.
- F. Settlement of Claims. Plan Sponsor shall timely notify Plan Supervisor of any inquiries it receives, whether from individuals, entities, governmental entities or others, regarding the activities undertaken by Plan Supervisor and shall assist Plan Supervisor in any reasonable manner with regard to Plan Supervisor's obligations under this Agreement. In addition, Plan Sponsor shall fully cooperate with Plan Supervisor as and to the extent necessary for Plan Sponsor to effectively respond to an inquiry by any individual, governmental authority, or other entity regarding coordination of any Plan benefit with any benefit that may be available under Medicare.
- G. Plan Documentation. Plan Sponsor shall provide Plan Supervisor with an executed copy of the Plan Document, Summary Plan Description, and Trust Instrument, if applicable.
- H. Changes in Information. Plan Sponsor shall:
- (1) Advise Plan Supervisor upon acquisition of any new or different contract relating to the Plan, or upon any change in Plan Sponsor's organization which might affect the legal status of the Plan; and
- (2) Notify Plan Supervisor in writing of any change in the Plan benefits at least thirty (30) days prior to the effective date of such change. Any change requiring a re-adjudication of claims shall be performed by Plan Supervisor only for an additional fee mutually agreeable to the parties.
- (3) Notify Participants within sixty (60) days prior to the effective date of a material reduction in benefits.

SECTION 4 BANKING ARRANGEMENTS

- 4.01 Funding of benefits shall be made by Plan Sponsor. If benefits will be funded by a physical benefit check: (i) the benefit check shall be signed by an authorized representative of Plan Supervisor, (ii) shall be drawn on a bank account or accounts established and maintained by Plan Sponsor for the purpose of funding payment of such claims and (iii) Plan Supervisor shall release such benefit checks upon a frequency mutually agreed upon by the parties. If benefits will be funded by ACH or other electronic means: (i) Plan Sponsor shall transfer the appropriate funds to a fiduciary account designated by Plan Supervisor in writing, (ii) such funds shall remain in such account and available for the payment of applicable benefits and (iii) Plan Supervisor shall release or cause the release of such funds (by ACH, paper draft or other appropriate means determined by Plan Supervisor) upon a frequency mutually agreed upon by the parties.

SECTION 5 RELATIONSHIP OF THE PARTIES

- 5.01 In performing services under this Agreement, Plan Supervisor performs all acts as an independent contractor and not as an officer, employee or agent of Plan Sponsor or Plan Administrator (if other than Plan Sponsor) or Plan. Nothing in this Agreement shall be construed to mean Plan Sponsor retains any control over the manner and means of how Plan Supervisor performs the services provided for herein, but only a right to review the results of the work performed.

- 5.02 Fiduciary. Plan Sponsor, or a person designated by Plan Sponsor (other than Plan Supervisor), is the Administrator and the Named Fiduciary of the Plan. As fiduciary, Plan Sponsor, or the person designated by Plan Sponsor (other than Plan Supervisor), maintains discretionary authority to review all denied claims for benefits under the Plan, including, but not limited to, the determination of covered services, interpretation of the terms of the Plan, and the determination of eligibility for and entitlement to Plan benefits in accordance with the terms of the Plan. Unless expressly provided in this Agreement (i.e., by the parties having signed the Addendum for Claim Appeal Determination Services), Plan Supervisor shall not have any discretionary authority or discretionary control respecting the management of the Plan itself or its assets, if any, and Plan Sponsor retains all final responsibility and ultimate authority for the operation of the Plan.

SECTION 6 TERM AND TERMINATION

- 6.01 Term. This Agreement and referenced Addenda shall be in effect for a period of one (1) year from the Effective Date (the "Initial Term") and shall renew automatically thereafter for the successive one (1) year periods of time (each such period, a "Renewal Term" and collectively with the Initial Term, the "Term"), unless otherwise terminated or renegotiated in accordance with this Agreement. If renegotiated, the Term mutually agreed to by the parties for that renewal will be reflected in Exhibit A to this Agreement. Addenda may be individually terminated without terminating the entire Agreement, by making clear by written notice that the termination is intended to be effective with respect to the applicable Addendum only.
- 6.02 Renewal. The provisions of this Agreement and monthly Administrative fees (not including any fee payable to a vendor) payable to Plan Supervisor hereunder, are subject to negotiation prior to the end of each Term. Either party desiring to renegotiate this Agreement shall notify the other party of its intent to renegotiate forty-five (45) days prior to expiration of the Term. In the absence of a written agreement signed by both parties indicating otherwise, this Agreement shall automatically be renewed upon the same terms and conditions.
- 6.03 Termination. This Agreement may be terminated effective as of the time specified below:
- A. By Plan Supervisor, with or without cause, by giving written notice to Plan Sponsor at least sixty (60) days prior to the last day of the applicable Initial Term or Renewal Term, effective at the end of the applicable Initial Term or Renewal Term;
 - B. By Plan Supervisor at any time after Plan Sponsor fails to provide funds for the payment of benefits, effective as of the date specified in Plan Supervisor's termination notice;
 - C. By Plan Supervisor at any time after any Administrative fees, insurance premiums or other expenses are more than thirty (30) days past due, effective as of the date specified in Plan Supervisor's termination notice; or
 - D. By Plan Supervisor at any time after Plan Sponsor voluntarily or involuntarily files for bankruptcy, effective as of the date specified in Plan Supervisor's termination notice.
 - E. By Plan Sponsor providing at least sixty (60) days prior written notice if the Broken Arrow City Council has not appropriated funds for the next fiscal year starting July 1st. Notwithstanding anything to the contrary in this Section 6.03, E, the fees shown in Exhibit A have been approved by the Broken Arrow City Council for services performed from January 1, 2016 through December 31, 2016.
- 6.04 Continuing Obligations After Contract Termination. Notwithstanding the termination of this Agreement, the following rights and liabilities of the parties shall survive for the specified time period following termination:
- A. Plan Sponsor's duty to pay Plan Supervisor until such amounts are paid in full.
 - B. Plan Sponsor's duty to fund claims incurred before termination until such claims are finally resolved.
 - C. Plan Sponsor's and Plan Supervisor's duties and liabilities regarding Claims Records below, if applicable.
 - D. Plan Sponsor's and Plan Supervisor's indemnification duties and liabilities with respect to events and benefit claims arising before termination of this Agreement until the appropriate statute of limitations has run.
 - E. Plan Sponsor's and Plan Supervisor's termination obligations under all applicable Addenda to this Agreement until the appropriate statute of limitations has run.

6.05 Claims Records. The Plan owns all claim files even though they may be in the possession of Plan Supervisor.

When this Agreement terminates, Plan Supervisor shall provide to Plan Sponsor, or its designee, an electronic claim file in Plan Supervisor's format. Records of the Plan shall be returned to the Plan Administrator or its designee upon termination of this Agreement, subject to the payment of all outstanding balances due. Plan Sponsor shall reimburse Plan Supervisor for the cost of retrieving Plan records from storage, if applicable, and shipping Plan records to the Plan Sponsor. The electronic or hard copy delivery of records shall be deemed in compliance with this Section. In the event Plan Sponsor appoints a successor to Plan Supervisor, Plan Supervisor shall cooperate as reasonably necessary in transferring files, records, reports, and the like, and Plan Supervisor shall be entitled to its then current fee for its services in connection therewith. Notwithstanding anything in this Agreement to the contrary, at the time the transfer of records occurs, Plan Supervisor shall be relieved of further responsibility for performing any of the services enumerated in this Agreement.

6.06 Outstanding Fees. Upon termination, Plan Sponsor agrees to remit to Plan Supervisor any outstanding balances due. Plan Supervisor shall have the right to retain all records as specified above until receipt of all outstanding monies due.

6.07 Run-Out. Plan Sponsor and Plan Supervisor may agree in writing ("Run-Out Agreement") to have Plan Supervisor adjudicate run-out claims which are incurred but not paid prior to the termination of this Agreement ("Run Out Claims") and the parties acknowledge and agree that, in the event the parties do not elect to enter into a Run-Out Agreement with respect to claims received after fifteen (15) days prior to the termination of this Agreement, Plan Supervisor shall have no responsibility with respect to Run-Out Claims. Should Plan Sponsor elect to have Plan Supervisor process Run-Out Claims upon termination, Plan Supervisor will do so for a fee of 125% of the administrative fee per month applicable at the time of the request, payable in advance of providing such services. All Administrative Fees and claim funding must be current in order for service to be requested by Plan Sponsor.

SECTION 7 LIMITATION OF LIABILITY / DAMAGES

7.01 Intentionally left blank.

7.02 Plan Supervisor does not assume liability for the adequacy of funding of the Plan, and Plan Supervisor is not, and shall not be deemed to be an insurer, underwriter or guarantor with respect to any benefits payable under the Plan.

7.03
Intentionally left blank.

7.04 If any payment is made to an ineligible person for an ineligible claim, or if it is determined that more or less than the correct amount has been paid under the Plan by Plan Supervisor, then Plan Supervisor shall attempt to recover such payment, or contract with a third party vendor to recover such payment or, when appropriate, adjust Participant's later claims. However, Plan Supervisor shall not be required to initiate court proceedings to effect any such adjustment. If Plan Supervisor is unsuccessful in making any adjustment, it shall notify Plan Sponsor so that Plan Sponsor may take such appropriate actions against the payee. Neither the Plan Sponsor nor Plan Supervisor or its affiliates, contractors, shareholders, directors, officers, employees or agents shall be liable for any consequential, special, incidental or indirect damages arising out of its performance under this Agreement. Plan Supervisor shall not be liable for non-recovery of such payments, unless such payments arose from, or otherwise were attributable to, Plan Supervisor's willful and intentional misconduct or criminal conduct.

7.05 Plan Supervisor will provide assistance to Plan Sponsor or the Plan with respect to any disputes regarding stop-loss coverage, but only if the stop-loss carrier is among the list of Plan Supervisor's preferred stop-loss carriers.

SECTION 8 ADMINISTRATIVE FEES

8.01 Fees.

- A. Plan Sponsor shall pay Plan Supervisor the compensation for duties as set forth on Exhibit A. Such fees do not include vendor costs in conjunction with the operation of the Plan. These expenses include, but are not limited to, wire transfer fees, check printing fees, check charges, annual auditor fees, resupply of forms, and other printing expenses, identification cards, physician reviews, consulting/vendor fees, medical records fees, hospital audits, code review and unusual programming requirements. Plan Supervisor will charge Plan Sponsor or the Plan as these expenses are incurred. Payment shall be due upon receipt of an invoice by Plan Sponsor detailing such expenses. If enrollment drops by 10%, Plan Supervisor may adjust Administrative Fees on any due date by providing Plan Sponsor with thirty (30) days prior written notice.
- B. Administrative fees shall be determined on a monthly basis, based on the number of Participants, for which computerized records are maintained by Plan Supervisor. Plan Sponsor must notify Plan Supervisor in writing within thirty (30) days of Plan Sponsor's receipt of each regular monthly invoice of any discrepancy; otherwise, Plan Supervisor's fee shall be reflected in the invoice provided.
- C. Plan Supervisor shall send a monthly invoice to Plan Sponsor for the current month's Administrative fees, premiums and other expenses incurred on behalf of Plan Sponsor and Plan. Plan Sponsor is required to pay this invoice as presented. Any retroactive changes or adjustments will be made on the next month's bill (all corrections will be reflected on the next bill if received by the Eligibility Department at least seven (7) business days before the bill is generated). Payment will be due upon receipt of invoice or on the first (1st) day of each month for which services are performed, whichever is later.

- 8.02 Delinquent Accounts. Accounts and invoices not paid by the later of the end of the month, or within thirty (30) days of billing, are considered delinquent and are subject to a service charge of 1.5% per month (service charge applies to Plan Supervisor fees only). It is further stipulated and understood that premium for stop loss coverage and/or premium for insured group benefits, if applicable, which is delinquent over thirty (30) days is in technical lapse with the insurance carrier, and Plan Supervisor shall be held harmless for any and all consequences arising from this delinquency.

SECTION 9 ADDITIONAL SERVICES

Additional Services, if any, are provided under this Agreement as set forth in Exhibit A for the additional service fees specified therein and as more fully described in the Addendum(s) to Agreement for Plan Supervisor which are attached to and made a part of this Agreement.

SECTION 10 GENERAL

- 10.01 Amendments. This Agreement may not be amended without the express written consent of both parties.
- 10.02 Assignment. Neither party may assign this Agreement, its rights, or obligations under this Agreement without the prior written consent of the other party; provided however, Plan Supervisor may assign its rights and obligations to any affiliated company of Plan Supervisor.
- 10.03 Compliance with Laws. Both parties shall comply with all applicable state and federal laws, regulations, rulings and judicial and administrative orders.
- 10.04 Consultation with Plan Sponsor. Plan Supervisor shall consult with and obtain prior approval from Plan Sponsor and/or legal counsel designated by Plan Sponsor when legal matters regarding the Plan arise. Plan Supervisor shall not be obligated to defend against any legal action or claim for benefits by virtue of this Agreement.
- 10.05 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single agreement.

- 10.06 Entire Agreement. The entire agreement between the parties concerning the subject matter hereof is incorporated into this document, the exhibit(s) with attached addenda; this Agreement supersedes all previous agreements whether oral or written between the parties concerning the subject matter hereof.
- 10.07 Governing Law. To the extent not preempted by ERISA, this Agreement shall be governed in accordance with the laws of the state of Oklahoma, without regard to conflict of law provisions.
- 10.08 Headings. The headings of this Agreement are solely for the convenience of the parties and do not effect the meaning or interpretation of any provision of this Agreement.
- 10.09 Maintenance of Records. All records, as applicable, of Plan Supervisor's internal claims review, determination of eligibility, authorization for adjudication, payment of claims and premiums, banking records, and any other financial records generated by Plan Supervisor under this Agreement shall be maintained during the Term of this Agreement.
- 10.10 Notice. Any notice required to be given hereunder between the parties shall be written, effective upon receipt and shall be served by (i) facsimile (confirmation receipt received), (ii) personal delivery, or (iii) sent by overnight courier delivery service, or certified mail, return receipt requested to the address cited in the signature block of this Agreement or to such other address as shall be specified by like notice by either party.
- 10.11 Other Service Providers. Plan Supervisor may seek the services of others in performing its duties and obligations under this Agreement.
- 10.12 Prior Claims Administrator. In the event Plan Supervisor replaced a prior claims administrator, no responsibility is accepted for the work performed by the prior claims administrator; nor does Plan Supervisor agree to reevaluate or readjust claims or to perform or continue work previously done by the prior claims administrator (including acting as a named fiduciary for any pending claims appeals) unless otherwise agreed upon by the parties for additional compensation.
- 10.13 Reliance on Instructions. Plan Supervisor may rely upon any written instructions or information relating to Plan Supervisor performance of services provided to Plan Supervisor by Plan Sponsor or Plan Sponsor's designated representatives, and reasonably believed by Plan Supervisor to be genuine and authorized by Plan Sponsor. Plan Supervisor shall incur no liability resulting from Plan Supervisor's reasonable reliance on such instructions or information provided that Plan Supervisor does not have immediate and uncontested knowledge that any such instruction or information, as the case may be, is incorrect, inaccurate or incomplete when given to Plan Supervisor.
- 10.14 Successor and Assigns. This Agreement shall be binding upon and inure to the benefit of and be enforceable against the parties hereto and their respective successors and permitted assignees.
- 10.15 Taxes. If at any time, the federal government or any state or any political subdivision or any instrumentality of either shall assess any tax or surcharge against the Plan, against Plan Supervisor with respect to services provided hereunder or to payments made by or for the Plan, or against any trust related to the Plan in any way and Plan Supervisor is required to pay such tax or surcharge, Plan Supervisor shall report payment of the tax or surcharge to Plan Sponsor and at the option of Plan Supervisor make a charge against Plan Sponsor for reimbursement of such payment or be reimbursed by Plan Sponsor upon fifteen (15) days' prior written notice. This section shall not apply to income or payroll taxes.
- 10.16 Government Regulations. If at any time there is a change in federal or state law or regulation which affects the administration of the Plan, Plan Supervisor shall report the change to Plan Sponsor and at the option of Plan Supervisor make a charge against Plan Sponsor for reimbursement of such administration costs including but not limited to postage.
- 10.17 Use of Name. Plan Sponsor and Plan Supervisor agree not to use the name, image, promotional material, stationary, letterhead or logotype of the other party or its parent, subsidiaries or affiliates except as expressly authorized in writing by such other party.

- 10.18 Waiver. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance. If any provision of this Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in this Agreement.
- 10.19 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever.
- 10.20 Audit. Plan Sponsor shall have the right, upon providing thirty (30) days prior written notice to Plan Supervisor, to annually review, at its own expense, any records of Plan Supervisor relating to benefit payments and requests for benefit payments under the Plan and the issuing of checks for payment of benefits under the Plan. Any examination of such records shall be carried out in a manner and timeframe mutually agreeable to Plan Supervisor and Plan Sponsor. The examination will be based on a statistically valid sampling of benefit payments and requests for benefit payments under the Plan. The formula for such sampling shall be supplied in writing to Plan Supervisor prior to the start of any audit. The audit will take place during normal business hours at the location of Plan Supervisor.
- 10.21 Confidentiality. Each party acknowledges and agrees that all Confidential Information (defined below) it receives from the other party shall be held in strict confidence by the receiving party and its representatives and shall be used only to carry out the terms of this Agreement. Each party undertakes and agrees to use, and to cause each of its representatives to use all commercially reasonable means to safeguard the confidentiality of the other party's Confidential Information received and at least the same measures it uses to safeguard its own Confidential Information. Confidential Information means, as to any party, all information that is, or could reasonably be considered to be, proprietary or confidential information of that party including, without limitation, all documents, information, knowledge or data relating to that party's financial condition, financial information, customers, suppliers, product design, business plans, software programs, computer hardware, systems, sales strategies, pricing, contract terms, facilities, processes, and strategic plans regardless of the form, manner or medium by which the Confidential Information is recorded or disclosed. For sake of clarity, this Agreement is considered Confidential Information of Plan Supervisor. Notwithstanding any other provision of this Agreement it is expressly understood and agreed that neither party nor its representatives shall be liable for the disclosure of the other party's Confidential Information if such Confidential Information (a) is in the public domain at the time it is disclosed; or (b) was known to the receiving party on a non-confidential basis prior to the time of its initial receipt from the disclosing party; or (c) is disclosed with the disclosing party's prior written approval; or (d) is disclosed pursuant to the requirement of applicable law, court order, administrative agency or other governmental authority; or (e) was developed independently by the receiving party prior to disclosure by the disclosing party, as demonstrated by the receiving party's records.
- 10.22 Use of Information. Notwithstanding anything to the contrary in any other agreement between the parties, in addition to using information to carry out its duties under this Agreement, Plan Supervisor and its agents, employees and contractors may use, reproduce or adapt information obtained in connection with this Agreement, including claims under the Plan and eligibility information, in any manner it deems appropriate, except that Plan Supervisor and its agents, employees and contractors shall maintain the confidentiality of such information to the extent required by applicable law, may not use the information in any way prohibited by law, and agree to use only information that has been de-identified at both the Plan and Participant level. Any work, compilation, processes or inventions developed by Plan Supervisor, or its respective agents, employees or contractors as a result of any such use, reproduction or adaptation is deemed Confidential Information of Plan Supervisor under this Agreement and is the sole and exclusive property of Plan Supervisor.

IN WITNESS WHEREOF, Plan Supervisor and Plan Sponsor have caused this Agreement to be executed in duplicate by their respective officers duly authorized to do so:

**SIGN
HERE**

PLAN SPONSOR

(Mayor)

CORESOURCE, INC.

By: Craig Thurmond

Name: Craig Thurmond

Title: Mayor

Address: 220 S. 1st Street

Broken Arrow, OK 74012

Date: 10-6-2015

By: Ben Erlich

Name: Benjamin Erlich

Title: Regional President

Address: 6240 Sprint Parkway, Suite 400

Overland Park, KS 66251

Date: 10-29-15



APPROVED AS TO FORM

Lesli Myers
ASSISTANT CITY ATTORNEY

AMENDMENT TO AGREEMENT FOR PLAN SUPERVISOR

THIS AMENDMENT TO AGREEMENT FOR PLAN SUPERVISOR ("Amendment") between City of Broken Arrow ("Plan Sponsor") and CoreSource, Inc. ("Health Benefits") is effective January 1, 2020 (the "**Amendment Effective Date**"). Each of Plan Sponsor and Health Benefits are referred to in this Amendment as a "party" and collectively as the "parties".

WHEREAS, Plan Sponsor and Health Benefits desire to amend and modify that certain Agreement For Plan Supervisor effective as of January 1, 2016 among the parties, (the "**Agreement**") as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual promises and the provisions set forth in this Amendment, the parties agree as follows:

Section 1. Definitions. Capitalized terms not otherwise defined in this Amendment, or for which a definition is not specifically indicated, shall have the meanings ascribed to such terms in the Agreement.

Section 2. Amendments to the Agreement. The Agreement is amended and modified as set forth below:

a) As a result of a name change, all references to "CoreSource, Inc." shall be changed to "Trustmark Health Benefits, Inc." and all references to "Plan Supervisor" shall be changed to "Health Benefits".

b) Section 4.01 of the Agreement is hereby deleted in its entirety and replaced with the following:

"4.01 Funding of benefits is the responsibility of Plan Sponsor. Health Benefits will provide Plan Sponsor with periodic (generally weekly) check registers reflecting benefit payments to be funded. As part of Health Benefits' standard funding process, Health Benefits, through its electronic payment vendor, will initiate an ACH debit against the bank account established and maintained by Plan Sponsor for the purpose of funding benefits under the Plan. If the Plan Sponsor elects an alternative funding arrangement, Plan Sponsor shall transfer the appropriate funds to the account designated by Health Benefits upon receipt of the check register or bill. Health Benefits shall cause the release of such funds through its electronic payment vendor upon receipt of the funds or receipt of a check register for which the funding is designated. Health Benefits reserves the right to recover from Plan Sponsor any charges that relate to non-sufficient funds and/or overdraft charges due to shortage, late or no deposit of funds in the Bank Account."

c) New Sections 10.23, 10.24, and 10.25 of the Agreement are hereby inserted as follows:

"10.23 Force Majeure. Except for payment obligations, neither party will be responsible for delays resulting from causes beyond the reasonable control of such party, including without limitation, fire, explosion, flood, war, strike, or riot, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance under this Agreement with reasonable promptness whenever such causes are removed.

10.24 Joint Preparation. The essential terms and conditions contained in this Agreement have been mutually negotiated between the parties hereto and will be construed as if prepared by all parties.

10.25 Electronic Signature and Transmission. Signature pages of this Agreement may be executed via a hand-written signature or electronic signature or mark and the signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means. Each party agrees that its electronic signature will be enforceable as and to the full extent of a hand-written signature as an

original for enforcement/enforceability of this Agreement. Each party will not raise any defenses or invoke regulatory or statutory claim attempting to invalidate the enforceability of this Agreement if an electronic signature or mark is affixed."

- d) Exhibit A to the Agreement is hereby deleted in its entirety, and the new Exhibit A attached hereto is substituted in lieu thereof.

Section 3. Entire Agreement; Effect. This Amendment and the Agreement, as amended hereby, constitute the sole and entire agreement of the parties with respect to the subject matter hereof. Except as specifically set forth herein in this Amendment, all other terms and conditions as set forth in the Agreement, as amended, shall remain in full force and effect, and are not otherwise amended, altered, modified or revised.

Section 4. Counterparts; Facsimile Signatures. This Amendment may be executed in counterparts, each of which shall be effective only upon delivery and all of which shall be taken to be one and the same instrument with the same effect as if each of the parties hereto had signed the same signature page. Any signature hereon may be transmitted by means of facsimile machine, email or other electronic means, and any signature so transmitted shall be deemed a valid, original signature for all purposes.

Section 5. Incorporation. All terms of the Agreement, except those specifically amended hereby, are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment by their respective duly authorized officers as of the date first set forth above.

CITY OF BROKEN ARROW

CoreSource, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

INSTALLATION, ADMINISTRATIVE AND ADDITIONAL SERVICE FEES

Term: effective from January 1, 2020 through December 31, 2020

CITY OF BROKEN ARROW

1. The following information is being provided to the undersigned pursuant to Prohibited Transaction Class Exemption 84-24 issued by the U.S. Department of Labor in order to exempt the proposed transactions between the Plan, Plan Sponsor and Health Benefits, from any applicable prohibited transaction or provisions of ERISA. The following information is being provided to permit Plan Sponsor, as Plan Administrator to determine the compensation received by Health Benefits in the form of commissions, service fees and other similar payments is reasonable, that the services provided are necessary for the operation of the Plan and the provision of services by Health Benefits is in the best interest of the Plan.
2. The commission, installation, service fees, compensation arrangements and other similar payments to be provided under the Agreement are as set forth below. It is understood, however, that PPO Access Fees and other vendor fees, if applicable, are subject to the terms and conditions of the underlying agreement and may be subject to change at times other than the renewal date of this Agreement.

3. Pursuant to the Agreement, Plan Sponsor shall remit to Health Benefits the following administrative fees and other costs:

Description of Service for the City of Broken Arrow Employee Health Care Plan.

<u>Product/Service</u>	<u>Per employee per month</u>
•Medical Administration Fee	\$ 14.30

4. In addition to the basic administrative services listed above, Plan Sponsor has agreed that the following services are to be performed by Health Benefits pursuant to the terms and conditions set forth in the applicable Addendum, or other description of services:

- ☒ **Aetna Signature Administrators Network Arrangement (Health Benefits Contract) – per employee per month**

<u>Description of Fee</u>	<u>Total Fee</u>	<u>Fee to Vendor</u>
• Aetna (2.0) Signature Administrators Network Access Fee*	\$13.00	\$ 12.50
• Aetna IOE Transplant Program	Included in Network Access Fee	

First month of Aetna access fees are free

Plan Sponsor has indicated that it wishes Health Benefits to provide Plan Sponsor with access to the Aetna Signature Administrators® program ("ASA"). In order to access ASA services, Plan Sponsor understands and agrees that it shall be required to execute and abide by the terms of the Managed Care Services Agreement ("ASA Agreement"). Plan Sponsor's failure to comply with the terms of this Agreement and the ASA Agreement may result in termination of Plan Sponsor's access to ASA, in accordance with the terms of those contracts.

- ☒ **Include Sutter Health and its affiliates' facilities and providers (Sutter) in Aetna Signature Network. Plan Sponsor agrees to the following requirements:**

Sutter physicians determine whether services are medically necessary, non-experimental or non-investigational; therefore, no medical necessity, investigational or experimental exclusions or criteria shall be applied by Health Benefits to Sutter claims. The Plan Document shall be consistent with these requirements (Amended Plan Document). Plan Sponsor agrees to arbitrate any disputes with Sutter and Aetna. Plan Sponsor agrees to all other Sutter requirements as set forth in the Sutter and Aetna agreement as amended, which is available pursuant to an executed Aetna non-disclosure/confidentiality agreement. Plan Sponsor agrees to obtain written approval of its Amended Plan Document from its stop loss insurance carrier, and agrees that failure to obtain such written approval may result in the denial of stop loss insurance coverage for Sutter claims.

Network Providers are solely responsible for the provision of medical care to Participants and exclusively maintain the physician/hospital-patient relationship with Participants. Health Benefits is neither directly nor indirectly a provider of medical services, and Health Benefits does not certify or guarantee the care or quality of care rendered by any network provider.

Health Benefits does not warrant, certify or guarantee the performance of Aetna Life Insurance Company with respect to its obligations under the agreement it maintains with Health Benefits or the Managed Care Services Agreement with Plan Sponsor, and Health Benefits is not liable under this Agreement for any breach of or failure on the part of Aetna Life Insurance Company under the Managed Care Services Agreement with Plan Sponsor.

<input checked="" type="checkbox"/> CERiS Enhanced Bill Review Services (Health Benefits contract) - % of Savings*			
<u>Description of Fee</u>	Total Fee	Fee to Vendor	Fee to Health Benefits
<ul style="list-style-type: none"> CERiS Bill Review Services Fee (CorVel Corp) (Fee capped at \$25,000 per claims) 	30% of Savings	19.75% of Savings*	10.25% of Savings

**Savings is defined as the network allowable amount less the recommended payment amount resulting from the Enhanced Bill Review (CERiS) services.*

<input checked="" type="checkbox"/> Claim Appeal Determination Addendum	No Additional Charge
--	----------------------

<input checked="" type="checkbox"/> COBRA Administration Services Addendum	Total Fee
<u>Description of Fee</u>	
<ul style="list-style-type: none"> COBRA Administration Fee Plan Sponsor shall provide initial COBRA notice 	\$1.55 per employee per month

- ☒ **Custom Services**
1. Review Plan Sponsor's existing Plan Document, and provide a draft of a new Plan Document;
 2. Prepare Participant identification cards, as applicable, which identify how to make inquiries on eligibility and coverage;
 3. Send eligibility information electronically to other Plan vendors, as required, all in a format specified by Health Benefits.

<input checked="" type="checkbox"/> Edge Services Addendum	Total Fee	Fee to Vendor
<u>Description of Fee – % of Savings*</u>		
<ul style="list-style-type: none"> Out of Network Claim Review <ul style="list-style-type: none"> Complementary Network Discounts Negotiated Discounts 	30% 30%	7.25% 7.25%
<i>(*The "amount saved" is defined as the difference between those Provider charges which are eligible under the Plan and the negotiated payment.)</i>		
<ul style="list-style-type: none"> Provider Billing Analysis and Fraud Review Services <ul style="list-style-type: none"> Fraud Services Waste & Abuse Services 	Hourly Rate (based on review/service) 30%	22%
<i>(*Savings is defined as the difference between the billed charge and the negotiated contract rates.)</i>		

Note: Any of the above vendors may be used to provide services.

<input checked="" type="checkbox"/> Escheat Services	Total Fee
<u>Description of Fee</u>	
<ul style="list-style-type: none"> Escheat services for non-ERISA self-funded clients 	No Charge

<input checked="" type="checkbox"/> Golden Triangle Dialysis Network	Total Fee	Fee to Vendor
<u>Description of Fee – % of Savings* (Out of Network Only)</u>		
Golden Triangle Access Fee	30%	15%
<i>*Savings is defined as the difference between the billed charge and negotiated contract rate.</i>		

Form 1099s, when applicable, for Healthcare Bluebook rewards. Health Benefits does not provide tax or legal advice.

☒ **Health Care Management Services**

Total Fee

Description of Fee

- Review (Aetna 2.0 American Health Holdings ("AHH"))
(Includes Utilization Review, Large Case Management) \$ 4.25 per employee per month
- Special Delivery \$0.75 per employee per month

☒ **Other Services and Expense Reimbursements**

Description of Fee

- Broker Fee (Medical) \$10.75 per employee per month
- CoreReport Fee (Deerwalk, Inc.) Included in Medical Administration Fee
- EDI Outbound Files Fee Included in Medical Administration Fee
- Identification Cards Actual Cost
- Implementation/Set-up Fee \$3500 one-time fee
- Medical Records Fees Actual Cost
- Other Miscellaneous Expenses Actual Cost
- Physician Reviews (medical/dental) Actual Cost
- Postage Costs Actual Cost
- Printing Costs Actual Cost
- Run-Out Claims Fee 125% of the current Medical Administration Fee per month for the first three months, payable in advance; \$25 per Explanation of Benefits thereafter
- SBC Fee \$150.00 per plan
- SPD/Plan Document \$150.00 per document

Health Benefits may assign or subcontract a portion of its duties to others, including an affiliate, Trustmark Insurance Company.

☒ **Performance Guarantees Addendum**

Refer to Addendum

- Claim Financial Accuracy Claim Administration applies to Medical claims and refund applies only to Medical Administration Fees
- Claim Turnaround Time Claim Administration applies to Medical claims and refund applies only to Medical Administration Fees
- Average Speed of Answer refund applies only to Medical Administration Fees.
- Call Abandonment Rate refund applies only to Medical Administration Fees.

The application of performance guarantees shall be for a term of not less than an annual period.

☒ **Prescription Drug Card Administration (Plan Sponsor contract - Navitus)**

Description of Fee

- PBM Integration Fee Included in Medical Administration Fee

Prescription Drug Service (Health Benefits has no contract with prescription drug vendor)

1. Provide the prescription drug vendor with a description of benefits as established in the Plan, and appropriate eligibility information that was furnished by Plan Sponsor.
2. Timely request funding from Plan Sponsor for prescription drug claims and administrative expenses of the Plan.
3. Coordinate receipt of electronic claim data with prescription drug benefit manager for reporting purposes.

☒ **Wellness Credit**

\$2000.00

- Wellness Credit is subject to the following:

1. Plan Sponsor providing Health Benefits an invoice detailing the expenses incurred for the Wellness Program
2. Health Benefits review and approval of such submitted expenses

5. STOP LOSS SERVICES

☒ **Stop Loss Services**

1. Assist Plan Sponsor or the Plan in securing and placing stop-loss for Plan Sponsor or the Plan. Plan Sponsor shall have final authority to decide whether to purchase stop-loss, the type, level of coverage, and particular insurer.
2. In the event Plan Sponsor purchases a stop-loss policy permitting "advanced funding" of reimbursement claims before (or simultaneously with) payment by the Plan of associated medical expenses, Plan Sponsor hereby acknowledges and agrees:
 - A. Health Benefits did not recommend that Plan Sponsor purchase such a stop-loss policy;
 - B. Health Benefits will not seek advance funding for any individual provider bill of less than \$5,000.
 - C. Plan Sponsor's funding obligations remain the same, notwithstanding the purchase of such a stop-loss policy;
 - D. Health Benefits shall be relieved of all claim processing duties it has under this Agreement or under ERISA to the extent those duties cannot be properly carried out during the pendency of an "advanced funding" stop-loss claim; and
3. Notwithstanding the foregoing, for any benefit claim received by Health Benefits during the last fourteen (14) days of any stop-loss year, Health Benefits may, but shall in no event be under any obligation to, discharge its duties under this section in such manner as may be required to cause the applicable reimbursement to Plan Sponsor or the Plan to occur as part of the same stop-loss year.
4. Provide tracking and claim filing services to the stop-loss carrier of Plan Sponsor or the Plan, if applicable.

6. Commissions/premiums on insurance policies are payable as set forth below.

Carrier: Partners Managing General	Premium	Commissions Payable To:	
		Health Benefits	Broker
Specific Stop Loss Employee	\$ 55.86	0%	0%
Specific Stop Loss Family	\$170.18	0%	0%
Aggregate Stop Loss	\$ 4.11	0%	0%
Other Insured Coverages	N/A		

ACKNOWLEDGMENT AND APPROVAL

The undersigned Plan Sponsor hereby certifies that he/she (1) is authorized to sign on behalf of the Plan Administrator and the Plan, (2) acknowledges receipt of the foregoing explanation of services and fees and has read and understands it, and (3) approves the purchase of such insurance (if applicable) and the payment to Health Benefits of such sales commissions, service fees and other compensation arrangements as listed. The addenda attached hereto are hereby incorporated into the Agreement.

PLAN SPONSOR & PLAN ADMINISTRATOR

Signature

Print Name

Title: _____

Date: _____

TRUSTMARK HEALTH BENEFITS, INC.

Signature

Print Name

Title: _____

Date: _____

APPROVED AS TO FORM:



Deputy City Attorney

Aetna Signature Administrators® PPO
Managed Care Services Agreement

This **Aetna Signature Administrators® PPO Managed Care Services Agreement** (the “Agreement”) is entered into, between Aetna Life Insurance Company, on behalf of itself and its applicable affiliates (“Aetna”) and City of Broken Arrow a self-funded plan sponsor (“Customer”) (together, the “Parties”) as of the Effective Date shown below.

Third Party Administrator (“TPA”): CoreSource, Inc.

EFFECTIVE DATE: January 01, 2020

1. TERM

This Agreement begins on the Effective Date, continues for an initial term of one (1) year, and then automatically renews for consecutive one (1) year terms. The Agreement may be terminated by either Party, for any reason or no reason at all, with at least ninety (90) days advance written notice to the other Party. Additional termination provisions are included in the Agreement.

2. DEFINITIONS

- 2.1. Applicable Law. All applicable Federal and states laws, regulations and governmental directives related to this Agreement, including, but not limited to, ERISA, ACA, HIPAA and applicable federal and state privacy laws and regulations.
- 2.2. Aetna/TPA Agreement. The Network Administration, Coordination and Oversight Agreement between Aetna and TPA, which enables Customer to contract directly with Aetna for the ASA Program, as further described in this Agreement.
- 2.3. Customer/TPA Agreement. The administrative services agreement between Customer and TPA, through which Customer contracts with TPA to obtain third party claims administration and related services. I need the TPA agreement that is referenced that the City will enter into with TPA?
- 2.4. ASA Program. The Aetna Signature Administrators(s) program, which offers health care provider network, risk assumption, medical/case management and/or other services to Customer, as further described in this Agreement.
- 2.5. Provider Contract Rates. The contract rates and terms negotiated by Aetna and Participating Providers with respect to the Participating Providers’ network participation with the ASA Program.
- 2.6. Covered Services. Those health care and related services for which a Member is entitled to receive coverage under the Plan, and that are rendered by Participating Providers in accordance with this Agreement.
- 2.7. Member. A person covered by or enrolled in the Plan. Member includes the subscriber and any of the subscriber’s eligible dependents.
- 2.8. Participating Provider. A health care provider that participates as an in-network provider for the ASA Program.

- 2.9. Plan. Customer's self-funded health benefits plan(s).
- 2.10. Services. The Services provided by Aetna to Customer under the ASA Program.
- 2.11. Service Fees. The service fees payable by Customer to Aetna in exchange for the ASA Program.
- 2.12. Stop Loss Policy. The separate stop loss policy, effective 7/1/20, between Aetna and Customer for which a portion of the financial risk for the Plan is borne by Aetna.

3. ASA PROGRAM ACCESS

- 3.1. Customer understands that access to the ASA Program is subject to the following rules and agrees to the following:
 - 3.1.1. Customer/TPA Agreement. Customer will maintain, throughout the term of this Agreement, a Customer/TPA Agreement with TPA and will comply with the terms of that agreement.
 - 3.1.2. Utilization Management/Case Management. Customer understands that TPA may be subject to an agreement with an Aetna affiliate to obtain a range of utilization management and/or case management services that may be provided to the Plan. Consistent with that contract, Customer agrees that it may not use any third party other than TPA to perform utilization management and/or case management services for Plan in-network claims, except as specifically agreed in advance, in writing, by Aetna. Customer understands that Aetna reserves the right to perform case management with respect to any Member.
 - 3.1.3. Stop Loss. Customer agrees to maintain an in-force Stop Loss Policy, starting 7/1/20, throughout the term of this Agreement.
 - 3.1.4. Claim and Clinical Policies. Customer acknowledges that, consistent with the Aetna/TPA Agreement, access to the ASA Program is subject to the application of certain Aetna claim and clinical policies, including, but not limited to, Aetna's Clinical Policy Bulletins (CPBs) as amended from time to time.

4. SERVICE FEES AND PAYMENT OBLIGATIONS

- 4.1. Service Fee Amounts.
 - 4.1.1. As of the Effective Date, the Service Fees are:
\$12.50 per employee per month
- 4.2. Service Fee Increases. After each annual period that this Agreement is in effect, Aetna may increase the Service Fees by providing Customer (via TPA) with written notice of the new Service Fees, at least ninety (90) days prior to the start of any annual renewal period; no amendment to this Agreement shall be required and increases will automatically take effect upon the renewal date, unless this Agreement is terminated prior to the renewal date.
- 4.3. Customer Obligation to Make Payment. Funding of claims from Participating Providers, Service Fees and any applicable Stop Loss Policy premiums is the obligation of Customer. Although claims processing and fee/premium remittance functions may be delegated by Customer to its contracted TPA, in the event that TPA does not forward payment to Participating Providers and/or

fails to remit Service Fees and applicable Stop Loss Policy premiums to Aetna, in a timely manner, Aetna may demand and collect such payments/amounts directly from Customer.

5. MEMBER ELIGIBILITY

- 5.1. Eligibility Information. Customer agrees to supply TPA, electronically, with all industry-standard information regarding the eligibility of Members. Customer agrees that Aetna will not be responsible in any way for any delay or error caused by: (i) Customer's failure to furnish complete and accurate eligibility information to TPA; or (ii) TPA's failure to correctly administer accurate eligibility information, in a timely manner.
- 5.2. Retroactive Member Terminations. Customer understands and agrees that, while Aetna will use commercially reasonable efforts to cooperate with Customer in making retroactive adjustments to Customer's bills for terminated Members, a maximum of three (3) month's credit for Member terminations will be provided.

6. FUNDING OF CLAIMS

- 6.1. Participating Provider Claims. Customer agrees to promptly fund claims for Covered Services, in accordance with Applicable Law, the terms of the Customer/TPA Agreement, and the Provider Contract Rates.
- 6.2. Provider Contract Rate Application. Customer understands and agrees that no rates other than the Provider Contract Rates may be applied to claims for Covered Services and that no reductions or administrative fees of any kind (e.g., reasonable and customary adjustments) shall be applied to or against the Provider Contract Rates. Customer understands that retroactive adjustments are occasionally made to the Provider Contract Rates (e.g., because the federal government does not issue cost of living data in sufficient time for an adjustment to be made on a timely basis, or because contract negotiations were not completed by the end of the prior rate period). Customer's obligation to fund amounts related to such adjustments will survive the termination of this Agreement.
- 6.3. Participating Provider Contract Requirements. Customer specifically understands that certain network participation agreements with Participating Providers may be negotiated on a case by case basis and may include special requirements (e.g., limits on retrospective audits or precertification requirements; unique arbitration provisions). Customer shall cooperate fully with TPA's administration of claims in accordance with the applicable Participating Provider's network agreement, including any specially negotiated terms in that contract. Customer understands that the Provider Contract Rates may include, but are not limited to, various methodologies, such as value based contracting terms, risk share components and/or other similar arrangements. Customer understands that Customer's or TPA's failure to comply with the terms of a Participating Provider agreement (including, but not limited to timely claim payment provisions) may result in the loss of the discount/Provider Contract Rate offered by the Participating Provider.

7. PLAN INFORMATION AND BENEFIT REQUIREMENTS

- 7.1. Plan Information. Customer will provide or instruct TPA to provide Aetna with: (i) all Plan documents within (15) days of Aetna's request; and (ii) reasonably necessary information requested by Aetna regarding administration of the Plan. Customer agrees that Aetna will not be responsible in any way for any delay or error caused by Customer's or TPA's failure to furnish correct Plan documents or relevant information regarding Plan administration in a timely manner.

- 7.2. Plan Design. Customer agrees that the Plan will utilize a preferred provider organization (PPO) benefit model, with no primary care physician referrals required, and that it will contain a minimum twenty percent (20%) coinsurance differential between in-network (preferred) and out-of-network (non-preferred) benefits. (For purposes of illustration, if the out-of-network benefits have a 70/30% coinsurance, then the in-network coinsurance shall be at least 90/10%). If a Plan utilizes copayments, then the differentials for in-network versus out-of-network benefits shall be actuarially comparable to the coinsurance differentials set forth above. A minimum of 80% of the membership under the Plan must access the Aetna network. ASA may not be offered alongside a reference based pricing plan option. For purposes of clarification, the term “reference based pricing” includes, but is not limited to, plan coverage set at a percentage of Medicare allowable charges or other pricing reference point (e.g., FairHealth database).

8. NETWORK

- 8.1. Participating Provider Network. Aetna will make available to Customer its network of Participating Providers for the ASA Program. Customer understands that Aetna has no obligation to make any specific health care provider(s) available to Members. Customer acknowledges that Aetna does not provide medical care or treatment and that Participating Providers are solely responsible for the care and treatment they provide; that Participating Providers are not employees or agents of Aetna; and that Aetna is not responsible for clinical outcomes.
- 8.2. Aetna Institutes of Excellence™. Customer agrees that Aetna’s network of participating facilities for transplant and transplant-related services (known, as of the Effective Date, as the Institutes of Excellence® transplant network) will be included with the Plan and utilized as the primary transplant network for Plan.

9. TERMINATION

- 9.1. Customer understands and agrees that Aetna may terminate Customer’s access to the Services (and, thereby, this Agreement) under the following circumstances:
- a. If Customer fails to respond within five (5) business days of written notice by Aetna or TPA to provide funds for the payment of claims to Participating Providers, Aetna shall have the right to suspend Services until the requested funds have been provided; Aetna may terminate the Agreement immediately upon transmission of notice to Customer by mail, facsimile transmission or other means of communication (including electronic mail).
 - b. If Customer fails to pay Service Fees within thirty (30) calendar days of written notice of unpaid Service Fees by Aetna or if TPA fails to forward payment to Aetna, Aetna shall have the right to suspend Services until the Service Fees have been paid; Aetna may terminate this Agreement immediately upon transmission of notice to Customer by mail, facsimile transmission or other means of communication (including electronic mail).

In the event of the termination of the Aetna/TPA Agreement, Customer/TPA Agreement or the Stop Loss Policy, for any reason, this Agreement shall terminate automatically. Unless the Agreement is terminated by Aetna due to Customer’s breach of its provisions, Aetna will continue to perform Services for benefits under the Plan that were incurred prior to but not processed as of

the termination date, and which were received by Aetna not more than twelve (12) months following the termination date, subject to Customer's continued compliance with this Agreement.

10. CONFIDENTIALITY

Without limiting any obligations contained in the Agreement, Customer understands and agrees that Aetna's data, procedures, materials, lists, systems and other non-publicly available information, including, but not limited to, Provider Contract Rates, Participating Provider agreements and Service Fees, and any summaries or abstracts thereof (together, the "Confidential Information") are confidential and proprietary to Aetna, and Customer agrees that it will not provide any Confidential Information to any third party without Aetna's prior written consent, unless required by law. AETNA hereby understands that the Customer will abide by the Oklahoma Open Records Act. Customer further agrees that it will not use the Confidential Information or portions thereof, for any purpose other than to perform its obligations under this Agreement. Aetna's confidentiality obligations with respect to the information of Plan members ("Members") are set forth in the Business Associate Agreement between Aetna and TPA.

11. AETNA NOT CLAIMS FIDUCIARY

Customer agrees that, under no circumstances shall Aetna or any of its affiliates be considered the "appropriate named fiduciary" for purposes of reviewing denied claims under the terms of the Plan and that none of its Plan materials or other communications to Members shall contradict this provision.

12. INDENDENT CONTRACTORS

Aetna and Customer are independent contractors and not employees or agents of each other. Customer understands and acknowledges that Aetna is neither the insurer nor third party administrator of the Plan and that, under no circumstances, is Aetna responsible for making or confirming eligibility decisions or coverage determinations, or for funding provider claims or other charges. Therefore, to the extent permitted by law, Customer hereby agrees to indemnify and hold harmless Aetna and its affiliates from and against that portion of any and all claims, liabilities, causes of action, judgments, damages, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) (collectively, "Claims") arising directly from: (a) Customer's breach of its obligations under this Agreement including, but not limited to, Customer's failure to provide timely, accurate eligibility information regarding a Member to TPA and/or a Participating Provider; and/or (b) the funding, administration, processing, determination or denial of a claim under a Plan (provided that Customer shall not be responsible for indemnifying Aetna for any claims administration error that is solely and directly the result of Aetna's negligence). Aetna agrees to discharge its obligations under this Services Agreement with that level of reasonable care which a similarly situated provider of network and related services would exercise under similar circumstances and agrees to indemnify and hold harmless Customer from and against that portion of any Claims arising directly from Aetna's failure to provide the Services in accordance with that standard of care.

12.1. Use of Name. Customer agrees that Aetna may make lawful references to Customer in informing health care providers as to the organizations and plans for which Services are to be provided.

12.2. Compliance. Customer agrees that it shall, throughout the term of this Agreement, operate and administer the Plan and perform its obligations hereunder in compliance with Applicable Law. Aetna agrees that it shall, throughout the term of this Agreement, operate in material compliance with Applicable Law related to the performance of its obligations under this Agreement.

13. MISCELLANEOUS

- 13.1. Subject to the terms of the separate Stop Loss Policy, this Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous oral or written communications or proposals not expressly included herein. This Agreement may be amended only upon the mutual written agreement of Aetna and Customer or as required (in Aetna's determination) by Applicable Law. To the extent not preempted by Federal law, this Agreement shall be governed by the laws of the State of Connecticut. This Agreement may not be assigned or delegated, in whole or in part, by Customer. In the event that any provision of this Program Agreement is deemed unenforceable, such provision shall be severed and the remaining provisions shall continue to apply in full force and effect. By executing this Agreement, Customer acknowledges and agrees that it has had the opportunity to review the Agreement with the counsel of its choice and intends to be legally bound by the same. The waiver by either Party of a breach or violation of any provision of this Agreement will not operate as or be construed to be a waiver of any subsequent breach of this Agreement. Other than as expressly set forth in this Agreement, no third persons or entities are intended to be or are third party beneficiaries of or under the Agreement, including, but not limited to, Members. Headings in the Agreement are for convenience only and do not affect the meaning of the Agreement.
- 13.2. Dispute Resolution and Mediation. Aetna will provide an internal mechanism under which Customer can raise issues, concerns, controversies or claims regarding the obligations of the Parties under this Agreement. Customer will exhaust Aetna's internal mechanism before instituting any arbitration or other permitted legal proceeding. The Parties agree that any discussions and negotiations held during this process will be treated as settlement negotiations and will be inadmissible into evidence in any court proceeding, except to prove the existence of a binding settlement agreement.
- 13.3. Insurance. Each Party agrees to maintain industry standard insurance coverage or a comparable program of self-insurance.
- 13.4. Limitation of Liability. A Party's liability, if any, for damages to the other Party related to this Agreement, will be limited to the damaged Party's actual damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES WHATSOEVER. This section will survive the termination of this Agreement.
- 13.5. Notices. Notices required to terminate or non-renew the Agreement must be sent by U.S. mail or nationally recognized courier, return receipt requested, to the applicable Party's most currently updated address. Any other notices required under this Agreement may be sent by letter, electronic mail or other generally accepted media, to the applicable Party's last updated address.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement by their duly authorized officers, intending to be legally bound hereby.

CITY OF BROKEN ARROW

AETNA LIFE INSURANCE COMPANY

By:_____

By:_____

Printed Name:_____

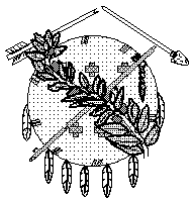
Printed Name:_____

Title:_____

Title:_____

Date:_____

Date:_____



City of Broken Arrow

Request for Action

File #: 19-1350, Version: 1

**Broken Arrow City Council
Meeting of: 11-05-2019**

Title:

Approval of and authorization to execute Amendment No. 1 to the License and Services Agreement between the City of Broken Arrow and Tyler Technologies

Background:

The City Council approved the License and Service Agreement with Tyler Technologies for the new Enterprise Resource Planning Solution at the July 16, 2019 Council meeting. Staff is recommending two changes be made to this agreement.

The first change results in moving the implementation of the Inventory module from Phase 4 to Phase 1 of the project. This creates a better alignment with the Fleet Maintenance application and auto parts inventory. Also, the Purchasing Requisition application within Tyler's system interfaces directly with the Purchasing inventory that is stored at the Stark Trust building. It makes sense to have these applications implemented at the same time.

The second change is the purchase of System Management Services that was quoted by Tyler Technologies as an optional service for \$45,026.00. System Management Services provides proactive system monitoring of Tyler application availability, server monitoring (Disk, Central Processing Unit (CPU)), Microsoft Windows updates, and monthly system status reports. Also provided, is unlimited remote technical support for troubleshooting and migration of applications to new hardware when needed. Database administration and back-up assistance are also part of the System Management Services being considered.

Funds are available for the purchase of System Management Services through the 2018 general obligation bonds.

Cost: \$45,026.00

Funding Source: 2018 General Obligation Bonds

Requested By: Stephen Steward, Director of Information Technology

Approved By: City Manager's Office

Attachments: Amended License and Service Agreement

Recommendation:

Approve and authorize execution of Amendment No. 1 to the License and Services Agreement with Tyler Technologies.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Broken Arrow, with offices at 220 South 1st Street, Broken Arrow, Oklahoma 74012 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated July 16, 2019 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date.
2. Systems Management Services are invoiced on the Available Download Date and are provided in accordance with the Additional Terms for Tyler Systems Management attached to this Amendment as Exhibit 2. Systems Management Services will renew automatically for additional one (1) year terms at our then-current Systems Management Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
3. Exhibit E (Statement of Work), Section 1.3 - Project Timeline, is hereby amended as follows:
 - a. The Tyler module Inventory is hereby removed from Phase 4 and added to Phase 1. Phase estimated start and end dates shall remain as set forth in the Statement of Work.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE BLOCK FOLLOWS
REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Broken Arrow, OK

By: RL KKH

By: _____

Name: Robert Kennedy Jensen

Name: _____

Title: Director of Contracts

Title: _____

Date: 10/31/19

Date: _____

APPROVED AS TO FORM:

S. Emery
ASSISTANT CITY ATTORNEY



Exhibit 1
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement, as amended pursuant to this Amendment. This Investment Summary is effective as of the Amendment Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Exhibit 1

Quoted By: David Carll
Date: 9/4/2019
Quote Expiration: 3/2/2020
Quote Name: City of Broken Arrow-ERP-TSM Contract
Quote Number: 2019-92796
Quote Description: City of Broken Arrow TSM Service Quote v1 090519

Sales Quotation For

City of Broken Arrow
220 S 1st St
Broken Arrow, OK 74012-4152
Phone +1 (918) 259-2400

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Additional:						
Tyler System Management Services Contract	\$0.00	0	\$0.00	\$0.00	\$0.00	\$45,026.00
TOTAL:	\$0.00	0	\$0.00	\$0.00	\$0.00	\$45,026.00

Summary**One Time Fees****Recurring Fees**

Total Tyler Software	\$0.00	\$45,026.00
Total Tyler Services	\$0.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$0.00	\$0.00
Summary Total	\$0.00	\$45,026.00
Contract Total	\$45,026.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Tyler System Management Services is calculated at 25% of the Munis annual maintenance. There is a \$2,500 minimum annual fee.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

Comments

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.



Exhibit 2

Additional Terms for Tyler Systems Management

The City of Broken Arrow ("Client") agrees to purchase, and Tyler Technologies, Inc. ("Tyler") agrees to provide, the services listed below in accordance with the following terms and conditions. The services described below shall be provided for the internal business operations of the Client.

I. Term.

The Term for Tyler Systems Management ("TSM") Services is effective as of the Available Download Date, as defined in the License and Services Agreement dated July 16, 2019 ("Agreement") between Tyler and the Client, and shall remain in force for an initial one (1) year term. Upon expiration of that initial term, Tyler Systems Management Services will automatically renew for additional one (1) year terms, at Tyler's then-current rates, unless terminated by either party at least thirty (30) days' in advance of the upcoming renewal date.

II. Payment:

1. As set forth in the attached Amendment, the Client agrees to pay Tyler the year one fee for the services described below. This payment is due and payable as indicated in the Amendment. Thereafter, payments for any renewal period will be due annually in advance. Payment terms are net forty-five (45) days from invoice date.
2. Additional Charges. Any systems management services and/or related materials performed or supplied by Tyler for the Client that are not in-scope, as defined herein, will be invoiced to the Client on a time and materials basis at Tyler's then-current rates

III. Covered System:

Window Servers that are required to run the Tyler Munis applications licensed by the Client pursuant to the Agreement.

IV. Scope of Services: Tyler will provide the following services for the benefit of Client:

- a. TSM Services is available during Tyler's then-current business hours. Tyler's current business hours are set forth at <http://www.tylertech.com/client-support>. Client may contact a TSM technician using the contact information set forth at <http://www.tylertech.com/client-support>. Calls will be recorded and answered on a first in first out basis, except on reports that declare Client's system down, in which case Client's call will be moved to the head of the queue.
- b. TSM Services are restricted to the primary production server(s) that the Tyler Software subject to this Exhibit is installed on.



- c. Environments: Database administration services are restricted to three (3) Tyler environments: one live environment, one training environment, and one test environment. In cases where additional databases exist, each additional database will be subject to additional fees, which Tyler will quote to Client at Tyler's then-current rates.
- d. Application Software: In-scope TSM Services include two complete sets of the Tyler Software subject to this Exhibit: one live set and one test/train set.
- e. Required Foundation Software: TSM Services include the support and installation of all foundation software Tyler requires Client to procure to utilize one live, one train and one test database. Required foundation software is set forth at <https://check.tylertech.com/>. Tyler does not support, and this Exhibit does not include support services for, any third party product that is not required foundation software. Tyler will reasonably cooperate with Client in investigating issues within the Tyler Software that may be created by a third party product, but it is Client's responsibility to pursue support on third party products directly from that vendor or its authorized partners.
- f. Tyler will also perform system administrative tasks on the installed operating system and database administrative tasks on the installed database engine software.
- g. Tyler will also provide a remote installation and configuration of a new or upgraded server, at Client's request, once every two (2) years.

V. Client Responsibilities:

- a. Client shall provide, at no charge to Tyler, full and free access to the programs covered hereunder, including working space; adequate facilities within a reasonable distance from the equipment; and use of machines, attachments, features, or other equipment necessary to provide the specified support and maintenance service.
- b. Client shall install and maintain for the duration of TSM Services a stable high speed network connection available for remote connections. Client shall pay for installation, maintenance and use of such equipment and associated communication line use charges. Tyler, at its option, shall use this remote interface in connection with error correction.



City of Broken Arrow

Request for Action

File #: 19-1273, **Version:** 1

**Broken Arrow City Council
Meeting of: 11-5-2019**

Title:

Approval of and authorization to execute Amendment Number 1 to Agreement for Professional Services with Poe and Associates, Inc. for providing additional design services for the Aspen and Washington Street Improvements project (Project No. ST1705)

Background:

The City had previously contracted with Poe and Associates, Inc. to prepare construction documents for the improvements of the Aspen and Washington intersection. This amendment is to add beautification items to the improvements and to prepare plans to replace and relocate an existing deteriorated 10" waterline with a new 12" waterline outside of the improved paved intersection.

Cost: \$30,500.00

Funding Source: 2018 Streets GO Bond

Requested By: Kenneth D. Schwab, P.E., CFM, Assistant City Manager - Operations

Approved By: City Manager's Office

Attachments: Amendment Number 1

Recommendation:

Approve and authorize execution of Amendment Number 1 to Agreement for Professional Services with Poe and Associates, Inc.

**AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
POE AND ASSOCIATES, INC**

**PROJECT NAME: ASPEN AND WASHINGTON STREET IMPROVEMENTS
PROJECT NO. ST1705**

THIS **AMENDMENT NO. 1**, made and entered into this ____ day of _____ 2019, by and between the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation of the State of Oklahoma, hereinafter referred to as "CITY", and Poe and Associates, Inc, hereinafter referred to as "ENGINEER";

WITNESSETH:

WHEREAS, CITY and ENGINEER entered into an Agreement dated JANUARY 17, 2017. "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires ENGINEER to design and prepare the construction plans for the improvements to the intersection of Washington Street and Aspen Avenue, to a distance of approximately 600 feet beyond the intersection in each direction.

WHEREAS, CITY and ENGINEER propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to add the following items to the design and the construction plans for the intersection improvement.

Task 1:

1. Remove alternate asphalt intersection reconstruction typical and details from the plans.
2. Add decorative surface treatment for pedestrian cross walks within the intersection limits
3. Add internally illuminated LED street signs on traffic signal poles.
4. Paint the existing traffic signal poles and mast arms (color to be black)
5. Update roadway and traffic signal pay items and notes
6. Update affected plan sheets and index due to these changes

Task 2:

1. Provide construction plans for the upgrade of the existing 10" City of Broken Arrow waterline. The existing 10" waterline shall be replaced with a 12" waterline relocated outside the roadway between the sidewalk and roadway curb along the West and East leg of Washington Avenue improvements and along the North leg of Aspen Avenue improvements. The 12" waterline to the South along Aspen Avenue shall remain in place. (See attached City of Broken Arrow exhibit) Waterline relocation plans shall be included in the roadway improvement project

plans.

WHEREAS, the ORIGINAL AGREEMENT and Amendment No. 1 shall hereinafter collectively be referred to as the "Agreement"; and

WHEREAS, funding is now available for said additional services; and

WHEREAS, ENGINEER is prepared to provide said additional services identified in this Amendment.

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree to amend the Agreement as follows:

1. PROJECT SCOPE.

This Amendment requires ENGINEER to add the following items to the design and the construction plans for the intersection improvement.

Task 1:

1. Remove alternate asphalt intersection reconstruction typical and details from the plans.
2. Add decorative surface treatment for pedestrian cross walks within the intersection limits
3. Add internally illuminated LED street signs on traffic signal poles.
4. Paint the existing traffic signal poles and mast arms (color to be black)
5. Update roadway and traffic signal pay items and notes
6. Update affected plan sheets and index due to these changes

Task 2:

1. Provide construction plans for the upgrade of the existing 10" City of Broken Arrow waterline. The existing 10" waterline shall be replaced with a 12" waterline relocated outside the roadway between the sidewalk and roadway curb along the West and East leg of Washington Avenue improvements and along the North leg of Aspen Avenue improvements. The 12" waterline to the South along Aspen Avenue shall remain in place. (See attached City of Broken Arrow exhibit) Waterline relocation plans shall be included in the roadway improvement project plans.

2. CHANGE IN CONTRACT AMOUNT.

As compensation for the additional work, CITY shall pay ENGINEER in accordance with the terms as a change in the contract amount;

Original Contract Amount executed January 17, 2017	\$ 128,000.00
Amendment No. 1	
Task 1	\$ 6,000.00
Task 2	\$ 24,500.00
Subtotal for Tasks 1 and 2	\$ 30,500.00
Revised Total Contract Amount	\$ 158,500.00

3. AMENDED PROJECT SCHEDULE

The schedule for Amendment No. 1 is 45 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.

This Amendment No. 1 is effective upon signature of both parties.

5. ENGINEER PROPOSAL

The consultant's proposal from the ENGINEER for these additional services is included in Attachment A

Except as amended hereby, all terms of the Agreement shall remain in full force and effect without modification or change.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT, in multiple copies on the respective dates herein below reflected.

OWNER:

City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:

Poe and Associates, Inc.

By: James R. Hemphill
James R. Hemphill, P.E.
Vice President

Date: 10/3/19

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: Katherine R. Hacks
ASSISTANT CORPORATE SEC.
Official's Full Name, Office

Date: 10-3-19

Approved as to form:

[Signature]
Assistant City Attorney

VERIFICATION

State of OKLAHOMA)
) §
County of TULSA)

Before me, a Notary Public, on this 3rd day of October, 2019, personally appeared JAMES R HEMPHILL, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of Poe and Associates, Inc, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

November 18, 2022

Katherine R. Gaches
Notary Public



**ATTACHMENT A
TO
AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
POE AND ASSOCIATES, INC**

**PROJECT NAME: ASPEN AND WASHINGTON STREET IMPROVEMENTS
PROJECT NO. ST1705**

CONSULTANT'S PROPOSAL

Task No. 1

Provide revisions to the completed roadway improvement plans to include the following beautification items and modification to the plans of ST1705.

- Remove alternate asphalt intersection reconstruction typical and details from the plans.
- Add decorative surface treatment for pedestrian cross walks within the intersection limits
- Add internally illuminated LED street signs on traffic signal poles.
- Paint the existing traffic signal poles and mast arms (color to be black)
- Update roadway and traffic signal pay items and notes
- Update affected plan sheets and index due to these changes

Fee: Proposed fee (Lump Sum) for services outlined in Task No. 1: \$6,000.00

Schedule: Work will be completed for Task No. 1 in 30 calendar days

Task No. 2

Provide construction plans for the upgrade of the existing 10" City of Broken Arrow waterline. The existing 10" waterline shall be replaced with a 12" waterline relocated outside the roadway between the sidewalk and roadway curb along the West and East leg of Washington Avenue improvements and along the North leg of Aspen Avenue improvements. The 12" waterline to the South along Aspen Avenue shall remain in place. (See attached City of Broken Arrow exhibit) Waterline relocation plans shall be included in the roadway improvement project plans.

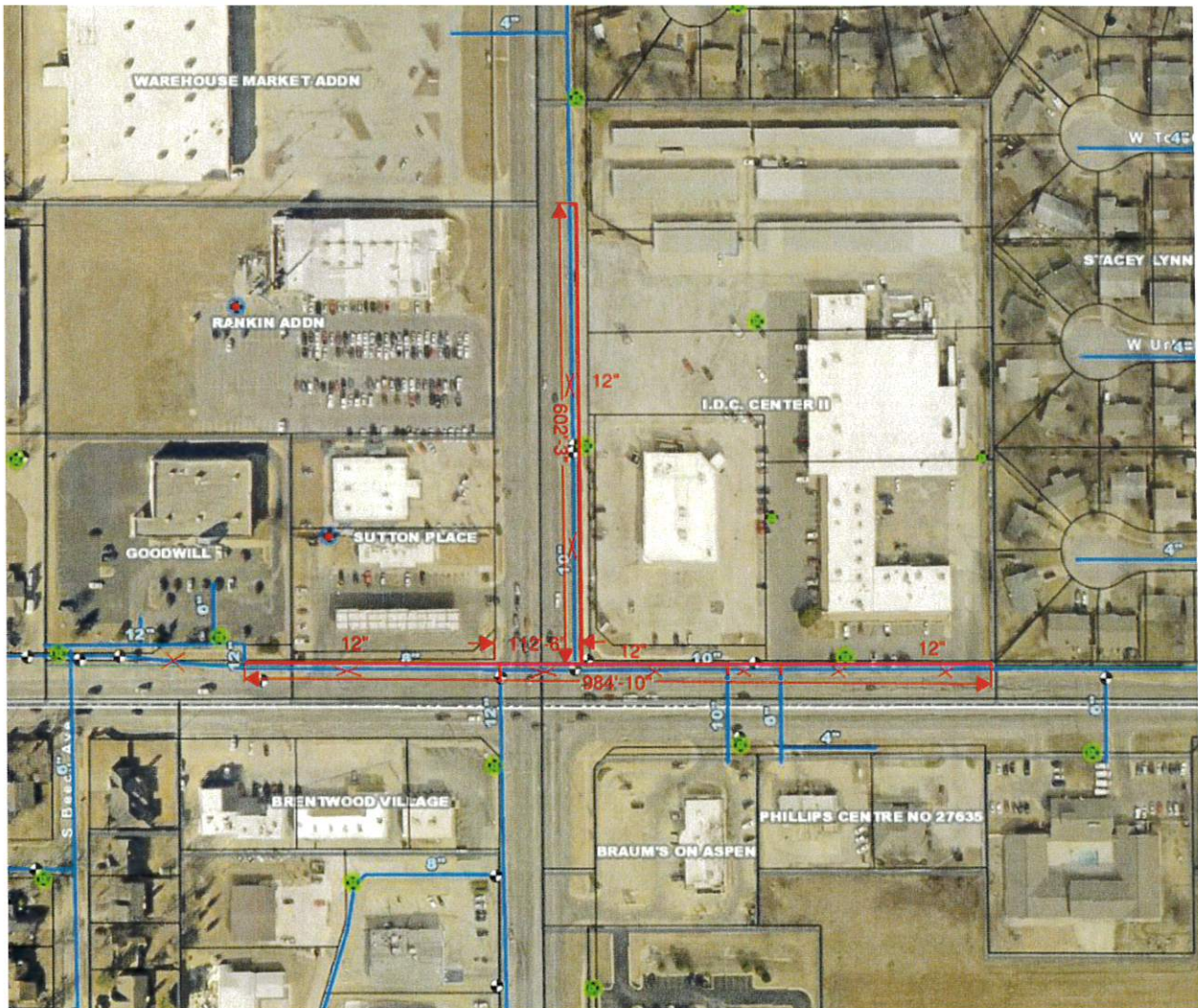
Schedule: Work will be completed for Task No. 2 in 45 calendar days

Fee: Proposed fee (Lump Sum) for services outlined in Task No. 2: \$24,500.00

ATTACHMENT A
TO
AMENDMENT NO. 1
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
POE AND ASSOCIATES, INC

PROJECT NAME: ASPEN AND WASHINGTON STREET IMPROVEMENTS
PROJECT NO. ST1705

City of Broken Arrow Exhibit





City of Broken Arrow

Request for Action

File #: 19-1287, **Version:** 1

Broken Arrow City Council
Meeting of: October 15, 2019

Title:

Notification of City Manager's, Assistant City Manager's and Department Director's execution of Professional Consultant Agreements with a value of less than \$25,000

Background:

The City Manager or his designated representative has the authority to execute Contracts, Change Orders, and Work Orders with a total increase in value of less than \$25,000. Attached is the Professional Consultant Agreement that have been executed since the last City Council meeting. No action is required. This item is for information only.

Cost:

\$15,000.00 for Covington Creek & Tributaries Bank Stabilization.

\$3,180.00 for Relocation of stanchion and all appurtenances for the Florence Street Widening Project (ST1410).

\$425 each for asbestos investigations on the Scooters South Forty (23rd Street Improvement from Houston to Kenosha - ST0914) and Cecil & Chips (Armed Forces Meeting Hall - 191718) properties.

\$24,990.00 for professional surveying and related services on the New Orleans Street sidewalk project, from Aspen Avenue to Elm Place (ST1941).

Funding Source: Various funding sources (i.e.: 2018 GO Bond, 2014 GO Bond, etc.)

Requested By: Kenneth D. Schwab, P.E., Assistant City Manager - Operations

Approved By: City Manager's Office

Attachments: Various Agreements for Professional Consulting Services, Work Pay Agreement

Recommendation:

No action required.

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
COVINGTON CREEK & TRIBUTARIES BANK STABILIZATION
SW2006
ACCOUNT #093-5305-438-70-16**

1. Professional Service Provider:

- a. Name: Tulsa Engineering & Planning Associates, Inc
- b. Telephone No.: 918-252-9621
- c. Address: 9820 E. 41st Street, Suite 102, Tulsa, OK 74146

2. Project Title and Location:

3. Contract for: Providing professional consulting services associated with public works projects for the City of Broken Arrow. Professional services to include HEC-RAS computer modeling to document no adverse impacts for all cost effective options of bank stabilization. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in the Professional Services Contract Special Provisions Attachment, attached hereto and made a part hereof. The Professional Service Provider agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

4. Compensation: Professional Service Provider shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not to Exceed Fifteen Thousand and No/100 (\$15,000.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

5. Invoicing and Payment: The Professional Service Provider shall submit invoices requesting payment for services rendered to the City monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City. Payment will be made within 30 days following the first eligible City Council meeting occurring after the date on the invoice.

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within One-Hundred and Twenty (120) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

7. Liquidated Damages: N/A.

8. Insurance: The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage acceptable to the City on or before the effective date of this Agreement.

9. Immigration Compliance: The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”).

10. Governing Documents: The parties agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Duly Authorized Change Orders arising out of this Contract
- c. Special Provisions set out in this Contract
- d. General Provisions set out in this Contract
- e. Professional Service Provider's Proposal for this Contract

11. Entirety of Agreement: The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

12. Effective Date: This Contract is effective shall be effective upon signature of both parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

City of Broken Arrow:

Professional Service Provider:

Tulsa Engineering & Planning Associates, Inc.

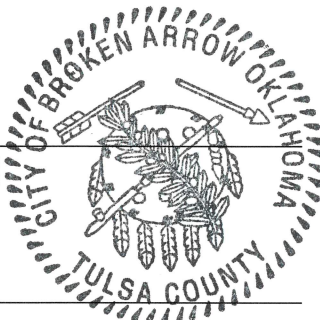
By: Michael L. Spurgeon
Michael L. Spurgeon, City Manager

By: Russell K. Fischer
Russell K Fischer, P.E., President


Date: 10/1/19

Date: 30 SEP 2019

Attest: [Signature]
City Clerk [Seal]



Attest: [Signature]
By: [Signature]
Signature or Corporate Seal



Date: 10/1/19

Title: Kirk Richardson
Kirk Richardson, Corporate Secretary
Date: 9-30-19

Approved as to form:

[Signature] 10/4/19
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
County of Tulsa) §

Before me, a Notary Public, on this 30th day of September 2019, personally appeared Russell K. Fischer, known to me to be the President (Please circle or specify) of (Entity's Full Legal Name) to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.



[Signature]
Notary Public

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
TITLED:
COVINGTON CREEK & TRIBUTARIES BANK STABILIZATION
SW2006
SPECIAL PROVISIONS ATTACHMENT**

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Engineering Consulting and Related Support Services associated with public works projects for the City of Broken Arrow. Work performed under the contract shall be performed on an hourly basis in accordance with the attached hourly rates as requested by the City.

SP- 2.0 SERVICES OF THE CITY: THE CITY WILL:

2.1. Furnish to Professional Service Provider all data in its possession and needed engineering guidance as necessary for the service provider to complete the contract requirements.

2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

SP -3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:

3.1 The Professional Service Provider shall provide Professional Engineering Consulting services as described in the attached work order proposal by Tulsa Engineering & Planning Associates, Inc.

3.2 Work will be billed at the hourly rates attached herein and will include all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF CONTRACT SPECIAL PROVISIONS]

Tulsa Engineering & Planning Associates, Inc.

WORK ORDER PROPOSAL

LEGAL DESCRIPTION:

A registered watercourse located between Oneta Road and Midway Road, within the City of Broken Arrow, being a part of the SW/4 of Section 10, T-18-N, R-15-E, Wagoner County, State of Oklahoma,
Section 10, T-18-N, R-15-E

PURPOSE:

This work order proposal is to assist the CLIENT in the conceptual development for a potential bank stabilization project that may be performed under the City of Broken Arrow Proposition 6 Projects (GO Bond Program) on portions of Covington Creek and Tributaries, which is in the Adams Creek Watershed.

SCOPE OF SERVICES:

SECTION 1.0 – SCOPE OF ENGINEERING CONSULTING SERVICES

- 1.1 HEC-RAS MODELING – Prepare HEC-RAS modeling documenting that there is no adverse impact for all cost effective options of bank stabilization.
- 1.2 FEES - Fees for services in SECTION 1.0 shall be on an “As Needed” Basis Billed Hourly Not To Exceed \$15,000.00, to be payable monthly based upon the percentage of completion. All regulatory agency fees, reproductions, and out-of-pocket expenses applicable to this work will be extra. These expenses are not included in the fee as stated above.

The above scope of work, conditions, and fees are hereby accepted. TEP is authorized to perform the scope of work as specified above. Payment will be made as outlined above. If this agreement is acceptable, please indicate by your signature and return one copy for our files. The return of a signed copy shall be considered our authorization to proceed immediately with the completion of the professional services.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals at Tulsa, Tulsa County, Oklahoma, this 9th day of September, 2019.

Tulsa Engineering & Planning Associates, Inc.
an Oklahoma corporation

City of Broken Arrow

 9/30/19
By: Jack Taber, CEO Date

By: Kenny Schwab, P.E., CFM Date
Assistant City Manager - Operations

PAYMENT TERMS:

Fees for services provided are due upon receipt of the invoice and are not dependent on closing schedules or bank draws. A ten (10) day grace period will be extended to process the invoice. Any invoice extended beyond our terms is subject to a service charge as stated on the invoice. A finance charge will automatically accrue on any invoice unpaid after the ten (10) days at an interest rate of 1.5% per month (18.0% A.P.R.) All work will immediately cease on any account balance remaining unpaid after thirty (30) days from the invoice date. All original documents, tracings, field notes, and/or other information will not be available for the CLIENT'S use until the outstanding invoices are paid. Legal action will be initiated on any account remaining unpaid forty-five (45) days after the invoice date. A Labor and Materialman's Lien will be filed of record, against the CLIENT'S property, to enforce the TEP'S lien rights by the State of Oklahoma Statutes on any account remaining unpaid for forty-five (45) days after the invoice date. The CLIENT agrees to pay all costs incurred by the TEP to collect unpaid fees; i.e. attorney's fees, filing fees, and other related costs of litigation and/or collection.

Tulsa Engineering & Planning Associates, Inc.

ATTACHMENT A

RATES SCHEDULE

PERSONNEL AND EQUIPMENT:

Principal	\$ 176.00/hr.
Associate	\$ 148.00/hr.
Engineer	\$ 152.00/hr.
Surveyor	\$ 120.00/hr.
Land Planner	\$ 120.00/hr.
Project Manager	\$ 132.00/hr.
CAD Technician	\$ 92.00/hr.
Administrative	\$ 72.00/hr.
Field:	
One-Person Survey with GPS or Robotics	\$ 184.00/hr.

REPRODUCTIONS AND EXPENSES:

Out-of-Pocket Expenses	\$ 1.20 x cost
Reproducible	\$ 3.00/s.f.
Non-Reproducible	\$ 0.50/s.f.
CD ROM	\$ 7.50/disk
Report (Standard)	\$ 15.00/book
Report (Drainage Small)	\$ 35.00/book
Report (Drainage Large)	\$ 55.00/book
Xerox Plans (11"x17")	\$ 0.20/sheet
Color Copies (8 1/2"x11")	\$ 1.00/page
Color Copies (8 1/2"x14")	\$ 1.00/page
Color Copies (11"x17")	\$ 2.00/sheet
Color Copies (24"x36" & larger)	\$ 2.00/s.f.
Color Setup	\$150 to \$350/exhibit
Outside Calls	\$ 25.00/set up

ONSITE INSPECTIONS

Project Location (0-20miles from office)	\$ 250.00 Base Rate
Project Location (20-30miles from office)	\$ 325.00 Base Rate
Project Location (30-40miles from office)	\$ 400.00 Base Rate
Project Location (40-60miles from office)	\$ 500.00 Base Rate
Project Location (60+miles from office)	\$ Hourly
Inspection Summary Report	\$ 250.00/each

Work Pay Agreement

Travis Small, Transportation Manager of the City of Broken Arrow, Oklahoma, a municipal corporation, upon execution of this agreement by the Assistant City Manager - Operations of the City of Broken Arrow, request and authorize Public Service Company of Oklahoma to perform the following work:

Relocating existing stanchion and all appurtenances for the West Florence Street widening project from South Olive Avenue to South Aspen Avenue.

It is agreed that the actual cost of work, estimated \$3,180.00, but not to exceed \$3,180.00 will be paid by the City of Broken Arrow whose mailing address is 485 North Poplar Avenue, Broken Arrow, OK 74012.

Kenneth D. Schwalb

The City of Broken Arrow, OK

Assistant City Manager - Operations

Date: 10-10-19

Accepted this 10th day of October 2019

Company: Public Service Company of Oklahoma

BY: Larry D. Hiles

Public Service Company of Oklahoma Representative

Date: 10/7/19

APPROVED AS TO FORM:

L. Swaff
Assistant City Attorney

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
PROJECT NAME: ASBESTOS SURVEY OF SCOOTERS SOUTH 40
PROJECT NUMBER: ST0914

1. Professional Service Provider:

- a. Name: Earth Tech Enterprises, Inc.
- b. Telephone No.: 918-712-9163
- c. Address: 5409 East 15th Street, Tulsa, OK 74112

2. Project Title and Location: Asbestos Investigation of Scooters South 40 Property located at the northeast corner of 23rd Street & College Street in the City of Broken Arrow

3. Contract for: Providing professional asbestos investigation services associated with public works projects for the City of Broken Arrow. Professional services to include an asbestos survey on the commercial property, formerly known as Scooters South 40, located at the northeast corner of 23rd Street & College Street that has been acquired by the City of Broken Arrow. The survey will meet Oklahoma Department of Environmental Quality requirements for National Emissions Standards for Hazardous Air Pollutants (NESHAP) notification prior to demolition. Consultant will also prepare a design for removal of any asbestos materials discovered during the survey. Consultant will provide on-site air monitoring and job oversight during asbestos abatement procedures as needed on an hourly basis. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in the Professional Services Contract Special Provisions Attachment, attached hereto and made a part hereof. The Professional Service Provider agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

4. Compensation: Professional Service Provider shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not To Exceed Four Hundred and Twenty Five and No/100 (\$425.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

5. Invoicing and Payment: The Professional Service Provider shall submit invoices requesting payment for services rendered to the City monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City. Payment will be made within 30 days following the first eligible City Council meeting occurring after the date on the invoice.

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within Fifteen (15) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

7. Liquidated Damages: N/A.

8. Insurance: The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage acceptable to the City on or before the effective date of this Agreement.

9. Immigration Compliance: The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”).

10. Governing Documents: The parties agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Duly Authorized Change Orders arising out of this Contract
- c. Special Provisions set out in this Contract
- d. General Provisions set out in this Contract
- e. Professional Service Provider's Proposal for this Contract

11. Entirety of Agreement: The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

12. Effective Date: This Contract is effective shall be effective upon signature of both parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

City of Broken Arrow, a municipal corporation:

Professional Service Provider:
Earth Tech Enterprises, Inc.

By: Kenneth D. Schwab
Kenneth D. Schwab, Asst. City Manager-Ops.

By: Daryl L. Lessin
Daryl L. Lessin, President

Date: 10-23-19

Title: President
President

Attest: [Signature]
City Clerk [Seal]

Date: 10-21-19

Date: 10/23/19

Attest: Daryl L. Lessin
Signature or Corporate Seal

Title: President
Daryl L. Lessin, President

Date: 10-21-19

Approved as to form:

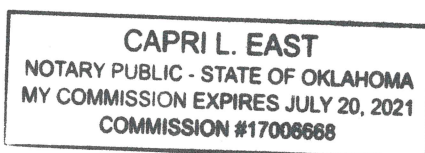
[Signature]
Assistant City Attorney



VERIFICATIONS

State of Oklahoma)
County of Tulsa) §

Before me, a Notary Public, on this 21st day of October 2019, personally appeared Daryl Lessin, known to me to be the (President) Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of (Entity's Full Legal Name) to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.



Capri L. East
Notary Public

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
PROJECT NAME: ASBESTOS SURVEY OF SCOOTERS SOUTH 40
PROJECT NUMBER: ST0914
SPECIAL PROVISIONS ATTACHMENT

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Surveying and Related Support Services associated with public works projects for the City of Broken Arrow. Professional services to include an asbestos survey on the commercial property, formerly known as Scooters South 40, located at the northeast corner of 23rd Street & College Street that has been acquired by the City of Broken Arrow. The survey will meet Oklahoma Department of Environmental Quality requirements for National Emissions Standards for Hazardous Air Pollutants (NESHAP) notification prior to demolition. Consultant will also prepare a design for removal of any asbestos materials discovered during the survey. Consultant will provide on-site air monitoring and job oversight during asbestos abatement procedures as needed on an hourly basis. Work performed under the contract shall be performed on an hourly basis, not to exceed \$425.00, in accordance with the attached hourly rates as requested by the City.

SP- 2.0 SERVICES OF THE CITY: THE CITY WILL:

2.1. Furnish to Professional Service Provider all data in its possession, and needed engineering guidance as necessary for the service provider to complete the contract requirements.

2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

2.3. Provide Professional Service Provider access to the property.

SP -3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:

3.1 The Professional Service Provider shall provide, Prior to demolition of the buildings, the following professional services for a Not to Exceed price of \$425.00.

3.1.1. Professional services for an asbestos survey on the commercial property, formerly known as Scooters South 40, located at the northeast corner of 23rd Street & College Street in Broken Arrow to meet Oklahoma Department of Environmental Quality (ODEQ) requirements for NESHAP notification prior to demolition. A report describing any asbestos-containing materials discovered will be submitted.

3.1.2. Preparation of a design, including estimated cost for removal of any asbestos materials discovered during the survey, suitable for the City to use for obtaining quotes or bids for the removal.

3.2 Work will be billed at the hourly rates, not to exceed \$425.00, attached herein and will include all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF CONTRACT SPECIAL PROVISIONS]

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
PROJECT NAME: ASBESTOS SURVEY OF CECIL & CHIPS
PROJECT NUMBER: 191718

1. Professional Service Provider:

- a. Name: Earth Tech Enterprises, Inc.
- b. Telephone No.: 918-712-9163
- c. Address: 5409 East 15th Street, Tulsa, OK 74112

2. Project Title and Location: Asbestos Investigation of Cecil & Chips Property located at 1117 S. Main Street in the City of Broken Arrow

3. Contract for: Providing professional asbestos investigation services associated with public works projects for the City of Broken Arrow. Professional services to include an asbestos survey on the commercial property, known as Cecil & Chips, located at 1117 S. Main Street in the City of Broken Arrow. The survey will meet Oklahoma Department of Environmental Quality requirements for National Emissions Standards for Hazardous Air Pollutants (NESHAP) notification prior to demolition. Consultant will also prepare a design for removal of any asbestos materials discovered during the survey. Consultant will provide on-site air monitoring and job oversight during asbestos abatement procedures as needed on an hourly basis. The Professional Service Provider shall perform all duties, responsibilities and requirements set out in the Professional Services Contract Special Provisions Attachment, attached hereto and made a part hereof. The Professional Service Provider agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

4. Compensation: Professional Service Provider shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not To Exceed Four Hundred and Twenty Five and No/100 (\$425.00) for the entire Scope of the Professional Services rendered. The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

5. Invoicing and Payment: The Professional Service Provider shall submit invoices requesting payment for services rendered to the City monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City. Payment will be made within 30 days following the first eligible City Council meeting occurring after the date on the invoice.

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within Fifteen (15) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

7. Liquidated Damages: N/A.

8. Insurance: The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage acceptable to the City on or before the effective date of this Agreement.

9. Immigration Compliance: The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”).

10. Governing Documents: The parties agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Duly Authorized Change Orders arising out of this Contract
- c. Special Provisions set out in this Contract
- d. General Provisions set out in this Contract
- e. Professional Service Provider's Proposal for this Contract

11. Entirety of Agreement: The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

12. Effective Date: This Contract is effective shall be effective upon signature of both parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

City of Broken Arrow, a municipal corporation:

Professional Service Provider:
Earth Tech Enterprises, Inc.

By: Kenneth D. Schwab
Kenneth D. Schwab, Asst. City Manager-Ops.

By: Daryl L. Lessin
Daryl L. Lessin

Date: 10-23-19

Title: President
President

Attest: [Signature]
City Clerk [Seal]

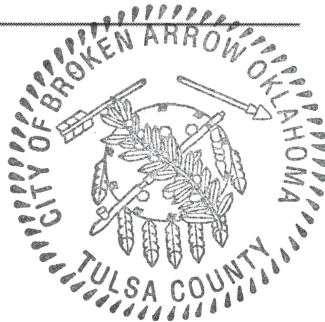
Date: 10-21-19

Date: 10/23/19

Attest: Daryl L. Lessin
Signature or Corporate Seal

Title: President
Daryl L. Lessin, President

Date: 10-21-19



Approved as to form:

[Signature]
Assistant City Attorney

VERIFICATIONS

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 21st day of October 2019, personally appeared Daryl Lessin, known to me to be the **(President)**, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or specify) of (Entity's Full Legal Name) to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

CAPRI L. EAST
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES JULY 20, 2021
COMMISSION #17006688

Capri L. East
Notary Public

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
PROJECT NAME: ASBESTOS SURVEY OF CECIL & CHIPS
PROJECT NUMBER: 191718
SPECIAL PROVISIONS ATTACHMENT

SP - 1.0 SCOPE OF THE PROJECT:

- 1.1. Providing Professional Surveying and Related Support Services associated with public works projects for the City of Broken Arrow. Professional services to include an asbestos survey on the commercial property, known as Cecil & Chips, located at 1117 S. Main Street in the City of Broken Arrow. The survey will meet Oklahoma Department of Environmental Quality requirements for National Emissions Standards for Hazardous Air Pollutants (NESHAP) notification prior to demolition. Consultant will also prepare a design for removal of any asbestos materials discovered during the survey. Consultant will provide on-site air monitoring and job oversight during asbestos abatement procedures as needed on an hourly basis. Work performed under the contract shall be performed on an hourly basis, not to exceed \$425.00, in accordance with the attached hourly rates as requested by the City.

SP- 2.0 SERVICES OF THE CITY: THE CITY WILL:

- 2.1. Furnish to Professional Service Provider all data in its possession, and needed engineering guidance as necessary for the service provider to complete the contract requirements.
- 2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.
- 2.3. Provide Professional Service Provider access to the property.

SP -3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:

- 3.1 The Professional Service Provider shall provide, Prior to demolition of the buildings, the following professional services for a Not to Exceed price of \$425.00.
 - 3.1.1. Professional services for an asbestos survey on the commercial property, known as Cecil & Chips, located at 1117 S. Main Street in Broken Arrow to meet Oklahoma Department of Environmental Quality (ODEQ) requirements for NESHAP notification prior to demolition. A report describing any asbestos-containing materials discovered will be submitted.
 - 3.1.2. Preparation of a design, including estimated cost for removal of any asbestos materials discovered during the survey, suitable for the City to use for obtaining quotes or bids for the removal.

3.2 Work will be billed at the hourly rates, not to exceed \$425.00, attached herein and will include all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

[END OF CONTRACT SPECIAL PROVISIONS]

CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
PROJECT NAME: NEW ORLEANS STREET SIDEWALKS
PROJECT NUMBER: ST1941

1. Professional Service Provider:

- a. Name: GEODECA, LLC
- b. Telephone No.: 918-806-1740
- c. Address: PO Box 330281, Tulsa OK 74133

2. Project Title and Location:

3. Contract for: Providing professional surveying services associated with public works projects for the City of Broken Arrow. Professional services to include Task 1 and Task 2.

Task 1 shall include the Right of Way and Control as well as Topographic Survey. The Right of Way and Control is to establish existing right of way which includes easements as known by either a search using the Tulsa County online records search "ONCORE" or from property reports prepared by others. The Topographic Survey includes the location of buildings or portions of buildings, large structures, paved areas, with measures at approximately 50 foot stations along the existing street, public utilities visible and marked, storm water drainage systems and structures and flowline elevations. The Topographic Survey shall be done in sufficient measures to create a Digital Terrain Model with one (1) foot contours. Field data, when appropriate, will be in U.S. Survey feet translated and rotated to Oklahoma State Plane North Horizontal datum (all distances will be ground distances), or translated and rotated to adjoins or existing legal descriptions. The Vertical Datum will be North American Vertical Datum of 1988 (NAVD 88). The project limits include both sides of New Orleans Street, to the ultimate right of way in the unplatted areas and to the platted right of way in the platted areas, from the Family Video driveway on the west to the Taco Bueno driveway on the east, approximately 3840 feet, as shown in Exhibit A.

Task 2 shall include the preparation of Legal Descriptions and also Field Pin and Stake the Legal Descriptions. This Task 2 shall only be done as needed and as directed to by the City of Broken Arrow. There are nine (9) parcels of properties that may need legal descriptions.

The Professional Service Provider shall perform all duties, responsibilities and requirements set out in the Professional Services Contract Special Provisions Attachment, attached hereto and made a part hereof. The Professional Service Provider agrees that this professional service shall be treated as an important service to the City and also agrees to commit the time necessary to perform the professional services in a professional manner.

4. Compensation: Professional Service Provider shall be compensated on a lump sum basis for Task 1, and a fee not to exceed for Task 2. The total compensation for Task 1 is the lump sum of Twenty One Thousand One Hundred Twenty and No/100 (\$21,120.00) Dollars. The total compensation for Task 2 is based on a fee per parcel of property of Four Hundred Thirty and No/100 (\$430.00) Dollars and shall Not Exceed Three Thousand Eight Hundred Seventy and

No/100 (\$3,870.00) Dollars. The total compensation under this contract is Not to Exceed Twenty Four Thousand Nine Hundred Ninety and No/100 (\$24,990.00) Dollars for the entire Scope of the Professional Services rendered.

The parties agree that the Professional Service Provider's position is not a traditional City employee position; therefore the foregoing constitutes all the benefits and other forms of compensation due the Professional Service Provider, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time City employees. The Professional Service Provider shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements. The Professional Service Provider agrees to abide by and comply with all of the City's Administrative Policies.

5. Invoicing and Payment: The Professional Service Provider shall submit invoices requesting payment for services rendered to the City monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City. Payment will be made within 30 days following the first eligible City Council meeting occurring after the date on the invoice.

6. Time for Performance: These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within Fifty (50) calendar days after the date the Notice to Proceed is issued. The City will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the Professional Service Provider and the City on the hours required for the work item.

7. Liquidated Damages: N/A.

8. Insurance: The Professional Service Provider shall acquire all insurance policies required for professional liability insurance, general liability, auto insurance, workers' compensation and/or health insurance. The Professional Service Provider shall provide proof of general liability and professional liability insurance coverage acceptable to the City on or before the effective date of this Agreement.

9. Immigration Compliance: The Professional Service Provider shall comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws").

10. Governing Documents: The parties agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Duly Authorized Change Orders arising out of this Contract
- c. Special Provisions set out in this Contract
- d. General Provisions set out in this Contract
- e. Professional Service Provider's Proposal for this Contract

11. Entirety of Agreement: The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.

12. Effective Date: This Contract is effective shall be effective upon signature of both parties.

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

City of Broken Arrow, a municipal corporation:

Professional Service Provider:
GEODECA, LLC

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

By: Russell Muzika
Russell Muzika, Member

Date: 10/23/19

Date: 10-23-19

Attest: [Signature]
City Clerk [Seal]

Attest:
By: _____
Signature or Corporate Seal

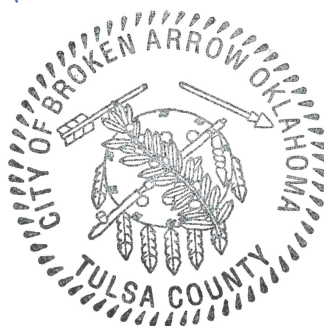
Date: 10/23/19

Title: _____
Official's Full Name, Office

Date: _____

Approved as to form:

[Signature]
Assistant City Attorney



VERIFICATIONS

State of Oklahoma)
County of Tulsa) §

Before me, a Notary Public, on this 23rd day of October 2019, personally appeared Russell Muzika, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: _____ (Please circle or Specify)) of GEODECA, LLC to be the identical person who executed the within and foregoing instrument, and acknowledged to me that s/he executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.



KAREN L. PAX
Notary Public
Wagoner County
State of Oklahoma
Commission # 01003514
Expires: April 11, 2021

[Signature]
Notary Public

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
PROJECT NAME: NEW ORLEANS STREET SIDEWALKS
PROJECT NUMBER: ST1941**

SPECIAL PROVISIONS ATTACHMENT

SP - 1.0 SCOPE OF THE PROJECT:

1.1. Providing Professional Surveying and Related Support Services associated with public works projects for the City of Broken Arrow. Work performed under the contract shall be performed on a lump sum basis for Task 1 and a fee not to exceed for Task 2.

SP- 2.0 SERVICES OF THE CITY: THE CITY WILL:

2.1. Furnish to Professional Service Provider all data in its possession, and needed engineering guidance as necessary for the service provider to complete the contract requirements.

2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

SP -3.0 SCOPE OF SERVICES: THE PROFESSIONAL SERVICE PROVIDER SHALL:

3.1 The Professional Service Provider shall provide Professional Surveying services for site surveying; prepare sign/seal legal descriptions, exhibits and other surveying related services.

3.2 Work will be billed at the percent complete of the total lump sum fee for Task 1 and on a fee per parcel of property up to the Not to Exceed amount for Task 2, and will include all costs associated with the performance of the work, including any support and supervision cost required from the Professional Service Provider.

3.3 The Professional Services shall include Task 1 and Task 2.

3.3.1 Task 1 shall include the Right of Way and Control as well as Topographic Survey. The Right of Way and Control is to establish existing right of way which includes easements as known by either a search using the Tulsa County online records search "ONCORE" or from property reports prepared by others. The Topographic Survey includes the location of buildings or portions of buildings, large structures, paved areas, with measures at approximately 50 foot stations along the existing street, public utilities visible and marked, storm water drainage systems and structures and flowline elevations. The Topographic Survey shall be done in sufficient measures to create a Digital Terrain Model with one (1) foot contours. Field data, when appropriate, will be in U.S. Survey feet translated and rotated to Oklahoma State Plane North Horizontal datum (all distances will be ground distances), or translated and rotated to adjoins or existing legal descriptions. The Vertical Datum will be North American Vertical Datum of 1988 (NAVD 88). The project limits

include both sides of New Orleans Street, to the ultimate right of way in the unplatted areas and to the platted right of way in the platted areas, from the Family Video driveway on the west to the Taco Bueno driveway on the east, approximately 3840 feet, as shown in Exhibit A.

- 3.3.2 Task 2 shall include the preparation of Legal Descriptions and also Field Pin and Stake the Legal Descriptions. This Task 2 shall only be done as needed and as directed to by the City of Broken Arrow. There are nine (9) parcels of properties that may need legal descriptions.

[END OF CONTRACT SPECIAL PROVISIONS]

**CITY OF BROKEN ARROW
PROFESSIONAL SERVICES AGREEMENT
TITLED:
PROJECT NAME: NEW ORLEANS STREET SIDEWALKS
PROJECT NUMBER: ST1941**

EXHIBIT A





City of Broken Arrow

Request for Action

File #: 19-1289, **Version:** 1

Broken Arrow City Council
Meeting of: 11-05-2019

Title:

Approval of and authorization to execute the purchase of seven (7) Motorola APX 6000 handheld radios and accessories from Motorola Solutions, pursuant to the Oklahoma Statewide Contract, for the Police Department

Background:

The Police Department is requesting the City approve the purchase of seven (7) Motorola APX 6000 handheld radios, with accessories, from Motorola Solutions. These are being purchased, in part, to furnish equipment to a new recruit class beginning October 7, 2019. Motorola Solutions is a less expensive alternative to the current issued Harris radio, and a part of this purchase will be to determine if this will be a viable alternative in the future. The competitive bidding requirements necessary have been met and the purchase will be facilitated through the use of the Oklahoma Statewide Contract, reference NASPO contract, item #SW1053M.

Cost: \$29,823.00

Funding Source: Police Sales Tax Fund, Project #203007


Requested By: Brandon Berryhill, Chief of Police

Approved By: City Manager's Office

Attachments: Quotes from Motorola Solutions and Harris Corporation

Recommendation:

Approve the purchase of seven (7) Motorola APX 6000 handheld radios and accessories from Motorola Solutions, pursuant to the Oklahoma Statewide Contract, for the Police Department

 MOTOROLA SOLUTIONS	
City of Broken Arrow 220 S. 1st St Broken Arrow, OK 74012 ATTN: Mark Ketchum	09/17/19 Candice Phillips Motorola Account Executive
Customer # 1000703943	

QTY	DESCRIPTION	NOMENCLATURE	LIST	NASPO	TOTAL
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APX 6000 PORTABLE

7	APX6000 700/800 MODEL 2.5 PORTABLE	H98UCF9PW6BN	\$3,026.00	\$2,208.98	\$15,462.86
7	ADD: P25 9600 BAUD TRUNKING	Q361	\$300.00	\$219.00	\$1,533.00
7	ADD: ASTRO DIGITAL CAI OPERATION	Q806	\$515.00	\$375.95	\$2,631.65
7	ADD: SMARTZONE OPERATION	H38	\$1,200.00	\$876.00	\$6,132.00
7	ADD:TDMA OPERATION	QA00580	\$450.00	\$329.00	\$2,303.00
7	ENH: MULTIKEY	H869	\$330.00	\$240.90	\$1,686.30
7	ENH: AES ENCRYPTION	Q629	\$475.00	\$346.75	\$2,427.25
7	ADD: ADAPTIVE NOISE SUPPRESSION	QA09006	\$150.00	\$109.95	\$769.65
7	ADD: 3Y ESSENTIAL SERVICE	Q58	\$110.00	\$110.00	\$770.00
7	IMPRES 2 S/U FAST CHARGER	NNTN8863A	\$187.00	\$136.51	\$955.57
7	IMPRES RSM, NOISE CANC. EM BUTTON IP54	PMMN4062A	\$129.00	\$94.17	\$659.19
7	RECEIVE ONLY EAR PIECE FOR SPEAKER MIC	PMLN7560	\$58.00	\$42.34	\$296.38

SUB TOTAL \$35,626.85

7	OK OKWIN REGIONAL PROMOTIONAL			-\$500.00	-\$3,500.00
7	TDMA CREDIT			-\$329.00	-\$2,303.00

TOTAL \$29,823.85

1. PRICING BASED ON NASPO CONTRACT # SW1053M
2. P.O. TO BE MADE TO MOTOROLA SOLUTIONS, INC.
3. PAYMENT TERMS ARE NET 30 DAYS
4. BILL TO AND SHIP TO MUST BE ON P.O.



Harris Corporation, RF Communications
Public Safety and Professional Communications
221 Jefferson Ridge Parkway
Lynchburg, Virginia 24501
Phone: 1-800-368-3277
Fax: 321-409-4393

Quote Name: Broken Arrow_XL-200P_092519.R1

City of Broken Arrow
220 S 1st St.
Broken Arrow, OK 74012

Date: 9/25/2019
Sales POC: Todd Davis
Senior Specialist, Account Manager
405-513-3895
Todd.davis@L3harris.com
Quote by: M Brannan
CRM #

Item	Part Number	Description	Qty	List Price	Discount	Sale Price	Extended Sale Price
10	XL-PFM1M	PORTABLE,XL-200P,FULL,MIDNT BLK,US	7	\$ 2,900.00	26%	\$ 2,146.00	\$ 15,022.00
20	XL-PL4F	FEATURE,P25 PHASE 2 TDMA	7	\$ 250.00	26%	\$ 185.00	\$ 1,295.00
30	XL-PL8Y	FEATURE, ENCRYPTION LITE	7	\$ 0.01	100%	\$ -	\$ -
40	XL-PKG8F	FEATURE,256-AES,64-DES ENCRYPTION	7	\$ 695.00	26%	\$ 514.30	\$ 3,600.10
50	XL-PKGPT	FEATURE PACKAGE,P25 TRUNKING	7	\$ 1,500.00	26%	\$ 1,110.00	\$ 7,770.00
60	XL-PL4L	FEATURE,SINGLE BAND 7/800	7	\$ 0.01	100%	\$ -	\$ -
70	XL-PA3V	BATTERY,LI-ION,3100 MAH	7	\$ 150.00	26%	\$ 111.00	\$ 777.00
80	XL-AE4B	SPEAKER MICROPHONE,EMER BUTTON	7	\$ 225.00	26%	\$ 166.50	\$ 1,165.50
90	XL-HC3L	BELT CLIP,METAL	7	\$ 25.00	26%	\$ 18.50	\$ 129.50
100	XL-AE3Z	EARPHONE,LAPEL MICROPHONE	7	\$ 65.00	26%	\$ 48.10	\$ 336.70
110	XL-NC8F	ANTENNA,WHIP,1/4 WAVE,762-870MHZ	7	\$ 35.00	26%	\$ 25.90	\$ 181.30
120	XL-CH4X	CHARGER,1-BAY	7	\$ 150.00	26%	\$ 111.00	\$ 777.00

Lead time is subject to material availability at time of order

Sale Price \$31,054.10

Terms and Conditions:

- Acceptance of this quote in the form of an order released to L3Harris constitutes acceptance of Harris Corporation's Standard Terms of Sale, unless otherwise agreed to by both parties or noted by contract reference herein. The most current version of LeHarris Corporation Standard Terms and Conditions of Sale (available at <http://www.pspc.harris.com/Service/CustomService.asp>) are incorporated herein by reference and apply unless a superseding overriding agreement exists between the two companies.
- This document contains Harris Corporation proprietary information. All information provided shall not be disclosed nor duplicated for any purpose other than to evaluate this proposal. No further disclosure, reproduction, or use of any part thereof may be made except with Harris' prior written approval.
- Pricing does not include installation, programming, taxes (if applicable), or shipping (if applicable), unless otherwise noted. These items may be waived based on the terms and conditions which are applicable to this quote (Items 1 and/or 7) and could be subject to change.
- Pricing valid 30 days from quotation date unless otherwise noted.
- Please note that due to transportation regulations all Li-Ion batteries can take up to twelve (12) weeks for delivery. For specifics, please reference the IATA regulations, which may be found online at: <http://www.iata.org/lithiumbatteries>
- These items/technical data are controlled by the United States government and cannot be exported from the United States or shared with a Foreign National without prior approval from the United States government. Delivery is dependent on receipt of an export license, when applicable.
- Please reference MBP# 14080; NASPO Existing Contract 06913. Shipping is FOB ground destination. Purchase order subject to a participating addendum being in place, as well as Terms and Conditions in NASPO.

Purchase Order requirements:

Purchase Order issued to L3Harris Corporation - PSC - 221 Jefferson Ridge Parkway - Lynchburg, VA 24501

The Purchase Order should include the following references:

Quote Name, Contract, and/or MBP# reference (as noted in #7 above if applicable), and CRM# listed on quote, if applicable.

All orders must contain valid model number, quantity, and price for each item

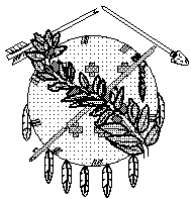
Frequencies must be supplied with order if applicable

Requested Delivery Date; If related to Grant Funding, important to provide Grant name, Agency, deadline and product receipt deadline, when applicable.

Shipping will default to Best Way, 5 day ground, unless otherwise specific. Special shipping/delivery instructions (ex. Delivery lift gate required?) must be noted if applicable. Non Standard packing will be billed to the customer.

Bill to and Ship to addresses must be included. If account number is available, please provide. If you have not ordered from Harris (or an authorized Harris dealer) before, please provide contact information to enable account setup.

Harris DUNS#: 101474992; Cage Code: 1PNR4; Tax ID 34-0276860.



City of Broken Arrow

Request for Action

File #: 19-1326, **Version:** 1

Broken Arrow City Council
Meeting of: 11-5-2019

Title:

Approval of and authorization to purchase one (1) Pierce fire apparatus from Conrad Fire Equipment, Inc. pursuant to the Houston-Galveston Area Council (HGACBuy) contract, using the “prepay” option, for the Fire Department

Background:

The 2014 Bond package includes funding to replace fire station 3 as well as purchase a new fire apparatus and ambulance for the station. In anticipation of the construction of new fire station 3, the Fire Department is seeking to purchase the replacement fire apparatus.

The fire department recently purchased two (2) Pierce aerial fire apparatuses. The current proposed apparatus is the same chassis and drivetrain as the recently purchased aerals, which will provide continuity for fleet personnel and firefighters.

H-GAC's Cooperative Purchasing Program, known as HGACBuy, was established pursuant to Texas Interlocal Cooperation Act. The Act allows local governments and certain non-profits to contract or agree under the terms of the Act to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity.

At the July 17, 2018 City Council Meeting, the Council approved an Interlocal Contract (ILC) between the City of Broken Arrow and HGACBuy, and gives the City access to HGACBuy contracts. By entering into this agreement the City was be able to verify that H-GAC’s competitive bidding processes are in accordance with Oklahoma State Competitive Bid Act and City purchasing requirements.

Pierce manufacturing routinely secures a loan to build each apparatus. The interest from that loan is passed along in the final purchase price of the vehicle if payment is made upon delivery. Pierce offers a “pre-payment discount” if payment is made upon ordering the vehicle, since the loan interest can be avoided. The prepayment discount for this Pierce apparatus is \$17,984.19. The funds for this purchase are currently available should Council choose to accept the “pre-payment discount”. If the City chooses to prepay, Conrad Fire Equipment, Inc. will provide a Performance Bond to the City in the amount of the full purchase price that will protect the financial investment that is being prepaid.

Cost: \$585,304.84

Funding Source: 2014 General Obligation Bond

Requested By: Jeremy Moore, Fire Chief

Approved By: City Manager’s Office

Attachments: HGAC Itemized Pricing
Conrad Quote

Recommendation:

Approve and authorize the purchase of one (1) Pierce fire apparatus from Conrad Fire Equipment, Inc. pursuant to the Houston-Galveston Area Council (HGACBuy) contract, using the “prepay” option, for the Fire Department.



Contract Pricing Worksheets

Rev 02-05-07

NOTE: Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order are faxed to HGACBuy at:
713-993-4548

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheet. One is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

Please contact H-GAC staff about use of the worksheets if you have any questions.

Pulse		
Number	Qty	Description
137209	1	Loose Equipment per attached list
1362	1	Progress photos
102	1	ADD "C" Frame Liner
104	1	upgrade to 27,000# rear axle
106	1	TAK-4 Suspension
120	1	Wheel Chocks and Mounts
131	1	Cummins L9 400hp to 450hp SL9
143	1	Add Extended Bumper
145	1	Bumper tray with cover
147	1	Linex Bumper Coating
153	1	Mounting plate on engine tunnel
156	1	Safety System
157	1	Driver Safety Seat
158	4	SCBA Safety Seat
163	1	EMS Compartment w outside access (each)
164	1	Upgrade SCBA Bracket to Hands Free
Osk-17	1	Streamlight brand rechargeable flashlights in cab - qty 4
179	2	Spare radio wiring
190	1	Camera System Rear only
198	1	Intercom Wireless System 2 - Radio
199	4	Intercom Headset - Wired
183	1	install Customer MDT with power wiring
184	2	install Customer radio
616382	1	Install Customer GPS/Multimode antenna
772846	1	Knox Box Key storage Wifi
201	1	IOTA Charger
208	1	Auto-eject 20 amp
216	1	LED Headlights
218	1	12 volt LED Flood Brow light
217	1	12 volt LED Scene
221	1	12 volt LED Flood Recessed or surface (per light)
232	1	NY Hose Bed
83488	2	Additional hosebed divider
245	2	Full Height - Depth Compartments
23650	1	Credit full height on driver side
625184	1	Stainless Compartment drip pans
248	1	LED Compartment Lighting base upgrade lighting
263	5	Adjustable Compartment shelves
267	4	Slide-out floor tray
265	3	Swing-out tool board
273	4	SCBA Cylinder storage in fender panel double (each)
246	1	Ladder Storage next to tank
279	1	Increase Pump from 1500 to 2000 gpm
486	1	Piston Intake
284	1	add 2.5" suction inlet
289	1	1.5" discharge front bumper
292	1	2.5" Discharge (REAR)

297	1	Extenda-gun 12"
543604	1	Akron 3431 Hi-Riser
303	1	Provide (2) Speedlays IPO Crosslay
329	1	Add Top Pump Control
318	1	Pierce Husky 3, Single Agent (3) discharges
322	1	Foam Cell 20 Gallons
345	1	LED Emergency Light Package
372	1	Traffic Directing light bar "A"
429	1	Two-tone Cab paint
430	1	Undercoating, Cab & Body, Ziebart
440	1	Graphics Upgrade 3

Base Bid
Published Options
Total Published Options
Unpublished Options
Total Options w/o HGAC Fee

Published Options	Unpublished Options
	\$6,669.32
	\$525.00
\$3,211.00	
\$2,200.00	
\$16,751.00	
\$966.00	
\$1,748.00	
\$2,770.00	
\$1,064.00	
\$418.00	
\$424.00	
\$10,116.00	
\$774.00	
\$3,664.00	
\$3,640.00	
\$3,012.00	
\$891.00	
\$252.00	
\$1,419.00	
\$7,269.00	
\$1,064.00	
\$1,042.00	
\$1,894.00	
	\$405.00
	\$1,190.00
\$1,061.00	
\$541.00	
\$1,961.00	
\$2,241.00	
\$1,332.00	
\$7,504.00	
\$2,259.00	
	\$1,399.00
\$13,632.00	
	-\$3,408.00
	\$956.00
\$1,833.00	
\$995.00	
\$3,368.00	
\$5,241.00	
\$3,600.00	
\$4,881.00	
\$7,848.00	
\$1,910.00	
\$1,260.00	
\$2,426.00	
\$1,833.00	

\$4,489.00	
	\$5,604.00
\$6,321.00	
\$8,128.00	
\$10,580.00	
\$1,568.00	
\$12,713.00	
\$2,013.00	
\$2,258.00	
\$648.00	
\$3,991.00	

\$439,231.00	
\$183,024.00	
\$622,255.00	
\$13,340.32	2.14%
\$635,595.32	



CONRAD FIRE EQUIPMENT



Apparatus Proposal

Customer Name: **BROKEN ARROW, OKLAHOMA**Sales Rep: **ROGER BROWN**Submitted Date: **10/11/19**Expiration Date: **12/31/19**

Apparatus Detail

Qty.	Description	Price
1	PIERCE ENFORCER PUMPER	\$ 596,620.71
Proposal Bid No.:	915	Proposal Doc Date: 10/11/19
Performance Bond:	YES	Warranty Period: Standard
Estimated Build Time:	7MO	

Payment Options

OPTION 1 (with Pre-Payment Discount)

Apparatus Purchase Price	\$ 596,620.71
Trade-in Value	\$ 0.00
Price After Trade-in	\$ 596,620.71
Pre-Payment Discount	-\$ 17,984.19
Extrication Rescue Tools	\$ 0.00
Loose Equipment	\$ 6,668.32
Options	\$ 0.00
Due Upon Order	\$ 585,304.84

OPTION 2 (w/o Pre-Payment Discount)

Apparatus Purchase Price	\$ 596,620.71
Trade-in Value	\$ 0.00
Price After Trade-in	\$ 596,620.71
Pre-Payment Discount	N/A
Extrication Rescue Tools	\$ 0.00
Loose Equipment	\$ 6,668.32
Options	\$ 0.00
Due Upon Delivery	\$ 603,289.03

Payment Terms

OPTION 1 PAYMENT IS BASED ON FULL PAYMENT AT TIME OF ORDER.
OPTION 2 PRICING IS BASED ON FULL PAYMENT AT TIME OF PRODUCT DELIVERY.

Notes

SEE ATTACHED LOOSE EQUIPMENT QUOTE#137209 TO BE INCLUDED IN THIS SALE.

NOTE: Pre-payment discounts quoted may vary based on final purchase price, prevailing interest rates, and manufacturing build time and are subject to change up to the time an order is placed. If deferred payment arrangements are required, the Customer must make such financial arrangements through a financial institution acceptable to Company.] All taxes, excises and levies that Company may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Product sold by Company to the Customer shall be for the account of the Customer and shall be added to the Purchase Price. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the prices on all unshipped Product will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge of 1.5 percent per month or such lesser amount permitted by law. Company will not be required to accept payment other than as set forth in this Agreement. Company shall have and retain a purchase money security interest in all goods and products now or hereafter sold to the Customer by Company or any of its affiliated companies to secure payment of the Purchase Price for all such goods and products. In the event of nonpayment by the Customer of any debt, obligation or liability now or hereafter incurred or owing by the Customer to Company, Company shall have and may exercise all rights and remedies of a secured party under Article 9 of the Uniform Commercial Code (UCC) as adopted by the state of [KANSAS].

887 N. Jan-Mar Court Olathe, KS 66061
www.CONRADFIRE.com
(913) 780-5521
(913) 780-5251 Fax

CUSTOMER NO.
283

BROKEN ARROW
PO BOX 610
BROKEN ARROW, OK 74013-0610
US

BROKEN ARROW
PO BOX 610
BROKEN ARROW, OK 74013-0610
US

PAGE 1

DATE		SHIP VIA		F.O.B.		TERMS							
09/16/19		GROUND				NET 30							
PURCHASE ORDER NUMBER		ORDER DATE		SALESPERSON		OUR QUOTE NUMBER							
HAVIS		09/16/19		103 179		137209							
QUANTITY		ITEM NUMBER		DESCRIPTION		UNIT PRICE		AMOUNT					
ORDERED	SHIPPED												
1		CON.MISC		MISC EXPENSE		1,142.04		1,142.04					
				1 - HAVIS UNIVERSAL FIXED ADAPTER PLATE									
				1- HAVIS C-MD112 MOUNTING COMPONENT									
				1 - HAVIS DS-DELL-402-3 DOCKING STATION									
				1 - RUGGED 12 ANTENNA									
1		COM.BAOKAPX6500		APX6500 QUOTE # 752814		4,417.78		4,417.78					
1		CON.MISC		MISC EXPENSE		1,108.50		1,108.50					
				1 - rugged 12 antenna, 25? cables									
				1 - HAVIS C-MD 112 - MOUNTING COMPONENET									
				1 - DOCKING STATION AND LPS-137 WITH TRIPLE PASS THROUGH ANTENNA FOR DELL'S LATITUDE 14 RUGGED AND LATITUDE 12 & 14 RUGGED EXTREME NOTEBOOKS									
				1 - HAVIS C-ADP-110- MOUNTING COMPONENT (BRACKET ADAPTER) - STEEL - BLACK POWDER COAT.									
Product Total		Discount		Freight		Taxable Amount		Tax		Misc. Amt.		QUOTATION TOTAL	
6,668.32		0.00				6,668.32		0.00				6,668.32	
"WE APPRECIATE YOUR BUSINESS"													
RETURNED GOODS WILL NOT BE ACCEPTED WITHOUT PRIOR RETURN AUTHORIZATION NUMBER FROM CONRAD FIRE EQUIPMENT. ALL RETURNS ARE SUBJECT TO A RESTOCKING FEE.													



Proposal Option List

10/11/2019

Customer: Broken Arrow, OK.
Representative Brown, Roger
Organization: Conrad Fire Equipment
Requirements Manager:
Description: Broken Arrow Enforcer top mount
Body: Pumper, Medium, Aluminum, 2nd Gen
Chassis: Enforcer Chassis

Bid Number: 915
Job Number:
Number of Units: 1
Bid Date: 09/13/2019
Stock Number:
Price Level: 38 (Current: 38)

Line	Option	Type	Option Description	Qty
1	0766611		Boiler Plates, Pumper Fire Department/Customer - Broken Arrow Operating/In conjunction W-Service Center - In Conjunction Miles - 100 Miles Number of Fire Dept/Municipalities - 25 Bidder/Sales Organization - Conrad Fire Delivery - Delivery representative Dealership/Sales Organization, Service - Conrad Fire	1
2	0661794		Single Source Compliance	1
3	0584456		Manufacture Location, Appleton, Wisconsin	1
4	0584452		RFP Location: Appleton, Wisconsin	1
5	0588609		Vehicle Destination, US	1
6	0610784		Comply NFPA 1901 Changes Effective Jan 1, 2016, With Exceptions	1
7	0533347		Pumper/Pumper with Aerial Device Fire Apparatus	1
8	0588611		Vehicle Certification, Pumper	1
9	0661778		Agency, Apparatus Certification, Pumper/Tanker, U.L.	1
10	0000000	STF	Service information, Conrad Fire	1
10	0000000	STF	Photo gallery reports of truck by FASC	1
10	0000000	STF	Training, Conrad Fire	1
11	0000114		Inspection Trip(s) Qty, - 02 Fill in Blank - Three (3)	2
12	0620362		Consortium, HGAC	1
13	0537375		Unit of Measure, US Gallons	1
14	0529326		Bid Bond, 10%, Pierce Built Chassis	1
15	0050066		Performance Bond, 100% Req'd (Statement by Rep)	1
16	0000007		Approval Drawing	1
17	0002928		Electrical Diagrams	1
18	0649754		Enforcer Chassis	1
19	0000110		Wheelbase Wheelbase - 221.00	1
20	0000070		GVW Rating GVW rating - 46,500	1
21	0649713		Frame Rails, 10.25" x 3.50" x .375", Saber FR/Enf	1
22	0648354		Frame Liner, Internal "C", 9.38" x 3.13" x .25", Saber FR/Enf, 26" Qval	1
23	0630705		Axle, Front, Oshkosh TAK-4, Non Drive, 19,500 lb, Enforcer	1
24	0030264		Suspension, Front TAK-4, 19,500 lb, Qtm/AXT/Imp/Vel/Dash CF/Enf	1
25	0087572		Shock Absorbers, KONI, TAK-4, Qtm/AXT/Imp/Vel/DCF/Enf	1
26	0000322		Oil Seals, Front Axle	1
27	0677584		Tires, Front, Goodyear, G296 MSA, 385/65R22.50, 18 ply, Fire Service Load Rating	1
28	0604672		Wheels, Front, Accuride, 22.50" x 12.25", Steel, Hub Pilot	1
29	0640711		Axle, Rear, Dana S26-190, 27,000 lb Saber/Enforcer	1
30	0544253		Top Speed of Vehicle, 68 MPH	1
31	0565380		Suspen, Rear, Single Slipper Spring, 27,000 lb, Saber/Enforcer	1
32	0000485		Oil Seals, Rear Axle	1
33	0677173		Tires, Rear, Goodyear, G291, 315/80R22.50, 20 ply, Single, Fire Service Spd Rtg	1
34	0654797		Wheels, Rear, Accuride, 22.50" x 9.00", Steel, Hub Pilot, Single	1
35	0568081		Tire Balancing, Counteract Beads	1
36	0620570		Tire Pressure Monitoring, RealWheels, AirSecure, Valve Cap, Single Axle Qty, Tire Pressure Ind - 6	1
37	0003245		Axle Hub Covers w/center hole, S/S, Front Axle	1

Line	Option	Type	Option Description	Qty
38	0057936		Covers, Lug Nut, Chrome	1
39	0002045		Mud Flaps, w/logo front & rear	1
40	0544802		Chocks, Wheel, SAC-44-E, Folding	1
			Qty, Pair - 01	
41	0544806		Mounting Brackets, Chocks, SAC-44-E, Folding, Horizontal	1
			Qty, Pair - 01	
			Location, Wheel Chocks - Left Side Rear Compt	
42	0010670		ABS Wabco Brake System, Single rear axle	1
43	0030185		Brakes, Knorr/Bendix 17", Disc, Front, TAK-4	1
44	0627930		Brakes, Bendix, Cam, Rear, 16.50 x 8.63"	1
45	0020784		Air Compressor, Brake, Cummins/Wabco 18.7 CFM	1
46	0601975		Brake Reservoirs, 5.376 Cubic Inch Min Capacity, Painted Alum, Saber FR/Enforcer	1
47	0644228		Air Dryer, Wabco System Saver 1200 IWT, Heated, Saber FR/Enforcer	1
48	0000790		Brake Lines, Nylon	1
49	0000854		Air Inlet, w/Disconnect Coupling	1
			Location, Air Coupling(s) - a) DS Step Well, Forward	
			Qty, Air Coupling (s) - 1	
50	0795472		Engine, Cummins L9, 450 hp, 1250 lb-ft, W/OBD, EPA 2017, Saber FR/Enforcer	1
51	0001244		High Idle w/Electronic Engine, Custom	1
52	0687994		Engine Brake, Jacobs Compression Brake, Cummins Engine	1
			Switch, Engine Brake - e) ISC/ISM/ISL9/ISX Hi Med Lo	
53	0644227		Clutch, Fan, Air Actuated, Saber FR/Enforcer	1
54	0640477		Air Intake, Metal Screen, Saber FR/Enforcer	1
55	0794761		Exhaust System, 4", 2017 L9 Engine, Horizontal, Right Side	1
56	0788765		Radiator, Saber FR/Enforcer	1
57	0001090		Cooling Hoses, Rubber	1
58	0001125		Fuel Tank, 65 Gallon, Left Side Fill	1
59	0001129		Lines, Fuel	1
60	0595087		DEF Tank, 4.5 Gallon, DS Fill, Forward of Rear Axle	1
			Door, Material & Finish, DEF Tank - Polished Stainless	
61	0552793		Not Required, Fuel Priming Pump	1
62	0552712		Not Required, Shutoff Valve, Fuel Line	1
63	0553019		Cooler, Engine Fuel, Imp/Vel, AXT/Qtm/Sab/DCF/SFR/Enf	1
64	0642572		Trans, Allison 5th Gen, 3000 EVS P, w/Prognostics, Imp/Vel/DCF/SFR/Enf	1
65	0625329		Transmission, Shifter, 5-Spd, Push Button, 3000 EVS	1
66	0684459		Transmission Oil Cooler, Modine, External	1
67	0001370		Driveline, Spicer 1710	1
68	0669988		Steering, Sheppard M110 w/Tilt, TAK-4, Eaton Pump, w/Cooler	1
69	0605356		Steering Wheel, 4 Spoke without Controls, Saber FR/Enforcer	1
70	0690274		Logo/Emblem, on Dash	1
			Text, Row (1) One - BROKEN	
			Text, Row (2) Two - ARROW	
			Text, Row (3) Three - FIRE DEPT.	
71	0695359		Bumper, 26" Extended, Steel, Painted, Saber FR/Enforcer	1
72	0640193		Tray, Hose, Center, 26" Bumper, Outside Air Horns	1
			Grating, Bumper extension - Grating, Rubber	
			Capacity, Bumper Tray - 24) 225' of 1.75"	
73	0630809		Cover, Aluminum Treadplate, One (1) D-Ring Latch, Hose Tray, Notched	1
			Location - center bumper hose tray	
			Stay arm, Tray Cover - b) Pneumatic Stay Arm	
74	0614646		No Lift & Tow Package, Imp/Vel, AXT, SFR/Enf	1
75	0002270		Tow Hooks, Chrome	1
76	0698960		Coating, Top Flange, Front Bumper, Outside Exterior, Line-X Coating, Black	1
77	0648332		Cab, Enforcer, 7010	1
78	0647919		Engine Tunnel, ISL, Saber FR/Enforcer	1
79	0633594		Rear Wall, Interior, Adjustable Seating	1
80	0632103		Rear Wall, Exterior, Cab, Saber FR/Enforcer	1
			Material, Exterior Rear Wall - Aluminum Treadplate	
81	0644201		Cab Lift, Elec/Hyd, Saber FR/Enforcer	1
82	0695930		Grille, Bright Finished, Front of Cab, Dash CF/Enforcer	1
83	0002224		Scuffplates, S/S At Cab Door Jambs, 4-Door Cab	1
			Material Trim/Scuffplate - c) S/S, Polished	

Line	Option	Type	Option Description	Qty
84	0647932		Not Required, Trim, S/S Band, Across Cab Face, AXT/Dash CF/Saber/Enforcer	1
85	0015440		No Chrome Molding, On side of cab	1
86	0521669		Mirrors, Retractable, West Coast Style, Htd/Rmt, w/Htd/Rmt Convex	1
87	0648170		Door, Half-Height, Saber FR/Enforcer 4-Door Cab, Raised Roof	1
			Key Model, Cab Doors - 751	
88	0655543		Door Panel, Brushed Stainless Steel, Saber/Enforcer 4-Door Cab	1
89	0528958		Not Required, Controls, Electric Window, AXT, Quantum, Saber, Enforcer, Dash CF	1
90	0638310		Steps, 4-Door Cab, Saber FR/Enforcer	1
			Step Well Material - Aluminum Treadplate	
91	0770194		Handrail, Exterior, Knurled, Alum, 4-Door Cab	1
92	0634786		Lights, Cab and Crew Cab Access Steps, P25, LED w/Bezel, 1Lt Per Step 6lts	1
93	0583698		Fenders, S/S on cab, Extra Wide, Saber/Enf	1
94	0630508		Window, Side of C/C, Fixed, Passenger Side Only, Saber FR/Enforcer	1
95	0012090		Not Required, Windows, Front/Side of raised roof	1
96	0779033		Not Required, Windows Rear of Crew Cab, Saber FR/Enforcer	1
97	0553057		Holder, Cup, Cab/Crewcab, Each	2
			Qty, - 02	
98	0634206		Mounting Provisions, 1/4" Alum, Full Engine Tunnel, Saber FR/Enforcer	1
			Mounting Provision Spacing - 1.00"	
			Material Finish, Cab Interior - Painted	
99	0750824		Cab Interior, Vinyl Headliner, Saber FR/Enforcer, CARE	1
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Engine Tunnel Cover - Dark Silver Gray Endure Vinyl	
			Cab Interior Rear Wall Material - Painted Aluminum	
100	0753903		Cab Interior, Paint Color, Saber FR/Enforcer	1
			Color, Cab Interior Paint - i) fire smoke gray	
101	0052100		Floor, Rubber Padded, Cab & Crew Cab, Saber/Enforcer	1
102	0644195		Heater/Defroster, Saber FR/Enforcer	1
103	0644194		Air Conditioning, Saber FR/Enforcer	1
104	0639675		Sun Visor, Smoked Lexan, AXT, Dash CF, Imp/Vel, Saber FR/Enforcer	1
			Sun Visor Retention - Thumb Latch	
105	0622887		Grab Handles, Driver Door Post, Officer Door Post Low, Saber FR/Enforcer	1
106	0583938		Lights, Engine Compartment, Custom, Auto Sw, Wln 3SC0CDCR, 3" LED, Trim	2
			Qty, - 02	
107	0631830		Fluid Check Access, Saber FR/Enforcer, Arrow XT	1
108	0583042		Side Roll and Frontal Impact Protection	1
109	0622618		Seating Capacity, 5 Seats	1
110	0636955		Seat, Driver, Pierce PSV, Air Ride, High Back, Safety, Saber FR/Enforcer	1
111	0636942		Seat, Officer, Pierce PSV, Fixed, SCBA, Safety, Saber FR/Enforcer	1
112	0620420		Radio Compartment, Below Non-Air Ride Seat, Saber FR/Enforcer	1
113	0754581		Cabinet, Rear Facing, LS, 23 W x 43 H x 26.75 D, Web, Ext Acc, SFR/Enf	1
			Type of fastener - spring clip and hook	
			Restraint Location - Bottom (towards the ground)	
			Light, Short Cabinet - Pierce, Exterior, Right Side	
			Scuffplate, Door Pan, Material/Finish - S/S, Polished	
			Material Finish, Shelf - Painted - Cab Interior	
			Shelf/Tray, Cabinet - (1) Shelf, Adjustable, 0.75" Up-Turned Lip	
			Door, Cab Exterior Cabinet - Double Pan, Locking #751	
			Door, Exterior Stop - Stay Arm	
			Louvers, Cabinet - 0-No Louvers	
114	0102783		Not Required, Seat, Rear Facing C/C, Center	1
115	0635969		Seat, Rear Facing C/C, PS Outboard, Pierce PSV, SCBA, Safety, Saber FR/Enforcer	1
116	0108189		Not Required, Seat, Forward Facing C/C, DS Outboard	1
117	0635957		Seat, Forward Facing C/C, Center, (2) Pierce PSV, SCBA, Safety, Saber FR/Enf	1
118	0108190		Not Required, Seat, Forward Facing C/C, PS Outboard	1
119	0766467		Upholstery, Seats In Cab, All Endure Vinyl, Seats Inc, CARE	5
			Color, Cab Interior Vinyl/Fabric - Endure Vinyl - Silver/Gray	
			Qty, - 05	
120	0543991		Bracket, Air Bottle, Hands-Free II, Cab Seats	5
			Qty, - 05	
121	0603866		Seat Belt, Dual Retractor, ReadyReach, Saber FR/Enforcer	1
			Seat Belt Color - Red	

Line	Option	Type	Option Description	Qty
122	0602464		Helmet Storage, Provided by Fire Department, NFPA 2016	1
123	0647647		Lights, Dome, FRP Dual LED 4 Lts	1
			Color, Dome Lt - Red & White	
			Color, Dome Lt Bzl - Black	
			Control, Dome Lt White - Door Switches and Lens Switch	
			Control, Dome Lt Color - Lens Switch	
124	0555813		Handlts, (4) Streamlight, Fire Vulcan, 44451, C4 LED, Tail Lts, 12v, Orange	1
			Location, Portable Hand Light - TBD with approval drawings	
125	0622803		Cab Instruments, Black Gauges, Black Bezels, Enforcer MUX	1
			Emergency Switching - Individual Switches	
126	0509511		Air Restriction Indicator, Imp/Vel, AXT, Dash CF, Enf MUX	1
127	0543751		Light, Do Not Move Apparatus	1
			Alarm, Do Not Move Truck - Pulsing Alarm	
128	0509042		Messages, Open Door/Do Not Move Truck, MUX w/Color Display	1
129	0622798		Switching, Cab Instrument Lower Console & Overhead, Rocker MUX, Enforcer	1
130	0644179		Wiper Control, 2-Speed with Intermittent, Saber FR/Enforcer	1
131	0548004		Wiring, Spare, 15 A 12V DC 1st	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Wire termination - 15 amp power point plug	
			Location, Spare Wiring - Officer Dash	
132	0797189		Wiring, Spare, 4.8 A 12V DC, USB Termination Blue Sea 1045 1st	1
			Qty, - 01	
			12vdc power from - Battery direct	
			Location - officer side of engine tunnel, match 32930	
133	0615386		Vehicle Information Center, 7" Color Display, Touchscreen, MUX	1
			System Of Measurement - US Customary	
134	0606247		Vehicle Data Recorder w/CZ Display Seat Belt Monitor	1
135	0677160		Intercom, David Clark, 5-Pos, 2-Radio, D,O,3C (All outboard seats)	1
			Location, Intercom, C Cab - 3) 2 forward and 1 rear facing	
136	0637058		David Clark Universal Radio Interfaces Included with Single/Dual System	1
			Location, Radio Interface - TBD with approval drawings	
137	0597906		Headset, David Clark, H3441 Under Helmet, Flex Mic, One Slotted Ear Cup	1
			Qty, - 01	
			Location - driver	
138	0597914		Headset, David Clark, H3442 Under Helmet, Flex Mic	4
			Qty, - 04	
			Location - officer and three crew seating positions	
139	0681408		Hangers For Headsets, NFPA, Each	5
			Qty, - 05	
			Location, Headset Hangers - Driver Seat, Officer Seat, DS Outbrd, Fwrd	
			Fcng Seat, PS Outbrd, Fwrd Fcng Seat and Rear, Center, Fwrd Fcng Seat	
140	0559512		Install Customer Provided MDT, Complete (Qty)	1
			Location - TBD	
			Qty, - 01	
141	0562774		Install Customer Provided Thermal Camera(s), Charger Only	1
			Location - TBD with approval drawings	
			Qty, - 01	
142	0616382		Install Customer Provided GPS/Multimode Antenna(s)	1
			Qty, - 01	
143	0559156		Install Customer Provided Two-Way Radio(s)	1
			Location - TYBD	
			Qty, - 01	
144	0653526		Camera, Pierce, Driver Mux, Rear Camera Only	1
			Camera System Audio - Not Provided	
145	0683718		Recess, Rear Vision Camera Into Lightstick Housing	1
146	0772846		Key Storage, Knox-Box, KeySecure 5, KSM-200K2, WiFi, Cab Surface Mt	1
			Location - TBD	
147	0615112		Pierce Command Zone, Advanced Electronics & Control System, Enforcer, WiFi	1
148	0624253		Electrical System, Enforcer MUX	1
149	0079166		Batteries, (4) Exide Grp 31, 950 CCA ea, Threaded Stud	1
150	0008621		Battery System, Single Start, All Custom Chassis	1
151	0002698		Battery Compartment, Saber/Enforcer	1

Line	Option	Type	Option Description	Qty
152	0531315		Charger, Sngl Sys, IOTA, DSL-75, 75 Amp, Kussmaul 091-94-12 Ind, Qtm/Enf/SFR	1
153	0012782		Location, Charger, Front Left Side Body Compartment	1
			Location, Battery Chrgr/Cmpr - High On Left Wall	
154	0530949		Location, Bat Chrg Ind, Driver's Seat Riser	1
155	0016857		Shoreline, 20A 120V, Kussmaul Auto Eject, 091-55-20-120, Super	1
			Qty, - 01	
			Color, Kussmaul Cover - b) red	
			Shoreline Connection - Battery Charger	
156	0026800		Shoreline Location	1
			Location, Shoreline(s) - DS Crew Cab	
157	0647729		Alternator, 320 amp, Delco Remy 40SI	1
158	0092582		Load Manager/Sequencer, MUX	1
			Enable/Disable Hi-Idle - e)High Idle enable	
159	0766233		Headlights, Rect LED, Truck-Lite, AXT/DCF/Enf/Imp/Sab/Vel	1
160	0648418		Light, Directional, Wln M6T LED, Common Bezel, Above Headlights, Sab/Enf	1
161	0620054		Light, Directional/Marker, Intermediate, Weldon 9186-8580-29 LED 2lts	1
162	0647802		Lights, Clearance/Marker/ID, Front, P25 LED 5 Lts, Saber FR/Enforcer	1
163	0647899		Lights, Directional/Marker, Cab Front Side, Weldon 9186-8580-29 LED, Sab/Enf	1
164	0627282		Lights, Clearance/Marker/ID, Rear, FRP LED Bar & P25 LED 4Lts	1
165	0564683		Lights, Tail, Wln M6BTT* Red LED Stop/Tail & M6T* Amber LED Dir Arw For Hsg	1
			Color, Lens - Colored	
166	0561471		Lights, Backup, Wln M6BUW, LED, For Tail Lt Housing	1
167	0664481		Bracket, License Plate & Light, P25 LED	1
168	0556842		Bezels, Wln, (2) M6 Chrome Pierce, For mtg (4) Wln M6 lights	1
169	0589905		Alarm, Back-up Warning, PRECO 1040	1
170	0555422		Light, Marker End Outline, Rubber Arm/Amb, Marker Lamp, Shortened 429.200.LB	1
			Location, Lights - rear lower outer corners of body	
			Qty, Lights, Pair - 1	
171	0769420		Lights, Perimeter Cab, Amdor AY-LB-12HW020 LED 4Dr	1
			Z location -	
172	0769557		Lights, Perimeter Pump House, Amdor AY-LB-12HW0** LED 4lts	1
173	0770056		Lights, Perimeter Body, Amdor AY-LB-12HW020 LED 2lts, Rear Step	1
			Control, Perimeter Lts - Parking Brake Applied	
174	0556360		Lights, Step, P25 LED 4lts, Pump Pnl Sw	1
175	0640941		Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 2nd	1
			Location, Lights - in 4-way box above LS 2 compartment	
			Qty, - 01	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - f) Pump Operator's Panel	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
			Color, Wln Lt Housing - Black Flange	
176	0640991		Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 1st	1
			Location, Lights - behind driver side crew cab door as high as possible	
			Qty, - 01	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - f) Pump Operator's Panel	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
			Color, Wln Lt Housing - Black Flange	
177	0638454		Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 3rd	1
			Location, Lights - behind passenger side crew cab door as high as possible	
			Qty, - 01	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	
			Switch, Lt Control 2 DC,2 - f) Pump Operator's Panel	
			Switch, Lt Control 3 DC,3 - d) No Control	
			Switch, Lt Control 4 DC,4 - d) No Control	
			Color, Wln Lt Housing - Black Flange	
178	0629643		Light, Wln, 12V PCPSM2* Pioneer LED Fld/Spt, Surface Mnt 4th	1
			Location, Lights - in 4-way box above compartment RS2	
			Qty, - 01	
			Switch, Lt Control 1 DC,1 - a) DS Switch Panel	

Line	Option	Type	Option Description	Qty
178			Switch, Lt Control 2 DC,2 - g) PS Switch Panel Switch, Lt Control 3 DC,3 - e) Pump Operators Panel Switch, Lt Control 4 DC,4 - d) No Control Color, Wln Lt Housing - Black Flange	
179	0776357		Light, Visor, Wln, 12V P*H2* Pioneer, Cnt Feature, 1st Qty, - 01 Location, driver's/passenger's/center - Centered Color, Wln Lt Housing - Black Paint Control, Scene Lts - Cab Sw Panel DS and Cab Sw Panel PS Scene Light Optics - Flood/Spot	1
180	0689891		Lights, Deck, Wln (2) PFBP12C LED Rear Flood Lights Switch, Scene Lt Cntrl - i)switch at rear and ds sw pnl	1
181	0645676		Lights, Not Required, Hose Bed, Deck Lights At Rear	1
182	0645681		Lights, Not Required, Rear Work, Deck Lights At Rear	1
183	0709438		Light, Walking Surf, FRP Flood, LED	1
184	0060115		Pumper, Medium, Aluminum, 2nd Gen	1
185	0554271		Body Skirt Height, 20"	1
186	0013492		Tank, Water, 750 Gallon, Poly, Med, New York Style	1
187	0003405		Overflow, 4.00" Water Tank, Poly	1
188	0028104		Foam Cell Required	1
189	0633066		Sleeve, Through Tank Qty, Sleeve - 1 Water Tank Sleeve - Plumbing/Hydraulic Diameter - 3" Plumbing	1
190	0553725		Restraint, Water Tank, Heavy Duty, Special Type Tank, 4x4, or Export	1
191	0003429		Not Required, Direct Tank Fill	1
192	0003424		Not Required, Dump Valve	1
193	0048710		Not Required, Jet Assist	1
194	0030007		Not Required, Dump Valve Chute	1
195	0514778		Not Required, Switch, Tank Dump Master	1
196	0618241		Hose Bed, Aluminum, Pumper, New York Style Material Trim/Scuffplate - b) S/S, Brushed	1
197	0627877		Hose Bed Capacity, 1000' of 5.00", 1000' of 3.00"	1
198	0083488		Divider, Hose Bed, .25" Unpainted Qty, Hosebed Dividers - 4	4
199	0589278		Hose Restraint, Hose Bed, Velcro Strap on Top, 2" Heavy Nylon Web at Rear Type of fastener - seat belt buckle Nylon Web Color - Black Type of fastener, Rear - seat belt buckle - bottom of hosebed	1
200	0013512		Running Boards, 12.75" Deep	1
201	0689621		Tailboard, 16" Deep	1
202	0690037		Wall, Rear, Smooth Aluminum/Body Material Material, Rear Wall Inboard Facing Surfaces - Aluminum Diamondplate	1
203	0003531		Tow Bar, Under Tailboard	1
204	0590926		Hose Restraint, Running Board, Velcro Straps Location, Hose Tray, Running Board - Right Side Qty, Tray, Hose - 1	1
205	0003634		Tray, Hose, Running Board, Soft Suction Hose, 25' of 5.00" Location, Hose Tray, Running Board - c) RH side Qty, Tray, Hose - 1	1
206	0003561		Construction, Compt, Alum, Pumper	1
207	0023650		LS 152" Rollup, Full Height Front & Rear, FDLER	1
208	0063658		RS 152" Rollup, Full Height Front & Rear, FDLER	1
209	0692733		Doors, Rollup, Gortite, Side Compartments Qty, Door Accessory - 06 Color, Roll-up Door, Gortite - Painted to Match Lower Body Latch, Roll-up Door, Gortite - Non-Locking Liftbar	6
210	0013671		Compt, Rear, Rollup, 30.75" FF, 25.88" D	1
211	0692746		Door, Gortite, Rollup, Rear Compartment Color, Roll-up Door, Gortite - Painted to Match Lower Body Latch, Roll-up Door, Gortite - Non-Locking Liftbar	1
212	0554995		No Body Modification Required	1
213	0625184		Guard, Drip Pan, S/S, Rollup Door, Pumper Qty, Door Accessory - 07	7

Line	Option	Type	Option Description	Qty
213			Location, Door Guard/Drip Pan - LS1, LS2, LS3, RS1, RS2, RS3 and B1	
214	0616670		Lights, Compt, Pierce LED, Dual Light Strips, Each Side of Door, Pumper/Tanker Qty, - 07	7
215	0687146		Location, Compartment Lights - All Body Compts Shelf Tracks, Painted Qty, Shelf Track - 07	7
216	0600350		Location, Shelf Track - LS1, LS2, LS3, RS1, RS2, RS3 and B1 Shelves, Adj, 500 lb Capacity, Full Width/Depth, Predefined Locations Qty, Shelf - 05	5
217	0647472		Material Finish, Shelf - Painted - Spatter Gray Location, Shelves/Trays, Predefined - LS1-Transition Point, RS1- Transition Point, RS3-Transition Point, LS2-Centered and LS3-Transition Point Tray, Floor Mounted, Slide-Out, w/ Side Slides, FW/FD, 500lb, 2.00" Sides, 2G Qty, - 04	4
218	0540317		location - LS1, LS3, RS1, RS3 Material - Painted - Spatter Gray Toolboard, Swing-out, Alum, .188", Peg Board Qty - 3	3
219	0024016		Location, Pivot - Back Mounting, Toolboard - Adjustable Frt-back Hole Diameter, Pegboard/Toolboard - .203" diameter Finish, Pegboard/Toolboard - Painted - Spatter Gray Location, Toolboard - LS1, LS2 and RS2	
220	0784811		Rub Rail, Aluminum Extruded, Side & Rear of Body	1
221	0519849		Fender Crowns, Rear, Stainless, w/Removable Liner Material Finish, Fender Liner - Painted	1
222	0625546		Not Required, Hose, Hard Suction	1
223	0004126		Handrails, Top Mount Pump Panel, Per Print	1
224	0610196		Handrails, Beavertail, Standard	1
225	0657651		Handrail, Rear, Above Hose Bed, New York Style/Low Hose Bed Handrail Finish - Black Rubber Covered Reinforcement, Hose Bed Divider - Tied to Upper Handrail/Crossbar Compt, Air Bottle, Double, Full Width Door, Fender Panel Qty, Air Bottle Comp - 4	4
226	0004225		Door Finish, Fender Compt - Polished	
227	0004230		Location, Fender Compt - Double - LS Fwd, Double - LS Rear, Double - RS Fwd and Double - RS Rear	
228	0049958		Latch, Air Bottle Compt - Southco C2 Chrome Raised Insert, Air Bottle Compt - Rubber Matting	
229	0014245		Ladder, 24' Duo-Safety 900A 2-Section	1
230	0567897		Ladder, 14' Duo-Safety 775A Roof	1
231	0552649		Ladders Btwn Tank & S.Sht, RS, Ext'd Rr, Encl'd Complete, RPH Door, Material & Finish, Ladder Storage - smooth aluminum Latch, Door Ladder Storage - D-Handle latch	1
232	0004361		Ladder, 10' Duo-Safety Folding 585A, w/Mounting Location, Folding Ladder - Ladder Compartment	1
233	0785102		Pike Pole, 8' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-8 Qty, - 01	1
234	0592994		Location - ladder compartment	
235	0004435		Pike Pole, 6' Fire Hooks Unlimited, New York Roof Hook, Steel, Pry End, RH-6 Qty, - 01	1
236	0004481		Location - ladder compartment	
237	0559769		Tubes, Alum, Pike Pole Storage Qty, Pike Pole Tubes - 02	2
238	0635600		Location, Pike Pole Tube - Ladder Storage	
			Steps, Folding, Front of Body, Cargo Bed Access, w/LED, Trident Coating, Step - black	1
			Location, Steps - Full Height Left Side w/LED Light	
			Steps, Folding, Rear of Body, w/LED, Trident Coating, Step - black	1
			Pump, Waterous, CSU, 2000 GPM, Single Stage	1
			Seal, Grafoil, Waterous	1
			Trans, Pump, Waterous C20 Series	1
			Pumping Mode, Stationary Only	1

Line	Option	Type	Option Description	Qty
239	0605126		Pump Shift, Air w/Manual Override, Split Shaft, Interlocked, Watrous	1
240	0003148		Transmission Lock-up, EVS	1
241	0004547		Auxiliary Cooling System	1
242	0014486		Not Required, Transfer Valve, Stage Pump	1
243	0746501		Valve(s), Relief Intake, Elkhart	1
			Qty - 1	
			Pressure Setting - 125 psig	
244	0794959		Controller, Pressure, Pierce, Pump Boss, PBA300	1
245	0072153		Primer, Trident, Air Prime, Air Operated	1
246	0780364		Manuals, Pump, (2) Total, Electronic Copies	1
247	0602512		Plumbing, Stainless Steel and Hose, Single Stage Pump, Control Zone	1
248	0795135		Plumbing, Stainless Steel, w/Foam System	1
249	0004645		Inlets, 6.00" - 1250 GPM or Larger Pump	1
250	0004646		Cap, Main Pump Inlet, Long Handle, NST, VLH	1
251	0755850		Valve, Ball Intake, TFT, ABS Series	1
			Location - left side	
			Qty - 1	
			Hand Wheel Shaft - PS (Parallel)	
			Connection, Inlet, Side B - 1SP (4.0" Rigid Storz) with a cap	
			Connection, Outlet, Side A - NX (6.0" Threaded Swivel)	
252	0084610		Valves, Akron 8000 series- All	1
253	0004660		Inlet, Left Side, 2.50"	1
254	0004680		Inlet, Right Side, 2.50"	1
255	0004687		Valve, Inlet(s) Recess, Top Mount	1
256	0004710		Control, Inlet, at Top Mount Panel	1
			Qty, Inlets - 1	
257	0092569		No Rear Inlet (Large Dia) Requested	1
258	0092696		Not Required, Cap, Rear Inlet	1
259	0064116		No Rear Inlet Actuation Required	1
260	0009648		No Rear Intake Relief Valve Required on Rear Inlet	1
261	0092568		No Rear Auxiliary Inlet Requested	1
262	0563738		Valve, .75" Bleeder, Aux. Side Inlet, Swing Handle	1
263	0029043		Tank to Pump, (1) 3.00" Valve, 3.00" Plumbing	1
264	0004905		Outlet, Tank Fill, 1.50"	1
265	0004940		Outlet, Left Side, 2.50"	2
			Qty, Discharges - 02	
266	0092570		Not Required, Outlets, Left Side Additional	1
267	0004945		Outlet, Right Side, 2.50"	1
			Qty, Discharges - 01	
268	0092571		Not Required, Outlets, Right Side Additional	1
269	0005047		Outlet, 4" w/4" Right, Handwheel	1
			Valve, Brand - Akron	
270	0649939		Outlet, Front, 1.50" w/2" Plumbing	1
			Fitting, Outlet - 1.50" NST with 90 degree swivel	
			Drain, Front Outlet - Automatic	
			Location, Front, Single - top of right bumper	
271	0004995		Outlet, Rear, 2.50"	1
			Qty, Discharges - 01	
			Location, Outlet - b) left side	
272	0092574		Not Required, Outlet, Rear, Additional	1
273	0092573		Not Required, Outlet, Hose Bed/Running Board Tray	1
274	0752097		Caps/Plugs for 1.00" to 3.00" Discharges/Inlets, Chain	1
275	0563739		Valve, 0.75" Bleeder, Discharges, Swing Handle	1
276	0005091		Elbow, Left Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
277	0035094		Not Required, Elbow, Left Side Outlets, Additional	1
278	0025091		Elbow, Right Side Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
279	0089584		Not Required, Elbow, Right Side Outlets, Additional	1
280	0045091		Elbow, Rear Outlets, 45 Degree, 2.50" FNST x 2.50" MNST, VLH	1
281	0085695		Not Required, Elbow, Rear Outlets, Large, Additional	1
282	0005097		Elbow, Large Dia Outlet, 30 Deg, 4.00" FNST x 5.00" Storz	1
			Qty, - 01	
283	0062133		Control, Outlets, Manual, Pierce HW if applicable	1

Line	Option	Type	Option Description	Qty
284	0090926		Outlet, 3.00" Deluge w/TFT Extend-a-Gun XG12	1
285	0543604		Monitor, Akron 3431 Hi-Riser and 5" storz Inlet Grd Base	1
			Monitor Finish - Painted by OEM	
286	0046968		Nozzle, Akron 2499, Quad Stacked Tips and 3488 Shaper	1
287	0005070		Deluge Mount, NPT	1
288	0025140		Not Required, 1.50" Crosslays	1
289	0029196		Not Required, 2.50" Crosslay	1
290	0500535		Not Required, Hose Restraint, Crosslay	1
291	0005191		Speed, (2) 1.5", Top Mt/Side Cntrl, Std. Cap.	1
292	0752945		Hose Restr, Spdly, 2"Nylon Web, (2) Seat Belt Buckle, Tether Release	1
			Color, Strap - Black	
			Release, Seat Belt Buckle - Bar	
293	0005216		Reel, Booster, Aluminum - Over Pump, Left Side	1
294	0011060		Switch, Reel Rewind - One at Pump Panel	1
295	0005300		Hose, Booster - 150' of 1.00"/800 PSI	1
296	0005244		Capacity, Hose Reel 200' of 1"	1
297	0007428		Nozzle for Booster Reel Not Req'd	1
298	0624939		Foam Sys, Husky 3, Single Agent, Multi Select Feature	1
			Discharge, Foam Locations - Front Bumper Center, Hose Reel in Rear	
			Compartment, Rear Outlet Left Side, Speedlay Lower and Speedlay Upper	
			Discharge, Foam Locations - Front Bumper Center, Hose Reel in Rear	
			Compartment, Rear Outlet Left Side, Speedlay Lower and Speedlay Upper	
299	0012126		Not Required, CAF Compressor	1
300	0592527		Refill, Foam Tank, Integral, Husky 3	1
301	0590507		Demonstration, Foam System and CAFS, Dealer Provided, Conrad Fire Only	1
302	0005446		Foam Cell, 20 Gallon, Not Reduce Water	1
			Type of Foam - Class "A"	
303	0697589		Drain, 1.00", Foam Tank #1, Husky 3 Foam System, Quarter Turn	1
304	0091079		Not Required, Foam Tank #2	1
305	0091112		Not Required, Foam Tank #2 Drain	1
306	0018645		Pump House, Top Mount, 48", w/19" Walkway, Control Zone	1
			Light, Walkway Compt - P25 LED	
			Light, Walkway - P25 LED, 6lts	
			Location, Walkway Lights - Back Of Custom Cab	
307	0032479		Pump Panel Configuration, Control Zone	1
308	0635253		Material, Pump Panels, Top Control Painted FormCoat Black, Side Panels	1
			FormCoat	
			Material Finish, Pump Panel, Side Control - Painted FormCoat Black	
			Material, Pump Panel, Side Control - Aluminum	
			Material, Pump Panel, Top Control - Aluminum	
			Material Finish, Pump Panel, Top Control - Painted FormCoat Black	
309	0035574		Panel, Pump Access - Both Sides	1
310	0037731		Pump House Structure, Raised, Included with Ladder Storage	1
311	0583824		Light, Pump Compt, Wln 3SC0CDCR LED White	1
			Qty, - 01	
312	0586382		Gauges, Engine, Included With Pressure Controller	1
313	0005601		Throttle Included w/ Pressure Controller	1
314	0549333		Indicators, Engine, Included with Pressure Controller	1
315	0745568		Indicator Light, Pump Panel, Ok To Pump, Green	1
316	0511078		Gauges, 4.00" Master, Class 1, 30"-0-600psi	1
317	0511100		Gauge, 2.00" Pressure, Class 1, 30"-0-400psi	1
318	0062586		Gauge, Water Level, Class 1, Pierce Std	1
319	0062992		Gauge, Foam Level, (1) Tank, Class 1, 5lt	1
320	0648885		Light Shield, Top Mt, LED Strip Lights	1
321	0606697		Air Horns, (2) Grover, In Bumper	1
322	0606834		Location, Air Horns, Bumper, Each Side, Outside Frame, Inboard (Pos #2 & #6)	1
323	0016065		Control, Air Horn, Horn Ring, PS Chrome Push Button	1
324	0533071		Siren, Wln 295SLSC1, w/Detachable Mic Cord	1
325	0036136		Location, Elec Siren, Overhead on Swivel Bracket, Saber	1
326	0076156		Control, Elec Siren, Head Only	1
327	0601306		Speaker, (1) Wln, SA315P, w/Pierce Polished Stainless Steel Grille, 100 watt	1
			Connection, Speaker - siren head	

Line	Option	Type	Option Description	Qty
328	0601565		Location, Speaker, Frt Bumper, Recessed, Center (Pos 4)	1
329	0675701		Siren, Federal Q2B, Park Brake Interlock	1
330	0006095		Siren, Mechanical, Mounted Above Deckplate	1
			Location, Siren, Mech - a) Left	
331	0026163		Control, Mech Siren, DS & PS Foot Sw	1
332	0745080	SP	Lightbar, Wln, Freedom IV-Q, 72", RRBWRBOptBRWRBRR	1
			Opticom Priority - b) High	
			Opticom Activation - Cab Switch & E-Master	
			Momentary Opticom Activation - No Activation	
			Filter, Wln Freedom Ltbrs - No Filters	
333	0016380		No Additional Lights Req'd, Side Zone Upper	1
334	0540384		Lights, Front Zone, Wln M6°C LED, Clear Lens, in Common Bzl	1
			Color, Lt DS Front - Red	
			Color, Lt PS Front - Blue	
335	0653937		Flasher, Headlight Alternating	1
			Headlt flash deactivation - a)w/high beam	
336	0540692		Lights, Side Zone Lower, Wln M6°C LED, Clear Lens, 3pr, Ovr 25	1
			Location, Lights Front Side - b)each side bumper	
			Color, Lt Side Front - Red	
			Color, Lt Side Middle - Blue	
			Color, Lt Side Rear - Red	
			Location, Lights Mid Side - Rearward of Crew Cab Doors	
			Location, Lights Rear Side - Between Tandem	
337	0564655		Lights, Rear Zone Lower, Wln M6°C LED, Clear Lens, For Tail Lt Housing	1
			Color, Lt DS Rear - r) DS Rear Lt Red	
			Color, Lt PS Rear - b) PS Rear Lt Blue	
338	0088745		Light, Rear Zone Upper, Wln L31HRFN LED Beacon, Red LED	1
			Color, Dome, Rear Warning - j) both domes clear	
339	0006551		Not Required, Lights, Rear Upper Zone Blocking	1
340	0006615		Mtg, Rear Warn Lts, On Top of Compt	1
341	0791528		Light, Traffic Directing, Wln TAL65, 36.00" Long, TACTL5	1
			Activation, Traffic Dir L - Not Connected	
342	0551728		Location, Traf Dir Lt, Recessed with S/S Trim	1
343	0530282		Location, Traf Dir Lt Controller, Overhead Switch Panel DS Right End	1
344	0519934		Not Required, Brand, Hydraulic Tool System	1
345	0649753		Not Required, PTO Driven Hydraulic Tool System	1
346	0007150		Bag of Nuts and Bolts	1
			Qty, Bag Nuts and Bolts - 1	
347	0602516		NFPA Required Loose Equipment, Pumper, NFPA 2016, Provided by Fire Department	1
348	0602407		Soft Suction Hose, Provided by Fire Department, Pumper NFPA 2016 Classification	1
349	0027023		No Strainer Required	1
350	0602538		Extinguisher, Dry Chemical, Pumper NFPA 2016 Class, Provided by Fire Department	1
351	0602360		Extinguisher, 2.5 Gal. Pressurized Water, Pumper NFPA 2016, Provided by Fire Dept	1
352	0602679		Axe, Flathead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
353	0602667		Axe, Pickhead, Pumper NFPA 2016 Classification, Provided by Fire Department	1
354	0559682		Paint, Two Tone, Cab, w/Shield, Custom Cab	1
			Paint Color, Predefined - match current red #789	
			Paint Color, Upper Area, Predefined - #101 Black	
355	0646901		Paint Chassis Frame Assy, With Liner, E-Coat, Standard	1
			Paint Color, Frame Assembly, Predefined - Standard Black	
356	0693798		Paint, Front Wheels	1
			Paint, Wheels - Black #101	
357	0693793		Paint, Rear Wheels, Single Axle	1
			Paint, Wheels - Black #101	
358	0007230		Compartment, Painted, Spatter Gray	1
359	0544111		Reflective Band, 10"	1
			Color, Reflect Band - A - e) black	
360	0547618		Stripe, Diamond Grade, Chevron, Front Bumper	1
			Size, Chevron Striping - 06	
			Color, Chevron DG - Yellow	

Line	Option	Type	Option Description	Qty
361	0536954		Stripe, Chevron, Rear, Diamond Grade, Pumper	1
			Color, Rear Chevron DG - yellow	
362	0027341		Jog, In Reflective Stripe, Single or Multiple	1
			Qty, - 1	
363	0679885		Stripe, Sign Gold Outline Above & Below Reflective Band	1
			Qty, - 01	
364	0552453		Stripe, Reflective, Chevron, Cab and Crew Cab Doors Interior, Diamond Grade	1
			Color, Reflect Band - A - r) red diamond grade	
			Size, Chevron Striping - 04	
			Color, Reflect Chev - A - u) yellow diamond grade	
365	0679832		Stripe, Sign Gold, Across Cab Face	1
366	0679831		Stripe, Sign Gold, Cab Sides, IPO Chrome Molding	1
367	0027372		Lettering Specifications, (GOLD STAR Process)	1
368	0686432		Lettering, Gold Leaf, 3.00", Each	4
			Qty, Lettering - 04	
			Outline, Lettering - Outline	
369	0685750		Lettering, Sign Gold, 9.00", Each	6
			Qty, Lettering - 06	
			Outline, Lettering - Outline	
370	0685753		Lettering, Sign Gold, 8.00", (1-20)	1
			Outline, Lettering - Outline	
371	0685806		Lettering, Sign Gold, 5.00", Each	18
			Qty, Lettering - 18	
			Outline, Lettering - Outline	
372	0685732		Lettering, Sign Gold, 14.00", Each	4
			Qty, Lettering - 04	
			Outline, Lettering - Outline	
373	0684183		Emblem, Maltese Cross, Reflective, 18"-20", Pair	1
			Qty, - 01	
			Location, Emblem - One (1) each front cab door	
374	0754596	SP	Emblem, Sign Gold, 16" Tall, Each (Broken Arrow)	1
			Qty, - 01	
			Location, Emblem - TBD	
375	0754597	SP	Emblem, Sign Gold, 16" Tall, Pair (Broken Arrow)	1
			Qty, - 01	
			Location, Emblem - TBD	
376	0766493		Emblem, American Flag Muted w/Thin Red Line, Ptd Cab Grille, All Custom Chassis	1
377	0583553		Undercoating, Cab & Body, Stock/Demo Style, Pumper, Ziebart	1
378	0772003		Manual, Fire Apparatus Parts, USB Flash Drive, Custom	1
			Qty, - 01	
379	0772037		Manual, Chassis Service, USB Flash Drive, Custom	1
			Qty, - 01	
380	0773381		Manual, Chassis Operation, (1) USB Flash Drive, Custom	1
381	0030008		Warranty, Basic, 1 Year, Apparatus, WA0008	1
382	0696698		Warranty, Engine, Cummins, 5 Year, WA0181	1
383	0684953		Warranty, Steering Gear, Sheppard M110, 3 Year WA0201	1
384	0596017		Warranty, Frame, 50 Year, Custom Chassis, WA0013	1
385	0595698		Warranty, Axle, 3 Year, TAK-4, WA0050	1
386	0610485		Warranty, Axle, Eaton/Dana, 5 Year/100,000 Mile, Parts and Labor	1
387	0652758		Warranty, ABS Brake System, 3 Year, Meritor Wabco, WA0232	1
388	0019914		Warranty, Structure, 10 Year, Custom Cab, WA0012	1
389	0595813		Warranty, Paint, 10 Year, Cab, Pro-Rate, WA0055	1
390	0524627		Warranty, Electronics, 5 Year, MUX, WA0014	1
391	0695416		Warranty, Pierce Camera System, WA0188	1
392	0647720		Warranty, Pierce LED Strip Lights, WA0203	1
393	0046369		Warranty, 5-year EVS Transmission, Standard Custom, WA0187	1
394	0685945		Warranty, Transmission Cooler, WA0216	1
395	0688798		Warranty, Water Tank, Lifetime, UPF, Poly Tank, WA0195	1
396	0596025		Warranty, Structure, 10 Year, Body, WA0009	1
397	0693127		Warranty, Gortite, Roll-up Door, 6 Year, WA0190	1
398	0063510		Warranty, Pump, Waterous, 5 Year Parts, WA0225	1
399	0648675		Warranty, 10 Year S/S Pumping, WA0035	1

Line	Option	Type	Option Description	Qty
400	0657990		Warranty, Foam System, Husky 3, WA0231	1
401	0595820		Warranty, Paint, 10 Year, Body, Pro-Rate, WA0057	1
402	0595421		Warranty, Goldstar, 3 Year, Apparatus, WA0018	1
403	0683627		Certification, Vehicle Stability, CD0156	1
404	0777618		Certification, Engine Installation, Saber FR/Enf, Cummins L9, 2017,CD0155/CD0158	1
405	0686786		Certification, Power Steering, CD0098	1
406	0631980		Certification, Cab Integrity, Saber FR/Enforcer, CD0130	1
407	0631973		Certification, Cab Door Durability, Saber FR/Enforcer, CD0137	1
408	0631978		Certification, Windshield Wiper Durability, Saber FR/Enforcer, CD0132	1
409	0556828		Certification, Electric Window, Not Available	1
410	0631977		Certification, Seat Belt Anchors and Mounting, Saber FR/Enforcer, CD0134	1
411	0631976		Certification, Cab Heater and Defroster, Saber FR/Enforcer, CD0131	1
412	0631971		Certification, Cab Air Conditioning Performance, Saber FR/Enforcer, CD0135	1
413	0545073		Amp Draw Report, NFPA Current Edition	1
414	0002758		Amp Draw, NFPA/ULC Radio Allowance	1
415	0799248		Appleton/Florida BTO	1
416	0000018		PUMPER, 2ND GEN	1
417	0000012		PIERCE CHASSIS	1
418	0004713		ENGINE, OTHER	1
419	0046395		EVS 3000 Series TRANSMISSION	1
420	0020011		WATEROUS PUMP	1
421	0020009		POLY TANK	1
422	0028048		FOAM SYSTEM	1
423	0020005		TOP MOUNT	1
424	0020007		AKRON VALVES	1
425	0020015		ABS SYSTEM	1
426	0658751		PUMPER BASE	1



City of Broken Arrow

Request for Action

File #: 19-1331, Version: 1

Broken Arrow City Council

Meeting of: 11-05-2019

Title:

Approval of and authorization to reject bids received for a Cemetery utility cart, find that the best interest of the City of Broken Arrow will be served by the rejection

Background:

Bids were requested and sought to purchase a Heavy-Duty Turf Utility Vehicle for the Cemetery. Bids were solicited from nine (9) vendors. Five (5) bids were received.

All bids submitted except one were machines other than what the Fleet and Cemetery Managers expected to see. Upon review and investigation of this bid, an error in the nomenclature used in the title (Utility Cart instead of Heavy-Duty Turf Utility Vehicle) along with an error in the engine and transmission combination was discovered. The incorrect title is the main cause for the unexpected bids that were submitted under this specification. All the machines bid but one were standard non-turf type maintenance type carts that did not meet the bed size or the load capacity needed by the Cemetery. The one vehicle that did meet load capacity could not meet the engine/transmission combination specification.

The Purchasing Division strives to provide an open and competitive purchasing process for the acquisition of goods and/or services meeting the needs of the end users with the objective of obtaining maximum possible value while maintaining fair and equitable treatment of vendors. As such, Staff recommends rejecting the bids, rebidding the vehicle with the appropriate title and corrected specifications to ensure the acquisition of vehicle that meets the needs of the Cemetery.

Cost: \$0

Funding Source: Not applicable

Requested By: Lee Zirk, General Services Director

Approved By: City Manager's Office

Attachments: None

Recommendation:

Reject bids received for a Cemetery utility cart, find that the best interest of the City of Broken Arrow will be served by the rejection.



City of Broken Arrow

Request for Action

File #: 19-1375, Version: 1

Broken Arrow City Council

Meeting of: 11-05-2019

Title:

Approval of authorizing a 15 day extension to award bids for good cause shown for the purchase of two (2) Firehouse D1 Dump Body Trucks for the Streets Division of the Streets and Stormwater Department

Background:

The Streets and Stormwater Department has budgeted for the purchase of two (2) Firehouse D1 Dump Body Trucks for the Streets Division of the Streets and Stormwater Department. Funds for this purchase are available in the Sales Tax Capital Improvement (STCI) fund in the amount of \$300,000 (Project No. 205320, Account No. 030-5300-431.70-02).

The Purchasing Department solicited bids from eleven (11) vendors and three (3) bids were received.

Per the purchasing manual, the Streets and Stormwater Department is requesting a 15 day extension for good cause to review all pertinent information pertaining to this purchase.

Cost: \$ 0

Funding Source: Sales Tax Capital Improvement Fund

Requested By: Rocky Henkel, Director of Streets and Stormwater

Approved By: City Manager's Office

Attachments: NA

Recommendation:

Approve and authorize a 15 day extension to awards bids for good cause shown for the purchase of two (2) Firehouse D1 Dump Body Trucks.



City of Broken Arrow

Request for Action

File #: 19-1307, Version: 1

Broken Arrow City Council

Meeting of: 11-05-2019

Title:

Award the most advantageous bid to Warren Cat for the purchase of one (1) Superior Broom DT74C self-propelled, street sweeper for the Streets Division of the Streets and Stormwater Department

Background:

The Streets and Stormwater Department has budgeted for the purchase of one (1) self-propelled, street sweeper for the Streets Division of the Streets and Stormwater Department. Funds for this purchase are available in the Sales Tax Capital Improvement (STCI) fund in the amount of \$60,000 (Project No. 205323, Account No. 030-5300-431.70-03).

The Purchasing Department solicited bids from twelve (12) vendors and two (2) bids were received. From the two (2) bids received, only one (1) bid met specifications.

Base pricing of the self-propelled, street sweeper is reflected in the attached bid tabulation sheet. The bid tabulation includes all vendors who submitted bids for this self-propelled, street sweeper. Options 8,9 and 12 were omitted to purchase this piece of equipment within budget.

The bid specifications inform bidders that the City shall evaluate bids in response to the solicitation and will award the bid to the bidder whose bid is determined to be the lowest responsive, responsible bid. Additionally, the City may waive informalities or minor irregularities in bids received.

The Streets and Stormwater Department has identified Superior Broom DT74C self-propelled, street sweeper from Warren Cat as the lowest responsible bid and, therefore, recommends its purchase.

Cost: \$59,514.51

Funding Source: Sales Tax Capital Improvement Fund

Requested By: Rocky Henkel, Director of Streets and Stormwater

Approved By: City Manager's Office

Attachments: Bid Tab 20.114, Superior Broom DT74C self-propelled, street sweeper

Recommendation:

Award the most advantageous bid to Warren Cat for the purchase of one (1) Superior Broom DT74C self-propelled, street sweeper.

Bid 20.114

Self Propelled, Street Sweeper

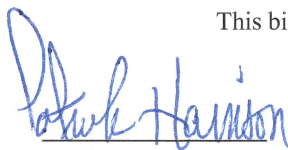
Bid Date 10/09/2019

	Item		Warren Cat	Kirby-Smith Machinery
	Specification		Superior Broom DT74C	Broce RCT-350
Item Number	Item	Qty.	Each price	Each Price
	Self Propelled, Street Sweeper	1	\$52,342.00	\$66,400.00
	Options			
1	Water Spray System	1	\$963.00	included
2	Standard Lighting Kit	1	\$497.00	included
3	Rear View Mirrors	1	\$115.00	included
4	Tilt & Telescoping Steering Column	1	\$556.00	included
5	Front Windshield Wipers	1	included	included
6	Hydraulic Temperture Gauge	1	\$126.00	included
7	Front and Rear Work Lights	1	\$174.00	included
8	Engine Air Intake Extension	1	\$111.00	included
9	Spare tire & wheel	1	\$339.00	included
10	Curb & gutter brush	1	\$4,210.00	included
11	Keys, extra keys (each)	11	\$7.41	\$8.50
	Total		\$59,514.51	\$66,476.50
	Meet specs		Yes	Yes
	List delivery time		45 days	10 days
	Warranty Machine		1 yr/1000k	1 yr/1000k
	Warranty Drivetrain		1 yr/1000k	1 yr/1000k
	Warranty Engine		2 yr/2000k	2 yr/2000k

Street Department Project 205323 Bids were sent to 12 vendors

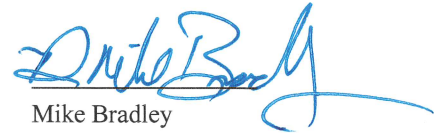
This bid tabulation is true and accurate to the best of our knowledge

Wednesday, October 9, 2019



Patrick Harrison

Purchasing Manager



Mike Bradley

Fleet Manager



City of Broken Arrow

Request for Action

File #: 19-1322, Version: 1

**Broken Arrow City Council
Meeting of: 11-05-2019**

Title:

Award the lowest responsible bid to Becco Contractors, Inc. and approve and authorize execution of a construction contract for the Florence Street Widening from Olive to Aspen (ST1410)

Background:

The project consists of widening an existing 2-lane asphalt roadway for approximately 1 mile with the first half mile widened from 2-lanes to 3-lanes while the remainder of project will be widened from 2-lanes to 5-lanes. The entire project will include an enclosed storm drainage system as well as concrete curb and gutter. Sidewalk is included and will be added to the north side for the full length of the project while on the south side sidewalk will be constructed from the school east to Aspen. Additional items of work included in the improvements project are extension of existing RCB bridge structure, waterline relocation, and pedestrian hybrid beacon installation.

The project was advertised on September 30 and October 1, 2019. Bids were opened on October 22, 2019 with four (4) bids received and all being responsive. The Certified Bid Tabulation is attached. The bids submitted were composed of One hundred and two (102) pay items to form the Total Base Bid. The lowest responsible bidder was Becco Contractors, Inc., with a Total Bid of \$3,877,000.00. The engineer's estimate was \$3,680,222.00.

Cost: \$3,877,000.00

Funding Source: 2014 General Obligation Bond

Requested By: Kenneth D. Schwab P.E., CFM, Assistant City Manager- Operations

Approved By: City Manager's Office

Attachments: Certified Bid Tabulation

Recommendation:

Award the lowest responsible bid to Becco Contractors, Inc. and approve and authorize execution of a construction contract for the Florence Street Widening from Olive to Aspen (ST1410)

BID TABULATION
FLORENCE STREET WIDENING OLIVE TO ASPEN
PROJECT NO. 571440 BID NO. 20111
BID OPENING 10/22/10 AT 2:00 P.M. AT THE CITY OF BROKEN ARROW OPERATIONS BUILDING

Item #	Pay Item Description	Units	Quantity	ENGINEER'S ESTIMATE		BICCO CONTRACTORS, INC.		PARAGON CONTRACTORS		CROSSLAND HEAVY CONTRACTORS, INC.		GRADELINE CONSTRUCTION LLC	
				Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension	Unit Cost	Extension
BASE BID													
1	ROADWAY	LSUM	1	\$8,000.00	\$ 8,000.00	\$ 75,000.00	\$ 75,000.00	\$ 82,500.00	\$ 82,500.00	\$ 201,491.20	\$ 201,491.20	\$ 175,000.00	\$ 175,000.00
2	CLEARING AND GRUBBING	CY	11,300	\$10.00	\$ 113,000.00	\$ 9.00	\$ 101,700.00	\$ 12.50	\$ 192,100.00	\$ 17.25	\$ 194,925.00	\$ 18.00	\$ 203,400.00
3	UNCLASSIFIED EXCAVATION	CY	3,400	\$20.00	\$ 68,000.00	\$ 1.00	\$ 3,400.00	\$ 22.50	\$ 76,500.00	\$ 7.50	\$ 25,500.00	\$ 21.00	\$ 71,400.00
4	TYPE A-SALVAGED TOPSOIL	LSUM	1	\$25,000.00	\$ 25,000.00	\$ 7,500.00	\$ 7,500.00	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00	\$ 78,000.00	\$ 78,000.00
5	TEMPORARY SILT FENCE	LF	4,500	\$2.00	\$ 9,000.00	\$ 2.00	\$ 9,000.00	\$ 2.95	\$ 13,275.00	\$ 1.15	\$ 5,175.00	\$ 4.50	\$ 20,250.00
6	TEMPORARY SEDIMENT FILTER	EA	20	\$200.00	\$ 4,000.00	\$ 200.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00	\$ 100.00	\$ 2,000.00	\$ 715.00	\$ 14,300.00
7	TEMPORARY ROCK FILTER DAM (TYPE 2)	CY	45	\$200.00	\$ 9,000.00	\$ 110.00	\$ 4,950.00	\$ 4.15	\$ 53,846.25	\$ 3.75	\$ 48,656.25	\$ 4.50	\$ 58,287.50
8	SOLID SLAB SODDING	AC	3	\$925.00	\$ 2,775.00	\$ 2,000.00	\$ 6,000.00	\$ 3,050.00	\$ 9,150.00	\$ 6,500.00	\$ 19,650.00	\$ 52.00	\$ 678.40
9	SEEDING METHOD A	TON	5,824	\$40.00	\$ 232,960.00	\$ 40.00	\$ 232,960.00	\$ 47.70	\$ 277,804.80	\$ 47.00	\$ 273,728.00	\$ 185.00	\$ 48,840.00
10	AGGREGATE BASE TYPE A	SY	12,975	\$2.50	\$ 32,437.50	\$ 4.00	\$ 51,900.00	\$ 5.60	\$ 72,900.00	\$ 6.65	\$ 85,800.00	\$ 5.50	\$ 70,875.00
11	LIME	TON	264	\$60.00	\$ 15,840.00	\$ 135.00	\$ 35,640.00	\$ 195.00	\$ 51,480.00	\$ 1.75	\$ 460.80	\$ 1.75	\$ 460.80
12	LIME MODIFIED SUBGRADE	SY	23,958	\$2.50	\$ 59,895.00	\$ 4.00	\$ 95,832.00	\$ 5.60	\$ 134,164.80	\$ 1.00	\$ 29,947.00	\$ 1.75	\$ 460.80
13	SEPARATOR FABRIC	SY	29,947	\$1.50	\$ 44,920.50	\$ 1.00	\$ 29,947.00	\$ 1.40	\$ 41,923.00	\$ 6.00	\$ 179,682.00	\$ 3.40	\$ 85,616.00
14	FABRIC REINFORCEMENT	SY	29,947	\$2.25	\$ 67,380.75	\$ 2.50	\$ 74,867.50	\$ 3.95	\$ 118,250.00	\$ 7.00	\$ 209,900.00	\$ 64.00	\$ 1,918,400.00
15	SUPERPAVE, TYPE S4 (PG 64-22 OK)	TON	10,920	\$75.00	\$ 819,000.00	\$ 60.00	\$ 654,000.00	\$ 65.25	\$ 717,512.50	\$ 50.00	\$ 545,000.00	\$ 92.00	\$ 998,400.00
16	SUPERPAVE, TYPE S4 (PG 70-28 OK) INSOLUBLE	TON	3,200	\$87.00	\$ 278,400.00	\$ 75.00	\$ 240,000.00	\$ 99.15	\$ 317,280.00	\$ 100.00	\$ 320,000.00	\$ 92.00	\$ 294,400.00
17	COLD MILLING PAVEMENT	SY	165	\$6.00	\$ 990.00	\$ 20.00	\$ 3,300.00	\$ 40.00	\$ 6,600.00	\$ 12.00	\$ 1,980.00	\$ 22.00	\$ 3,630.00
18	CONCRETE RAIL (TR)	LF	87.5	\$200.00	\$ 17,500.00	\$ 100.00	\$ 8,750.00	\$ 230.00	\$ 20,125.00	\$ 110.00	\$ 9,625.00	\$ 200.00	\$ 17,500.00
19	FOUR 8X3 RCB BARREL	LF	80	\$2,800.00	\$ 224,000.00	\$ 3,800.00	\$ 304,000.00	\$ 2,190.00	\$ 175,200.00	\$ 2,800.00	\$ 224,000.00	\$ 2,900.00	\$ 232,000.00
20	FOUR 8X3 RCB END SECTION	EA	2	\$75,000.00	\$ 150,000.00	\$ 90,000.00	\$ 180,000.00	\$ 28,000.00	\$ 176,000.00	\$ 55,000.00	\$ 440,000.00	\$ 105,000.00	\$ 210,000.00
21	TEMPORARY SHEET PILING	LSUM	1	\$95,000.00	\$ 95,000.00	\$ 17,000.00	\$ 34,000.00	\$ 37,500.00	\$ 75,000.00	\$ 25,000.00	\$ 50,000.00	\$ 40,000.00	\$ 80,000.00
22	TYPE III LAD UP RIPRAP	SY	584	\$60.00	\$ 35,040.00	\$ 70.00	\$ 40,880.00	\$ 47.00	\$ 27,480.00	\$ 34.00	\$ 19,856.00	\$ 45.00	\$ 26,280.00
23	FILTER FABRIC (RIPRAP)	SY	870	\$3.00	\$ 2,610.00	\$ 2.00	\$ 1,740.00	\$ 7.10	\$ 6,177.00	\$ 4.00	\$ 3,480.00	\$ 3.00	\$ 2,610.00
24	COMBINED CURB AND GUTTER (6" BARRIER)	LF	10,214	\$20.00	\$ 204,280.00	\$ 16.00	\$ 163,424.00	\$ 19.00	\$ 194,066.00	\$ 15.50	\$ 158,317.00	\$ 28.50	\$ 291,090.00
25	4" CONCRETE SIDEWALK	SY	2,944	\$40.00	\$ 117,760.00	\$ 55.00	\$ 161,920.00	\$ 38.00	\$ 111,872.00	\$ 49.00	\$ 144,256.00	\$ 50.00	\$ 147,200.00
26	6" CONCRETE DRIVEWAY (H.E.S.)	SY	880	\$60.00	\$ 52,800.00	\$ 65.00	\$ 57,200.00	\$ 61.50	\$ 54,120.00	\$ 50.00	\$ 44,000.00	\$ 62.00	\$ 54,560.00
27	4" DIA. MANHOLE	EA	2	\$2,500.00	\$ 5,000.00	\$ 2,500.00	\$ 5,000.00	\$ 2,700.00	\$ 5,400.00	\$ 2,600.00	\$ 5,200.00	\$ 2,750.00	\$ 5,500.00
28	6" DIA. MANHOLE	EA	2	\$3,250.00	\$ 6,500.00	\$ 4,200.00	\$ 8,400.00	\$ 3,600.00	\$ 7,200.00	\$ 3,375.00	\$ 6,750.00	\$ 4,000.00	\$ 8,000.00
29	6" DIA. MANHOLE	EA	1	\$4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 1,800.00	\$ 1,750.00	\$ 1,375.00	\$ 80.00	\$ 720.00	\$ 250.00	\$ 2,250.00
30	ADDT. DEPTH IN MANHOLE (4" DIAMETER)	VF	1	\$300.00	\$ 300.00	\$ 400.00	\$ 400.00	\$ 350.00	\$ 350.00	\$ 185.00	\$ 185.00	\$ 380.00	\$ 380.00
31	ADDT. DEPTH IN MANHOLE (5" DIAMETER)	VF	2	\$400.00	\$ 800.00	\$ 5,500.00	\$ 82,500.00	\$ 7,400.00	\$ 111,000.00	\$ 4,725.00	\$ 70,875.00	\$ 5,800.00	\$ 87,000.00
32	STANDARD BROKEN ARROW INLET - ST29-4 (4" DEPTH)	EA	15	\$4,500.00	\$ 67,500.00	\$ 6,000.00	\$ 90,000.00	\$ 7,950.00	\$ 119,250.00	\$ 5,000.00	\$ 75,000.00	\$ 5,900.00	\$ 88,500.00
33	STANDARD BROKEN ARROW INLET - ST29-4 (5" DEPTH)	EA	1	\$5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,400.00	\$ 6,400.00
34	STANDARD BROKEN ARROW INLET - ST29-4 (6" DEPTH)	EA	1	\$5,500.00	\$ 5,500.00	\$ 400.00	\$ 400.00	\$ 415.00	\$ 415.00	\$ 174.00	\$ 174.00	\$ 960.00	\$ 960.00
35	STANDARD BROKEN ARROW INLET - ST29-4 (6" DEPTH)	EA	1	\$5,500.00	\$ 5,500.00	\$ 400.00	\$ 400.00	\$ 415.00	\$ 415.00	\$ 174.00	\$ 174.00	\$ 960.00	\$ 960.00
36	ADDT. DEPTH IN STD. BROKEN ARROW INLET - ST24-4 (4" DEPTH)	VF	1	\$400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 415.00	\$ 415.00	\$ 174.00	\$ 174.00	\$ 960.00	\$ 960.00
37	ADDT. DEPTH IN STD. BROKEN ARROW INLET - ST24-4 (5" DEPTH)	EA	3	\$1,200.00	\$ 3,600.00	\$ 2,000.00	\$ 6,000.00	\$ 1,250.00	\$ 3,750.00	\$ 1,025.00	\$ 3,075.00	\$ 1,100.00	\$ 3,300.00
38	MANHOLES ADJUST TO GRADE	EA	7	\$350.00	\$ 2,450.00	\$ 300.00	\$ 2,100.00	\$ 275.00	\$ 1,925.00	\$ 80.00	\$ 560.00	\$ 400.00	\$ 2,800.00
39	VALVE BOXES ADJUST TO GRADE	EA	1	\$350.00	\$ 350.00	\$ 300.00	\$ 300.00	\$ 150.00	\$ 150.00	\$ 295.00	\$ 295.00	\$ 400.00	\$ 400.00
40	METER BOXES ADJUST TO GRADE	EA	2	\$1,700.00	\$ 3,400.00	\$ 2,500.00	\$ 5,000.00	\$ 2,200.00	\$ 4,400.00	\$ 1,750.00	\$ 3,500.00	\$ 3,500.00	\$ 7,000.00
41	FIRE HYDRANT RESET	EA	453	\$65.00	\$ 29,445.00	\$ 75.00	\$ 33,975.00	\$ 167.00	\$ 75,615.00	\$ 140.00	\$ 63,420.00	\$ 80.00	\$ 36,240.00
42	18" R.C. PIPE CLASS III, ROUND	EA	1	\$2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,100.00	\$ 1,100.00	\$ 1,085.00	\$ 1,085.00	\$ 1,300.00	\$ 1,300.00
43	30" PREPAB, CULVERT END SECTION, ROUND	EA	1	\$3,200.00	\$ 3,200.00	\$ 2,000.00	\$ 2,000.00	\$ 2,700.00	\$ 2,700.00	\$ 2,175.00	\$ 2,175.00	\$ 2,700.00	\$ 2,700.00
44	48" PREPAB, CULVERT END SECTION, ROUND	EA	1	\$3,200.00	\$ 3,200.00	\$ 84.00	\$ 119,700.00	\$ 65.70	\$ 93,622.50	\$ 67.00	\$ 95,475.00	\$ 85.00	\$ 121,125.00
45	24" HOPE PIPE	LF	1,425	\$65.00	\$ 92,625.00	\$ 87.00	\$ 124,785.00	\$ 81.65	\$ 116,378.60	\$ 98.00	\$ 140,670.00	\$ 105.00	\$ 150,000.00
46	30" HOPE PIPE	LF	884	\$80.00	\$ 70,720.00	\$ 100.00	\$ 88,400.00	\$ 95.00	\$ 84,020.00	\$ 92.00	\$ 81,600.00	\$ 135.00	\$ 120,000.00
47	36" HOPE PIPE	LF	299	\$95.00	\$ 28,405.00	\$ 112.00	\$ 33,488.00	\$ 116.00	\$ 34,728.00	\$ 115.00	\$ 34,395.00	\$ 180.00	\$ 162,000.00
48	42" HOPE PIPE	LF	431	\$110.00	\$ 47,410.00	\$ 125.00	\$ 53,875.00	\$ 158.50	\$ 68,422.50	\$ 140.00	\$ 60,400.00	\$ 190.00	\$ 171,000.00
49	48" HOPE PIPE	LF	303	\$130.00	\$ 39,390.00	\$ 125.00	\$ 38,125.00	\$ 158.50	\$ 48,425.50	\$ 140.00	\$ 42,400.00	\$ 190.00	\$ 171,000.00
50	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1	\$20,000.00	\$ 20,000.00	\$ 186,417.50	\$ 186,417.50	\$ 40,000.00	\$ 40,000.00	\$ 150,000.00	\$ 150,000.00	\$ 75,000.00	\$ 75,000.00
51	REMOVAL OF FENCE	SY	2,707	\$2.00	\$ 5,414.00	\$ 5.00	\$ 13,535.00	\$ 3.45	\$ 9,391.25	\$ 2.75	\$ 7,444.25	\$ 5.00	\$ 12,500.00
52	REMOVAL OF ASPHALT PAVEMENT	SY	8,909	\$4.50	\$ 40,090.50	\$ 5.00	\$ 44,545.00	\$ 7					



City of Broken Arrow

Request for Action

File #: 19-1337, Version: 1

**Broken Arrow City Council
Meeting of: 11-5-2019**

Title:

Approval of and authorization to execute Change Order CO2 with Ellsworth Construction, LLC for Construction Contract ST1210; 9th Street Widening, Elgin to El Paso

Background:

The 9th Street Widening, Elgin to El Paso is a 2011 and 2014 Streets General Obligation Bond Project to widen 9th Street to 5 lanes from north of Houston Street to north of Elgin Street. Also included is the construction of new traffic signals at the 9th Street and Dallas Street intersection and new parking lots on the east side of 9th Street south and west of the Patio Condominium Homes, Inc. (PCHI) property. The 9th Street Widening, Elgin to El Paso was advertised for bids on November 2 and 9, 2017. The lowest responsible bidder was Ellsworth Construction, L.L.C., with a Base Bid of \$3,240,755.94 and an Additive Alternate 1 bid of \$151,289.25 for a total bid of \$3,392,045.19.

This Change Order #2 addresses the following additions to the contract:

CO2-1

Per contract special provisions SP19, this contract is to be processed with asphalt binder price adjustments per the ODOT special provisions for price adjustment. The below costs summarize the adjustment applied to the asphalt laid to date on the project.

Contract Time Adjustments:

- None Required

The additional cost associated with these changes is as follows:

Previous Change Orders:	\$35,143.50
This Change Order:	\$34,686.97
Total Cost of Change Orders:	\$69,830.47
Original Contract Amount:	\$3,392,045.19
Revised Contract Amount:	\$3,461,875.66
Percent Change in Contract:	2.06%

Applicable to Comp. Bid Act: 2.06%

Cost: \$34,686.97

Funding Source: 2011 Streets Go Bond, 2014 Streets Go Bond, and STCI

Requested By: Kenneth D. Schwab, P.E., CFM, Assistant City Manager - Operations

Approved By: City Manager Office

Attachments: ST1210 - Change Order #2

Recommendation:

Approve and authorize execution of Change Order CO2 with Ellsworth Construction, LLC. for Construction Contract ST1210; 9th Street Widening, Elgin to El Paso

Contract Change Order # 2

Project Name: 9th Street: Elgin to El Paso Roadway Improvements Project Number: ST1210
Project Location: 9th Street Elgin to El Paso Date of Application: Tuesday, October 29, 2019
Contractor: Ellsworth Construction Submitted By: Nathan Ellsworth

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

- 2) Per contract special provisions SP19, this contract is to be processed with asphalt binder price adjustments per the ODOT special provisions for price adjustment. The cost proposal notes costs summarize the adjustment applied to the asphalt laid to date on the project.

Change in Contractual Project Time:

- 1) None Required

Plan Sheets or Additional Documents Attached: ☒ Yes ☐ No ☐ Other: _____

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
CO2-1		Asphalt Binder Adjustment #2	LS	\$ 34,686.97	1	\$ 34,686.97
Total Change Cost:						\$ 34,686.97

Summary of Project Costs

Total Previous Change Orders:	\$ 35,143.50	Original Contract Amount:	\$ 3,392,045.19
Current Change Order:	\$ 34,686.97	Amended Contract Amount:	\$ 3,461,875.66
Total Cost of Change Orders:	\$ 69,830.47	Percent Change in Contract:	2.06%
Total Cost Applicable to CBA:	\$ 69,830.47	Percent Change Applicable to CBA:	2.06%

Change Order Authorization

Change Order # <u>2</u> in the sum of: \$ <u>34,686.97</u>	has been reviewed by all parties and is recommended for approval by:	
Contractor Submitting Change Order:	<u>Nathan Ellsworth</u> Name	<u>10/29/19</u> Date
Construction Division Manager:	<u>Timothy S Robins, PE</u> Name	<u>10/29/19</u> Date
Director of Engineering & Construction:	<u>Mike Kyser</u> Name	<u>10/30/19</u> Date
Assistant City Manager - Operations:	<u>Kenneth D Schwab, PE</u> Name	<u>10-30-19</u> Date
City Manager:	<u>Michael Spurgeon</u> Name	 Date

This Change is Executed Through:

- ☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.
or
☒ This change to the contract documents was approved at the City Council/BAMA meeting held on : Tuesday, November 5, 2019



5141 S. 24 W. AVE.
TULSA, OKLAHOMA 74107
(918) 446-5229 - FAX: (918) 446-8148

Date: Oct 10, 2019

Project: 9th Street Widening, Elgin to El Paso ST1210 Bid Number 18.130

Subject: Asphalt Binder Increase for Asphalt Installed November 2018

Chad Nichols,

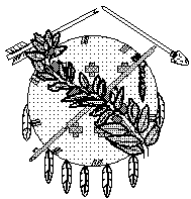
Per your request, please review binder index price increase below:

Date	Base	Surface	Binder Adj	Surface Adj	Index Month	Bid Month
2/1/2019	52.46		\$ 326.86	\$ -	\$ 462.50	\$ 305.00
4/1/2019	2626.15		\$ 15,259.77	\$ -	\$ 452.50	\$ 305.00
4/1/2019		176.04	\$ -	\$ 1,169.05	\$ 452.50	\$ 305.00
7/1/2019	1444.25		\$ 10,060.21	\$ -	\$ 480.00	\$ 305.00
7/1/2019		55.25	\$ -	\$ 439.83	\$ 480.00	\$ 305.00
8/1/2019	302.95		\$ 2,110.26	\$ -	\$ 480.00	\$ 305.00
9/1/2019	586.65		\$ 4,086.43	\$ -	\$ 480.00	\$ 305.00
9/1/2019		155.08	\$ -	\$ 1,234.56	\$ 480.00	\$ 305.00

We would like to bill this **\$34686.97** under owner allowance in our October 2019 billing application. Please review this request for authorization and advise.

Respectfully,

Jimmy Minnick
General Superintendent
Ellsworth Construction, LLC
918.446.1500
jminnick@ellsworthinc.com



City of Broken Arrow

Request for Action

File #: 19-1339, Version: 1

**Broken Arrow City Council
Meeting of: 11-5-2019**

Title:

Approval of and authorization to execute Change Order CO3 for Construction Contract 171703; Tiger Hill Soldier Pile Retaining Wall

Background:

The Tiger Hill Soldier Pile Retaining Wall project serves as a second retaining wall on the tiger hill site at the southeast corner of 9th Street and Kenosha, ultimately serving as a supplemental structural support for the existing retaining wall. This retaining wall also acts as a mechanism to facilitate the lowering of the grade of the adjacent project. The City advertised the construction documents on September 25, 2018 and October 2, 2018, and opened bids on October 16, 2018. The contract was awarded to the low bidder, Stronghand LLC. at a contract cost of \$1,498,681.24. Notice to proceed was issued to the contractor on January 7, 2019.

This Change Order #3 addresses the following additions to the contract:

CO3-1

As reflected in RFI #6 for the Tiger Hill Soldier Pile Wall project, during the drilling operations for the last soldier pile on the far west side of the wall alignment, a natural gas service line was hit during drilling operations. This line was not marked during the one-call operations as it is a service line. This change order proposal by the contractor is to repair the damaged gas line within the drilled shaft hole. The pile was determined to be deleted from the project by the Engineer of Record and the hole backfilled with flow fill, paid out by a separate line item. The below costs constitute a complete in place cost for the repairs.

CO3-2

As reflected in RFI #7 for the Tiger Hill Soldier Pile Wall project, the contractor shall connect the back of wall drainage system into the existing storm drainage piping under ground at both the east and west sides of the retaining wall alignment. This is being performed in lieu of terminating the drainage pipe to the face of the wall as noted in the plans. The below costs summarize a complete in place product and all applicable mark ups are included.

CO3-3

As reflected in RFI #8 for the Tiger Hill Soldier Pile Wall project, the contractor shall encase the drainage pipe with a filter fabric prior to installation of the sand filter section noted within the standard details for the back of wall drainage system. This has been approved by the engineer of record for incorporation into the plans. The below costs summarize a complete in place product and all applicable mark ups are included.

Contract Time Adjustments:

- As specified in the RFI responses for each of the above change order items, a total of (5) calendar days

shall be added to the contract.

The additional cost associated with these changes is as follows:

Previous Change Orders:	\$80,625.51
This Change Order:	\$8,942.50
Total Cost of Change Orders:	\$89,568.01
Original Contract Amount:	\$1,498,681.24
Revised Contract Amount:	\$1,588,249.25
Percent Change in Contract:	5.98%
Applicable to Comp. Bid Act:	5.98%

Cost: \$8,942.50

Funding Source: Sales Tax Capital Improvements (STCI)

Requested By: Kenneth D. Schwab, P.E., CFM, Assistant City Manager - Operations

Approved By: City Manager Office

Attachments: 171703 - Change Order #3

Recommendation:

Approve and authorize execution of Change Order CO3 for Construction Contract 171703; Tiger Hill Soldier Pile Retaining Wall

Contract Change Order # 2

Project Name: <u>Tiger Hill Soldier Pile Retaining wall</u>	Project Number: <u>171703</u>
Project Location: <u>SE Crn of Kenosha and 9th St</u>	Date of Application: <u>Wednesday, May 15, 2019</u>
Contractor: <u>Stronghand LLC.</u>	Submitted By: <u>Chris B.</u>

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

- As reflected in RFI #6 for the Tiger Hill Soldier Pile Wall project, during the drilling operations for the last soldier pile on the far west side of the wall alignment, a natural gas service line was hit during drilling operations. This line was not marked during the one-call operations as it is a service line. This change order proposal by the contractor is to repair the damaged gas line within the drilled shaft
- 1) hole. The pile was determined to be deleted from the project by the Engineer of Record and the hole backfilled with flow fill, paid out by a separate line item. The below costs constitute a complete in place cost for the repairs.

- As reflected in RFI #7 for the Tiger Hill Soldier Pile Wall project, the contractor shall connect the back of wall drainage system into the existing storm drainage piping under ground at both the east and west sides of the retaining wall alignment. This is being performed in lieu
- 2) of terminating the drainage pipe to the face of the wall as noted in the plans. The below costs summarize a complete in place product and all applicable mark ups are included.

- As reflected in RFI #8 for the Tiger Hill Soldier Pile Wall project, the contractor shall encase the drainage pipe with a filter fabric prior to installation of the sand filter section noted within the standard details for the back of wall drainage system. This has been approved by the
- 3) engineer of record for incorporation into the plans. The below costs summarize a complete in place product and all applicable mark ups are included.

Change in Contractual Project Time:

- 1) As specified in the RFI responses for each of the above change order items, a total of (5) calendar days shall be added to the contract.

Plan Sheets or Additional Documents Attached: ☒ Yes ☐ No ☒ Other: RFI #4 & cost proposal

Work Order Quantities

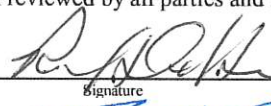
Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
CO3-1		Gas Line Repairs	LS	\$ 2,557.50	1	\$ 2,557.50
CO3-2		Drainage System Connections	LS	\$ 2,185.00	1	\$ 2,185.00
CO3-3		Drainage Pipe Filter Fabric	LS	\$ 4,200.00	1	\$ 4,200.00
Total Change Cost:						\$ 8,942.50

**Public Contract
Application for
Contractual Changes**

Summary of Project Costs

Total Previous Change Orders:	\$ 80,625.51	Original Contract Amount:	\$ 1,498,681.24
Current Change Order:	\$ 8,942.50	Amended Contract Amount:	\$ 1,588,249.25
Total Cost of Change Orders:	\$ 89,568.01	Percent Change in Contract:	5.98%
Total Cost Applicable to CBA:	\$ 89,568.01	Percent Change Applicable to CBA:	5.98%

Change Order Authorization

Change Order # <u>2</u> in the sum of: \$ <u>8,942.50</u>	has been reviewed by all parties and is recommended for approval by:	
Contractor Submitting Change Order:		<u>10/29/19</u>
	Name	Signature
Construction Division Manager:	Timothy S Robins, PE	<u>10/30/19</u>
	Name	Signature
Director of Engineering & Construction:	Mike Kyser	<u>10/30/19</u>
	Name	Signature
Assistant City Manager - Operations:	Kenneth D Schwab, PE	<u>10-30-19</u>
	Name	Signature
City Manager:	Michael Spurgeon	
	Name	Signature

This Change is Executed Through:

- ☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.
or
☒ This change to the contract documents was approved at the City Council/BAMA meeting held on : Tuesday, November 5, 2019

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Document G716™ – 2004

Request for Information (RFI)

TO: Tim Robins**FROM:** Chris Byrne**PROJECT:** Tiger Hill Retaining Wall**ISSUE DATE:** October 14, 2019**RFI No.:** 6**REQUESTED REPLY DATE:** ASAP**PROJECT NUMBERS:** 171703**COPIES TO:** Levi Ethridge
Rocky Deherrera
Lahra Byrne**RFI DESCRIPTION:** *(Fully describe the question or type of information requested.)*

During drilling operations, a pile hole was located directly on top of a gas line. Line was not marked or indicated on any drawings, City of BA and ONG were unaware of line location. Drill bit broke line and caused a gas leak. Stronghand was requested to repair line and directed Cook's Consulting (drilling sub) to repair the line and return it to service. City requested the pile and resulting panel be deleted and for the hole to be filled with CLSM. City department picked up the I-Beam and Arrowhead precast disposed of panel.

REFERENCES/ATTACHMENTS: *(List specific documents researched when seeking the information requested.)***SPECIFICATIONS****DRAWINGS****OTHER**

Drawings Sheet 8, Station 10+00 and resultant panel to be deleted, but charged to City of BA. No additional cost impact.

SENDER'S RECOMMENDATION: *(If RFI concerns a site or construction condition, the sender may provide a recommended solution, including cost and/or schedule considerations.)*

Received invoice #1219-85 from Cook's Consulting for \$2,325.00 for repairs (attached)
Recommend raising change order +10% for the repairs and modification to scope of work.
Schedule impact was 4 days.
Total Cost Impact: \$2,557.50

RECEIVER'S REPLY: *(Provide answer to RFI, including cost and/or schedule considerations.)*

The costs proposed above are acceptable by the City of Broken Arrow. The City of Broken Arrow does not agree with the impact of 4 calendar days due to this event and subsequently denies the proposed time. The gas line was hit under normal drilling operations on July 8, a response to delete the pile hole on July 9 and the drill machine moved to the next phase. COBA shall grant (1) one additional calendar day to the contract.

By:  **Date:** 10/23/19 **Copies to:** Project Files

NOTE: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Minor Change in the work must be executed in accordance with the Contract Documents.

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Document G716™ – 2004

Request for Information (RFI)

TO: Tim Robins**FROM:** Chris Byrne**PROJECT:** Tiger Hill Retaining Wall**ISSUE DATE:** October 14, 2019**RFI No.:** 7**REQUESTED REPLY DATE:** ASAP**PROJECT NUMBERS:** 171703**COPIES TO:** Levi Ethridge
Rocky Deherrera
Lahra Byrne**RFI DESCRIPTION:** *(Fully describe the question or type of information requested.)*

Contract Drawings have french drain behind soldier pile wall terminating into embankment. City requests Stronghand to modify french drain to tie-in to the existing storm water sewer lines in 2 locations, on the East and West of the wall, respectively.

REFERENCES/ATTACHMENTS: *(List specific documents researched when seeking the information requested.)***SPECIFICATIONS****DRAWINGS****OTHER**

Drawings Sheet 7, drain detail.

SENDER'S RECOMMENDATION: *(If RFI concerns a site or construction condition, the sender may provide a recommended solution, including cost and/or schedule considerations.)*

Crew labor, pipe materials, earthmoving equipment, diesel to expose drain, cut, modify, and tie-in to storm water drain.

Schedule impact was 3 days.

Total Cost Impact: \$2,185.00

RECEIVER'S REPLY: *(Provide answer to RFI, including cost and/or schedule considerations.)*

The above noted costs and schedule impacts are acceptable by the City of Broken Arrow.

By:**Date:**

10/22/19

Copies to:

Project Files

NOTE: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Minor Change in the work must be executed in accordance with the Contract Documents.

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Request for Information (RFI)

TO: Tim Robins**FROM:** Chris Byrne**PROJECT:** Tiger Hill Retaining Wall**ISSUE DATE:** October 14, 2019**RFI No.:** 8**REQUESTED REPLY DATE:** ASAP**PROJECT NUMBERS:** 171703**COPIES TO:** Levi Ethridge
Rocky Deherrera
Lahra Byrne**RFI DESCRIPTION:** *(Fully describe the question or type of information requested.)*

Contract Drawings show french drain perf pipe encased directly with sand without filter fabric. City requests Stronghand to wrap entire length of 8" pipe with filter fabric prior to encasing with sand

REFERENCES/ATTACHMENTS: *(List specific documents researched when seeking the information requested.)***SPECIFICATIONS****DRAWINGS****OTHER**

Drawings Sheet 7, drain detail.

SENDER'S RECOMMENDATION: *(If RFI concerns a site or construction condition, the sender may provide a recommended solution, including cost and/or schedule considerations.)*

2 rolls of filter fabric, 3 crew days of 4 men and equipment.

Schedule impact was 4 days.

Total Cost Impact: \$4,200.00

RECEIVER'S REPLY: *(Provide answer to RFI, including cost and/or schedule considerations.)*

The above noted costs, while COBA feels these are excessive as direct material costs are less than 1/4 the proposed cost, are acceptable and approved. The COBA contends that this operation added 3 days with 4 men constituting 96 man hours to wrap an 8" pipe with fabric. COBA shall agree to amend the contract time by (1) calendar day for this operation.

By:**Date:**

10/22/19

Copies to:

Project Files

NOTE: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Minor Change in the work must be executed in accordance with the Contract Documents.



City of Broken Arrow

Request for Action

File #: 19-1323, **Version:** 1

Broken Arrow City Council
Meeting of: 11-05-2019

Title:

Approval of and authorization to execute Resolution No. 1278, a Resolution authorizing acceptance of a General Warranty Deed for a tract of land which consists of 1.6695 acres of Permanent Right-of-Way for future projects in the area of Florence and Garnett. The Parcel is located in the Southwest Quarter of Section 29, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, from American Southwest Properties, LLC, Guadalupe Investors, LLC, and SHS, LLC

Background:

The attached General Warranty Deed is being donated to the City of Broken Arrow, a municipal corporation, from American Southwest Properties, LLC, an Oklahoma limited liability company, successor by conversion to American Southwest Properties, Inc., an Oklahoma corporation, Guadalupe Investors, LLC, a Texas limited liability company, and SHS, LLC, an Oklahoma limited liability company, the property owners of Parcel which consists of 1.6695 acres of Permanent Right of Way located at the Northeast corner of Florence and Garnett, Broken Arrow, in the Southwest Quarter of Section 29, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma.

Cost: \$0.00

Funding Source: N/A

Requested By: Kenneth D. Schwab, P.E., CFM, Assistant City Manager - Operations

Approved By: City Manager's Office

Attachments: Resolution No. 1278
General Warranty Deed

Recommendation:

Approve Resolution No. 1278 and authorize its execution.

RESOLUTION NO. 1278

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FOR A TRACT OF LAND WHICH CONSISTS OF 1.6695 ACRES OF PERMANENT RIGHT-OF-WAY FOR FUTURE PROJECTS IN THE AREA OF FLORENCE AND GARNETT. THE PARCEL IS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA, FROM AMERICAN SOUTHWEST PROPERTIES, LLC, GUADALUPE INVESTORS, L.L.C., AND SHS, LLC.

WHEREAS, the right-of-way donation is for future projects in the area of Florence and Garnett; and

WHEREAS, the City of Broken Arrow's right-of-way agent has received a donation from American Southwest Properties, LLC, an Oklahoma limited liability company, successor by conversion to American Southwest Properties, Inc., an Oklahoma corporation, Guadalupe Investors, L.L.C., a Texas limited liability company, and SHS, LLC, an Oklahoma limited liability company, the property owners of Parcel which consists of 1.6695 acres of Permanent Right of Way generally located at the Northeast corner of Florence and Garnett, Broken Arrow, Oklahoma; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accept the General Warranty Deed for the Parcel from American Southwest Properties, LLC, Guadalupe Investors, L.L.C., and SHS, LLC.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 5th day of November 2019.

MAYOR

ATTEST:

(seal) CITY CLERK

APPROVED AS TO FORM:



ASSISTANT CITY ATTORNEY

GENERAL WARRANTY DEED

THIS INDENTURE is made this 20th day of October, 2019 between AMERICAN SOUTHWEST PROPERTIES, LLC, an Oklahoma Limited Liability Company, successor by conversion to AMERICAN SOUTHWEST PROPERTIES, INC., an Oklahoma corporation, GUADALUPE INVESTORS, L.L.C., a Texas limited liability company, and SHS, LLC, an Oklahoma limited liability company, party of the first part, and CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars (\$10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of TULSA, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

AMERICAN SOUTHWEST PROPERTIES,
LLC, an Oklahoma Limited Liability
Company, successor by conversion to
AMERICAN SOUTHWEST PROPERTIES,
INC., an Oklahoma corporation

By: 
Jack S. Wright, Member Manager



State of OK)
) §.
County of Tulsa)

Before me, the undersigned, a Notary Public within and for said County and State, on this 20th day of October, 2019, personally appeared Jack S. Wright, to me known to be the identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such person(s) for the uses and 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.

My Commission expires: 8.1.2023

Ashley Martens
Notary Public



GUADALUPE INVESTORS, L.L.C.,
a Texas limited liability company

By: [Signature]
John Alan Davis, Member Manager

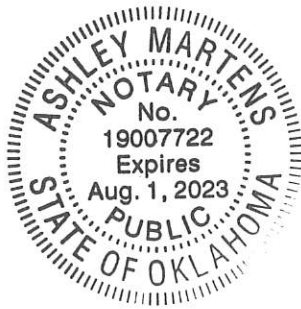
State of OK)
) §.
County of Tulsa)

Before me, the undersigned, a Notary Public within and for said County and State, on this 20th day of October, 2019, personally appeared John Alan Davis, to me known to be the identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such person(s) for the uses and 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.

My Commission expires: 8.1.2023

Ashley Martens
Notary Public



SHS, LLC,
an Oklahoma limited liability company

By: Edwin A. Schermerhorn
Edwin A. Schermerhorn, Member Manager

State of OK)
County of TULSA) §.

Before me, the undersigned, a Notary Public within and for said County and State, on this 20th day of October, 2019, personally appeared Edwin A. Schermerhorn, to me known to be the identical person(s) who executed the within and foregoing instrument as the free and voluntary act and deed of such person(s) for the uses and 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.

My Commission expires: 8.1.2023

Ashley Martens
Notary Public

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

[Signature]
Assistant City Attorney

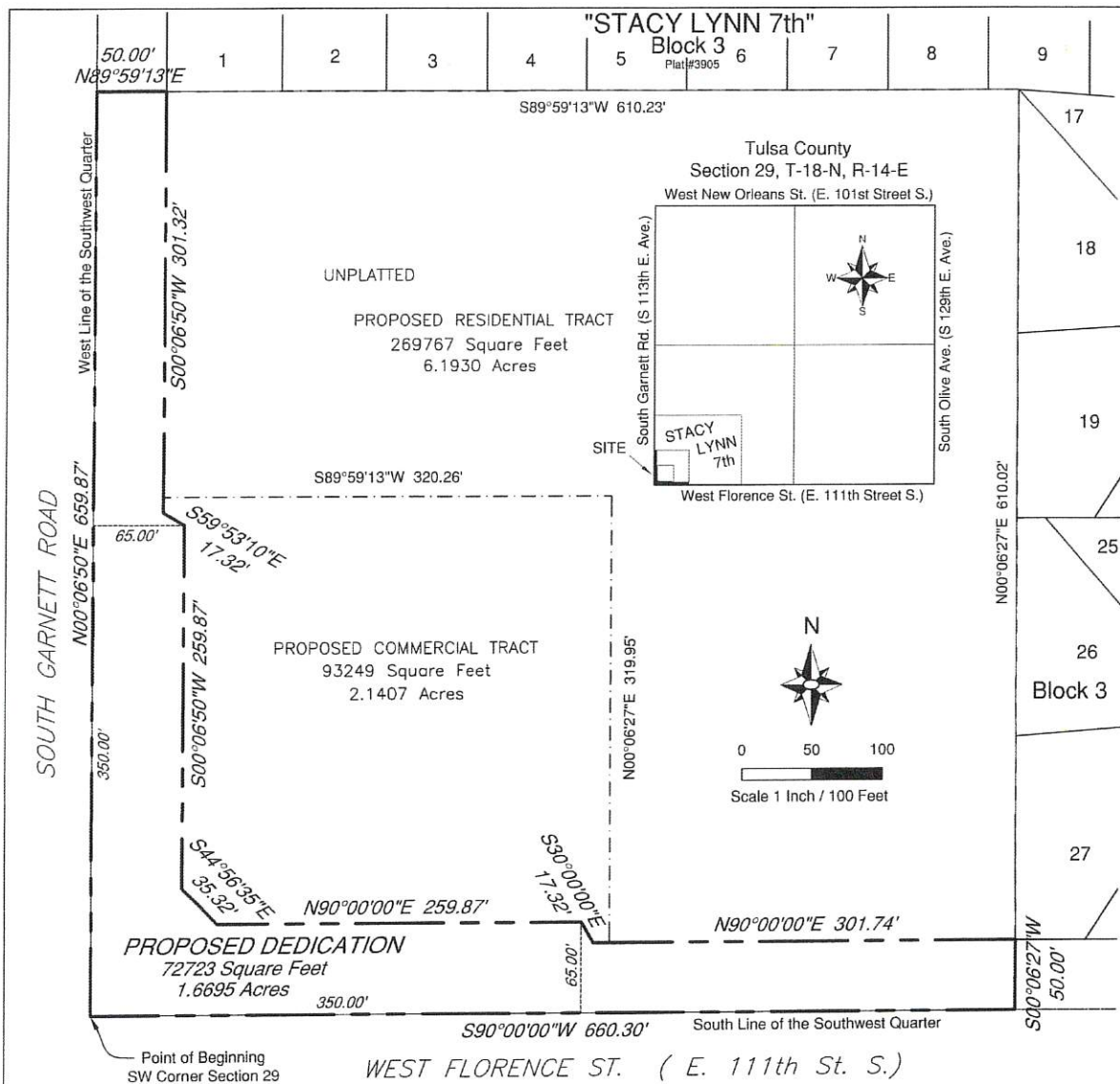
Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

Engineer: RDH Checked: 10/24/19
Project: Florence and Garnett Northeast corner ROW

City Clerk



LEGAL DESCRIPTION:

A tract of land that is a part of the Southwest Quarter (SW4) of Section Twenty-nine (29), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Meridian, Tulsa County, State of Oklahoma, more particularly described as follows; Point of Beginning at the Southwest corner of said Section 29, thence along the West line of the Southwest Quarter (SW4) of Section 29, N00°06'50"E a distance of 659.87 feet; Thence N89°59'13"E a distance of 50.00 feet to the Southwest corner of Lot 1, Block 3, "STACY LYNN 7th" an addition to the City of Broken Arrow filed as Plat #3905 at the Office of the Tulsa County Clerk; Thence S00°06'50"W a distance of 301.32 feet; Thence S59°53'10"E a distance of 17.32 feet; Thence S00°06'50"W a distance of 259.87 feet; Thence S44°56'35"E a distance of 35.32 feet; Thence N90°00'00"E a distance of 259.87 feet; Thence S30°00'00"E a distance of 17.32 feet; Thence N90°00'00"E a distance of 301.74 feet to the Southwest corner of Lot 27, Block 3, "STACY LYNN 7th"; Thence S00°06'27"W a distance of 50.00 feet to a point on the South line of the Southwest Quarter (SW4) of Section 29; Thence S90°00'00"W a distance of 660.30 feet to the Point of Beginning.

Having an area of 72723 square feet, 1.6695 acres

Bearings based on the platted line of "STACY LYNN 7th" Plat #3905.

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



Page 1 of 1
EXHIBIT A



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

DEED OF DEDICATION

Parcel # 98429-84-29-50910

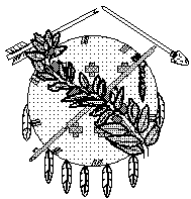
Owner: SHS LLC AND AMERICAN SOUTHWEST PROPERTIES LLC & GUADALUPE

Area: 72723 square feet, 1.6695 acres

Revision: 0

Date: September 24, 2019

Project: 1909067



City of Broken Arrow

Request for Action

File #: 19-1328, **Version:** 1

Broken Arrow City Council
Meeting of: 11-05-2019

Title:

Acceptance of a Temporary Construction Easement consisting of 0.0053 acres from Goodwill Industries of Tulsa, Inc., on property located at 2210 West Washington Street, Broken Arrow, Oklahoma, located in part of the Southeast Quarter of Section 16, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma for the Washington Street Improvements, Olive to Aspen, Parcel 5A (Project No. ST1616A)

Background:

The attached Temporary Construction Easement is being donated to the City of Broken Arrow from Goodwill Industries of Tulsa, Inc. the owner. Parcel 5A consists of .0053 acres of Temporary Construction Easement for the Washington Street Improvements, Olive to Aspen, located in the Southeast Quarter of Section 16, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma.

Cost: \$0.00

Funding Source: General Obligation Bond 2014

Requested By: Kenneth D. Schwab, P.E., CFM, Assistant City Manager - Operations

Approved By: City Manager's Office

Attachments: Temporary Construction Easement
Affidavit

Recommendation:

Accept the Temporary Construction Easement.

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, **GOODWILL INDUSTRIES OF TULSA, INC.**, the Owner, of the legal and equitable title to the following described real estate situated in TULSA County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in said County, to-wit:

SEE EXHIBIT "A"

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of street improvements for the Washington Street Improvements, Olive to Aspen, project # ST1616A.

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 22nd day of OCTOBER, 2019.

GOODWILL INDUSTRIES OF TULSA,
INC.

By: David L. Oliver
David Oliver, President

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22 day of OCTOBER, 2019, personally appeared David Oliver, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.




NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation


Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

Engineer RDH Checked: 10/25/19
Project: ST1616A Washington Improvements: Olive to Aspen, Parcel 5A

City Clerk

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT

PARCEL 5.A

PROJECT NO. ST1616A

TEMPORARY CONSTRUCTION EASEMENT LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 18 NORTH, RANGE 14 EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE, WESTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 517.40 FEET, ON A BEARING OF S88°34'33"W (BEING THE BASIS OF BEARING FOR THIS DESCRIPTION), THENCE, NORTHERLY, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 60.00 FEET, ON A BEARING OF N01°25'27"W, TO A POINT ON THE EXISTING NORTH RIGHT-OF-WAY LINE, SAID POINT BEING A POINT OF BEGINNING; THENCE, WESTERLY ON A BEARING OF S88°34'33"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 41.84 FEET; THENCE, NORTHERLY, ON A BEARING OF N01°25'27"W, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 5.00 FEET; THENCE, EASTERLY, ON A BEARING OF N88°34'33"E, PARALLEL TO SAID SOUTH LINE, A DISTANCE OF 50.00 FEET; THENCE, SOUTHERLY, PERPENDICULAR TO SAID SOUTH LINE, ON A BEARING OF S01°23'22"E, A DISTANCE OF 0.33 FEET; THENCE, WESTERLY ON A BEARING OF S58°47'59"W, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 9.40 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 231 SQUARE FEET AND BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

SURVEYOR'S CERTIFICATE

I, CAREY E. HARRIS, P.L.S., KEYSTONE ENGINEERING AND LAND SURVEYING, INC., CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE REAL PROPERTY DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 20th DAY OF SEPTEMBER, 2019.

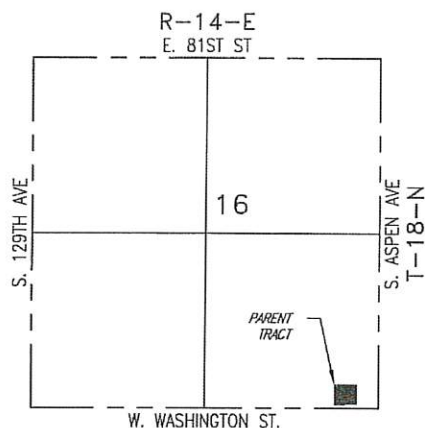


SEH

CAREY E. HARRIS, P.L.S. #1719

C.A. NO.: 5877

EXPIRES: 6/30/21



Parcel No.: 5.A
County: Tulsa
Project Number: ST1616A

EXHIBIT "A"

LEGEND

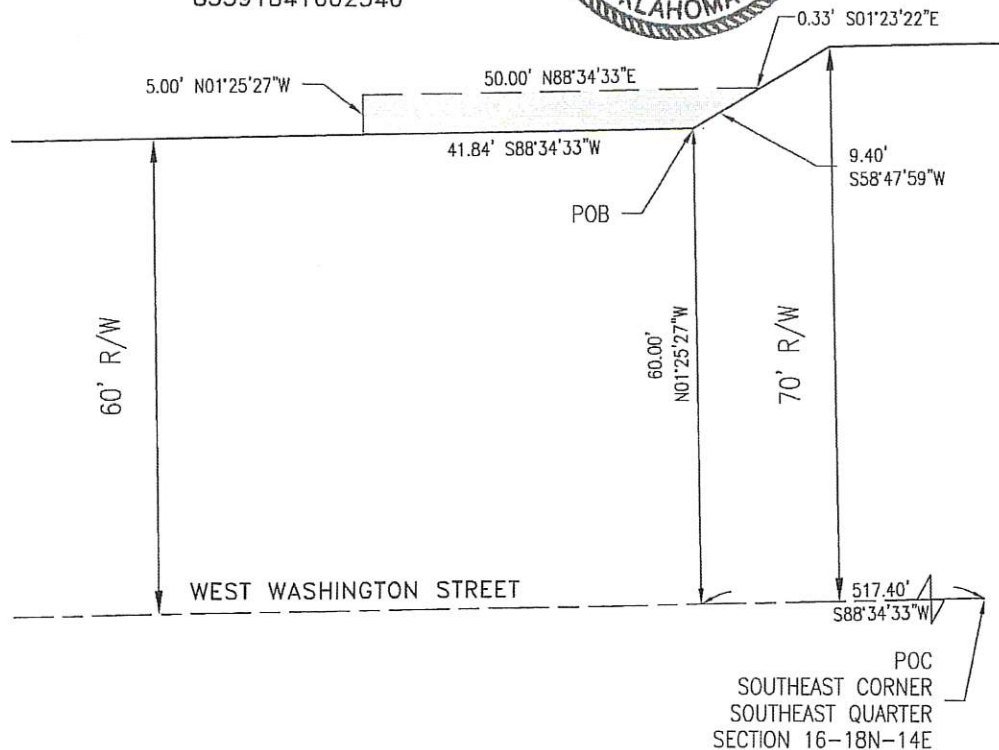
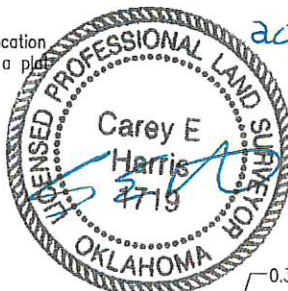
POB - Point of Beginning
POC - Point of Commencement
SPC - State Plane Coordinates
R/W - Right-of-Way

Tract Area	94,244	S.F.	2.16 Acres
Existing R/W	-	S.F.	0.00 Acres
Proposed R/W	-	S.F.	0.00 Acres
Rem in Tract	-	S.F.	0.00 Acres
Perpetual Easement	-	S.F.	0.00 Acres
Temp Construction Easement	231	S.F.	0.01 Acres

EXHIBIT NOTES

1. This Exhibit is a sketch descriptive only of the size, shape and location of the proposed Right-of-Way easement and does not constitute a plan or survey of the Grantor's Property.

GOODWILL INDUSTRIES
OF TULSA
Bk 6042, Pg 1167
PARCEL#
83591841602540



SCALE: 1"=20'

AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

GOODWILL INDUSTRIES OF TULSA,
INC.

By: David L. Oliver
DAVID OLIVER, PRESIDENT

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22 day of OCTOBER, 2019, personally appeared DAVID OLIVER, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.



Melinda Johnson
NOTARY PUBLIC



City of Broken Arrow

Request for Action

File #: 19-1382, **Version:** 1

Broken Arrow City Council
Meeting of: 11/5/2019

Title:

Ratification of the Claims List Check Register dated 10/29/2019

Background:

Council on September 3, 2019 approved Ordinance No. 3601 to allow ratification of the claims list. This claims list is for the period from October 14, 2019 through October 25, 2019. Checks, V-Cards or ACH were processed for a total of \$6,185,588.36.

(Total Includes BAMA and BAEDA)

A summary by funds and detail are attached.

Cost: \$2,522,890.95

Funding Source: Various funds

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated October 29, 2019.

Recommendation: Approve Ratification of Claims List Check Register dated 10/29/2019

BANK	NAME	FUND	AMOUNT
01	Arkansas Valley State Bank	010 GENERAL FUND	215,689.79
		020 BAMA	3,662,093.09
		027 CONVENTION&VISITOR BUREAU	791.94
		030 SALES TAX CAPITAL IMPROV	55,461.40
		031 POLICE ENHANCEMENT	725.00
		032 PARK AND RECREATION	6,752.68
		035 HOUSING URBAN DEVELOPMENT	5,217.75
		042 STREET LIGHT FUND	478.69
		043 STREET SALES TAX	1,906.87
		044 PUBLIC SAFETY SALES TAX	168,920.20
		045 PUBLIC SAFETY SALES TAX	115,572.41
		060 WORKMANS COMP	45,748.96
		061 GROUP HEALTH AND LIFE	103,878.74
		082 AGENCY	3,610.00
		087 BAEDA	604.32
		092 2014 GO BOND ISSUE	676,949.92
		093 2018 GO BOND ISSUE	19,118.88
		900 PAYROLL FUND	1,102,067.72
		Total	6,185,588.36 *
		Grand Total	6,185,588.36 *

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD YEAR	AMOUNT
10/14/2019	263156	8347 COK COMMUNICATIONS	06267502	MONTHLY SERVICE 10/4/19	010-6002-451.50-22		4/2020	110.64
			066260001	MONTHLY SERVICE 9/29/19	010-6000-451.50-23		4/2020	182.08
			066260601	MONTHLY SERVICE 9/29/19	010-5105-432.50-23		4/2020	98.99
			069089601	MONTHLY SERVICE 9/29/19	010-6004-451.50-22		4/2020	174.75
			070314801	MONTHLY SERVICE 9/26/19	010-6002-451.50-22		4/2020	65.98
			071226702	MONTHLY SERVICE 09/25/19	010-6005-451.50-54		4/2020	98.99
			071259001	MONTHLY SERVICE 9/29/19	010-6001-451.50-22		4/2020	72.29
			073542701	MONTHLY SERVICE 9/27/19	010-6000-451.50-54		4/2020	99.27
							Total	902.99
10/25/2019	263175	9970 AAA PLAYGROUNDS	3055	GROUNDS & PARK SERVICES	010-6000-451.60-33		4/2020	5,000.00
							Total	5,000.00
10/25/2019	263176	11593 ACCTKNOWLEDGE	32259	PROF SRVCE TEMP HELP	010-0800-415.50-37		4/2020	814.74
							Total	814.74
10/25/2019	263187	442 AMERICAN ELECTRIC POWER	95168310308	95168310308 10-15-2019	010-5105-432.50-25		4/2020	96.68
			95462410309	9537786031 10/14/19	010-6001-451.50-25		4/2020	1,448.34
							Total	1,545.02
10/25/2019	263189	7183 AMERICAN SERVICES INC.	0040505-1N	MOWING 7 PARKS	010-6000-451.40-28		4/2020	757.00
							Total	757.00
10/25/2019	263192	42 ARROW SAFE AND LOCK INC	73892	HARDWARE, AND ALLIED ITEMS	010-6003-451.60-23		4/2020	8.80
							Total	8.80
10/25/2019	263194	6797 AT YOUR SERVICE RENTALS	1-184661	RESTROOMS/ EVENT PARK	010-6005-451.40-33		4/2020	200.00
							Total	200.00
10/25/2019	263198	8512 AT&T MOBILITY	287260663054/ 09	ACCT#287260663054 10/2019	010-0300-413.50-54		4/2020	109.00
			287260663054/ 09	ACCT#287260663054 09/2019	010-0310-413.50-54		4/2020	43.24
			287260663054/ 09	ACCT#287260663054 09/2019	010-0501-415.50-54		4/2020	87.48
			287260663054/ 09	ACCT#287260663054 09/2019	010-0800-415.50-54		4/2020	15.25
			287260663054/ 09	ACCT#287260663054 10/2019	010-1102-419.50-54		4/2020	111.73
			287260663054/ 09	ACCT#287260663054 10/2019	010-1200-419.50-54		4/2020	389.04
			287260663054/ 09	ACCT#287260663054 10/2019	010-1400-419.50-54		4/2020	65.50
			287260663054/ 09	ACCT#287260663054 10/2019	010-1415-424.50-22		4/2020	33.09
			287260663054/ 09	ACCT#287260663054 10/2019	010-1415-424.50-54		4/2020	382.22
			287260663054/ 09	ACCT#287260663054 09/2019	010-1700-419.50-54		4/2020	104.24
			287260663054/ 09	ACCT#287260663054 10/2019	010-1800-419.50-54		4/2020	65.00
			287260663054/ 09	ACCT#287260663054 10/2019	010-5105-432.50-22		4/2020	53.42
			287260663054/ 09	ACCT#287260663054 10/2019	010-5300-431.50-54		4/2020	309.98
			287260663054/ 09	ACCT#287260663054 10/2019	010-5310-431.50-54		4/2020	1,322.45
			287260663054/ 09	ACCT#287260663054 10/2019	010-6000-451.50-54		4/2020	45.75
			287260663054/ 09	ACCT#287260663054 10/2019	010-6002-451.50-22		4/2020	15.25
			287260663054/ 09	ACCT#287260663054 10/2019	010-6002-451.50-54		4/2020	58.49
			287260663054/ 09	ACCT#287260663054 10/2019	010-6005-451.50-54		4/2020	89.00
							Total	3,300.13
10/25/2019	263201	6375 ATWOOD DISTRIBUTING LP	001802/ M	SHOES AND BOOTS	010-1415-424.60-10		4/2020	125.00
			001803/ M	SHOES AND BOOTS	010-5300-431.60-10		4/2020	125.00
			001808/ M	BLANKET ORDERS	010-6002-451.60-23		4/2020	62.94
			007015/ M	SHOES AND BOOTS	010-6000-451.60-10		4/2020	125.00

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/25/2019	263201	6375 ATWOOD DISTRICT BUTTING LP	011556/ M 017555/ M 018412/ M	SHOES AND BOOTS SHOES AND BOOTS SHOES AND BOOTS	010-5300-431.60-10 010-5300-431.60-10 010-6000-451.60-10		4/2020 4/2020 4/2020 Total	125.00 125.00 125.00 812.94
10/25/2019	263203	40 AVB	SEPTEMBER	SEPT 2019 PRENOTES	010-0501-415.50-28		4/2020 Total	20.78 20.78
10/25/2019	263204	10747 AVERY DENNISON CORP	61710229 61710286	MARKERS, PLAQUES, SIGN, TRAF MARKERS, PLAQUES, SIGN, TRAF	010-5300-431.60-36 010-5300-431.60-36		4/2020 4/2020 Total	330.40 2,547.00 2,877.40
10/25/2019	263206	99999 BECKIE BOREN	18-1743932	EMS REF/BOREN 9/5/19	010-0000-342.04-00		4/2020 Total	831.94 831.94
10/25/2019	263212	99999 BRENNALITTLEHEAD	135895	CANCELLED TUMBLING 9/10/19	010-0000-229.15-00		4/2020 Total	40.00 40.00
10/25/2019	263213	99999 BRENNAL KNAUP	135898	MUMMY & ME	010-0000-229.15-00		4/2020 Total	20.00 20.00
10/25/2019	263216	8919 BRIKES INCORPORATED	2867084 2867084	MONTHLY SERVICE 9-1-30/19 MONTHLY SERVICE 9-1-30/19	010-1800-419.40-28 010-6002-451.40-28		4/2020 4/2020 Total	592.73 340.94 933.67
10/25/2019	263217	71 BROKEN ARROW ELECTRIC S	S2552873001 S2567882001 S2577546001 S2577827001 S2579101001 S2579406001	BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS	010-6005-451.60-23 010-6005-451.60-23 010-1700-419.60-18 010-6000-451.60-18 010-5310-431.60-23 010-6000-451.60-18		4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 Total	113.55 26.89 42.45 6.31 25.18 24.04 238.42
10/25/2019	263219	79 BROKEN ARROW SENIORS INC	10022019 01 10022019 02 10022019 03	BA SENIORS DIRS AUG 2019 BA SENIORS DIRS JUL 2019 BA SENIORS DIRS SEP 2019	010-6002-451.50-10 010-6002-451.50-10 010-6002-451.50-10		4/2020 4/2020 4/2020 Total	4,674.50 4,674.50 4,674.50 14,023.50
10/25/2019	263220	5720 BSN SPORTS, LLC	301570372	BASKETBALL NETS/RECONTR	010-6002-451.60-33		4/2020 Total	199.60 199.60
10/25/2019	263229	501 CHAMBER OF COMMERCE	48437 48538 48538 48538 48538	2020 BA CHAMBER GALA CHAMBER LUNCH 10-9/19 CHAMBER LUNCH 10-9/19 CHAMBER LUNCH 10-9/19 CHAMBER LUNCH 10-9/19	010-1700-419.50-86 010-0300-413.30-11 010-0315-413.30-11 010-1700-419.30-11 010-1800-419.30-11		4/2020 4/2020 4/2020 4/2020 4/2020 Total	4,900.00 44.00 66.00 110.00 22.00 5,142.00
10/25/2019	263233	4728 CHIKASAW TELECOM INC	52235	HELP/PHONES NOT RECORDING	010-1200-419.30-87		4/2020 Total	527.46 527.46
10/25/2019	263235	7296 CHRIS NIKEL CHRYSLER JE	352674 709420CLOSED	EQUIPMENT MAINT/REPAIR AUTO & TRUCK MAINT. ITEMS	010-5300-431.40-20 010-6000-451.60-20		4/2020 4/2020	266.74 247.50

[illegible]

CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/25/2019	263257	6347	COX COMMUNICATIONS	063475501 064999903 066245901 066320601 067085801 067687001 070019601 070830401 070830501 070830601 071146301 073542901	MONTHLY SERVICE 10/15/19 MONTHLY SERVICE 10-16/19 MONTHLY SERVICE 10/12/19 MONTHLY SERVICE 10/04/19 MONTHLY SERVICE 10/13/19 MONTHLY SERVICE 10/16/19 MONTHLY SERVICE 10/03/19 MONTHLY SERVICE 10/09/19 MONTHLY SERVICE 10/09/19 MONTHLY SERVICE 10/09/19 MONTHLY SERVICE 10/06/19 MONTHLY SERVICE 10/06/19	010-6000-451.50-54 010-5300-431.50-22 010-6002-451.50-22 010-1700-419.50-22 010-6002-451.50-22 010-6001-451.50-23 010-6005-451.50-22 010-6000-451.50-54 010-6000-451.50-54 010-6000-451.50-54 010-6001-451.50-23 010-6000-451.50-54		4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 4/2020	71.95 72.43 135.73 1,876.88 77.39 102.73 226.23 73.95 73.95 73.95 189.75 99.23 Total 3,192.77
10/25/2019	263258	9159	CP SOLUTIONS	10019	2019 FINANCIAL REPORT	010-0310-413.50-39		4/2020 Total	9,357.58 9,357.58
10/25/2019	263259	575	CRAWFORD & ASSOCIATES,	12797	2019 AUDIT	010-0501-415.30-81		4/2020 Total	97.50 97.50
10/25/2019	263262	10906	DEBRA W MPEE	OCT 10-11/19	PER DIEM M LEAGE TOLL	010-1700-419.50-03		4/2020 Total	286.28 286.28
10/25/2019	263265	160	DOERNER SAUNDERS DANIEL	216096	PROF SERVICE SEPT 2019	010-0800-415.30-08		4/2020 Total	1,023.00 1,023.00
10/25/2019	263266	160	DOERNER SAUNDERS DANIEL	216090	PROF SERVICE 9/2019	010-0800-415.30-08		4/2020 Total	100.00 100.00
10/25/2019	263267	160	DOERNER SAUNDERS DANIEL	216147	HENRY & HANEWNKLE SEPT	010-0800-415.30-08		4/2020 Total	5,867.70 5,867.70
10/25/2019	263269	8846	DUNHAM S ASPHALT PLANT	252820	BLANKET ORDERS	010-5300-431.60-80		4/2020 Total	362.80 362.80
10/25/2019	263272	9812	EMS MANAGEMENT & CONSUL	037157	MANAGEMENT FEES SEPT 19	010-0000-342.04-00		4/2020 Total	12,613.26- 12,613.26-
10/25/2019	263274	11376	ENLOW AND SONS EQUIPMEN	10142019	TRACTOR, PARTS	010-5105-432.60-20		4/2020 Total	1,056.50 1,056.50
10/25/2019	263278	625	FASTENAL COMPANY	OKTU733105 OKTU733189 OKTU733204	BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS	010-6000-451.60-18 010-6000-451.60-18 010-5300-431.60-36		4/2020 4/2020 4/2020 Total	25.18 27.30 104.35 156.83
10/25/2019	263284	99999	FRANCIS YAGER	19-805437	EMS REFUND 9/29/2019	010-0000-342.04-00		4/2020 Total	42.36 42.36
10/25/2019	263285	11821	FRANKLIN S	OCTOBER 11 2019	FOOD/ APA CONFERENCE	010-1700-419.50-86		4/2020 Total	176.00 176.00
10/25/2019	263287	9520	FUN EXPRESS, INC.	10/12/19	ITEMS FOR MUMMY & ME	010-6002-451.60-33		4/2020	408.53

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
							Total	408.53
10/25/2019	263289	5199 GARDEN STATE HIGHWAY PR	PSI N009648	MARKERS, PLAQUES, SIGN, TRAF	010-5300-431.60-36		4/2020 Total	10,818.20 10,818.20
10/25/2019	263290	99999 GEHA	18-1101927	EMS REFUND 9/27/2019	010-0000-342.04-00		4/2020 Total	1,314.15 1,314.15
10/25/2019	263291	99999 GEICO	17-1338211	EMS REFUND 8/19/2019	010-0000-342.04-00		4/2020 Total	861.66 861.66
10/25/2019	263299	9892 GOODYEAR COMMERCIAL TIR	2541015023 2541015059	TIRES AND TUBES TIRES AND TUBES	010-6000-451.60-19 010-1200-419.60-19		4/2020 4/2020 Total	47.06 790.32 837.38
10/25/2019	263300	11689 GORDON OUTDOOR ADVERTIS	33007	BILLBOARD ADVERTISING	010-0315-413.40-28		4/2020 Total	750.00 750.00
10/25/2019	263310	4997 HARRIS CORPORATION PSPC	82112056	XG25P RADIO REPAIR	010-5110-437.40-50		4/2020 Total	575.00 575.00
10/25/2019	263316	99999 HILLCREST HEALTHCARE SY	19-248922	EMS REFUND 9/16/2019	010-0000-342.04-00		4/2020 Total	1,505.00 1,505.00
10/25/2019	263321	9794 IMPERIAL INC.	2870:11826 947672 947672	COFFEE FOR CITY HALL COFFEE SERVICE COFFEE SERVICE	010-1700-419.50-86 010-5300-431.60-23 010-5310-431.60-23		4/2020 4/2020 4/2020 Total	36.95 47.20 10.00 94.15
10/25/2019	263323	355 INCOG	223152 223160	2ND QTR COALITION 19/20 2ND QTR MEMBERSHIP 19/20	010-1700-419.30-85 010-1700-419.30-85		4/2020 4/2020 Total	1,886.38 10,131.63 12,018.01
10/25/2019	263325	357 INLAND TRUCK PARTS & SE	IN448635	PUMPS AND ACCESSORIES	010-5300-431.60-20		4/2020 Total	1,311.19 1,311.19
10/25/2019	263330	3500 JANNETTE MCCORMICK	7/16/2019	REIMB EDUCATION	010-1102-419.30-11		4/2020 Total	3,040.30 3,040.30
10/25/2019	263332	99999 JOHN HAY	19-468064	EMS REFUND 7/18/2019	010-0000-342.04-00		4/2020 Total	58.90 58.90
10/25/2019	263337	99999 KATHERINE LOVINS	136051	JUNIOR RANGERS CANCELLED	010-0000-229.15-00		4/2020 Total	15.00 15.00
10/25/2019	263339	377 KIMS INTERNATIONAL	01154071N	HOSE, ALL KINDS	010-6000-451.60-20		4/2020 Total	204.92 204.92
10/25/2019	263341	6531 KROMER COMPANY LLC	51051	AUTO & TRUCK MAINT. ITEMS	010-6000-451.60-20		4/2020 Total	86.63 86.63
10/25/2019	263346	99999 LEON GATES	19-277048	EMS REFUND 8/8/2019	010-0000-342.04-00		4/2020 Total	94.24 94.24

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10/25/2019	263348	10700 LEVO	CBA514	DESIGN 2020 FINANCIAL RPT	010-0310-413.30-87		4/2020 Total	5,500.00 5,500.00
10/25/2019	263351	399 LOCKE SUPPLY COMPANY	3825608600 3827683400 3832117000 3832118500 3833314400 3834277500 3834340900	BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS	010-6005-451.60-18 010-6001-451.60-18 010-6000-451.60-18 010-6005-451.60-20 010-6004-451.60-18 010-6000-451.60-18 010-6000-451.60-18		4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 Total	1.50 28.38 12.77 194.77 15.66 6.06 40.47 299.61
10/25/2019	263362	5941 LOWES	01154 10919 01387 101519 01427 91919 01485 92419 01573 10119 01579 92519 01586 101619 01734 92619 02107 91919 02205 92019 02441 092619 02464 10419 02560 100919 02681 101019 02684 101019 03752 101419 10663 92319 10771 100419 13348 92519 13838 90419 13949 92419 17620 92619	BLANKET ORDERS BLANKET ORDERS	010-1700-419.60-18 010-6005-451.60-23 010-6000-451.60-27 010-6000-451.60-18 010-6002-451.60-18 010-6000-451.60-23 010-6005-451.60-23 010-6000-451.60-27 010-6001-451.60-18 010-6000-451.60-18 010-5300-431.60-23 010-6005-451.60-23 010-5300-431.60-23 010-1700-419.60-18 010-1700-419.60-18 010-6000-451.60-18 010-5300-431.60-23 010-1200-419.60-23 010-5300-431.60-23 010-5300-431.60-23 010-5300-431.60-23 010-5300-431.60-23		4/2020 Total	6.92 28.92 11.02 97.30 10.04 12.34 21.32 6.04 4.23 23.05 9.59 4.74 27.76 17.35 12.30 5.70 45.00 15.17 19.75 18.16 6.45 32.46 370.69
10/25/2019	263364	99999 MARTHA LAGERS	19-913155	EMS REFUND 8/20/2019	010-0000-342.04-00		4/2020 Total	95.00 95.00
10/25/2019	263366	4019 MCAFEE & TAFT	579881 579882	LEGAL SERVICES LEGAL SERVICES	010-1700-419.30-08 010-1700-419.30-08		4/2020 4/2020 Total	2,165.13 300.00 2,465.13
10/25/2019	263368	11863 MCCLARY-RICHIEY REPORTING LLC		DEPO BMORGAN CJ2018-264	010-0800-415.40-28		4/2020 Total	99.75 99.75
10/25/2019	263370	99999 MELINDA SMILEY	19-789173	EMS REFUND	010-0000-342.04-00		4/2020 Total	254.30 254.30
10/25/2019	263375	10072 MOMENTUM SERVICES LLC	20087524 20087525	ABATEMENT 19-10034979 ABATEMENT 19-10034460	010-1415-424.30-87 010-1415-424.30-87		4/2020 4/2020 Total	660.00 840.00 1,500.00

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10/25/2019	263377	427 MOTOROLA SOLUTIONS INC	16073138 16073918	RADIO AND TELECOMMUNICATION RADIO AND TELECOMMUNICATION	010-1200-419.60-50 010-1200-419.60-50		4/2020 4/2020 Total	158.10 30.92 187.02
10/25/2019	263387	90 NAPA AUTO PARTS	2210944894 2210945078 2210945091 2210945098 2210945121 2210945364 2210945465 2210945500 2210945628 2210945630 2210945631 2210945643	BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS	010-6003-451.60-31 010-5105-432.60-20 010-5300-431.60-20 010-5300-431.60-20 010-6000-451.60-31 010-5300-431.60-20 010-6001-451.60-18 010-5300-431.60-20 010-6000-451.60-20 010-6000-451.60-31 010-5300-431.60-20 010-6000-451.60-20		4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 Total	3.39 4.64 21.09 30.81 7.76 102.11 2.45 36.72 1.87 98.10 71.22 62.02 442.18
10/25/2019	263388	4409 NATIONAL OCCUPATIONAL H	1042211 1042308 1042337	SEPTEMBER RANDOM TESTS SEPTEMBER RANDOM TESTS PRE-EMPLOYMENT PHYSICALS	010-1102-419.30-87 010-1102-419.30-87 010-1102-419.30-02		4/2020 4/2020 4/2020 Total	97.50 1,158.00 120.00 1,375.50
10/25/2019	263390	99999 NICOLE COOK	136053	JUNIOR RANGERS CANCELLED	010-0000-229.15-00		4/2020 Total	15.00 15.00
10/25/2019	263396	99999 OHCA-FINANCE	19-290544	EMS REFUND	010-0000-342.04-00		4/2020 Total	73.88 73.88
10/25/2019	263397	11864 OHCA-FINANCE	19-861782	EMS REFUND 9-27-19	010-0000-342.04-00		4/2020 Total	99.07 99.07
10/25/2019	263398	11864 OHCA-FINANCE	19-495686	EMS REFUND 9-27-19	010-0000-342.04-00		4/2020 Total	100.28 100.28
10/25/2019	263399	11864 OHCA-FINANCE	18-1340293	EMS REFUND 8-05-19	010-0000-342.04-00		4/2020 Total	91.81 91.81
10/25/2019	263400	11864 OHCA-FINANCE	17-1493419	EMS REFUND 8-05-19	010-0000-342.04-00		4/2020 Total	345.74 345.74
10/25/2019	263402	309 OKLAHOMA NATURAL GAS CO	110093891 179333536	MONTHLY SERVICE 10/14/19 MONTHLY SERVICE 10/16/19	010-6001-451.50-24 010-6000-451.50-24		4/2020 4/2020 Total	115.41 38.21 153.62
10/25/2019	263409	10418 PARTY ALLSTARS DJ	10/12/2019	DJ FOR MUMMY & ME	010-6002-451.40-28		4/2020 Total	495.00 495.00
10/25/2019	263414	8070 POWER PLAY, LLC	1315	PARK, PLAYGROUND, SWIMMING	010-6000-451.60-24		4/2020 Total	1,045.00 1,045.00
10/25/2019	263417	888 PREFERRED BUSINESS SYSTEMS	INV67952 INV67952	COPIER OVERAGES 9/30/19 COPIER OVERAGES 9/30/19	010-0300-413.40-55 010-0800-415.40-55		4/2020 4/2020	218.92 139.95

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10/25/2019	263417	888	PREFERRED BUSINESS SYST	IN67952	COPIER OVERAGES	9/30/19 010-1105-419.40-55		4/2020	350.60
				IN67952	COPIER OVERAGES	9/30/19 010-1200-419.40-55		4/2020	3.87
				IN67952	COPIER OVERAGES	9/30/19 010-1400-419.40-55		4/2020	260.97
				IN67952	COPIER OVERAGES	9/30/19 010-1415-424.40-55		4/2020	58.41
				IN67952	COPIER OVERAGES	9/30/19 010-1800-419.40-55		4/2020	104.20
				IN67952	COPIER OVERAGES	9/30/19 010-5300-431.40-55		4/2020	36.27
				IN67952	COPIER OVERAGES	9/30/19 010-6000-451.40-55		4/2020	4.58
				IN67952	COPIER OVERAGES	9/30/19 010-6002-451.40-55		4/2020	45.41
				IN67952	COPIER OVERAGES	9/30/19 010-6005-451.40-55		4/2020	19.11
				IN67952	COPIER OVERAGES	9/30/19 010-0315-413.40-55		4/2020	19.95
								Total	1,260.24
10/25/2019	263422	9147	PROFESSIONAL REPORTERS	LI T618.2019	DEPOSIT ON/ CJ-2018-264	010-0800-415.40-28		4/2020	701.73
								Total	701.73
10/25/2019	263423	2045	PROFESSIONAL TURF PRODU	618473700	EQUIPMENT MAINT / REPAIR	010-6000-451.40-20		4/2020	376.30
								Total	376.30
10/25/2019	263424	99999	PRS	19-213104	EMS REFUND	8-29-19 010-0000-342.04-00		4/2020	69.32
								Total	69.32
10/25/2019	263425	99999	PRS	18-609477	EMS REFUND	8-19-19 010-0000-342.04-00		4/2020	1,380.50
								Total	1,380.50
10/25/2019	263440	99999	SAGE RHODES	136052	JUNIOR RANGERS CANCELLED	010-0000-229.15-00		4/2020	15.00
								Total	15.00
10/25/2019	263452	10566	SITE ONE LANDSCAPE SUPP	93880641001	PLUMBING EQUIPMENT	010-6003-451.60-18		4/2020	305.50
				93902742001	PLUMBING EQUIPMENT	010-6000-451.60-23		4/2020	28.68
				93921598001	PLUMBING EQUIPMENT	010-6000-451.60-18		4/2020	41.47
				93995931001	PLUMBING EQUIPMENT	010-6000-451.60-18		4/2020	45.17
				94063918001	PLUMBING EQUIPMENT	010-6000-451.60-18		4/2020	25.81
				94101821001	PLUMBING EQUIPMENT	010-6000-451.60-23		4/2020	29.36
				94191138001	PLUMBING EQUIPMENT	010-6000-451.60-23		4/2020	13.86
				94295896001	PLUMBING EQUIPMENT	010-6005-451.60-18		4/2020	205.38
				94376923001	PLUMBING EQUIPMENT	010-6000-451.60-23		4/2020	79.90
				94416888001	PLUMBING EQUIPMENT	010-6000-451.60-18		4/2020	65.15
				94512224001	PLUMBING EQUIPMENT	010-6000-451.60-18		4/2020	101.87
				94624549001	PLUMBING EQUIPMENT	010-6000-451.60-18		4/2020	36.75
				94740876001	PLUMBING EQUIPMENT	010-6000-451.60-18		4/2020	2.88
				94747967001	PLUMBING EQUIPMENT	010-6000-451.60-18		4/2020	1.14
				94752153001	PLUMBING EQUIPMENT	010-6000-451.60-18		4/2020	231.11
				94806275001	PLUMBING EQUIPMENT	010-6000-451.60-18		4/2020	42.62
				94938486001	PLUMBING EQUIPMENT	010-6000-451.60-18		4/2020	61.68
								Total	1,318.33
10/25/2019	263453	1409	SMITH FARM & GARDEN CO	863283	BLANKET ORDERS	010-6000-451.60-20		4/2020	86.30
				863623	BLANKET ORDERS	010-6000-451.60-20		4/2020	40.49
				863955	BLANKET ORDERS	010-6000-451.60-20		4/2020	10.61
				865316	BLANKET ORDERS	010-6000-451.60-20		4/2020	43.33
								Total	180.73
10/25/2019	263459	5980	SOFTWARE HOUSE INTERNAT	B1061400	COMPUTERS, DP & WORD PROC	010-0300-413.40-55		4/2020	3,859.72

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10/25/2019	263459	5980 SOFTWARE HOUSE INTERNAT	B1061400	COMPUTERS, DP & WORD PROC	010-0501-415.40-55		4/2020	2,430.91
			B1061400	COMPUTERS, DP & WORD PROC	010-0800-415.40-55		4/2020	2,091.92
			B1061400	COMPUTERS, DP & WORD PROC	010-1102-419.40-55		4/2020	1,546.94
			B1061400	COMPUTERS, DP & WORD PROC	010-1105-419.40-55		4/2020	441.99
			B1061400	COMPUTERS, DP & WORD PROC	010-1200-419.40-55		4/2020	26,817.92
			B1061400	COMPUTERS, DP & WORD PROC	010-1400-419.40-55		4/2020	7,557.70
			B1061400	COMPUTERS, DP & WORD PROC	010-1800-419.40-55		4/2020	2,430.91
			B1061400	COMPUTERS, DP & WORD PROC	010-5105-432.40-55		4/2020	986.97
			B1061400	COMPUTERS, DP & WORD PROC	010-5300-431.40-55		4/2020	8,071.68
			B1061400	COMPUTERS, DP & WORD PROC	010-6000-451.40-55		4/2020	10,133.60
							Total	66,370.26
10/25/2019	263462	3558 SOUTHWEST TRAILERS & EQ	02P3698	BUILDER'S SUPPLIES	010-5300-431.60-20		4/2020	95.94
							Total	95.94
10/25/2019	263463	7921 SPRING CREEK NURSERY	156019	NURSERY STOCK & SUPPLIES	010-6003-451.60-70		4/2020	1,075.00
							Total	1,075.00
10/25/2019	263468	11793 STEVE YODER	SEPT 2019	MEALFEASE SEPT 2019	010-0315-413.50-03		4/2020	90.91
							Total	90.91
10/25/2019	263471	10689 STOW'S OFFICE FURNITURE	15409	FURNITURE, OFFICE	010-0800-415.60-24		4/2020	1,684.94
							Total	1,684.94
10/25/2019	263472	8523 STRATEGIC GOVERNMENT RE	10-8-2019	PROF SRVCE NGL COBA-U	010-1102-419.30-87		4/2020	15,171.36
							Total	15,171.36
10/25/2019	263475	225 SUMMIT TRUCK GROUP	CM#11191059	AUTO & TRUCK MAINT. ITEMS	010-5300-431.60-20		4/2020	87.68
			411191059	AUTO & TRUCK MAINT. ITEMS	010-5300-431.60-20		4/2020	87.68
			411191060	AUTO & TRUCK MAINT. ITEMS	010-5300-431.60-20		4/2020	28.78
			411192536	AUTO MAJOR TRANSPORTATION	010-5300-431.60-20		4/2020	212.19
			411192537	AUTO MAJOR TRANSPORTATION	010-5300-431.60-20		4/2020	62.76
			411193079	AUTO & TRUCK MAINT. ITEMS	010-5300-431.60-20		4/2020	78.52
							Total	380.25
10/25/2019	263478	99999 SUSAN COCHRANE	19-805437	EMS REFUND	8-13-19 010-0000-342.04-00		4/2020	42.37
							Total	42.37
10/25/2019	263481	3964 THE ARROW GROUP	75015	NEW BOND (BOND#106823224)	010-1700-419.50-76		4/2020	50.00
			83981	RENEWAL (BOND#106406563)	010-1700-419.50-76		4/2020	50.00
							Total	100.00
10/25/2019	263483	8607 THOR GUARD, INC	52865	PARK, PLAYGROUND, SWIMMING	010-6000-451.60-24		4/2020	319.65
							Total	319.65
10/25/2019	263484	7782 TIGER, INC	0919533184	AUG&SEP MONTHLY SERVICE	010-6001-451.50-24		4/2020	24.53
							Total	24.53
10/25/2019	263492	10818 TULSA TECHNOLOGY CENTER	001745100	PROF SERVICE TRAINING	010-1102-419.30-87		4/2020	5,097.50
			001745188	PROF SERVICE TRAINING	010-1102-419.30-87		4/2020	60.00
							Total	5,157.50
10/25/2019	263493	6822 TULSA WINNELSON COMPANY	14188401	BLANKET ORDERS	010-6000-451.60-18		4/2020	195.15

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10/25/2019	263493	6822 TULSA WNNELSON COMPANY	14464501	BLANKET ORDERS	010-6002-451.60-18		4/2020 Total	39.84 234.99
10/25/2019	263495	1057 TULSA WORLD	592993 592995 593053 593055 595684 596097 596101 596143 596144	RES NO S 1254, 61, 63, 64 ORD 3600, 3601 3602 WCAT ORD 3600-3602 TITLES ORD 3600-3602 TITLES PUBLICATION GEN BOND ORD 3603 CORRECTED WCAT RESO 1262, 1265, 1266 WCAT RESO 1266, 1265, 1262 TITLE ORD 3603 TITLE	010-1700-419.50-05 010-1700-419.50-05 010-1700-419.50-05 010-1700-419.50-05 010-1700-419.50-05 010-1700-419.50-05 010-1700-419.50-05 010-1700-419.50-05 010-1700-419.50-05		4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 Total	60.16 76.80 76.80 60.16 49.92 21.76 49.92 49.92 21.76 467.20
10/25/2019	263500	4311 UNITED FORD	CMB400953 CMB402417 3400953	BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS	010-6000-451.60-20 010-6000-451.60-20 010-6000-451.60-20		4/2020 4/2020 4/2020 Total	360.00- 180.00- 928.83 388.83
10/25/2019	263501	99999 UNITED HEALTHCARE	18-662594	EMS REFUND 10-4-19	010-0000-342.04-00		4/2020 Total	1,139.60 1,139.60
10/25/2019	263503	5885 VANCE BROTHERS INC	IP27965	BLANKET ORDERS	010-5300-431.60-80		4/2020 Total	188.10 188.10
10/25/2019	263504	11426 VICENTE SEDERBERG LLC	LIT664.2019	PROF SRVCE CV-2018-1213	010-0800-415.30-08		4/2020 Total	328.05 328.05
10/25/2019	263505	99999 VIRGINIA ANN YOUNG	19-1067452	EMS REFUND 10-5-19	010-0000-342.04-00		4/2020 Total	104.66 104.66
10/25/2019	263507	125 VULCAN SIGNS	347388	METALS; BARS, PLATES, RODS	010-5300-431.60-36		4/2020 Total	3,455.00 3,455.00
10/25/2019	263517	2599 WHELEN ENGINEERING CO I	R99381 R99466	MARKERS, PLAQUES, SIGN, TRAF MARKERS, PLAQUES, SIGN, TRAF	010-5310-431.40-55 010-5310-431.40-55		4/2020 4/2020 Total	26.66 102.96 129.62
10/25/2019	263519	99999 WHITNEY ERBE	10-12/2019	NH RED SHELTER CANCELLED	010-0000-229.15-00		4/2020 Total	62.50 62.50
10/25/2019	263520	7724 WINDSTREAM	9182544015 OCT	AOCT 101075781 OCT 2019	010-6000-451.50-54		4/2020 Total	148.25 148.25
10/25/2019	263525	1040 YOUTH SERVICES OF TULSA	JULY-OCT 2019	MONTHLY CONTRACT OCT/19	010-1700-419.50-10		4/2020 Total	10,000.00 10,000.00
10/25/2019	263526	11841 3 DELTA WINDOW SOLUTION	1028	WINDOW FILM 10 WINDOWS MH	010-1700-419.40-07		4/2020 Total	1,464.50 1,464.50
10/25/2019	263527	8940 911 CUSTOM	38524	ELECTRICAL EQUIP & SUPPLY	010-5310-431.60-20		4/2020 Total	62.96 62.96

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CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
						111 Checks	** Fund Total		215,689.79

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CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/25/2019	263229	501	CHAMBER OF COMMERCE	48538	CHAMBER LUNCH 10-9/19	027-1700-419, 30-11		4/2020 Total	22.00 22.00
10/25/2019	263300	11689	GORDON OUTDOOR ADVERTISING	33007	BILLBOARD ADVERTISING	027-1700-419, 30-87		4/2020 Total	750.00 750.00
10/25/2019	263417	888	PREFERRED BUSINESS SYSTEMS	INVOICE 67952	COPIER OVERAGES 9/30/19	027-1700-419, 40-55		4/2020 Total	19.94 19.94
						3 Checks	** Fund Total		791.94

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CHECK DATE	CHECK NUMBER	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/25/2019	263192	42	ARROW SAFE AND LOCK INC	73902	PLUMBING EQUIPMENT	030-1200-419.70-17	191212	4/2020 Total	2,153.00 2,153.00
10/25/2019	263226	4352	CDW GOVERNMENT	VJZ2731	COMPUTERS, DP & WORD PROC	030-6000-451.70-17	206013	4/2020 Total	1,495.34 1,495.34
10/25/2019	263227	1756	CENTRAL PARK TAG AGENCY	L1725489200	TITLE/ TAG SERVICES	030-5300-431.70-02	195311	4/2020 Total	66.50 66.50
10/25/2019	263278	625	FASTENAL COMPANY	OKTU733070	BLANKET ORDERS	030-1200-419.70-17	191212	4/2020 Total	50.16 50.16
10/25/2019	263292	8895	GEM DIRT, LLC	083745 083746 083748 083749	SEED, SOD, SOIL, & INOCULANT SEED, SOD, SOIL, & INOCULANT SEED, SOD, SOIL, & INOCULANT SEED, SOD, SOIL, & INOCULANT	030-6000-451.70-17 030-6000-451.70-17 030-6000-451.70-17 030-6000-451.70-17	196038 196038 196038 196038	4/2020 4/2020 4/2020 4/2020 Total	480.00 480.00 480.00 480.00 1,920.00
10/25/2019	263340	11493	KKT ARCHITECTS INC	50514	ARCHITECT-ENG DESIGN SERV	030-1700-419.70-16	191716	4/2020 Total	1,500.00 1,500.00
10/25/2019	263362	5941	LOWES	01531 93019 01996 10819 09821 91319	BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS	030-1200-419.70-17 030-1200-419.70-17 030-5300-431.70-02	191212 191212 195330	4/2020 4/2020 4/2020 Total	45.94 29.42 363.65 439.01
10/25/2019	263377	427	MOTOROLA SOLUTIONS INC	16073140 16073426 16073948	COMPUTERS, DP & WORD PROC COMPUTERS, DP & WORD PROC COMPUTERS, DP & WORD PROC	030-3502-422.70-02 030-5300-431.70-18 030-3502-422.70-02	203502 205325 203502	4/2020 4/2020 4/2020 Total	253.44 11,765.90 19,483.05 31,502.39
10/25/2019	263434	518	ROBINSON GLASS	397864	BUILDING MAINTENANCE/ REPR	030-1800-419.70-17	191803	4/2020 Total	4,070.00 4,070.00
10/25/2019	263524	3911	YORK ELECTRONICS SYSTEM APP 1		CONSTRUCTION	030-1200-419.70-19	191206	4/2020 Total	12,265.00 12,265.00
						10 Checks	** Fund Total		55,461.40

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CHECK DATE	CHECK NUMBER	VENDOR NAME	I N V O I C E	D E S C R I P T I O N	G / L NUMBER	P R O J E C T	P E R I O D / YEAR	A M O U N T
10/25/2019	263182	3444 ADM RAL EXPRESS LLC	2056399-0	FURNITURE, OFFICE	031-3001-421.60-24	FED	4/ 2020 Total	725.00 725.00
					1 Checks	** Fund Total		725.00

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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/25/2019	263180	5904 ADDCO ELECTRIC INC.	23861	EQUIPMENT MAINT & REPAIR	032-6000-451.70-17	206028	4/2020	6,752.68
							Total	6,752.68
					1 Checks	** Fund Total		6,752.68

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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/25/2019	263219	79 BROKEN ARROW SENIORS IN	10022019 01	BA SENIORS CDBG JUL 2019	035-8019-444.50-10		4/2020	1,739.25
			10022019 02	BA SENIORS CDBG AUG 2019	035-8019-444.50-10		4/2020	1,739.25
			10022019 03	BA SENIORS CDBG SEP 2019	035-8019-444.50-10		4/2020	1,739.25
							Total	5,217.75
					1 Checks	** Fund Total		5,217.75

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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/25/2019	263217	71 BROKEN ARROW ELECTRIC S	S2554120001	BLANKET ORDERS	042-5300-431.60-23		4/2020	200.30
			S2560619001	BLANKET ORDERS	042-5300-431.60-35		4/2020	258.24
			S2578559001	BLANKET ORDERS	042-5300-431.60-23		4/2020	16.37
							Total	474.91
10/25/2019	263351	399 LOCKE SUPPLY COMPANY	3831941400	BLANKET ORDERS	042-5300-431.60-35		4/2020	3.78
							Total	3.78
					2 Checks	** Fund Total		478.69

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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/25/2019	263201	6375 ATWOOD DISTRIBUTING LP	001797M 001798/M	BLANKET ORDERS BLANKET ORDERS	043-5300-431.70-15 043-5300-431.70-15	ST2010 ST2010	4/2020 4/2020 Total	41.96 6.00- 35.96
10/25/2019	263294	8616 GEODECA LLC	1904033B	CONSTRUCTION	043-5300-431.70-15	ST2010	4/2020 Total	1,253.00 1,253.00
10/25/2019	263351	399 LOCKE SUPPLY COMPANY	3822543001 3822543002	BLANKET ORDERS BLANKET ORDERS	043-5310-437.70-17 043-5310-437.70-17	TS2007 TS2007	4/2020 4/2020 Total	232.89 332.70 565.59
10/25/2019	263362	5941 LOWES	02074 91919 02687 092319	BLANKET ORDERS BLANKET ORDERS	043-5310-437.70-17 043-5310-437.70-17	TS2007 TS2007	4/2020 4/2020 Total	15.12 37.20 52.32
					4 Checks	** Fund Total		1,906.87

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CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
10/14/2019	263156	6347 COX COMMUNICATIONS	069285801 072144601 073542801	MONTHLY SERVICE 09/06/19 MONTHLY SERVICE 09/22/19 MONTHLY SERVICE 09/18/19	044-3001-421.50-22 044-3009-421.50-22 044-3001-421.50-22		4/2020 4/2020 4/2020 Total	209.63 77.57 88.82 376.02
10/25/2019	263180	5904 ADDCO ELECTRIC INC.	23947	RAN PIPE/NEW RECEPTACLES	044-3001-421.40-07		4/2020 Total	448.38 448.38
10/25/2019	263191	11527 ARMS UNLIMITED INC	AL6919	POLICE EQUIPMENT AND SUPP	044-3001-421.60-32		4/2020 Total	1,440.45 1,440.45
10/25/2019	263195	8512 AT&T MOBILITY	18065 SEP 2019	ACCT# 287286818065	044-3001-421.50-54		4/2020 Total	80.08 80.08
10/25/2019	263205	6683 AXON ENTERPRISE INC	SI-1606158 SI-1611796 SI-1616670	POLICE EQUIPMENT AND SUPP POLICE EQUIPMENT AND SUPP POLICE EQUIPMENT AND SUPP	044-3001-421.70-17 044-3001-421.60-32 044-3001-421.60-32	203006	4/2020 4/2020 4/2020 Total	35,980.00 715.00 2,590.00 39,285.00
10/25/2019	263209	11866 BLUE FORCE GEAR INC	70851	POLICE EQUIPMENT AND SUPP	044-3001-421.60-32		4/2020 Total	221.70 221.70
10/25/2019	263216	8919 BRIK'S INCORPORATED	2867084	MONTHLY SERVICE 9-1-30/19	044-3001-421.40-28		4/2020 Total	602.38 602.38
10/25/2019	263221	8736 BUDGET WASH INC	744965	FARE COLLECTION EQUIPMENT	044-3001-421.40-20		3/2020 Total	750.00 750.00
10/25/2019	263230	7430 CHARM TEX	0197243-IN	POLICE EQUIPMENT AND SUPP	044-3008-421.60-23		4/2020 Total	634.12 634.12
10/25/2019	263235	7296 CHRIS NIKEL CHRYSLER JE	712509	AUTO & TRUCK MAINT. ITEMS	044-3001-421.60-20		4/2020 Total	416.81 416.81
10/25/2019	263236	10794 CHRISTIAN PORTIS	9-29-10-4/2019	REIMB/FUEL/TOLLS LEEDA	044-3001-421.50-03		4/2020 Total	15.00 15.00
10/25/2019	263237	9464 CI TECHNOLOGIES, INC	9582	RENEWAL IAPRO & BLUE TEAM	044-3001-421.40-55		4/2020 Total	1,910.17 1,910.17
10/25/2019	263239	120 CINTAS CORPORATION	5014941941	FIRST AID & SAFETY EQUIP	044-3008-421.60-23		4/2020 Total	63.49 63.49
10/25/2019	263245	9151 CLEAN THE UNIFORM CO OK	50090726 50090727	RENTAL 211531 10/09/19 RENTAL 211532 10/09/19	044-3001-421.40-33 044-3001-421.40-33		4/2020 4/2020 Total	1.60 2.20 3.80
10/25/2019	263253	11803 COVETRUS DBA BUTLER ANI	RV53101 RM1579	SURGICAL/MEDICAL SUPPLIES SURGICAL/MEDICAL SUPPLIES	044-3009-421.60-23 044-3009-421.60-23		4/2020 4/2020 Total	640.49 209.77 850.26
10/25/2019	263257	6347 COX COMMUNICATIONS	069285801	MONTHLY SERVICE 10/06/19	044-3001-421.50-22		4/2020 Total	2,548.93 2,548.93

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10/25/2019	263268	10995 DR. BINU THEVATHERIL DV	092719 100419 101119	SPAY/ NEUTER OF ANIMALS SPAY/ NEUTER OF ANIMALS SPAY/ NEUTER OF ANIMALS	044-3009-421.30-87 044-3009-421.30-87 044-3009-421.30-87		4/2020 4/2020 4/2020 Total	605.00 1,030.00 1,405.00 3,040.00
10/25/2019	263279	206 FERGUSON PONTIAC GMC TR	145369 145473	AUTO MAJOR TRANSPORTATION AUTO & TRUCK MAINT. ITEMS	044-3001-421.60-20 044-3001-421.60-20		4/2020 4/2020 Total	403.69 262.62 666.31
10/25/2019	263295	10284 GERBER COLLISION & GLAS	5010016738	EQUIPMENT MAINT/REPAIR	044-3001-421.40-20		4/2020 Total	5,278.40 5,278.40
10/25/2019	263298	238 GOODYEAR AUTO SERVICE C	153670 153681 153731	BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS	044-3001-421.60-20 044-3001-421.60-20 044-3001-421.60-20		4/2020 4/2020 4/2020 Total	50.00 50.00 50.00 150.00
10/25/2019	263310	4997 HARRIS CORPORATION PSC	93328899	COMPUTERS, DP & WORD PROC	044-3001-421.60-50		4/2020 Total	630.00 630.00
10/25/2019	263320	11381 IAN WASSON	11-17-22/19	PER DIEM HOMI DE INV	044-3001-421.50-03		4/2020 Total	353.80 353.80
10/25/2019	263323	355 INCOG	E-001464 E-001476 223147	911 NETWORK OCT 2019 911 NETWORK SEPT 2019 9/2019 INCOG MAPPING	044-3001-421.50-22 044-3001-421.50-22 044-3006-421.40-55		4/2020 4/2020 4/2020 Total	16,069.63 16,069.14 1,820.79 33,959.56
10/25/2019	263327	5866 JACKIE SMITHSON	11-10-15/2019	PER DIEM SHIA ASSOC TRNG	044-3001-421.50-03		4/2020 Total	275.00 275.00
10/25/2019	263333	3414 JOHN WALLS	100819 11-17-20/2019	REIMB/TUIT SUMMER 19 AMU PER DIEM WESTMINSTER CO	044-3001-421.30-11 044-3001-421.50-03		4/2020 4/2020 Total	1,025.00 228.00 1,253.00
10/25/2019	263334	9739 JONATHAN SEAGRAVES	11-4-15/2019	TRAFFIC CRASH RECON	044-3001-421.50-03		4/2020 Total	275.00 275.00
10/25/2019	263335	11870 JOSIAH GUSTIN	10-30/2019	PER DIEM CAET CERT	044-3009-421.50-03		4/2020 Total	61.00 61.00
10/25/2019	263345	4225 LANGUAGE LINE SERVICE	4648597	INTERPRETER FOR SERVICES	044-3006-421.30-87		4/2020 Total	103.35 103.35
10/25/2019	263352	10782 LOCKED NRN	100419 101119	REQ HEALTH CARE REQUIRED INMATE HEALTH	044-3008-421.30-87 044-3008-421.30-87		4/2020 4/2020 Total	259.50 259.50 519.00
10/25/2019	263353	10782 LOCKED NRN	101119	REQUIRED HEALTH CARE	044-3008-421.30-87		4/2020 Total	259.50 259.50
10/25/2019	263354	10782 LOCKED NRN	101719	REQUIRED HEALTH CARE	044-3008-421.30-87		4/2020 Total	259.50 259.50

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10/25/2019	263362	5941 LOWES	01415 92419	BLANKET ORDERS	044-3001-421.60-18		4/2020	36.93
			02927 100219	BLANKET ORDERS	044-3001-421.60-18		4/2020	23.07
			10642 100319	BLANKET ORDERS	044-3001-421.60-23		4/2020	15.66
			12422 91919	BLANKET ORDERS	044-3001-421.60-18		4/2020	13.30
			13008 92019	BLANKET ORDERS	044-3006-421.60-23		4/2020	16.34
			13164 100219	BLANKET ORDERS	044-3001-421.60-23		4/2020	43.82
			14791 93019	BLANKET ORDERS	044-3001-421.60-23		4/2020	12.34
			15709 93019	BLANKET ORDERS	044-3001-421.60-23		4/2020	190.00
			17374 100319	BLANKET ORDERS	044-3001-421.60-23		4/2020	34.74
							Total	316.72
10/25/2019	263387	90 NAPA AUTO PARTS	2210944545	BLANKET ORDERS	044-3001-421.60-20		4/2020	129.00
			2210944699	BLANKET ORDERS	044-3001-421.60-20		4/2020	33.24
			2210944751	BLANKET ORDERS	044-3001-421.60-20		4/2020	150.49
			2210944795	BLANKET ORDERS	044-3001-421.60-20		4/2020	17.57
			2210944836	BLANKET ORDERS	044-3001-421.60-20		4/2020	131.77
			2210944844	BLANKET ORDERS	044-3001-421.60-20		4/2020	76.72
			2210944885	BLANKET ORDERS	044-3001-421.60-20		4/2020	36.00
			2210945825	BLANKET ORDERS	044-3001-421.60-20		4/2020	30.08
			2210945840	BLANKET ORDERS	044-3001-421.60-20		4/2020	5.51
							Total	538.38
10/25/2019	263402	309 OKLAHOMA NATURAL GAS CO	110008282	MONTHLY SERVICE 10/14/19	044-3001-421.50-24		4/2020	125.93
			114839300	MONTHLY SERVICE 10/14/19	044-3001-421.50-24		4/2020	154.86
			252838500	MONTHLY SERVICE 10/14/19	044-3001-421.50-24		4/2020	145.66
							Total	426.45
10/25/2019	263405	307 OTA PIKEPASS CENTER	20190994347	TRAVEL/ PIKEPASS FEES	044-3001-421.50-03		4/2020	10.65
							Total	10.65
10/25/2019	263410	10217 PENDERGRAPH SYSTEMS INC	11726	EAST GATE READER AT PSC	044-3001-421.40-07		4/2020	196.00
							Total	196.00
10/25/2019	263417	888 PREFERRED BUSINESS SYST	INV67952	COPIER OVERAGES 9/30/19	044-3001-421.40-55		4/2020	293.45
			INV67952	COPIER OVERAGES 9/30/19	044-3008-421.40-55		4/2020	33.66
			INV67952	COPIER OVERAGES 9/30/19	044-3009-421.40-55		4/2020	3.36
							Total	330.47
10/25/2019	263426	1745 PUSH PEDAL PULL	258301	CLEANED/6 FITNESS MACHINE	044-3001-421.40-29		4/2020	145.00
							Total	145.00
10/25/2019	263428	3867 REASORS INC	100319	FOOD FOR INMATES	044-3008-421.60-23		4/2020	490.85
							Total	490.85
10/25/2019	263431	4904 RHIANNA RUSSELL	11-10-15/19	PER DIEM SHIA ASSOCIATING	044-3001-421.50-03		4/2020	275.00
							Total	275.00
10/25/2019	263441	584 SAMS CLUB	052439478094352	DOG FOOD/ANIMAL SHELTER	044-3009-421.60-23		4/2020	187.80
			645136643791621	FOOD/ SUPPLIES	044-3008-421.60-23		4/2020	610.58
			8883655028308	FOOD/ SUPPLIES	044-3008-421.60-23		4/2020	366.59
							Total	1,164.97
10/25/2019	263443	742 SECRETARY OF STATE	10/7/2019	NOTARY BOND/BRITTANY PACK	044-3008-421.30-11		4/2020	10.00

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							Tot al	10.00
10/25/2019	263444	742 SECRETARY OF STATE	10/7/2019	FILING NOTARY/ JOHNSON	044-3008-421.30-11		4/2020	10.00
							Tot al	10.00
10/25/2019	263445	742 SECRETARY OF STATE	10/7/2019	FILING NOTARY/ FLECK	044-3008-421.30-11		4/2020	10.00
							Tot al	10.00
10/25/2019	263446	742 SECRETARY OF STATE	10/7/2019	FILING NOTARY/ DENIS	044-3008-421.30-11		4/2020	10.00
							Tot al	10.00
10/25/2019	263447	742 SECRETARY OF STATE	10/7/2019	FILING NOTARY/ WARDEN	044-3008-421.30-11		4/2020	10.00
							Tot al	10.00
10/25/2019	263448	742 SECRETARY OF STATE	10/7/2019	FILING NOTARY/ RAPENNE	044-3008-421.30-11		4/2020	10.00
							Tot al	10.00
10/25/2019	263449	9811 SIGN SOLUTIONS	3798	AUTO MAJOR TRANSPORTATION	044-3001-421.60-20		4/2020	150.00
							Tot al	150.00
10/25/2019	263459	5980 SOFTWARE HOUSE INTERNAT	B1061400	COMPUTERS, DP & WORD PROC	044-3001-421.40-55		4/2020	53,523.84
							Tot al	53,523.84
10/25/2019	263466	10251 STANLEY M DAVID AND ASS	055488	PROMD ITEMS/ BAPD	044-3001-421.60-23		4/2020	680.61
			055499	PROMD ITEMS BAPD	044-3001-421.60-23		4/2020	383.69
			055500	PROMD ITEMS BAPD	044-3001-421.60-23		4/2020	549.71
							Tot al	1,614.01
10/25/2019	263481	3964 THE ARROW GROUP	83989	NOTARY BOND	044-3008-421.30-11		4/2020	30.00
			83990	NOTARY BOND	044-3008-421.30-11		4/2020	30.00
			83991	NOTARY BOND	044-3008-421.30-11		4/2020	30.00
			83992	NOTARY BOND	044-3008-421.30-11		4/2020	30.00
			83993	NOTARY BOND	044-3008-421.30-11		4/2020	30.00
			83994	NOTARY BOND	044-3008-421.30-11		4/2020	30.00
							Tot al	180.00
10/25/2019	263484	7782 TIGER, INC.	0919533183	AUG&SEP MONTHLY SERVICE	044-3001-421.50-24		4/2020	189.90
			0919533212	AUG&SEP MONTHLY SERVICE	044-3001-421.50-24		4/2020	57.67
			0919533213	AUG&SEP MONTHLY SERVICE	044-3001-421.50-24		4/2020	154.21
							Tot al	401.78
10/25/2019	263487	11858 TROY INDUSTRIES INC	96967	POLICE EQUIPMENT AND SUPP	044-3001-421.60-32		4/2020	735.00
							Tot al	735.00
10/25/2019	263493	6822 TULSA WINNELSON COMPANY	14387101	BLANKET ORDERS	044-3001-421.60-18		4/2020	125.12
							Tot al	125.12
10/25/2019	263500	4311 UNITED FORD	3410723	BLANKET ORDERS	044-3001-421.60-20		4/2020	183.34
			3411030	BLANKET ORDERS	044-3001-421.60-20		4/2020	50.40
							Tot al	233.74
10/25/2019	263509	2010 WALGREENS COMPANY	500046504	PRESCRIPTIONS/ INMATES	044-3008-421.30-87		4/2020	925.14
			50045756	PRESCRIPTIONS/ INMATES	044-3008-421.30-87		4/2020	682.10

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							Tot al	1,607.24
10/25/2019	263511	4136 WANCO INC	36728	HARDWARE, AND ALLIED ITEMS	044-3001-421.60-20		4/2020	506.00
							Tot al	506.00
10/25/2019	263520	7724 WINDSTREAM	0351003985 OCT	AOCT 100429341 OCT 2019	044-3001-421.50-22		4/2020	8,742.64
			9184519854 OCT	AOCT 101106759 OCT 2019	044-3001-421.50-22		4/2020	175.33
							Tot al	8,917.97
10/29/2019	263531	5986 OSBI	101819	J GUSTIN BKGROUND CK	044-3009-421.30-11		4/2020	41.00
							Tot al	41.00
10/29/2019	263532	10512 OSBME	101819	J GUSTIN REGISTRATION	044-3009-421.30-11		4/2020	200.00
							Tot al	200.00
					60 Checks	** Fund Tot al		168,920.20

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10/14/2019	263156	6347 COK COMMUNICATIONS	066260401	MONTHLY SERVICE 9/29/19	045-3501-422.50-23		4/2020	98.99
			066260501	MONTHLY SERVICE 9/29/19	045-3501-422.50-23		4/2020	98.99
			066260801	MONTHLY SERVICE 9/29/19	045-3501-422.50-23		4/2020	98.99
			066267401	MONTHLY SERVICE 9/29/19	045-3501-422.50-23		4/2020	144.94
			069152901	MONTHLY SERVICE 09/25/19	045-3501-422.50-23		4/2020	98.99
			073997001	MONTHLY SERVICE 9/29/19	045-3501-422.50-23		4/2020	84.41
							Total	625.31
10/18/2019	263160	8520 DAVID BUNCH	REIMBURSEMENT	GRIEVANCE OUT OF POCKET	045-3501-422.30-02		4/2020	50.00
							Total	50.00
10/18/2019	263172	11364 TREVOR ELLIOTT	REIMBURSEMENT	GRIEVANCE OUT OF POCKET	045-3501-422.30-02		4/2020	352.08
							Total	352.08
10/25/2019	263178	4 ACCURATE FIRE EQUIP CO	10-94698	REFILL EXTINGUISHERS	045-3501-422.30-87		4/2020	466.43
							Total	466.43
10/25/2019	263184	370 AIRGAS USA LLC	9092143730	BLANKET ORDERS	045-3502-422.60-23		4/2020	255.89
			9092803131	BLANKET ORDERS	045-3502-422.60-23		4/2020	395.85
			9093039718	BLANKET ORDERS	045-3502-422.60-23		4/2020	428.27
			9093290205	BLANKET ORDERS	045-3502-422.60-23		4/2020	302.00
							Total	1,382.01
10/25/2019	263193	4937 ASSOCIATED PARTS & SUPP	965652	BLANKET ORDERS	045-3501-422.60-18		4/2020	20.17
							Total	20.17
10/25/2019	263195	8512 AT&T MOBILITY	18065 SEP 2019	ACCT# 287286818065	045-3501-422.50-54		4/2020	1,841.84
			18065 SEP 2019	ACCT# 287286818065	045-3502-422.50-54		4/2020	433.40
			287287810200 10	287287810200 OCT 2019	045-3501-422.50-22		4/2020	41.43
							Total	2,316.67
10/25/2019	263198	8512 AT&T MOBILITY	287260663054/ 09	ACCT#287260663054 10/2019	045-3501-422.50-54		4/2020	25.25
							Total	25.25
10/25/2019	263211	68 BOUND TREE MEDICAL	83347143	FIRST AID & SAFETY EQUIP	045-3502-422.60-24		4/2020	1,822.33
			83348790	FIRST AID & SAFETY EQUIP	045-3502-422.60-24		4/2020	1,320.00
			83358828	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		4/2020	553.47
			83361948	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		4/2020	3,414.70
			83363546	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		4/2020	411.09
			83367048	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		4/2020	165.00
			83369915	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		4/2020	524.97
			83372973	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		4/2020	124.14
							Total	8,335.70
10/25/2019	263217	71 BROKEN ARROW ELECTRIC S	S2578764001	BLANKET ORDERS	045-3501-422.60-18		4/2020	66.97
							Total	66.97
10/25/2019	263218	74 BROKEN ARROW LAWN & GAR	19533	BLANKET ORDERS	045-3501-422.60-20		4/2020	3.00
							Total	3.00
10/25/2019	263225	97 CASCO INDUSTRIES INC	209870	FIRE PROTECTION EQUIP/ SUP	045-3501-422.70-17	203518	4/2020	20,775.00
			209991	FIRE PROTECTION EQUIP/ SUP	045-3501-422.60-24		4/2020	445.00
			210101	SHOES AND BOOTS	045-3501-422.70-17	193508	4/2020	1,942.00

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10/25/2019	263225	97	CASCO INDUSTRIES INC	211087 211188 211525	BOOTS & HELMET SHIELDS BOOTS & HELMET SHIELDS HELMET FRONT	045-3501-422.60-11 045-3501-422.60-11 045-3501-422.60-11		4/2020 4/2020 4/2020 Total	428.00 2,301.00 59.00 25,950.00
10/25/2019	263234	7423	CHRIS HUGHES	10/17/2019	REIMB MEAL TICKETS/NFPA	045-3504-422.50-03		4/2020 Total	327.31 327.31
10/25/2019	263239	120	CINTAS CORPORATION	5014941927	FIRST AID & SAFETY EQUIP	045-3501-422.30-87		4/2020 Total	255.83 255.83
10/25/2019	263247	8280	CONRAD FIRE EQUIPMENT I	535740 538538	HOLMOTRO REPAIR AUTO & TRUCK ACCESSORIES	045-3501-422.40-29 045-3501-422.60-20		4/2020 4/2020 Total	319.38 66.02 385.40
10/25/2019	263272	9812	EMS MANAGEMENT & CONSULT	037157	MANAGEMENT FEES SEPT 19	045-3502-422.40-28		4/2020 Total	12,955.10 12,955.10
10/25/2019	263273	9734	EMS TECHNOLOGY SOLUTION	27088	LICENSE FEE	045-3502-422.40-55		4/2020 Total	490.00 490.00
10/25/2019	263314	5770	HENRY SCHEIN INC	68969282 69372902 69495598 69640127 69668773 69684985 69892889 69942906	FIRST AID & SAFETY EQUIP FIRST AID & SAFETY EQUIP FIRST AID & SAFETY EQUIP FIRST AID & SAFETY EQUIP FIRST AID & SAFETY EQUIP FIRST AID & SAFETY EQUIP FIRST AID & SAFETY EQUIP FIRST AID & SAFETY EQUIP	045-3502-422.60-23 045-3502-422.60-23 045-3502-422.60-23 045-3502-422.60-23 045-3502-422.60-23 045-3502-422.60-23 045-3502-422.60-23 045-3502-422.60-23	4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 Total	72.40 335.00 200.20 64.40 184.15 274.50 93.20 40.18 1,264.03	
10/25/2019	263326	10500	J & J BOWERS LAWN CARE	101419 101419 1100719	MOWING 1ST/ E WASHINGTON MOWING 4215 E OMAHA ST MOWING 5605 S 193RD E AVE	045-3501-422.30-87 045-3503-422.30-87 045-3503-422.30-87		4/2020 4/2020 4/2020 Total	150.00 450.00 200.00 800.00
10/25/2019	263339	377	KIMS INTERNATIONAL	01155361N	HOSE, ALL KINDS	045-3501-422.60-20		4/2020 Total	34.47 34.47
10/25/2019	263349	7665	LIFE ASSIST INC	946894 948407	FIRST AID & SAFETY EQUIP FIRST AID & SAFETY EQUIP	045-3502-422.60-23 045-3502-422.60-23		4/2020 4/2020 Total	226.80 475.00 701.80
10/25/2019	263362	5941	LOWES	01423 92419 01442 93019 01607 10119 02224 10319 02953 92419 10671 92319 11912 91619 12562 93019 13402 100319 13473 10319	BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS BLANKET ORDERS	045-3501-422.60-18 045-3503-422.60-23 045-3503-422.60-23 045-3503-422.60-24 045-3501-422.60-18 045-3501-422.60-23 045-3503-422.60-23 045-3503-422.60-23 045-3501-422.60-20 045-3501-422.60-23	4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 4/2020 4/2020	19.89 146.41 47.49 214.62 43.35 170.06 63.58 77.62 25.17 282.72	

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								Total	1,090.91
10/25/2019	263363	10310	MARM C FIRE & SAFETY CO	5227884-1	N FIRE EXTINGUISHER STA #7	045-3501-422.60-23		4/2020	13.50
								Total	13.50
10/25/2019	263369	7610	MEDNOW URGENT CARE CENT	4020411	HEP B SHOT/ DOUG GIBSON	045-3501-422.30-87		4/2020	161.25
								Total	161.25
10/25/2019	263377	427	MOTOROLA SOLUTIONS INC	16072969	COMPUTERS, DP & WORD PROC	045-3501-422.60-50		4/2020	126.29
								Total	126.29
10/25/2019	263387	90	NAPA AUTO PARTS	2210944568	BLANKET ORDERS	045-3501-422.60-21		4/2020	409.80
				2210945125	BLANKET ORDERS	045-3501-422.60-20		4/2020	12.99
				2210945539	BLANKET ORDERS	045-3501-422.60-20		4/2020	42.99
								Total	465.78
10/25/2019	263403	11301	OKLAHOMA SAFETY COUNCIL	L 76598	DDC ELEARNING KITS	045-3503-422.30-11		4/2020	1,765.00
								Total	1,765.00
10/25/2019	263417	888	PREFERRED BUSINESS SYST	IN67952	COPIER OVERAGES 9/30/19	045-3501-422.40-55		4/2020	96.64
								Total	96.64
10/25/2019	263420	2137	PRO OVERHEAD DOOR	21573	SRVCE LABOR STA 1,3,4,6,7	045-3501-422.40-07		4/2020	1,105.00
				21585	SRVCE LABOR STA 1,3,4,6,7	045-3501-422.40-07		4/2020	236.00
				21586	SRVCE LABOR STA 1,3,4,6,7	045-3501-422.40-07		4/2020	200.00
				21588	SRV C LABOR STA 1,3,4,6,7	045-3501-422.40-07		4/2020	1,312.00
				21591	SRVCE LABOR STA 1,3,4,6,7	045-3501-422.40-07		4/2020	120.00
				21613	SRVCE LABOR STA 1,3,4,6,7	045-3501-422.40-07		4/2020	221.00
				21615	SRVCE LABOR STA 1,3,4,6,7	045-3501-422.40-07		4/2020	200.00
								Total	3,394.00
10/25/2019	263427	4209	RDJ SPECIALTIES INC	11845	RULERS & PENCIL POUCHES	045-3504-422.60-23		4/2020	1,080.76
								Total	1,080.76
10/25/2019	263453	1409	SMITH FARM & GARDEN CO	863716	BLANKET ORDERS	045-3501-422.60-20		4/2020	11.03
				864737	BLANKET ORDERS	045-3501-422.60-20		4/2020	1.34
								Total	12.37
10/25/2019	263456	1183	SNOWS FURNITURE MART	IN 138669 041319	FURNITURE, OFFICE	045-3501-422.60-24		4/2020	427.95
								Total	427.95
10/25/2019	263459	5980	SOFTWARE HOUSE INTERNAT	B1061400	COMPUTERS, DP & WORD PROC	045-3501-422.40-55		4/2020	39,719.40
				B10704663	COMPUTERS, DP & WORD PROC	045-3502-422.60-28		4/2020	413.11
								Total	40,132.51
10/25/2019	263461	10524	SOUTHERN ANESTHESIA & S	2868689RI	FIRST AID & SAFETY EQUIP	045-3502-422.60-23		4/2020	624.44
								Total	624.44
10/25/2019	263467	10594	STEPHANEE CORBET	93019	SEPT EMS AUDIT	045-3502-422.30-87		4/2020	1,925.00
								Total	1,925.00
10/25/2019	263475	225	SUMMIT TRUCK GROUP	CMH11192132	AUTO & TRUCK MAINT. ITEMS	045-3502-422.60-20		4/2020	335.49
				CMH11192310	AUTO & TRUCK MAINT. ITEMS	045-3502-422.60-20		4/2020	30.00

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10/25/2019	263475	225	SUMMIT TRUCK GROUP	411192132	AUTO & TRUCK MAINT. ITEMS	045-3502-422.60-20		4/2020	1,290.55
				411192310	AUTO & TRUCK MAINT. ITEMS	045-3502-422.60-20		4/2020	483.97
				411192494	AUTO MAJOR TRANSPORTATION	045-3502-422.60-20		4/2020	2,382.54
				411192986	AUTO & TRUCK MAINT. ITEMS	045-3502-422.60-20		4/2020	58.91
								Total	3,848.48
10/25/2019	263482	11827	THE BETTY MILLS COMPANY	1568237436	HOSPITAL/MEDICAL ACCESS.	045-3501-422.70-17	203524	4/2020	2,965.00
								Total	2,965.00
10/25/2019	263488	173	TULSA AUTO SPRING	00359543	BLANKET ORDERS	045-3502-422.60-20		4/2020	149.48
								Total	149.48
10/25/2019	263512	148	WARREN POWER & MACHINER	PS100730030	ROAD/HWY HEAVY EQUIPMENT	045-3503-422.60-20		4/2020	423.60
				PS100730508	ROAD/HWY HEAVY EQUIPMENT	045-3503-422.60-20		4/2020	61.92
								Total	485.52
						39 Checks	** Fund Total		115,572.41

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10/25/2019	263497	10955	TWO OAKS INVESTMENT DBA	2566	MONTHLY SERVICE OCT 2019	060-1700-419.30-87		4/ 2020	5,833.33
								Total	5,833.33
10/25/2019	263521	10956	WORKER S COMPENSATION A	10/10/2019	PROF SERVICE 10/10/19	060-1700-419.30-08		4/ 2020	418.50
				10/10/2019	WORKER S COMP 10/10/19	060-1700-419.30-88		4/ 2020	4,653.57
				10/10/2019	DISABILITY 10/10/19	060-1700-419.50-90		4/ 2020	424.69
				10/3/2019	LEGAL WORKER S COMP	060-1700-419.30-08		4/ 2020	16,385.15
				10/3/2019	PROF SERVICE 10/3/19	060-1700-419.30-87		4/ 2020	26.00
				10/3/2019	MEDICAL WORKER S COMP	060-1700-419.30-88		4/ 2020	17,413.95
				10/3/2019	DISABILITY WORKER S COMP	060-1700-419.50-90		4/ 2020	593.77
								Total	39,915.63
						2 Checks	** Fund Total		45,748.96

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10/25/2019	263251	10398	CORESOURCE INC	531374	ADMIN FEES NOVEMBER 2019	061-1700-419.30-87		4/2020 Total	97,901.11 97,901.11
10/25/2019	263374	9695	MINNESOTA LIFE INSURANCE	OCTOBER 2019	EMPLOYEE LIFE INS/ PREMIUM	061-1700-419.30-89		4/2020 Total	5,977.63 5,977.63
						2 Checks	** Fund Total		103,878.74

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10/25/2019	263215	99999	BRIGHT LIGHTING			082-0000-229.03-01		4/2020 Total	1,200.00 1,200.00
10/25/2019	263293	99999	GENOFF, SHEILA	811090	C. C. COURT BOND REFUND 5/24/19	082-0000-229.03-04		4/2020 Total	560.00 560.00
10/25/2019	263347	99999	LEONARD, HARRY E	860939	C. C. COURT BOND REFUND 10/07/1	082-0000-229.03-04		4/2020 Total	500.00 500.00
10/25/2019	263455	99999	SMITH, CYNTHIA D	842136	C. C. COURT BOND REFUND 03/20/1	082-0000-229.03-04		4/2020 Total	120.00 120.00
10/25/2019	263510	99999	WALKER, DIANA	863685	C. C. COURT BOND REFUND 8/29/19	082-0000-229.03-04		4/2020 Total	370.00 370.00
10/25/2019	263515	99999	WAUGAMAN, MICHAEL JAMES	820628	C. C. COURT BOND REFUND 09/25/1	082-0000-229.03-04		4/2020 Total	300.00 300.00
10/29/2019	263529	99999	IRONS, DAVID R	839900	COURT BOND REFUND	082-0000-229.03-04		4/2020 Total	560.00 560.00
						7 Checks	** Fund Total		3,610.00

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10/25/2019	263270	10570	ELLSWORTH CONSTRUCTION	14	CONSTRUCTION	092-5300-431.70-15	ST1210	4/2020	188,593.53
								Total	188,593.53
10/25/2019	263301	11678	GRADE LINE CONSTRUCTION	7	CONSTRUCTION	092-5300-431.70-15	ST1712	4/2020	114,042.74
								Total	114,042.74
10/25/2019	263308	10728	H&G PAVING CONTRACTORS	10	CONSTRUCTION	092-5300-431.70-15	ST1616	4/2020	149,169.02
								Total	149,169.02
10/25/2019	263408	8894	PARAGON CONTRACTORS, LL	11	CONSTRUCTION	092-5300-431.70-15	ST1507	4/2020	223,246.63
								Total	223,246.63
10/25/2019	263421	7407	PROFESSIONAL ENGINEERING	520761	CONSTRUCTION	092-6000-451.70-16	176037	4/2020	1,898.00
								Total	1,898.00
						5 Checks	** Fund Total		676,949.92

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10/25/2019	263306	7308	GUY ENGINEERING SERVICE	10856	CONSTRUCTION	093-5300-431.70-16	ST1926	4/2020	4,993.76
								Total	4,993.76
10/25/2019	263338	374	KELLY MOORE PAINT COMPANY	SEPT 25 2019	PAINTGARDEN	093-5305-438.70-15	SW1920	4/2020	62.59
								Total	62.59
10/25/2019	263362	5941	LOWES	01840 92419	BLANKET ORDERS	093-5305-438.70-15	SW1920	4/2020	53.12
								Total	53.12
10/25/2019	263498	10922	TYLER TECHNOLOGIES INC	045278878	MISC SERVICES	093-1700-419.70-17	191721	4/2020	2,009.41
				045279452	BLANKET ORDERS	093-1700-419.70-17	191721	4/2020	12,000.00
								Total	14,009.41
						4 Checks	** Fund Total		19,118.88

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10/18/2019	263157	757 CITY OF BROKEN ARROW	20191018	ADMIN FEE (AY)	900-0000-218.30-00		4/2020 Total	110.00 110.00
10/18/2019	263158	7108 CITY OF BROKEN ARROW	20191018 20191018	MEDICAL SPENDING MEDICAL SPENDING	900-0000-218.36-00 900-0000-218.55-00		4/2020 4/2020 Total	14,234.05 250.98 14,485.03
10/18/2019	263159	8039 CITY OF BROKEN ARROW	20191018 20191018 20191018	EMPLOYEE SHARE HEALTH INS LIFE INSURANCE HEALTH INSURANCE	900-0000-218.06-00 900-0000-218.09-00 900-0000-218.28-00		4/2020 4/2020 4/2020 Total	49,121.99 6,050.80 611,372.25 666,545.04
10/18/2019	263161	522 F O P LODGE #170	20191018	FOP DUES	900-0000-218.25-00		4/2020 Total	5,640.00 5,640.00
10/18/2019	263162	523 IAFF LOCAL 2551	20191018	IAFF DUES	900-0000-218.08-00		4/2020 Total	8,533.00 8,533.00
10/18/2019	263163	8538 IOWA BLUE LINE	20191018	IOWA BLUE LINE	900-0000-218.53-00		4/2020 Total	9,893.88 9,893.88
10/18/2019	263164	5227 IOWA DEF COMP	20191018	DEFERRED COMP	900-0000-218.23-00		4/2020 Total	33,856.72 33,856.72
10/18/2019	263165	3844 IOWA 401(A)	20191018	IOWA 401 (A)	900-0000-218.35-00		4/2020 Total	1,291.04 1,291.04
10/18/2019	263166	488 NATIONAL RETIREMENT S	20191018	DEFERRED COMP	900-0000-218.20-00		4/2020 Total	8,389.81 8,389.81
10/18/2019	263167	484 OK MUNICIPAL RETIREMENT	20191018	OKRF PENSION BENEFIT	900-0000-218.21-00		4/2020 Total	100,466.26 100,466.26
10/18/2019	263168	462 OKLAHOMA FIREFIGHTERS P	20191018	PENSION & ABT	900-0000-218.04-00		4/2020 Total	120,669.76 120,669.76
10/18/2019	263169	311 OKLAHOMA POLICE PENSION	20191018	PENSION BENEFIT & ABT	900-0000-218.22-00		4/2020 Total	94,996.42 94,996.42
10/18/2019	263170	3263 OKRF LOAN PROGRAM	20191018	OKRF LOAN DEDUCTIONS	900-0000-218.33-00		4/2020 Total	25,190.68 25,190.68
10/18/2019	263173	562 UNITED WAY	20191018	EMPLOYEE DEDUCTIONS	900-0000-218.12-00		4/2020 Total	1,032.98 1,032.98
10/18/2019	263174	3734 UNUM LIFE INSURANCE	20191018	L-T DISABILITY INSURANCE	900-0000-218.34-00		4/2020 Total	5,193.09 5,193.09
10/25/2019	263374	9695 MINNESOTA LIFE INSURANCE	OCTOBER 2019	EMPLOYEE LIFE INS/PREMIUM	900-0000-218.48-00		4/2020 Total	5,018.26 5,018.26
10/25/2019	263477	10400 SURENCY LIFE & HEALTH I	OCTOBER	FSA FEE	900-0000-218.46-00		4/2020 Total	755.75 755.75

Prepared: 10/29/2019, 17:03:35
Program GMI79L
Bank: 01 Arkansas Valley State Bank

CITY OF BROKEN ARROW
CHECK REGISTER BY FUND

CHECK DATE	CHECK NUMBER	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	PERIOD/ YEAR	AMOUNT
					17 Checks	** Fund Total		1,102,067.72
					430 Checks	*** Bank Total		6,185,588.36
					430 Checks	**** Grand Total		6,185,588.36



City of Broken Arrow

Request for Action

File #: 19-1351, **Version:** 1

Broken Arrow City Council
Meeting of: 11/05/2019

Title:

Presentation and annual programming update by the Broken Arrow Community Playhouse

Background:

The Broken Arrow Community Playhouse President will update the City Council members on operations and programming regarding the Community Playhouse.

Cost: \$0

Funding Source: N/A

Requested By: Matt Hendren, Parks and Recreation Director

Approved By: City Manager's Office

Attachments: None

Recommendation:

No action required.



City of Broken Arrow

Request for Action

File #: 19-1346, **Version:** 1

Broken Arrow City Council
Meeting of: 11-05-2019

Title:

Presentation by Ghost Creative on the Shop Local messaging and visuals

Background:

In order to help local businesses stay profitable and generate much needed sales tax revenue for the City, staff has retained the services of Ghost Creative and Anglin Public Relations to develop a strategic marketing plan outlining specific activities that will engage residents to shop locally within Broken Arrow.

Ghost will present the main concept message and visuals to gather feedback from Council members.

Cost: \$0

Funding Source: N/A

Requested By: Krista Hemme, Director of Communications

Approved By: City Manager's Office

Attachments: Broken Arrow Concept Messaging

Recommendation:

As Council directs.

City of Broken Arrow

Messaging Exploration

25 October 2019

ghost

Let's explore and rationalize a big idea.

There are lots of ways to say similar things. The tone and personality we take makes all the difference in the impact, perception and attention we garner. So let's look at ***how*** we can convey a message.

Fiercely independent. (But not political.)

Empowering. (You're responsible for your future.)

Self-assured. (We don't need external validation to prove our worth.)

Clever. (Put your own spin and personality on your objective.)

Welcoming. (Join in on the fun, be part of our momentum and celebrate our successes.)

Engaging. (Give people something to talk about. Get them sharing and circulating your message. That means it has to be INTERESTING!)

It's worth a quick overview of what we're trying to accomplish and how a campaign unfolds:

1. **Introduce the big idea to the public.**

Get the public to become aware of a concept, a turn of phrase or a visual they can recognize.

2. **Build awareness and frequency.**

Present the concept multiple times in its simplest form so people understand what it is.

3. **Develop messaging and tactics.**

Add additional/supporting messages and personality to the concept. Flesh it out so the audience, who already recognizes the big idea, knows what they are supposed to feel and do when they engage with the concept.

4. **Refresh the messaging and build "legs" over time.**

As the audience grows accustomed to the brand and begins to tune it out, we have to continue to communicate the big idea in new ways.

Here's the big idea.

BACK to BA

BACK to BA

Broken Arrow is a special place, not because of any one thing, but because of what we've built together. It's home to beautiful families, safe streets, successful schools, innovative and diverse retailers, and well-trained and well-paid police and firefighters. This thing we've built together is never done, though, and if something isn't growing, it's dying. We owe it to this place and to each other to invest in our community, to continue its momentum and ensure it moves forward.

By shopping in Broken Arrow, you're helping to fund the services, culture and community that makes us who we are. Whether you live here, work here or are just visiting, we need your support, your patronage, and your interest. And wherever you go next, we want to make sure you'll always want to come **Back to BA.**

A Phased Approach.

8

Phase I: Awareness/Image

Brand it. Post it everywhere. Build simple, clever, clear messages to support the theme. Get people talking, sharing and wearing Back to BA.

Phase II: Two-Fold, Testimonial-Driven

1. Why it's so important to bring your tax dollars, your friends and your family "Back to BA"
2. Why people who left Broken Arrow returned - came "Back to BA" - to build their business or raise their family.

Example Messaging for Phase I: Image/Awareness

9

Back to BA, *action-driven*

Shop here. Live here. Play here. Drink here. Eat here. Go here. Grow here.

Back to BA, *services-driven*

Every dollar you spend in Broken Arrow sends money Back to BA. The sales taxes you pay here fund our firefighters, our police and our infrastructure.

Back to BA, *community-driven*

Even if you work somewhere else, come Back to BA to shop. Even if it's an extra 10 minutes to get to something in your town, your purchases send money Back to BA and support the growth of your community.

Example Messaging for Phase I: Image/Awareness

10

Wherever you're going,
we hope you'll come Back to BA

-

Your tax dollars stop here.

Come Back to BA

When you shop here, you make
our city stronger and safer.

There's a reason people come Back to BA

Lots of them, actually.

Come once. Come shop. Come explore.

Once you do, we're pretty sure you'll come Back to B.A.

-

Bring your friends...

Bring your family...

Bring your dollars...

Bring your business...

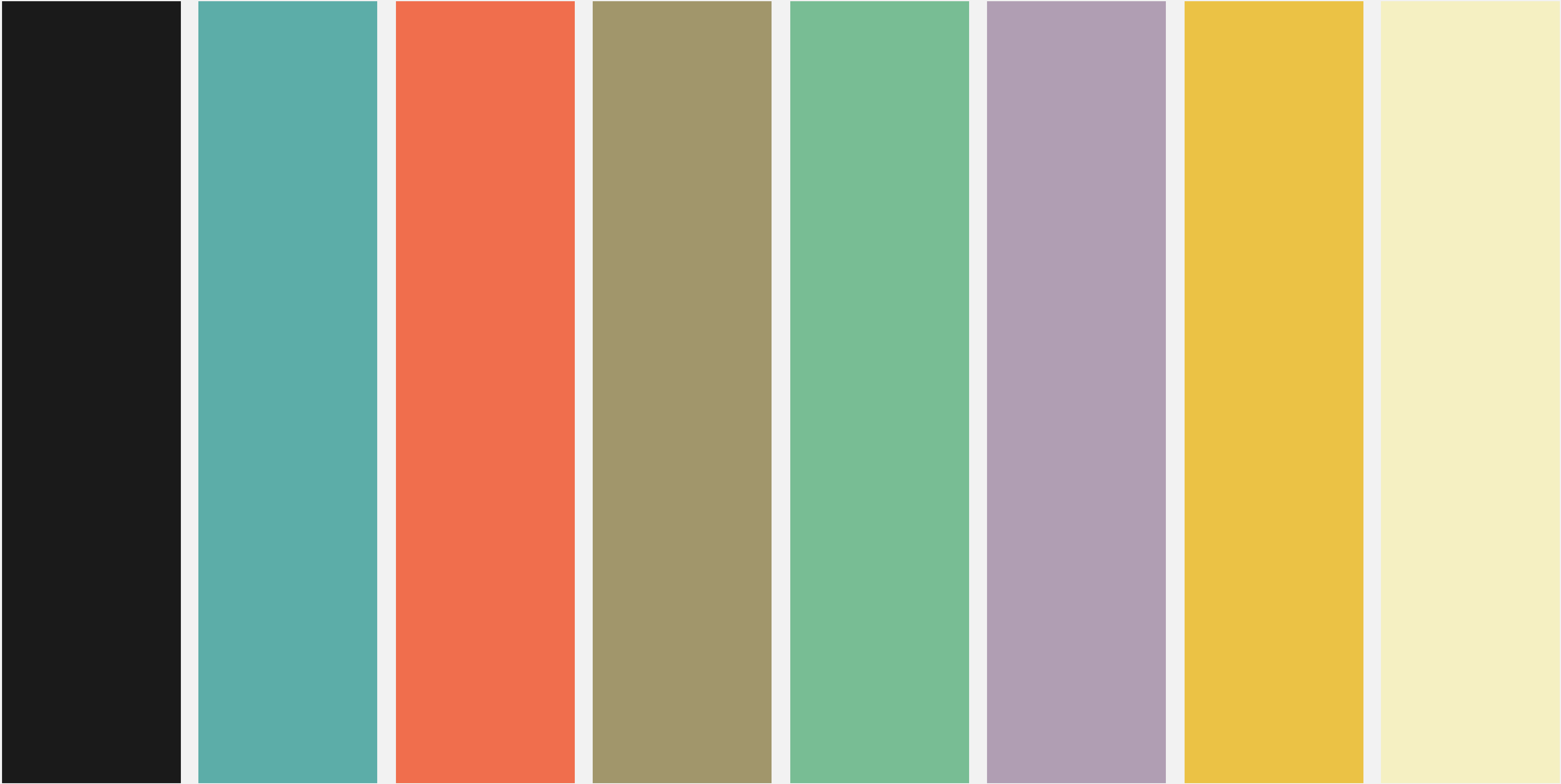
Bring your sports team...

Back to BA



ghost







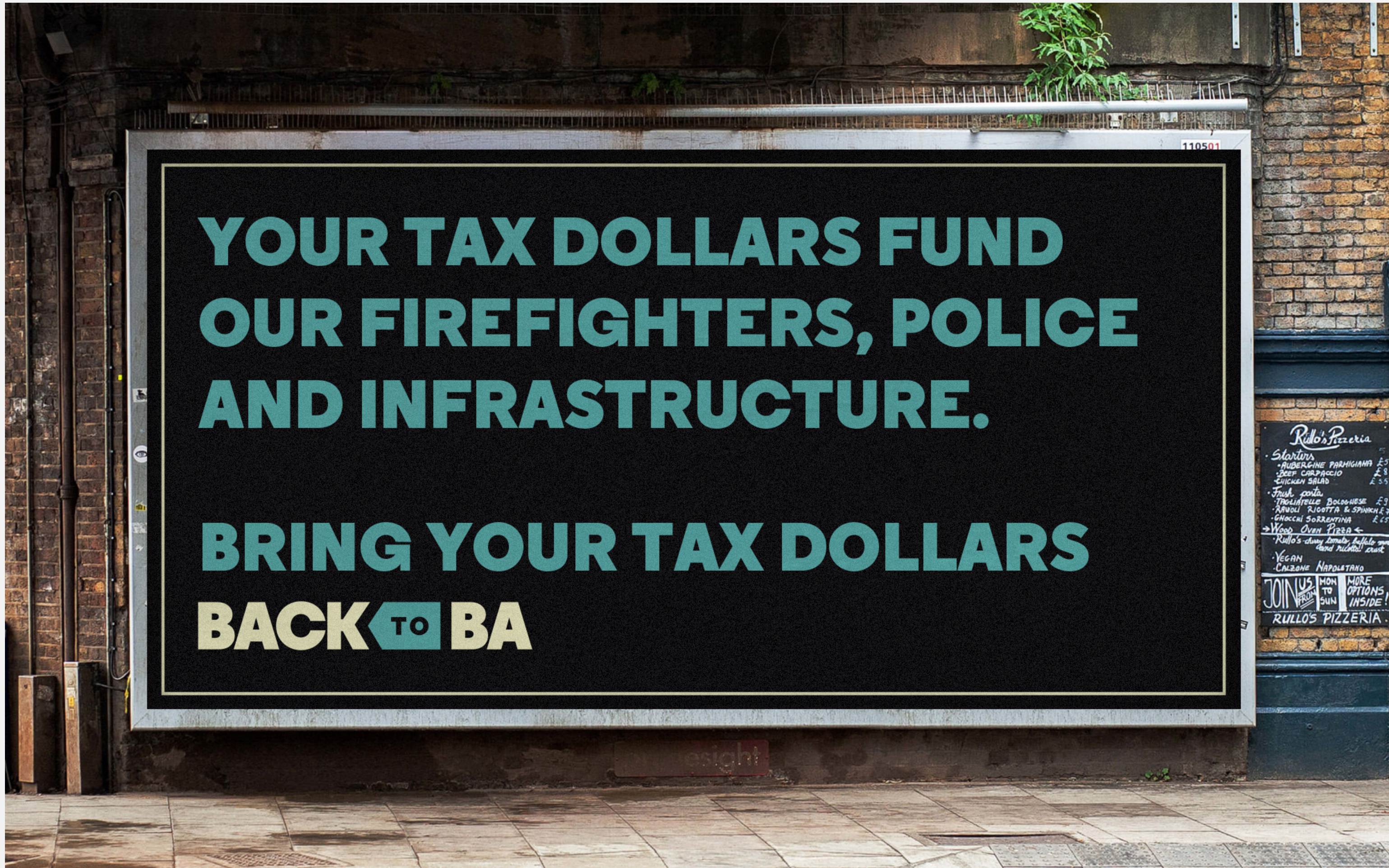












**EVERY DOLLAR
YOU SPEND IN
BROKEN ARROW
SENDS MONEY
BACK  BA**

**THERE'S A
REASON
PEOPLE COME
BACK  BA**

**WHEREVER
YOU'RE GOING,
WE HOPE YOU'LL
ALWAYS COME
BACK  BA**

**SAFER STREETS,
CLEANER PARKS,
STRONGER SCHOOLS.**

**ALL BECAUSE
YOU BROUGHT
YOUR TAX DOLLARS
BACK  BA**

Deliverables Wish List (Per Anglin PR)

Promo items: Bumper stickers, totes, hats, apparel

Social: Static and animated Facebook ads;

Instagram posts and tweets; Snapchat stuff

Movie Theatre: Static digital ads

Outdoor: Billboards (static - vinyl; animated - digital)

Facebook: Temporary profile frame

Signage: Yard signs / city limits / boundaries signs

Print: Posters, flyers and window decals for
merchants and supporters

Website: Informational site with campaign materials and
pledge information

Municipal Items: Water bill inserts, door hangers...

Kids: Popsockets, coloring placemats for restaurants

Videos: Animation (phase 1) and testimonials (phase 2)

Thank you.



City of Broken Arrow

Request for Action

File #: 19-1298, **Version:** 1

Broken Arrow City Council
Meeting of: 11/05/2019

Title:

Consideration, discussion, and possible approval of the proposed name for the Broken Arrow Events Park Adult Softball Complex

Background:

The Broken Arrow Events Park Adult Softball Complex is located in the northeast corner of the Events Park at 21101 E 101st Street. Initial funding for the fields was approved in the 2014 GO Bond. On July 3, 2017, Council approved the design contract to include six fields and amenities. On June 3, 2019, a construction contract was awarded for \$6,903,660. A substantial completion date has been set for July 7, 2020.

The complex will include the following amenities:

- Four (4) adult softball fields consisting of synthetic turf infields with natural grass outfields, LED ballfield lighting, scoreboards and spectator seating with shade covers.
- One (1) adaptive use synthetic turf ballfield that will allow playing opportunities for users of all abilities.
- Conditioned concession, restroom and office facility.
- Large parking area with walkways and landscaping.

The City Manager requests that the Council consider naming the complex at this time to allow staff to proceed with development of proper signage, branding, and community engagement. The Broken Arrow Adult Softball Club board recommends the Council consider the name “Broken Arrow Challenger Sports Complex” which will reflect the fact that one of the fields will be adaptive and allow players of all abilities to participate. The City Manager supports this recommendation.

Cost: \$0

Funding Source: None

Requested By: Michael Spurgeon, City Manager

Approved By: City Manager’s Office

Attachments: None

Recommendation:

As Council directs.



City of Broken Arrow

Request for Action

File #: 19-1291, **Version:** 1

Broken Arrow City Council
Meeting of: 11/05/2019

Title:

Consideration, discussion, and possible approval of changing the name of Chisholm Trail South Park (Events Park)

Background:

The Festival Events Park Enhanced Master Plan was presented to City Council in September 2013. At that time, plans for the park included the completion of the original 86 acres for festivals and events, and the master planning of an adjoining 122 acres located to the north and northeast of the original 86 acres. As part of the finalization of the Enhanced Master Plan it was recommended that the park be named Chisholm Trail South Park, and the City Council approved this name on November 19, 2013.

In the past year, there has been discussion among community leaders that the existing park name is not used by the public and that it should be changed to more aptly describe the purpose and function of the park.

At the May 15, 2018 City Council meeting, the City Manager lead a discussion on a possible name change for the park. During his presentation, the City Manager reported that there had been complaints and concerns regarding the name of Chisholm Trail South Park. He requested authorization to research and identify a name more relevant the Broken Arrow community. The Council approved staff taking appropriate action to determine the best name for the park.

After discussion with staff and administration, the City Manager recommends that the Chisholm Trail South Park be renamed to Broken Arrow Events Park. Once the Council approves a new name, City staff will begin efforts to develop a marketing strategy and begin promotion to the community.

Cost: \$0

Funding Source: None

Requested By: Michael Spurgeon, City Manager

Approved By: City Manager's Office

Attachments: None

Recommendation:
As Council directs.



City of Broken Arrow

Request for Action

File #: 19-1319, Version: 1

**Broken Arrow City Council
Meeting of: 11-05-2019**

Title:

Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1277, a Resolution of Support for the Tulsa Chamber 2020 OneVoice Legislative Priorities

Background:

In 2008, the Tulsa Metro Chamber of Commerce created the OneVoice agenda to represent the Tulsa Metropolitan area at the State Capitol and at the U.S. Capitol as one unified voice. In 2019 the City of Broken Arrow participated in the development of the OneVoice Agenda. This was accomplished by Staff's attendance at the sub-committee meeting and the Tulsa Regional Business Summit, which was designed to better define the OneVoice Agenda.

The 2019 OneVoice Agenda is attached for the Council's review. The priorities for State legislation include:

1. Improve the ability of Oklahoma's Pre-K-12 public schools to attract, retain and return effective career teachers through policies designed to increase the state's pool of qualified teachers and improve teachers' job satisfaction.
2. Broaden and protect health care coverage by capturing all available state and federal funds for the Oklahoma Health Care Authority.
3. Support a comprehensive multi-year plan to meet current and future workforce needs by investing in the state's public education systems and establishing Oklahoma as a national leader in early childhood, K-12, CareerTech and higher education.
4. Prioritize funding for the Oklahoma Department of Mental Health and Substance Abuse Services to restore recently-cut services and allow for new innovations in prevention, treatment and services.
5. Maintain physician training funding for the state's two largest medical schools in the base budgets of the Oklahoma Health Care Authority or university medical authorities.
6. Restore funding for higher education to make salaries competitive for faculty and staff, support college completion efforts, and keep tuition affordable for students and families.
7. Support the elimination of all exemptions to Oklahoma's One Call Program (Call 811 Before You Dig).
8. Continue to improve our roads, bridges and return our streets and highways to a state of good repair by fully funding the Oklahoma Department of Transportation's Eight Year Plan and the County Improvement for Roads and Bridges Five Year Plan.
9. Show strong support for appropriate water conservation practices, incentives, and educational programs to moderate statewide water usage while preserving Oklahoma's population growth and economic development goals.

10. Strengthen alternatives to incarceration and support reforms in sentencing, reentry and rehabilitation that safely reduce the prison population and enable nonviolent offenders to reenter the workforce.
11. Support tax credits, exemptions and incentives that provide an economic return to the state of Oklahoma, maintain competitiveness in business attraction and retention, and increase capital investment.
12. Increase OCAST's (Oklahoma Center for Advancement of Science and Technology) annual budget to fund more approved projects and capture additional matching funds from the private sector. With 85 approved but unfunded OCAST projects in 2018, \$312 million in potential public-private investment was left on the table for growing and diversifying Oklahoma's economy and building the tax base.
13. Support legislation that removes barriers to allow municipalities to reduce costs, operate efficiently, and diversify sources of revenue available to municipalities for operating revenue.
14. While supporting the rights granted by the Second Amendment, protect the current law giving venue owners, event operators, and recreational facilities the authority to control firearm policies on property they manage.
15. Improve state incentives for high-growth startup, early-stage and small companies through new rebates or credits, or amended existing programs.

The 2019 Federal Priorities include:

1. Fully fund and enhance the Corporation for National and Community Service, which supports local schools and nonprofit organizations with vital resources and manpower through AmeriCorps programs.
2. Refrain from changes to the structure and financing of Medicaid that would increase Oklahoma's uninsured rate and would transfer federal risk and costs to Oklahoma taxpayers.
3. Support efforts to meet industry needs for skilled workers in jobs that require training beyond high school but not a four-year higher education degree.
4. Maintain the structure, financing and eligibility criteria of federal nutrition programs under the USDA, which benefit Oklahomans' health, family stability and educational attainment.
5. Support the reform of federal financial aid eligibility to improve access to higher education for all Americans.
6. Expand Pell Grant eligibility to short-term, industry-driven training at higher education and vocational-technical clock-hour institutions.
7. Support efforts to expedite the implementation of the Arkansas River Corridor Project for river infrastructure improvements.
8. Increase Congressional appropriations to address the approximate \$153 million in maintenance backlog of MKARNS-\$139 million of which is deemed critical-potentially leading to a shutdown of the waterway over the next five years.
9. Continue to support addressing the critical infrastructure needs with Tulsa's aging levee system, which the Corps of Engineers has designated as one of the five percent highest-risk levee systems in the country.
10. Support measures to reduce or eliminate barriers to greater use of American-produced natural gas, including CNG, LNG, GTL and NGLs. Oklahoma is the third-largest producer of natural gas in the

United States, and the Department of Energy should facilitate full development of this resource to strengthen the country's national security, economic outlook and geopolitical position in the world.

11. Reform national criminal justice systems to emphasize rehabilitation and restorative justice.
12. Maintain federal Historic Rehabilitation Tax Credits for the restoration of historic buildings.
13. Encourage Congress to maintain, or even increase, current funding levels for the EPA's Brownfields Program.
14. Minimize the regulatory burden on small and medium employers under the Affordable Care Act and support efforts to reduce these employers' cost of providing health care.
15. Strongly support (or oppose efforts to cut) targeted economic development funding for programs that have proven to be effective and beneficial to the Tulsa Region. These include the Economic Development Administration (EDA) grants for infrastructure and planning and the Manufacturing Extension Partnership (MEP), a program under the U.S. Department of Commerce's National Institute of Standards and Technology.

A representative from Tulsa Chamber will address Council.

Cost: \$0

Funding Source: None

Requested By: Steve Yoder, Business Retention and Expansion Coordinator

Approved By: City Manager's Office

Attachments: Resolution No. 1277

Recommendation:

Approve Resolution No. 1277 and authorize its execution.

RESOLUTION NO. 1277

A RESOLUTION OF SUPPORT FOR THE TULSA REGIONAL CHAMBER 2020 ONEVOICE LEGISLATIVE PRIORITIES

WHEREAS, the City of Broken Arrow Staff members have been attending the Tulsa Regional Chamber OneVoice Legislative meetings throughout the summer and fall; and

WHEREAS, OneVoice 2020 State Priorities include supporting legislation that removes barriers to allow municipalities to reduce costs, operate efficiently, and diversify sources of revenue available to municipalities for operating revenue; and

WHEREAS, OneVoice 2020 State Priorities include supporting tax credits, exemptions and incentives that provide an economic return to the State of Oklahoma, maintain our competitiveness in business attraction and retention, and increase capital investment; and

WHEREAS, OneVoice 2020 State Priorities include providing dedicated funding through the Oklahoma Department of Tourism to implement branding and marketing strategies developed through the statewide branding summit; and

WHEREAS, OneVoice 2020 State Priorities include increased funding for applied research, development and technology transfer for advancing technologies in industry; partnerships with focused financial resources on innovation having the greatest potential for commercial success in the shortest amount of time; and

WHEREAS, OneVoice 2020 State Priorities include strengthening alternatives to incarceration and support reforms in sentencing, reentry and rehabilitation that safely reduce the prison population and enable nonviolent offenders to reenter the workforce; and

WHEREAS, OneVoice 2020 State Priorities include Investing in Oklahoma Education — Common Ed, Higher Ed, and Career Tech — with a comprehensive, multi-year plan to be a Top 10 state by 2025. Investing in the development of a highly-skilled, well-educated workforce will make Oklahoma more competitive and elevate our state's reputation as a quality place to live, work, raise a family, and build a business; and

WHEREAS, OneVoice 2020 State Priorities include addressing the Teacher shortage to improve the ability of Oklahoma's PreK- 12 public schools to attract and retain effective career teachers through policies designed to increase the state's pool of qualified teachers and improve teachers' job satisfaction.

WHEREAS, OneVoice 2020 State Priorities include supporting medicaid expansion that serves the largest number of uninsured Oklahomans in the most cost-effective way while also providing the largest financial return to the State of Oklahoma; and

WHEREAS, OneVoice 2020 State Priorities include addressing current & future health care workforce needs in urban & rural Oklahoma by using all available state and federal resources to support and expand Teaching Health Center related programs, including by expanding the Oklahoma Hospital Residency Training Act to include community-based training; and

WHEREAS, OneVoice 2020 State Priorities include expanding behavioral health and substance use disorder services to help more Oklahomans gain access to the treatment and support they need to live healthy, productive lives; and

WHEREAS, OneVoice 2020 State Priorities include Support programs and funding to improve resilience and treat behavioral health conditions that often arise from adverse childhood experiences (ACEs); and

WHEREAS, OneVoice 2020 State Priorities include continue to improve our roads, bridges and return our streets and highways to a state of good repair by fully funding the Oklahoma Department of Transportation's Eight Year Plan and the County Improvement for Roads and Bridges Five Year Plan; and

WHEREAS, OneVoice 2020 State Priorities support the elimination of all exemptions to Oklahoma's One-Call Program (Call 811 Before You Dig). Eliminating the exemptions to the One-Call Program strongly promotes pipeline and underground utility safety; and

WHEREAS, OneVoice 2020 State Priorities include treat reliable water supply as the major driver for economic development that it is. Reliable water supply is based on both water quantity and water quality, and improvements in both of these areas help large and small communities; and

WHEREAS, OneVoice 2020 State Priorities include request funding for the newly created "McClellan-Kerr Arkansas River Navigation System Infrastructure Revolving Fund" at a minimum of \$4 million for the purpose of supplementing and pooling all monies received by the Oklahoma Department of Transportation from appropriations, dedicated revenues, federal funds, private contributions or other sources authorized by law dedicated to the McClellan-Kerr Arkansas River Navigation System (MKARNS). s; and

WHEREAS, OneVoice 2020 Federal Priorities include Support Funding for Critical Economic Development Programs by strongly supporting (or oppose efforts to cut) targeted economic development funding for programs that have proven to be effective and beneficial to the Tulsa Region; and

WHEREAS, OneVoice 2020 Federal Priorities include encouraging the long-term extension of the Federal American Indian Lands Tax Credit.; and

WHEREAS, OneVoice 2020 Federal Priorities include supporting measures to reduce or eliminate barriers to greater use of American-produced natural gas, including CNG, LNG, GTL, and NGLs. and

WHEREAS, OneVoice 2020 Federal Priorities include minimize the regulatory burden on small and medium employers under the Affordable Care Act and support efforts to reduce these employers' cost of providing health care. and

WHEREAS, OneVoice 2020 Federal Priorities include encourage the long-term extension of the Federal Investment Tax Credit (ITC) for solar energy, energy storage, and all other technologies historically included in this incentive and

WHEREAS, OneVoice 2020 Federal Priorities include protect funding for the Corporation for National and Community Service, which supports local schools and non-profit organizations with vital resources and manpower through AmeriCorps programs; and

WHEREAS, OneVoice 2020 Federal Priorities include reauthorize and fully fund federal mandates under the Individuals with Disabilities Education Act and pass the appropriation bill for the discretionary funding; and

WHEREAS, OneVoice 2020 Federal Priorities include support efforts to meet current industry needs for middle- skill workers eligible for jobs that require training beyond high school.; and

WHEREAS, OneVoice 2020 Federal Priorities include expand Pell Grant eligibility to short-term, industry-driven training at post-secondary institutions; and

WHEREAS, OneVoice 2020 Federal Priorities include through long-term funding authorization, fully fund existing HRSA Teaching Health Center programs at \$157,000 per resident and allocate additional resources for residency programs at new or existing sites; and

WHEREAS, OneVoice 2020 Federal Priorities include open doors for recovery through repeal of the federal Institutions for Mental Disease (IMD) Exclusion policy for Medicaid payments and the 190-day lifetime limit for inpatient treatment of Medicare recipients; and

WHEREAS, OneVoice 2020 Federal Priorities include continue to support addressing the critical infrastructure needs with Tulsa's aging levee system, the need of which was dramatically evidenced by extended Spring 2019 releases of water from Keystone Dam and the resulting downstream flooding and

WHEREAS, OneVoice 2020 Federal Priorities include increase Congressional appropriations to address the approximate \$250 million in the backlog of critical maintenance on the MKARNS; and

WHEREAS, OneVoice 2020 Federal Priorities include strongly encourage Congress to allocate funding for a new control tower at Tulsa International Airport.; and

WHEREAS, OneVoice 2020 Federal Priorities include support timely reauthorization of the FAST Act which authorizes federal surface transportation programs and is due to expire in 2020; and

NOW BE IT RESOLVED, that the Broken Arrow City Council hereby offer its support for the 2020 OneVoice State and Federal Legislative Priorities.

ADOPTED BY THE BROKEN ARROW CITY COUNCIL THIS 20th day of November 2018.

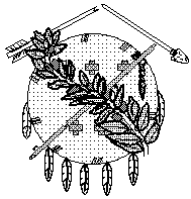
MAYOR

ATTEST:

(seal) City Clerk

APPROVED AS TO FORM:

Assistant City Attorney



City of Broken Arrow

Request for Action

File #: 19-1325, **Version:** 1

Broken Arrow City Council
Meeting of: 11-05-2019

Title:

Consideration, discussion, and possible approval to publish the 2020 notification of regularly scheduled meetings of the Broken Arrow City Council, and its Boards and Trusts

Background:

The Oklahoma Open Meeting Act requires that all public bodies shall give notice in writing by December 15 of each calendar year of the schedule showing the date, time, and place of the regularly scheduled meetings of such public bodies for the following calendar year.

Please note, that last year Councilors discussed the possibility of holding only one meeting in July. The proposed list does not suggest any change and includes two meetings for each month. However, the list may be edited at the City Council's pleasure.

Cost: \$0

Funding Source: N/A

Requested By: Curtis Green, City Clerk

Approved By: City Manager's Office

Attachments: 2020 Calendar Year schedule of regular meetings

Recommendation:

Approval of publishing the 2020 meeting schedule of the Broken Arrow City Council, and its Boards and Trusts.

NOTICE OF 2020 CALENDAR YEAR SCHEDULE OF REGULAR MEETINGS

City of Broken Arrow
Council Chambers
220 SOUTH FIRST STREET
BROKEN ARROW, OKLAHOMA 74012

BROKEN ARROW CITY COUNCIL

DATE	TIME	PLACE
January 7, 2020	6:30 p.m.	Council Chambers
January 21, 2020	6:30 p.m.	Council Chambers
February 4, 2020	6:30 p.m.	Council Chambers
February 18, 2020	6:30 p.m.	Council Chambers
March 3, 2020	6:30 p.m.	Council Chambers
March 17, 2020	6:30 p.m.	Council Chambers
April 7, 2020	6:30 p.m.	Council Chambers
April 21, 2020	6:30 p.m.	Council Chambers
May 5, 2020	6:30 p.m.	Council Chambers
May 19, 2020	6:30 p.m.	Council Chambers
** June 1, 2020 Monday (Tues in Park Event)	6:30 p.m.	Council Chambers
** June 15, 2020 Monday (Tues in Park Event)	6:30 p.m.	Council Chambers
July 7, 2020	6:30 p.m.	Council Chambers
July 21, 2020	6:30 p.m.	Council Chambers
August 4, 2020	6:30 p.m.	Council Chambers
August 18, 2020	6:30 p.m.	Council Chambers
September 1, 2020	6:30 p.m.	Council Chambers
September 15, 2020	6:30 p.m.	Council Chambers
October 6, 2020	6:30 p.m.	Council Chambers
October 20, 2020	6:30 p.m.	Council Chambers
November 3, 2020	6:30 p.m.	Council Chambers
** November 16, 2020 Monday (NLC Conference)	6:30 p.m.	Council Chambers
December 1, 2020	6:30 p.m.	Council Chambers
December 15, 2020	6:30 p.m.	Council Chambers

The City Council meetings are immediately followed by the Broken Arrow Municipal Authority, and Broken Arrow Economic Development Authority.

Posted this ____ day of _____ 2019 at _____ am/pm

Signed: _____
City Clerk

BROKEN ARROW MUNICIPAL AUTHORITY

DATE	* TIME	PLACE
January 7, 2020	*6:30 p.m.	Council Chambers
January 21, 2020	*6:30 p.m.	Council Chambers
February 4, 2020	*6:30 p.m.	Council Chambers
February 18, 2020	*6:30 p.m.	Council Chambers
March 3, 2020	*6:30 p.m.	Council Chambers
March 17, 2020	*6:30 p.m.	Council Chambers
April 7, 2020	*6:30 p.m.	Council Chambers
April 21, 2020	*6:30 p.m.	Council Chambers
May 5, 2020	*6:30 p.m.	Council Chambers
May 19, 2020	*6:30 p.m.	Council Chambers
** June 1, 2020 Monday (Tues in Park Event)	*6:30 p.m.	Council Chambers
** June 15, 2020 Monday (Tues in Park Event)	*6:30 p.m.	Council Chambers
July 7, 2020	*6:30 p.m.	Council Chambers
July 21, 2020	*6:30 p.m.	Council Chambers
August 4, 2020	*6:30 p.m.	Council Chambers
August 18, 2020	*6:30 p.m.	Council Chambers
September 1, 2020	*6:30 p.m.	Council Chambers
September 15, 2020	*6:30 p.m.	Council Chambers
October 6, 2020	*6:30 p.m.	Council Chambers
October 20, 2020	*6:30 p.m.	Council Chambers
November 3, 2020	*6:30 p.m.	Council Chambers
** November 16, 2020 Monday (NLC Conference)	*6:30 p.m.	Council Chambers
December 1, 2020	*6:30 p.m.	Council Chambers
December 15, 2020	*6:30 p.m.	Council Chambers

* **Time:** Follows the City Council meeting which begins at 6:30 p.m.

Posted this ____ day of _____ 2019 at _____ am/pm

Signed: _____
City Clerk

BROKEN ARROW ECONOMIC DEVELOPMENT AUTHORITY

DATE	* TIME	PLACE
January 7, 2020	*6:30 p.m.	Council Chambers
January 21, 2020	*6:30 p.m.	Council Chambers
February 4, 2020	*6:30 p.m.	Council Chambers
February 18, 2020	*6:30 p.m.	Council Chambers
March 3, 2020	*6:30 p.m.	Council Chambers
March 17, 2020	*6:30 p.m.	Council Chambers
April 7, 2020	*6:30 p.m.	Council Chambers
April 21, 2020	*6:30 p.m.	Council Chambers
May 5, 2020	*6:30 p.m.	Council Chambers
May 19, 2020	*6:30 p.m.	Council Chambers
** June 1, 2020 Monday (Tues in Park Event)	*6:30 p.m.	Council Chambers
** June 15, 2020 Monday (Tues in Park Event)	*6:30 p.m.	Council Chambers
July 7, 2020	*6:30 p.m.	Council Chambers
July 21, 2020	*6:30 p.m.	Council Chambers
August 4, 2020	*6:30 p.m.	Council Chambers
August 18, 2020	*6:30 p.m.	Council Chambers
September 1, 2020	*6:30 p.m.	Council Chambers
September 15, 2020	*6:30 p.m.	Council Chambers
October 6, 2020	*6:30 p.m.	Council Chambers
October 20, 2020	*6:30 p.m.	Council Chambers
November 3, 2020	*6:30 p.m.	Council Chambers
** November 16, 2020 Monday (NLC Conference)	*6:30 p.m.	Council Chambers
December 1, 2020	*6:30 p.m.	Council Chambers
December 15, 2020	*6:30 p.m.	Council Chambers

* **Time:** Follows the City Council meeting which begins at 6:30 p.m. and the Broken Arrow Municipal Authority meeting which immediately follows the Council meeting

Posted this ____ day of _____ 2019 at _____ am/pm

Signed: _____
City Clerk

**** Regular Council Meetings are on the 1st and 3rd Tuesday of each month unless indicated otherwise.**

NOTICE OF 2020 CALENDAR YEAR SCHEDULE OF REGULAR MEETINGS

220 SOUTH FIRST STREET
BROKEN ARROW, OKLAHOMA 74012

PLANNING COMMISSION

DATE	TIME	PLACE
January 09, 2020	5:00 p.m.	Council Chambers
January 23, 2020	5:00 p.m.	Council Chambers
February 13, 2020	5:00 p.m.	Council Chambers
February 27, 2020	5:00 p.m.	Council Chambers
March 12, 2020	5:00 p.m.	Council Chambers
March 26, 2020	5:00 p.m.	Council Chambers
April 09, 2020	5:00 p.m.	Council Chambers
April 23, 2020	5:00 p.m.	Council Chambers
May 14, 2020	5:00 p.m.	Council Chambers
May 28, 2020	5:00 p.m.	Council Chambers
June 11, 2020	5:00 p.m.	Council Chambers
June 25, 2020	5:00 p.m.	Council Chambers
July 09, 2020	5:00 p.m.	Council Chambers
July 23, 2020	5:00 p.m.	Council Chambers
August 13, 2020	5:00 p.m.	Council Chambers
August 27, 2020	5:00 p.m.	Council Chambers
September 10, 2020	5:00 p.m.	Council Chambers
September 24, 2020	5:00 p.m.	Council Chambers
October 08, 2020	5:00 p.m.	Council Chambers
October 22, 2020	5:00 p.m.	Council Chambers
November 05, 2020	5:00 p.m.	Council Chambers
November 19, 2020	5:00 p.m.	Council Chambers
December 03, 2020	5:00 p.m.	Council Chambers
December 17, 2020	5:00 p.m.	Council Chambers

Planning Commission meetings are held the 2nd and 3rd Thursday of each month with the exception of November and December, which are held on the 1st and 3rd Thursday.

Posted this ____ day of _____ 2019, at ____ am/pm

Signed: _____
City Clerk

TECHNICAL ADVISORY COMMITTEE

DATE	TIME	PLACE
January 07, 2020	1:30 p.m.	City Hall Main Conference Room
January 21, 2020	1:30 p.m.	City Hall Main Conference Room
February 11, 2020	1:30 p.m.	City Hall Main Conference Room
February 25, 2020	1:30 p.m.	City Hall Main Conference Room
March 10, 2020	1:30 p.m.	City Hall Main Conference Room
March 24, 2020	1:30 p.m.	City Hall Main Conference Room
April 07, 2020	1:30 p.m.	City Hall Main Conference Room
April 21, 2020	1:30 p.m.	City Hall Main Conference Room
May 12, 2020	1:30 p.m.	City Hall Main Conference Room
May 26, 2020	1:30 p.m.	City Hall Main Conference Room
June 09, 2020	1:30 p.m.	City Hall Main Conference Room
June 23, 2020	1:30 p.m.	City Hall Main Conference Room
July 07, 2020	1:30 p.m.	City Hall Main Conference Room
July 21, 2020	1:30 p.m.	City Hall Main Conference Room
August 11, 2020	1:30 p.m.	City Hall Main Conference Room
August 25, 2020	1:30 p.m.	City Hall Main Conference Room
September 08, 2020	1:30 p.m.	City Hall Main Conference Room
September 22, 2020	1:30 p.m.	City Hall Main Conference Room
October 06, 2020	1:30 p.m.	City Hall Main Conference Room
October 20, 2020	1:30 p.m.	City Hall Main Conference Room
November 03, 2020	1:30 p.m.	City Hall Main Conference Room
November 17, 2020	1:30 p.m.	City Hall Main Conference Room
December 01, 2020	1:30 p.m.	City Hall Main Conference Room
December 15, 2020	1:30 p.m.	City Hall Main Conference Room

TAC meetings are held the 2nd and 3rd Tuesday of each month with the exception of November and December, which are held on the 1st and 3rd Tuesday.

Posted this ____ day of _____ 2019, at ____ am/pm

Signed: _____
City Clerk

BOARD OF ADJUSTMENT

DATE	TIME	PLACE
January 13, 2020	5:00 p.m.	City Council Chambers
February 10, 2020	5:00 p.m.	City Council Chambers
March 09, 2020	5:00 p.m.	City Council Chambers
April 13, 2020	5:00 p.m.	City Council Chambers
May 11, 2020	5:00 p.m.	City Council Chambers
June 08, 2020	5:00 p.m.	City Council Chambers
July 13, 2020	5:00 p.m.	City Council Chambers
August 10, 2020	5:00 p.m.	City Council Chambers
September 14, 2020	5:00 p.m.	City Council Chambers
October 12, 2020	5:00 p.m.	City Council Chambers
November 09, 2020	5:00 p.m.	City Council Chambers
December 14, 2020	5:00 p.m.	City Council Chambers

BOA meetings are held the 2nd Monday of each month unless otherwise stated.

Posted this ____ day of _____ 2019 at ____ am/pm

Signed: _____
City Clerk

**2020 CALENDAR YEAR
REGULAR MEETINGS
CONVENTION AND VISITORS' BUREAU
CITY HALL MAIN CONFERENCE ROOM
220 SOUTH FIRST STREET
BROKEN ARROW, OKLAHOMA**

Meetings will take place in the Main Conference Room at City Hall, the second Monday of each month.

<u>DATE</u>	<u>TIME</u>	<u>PLACE</u>
January 13, 2020	1:30 p.m.	Main Conference Room
February 10, 2020	1:30 p.m.	Main Conference Room
March 9, 2020	1:30 p.m.	Main Conference Room
April 13, 2020	1:30 p.m.	Main Conference Room
May 11, 2020	1:30 p.m.	Main Conference Room
June 8, 2020	1:30 p.m.	Main Conference Room
July 13, 2020	1:30 p.m.	Main Conference Room
August 10, 2020	1:30 p.m.	Main Conference Room
September 14, 2020	1:30 p.m.	Main Conference Room
October 12, 2020	1:30 p.m.	Main Conference Room
November 9, 2020	1:30 p.m.	Main Conference Room
December 14, 2020	1:30 p.m.	Main Conference Room

To be completed by the person filing notice:

Name: Lori Hill
Title: Tourism Director
Address: 220 South First Street
Broken Arrow, OK 74012
Phone: (918) 259-6512

Posted in the Office of the Municipal Clerk at ____ a.m. p.m. on the ____ day of _____, 2019.

Signed: _____
City Clerk

2020 CALENDAR YEAR
NUISANCE ABATEMENT PUBLIC HEARINGS
SCHEDULE OF REGULAR MEETINGS NOTICE

LOCATION:

**220 SOUTH FIRST STREET
BROKEN ARROW, OKLAHOMA 74012**

<u>DATE - 1st Thursday of each month</u>	<u>TIME</u>	<u>PLACE</u>
January 2, 2020	12:00 p.m. Noon	Council Chambers
February 6, 2020	12:00 p.m. Noon	Council Chambers
March 5, 2020	12:00 p.m. Noon	Council Chambers
April 2, 2020	12:00 p.m. Noon	Council Chambers
May 7, 2020	12:00 p.m. Noon	Council Chambers
June 4, 2020	12:00 p.m. Noon	Council Chambers
July 2, 2020	12:00 p.m. Noon	Council Chambers
August 6, 2020	12:00 p.m. Noon	Council Chambers
September 3, 2020	12:00 p.m. Noon	Council Chambers
October 1, 2020	12:00 p.m. Noon	Council Chambers
November 5, 2020	12:00 p.m. Noon	Council Chambers
December 3, 2020	12:00 p.m. Noon	Council Chambers

Completed by:

Name: Joe Williford, Chief Building Inspector
Address: 220 S 1st Street
Broken Arrow, OK 74012
Phone: 918-259-2400 Ext. 7337

Posted this _____ day of _____ 2019 at _____ am/pm

Signed: _____
City Clerk



City of Broken Arrow

Request for Action

File #: 19-1361, **Version:** 1

Broken Arrow City Council
Meeting of: 11-05-2019

Title:

Consideration, discussion, and possible award of the most advantageous bid to Prestige Roofing to re-roof the Broken Arrow Senior Activity Center for the Parks and Recreation Department

Background:

The Parks Department has budgeted to re-roof the Broken Arrow Senior Activity Center roof. The current is 20 years and leaks in several places.

Bid requests were advertised and sixteen bids were received. Portions of the Senior Center roof are Thermoplastic Polyolefin Membrane (TPO). The low bidder does not have a commercial roofing endorsement with the State of Oklahoma, a requirement to install TPO type roofing on commercial, industrial or public building roofing systems. As such the low bidder is not qualified to perform this job.

The next low bidder, Prestige Roofing, a Broken Arrow Company met all specifications and requirements and is recommended to perform this work. Pricing and comments are reflected in the attached bid tabulation.

Staff recommends that the Council award the lowest responsible bid to Prestige Roofing to re-roof the Broken Arrow Senior Center Activity Center.

Cost: \$45,742.25

Funding Source: Sales Tax Capital Improvement Fund

Requested By: Lee Zirk, General Services Director

Approved By: City Manager's Office

Attachments: Bid number 20.113 Bid Tabulation

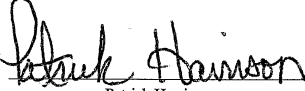
Recommendation:

Award the most advantageous bid to Prestige Roofing to re-roof the Broken Arrow Senior Center Activity Center.

RFP 20.113
 Bid opening 10/16/2019
 Re-Roofing Broken Arrow Senior Activity Center

Specifications	J & J Roofing	Prestige Roofing	Action Roofing	CPR Roofing	Ferguson Roofing	Stronghand LLC	Turner Roofing	Epic Construction	Wisdom Roofing	Best Home Roofing	McCoy Roof	Allwine Roofing	Lewis Roofing	Sooner Recon LLC	A-Best Roofing	Complete Renovation
Re-Roof six roof sections of the Senior Center.replacing asphalt shingles on four roof sections and replacing TPO membrane on the other two sections.																
Warranty shingles	30yr	30yr	Limited Lifetime	30yr	30yr			Limited Lifetime	Limited Lifetime	30yr	30yr	30yr	30yr	30yr	30yr	30yr
Workmanship Warranty	5yr	30yr	2yr	Limited Lifetime		5yr	5yr		5yr		5yr		2yr	5yr	7yr	10yr
Warranty TPO membrane	20yr	20yr	20yr	20yr	20yr				20yr	20yr	30yr	20yr	20yr	20yr	20yr	20yr
Workmanship Warranty	3yr	20yr	2yr	Limited Lifetime		5yr	5yr		5yr		5yr		2yr	5yr	7yr	10yr
Total	\$41,610.00	\$45,742.25	\$49,250.00	\$54,875.00	\$57,697.50	\$62,100.00	\$64,490.00	\$65,450.00	\$62,500.00	\$67,330.00	\$69,500.00	\$73,788.00	\$73,964.00	\$74,500.00	\$95,771.28	\$107,350.00
Notes	Not registered to do commerical TPO roofing	Broken Arrow company	Not registered to do commerical TPO roofing Broken Arrow company		Did not provide workmanship warranty,	Did not provide samples, or warranty information on product	Did not provide samples, or warranty information on product. No insurance	Did not provide samples, No warranty information TPO product		Did not provide workmanship warranty, No shingle sample, Intrest and Proposal Affidavit's not filled out 100%		Did not provide samples, workmanship warranty		Did not provide shingle sample	Did not provide samples, Intrest and Proposal Affidavit's ,No insurance	Did not provide shingle sample

Parks project 206018 Bids sent out to 10 Vendors
 This bid tabulation is true and accurate to the best of my knowledge
 Friday, October 25, 2019


 Patrick Harrison
 Purchasing Manager



City of Broken Arrow

Request for Action

File #: 19-1333, **Version:** 1

Broken Arrow City Council
Meeting of: 11/05/2019

Title:

Consideration, discussion and possible approval of and authorization to execute Resolution 1279, a Resolution adopting Continuing Disclosure Policies and Procedures for the City and its Public Trust and Authorities with respect to the obligations covered under Securities and Exchange Commission rules 15c2-12 (the Rule)

Background:

With the next Bond Issues, pursuant to the Securities and Exchange Commission Rule 15c2-12 (“the Rule”), the City and its Public Trust and Authorities are required under most circumstances to provide financial and operating information on an annual basis and is required to have Continuing Disclosure Policies and Procedures. The City had not updated the required Disclosure Policies and Procedures since 2014. With this issue, Series 2019A, we are using Kutakrock LLP as the disclosure council. Justin Reppe of Kutakrock LLP updated our Continuing Disclosure Policies and Procedures to represent the current status and requirements from the SEC. There was no additional costs involved with this as it was included it in their Disclosure Council fee for Series 2019A

Cost: \$0

Funding Source: N/A

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager’s Office

Attachments: Resolution 1279, Continuing Disclosure Policy and Procedures

Recommendation:

Approve Resolution 1279 and authorize its execution.

CONTINUING DISCLOSURE POLICIES AND PROCEDURES
FOR THE CITY OF BROKEN ARROW, OKLAHOMA

Background

The issuance and sale of certain municipal bonds, notes, certificates of participation or other obligations (collectively, “**Obligations**”) are subject to certain federal and state securities laws, including Rule 15c2-12 (the “**Rule**”) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). The Rule requires that an underwriter, prior to purchasing or selling an issue of Obligations in a principal amount of \$1,000,000 or more, obtain a written agreement from the issuer of such Obligations to provide certain financial information or operating data on an annual basis and notices of the occurrence of certain enumerated events with the Municipal Securities Rulemaking Board (“**MSRB**”) using the MSRB’s Electronic Municipal Market Access system (“**EMMA**”). The City of Broken Arrow, Oklahoma (the “**City**”), has issued or may issue Obligations which are covered by the Rule and must comply with any required filings in a timely manner. These Policies and Procedures are intended to assure that all filings required under the Rule are made timely and completely and meet all requirements of the Rule. The City has covenanted or will covenant to comply with the Rule through the execution and delivery of continuing disclosure agreements or certificates (each, a “**Continuing Disclosure Undertaking**”) applicable to each issue of Obligations.

The Rule requires that an underwriter, prior to purchasing or selling an issue of obligations in connection with a covered offering, determine that the issuer, and any other “**Obligated Person**” (as defined in the Rule) for whom financial or operating data is presented in the official statement, has undertaken in writing to provide the following information to the MSRB using EMMA and to the appropriate state information depository (“**SID**”), if any:

- By a specified date, annual financial and operating information for each Obligated Person for whom financial information or operating data is presented in the official statement (an “**Annual Information Filing**”);
- By a specified date, if available, audited annual financial statements for each Obligated Person (“**Audited Financial Statements**”) and, if not available by the date required, unaudited financial statements with Audited Financial Statements within 10 business days of their availability;
- In a timely manner within 10 business days of occurrence, notice of the occurrence of one or more of the listed events described in the Rule (a “**Rule 15c2-12 Event Notice**”); and
- In a timely manner, not in excess of 10 business days after the occurrence, notice of a failure of any Obligated Person required to make the Annual Information Filing and/or file the Audited Financial Statements on or before the date(s) specified in the Continuing Disclosure Undertaking (“**Notice of Failure**”).

Note: There is no SID currently in the State of Oklahoma. If the State of Oklahoma should establish a SID, the City also will be required to file all required information with the SID.

Responsible Party; Maintenance of List and Files

The Responsible Party for the City shall be the Finance Director of the City and any alternate or assistant as the City Manager or the Finance Director shall appoint (the "Responsible Party"). The Responsible Party is directed to employ the policies and procedures described herein.

The Responsible Party shall maintain a current list for each fiscal year identifying each issue of Obligations of the City outstanding during such fiscal year setting forth the name, original principal amount, date of issuance and CUSIP numbers for each such issue and the dates by which the Annual Information Filings and the Audited Financial Statements are required to be submitted to the MSRB using EMMA, such list to be accompanied by copies of the related Continuing Disclosure Undertakings.

Dissemination Agents

The City may utilize the services of a financial institution or other provider to act as dissemination agent (each, a "**Dissemination Agent**") in filing the disclosures and notices described herein and performing the duties of the Dissemination Agent in accordance with the terms of the applicable Continuing Disclosure Undertaking. The Dissemination Agent shall review and be familiar with the contents and filing requirements of the particular Continuing Disclosure Undertaking and with the procedures for making the filings required under such Continuing Disclosure Undertaking with the MSRB using the EMMA system. The Responsible Party shall coordinate the preparation and submission of the required information with such Dissemination Agent to ensure full compliance with the requirements of the Rule and the applicable Continuing Disclosure Undertakings.

Annual Information Filing Requirements

The Responsible Party shall be knowledgeable and familiar with the provisions of each Continuing Disclosure Undertaking as to the type, format and content of the financial and operating information to be included in each Annual Information Filing to be made thereunder and the timing requirements for the filing thereof. Generally, such Continuing Disclosure Undertakings provide or are expected to provide submission dates specified in the Continuing Disclosure Agreement. The City and the Responsible Party recognize and acknowledge that the terms, requirements and filing deadlines may vary by Continuing Disclosure Undertaking.

Annual Report Filings

The Responsible Party will review the Continuing Disclosure Undertaking related to each outstanding issue of Obligations to determine the financial information required to be included in the Annual Report (i.e., the City's audited financial statements and certain other financial information or operating data with respect to the City, if applicable (the "**Annual Report**")) required to be filed annually with the MSRB using the EMMA system, and the deadline by which such information must be filed. Unless required otherwise by an Continuing Disclosure Undertaking and as permitted by EMMA filing procedures, the Responsible Party may file identical Annual Reports with respect to each issue of the City's Obligations. The Responsible Party shall be knowledgeable and familiar with the specific requirements for the filing of a Notice of Failure to File the Annual Report by the date(s) required under the terms of each Continuing Disclosure Undertaking, if applicable.

The Responsible Party shall timely initiate the process of preparing the financial information or operating data required to be submitted under each Continuing Disclosure Undertaking as part of the Annual Report. The Responsible Party shall assemble the information as soon as it becomes available and

determine the scope of additional information to be required and also contact the auditors to establish a schedule for completion and submission for the Audited Financial Statements.

The Responsible Party will timely file the Annual Report, or will cause the Dissemination Agent to file the Annual Report, with the MSRB using the EMMA system. If the Audited Financial Statements are not then available, unaudited financial information may be filed with the MSRB using EMMA and the Audited Financial Statements shall be filed within 10 business days of their receipt and acceptance.

Listed Event Filings

The Responsible Party will review the Continuing Disclosure Undertaking related to each outstanding issue of Obligations for the listed events which, upon the occurrence thereof, require prompt notices to be filed with the MSRB using the EMMA system. The Responsible Party will monitor the Obligations and the City's operations for occurrences of any such events and will actively evaluate whether an event may be a listed event as set forth in the City's outstanding Continuing Disclosure Undertakings. After obtaining actual knowledge of such an event, the Responsible Party will promptly contact the City's bond counsel and the Dissemination Agent, if any, to determine whether the City must file notice of the event with the MSRB under one or more of its Continuing Disclosure Undertakings. Upon a determination that the City must file such notice, the Responsible Party will file the appropriate notice, or will cause the Dissemination Agent to file such notice, with the MSRB using the EMMA system within ten (10) business days after the occurrence of the listed event or as the City's bond counsel may otherwise direct.

Notices of Failures to File

The Responsible Party shall be knowledgeable and familiar with the specific requirements for the filing of a Notice of Failure to make Annual Information Filings and/or to file Audited Financial Statements by the date(s) required under the terms of each Continuing Disclosure Undertaking.

Preparation

Approximately 60 days before the submission date for required filings established under each Continuing Disclosure Undertaking, the Responsible Party shall initiate the process of preparing the financial and operating information required to be submitted thereunder. The Responsible Party shall assemble the information available at that time and determine the scope of additional information to be required and also contact the auditors to establish a schedule for completion and submission for the Audited Financial Statements.

Not less than 30 days before the submission date, the Responsible Party shall prepare a draft submission of required financial and operating information, highlighting any information still unavailable.

On or before the submission date established under each Continuing Disclosure Undertaking, the Responsible Party shall make the Annual Information Filing together with the Audited Financial Statements. If the Audited Financial Statements are not then available, unaudited financial information shall be filed with the MSRB using EMMA and the Audited Financial Statements shall be filed within 10 business days of their receipt and acceptance.

The Responsible Party shall set calendar reminders in the City Finance Department's recordkeeping systems.

Familiarity with EMMA Submission Process

The Responsible Party shall register with EMMA and review the on-line process of filing with EMMA located at emma.msrb.org in order to submit the required information. MSRB Support can also be contacted at 202-838-1330 or MSRBsupport@msrb.org. A tutorial is available at the website and a practice submission is available as well.

The Responsible Party also shall enroll the City in EMMA's reminder system to ensure timely performance of their responsibilities and obligations.

Training Efforts

To ensure adequate resources to comply with the Rule, the Responsible Party shall develop a training process aimed at providing additional assistance in preparing required information. The training process shall be conducted at least annually and shall encompass a review of the EMMA submission process and an understanding of the timing requirements necessary for full compliance. The retention by the City of a Dissemination Agent to assist it with compliance under its Continuing Disclosure Undertakings and the Rule may be deemed part of such training process.

Coordination Effort

The Responsible Party shall coordinate the preparation and submission of the required information with the Financial Advisor and corporate trustees and paying agents to ensure full compliance with the requirements of the Rule and the Continuing Disclosure Undertakings.

Records Retention

The Responsible Party shall maintain records with respect to the filings with the MSRB using EMMA, including, but not limited to, EMMA posting receipts showing the dates and nature or contents of all filings for each issue of Obligations of the City outstanding during each fiscal year. Such records shall be kept for at least 5 years after the respective issue of Obligations is no longer outstanding.

Finance Director
City of Broken Arrow

Date

**EVENTS WITH RESPECT TO THE BONDS FOR WHICH
LISTED EVENT NOTICES ARE REQUIRED**

1. Principal and interest payment delinquencies.
2. Nonpayment-related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
7. Modifications to rights of security holders, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution or sale of property securing repayment of the securities, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the City.
13. The consummation of a merger, consolidation or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional paying agent or the change of name of the paying agent, if material.
15. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material.¹
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.¹

¹ The Issuer intends to comply with Listed Events numbered 15 and 16 above, and the definition of “Financial Obligation”, with reference to the Rule, any other applicable federal securities laws and the guidance provided by the Securities and Exchange Commission in Release No. 34-83885, dated August 20, 2018 (the “**2018 Release**”), and any further amendments or written guidance provided by the Securities and Exchange Commission or its staff with respect to the amendments to the Rule effected by the 2018 Release.

THE COUNCIL OF THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, MET IN REGULAR SESSION ON THE CITY COUNCIL CHAMBERS AT THE CITY HALL 220 SOUTH FIRST STREET , IN SAID CITY ON THE 5TH DAY O F NOVEMBER 2019, AT 6:30 P.M.

COUNCILMEMBERS PRESENTS:

ABSENT:

Notice of the schedule of regular meetings of the governing body of the municipality for the calendar year 2019 having been given in writing to the Clerk of the municipality on or before December 15, 2018, and the public notice of this meetings having been posted in prominent view at the entry to Council Chambers twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and state designated holidays, all in compliance with the Oklahoma Open Meeting Act.

(OTHER PROCEEDINGS)

The Mayor introduced the resolution set forth herein below, a copy of which was provided to each Councilmember prior to this meeting, which resolution was read by title only. Upon completion of discussion thereof, Councilmember _____ moved the adoption of said resolution, which motion was seconded by Councilmember _____. Thereupon the roll was called on the question, resulting in the adoption of said resolution by the following vote:

AYE:

NAY:

Said Resolution was thereupon signed by the Mayor, attested by the Clerk, sealed with the seal of said municipality, and is as follows:

RESOLUTION NO: 1279

A RESOLUTION ADOPTING CONTINUING DISCLOSURE POLICIES AND PROCEDURES FOR THE CITY AND ITS PUBLIC TRUST AND AUTHORITIES WITH RESPECT TO THE OBLIGATIONS COVERED UNDER SEC RULES 15c2-12 (THE RULE)

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION 1. That pursuant to SEC Rule 15c2-12 the ("Rule"), the City of Broken Arrow and its Public Trusts and Authorities, (the" Broken Arrow Issuers") are required under most circumstances to provide financial and operating information on an annual basis with the Municipal Securities Rulemaking Board ("MSRB") using the Electronic Municipal Market Access system (EMMA). The City and the Public Trusts for which it is the beneficiary issuing obligations for the purpose of financing facilities owned by or providing services for the City and The Broken Arrow Municipal Authority ("The Public Trusts"), have issued or may issue obligations which are covered by the Rule (the "Obligations") and must comply with any required filings in a timely manner. The term "Public Trusts", as used in these Policies and Procedures does not include public trusts that issue obligations for the purpose of financing facilities owned by or providing services for the benefit of entities such as hospitals and other private operations that are or will be obligated to provide their own continuing disclosure. These Policies and Procedures are intended to assure that all filings required under the Rule are made timely and completely and meet all requirements of the Rule. The "Broken Arrow Issuers" have covenanted or will covenant to comply with the Rule through the execution and delivery of continuing disclosure agreements or certificates applicable to each issue of Obligations and the Policies and Procedures are meant to assist the City to ensure full compliance with the Rules and Continuing Disclosure Agreements.

PASSED AND APPROVED the 5th day of November 2019

CITY OF BROKEN ARROW, OKLAHOMA

Mayor

(Seal)

ATTEST:

City Clerk

APPROVED AS TO FORM:
Jewell Dennis

Deputy City Attorney

STATE OF OKLAHOMA)

) SS

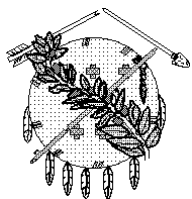
COUNTY OF TULSA)

I, undersigned, the duly qualified and acting Clerk of the City of Broken Arrow, in said County and State, hereby certify that the attached Resolution is a true and complete copy of the Resolution duly adopted by the Broken Arrow City Council and approved by the Mayor on this date herein set out and recorded in my office, and of the proceedings had by said City Council in the adoption thereof, all as shown by the records of my office. I further certify that attached hereto is a true and complete copy of public notice prominently posted at the place of said meeting at least twenty-four (24) hours prior to said meeting wherein said Resolution said was adopted.

WITNESS my hand and the seal of said City this 5th day of November, 2019

(SEAL)

City Clerk



City of Broken Arrow

Request for Action

File #: 19-1352, Version: 1

**Broken Arrow City Council
Meeting of: 11/05/2019**

Title:

Consideration, discussion and possible approval of and authorization to execute Resolution 1281, a Resolution of the City of Broken Arrow, Oklahoma (the “City”) approving the incurrence of indebtedness by the Broken Arrow Municipal Authority (the “Authority”) issuing its Utility System and Sales Tax 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; ratifying and confirming a Lease Agreement by and between the City and the Authority pertaining to the City’s water, sanitary sewer, and solid waste disposal systems; ratifying and confirming a Security Agreement by and between the City and the Authority pertaining to pledge of certain sales tax revenues, and approving and authorizing execution of a Sales Tax Agreement; and containing other provisions relating thereto

Background:

The City must approve any debt incurred by the Broken Arrow Municipal Authority (BAMA) Resolution No. 1281 approves the action taken by BAMA under Resolution No. 1280 authorizing the refinancing the 2009 Drinking Water SRF and the 2011 Clean Water SRF with the interest rate not to exceed 2.6% and the aggregate principal amount of \$5,800,000.

Cost: \$0

Funding Source: Proceeds from the refunding of the OWRB loans

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager’s Office

Attachments: Resolution #1281

Recommendation:

Approve and authorize execution of Resolution No.1281

RESOLUTION NO. #1281

A RESOLUTION OF THE CITY OF BROKEN ARROW, OKLAHOMA (THE "CITY") APPROVING THE INCURRENCE OF INDEBTEDNESS BY THE BROKEN ARROW MUNICIPAL AUTHORITY (THE "AUTHORITY") ISSUING ITS UTILITY SYSTEM AND SALES TAX 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; RATIFYING AND CONFIRMING A LEASE AGREEMENT BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO THE CITY'S WATER, SANITARY SEWER, AND SOLID WASTE DISPOSAL SYSTEMS; RATIFYING AND CONFIRMING A SECURITY AGREEMENT BY AND BETWEEN THE CITY AND THE AUTHORITY PERTAINING TO PLEDGE OF CERTAIN SALES TAX REVENUES, AND APPROVING AND AUTHORIZING EXECUTION OF A SALES TAX AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING THERETO.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

SECTION 1. INDEBTEDNESS AUTHORIZED. The Broken Arrow Municipal Authority (the "Authority") is hereby authorized to incur an indebtedness by the issuance of its Utility System and Sales Tax Revenue Note, Taxable Series 2019 in the original principal amount of not to exceed \$5,800,000.00, according to the terms and conditions of a General Bond Indenture, as supplemented and amended by a Series 2019 Supplemental Note Indenture (collectively, the "Indenture"), all by and between the Authority and BOKF, NA, as Trustee, provided that said Note shall never constitute a debt of the City of Broken Arrow, Oklahoma (the "City").

SECTION 2. ORGANIZATIONAL DOCUMENT SUBJECT TO INDENTURE. The organizational document creating the Authority is hereby made subject to the terms of the Indenture authorizing the issuance and securing the payment of the Note as more fully described in Section 1 hereof.

SECTION 3. WAIVING COMPETITIVE BIDDING; APPROVAL OF SALE PROCEEDINGS. The waiving of competitive bidding for the sale of the Note and the sale of said Note by the Authority to a financial institution, is hereby approved. The purchaser of the Note shall be designated in the Certificate of Determination of the Authority to be executed prior to closing the Note.

SECTION 4. LEASE AGREEMENT. The Lease Agreement and Operation and Maintenance Contract dated as of August 1, 1979 (the "Lease Agreement"), whereby the City leases its presently existing and hereafter acquired water, sanitary sewer, and solid waste disposal systems

to the Authority and the Authority agrees to operate the same, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the Note is paid.

SECTION 5. SALES TAX AGREEMENT. The Security Agreement dated as of June 1, 1992, by and between the City and the Authority pertaining to the City's agreement to annually appropriate and pay all sales tax proceeds derived from City Ordinance 714 over the Authority to be used exclusively for the purposes set out in said Ordinance, is hereby ratified and confirmed; provided however, the Mayor or Vice Mayor and City Clerk or Deputy City Clerk of the City are authorized and directed to execute and deliver a Sales Tax Agreement by and between the City and the Authority to replace and supersede said Security Agreement, as directed by Bond Counsel.

SECTION 6. AUTHORIZING EXECUTION. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk of the City representing the City at the closing of the above-referenced note issue are hereby authorized to approve and make any changes to the documents approved by this Resolution, for and on behalf of the City, the execution and delivery of such documents being conclusive as to the approval of any changes contained therein by the City; and to execute and deliver on behalf of the City any and all certifications and documentation necessary or attendant to the delivery of the Note, as directed by Bond Counsel.

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PASSED AND APPROVED THIS 5TH DAY OF NOVEMBER, 2019.

CITY OF BROKEN ARROW, OKLAHOMA

(SEAL)

By: _____
Mayor

By: _____
City Clerk

CERTIFICATE
OF
CITY COUNCIL ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of Broken Arrow, Oklahoma.

I further certify that the City Council of the City of Broken Arrow, Oklahoma, held a Regular Meeting at 6:30 o'clock p.m., on November 5, 2019, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said City Council at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Councilmembers present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved; and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

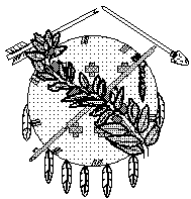
NAY:

WITNESS MY HAND THIS 5TH DAY OF NOVEMBER, 2019.

CITY OF BROKEN ARROW, OKLAHOMA

(SEAL)

City Clerk



City of Broken Arrow

Request for Action

File #: 19-1378, Version: 1

**Broken Arrow City Council
Meeting of: 11/05/2019**

Title:

Receipt and consideration of bids for and possible action awarding the sale of \$23,250,000 in principal amount of Series 2019A General Obligation Bonds and authorization to execute the pertinent documents related thereto

Background:

The Council authorized the solicitation of bids to sell \$23,250,000 in General Obligation Bonds from the 2018 authorization at the regular October 1, 2019 Council meeting. Notice of sale for this Series was published and sent to prospective purchasers.

Bids were received at 1:00 p.m. Central Time, November 5, 2019 for the possible sale of \$23,250,000 in General Obligation Bonds. A representative of Municipal Finance Services, the City's Financial Advisor, will be present to review the bids received and to answer any questions you may have. If the sale is approved, the Council will consider Ordinance Number 3604 elsewhere on the agenda. The proceeds from the proposed sale will be utilized for the projects approved at the October 1, 2019 City Council meeting. Bid results will be presented at the Council meeting.

Cost: Estimated \$100,000 in issuance costs

Funding Source: Proceeds of the 2019A GO Bond Sale

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Moody Rating Report, 2019A GO Bond Sale Project Listing

Recommendation:

Approve the bids received and award the most advantageous for the sale of \$23,250,000 in General Obligation Bonds Series 2019A, and authorize execution of all pertinent documents related thereto

**2018 GO BOND PROGRAM – SERIES 2019A
LIST OF PROPOSED PROJECTS AND COSTS
OCTOBER 1, 2019**

Proposition 1

Widen Houston Street from 9 th Street to Old Highway 51	\$890,000
Widen Houston Street from Garnett Road to Olive Avenue	\$470,000
Widen Houston Street from Olive Avenue to Aspen Avenue	\$350,000
Construct improvements to the intersection at Washington Street And Aspen Avenue	\$2,200,000
Widen Aspen Avenue from Tucson Street to West Shreveport Street	\$600,000
Widen 9 th Street from Houston Street to Washington Street	\$420,000
Widen 23 rd Street from Omaha Street to Albany Street	\$600,000
Construct bridge replacement on 23 rd Street between Omaha Street And Albany Street	\$490,000
Rehabilitate and/or resurface various residential streets located throughout the city	\$2,305,000
Widen Albany Street from 23 rd Street to 37 th Street	\$3,760,000
BA Expressway Entryway Improvements	\$500,000
Sidewalk improvements – various locations	\$500,000
Proposition 1 Subtotal	\$13,085,000

Proposition 2

Acquisition, construction, equipping and furnishing of a new Fire Station located at Washington Street and 1 st Place for replacement of Fire Station No. 7	\$4,500,000
Acquisition and equipping of fire trucks and/or ambulances	\$1,000,000
Expansion, renovation, equipping and furnishing of Broken Arrow Police Department jail	\$260,000
Proposition 2 Subtotal	\$5,760,000

Proposition 3

Construction of additional restrooms and improvements at Jackson Park	\$300,000
Improvements to Nienhuis Park	\$300,000
Improvements to Indian Springs Sports Complex	\$225,000
Construct, furnish and equip a new park to be located in the southwest part of Broken Arrow	\$260,000
Improvements to Arrowhead Park	\$500,000
Battle Creek Golf Course – Irrigation	\$1,000,000
Proposition 3 Subtotal	\$2,585,000

Proposition 4

Software upgrade for city facilities

\$1,400,000

Proposition 4 Subtotal**\$1,400,000****Proposition 5**Drainage improvements in the vicinity of Stone Ridge Towne
Center located at Albany Street and State Highway 51

\$150,000

Drainage and channelization improvements in the vicinity of
Indian Springs, near Jasper Street and Aspen Avenue

\$270,000

Proposition 5 Subtotal**\$420,000****TOTAL 2018 GO BOND SALE****\$23,250,000**

CREDIT OPINION

31 October 2019



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City of Broken Arrow, OK

Update to credit analysis

Summary

The [City of Broken Arrow, OK's](#) (Aa3), credit profile is anchored by a large and growing tax base and an improved reserve and cash position. The recent improvement is a key consideration because of the city's high exposure to economically sensitive sales tax revenue, the largest revenue source. Positively, the city's financial position will remain stable within the next two to three years supported by economic expansion that continues to grow revenue and expenditure controls that will keep operating costs manageable. Resident wealth and incomes are favorable and the city's debt profile is manageable. However, the city's unfunded pension liabilities are rising because of inadequate funding of cost sharing state plans and could be a source of credit pressure in the future.

Credit strengths

- » Large tax base benefiting from proximity to Tulsa
- » Favorable resident wealth and incomes
- » Improved liquidity

Credit challenges

- » Reliance on economically sensitive revenue
- » Reserve levels still remain weaker than similarly rated peers
- » Slightly elevated but manageable debt profile with exposure to variable rate debt
- » Rising unfunded pension liability because of inadequate funding of state plans

Rating outlook

Moody's does not usually assign outlooks to local government credits with this amount of debt outstanding.

Factors that could lead to an upgrade

- » Strengthened financial position
- » Sizeable tax base growth

Factors that could lead to a downgrade

- » Reduced liquidity

- » Weakened financial performance
- » Softening economic performance leading to tax base loss

Key indicators

Exhibit 1

Broken Arrow (City of) OK	2014	2015	2016	2017	2018
Economy/Tax Base					
Total Full Value (\$000)	\$6,875,106	\$7,061,421	\$7,329,988	\$7,663,014	\$8,067,850
Population	101,917	103,437	104,869	106,264	109,171
Full Value Per Capita	\$67,458	\$68,268	\$69,897	\$72,113	\$73,901
Median Family Income (% of US Median)	116.5%	115.0%	114.4%	112.7%	112.7%
Finances					
Operating Revenue (\$000)	\$62,481	\$69,320	\$73,709	\$70,726	\$73,712
Fund Balance (\$000)	\$16,609	\$18,115	\$15,206	\$19,467	\$22,642
Cash Balance (\$000)	\$10,768	\$12,848	\$7,490	\$9,066	\$16,883
Fund Balance as a % of Revenues	26.6%	26.1%	20.6%	27.5%	30.7%
Cash Balance as a % of Revenues	17.2%	18.5%	10.2%	12.8%	22.9%
Debt/Pensions					
Net Direct Debt (\$000)	\$108,788	\$113,668	\$117,198	\$125,228	\$133,713
3-Year Average of Moody's ANPL (\$000)	\$71,443	\$78,815	\$90,892	\$118,396	\$136,421
Net Direct Debt / Full Value (%)	1.6%	1.6%	1.6%	1.6%	1.7%
Net Direct Debt / Operating Revenues (x)	1.7x	1.6x	1.6x	1.8x	1.8x
Moody's - adjusted Net Pension Liability (3-yr average) to Full Value (%)	1.0%	1.1%	1.2%	1.5%	1.7%
Moody's - adjusted Net Pension Liability (3-yr average) to Revenues (x)	1.1x	1.1x	1.2x	1.7x	1.9x

Fund and cash balance information includes the general and debt service funds

Source: City of Broken Arrow, OK Audited Financial Statements, Government data sources

Profile

The City of Broken Arrow is a bedroom community adjacent to the [City of Tulsa](#) (Aa1 stable), located 14 miles southeast of downtown, with an estimated population of 109,000.

Detailed credit considerations

Economy and tax base: growing tax base with favorable resident incomes

The city's tax base will likely continue to grow at a moderate rate over the medium term because of ongoing development and its proximity to the City of Tulsa. Located in southeastern Tulsa County, with a portion in Wagoner County, the City of Broken Arrow is a bedroom community to Tulsa. Fueled by strong population growth and housing demand, taxable values within the city continue to grow. In fiscal 2020, assessed values grew by 3.9% to reach \$965.4 million based on full value of \$8.9 billion. On average, net assessed values (AV) grew 4.7% annually over the past five years through fiscal 2020. The city's tax base is diverse, with the Top 10 taxpayers accounting for only 6.8% of fiscal 2019 AV.

Currently, the city is experiencing sustained residential development with several active subdivisions. A mixed use \$19 million development is underway in downtown with an expected completion date in early 2020 while the business park with over 90 acres is slated for ground breaking next week. City officials report high interest for the park. The city is also slated to experience a ground breaking of a specialty hospital that will bring over 150 jobs to the area. These projects continue to support the city's assessed value growth projection of between 3% to 4% over the next few years.

This publication does not announce a credit rating action. For any credit ratings referenced in this publication, please see the ratings tab on the issuer/entity page on www.moody's.com for the most updated credit rating action information and rating history.

The city's stable tax base is further supported by favorable resident incomes with a median family income equal to 112.7% of the national median, per the 2017 American Community Survey. This compares favorably to the 2017 median home value which equaled 83.2% of the nation, highlighting relatively affordability in the area. Because of access to employment opportunities in nearby Tulsa, the city's August 2019 unemployment rate of 3% was lower than both the state's and the nation's. The current estimated population is 109,171.

Financial operations and reserves: improved liquidity

The recent improvement in the city's financial performance will likely continue over the next two to three years supported by increasing revenue, and limited general fund needs, allowing the operating fund performance to remain in line with peers.

General fund operations continue to be marked by steady performance with surpluses in the past four years. In fiscal 2018 (June 30 year end), the general fund reported an almost \$2 million surplus allowing the available fund balance to reach \$13 million, an adequate 17.7% of general fund revenue. Including the debt service fund, the available operating fund balance totaled \$22.6 million, 30.7% of operating revenue, also at fiscal year end.

Unaudited results for fiscal 2019 reflect an almost \$2 million general fund surplus largely because of higher than anticipated revenue performance from sales and use taxes. However, city officials expect to transfer \$1.8 million, the restricted portion of the fund balance in 2018, to the economic development fund because since those monies can only be used for that purpose. At the end of the year, the general fund will be relatively flat compared to fiscal 2018 results.

The adopted fiscal 2020 budget was balanced. Year to date, city officials report strong revenue performance particularly from use taxes, benefiting from recent legislation that allows for online third party retailer taxation. Expenditures are currently under budgeted expectations but city officials expect total appropriations will be in line with the budget by the end of the year allowing for modest surplus operations. The city's financial plan for fiscal 2021 reflects stable operations with a modest surplus projected for the year.

LIQUIDITY

The general fund's liquidity improved significantly to \$7.3 million in fiscal 2018 (10% of general fund revenue), from \$610,000 (fewer than 1% of general fund revenue) in the prior year following a restatement and some cash repaid to the general fund from the city's utility system, Broken Arrow Municipal Authority (BAMA). This improvement is positive considering that liquidity had been at less than 3% of general fund revenue in the past five years because of multiple years of general fund loans provided to BAMA to fund capital needs which are ultimately reimbursed by the state (Oklahoma Water Resource Board, OWRB).

The city had historically received BAMA related reimbursements from the OWRB on a delayed schedule. However, in fiscal 2018, the city was able to catch up with reimbursement requests and expects no further timing delays. Therefore, the general fund is not likely to loan funds to BAMA for capital needs. In addition, city officials report that almost all BAMA reimbursements have been received and has also raised BAMA rates to increase the fund's liquidity. In line with its rate study, the BAMA has experienced rate increases in the past four years including a recent increase in October 2019; 5.5% for water, 7% for sewer and 9% for stormwater consistent with prior years. City officials report a final rate increase is expected in October 2020 concluding the recommendation from the prior rate study. The city is currently undergoing another rate study and the results expected in spring 2020 will guide rate practices for the next five years.

Debt and pensions: slightly elevated debt, exposure to state's cost sharing plan

The city's debt burden will remain slightly elevated but manageable over the next three to five years because of planned debt issuances and principal amortization that is slower than that of similarly rated peers. At 2% of fiscal 2020 full value, the city's direct debt burden is slightly higher than the national median for the rating category; the overall debt burden when including debt from overlapping entities is 2.7%.

About \$174.5 million from the August 2018 election and \$525 thousand from the 2014 election will remain authorized but unissued following this sale. City officials expect annual debt issuance until final maturity in 2027.

DEBT STRUCTURE

The city's debt consists of \$131.7 million fixed-rate general obligation bonds, with a final maturity in fiscal 2038. The current debt service schedule calls for 62.7% of principal retired within 10 years.

DEBT-RELATED DERIVATIVES

The city has a total of \$18.4 million in variable rate debt outstanding (not rated by Moody's), accounting for approximately 14% of the total debt profile related to economic development. The city issued variable rate notes in May 2004 for a Bass Pro facility. This note is secured by lease payments to the city and a maximum amount of \$2.8 million in annual sales tax revenue (subject to annual appropriation). The obligation has annually been fulfilled with a combination of lease payments and sales tax revenue. As of September 2019, \$9.5 million remains outstanding.

The note is also hedged with a swap with [Bank of America N.A.](#) (Aa2 stable) as the counterparty. The swap agreement requires the city to pay a fixed rate of 7.3% to the bank in exchange for 6-month Libor plus 1%. There is no remarketing risk associated with the note, as Bank of America, must hold the note until final maturity in November 2025. At the end of fiscal 2019, the mark to market value of the swap was negative \$1.2 million.

In November 2010, the city issued a variable rate note with the Bank of Oklahoma for inducements for Flight Safety International. The agreement requires the city to pay the bank 6-month Libor plus 2%. The 2010 note is secured by a 1/8th of 1% sales tax and is subject to annual appropriation by city council. In March 2019, a fixed rate taxable note was issued to refund the variable rate bonds. The bonds are now only secured by tax increment financing revenues with no sales tax pledge.

PENSIONS AND OPEB

Pensions and other post employment benefits (OPEB) present a moderate but growing liability to the city and will remain a source of structural imbalance in the future, absent any changes.

Broken Arrow participates in three pension systems: Oklahoma Municipal Retirement Fund (OKMRF), Oklahoma Firefighters' Pension and Retirement Fund (OKFPRF) and the Oklahoma Police Pension and Retirement Fund (OKPPRF). OKMRF is a multiple employer, defined contribution public employee retirement system managed by a nine-member board of trustees on behalf of the city. The city's adjusted net pension liability (ANPL), based on a 3.87% discount rate, was \$156.9 million in fiscal 2018. In comparison, the city reported a GASB net pension liability of \$53.7 million, based on a 7.5% discount rate.

The city's ANPL has grown moderately over the past five years and is a driver in its moderate but growing balance sheet leverage. The Firefighters and Police pension plans are cost-sharing, multiple-employer defined benefit retirement plans sponsored by the state. The city makes annual contributions to the system at a rate established by state law, although the statutory rate will likely increase in the future to address the system's rising unfunded liabilities.

The city faces higher future costs because its contributions are not amortizing its liabilities. In fiscal 2018 city pension contributions amounted to 4.4% of revenue, but to "tread water" on its reported unfunded pension liabilities, the city would have had to dedicate 9.4% of its revenue to pensions. This 5% "tread water gap" signals the magnitude to which the city is deferring its pension costs to future years under reported assumptions.

The city's adjusted net OPEB liability (adjusted NOL), based on a 4.14% discount rate, was \$1.2 million in fiscal 2018. At 2% of revenue, the city's adjusted NOL is only a small source of balance sheet leverage. The city funds OPEB on a pay as you go basis.

Inclusive of debt service, OPEB contributions and our tread water indicator for pensions, the city's fixed costs amounted to 28.2% of revenue in fiscal 2018, compared to 26.8% in 2015. The modest increase is attributable to growth in pension and OPEB costs. However, the city's pension tread water indicator is understated relative to many other governments because it is based on a 7.5% reported discount rate, well above the discount rate currently used by most US public pension systems.

Management and governance: moderate institutional framework score

The city operates under a Council-Manager form of government. The legislative and policy-making body consists of a five-member City Council, elected by wards with staggered terms for a period of four years. The Mayor is elected within the Council membership. The City Manager is responsible for the day-to-day operations of City government.

Oklahoma Cities have an Institutional Framework score of "A," which is moderate. Sales taxes, the sector's major revenue source are subject to a cap which can be overridden with voter approval only. The cap, which varies by city, limits revenue-raising ability. Unpredictable revenue fluctuations tend to be moderate, or between 5-10% annually. Across the sector, fixed and mandated costs are

generally greater than 25% of expenditures and are primarily debt service expenditures. Unpredictable expenditure fluctuations tend to be minor, under 5% annually.

Rating methodology and scorecard factors

The US Local Government General Obligation Debt methodology includes a scorecard, a tool providing a composite score of a local government's credit profile based on the weighted factors we consider most important, universal and measurable, as well as possible notching factors dependent on individual credit strengths and weaknesses. Its purpose is not to determine the final rating, but rather to provide a standard platform from which to analyze and compare local government credits.

Exhibit 2

Broken Arrow (City of) OK

Rating Factors	Measure	Score
Economy/Tax Base (30%) ^[1]		
Tax Base Size: Full Value (in 000s)	\$8,889,096	Aa
Full Value Per Capita	\$83,651	Aa
Median Family Income (% of US Median)	112.7%	Aa
Finances (30%)		
Fund Balance as a % of Revenues	30.7%	Aaa
5-Year Dollar Change in Fund Balance as % of Revenues	8.8%	A
Cash Balance as a % of Revenues	22.9%	Aa
5-Year Dollar Change in Cash Balance as % of Revenues	8.9%	A
Notching Factors: ^[2]		
Unusually volatile revenue structure		Down
Management (20%)		
Institutional Framework	A	A
Operating History: 5-Year Average of Operating Revenues / Operating Expenditures (x)	1.0x	A
Debt and Pensions (20%)		
Net Direct Debt / Full Value (%)	2.0%	A
Net Direct Debt / Operating Revenues (x)	2.4x	A
3-Year Average of Moody's Adjusted Net Pension Liability / Full Value (%)	1.5%	Aa
3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues (x)	1.9x	A
Scorecard-Indicated Outcome		Aa3
Assigned Rating		Aa3

[1] Measures are based on data from the most recent year

[2] Notching Factors are specifically defined in the US Local Government General Obligation Debt methodology dated December 16, 2016

[3] Standardized adjustments are outlined in the GO Methodology Scorecard Inputs Updated for 2019 publication

Source: US Census Bureau, City of Broken Arrow, OK audited financial statements, Preliminary offering documents

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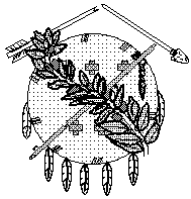
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Japan	81-3-5408-4100
EMEA	44-20-7772-5454



City of Broken Arrow

Request for Action

File #: 19-1342, **Version:** 1

Broken Arrow City Council
Meeting of: 11-05-2019

Title:

Consideration, discussion and possible approval of PUD-293 (Planned Unit Development) and BAZ-2035 (Rezoning), Albany Village, 3.20 acres, PUD-139/ON and R-3 to PUD-293/RD, located one-quarter mile west of 23rd Street (193rd East Avenue/County Line Road), north of Albany Street (61st Street)

Background:

The applicant has requested Planned Unit Development (PUD)-293 and rezoning (BAZ)-2035 be continued to the January 7, 2020 City Council meeting. This request is due to a change in the closing date for the sale of the property.

Cost: \$0

Funding Source: None

Requested By: Larry R. Curtis, Director of Community Development

Approved By: City Manager's Office

Attachments: None

Recommendation:

Continue PUD-293 and BAZ-2035 to the January 7, 2020 City Council meeting as requested by the applicant.



City of Broken Arrow

Request for Action

File #: 19-1368, **Version:** 1

Broken Arrow City Council
Meeting of: 11-05-2019

Title:

Consideration, discussion, and possible approval of a Second Amendment to Capital Improvements Agreement with the Board of County Commissioners of Tulsa County for Vision 2025 Surplus Funds for Center for Arts, Innovation and Creativity

Background:

In February 2016 the City Council approved an application to the Tulsa County Vision Authority for \$650,000 of Vision 2025 Surplus funding for schematic design the Creative Arts Center in the Rose District.

At the time of the original application, schematic design was the extent of the contract with the consultant, Selser Schaefer Architects, until operation funds could be raised for the center. The Arts Committee has raised the funds for operation of the center and the City contracted with the consultant to continue design and produce construction documents. As a result, an additional \$1,950,000.00 is required to cover the cost of additional design work necessary to complete and pay for the construction of the project.

The City Council approved an amended application #2 which requested the additional \$1,950,000.00 required to cover the total cost of the project. The Board of County Commissioners of Tulsa County has approved and authorized their Chairman to execute the Second Amendment to Capital Improvements Agreement (Broken Arrow Creative Arts Center-Rose District) raising the maximum amount to \$2,600,000.00 from the previous amount of \$650,000.00. Staff recommends approving and authorizing execution of the Second Amendment to Capital Improvements Agreement (Broken Arrow Creative Arts Center-Rose District).

Cost: \$1,950,000.00

Funding Source: Vision 2025 Surplus Funding

Requested By: Kenneth D. Schwab P.E., CFM, Assistant City Manager- Operations

Approved By: City Manager's Office

Attachments: Second Amendment to Capital Improvements Agreement (Broken Arrow Creative Arts Center-Rose District)

Recommendation:

Approve and authorize execution of a Second Amendment to Capital Improvements Agreement with the Board of County Commissioners of Tulsa County for Vision 2025 Surplus Funds for Center for Arts, Innovation and Creativity

**SECOND AMENDMENT TO CAPITAL IMPROVEMENTS AGREEMENT
(Broken Arrow Creative Arts Center-Rose District)**

THIS AMENDMENT TO CAPITAL IMPROVEMENTS AGREEMENT (this "Amendment") is entered into as of September 23, 2019, by and between the BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA (the "Board") and the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation (the "Contracting Party").

WITNESSETH:

WHEREAS, the Board and the Contracting Party have heretofore entered into that certain Capital Improvements Agreement (the "Agreement"), dated February 2, 2016 and the Amendment to Capital Improvements Agreement dated April 18, 2017; and

WHEREAS, the Board and the Contracting Party now desire to further amend the Agreement.

NOW, THEREFORE, for and in consideration of the premises, the Board and the Contracting Party hereby agree as follows:

1. The words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization shall have the meanings set forth in the Agreement.

2. Section 1.29 of the Agreement is hereby amended and restated in its entirety as follows:

"1.29. "Maximum Amount of Advances" means \$2,600,000.00."

4. Section 6.6 of the Agreement is hereby amended by deleting from the third line thereof "April 1, 2018" and inserting thereat "March 1, 2021."

5. Section 18 of the Agreement is hereby amended by deleting from the eighth line thereof "(1.43%)" and inserting thereat "(5.714%)."

6. The Board and the Contracting Party acknowledge and agree that the Agreement, as amended hereby, is in full force and effect and is hereby ratified and confirmed.

7. This Amendment may be executed in as many counterparts as may be required and all counterparts shall collectively constitute a single instrument. An executed copy of this Amendment delivered by facsimile shall have the effect of an original executed instrument.

EXECUTED as of the date first set out above.

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

“Contracting Party”

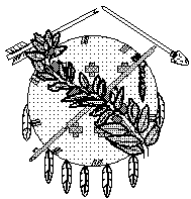
CITY OF BROKEN ARROW, OKLAHOMA

By _____
Name _____
Title _____

“Board”

**BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY**

By _____
Name _____
Title _____ Chairman



City of Broken Arrow

Request for Action

File #: 19-1369, Version: 1

**Broken Arrow City Council
Meeting of: 11-05-2019**

Title:

Consideration, discussion, and possible approval of a Second Amendment to Capital Improvements Agreement with the Board of County Commissioners of Tulsa County for Vision 2025 Surplus Funds for Streetscapes V

Background:

In December 2017 the City Council approved an application to the Tulsa County Vision Authority for \$1,500,000 of Vision 2025 Surplus funding to design and continue Streetscape, intersection and sidewalk improvements from Detroit St to Elgin Street.

At the time of the original application, design and construction of the continuing Streetscapes was estimated to be \$1,500,000. This project was advertised for bid in May 2019 and on June 17, 2019 City Council voted to award the construction contract to Diversified Civil Contractors, LLC in the amount of \$1,866,093.53.

The City Council approved an amended application #2 which requested the additional \$400,000.00 required to cover the total cost of the project. The Board of County Commissioners of Tulsa County has approved and authorized their Chairman to execute the Second Amendment to Capital Improvements Agreement (Broken Arrow Rose District Street Improvement Project) raising the maximum amount to \$1,900,000.00 from the original amount of \$1,500,000.00. Staff recommends approving and authorizing the execution of the Second Amendment to Capital Improvements Agreement (Broken Arrow Rose District Street Improvement Project).

Cost: \$400,000.00

Funding Source: Vision 2025 Surplus Funding

Requested By: Kenneth D. Schwab P.E., CFM, Assistant City Manager- Operations

Approved By: City Manager's Office

Attachments: Second Amendment to Capital Improvements Agreement (Broken Arrow Rose District Street Improvements Project)

Recommendation:

Approve and authorize execution of the Second Amendment to Capital Improvements Agreement with the Board of County Commissioners of Tulsa County for Vision 2025 Surplus Funds for Streetscapes V

**SECOND AMENDMENT TO CAPITAL IMPROVEMENTS AGREEMENT
(Broken Arrow Rose District Street Improvement Project)**

THIS AMENDMENT TO CAPITAL IMPROVEMENTS AGREEMENT (this "Amendment") is entered into as of September 23, 2019, by and between the BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA (the "Board") and the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation (the "Contracting Party").

WITNESSETH:

WHEREAS, the Board and the Contracting Party have heretofore entered into that certain Capital Improvements Agreement (the "Agreement"), dated December 4, 2017 and the Amendment to Capital Improvements Agreement dated February 15, 2019; and

WHEREAS, the Board and the Contracting Party now desire to further amend the Agreement.

NOW, THEREFORE, for and in consideration of the premises, the Board and the Contracting Party hereby agree as follows:

1. The words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization shall have the meanings set forth in the Agreement.

2. Section 1.29 of the Agreement is hereby amended and restated in its entirety as follows:

"1.29. 'Maximum Amount of Advances' means \$1,900,000.00."

4. The Board and the Contracting Party acknowledge and agree that the Agreement, as amended hereby, is in full force and effect and is hereby ratified and confirmed.

5. This Amendment may be executed in as many counterparts as may be required and all counterparts shall collectively constitute a single instrument. An executed copy of this Amendment delivered by facsimile shall have the effect of an original executed instrument.

EXECUTED as of the date first set out above.

ATTEST:

"Contracting Party"

City Clerk

CITY OF BROKEN ARROW, OKLAHOMA

APPROVED AS TO FORM:

By _____
Name _____
Title _____



City Attorney

"Board"

**BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY**

By _____
Name _____
Title _____ Chairman

**SECOND AMENDMENT TO CAPITAL IMPROVEMENTS AGREEMENT
(Broken Arrow Rose District Street Improvement Project)**

THIS AMENDMENT TO CAPITAL IMPROVEMENTS AGREEMENT (this "Amendment") is entered into as of September 23, 2019, by and between the BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA (the "Board") and the CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation (the "Contracting Party").

WITNESSETH:

WHEREAS, the Board and the Contracting Party have heretofore entered into that certain Capital Improvements Agreement (the "Agreement"), dated December 4, 2017 and the Amendment to Capital Improvements Agreement dated February 15, 2019; and

WHEREAS, the Board and the Contracting Party now desire to further amend the Agreement.

NOW, THEREFORE, for and in consideration of the premises, the Board and the Contracting Party hereby agree as follows:

1. The words and terms not expressly defined herein and used herein with initial capitalization where rules of grammar do not otherwise require capitalization shall have the meanings set forth in the Agreement.

2. Section 1.29 of the Agreement is hereby amended and restated in its entirety as follows:

"1.29. 'Maximum Amount of Advances' means \$1,900,000.00."

4. The Board and the Contracting Party acknowledge and agree that the Agreement, as amended hereby, is in full force and effect and is hereby ratified and confirmed.

5. This Amendment may be executed in as many counterparts as may be required and all counterparts shall collectively constitute a single instrument. An executed copy of this Amendment delivered by facsimile shall have the effect of an original executed instrument.

EXECUTED as of the date first set out above.

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

"Contracting Party"

CITY OF BROKEN ARROW, OKLAHOMA

By _____
Name _____
Title _____

"Board"

**BOARD OF COUNTY COMMISSIONERS OF
TULSA COUNTY**

By _____
Name _____
Title _____ Chairman



City of Broken Arrow

Request for Action

File #: 19-1381, Version: 1

**Broken Arrow City Council
Meeting of: 11/05/2019**

Title:

Consideration, discussion, and possible approval and authorization to execute Resolution No. 1282, a Resolution of the Broken Arrow City Council identifying funding source for the design and construction of Albany Street from 23rd Street to 37th Street

Background:

On August 28, 2018, the residents of Broken Arrow voted to approve the 2018 General Obligation Bond Program. Proposition No. 1 allocated \$142,625,000 of those funds for transportation projects. Of that amount, \$41,425,000 is allocated for unnamed transportation projects. A couple of those anticipated unnamed projects are College Street from 9th Street to 23rd Street and 15th Street from Joliet Street to College Street. These streets total \$4,600,000.

However, Albany Street from 23rd Street to 37th Street, is located along the frontage of the Broken Arrow Public Schools' (BAPS) property in which BAPS intends to construct a new educational facility. BAPS intends to initiate a construction contract in 2020 with the goal to occupy the school in 2021. In order to accommodate this accelerated schedule, the City has identified portions of unnamed 2018 General Obligation Bond funds in the amount of \$4,600,000 for the improvements to this street. This money will be transferred from the College Street and Joliet Street improvement projects, with those projects being eliminated from the bond program unless other savings or funding sources can be identified.

Staff recommends adoption of the Resolution.

Cost: \$4,600,000

Funding Source: 2018 General Obligation Bond Program

Requested By: Kenneth D. Schwab, P.E., CFM, Assistant City Manager - Operations

Approved By: City Manager's Office

Attachments: Resolution No. 1282

Recommendation:

Approve Resolution No. 1282 and authorize its execution.

RESOLUTION NO. 1282

A RESOLUTION IDENTIFYING FUNDING SOURCE FOR THE DESIGN AND CONSTRUCTION OF ALBANY STREET FROM 23rd STREET TO 37th STREET

WHEREAS, the residents of Broken Arrow voted to approve the 2018 General Obligation Bond Program on August 28, 2018; and

WHEREAS, Proposition 1 of said Program secures \$142,625,000 of funds for the purpose of constructing, reconstructing and repairing transportation facilities to improve the city's transportation network; and

WHEREAS, Albany Street from 23rd Street to 37th Street is a part of the City of Broken Arrow's transportation network; and

WHEREAS, said street is in need of improvements and these associated improvements are fundable through the 2018 General Obligation Bond Program; and

WHEREAS, said street is located along the frontage of the Broken Arrow Public Schools' (BAPS) property in which BAPS intends to construct a new educational facility; and

WHEREAS, said educational facility is planned to have its major ingress and egress along Albany Street; and

WHEREAS, Broken Arrow Public Schools intends to initiate a construction contract on said educational facility in the year 2020 and have it ready to occupy by the beginning of the 2021 school year; and

WHEREAS, in an effort to accommodate this accelerated schedule, the City of Broken Arrow has identified portions of the unnamed funds of the 2018 General Obligation Bond Program in the total amount of \$4,600,000 for the improvements to said street; and

WHEREAS, an amount of \$3,500,000 for said improvements shall be transferred from the College Street improvements from 9th Street to 23rd Street; and

WHEREAS, an amount of \$1,100,000 for said improvements shall be transferred from the 15th Street improvements from Joliet Street to College Street; and

WHEREAS, the College Street improvements and Joliet Street improvements shall be eliminated from the 2018 General Obligation Bond Program, unless other savings or other funding sources can be identified; and

WHEREAS, the City of Broken Arrow is ready to begin design upon the identified funds becoming available early in the year 2020; and

NOW BE IT RESOLVED, that the Broken Arrow City Council hereby has identified and is in the process of securing funds in the amount of \$4,600,000 for the Albany Street from 23rd

Street to 37th Street capital improvements necessary to facilitate the construction of the new educational facility and that these funds shall be transferred from the unnamed portion of the 2018 General Obligation Bond Program as identified in this document.

ADOPTED BY THE BROKEN ARROW CITY COUNCIL THIS 5th day of November 2019.

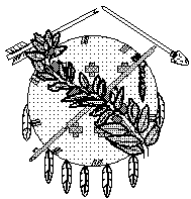
MAYOR

ATTEST:

(seal) City Clerk

APPROVED AS TO FORM:

Assistant City Attorney



City of Broken Arrow

Request for Action

File #: 19-1384, Version: 1

Broken Arrow City Council

Meeting of: 11-5-2019

Title:

Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1283, a Resolution of the Broken Arrow City Council declaring an Emergency as a result of a Sanitary Sewer Trunk Line Sewer Infiltration near the corner of 91st Street and 225th Street (Evans Road); activation of the City's Emergency Operation Protocols, including waiving state and local provisions pertaining to competitive bidding as allowed by law; authorizing an informal bidding process; authorizing the City Manager to execute emergency contracts as necessary to purchase materials for repairs and any subsequent critical events; ratifying all prior actions of the City Manager, providing for the termination and extension of the provisions of this Resolution; and directing the City Manager to carry out all applicable provisions

Background:

On October 31, 2019, representatives of the City's Utilities Department were advised that several sinkholes had developed in an open field north of Washington Street west of Evans Road. City crews from the Department of Utilities were immediately dispatched to the area to investigate, where they found several sinkholes approximately twelve inches (12") in diameter and four feet (4') deep and one sinkhole approximately twenty feet (20') in length, ten feet (10') in width and four feet (4') deep. No sewage was bypassing. Crews discovered one dead cow in one of the sinkholes.

City Crews from the Utilities Department immediately mobilized to secure the site and determine the extent of the damage. The line is a twenty-four inch (24") diameter concrete pipe commonly referred to as the Zeeco line. More sinkholes developed as crews investigated the area. Crews opened manholes and found that despite the sinkholes, the line continued to flow. City Crews excavated the top of the pipe and found the top half of the pipe had been corroded by Hydrogen Sulfide Gas and was missing in several areas along the length of the pipe from just south of Washington Street to just north of Highway 51. Approximately thirteen hundred (1,300) feet of pipe and three six foot (6') diameter manholes need to be replaced.

Stacy Thornton, Assistant Director of Utilities, determined the Utilities Construction Crew has the equipment and knowledge to repair the line. The Oklahoma Department of Environmental Quality was notified of the line repair due to the change in pipe materials from concrete pipe to PVC. An ODEQ Department official ruled a permit was not necessary for the repair due to the use of materials called out in the City of Broken Arrow Specifications.

On November 1, 2019 city personnel immediately began the process of locating for purchase the approximately fifteen hundred feet (1500') of 24" SDR 35 sewer pipe, fifteen hundred feet (1500') of lining for bed of the sewer line and three manholes, including the barrel section, top, ring and lids and bedding materials for City crews to effect the necessary repair of the failed sanitary sewer trunk line.

File #: 19-1384, **Version:** 1

Cost: \$60,000

Funding Source: 020-5415-435-70-15 Utilities Sewer Repair and Construction

Requested By: Charles Vokes, Director of Utilities

Approved By: City Manager's Office

Attachments: Resolution No. 1283

Recommendation:

Approve Resolution No. 1283 and authorize its execution.

RESOLUTION NO. 1283

A RESOLUTION OF THE BROKEN ARROW CITY COUNCIL DECLARING AN EMERGENCY AS A RESULT OF A SANITARY SEWER TRUNK LINE SEWER INFILTRATION NEAR THE CORNER OF 91ST STREET AND 225TH STREET (EVANS ROAD); ACTIVATION OF THE CITY'S EMERGENCY OPERATION PROTOCOLS, INCLUDING WAIVING STATE AND LOCAL PROVISIONS PERTAINING TO COMPETITIVE BIDDING AS ALLOWED BY LAW; AUTHORIZING AN INFORMAL BIDDING PROCESS; AUTHORIZING THE CITY MANAGER TO EXECUTE EMERGENCY CONTRACTS AS NECESSARY TO PURCHASE MATERIALS FOR REPAIRS AND ANY SUBSEQUENT CRITICAL EVENTS; RATIFYING ALL PRIOR ACTIONS OF THE CITY MANAGER, PROVIDING FOR THE TERMINATION AND EXTENSION OF THE PROVISIONS OF THIS RESOLUTION; AND DIRECTING THE CITY MANAGER TO CARRY OUT ALL APPLICABLE PROVISIONS

WHEREAS, on October 31, 2019 representatives of the Utilities Department found multiple sinkholes, one approximately twenty feet (20') by ten feet (10') by four feet (4') deep had formed in the area on top of the existing twenty four inch (24") trunk sewer line in the area of 91st Street and 225th Street; and

WHEREAS, upon further investigation and excavation of the sanitary sewer trunk line, Utilities Department crews discovered infiltration along approximately fifteen hundred feet (1500') of the sanitary sewer trunk line located in the area of 91st Street and 225th Street due to multiple holes in the line, some as large as a basketball; and

WHEREAS, the affected trunk line is a critical part of the City of Broken Arrow's overall sanitary sewer infrastructure in that a significant amount of the City's sewage material is transported through this trunk line to the Lynn Lane Waste Water Treatment Plant; and

WHEREAS, this sewer trunk line is at significant risk of collapsing due to multiple holes in the line causing bypass of the system and unpermitted discharges outside of the closed system prior to treatment that could potentially affect the health, safety, and welfare of Broken Arrow citizens, as well as residents in the area and downstream of the overflows; and

WHEREAS, in order to repair the trunk line and restore service in the closed system, it is necessary for the City's Utility Construction Team to open cut this sewer trunk line and replace approximately fifteen hundred feet (1500') of the failed line, install lining for the bed of the replaced sewer line and replace three eroded manholes, including the barrel section, top, ring and lids; and

WHEREAS, it is further necessary to expeditiously purchase materials and supplies required for repairs to the failed trunk line, including fifteen hundred feet (1500') of 24" SDR 35 sewer pipe for approximately \$40,000.00, fifteen hundred feet (1500') of lining for bed of the sewer line for approximately \$10,000.00 and three manholes, including the barrel section, top, ring and lids for approximately \$6,000.00; and

WHEREAS, Article XV Emergency Purchases of the City's Purchasing Manual provides that in case of emergency affecting the public health and safety, the City Manager or other City personnel in accordance with authorization issued by the City Manager may authorize a vendor to perform any and all work necessary to resolve such emergency without public advertisement provided that documentation of the emergency and the need for immediate action shall be presented to the City Manager by the Department Director prior to such authorization and be ratified by the City Council where the cost exceeds \$25,000.00, as provided by the Broken Arrow Municipal Code and State Statute; and

WHEREAS, said repairs need to be done as soon as possible, as there is no alternative for the transportation of sewage material in the area to the waste water treatment plant; and

WHEREAS, on November 1, 2019 city personnel immediately began the process of locating for purchase the approximately fifteen hundred feet (1500') of 24" SDR 35 sewer pipe, fifteen hundred feet (1500') of lining for bed of the sewer line and three manholes, including the barrel section, top, ring and lids for City crews to effect the necessary repair of the failed sanitary sewer trunk line; and

WHEREAS, in accordance with the provisions of the Broken Arrow Code of Ordinances, the City Manager authorized the purchase for approximately \$60,000 the approximately fifteen hundred feet (1500') of 24" SDR 35 sewer pipe, fifteen hundred feet (1500') of lining for bed of the sewer line and three manholes, including the barrel section, top, ring and lids for City crews to effect the necessary repair of the failed sanitary sewer trunk line; and

WHEREAS, it is reasonable and proper for the City Council to ratify and authorize the City Manager's decision to purchase the pipe and all other materials and supplies necessary to effectuate repair of the trunk line and; and

WHEREAS, the break in the sanitary sewer trunk line constitutes a natural emergency as defined in Section 9-1 of the Broken Arrow Code justifying adoption of a Resolution to such effect; and

WHEREAS, the break in the sanitary sewer trunk line constitutes an emergency as defined by the Oklahoma Public Competitive Bidding Act of 1974 and 60 O.S. Section 176, as it is a condition resulting from a sudden, unexpected happening, and an unforeseen occurrence and condition whereby the public health and safety is potentially endangered; and

WHEREAS, immediate attention has been required and continues to be required to protect the public health, safety and welfare, insure public safety and provide for the worst case scenario; and

WHEREAS, this sanitary sewer trunk line break constitutes a significant event as defined in the Oklahoma Emergency Management Act of 2003, and justifies declaration of an emergency and notification to the Oklahoma Department of Emergency Management; and

WHEREAS, during this period of declared emergency, it is necessary and prudent that the City Manager be able to take action and implement policies quickly and expeditiously in the best interest of the residents of the City of Broken Arrow; and

WHEREAS, the procedures set forth in the Public Competitive Bidding Act codified in 61 O.S. § 101, *et seq.*, and § 2-28 of the Broken Arrow Code will take in excess of sixty (60) days; and

WHEREAS, it is estimated that the savings that would occur as a result of the competitive bidding process would not be sufficient to justify the potential danger to the health and safety of the public; and

WHEREAS, it is necessary that the City Manager be able to enter into contracts quickly and expeditiously during this time of declared emergency, in order to serve the residents of Broken Arrow; and

WHEREAS, it is further necessary that during this period of declared emergency, it is necessary and prudent that the City Manager be able to take action and implement policies quickly and expeditiously in the best interest of the residents of the City of Broken Arrow; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW THAT an emergency exists due to the sanitary sewer trunk line break, the resultant infiltration, potential overflows and unintentional, unpermitted discharges onto private property and City infrastructure, all of which compromises the health, safety, and welfare of the public; and

BE IT FURTHER RESOLVED THAT the City of Broken Arrow, its agents, employees, contractors and assigns are hereby authorized to enter onto private and public property for the purpose of repairing the City's trunk line and remediating the affected areas of the unpermitted discharges; and

BE IT FURTHER RESOLVED THAT the City of Broken Arrow, its agents, employees, contractors, and assigns will suffer neither liability nor be responsible for any damages caused to private or public property during this emergency; and

BE IT FURTHER RESOLVED THAT City staff is prepared for full activation of the City's Emergency Operations Protocols; and

BE IT FURTHER RESOLVED THAT during this period of declared emergency, the City Manager is hereby authorized and directed to exercise the power possessed by the City Manager as set forth in the Code of Ordinances, in state law, and as directed by this Resolution, and to further expressly take all actions necessary in the best interest of the citizens of Broken Arrow, in keeping with the policies of the City; and

BE IT FURTHER RESOLVED THAT all acts and policies taken, made, and implemented to this date by the City Manager are hereby ratified and approved, including, but not limited to authorizing the purchase of the pipe, bed lining and manholes, including barrel section, top, ring and lids to make the identified repairs; and

BE IT FURTHER RESOLVED THAT the City Manager is expressly authorized to contact other political subdivisions and the State of Oklahoma pursuant to mutual aid agreements, the state mutual aid agreement, and in accordance with state law, as are necessary in his judgment; and

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to accept all services, equipment, supplies and aid from other political subdivisions, agencies, and the State of Oklahoma in assistance with this emergency; and

BE IT FURTHER RESOLVED THAT the City Council hereby authorizes and directs that the amounts set forth in the Broken Arrow Code which defines the limits of the contracting authority for the City Manager are hereby suspended during the effective period of this Resolution and the City Manager is hereby authorized to contract for, purchase, or issue purchase authorizations as provided in the Code, but without necessity of the approval of the City Council; and

BE IT FURTHER RESOLVED THAT the City Council hereby waives the competitive bidding procedure, authorizes an informal bidding process, and authorizes the City Manager to execute emergency contracts and bonds as are necessary in the repair of the trunk line and any subsequent catastrophic event; and

BE IT FURTHER RESOLVED THAT the provisions of the Resolution shall expire thirty (30) days from this date; and

BE IT FURTHER RESOLVED THAT the City Council may terminate or extend the provisions of this Resolution prior to said date of expiration; and

BE IT FURTHER RESOLVED THAT these actions are all take for the health, safety and general welfare of the City of Broken Arrow and its residents.

ADOPTED BY THE BROKEN ARROW CITY COUNCIL this 5th day of October, 2019.

MAYOR

ATTEST:

(SEAL) CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Broken Arrow

Request for Action

File #: 19-1266, **Version:** 1

Broken Arrow City Council
Meeting of: 11-05-2019

Title:

Consideration, discussion, and possible preview of an Ordinance closing a portion of Right-of-Way on property located one-quarter mile north of Washington Street (91st Street), one-quarter mile west of 225th East Avenue (Evans Road), Wagoner County, State of Oklahoma, (Section 18, T18N, R15E)(Creek 51 Business Park); repealing all ordinances to the contrary; and declaring an emergency

Background:

The applicant, Tanner Consulting, LLC, has submitted an application requesting the closure of approximately 5.66-acres of an existing right-of-way which is located on, and adjacent to, the property under development as Creek 51 Business Park. This right-of-way was dedicated to the City of Broken Arrow in 1994, (Book 869, Pages 223-226 and Book 877, Pages 236-237) for a Washington Street extension across the railroad tracks to the south. The applicant proposed to close the right-of-way in order incorporate the property into the Creek 51 Business Park Development. This development will provide a collector street extending from Highway 51 south, allowing for a possible future connection to Washington Street.

AEP/PSO, Windstream, ONG, and COX Communications have no objections to this closure. Staff has reviewed the documents and recommends acceptance of the right-of-way closure.

Cost: \$0

Funding Source: None

Requested By: Larry R. Curtis, Community Development Director

Approved By: City Manager Office

Attachments: Preview Ordinance
Exhibit A.3
Exhibit A.4

Recommendation:

Preview the Ordinance and set for adoption.

Ordinance No. _____

An Ordinance closing a portion of Right-of-Way on property located one-quarter mile north of Washington Street (91st Street), one-quarter mile west of 225th East Avenue (Evans Road), Wagoner County, State of Oklahoma, (Section 18, T18N, R15E) (Creek 51 Business Park); 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. The right-of-way affecting the real estate described as follows:

See "Exhibits A.3 and A.4"

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this right-of-way in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this utility easement.

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

Exhibit "A.3"
Creek 51 Business Park
City of Broken Arrow Right-of-Way to be Vacated - Part 2

Description

A TRACT OF LAND THAT IS A PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER (SE/4) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 18; THENCE SOUTH 88°49'03" WEST AND ALONG SAID SOUTH LINE FOR A DISTANCE OF 63.38 FEET; THENCE ALONG A 1260.00 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 73°20'27" WEST, HAVING A CENTRAL ANGLE OF 12°12'16", A CHORD BEARING AND DISTANCE OF NORTH 67°14'19" WEST FOR 267.88 FEET, FOR AN ARC DISTANCE OF 268.39 FEET; THENCE NORTH 61°12'11" WEST FOR A DISTANCE OF 913.40 FEET; THENCE ALONG A 512.96 FOOT RADIUS TANGENT CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 83°39'06", A CHORD BEARING AND DISTANCE OF SOUTH 76°58'16" WEST FOR 684.15 FEET, FOR AN ARC DISTANCE OF 748.92 FEET; TO A POINT ON THE NORTHERLY R/W LINE OF THE UNION PACIFIC RAILROAD AS PRESENTLY LOCATED; THENCE ALONG SAID NORTHERLY LINE ALONG A 5550.00 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 62°34'24" WEST, HAVING A CENTRAL ANGLE OF 1°14'48", A CHORD BEARING AND DISTANCE OF NORTH 61°57'00" WEST FOR 120.75 FEET, FOR AN ARC DISTANCE OF 120.75 FEET; THENCE ALONG A 632.96 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF NORTH 33°47'48" EAST, HAVING A CENTRAL ANGLE OF 85°00'02", A CHORD BEARING AND DISTANCE OF NORTH 76°17'48" EAST FOR 855.25 FEET, FOR AN ARC DISTANCE OF 939.02 FEET; THENCE SOUTH 61°12'11" EAST FOR A DISTANCE OF 913.47 FEET; THENCE ALONG A 1140.00 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 61°08'11" EAST, A CENTRAL ANGLE OF 13°35'05", A CHORD BEARING AND DISTANCE OF SOUTH 67°55'43" EAST FOR 269.66 FEET, FOR AN ARC DISTANCE OF 270.29 FEET; TO A POINT ON THE EAST LINE OF THE SE/4 OF SECTION 18; THENCE SOUTH 1°25'10" EAST FOR A DISTANCE OF 106.15 FEET, TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 246,570 SQUARE FEET OR 5.66 ACRES.

Basis of Bearing

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

- (1) BRASS CAP FOUND AT THE CENTER OF THE SECTION 18;
- (2) MAGNETIC NAIL FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 18.

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°51'46" EAST

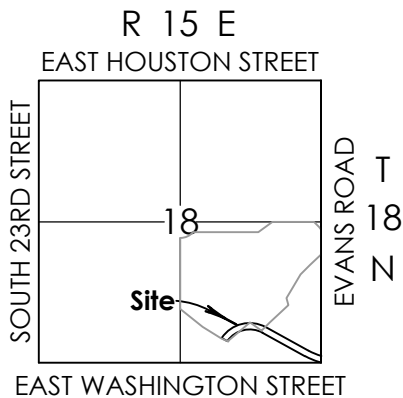
Certification

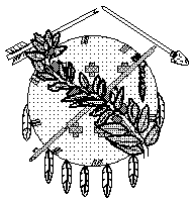
I, RONALD M. MCGILL, OF TANNER CONSULTING, LLC, CERTIFY THAT THE ATTACHED DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

RONALD M. MCGILL, P.L.S.
OKLAHOMA P.L.S. #1897
OKLAHOMA CA #2861
EXPIRATION DATE 6/30/21



City of Broken Arrow Right-of-Way to be Vacated - Part 2





City of Broken Arrow

Request for Action

File #: 19-1270, Version: 1

**Broken Arrow City Council
Meeting of: 11-05-2019**

Title:

Consideration, discussion, and possible preview of an Ordinance closing a portion of Right-of-Way on property located one-quarter mile north of Washington Street (91st Street), one-quarter mile west of 225th East Avenue (Evans Road), Wagoner County, State of Oklahoma, (Section 18, T18N, R15E)(Creek 51 Business Park); repealing all ordinances to the contrary; and declaring an emergency

Background:

The applicant, Tanner Consulting, LLC, has submitted an application requesting the closure of approximately 1.51-acres of an existing right-of-way which is located on, and adjacent to, the property under development as Creek 51 Business Park. This right-of-way was dedicated to the City of Broken Arrow in 1994, (Book 869, Pages 223-226 and Book 877, Pages 236-237) for a Washington Street extension across the railroad tracks to the north. The applicant proposed to close the right-of-way in order develop the property to the north as Creek 51 Business Park. This development will provide a collector street extending from Highway 51 south, allowing for a possible future connection to Washington Street.

AEP/PSO, Windstream, ONG, and COX Communications have no objections to this closure. Staff has reviewed the documents and recommends acceptance of the right-of-way closure.

Cost: \$0

Funding Source: None

Requested By: Larry R. Curtis, Community Development Director

Approved By: City Manager Office

Attachments: Preview Ordinance
Exhibit A.1
Exhibit A.2

Recommendation:

Preview the Ordinance and set for adoption.

Ordinance No. _____

An Ordinance closing a portion of Right-of-Way on property located one-quarter mile north of Washington Street (91st Street), one-quarter mile west of 225th East Avenue (Evans Road), Wagoner County, State of Oklahoma, (Section 18, T18N, R15E) (Creek 51 Business Park); 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. The right-of-way affecting the real estate described as follows:

See "Exhibits A.1 and A.2"

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this right-of-way in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this utility easement.

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

Exhibit "A.1"
Creek 51 Business Park
City of Broken Arrow Right-of-Way to be Vacated - Part 1

Description

A TRACT OF LAND THAT IS A PART OF THE SW/4 OF THE SOUTHEAST QUARTER (SW/4 SE/4) OF SECTION EIGHTEEN (18), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 18; THENCE NORTH 1°26'45" WEST AND ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER FOR A DISTANCE OF 51.30 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 1°26'45" WEST CONTINUING ALONG SAID WEST LINE FOR A DISTANCE OF 8.80 FEET; THENCE ALONG A 807.45 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 87°42'58" EAST, A CENTRAL ANGLE OF 58°18'50", A CHORD BEARING AND DISTANCE OF NORTH 63°07'37" EAST FOR 786.79 FEET, FOR AN ARC DISTANCE OF 821.80 FEET; TO A POINT ON THE SOUTHERLY R/W LINE OF THE UNION PACIFIC RAILROAD AS PRESENTLY LOCATED; THENCE ALONG SAID SOUTHERLY LINE AND ALONG A 5650.00 FOOT RADIUS NON TANGENT CURVE TO THE LEFT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 61°14'25" EAST, A CENTRAL ANGLE OF 1°13'06", A CHORD BEARING AND DISTANCE OF SOUTH 61°50'58" EAST FOR 120.13 FEET, FOR AN ARC DISTANCE OF 120.14 FEET; THENCE SOUTH 33°47'53" WEST FOR A DISTANCE OF 10.51 FEET; THENCE ALONG A 925.88 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT, HAVING AN INITIAL TANGENT BEARING OF SOUTH 33°47'48" WEST A CENTRAL ANGLE OF 25°26'59", A CHORD BEARING AND DISTANCE OF SOUTH 46°31'18" WEST FOR 407.89 FEET, FOR AN ARC DISTANCE OF 411.26 FEET TO A POINT ON THE NORTHERLY R/W LINE OF EAST 91ST STREET SOUTH (WASHINGTON STREET), AS RECORDED IN WARRANTY DEED, JANUARY 28, 2008, IN BOOK 1731 AT PAGE 582, COUNTY OF WAGONER, STATE OF OKLAHOMA RECORDS; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING FOUR (4) COURSES NORTH 79°50'42" WEST FOR A DISTANCE OF 5.21 FEET; THENCE SOUTH 88°48'00" WEST FOR A DISTANCE OF 100.09 FEET; THENCE SOUTH 83°12'06" WEST FOR A DISTANCE OF 101.58 FEET; THENCE SOUTH 89°00'48" WEST FOR A DISTANCE OF 299.69 FEET, TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 65,797 SQUARE FEET OR 1.51 ACRES.

Basis of Bearing

THE BEARINGS SHOWN HEREON ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3501), NORTH AMERICAN DATUM 1983 (NAD83); SAID BEARINGS ARE BASED LOCALLY UPON FIELD-OBSERVED TIES TO THE FOLLOWING MONUMENTS:

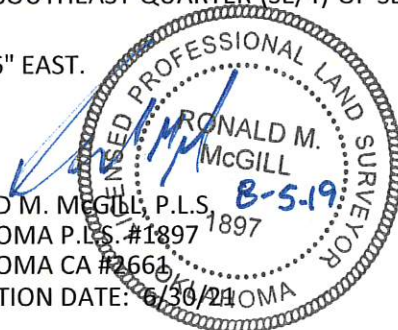
- (1) BRASS CAP FOUND AT THE CENTER OF THE SECTION 18;
- (2) MAGNETIC NAIL FOUND AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE/4) OF SECTION 18.

THE BEARING BETWEEN SAID MONUMENTS BEING NORTH 88°51'46" EAST.

Certification

I, RONALD M. MCGILL, OF TANNER CONSULTING, LLC, CERTIFY THAT THE ATTACHED DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS, IS A TRUE REPRESENTATION OF THE REAL PROPERTY AS DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

RONALD M. MCGILL, P.L.S.
OKLAHOMA P.L.S. #1897
OKLAHOMA CA #2661
EXPIRATION DATE: 6/30/21

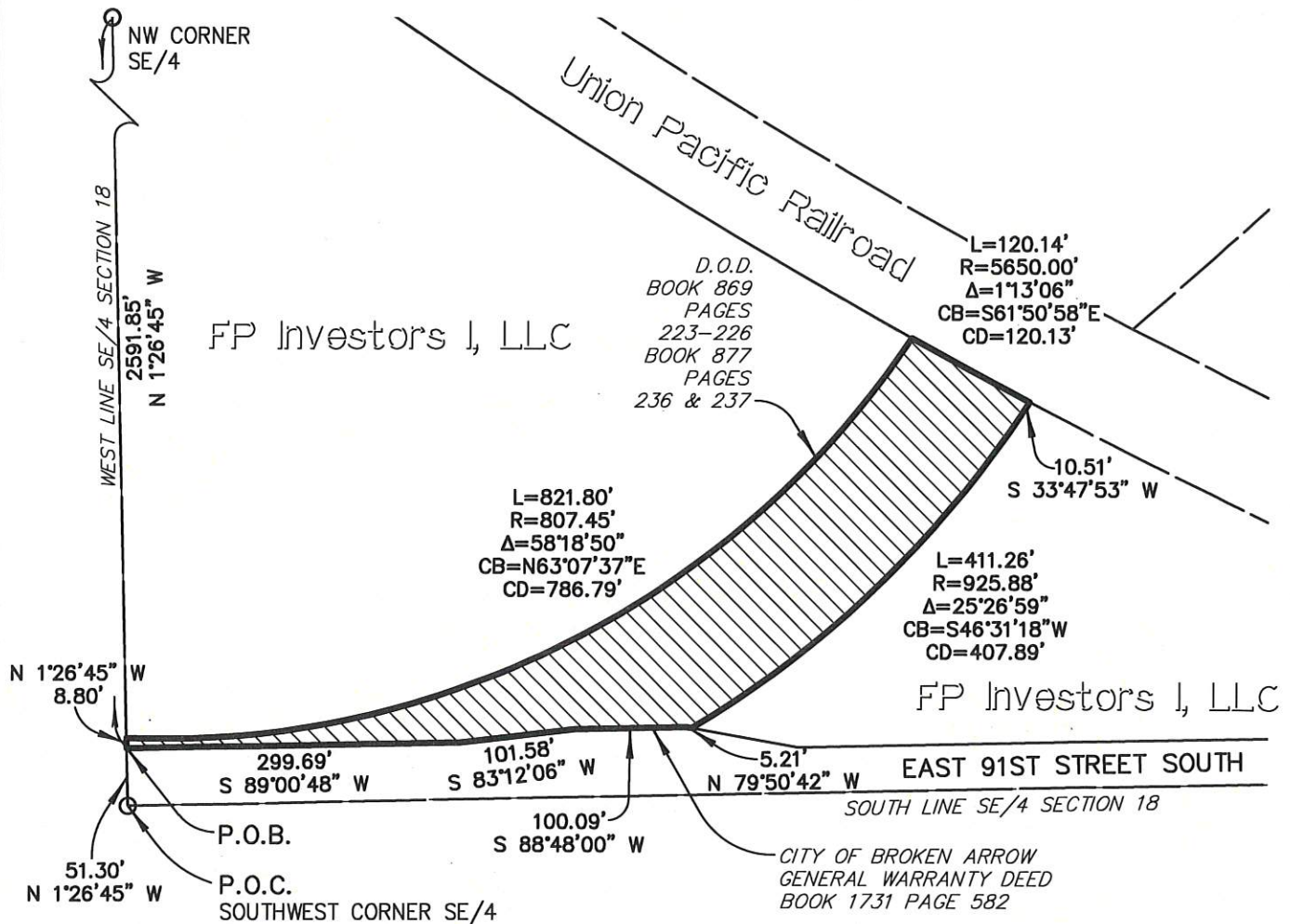
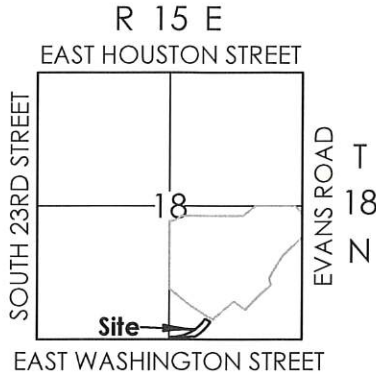


 **Tanner Consulting LLC**
5323 SOUTH LEWIS AVENUE, TULSA OKLAHOMA 74105-6539 | 918.745.9929

Exhibit "A.2"

Creek 51 Business Park

City of Broken Arrow Right-of-Way to be Vacated - Part 1





City of Broken Arrow

Request for Action

File #: 19-1353, **Version:** 1

Broken Arrow City Council
Meeting of: 11/05/2019

Title:

Consideration, discussion, and possible adoption of Ordinance 3604, an ordinance of the City of Broken Arrow providing for the issuance of \$23,250,000 general obligation bonds, series 2019A by the City of Broken Arrow, Oklahoma, authorized at an election duly called and held for such purpose; prescribing form of bonds; providing for registration thereof; providing levy of an annual tax for the payment of principal and interest on the same; and fixing other details of the issue and declaring an emergency

Background:

The proposed sale was considered in a previous Council Agenda item. This ordinance finalizes the steps required to proceed with a positive vote authorizing the sale.

Cost: Estimated \$100,000 in issuance costs

Funding Source: Proceeds of the 2019A GO Bond Sale

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Ordinance 3604

Recommendation:

Adopt Ordinance Number 3604 and approve the emergency clause.

THE COUNCIL OF THE CITY OF BROKEN ARROW, STATE OF OKLAHOMA, MET IN REGULAR SESSION IN CITY COUNCIL CHAMBERS AT THE CITY HALL, 220 SOUTH FIRST STREET, IN SAID CITY ON THE 5TH DAY OF NOVEMBER, 2019, AT 6:30 P.M.

COUNCILMEMBERS PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of the municipality for the calendar year 2019 having been given in writing to the Clerk of the municipality on or before December 15, 2018, and public notice of this meeting having been posted in prominent view at the entry to City Hall twenty-four (24) hours prior to this meeting, excluding Saturdays, Sundays and state designated legal holidays, all in compliance with the Oklahoma Open Meeting Act.

Thereupon, the Mayor introduced an Ordinance, a copy of which was provided each Councilmember prior to this meeting, which Ordinance was read by title only and upon motion by Councilmember _____, seconded by Councilmember _____, said Ordinance was adopted by the following vote:

Aye:

Nay:

and upon motion by Councilmember _____ seconded by Councilmember _____, the question of the emergency was ruled upon separately and approved with the following vote:

Aye:

Nay:

Said Ordinance was thereupon signed by the Mayor, attested by the Clerk, sealed with the seal of said municipality, and is as follows:

ORDINANCE NO. 3604

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$23,250,000 GENERAL OBLIGATION BONDS, SERIES 2019A BY THE CITY OF BROKEN ARROW, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; PROVIDING LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE SAME; AND FIXING OTHER DETAILS OF THE ISSUE AND DECLARING AN EMERGENCY.

WHEREAS, on the 28th day of August, 2018, pursuant to notice duly given, a special election was conducted in the City of Broken Arrow, Tulsa County, Oklahoma, for the purpose of submitting to the qualified voters the question of the issuance of the general obligation bonds of said City; and

WHEREAS, pursuant to said election, the issuance of general obligation bonds of said City under Article X Section 27 of the Oklahoma Constitution was authorized for (i) \$142,625,000 to provide funds for the purpose of constructing, reconstructing and repairing streets; (ii) \$20,350,000 to provide funds for the purpose of purchasing, constructing and repairing public safety utilities; (iii) \$17,750,000 to provide funds for the purpose of purchasing, constructing, and repairing parks and recreation facilities; (iv) \$16,800,000 to provide funds for the purpose of purchasing land and constructing, furnishing and equipping public buildings and facilities; and (v) \$7,500,000 for the purpose of constructing, reconstructing and repairing stormwater facilities, all to be owned exclusively by the City; and

WHEREAS, pursuant to said election, the issuance of general obligation bonds of said City under Article X Section 26 of the Oklahoma Constitution was authorized for \$5,500,000 for the purpose of drainage improvements to property to be owned exclusively or in part by the City; and

WHEREAS, as shown by the Canvass of Returns by the County Election Board of Tulsa County, Oklahoma, at said election there were cast by the registered qualified voters of said municipality (i) 16,343 votes on the question pertaining to streets, of which 12,130 were in favor of and 4,213 were against the issuance of said bonds, and 0 were mutilated, spoiled, or not voted ballots, (ii) 16,314 votes on the question pertaining to public safety utilities, of which 11,600 were in favor of and 4,714 were against the issuance of said bonds, and 0 were mutilated, spoiled, or not voted ballots, (iii) 16,327 votes on the question pertaining to parks and recreation facilities, of which 11,164 were in favor of and 5,163 were against the issuance of said bonds, and 0 were mutilated, spoiled, or not voted ballots, (iv) 15,379 votes on the question pertaining to public buildings of which 9,573 were in favor of and 5,806 were against the issuance of said bonds, and 0 were mutilated, spoiled, or not voted ballots; (v) 15,415 votes on the question pertaining to the stormwater system, of which 11,536 were in favor of and 3,879 were against the issuance of said bonds, and 0 were mutilated, spoiled, or not voted ballots; and (vi) 15,396 votes on the question pertaining to drainage improvements to property not owned exclusively by said City, of which 11,198 were in favor of and 4,198 were against the issuance of said bonds, and 0 were mutilated, spoiled, or not voted ballots; and

WHEREAS, a lawful majority of the registered, qualified voters voting on the Propositions cast their ballots in favor of the issuance of said bonds, the issuance thereof has been duly authorized;

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

SECTION 1. That there is hereby ordered and directed to be issued the bonds of said City in accordance with the form as hereinafter set out, in the aggregate amount of Twenty Three Million Two Hundred Fifty Thousand Dollars (\$23,250,000), which bonds shall be designated "General

Obligation Bonds Series 2019A", shall be dated December 1, 2019, and shall become due and payable and bear interest per annum from their date until paid as follows:

\$1,220,000 due December 1, 2021 @ ____%	\$1,220,000 due December 1, 2030 @ ____%
\$1,220,000 due December 1, 2022 @ ____%	\$1,220,000 due December 1, 2031 @ ____%
\$1,220,000 due December 1, 2023 @ ____%	\$1,220,000 due December 1, 2032 @ ____%
\$1,220,000 due December 1, 2024 @ ____%	\$1,220,000 due December 1, 2033 @ ____%
\$1,220,000 due December 1, 2025 @ ____%	\$1,220,000 due December 1, 2034 @ ____%
\$1,220,000 due December 1, 2026 @ ____%	\$1,220,000 due December 1, 2035 @ ____%
\$1,220,000 due December 1, 2027 @ ____%	\$1,220,000 due December 1, 2036 @ ____%
\$1,220,000 due December 1, 2028 @ ____%	\$1,220,000 due December 1, 2037 @ ____%
\$1,220,000 due December 1, 2029 @ ____%	\$1,220,000 due December 1, 2038 @ ____%
	\$1,290,000 due December 1, 2039 @ ____%

Interest shall be payable semi-annually on the 1st day of June and December of each year, beginning June 1, 2021, both principal and interest being payable in lawful money of the United States of America at BOKF, NA, Tulsa, Oklahoma.

The Bonds maturing in the years 2021 to 2029, inclusive, shall not be subject to redemption prior to maturity. Bonds maturing in the years 2030 and thereafter shall be subject to redemption at the option of the City in whole or in part, on any date, but upon thirty (30) days' notice, on or after December 1, 2029, at a price of par plus accrued interest on the principal amount called for redemption to the date fixed for redemption.

SECTION 2. Each of said bonds and the endorsements and certificates thereon shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF OKLAHOMA

CITY OF BROKEN ARROW, OKLAHOMA,
GENERAL OBLIGATION BOND, SERIES 2019A

NUMBER

R-_____

DOLLAR

\$_____

INTEREST RATE

MATURITY DATE

DATED DATE
December 1, 2019

CUSIP

KNOW ALL MEN BY THESE PRESENTS: That the City of Broken Arrow, Oklahoma (the "City"), a body corporate, hereby acknowledges itself indebted to and for value received promises to pay the principal amount set forth above to the person named below:

or registered assigns (hereinafter called the "Registered Holder"), for the bond number(s) set forth above, together with interest at the rate specified hereon, from the date hereof until paid, payable semi-annually on the 1st day of June and December, respectively, in each year beginning June 1, 2021.

The Bonds maturing in the years 2021 to 2029, inclusive, are not subject to redemption prior to maturity. Bonds maturing in the years 2030 and thereafter are subject to redemption at the option of the City in whole or in part, on any date, but upon thirty (30) days' notice, on or after December 1, 2029, at a price of par plus accrued interest on the principal amount called for redemption to the date fixed for redemption.

The principal of and interest on this Bond is payable in lawful money of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts. Payments of interest hereon shall be paid by check of BOKF, NA, Tulsa, Oklahoma, (herein called the "Paying Agent/Registrar") payable to the order of the Registered Holder and mailed to the address shown in the Registration Record on or before the date on which each such payment is due. Payment of principal of this Bond shall be payable only upon surrender of this Bond to the Paying Agent/Registrar.

THE FULL FAITH, CREDIT AND RESOURCES of said City are hereby irrevocably pledged to the payment of this Bond.

THIS BOND is one of an issue of like date and tenor (except as to date of maturity and rate of interest) aggregating the principal sum of Twenty Three Million Two Hundred Fifty Thousand Dollars (\$23,250,000) and was authorized by an election held on the 28th day of August, 2018, at which election a majority of the registered, qualified voters approved the question of incurring indebtedness under Sections 26 and 27 Article X of the Constitution and laws of the State complementary, supplementary and enacted pursuant thereto. The Bonds have been issued for the purposes of (i) constructing, reconstructing and repairing streets (\$13,085,000), (ii) purchasing,

constructing and repairing public safety utilities (\$5,760,000); (iii) purchasing, constructing, and repairing parks and recreation facilities (\$2,585,000), (iv) purchasing, constructing, furnishing and equipping public buildings and facilities (\$1,400,000) and (v) constructing, reconstructing and repairing stormwater facilities (\$420,000), all to be owned exclusively by the City. The proceeds of the Bonds have been placed in a separate special fund to be used only for the purposes for which the issuance of the Bonds was authorized.

No person shall be entitled to any right or benefit provided in this Bond unless the name of such person is registered by the Paying Agent/Registrar on the Registration Record. This Bond shall be transferable only upon delivery of this Bond to the Paying Agent/Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar, duly executed by the Registered Holder hereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. The Paying Agent/Registrar shall not be required to make such transfer after the fifteenth (15th) day of the month preceding any interest payment date until after said latter date. The name of the Registered Holder endorsed hereon shall be deemed the correct name of the owner of this Bond for all purposes whatsoever. The Paying Agent/Registrar will keep the Registration Record open for registration of ownership of Bonds during its normal business hours. In the event of a change in the Paying Agent/Registrar for any reason, notice thereof shall be mailed, by registered or certified United States Mail, postage prepaid, to the Registered Holder at the address shown on the Registration Record, and such notice shall be effective on the date of mailing and sufficient as to all persons.

The Registered Holder of this Bond, upon request in writing, and surrender of this Bond to the Paying Agent/Registrar prior to payment of the entire amount of principal hereof, shall be entitled to be issued, in exchange for this Bond, Bonds in aggregate principal amount equal to the unpaid principal of this Bond in registered Bonds identical herewith except as to respective denominations, in denominations of \$1,000 or multiples thereof.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done precedent to and in the issuance of this bond have been properly done, happened and been performed in regular and due form and time as required by law, and that the total indebtedness of said City, including this bond and the series of which it forms a part, does not exceed any constitutional or statutory limitation; and that due provision has been made for the collection of an annual tax sufficient to pay the interest on this bond as it falls due and also to constitute a sinking fund for the payment of the principal hereof at maturity.

IN WITNESS WHEREOF, the City of Broken Arrow, Oklahoma, has caused this bond to be executed by the facsimile signature of its Mayor, attested by facsimile signature of its Clerk, and the facsimile seal of said City to be facsimile thereon, all as of the 1st day of December, 2019.

(SEAL)
ATTEST:

Mayor

City Clerk

AUTHENTICATION CERTIFICATE

This Bond is one of the General Obligation Bonds, Series 2019A of the City of Broken Arrow, Oklahoma.

Date of Registration and Authentication: _____.

BOKF, NA, Tulsa, Oklahoma,
as Paying Agent/ Registrar

Authorized Officer

STATE OF OKLAHOMA)
) SS
COUNTIES OF TULSA)
 WAGONER)

We, the undersigned, District Attorneys and County Clerks, respectively, of said Counties in said State, in which the within named City is situated, hereby certify that the within bond is one of a series of bonds issued by said City pursuant to law, and that the entire issue of said bonds is within the debt limit imposed upon said City by the Constitution and laws of the State of Oklahoma.

WITNESS our respective hands and the seals of said Counties this 1st day of December, 2019.

County Clerk, Tulsa County,
Oklahoma

(SEAL)

District Attorney, District #14

County Clerk, Wagoner County,
Oklahoma

(SEAL)

District Attorney, District #27

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

I, the undersigned, the duly qualified and acting Finance Director/Treasurer of the within named City, in said County and State, hereby certify that I have duly registered the within bond in my office on this 1st day of December, 2019.

WITNESS my hand the date above written.

Finance Director/Treasurer, City of Broken Arrow,
Oklahoma

STATE OF OKLAHOMA
OFFICE OF THE ATTORNEY GENERAL
BOND DEPARTMENT

_____, 2019

I HEREBY CERTIFY that I have examined a certified copy of the record of proceedings taken preliminary to and in the issuance of the within Bond; that such proceedings and such Bond show lawful authority for the issue and are in accordance with the forms and method of procedure prescribed and provided by me for the issuance of bonds of like kind; and that said bond is a valid and binding obligation according to its tenor and terms.

Attorney General, Ex-Officio Bond Commissioner of
the State of Oklahoma

SECTION 3. That each of said bonds shall be executed by the Mayor by facsimile signature, attested by facsimile signature of the City Clerk and have the corporate seal of the City imprinted thereon by facsimile; that said officers be and are hereby authorized and directed to cause said bonds to be prepared and to execute the same for and on behalf of said City, cause the same to be registered by the Finance Director/Treasurer of the City, endorsed by the District Attorneys and County Clerks of Tulsa County and Wagoner County, Oklahoma, respectively, and presented to the Attorney General, Ex-Officio Bond Commissioner, together with a certified transcript of proceedings had in connection with the issue, for approval and endorsement; that thereafter said bonds shall be delivered to the purchasers upon payment of the purchase price thereof, which shall not be less than par, plus accrued interest.

The proceeds derived from the sale of said bonds shall be placed in a special fund and used solely for the purpose for which said bonds were authorized and issued and for the payment of costs of issuance.

SECTION 4. Whenever any registered Bond or Bonds shall be exchanged for another registered Bond or Bonds of different denomination, the Registrar shall cancel the Bond or Bonds surrendered in such exchange on the face thereof and on the Registration Record. If the supply of registered Bonds for making exchanges shall have been exhausted, the Registrar shall cause additional registered Bonds to be prepared, at the expense of the City. The City covenants that upon request of the Registrar, its appropriate officers promptly will execute such additional registered Bonds on behalf of the City.

SECTION 5. The Paying Agent/Registrar for all registered Bonds issued pursuant to this ordinance shall be BOKF, NA, Tulsa, Oklahoma, which shall maintain a Registration Record for the purpose of registering the name and address of the Registered Holder of each registered Bond. The Registrar will keep the Registration Record open for registrations during its normal business hours. In the event of a change of Registrar, notice thereof shall be mailed, registered or certified United States Mail, postage prepaid, to the Registered Holder of each registered Bond. The name and address of the Registered Holder as the same shall appear on the Registered Record shall be conclusive evidence to all persons and for all purposes whatsoever and no person other than the Registered Holder shown on the Registration Record shall be entitled to any right or benefit in relation to the Bond so registered; provided, that the foregoing shall not apply to any successor by operation of law of such Registered Holder. Registered Bonds shall be transferable only upon delivery of such Bonds to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar, executed by the Registered Holder thereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. If the Form of Assignment on such Bonds is exhausted, such Registered Bonds delivered to the Registrar for registration of transfer shall be cancelled by the Registrar on the face thereof and the Registrar shall authenticate and deliver to the transferee Bonds in aggregate principal amount equal to the unpaid principal of the surrendered Bonds in new registered Bonds, in denominations of \$1,000 or multiples thereof. The Registrar shall not be required to make such transfer after the fifteenth (15th) day preceding any interest payment date until after said latter date.

SECTION 6. That beginning with year 2020, if necessary, a continuing annual tax sufficient to pay the interest on said bonds when due and for the purpose of providing a sinking fund with

which to pay the principal of said bonds when due shall be and is hereby ordered levied upon all taxable property in said City, in addition to all other taxes, said sinking fund to be designated "City of Broken Arrow, Oklahoma, General Obligation Bonds, Series 2019A Sinking Fund". If necessary, said tax shall be and is hereby ordered certified, levied and extended upon the tax rolls and collected by the same officers, in the same manner and at the same time as the taxes for general purposes in each of said years are certified, levied, extended and collected; that all funds derived from said tax shall be placed in said sinking fund, which, together with all interest collected on same, shall be irrevocably pledged to the payment of the interest on and principal of said bonds when and as the same fall due.

SECTION 7. The form of Continuing Disclosure Agreement with respect to the Bonds attached hereto as Exhibit A is hereby approved and the Mayor or, in the event of his absence or incapacity, the Vice-Mayor is hereby authorized to approve such additions, deletions or amendments thereto as such officer shall deem appropriate and to execute and deliver such document, together with all other and further documents, instruments and certificates pertaining to the issuance of the Bonds, for and on behalf of the City.

SECTION 8. It is deemed and hereby declared necessary for the preservation of the public health, peace and safety that said bonds be issued without delay, and to such end this Ordinance shall become operative immediately; wherefore, an emergency is hereby declared to exist and this Ordinance shall be in full force and effect immediately from and after its adoption and approval.

ADOPTED AND APPROVED this 5th day of November, 2019.

Mayor

(SEAL)

ATTEST:

City Clerk

STATE OF OKLAHOMA)
) SS
COUNTY OF TULSA)

I, the undersigned, the duly qualified and acting Clerk of the City of Broken Arrow, Oklahoma, hereby certify that the foregoing is a true and complete copy of an Ordinance authorizing the issuance of Bonds for the purpose therein set out duly adopted by the governing body of said City and Transcript of Proceedings of said governing body at a regular meeting thereof duly held on the date therein set out, insofar as the same relates to the sale of Bonds therein described as the same appears of record in my office.

I further certify that attached hereto are true and complete copies of public notice posted at the entrance to City Hall located at 220 South First Street in said City at least twenty-four (24) hours prior to the meeting wherein said Ordinance was adopted, excluding Saturdays, Sundays and State designated legal holidays.

WITNESS my hand and seal this 5th day of November, 2019.

(SEAL)

City Clerk