City of Broken Arrow

Meeting Agenda

Broken Arrow City Council

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

Tuesday, March 3, 2026 **6:30 PM** **Council Chambers**
220 South 1st Street
Broken Arrow, OK

Amended Agenda

1. Call to Order

2. Invocation

3. Roll Call

4. Pledge of Allegiance to the Flag

5. Consideration of Consent Agenda

A.	26-350	Acknowledgement of upcoming out-of-state travel by City Council Members
B.	26-5	Approval of the City Council Minutes of February 17, 2026
C.	26-346	Approval of the City Council Special Minutes of February 17, 2026
D.	26-305	Acceptance of Planning Commission meeting minutes of January 22, 2026
E.	26-347	Approval of and authorization to execute Budget Amendment Number 24 for Fiscal Year 2026
F.	26-317	Approval of and authorization to execute a 5-year contract with Axon Enterprises for an additional 20 licenses for Evidence.com for the Police and Fire Departments
G.	26-322	Approval of and authorization to renew the annual maintenance for the City's Fortinet firewalls and switches through Chickasaw Telecom, Inc., pursuant to the Oklahoma State Purchasing Contract Fortinet C2020-2
H.	26-319	Approval of and authorization to execute the inter-local agreement between Tulsa County and the City of Broken Arrow regarding cost sharing of pavement rehabilitation of the 111th Street and Garnett Street intersection

I.	26-320	Approval of and authorization to execute the inter-local agreement between Tulsa County and the City of Broken Arrow regarding cost sharing of pavement rehabilitation of the 121st Street and Garnett Street intersection
J.	26-330	Approval of and authorization to execute a Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Volleyball Club for the use of Nienhuis Park Community Center
K.	26-371	Approval and authorization to execute the agreement between High Five Media and the City of Broken Arrow regarding the publication of the 2026 General Obligation Bond Voter Guide and waive the competitive bid process as the agreement is a continuation of an existing contract
L.	26-323	Approval of and authorization to purchase Fortinet Forti Manager for the City's Fortinet firewalls and switches through Chickasaw Telecom, Inc., pursuant to the Oklahoma State Purchasing Contract Fortinet C2020-2
M.	26-338	Approval of and authorization for the purchase and installation of synthetic turf for Country Aire Park from Happy Playgrounds, LLC, pursuant of the PlayPower Sourcewell purchasing contract No. 010521 for the Parks Department
N.	26-352	Approval of and authorization for the purchase and installation of a shelter replacement for Wedgewood Park from Poligon pursuant of the PlayPower Sourcewell purchasing contract No. 010521 for the Parks Department
O.	26-250	Approval of and authorization to execute Change Order No. 1 with Cherokee Pride Construction, Inc. for the Bristol Ponds Stormwater Improvements (SW25080)
P.	26-331	Approval of and authorization to execute Change Order No. 1 between the City of Broken Arrow and Landmark Aquatic to provide Nienhuis Aquatic Facility Pool Painting, (Project No. 2560300), pursuant to the BuyBoard National Purchasing Cooperative Interlocal Participation Agreement
Q.	26-306	Approval of and authorization to execute Change Order No. 2 with Myers-Cherry Construction, LLC for the Operations Center Administration Building Renovation (2317210)
R.	26-253	Approval of and authorization to execute Change Order No. 4 with Scissor Tail Construction LLC for the Broken Arrow Public Safety Complex Fire Department Annex Building project (191711)
S.	26-298	Approval of PR-001291-2024|PT-002600-2026, Conditional Final Plat, The Cedars at the Preserve II, approximately 25.91 acres, 94 Lots, PUD-310 (Planned Unit Development), located one-quarter mile south of Omaha Street (51st Street) on the east side of 37th Street (209th East Avenue)

T. 26-310 Acceptance of a Detention Easement from Rosewood Village Development Company, LLC on property located approximately one-fourth of a mile north of Houston Street (81st Street), east of Aspen Avenue (145th E. Ave) shown as Exhibit A (Section 10, T18N, R14E) (EASE-002077-2025)

U. 26-339 Acceptance of a corrective Utility Easement from Purple Tracts, LLC, an Oklahoma limited liability company, the owner, on property generally located south of Houston Street and east of South 225th East Avenue in Broken Arrow, Oklahoma, located in the Northwest Quarter of Section 16, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma for the Park Lane Lift Station Improvements & Cambridge Estates Relief Line, Parcels 1.1 (Project No. S.24030)

V. 26-337 Acceptance of a Utility Easement consisting of 10,251.29 square feet of utility easement from Darrell Schulze and Mal Ye Schulze, Trustees of the Schulze Family Revocable Trust, Dated April 18, 2016, on property located at 11245 South Elm Place in Broken Arrow, Oklahoma, located in the Northwest Quarter of Section 35, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma for the 16-inch Waterline Loop Elm & Florence, Parcel 5.0 (Project No. WL23090)

W. 26-342 Acceptance of a Utility Easement from Eagle 1 Investments, LLC, on property located approximately one-half mile north of Washington Street (91st Street) and one-half mile west of 23rd Street (193rd E. Ave), as shown in Exhibit A, Broken Arrow, Tulsa County, State of Oklahoma, (Section 13, T18N, R14E), (EASE-002598-2025)

X. 26-343 Acceptance of a Utility Easement from Eagle 1 Investments, LLC, on property located approximately one-half mile north of Washington Street (91st Street) and one-half mile west of 23rd Street (193rd E. Ave), as shown in Exhibit A, Broken Arrow, Tulsa County, State of Oklahoma, (Section 13, T18N, R14E), (EASE-002597-2025)

Y. 26-341 Acceptance of a Utility Easement from Hackberry Market, LLC, on property located northeast of the intersection of West Tucson Street (121st Street) and Aspen Avenue (145th E Ave), as shown in Exhibit A, Broken Arrow, Tulsa County, State of Oklahoma, (Section 34, T18N, R14E), (EASE-002567-2025)

Z. 26-285 Acceptance of a Utility Easement from Jason E. Bradshaw, on behalf of CRP BLDP Aspen Ridge Owner, LLC, on property located approximately one-fifth mile north of the Creek Turnpike and one-quarter mile east of S. Aspen Ave (145th East Ave.) Tulsa County, State of Oklahoma, (Section 34, T18N, R14E) (EASE-002638-2026)

AA. 26-309 Acceptance of a Waterline Easement from Regent Bank on property located one-eighth of a mile south of Albany Street (61st Street) and just west of Elm Place (161st Avenue), Tulsa County, State of Oklahoma, (Section 3, T18N, R14E) (EASE-002517-2025)

AB. 26-321 Ratification of the Claims List Check Register Dated February 23, 2026

6. Consideration of Items Removed from Consent Agenda

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

A. 26-290 Presentation by Oklahoma Municipal League and recognition to City employees for reaching twenty-five years of service

B. 26-86 Update on the 2026 General Obligation Bond Package

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

9. General Council Business

A. 26-286 Consideration, discussion, and possible approval to grant the creation and temporary assignment of the honorary street name of "Joanna Hamilton Cooper Avenue" to the segment of North Date Avenue extending from north to south on Broadway to Kenosha

B. 26-344 Consideration, discussion, and possible approval of PUD-002592-2025 (Planned Unit Development), JCP Expansion, 0.64 acres, CG (Commercial General), located approximately just south of Washington Street (91st Street) and just west of Aspen Avenue (145th East Avenue), major amendment of PUD-50

C. 26-300 Consideration, discussion and possible approval of the Fiscal Year 2025-2027 collective bargaining agreement with the Fraternal Order of Police (FOP) Lodge No. 170

D. 26-327 Acknowledge the FY 2025-2027 updated Collective Bargaining Agreement with the International Association of Firefighters, Local No. 2551

E. 26-291 Consideration, discussion, and possible modification to Request to Appear Forms and Guidelines for City Council meetings and all other City Boards and Commissions meetings adopted by City Council on February 6, 2018, as modified on April 20, 2021, including but not limited to consolidation of the Guidelines providing for a single set to apply to both City Council meetings as well as to meetings of Boards and Commissions; providing for cancelation or suspension of public comment periods; and setting forth criteria to be considered when canceling or suspending public comment periods

10. Preview Ordinances

A. 26-353 Consideration, discussion, and possible preview of Ordinance No. 3907 amending Chapter 21, Streets and Sidewalks, Section 21-12, Allowing construction materials to spill onto public ways, replacing the entire section to address concrete residue/wash water containment, cleanup, and enforcement; severability; declaring an emergency

11. Ordinances

A. 26-288 Consideration, discussion and possible adoption of Ordinance No. 3906, an ordinance amending Chapter 3.5, Airports Heliports, Takeoffs, and Landings of the Broken Arrow Code of Ordinances; amending Section 3.5-2.1, Special use permit for commercial air tour operations; providing for severability; repealing conflicting ordinances; and declaring an emergency

B. 26-289 Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3906; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

12. Remarks and Inquiries by Governing Body Members

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

14. Executive Session

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

A pending eminent domain litigation proceeding, asserted by the City of Broken Arrow against J. Michael Ritze et al.; Tulsa County District Court Case No. CJ-2024-2454, and taking appropriate action in open session, including possible authorization to settle the proceeding, under 25 O.S. §307(B)(4)

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

15. Adjournment

NOTICE:

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

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

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

Exhibits, petitions, pictures, etc., shall be received and deposited in case files to be kept at the Broken Arrow City Hall. If you are a person with a disability and need some accommodation in order to participate in this meeting, please contact the City Clerk at 918-259-2400 Ext. 2110 to make arrangements.

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

A paper copy of this agenda is available upon request.

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

_____
City Clerk

City of Broken Arrow

Request for Action

File #: 26-350, **Version:** 1

Broken Arrow City Council
Meeting of: 03/03/2026

Title:
Acknowledgement of upcoming out-of-state travel by City Council Members

Background:

This item comes before the Council to advise of upcoming out-of-state travel by City Council members for March 2026:

Congressional City Conference is the National League of Cities' conference for local leaders to learn more about the common challenges affecting cities during workshops and general sessions. Conference delegates get specialized training to build leadership skills and conduct productive meetings with federal representatives. This group will have an opportunity to visit Arlington National Cemetery, Lincoln Memorial, Smithsonian Museum as well as a meeting on Capital Hill to advocate for local priorities on a federal level.

On March 13, 2026 through March 19, 2026, Mayor Debra Wimpee, Vice Mayor Johnnie Parks, Council Members Lisa Ford, Justin Green and David Pickel will travel to Washington, D.C. to attend this conference.

Also attending are Mike Godefrin and Lori Hill from City Manager's Office, and seven (7) Youth City Councilors.

Cost: $30,000 (approximate)

Funding Source: General Government

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: None

Recommendation:
Acknowledge upcoming out-of-state travel by City Council members.

City of Broken Arrow

Request for Action

File #: 26-5, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:
Approval of the City Council Minutes of February 17, 2026

Background:
Minutes recorded for the City Council Meeting.

Cost: **Approximately** $48

Funding Source: City Clerk Operational Fund

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: **February 17, 2026 City Council Minutes**

Recommendation:
Approve the minutes of the **February 17, 2026** City Council Meeting.

City of Broken Arrow

Minutes

City Council Meeting

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

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

Tuesday, February 17, 2026 **Time 6:30 p.m.** **Council Chambers**

1. Call to Order

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

2. Invocation

Pastor Andrew Conley led the Invocation.

3. Roll Call

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

4. Pledge of Allegiance to the Flag

The Pledge was led by Council Member David Pickel.

5. Consideration of Consent Agenda

A. 26-4 **Approval of the City Council Minutes of February 03, 2026**

B. 26-261 **Approval of the City Council Special Amended Minutes of January 12, 2026**

C. 26-280 **Acknowledgement of the submittal of the Financial Statements for General Fund, Broken Arrow Municipal Authority, Police Sales Tax Fund, Fire Sales Tax Fund, and Visit Broken Arrow for December 2025**

D. 26-278 **Approval of and authorization to execute Budget Amendment Number 21 for Fiscal Year 2026**

E. 26-251 **Approval of and authorization to execute Amendment 2 to Agreement for Professional Consultant Services with Kimley Horn and Associates, Inc. for the Dallas Street Improvements from Main Street to 9th Street (Project Number ST25320)**

F. 26-252 **Approval of and authorization to execute an Agreement for Professional Consultant Services with Kimley Horn and Associates, Inc. for the College Street Improvements from 9th Street to 15th Street (Project Number ST26020)**

G. 26-242 **Approval of and authorization to execute Amendment 3 to professional Consultant Agreement with Narrate for the design of the Operations Center Administration Building Remodel Project (Project No. 2317210)**

H. 26-240 **Approval of and authorization to execute Agreement for Professional Consulting Services with POE & Associates, Inc. for the design of Channel rehabilitation in the 6100 Business Center (Project Number SW26170)**

I. 26-287 **Approval of and authorization to execute Amendment No. 4 to the Agreement for Professional Consultant Services with STV, Inc. for providing design services on the Houston Street Widening from Olive Avenue to Aspen Avenue project (Project Number ST2029)**

J. 26-273 **Ratification of previous City Council decision regarding the approval of and authorization to execute Interlocal Agreement between Wagoner County and the City of Broken Arrow for Identification of Responsibilities and Duties Regarding the Operations, Maintenance, Construction, and Financial Obligations for Public Rights of Ways with the revised and corrected Exhibit**

K. 26-239 **Notification of City Manager's and Assistant City Manager's execution of Professional Consultant Agreements and Amendments to an Agreement, as well as public Construction Contracts not subject to the Competitive Bid Act, with a Contract value of $50,000 or less**

L. 26-241 **Ratification of prior approval and authorization to award the lowest responsible bid to Gober Construction LLC, and approval and authorization to execute a construction contract for the Old Town Houston Street Storm Water Improvements, Fort Worth Street to South 9th Street (Project SW26010)**

M. 26-260 **Approval of and authorization to execute Resolution No. 1736, a Resolution of Necessity to Condemn Property generally located north of the Creek Turnpike and west of South Aspen Avenue in Broken Arrow, Oklahoma, located in Section 33, Township 18 North, Range 14 East of the Indian Meridian, Tulsa County, Oklahoma, for the Norfolk Drive Extension (Project No. ST26300)**

N. 26-259 **Acceptance of and authorization to execute Change Order No. 1 with Cherokee Pride Construction, Inc. for the Carriage Crossing Residential Rehab Project (ST25310)**

O. 26-263 **Acceptance of a Sewer Easement from Derek S. Storm, on behalf of the Storm Family Revocable Trust, on property located one quarter mile north of New Orleans Street (E. 101st Street S.) on S. 1st Place, Tulsa County, State of Oklahoma, (Section 23, T18N, R14E) (EASE 002663 2026)**

P. 26-279 **Acceptance of a Sidewalk Easement from Gregory S. Brown, on behalf of The Bank N.A., on property located at the northeast corner of Kenosha Street (71st Street) and North 37th Street (209th East Avenue), Wagoner County, State of Oklahoma, (Section 5, T18N, R15E) (EASE 002608 2025)**

Q. 26-238 **Acceptance of a Utility Easement for Parcel 25.0, consisting of 5,126.04 square feet of property and a Temporary Construction Easement for Parcel 25.1, consisting of 3,873.83 square feet of property located at 3151 South 23rd Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 19, Township 18 North, Range 15 East, Wagoner County, Oklahoma, from Justin D. Liekhus and Kendra Liekhus, and authorization of payment in the amount of $30,330.00 for the County Line Trunk Sewer Phase IIB Sanitary Sewer Improvements, Parcels 25.0 and 25.1 (Project No. 2154250)**

R. 26-245 **Approval of and authorization of Final Acceptance for the public improvements at Aspen Ridge Commercial Development, located 5601 South Aspen Avenue**

S. 26-246 **Approval of and authorization of Final Acceptance for the public improvements at Estates at Lynn Lane Phase 2, located at South Lynn Lane Road and New Orleans Street**

T. 26-247 **Approval of and authorization of Final Acceptance for the public improvements at Honey Springs Phase 1, located at 5001 North Aspen Avenue**

U. 26-248 **Approval of and authorization of Final Acceptance for the public improvements at Lynn Oak Apartments located at 1301 North 6th Street**

V. 26-249 **Approval of and authorization of Final Acceptance for the public improvements at Replat Aspen Ridge Lot 4 Block 2 located at 1811 West Norfolk Drive**

W. 26-277 **Ratification of the Claims List Check Register Dated February 9, 2026**

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

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

6. Consideration of Items Removed from Consent Agenda - NONE

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

A. 26-85 **Update on the 2026 General Obligation Bond Package**

City Manager Michael Spurgeon presented Item 26-85 and reported that the public education phase for the 2026 bond package began two weeks ago, with outreach already underway through HOA meetings, PTA gatherings, coaches' meetings, and civic organizations. The main education push runs now through April 7. It includes approximately 30 project videos, four community-wide public meetings, presentations to county commissioners, state legislators, and the Broken Arrow Public Schools Board, as well as social media outreach and two public forums at the Tulsa City-County Library. A bond information booklet will be mailed to households in mid-March to explain the eight propositions in detail. Voters are being reminded they must vote on each proposition individually, including checking both sides of the ballot. Build a Better Broken Arrow is also sharing information, and the Historical Society Museum has unanimously endorsed the package. City Manager Spurgeon emphasized that the bond proposals were shaped by citizen input and that the goal is to ensure voters are well-informed before the April 7 election.

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)

Keith Hays, a citizen of Broken Arrow, clarified that he is not opposed to the LifeRide program but is seeking clarification on its structure and enforcement. He referenced prior concerns raised under Article 2, Section 37 of the Oklahoma Constitution. He noted that the city has maintained LifeRide is a service fee rather than a tax, citing attorney general opinions. Because the matter was not on the agenda, council members stated they could not respond during the meeting. Mr. Hays then outlined factual concerns, stating that LifeRide is described as an emergency medical service program funded by a mandatory monthly charge to all utility customers, regardless of whether they use ambulance services. He

emphasized that residents cannot opt out, that the fee is billed through the city's utility system. That failure to pay can result in a past-due account and potential disconnection of water service, raising concerns about enforcement rather than the program's label. When Mr. Hays's time expired, he stated he would submit his remaining comments in writing.

9. General Council Business

A. 26-284 Consideration, discussion, and possible approval to retain Design Workshop as consultants for the Downtown Master Plan and approve Budget Amendment No. 23

Rocky Henkel, Director of Community Development, presented Item 26-284, a proposal to hire a consultant to develop a new downtown master plan for Broken Arrow, building on the 2005 plan that created the Rose District. The updated plan will cover more than two square miles, extending from Elm to Lynn Lane and from Kenosha to 91st and Washington, and south along First Street to New Orleans, and will guide the next phase of downtown growth and revitalization. After reviewing 12 proposals and interviewing five finalists, the staff recommended Design Workshop, supported by Kimley-Horn and ADG, for their urban design and infrastructure expertise. The 12-month planning process is expected to begin in March 2026 and will be overseen by a City Council-appointed Citizens Advisory Committee. The total cost will not exceed $185,000, funded primarily through the Fiscal Year 2026 Sales Tax Capital Improvement Fund, with a proposed $35,000 budget amendment to cover the remaining gap. Staff recommended approval of the professional services agreement and the associated budget amendment.

MOTION: A motion was made by Justin Green, seconded by David Pickel
Move to Approve Item 26-284, approval to retain Design Workshop as consultants for the Downtown Master Plan, and approve Budget Amendment No. 23
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

10. Preview Ordinances - NONE

11. Ordinances - NONE

12. Remarks and Inquiries by Governing Body Members - NONE

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

City Manager Michael Spurgeon provided an update on a significant water line break that occurred on Monday around 3:00 p.m. on Houston Street between County Line Road and Highway 51, after Kinetic bore crews damaged a major transmission main. The break affected approximately 200 homes in Oak Creek Estates, leaving portions of the subdivision without water. City crews have been working continuously on the repair, though the line's size and orientation have complicated the process. Additional lines were exposed and fittings located to complete repairs, with water service expected to be restored by 7:00 or 8:00 p.m. that evening. Residents were notified, although network outages temporarily disrupted some updates. Officials emphasized that staff have kept residents informed and are addressing concerns about potential further service interruptions, with additional details to be provided by utility staff.

Utilities Director Timothy Robbins explained that city utility locate crews had properly marked the water line in advance of the contractor's work in response to utility dig tickets. Despite those active locates, the boring contractor positioned their rig directly over the marked line and struck it while installing their utility very close to the city's main. Mr. Robbins said the city will coordinate with the Engineering and Construction Department and the utility right-of-way coordinator to review the contractor's approved plans and locates against field conditions. The city will document the incident and bill the responsible party for all related damages and impacts.

City Manager Michael Spurgeon announced that the Fraternal Order of Police has ratified its new contract, and a two-year agreement will be presented at the next council meeting by Kelly Cox, thanking union leadership for productive negotiations. He also highlighted the strong engagement surrounding the downtown advisory update, noting enthusiasm from council members, planning commissioners, and the citizens committee as the city begins shaping the next vision for the Rose District and broader downtown area. Finally, he acknowledged Mr. Hays' comments regarding LifeRide, stating that any submitted questions will be reviewed, answered, and shared with both the council and Mr. Hays.

14. Executive Session

15. Adjournment

The meeting was adjourned at 6:51 p.m.

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

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

_____ _____

Mayor **City Clerk**

City of Broken Arrow

Request for Action

File #: 26-346, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:
Approval of the City Council Special Minutes of February 17, 2026

Background:
minutes recorded for the City Council Special Meeting.

Cost: $0

Funding Source: City Clerk Operational Fund

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: **February 17, 2026 City Council Special Minutes**

Recommendation:
Approve the minutes of February 17, 2026 City Council Special Meeting.

City of Broken Arrow

Minutes

City Council Special Meeting

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

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

Tuesday, February 17, 2026 **Time 5:45 p.m.** **Council Chambers**

1. Call to Order

Mayor Debra Wimpee called the meeting to order at 5:45 p.m.

2. Roll Call

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

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

3. Executive Session

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

1. **A pending investigation and claim, including potential resolution, of a matter involving the tort claim of Miriam Flanagan et al., Tort Claim No. TRT1784.2026, and taking appropriate action in open session, if any, under 25 O.S. §307(B)(4);**

2. **A pending investigation and claim, including potential resolution, of a matter involving the tort claim of Kevin Kidd et al., Tort Claim No. TRT1787.2026, and taking appropriate action in open session, if any, under 25 O.S. §307(B)(4);**

3. **A pending investigation and claim, including potential resolution, of a matter involving the tort claim of Erica Porter et al., Tort Claim No. TRT1568.2025, and taking appropriate action in open session, if any, under 25 O.S. §307(B)(4);**

At approximately 6:09 p.m.Mayor announced return to open session
MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to find executive Session was necessary to process the pending claims and potential litigation.
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to deny the tort claim filed by Miriam Flanagan et al., against the City of Broken Arrow
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

MOTION: A motion was made by Johnnie Parks, seconded by David Pickel
Move to authorize the City Attorney to settle the Tort Claim submitted by Kevin and Debbie Kidd, in the amount recommended by the City Attorney.
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to authorize the City Attorney to settle portions of the Tort Claim submitted by Erica Porter et al., in the amount recommended by the City Attorney.
The motion carried by the following vote**:**

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

4. Adjournment

The meeting was adjourned at 6:10 p.m.

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

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

_____ _____

Mayor **City Clerk**

City of Broken Arrow

Request for Action

File #: 26-305, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:
Acceptance of Planning Commission meeting minutes of January 22, 2026

Background:
The minutes of the Planning Commission meeting held January 22, 2026 were approved by the Planning Commission on February 12, 2026.

Cost: Approximately $40.00

Funding Source: Community Development Operational Fund

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: 01-22-2026 Planning Commission Minutes

Recommendation:
Accept minutes of Planning Commission meeting held January 22, 2026.

City of Broken Arrow

Minutes

Planning Commission

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

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

Thursday, January 22, 2026 **5:30 p.m.** **Council Chambers**

1. Call to Order

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

2. Roll Call

Present: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

3. Old Business

A. 26-196 **Consideration, discussion, and possible action regarding PUD-002550-2025 (Planned Unit Development) and BAZ-002374-2025 (Rezoning), D&B Processing, 9.15 acres, AG (Agricultural) to IL (Industrial Light)/PUD-002550-2025, abrogation of PUD-193, locatedone-half mile south of Washington Street (91st Street), one-half mile east of the Creek Turnpike**

Mackenzie Hackett, Staff Planner, presented Item 26-196, revisions to a request to rezone 9.15 acres from agricultural to light industrial and to replace an older PUD, located south of Washington Street and east of the Creek Turnpike. The Planning Commission had previously raised concerns about screening and fencing. The updated plan keeps the north and east fence standards the same, requires the southern frontage along Gary Street to have an eight-foot opaque metal fence with columns and a gate, and allows the existing western wire fence to remain unless a significant portion of the vegetation buffer between the site and the nearby school is removed, in which case a more substantial wall matching the street-facing style would be required. With these changes, staff stated the request aligns with the comprehensive plan and surrounding land uses and recommended approval of the rezoning and new PUD, along with abrogation of the prior PUD on the property.

The Planning Commission discussed fencing and screening details for the light industrial rezoning and the new PUD, focusing on safety and appearance along Gary Street and at the west property line near a school and the future amphitheater. Council members and the applicant clarified that the existing southern white metal panel fence could either remain—relocated farther from Gary Street to meet code—or be replaced with the redesigned fence, provided it stays uniform and landscaped. Concern about children potentially accessing the site from the west led to agreement that a minimum six-foot fence would be installed along the west property line; it could be chain link or a more opaque/solid style, giving flexibility now and in the future without locking the owner into one material. With those understandings, a motion was made to approve the request per staff recommendation with the added fencing conditions.

MOTION: A motion was made by Jaylee Klempa, seconded by Mindy Payne
Move to Approve Item 26-196 PUD-002550-2025 (Planned Unit Development) and BAZ-002374-2025 (Rezoning), D&B Processing, 9.15 acres, AG (Agricultural) to IL (Industrial Light)/PUD-002550-2025, abrogation of PUD-193, locatedone-half mile south of Washington Street (91st Street), one-half mile east of the Creek Turnpike, with additional condition of 6' opaque or chain link fence being constructed along the west side of the property. The south fence, being the existing fence, moved back 11' or the fence design proposed in the updated PUD
The motion carried by the following vote:

Aye: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

4. **Consideration of Consent Agenda**

A. 26-184 Approval of Planning Commission meeting minutes of January 8, 2026

B. 26-172 Approval of LOT-002611-2025, Arrow Forge Lot Split, 1 lot to 2 lots 29.98 acres, IL Zoning District, located on the south of Florence Street (111st Street) and ¼ mile east of Olive Ave (129th E Avenue)

C. 26-173 Approval of PT-002609-2025|PR-000831-2025, Preliminary Plat Aequitas, 5.86 acres, 5 lots, A-1 (Agricultural) to CH (Commercial Heavy), IL (Industrial Light), RM (Residential Multi-Family) and FD (Floodplain) via BAZ-002280-2025 and PUD-002281-2025, located south of West Tucson Street (121st Street South) and 1/3 mile west of South Elm Place (161st East Avenue)

D. 26-182 Approval of PT-002557-2025|PR-000893-2025, Preliminary Plat for Timber Ridge Crossing, 24.40 acres, 105 lots, A-1 (Agriculture) to RS-4 (Single-Family Residential) via BAZ-001906-2024, located nearly ½ mile south of Albany Street (61st Street), just west of 37th Street (209th E. Avenue).

E. 26-186 Approval of PR-000895-2025|PT-002596-2025, Conditional Final Plat, Brook Chase Phase V, 18.56 acres, 86 Lots, AG (Agricultural) to RS-4 (Single Family Residential) via BAZ-2074, located one-half mile north of Washington Street (91st Street), one-half mile west of 23rd Street (193rd E. Avenue/County Line Road)

F. 26-187 Approval of PR-000768-2024|PT-002601-2025, Conditional Final Plat, The Pines III, 15.83 acres, 67 lots, AG (Agricultural) to RS-P (Single Family Residential - Preservation) via BAZ-2041, at the southwest corner of Omaha Street (51st Street) and 37th Street (209th E. Avenue)

MOTION: A motion was made by Jason Coan, seconded by Jonathan Townsend
Move to Approve Consent Agenda
The motion carried by the following vote:

Aye: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

5. Consideration of Items Removed from Consent Agenda

6. Public Hearings

A. 26-189 Public hearing, consideration, and possible action regarding PUD-002519-2025, major amendment to PUD-307, Aspen Creek Villas, 90.33 acres, Commercial Heavy (CH), located north of Tucson Street (121st Street) and approximately one quarter mile east of Olive Avenue (129th Avenue).

Jose Jimenez, Planner II, presented Item 26-189. This item concerns a significant amendment to PUD 307 for the 90-acre Aspen Creek Villas site north of Tucson Street and east of Olive, where the land is currently unplatted and zoned commercial heavy. Because the amendment would change the underlying zoning, a separate rezoning case must be processed alongside the PUD, which has not yet occurred. As a result, both staff and the applicant requested that the case not be heard now but instead be continued, and staff recommended tabling PUD-002519-2025 to the February 26, 2026, Planning Commission meeting so the required rezoning can be considered together with the PUD.

MOTION: A motion was made by Mindy Payne, seconded by Jaylee Klempa
Move to table Item 26-189 Public hearing, consideration, and possible action regarding PUD-002519-2025, major amendment to PUD-307, Aspen Creek Villas, 90.33 acres, Commercial Heavy (CH), located north of Tucson Street (121st Street) and approximately one quarter mile east of Olive Avenue (129th Avenue), to February 26, 2026, Planning Commission meeting
The motion carried by the following vote:

Aye: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

B. 26-183 Public hearing, consideration, and possible action regarding PUD-002592-2025 (Planned Unit Development), JCP Expansion, 0.64 acres, CG (Commercial General), located approximately just south of Washington Street (91st Street) and just west of Aspen Place (145th East Avenue), major amendment of PUD-50

Jose Jimenez, Planner II, presented Item 26-183. This request is for a significant amendment to PUD 50 on a small, 0.64-acre tract at Brentwood Center just south of Washington and west of Aspen to allow an expansion of an existing building. During site plan review, staff found that the PUD's parking ratio of 1 space per 200 square feet would require 29 spaces, while the site can physically accommodate only 12. Under current zoning code standards for office or professional uses, the requirement would be lower—about 17 spaces—but the applicant had not yet submitted a revised development outline formally addressing the parking and other changes in time for the agenda. Because of that missing documentation, staff recommended continuing PUD-002592-2025 to the February 12, 2026, Planning Commission meeting so the updated plan can be reviewed.
MOTION: A motion was made by Jaylee Klempa, seconded by Mindy Payne
Move to continue Item 26-183 Public hearing, consideration, and possible action

regarding PUD-002592-2025 (Planned Unit Development), JCP Expansion, 0.64 acres, CG (Commercial General), located approximately just south of Washington Street (91st Street) and just west of Aspen Place (145th East Avenue), major amendment of PUD-50 due to a lack of PUD design statement

The motion carried by the following vote:

Aye: 5 - Mindy Payne, Jonathan Townsend, Jaylee Klempa, Jason Coan, Robert Goranson

7. Appeals - NONE

8. General Commission Business - NONE

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

Commissioner Mindy Payne thanked Jose Jimenez, Planner II, for his help. Commissioner Jason Coan wished a safe weekend due to the incoming winter storm.

10. Adjournment

The meeting was adjourned at 5:53 p.m.

MOTION: A motion was made by Mindy Payne, seconded by Robert Goranson
Move to Adjourn

The motion carried by the following vote:

Aye: 4 - Mindy Payne, Jonathan Townsend, Jason Coan, Robert Goranson
Nay: 1- Jaylee Klempa

City of Broken Arrow

Request for Action

File #: 26-347, **Version:** 1

Broken Arrow City Council
Meeting of: 3-3-2026

Title:
Approval of and authorization to execute Budget Amendment Number 24 for Fiscal Year 2026

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

Budget Amendment #24 is to adjust balances of projects from the partial annual reconciliation of 2018 Bond fund availability and projects.

Cost: $2,210,068

Funding Source: 2018 Bond Issue, Fund Balance

Requested By: Cynthia Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Budget Amendment #24 for Fiscal Year 2026

Recommendation:
Approval of and authorization to execute Budget Amendment Number 24 for Fiscal Year 2026.

Fund 593 - 2018 Bond Issue
Budget Amendment #24
Fiscal Year 2026
3/3/2026

Estimated Revenue, Fund Balance or Transfers in

Account Number	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
593-353050	FUND BALANCE	$ 20,276,356	$ (2,210,068)	$ 18,066,288
		$ 20,276,356	**$ (2,210,068)**	**$ 18,066,288**

Appropriations

Account Number	Project	Description	Budget before Amendment	Amount of Amendment	Budget after Amendment
5935300-570080	ST1926	HOUSTON - 9TH/OLD HWY 51	$ -	$ 80,000	$ 80,000
5935300-570150	ST1926	HOUSTON - 9TH/OLD HWY 51	$ 4,205,343.00	$ (82,500)	$ 4,122,843
5935300-570150	ST1928	ELM & NEW ORLEANS	$ -	$ 627	$ 627
5935300-570160	ST1929	9TH & KENOSHA	$ 18,175.00	$ (18,175)	$ -
5935300-570160	ST1930	9TH & HILLSIDE DR	$ -	$ 18,175	$ 18,175
5935300-570160	ST1931	23RD - OMAHA/ALBANY	$ -	$ 207	$ 207
5935300-570150	ST1933	REHAB RESIDENTAL STREETS	$ 6,681,524.00	$ 1,645,300	$ 8,326,824
5935300-570150	2352120	RESIDENTAL STREETS CONCRETE PANEL R	$ 49,245.00	$ (355)	$ 48,890
5935300-570150	2453170	WOLF CREEK ESTATES	$ 95,159.00	$ (50,550)	$ 44,609
5935300-570150	ST1914	CEDAR SPRINGS	$ -	$ 1,470	$ 1,470
5935300-570150	ST22260	SOUTHBROOK CONCRETE PANEL	$ -	$ 22,134	$ 22,134
5935300-570160	ST24150	OAKTREE ESTATES	$ 15,900.00	$ 26,185	$ 42,085
5935300-570160	ST25310	CARRIAGE CROSSING RES ROADWAY REHAB	$ 6,449.00	$ (351)	$ 6,098
5935300-570080	ST2027	9TH - HOUSTON/WASHINGTON	$ -	$ 158,855	$ 158,855
5935300-570150	ST2027	9TH - HOUSTON/WASHINGTON	$ 3,681,301.00	$ (277,030)	$ 3,404,271
5935300-570150	ST2028	HOUSTON - GARNETT/OLIVE	$ 2,764,544.00	$ 150,108	$ 2,914,652
5935300-570160	ST2029	HOUSTON - OLIVE/ASPEN	$ 25,079.00	$ (18,800)	$ 6,279
5935300-570150	ST2030	WASHINGTON & ASPEN INTERS	$ -	$ 445,876	$ 445,876
5935300-570080	ST2031	ASPEN - TUCSON/WEST SHREVEPORT	$ 253,800.00	$ 361,097	$ 614,897
5935300-570150	ST2031	ASPEN - TUCSON/WEST SHREVEPORT	$ 6,055,979.00	$ (472,705)	$ 5,583,274
5935300-570090	ST20311	ASPEN TUCSON/SHREVEPORT	$ -	$ 111,176	$ 111,176
5935300-570080	ST23280	9TH/WASHINGTON-NEW ORLEANS	$ 620,000.00	$ (56,872)	$ 563,128
5935300-570150	201710	GATEWAY PROJECT	$ 991,443.00	$ (20,080)	$ 971,363
5935300-570160	2552170	TRANSPORTATION PLANNING SUPPORT	$ 176,410.00	$ 800	$ 177,210
5935300-570150	ST1413	37TH/HOUSTON-ALBANY	$ -	$ 498,066	$ 498,066
5935300-570150	ST1209	NEW ORLEANS: ASPEN/OLIVE	$ -	$ 5,405	$ 5,405
5935300-570150	ST1941	NEW ORLEANS SIDEWALK	$ -	$ 17,156	$ 17,156
5935300-570150	ST1943	23RD/LIBERTY TRAIL - 115TH	$ -	$ 95	$ 95
5935300-570150	ST2035	ALBANY/23RD-37TH	$ 68,845.00	$ 146,968	$ 215,813
5935300-570150	ST21380	NEW ORLEANS/209TH-217TH	$ -	$ 254,425	$ 254,425
5935300-570160	ST23230	EAST SIDE INDUSTRIAL PARK ACCESS	$ 246,587.00	$ (164,014)	$ 82,573
5935300-570160	ST24210	23RD/ALBANY-KENOSHA	$ 55,000.00	$ 4,050	$ 59,050
5935300-570160	ST24220	23RD/WASHINGTON INTERSECTION	$ 842,107.00	$ (2,000)	$ 840,107
5935300-570150	ST1936	DOWNTOWN INFASTRUCTURE	$ 2,133,496.00	$ (7,800)	$ 2,125,696
5935300-570150	ST25190	ROSE DISTRICT ALLEYWAY-MAIN 1ST/EL	$ 17,200.00	$ 165	$ 17,365
5935300-570150	ST22290	INNOVATION DISTRICT IMPROVEMENTS	$ 4,677,383.00	$ (8,330)	$ 4,669,053
5933501-570150	203530	FIRE STATION 7	$ -	$ 85,660	$ 85,660
5933501-570020	203531	FIRE TRUCKS & AMBULANCES	$ 344,737.00	$ 953	$ 345,690
5933501-570150	2235100	CITY WIDE SIREN IMPROVEMENTS	$ -	$ 26,372	$ 26,372
5931700-570150	191711	RENOVATION OF OUTBUILDING AT PSC FOR EMS	$ 190,914.00	$ 9,086	$ 200,000
5933501-570150	163511	FIRE STATION #3 REPLACE	$ -	$ 55,640	$ 55,640
5936000-570150	176037	CHISHOLM TRAIL - ADULT 5 PL	$ -	$ (180)	$ (180)
5936000-570150	196028	WOLF CREEK PARK - PAVILION	$ -	$ 1,451	$ 1,451
5936000-570150	196030	ISSC - SHADE STRUCTURES	$ -	$ (43,213)	$ (43,213)
5936000-570150	196031	ELAM PARK (PARK - SW BROKEN ARROW)	$ -	$ (221,605)	$ (221,605)
5936000-570150	196032	BA CREEK TRAIL PHASE II	$ 15,164.00	$ 4,831	$ 19,995
5936000-570150	206032	NIENHUIS PARK IMPROVEMENT	$ 355,500.00	$ (50,000)	$ 305,500
5936000-570150	206038	ARROWHEAD PARK RESTROOMS	$ -	$ 8,803	$ 8,803
5936000-570150	2160360	ARROWHEAD PARK SHADE STRUCTURES	$ -	$ 35,148	$ 35,148
5936000-570160	2160420	ISSC - SOCCER FIELD TURF	$ -	$ 96,626	$ 96,626
5936000-570150	2260370	NEINHUIS PARK PEDESTRIAN TRAIL	$ 187,883.00	$ 106,131	$ 294,014
5936000-570150	166024	37TH ST DETENTION PARK	$ -	$ 2,725	$ 2,725
5936000-570150	196024	HIGHLAND PARK: RUGBY FIELD/PLAYGRO	$ 199,114.00	$ 701	$ 199,815
5936000-570150	206039	BATTLE CREEK IRRIGATION	$ 221,812.00	$ (31,142)	$ 190,670
5936000-570150	2152330	EVENTS PARK ROADWAY EXTENSION	$ -	$ 93,869	$ 93,869
5936000-570150	2260290	EXPAND EXISTING PARK AT JACKSON	$ -	$ (17,778)	$ (17,778)
5936000-570150	2360450	CENTRAL PARK ROSE GARDEN	$ 19,103.00	$ (10,813)	$ 8,290

5936000-570150	2460360	NEINHUIS PARK-SYNTHETIC TURF	$	2,966,499.00	$	(1,300,000)	$	1,666,499
5936000-570160	2460360	NEINHUIS PARK-SYNTHETIC TURF	$	306,200.00	$	(260,399)	$	45,801
5931700-570150	191718	ARMED FORCES MEETING HALL	$	-	$	104,299	$	104,299
5931700-570150	191719	SENIOR CITIZEN ACT CENTER	$	-	$	305,238	$	305,238
5931700-570170	191720	LAND - SENIOR CITIZEN CENTER	$	-	$	(3,570)	$	(3,570)
5931700-570150	2217090	CITY MAINTENANCE FACILITY RENOVATIO	$	379,314.00	$	(71,523)	$	307,791
5931700-570160	2217090	CITY MAINTENANCE FACILITY RENOVATIO	$	1,351,109.00	$	(95,274)	$	1,255,835
5931700-570150	161715	ARTS CENTER	$	-	$	18,343	$	18,343
5931700-570170	191721	SOFTWARE UPGRADE - CITY FAC	$	606,617.00	$	466,168	$	1,072,785
5931700-570190	2112130	SOFTWARE UPGRADE FOR CITY FACILITIE	$	231,165.00	$	124,743	$	355,908
			$	-			$	-
			$	**41,056,100**	**$**	**2,210,068**	**$**	**43,266,168**

Explanation

The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action. Budget Amendment #24 is to adjust balances of projects from the partial annual reconciliation of 2018 Bond fund availability and projects.

Approved by City Council
Tuesday, March 3, 2026

Attest by Clerk

Mayor, Debra Wimpee

Curtis Green

City of Broken Arrow

Request for Action

File #: 26-317, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:

Approval of and authorization to execute a 5-year contract with Axon Enterprises for an additional 20 licenses for Evidence.com for the Police and Fire Departments

Background:
The police department recently moved to Evidence.com. Evidence.com allows for the direct upload of assets (photos, videos, surveillance footage, etc.) to their secure cloud-based digital evidence system. Following the recent transition, the demand for additional licenses has increased.

These additional 20 licenses will provide coverage for Animal Control (8), the Fire Marshals (7), and City Legal (1), as well as having four extra licenses available for contingencies. These licenses will enable these groups to access and fully leverage the capabilities of Evidence.com.

The first year's cost is $9,540.61, with $4095.00 allocated to the Fire Department. The total cost over the five-year term is $51,675.00.

Cost: $51,675.00 (FY 26 Cost - $9,540.61)

Funding Source: Police & Fire Departmental Operational Budgets

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: Axon Enterprises Quote Q-812546-46073JK

Recommendation:
Approve of and authorize to enter a contract with Axon for an additional 20 licenses for Evidence.com for the Police and Fire Departments

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-812546-46073JK

Issued: 02/20/2026

Quote Expiration: 02/27/2026

Estimated Contract Start Date: 04/01/2026

Account Number: 110078

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
City of Broken Arrow Police Dept. 1700 W Detroit St Broken Arrow, OK 74012-3623 USA	City of Broken Arrow Police Dept. - OK PO Box 610 Broken Arrow OK 74013-0610 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jared Klajnbart Phone: (757) 869-2811 Email: jklajnbart@axon.com Fax:	Thomas Cooper Phone: 9184518200 Email: tcooper@brokenarrowok.gov Fax:

Quote Summary

Program Length	53 Months
TOTAL COST	$51,675.00
ESTIMATED TOTAL W/ TAX	$51,675.00

Discount Summary

Average Savings Per Year	($124.80)
TOTAL SAVINGS	($551.20)

Payment Summary

Date	Subtotal	Tax	Total
Apr 2026	$9,540.61	$0.00	$9,540.61
Aug 2026	$9,922.23	$0.00	$9,922.23
Aug 2027	$10,319.12	$0.00	$10,319.12
Aug 2028	$10,731.88	$0.00	$10,731.88
Aug 2029	$11,161.16	$0.00	$11,161.16
Total	**$51,675.00**	**$0.00**	**$51,675.00**

Quote Unbundled Price:	**$51,123.80**
Quote List Price:	**$51,123.80**
Quote Subtotal:	**$51,675.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
ProLicense	Pro License Bundle	20	53		$48.23	$48.75	$51,675.00	$0.00	$51,675.00
Total							**$51,675.00**	**$0.00**	**$51,675.00**

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	60	04/01/2026	08/31/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	20	04/01/2026	08/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1700 W Detroit St	Broken Arrow	OK	74012-3623	USA

Payment Details

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	ProLicense	Pro License Bundle	20	$9,540.61	$0.00	$9,540.61
Total				**$9,540.61**	**$0.00**	**$9,540.61**

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	ProLicense	Pro License Bundle	20	$9,922.23	$0.00	$9,922.23
Total				**$9,922.23**	**$0.00**	**$9,922.23**

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	ProLicense	Pro License Bundle	20	$10,319.12	$0.00	$10,319.12
Total				**$10,319.12**	**$0.00**	**$10,319.12**

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	ProLicense	Pro License Bundle	20	$10,731.88	$0.00	$10,731.88
Total				**$10,731.88**	**$0.00**	**$10,731.88**

Aug 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	ProLicense	Pro License Bundle	20	$11,161.16	$0.00	$11,161.16
Total				**$11,161.16**	**$0.00**	**$11,161.16**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Signature

Date Signed

2/20/2026



City of Broken Arrow

Request for Action

File #: 26-322, **Version:** 1

Broken Arrow City Council
Meeting of: 3/3/2026

Title:
Approval of and authorization to renew the annual maintenance for the City's Fortinet firewalls and switches through Chickasaw Telecom, Inc., pursuant to the Oklahoma State Purchasing Contract Fortinet C2020-2

Background:
This is for the funding of the City's annual maintenance of Fortinet firewalls and switches. The maintenance is purchased through Chickasaw Telecom, an authorized reseller of Fortinet products.

Chickasaw Telecom is an approved vendor on the Oklahoma state contract and authorized for services under City ordinance per Section 2-27 of the Broken Arrow Code allowing exceptions to the established competitive bidding process.

Cost: $5090.79

Funding Source: IT Department Operation Expense Budget# 1101200 540550

Requested By: Scott Carr, Information Technology Director

Approved By: City Manager's Office

Attachments: See attached

Recommendation:
Approval of and authorization to renew the City's Fortinet firewalls and switches through Chickasaw Telecom, Inc., pursuant to the Oklahoma State Purchasing Contract Fortinet C2020-2

Chickasaw TELECOM, INC.
www.chickasawtel.com

Quotation

Date February 25, 2026
Quotation # 40254
Customer #

5115 South 110th East Avenue
Tulsa, OK 74146
Telephone (918) 663-3565 Fax (918) 664-6590

Bill To Information:

Customer Name City of Broken Arrow
Contact Name Phil Morris
Street Address 220 South First Street
City, State & Zip Code Broken Arrow, OK 74012
Telephone Number (918) 259-2400
Fax Number
E-mail Address pmorris@brokenarrowok.gov

Quotation valid until: March 27, 2026
Prepared by: Darin Dout
Payment Terms: Due upon receipt of goods

Special Comments: Fortinet Support Renewal

STATE CONTRACT: FortiNet C2020-2

Product Serial #	Product Description	Qty.	Unit List Price	Start Dates	Customer Discount	Customer Unit Price	Customer Extended Price
	Equipment and Software				**15.00%**		
S148FFTF24049999	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	12.30	2026/08/12	1.85	10.46	10.46
S148FFTF24042312	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	11.62	2026/08/13	1.74	9.88	9.88
S148FFTF24042226	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	12.30	2026/08/12	1.85	10.46	10.46
S148FFTF24042189	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	12.30	2026/08/12	1.85	10.46	10.46
FP231K5N25035731	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	3.89	2026/08/01	0.58	3.31	3.31
FP231GTF2409AKX7	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	14.00	2026/04/21	2.10	11.90	11.90
FP231GTF2409AKW4	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	14.00	2026/04/21	2.10	11.90	11.90
FP231GTF2409AKTM	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	14.00	2026/04/21	2.10	11.90	11.90
FP231GTF2409AKTH	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	14.00	2026/04/21	2.10	11.90	11.90
FP231GTF2409AKTG	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	14.00	2026/04/21	2.10	11.90	11.90
FP231GTF2409AKT8	24x7 Email,24x7 Comprehensive Support,Advance HW, Firmware and General Updates	1	14.00	2026/04/21	2.10	11.90	11.90
FG4H1FT923905568	Enterprise ProtectionAV,FortiGuard IPS Service,FortiGuard URL, DNS & Video Filtering Service,AS,FortiGuard Attack Surface Security Service,FortiGate Configuration Conversion Service,24x7 Email,24x7 Comprehensive Support,Advance HW,FortiGuard AI-based Inline Malware Prevention,FortiGuard Data Loss Prevention Service,Firmware & General Updates	1	992.06	2026/08/01	148.81	843.25	843.25
FG4H1FT923905138	Enterprise ProtectionAV,FortiGuard IPS Service,FortiGuard URL, DNS & Video Filtering Service,AS,FortiGuard Attack Surface Security Service,FortiGate Configuration Conversion Service,24x7 Email,24x7 Comprehensive Support,Advance HW,FortiGuard AI-based Inline Malware Prevention,FortiGuard Data Loss Prevention Service,Firmware & General Updates	1	992.06	2026/08/01	148.81	843.25	843.25
FG201FT922926292	UTM Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services)AV,FortiGuard IPS Service,FortiGuard URL, DNS & Video Filtering Service,AS,24x7 Email,24x7 Comprehensive Support,Advance HW,Firmware & General Updates	1	611.32	2026/07/11	91.70	519.62	519.62
FG201FT922923854	UTM Protection (24x7 FortiCare plus Application Control, IPS, AV, Web Filtering and Antispam Services)AV,FortiGuard IPS Service,FortiGuard URL, DNS & Video Filtering Service,AS,24x7 Email,24x7 Comprehensive Support,Advance	1	1,907.38	2026/03/01	286.11	1,621.27	1,621.27

	HW,Firmware & General Updates						
FCTEMS8825008370	24x7 FC support ZTNA	1	1,104.90	2026/07/03	165.74	939.17	939.17
FAC-VMTM25004245	24x7 Email,24x7 Comprehensive Support,Firmware & General Updates	1	245.03	2026/07/03	36.75	208.28	208.28

				Sub Total Equipment and Software			**$ 5,090.79**
				Miscellaneous	**100.00%**		
				Sub Total Misc.		$ -	$ -
					$ -	$ -	$ -
							$ -
							$ -
CTI-INST-LBR	Installation, Configuration and Training (Not Requested)					$ -	
	THANK YOU FOR YOUR BUSINESS					**TOTAL**	**$ 5,090.79**

Ship To Information:

Customer Name City of Broken Arrow
Contact Name Phil Morris
Street Address 220 South First Street
City, State & Zip Code Broken Arrow, OK 74012
Telephone Number (918) 259-2400
Fax Number
E-mail Address pmorris@brokenarrowok.gov

If you have a project deadline please let us know when you place the order.

Account Manager: Darin Dout
Direct Telephone # : 1-918-663-3565
Fax # : 1-918-664-6590
Federal Identification # : 73-1354410
Service Provider ID (**SPIN**) # : 143028698

** Lead time is a Cisco estimate in business days plus shipping.*
All Sales are final. No returns without Manufacturer's approval.

City of Broken Arrow

Request for Action

File #: 26-319, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:

Approval of and authorization to execute the inter-local agreement between Tulsa County and the City of Broken Arrow regarding cost sharing of pavement rehabilitation of the 111th Street and Garnett Street intersection

Background:
The Florence Street, also known as 111th Street, and Garnett Street intersection is the shared corner where Tulsa County, City of Bixby, and City of Broken have Section(s) (in the Township Range system) of ownership. The roadway surface of the intersection requires improvements including patching of the failing sections and overlaying asphalt on the existing pavement.

The purpose of the interlocal agreement outlines the responsibilities of the City of Broken Arrow and Tulsa County on the project. Tulsa County will perform the asphalt paving operations, and the City of Broken Arrow will reimburse Tulsa County 50% of the actual costs, not to exceed $30,000 as Broken Arrow has ownership of two of the four corners of the intersection.

The City of Bixby has a separate agreements pending with Tulsa County for 25% of the actual costs. Tulsa County will be responsible for the remaining portion of the construction.

Cost: $30,000

Funding Source: Street Sales Tax

Requested By: Tim Wilson, Director of Streets and Stormwater

Approved By: City Manager's Office

Attachments: Inter-local Agreement

Recommendation:
Approve the inter-local agreement between Tulsa County and the City of Broken Arrow and authorize its execution

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BROKEN ARROW AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TULSA, OKLAHOMA FOR THE MILL & OVERLAY OF THE 111th ST S & S GARNETT RD INTERSECTION

This Agreement, by and between the Board of County Commissioners of the County of Tulsa, Oklahoma, hereinafter called "County" and the City of Broken Arrow, Oklahoma, hereinafter called "City"; collectively referred to as “Parties”.

Witnesseth:

Whereas, 69 O.S., 2021, Section 1903, authorizes the Board of County Commissioners to enter into Agreements with municipalities to construct, improve, and repair any of the streets of such municipalities, and;

Whereas, the County desires to participate in projects and to provide services that are mutually advantageous to the County and other units of government;

Therefore, in consideration of the covenants and conditions below, the Parties hereto agree as follows:

1. This Agreement shall be for the milling and asphalt overlay of the 111th St S & S Garnett Rd intersection (“Project”) as shown in the attached Exhibit A.

2. Materials, equipment and labor including traffic control necessary to prepare and complete the Project shall be the responsibility of the County.

3. Upon project completion, County will invoice the City with Net 30 terms and City shall reimburse the County for 50% of the actual costs incurred by the County for the Project, not to exceed $30,000.00 without written amendment agreed to and signed by both parties.

4. Unless terminated earlier, this Agreement shall be effective from and after the date of execution until the project is complete.

5. County will provide a minimum of thirty (30) calendar days’ notice to City prior to the start of the Project.

6. The rights, duties, and obligations under or arising from this Agreement shall not be assigned by either party hereto without the express written consent of the other.

7. City and County agree that work performed by each party to prepare and complete the Project is the sole responsibility and liability of each individual party as provided by and subject to applicable law, including the Oklahoma Governmental Tort Claims

Act, 51 O.S. § 151 et seq. Furthermore, City acknowledges and agrees that the County provides no express or implied warranties or guarantees regarding the durability or longevity of the finished Project beyond the exercise of ordinary card and compliance with applicable engineering standards and specifications.

8. This Agreement may be terminated or canceled by either party with or without cause, upon thirty-days (30) written notice of intention to terminate to the authorized representative of each party signed below. In the event this Agreement is terminated or canceled by either party, City shall compensate the County only for services performed and materials purchased up to the date of termination and/or cancellation.

9. Any modifications to this Agreement must be made by written amendment agreed to and signed by both Parties.

10. Non-Appropriation. Notwithstanding any other provision of this Agreement, the obligations of the City are contingent upon the annual appropriation of funds sufficient to fulfill the City's obligations hereunder. In the event the City Council fails to appropriate sufficient funds for any fiscal year, City may terminate this Agreement effective at the end of the fiscal year for which funds were last appropriated by providing written notice to County. Upon such termination, City shall have no further obligation under this Agreement except to pay its share of the cost of services performed and materials purchased by County prior to the effective date of termination.

11. Governing Law; Venue; No Waiver of Immunity. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. The Parties agree that the state district courts located in Tulsa County or Wagoner County, Oklahoma shall have exclusive jurisdiction and venue over any action arising out of or relating to this Agreement. Nothing in this Agreement shall be construed as a waiver by the City or County of any rights, defenses, limitations of liability, or immunities provided under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., or any other applicable law.

12. Governmental Tort Claims Act; No Waiver. The Parties acknowledge and agree that each is a political subdivision of the State of Oklahoma and that nothing in this Agreement shall be construed as a waiver of any rights, defenses, limitations of liability, or immunities provided under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., or any other applicable law. Any liability of either Party arising under this Agreement shall be subject to and limited by such laws.

13. Insurance and Self-Insurance. Each Party shall be responsible for providing workers' compensation coverage, liability coverage, and any other insurance or self-insurance it deems necessary for its own officers, employees, agents, and equipment engaged

in the performance of this Agreement, consistent with applicable Oklahoma law. Neither Party shall be required to name the other as an additional insured.

14. Public Records. The Parties acknowledge that records of the City and the County may be subject to the Oklahoma Open Records Act, 51 O.S. § 24A.1 et seq. Nothing in this Agreement shall be construed to limit the City's or County's obligations or discretion to disclose records as required by law.

Approved by the City Council of the City of Broken Arrow this _____ day of _____, 2026.

City of Broken Arrow:

BY: _____
Debra Wimpee, Mayor

Attest:

BY: _____
Curtis Green, City Clerk

Approved as to Form:

BY: D. Graham Parker
D. Graham Parker, City Attorney

Approved by the Board of County Commissioners of the County of Tulsa, Oklahoma this _____ day of _____, 2026.

Tulsa County:

BY: _____
Kelly Dunkerley, Chairman

Attest:

BY: _____
Michael Willis, County Clerk

Approved as to Form:

BY: _____
Andrew Mihelich, Assistant District Attorney

City of Broken Arrow

Request for Action

File #: 26-320, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:

Approval of and authorization to execute the inter-local agreement between Tulsa County and the City of Broken Arrow regarding cost sharing of pavement rehabilitation of the 121st Street and Garnett Street intersection

Background:
The Jasper Street, also known as 121st Street, and Garnett Street intersection is the shared corner where Tulsa County, City of Bixby, and City of Broken have Section(s) (in the Township Range system) of ownership. The roadway surface of the intersection requires improvements including patching of the failing sections and overlaying asphalt on the existing pavement.

The purpose of the interlocal agreement outlines the responsibilities of the City of Broken Arrow and Tulsa County on the project. Tulsa County will perform the asphalt paving operations, and the City of Broken Arrow will reimburse Tulsa County 25% of the actual costs, not to exceed $15,000.

The City of Bixby has a separate agreement pending with Tulsa County for 50% of the actual costs. Tulsa County will be responsible for the remaining portion of the construction.

Cost: $15,000

Funding Source: Street Sales Tax

Requested By: Tim Wilson, Director of Streets and Stormwater

Approved By: City Manager's Office

Attachments: Inter-local Agreement

Recommendation:
Approve the inter-local agreement between Tulsa County and the City of Broken Arrow and authorize its execution

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BROKEN ARROW AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TULSA, OKLAHOMA FOR THE MILL & OVERLAY OF THE 121st ST S & S GARNETT RD INTERSECTION

This Agreement, by and between the Board of County Commissioners of the County of Tulsa, Oklahoma, hereinafter called "County" and the City of Broken Arrow, Oklahoma, hereinafter called "City"; collectively referred to as “Parties”.

Witnesseth:

Whereas, 69 O.S., 2021, Section 1903, authorizes the Board of County Commissioners to enter into Agreements with municipalities to construct, improve, and repair any of the streets of such municipalities, and;

Whereas, the County desires to participate in projects and to provide services that are mutually advantageous to the County and other units of government;

Therefore, in consideration of the covenants and conditions below, the Parties hereto agree as follows:

1. This Agreement shall be for the milling and asphalt overlay of the 121st St S & S Garnett Rd intersection (“Project”) as shown in the attached Exhibit A.

2. Materials, equipment and labor including traffic control necessary to prepare and complete the Project shall be the responsibility of the County.

3. Upon project completion, County will invoice the City with Net 30 terms and City shall reimburse the County for 25% of the actual costs incurred by the County for the Project, not to exceed $15,000.00 without written amendment agreed to and signed by both parties.

4. Unless terminated earlier, this Agreement shall be effective from and after the date of execution until the project is complete.

5. County will provide a minimum of thirty (30) calendar days’ notice to City prior to the start of the Project.

6. The rights, duties, and obligations under or arising from this Agreement shall not be assigned by either party hereto without the express written consent of the other.

7. City and County agree that work performed by each party to prepare and complete the Project is the sole responsibility and liability of each individual party as provided by and subject to applicable law, including the Oklahoma Governmental Tort Claims

Act, 51 O.S. § 151 et seq. Furthermore, City acknowledges and agrees that the County provides no express or implied warranties or guarantees regarding the durability or longevity of the finished Project beyond the exercise of ordinary card and compliance with applicable engineering standards and specifications.

8. This Agreement may be terminated or canceled by either party with or without cause, upon thirty-days (30) written notice of intention to terminate to the authorized representative of each party signed below. In the event this Agreement is terminated or canceled by either party, City shall compensate the County only for services performed and materials purchased up to the date of termination and/or cancellation.

9. Any modifications to this Agreement must be made by written amendment agreed to and signed by both Parties.

10. Non-Appropriation. Notwithstanding any other provision of this Agreement, the obligations of the City are contingent upon the annual appropriation of funds sufficient to fulfill the City's obligations hereunder. In the event the City Council fails to appropriate sufficient funds for any fiscal year, City may terminate this Agreement effective at the end of the fiscal year for which funds were last appropriated by providing written notice to County. Upon such termination, City shall have no further obligation under this Agreement except to pay its share of the cost of services performed and materials purchased by County prior to the effective date of termination.

11. Governing Law; Venue; No Waiver of Immunity. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. The Parties agree that the state district courts located in Tulsa County or Wagoner County, Oklahoma shall have exclusive jurisdiction and venue over any action arising out of or relating to this Agreement. Nothing in this Agreement shall be construed as a waiver by the City or County of any rights, defenses, limitations of liability, or immunities provided under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., or any other applicable law.

12. Governmental Tort Claims Act; No Waiver. The Parties acknowledge and agree that each is a political subdivision of the State of Oklahoma and that nothing in this Agreement shall be construed as a waiver of any rights, defenses, limitations of liability, or immunities provided under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., or any other applicable law. Any liability of either Party arising under this Agreement shall be subject to and limited by such laws.

13. Insurance and Self-Insurance. Each Party shall be responsible for providing workers' compensation coverage, liability coverage, and any other insurance or self-insurance it deems necessary for its own officers, employees, agents, and equipment engaged

in the performance of this Agreement, consistent with applicable Oklahoma law. Neither Party shall be required to name the other as an additional insured.

14. Public Records. The Parties acknowledge that records of the City and the County may be subject to the Oklahoma Open Records Act, 51 O.S. § 24A.1 et seq. Nothing in this Agreement shall be construed to limit the City's or County's obligations or discretion to disclose records as required by law.

Approved by the City Council of the City of Broken Arrow this _____ day of _____, 2026.

City of Broken Arrow:

BY: _____
Debra Wimpee, Mayor

Attest:

BY: _____
Curtis Green, City Clerk

Approved as to Form:

BY: D. Graham Parker
D. Graham Parker, City Attorney

Approved by the Board of County Commissioners of the County of Tulsa, Oklahoma this _____ day of _____, 2026.

Tulsa County:

BY: _____
Kelly Dunkerley, Chairman

Attest:

BY: _____
Michael Willis, County Clerk

Approved as to Form:

BY: _____
Andrew Mihelich, Assistant District Attorney

City of Broken Arrow

Request for Action

File #: 26-330, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2025

Title:

Approval of and authorization to execute a Parks and Recreation Use Agreement between the City of Broken Arrow and the Broken Arrow Volleyball Club for the use of Nienhuis Park Community Center

Background:
The attached use agreement grants a non-exclusive license to allow Broken Arrow Volleyball Club (BAVC) to use the Nienhuis Park Community Center Gym Annex (Premises) located within the City of Broken Arrow. The use of the Premises is to allow BAVC, a registered non-profit organization, to operate a youth volleyball league. This will be the eleventh year BAVC has operated a youth volleyball league at Premises.
Use agreement highlights:

- BAVC will pay a sum of $10 per gym per hour to the City of Broken Arrow.
- BAVC will pay a sum of $10 per room per hour at Premises to the City of Broken Arrow.
- BAVC will supply their own support personnel including but not limited to referees, volunteers, and coaches.
- All coaches and volunteers will undergo a criminal background screening according to the Parks and Recreation Criminal Background Check Policy.
- BAVC's term for usage will commence upon approval and end on March 31, 2027.

Cost: $0

Funding Source: N/A

Requested By: Matt Hendren, Parks and Recreation Director

Approved By: City Manager's Office

Attachments: Signed BAVC Contract 2026-2027

Recommendation:

CITY OF BROKEN ARROW
PARKS AND RECREATION USE AGREEMENT

This Agreement is entered by and between the City of Broken Arrow, Oklahoma, a municipal corporation **(CITY)** and the Broken Arrow Volleyball Club, Inc. a registered 501(c)(3) **(BAVC)**.

I. LICENSE

CITY grants a non-exclusive license and agrees to allow **BAVC** to use facilities in the **CITY** more commonly known as the Nienhuis Park Community Center (NPCC) Gym Annex located at 3201 N. 9th Street **(PREMISES).** The license granted shall include only the designated areas of the NPCC Gym Annex building known as Gym #1 and #2, including the shared storage room and restroom areas. **Exhibit A** is **BAVC** usage schedule for **PREMISES**.

As partial consideration for this Agreement, **BAVC** agrees to and shall comply with the **CITY'S** Parks and Recreation Criminal Background Check Policy for Youth Sports Managers and/or Coaches. A copy of which has been previously provided to **BAVC** and is available at the City Clerk's office.

BAVC agrees to pay the **CITY** ten dollars ($10) per gym per hour for the **PREMISES** used during the life of this contract. **BAVC** agrees to pay the **CITY** ten dollars ($10) per room per hour for the Nienhuis Recreation Room, Large Meeting Room, and Study Room used on the listed dates in **Exhibit A** during the life of this contract. Payment shall be due 30 days after each **BAVC** season. These fees may increase in future contracts due to an increase in utility costs and or general operating costs.

BAVC shall provide their own referees and support personnel. **BAVC** shall help **CITY** personnel inform participants of the **PREMISES'** rules. **BAVC** shall help **CITY** personnel appropriately enforce the **PREMISES'** rules for all participants involved in **BAVC** activities. **BAVC** shall provide at least two individuals to monitor the **PREMISES** during all **BAVC** activities.

The **CITY** will permit, and **BAVC** agrees not to interfere with, others' scheduled utilization of the **PREMISES** when **BAVC** has not first received written approval for scheduled games or practices. Neither **BAVC** nor other persons may use the **PREMISES** without receiving written approval from the Broken Arrow Parks and Recreation Director, hereafter referred to as **DIRECTOR**. In case of scheduling conflict, the decision of the **DIRECTOR** is final. **BAVC** shall not charge other users of the **PREMISES** for maintenance or use of the **PREMISES**. **BAVC** shall not permit non-**BAVC** groups or individuals to use the **PREMISES**.

All schedules and change requests are subject to the approval of the **DIRECTOR**. The **DIRECTOR** shall confirm in writing whether **BAVC's** requested dates and times are available. **BAVC** may not use the **PREMISES** at times where the **DIRECTOR's** approval has not first been obtained.

The **CITY** shall appoint one person who may attend all meetings of the **BAVC** Board of Directors. **BAVC** shall send said appointee timely notice of all meetings. Said appointee shall serve as liaison between the **CITY** and the **BAVC**.

II. TERM

The term of this Agreement will commence upon approval and end on March 31st, 2027. **BAVC** may not use the **PREMISES** on Sundays or City Holidays throughout the term of this Agreement. The **CITY** may at any time if deemed necessary cancel this contract with written notice given to the **BAVC**. Either **CITY** or **BAVC** may end this agreement upon thirty (30) day written notice to the other party.

III. IMPROVEMENTS

The **PREMISES** shall remain the property of the **CITY**, and may not be modified, altered, or destroyed without the prior written permission of the **DIRECTOR**. Further, no improvements, structures or fixtures of any kind may be built or brought upon said property without the prior written permission of the **DIRECTOR**. Any improvements, structures or fixtures of any kind, which are built or brought upon said property, shall become the property of the **CITY** upon the termination of this Agreement unless the **CITY** gives prior written permission for their removal. Any additions or modifications authorized to be removed shall be removed in a manner approved by the **DIRECTOR** immediately upon termination of the Agreement and **BAVC** shall restore the **PREMISES** to the condition that existed prior to the Agreement.

All locks on the **PREMISES** will be maintained as directed by the **DIRECTOR**. **BAVC** may not remove or change any locks without the prior approval of the **DIRECTOR** and without first supplying the **DIRECTOR** with the combination or key to any new locks.

IV. MAINTENANCE

BAVC acknowledges that it has inspected the **PREMISES** thoroughly and has full knowledge of the conditions of the **PREMISES**. The **CITY** makes no representations or warranties, express or implied, as to the condition of the **PREMISES**.

BAVC shall inspect the **PREMISES** immediately prior to and immediately after each use and shall immediately notify the **DIRECTOR** or his appointee in writing of any damages or of any repairs that may be required. In the event that any defect may threaten the safety and welfare of participants or the general public, **BAVC** shall not allow individuals to utilize the **PREMISES** until the defective portion of the **PREMISES** has been repaired or replaced.

BAVC agrees to take all reasonable precautions to prevent waste, damage or injury to the **PREMISES** by **BAVC** or by any competitors, volunteers, guests, invitees or others who may be on the **PREMISES**.

The **CITY** shall replace or repair any portion of the **PREMISES** in need of such service due to normal and routine wear and tear, including the volleyball equipment (volleyballs not included), bleachers, scoreboards, restroom supplies, parking areas and lighting upon reasonable notice.

BAVC shall not be liable to the **CITY** for the cost of parts or labor for the replacement or repair of any portion of the **PREMISES** due to normal and routine wear and tear. **BAVC** shall promptly reimburse the **CITY** for the cost of parts and labor for the replacement or repair required on the **PREMISES** as a result of **BAVC's** activities, and for the **CITY's** cost in performing any of **BAVC's** contractual duties, for any cause other than normal and routine wear and tear.

After every use, games and practices, **BAVC** shall pick up all trash in bleachers and areas utilized by **BAVC** and **BAVC** participants. This trash will need to be deposited in trashcans, provided by the **CITY**, located throughout **PREMISES**. On days when games are played, **BAVC** shall remove all trash within **PREMISES**, including trach within trash receptacles, and deposit it in commercial dumpsters provided by the **CITY**. **BAVC** shall pull out bleachers and return bleachers to their upright positions when scheduled event is finished. **BAVC** shall be responsible for setting up all equipment, chairs and tables for practices, games, and events. **BAVC** is responsible for returning all equipment used during practices and games to their proper storage location.

The **CITY** retains the right to enter any portion of the **PREMISES** at any and all times, without prior notice, to inspect the **PREMISES** or to conduct maintenance or repairs, or for the purpose of determining whether **BAVC** is

complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the **CITY** under this Agreement.

V. SIGNS

BAVC may place temporary signs on the wall surrounding the playing court, according to the following terms and conditions:

a) All signs shall only be constructed of canvas, plastic or cardboard and shall be of a size and shape that will not cause damage to the wall to which it is attached during normal use. Under no circumstances shall signs constructed of wood, metal or other heavy material be used, nor shall any extension be used to enlarge the area covered. Signs shall be affixed only to walls and shall be positioned so that the face of the sign is visible only inside the gymnasium. All signs shall be easily removable from the walls. **Signs may not be displayed in locations where they are visible from any public street.**

b) Signs shall only be affixed during the dates and times **BAVC** is using the **PREMISES**. All signs shall be removed at the end of each day.

c) No signs shall contain advertising copy selling items that are not legally available to minors, including, but not limited to, alcoholic beverages (both "intoxicating" and "non-intoxicating" as defined by Oklahoma Statutes) and tobacco products, nor shall they contain obscene or profane language, symbols, or pictures. **BAVC** agrees that the term "obscene" as defined in Section 7-45 of the Broken Arrow Code shall be applicable with respect to all signs affixed under this license.

d) **BAVC** agrees that it is solely responsible for the maintenance of signs and further agrees that it is responsible for the removal of any signs that become damaged during the course of the season. **BAVC** releases the City of Broken Arrow from any and all liability for damages to any signs resulting from said City's maintenance of the gymnasiums, acts or omissions or City officials and/or employees, wind, flooding, fire, or other acts of god, and further acknowledges that city has the right to remove any and all damaged signs without permission of **BAVC**. If any sign becomes a nuisance, the City has the right to remove it without permission of **BAVC**.

e) **BAVC** acknowledges and agrees **CITY** may remove, or request **BAVC** to remove, any sign if the erection or affixing of such sign is determined by **CITY** to be an unlawful, or otherwise improper, use of **CITY's** property.

VI. STAY TO PLAY

BAVC agrees to make every reasonable effort to utilize and promote accommodation options within the city limits of Broken Arrow for the duration of any event, when such accommodations are available and meet the needs of the **BAVC's** invitees, guests, membership and users."

VII. GUN POLICY

BAVC shall comply with all laws governing the possession and/or use of firearms applicable to the Premises and shall require compliance of same from **BAVC**'s invitees, guests, membership, and users.

VIII. INDEMNIFICATION

As partial consideration for this Agreement, **BAVC** agrees to indemnify, defend (at the **CITY's** option), and hold harmless the **CITY**, its employees, officials, agents, representatives and volunteers from and against any and **all**

liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings, attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or misconduct of **BAVC**, its competitors, guests, invitees, licensees, members, volunteers, representatives, employees, agents, officers, contractors or subcontractors, including but not limited to permitted and non-permitted uses of the **PREMISES**, any injury or damage that occurs on or about the **PREMISES** relating to **BAVC** activities, or **BAVC's** performance or failure to perform the terms and conditions of this Agreement.

Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the sole negligence or willful misconduct of the **CITY** and in accordance with the terms, conditions and exceptions in the Governmental Tort Claims Act. The indemnification and defense obligations set forth herein shall survive the termination of this Agreement.

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

IX. INSURANCE AND WAIVER OF SUBROGATION

Without limiting the **CITY'S** right to indemnification, **BAVC** and each of its contractors and subcontractors shall obtain insurance in no less than or in terms more restrictive than the following:

General Liability Insurance covering all **PREMISES** and activities. The applicable limit of liability shall not be less than One Million Dollars ($1,000,000.00) per claimant, One Million Dollars ($1,000,000.00) annual aggregate; and

Worker's Compensation Insurance Coverage in compliance with the Worker's Compensation Laws of the State of Oklahoma. In lieu of providing proof of Worker's Compensation Insurance Coverage, **BAVC** may provide a "Certification of Non-Coverage under the Workers' Compensation Act."

BAVC shall include the **CITY**, its officials, representatives, agents and employees as Additional Insured on all required insurance policies. **BAVC** shall also require its contractors and subcontractors to list the **CITY** as Additional Insured. **BAVC** shall arrange for certificates of insurance and endorsements to be submitted to the **CITY's** Risk Manager for approval prior to allowing any individuals, including but not limited to any contractors or subcontractors, to commence work or engage in any activities under this Agreement. Any insurance protecting the **CITY** against any loss relating to or arising out of the subject of this Agreement shall be made payable solely to the **CITY**.

BAVC and its contractors and subcontractors shall maintain the required insurance with insurers that carry a Best's "A" or equivalent rating and which are licensed and admitted to write insurance business in Oklahoma.

Such insurance shall not be invalidated by any action or inaction of **BAVC** and shall insure the **CITY** regardless of any breach or violation by **BAVC** of any warranty, declaration or condition contained in such insurance. The insurers shall have no recourse against the Additional Insured or loss payees for payment of any insurance premium.

Failure of **BAVC** or its contractors and subcontractors to obtain and maintain any required insurance shall not relieve **BAVC** from any liability hereunder.

BAVC hereby waives, on its own behalf and on behalf of its insurers, every claim for recovery from the **CITY** for any and all loss or damage to the extent that the damage is covered by valid and collectible insurance policies.

BAVC agrees to give to each insurance company which has issued, or may issue in the future, policies of insurance, written notice of the terms of this waiver and to have said insurance policies endorsed as necessary by reason of this waiver.

X. DEFAULT / TERMINATION

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

If this Agreement is terminated, the **CITY** will be paid for costs incurred up to and including the date of termination, including but not limited to the costs of repairing the **PREMISES** to the condition existing at the beginning of this agreement and the costs of storing **BAVC's** property at a public warehouse selected by the **CITY**. The rights reserved in this section are alternative and in addition to, not in lieu of, any other rights and remedies provided by law or under this Agreement. Termination of this Agreement shall not terminate **BAVC's** liability for any losses that have occurred on or prior to that date, regardless of whether either party has received notice of the claimed loss.

Neither this Agreement, nor any of the rights hereunder, shall be sold, assigned or encumbered by **BAVC**. Any attempt to sell, assign, alienate or encumber the **PREMISES** or this Agreement shall be cause for immediate termination of this Agreement.

In the event of substantial or total destruction of the **PREMISES** from any cause, either party may declare this lease terminated if repairs or restoration cannot be effectively accomplished at a reasonable cost, with the reasonableness of said costs being within the sole judgment of the **CITY**.

XI. LAWS

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

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all proposals, oral or written, and all other communications between the parties with respect to the subject matter of this Agreement. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable. The parties shall agree, if reasonably practicable, upon provisions, which are equivalent from an economic point of view to replace any provision, which is determined to be invalid.

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

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

Approved as to Form:

Attorney for City of Broken Arrow

City of Broken Arrow

Michael Spurgeon, City Manager

Attested:

City Clerk / Seal

Date of Execution:

Broken Arrow Volleyball Club, Inc.

President Signature

Printed Name: Janet Tyler

BAVC Mailing Address:

PO Box 1813

Broken Arrow, OK 74013

State of Oklahoma)
) ss.
County of Tulsa)

Before me, a Notary Public, on this 24th day of February, 2026 personally appeared Janet Tyler known to me to be the identical person and the president of the Broken Arrow Volleyball Club, 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:

2/22/27

Notary Public

KAREN LUDWICK
Notary Public, State of Oklahoma
Commission # 23002547
My Commission Expires 02-22-2027

Exhibit A
2026-2027 BAVC DATES

Spring League:

March 10th 2026 to May 16th 2026
Mondays 5:00 pm – 9:00 pm (One gym)
Tuesdays, Thursdays, and Fridays 5:00 pm – 9:00 pm (Both gyms)
Saturdays 7:00 am – 2 pm (Both gyms)
Saturday March 14th 2026 7:00 am - 4:00 pm
Saturday May 16th 2026 7:00 am – 4:00 pm
Meeting Room Usage:
February 24th 2026 7:30 pm – 9:00 pm
March 24th, 26th, 27th, 28th, 31st **(Photography)**
April 7th, 9th, 10th, 11th **(Photography)**
No Gym usage:
April 3rd 2026 – Good Friday Closure

Summer League:

June 6th 2026 – August 8th 2026
Tuesdays 5:00 pm – 9:00 pm (One gym)
Thursdays and Fridays 5:00 pm – 9:00 pm (Both gyms)
Saturdays 7:00 am – 2:00 pm
Saturday June 6th 2026 7:00 am – 4:00 pm
Meeting Room Usage:
May 21st 2026 7:00 pm – 9:00 pm
CAMP
June 23rd – June 25th 2026 9 am – 12:00 pm (Both Gyms)
No Gym Usage:
July 3rd - 4th 2026 – Fourth of July Closure

Fall League:

September 5th 2026 to November 7th 2026
Mondays 5:00 pm – 9:00 pm (One gym)
Tuesdays, Thursdays, and Fridays 5:00 pm to 9:00 pm (Both Gyms)
Saturdays 7:00 am to 2:00 pm (Both Gyms)
Saturday September 5th 7:00 am- 4:00 pm
Saturday September 26th 7:00 am to 4:00 pm (Season/Club Tryout)
Saturday October 10th 7:00 am to 4:00 pm (Season/Club Tryout)
Saturday October 24th 7:00 am to 8:00 pm - (Premises plus meeting rm, rec rm, Study rm)
Saturday November 7th 7:00 am to 4:00 pm
Fall meeting room use
August 20th 2026 meeting room 7:00 pm – 9:00 pm **(Coach Meeting)**
Sept 28th, 29th **(Photography)**
Oct 1st, 2nd, 3rd, 6th, 8th, 9th, 10th **(Photography)**
October 27th – 29th 6:00 -9:00 pm **(Club Meetings/Uniform Fittings)**
No Gym Usage
September 7th 2026 – Labor Day Closure

(CLUB LEAGUE ON NEXT PAGE)

Club League

November 16th 2026 to March 6th 2027
Mondays 5:00 -9:00 pm (one gym)
Tuesdays 5:00 -9:00 pm (both gyms)
Saturdays 7:00 am – 2:00 pm (both gyms)

No Gym Usage

Saturday November 28th 2026 – Thanksgiving Closure
Monday January 18th 2027 – MLK Jr. Day Closure
Saturday February 6th 2027– Daddy Daughter Dance
Monday February 15th 2027 – Presidents Day Closure

City of Broken Arrow

Request for Action

File #: 26-371, **Version:** 1

Broken Arrow City Council
Meeting of: 3/2/2026

Title:

Approval and authorization to execute the agreement between High Five Media and the City of Broken Arrow regarding the publication of the 2026 General Obligation Bond Voter Guide and waive the competitive bid process as the agreement is a continuation of an existing contract

Background:

The General Obligation Bond initiative that will go to the voters includes $415 million dollars in seven propositions of capital improvement projects for Transportation, Public Safety, Parks and Recreation, Public Facilities, Stormwater, Drainage, and the South Broken Arrow Library. If approved by voters, the Bond initiative will not raise property taxes.

An 8th proposition includes $53 million dollars for improvements to Broken Arrow sports facilities where youth and adult organizations participate in athletic programs like soccer, fast-pitch softball, baseball, football, and lacrosse. It would also include general infrastructure improvements to the internal roadway, parking lots, and lighting at the sports complexes. Proposition 8 would ask voters to approve or deny a temporary, five (5) year sales tax increase of half of one cent to be dedicated to these athletic facility improvements. If approved, the increase would be implemented on July 1, 2026, and expire on June 30, 2031.

As part of the public education campaign to inform the citizens of Broken Arrow about the 8 propositions that will appear on the ballot of the April 7, 2026, election, a comprehensive General Obligation Bond Voter Guide will be mailed to approximately 46,000 houses in Broken Arrow in mid to late March.

The purpose of the agreement is for High Five Media to list, design, and print the voter guide at a cost of $55,757.00

Cost: $55,757.00

Funding Source: General Fund - General Government

Requested By: Aaron McColloch, Communications Director

Approved By: City Manager's Office

Attachments: High Five Media Bond Voter Guide Mailer Agreement

Recommendation:

Approve the agreement between High Five Media and the City of Broken Arrow and authorize its execution and waive the competitive bid process as the agreement is a continuation of an existing contract.

Agreement for City of Broken Arrow

This document contains all details relevant to products and services, scope of work, pricing and terms.

Created by:

Lauren Holloway-Carter

14017 Quail Springs Pkwy, Oklahoma City, OK 73134
405-471-5550

Company Name	City of Broken Arrow
Contact	Aaron McColloch
Company Address	220 S First Street Broken Arrow, ok 74012
Company Website	brokenarrowok.gov
Company Email	amccolloch@brokenarrowok.gov
Company Phone	+19182592400

Name	Price	QTY	Subtotal
Printing Services Print run: 45,955 Specs: 24 pages, 5.5” x 8.5” finished, saddle stitched, 4/4 w/ bleed, self-cover, 100# gloss text, 3 tabs on 3 open sides as per USPS requirements Consumer Mailing list: 45,945 single family dwellings, inside BA city limits, $45k+ HH Income Postage Indicia: High Five Media Printing: $50,949 Postage Estimate: $16,000 to $24,000 (final number is based on the individual carrier route's density and will be finalized when postage is run by USPS)	$50,949.00	1	$50,949.00
Print Services - list, design, shipping Address List: $1,552 Design Services: $2,980 Shipping to Tulsa BMUE: $276	$4,808.00	1	$4,808.00
		Total	**$55,757.00**

☐ **Agree to Scope of Work**

Payment to Initiate Services	4808	Date: 2026-03-02
Recurring Invoice Amount	50949	Date: 2026-02-09
Deposit/OneTime Invoice Payment Method	Invoice/Check	
Recurring Payment Method	Invoice/Check	

Consideration

HIGH FIVE TERMS AND CONDITIONS

TERMS AND CONDITIONS

1. Services. High Five Media Group, LLC (hereafter "Agency") will publish print products, digital services, and provide marketing services for the Client as described and with the terms set forth within the Agreement and in accordance with the Terms and Conditions contained herein. In the performance of its services hereunder, Agency is authorized to act as Client's agent in purchasing materials and services required to produce advertising products/services on Client's behalf. Regarding the specific Agency service of media buying, if the Client has established creditworthiness with the media outlet from which Agency will be placing a media buy, Agency will enter a contract with the media outlet, based upon the limit of the Client's credit worthiness, and Agency will bill Client directly. If the Client does not have established creditworthiness with the media outlet Client will be asked to complete a media outlet credit application. Upon the media outlet's establishment of the Client's creditworthiness the Agency will then enter a contract with the media outlet based upon the limits of Client's creditworthiness and Agency will bill the Client directly. If the Client does not secure creditworthiness with the media outlet the Client must pre-pay for any media buys before they are contracted by Agency. Client understands and authorizes the practice in which Agency receives commission through media outlet, or markup, for placing Client's media buys. Agency reserves the right to assign certain subcontractors to support fulfillment of the Agreement to ensure the right fit for the job as well as on-time completion.

2. Client Cooperation. Client agrees to reasonably cooperate with Agency in the performance of the services, to include, as applicable, making available necessary personnel, providing timely answers to questions and reviewing materials, plans and deliverables in a timely manner. Client understands that delivery dates are estimates only, and that Agency is not responsible for delays or consequences that are not the direct result of Agency's own negligent acts. Further, Agency is not responsible for vendor delays or delays caused in part because Client fails to perform any of its obligations under the Agreement, in which case Agency may extend the delivery schedule and assess additional charges.

3. Client Communication and Opt-Out. Client agrees to receive text messages and emails from Agency. Agency is not responsible for any delays or disruptions in service caused by issues related to the Client's mobile phone carrier, email service provider, or equipment. Client may opt-out of receiving text messages by replying "STOP" to any message or email received. Client acknowledges that opting out of text messages may delay or hinder the completion of certain services.

4. Agency Rejection, Client Cancellation Requirements. Agency reserves the right to reject the entire Agreement at any time within fifteen business days of receipt of the signed Agreement in its offices in Oklahoma City, OK upon written notice to Client (email or certified mail) at the Client address/email listed on the

Agreement. Agency agrees to refund Client payments made for services which were not performed prior to Agency's rejection of the Agreement within the fifteen-business day Agency rejection period. Client agrees to pay the reasonable costs of any services performed or products purchased prior to the Agency's rejection of the Agreement. Client may cancel this Agreement upon written notice to Agency (email or certified mail) received in its Oklahoma City, OK office prior to the fifth business day after the Agreement was executed. If Client cancels this Agreement, they further agree to pay for the reasonable costs associated with any services performed or products purchased prior to the Client's cancellation of the Agreement. Agency reserves the right to reject any client request to use/create/order work product that Agency deems in its sole discretion to be objectionable. If the Client chooses later to cancel part or all the Agreement, subsequent to initial acceptance of the Agreement by both Agency and Client and the initiation of Service and/or Products, Client must present a signed High Five Agreement Adjustment. Upon receipt of a High Five Agreement Adjustment and Agency's confirmation of the fulfillment of the contracted terms and payments of the Agreement, the cancelation process will begin. The Cancelation process requires a minimum of 31 days' notice. Therefore, Client will receive a minimum of one additional invoice for the Agreement's products and/or services, billed on their standard monthly invoice date. Upon receipt of Client's invoice payment and any other outstanding monies due, Client's cancelation will be processed, delivery of products and services will cease, and Client will be relieved of further financial commitments as noted on the signed High Five Agreement Adjustment. Notwithstanding anything contained herein to the contrary, this Agreement may not be terminated prior to the minimum length of term for each product, service or project as detailed within each Agreement and the terms herein.

5. Term of Agreement; Automatic Renewal. With respect to products and services, the term is listed on the Agreement. Following the defined term in the Agreement, the Client understands that all Agency products/services contracted will continue in full force and effect on an automatic monthly renewal basis with the same products/services provided and same cost structures as set forth in the Agreement. On periodic occasions at the Agency's discretion following the completion of Client's contracted minimum term, Agency may increase rates for certain products or services. Because Client's billing status is month to month Client has the option to cancel (see sections 4 and 6 regarding cancellation notice requirements) if Client chooses not to pay the new rates. Media buys are not subject to automatic renewal except for some Client "High Five Packages" as outlined on the Agreement.

6. Website Cancellation and Transferability

(A) Cancellation Prior to Completion of Term. If the Client chooses to cancel their website prior to completion of the minimum website activation term or website redesign/refresh term, Client may submit a client signed High Five Agreement Adjustment. Upon confirmed email receipt of the Client's signed High Five Agreement Adjustment Client will be notified of the remaining contracted payments due as detailed on their Agreement. The Client is responsible to pay the Agency the remainder of the unpaid twelve-month balance (or longer if defined in the Agreement) prior to the cancellation process beginning. Prior to receipt of all monies due the Client will remain responsible for payment of all ongoing monthly website invoices until the cancellation process is completed. Upon receipt of Client's outstanding minimum term payments and any other outstanding monies due, Client cancellation will be processed, Client's website will be taken down, and Client will be relieved of further financial commitments pertaining to their website. Upon website cancellation the Client forfeits all rights to the use of any content created by Agency during the build, redesign, or ongoing maintenance of the client website. Content created by Agency could include, but is not limited to, written words, headlines, graphic images, marks, icons, color schemes, additional code, sound, video or photo and all material (in any form) which is licensed through Agency or third-party vendors.

(B) Cancellation After Completion of Term. If the Client chooses to cancel their website following full payment of the minimum twelve-month (or longer if defined in the Agreement) website activation term or website redesign/refresh term, Client may submit a client signed High Five Agreement Adjustment. Upon confirmed email receipt of the Client's signed High Five Agreement Adjustment and fulfillment of the contracted terms and payments of the Agreement, the cancelation process will begin. Client will receive two final invoices on their standard monthly invoice date following confirmed receipt of the Client signed High Five Agreement Adjustment. Upon receipt of Client's final two invoice payments and any other outstanding monies due, Client cancelation will be processed, the Website will be taken down, and Client will be relieved of further financial commitments pertaining to their Website. Upon Cancellation the Client forfeits all rights to the use of any content created by Agency during the build, redesign/refresh, or ongoing maintenance of the Client Website. Content created by Agency could include, but is not limited to, written words, headlines, graphic images, marks, icons, color schemes, additional code, sound, video or photo and all material (in any form) which is licensed through Agency or third-party vendors.

(C) Transfer Procedure. Client may request transfer of ownership of Client's website from Agency to Client following full payment of the minimum twelve-month (or longer if defined in the Agreement) website activation or website redesign/refresh term. Client will be responsible to first pay a transfer Fee equal to the sum of the Client's most current twelve monthly website billings plus the Client's most recent website activation fee. Upon receipt of the transfer fee payment, Agency will initiate the process to transfer ownership of client's website content and the available usage rights, pursuant to section 10 of this Agreement and subject to any rights held on material (in any form) which is licensed through Agency or third-party vendors. The transfer process can take up to sixty days, during this period the Client will remain responsible for payment of their existing monthly website invoices until the transfer process is completed. Upon receipt of payment of all Client invoices and any other outstanding monies due, Client's website transfer of ownership will be processed. Upon the website transfer of ownership from Agency to Client certain website elements for which the Agency holds licenses will terminate. Concurrently the Client assumes full responsibility to secure the necessary authorizations for usage of any third-party licensed or copyright elements present on Client website which Client chooses to retain. Website landing pages require a three (3) month minimum term with automatic monthly renewal but are non-transferrable upon cancellation.

7. Paid Digital Advertising Campaigns

(A) Ownership. As part of the services Agency offers to Client, Agency may design, implement, manage, and optimize advertising campaigns for Client through Paid Digital Advertising Platforms. Client acknowledges that all Paid Digital Advertising Campaigns are created, managed, and operated by Agency, and are made available to Client solely as part of the Services provided under this Agreement. All rights, title, and interest in and to all Paid Digital Advertising Campaign materials, including without limitation, advertising accounts, campaign structures, strategies, methods, workflows, configurations, settings, keywords, ad copy, creative content, tracking configurations, data, performance information, optimization methodologies, and other work product or intellectual property developed, created, or used by Agency in connection with the Paid Digital Advertising Campaign (collectively, "PDAC Materials") are and shall remain the sole and exclusive property of Agency. Client shall acquire no ownership interest or rights in the PDAC Materials, whether during or after the term of this Agreement.

(B) Account Structure & Access. Client understands and agrees that all Paid Digital Advertising Campaigns are created and operated through Agency's primary Digital Management Account, and any Paid Digital Advertising account, profile, or sub-account associated with Client is a sub-account or managed account under Agency's Digital Management Account. Client shall have no right to access, assume control of, or receive administrative rights to any such account during or after the term of this Agreement. Client shall not request or require transfer or access to any contents of Client's Paid Digital Advertising Account, Digital Management Account, configuration, or related assets.

(C). Post-Termination. Upon expiration, termination, or cancellation of this Agreement for any reason, Agency's obligation to provide Paid Digital Advertising services shall immediately cease. Client shall have no continued rights to access, use, or control any Paid Digital Advertising Campaign, Digital

Management Account, sub-accounts, campaign data, or PDAC Materials, and Agency shall retain full ownership and control thereof. Agency shall have no obligation to export, transfer, or disclose any Paid Digital Advertising Campaign, Digital Management Account Materials or account access to Client. Client understands and agrees that Agency's advertising systems and campaign structures are proprietary in nature and central to Agency's business operations. As such, all Paid Digital Advertising Campaigns are operated by Agency through Agency-owned and managed advertising systems and accounts. Client acknowledges that upon termination of the Agreement, Client will not receive access to or control of any Paid Digital Advertising Campaign or Digital Management Account, including but not limited to sub-accounts, configurations, structures, or campaign histories. Client expressly agrees that such accounts and data: (1) shall not be transferred or assigned to Client; (2) shall not be accessed by Client or any third party without Agency's written consent; and (3) shall remain under Agency's exclusive control before, during, and after the term of this Agreement. Client's execution of the Agreement constitutes acceptance of this ownership structure and limitation.

8. Ownership and Termination of AI and Automation Solutions. As an additional service, Agency may provide Client with access to certain AI and automation solutions on a leased basis only. All rights, title, and interest in and to the underlying platforms, user interfaces, databases, sets of data, restructured data, and any associated intellectual property developed by Agency remain the sole property of Agency. Upon termination or cancellation of the Agreement, or breach of the Agreement by Client, the Client's access to these AI and automation solutions shall cease immediately. The Client acknowledges that no transfer of software, platform, or related data will occur, and all services will be discontinued without any obligation for Agency to provide ongoing access, data, or support post-termination to Client or any third party.

9. Financial Arrangements. The summary of products/services/projects to be provided to the Client is detailed in the Agreement and outlines commitments for products/services/projects, including new products added outside of the initial Agreement to be delivered to Client, and the compensation to be paid to Agency, as agreed upon by the Agency and Client. If any conflicts arise between original Agreement and additional Agreements, the most current Agreement shall control all matters including pricing, scope of services delivered (whether added or removed) as well as terms and conditions. Client may, during the progress of any work hereunder, by written or oral order to Agency, require additions, modifications, cancelations, or suspensions of such assigned work. Upon receipt of such instructions from Client, Agency shall notify Client of estimated additional costs or restrictions pursuant cancellation/addition requirements contained in other sections of this Agreement and then take actions necessary to implement the Client's requests. Client agrees to compensate the Agency and hold Agency harmless with respect to any costs incurred by Client as a result thereof.

10. Billing and Payment Procedures. Client agrees to pay Agency invoices due as listed in the Agreement, when due and payable, without notice through the full term as detailed in the terms of the Agreement. Client invoices are considered due upon receipt. If Client's full payments are not received within 30 days of invoice due date, Agency reserves the right to initiate collection procedures. Payments not received within 30 days of invoice due date also will be subject to a 1.75% monthly finance charge. At any time on the request of either party and, in any event, prior to the contracted full term of a product or service outlined in this Agreement, the parties may discuss adjustments to the products or services to be provided and the compensation payable to Agency. However, until the parties mutually agree on such revised terms in writing, the then-current services and compensation shall remain in effect. Should Client request materials or other deliverables be completed on a rush basis, an additional fee for rush services shall apply. The rush fee shall be as described and agreed upon by both parties in advance. Client agrees to review all proofs of work as they are made available, as Client input is vital for Agency's ability to develop the best programs on Client's behalf. Please contact the Agency's accounting manager with any concerns regarding Agency billing upon receipt of any invoice. If Client does not notify Agency in writing (email or certified mail) within 30 days after receipt of invoice, Client agrees that the invoice as received is correct and payable in full. If a late or partial payment is made by Client, Agency will apply said payments first to clear balances charged for Agency products, services, and interest accrued. After the balances due for Agency products, services and interest accrued are cleared, the remaining funds will be applied to balances due for media buys or third-party vendors.

11. Indemnity and Claims.

(A) Client Indemnity Obligation. Because of Client's familiarity with its own business and the fact that Agency is merely serving as Client's agent, Agency cannot undertake to verify all the details supplied to Agency by Client. Therefore, Client agrees to indemnify, defend and hold harmless Agency and its employees, officers, directors, shareholders and agents from and against all liabilities, losses, damages or expenses, including reasonable attorneys' fees and costs, incurred as the result of any claim, suit or proceeding brought or threatened arising out of (i) the nature or use of Client's products or services; (ii) any assertions Agency may make on Client's behalf, including assertions about Client's company, products or services or about Client's competitors and any competitor's products or services, in any which Client approves; or (iii) risks or assertions which Agency brings to Client's attention where Client elects to proceed: or (iv) infringement or claims of infringement arising out of Agency's adherence to Client's instructions.

(B) Agency Indemnity Obligation. Agency will indemnify, defend and hold harmless Client and its employees, officers, directors, shareholders and agents against all liabilities, losses, damages or expenses, including reasonable attorneys' fees and costs, incurred as the result of any claim, suit or proceeding brought or threatened against Client based upon or arising out of any work product furnished by Agency to Client and used by Client without alteration pertaining to libel, slander, defamation, invasion of privacy and/or plagiarism, except to the extent that such claims arise from information or materials supplied by or through Client or to the extent such costs/claims are covered by Client's insurance coverage. If Agency is called upon to respond to or assist Client in connection with litigation commenced or threatened against Client by third parties (e.g. complying with a document subpoena) Agency will be entitled to fees for staff hourly charges and reimbursement for out-of-pocket expenses for services rendered to Client, or time spent by Agency in connection with such matters. After Agency has issued material to the press or to another third party, its use is no longer under Agency's control. Agency cannot ensure the use of materials by any media, nor that any information published will accurately convey the information provided by Agency.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS OR LOSS OF DATA, EVEN IF PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. Agency's total aggregate liability for any claim of any kind arising because of or related to this Agreement, whether based in contract, warranty or any other legal or equitable grounds, shall be limited to the amounts received by Agency from Client for the particular product(s), service(s), and projects(s) which form(s) the basis for such claim. Client waives all rights against Agency for any damages to the extent covered by insurance maintained by the Client.

(C) NOTIFICATION OF CLAIMS. A party entitled to be indemnified pursuant to this section 11 shall provide prompt written notice to the party alleged to be liable for such indemnification (the "Indemnifying Party") of any claim or demand which the Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement. The Indemnifying Party shall promptly undertake to discharge its obligations hereunder. Additionally, the Indemnifying Party shall employ counsel reasonably acceptable to the Indemnified Party to defend any such claim or demand asserted against the Indemnified Party. The Indemnified Party shall have the right to participate in the defense of any such claim or demand, at its own expense. The Indemnified Party shall cooperate with

the Indemnifying Party in any such defense. The Indemnified Party may settle or compromise such claim or demand. The Indemnified Party shall make available to the Indemnifying Party or its agents all records and other materials in the Indemnified Party's possession required by it for use in contesting any third-party claim or demand.

12. Ownership and New Marks.

(A) Work Product Ownership. Agency acknowledges and agrees that upon full payment of all sums due to Agency under this Agreement, and pursuant the restrictions of website cancellations within section 6 of these Terms and Conditions, and subject to any third-party rights for licensed materials incorporated therein, all slogans, artwork, written materials, drawings, photographs, graphic materials, transferred websites, apps, video, film, music, or other materials that are subject to copyright, trademark, patent, or similar protection (collectively the "Work Product"), developed or prepared by Agency or its employees, agents, contractors, or subcontractors under this Agreement shall be deemed "works made for hire" and shall, between Client and Agency, be Client's exclusive property, subject to any third party rights, restrictions or obligations, and website cancellation and transfer policies outlined in section 6 of these Terms and Conditions, provided: (i) such Work Product is accepted by the Client and such acceptance is further reflected by placement/use of such work product; and (ii) Client pays all fees and costs associated with creating, and, where applicable, producing such Work Product for the full term as required by the Agreement; and (iii) with particular respect to Client's future usage of website content following a Client-requested website cancelation or transfer, Client will only have usage rights to the website content created by Agency pursuant to the Website Cancellation and Transfer Policies upon a Client website transfer request and transfer payments. Subject only to the three aforesaid conditions and the Terms and Conditions of this Agreement, all title and interest to Work Product shall vest in Client as "works made-for-hire" within the meaning of the United States Copyright Act.

(B) New Marks. When Agency creates, develops, or otherwise provides New Marks to Client in the form of taglines, slogans, icons, logos, graphics, sound or visual designs, product/ brand names, or other materials (collectively "New Marks") for Client's use in connection with work or material created by Agency, Agency may perform a preliminary search for established use of such New Marks. Agency's review and any such searches are intended only to provide preliminary guidance on proposed New Marks for Client's consideration and are not provided as legal guidance or legal clearance for use of any New Marks. Agency is not a law firm and does not provide legal advice. Client will be granted an opportunity to conduct or obtain a Client-initiated legal review to confirm clearance of proposed New Marks. If Client's review uncovers legal clearance issues Client should bring the issues to Agency for discussions regarding resolution. Agency will provide reasonable Agency services attempting to resolve the challenge of the New Marks. Client assumes full responsibility for the ultimate clearance and use of any New Marks. If Client approves the use of New Marks, Client agrees to Indemnify Agency and hold Agency harmless against all claims, damages, losses, or liabilities arising from the approval and use of New Marks.

13. Safeguarding of Property. Agency will take reasonable precautions to safeguard Client's property entrusted to Agency's custody or control, but in the absence of negligence on Agency's part or willful disregard by Agency for Client's property rights, Agency will not be responsible for any loss, damage, destruction, or unauthorized use by others of any such property. Materials provided to Agency shall be maintained for an Agency-determined useful period, but no longer than two years and, thereafter, either returned to Client or discarded, as Client directs in writing. If Client prefers to adopt a different practice regarding material retention, please request in writing to Agency.

14. Termination. In addition to the early termination rights contained in sections 4 as well as in sections 5 and 6, either party may terminate this Agreement if (i) the other party is in breach or default of any material term of this Agreement, and said breach or default continues un-remedied for a period of thirty days ("Notice Period") after such party's receipt of written notice specifying the grounds of such breach or default; (ii) a petition under any bankruptcy law is filed by or against the other party, (iii) the other party executes an assignment for the benefit of creditors, (iv) a receiver is appointed for the other party's assets or (v) the other party becomes insolvent or takes advantage of any insolvency or any similar statute. The rights, duties, and responsibilities of the Agency will continue in full force during the Notice Period, including the ordering and billing of advertising media whose published closing dates fall within such Notice Period.

15. Rights upon Termination. Upon termination of this Agreement, Agency will make available to Client, or Client's representative, all Work Product in Agency possession or control belonging to Client subject to the terms and conditions contained in sections 6 & 12 hereof and any rights of third parties. Agency also agrees to give all reasonable cooperation toward transferring to Client or Client's designee, with approval of third parties in interest, all pending arrangements with advertising media or others for advertising space, facilities, and talent, and other materials yet to be used, upon the Client duly releasing Agency from the obligation thereof. Client recognizes that talent contracts with members of certain labor unions or guilds generally cannot be assigned except to signatories to the collective bargaining agreements governing the services rendered by such talent. All contracts and obligations entered by the Agency on behalf of the Client prior to the termination of this Agreement shall remain commissionable to the Agency following the termination for the obligation's full term as entered by the Agency. Notwithstanding the foregoing, it is understood by the parties that Agency may keep archival copies of Work Product for historical purposes and sample use.

16. Dispute Resolution and Law. In the event of a dispute between Agency and Client arising from this Agreement, the dispute will be resolved by confidential arbitration administered by the American Arbitration Association under its commercial arbitration rules in Oklahoma City, Oklahoma. In rendering an award, the arbitrator will not have authority to award damages in excess or other than the types allowed in these Terms and Conditions, the Agreement or further Agreements. The arbitrator's award shall be final, binding, and conclusive upon the parties, and the judgement rendered thereon may be entered in any court having jurisdiction thereof. The laws of the State of Oklahoma shall govern this Agreement.

17. Successors and Assigns; Entire Agreement; Authority. Client acknowledges having entered into the Agreement without relying upon any promises, statement, estimate, representations, warranties, conditions, or other inducements, expressed, implied, oral or written, not specifically set forth in the Agreement or herein. The Agreement and these Terms and Conditions contain the entire understanding between parties and shall bind the parties and their respective successors and assigns. Client may not assign its rights hereunder without the prior written consent of Agency, and no such assignment shall relieve Client of its liability hereunder. The individual signing the Agreement on behalf of Client represents and warrants that they are authorized to sign as an authorized agent, owner, officer, partner, or employee of Client and that they are empowered to bind Client to the Terms and Conditions contained herein. The Agreement will bind and inure to the benefit of the respective successors and assigns of the parties and expresses the entire agreement. The Agreement may be assigned by Agency to any affiliate of Agency or any party or entity with whom Agency may merge or consolidate or to whom Agency may sell its assets.

18. Additional Documents. Client agrees to execute and deliver such additional documents and instruments and to perform such additional acts as may be necessary or appropriate to effectuate, carry out, and perform all the terms, provisions, and conditions of this Agreement and the transactions contemplated hereby.

19. No Third-Party Beneficiaries. This Agreement is made solely and specifically among and for the benefit of the parties hereto and their respective successors and assigns, and no other person will have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

20. No Fiduciary Relationship unless Expressly Stated. Client and Agency agree that absent an express provision being added to these terms or the Agreement, there is no fiduciary relationship created between Agency and Client, and Agency is not a fiduciary of Client.

21. Paragraph Headings and Captions. Paragraph headings and captions contained in this Agreement are inserted only as a matter of convenience, and in no way define, limit, or extend the scope or intent of this Agreement or any provision thereof.

22. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or determined to be invalid under any such law, such provision shall be limited to the minimum extent necessary to render the same valid or shall be excised from this Agreement, as the circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited or as if said provision had not been included herein, as the case may be, and enforced to the maximum extent permitted by law.

23. Modification of Terms. High Five Media may update or modify its Terms & Conditions ("T&Cs") from time to time. Updated T&Cs will be posted at the URL listed on the High Five website. High Five Media will provide Client with a notice of change at least thirty (30) days before the changes take effect. Client's continued use of High Five Products/Services after the effective date of the updated T&Cs constitutes acceptance of the updated terms.

24. Force Majeure. The Agency shall not be liable for any failure, delay, or inability to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, strikes, fire, pandemics, governmental restrictions, significant business interruptions, or other unforeseen circumstances that materially affect its ability to perform. The Agency shall make commercially reasonable efforts to resume performance as soon as practicable following the cessation of such force majeure event.

25. Compliance with Laws. Both parties will comply with the provisions of all federal, state, and local laws, ordinances, and regulations applicable to the performance of their obligations under this Agreement.

26. Independent Contractors, No Partnership. Except only as otherwise specifically provided herein and necessary in connection with Agency's services provided hereunder, the parties are independent contractors, and nothing herein contained shall be construed as creating any relationship of employer/employee, partnership, agency, joint venture, fiduciary or otherwise between the parties.

27. No Exclusivity or Guarantee. Client understands that Agency is not offering product, service or industry exclusivity to Client and Agency may provide services to other businesses offering similar or even identical products or services. Agency will perform its services in a commercially reasonable manner, but no specific result or impact on the Client's business is guaranteed.

28. Employee Non-Solicitation. During the term in which Agency provides products/services to Client, and for a period of twelve (12) months after the termination of said products/ services, Client agrees not to recruit nor enter a pay for services arrangement with any of Agency's employees without written approval of Agency.

29. Confidentiality. Each party to this Agreement agrees to keep in confidence and not to disclose or use for its own benefit or the for benefit of any third party (except as may be required for the performance of services under this letter or as may be required by law) any information, documents or materials which are identified by a party, at the time that they are made available, to be proprietary or confidential, provided, however, that such obligation of confidentiality shall not extend to any information, documents or materials that become publicly available without breach of this covenant and provided further that such obligations shall expire upon the sixth month after the effective date of termination of this Agreement. Client acknowledges that Agency utilizes proprietary systems, software configurations, campaign structures, methodologies, reporting processes, advertising strategies, optimization techniques, and vendor relationships ("Proprietary Information") developed at considerable time, effort, and expense. Client agrees that all Proprietary Information disclosed or made available to Client, directly or indirectly, shall be treated as confidential and shall not be used by Client for any purpose other than receiving the Services. Client shall not disclose, duplicate, reverse engineer, or utilize any Proprietary Information in any manner outside the scope of this Agreement, whether during or after the term hereof. Except for Client-owned trademarks, tradenames, and creative assets supplied by Client, all concepts, strategies, materials, content, tools, platforms, processes, data, know-how, reports, templates, software configurations, ad platforms, campaign structures, and work product created, developed, or used by Agency (collectively, "Agency IP") are the sole and exclusive property of Agency. No license, assignment, transfer, or right of usage in the Agency IP is granted or implied by this Agreement. Client shall not receive a copy of or access to Agency IP upon termination.

High Five Media Group, LLC Revised TERMS AND CONDITIONS effective January 2026

☐ **Agree to Terms&Conditions**

Company : City of Broken Arrow	**High Five Media** **This contract is NOT BINDING UNTIL ACCEPTED by a High Five Associate**
Print Name:	**Print Name:** lauren carter
Signature:	**Signature:** Lauren Carter
Date:	**Date:** 2026-02-27

City of Broken Arrow

Request for Action

File #: 26-323, **Version:** 1

Broken Arrow City Council
Meeting of: 3/3/2026

Title:
Approval of and authorization to purchase Fortinet Forti Manager for the City's Fortinet firewalls and switches through Chickasaw Telecom, Inc., pursuant to the Oklahoma State Purchasing Contract Fortinet C2020-2

Background:
This request is for funding the City's Forti Manager EMS, which will manage all Fortinet firewalls and switches. This on-premises solution provides enhanced visibility and control over our network infrastructure. The purchase will be made through Chickasaw Telecom, an authorized Fortinet reseller.

Chickasaw Telecom is an approved vendor on the Oklahoma state contract and authorized for services under City ordinance per Section 2-27 of the Broken Arrow Code allowing exceptions to the established competitive bidding process.

Cost: $5227.74

Funding Source: IT Department Operation Expense Budget# 1101200 540550

Requested By: Scott Carr, Information Technology Director

Approved By: City Manager's Office

Attachments: See attached

Recommendation:
Approval of and authorization to purchase Fortinet Forti Manager for the City's Fortinet firewalls and switches through Chickasaw Telecom, Inc., pursuant to the Oklahoma State Purchasing Contract Fortinet C2020-2

Chickasaw TELECOM, INC.
www.chickasawtel.com

Quotation

Date February 25, 2026
Quotation # 40252
Customer #

5115 South 110th East Avenue
Tulsa, OK 74146
Telephone (918) 663-3565 Fax (918) 664-6590

Quotation valid until: March 27, 2026
Prepared by: Darin Dout
Payment Terms: Due upon receipt of goods

Bill To Information:
Customer Name City of Broken Arrow
Contact Name Phil Morris
Street Address 220 South First Street
City, State & Zip Code Broken Arrow, OK
Telephone Number (918) 259-2400
Fax Number
E-mail Address Pmorris@brokenarrow.gov

Special Comments: City of Broken Arrow
FortiManager 1 Year

Product #	Product Description	Qty.	Unit List Price	Term	Customer Discount	Customer Unit Price	Customer Extended Price
	Equipment & Software				**19.00%**		
	FortiNet						
FC2-10-FMGVS-258-01-12	FortiManager - VM Subscription Licenses with with 1 Year support for 100 Devs/VDOMS VM S-Series	2	3,227.00		613.13	2,613.87	5,227.74
				Sub Total Equipment			**$ 5,227.74**
	Miscellaneous				**10%**		
					100%		
					0.00	0.00	0.00
					0.00	0.00	0.00
				Sub Total Smartnet	**$ -**	**$ -**	**$ -**
	Peripherals						
					0.00	0.00	0.00
					0.00	0.00	0.00
				Sub Total Peripherals	$ -	$ -	$ -
	Freight and Shipping (Included)					$ -	$ -
CTI-INST-LBR	Installation, Confuguration and Training (Not Requested)					$ -	
	THANK YOU FOR YOUR BUSINESS					**TOTAL**	**$ 5,227.74**

Ship To Information:
Customer Name
Contact Name
Street Address
City, State & Zip Code
Telephone Number
Fax Number
E-mail Address

** Lead time is a Cisco estimate in business days plus shipping.*
All Sales are final. No returns without Manufacturer's approval.

If you have a project deadline please let us know when you place the order.

Company Name: Chickasaw Telecom Inc.
Address: 5115 South 110th East Avenue
Tulsa, OK 74146
Bidder: DARIN DOUT
Signature:
Direct Telephone # : 1-918-720-3010
Federal Identification # : 73-1354410
Service Provider ID (**SPIN**) # : 143028698

City of Broken Arrow

Request for Action

File #: 26-338, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2025

Title:

Approval of and authorization for the purchase and installation of synthetic turf for Country Aire Park from Happy Playgrounds, LLC, pursuant of the PlayPower Sourcewell purchasing contract No. 010521 for the Parks Department

Background:
The Parks and Recreation Department has budgeted for the purchase and installation of turf surfacing for the Country Aire Park playground. Funds for this purchase are available in the Sales Tax Capital Improvement Fund in the amount of $54,111.50 (Project 2660140, Account Number 3306000-570150). A bid has been received from Happy Playgrounds, LLC through the Sourcewell Cooperative Purchasing contract (formerly NJPA) #010521, City membership #67325. Staff recommends that the Council approve and authorize the purchase from Happy Playground, LLC, for the purchase and installation of playground turf

Cost: $54,111.50.00

Funding Source: 3306000-570150 Project 2660140

Requested By: Matt Hendren, Parks and Recreation Director

Approved By: City Manager's Office

Attachments: Sourcewell #010521 bid Country Aire Park

Recommendation:
Approve and authorize the purchase and installation of synthetic turf for Country Aire Park Playground from Happy Playgrounds, LLC, pursuant of the PlayPower Sourcewell purchasing contract No. 010521 for the Parks Department.

Happy Playgrounds, LLC
7170 S Braden Ave Suite 195
Tulsa, OK 74136
Oklahoma: (918) 992-3278
Arkansas: (479) 364-6145
justin.mcelhany@happyplaygrounds.com

Happy Playgrounds
Play, World, Play!

Certified Woman Owned Small Business
Native American Owned
TERO & CESO Certified

Quote #	5514-4
Quote Date	02-20-2026
Quote Amount	**$54,111.50**

BILL TO:
City of Broken Arrow
Attention: Phillip Hink
1700 W. Detroit
Broken Arrow, OK 74012

SHIP TO:
Country Aire Park
100 N Fir Ave
Broken Arrow, OK 74012

Item	Quantity	UOM	Description	Color	Unit Price	Total
			Country Aire Park - 100 N Fir Ave, Broken Arrow, OK 74012			
DEMO	1.0	EA	REMOVE & DISPOSE OF EXISTING EWF AND PIP		$6,700.00	$6,700.00
TURF/PADDING	1723.0	SQ FT	IPEMA CERTIFIED SYNTHETIC TURF; INCLUDES 2" PAD THROUGHOUT (8FT FALL HEIGHT); 15-21" AGG BASE; COMPOSITE NAILER BOARDS * AVERAGE OF 17" OF EXISTING EWF DEPTH IS BASED ON SITE OBSERVATION FROM CITY OF BROKEN ARROW *		$25.50	$43,936.50
FREIGHT	1.0	EA	FREIGHT-TURF & PADDING		$3,475.00	$3,475.00

Signature/Date

Sub Total	**$54,111.50**
Estimated Tax	$0.00
Quote Amount	**$54,111.50**

Thank you for doing business with Happy Playgrounds, LLC

Notes:

COUNTRY AIRE PARK TURF QUOTE
PLAYPOWER SOURCEWELL CONTRACT #010521

City of Broken Arrow

Request for Action

File #: 26-352, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:
Approval of and authorization for the purchase and installation of a shelter replacement for Wedgewood Park from Poligon pursuant of the PlayPower Sourcewell purchasing contract No. 010521 for the Parks Department

Background:
The Parks and Recreation Department has budgeted for the purchase and installation of a shelter replacement for Wedgewood Park. Funds for this purchase are available in the Sales Tax Capital Improvement Fund in the amount of $41,439.80 (Project 2660170, Account Number 3306000-570150). A bid has been received from Poligon through the Sourcewell Cooperative Purchasing contract (formerly NJPA) #010521, City membership #67325. Staff recommends that the Council approve and authorize the purchase from Poligon for the purchase and installation of a shelter replacement for Wedgewood Park.

Cost: $41,439.80

Funding Source: 3306000-570150 Project 2660170

Requested By: Matt Hendren, Parks and Recreation Director

Approved By: City Manager's Office

Attachments: Sourcewell Quotes Wedgewood Park Shelter

Recommendation:
Approve and authorize the purchase and installation of a shelter replacement for Wedgewood Park from Poligon, pursuant of the PlayPower Sourcewell purchasing contract No. 010521 for the Parks Department.

poligon®

4240 136th Ave
Holland, MI 49424
Phone 616.888.3500

DATE February 27, 2026

Sourcewell Awarded Contract

CONTACT:
ORGANIZATION Broken Arrow Parks
EMAIL:
PHONE:
FAX:

SHIP TO:

BILL TO: **Invoice will be emailed to email address above unless another email address or mailing address is provided**

PO or 50% down with Net 30
TERMS (Subject To Credit Approval By ACS)

12 - 16 Weeks from Approved Submittals
SHIPPING TIME

Equipment Pricing Good for 30 days
All Other Pricing Good for 30 Days from Date of Proposal

We are pleased to submit this proposal to supply the following items:

QTY	ITEM NO.	DESCRIPTION	UNIT WT	UNIT PRICE	WEIGHT	EXTENDED AMT
		Wedgewood Pavilion				
1	SQR-20	20' Square with MultiRib Roof		$23,150.00		$ 23,150.00
1	Concrete	21x21 concrete pad with rebar and excavation		$6,500.00		$ 6,500.00
1	Drawings	Engineering for the SQR-20		$500.00		$ 500.00
1	Contract Adj	Sourcewell Purchase		2,130.20		$ (2,130.20)
		Exclusions Unless Agreed Upon				
		Electrical, Permits, Inspections, Underground Drainage,& Site Restorations				

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY ACS PLAYGROUND ADV.

ALL ORDERS ARE TAXABLE UNLESS A SALES TAX EXEMPTION IS PROVIDED. AGENT LETTER MUST ALSO BE PROVIDED WITH ACS PLAYGROUND ADVENTURES AS AUTHORIZED USER OF THE SALES TAX EXEMPTION. IF NO AGENT LETTER IS PROVIDED SALES TAX FOR MATERIALS MAY BE CHARGED BACK TO THE CUSTOMER.

ORDER ACCEPTANCE IS BASED ON SIGNED PRE-CONSTRUCTION FORM BY CUSTOMER

	Total Weight	
	SUBTOTAL MATERIAL	$ 28,019.80
	INSTALLATION	$10,500.00
	FREIGHT	$2,920.00
Sales Tax Rate	Taxable	$ -
	TOTAL	**$ 41,439.80**

ACCEPTED BY CUSTOMER — DATE

Kristin Seifried 405-226-7467 — February 27, 2026

PRINT NAME — DATE

Happy Playgrounds, LLC
7170 S Braden Ave Suite 195
Tulsa, OK 74136
Oklahoma: (918) 992-3278
Arkansas: (479) 364-6145
justin.mcelhany@happyplaygrounds.com

Happy Playgrounds

Play, World, Play!

Certified Woman Owned Small Business
Native American Owned
TERO & CESO Certified

Quote #	7015-0
Quote Date	02-24-2026
Quote Amount	**$48,440.00**

BILL TO:
City of Broken Arrow
Attention: Phillip Hink
1700 W. Detroit
Broken Arrow, OK 74012

SHIP TO:
1504 W Knoxville St
Broken Arrow, OK 74012

Item	Quantity	UOM	Description	Color	Unit Price	Total
SHELTER	1.0	EA	"NAVAJO" SHELTER BY AMERICANA - 20' X 20' X 8' EAVE HEIGHT - DARK GREEN ROOF - IVORY FRAME		$23,500.00	$23,500.00
INSTALLATION	1.0	EA	TURN-KEY INSTALLATION, INCLUDING ACCEPTING DELIVERY/OFFLOAD, POUR FOOTINGS, INSTALL ANCHOR BOLTS, ASSEMBLE STRUCTURE		$15,200.00	$15,200.00
FREIGHT	1.0	EA	QUOTED LTL DELIVERY OF AMERICANA STRUCTURE		$2,075.00	$2,075.00
CONCRETE SLAB	441.0	EA	3500 PSI, #4 REBAR ON 24" CENTERS, 12" THICKENED EDGES, SAWCUT		$15.00	$6,615.00
ENGINEERING	1.0	EA	SEALED ENGINEERED DRAWINGS WITH ENGINEER'S SEAL - STATE OF OK		$1,050.00	$1,050.00

Sub Total	**$48,440.00**
Estimated Tax	$0.00
Quote Amount	**$48,440.00**

Signature/Date

Thank you for doing business with Happy Playgrounds, LLC

Notes:

20' X 20' SHELTER FOR WEDGEWOOD PARK
PLAYPOWER SOURCEWELL CONTRACT #010521

Installation:

Our installation prices are based upon the site being graded and ready for the equipment, with no large rocks that may interfere with drilling the foundation. If large rocks or other obstacles are found which were unanticipated, there may be additional costs involved. We will notify the owner before proceeding.

City of Broken Arrow

Request for Action

File #: 26-250, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:
Approval of and authorization to execute Change Order No. 1 with Cherokee Pride Construction, Inc. for the Bristol Ponds Stormwater Improvements (SW25080)

Background:
The Bristol Ponds Stormwater Improvements project is to stabilize the channel and inlet, regrade the south side of the pond, and rebuild the outlet structure.

Change Order #1 addresses the following additions/deletions/changes to the contract:

- Contract Bid Item No. 8, Type 1-A plain rip-rap, and bid item Class AA Concrete contained miscalculation that was not identified by the design engineer during the design phase. The final quantity change order reflects the actual quantities placed in the field. Temporary silt fence, temp silt dike, stabilized construction exit and dewatering were not required and therefore not utilized. Solid slab sodding was completed at a quantity less than the original contract amount.

Total time added to contract is:

- 0 Days

The total cost for Change Order #1 amounts to $112,079.00

The additional cost associated with these changes is as follows:

Previous Change Orders:	$0
This Change Order(s):	$112,079.00
Total Cost of Change Orders:	$112,079.00
Original Contract Amount:	$86,786.00
Revised Contract Amount:	$198,865.00
Percent Change in Contract:	129.14%
Applicable to Comp. Bid Act:	0.0%

Cost: $112,079.00

Funding Source: 2018 GO Bond

Requested By: Charlie Bright, PE, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Change Order 1 Rip Rap

Recommendation:

Approval of and authorization to execute Change Order #1 with Cherokee Pride Construction. INC for the Bristol Ponds Stormwater Improvements (SW25080)

[redacted]

Public Contract Application for Contractual Changes

Contract Change Order

FINAL

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Project Name: BRISTOL PONDS STORMWATER IMPROVEMENTS
Project Number: SW25080

PO Number: 22601446
Date of Application: Friday, January 16, 26

Contractor: CHEROKEE PRICDE CONSTRUCTION, INC.
Submitted By: Joe Vardasco

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

1) Contract Bid Item No. 8, Type 1-A Plain Riprap, and Bid Item No. 15, Class AA Concrete contained a quantity miscalculation that was not identified by the design engineer during the design phase. The final quantity change order reflects the actual quantities placed in the field. Bid Item Nos. 4 (Temporary Silt Fence), 5 (Temporary Silt Dike), 7 (Stabilized Construction Exit), and 9 (Dewatering) were not required and therefore not utilized. Bid Item No. 6, Solid Slab Sodding, was completed at a quantity less than the original contract amount.

Change in Contractual Project Time:

2) No change to contract time

Plan Sheets or Additional Documents Attached: ☐ Yes ☒ No ☐ Other: _____

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
8	601(B)	Type 1-W Plain Rip-Rap (12" Thick) W/Filter Blanket	TON	$ 500.00	224	$ 112,000.00
15	509(A)	Class AA Concrete + Reinforcement	CY	$ 3,000.00	3	$ 9,000.00
4	221(B)	Temporary Silt Fence	LF	$ 1.00	-1346	$ (1,346.00)
5	221E	Temporary Silt Dike	LF	$ 10.00	-210	$ (2,100.00)
7	242	Stabilized Construction Exit	EA	$ 500.00	-1	$ (500.00)
9	613(Z)	Dewatering	DAY	$ 200.00	-15	$ (3,000.00)
6	230(A)	Solid Slab Sodding	SY	$ 5.00	-395	$ (1,975.00)
						$ -
						$ -
						$ -
					Total Change Cost:	$ 112,079.00

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$ 86,786.00
Current Change Order:	$ 112,079.00	Amended Contract Amount:	$ 198,865.00
Total Cost of Change Orders:	$ 112,079.00	Percent Change in Contract:	129.14%
Total Cost Applicable to CBA:	$ 112,097.00	Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # 1 in the sum of: $ 112,079.00 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Harlan E. Yahan II		
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	2/12/2026
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	2/13/2026
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	2/13/2026
City Manager:	Michael Spurgeon		

This Change is Executed Through:

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : _____

Council Agenda Number: _____

 City Clerk: _____

City of Broken Arrow

Request for Action

File #: 26-331, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:

Approval of and authorization to execute Change Order No. 1 between the City of Broken Arrow and Landmark Aquatic to provide Nienhuis Aquatic Facility Pool Painting, (Project No. 2560300), pursuant to the BuyBoard National Purchasing Cooperative Interlocal Participation Agreement

Background:
Nienhuis Aquatic Facility, constructed in 2007, is located at 3201 N 9th St. Due to the age of the facility, the pool surface needs repaired, refinished, and repainted to ensure longevity and to improve aesthetics.

The scope of this project is to repair, refinish and repaint the inside surface of the pool. Funding of $199,644 has been budgeted in Sales Tax Capital Improvement Fund 330 and $45,156 in Parks and Recreation Capital Improvement Fund 332.

Change Order #1 addresses the following additions/deletions/changes to the contract:

- Concrete crack repair at the Nienhuis Aquatic Facility that was discovered once the original pool paint was removed.

The total cost for Change Order #1 amount is not to exceed $16,875.00

The additional cost associated with these changes is as follows:

Previous Change Orders:	$0.00
This Change Order(s):	$16,875.00
Total Cost of Change Orders:	$16,875.00
Original Contract Amount:	$244,800.00
Revised Contract Amount:	$261,675.00
Percent Change in Contract:	6.89%
Applicable to Comp. Bid Act:	6.89%

Cost: $16,875.00

Funding Source: Capital Fund 330

Requested By: Matt Hendren, Parks and Recreation Director

Approved By: City Manager's Office

Attachments: Nienhuis Aquatic Center BuyBoard Proposal Change Order 1

Recommendation:
Ratify and approve and authorize execution of Change Order #1 with Landmark Aquatic for the Nienhuis Aquatic Facility Pool Painting (Project No. 2560300)

LANDMARK AQUATIC
1801 Linn Street
Kansas City, MO 64116

Buyboard #: 701-23

Andrew Denningmann
General Manager
adenningmann@landmarkaquatic.com

Prepared for:The Nienhuis Aquatic Facility
February 23, 2026
Buyboard # 701-23
Jody Baker
City of Broken Arrow, OK
485 N Poplar Ave.
Broken Arrow, OK 74012

Telephone: 918-259-7000 ext. 7441
Email: jbaker@brokenarrowok.gov

RE: "***Not to Exceed***" price for concrete crack repair at The Nienhuis Aquatic Facility

Westport Pools- A Landmark Aquatic Company proposes to provide the following services to your facility:

- Inspect concrete for any deficiancies and if any chipping/patching is necessary before painting, Landmark Aquatic will address by inspecting areas after first primer coat is applied. If areas need to be addressed we will v-grind and apply Series 215-218 as necessary. If smaller cracks are bridged without issue, Landmark Aquatic will continue painting without repair.
- Clean debris and trash resulting from our work, have all finished work approved and signed off on.
- **This work will be done on a straight time hourly basis and all extra work to be tracked on a time & material basis with the remaining NTE funds to be credited back to owner**.

All sales tax excluded, sales exempt certificate to be provided

LANDMARK
AQUATIC
1801 Linn Street
Kansas City, MO 64116

Buyboard #: 701-23

Total Cost Not To Exceed: $16,875.00 SIXTEEN THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS
Buyboard Contract #701-23

Clarifications: Our proposal is based on mutually agreeable terms and conditions. Any terms and conditions included in the bid package are subject to further negotiation if the project is awarded to our firm. Pricing may be considered firm for a period of 30 days from the date of this proposal.

Estimated construction schedule: Patching would start immeditaley after primer coat is applied, to assess areas not being bridged by first coating.

Payment Terms:

Landmark Aquatic will require 100% payment when job is approved and turned over to the City of Broken Arrow

Exclusions:

- Any necessary draining or refilling of any bodies of water.
- Startup, testing balancing of any bodies of water.
- Any slide or feature re-finishing.

Thank you for the opportunity and please don't hesitate to contact me with any questions. Best Regards,

Andrew Denningmann
General Manager
Direct (314) 413-8084

Mike Gregg
Project Manager
Direct (913) 207-3949

_____
Customer Signature Date

_____
Andrew Denningmann, Landmark Aquatic Date

PROGRESSIVE COMMERCIAL AQUATICS · Commercial Swim · SPEAR · CPR COMMERCIAL POOL REPAIR · WESTPORT POOLS

City of Broken Arrow

Request for Action

File #: 26-306, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:

Approval of and authorization to execute Change Order No. 2 with Myers-Cherry Construction, LLC for the Operations Center Administration Building Renovation (2317210)

Background:
The Operations Center Administration building renovation project renovates the streets and stormwater facility to house the administration personnel for Utilities and Streets and Stormwater.

Change Order #2 addresses the following additions/deletions/changes to the contract:

- This Change order is in regards to PR 02 - electrical System Revisions. This includes providing independent electrical service for both the City of Broken Arrow Jail and City of Broken Arrow Operations Center Administration Building. The scope also includes the replacement of existing electrical panels servicing the Operations Admin Building.
- This Change order also includes two months of general conditions and general requirements that was credited back in PR 01, as the final electrical service changes cannot be complete until the generator for the jail arrives.

Total time added to contract is:

- 75 Days

The total cost for Change Order #1 amounts to $167,220.70

The additional cost associated with these changes is as follows:

Previous Change Orders:	$0
This Change Order(s):	$167,220.70
Total Cost of Change Orders:	$167,220.70
Original Contract Amount:	$2,347,500.00
Revised Contract Amount:	$2,514,720
Percent Change in Contract:	7.12%
Applicable to Comp. Bid Act:	7.12%

Cost: $167,220.70

Funding Source: 2018 GO Bond

Requested By: Charlie Bright, PE, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Change Order 2 Electrical Revisions

Recommendation:

Approval of and authorization to execute Change Order #2 with Myers-Cherry Construction, LLC for the Operations Center Administration Building Renovation (2317210)

CITY OF BROKEN ARROW
Where opportunity lives

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Public Contract Application for Contractual Changes

Contract Change Order #2

Project Name: Operations Center Administration Building Renovation
Project Number: 2317210
PO Number: 22601529
Date of Application: Monday, February 9, 2026
Contractor: Myers-Cherry Construction, LLC
Submitted By: Dave Myers

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

1) Change Order #2 is in regards to PR 02- Electrical System Revisions. This includes providing independent electrical servise for both the City of Broken Arrow Jail and City of Broken Arrow Operations Center Administration Building. The scope also includes the replacement of existing electrical panels servicing the OPS Building.
2) This Change Order also includes two months of general conditions and gerneral requirements that was creditied back in PR 01, as the final electrical service changes cannot be complete until the generator for the jail arrives.

Change in Contractual Project Time:

1) This will add 75 days to the contract.

Plan Sheets or Additional Documents Attached: ☑ Yes ☐ No ☐ Other: _____

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity		Total Amount
1		General Conditions and General Requirements	LS	$11,900.00	1	$	11,900.00
2		Electrical Gear and Panels	LS	$131,216.00	1	$	131,216.00
3		Conductors and Homeruns, Profit & Overhead	LS	$24,104.70	1	$	24,104.70
					Total Change Cost:	$	167,220.70

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$ 2,347,500.00
Current Change Order:	$ 167,220.70	Amended Contract Amount:	$ 2,514,720.70
Total Cost of Change Orders:	$ 167,220.70	Percent Change in Contract:	7.12%
Total Cost Applicable to CBA:	$ 167,220.70	Percent Change Applicable to CBA:	7.12%

Change Order Authorization

ange Order # 2 in the sum of: $ 167,220.70 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	David Myers		2/10/26
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	2/10/2026
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	2/13/2026
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	2/17/2026
City Manager:	Michael Spurgeon		

e is Execut ☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : _____

Council Agenda Number: _____ City Clerk:

MYERS-CHERRY CONSTRUCTION

PCO #006

Myers-Cherry Construction, LLC
824 W. Jasper
Broken Arrow, Oklahoma 74011
Phone: +19186152225

Project: 25-110 MCC / 22601529 COBA - City Of Broken Arrow
Operations Center Administration Building Remodel
2304 S. 1st Place
Broken Arrow, Oklahoma 74012

Prime Contract Potential Change Order #006: Proposal Request 002 - Electrical Changes

TO:	City of Broken Arrow 220 S. First St. Broken Arrow, Oklahoma 74012	**FROM:**	Myers-Cherry Construction 824 W. Jasper Broken Arrow, Oklahoma 74011
PCO NUMBER/REVISION:	006 / 0	**CONTRACT:**	1 - Operations Center Administration Building Renovation
REQUEST RECEIVED FROM:	Lauren St. Clair **(Narrate)**	**CREATED BY:**	David Myers **(Myers-Cherry Construction)**
STATUS:	Pending - In Review	**CREATED DATE:**	2/2/2026
REFERENCE:	Proposal Request 02	**PRIME CONTRACT CHANGE ORDER:**	None
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	75 days	**PAID IN FULL:**	No
EXECUTED:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$167,220.70

POTENTIAL CHANGE ORDER TITLE: Proposal Request 002 - Electrical Changes

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
MCC offers the following pricing for Proposal Request 002 dated January 14th, 2026.

Proposal Request 002 includes the electrical system revisions prepared in response to the Owner's directive to provide independent electrical services for both the City of Broken Arrow Jail and the City of Broken Arrow Operations Center Administration Building. The scope of work further includes the replacement of the existing electrical panels servicing the Operations Center Administration Building.

Two (2) months of general conditions and general requirements are added to this PCO; these were credited back in Proposal Request 01, as the final electrical service changes can't be completed until the generator for the jail arrives. Currently, this is scheduled to arrive on September 28, 2026.

This work will require a extended shutdown of the operations admin, jail, and court buildings. Once we have confirmed delivery dates for both generators and new secondary services from PSO, a meeting will need to be held with City stakeholders, MCC, our Trade-Partners, Narrate, and PSO to ensure the transition with minimal impacts to City operations.

ATTACHMENTS:

26_0114_BA Operations_PR 002.pdf

#	Budget Code	Description	Amount
1	Division 01.SVC - General Conditions.Professional Services	General Conditions & General Requirements	$11,900.00
2	Division 26-26100.COM Electrical.Commitment	Electrical Gear & Panels	$131,216.00
3	Division 26-26100.COM Electrical.Commitment	Conductors & Homeruns (Per One-Line Note 4 E600)	$8,902.82
		Subtotal:	**$152,018.82**
		Overhead & Profit (10.00% Applies to all line item types.):	$15,201.88
		Grand Total:	**$167,220.70**

MYERS-CHERRY CONSTRUCTION

PCO #006

Lauren St. Clair (Narrate)
2 West 6th Street, Suite 100
Tulsa, Oklahoma 74119

Lauren St. Clair 2.3.26
SIGNATURE DATE

City of Broken Arrow
220 S. First St.
Broken Arrow, Oklahoma 74012

2-4-26
SIGNATURE DATE

Myers-Cherry Construction
824 W. Jasper
Broken Arrow, Oklahoma 74011

2/2/26
SIGNATURE DATE

ELECTRIC, INC.
1136 South 107th East Avenue
Tulsa, Oklahoma 74128
(918) 438-3359
(918) 438-3356 (Fax)

Change Order PR002

Material Cost				$48,097.18
Miscellaneous rack			$	5,000.00
Per Deim	0.00	$52.00	$	-
			$	-
Material Subtotal			$	53,097.18
Labor Cost:				
Man Hours	480.00	$75.00		36,000.00
Layout &design	0	$150.00	$	-
Site Supervision hours	0	$75.00		$0.00
Project Management Rat	24	$125.00		$3,000.00
Labor Subtotal			$	39,000.00
Material Plus Labor Subtotal			$	**92,097.18**
Specialty Areas				
Tools /days	-	$150.00		$0.00
Equipment rental	0			$15,000.00
Delivery Charge	0.00	$2.00		$0.00
Fuel, oil, lube, etc.				**$2,250.00**
Truck/Day	0.00	$150.00		$0.00
Sub Contractor				
Subtotal			$	109,347.18
Taxes and Insurance				
Completed Operations	1.00			$6,560.80
General Liability			$	7,367.77
Social Security			$	2,418.00
Oklahoma Unemployment			$	2,769.00
Work Compensation			$	4,173.00
Employee Benefits			$	4,290.00
Sales Tax			$	-
Medicare				$916.50
Health				$6,664.52
				$0.00
				$0.00
Overhead And Profit :				
Profit @	10.00%		$	10,934.72
Overhead @	10.00%		$	10,934.72

Date	1/20/2026	
Customer	COBA BA OPS	
City BA		
Change Order No#	PR002	
C.O. desciption	PR002 separate power as shown remove gear and panels innstall gear and panels	
Change order total		$ 131,216.00
Bond	0%	$0.00
Credit labor		0
Credit Materials		0
Grand total		**$ 131,216.00**

Sub Total $ 141,900.00

Addco
ELECTRIC, INC.

COBA BA OPS PR002 1/30/2026

Scope

Remove existing gear and panel boards as drawn on E 600 clouded electrical note 2 Demo electrical room.

Install new switchgear and panel boards as drawn on E 601 clouded electrical note 2 New electrical room.

Utility

E601

Provide as drawn

Coordination with PSO/AEP

CT Cabinets installation and terminations

Meters and racking

New jail riser installation

New feeders /400 mcm terminations

New racking system /Demo poles

$131,216.00

Note 4 E601

Pricing for new conductors for home runs

$8,902.82

Notes and Exclusions.

The drawing Pr002 has been submitted to AEP/PSO engineer for the area.

This pricing is based on their approval of the drawing submitted, as to their part of the installation.

A Load Sheet for each project will have to be submitted and separate accounts set for both addresses by customer.

If existing underground conduits cannot be reused due to age of system

The cost of cutting, excavation, and new conduit is not reflected in this pricing.

Thank you,

Robert Murray

Addco Electric , Inc.

AIA® Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*
City of Broken Arrow
Operations Center Administration Building
2304 South 1st Place
Broken Arrow, OK 74012

CONTRACT INFORMATION:
Contract For: General Construction
Date: December 18, 2024

Architect's Project Number: Narrate
Proposal Request Number: 002
Proposal Request Date: January 14, 2026

OWNER: *(name and address)*
City of Broken Arrow
485 N. Poplar Ave.
Broken Arrow, OK 74012

ARCHITECT: *(name and address)*
Narrate
2 West 6th Street, Suite 100
Tulsa, Oklahoma 74119

CONTRACTOR: *(name and address)*
Myers-Cherry Construction, Inc
824 W. Jasper
Broken Arrow, OK 74011

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within ten (10) days or notify the Architect in writing of the anticipated date of submission.
(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Attached are the electrical system revisions prepared in response to the Owner's directive to provide independent electrical services for both the City of Broken Arrow Jail and the City of Broken Arrow Operations Center Administration Building. The scope of work further includes replacement of the existing electrical panels serving the Operations Center Administration Building.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Lauren St. Clair CA
PRINTED NAME AND TITLE

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User Notes:
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1/16/2026 1:51:28 PM

KEYNOTES	
8	EXISTING EXTERIOR LIGHT TO REMAIN. REMOVE, CLEAN AND REINSTALL FIXTURE AND LAMP HOUSING.
11	EXISTING PUSH TO EXIT BUTTON REMAIN.
12	EXISTING CARD READER TO REMAIN.
13	EXISTING FIRE ALARM PULL STATION TO REMAIN. CONNECT BACK INTO EXISTING SYSTEM AND NEW FIRE ALARM COMPONENTS.
14	EXISTING SECURITY CAMERA TO REMAIN.
19	PROVIDE TEMPORARY UTILITY SERVICE TO EXISTING SERVICE DISCONNECT TO FEED BUILDING DURING ATS REPLACEMENT. ON COMPLETION OF ATS REPLACEMENT, REMOVE EXISTING SERVICE DISCONNECT AND FEED EXISTING MDP FROM NEW SERVICE ENTRANCE RATED ATS. PROVIDE NEMA3R PULL BOX AT EXISTING SERVICE DISCONNECT LOCATION TO CONNECT/EXTEND EXISTING FEEDERS AS REQUIRED. COORDINATE PHASING OF ATS REPLACEMENT WITH GENERATOR SITE WORK BEING DONE UNDER SEPARATE CONTRACT.
20	FLUSH MOUNTED METALLIC RECTANGULAR FLOOR BOX. TWO-GANG FLOOR BOX, LEGRAND RFBA SERIES - FPCTXX, THREE-GANG BRASS TILE FLANGE. DUPLEX FLIP COVER, PROVIDE WITH TWO (2) DUPLEX RECEPTACLES AND COMMUNICATION SCREW COVER. PROVIDE TWO (2) DUPLEX RECEPTACLES AND VOICE GRADE MODULAR VOICE/JACKS,. THE CONTRACTOR SHALL INSTALL TOP OF FLOOR BOX FLUSH WITH TOP OF FINISH FLOOR. VERIFY FINAL LOCATIONS OF ALL FLOOR BOXES WITH THE ARCHITECT PRIOR TO INSTALLATION. PROVIDE TWO(2) 3/4" CONDUITS WITH PULL STRING STUBBED INTO ACCESSIBLE CEILING SPACE WITH BUSHINGS.
21	FURNISH AND INSTALL 4-GANG COMBINATION POWER AND LOW VOLTAGE RECESSED WALL BOX, EHV84 FROM LEGRAND WIREMOLD. MOUNT DEVICES AT 60" AFF, UNLESS NOTED OTHERWISE, VERIFY EXACT MOUNTING HEIGHT AGAINST ARCHITECTURAL DRAWINGS, OWNER AND MANUFACTURERS INSTALLATION REQUIREMENTS. INSTALL BOX AS CLOSE TO DEAD CENTER BEHIND TV AS POSSIBLE. INSTALL WITH (1) DUPLEX RECEPTACLE AS INDICATED. INSTALL WITH MINIMUM (1) 3/4" CONDUIT FOR LINE VOLTAGE POWER AND (1) 1-1/4" CONDUIT FOR LOW VOLTAGE REQUIREMENTS. CONFIRM FINAL LOW VOLTAGE REQUIREMENTS WITH OWNER'S I.T. REPRESENTATIVE PRIOR TO ORDERING AND INSTALLING. PROVIDE ALL TERMINALS AND DEVICE PLATES AS REQUIRED. PROVIDE BLANK COVER PLATES FOR ALL UNUSED SPACES. CONFIRM BOX FINISH WITH ARCHITECT PRIOR TO ORDERING AND INSTALLING.
22	PROVIDE NEW LIGHTING CONTROL RELAY CONTACTOR/PANEL INCLUDING 7 DAY ASTRONOMICAL TIME CLOCK THAT ALLOWS FOR WEEKDAY AND WEEKEND SETTINGS, AUTO ADJUSTS FOR DAYLIGHT SAVINGS AND LENGTH OF SUNLIGHT PER DAY. POLES SHALL OPERATE ON A DIFFERENT TIME SCHEDULE. UNIT SHALL HAVE CAPABILITY TO PREVENT LOSS OF PROGRAMMING DURING A POWER FAILURE.
23	TRANSFORMER / POWER SUPPLY FOR PAPER TOWEL DISPENSER SHALL BE LOCATED ABOVE ACCESSIBLE CEILING. PROVIDE CONCEALED WIRING IN 3/4" CONDUIT FROM TRANSFORMER / POWER SUPPLY THRU THE WALL TO PAPER TOWEL DISPENSER/S IN ADJACENT RESTROOM. REFER TO MANUFACTURER'S INSTALLATION REQUIREMENTS FOR ROUGH-IN AND MOUNTING REQUIREMENTS.
24	PROVIDE DEDICATED GFCI CIRCUIT BREAKER PROTECTED RECEPTACLE FOR ELECTRIC WATER COOLER. COORDINATE EXACT LOCATION WITH EQUIPMENT IN FIELD PRIOR TO ROUGH-IN. RECEPTACLE SHALL BE CONCEALED BY THE ELECTRIC WATER COOLER SHROUD.
25	JUNCTION BOX FOR ELECTRICAL CONNECTION TO AUTOMATIC OPENER. COORDINATE EXACT SIZE AND LOCATION WITH EQUIPMENT SUPPLIER AND ARCHITECT PRIOR TO INSTALLATION. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR INSTALLING RACEWAYS AND MAKING FINAL CONNECTIONS TO ALL ELECTRICAL AUTOMATIC OPENER DEVICES. CIRCUIT TO 20A 1P CIRCUIT BREAKER IN NEAREST 120V GENERAL PURPOSE PANELBOARD, PROVIDE NEW AS REQUIRED. BRANCH CIRCUIT SHALL BE 2#12, 1#12GND.
26	PROVIDE RECEPTACLE FOR UNDER COUNTER REFRIGERATOR, COORDINATE EXACT LOCATION AND MOUNTING HEIGHT WITH EQUIPMENT SUPPLIER PRIOR TO INSTALLATION.
27	JUNCTION BOX FOR PUSH PLATE OPERATORS, COORDINATE EXACT SIZE AND LOCATION WITH EQUIPMENT SUPPLIER AND ARCHITECT PRIOR TO INSTALLATION (WALL MOUNTED). THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR INSTALLING RACEWAYS AND MAKING FINAL CONNECTIONS TO ALL ELECTRICAL AUTOMATIC OPENER DEVICES.

KEYNOTES	
28	WALL MOUNTED DEVICE FOR ELECTRICAL SERVICE TO MODULAR FURNITURE. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR MAKING ALL POWER CONNECTIONS TO THE FURNITURE. REFER TO THE FURNITURE WIRING DETAIL ON THE DETAILS SHEET. VERIFY LOCATION OF ALL SERVICE FITTINGS PRIOR TO INSTALLATION. BRANCH CIRCUIT SHALL BE # #12, 1 #12 NEUTRAL, 1 #10 NEUTRAL, 1 #12GND., 1/2" C.
29	SERVICE FITTING FOR ELECTRICAL SERVICE TO MODULAR FURNITURE. LEGRAND WIREMOLD RFBA SERIES - FPFFTXX. BOX IS TO BE INSTALLED FLUSH WITH FINISH FLOOR. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR MAKING ALL POWER CONNECTIONS TO THE FURNITURE. LOCATION SHOWN IS DIAGRAMMATIC, FINAL LOCATION TO BE DETERMINED IN FIELD AND BY FURNITURE SUPPLIER PRIOR TO INSTALLATION.
30	PROVIDE DEDICATED GFCI CIRCUIT BREAKER PROTECTED RECEPTACLE FOR REFRIGERATOR, +60" A.F.F. U.O.N. COORDINATE EXACT LOCATION AND MOUNTING HEIGHT WITH EQUIPMENT SUPPLIER PRIOR TO INSTALLATION.
31	TRENCH FLOOR AS REQUIRED TO ACCOMMODATE FLUSH MOUNTED NON-METALLIC RECTANGULAR FLOOR BOX.
32	DEDICATED DUPLEX RECEPTACLE FOR MICROWAVE, +18" A.F.F. U.O.N., COORDINATE EXACT LOCATION AND MOUNTING HEIGHT WITH EQUIPMENT SUPPLIER PRIOR TO INSTALLATION.
33	PROVIDE DEDICATED GFCI CIRCUIT BREAKER PROTECTED RECEPTACLE FOR ICE MAKER., COORDINATE EXACT LOCATION AND MOUNTING HEIGHT WITH EQUIPMENT SUPPLIER PRIOR TO INSTALLATION.
34	PROVIDE NEW SWITCH TO SERVE EF-5 WITH ON/OFF CONTROL CAPABILITIES.
35	PROVIDE NEW SWITCH IN JANITOR (122) TO SERVE EF-5 WITH ON/OFF CONTROL CAPABILITIES. (REFER TO E102 FOR SWITCH LOCATION).
36	ELECTRICAL CONTRACTOR TO CONFIRM EXISTING WIRE AND CONDUIT SIZE SERVING OLD EXHAUST FAN (EF-2). REFER TO MD103 - MECHANICAL DEMOLITION ROOF PLAN - PHASE 2 FOR LOCATION. UPDATE WIRE AND CONDUIT AS REQUIRED FOR NEW EXHAUST FAN (EF-5).
37	PROVIDE DEDICATED 60A, 2-POLE CIRCUIT BREAKER INTO PANEL CSB FOR ELECTRICAL SERVICE TO GENERATOR AUXILIARY PANEL. BRANCH CIRCUIT SHALL BE 3#6, 1#10GND, 3/4"C. COORDINATE EXACT LOCATION WITH MANUFACTURER.
38	CONTRACTOR TO COORDINATE PHASING FOR REMOVAL AND REPLACEMENT OF EXISTING GENERATOR AND ATS WITH OWNER AND ENGINEER TO ENSURE ELECTRICAL SERVICE TO CRITICAL SYSTEMS ARE MAINTAINED. GENERATOR PAD AND ALL ASSOCIATED UNDERSLAB CONDUITS TO BE INSTALLED AS PART OF A SEPARATE CONTRACT AND TO BE CONSIDERED EXISTING.
39	CONTRACTOR TO MAINTAIN SERVICE TO EXISTING JUSTICE CENTER PANEL E UNTIL JUSTICE CENTER GENERATOR INSTALLATION IS COMPLETE. COORDINATE PHASING OF FEEDER REMOVAL AND INSTALLATION OF NEW PANEL H WITH OWNER AND ENGINEER TO ENSURE CONTINUED OPERATION OF JUSTICE CENTER CRITICAL SYSTEMS.
40	PROVIDE THREE (3) STACKED COLUMNS OF THREE (3) ROWS OF QUAD RECEPTACLES. COORDINATE EXACT MOUNTING HEIGHT WITH OWNER/ ARCHITECT. EACH COLUMN TO BE SERVED BY THE SAME CIRCUIT. CIRCUIT AS INDICATED.
41	ROUTE LIGHTING CIRCUIT THROUGH NEW LIGHTING CONTACTOR/TIMECLOCK AS REQUIRED FOR CONTROL. SEE LIGHTING CONTROL DIAGRAM FOR ADDITIONAL INFORMATION. VERIFY EMERGENCY EGRESS OVERRIDE IN EVENT OF POWER OUTAGE.
42	PROVIDE RELAY TO INTERLOCK EXHAUST FAN WITH LIGHT SWITCH SERVING RESTROOM FOR ON/OFF CONTROL CAPABILITIES.
43	SHADED FIXTURES ARE EMERGENCY EM DRIVERS/FIXTURES, SEE LIGHTING FIXTURE SCHEDULE FOR ADDITIONAL ORDERING AND COMPONENTS AS REQUIRED FROM MANUFACTURER/SUPPLIER.
44	CONNECT NEW FIXTURE TO EXISTING LIGHTING CIRCUIT IN THIS AREA.
49	RECEPTACLES, CONTROL PANEL, AND OTHER EQUIPMENT SHOWN ON THIS WALL ARE TO BE RELOCATED FROM DEMOLISHED WALL. ANY ITEMS ON THIS WALL ARE TO BE RELOCATED AND RECONNECTED AS SHOWN, U.O.N. COORDINATE ANY CHANGES REQUIRED WITH IT DEPARTMENT.
51	RELOCATE CAMERA, REFER TO DE101 - POWER DEMOLITION PLAN - PHASE 1 FOR ORIGINAL LOCATION.
52	PROVIDE DEDICATED RECEPTACLE FOR RELOCATED AIR COMPRESSOR. COORDINATE EXACT ELECTRICAL REQUIREMENTS WITH MANUFACTURER.
53	PROVIDE JUNCTION BOX ABOVE CEILING FOR OUTDOOR SIGNAGE AND ROUTE THROUGH LIGHTING CONTACTOR/TIMECLOCK AS REQUIRED FOR CONTROL. ROUTE CONDUCTORS TO THE JUNCTION BOX AND CAP FOR FUTURE USE.
54	PROVIDE ONE(1) 2 1/2" CONDUIT WITH PULL STRING FROM NEW PANEL H LOCATION TO EXISTING MDP FOR FUTURE CONNECTION OF PANEL H.
55	PANEL H FOR FUTURE TRAFFIC CONTROL SYSTEM ONLY. NO BRANCH CIRCUITS TO BE CONNECTED TO PANEL H U.O.N
57	JUNCTION BOX FOR ELECTRICAL CONNECTION TO ACCESS CONTROL DEVICE. COORDINATE EXACT SIZE AND LOCATION WITH EQUIPMENT SUPPLIER AND ARCHITECT PRIOR TO INSTALLATION. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR INSTALLING RACEWAYS AND MAKING FINAL CONNECTIONS TO ALL ELECTRICAL ACCESS CONTROL DEVICES. CIRCUIT TO 20A 1P CIRCUIT BREAKER IN NEAREST 120V GENERAL PURPOSE PANELBOARD, PROVIDE NEW AS REQUIRED. BRANCH CIRCUIT SHALL BE 2#12, 1#12GND.
58	CONNECT NEW FIXTURES IN CORRIDORS TO EXISTING LIGHTING CONTROLS INSTALLED AS PART OF PHASE 1.
59	EXISTING PANEL G TO BE RELOCATED. REFER TO POWER PLANS. EXTEND EXISTING FEEDER TO NEW PANEL LOCATION.
2 64	EXISTING SERVICE HAS BOTH BUILDINGS (JAIL AND OPERATIONS) TOGETHER ON ONE UTILITY METER. CONTRACTOR TO COORDINATE REQUIREMENTS FOR SPLITTING OF BUILDING SERVICES TO 2 SEPARATE METERS.

DATE		REVISION
08.01.25		100% CONSTRUCTION DOCUMENTS
09.18.25	1	ADDENDUM 01
01.14.26	2	PR 002

E005

BRIAN D. HUNLEY 01/12/26 29004 OKLAHOMA

CITY OF BROKEN ARROW
Where opportunity lives

narrate
2 WEST 6TH STREET, SUITE 100
TULSA, OKLAHOMA 74119
918.587.2282
WWW.NARRATEDESIGN.COM

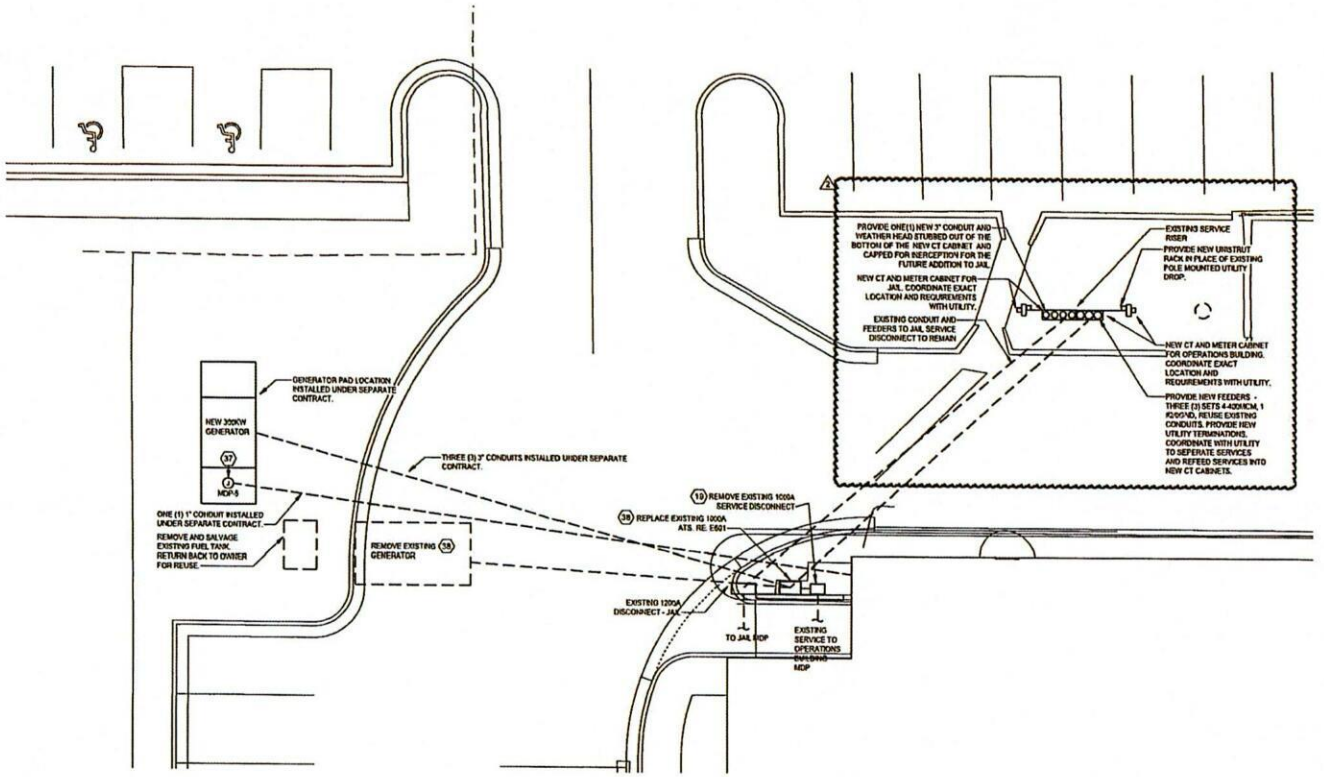
Phillips+Gomez
Consulting Engineers
15 W 6th Street, Suite 2510
Tulsa, OK 74119
PH. 918.584.0100
Oklahoma Certificate of Authorization #CA1375
Renewal Date: 06.30.27

CITY OF BROKEN ARROW
OPERATIONS CENTER
ADMINISTRATION BUILDING

ELECTRICAL KEYNOTES

PROFILE SCALE: HORZ. ____ VERT. ____	DESIGN TLB	DATE	DRAFTED BDH	DATE
	REVIEWED	DATE	APPROVED	DATE
DRAWING NAME: E005	SHEET OF ____		PROJECT NO. 2317210	

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1 SITE PLAN - ELECTRICAL
SCALE: 1/8" = 1'-0"

DATE		REVISION
08.01.25		100% CONSTRUCTION DOCUMENTS
09.18.25	1	ADDENDUM 01
01.14.26	2	PR 002

CITY OF BROKEN ARROW
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WWW.NARRATEDESIGN.COM

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15 W 6th Street, Suite 2510
Tulsa, OK 74119
PH. 918.584.0102
Oklahoma Certificate of Authorization #CA1395
Renewal Date: 06.30.27

CITY OF BROKEN ARROW
OPERATIONS CENTER
ADMINISTRATION BUILDING

SITE ELECTRICAL PLAN

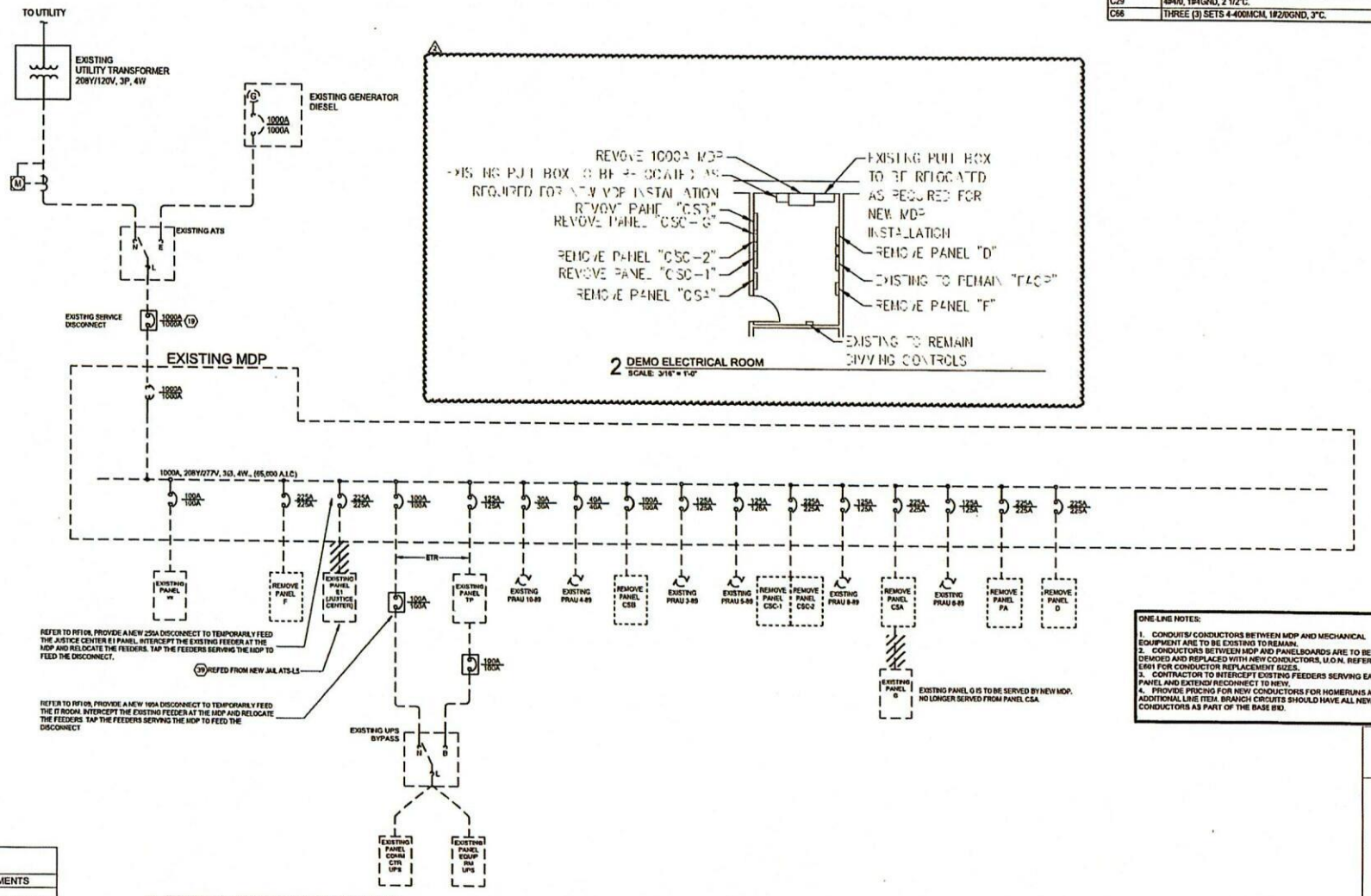
E401

BRIAN D. HUNLEY 29904 OKLAHOMA

PROFILE SCALE: HORZ. ____ VERT. ____	DESIGN	DATE	DRAFTED	DATE
	TLB			
	REVIEWED	DATE	APPROVED	DATE
	BDH			
DRAWING NAME: E401	SHEET ____ OF ____		PROJECT NO. 2317210	

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CONDUIT SCHEDULE	
MARK	FEEDER SIZES
C5	4#8, 1#10GND, 1"C.
C11	4#3, 1#8GND, 1 1/4"C.
C29	4#4/0, 1#4GND, 2 1/2"C.
C56	THREE (3) SETS 4-400MCM, 1#2/0GND, 3"C.



1 ELECTRICAL DEMOLITION ONE-LINE DIAGRAM
SCALE: N.T.S.

2 DEMO ELECTRICAL ROOM
SCALE: 3/16" = 1'-0"

ONE-LINE NOTES:

1. CONDUITS/ CONDUCTORS BETWEEN MDP AND MECHANICAL EQUIPMENT ARE TO BE EXISTING TO REMAIN.
2. CONDUCTORS BETWEEN MDP AND PANELBOARDS ARE TO BE DEMOED AND REPLACED WITH NEW CONDUCTORS, U.O.N. REFER TO E601 FOR CONDUCTOR REPLACEMENT SIZES.
3. CONTRACTOR TO INTERCEPT EXISTING FEEDERS SERVING EACH PANEL AND EXTEND/ RECONNECT TO NEW.
4. PROVIDE PRICING FOR NEW CONDUCTORS FOR HOMERUNS AS ADDITIONAL LINE ITEM. BRANCH CIRCUITS SHOULD HAVE ALL NEW CONDUCTORS AS PART OF THE BASE BID.

DATE		REVISION
08.01.25		100% CONSTRUCTION DOCUMENTS
09.19.25	2	PR 002

E600

BRIAN D. HUNLEY 04-03-26 29004 OKLAHOMA REGISTERED PROFESSIONAL ENGINEER

CITY OF BROKEN ARROW
Where opportunity lives

narrate
2 WEST 6TH STREET, SUITE 100
TULSA, OKLAHOMA 74119
918.587.2262
WWW.NARRATEDESIGN.COM

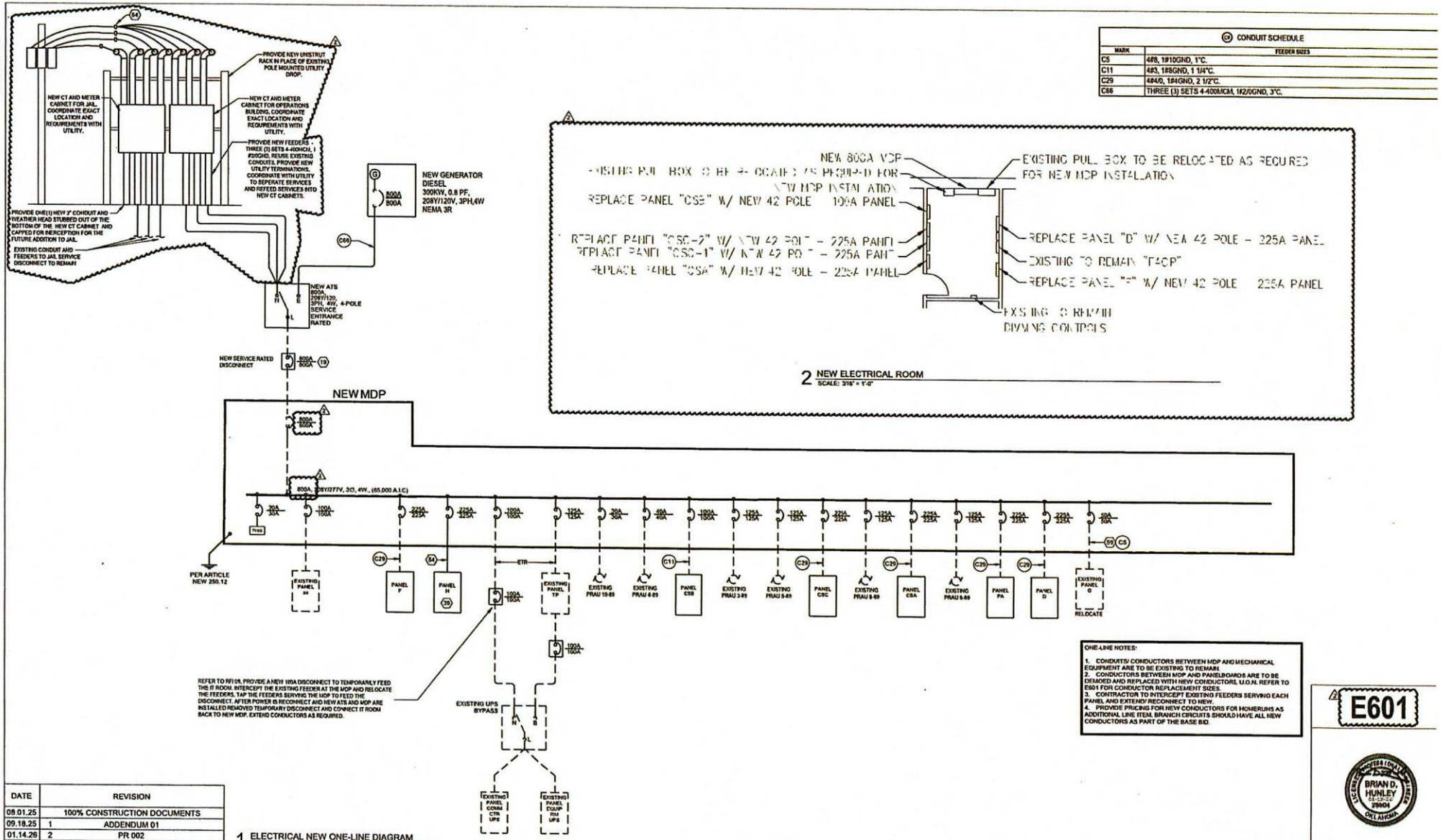
Phillips+Gomez
Consulting Engineers
15 W 6th Street, Suite 2510
Tulsa, OK 74119
PH. 918.584.0102
Oklahoma Certificate of Authorization #CA1395
Renewal Date: 06.30.27

CITY OF BROKEN ARROW OPERATIONS CENTER ADMINISTRATION BUILDING

ELECTRICAL DEMOLITION ONE-LINE

PROFILE SCALE:	DESIGN	DATE	DRAFTED	DATE
HORZ.	TLB			
VERT.	REVIEWED	DATE	APPROVED	DATE
DRAWING NAME: E600	BDH			
	SHEET OF		PROJECT NO. 2317210	

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1 ELECTRICAL NEW ONE-LINE DIAGRAM
SCALE: N.T.S.

2 NEW ELECTRICAL ROOM
SCALE: 3/16" = 1'-0"

CONDUIT SCHEDULE	
MARK	FEEDER SIZES
C5	4#8, 1#10GND, 1"C.
C11	4#3, 1#8GND, 1 1/4"C.
C29	4#4/0, 1#4GND, 2 1/2"C.
C66	THREE (3) SETS 4-400MCM, 1#2/0GND, 3"C.

ONE-LINE NOTES:
1. CONDUITS/ CONDUCTORS BETWEEN MDP AND MECHANICAL EQUIPMENT ARE TO BE EXISTING TO REMAIN.
2. CONDUCTORS BETWEEN MDP AND PANELBOARDS ARE TO BE DEMOED AND REPLACED WITH NEW CONDUCTORS, U.O.N. REFER TO E601 FOR CONDUCTOR REPLACEMENT SIZES.
3. CONTRACTOR TO INTERCEPT EXISTING FEEDERS SERVING EACH PANEL AND EXTEND/ RECONNECT TO NEW.
4. PROVIDE PRICING FOR NEW CONDUCTORS FOR HOMERUNS AS ADDITIONAL LINE ITEM. BRANCH CIRCUITS SHOULD HAVE ALL NEW CONDUCTORS AS PART OF THE BASE BID.

DATE		REVISION
08.01.25		100% CONSTRUCTION DOCUMENTS
09.18.25	1	ADDENDUM 01
01.14.26	2	PR 002

E601

BRIAN D. HUNLEY 29904 OKLAHOMA

CITY OF BROKEN ARROW
Where opportunity lives

narrate
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TULSA, OKLAHOMA 74119
918.587.2262
WWW.NARRATEDESIGN.COM

Phillips+Gomez
Consulting Engineers
15 W 6th Street, Suite 2510
Tulsa, OK 74119
PH. 918.584.0102
Oklahoma Certificate of Authorization #CA1395
Renewal Date: 06.30.27

CITY OF BROKEN ARROW
OPERATIONS CENTER
ADMINISTRATION BUILDING

ELECTRICAL ONE-LINE

PROFILE SCALE:	DESIGN	DATE	DRAFTED	DATE
HORZ.	TLB			
VERT.	REVIEWED	DATE	APPROVED	DATE
	BDH			
DRAWING NAME: E601	SHEET OF		PROJECT NO. 2317210	

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City of Broken Arrow

Request for Action

File #: 26-253, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:

Approval of and authorization to execute Change Order No. 4 with Scissor Tail Construction LLC for the Broken Arrow Public Safety Complex Fire Department Annex Building project (191711)

Background:
The BAPSC Fire Department Annex Building project is to renovate the existing facility for the Fire Department. This project will add 7 Ambulance bays allowing for the quick resupply of all Ambulances throughout the City of Broken Arrow.

Change Order #4 addresses the following additions/deletions/changes to the contract:

- This Change Order is to amend the original contract price from $939,153.28 to include Bid Alternate 1: Exterior Wall Paint. This will change the contract price to $958,400.78

- There is a 15-day change in contract time.

The total cost for Change Order #4 amounts to $19,247.50

The additional cost associated with these changes is as follows:

Previous Change Orders:	$159,586.61
This Change Order(s):	$19,247.50
Total Cost of Change Orders:	$178,834.11
Original Contract Amount:	$958,400.78
Revised Contract Amount:	$1,117,987.39
Percent Change in Contract:	19.04%
Applicable to Comp. Bid Act:	13.37%

Cost: $19,247.50

Funding Source: 2018 GO Bond

Requested By: Charlie Bright, PE, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: BAPSC Fire Dept Annex Change Order 4

Recommendation:
Approve and authorize execution of Change Order #4 with Scissor Tail Construction LLC for the Broken Arrow Public Safety Complex Fire Department Annex Building Project (191711)

Docusign Envelope ID: 4833CA33-223C-45C3-816E-6EC36BCD410B

CITY OF BROKEN ARROW
Where opportunity lives

Public Contract Application for Contractual Changes

Contract Change Order #4

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Project Name: BAPSC Fire Department Annex Building
Project Number: 191711
PO Number: 22503344
Date of Application: Tuesday, February 10, 2026
Contractor: Scissor Tail Construction
Submitted By: Mike Baxter

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

1) This Change Order is to amend the original contract price from $939,153.28 to include Alternate 1: Exterior Wall Paint. This will bring the new contract price to $958,400.78

Change in Contractual Project Time:

1) This will add an additional 15 days to the contract.

Plan Sheets or Additional Documents Attached: ☐ Yes ☑ No ☐ Other: _____

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity		Total Amount
1		Exterior Wall Paint	LS	$19,247.50	1	$	19,247.50
						$	-
						$	-
					Total Change Cost:	$	19,247.50

Summary of Project Costs

Total Previous Change Orders:	$	159,586.61	Original Contract Amount:	$	939,153.28
Current Change Order:	$	19,247.50	Amended Contract Amount:	$	1,117,987.39
Total Cost of Change Orders:	$	178,834.11	Percent Change in Contract:		19.04%
Total Cost Applicable to CBA:	$	125,558.61	Percent Change Applicable to CBA:		13.37%

Change Order Authorization

Change Order # 4 in the sum of: $ 19,247.50 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	mike Baxter	Signed by: Signature 1C9F3FF...	2/11/25
Construction Division Manager:	Nathanael T. Kohl, PE		2/11/2026
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	2/13/2026
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	2/13/2026
City Manager:	Michael Spurgeon		

This Change is Executed Through:

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : _____

Council Agenda Number: _____ City Clerk: _____

City of Broken Arrow

Request for Action

File #: 26-298, **Version:** 1

Broken Arrow City Council
03-03-2026

Title:

Approval of PR-001291-2024|PT-002600-2026, Conditional Final Plat, The Cedars at the Preserve II, approximately 25.91 acres, 94 Lots, PUD-310 (Planned Unit Development), located one-quarter mile south of Omaha Street (51st Street) on the east side of 37th Street (209th East Avenue)

Background:

PT-002600-2026, the conditional final plat for The Cedars at the Preserve II, contains 94 lots on 25.91 acres. This property, which is located one-quarter mile south of Omaha Street (51st Street) on the east side of 37th Street (209th East Avenue).

Single-family lots with a minimum 52' lot width and a minimum lot size of 6,000 square feet make up the proposed plat under the PUD-310 Design Statement which was approved by City Council on June 16, 2020. Primary access to this development will be provided on 37th Street (209th East Avenue) with additional access off of Omaha Street (51st Street), which were both constructed in Phase I of the subdivision.

According to FEMA maps, the southern portion of this property is located in the 100-year floodplain or floodway. Subdivision Regulations 3.3c8 requires all property located within a one percent (1%) (100-year) floodplain shall be placed within a reserve area. The applicant intends to file appropriate applications with FEMA. The preliminary plat was approved by Planning Commission on February 22, 2024. Applicant will resubmit the conditional final plat once determinations have been made by FEMA.

Water is serviced by Rural Water District #4 and sanitary sewer is serviced by the City of Broken Arrow. This conditional final plat was reviewed by the Technical Advisory Committee on February 3, 2026, where planning, engineering, and stormwater comments were made as on the attached plat. The Planning Commission recommended approval of this conditional final plat at its February 12, 2026 meeting. Version 2.0 is the revised plat that staff is recommending approval for.

Cost: $0

Funding Source: -

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Conditional Final Plat v 1.0
Conditional Final Plat v 1.1
Conditional Final Plat v 2.0
PUD-310 Design Statement
FEMA Map

Recommendation:
Staff and the Planning Commission recommend PR-001291-2024|PT-002600-2026, conditional final plat version 2.0 for The Cedars at the Preserve II be approved.

CONDITIONAL FINAL PLAT

The Cedars At The Pr

A SUBDIVISION OF THE PART OF THE WEST HALF OF THE NORTHWEST QUA
PART OF THE NW/4 OF THE SW/4 OF SECTION 32, TOWNSHIP 19 NORTH, RA
INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY,
PUD-310

OWNER/DEVELOPER
209TH STREET LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
PHONE: 918-258-6161
ATTN: GLENN SHAW

0 30 60 120
DRAWING SCALE: 1"= 60'

CONTINUES ON PAGE 1

Finish floor elevations are required to be shown on the plat, these should correspond to the pad elevations established by the grading

Reserve A will need to have an address assigned

Submit a street sign plan

A Reserve Area A
Scale: 1" = 50'

RESERVE AREA A (SEE DETAIL A)

E. INDIANAPOLIS ST.

E. HELENA ST.

S. 37TH STREET E.

N. 37TH PL.

N. 38TH PL.

50.00' ROW

77.00' ROW

77.00' ACCESS

FEMA FLOODPLAIN ZONE AE

AE FLOODWAY BY MAP

AE FLOODPLAIN (PER ELEVATION)

RESERVE AREA B & ODE 13,992 SF

RESERVE AREA C 19,312 SF

UNPLATTED

11' U/E (BY DOC.# 2025-981)

11' U/E (DOC. #2025-981)

17.5' U/E (DOC. #2025-982)

50' OKLAHOMA NATURAL GAS EASEMENT, BK. 2393 PG. 556

SW CORNER OF THE NW/4 SEC. 32, T-19-N, R-15-E 3/8" IPF

694.69' L.N.A.

S. LINE NW/4

N01°30'00"W 330.59'

S88°48'13"W 240.04'

S01°11'47"E 104.00'

N88°48'13"E 240.04'

N01°11'47"W 104.00'

S63°10'47"W 155.35'

S32°08'13"W 213.42'

S40°19'01"W 239.91'

S88°48'13"W 194.20'

Missing C23 and the lots sum is 131.75 vs 131.71.

On curve C19 the lots sums and the listed length do not match. Review and verify that the other curve lengths match the summed lengths.

Define the three Zone AE areas shown on the plat.
- AE Floodplain per elevation
- Zone AE Floodway by map
- FEMA Floodplain Zone AE

CONTACTS

MUNICIPAL AUTHORITY
CITY OF BROKEN ARROW
210 SOUTH 1ST STREET
BROKEN ARROW, OK 74012

UTILITY CONTACTS

OKLAHOMA NATURAL GAS COMPANY
5848 EAST 15TH STREET
BROKEN ARROW, OK 74112
PHONE: 918.831.8293

AEP / PSO
212 EAST 6TH STREET
BROKEN ARROW, OK 74119
PHONE: 918.599.2351

WINDSTREAM TELECOM COMPANY
2300 EAST 1ST PLACE
BROKEN ARROW, OK 74012
PHONE: 918.451.3427

COX COMMUNICATIONS
11811 EAST 51ST STREET
BROKEN ARROW, OK 74145
PHONE: 918.286.4658

WAGONER COUNTY RURAL WATER DISTRICT #4
9816 S. 239TH EAST AVENUE
BROKEN ARROW, OKLAHOMA 74014
918-258-2331

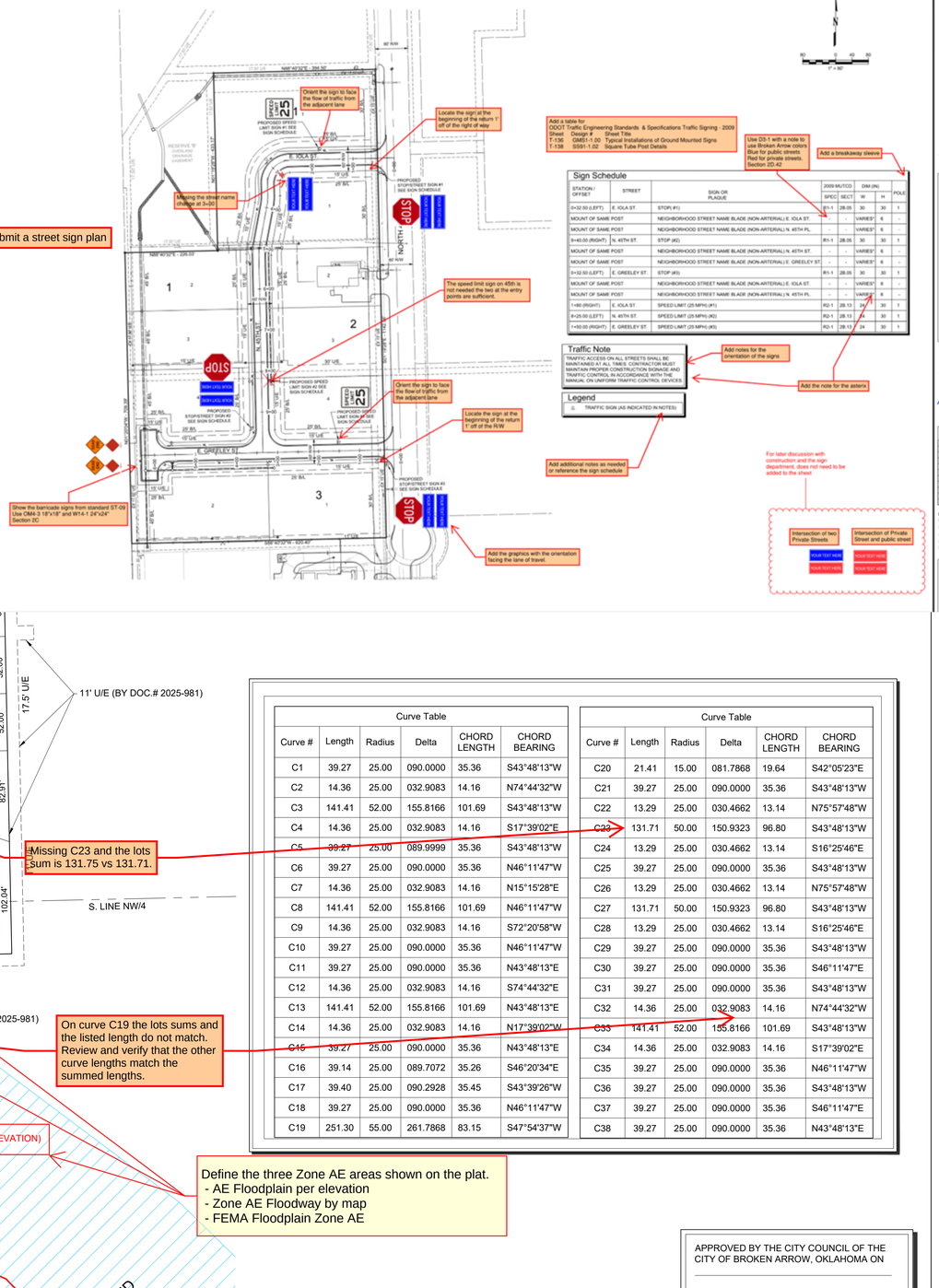
Identify the sewer providers

ALL PROPERTIES ARE WITHIN CURRENT MAPPED FLOODPLAIN. NO BUILDING PERMIT WILL BE ISSUED UNTIL THE LOMR HAS BEEN ACCEPTED BY FEMA

Show the minimum Pad Elevations on the properties within the floodplain.

BENCHMARK

TOP OF RAILROAD SPIKE AT NORTHWEST CORNER OF SEC. 32 T-19-N, R-15- E
ELEV.= 686.76' (NAVD '88)



Sign Schedule							
STATION / OFFSET	STREET	SIGN OR PLAQUE	2009 MUTCD		DIM (IN)		POLE
			SPEC	SECT	W	H	
0+32.50 (LEFT)	E. IOLA ST.	STOP(#1)	R1-1	2B.05	30	30	1
MOUNT OF SAME POST		NEIGHBORHOOD STREET NAME BLADE (NON-ARTERIAL) E. IOLA ST.	-	-	VARIES'	6	-
MOUNT OF SAME POST		NEIGHBORHOOD STREET NAME BLADE (NON-ARTERIAL) N. 45TH PL.	-	-	VARIES'	6	-
9+40.00 (RIGHT)	N. 45TH ST.	STOP (#2)	R1-1	2B.05	30	30	1
MOUNT OF SAME POST		NEIGHBORHOOD STREET NAME BLADE (NON-ARTERIAL) N. 45TH ST.	-	-	VARIES'	6	-
MOUNT OF SAME POST		NEIGHBORHOOD STREET NAME BLADE (NON-ARTERIAL) E. GREELEY ST.	-	-	VARIES'	6	-
0+32.50 (LEFT)	E. GREELEY ST.	STOP (#3)	R1-1	2B.05	30	30	1
MOUNT OF SAME POST		NEIGHBORHOOD STREET NAME BLADE (NON-ARTERIAL) E. IOLA ST.	-	-	VARIES'	6	-
MOUNT OF SAME POST		NEIGHBORHOOD STREET NAME BLADE (NON-ARTERIAL) N. 45TH PL.	-	-	VARIES'	6	-
1+80 (RIGHT)	E. IOLA ST.	SPEED LIMIT (25 MPH) (#1)	R2-1	2B.13	24	30	1
8+25.00 (LEFT)	N. 45TH ST.	SPEED LIMIT (25 MPH) (#2)	R2-1	2B.13	24	30	1
1+60.00 (RIGHT)	E. GREELEY ST.	SPEED LIMIT (25 MPH) (#3)	R2-1	2B.13	24	30	1

Curve Table					
Curve #	Length	Radius	Delta	CHORD LENGTH	CHORD BEARING
C1	39.27	25.00	090.0000	35.36	S43°48'13"W
C2	14.36	25.00	032.9083	14.16	N74°44'32"W
C3	141.41	52.00	155.8166	101.69	S43°48'13"W
C4	14.36	25.00	032.9083	14.16	S17°39'02"E
C5	39.27	25.00	089.9999	35.36	S43°48'13"W
C6	39.27	25.00	090.0000	35.36	N46°11'47"W
C7	14.36	25.00	032.9083	14.16	N15°15'28"E
C8	141.41	52.00	155.8166	101.69	N46°11'47"W
C9	14.36	25.00	032.9083	14.16	S72°20'58"W
C10	39.27	25.00	090.0000	35.36	N46°11'47"W
C11	39.27	25.00	090.0000	35.36	N43°48'13"E
C12	14.36	25.00	032.9083	14.16	S74°44'32"E
C13	141.41	52.00	155.8166	101.69	N43°48'13"E
C14	14.36	25.00	032.9083	14.16	N17°39'02"W
C15	39.27	25.00	090.0000	35.36	N43°48'13"E
C16	39.14	25.00	089.7072	35.26	S46°20'34"E
C17	39.40	25.00	090.2928	35.45	S43°39'26"W
C18	39.27	25.00	090.0000	35.36	N46°11'47"W
C19	251.30	55.00	261.7868	83.15	S47°54'37"W

Curve Table					
Curve #	Length	Radius	Delta	CHORD LENGTH	CHORD BEARING
C20	21.41	15.00	081.7868	19.64	S42°05'23"E
C21	39.27	25.00	090.0000	35.36	S43°48'13"W
C22	13.29	25.00	030.4662	13.14	N75°57'48"W
C23	131.71	50.00	150.9323	96.80	S43°48'13"W
C24	13.29	25.00	030.4662	13.14	S16°25'46"E
C25	39.27	25.00	090.0000	35.36	S43°48'13"W
C26	13.29	25.00	030.4662	13.14	N75°57'48"W
C27	131.71	50.00	150.9323	96.80	S43°48'13"W
C28	13.29	25.00	030.4662	13.14	S16°25'46"E
C29	39.27	25.00	090.0000	35.36	S43°48'13"W
C30	39.27	25.00	090.0000	35.36	S46°11'47"E
C31	39.27	25.00	090.0000	35.36	S43°48'13"W
C32	14.36	25.00	032.9083	14.16	N74°44'32"W
C33	141.41	52.00	155.8166	101.69	S43°48'13"W
C34	14.36	25.00	032.9083	14.16	S17°39'02"E
C35	39.27	25.00	090.0000	35.36	N46°11'47"W
C36	39.27	25.00	090.0000	35.36	S43°48'13"W
C37	39.27	25.00	090.0000	35.36	S46°11'47"E
C38	39.27	25.00	090.0000	35.36	N43°48'13"E

APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON

MAYOR

ATTEST: CITY CLERK

The Cedars at The Preserve II
Case No. PT-001291-2024
Sheet 2 of 4

Date Prepared: December 15, 2025

PLOT DATE: Mon, 15 Dec 2025 FILE: P:\19\53-THE CEDARS @ THE PRESERVE II\CEDARS AT THE PRESERVE II-BASE

CONDITIONAL FINAL PLAT

The Cedars At The Preserve II

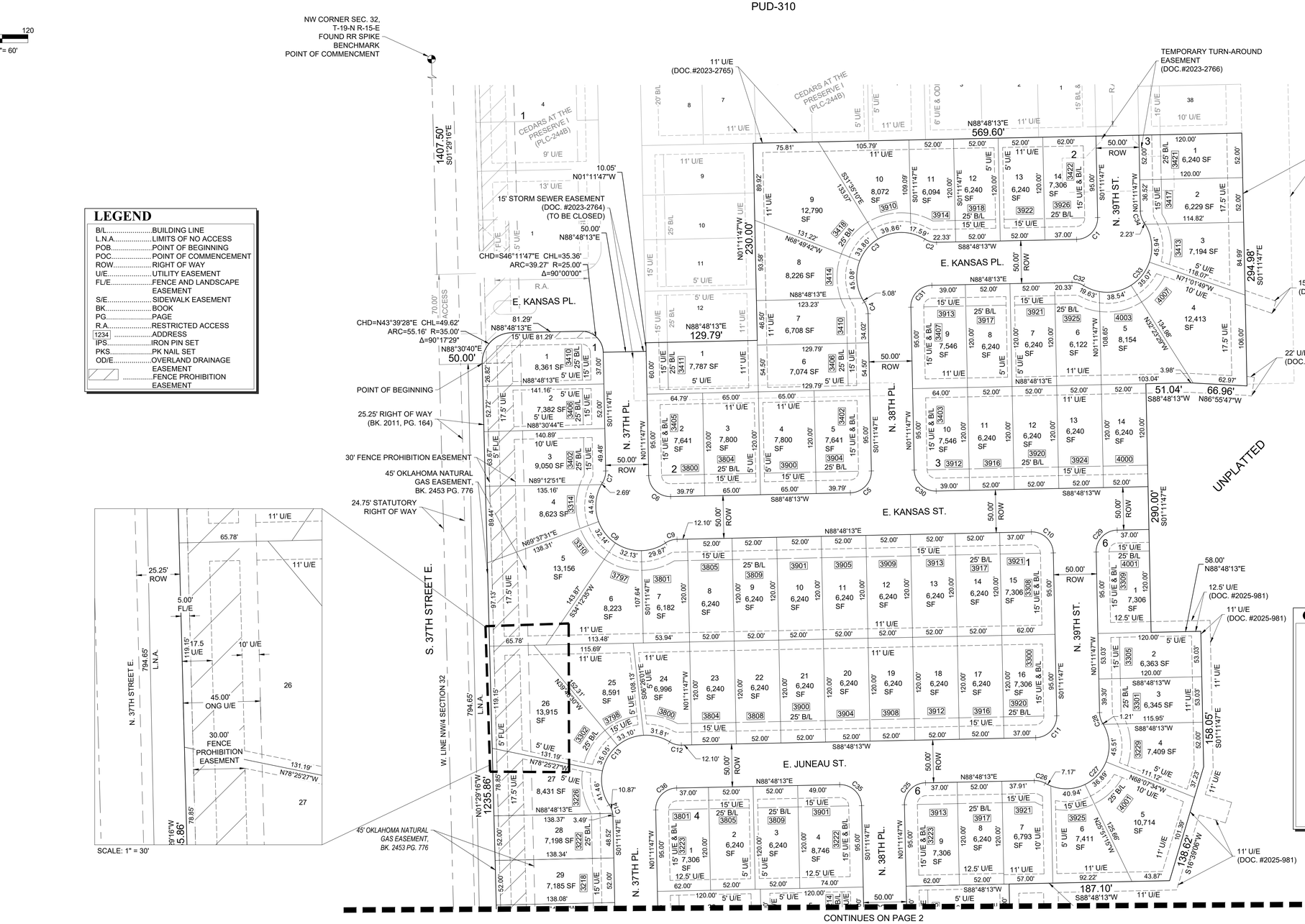
A SUBDIVISION OF THE PART OF THE WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4) AND PART OF THE NW/4 OF THE SW/4 OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.
PUD-310

OWNER/DEVELOPER
209TH STREET LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
PHONE: 918-258-6161
ATTN: GLENN SHAW

ENGINEER/SURVEYOR
AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2026
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

*NOTE: THE CITY OF BROKEN ARROW HAS A POLICE AND FIRE TRAINING FACILITY TO THE EAST THAT IS USED BOTH DAY AND NIGHT. IN ADDITION, THERE IS A FORMER LANDFILL LOCATED ON THE PROPERTY TO THE EAST. EACH BUILDING PERMIT ISSUED IN THIS SUBDIVISION SHALL INCLUDE A COMMENT REGARDING THE NEARBY POICE AND FIRE TRAINING FACILITY AND FORMER LANDFILL.

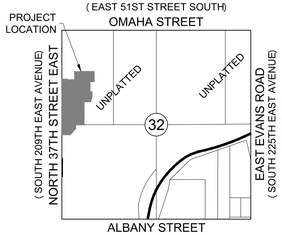
0 30 60 120
DRAWING SCALE: 1"= 60'



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LEGEND

B/L	BUILDING LINE
L.N.A.	LIMITS OF NO ACCESS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
ROW	RIGHT OF WAY
U/E	UTILITY EASEMENT
FL/E	FENCE AND LANDSCAPE EASEMENT
S/E	SIDEWALK EASEMENT
BK	BOOK
PG	PAGE
R.A.	RESTRICTED ACCESS
1234	ADDRESS
IPS	IRON PIN SET
PKS	PK NAIL SET
OD/E	OVERLAND DRAINAGE EASEMENT
	FENCE PROHIBITION EASEMENT



LOCATION MAP
SCALE: 1"=2000'

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS ONE HUNDRED NINETEEN (119) LOTS IN SIX (6) BLOCKS AND TWO (2) RESERVE AREAS CONTAINING 27.71 ACRES

BLOCK 1	5.47 ACRES - 32 LOTS
BLOCK 2	2.47 ACRES - 14 LOTS
BLOCK 3	2.27 ACRES - 14 LOTS
BLOCK 4	3.37 ACRES - 22 LOTS
BLOCK 5	2.56 ACRES - 11 LOTS
BLOCK 6	4.31 ACRES - 26 LOTS
RESERVE A	0.02 ACRES
RESERVE B	0.33 ACRES

SITE DATA

BENCHMARK
TOP OF RAILROAD SPIKE AT NORTHWEST CORNER OF SEC. 32 T-19-N, R-15- E
ELEV.= 686.76' (NAVD `88)

BASIS OF BEARINGS
GRID BEARING BASED ON THE OKLAHOMA STATE PLAN COORDINATE SYSTEM - NORTH 3501 WITH A BEARING OF N 88°48'13" E BEING THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 32 T-19N R-15-E.

LAND AREA
1,207,028 SF± / 27.71 ACRES±

MONUMENTATION
A 3 /8"X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "6318" TO BE SET AT ALL LOT CORNERS, ALL STREET CENTERLINE INTERSECTIONS, POINTS OF CURVE, POINTS OF TANGENT, POINTS OF COMPOUND CURVE, POINTS OF REVERSE CURVE, CENTER OF CUL-DE-SACS AND CENTER OF EYEBROWS, AFTER COMPLETION OF IMPROVEMENTS, UNLESS NOTED OTHERWISE.

ADDRESSES
ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

DETENTION DETERMINATION
DETENTION DETERMINATION NUMBER: DD-062824-35

CONTACTS

MUNICIPAL AUTHORITY
CITY OF BROKEN ARROW
210 SOUTH 1ST STREET
BROKEN ARROW, OK 74012

UTILITY CONTACTS

OKLAHOMA NATURAL GAS COMPANY
5848 EAST 15TH STREET
BROKEN ARROW, OK 74112
PHONE: 918.831.8293

WINDSTREAM TELECOM COMPANY
2300 EAST 1ST PLACE
BROKEN ARROW, OK 74012
PHONE: 918.451.3427

AEP / PSO
212 EAST 6TH STREET
BROKEN ARROW, OK 74119
PHONE: 918.599.2351

COX COMMUNICATIONS
11811 EAST 51ST STREET
BROKEN ARROW, OK 74145
PHONE: 918.286.4658

WAGONER COUNTY RURAL WATER DISTRICT #4
9816 S. 239TH EAST AVENUE
BROKEN ARROW, OKLAHOMA 74014
918-258-2331

APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON

_____

MAYOR

_____

ATTEST: CITY CLERK

BENCHMARK

TOP OF RAILROAD SPIKE AT NORTHWEST CORNER OF SEC. 32 T-19-N, R-15- E
ELEV.= 686.76' (NAVD `88)

PLOT DATE: Mon - 15 Dec 2025
FILE: P:\19\33-THE CEDARS @ THE PRESERVE II\CEDARS AT THE PRESERVE II-BASE

The Cedars at The Preserve II
Case No. PT-001291-2024
Sheet 1 of 4

Date Prepared: December 15, 2025

CONDITIONAL FINAL PLAT

The Cedars At The Preserve II

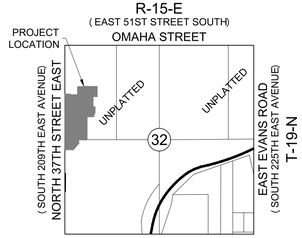
A SUBDIVISION OF THE PART OF THE WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4) AND PART OF THE NW/4 OF THE SW/4 OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.
PUD-310

OWNER/DEVELOPER
209TH STREET LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
PHONE: 918-258-6161
ATTN: GLENN SHAW

ENGINEER/SURVEYOR
AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2026
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

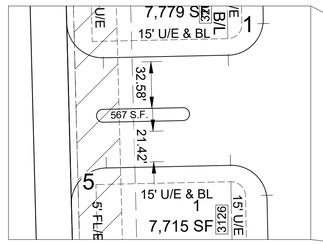


0 30 60 120
DRAWING SCALE: 1"= 60'

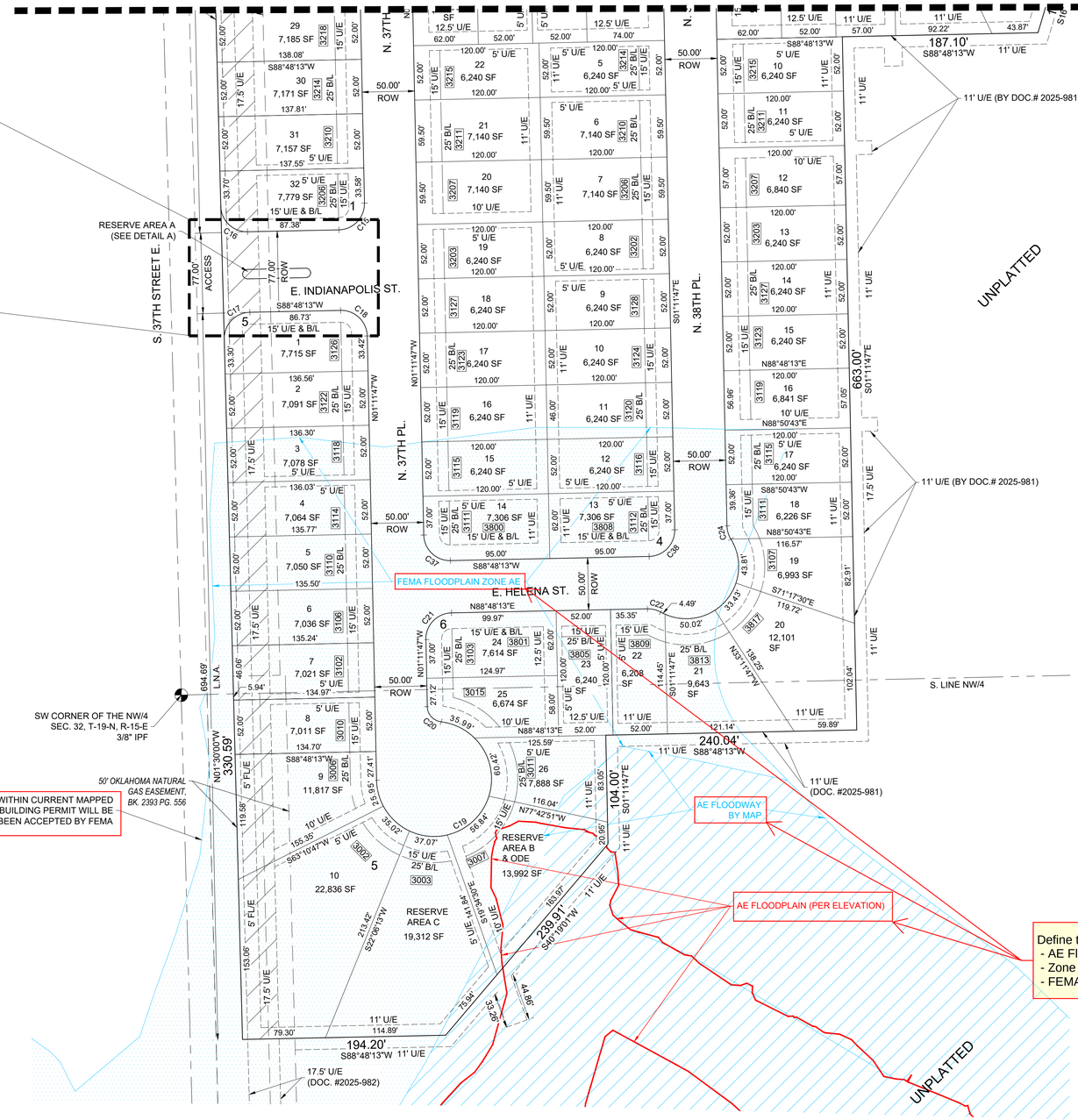


LOCATION MAP
SCALE: 1"=2000'

CONTINUES ON PAGE 1



A Reserve Area A
Scale: 1" = 50'



FLOODPLAIN

PORTIONS OF THIS PROPERTY ARE LOCATED WITHIN ZONE "AE" PER FIRM PANEL "40145C0105J" DATED SEPTEMBER 30, 2016.

ZONING PUD-310

FRONT YARD SETBACK	25 FEET
REAR YARD SETBACK	20 FEET
INTERIOR SIDE YARD SETBACK	5 FEET

LEGEND

B/L	BUILDING LINE
L.N.A.	LIMITS OF NO ACCESS
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POC	POINT OF COMMENCEMENT
ROW	RIGHT OF WAY
U/E	UTILITY EASEMENT
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WAGONER COUNTY RURAL WATER DISTRICT #4
9816 S. 239TH EAST AVENUE
BROKEN ARROW, OKLAHOMA 74014
918-258-2331

ALL PROPERTIES ARE WITHIN CURRENT MAPPED FLOODPLAIN. NO BUILDING PERMIT WILL BE ISSUED UNTIL THE LOMR HAS BEEN ACCEPTED BY FEMA

Show the minimum Pad Elevations on the properties within the floodplain.

Define the three Zone AE areas shown on the plat.
- AE Floodplain per elevation
- Zone AE Floodway by map
- FEMA Floodplain Zone AE

Curve Table					
Curve #	Length	Radius	Delta	CHORD LENGTH	CHORD BEARING
C1	39.27	25.00	090.0000	35.36	S43°48'13"W
C2	14.36	25.00	032.9083	14.16	N74°44'32"W
C3	141.41	52.00	155.8166	101.69	S43°48'13"W
C4	14.36	25.00	032.9083	14.16	S17°39'02"E
C5	39.27	25.00	089.9999	35.36	S43°48'13"W
C6	39.27	25.00	090.0000	35.36	N46°11'47"W
C7	14.36	25.00	032.9083	14.16	N15°15'28"E
C8	141.41	52.00	155.8166	101.69	N46°11'47"W
C9	14.36	25.00	032.9083	14.16	S72°20'58"W
C10	39.27	25.00	090.0000	35.36	N46°11'47"W
C11	39.27	25.00	090.0000	35.36	N43°48'13"E
C12	14.36	25.00	032.9083	14.16	S74°44'32"E
C13	141.41	52.00	155.8166	101.69	N43°48'13"E
C14	14.36	25.00	032.9083	14.16	N17°39'02"W
C15	39.27	25.00	090.0000	35.36	N43°48'13"E
C16	39.14	25.00	089.7072	35.26	S46°20'34"E
C17	39.40	25.00	090.2928	35.45	S43°39'26"W
C18	39.27	25.00	090.0000	35.36	N46°11'47"W
C19	251.30	55.00	261.7868	83.15	S47°54'37"W

Curve Table					
Curve #	Length	Radius	Delta	CHORD LENGTH	CHORD BEARING
C20	21.41	15.00	081.7868	19.64	S42°05'23"E
C21	39.27	25.00	090.0000	35.36	S43°48'13"W
C22	13.29	25.00	030.4662	13.14	N75°57'48"W
C23	131.71	50.00	150.9323	96.80	S43°48'13"W
C24	13.29	25.00	030.4662	13.14	S16°25'46"E
C25	39.27	25.00	090.0000	35.36	S43°48'13"W
C26	13.29	25.00	030.4662	13.14	N75°57'48"W
C27	131.71	50.00	150.9323	96.80	S43°48'13"W
C28	13.29	25.00	030.4662	13.14	S16°25'46"E
C29	39.27	25.00	090.0000	35.36	S43°48'13"W
C30	39.27	25.00	090.0000	35.36	S46°11'47"E
C31	39.27	25.00	090.0000	35.36	S43°48'13"W
C32	14.36	25.00	032.9083	14.16	N74°44'32"W
C33	141.41	52.00	155.8166	101.69	S43°48'13"W
C34	14.36	25.00	032.9083	14.16	S17°39'02"E
C35	39.27	25.00	090.0000	35.36	N46°11'47"W
C36	39.27	25.00	090.0000	35.36	S43°48'13"W
C37	39.27	25.00	090.0000	35.36	S46°11'47"E
C38	39.27	25.00	090.0000	35.36	N43°48'13"E

APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON

MAYOR

ATTEST: CITY CLERK

BENCHMARK

TOP OF RAILROAD SPIKE AT NORTHWEST CORNER OF SEC. 32 T-19-N, R-15- E
ELEV.= 686.76' (NAVD '88)

PLOT DATE: Mon, 15 Dec 2025 FILE: P:\19\19-3-THE CEDARS @ THE PRESERVE II\CEDARS AT THE PRESERVE II-BASE

CONDITIONAL FINAL PLAT

The Cedars At The Preserve II

A SUBDIVISION OF THE PART OF THE WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4) AND PART OF THE NW/4 OF THE SW/4 OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.
PUD-310

OWNER/DEVELOPER
209TH STREET LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
PHONE: 918-258-6161
ATTN: GLENN SHAW

ENGINEER/SURVEYOR
AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2026
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

KNOW ALL MEN BY THESE PRESENTS:
209TH STREET, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND SITUATED IN THE WEST HALF (W/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-TWO (32), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, WAGONER COUNTY, STATE OF OKLAHOMA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION THIRTY-TWO (32), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST, THENCE SOUTH 01°29'16" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 1407.50 FEET TO THE SOUTHWEST CORNER OF THE CEDARS AT THE PRESERVE I, A SUBDIVISION IN THE CITY OF BROKEN ARROW, PLAT DOC. #2023-11021 AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION FOR THE NEXT NINE CALLS; THENCE NORTH 88°30'40" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT OF WAY LINE OF N. 37TH ST. E.; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CHORD BEARING OF NORTH 43°39'28" EAST AND A CHORD DISTANCE OF 49.62 FEET, FOR AN ARC DISTANCE OF 55.16 FEET; THENCE NORTH 88°48'13" EAST, A DISTANCE OF 81.29 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 46°11'47" EAST, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET; THENCE NORTH 88°48'13" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 01°11'47" WEST, A DISTANCE OF 10.05 FEET; THENCE NORTH 88°48'13" EAST, A DISTANCE OF 129.79 FEET; THENCE NORTH 01°11'47" WEST, A DISTANCE OF 230.00 FEET; THENCE NORTH 88°48'13" EAST, A DISTANCE OF 569.60 FEET; THENCE SOUTH 01°11'47" EAST, A DISTANCE OF 294.98 FEET; THENCE NORTH 86°55'47" WEST, A DISTANCE OF 66.96 FEET; THENCE SOUTH 88°48'13" WEST, A DISTANCE OF 51.04 FEET; THENCE SOUTH 01°11'47" EAST, A DISTANCE OF 290.00 FEET; THENCE NORTH 88°48'13" EAST, A DISTANCE OF 58.00 FEET; THENCE SOUTH 01°11'47" EAST, A DISTANCE OF 158.05 FEET; THENCE SOUTH 16°39'06" WEST, A DISTANCE OF 138.62 FEET; THENCE SOUTH 88°48'13" WEST, A DISTANCE OF 187.10 FEET; THENCE SOUTH 01°11'47" EAST, A DISTANCE OF 663.00 FEET; THENCE SOUTH 88°48'13" WEST, A DISTANCE OF 240.04 FEET; THENCE SOUTH 01°11'47" EAST, A DISTANCE OF 104.00 FEET; THENCE SOUTH 40°19'01" WEST, A DISTANCE OF 239.91 FEET; THENCE SOUTH 88°48'13" WEST, A DISTANCE OF 194.20 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH 37TH STREET EAST, THENCE NORTH 01°30'00" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 330.59 FEET; THENCE NORTH 01°29'16" WEST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1235.86 FEET TO THE POINT OF BEGINNING. CONTAINING 1,128,701 SQUARE FEET OR 25.91 ACRES.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 119 LOTS IN 6 BLOCKS AND 2 RESERVE AREAS EACH ONE REFERRED TO HEREIN AS A "LOT" OR COLLECTIVELY AS "LOTS"), IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "THE CEDARS AT THE PRESERVE II", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "THE CEDARS AT THE PRESERVE" OR THE "SUBDIVISION").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS
THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN THE CITY OF BROKEN ARROW FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY ALL UTILITY LINES, INCLUDING WATER LINES AND SEWER LINES, EXCLUDING GAS LINES AND GAS SERVICE LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE, SEWER SERVICE AND ALL UTILITY SERVICES, EXCLUDING NATURAL GAS, TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY LINES AND SERVICE
1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES AND OTHER COMMUNICATION SERVICES MAY BE LOCATED ALONG THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION. OTHERWISE, ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS AND IN THE RIGHTS-OF-WAY FOR PUBLIC STREETS AS DEPICTED BY THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES AND OTHER COMMUNICATION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR COMMUNICATION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR COMMUNICATION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR OTHER COMMUNICATION SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE
1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN OR STORM SEWER.
2. WITHIN THE UTILITY AND DRAINAGE EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, STORM SEWER OR DRAINAGE WAYS, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED. THE CITY OF BROKEN ARROW, INTER ALIA, MAY SPECIFICALLY ENFORCE THIS PROVISION.
3. WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS AS THE PROVIDER, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES OR STORM WATER FACILITIES. WAGONER COUNTY RURAL WATER DISTRICT #4 SHALL HAVE SUCH RIGHT OF ACCESS FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF POTABLE WATER FACILITIES. ITS SUCCESSOR UTILITY OR MUNICIPALITY PROVIDING WATER SERVICE SHALL HAVE SIMILAR RIGHT OF ACCESS.
5. WHERE WATER LINES ARE INSTALLED WITHIN A UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF WAGONER COUNTY RURAL WATER DISTRICT #4, OKLAHOMA, OR ITS SUCCESSORS. THE UTILITY EASEMENTS DEDICATED HEREIN FOR THE PURPOSE OF PROVIDING POTABLE WATER ARE DEDICATED TO WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS OR ASSIGNS, AS THE EXCLUSIVE PROVIDER OF POTABLE WATER TO THE SUBDIVISION. SEWER, GAS, ELECTRIC, COMMUNICATION, CABLE, SOLID WASTE MANAGEMENT, AND OTHER PROVIDERS OF UTILITIES, OTHER THAN POTABLE WATER, MAY ALSO USE SAID EASEMENTS.
6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, WAGONER COUNTY RURAL WATER DISTRICT #4, THEIR SUCCESSORS, OR ANY UTILITY PROVIDER OF SERVICES AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS
THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED, HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

E. GAS SERVICE
1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.
2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.
3. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT_WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.
5. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
6. ONG'S EASEMENT(S) RECORDED IN BOOK 835, PAGE 429 AND BOOK 835, PAGE 787, AND BOOK 2453, PAGE 776, REMAIN IN FULL FORCE AND EFFECT. ONG'S EASEMENT(S) PRE-DATE THE RIGHT-OF-WAY DEDICATION IN THIS PLAT AND MAY PROHIBIT OR LIMIT CERTAIN USES OF ONG'S RIGHT OF WAY, INCLUDING PAVING, OTHER UTILITY LINES, AND PERMANENT STRUCTURES, WITHOUT ONG'S PRIOR WRITTEN CONSENT.
7. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION E SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

F. RESERVE AREA A
THE USE OF RESERVE AREA A SHALL BE LIMITED TO OPEN SPACE, RECREATION, LANDSCAPING AND UTILITIES. THE RESERVE AREA SHALL SUBSEQUENTLY BE CONVEYED TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION IV FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF RESERVES AND OTHER COMMON AREAS OF THE SUBDIVISION. RESERVE AREA A IS LOCATED WITHIN AND IS A PART OF THE PUBLIC RIGHT-OF-WAY. THE OWNER/DEVELOPER OF THE CEDARS AT THE PRESERVE II IS PERMITTED TO INSTALL LANDSCAPING, LIGHTING, SIGNAGE, AND IRRIGATION SYSTEMS IN THIS AREA. IT IS ALSO EXPRESSLY UNDERSTOOD THAT THE MAINTENANCE OF THIS RESERVE AREA IS THE RESPONSIBILITY OF THE OWNER. THE CITY OF BROKEN ARROW SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO, INCLUDING BUT NOT LIMITED TO SIGNAGE, LIGHTING, LANDSCAPING, OR IRRIGATION SYSTEMS WITHIN RESERVE AREA A. THE CITY OF BROKEN ARROW ALSO RESERVES THE RIGHT TO MODIFY, RECONSTRUCT, OR REMOVE THE MEDIANS IN RESERVE AREA A.

G. RESERVE AREA B
THE USE OF RESERVE AREA B DEDICATED ON THE PLAT FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING, LANDSCAPING AND FLOODPLAIN AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OR RESERVE AREA B WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. FENCING SHALL MEET THE CITY OF BROKEN ARROW ZONING ORDINANCE REQUIREMENTS FOR ANY PROPOSED FENCING IN THE FLOODPLAIN AREAS.

H. RESERVE AREA C
THE USE OF RESERVE E SHALL BE LIMITED TO OPEN SPACE, RECREATIONS, LANDSCAPING, POOLS, CLUBHOUSES AND UTILITIES. ANY TRAILS CONSTRUCTED WITHIN THE RESERVE MUST MEET ADA REQUIREMENTS AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. THE RESERVE AREA SHALL SUBSEQUENTLY BE CONVEYED TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION III FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF RESERVES AND OTHER COMMON AREAS OF THE SUBDIVISION.

Correct the spelling. "... maintenance OF reserve area ...."

Correct the Reference to Reserve E. It should be Reserve Area C.

I. SURFACE DRAINAGE AND LOT GRADING RESTRICTION
EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH F SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER, BY THE OWNER/DEVELOPER AND BY THE HOMEOWNERS ASSOCIATION.

Correct the Reference to Paragraph F. This is Paragraph I.

J. LIMITS OF NO ACCESS
THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO S. 37TH STREET E. WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF BROKEN ARROW AREA PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

K. SIDEWALKS
SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. THE OWNER SHALL CONSTRUCT REQUIRED SIDEWALKS WITHIN ANY RESERVE AREAS, COMMON AREAS AND ALONG ARTERIAL STREET FRONTAGES OF ABUTTING LOTS HAVING ACCESS ONTO MINOR STREETS, AS WELL AS ALL ADA RAMPS. THE DEVELOPER SHALL INSTALL ADA RAMPS AT THE TIME THE STREETS ARE CONSTRUCTED. THE HOMEOWNER WILL NEED TO CONNECT TO RAMP. WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE OWNER/DEVELOPER, THE BUILDER OF A RESIDENCE ON EACH LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK. REQUIRED SIDEWALKS AND ADA RAMPS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF BROKEN ARROW ENGINEERING DESIGN STANDARDS.

L. MINIMUM BUILDING SETBACKS AND YARDS
1. NO BUILDING SHALL BE LOCATED NEARER TO THE RIGHT OF WAY OF AN ADJOINING PUBLIC STREET THAN THE BUILDING LINE DEPICTED ON THE ACCOMPANYING PLAT.
2. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN TEN (10) FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN FIFTEEN (15) FEET, UNLESS THE GARAGE ENTRY IS LOCATED ON SUCH SIDE, WHERE IT WILL BE NO LESS THAN TWENTY-FIVE (25) FEET.
3. THE MINIMUM REAR YARD SHALL BE TWENTY (20) FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD, BUT NO BUILDING SHALL BE ERECTED NEARER THAN FIVE (5) FEET TO ANY LOT LINE.
4. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

K. CERTIFICATE OF OCCUPANCY RESTRICTIONS
NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED BY THE CITY OF BROKEN ARROW UNTIL COMPLETION OF THE ENTIRE DEVELOPMENT AND ITS FORMAL ACCEPTANCE BY THE CITY OF BROKEN ARROW. ANY AND ALL CONSTRUCTION PURSUANT TO ANY BUILDING PERMIT, BUT PRIOR TO THE CITY OF BROKEN ARROW'S FORMAL ACCEPTANCE OF THE ENTIRE DEVELOPMENT, SHALL BE AT THE OWNER/DEVELOPER'S, CONTRACTOR'S/BUILDER'S OR INVESTOR'S OWN RISK.

L. FENCE AND LANDSCAPE EASEMENT
THE OWNER HEREBY ESTABLISHES AND RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION AN EXCLUSIVE PERPETUAL EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING ALONG THE WESTERN BOUNDARY OF THE SUBDIVISION WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS "FENCE & LANDSCAPE EASEMENT" OR "F/LE". SUCH RIGHTS SHALL BE CONVEYED TO THE HOME OWNERS ASSOCIATION AT A LATER DATE.

M. FENCE PROHIBITION EASEMENT
NO FENCE CONSTRUCTION IS ALLOWED WITHIN THE AREA DESIGNATED ON THE PLAT AS FENCE PROHIBITION EASEMENT. ONG HAS AN EASEMENT RECORDED IN BOOK 2453, PAGE 776 THAT PREDATES THIS PLAT AND REQUIRES THAT NO FENCES BE CONSTRUCTED WITHIN CERTAIN PORTIONS OF THAT EASEMENT TO ENSURE ONG'S USE OF THAT EASEMENT. NO FENCE SHALL BE ERECTED WITHIN THIS EASEMENT FOR ANY PURPOSES. ANY FENCE CONSTRUCTED WITHIN THIS EASEMENT SHALL BE REMOVED AT LOT OWNER'S EXPENSE. IN THE EVENT THE LOT OWNER REFUSES TO REMOVE THE FENCE, ONG SHALL HAVE THE EXPLICIT RIGHT TO ENTER ONTO THE PROPERTY AND REMOVE ANY AND ALL FENCES CONTAINED WITHIN ANY PORTION OF THE FENCE PROHIBITION EASEMENT. THE LOT OWNER SHALL BEAR ALL COSTS ENDURED BY ONG IN THE EFFORT TO REMOVE ANY SUCH PROHIBITED FENCES.

N. OVERLAND DRAINAGE AND DETENTION EASEMENTS
1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AND OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF OR CONSTRUCTION OF A WIRE, WROUGHT IRON, SPLIT RAIL, OR SIMILAR APPROVED FENCES SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA. ALL FENCING IN THE ODE MUST BE APPROVED BY THE CITY STORM WATER MANAGER BEFORE INSTALLATION. ANY FENCING IN THE ODE MAY BE REMOVED BY THE CITY AT THE OWNERS EXPENSE AND THE CITY OF BROKEN ARROW IS NOT RESPONSIBLE TO REINSTALL THE FENCE. NO EQUIPMENT SUCH AS HVAC, POOL PUMPS/FILTERS, OR OTHER MECHANICAL EQUIPMENT MAY BE LOCATED IN THE EASEMENT. ANY EQUIPMENT IN THE EASEMENT MAY BE MOVED OR DISCONNECTED AT THE OWNERS EXPENSE AND THE CITY OF BROKEN ARROW IS NOT RESPONSIBLE TO RECONNECT THE EQUIPMENT.
4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. OBSTRUCTIONS MAY INCLUDE POOL EQUIPMENT OR HVAC EQUIPMENT. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BROKEN ARROW, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

O. ADJACENT OWNERSHIP
THE CITY OF BROKEN ARROW HAS A POLICE AND FIRE TRAINING FACILITY TO THE EAST THAT IS USED BOTH DAY AND NIGHT. IN ADDITION, THERE IS A FORMER LANDFILL LOCATED ON THE PROPERTY TO THE EAST. EACH BUILDING PERMIT ISSUED IN THIS SUBDIVISION SHALL INCLUDE A COMMENT REGARDING THE NEARBY POLICE AND FIRE TRAINING FACILITY AND FORMER LANDFILL.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

THE CEDARS AT THE PRESERVE WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT, DESIGNATED AS PUD 310 PURSUANT TO SECTION 2.Y, ARTICLE A OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, (ORDINANCE NO. 2931) AS EXISTED ON APRIL 20, 2020 (HEREINAFTER REFERRED TO AS THE "BROKEN ARROW ZONING ORDINANCE"). WHICH P.U.D. NO. 310 WAS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION ON 6/11/2020, AND WAS APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON 6/16/2020. THE PLANNED UNIT

CONDITIONAL FINAL PLAT

The Cedars At The Preserve II

A SUBDIVISION OF THE PART OF THE WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4) AND PART OF THE NW/4 OF THE SW/4 OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.
PUD-310

OWNER/DEVELOPER
209TH STREET LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
PHONE: 918-258-6161
ATTN: GLENN SHAW

ENGINEER/SURVEYOR
AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2026
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

SECTION III. PRIVATE RESTRICTIONS

A. ARCHITECTURAL COMMITTEE.

1. PLAN REVIEW. NO BUILDING, FENCE, WALL, OR EXTERIOR ANTENNA SHALL BE ERECTED, PLACED OR ALTERED (INCLUDING EXTERIOR PAINTING) ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER/DEVELOPER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

2. COMMITTEE PURPOSE. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

3. TRANSFER OF DUTIES. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON LATER OF JANUARY 1, 2030, OR THE TRANSFER OF THE OWNER/DEVELOPER OF ITS LAST LOT IN THE ADDITION BE DEEMED TRANSFERRED TO THE THE PRESERVE HOMEOWNERS' ASSOCIATION, INC., OWNER/DEVELOPER, OR UPON WRITTEN ASSIGNMENT TO SAID HOMEOWNERS' ASSOCIATION BY THE OWNER/DEVELOPER, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

B. USE

THE USE OF THE LOTS SHALL BE LIMITED TO DETACHED SINGLE-FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES. ONLY ONE RESIDENCE SHALL BE PERMITTED UPON A LOT.

C. FLOOR AREA

1. A SINGLE STORY DWELLING SHALL HAVE AT LEAST 1,000 SQUARE FEET OF FINISHED HEATED LIVING AREA.
2. IF A DWELLING HAS TWO LEVELS OR STORIES IMMEDIATELY ABOVE AND BELOW EACH OTHER MEASURED VERTICALLY AND ALL SUCH LEVELS OR STORIES ARE ABOVE THE FINISHED EXTERIOR GRADE OF SUCH DWELLING, THEN SUCH DWELLING SHALL HAVE AT LEAST 1,000 SQUARE FEET OF FINISHED HEATED LIVING AREA ON THE FIRST STORY OR LEVEL AND SHALL HAVE A TOTAL OF THE VARIOUS LEVELS OR STORIES OF AT LEAST 1,400 SQUARE FEET OF FINISHED HEATED LIVING AREA.
3. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT, GARAGE, OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALLY AT THE TOP PLATE LEVEL TO THE FACE OF THE OUTSIDE WALL. REQUIRED LIVING AREA MUST AVERAGE AT LEAST SEVEN (7) FEET SIX (6) INCHES IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREAS, THE HEIGHT SHALL BE SEVEN (7) FEET SIX (6) INCHES FOR AT LEAST ONE HALF (1/2) OF THE REQUIRED LIVING AREAS, AND ANY AREA LESS THAT FIVE (5) FEET IN HEIGHT SHALL BE EXCLUDED.
4. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FLOOR AREA REQUIREMENTS SET OUT IN PARAGRAPH 1 AND 2 OF THIS SUBSECTION C.

D. MAXIMUM BUILDING HEIGHT

NO BUILDING SHALL EXCEED TWO AND ONE HALF STORIES OR THIRTY- FIVE FEET IN HEIGHT.

E. GARAGES

WITHIN EACH LOT THERE SHALL BE PROVIDED A MINIMUM OF TWO PARKING SPACES WITHIN AN ATTACHED GARAGE. GARAGES SHALL BE ENCLOSED, AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS IS PROHIBITED.

F. FOUNDATIONS

ANY EXPOSED FOUNDATION SHALL BE BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.

G. MASONRY

THERE SHALL NOT BE ANY SPECIFIC MASONRY REQUIREMENT OTHER THAN PARAGRAPH F ABOVE.

H. WINDOWS

WITHIN A DWELLING, ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

I. ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12, EXCEPT FOR PORCHES AND PATIOS THAT IN NO EVENT SHALL HAVE A ROOF PITCH OF LESS THAN 4/12.

J. ROOFING MATERIALS

ROOFING FOR A DWELLING SHALL BE SELF-SEALING COMPOSITION SHINGLES, TAMKO HERITAGE 30 YEAR WEATHERED WOOD IN COLOR. PROVIDED, HOWEVER, THAT IF SUCH ROOFING SHOULD NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING APPROVED BY THE ARCHITECTURAL COMMITTEE SHALL BE PERMITTED UPON DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE ALTERNATIVE IS OF EQUAL OR SUPERIOR QUALITY AND OF A DESIGN AND COLOR COMPATIBLE WITH THE ROOFING MATERIAL ABOVE SPECIFIED.

K. DRIVEWAYS

DRIVEWAYS SHALL BE CONCRETE, SHALL BE THE SAME COLOR AS THE SIDEWALKS AND CURBS WITHIN THE SUBDIVISION, AND SHALL REQUIRE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

L. FENCING

1. ALL FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING CODE. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THE POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING, PROVIDED, HOWEVER, ON CORNER LOTS, FENCING MAY EXTEND TO THE SIDE YARD LOT LINE. EXCEPT AS SPECIFIED IN SECTION L(2) IMMEDIATELY BELOW, (I) ALL FENCING SHALL BE 6' PRIVACY CONSTRUCTED OF STANDARD WOOD; AND (II) CHAIN LINK, BARBED WIRE, MESH AND OTHER METAL FENCING IS PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT. FENCES FACING THE STREET AND INSTALLED IN SIDE YARDS BETWEEN DWELLINGS SHALL BE ALIGNED WITH EXISTING FENCES ON ADJOINING LOTS WHERE POSSIBLE. THE GOOD SIDE OF EVERY FENCE SHALL FACE THE STREET AND WOOD FENCES SHALL BE STAINED WITH CLEAR STAIN UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL COMMITTEE. OTHER TYPES OF FENCING CONSTRUCTED OF WROUGHT IRON, BRICK, OR STONE MAY BE PERMITTED IF PREAPPROVED BY THE ARCHITECTURAL COMMITTEE. VINYL COATED CHAIN LINK FENCE, WITH WOODED POST AND TOP RAIL IS RESTRICTED TO LOTS ADJACENT TO RESERVE AREAS ONLY IN ACCORDANCE WITH SECTION II(L)(2) IMMEDIATELY BELOW.
2. WITH RESPECT TO LOTS WHICH ARE CONTIGUOUS WITH LAKES, PONDS OR DETENTION FACILITIES IN RESERVE AREAS, THE SIDE YARD FENCES SHALL BE TAPERED IN HEIGHT TO FIVE FEET (5') WITHIN THIRTY FEET (30') OF THE PERIMETER FENCING THE LAKE, POND OR DETENTION AREA AND WITHIN SAID 30' AREA SHALL BE OF THE SAME SPECIFICATIONS AS THE PERIMETER FENCING DESCRIBED BELOW. PERIMETER FENCING SHALL BE REQUIRED ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITH THE RESERVE AREAS WITH LAKES, PONDS OR DETENTION AREAS AND SAID PERIMETER FENCING SHALL BE CONSTRUCTED OF VINYL COATED CHAIN LINK RESIDENTIAL GRADE MATERIAL WITH WOODEN TOP RAILS AND POSTS. SUCH PERIMETER FENCING SHALL BE FOUR FEET (4') IN HEIGHT AND UNIFORM IN HEIGHT, DESIGN AND MATERIAL.

M. SEASONAL DECORATIONS

ALL SEASONAL DECORATIONS SHALL BE REMOVED NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DAY OF THE ACTUAL HOLIDAY.

N. ON-SITE CONSTRUCTION

NO RESIDENCE OR BUILDING BUILT OFF-SITE SHALL BE MOVED TO, OR PLACED ON, ANY LOT.

O. OUTBUILDINGS

WITHIN EACH LOT, OUTBUILDINGS ARE PROHIBITED.

P. SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

Q. ANTENNAS

EXTERIOR TELEVISION, "CB" RADIO OR OTHER TYPE ANTENNAS INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, EXCEPT SATELLITE DISHES NOT EXCEEDING 20" IN DIAMETER MAY BE AFFIXED TO A REAR BUILDING WALL OR DORMER IF BELOW THE EAVE, OR GROUND MOUNTED WITHIN A REAR YARD IF NOT EXCEEDING 6' IN HEIGHT, AND IN EACH INSTANCE THE SATELLITE DISH SHALL NOT BE VISIBLE FROM THE STREET VIEW OF THE DWELLING.

R. LOT MAINTENANCE

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

S. RECREATIONAL VEHICLES

BOATS, TRAILERS, CAMPERS AND OTHER RECREATIONAL VEHICULAR EQUIPMENT SHALL NOT BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE.

T. NON-RECREATIONAL TRAILERS, MACHINERY AND EQUIPMENT

NO NON-RECREATIONAL TRAILERS, MACHINERY OR EQUIPMENT SHALL BE STORED, PLACED OR PARKED ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE, OR ON ANY STREET WITHIN THE SUBDIVISION; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, MACHINERY AND EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE.

U. CLOTHESLINES AND GARBAGE RECEPTACLES

EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT OR ANY RESERVE AREA.

V. ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS AND OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.

W. NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT OR UPON ANY RESERVE AREA, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

X. SIGNAGE

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT. SIGNS USED BY THE OWNER/DEVELOPER OR A BUILDER TO ADVERTISE ANY PROPERTY WITHIN THE ADDITION DURING THE CONSTRUCTION AND LOT SALES PERIOD MAY BE UP TO TWELVE (12) SQUARE FEET. OWNER/DEVELOPER MAY MAINTAIN SIGNAGE AND PROMOTIONAL DISPLAYS FOR AS LONG AS IT OWNS A LOT IN THE ADDITION.

Y. MATERIALS AND STORAGE

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

Z. GARAGE SALES/YARD SALES

GARAGE SALES/YARD SALES WILL BE ALLOWED ONCE EACH CALENDAR YEAR. THE DATE WILL BE SET BY THE BOARD OF DIRECTORS OF THE PRESERVE EAST HOMEOWNER'S ASSOCIATION.

AA. TEMPORARY TRASH RECEPTACLES

A TEMPORARY TRASH RECEPTACLE IS REQUIRED ON EACH LOT DURING THE CONSTRUCTION OF ANY DWELLING IN THE SUBDIVISION. THE TEMPORARY TRASH RECEPTACLE SHALL BE MAINTAINED BY THE LOT OWNER AND SHALL BE EMPTIED ON A REGULAR BASIS OR AS NEEDED.

BB. BASKETBALL GOALS

NO BASKETBALL GOAL OR STRUCTURES ARE ALLOWED IN ANY OF THE STREET RIGHTS OF WAY.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE CEDARS AT THE PRESERVE II (HEREINAFTER AND HERETOFORE REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE RESERVE AREAS AND PERIMETER FENCING, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF ALL PHASES OF THE PRESERVE.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION III, PRIVATE RESTRICTIONS, AND SECTION IV, HOMEOWNERS' ASSOCIATION, SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE OWNER OF ANY LOT SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III, IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN THE RESTRICTIVE COVENANTS HEREIN AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THE RESTRICTIVE COVENANTS HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION III, PRIVATE RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF 60% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. THE PROVISIONS CONTAINED WITHIN SECTION IV, HOMEOWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNER' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE, IT IS PROPERLY RECORDED.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF. BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF: 209TH STREET, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2025.

209TH STREET, LLC,
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
GLENN SHAW, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF WAGONER)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2025, BY GLENN SHAW, MANAGER OF 209TH STREET, LLC.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

WAGONER COUNTY TREASURER'S CERTIFICATE

I, _____, COUNTY TREASURER OF WAGONER COUNTY, OKLAHOMA, HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS PERTAINING TO AD VALOREM TAXES ON THE TRACT DESCRIBED IN THE ACCOMPANYING PLAT AND FIND THAT ALL THE AD VALOREM TAXES HAVE BEEN PAID AND INCLUDING 2024.

DATED THIS _____ DAY OF _____, 2025.

_____
COUNTY TREASURER

CERTIFICATE OF SURVEY

I, MIKEL L. STEWART, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS "THE CEDARS AT THE PRESERVE II" AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

_____
MIKEL L. STEWART
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 2105

REGISTERED LAND SURVEYOR
MIKEL L. STEWART
L.S. 2105
OKLAHOMA

STATE OF OKLAHOMA)
) SS.
COUNTY OF WAGONER)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS ____ DAY OF _____ 2025, PERSONALLY APPEARED MIKEL L. STEWART, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: NOVEMBER 25, 2027
COMMISSION NUMBER: 19011877

ALAN ANDREW BETCHAN
Notary Public
State of Oklahoma
Commission #19011877
Expires: Nov. 25, 2027

PLOT DATE: Mon, 15 Dec 2025 FILE: P:\191932-THE CEDARS @ THE PRESERVE II\CEDARS AT THE PRESERVE II-BASE

CONDITIONAL FINAL PLAT

The Cedars At The Preserve II

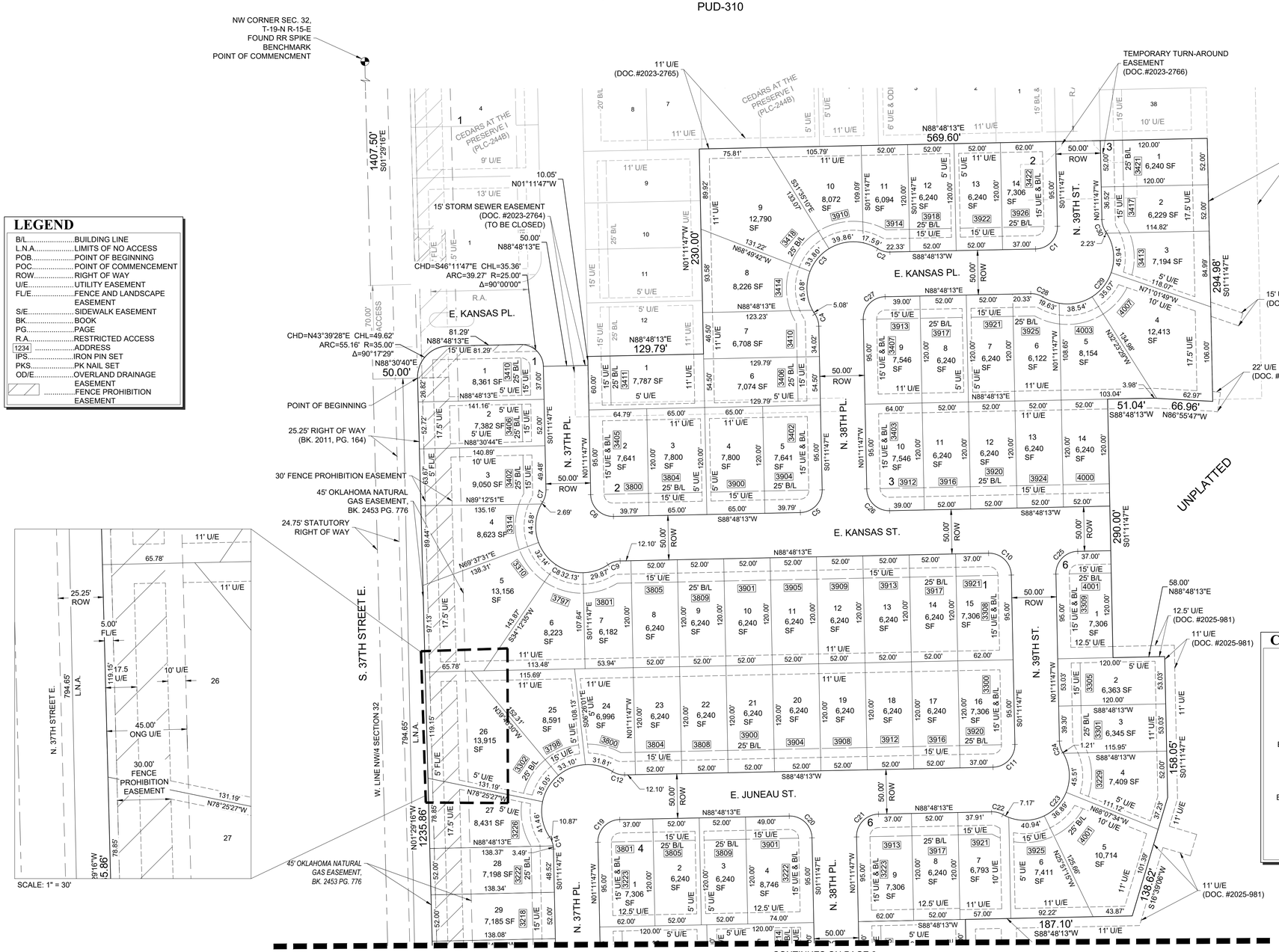
A SUBDIVISION OF THE PART OF THE WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4) AND PART OF THE NW/4 OF THE SW/4 OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.
PUD-310

OWNER/DEVELOPER
209TH STREET LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
PHONE: 918-258-6161
ATTN: GLENN SHAW

ENGINEER/SURVEYOR
AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2026
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

*NOTE: THE CITY OF BROKEN ARROW HAS A POLICE AND FIRE TRAINING FACILITY TO THE EAST THAT IS USED BOTH DAY AND NIGHT. IN ADDITION, THERE IS A FORMER LANDFILL LOCATED ON THE PROPERTY TO THE EAST. EACH BUILDING PERMIT ISSUED IN THIS SUBDIVISION SHALL INCLUDE A COMMENT REGARDING THE NEARBY POICE AND FIRE TRAINING FACILITY AND FORMER LANDFILL.

0 30 60 120
DRAWING SCALE: 1"= 60'



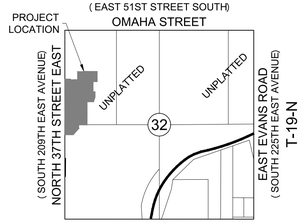
CONTINUES ON PAGE 2

LEGEND

B/L	BUILDING LINE
L.N.A.	LIMITS OF NO ACCESS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
ROW	RIGHT OF WAY
U/E	UTILITY EASEMENT
FL/E	FENCE AND LANDSCAPE EASEMENT
S/E	SIDEWALK EASEMENT
BK	BOOK
PG	PAGE
R.A.	RESTRICTED ACCESS
1234	ADDRESS
IPS	IRON PIN SET
PKS	PK NAIL SET
OD/E	OVERLAND DRAINAGE EASEMENT
	FENCE PROHIBITION EASEMENT

BENCHMARK

TOP OF RAILROAD SPIKE AT NORTHWEST CORNER OF SEC. 32 T-19-N, R-15- E
ELEV.= 686.76' (NAVD `88)



LOCATION MAP
SCALE: 1"=2000'

SUBDIVISION STATISTICS

SUBDIVISION CONTAINS NINETY-FOUR (94) LOTS IN SIX (6) BLOCKS AND THREE (3) RESERVE AREAS CONTAINING 25.91 ACRES

BLOCK 1	5.44 ACRES - 32 LOTS
BLOCK 2	2.47 ACRES - 14 LOTS
BLOCK 3	2.26 ACRES - 14 LOTS
BLOCK 4	2.46 ACRES - 16 LOTS
BLOCK 5	0.34 ACRES - 2 LOTS
BLOCK 6	2.54 ACRES - 16 LOTS
RESERVE A	5.96 ACRES
RESERVE B	0.32 ACRES
RESERVE C	0.01 ACRES

SITE DATA

BENCHMARK
TOP OF RAILROAD SPIKE AT NORTHWEST CORNER OF SEC. 32 T-19-N, R-15- E
ELEV.= 686.76' (NAVD `88)

BASIS OF BEARINGS
GRID BEARING BASED ON THE OKLAHOMA STATE PLAN COORDINATE SYSTEM - NORTH 3501 WITH A BEARING OF N 88°48'13" E BEING THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 32 T-19N R-15-E.

LAND AREA
1,207,028 SF± / 27.71 ACRES±

MONUMENTATION
A 3 /8"X 18" REBAR WITH A YELLOW PLASTIC CAP STAMPED "6318" TO BE SET AT ALL LOT CORNERS, ALL STREET CENTERLINE INTERSECTIONS, POINTS OF CURVE, POINTS OF TANGENT, POINTS OF COMPOUND CURVE, POINTS OF REVERSE CURVE, CENTER OF CUL-DE-SACS AND CENTER OF EYEBROWS, AFTER COMPLETION OF IMPROVEMENTS, UNLESS NOTED OTHERWISE.

ADDRESSES
ADDRESSES SHOWN ON THIS PLAT WERE ACCURATE AT THE TIME THIS PLAT WAS FILED. ADDRESSES ARE SUBJECT TO CHANGE AND SHOULD NEVER BE RELIED ON IN PLACE OF LEGAL DESCRIPTION.

DETENTION DETERMINATION
DETENTION DETERMINATION NUMBER: DD-062824-35

CONTACTS

MUNICIPAL AUTHORITY
CITY OF BROKEN ARROW
210 SOUTH 1ST STREET
BROKEN ARROW, OK 74012

UTILITY CONTACTS

OKLAHOMA NATURAL GAS COMPANY
5848 EAST 15TH STREET
BROKEN ARROW, OK 74112
PHONE: 918.831.8293

AEP / PSO
212 EAST 6TH STREET
BROKEN ARROW, OK 74119
PHONE: 918.599.2351

WINDSTREAM TELECOM COMPANY
2300 EAST 1ST PLACE
BROKEN ARROW, OK 74012
PHONE: 918.451.3427

COX COMMUNICATIONS
11811 EAST 51ST STREET
BROKEN ARROW, OK 74145
PHONE: 918.286.4658

WAGONER COUNTY RURAL WATER DISTRICT #4
9816 S. 239TH EAST AVENUE
BROKEN ARROW, OKLAHOMA 74014
918-258-2331

APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON

_____

MAYOR

_____

ATTEST: CITY CLERK

The Cedars at The Preserve II
Case No. PT-001291-2024
Sheet 1 of 4

Date Prepared: January 28, 2026

PLOT DATE: Tue, 03 Feb 2026 FILE: P:\19\30-THE CEDARS @ THE PRESERVE II\CEDARS AT THE PRESERVE II-BASE

CONDITIONAL FINAL PLAT

The Cedars At The Preserve II

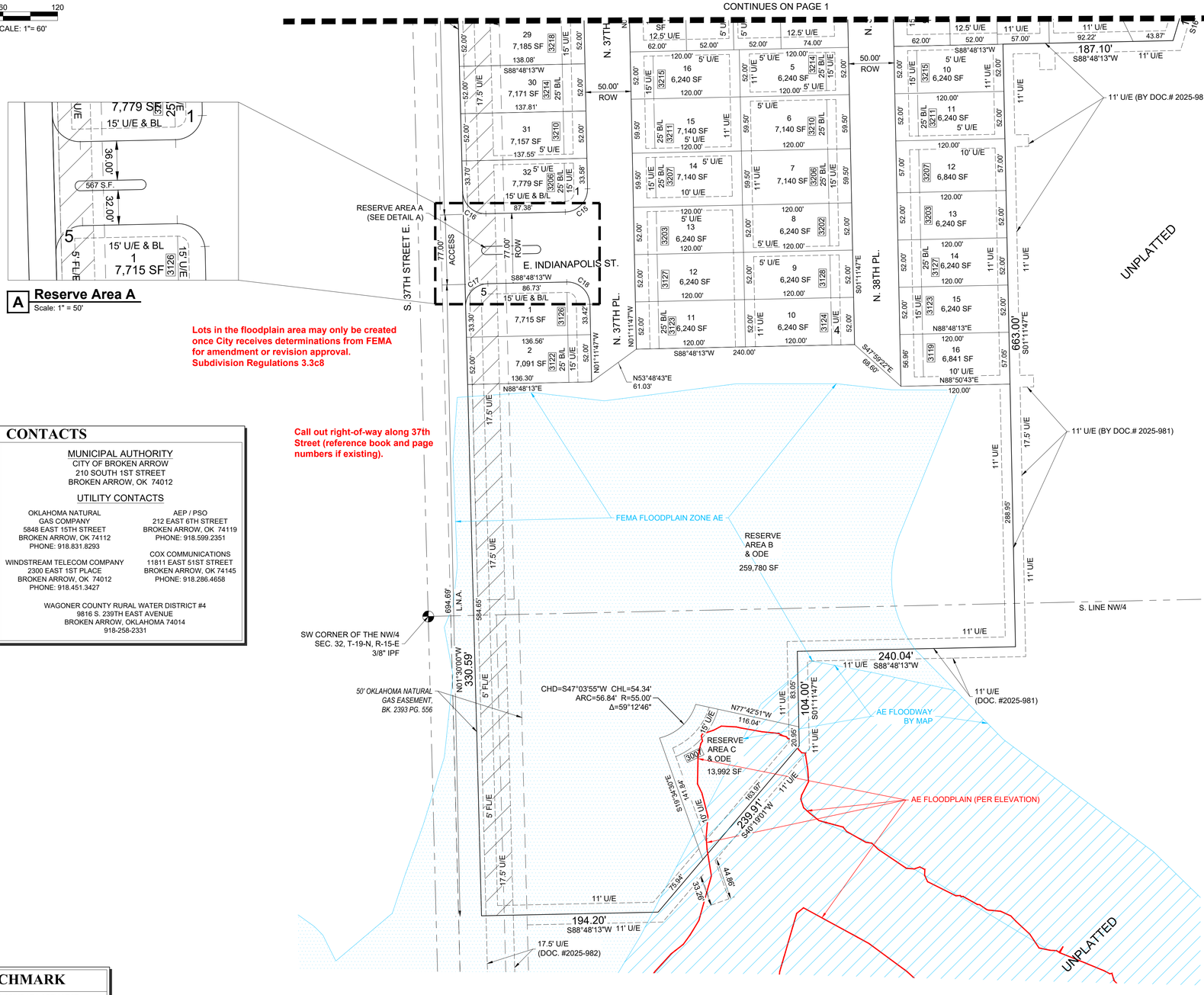
A SUBDIVISION OF THE PART OF THE WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4) AND PART OF THE NW/4 OF THE SW/4 OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.
PUD-310

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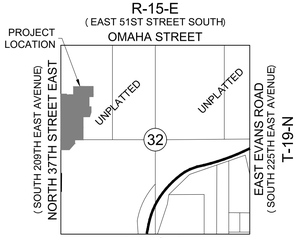
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0 30 60 120
DRAWING SCALE: 1"= 60'

CONTINUES ON PAGE 1



A Reserve Area A
Scale: 1" = 50'



LOCATION MAP
SCALE: 1"=2000'

LEGEND

B/L	BUILDING LINE
L.N.A.	LIMITS OF NO ACCESS
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
ROW	RIGHT OF WAY
U/E	UTILITY EASEMENT
FL/E	FENCE AND LANDSCAPE EASEMENT
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R.A.	RESTRICTED ACCESS
1234	ADDRESS
IPS	IRON PIN SET
PKS	PK NAIL SET
OD/E	OVERLAND DRAINAGE EASEMENT
	FENCE PROHIBITION EASEMENT

FLOODPLAIN

PORTIONS OF THIS PROPERTY ARE LOCATED WITHIN ZONE "AE" PER FIRM PANEL "40145C0105J" DATED SEPTEMBER 30, 2016.

ZONING PUD-310

FRONT YARD SETBACK	25 FEET
REAR YARD SETBACK	20 FEET
INTERIOR SIDE YARD SETBACK	5 FEET

CONTACTS

MUNICIPAL AUTHORITY
CITY OF BROKEN ARROW
210 SOUTH 1ST STREET
BROKEN ARROW, OK 74012

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9816 S. 239TH EAST AVENUE
BROKEN ARROW, OKLAHOMA 74014
918-258-2331

BENCHMARK

TOP OF RAILROAD SPIKE AT NORTHWEST CORNER OF SEC. 32 T-19-N, R-15- E
ELEV.= 686.76' (NAVD '88)

Curve Table					
Curve #	Length	Radius	Delta	CHORD LENGTH	CHORD BEARING
C1	39.27	25.00	090.0000	35.36	S43°48'13"W
C2	14.36	25.00	032.9083	14.16	N74°44'32"W
C3	141.41	52.00	155.8166	101.69	S43°48'13"W
C4	14.36	25.00	032.9083	14.16	S17°39'02"E
C5	39.27	25.00	089.9999	35.36	S43°48'13"W
C6	39.27	25.00	090.0000	35.36	N46°11'47"W
C7	14.36	25.00	032.9083	14.16	N15°15'28"E
C8	141.41	52.00	155.8166	101.69	N46°11'47"W
C9	14.36	25.00	032.9083	14.16	S72°20'58"W
C10	39.27	25.00	090.0000	35.36	N46°11'47"W
C11	39.27	25.00	090.0000	35.36	N43°48'13"E
C12	14.36	25.00	032.9083	14.16	S74°44'32"E
C13	141.41	52.00	155.8166	101.69	N43°48'13"E
C14	14.36	25.00	032.9083	14.16	N17°39'02"W
C15	39.27	25.00	090.0000	35.36	N43°48'13"E

Curve Table					
Curve #	Length	Radius	Delta	CHORD LENGTH	CHORD BEARING
C16	39.14	25.00	089.7072	35.26	S46°20'34"E
C17	39.40	25.00	090.2928	35.45	S43°39'26"W
C18	39.27	25.00	090.0000	35.36	N46°11'47"W
C19	39.27	25.00	090.0000	35.36	S43°48'13"W
C20	39.27	25.00	090.0000	35.36	N46°11'47"W
C21	39.27	25.00	090.0000	35.36	S43°48'13"W
C22	13.29	25.00	030.4662	13.14	N75°57'48"W
C23	131.71	50.00	150.9323	96.80	S43°48'13"W
C24	13.29	25.00	030.4662	13.14	S16°25'46"E
C25	39.27	25.00	090.0000	35.36	S43°48'13"W
C26	39.27	25.00	090.0000	35.36	S46°11'47"E
C27	39.27	25.00	090.0000	35.36	S43°48'13"W
C28	14.36	25.00	032.9083	14.16	N74°44'32"W
C29	141.41	52.00	155.8166	101.69	S43°48'13"W
C30	14.36	25.00	032.9083	14.16	S17°39'02"E

APPROVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA ON

MAYOR

ATTEST: CITY CLERK

The Cedars at The Preserve II
Case No. PT-001291-2024
Sheet 2 of 4

Date Prepared: January 28, 2026

FILE: P:\19\32-THE CEDARS @ THE PRESERVE II\CEDARS AT THE PRESERVE II-BASE
PLOT DATE: Tue, 03 Feb 2026

CONDITIONAL FINAL PLAT

The Cedars At The Preserve II

A SUBDIVISION OF THE PART OF THE WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4) AND PART OF THE NW/4 OF THE SW/4 OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.
PUD-310

OWNER/DEVELOPER
209TH STREET LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
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ATTN: GLENN SHAW

ENGINEER/SURVEYOR
AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2026
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KNOW ALL MEN BY THESE PRESENTS:
209TH STREET, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HEREINAFTER REFERRED TO AS THE "OWNER/DEVELOPER", IS THE OWNER OF THE FOLLOWING DESCRIBED LAND IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

A TRACT OF LAND SITUATED IN THE WEST HALF (W/2) OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-TWO (32), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, WAGONER COUNTY, STATE OF OKLAHOMA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION THIRTY-TWO (32), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST, THENCE SOUTH 01°29'16" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 1407.50 FEET TO THE SOUTHWEST CORNER OF THE CEDARS AT THE PRESERVE I, A SUBDIVISION IN THE CITY OF BROKEN ARROW, PLAT DOC. #2023-11021 AND THE POINT OF BEGINNING; THENCE ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION FOR THE NEXT NINE CALLS; THENCE NORTH 88°30'40" EAST, A DISTANCE OF 50.00 FEET TO THE EAST RIGHT OF WAY LINE OF N. 37TH ST. E.; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CHORD BEARING OF NORTH 43°39'28" EAST AND A CHORD DISTANCE OF 49.62 FEET, FOR AN ARC DISTANCE OF 55.16 FEET; THENCE NORTH 88°48'13" EAST, A DISTANCE OF 81.29 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF SOUTH 46°11'47" EAST, A CHORD DISTANCE OF 35.36 FEET, FOR AN ARC DISTANCE OF 39.27 FEET; THENCE NORTH 88°48'13" EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 01°11'47" WEST, A DISTANCE OF 10.05 FEET; THENCE NORTH 88°48'13" EAST, A DISTANCE OF 129.79 FEET; THENCE NORTH 01°11'47" WEST, A DISTANCE OF 230.00 FEET; THENCE NORTH 88°48'13" EAST, A DISTANCE OF 569.60 FEET; THENCE SOUTH 01°11'47" EAST, A DISTANCE OF 294.98 FEET; THENCE NORTH 86°55'47" WEST, A DISTANCE OF 66.96 FEET; THENCE SOUTH 88°48'13" WEST, A DISTANCE OF 51.04 FEET; THENCE SOUTH 01°11'47" EAST, A DISTANCE OF 290.00 FEET; THENCE NORTH 88°48'13" EAST, A DISTANCE OF 58.00 FEET; THENCE SOUTH 01°11'47" EAST, A DISTANCE OF 158.05 FEET; THENCE SOUTH 16°39'06" WEST, A DISTANCE OF 138.62 FEET; THENCE SOUTH 88°48'13" WEST, A DISTANCE OF 187.10 FEET; THENCE SOUTH 01°11'47" EAST, A DISTANCE OF 663.00 FEET; THENCE SOUTH 88°48'13" WEST, A DISTANCE OF 240.04 FEET; THENCE SOUTH 01°11'47" EAST, A DISTANCE OF 104.00 FEET; THENCE SOUTH 40°19'01" WEST, A DISTANCE OF 239.91 FEET; THENCE SOUTH 88°48'13" WEST, A DISTANCE OF 194.20 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH 37TH STREET EAST, THENCE NORTH 01°30'00" WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 330.59 FEET; THENCE NORTH 01°29'16" WEST CONTINUING ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 1235.86 FEET TO THE POINT OF BEGINNING. CONTAINING 1,128,701 SQUARE FEET OR 25.91 ACRES.

AND HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 94 LOTS IN 6 BLOCKS AND 3 RESERVE AREAS EACH ONE REFERRED TO HEREIN AS A "LOT" OR COLLECTIVELY AS "LOTS"), IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS "THE CEDARS AT THE PRESERVE II", A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA (HEREINAFTER REFERRED TO AS "THE CEDARS AT THE PRESERVE" OR THE "SUBDIVISION").

SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES

A. PUBLIC STREETS AND GENERAL UTILITY EASEMENTS
THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE STREETS DEPICTED ON THE ACCOMPANYING PLAT AND DOES FURTHER DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT", FOR OWNER/DEVELOPER AND ALL UTILITY SERVICES WITH FRANCHISE RIGHTS WITHIN THE CITY OF BROKEN ARROW FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY ALL UTILITY LINES, INCLUDING WATER LINES AND SEWER LINES, EXCLUDING GAS LINES AND GAS SERVICE LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER SERVICE, SEWER SERVICE AND ALL UTILITY SERVICES, EXCLUDING NATURAL GAS, TO THE AREA INCLUDED IN THE PLAT AND ELSEWHERE, AS MAY BE REQUIRED. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, LANDSCAPING, CUSTOMARY SCREENING FENCES AND WALLS THAT DO NOT CONSTITUTE AN OBSTRUCTION.

B. UTILITY LINES AND SERVICE
1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES AND OTHER COMMUNICATION SERVICES MAY BE LOCATED ALONG THE PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE THROUGHOUT THE SUBDIVISION. OTHERWISE, ALL SUPPLY LINES SHALL BE LOCATED UNDERGROUND IN THE GENERAL UTILITY EASEMENTS AND IN THE RIGHTS-OF-WAY FOR PUBLIC STREETS AS DEPICTED BY THE PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN THE GENERAL UTILITY EASEMENTS.
2. UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.
3. THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES AND OTHER COMMUNICATION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE, CABLE TELEVISION OR COMMUNICATION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.
4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY THAT WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR COMMUNICATION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.
5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH B SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE, CABLE TELEVISION OR OTHER COMMUNICATION SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

C. WATER, SANITARY SEWER AND STORM SEWER SERVICE
1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS LOCATED ON THEIR LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH MAY INTERFERE WITH SAID PUBLIC WATER MAIN, PUBLIC SANITARY SEWER MAIN OR STORM SEWER.
2. WITHIN THE UTILITY AND DRAINAGE EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN, STORM SEWER OR DRAINAGE WAYS, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED. THE CITY OF BROKEN ARROW, INTER ALIA, MAY SPECIFICALLY ENFORCE THIS PROVISION.
3. WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS AS THE PROVIDER, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES OR STORM WATER FACILITIES. WAGONER COUNTY RURAL WATER DISTRICT #4 SHALL HAVE SUCH RIGHT OF ACCESS FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF POTABLE WATER FACILITIES. ITS SUCCESSOR UTILITY OR MUNICIPALITY PROVIDING WATER SERVICE SHALL HAVE SIMILAR RIGHT OF ACCESS.
5. WHERE WATER LINES ARE INSTALLED WITHIN A UTILITY EASEMENT, THAT PORTION OF THE UTILITY EASEMENT IS FOR THE USE OF WAGONER COUNTY RURAL WATER DISTRICT #4, OKLAHOMA, OR ITS SUCCESSORS. THE UTILITY EASEMENTS DEDICATED HEREIN FOR THE PURPOSE OF PROVIDING POTABLE WATER ARE DEDICATED TO WAGONER COUNTY RURAL WATER DISTRICT #4, OR ITS SUCCESSORS OR ASSIGNS, AS THE EXCLUSIVE PROVIDER OF POTABLE WATER TO THE SUBDIVISION. SEWER, GAS, ELECTRIC, COMMUNICATION, CABLE, SOLID WASTE MANAGEMENT, AND OTHER PROVIDERS OF UTILITIES, OTHER THAN POTABLE WATER, MAY ALSO USE SAID EASEMENTS.
6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, WAGONER COUNTY RURAL WATER DISTRICT #4, THEIR SUCCESSORS, OR ANY UTILITY PROVIDER OF SERVICES AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. PAVING AND LANDSCAPING WITHIN EASEMENTS
THE OWNER OF THE LOT AFFECTED SHALL BE RESPONSIBLE FOR THE REPAIR OF DAMAGE TO LANDSCAPING AND PAVING OCCASIONED BY NECESSARY INSTALLATION OR MAINTENANCE OF UNDERGROUND WATER, SEWER, STORM SEWER, NATURAL GAS, COMMUNICATION, CABLE TELEVISION OR ELECTRIC FACILITIES WITHIN THE EASEMENT AREAS DEPICTED UPON THE ACCOMPANYING PLAT, PROVIDED, HOWEVER, THE CITY OF BROKEN ARROW, OKLAHOMA, OR THE SUPPLIER OF THE UTILITY SERVICE SHALL USE REASONABLE CARE IN THE PERFORMANCE OF SUCH ACTIVITIES.

E. GAS SERVICE
1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.
2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.
3. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.
4. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT_WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.
5. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.
6. ONG'S EASEMENT(S) RECORDED IN BOOK 835, PAGE 429 AND BOOK 835, PAGE 787, AND BOOK 2453, PAGE 776, REMAIN IN FULL FORCE AND EFFECT. ONG'S EASEMENT(S) PRE-DATE THE RIGHT-OF-WAY DEDICATION IN THIS PLAT AND MAY PROHIBIT OR LIMIT CERTAIN USES OF ONG'S RIGHT OF WAY, INCLUDING PAVING, OTHER UTILITY LINES, AND PERMANENT STRUCTURES, WITHOUT ONG'S PRIOR WRITTEN CONSENT.
7. THE FOREGOING COVENANTS SET FORTH IN THIS SUBSECTION E SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

F. RESERVE AREA A
THE USE OF RESERVE AREA A SHALL BE LIMITED TO OPEN SPACE, RECREATION, LANDSCAPING AND UTILITIES. THE RESERVE AREA SHALL SUBSEQUENTLY BE CONVEYED TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION IV FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF RESERVES AND OTHER COMMON AREAS OF THE SUBDIVISION. RESERVE AREA A IS LOCATED WITHIN AND IS A PART OF THE PUBLIC RIGHT-OF-WAY. THE OWNER/DEVELOPER OF THE CEDARS AT THE PRESERVE II IS PERMITTED TO INSTALL LANDSCAPING, LIGHTING, SIGNAGE, AND IRRIGATION SYSTEMS IN THIS AREA. IT IS ALSO EXPRESSLY UNDERSTOOD THAT THE MAINTENANCE OF THIS RESERVE AREA IS THE RESPONSIBILITY OF THE OWNER. THE CITY OF BROKEN ARROW SHALL HAVE NO LIABILITY FOR ANY DAMAGE TO, INCLUDING BUT NOT LIMITED TO SIGNAGE, LIGHTING, LANDSCAPING, OR IRRIGATION SYSTEMS WITHIN RESERVE AREA A. THE CITY OF BROKEN ARROW ALSO RESERVES THE RIGHT TO MODIFY, RECONSTRUCT, OR REMOVE THE MEDIANS IN RESERVE AREA A.

G. RESERVE AREA B
THE USE OF RESERVE AREA B DEDICATED ON THE PLAT FOR THE SUBDIVISION SHALL BE LIMITED TO USE AS OPEN SPACE, FENCING, LANDSCAPING AND FLOODPLAIN AS WELL AS UTILITY EASEMENTS AND IS RESERVED FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. MAINTENANCE OR RESERVE AREA B WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER UNTIL CONVEYANCE TO THE HOMEOWNERS ASSOCIATION. FENCING SHALL MEET THE CITY OF BROKEN ARROW ZONING ORDINANCE REQUIREMENTS FOR ANY PROPOSED FENCING IN THE FLOODPLAIN AREAS.

H. RESERVE AREA C
THE USE OF RESERVE C SHALL BE LIMITED TO OPEN SPACE, RECREATIONS, LANDSCAPING, POOLS, CLUBHOUSES AND UTILITIES. ANY TRAILS CONSTRUCTED WITHIN THE RESERVE MUST MEET ADA REQUIREMENTS AND SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. THE RESERVE AREA SHALL SUBSEQUENTLY BE CONVEYED TO THE HOMEOWNERS' ASSOCIATION TO BE FORMED PURSUANT TO SECTION III FOR THE PURPOSES OF THE ADMINISTRATION AND MAINTENANCE OF RESERVES AND OTHER COMMON AREAS OF THE SUBDIVISION.

I. SURFACE DRAINAGE AND LOT GRADING RESTRICTION
EACH LOT SHALL RECEIVE AND DRAIN, IN AN UNOBSTRUCTED MANNER, THE STORM AND SURFACE WATERS FROM LOTS AND DRAINAGE AREAS OF HIGHER ELEVATION AND FROM PUBLIC STREETS AND EASEMENTS. NO LOT OWNER SHALL CONSTRUCT OR PERMIT TO BE CONSTRUCTED ANY FENCING OR OTHER OBSTRUCTIONS WHICH WOULD IMPAIR THE DRAINAGE OF STORM AND SURFACE WATERS OVER AND ACROSS HIS LOT. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH F SHALL BE ENFORCEABLE BY ANY AFFECTED LOT OWNER, BY THE OWNER/DEVELOPER AND BY THE HOMEOWNERS ASSOCIATION.

J. LIMITS OF NO ACCESS
THE UNDERSIGNED OWNER/DEVELOPER HEREBY RELINQUISHES RIGHTS OF VEHICULAR INGRESS OR EGRESS FROM ANY PORTION OF THE PROPERTY ADJACENT TO S. 37TH STREET E. WITHIN THE BOUNDS DESIGNATED AS "LIMITS OF NO ACCESS" (L.N.A.) ON THE ACCOMPANYING PLAT, WHICH "LIMITS OF NO ACCESS" MAY BE AMENDED OR RELEASED BY THE CITY OF BROKEN ARROW AREA PLANNING COMMISSION, OR ITS SUCCESSOR, WITH THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA, OR AS OTHERWISE PROVIDED BY THE STATUTES AND LAWS OF THE STATE OF OKLAHOMA PERTAINING THERETO, AND THE LIMITS OF NO ACCESS ABOVE ESTABLISHED SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW.

K. SIDEWALKS
SIDEWALKS ARE REQUIRED ALONG STREETS DESIGNATED BY AND IN ACCORDANCE WITH SUBDIVISION REGULATIONS. THE OWNER SHALL CONSTRUCT REQUIRED SIDEWALKS WITHIN ANY RESERVE AREAS, COMMON AREAS AND ALONG ARTERIAL STREET FRONTAGES OF ABUTTING LOTS HAVING ACCESS ONTO MINOR STREETS, AS WELL AS ALL ADA RAMPS. THE DEVELOPER SHALL INSTALL ADA RAMPS AT THE TIME THE STREETS ARE CONSTRUCTED. THE HOMEOWNER WILL NEED TO CONNECT TO RAMP. WHERE SIDEWALKS ARE NOT CONSTRUCTED BY THE OWNER/DEVELOPER, THE BUILDER OF A RESIDENCE ON EACH LOT SHALL CONSTRUCT THE REQUIRED SIDEWALK. REQUIRED SIDEWALKS AND ADA RAMPS SHALL BE CONSTRUCTED IN CONFORMANCE WITH CITY OF BROKEN ARROW ENGINEERING DESIGN STANDARDS.

L. MINIMUM BUILDING SETBACKS AND YARDS
1. NO BUILDING SHALL BE LOCATED NEARER TO THE RIGHT OF WAY OF AN ADJOINING PUBLIC STREET THAN THE BUILDING LINE DEPICTED ON THE ACCOMPANYING PLAT.
2. EACH LOT SHALL MAINTAIN SIDE YARDS WHICH IN THE AGGREGATE ARE NOT LESS THAN TEN (10) FEET IN WIDTH AND NO SIDE YARD SHALL BE LESS THAN FIVE (5) FEET IN WIDTH. SIDE YARDS ABUTTING A STREET SHALL NOT BE LESS THAN FIFTEEN (15) FEET, UNLESS THE GARAGE ENTRY IS LOCATED ON SUCH SIDE, WHERE IT WILL BE NO LESS THAN TWENTY-FIVE (25) FEET.
3. THE MINIMUM REAR YARD SHALL BE TWENTY (20) FEET. CUSTOMARY ACCESSORY STRUCTURES MAY BE LOCATED IN THE REQUIRED REAR YARD, BUT NO BUILDING SHALL BE ERECTED NEARER THAN FIVE (5) FEET TO ANY LOT LINE.
4. NO BUILDING, WHETHER PRINCIPAL OR ACCESSORY, SHALL ENCROACH UPON ANY UTILITY EASEMENT AS DEPICTED ON THE ACCOMPANYING PLAT.

K. CERTIFICATE OF OCCUPANCY RESTRICTIONS
NO CERTIFICATE OF OCCUPANCY SHALL BE ISSUED BY THE CITY OF BROKEN ARROW UNTIL COMPLETION OF THE ENTIRE DEVELOPMENT AND ITS FORMAL ACCEPTANCE BY THE CITY OF BROKEN ARROW. ANY AND ALL CONSTRUCTION PURSUANT TO ANY BUILDING PERMIT, BUT PRIOR TO THE CITY OF BROKEN ARROW'S FORMAL ACCEPTANCE OF THE ENTIRE DEVELOPMENT, SHALL BE AT THE OWNER/DEVELOPER'S, CONTRACTOR'S/BUILDER'S OR INVESTOR'S OWN RISK.

L. FENCE AND LANDSCAPE EASEMENT
THE OWNER HEREBY ESTABLISHES AND RESERVES FOR SUBSEQUENT CONVEYANCE TO THE HOMEOWNER'S ASSOCIATION AN EXCLUSIVE PERPETUAL EASEMENT TO ERECT AND MAINTAIN FENCING, WALLS AND LANDSCAPING ALONG THE WESTERN BOUNDARY OF THE SUBDIVISION WITHIN THE EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT AS "FENCE & LANDSCAPE EASEMENT" OR "F/L/E". SUCH RIGHTS SHALL BE CONVEYED TO THE HOME OWNERS ASSOCIATION AT A LATER DATE.

M. FENCE PROHIBITION EASEMENT
NO FENCE CONSTRUCTION IS ALLOWED WITHIN THE AREA DESIGNATED ON THE PLAT AS FENCE PROHIBITION EASEMENT. ONG HAS AN EASEMENT RECORDED IN BOOK 2453, PAGE 776 THAT PREDATES THIS PLAT AND REQUIRES THAT NO FENCES BE CONSTRUCTED WITHIN CERTAIN PORTIONS OF THAT EASEMENT TO ENSURE ONG'S USE OF THAT EASEMENT. NO FENCE SHALL BE ERECTED WITHIN THIS EASEMENT FOR ANY PURPOSES. ANY FENCE CONSTRUCTED WITHIN THIS EASEMENT SHALL BE REMOVED AT LOT OWNER'S EXPENSE. IN THE EVENT THE LOT OWNER REFUSES TO REMOVE THE FENCE, ONG SHALL HAVE THE EXPLICIT RIGHT TO ENTER ONTO THE PROPERTY AND REMOVE ANY AND ALL FENCES CONTAINED WITHIN ANY PORTION OF THE FENCE PROHIBITION EASEMENT. THE LOT OWNER SHALL BEAR ALL COSTS ENDURED BY ONG IN THE EFFORT TO REMOVE ANY SUCH PROHIBITED FENCES.

N. OVERLAND DRAINAGE AND DETENTION EASEMENTS
1. THE OWNER DOES HEREBY DEDICATE TO THE PUBLIC PERPETUAL EASEMENTS ON, OVER, AND ACROSS THOSE AREAS DESIGNATED ON THE ACCOMPANYING PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSE OF PERMITTING THE OVERLAND FLOW, CONVEYANCE, AND DISCHARGE OF STORMWATER RUNOFF FROM VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM PROPERTIES OUTSIDE THE SUBDIVISION.
2. DRAINAGE FACILITIES LOCATED WITHIN OVERLAND DRAINAGE EASEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND PLANS AND SPECIFICATIONS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA.
3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION SHALL BE PLACED OR MAINTAINED WITHIN AND OVERLAND DRAINAGE EASEMENT NOR SHALL THERE BE ANY ALTERATION OF THE GRADE IN THE EASEMENTS UNLESS APPROVED BY THE CITY OF BROKEN ARROW, OKLAHOMA, PROVIDED THAT THE PLANTING OF TURF OR CONSTRUCTION OF A WIRE, WROUGHT IRON, SPLIT RAIL, OR SIMILAR APPROVED FENCES SHALL NOT REQUIRE THE APPROVAL OF THE CITY OF BROKEN ARROW, OKLAHOMA. ALL FENCING IN THE ODE MUST BE APPROVED BY THE CITY STORM WATER MANAGER BEFORE INSTALLATION. ANY FENCING IN THE ODE MAY BE REMOVED BY THE CITY AT THE OWNERS EXPENSE AND THE CITY OF BROKEN ARROW IS NOT RESPONSIBLE TO REINSTALL THE FENCE. NO EQUIPMENT SUCH AS HVAC, POOL PUMPS/FILTERS, OR OTHER MECHANICAL EQUIPMENT MAY BE LOCATED IN THE EASEMENT. ANY EQUIPMENT IN THE EASEMENT MAY BE MOVED OR DISCONNECTED AT THE OWNERS EXPENSE AND THE CITY OF BROKEN ARROW IS NOT RESPONSIBLE TO RECONNECT THE EQUIPMENT.
4. OVERLAND DRAINAGE EASEMENTS LOCATED WITHIN A LOT SHALL BE MAINTAINED BY THE OWNER OF THE LOT AT THE OWNER'S EXPENSE IN ACCORDANCE WITH STANDARDS PRESCRIBED BY THE CITY OF BROKEN ARROW, OKLAHOMA. IN THE EVENT THE OWNER OF THE LOT FAILS TO PROPERLY MAINTAIN THE EASEMENTS LOCATED THEREON OR, IN THE EVENT OF THE PLACEMENT OF AN OBSTRUCTION WITHIN SUCH EASEMENTS, OR THE ALTERATION OF GRADE THEREIN, THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR MAY ENTER THE EASEMENTS AND PERFORM MAINTENANCE NECESSARY TO ACHIEVE THE INTENDED DRAINAGE FUNCTIONS AND MAY REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATION OF GRADE, AND THE COSTS SHALL BE PAID BY THE LOT OWNER. OBSTRUCTIONS MAY INCLUDE POOL EQUIPMENT OR HVAC EQUIPMENT. IN THE EVENT THE LOT OWNER FAILS TO PAY THE COST OF MAINTENANCE AFTER RECEIPT OF A STATEMENT OF COSTS FROM THE CITY OF BROKEN ARROW, OKLAHOMA, THE CITY MAY FILE OF RECORD A COPY OF THE STATEMENT OF COSTS IN THE LAND RECORDS OF THE WAGONER COUNTY CLERK, AND THEREAFTER THE COSTS SHALL BE A LIEN AGAINST THE LOT. A LIEN ESTABLISHED AS PROVIDED ABOVE MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA.

O. ADJACENT OWNERSHIP
THE CITY OF BROKEN ARROW HAS A POLICE AND FIRE TRAINING FACILITY TO THE EAST THAT IS USED BOTH DAY AND NIGHT. IN ADDITION, THERE IS A FORMER LANDFILL LOCATED ON THE PROPERTY TO THE EAST. EACH BUILDING PERMIT ISSUED IN THIS SUBDIVISION SHALL INCLUDE A COMMENT REGARDING THE NEARBY POLICE AND FIRE TRAINING FACILITY AND FORMER LANDFILL.

SECTION II. PLANNED UNIT DEVELOPMENT RESTRICTIONS

THE CEDARS AT THE PRESERVE WAS SUBMITTED AS A PLANNED UNIT DEVELOPMENT, DESIGNATED AS PUD 310 PURSUANT TO SECTION 2.Y, ARTICLE A OF THE ZONING ORDINANCE OF THE CITY OF BROKEN ARROW, OKLAHOMA, (ORDINANCE NO. 2931) AS EXISTED ON APRIL 20, 2020 (HEREINAFTER REFERRED TO AS THE "BROKEN ARROW ZONING ORDINANCE"). WHICH P.U.D. NO. 310 WAS RECOMMENDED FOR APPROVAL BY THE PLANNING COMMISSION ON 6/11/2020, AND WAS APPROVED BY THE COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON 6/16/2020. THE PLANNED UNIT DEVELOPMENT PROVISIONS OF THE CITY OF BROKEN ARROW ZONING CODE REQUIRED THE ESTABLISHMENT OF COVENANTS OF RECORD,

CONDITIONAL FINAL PLAT

The Cedars At The Preserve II

A SUBDIVISION OF THE PART OF THE WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4) AND PART OF THE NW/4 OF THE SW/4 OF SECTION 32, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA.
PUD-310

OWNER/DEVELOPER
209TH STREET LLC
1420 W. KENOSHA ST.
BROKEN ARROW, OK 74012
PHONE: 918-258-6161
ATTN: GLENN SHAW

ENGINEER/SURVEYOR
AAB ENGINEERING LLC
CERTIFICATE OF AUTHORIZATION NO. 6318, EXP. JUNE, 30, 2026
PO BOX 2136
SAND SPRINGS, OK 74063
PHONE: 918.514.4283
FAX: 918.514.4288
EMAIL: ALAN @ AABENG.COM

SECTION III. PRIVATE RESTRICTIONS

A. ARCHITECTURAL COMMITTEE.

1. PLAN REVIEW. NO BUILDING, FENCE, WALL, OR EXTERIOR ANTENNA SHALL BE ERECTED, PLACED OR ALTERED (INCLUDING EXTERIOR PAINTING) ON ANY LOT UNTIL THE PLANS AND SPECIFICATIONS HAVE BEEN APPROVED IN WRITING BY THE OWNER/DEVELOPER OR ITS AUTHORIZED REPRESENTATIVES OR SUCCESSORS, WHICH ARE HEREINAFTER REFERRED TO AS THE "ARCHITECTURAL COMMITTEE". FOR EACH BUILDING, THE REQUIRED PLANS AND SPECIFICATIONS SHALL BE SUBMITTED IN DUPLICATE AND INCLUDE A SITE PLAN, FLOOR PLAN, EXTERIOR ELEVATIONS, DRAINAGE AND GRADING PLANS, EXTERIOR MATERIALS AND COLOR SCHEME. IN THE EVENT THE ARCHITECTURAL COMMITTEE FAILS TO APPROVE OR DISAPPROVE PLANS AND SPECIFICATIONS SUBMITTED TO IT AS HEREIN REQUIRED WITHIN THIRTY (30) DAYS AFTER SUBMISSION, THE PLANS SO SUBMITTED SHALL BE DEEMED APPROVED. THE DEVELOPMENT AND USE OF THE SUBJECT LOT SHALL THEREAFTER BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED PLANS OR APPROVED AMENDMENTS THERETO. IN THE EVENT NO SUIT TO ENJOIN THE ERECTION OF THE BUILDING OR STRUCTURE OR THE MAKING OF AN ALTERATION HAS BEEN COMMENCED PRIOR TO THE 30TH DAY FOLLOWING COMPLETION THEREOF, APPROVAL OF THE ARCHITECTURAL COMMITTEE SHALL NOT BE REQUIRED AND THIS COVENANT SHALL BE DEEMED TO HAVE BEEN FULLY COMPLIED WITH.

2. COMMITTEE PURPOSE. THE ARCHITECTURAL COMMITTEE'S PURPOSE IS TO PROMOTE GOOD DESIGN AND COMPATIBILITY WITHIN THE SUBDIVISION AND IN ITS REVIEW OF PLANS OR DETERMINATION OF ANY WAIVER AS HEREINAFTER AUTHORIZED MAY TAKE INTO CONSIDERATION THE NATURE AND CHARACTER OF THE PROPOSED BUILDING OR STRUCTURE, THE MATERIALS OF WHICH IT IS TO BE BUILT, THE AVAILABILITY OF ALTERNATIVE MATERIALS, THE SITE UPON WHICH IT IS PROPOSED TO BE ERECTED AND THE HARMONY THEREOF WITH THE SURROUNDING AREA. THE ARCHITECTURAL COMMITTEE SHALL NOT BE LIABLE FOR ANY APPROVAL, DISAPPROVAL OR FAILURE TO APPROVE HEREUNDER, AND ITS APPROVAL OF BUILDING PLANS SHALL NOT CONSTITUTE A WARRANTY OR RESPONSIBILITY FOR BUILDING METHODS, MATERIALS, PROCEDURES, STRUCTURAL DESIGN, GRADING OR DRAINAGE OR CODE VIOLATIONS. THE APPROVAL OR FAILURE TO APPROVE BUILDING PLANS SHALL NOT BE DEEMED A WAIVER OF ANY RESTRICTION. NOTHING HEREIN CONTAINED SHALL BE DEEMED TO PREVENT ANY LOT OWNER IN THE SUBDIVISION FROM PROSECUTING ANY LEGAL ACTION RELATING TO IMPROVEMENTS WITHIN THE SUBDIVISION WHICH THEY WOULD OTHERWISE BE ENTITLED TO PROSECUTE.

3. TRANSFER OF DUTIES. THE POWERS AND DUTIES OF THE ARCHITECTURAL COMMITTEE SHALL, ON LATER OF JANUARY 1, 2030, OR THE TRANSFER OF THE OWNER/DEVELOPER OF ITS LAST LOT IN THE ADDITION BE DEEMED TRANSFERRED TO THE THE PRESERVE HOMEOWNERS' ASSOCIATION, INC., OWNER/DEVELOPER, OR UPON WRITTEN ASSIGNMENT TO SAID HOMEOWNERS' ASSOCIATION BY THE OWNER/DEVELOPER, WHICHEVER EVENT FIRST OCCURS, AND THEREAFTER THE FOREGOING POWERS AND DUTIES SHALL BE EXERCISED BY THE BOARD OF DIRECTORS OF THE HOMEOWNERS' ASSOCIATION.

B. USE

THE USE OF THE LOTS SHALL BE LIMITED TO DETACHED SINGLE-FAMILY RESIDENCES AND CUSTOMARY ACCESSORY USES. ONLY ONE RESIDENCE SHALL BE PERMITTED UPON A LOT.

C. FLOOR AREA

1. A SINGLE STORY DWELLING SHALL HAVE AT LEAST 1,000 SQUARE FEET OF FINISHED HEATED LIVING AREA.
2. IF A DWELLING HAS TWO LEVELS OR STORIES IMMEDIATELY ABOVE AND BELOW EACH OTHER MEASURED VERTICALLY AND ALL SUCH LEVELS OR STORIES ARE ABOVE THE FINISHED EXTERIOR GRADE OF SUCH DWELLING, THEN SUCH DWELLING SHALL HAVE AT LEAST 1,000 SQUARE FEET OF FINISHED HEATED LIVING AREA ON THE FIRST STORY OR LEVEL AND SHALL HAVE A TOTAL OF THE VARIOUS LEVELS OR STORIES OF AT LEAST 1,400 SQUARE FEET OF FINISHED HEATED LIVING AREA.
3. THE COMPUTATION OF LIVING AREA SHALL NOT INCLUDE ANY BASEMENT, GARAGE, OR ATTIC AREA USED FOR STORAGE. ALL LIVING AREA MEASUREMENTS SHALL BE TAKEN HORIZONTALLY AT THE TOP PLATE LEVEL TO THE FACE OF THE OUTSIDE WALL. REQUIRED LIVING AREA MUST AVERAGE AT LEAST SEVEN (7) FEET SIX (6) INCHES IN HEIGHT, EXCEPT THAT IN THE COMPUTATION OF SECOND OR UPPER STORY LIVING AREAS, THE HEIGHT SHALL BE SEVEN (7) FEET SIX (6) INCHES FOR AT LEAST ONE HALF (1/2) OF THE REQUIRED LIVING AREAS, AND ANY AREA LESS THAT FIVE (5) FEET IN HEIGHT SHALL BE EXCLUDED.
4. THE ARCHITECTURAL COMMITTEE MAY WAIVE, IN THE PARTICULAR INSTANCE, UPON WRITTEN REQUEST, THE FLOOR AREA REQUIREMENTS SET OUT IN PARAGRAPH 1 AND 2 OF THIS SUBSECTION C.

D. MAXIMUM BUILDING HEIGHT

NO BUILDING SHALL EXCEED TWO AND ONE HALF STORIES OR THIRTY- FIVE FEET IN HEIGHT.

E. GARAGES

WITHIN EACH LOT THERE SHALL BE PROVIDED A MINIMUM OF TWO PARKING SPACES WITHIN AN ATTACHED GARAGE. GARAGES SHALL BE ENCLOSED, AND CARPORTS ARE PROHIBITED. GLASS IN GARAGE DOORS IS PROHIBITED.

F. FOUNDATIONS

ANY EXPOSED FOUNDATION SHALL BE BRICK, STONE OR STUCCO. NO STEM WALL SHALL BE EXPOSED.

G. MASONRY

THERE SHALL NOT BE ANY SPECIFIC MASONRY REQUIREMENT OTHER THAN PARAGRAPH F ABOVE.

H. WINDOWS

WITHIN A DWELLING, ALUMINUM WINDOWS HAVING A MILL FINISH ARE PROHIBITED.

I. ROOF PITCH

NO DWELLING SHALL HAVE A ROOF PITCH OF LESS THAN 6/12, EXCEPT FOR PORCHES AND PATIOS THAT IN NO EVENT SHALL HAVE A ROOF PITCH OF LESS THAN 4/12.

J. ROOFING MATERIALS

ROOFING FOR A DWELLING SHALL BE SELF-SEALING COMPOSITION SHINGLES, TAMKO HERITAGE 30 YEAR WEATHERED WOOD IN COLOR. PROVIDED, HOWEVER, THAT IF SUCH ROOFING SHOULD NOT BE REASONABLY AVAILABLE, ALTERNATIVE ROOFING APPROVED BY THE ARCHITECTURAL COMMITTEE SHALL BE PERMITTED UPON DETERMINATION OF THE ARCHITECTURAL COMMITTEE THAT THE ALTERNATIVE IS OF EQUAL OR SUPERIOR QUALITY AND OF A DESIGN AND COLOR COMPATIBLE WITH THE ROOFING MATERIAL ABOVE SPECIFIED.

K. DRIVEWAYS

DRIVEWAYS SHALL BE CONCRETE, SHALL BE THE SAME COLOR AS THE SIDEWALKS AND CURBS WITHIN THE SUBDIVISION, AND SHALL REQUIRE APPROVAL OF THE ARCHITECTURAL COMMITTEE.

L. FENCING

1. ALL FENCING SHALL BE IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING CODE. INTERIOR FENCING OR WALLS SHALL NOT EXTEND BEYOND THE BUILDING LINES OF THE LOT AND, IF A DWELLING IS BUILT BEHIND THE FRONT BUILDING LINE OF A LOT, NO FENCE MAY EXTEND BEYOND THE POINT NEAREST THE STREET AT EACH END CORNER OF THE DWELLING, PROVIDED, HOWEVER, ON CORNER LOTS, FENCING MAY EXTEND TO THE SIDE YARD LOT LINE. EXCEPT AS SPECIFIED IN SECTION L(2) IMMEDIATELY BELOW, (I) ALL FENCING SHALL BE 6' PRIVACY CONSTRUCTED OF STANDARD WOOD; AND (II) CHAIN LINK, BARBED WIRE, MESH AND OTHER METAL FENCING IS PROHIBITED. NO FENCE SHALL EXCEED 6 FEET IN HEIGHT. FENCES FACING THE STREET AND INSTALLED IN SIDE YARDS BETWEEN DWELLINGS SHALL BE ALIGNED WITH EXISTING FENCES ON ADJOINING LOTS WHERE POSSIBLE. THE GOOD SIDE OF EVERY FENCE SHALL FACE THE STREET AND WOOD FENCES SHALL BE STAINED WITH CLEAR STAIN UNLESS OTHERWISE APPROVED BY THE ARCHITECTURAL COMMITTEE. OTHER TYPES OF FENCING CONSTRUCTED OF WROUGHT IRON, BRICK, OR STONE MAY BE PERMITTED IF PREAPPROVED BY THE ARCHITECTURAL COMMITTEE. VINYL COATED CHAIN LINK FENCE, WITH WOODED POST AND TOP RAIL IS RESTRICTED TO LOTS ADJACENT TO RESERVE AREAS ONLY IN ACCORDANCE WITH SECTION II(L)(2) IMMEDIATELY BELOW.
2. WITH RESPECT TO LOTS WHICH ARE CONTIGUOUS WITH LAKES, PONDS OR DETENTION FACILITIES IN RESERVE AREAS, THE SIDE YARD FENCES SHALL BE TAPERED IN HEIGHT TO FIVE FEET (5') WITHIN THIRTY FEET (30') OF THE PERIMETER FENCING THE LAKE, POND OR DETENTION AREA AND WITHIN SAID 30' AREA SHALL BE OF THE SAME SPECIFICATIONS AS THE PERIMETER FENCING DESCRIBED BELOW. PERIMETER FENCING SHALL BE REQUIRED ALONG AND PARALLEL TO THE COMMON BOUNDARY OF ALL LOTS WITH THE RESERVE AREAS WITH LAKES, PONDS OR DETENTION AREAS AND SAID PERIMETER FENCING SHALL BE CONSTRUCTED OF VINYL COATED CHAIN LINK RESIDENTIAL GRADE MATERIAL WITH WOODEN TOP RAILS AND POSTS. SUCH PERIMETER FENCING SHALL BE FOUR FEET (4') IN HEIGHT AND UNIFORM IN HEIGHT, DESIGN AND MATERIAL.

M. SEASONAL DECORATIONS

ALL SEASONAL DECORATIONS SHALL BE REMOVED NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DAY OF THE ACTUAL HOLIDAY.

N. ON-SITE CONSTRUCTION

NO RESIDENCE OR BUILDING BUILT OFF-SITE SHALL BE MOVED TO, OR PLACED ON, ANY LOT.

O. OUTBUILDINGS

WITHIN EACH LOT, OUTBUILDINGS ARE PROHIBITED.

P. SWIMMING POOLS

ABOVE GROUND SWIMMING POOLS ARE PROHIBITED.

Q. ANTENNAS

EXTERIOR TELEVISION, "CB" RADIO OR OTHER TYPE ANTENNAS INCLUDING SATELLITE DISHES SHALL BE PROHIBITED, EXCEPT SATELLITE DISHES NOT EXCEEDING 20" IN DIAMETER MAY BE AFFIXED TO A REAR BUILDING WALL OR DORMER IF BELOW THE EAVE, OR GROUND MOUNTED WITHIN A REAR YARD IF NOT EXCEEDING 6' IN HEIGHT, AND IN EACH INSTANCE THE SATELLITE DISH SHALL NOT BE VISIBLE FROM THE STREET VIEW OF THE DWELLING.

R. LOT MAINTENANCE

NO INOPERATIVE VEHICLE OR MACHINERY SHALL BE STORED ON ANY LOT AND EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION FREE OF RUBBISH, TRASH AND OTHER DEBRIS AND SHALL BE CUT, TRIMMED OR MOWED TO PREVENT GROWTH OF WEEDS OR TALL GRASS.

S. RECREATIONAL VEHICLES

BOATS, TRAILERS, CAMPERS AND OTHER RECREATIONAL VEHICULAR EQUIPMENT SHALL NOT BE STORED ON ANY LOT EXCEPT WITHIN AN ENCLOSED GARAGE.

T. NON-RECREATIONAL TRAILERS, MACHINERY AND EQUIPMENT

NO NON-RECREATIONAL TRAILERS, MACHINERY OR EQUIPMENT SHALL BE STORED, PLACED OR PARKED ON ANY LOT, EXCEPT WITHIN AN ENCLOSED GARAGE, OR ON ANY STREET WITHIN THE SUBDIVISION; PROVIDED HOWEVER, NOTHING HEREIN SHALL PROHIBIT THE PARKING OF VEHICLES, MACHINERY AND EQUIPMENT WHEN BEING UTILIZED IN CONNECTION WITH SERVICES PERTAINING TO A RESIDENCE.

U. CLOTHESLINES AND GARBAGE RECEPTACLES

EXPOSED CLOTHESLINE POLES OR OTHER OUTSIDE DRYING APPARATUS ARE PROHIBITED, AND NO EXPOSED GARBAGE CAN, TRASH CAN OR ANY TRASH BURNING APPARATUS OR STRUCTURE SHALL BE PLACED ON ANY LOT OR ANY RESERVE AREA.

V. ANIMALS

NO ANIMALS, LIVESTOCK OR POULTRY OF ANY KIND MAY BE MAINTAINED, BRED, SOLD OR KEPT EXCEPT THAT TWO DOGS, TWO CATS AND OTHER HOUSEHOLD PETS MAY BE KEPT PROVIDED THAT THEY ARE NOT USED FOR COMMERCIAL PURPOSES.

W. NOXIOUS ACTIVITY

NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED OUT UPON ANY LOT OR UPON ANY RESERVE AREA, NOR SHALL ANYTHING BE DONE THEREON THAT MAY BE OR MAY BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

X. SIGNAGE

NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT EXCEPT ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET ADVERTISING THE PROPERTY FOR SALE OR RENT. SIGNS USED BY THE OWNER/DEVELOPER OR A BUILDER TO ADVERTISE ANY PROPERTY WITHIN THE ADDITION DURING THE CONSTRUCTION AND LOT SALES PERIOD MAY BE UP TO TWELVE (12) SQUARE FEET. OWNER/DEVELOPER MAY MAINTAIN SIGNAGE AND PROMOTIONAL DISPLAYS FOR AS LONG AS IT OWNS A LOT IN THE ADDITION.

Y. MATERIALS AND STORAGE

NO LOT SHALL BE USED FOR THE STORAGE OF MATERIALS FOR A PERIOD OF GREATER THAN THIRTY (30) DAYS PRIOR TO THE START OF CONSTRUCTION AND THE CONSTRUCTION SHALL BE COMPLETED WITHIN SIX (6) MONTHS THEREAFTER. EACH LOT SHALL BE MAINTAINED IN A NEAT AND ORDERLY CONDITION.

Z. GARAGE SALES/YARD SALES

GARAGE SALES/YARD SALES WILL BE ALLOWED ONCE EACH CALENDAR YEAR. THE DATE WILL BE SET BY THE BOARD OF DIRECTORS OF THE PRESERVE EAST HOMEOWNER'S ASSOCIATION.

AA. TEMPORARY TRASH RECEPTACLES

A TEMPORARY TRASH RECEPTACLE IS REQUIRED ON EACH LOT DURING THE CONSTRUCTION OF ANY DWELLING IN THE SUBDIVISION. THE TEMPORARY TRASH RECEPTACLE SHALL BE MAINTAINED BY THE LOT OWNER AND SHALL BE EMPTIED ON A REGULAR BASIS OR AS NEEDED.

BB. BASKETBALL GOALS

NO BASKETBALL GOAL OR STRUCTURES ARE ALLOWED IN ANY OF THE STREET RIGHTS OF WAY.

SECTION IV. HOMEOWNERS' ASSOCIATION

A. FORMATION OF HOMEOWNERS' ASSOCIATION

THE OWNER/DEVELOPER HAS FORMED AN ASSOCIATION OF THE OWNERS OF THE LOTS WITHIN THE CEDARS AT THE PRESERVE II (HEREINAFTER AND HERETOFORE REFERRED TO AS THE "HOMEOWNERS' ASSOCIATION") TO BE ESTABLISHED IN ACCORDANCE WITH THE STATUTES OF THE STATE OF OKLAHOMA, FOR THE GENERAL PURPOSES OF MAINTAINING THE COMMON AREAS, INCLUDING BUT WITHOUT LIMITATION THE RESERVE AREAS AND PERIMETER FENCING, AND ENHANCING THE VALUE, DESIRABILITY AND ATTRACTIVENESS OF ALL PHASES OF THE PRESERVE.

B. MEMBERSHIP

EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF THE FEE INTEREST OF A LOT SHALL BE A MEMBER OF THE HOMEOWNERS' ASSOCIATION. MEMBERSHIP SHALL BE APPURTENANT TO AND MAY NOT BE SEPARATED FROM THE OWNERSHIP OF A LOT.

C. ASSESSMENT

EACH RECORD OWNER OF A LOT SHALL BE SUBJECT TO ASSESSMENT BY THE HOMEOWNERS' ASSOCIATION FOR THE PURPOSES OF IMPROVEMENT AND MAINTENANCE OF THE STORM WATER DETENTION FACILITIES, RESERVE AREAS AND OTHER COMMON AREAS.

SECTION V. ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT

THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I. PUBLIC STREETS, EASEMENTS AND UTILITIES ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I. WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS CONTAINED IN SECTION III, PRIVATE RESTRICTIONS, AND SECTION IV, HOMEOWNERS' ASSOCIATION, SHALL INURE TO THE BENEFIT OF ANY OWNER OF A LOT AND THE HOMEOWNERS' ASSOCIATION. IF THE OWNER OF ANY LOT SHALL VIOLATE ANY OF THE COVENANTS WITHIN SECTION III, IT SHALL BE LAWFUL FOR ANY OWNER OF A LOT OR THE HOMEOWNERS' ASSOCIATION TO MAINTAIN ANY ACTION AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANT, TO PREVENT HIM OR THEM FROM SO DOING OR TO COMPEL COMPLIANCE WITH THE COVENANT. IN ANY JUDICIAL ACTION BROUGHT TO ENFORCE THE COVENANTS ESTABLISHED WITHIN THIS DEED OF DEDICATION, THE DEFENSE THAT THE PARTY INITIATING THE EQUITABLE PROCEEDING HAS AN ADEQUATE REMEDY AT LAW IS HEREBY WAIVED. IN ANY JUDICIAL ACTION BROUGHT BY ANY OWNER OF A LOT OR THE ASSOCIATION, WHICH ACTION SEEKS TO ENFORCE THE COVENANTS CONTAINED IN THE RESTRICTIVE COVENANTS HEREIN AND/OR TO RECOVER DAMAGES FOR THE BREACH THEREOF, THE PREVAILING PARTY SHALL BE ENTITLED TO RECEIVE REASONABLE ATTORNEY FEES AND COSTS AND EXPENSES INCURRED IN SUCH ACTION.

B. DURATION

THE RESTRICTIVE COVENANTS HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

THE COVENANTS CONTAINED WITHIN SECTION I, PUBLIC STREETS, EASEMENTS AND UTILITIES, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE CITY OF BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE COVENANTS AND RESTRICTIONS CONTAINED WITHIN SECTION III, PRIVATE RESTRICTIONS, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNERS OF 60% OF THE LOTS WITHIN THE SUBDIVISION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNERS OF AT LEAST 60% OF THE LOTS, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. THE PROVISIONS CONTAINED WITHIN SECTION IV, HOMEOWNERS' ASSOCIATION, MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER/DEVELOPER DURING SUCH PERIOD THAT THE OWNER/DEVELOPER IS THE OWNER OF AT LEAST 1 LOT, OR ALTERNATIVELY THE COVENANTS AND RESTRICTIONS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A MAJORITY VOTE OF THE MEMBERS OF THE HOMEOWNER' ASSOCIATION AS EVIDENCED BY WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION. IN THE EVENT OF ANY CONFLICT BETWEEN AN AMENDMENT OR TERMINATION PROPERLY EXECUTED BY THE OWNER/DEVELOPER (DURING ITS OWNERSHIP OF AT LEAST 1 LOT) AND ANY AMENDMENT OR TERMINATION EVIDENCED BY AN INSTRUMENT PROPERLY EXECUTED BY THE PRESIDENT OF THE HOMEOWNERS' ASSOCIATION, THE INSTRUMENT EXECUTED BY THE OWNER/DEVELOPER SHALL PREVAIL DURING ITS OWNERSHIP OF AT LEAST 1 LOT. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE, IT IS PROPERLY RECORDED.

D. SEVERABILITY

INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF. BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT, OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF: 209TH STREET, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, HAS EXECUTED THIS INSTRUMENT THIS ____ DAY OF _____, 2026.

209TH STREET, LLC,
AN OKLAHOMA LIMITED LIABILITY COMPANY

BY: _____
GLENN SHAW, MANAGER

STATE OF OKLAHOMA)
) SS
COUNTY OF WAGONER)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, 2026, BY GLENN SHAW, MANAGER OF 209TH STREET, LLC.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: _____
COMMISSION NUMBER: _____

WAGONER COUNTY TREASURER'S CERTIFICATE

I, _____, COUNTY TREASURER OF WAGONER COUNTY, OKLAHOMA, HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS PERTAINING TO AD VALOREM TAXES ON THE TRACT DESCRIBED IN THE ACCOMPANYING PLAT AND FIND THAT ALL THE AD VALOREM TAXES HAVE BEEN PAID AND INCLUDING 2025.

DATED THIS _____ DAY OF _____, 2026.

_____
COUNTY TREASURER

CERTIFICATE OF SURVEY

I, MIKEL L. STEWART, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, HEREBY CERTIFY THAT I HAVE SURVEYED, SUBDIVIDED AND PLATTED THE ABOVE TRACT DESIGNATED AS "THE CEDARS AT THE PRESERVE II" AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA. THE ABOVE PLAT IS AN ACCURATE REPRESENTATION OF SAID SURVEY AND MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF LICENSURE FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

_____
MIKEL L. STEWART
LICENSED PROFESSIONAL LAND SURVEYOR
OKLAHOMA NO. 2105

NOT FOR CONSTRUCTION
MIKEL L. STEWART
THIS DOCUMENT IS PRELIMINARY AND DOES NOT CONSTITUTE A FINAL SIGNED AND SEALED DOCUMENT.

STATE OF OKLAHOMA)
) SS.
COUNTY OF WAGONER)

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, ON THIS ____ DAY OF _____ 2026, PERSONALLY APPEARED MIKEL L. STEWART, TO ME KNOWN TO BE THE IDENTICAL PERSON WHO SUBSCRIBED HIS NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSE THEREIN SET FORTH.

_____
NOTARY PUBLIC
MY COMMISSION EXPIRES: NOVEMBER 25, 2027
COMMISSION NUMBER: 19011877

ALAN ANDREW BETCHAN
Notary Public
State of Oklahoma
Commission #19011877
Expires: Nov. 25, 2027

PLOT DATE: Tue, 03-Feb-2026 FILE: P:\191932-THE CEDARS @ THE PRESERVE II\CEDARS AT THE PRESERVE II-BASE

The Cedars at the Preserve

Planned Unit Development #XXX
(BAZ XXX)

Prepared
April 20, 2020

Location

The West Half of the Northwest Quarter (W/2, NW/4) of Section Thirty two (32), Township Nineteen (19) North, Range Fifteen(15) East of the Indian Base and Meridian, Wagoner County, State of Oklahoma. This PUD contains 159.1 +/- Acres.

Owner

209th Street LLC
1420 W. Kenosha St.
Broken Arrow, OK 74102

Prepared By:

AAB Engineering, LLC
Engineering • Surveying • Land Planning
PO Box 2136 Sand Springs, OK 74063
Office: (918) 514-4283 Fax: (918) 514-4288

Development Concept

PUD #XXX is an approximately 159 acre development on the southeast corner of North 37th Street (209th East Avenue) and East Omaha Street in Broken Arrow. Exhibit B depicts the project area relative to the surrounding areas. The PUD is presented along with a rezoning application for approximately 4.85 acres of the project from A-1 to CN, approximately 125.7 acres from A-1 to RS-4, and approximately 9.04 acres from A-1 to IL and approximately 19.54 acres from A-1 to FD. The balance of the property will be rezoned to FD since it will remain in the floodplain. This proposal is submitted along with a comprehensive plan amendment that brings the plan into conformance with the proposed zoning designations. The proposed comprehensive plan amendments largely mirror the pre 2019 update version of the comprehensive plan. See Exhibits C & D for the proposed comprehensive plan modifications versus the effective plan and the proposed zoning modifications versus the effective zoning. This project proposes four distinct development areas with differing goals. Exhibit E depicts the proposed development areas and Exhibit F depicts the conceptual development plan.

Development Area A-Neighborhood Commercial: We have included a commercial tract at the northwest corner of the site. This tract of land is well suited for a neighborhood commercial use and is anticipated to include various small scale commercial uses as well as a potential mini storage use.

Development Area B-Residential: The general purpose of this section of the project is to provide an affordable detached single family residential neighborhood. The developer proposes to development the property in a nature similar to the Silverleaf subdivision located northwest of the project. To meet the needs of the workforce home buyer this planned unit development requests a minimum lot width of 52'. The maximum number of lots is significantly less than the total allowed by the proposed RS-4 zoning and allows ample open space when the gross development area is considered. The property's limited accessibility and proximity to the reclaimed landfill and turnpike limit its marketability making the proposed use the most appropriate for the tract.

Development Area C-Commercial Buffering: This area of the project is immediately adjacent to the fire and police training facilities to the east of the project. This area is intended to provide a limited commercial/office use with the balance of the property being used as ministorage. This allows adequate buffering of the somewhat intense uses at the police department gun range and fire training facility from those less intense uses proposed within the single family neighborhood. It also provides a safety buffer to the housing.

Development Area D-Floodplain: This area is contained within the 100 year floodplain of Adams creek and will remain in a relatively natural state. The area may be improved with walking trails and open space amenities provided all such amenities conform to all Broken Arrow floodplain ordinances.

The public street and utility systems within the project will be constructed to public standards and dedicated to the City upon completion. This area is served with water by Wagoner County Rural Water District #4. Exhibit G depicts the conceptual infrastructure improvements for this project.

The required entrances will connect to North 37th Street and E. Omaha Street with a stubbed street to the undeveloped tract to the east. The entrances from the adjacent arterial streets will be designed in accordance with the Broken Arrow Subdivision Regulations with two outbound lanes and one inbound lane. The stub streets to the east will also conform to subdivision regulations and appropriate engineering standards in the City of Broken Arrow.

Development Area A Development Standards

The intended use for this project is to establish a neighborhood commercial area at the intersection of 37th Street and Omaha Street. Development Area A shall be developed in accordance with the use and development regulations of the CN district of the Broken Arrow Zoning Ordinance, except as hereinafter modified.

Gross Land Area	4.85 acres
Maximum Floor Area	100,000 square feet
Permitted uses:	All uses permitted by right in the CN zoning district and: · "Drive-in" restaurants will be allowed. · Restaurants with drive thru will be allowed. · Mini-storage
All Other Uses Dimensional Standards	Per CN District Guidelines
Minimum Landscape Area	10% of Net Developable lot

Architectural Standards

All exterior walls shall be constructed of masonry materials. All facades that face a public right of way shall be constructed of masonry materials other than EIFS. A brick or stone wainscot with EIFS or stucco used above that wainscot may be provided facades that do not face a public ROW. Metal awnings and canopies may be used.

Development Area B Development Standards

The intended use for this project is to establish affordable single family detached housing which shall be governed by the Broken Arrow Zoning Ordinance and use and dimensional standards in the current RS-4 zoning guidelines except as hereinafter modified:

Permitted uses:	Single Family Detached Dwellings
Gross Residential area	125.71 acres
Minimum gross land area per dwelling unit: (DU)	10,000 square feet
Maximum number of dwelling units	540
Minimum Lot Width	52 feet
Minimum lot size	6000 square feet
Minimum livability space per lot	2,800 square feet
Minimum Corner lot side yard abutting a public street*****	15 feet on side yard*
Minimum rear yard	20 feet

* In the event that garage access is planned from the side yard, the minimum building setback along the side yard will be 20'. Only one garage access frontage is allowed on each lot.

Development Area C Development Standards

The intended use for this are is to establish a buffering element between the fire and police training area and the proposed residential lots. Development Area C shall be developed in accordance with the use and development regulations of the CN district of the Broken Arrow Zoning Ordinance, except as hereinafter modified.

Permitted uses:	All uses permitted by right in the CN or IL zoning district **Except** those uses listed as "Industrial Uses" within the zoning code unless expressly permitted below. The following uses are specifically permitted: · "Drive-in" restaurants · Restaurants with drive thru. · Mini Storage
Gross Land Area	9.04 acres
Mini Storage Maximum Floor Area	150,000 square feet
All Other Uses Maximum Floor Area	100,000 square feet
Building Setbacks	
Front	50'
Rear (abutting Residential)	30'
Side (abutting Residential)	30'
Rear or Side Abutting Residential (Mini Storage Use)	10*
All Other Dimensional Standards	Per CN District Guidelines

Minimum Landscape Area

10% of Net Developable Lot shall be maintained as landscape area. A landscape buffer of not less than 10' shall be provided along any boundary abutting a residential use.

*****Any ministorage buildings constructed less than 30' from a residential zoned property must be constructed of masonry materials. Exterior building shall constitute the required screening fence in these situations.

Architectural Standards

All exterior walls shall be constructed of masonry materials. All facades that face a public right of way shall be constructed of masonry materials other than EIFS. A brick or stone wainscot with EIFS or stucco used above that wainscot may be provided facades that do not face a public ROW. Metal awnings and canopies may be used.

Any portion of a ministorage facility setback less than 150' from an arterial ROW shall be constructed of full masonry materials unless it is shielded from public view by another building or a masonry screening fence of not less than 6' in height.

Any lot containing a mini storage use may exceed the 2.49 acre lot size maximum of the CN district.

Floodplain (Development Area D)

The intended use for this portion of the project will remain natural floodplain area except as allowed by the City Engineering department for infrastructure improvements.

The developer may also include improvements such as trails, picnic areas and playground areas at their discretion.

Gross Land Area 19.54 acres

Street Design and Access Limitations

All streets shall be constructed as required to meet public street standards as described in the City of Broken Arrow engineering standards. Sidewalks shall be constructed by the developer along 37th Street and Omaha St. No residential lots shall be allowed to have direct access to E. Omaha Street or 37th Street. A single stub street is proposed to the east for future development of the land south of the former landfill site and west of the Creek Turnpike.

All commercial property will encourage mutual access easements and shared access points to the arterial streets however the actual location of the driveways will be determined during the plat and/or site plan processes. If deemed appropriate by staff at the time of plat and/or site plan drives may be allowed nearer to the intersection of 37th Street and Omaha Street than 250'.

Utilities

Storm sewer and sewer service will be publicly maintained utilities provided by the City of Broken Arrow and installed by the developer. Water service will be provided by Wagoner County Rural Water District Number 4. At this time we do not anticipate a detention facility, however, if stormwater detention is required we will construct the facility in the southern portions of Development Area B. All detention and open space areas will be maintained by the homeowners association.

Franchise utilities will also serve the project with communications, natural gas, and electricity. We anticipate underground services throughout the development.

Landscape and Screening Standards

Landscaping and screening will be provided along 37th Street and Omaha Street and shall conform to the City of Broken Arrow Zoning Ordinance. A landscape and fence easement or reserve area shall be provided where Development Area B abuts the adjoining arterial streets and shall contain the required landscaping and screening for the development. All commercial lots shall be developed in accordance with the City of Broken Arrow Zoning Ordinance regarding landscape installation.

All open space reserve areas shall be owned and maintained by the property owners association unless otherwise accepted by the City of Broken Arrow for perpetual maintenance as part of the Broken Arrow Floodplain policy. All traffic islands surrounded by street right of way shall include appropriate landscaping and berms to add visual character to the community and aid in slowing traffic patterns through the project site.

Platting

Prior to issuance of a building permit for any habitable structure, the area within the PUD shall have a subdivision plat approved by the Planning Commission and City Council and filed of record at the Tulsa County Courthouse. The deed of dedication of the required subdivision plat shall include covenants of record, enforceable by the City of Broken Arrow, setting forth the development standards of the approved Planned Unit Development. If a detention facility is required, no part or portion of that facility shall be built into any utility easement, nor any street right of way.

Exhibit A
Legal Descriptions

Overall PUD Legal Description

Development Area A Legal Description

A TRACT OF LAND SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4) OF SECTION THIRTY-TWO (32), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, WAGONER COUNTY, STATE OF OKLAHOMA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4); THENCE NORTH 88°48'13" EAST ALONG THE NORTH LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4), A DISTANCE OF 367.87 FEET; THENCE SOUTH 01°11'47" EAST, A DISTANCE OF 577.00 FEET; THENCE SOUTH 88°48'13" WEST, A DISTANCE OF 364.94 FEET TO THE WEST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4); THENCE NORTH 01°29'16" WEST ALONG SAID WEST LINE, A DISTANCE OF 577.01 FEET TO THE POINT OF BEGINNING. CONTAINING 211,415.24 SQUARE FEET OR 4.85 ACRES.

Development Area B Legal Description

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER (SW/4) AND THE WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4) OF SECTION THIRTY-TWO (32), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, WAGONER COUNTY, STATE OF OKLAHOMA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4); THENCE NORTH 88°48'13" EAST ALONG THE NORTH LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4), A DISTANCE OF 367.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°48'13" EAST ALONG THE NORTH LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4), A DISTANCE OF 578.25 FEET; THENCE SOUTH 01°12'29" EAST, A DISTANCE OF 574.71 FEET; THENCE NORTH 88°48'13" EAST, A DISTANCE OF 164.28 FEET; THENCE SOUTH 01°11'47" EAST, A DISTANCE OF 580.00 FEET; THENCE SOUTH 87°49'11" EAST, A DISTANCE OF 38.96 FEET; THENCE SOUTH 00°53'45" EAST, A DISTANCE OF 287.71 FEET; THENCE NORTH 88°22'18" EAST, A DISTANCE OF 181.02 FEET TO THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4); THENCE SOUTH 01°28'10" EAST ALONG SAID EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4), A DISTANCE OF 1198.13 FEET TO THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW/4); THENCE NORTH 88°43'53" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 1321.18 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE SOUTH 01°26'35" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER (SW/4); A DISTANCE OF 1259.38 FEET TO THE WESTERLY RIGHT OF WAY OF THE CREEK TURNPIKE; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2810.00 FEET, A CHORD BEARING OF SOUTH 20°54'56" WEST AND A CHORD DISTANCE OF 1146.95 FEET, FOR A CURVE LENGTH OF 974.52 FEET; THENCE NORTH 45°35'18" WEST, A DISTANCE OF 1103.21 FEET; THENCE NORTH 01°11'47" WEST, A DISTANCE OF 597.57 FEET; THENCE SOUTH 88°48'13" WEST, A DISTANCE OF 11.37 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 174.96 FEET, A CHORD BEARING OF NORTH 69°24'23" WEST AND A CHORD DISTANCE OF 129.92 FEET, FOR A CURVE LENGTH OF 133.11 FEET; THENCE NORTH 47°36'40" WEST, A DISTANCE OF 62.26 FEET; THENCE SOUTH 51°28'52" WEST, A DISTANCE OF 121.52 FEET; THENCE NORTH 47°37'02" WEST, A DISTANCE OF 1003.75 FEET; THENCE SOUTH 88°48'13" WEST, A DISTANCE OF 116.48 FEET; THENCE SOUTH 01°11'47" EAST, A DISTANCE OF 104.00 FEET; THENCE SOUTH 32°20'13" WEST, A DISTANCE OF 215.51 FEET; THENCE SOUTH 88°48'13" WEST, A DISTANCE OF 244.19 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4); THENCE NORTH 01°30'04" WEST ALONG SAID WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 330.52 FEET TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4) AND THE SOUTHWEST CORNER OF SAID WEST HALF OF THE

NORTHWEST QUARTER (W/2 NW/4); THENCE NORTH 01°29’17” WEST ALONG THE WEST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4), A DISTANCE OF 2066.15 FEET; THENCE NORTH 88°48’13” EAST, A DISTANCE OF 364.94 FEET; THENCE NORTH 01°11’47” WEST, A DISTANCE OF 577.00 FEET TO THE POINT OF BEGINNING. CONTAINING 5,476,043.21 SQUARE FEET OR 125.71 ACRES.

Development Area C Legal Description

A TRACT OF LAND SITUATED IN THE WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4) OF SECTION THIRTY-TWO (32), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, WAGONER COUNTY, STATE OF OKLAHOMA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4); THENCE NORTH 88°48’13” EAST ALONG THE NORTH LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4), A DISTANCE OF 946.12 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°48’13” EAST ALONG THE NORTH LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4), A DISTANCE OF 375.91 FEET TO THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4), THENCE SOUTH 01°28’10” EAST ALONG SAID EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER (W/2 NW/4), A DISTANCE OF 1443.36 FEET; THENCE SOUTH 88°22’18” WEST, A DISTANCE OF 181.02 FEET; THENCE NORTH 00°53’45” WEST, A DISTANCE OF 287.71 FEET; THENCE NORTH 87°49’11” WEST, A DISTANCE OF 38.96 FEET; THENCE NORTH 01°11’47” WEST, A DISTANCE OF 580.00 FEET; THENCE SOUTH 88°48’13” WEST, A DISTANCE OF 164.28 FEET; THENCE NORTH 01°12’29” WEST, A DISTANCE OF 574.71 FEET TO THE POINT OF BEGINNING. CONTAINING 393,853.89 SQUARE FEET OR 9.04 ACRES.

Development Area D Legal Description

A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-TWO (32), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, WAGONER COUNTY, STATE OF OKLAHOMA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

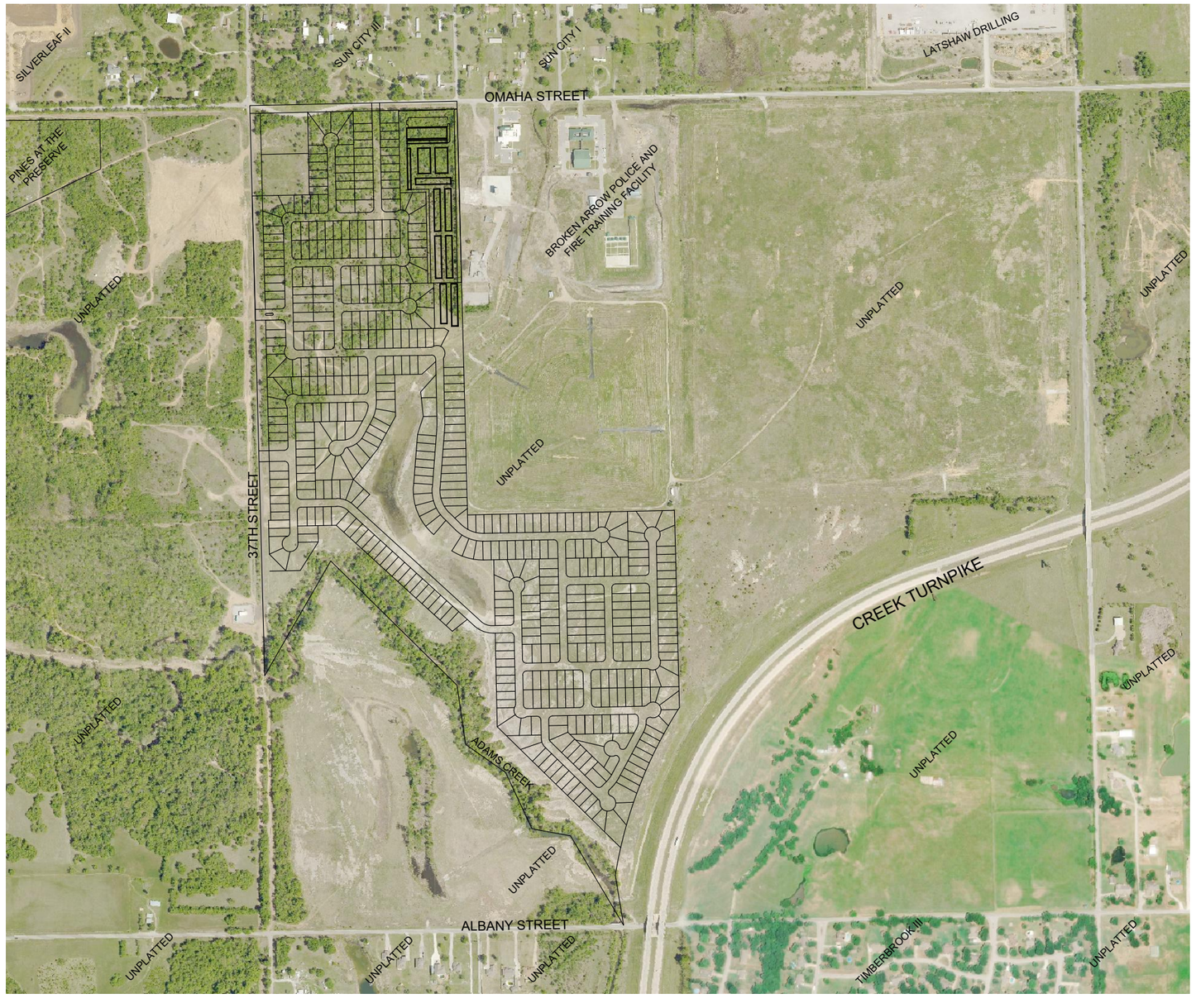
COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER (SW/4); THENCE SOUTH 01°30'04" EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4), A DISTANCE OF 330.52 FEET TO THE POINT OF BEGINNING; THENCE NORTH 88°48'13" EAST, A DISTANCE OF 244.19 FEET; THENCE NORTH 32°20'13" EAST, A DISTANCE OF 215.51 FEET; THENCE NORTH 01°11'47" WEST, A DISTANCE OF 104.00 FEET; THENCE NORTH 88°48'13" EAST, A DISTANCE OF 116.48 FEET; THENCE SOUTH 47°37'02" EAST, A DISTANCE OF 1003.75 FEET; THENCE NORTH 51°28'52" EAST, A DISTANCE OF 121.52 FEET; THENCE SOUTH 47°36'40" EAST, A DISTANCE OF 62.26 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 174.96 FEET, A CHORD BEARING OF SOUTH 69°24'23" EAST AND A CHORD DISTANCE OF 129.92 FEET, FOR A CURVE LENGTH OF 133.11 FEET; THENCE NORTH 88°48'13" EAST, A DISTANCE OF 11.37 FEET; THENCE SOUTH 01°11'47" EAST, A DISTANCE OF 597.57 FEET; THENCE SOUTH 45°35'18" EAST, A DISTANCE OF 1103.21 FEET TO THE WESTERLY RIGHT OF WAY OF THE CREEK TURNPIKE; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY, ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 2810.00 FEET, A CHORD BEARING OF SOUTH 10°58'49" WEST AND A CHORD DISTANCE OF 180.52 FEET, FOR A CURVE LENGTH OF 180.55 FEET; THENCE SOUTH 09°30'04" EAST ALONG SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 322.37 FEET; THENCE NORTH 30°41'53" WEST, A DISTANCE OF 663.41 FEET; THENCE NORTH 79°38'30" WEST, A DISTANCE OF 250.04 FEET; THENCE NORTH 25°10'19" WEST, A DISTANCE OF 397.54 FEET; THENCE NORTH 54°55'22" WEST, A DISTANCE OF 312.14 FEET; THENCE NORTH 08°14'41" WEST; THENCE NORTH 45°26'06" WEST, A DISTANCE OF 1131.20 FEET; THENCE SOUTH 29°55'04" WEST, A DISTANCE OF 844.86 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER (SW/4); THENCE NORTH 01°30'04" WEST ALONG SAID WEST LINE OF THE SOUTHWEST QUARTER (SW/4), A DISTANCE OF 666.87 FEET TO THE POINT OF BEGINNING. CONTAINING 850,975.21 SQUARE FEET OR 19.54 ACRES.

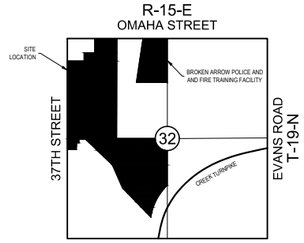
Exhibit B

Surrounding Areas
for

The Cedars at the Preserve

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DRAWING SCALE: 1"= 400'





LOCATION MAP
SCALE: 1"=2000'

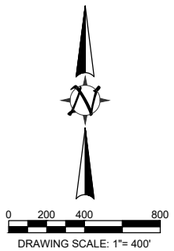
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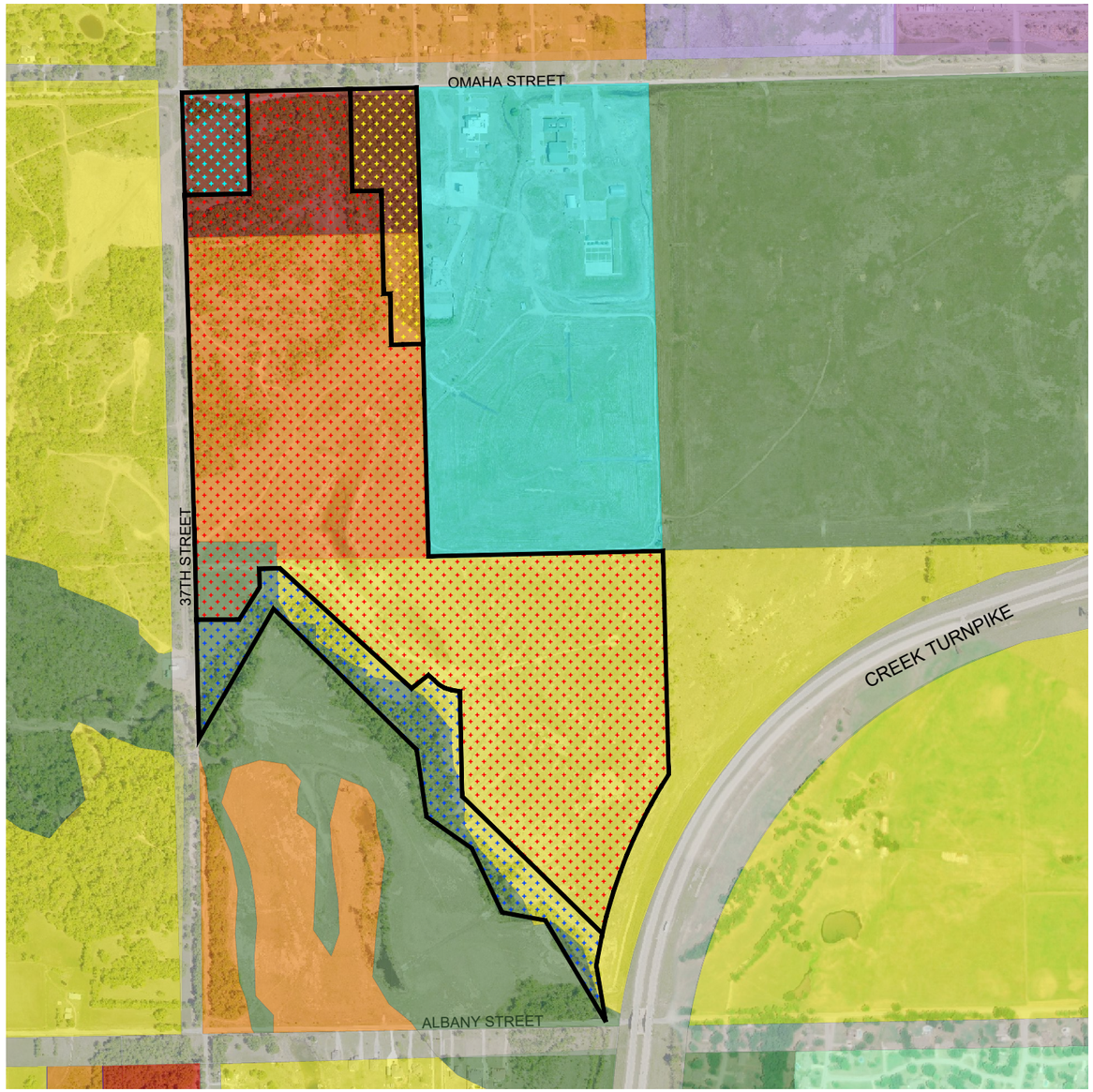
AAB Engineering, LLC
Engineering • Surveying • Land Planning
PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp: June 30, 2020
KS CA#2292 Exp: Dec. 31, 2020
Office: (918) 514-4283 Fax: (918) 514-4288

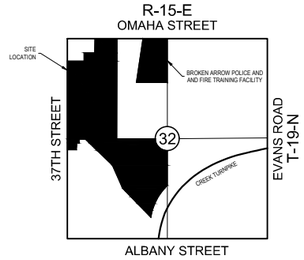
Exhibit C

Comp Plan
for

The Cedars at the Preserve







LOCATION MAP
SCALE: 1"=2000'

LEGEND

- PROPOSED LEVEL 7
- PROPOSED LEVEL 4
- PROPOSED LEVEL 2
- PROPOSED GREENWAY/ FLOODPLAIN

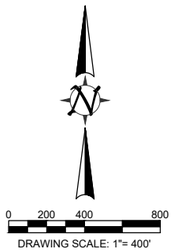
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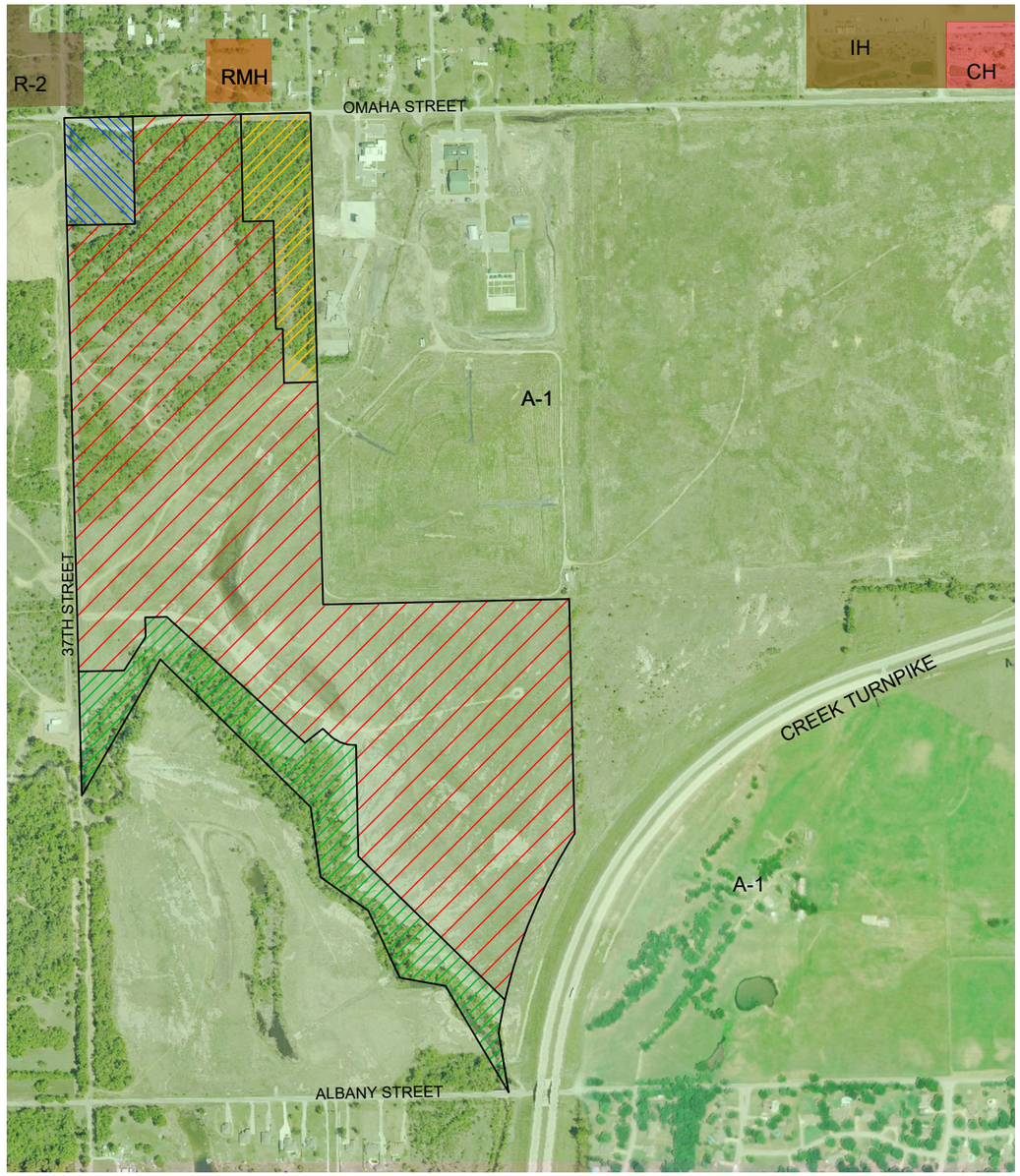
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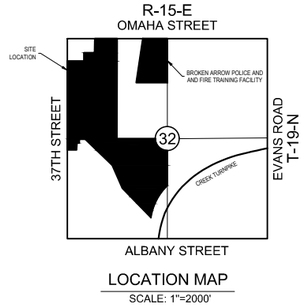
Exhibit D

Existing & Proposed Zoning
for

The Cedars at the Preserve







LOCATION MAP
SCALE: 1"=2000'

LEGEND

- EXISTING ZONE A-1 (AGRICULTURE)
- EXISTING ZONE CH (COMMERCIAL HEAVY)
- EXISTING ZONE IH (INDUSTRIAL HEAVY)
- EXISTING ZONE RMH (RESIDENTIAL MOBILE HOME)
- EXISTING ZONE R-2 (RESIDENTIAL SINGLE-FAMILY)
- PROPOSED ZONE RS-4 (RESIDENTIAL SINGLE-FAMILY)
- PROPOSED ZONE CN (COMMERCIAL NEIGHBORHOOD)
- PROPOSED ZONE IL (INDUSTRIAL LIGHT)
- PROPOSED ZONE FD (FLOODPLAIN)



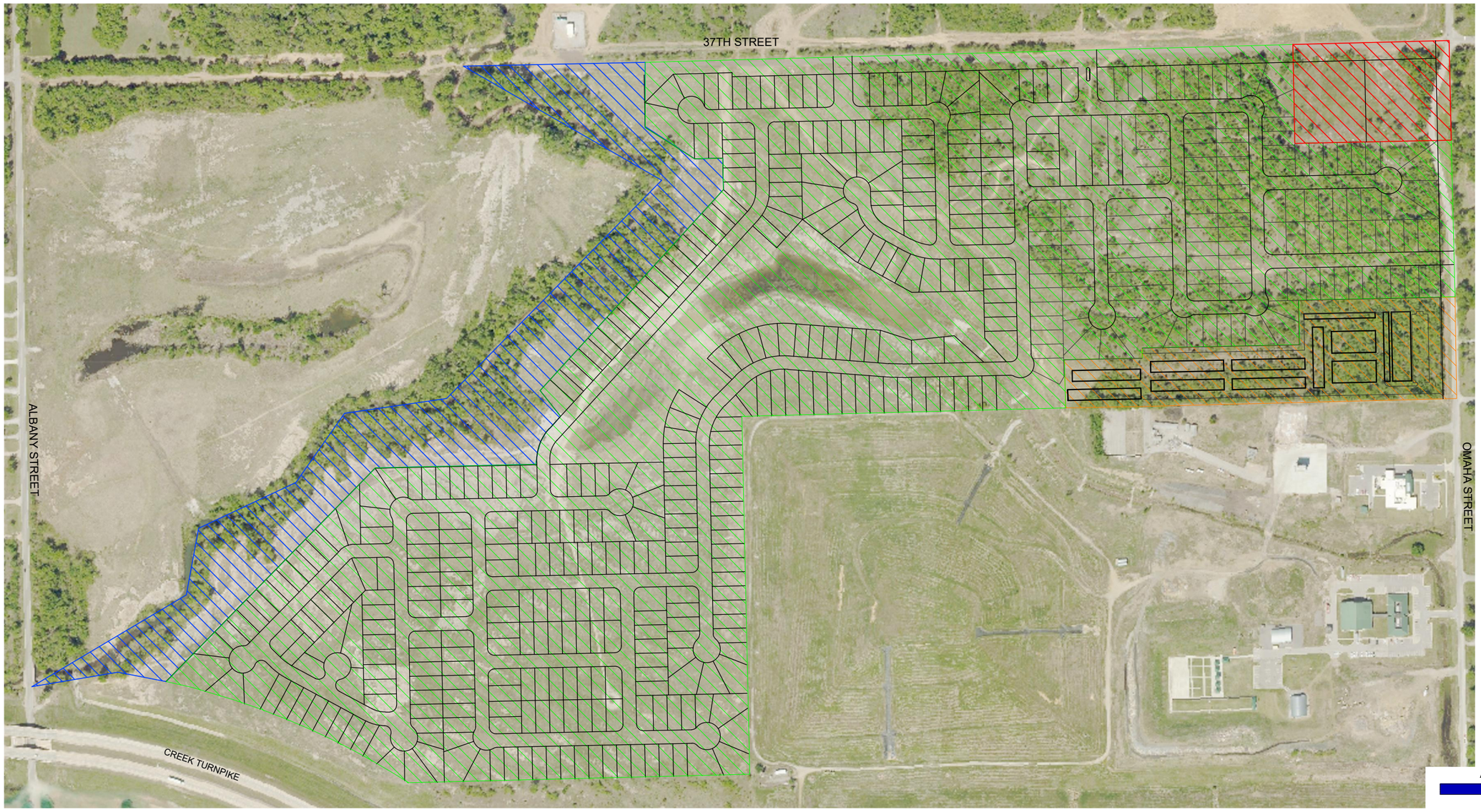
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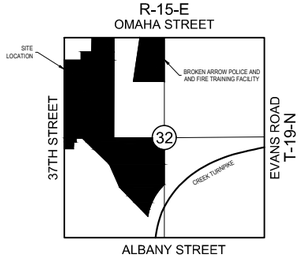
Exhibit E

Development Areas
for

The Cedars at the Preserve

0 100 200 400
DRAWING SCALE: 1"= 200'





LOCATION MAP
SCALE: 1"=2000'

LEGEND

- DEVELOPMENT AREA A
- DEVELOPMENT AREA B
- DEVELOPMENT AREA C
- DEVELOPMENT AREA D

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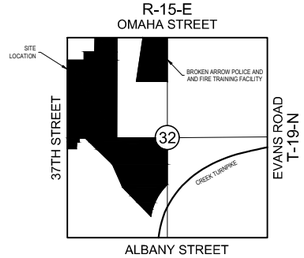
Exhibit F

Conceptual Development Plan
for

The Cedars at the Preserve

0 100 200 400
DRAWING SCALE: 1"= 200'





LOCATION MAP
SCALE: 1"=2000'

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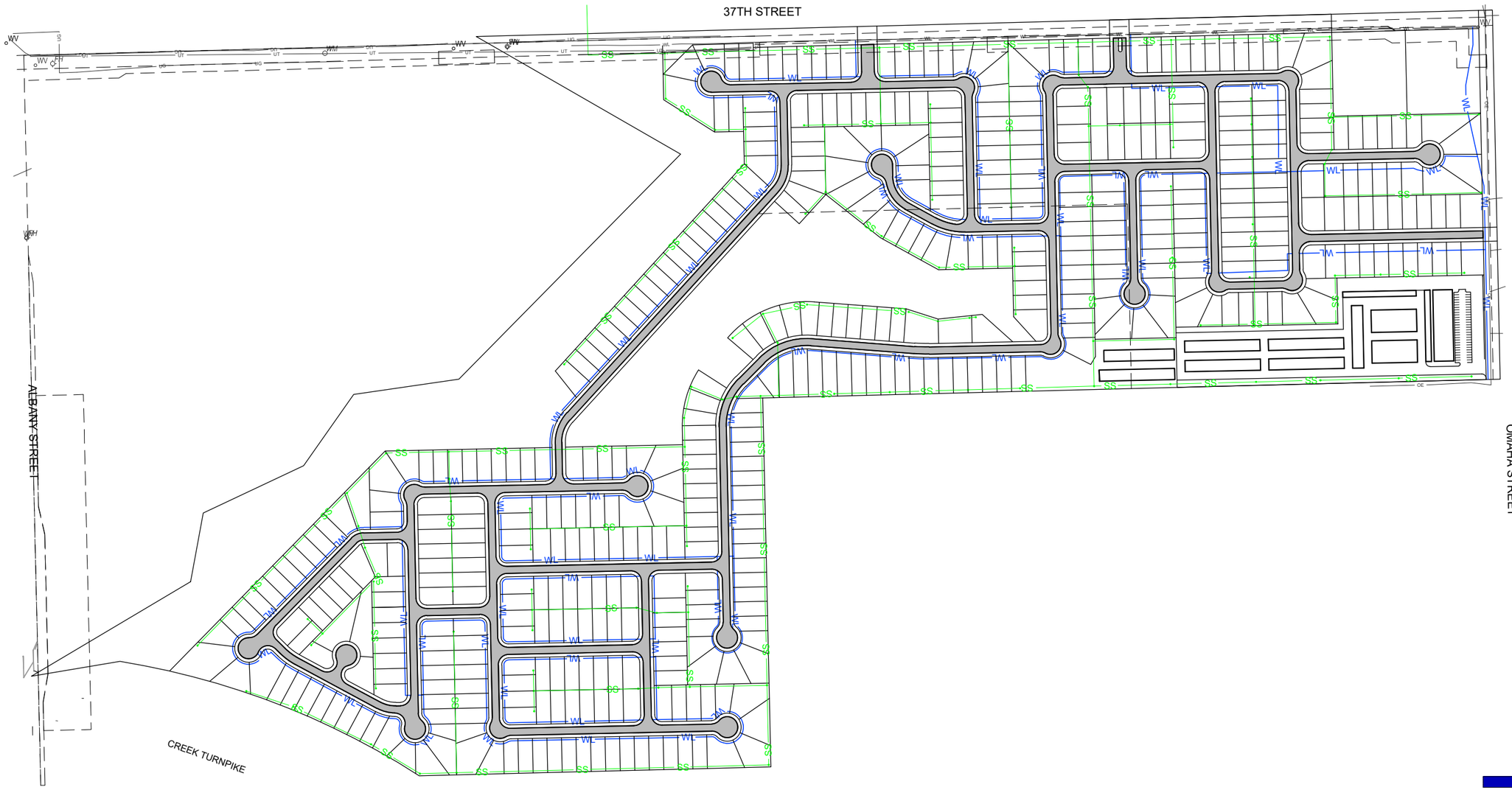
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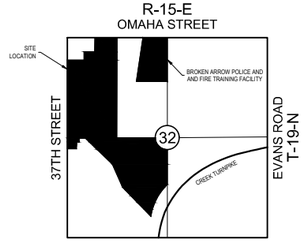
Exhibit G

Conceptual Improvement Plan
for

The Cedars at the Preserve

0 100 200 400
DRAWING SCALE: 1"= 200'





LOCATION MAP
SCALE: 1"=2000'

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Engineering • Surveying • Land Planning
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OK CA#6318 Exp: June 30, 2020
KS CA#2292 Exp: Dec. 31, 2020
Office: (918) 514-4283 Fax: (918) 514-4288

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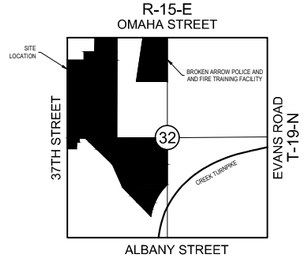
Exhibit H

Existing Topo and Aerial
for

The Cedars at the Preserve

0 100 200 400
DRAWING SCALE: 1"= 200'

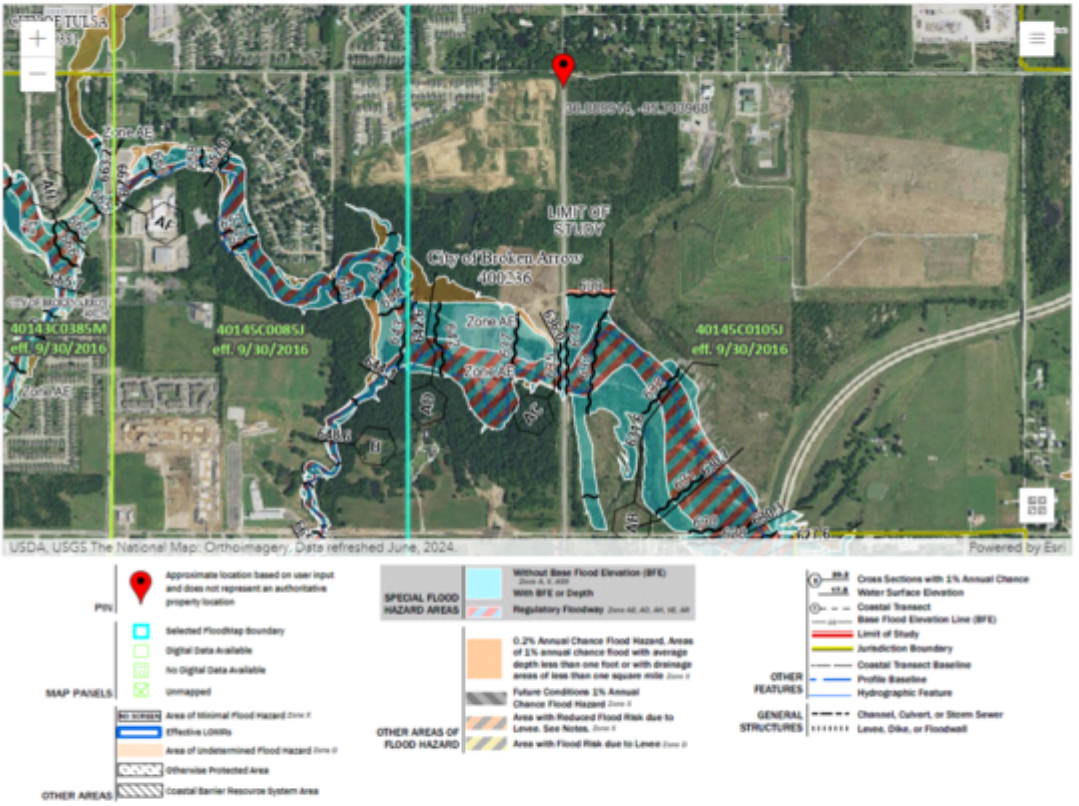




LOCATION MAP
SCALE: 1"=2000'

AAB Engineering, LLC
Engineering • Surveying • Land Planning
PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp: June 30, 2020
KS CA#2292 Exp: Dec. 31, 2020
Office: (918) 514-4283 Fax: (918) 514-4288

BEFORE YOU DIG
811 OKIE CALL.COM
CALL OKIE



PIN
- Approximate location based on user input and does not represent an authoritative property location

MAP PANELS
- Selected Floodmap Boundary
- Digital Data Available
- No Digital Data Available
- Unmapped

OTHER AREAS
- Area of Minimal Flood Hazard
- Effective LOMRs
- Area of Undetermined Flood Hazard
- Otherwise Protected Area
- Coastal Barrier Resource System Area

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE)
- With BFE or Depth
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile
- Future Conditions 1% Annual Chance Flood Hazard
- Area with Reduced Flood Risk due to Levee. See Notes.
- Area with Flood Risk due to Levee

OTHER FEATURES
- Cross Sections with 1% Annual Chance
- Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

City of Broken Arrow

Request for Action

File #: 26-310, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:

Acceptance of a Detention Easement from Rosewood Village Development Company, LLC on property located approximately one-fourth of a mile north of Houston Street (81st Street), east of Aspen Avenue (145th E. Ave) shown as Exhibit A (Section 10, T18N, R14E) (EASE-002077-2025)

Background:

Rosewood Village Development Company, LLC is re-dedicating a detention easement for the proposed development of the Rosewood Village residential subdivision. This detention easement is required prior to approval of the Final Plat for the development. The applicant is currently in the Conditional Final Plat stage of the development. The preliminary plat for PR-000101-2022|PT-001597-2024 was approved by the Broken Arrow Planning Commission on July 25, 2024.

Staff has reviewed the documents and recommends acceptance of the detention easement dedication.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: Detention Easement Dedication
Exhibit A

Recommendation:

Accept the detention easement.

DETENTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, RoseWood Village Development, L.L.C., an Oklahoma limited liability company, the owner(s) of the legal and equitable title to the following described real estate situated in the City of Broken Arrow, Tulsa County, Oklahoma, for and in consideration of the sum of Ten Dollars ($10.00), cash in hand, paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby dedicate to the public, forever, the following described property, to wit:

See Attached Exhibit 'A'

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing stormwater detention facilities and appurtenances.

The Detention Facility shall be maintained by the RoseWood Homeowners' Association or their assigns to the extent necessary to achieve the intended drainage, and detention functions including repair of appurtenances, removal of obstructions and siltation, and customary grounds maintenance within the Detention Facility. In the event the RoseWood Homeowners' Association should fail to properly maintain the Detention Facility thereon located as above provided, the City of Broken Arrow, or its designated contractor, may enter the Detention Facility and perform such maintenance, and the cost thereof shall be paid by the Property Owner.

The City is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and grantor(s), for him/her and their heirs, administrators, successors and assigns, covenant(s) and agree(s) that no building, structure, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; the stormwater detention facilities and appurtenances located thereon shall be maintained and kept clear of debris by the grantor(s), and further covenant(s) and agree(s) that in the event the terms of this paragraph are violated by the grantor(s) or any person in privy with them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from City or City shall have right to remove or otherwise eliminate such violation, and grantor(s), his/her heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

TO HAVE AND TO HOLD such easement and right of way unto the City of Broken Arrow, Oklahoma, its successors and assigns forever.

DATED this 13TH day of January, 2026

RoseWood Village Development L.L.C.,
an Oklahoma limited liability company

PAUL THOMAS HOMAN, Jr, Manager

State of Oklahoma)
)SS.
County of Tulsa)

Before me, the undersigned Notary Public, in and for said County and State, on this 13th day of January, 2026, personally appeared PAUL THOMAS HOMAN, Jr, as Manager of RoseWood Village Development LLC, known to me to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he executed the same as his and voluntary act and deed 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: MAY 31 2028

Notary Public

JACK TABER
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES MAY 31, 2028
COMMISSION #12005192

Approved as to Form:

Asst. City Attorney

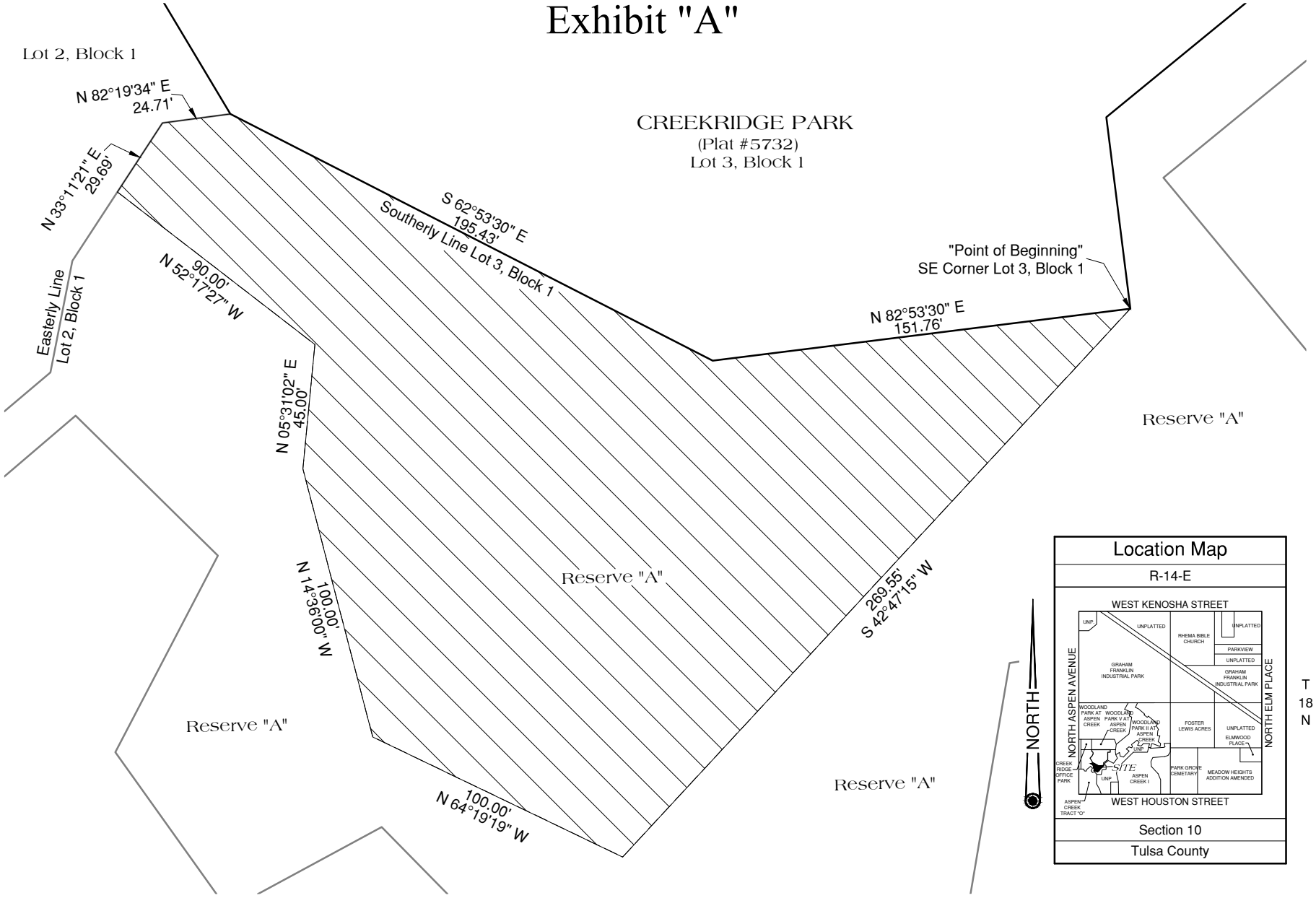
Approved as to Substance:

Mayor

Engineer: JDD checked: 2-14-26

Project: Ease - 002077-2025
Rosewood Village

Exhibit "A"



Tulsa Engineering & Planning Associates
9810 E. 42nd Street, Suite 100 Tulsa, Oklahoma 74146
Phone: 918-252-9621 Fax: 918-340-5999
Civil Engineering, Land Surveying, Land Planning
Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2025

Detention Easement being a Part of Reserve "A" of Creekridge Park, a subdivision in the City of Broken Arrow, Tulsa County, Plat No. 5732.

Job No: 22-019
Scale: 1" = 40'
Date: 12/12/2024

G:\22-019\MiscDwgs\Detention Esmt\22-019 01 Detention Easement Exhibit.dwg, 12/12/2024 - 9:26 AM

Exhibit "A"

Legal Description

A tract of land being a part of Reserve "A" of Creekridge Park, a subdivision in the City of Broken Arrow, Tulsa County, State of Oklahoma, Plat No. 5732, as filed in the office of the Tulsa County Clerk, being more particularly described as follows:

Beginning at the southeast corner of Lot 3, Block 1 of said Plat No. 5732;

Thence S 42°47'15" W a distance of 269.55 feet;

Thence N 64°19'19" W a distance of 100.00 feet;

Thence N 14°36'00" W a distance of 100.00 feet;

Thence N 05°31'02" E a distance of 45.00 feet;

Thence N 52°17'27" W a distance of 90.00 feet to a point on the easterly line of Lot 2, Block 1 of said Plat No. 5732;

Thence N 33°11'21" E, along said easterly line, a distance of 29.69 feet;

Thence N 82°19'34" E, continuing along said easterly line, a distance of 24.71 feet to a point on the southerly line of said Lot 3;

Thence S 62°53'30" E, along said southerly line, a distance of 195.43 feet;

Thence N 82°53'30" E, continuing along said southerly line, a distance of 151.76 feet to the "Point of Beginning".

Said tract contains 41,099 square feet or 0.9435 acres.

Certificate

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc. and a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accord with existing records and is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property Descriptions" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

David W. Murdoch, P.L.S.
2024.12.12 10:10:50 -06'00'

David W. Murdoch, P.L.S. No. 1404

E-mail: d.murdoch@tulsaengineering.com
Telephone: (918) 252-9621

LICENSED PROFESSIONAL LAND SURVEYOR
DAVID W. MURDOCH
1404

DETENTION EASEMENT

Tulsa Engineering & Planning Associates
9810 E. 42nd Street, Suite 100 Tulsa, Oklahoma 74146
Phone: 918-252-9621 Fax: 918-340-5999
Civil Engineering, Land Surveying, Land Planning
Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2025

Job No: 22-019
Scale: N/A
Date: 12/12/2024

G:\22-019\MiscDwgs\Detention Esmt\22-019 01 Detention Easement Exhibit.dwg, 12/12/2024 - 10:07 AM

City of Broken Arrow

Request for Action

File #: 26-339, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:

Acceptance of a corrective Utility Easement from Purple Tracts, LLC, an Oklahoma limited liability company, the owner, on property generally located south of Houston Street and east of South 225th East Avenue in Broken Arrow, Oklahoma, located in the Northwest Quarter of Section 16, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma for the Park Lane Lift Station Improvements & Cambridge Estates Relief Line, Parcels 1.1 (Project No. S.24030)

Background:
The attached corrective Utility Easement is needed to correct and replace the legal description shown in Document No. 2026-461, recorded January 12, 2026, in the Tulsa County Clerk's Office. It is being donated to the City of Broken Arrow from Purple Tracts, LLC, an Oklahoma limited liability company, the owner. Parcel 1.1 consists of 0.74 acres of permanent utility easement for the Park Lane Lift Station Improvements & Cambridge Estates Relief Line, located in the Northwest Quarter of Section 16, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma.

A copy of the Utility Easement is attached.

Cost: $0

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Utility Easement
2026-461

Recommendation:
Accept the Utility Easement

2026-461 B: 3147 P: 0007
01/12/2026 11:50:05 AM Pgs: 4
Fee: $24.00
Lori Hendricks, County Clerk
Wagoner County - State of Oklahoma

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **PURPLE TRACTS, LLC**, an Oklahoma limited liability company, the owner(s), of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar ($1.00), cash in hand paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby assign(s), grant(s) and convey(s) to the **CITY OF BROKEN ARROW**, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in WAGONER County, State of Oklahoma to wit:

SEE EXHIBIT "A"

with right of ingress and egress to and from the same, for the purpose of constructing, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines and other public service facilities across said premises herein described.

There is further granted the right to remove any tree or parts of trees, which in the judgment of the City may interfere with the construction of the applicable utilities.

PROVIDED, that the said Grantor, his/her heirs, executors, administrators and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City, its successors or assigns.

TO HAVE AND TO HOLD such easement and right of way unto the City of Broken Arrow, Oklahoma, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 3rd day of December, 2025.

Return to:
City of Broken Arrow
City Clerk
P.O. Box 610
Broken Arrow, OK 74013

PURPLE TRACTS, LLC, an Oklahoma limited liability company

By: _____
Jim Walton, Manager

KATHLEEN A. MONK
WASHINGTON COUNTY
NOTARY PUBLIC -- ARKANSAS
My Commission Expires March 3, 2032
Commission No. 12387014

Kathleen A. Monk

UNOFFICIAL

2026-461 B: 3147 P: 0008
01/12/2026 11:50:05 AM Pgs: 4
Fee: $24.00
Lori Hendricks, County Clerk
Wagoner County - State of Oklahoma

STATE OF Arkansas)
) §
COUNTY OF Washington)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of December 2025, personally appeared Jim Walton, Manager of PURPLE TRACTS, LLC, an Oklahoma limited liability company, to me known to be the identical person who executed the within and foregoing instrument in writing and acknowledged to me that he executed the same as his 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.

KATHLEEN A. MONK
WASHINGTON COUNTY
NOTARY PUBLIC -- ARKANSAS
My Commission Expires March 3, 2032
Commission No. 12387014

NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer CB Checked: 12/10/25
PROJECT: Park Lane Lift Station Improvements & Cambridge Estates Relief Line
Project #S.24030 Parcel 1.1

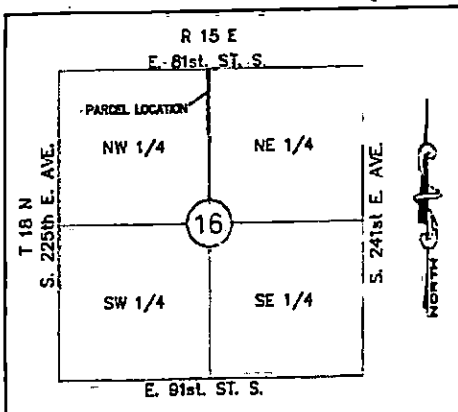
CITY OF BROKEN ARROW OKLAHOMA
TULSA COUNTY

UNOFFICIAL

2026-461 B: 3147 P: 0009
01/12/2026 11:50:05 AM Pgs: 4
Fee: $24.00
Lori Hendricks, County Clerk
Wagoner County - State of Oklahoma

COUNTY CLERK OFFICIAL SEAL

EXHIBIT "A"



JOB NUMBER: –
PARCEL NO. 1.1
COUNTY: WAGONER

LEGAL DESCRIPTION OF RECORD:
PART OF E/2 NW/4
SECTION 16, T18N, R15E
PERMANENT UTILITY EASEMENT – 18,550.91 S.F.
TEMPORARY EASEMENT – XX.XX S.F.

LEGEND

PROPERTY TO ACQUIRE

TEMP. CONSTRUCTION EASEMENT

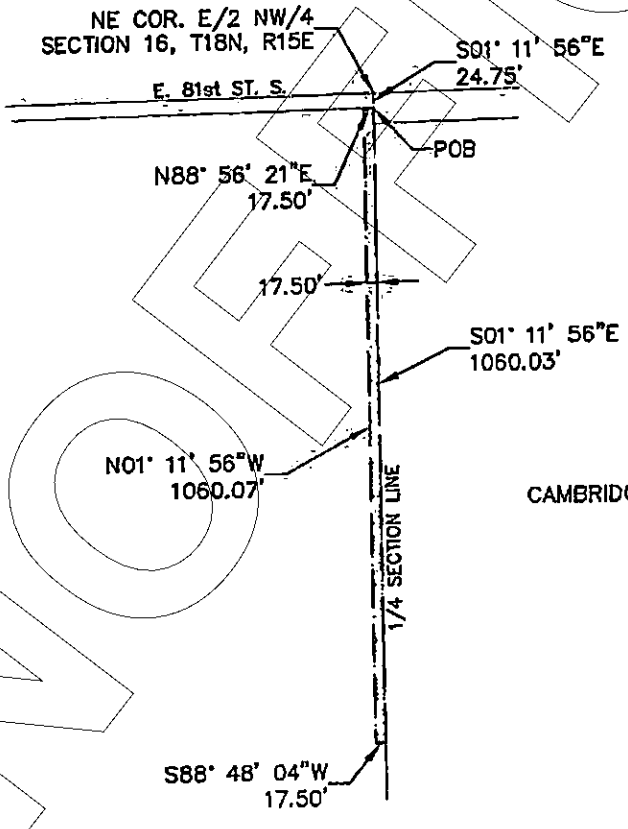
--.--' RECORDED DISTANCES

BASIS OF BEARING – STATE PLANE COORDINATE SYSTEM (NAD 83)



SCALE 1" = 300'

CHARLES W. CHASTAIN, OK. L.S. #1352



UNOFFICIAL

HOLLOWAY, UPDIKE AND BELLEN INC. 905-A SOUTH 9TH STREET, BROKEN ARROW, OK 918-251-0717, FAX 918-251-0754 CA #218, EXPIRES 05/30/15	
TITLE:	PARK LANE LIFT STATION IMPROVEMENTS & CAMBRIDGE ESTATES RELIEF LINE
PROJECT:	24BAPARKLANE PROJ. # S24030
OWNER:	PURPLE TRACTS, LLC
DATE:	OCTOBER 15, 2024 REVISION:

2026-461 B: 3147 P: 0010
01/12/2026 11:50:05 AM Pgs: 4
Fee: $24.00
Lori Hendricks, County Clerk
Wagoner County - State of Oklahoma

Parcel No. 1.1
Purple Tracts, L.L.C.

Date Written: October 15, 2024

PERMANENT UTILITY EASEMENT

A parcel of land lying in part of the E1/2 NW1/4 of Section 16, Township 18 North, Range 15 East, Wagoner County, Oklahoma being more particularly described as follows:

Commencing at the Northeast corner of said E1/2 NW1/4, thence S01°11'56"E along the East line of said E1/2 NW1/4 24.75 feet to the point of beginning, said point being on the southerly right-of-way line of E. 81st Street South; thence S01°11'56"E along said East line 1060.03 feet; thence S88°48'04"W 17.50 feet; thence N01°11'56"W 1,060.07 feet to said southerly right-of-way line; thence N88°56'21"E along said southerly right-of-way line 17.50 feet to the point of beginning.

Containing 18,550.91 square feet or 0.43 acres.

Real Property Certification

I, Charles W. Chastain, P.L.S., Holloway, Updike and Bellen, Inc., certify that the attached Permanent Utility Easement closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

10/16/24
Date

Charles W. Chastain, P.L.S. 1352

CHASTAIN
L.S. 1352
OKLAHOMA

UNOFFICIAL

UTILITY EASEMENT
(corrective*)

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **PURPLE TRACTS, LLC, an Oklahoma limited liability company,** the owner(s), of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar ($1.00), cash in hand paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby assign(s), grant(s) and convey(s) to the **CITY OF BROKEN ARROW**, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in WAGONER County, State of Oklahoma to wit:

SEE EXHIBIT "A"

*This document is being recorded to correct and replace the legal description shown in Document No. 2026-461, recorded January 12, 2026.

with right of ingress and egress to and from the same, for the purpose of constructing, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines and other public service facilities across said premises herein described.

There is further granted the right to remove any tree or parts of trees, which in the judgment of the City may interfere with the construction of the applicable utilities.

PROVIDED, that the said Grantor, his/her heirs, executors, administrators and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City, its successors or assigns.

TO HAVE AND TO HOLD such easement and right of way unto the City of Broken Arrow, Oklahoma, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 23 day of February, 2026.

Return to:
City of Broken Arrow
City Clerk
P.O. Box 610
Broken Arrow, OK 74013

PURPLE TRACTS, LLC, an Oklahoma limited liability company

By: Erron Smith
Erron Smith, Secretary

STATE OF Arkansas)
) §
COUNTY OF Benton)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23 day of February 2026, personally appeared Erron Smith, Secretary of PURPLE TRACTS, LLC, an Oklahoma limited liability company, to me known to be the identical person who executed the within and foregoing instrument in writing and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.

AMY JONES
Notary Public-Arkansas
Benton County
My Commission Expires 12-18-2028
Commission # 12368817

NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

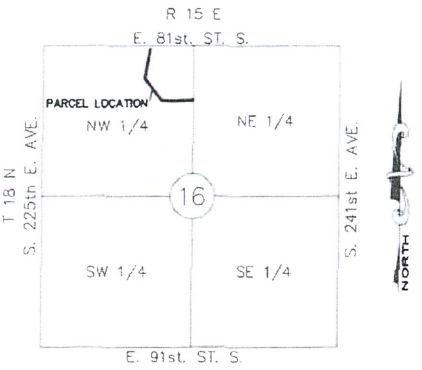
Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer ELR Checked: 2/24/26
PROJECT: Park Lane Lift Station Improvements & Cambridge Estates Relief Line
Project #S.24030 Parcel 1.1



JOB NUMBER: –
PARCEL NO. 1.1
COUNTY: WAGONER

LEGAL DESCRIPTION OF RECORD:
PART OF E/2 NW/4
SECTION 16, T18N, R15E
PERMANENT UTILITY EASEMENT – 32,165.67 S.F.
TEMPORARY EASEMENT – XX.XX S.F.

LEGEND

PROPERTY TO ACQUIRE

TEMP. CONSTRUCTION EASEMENT

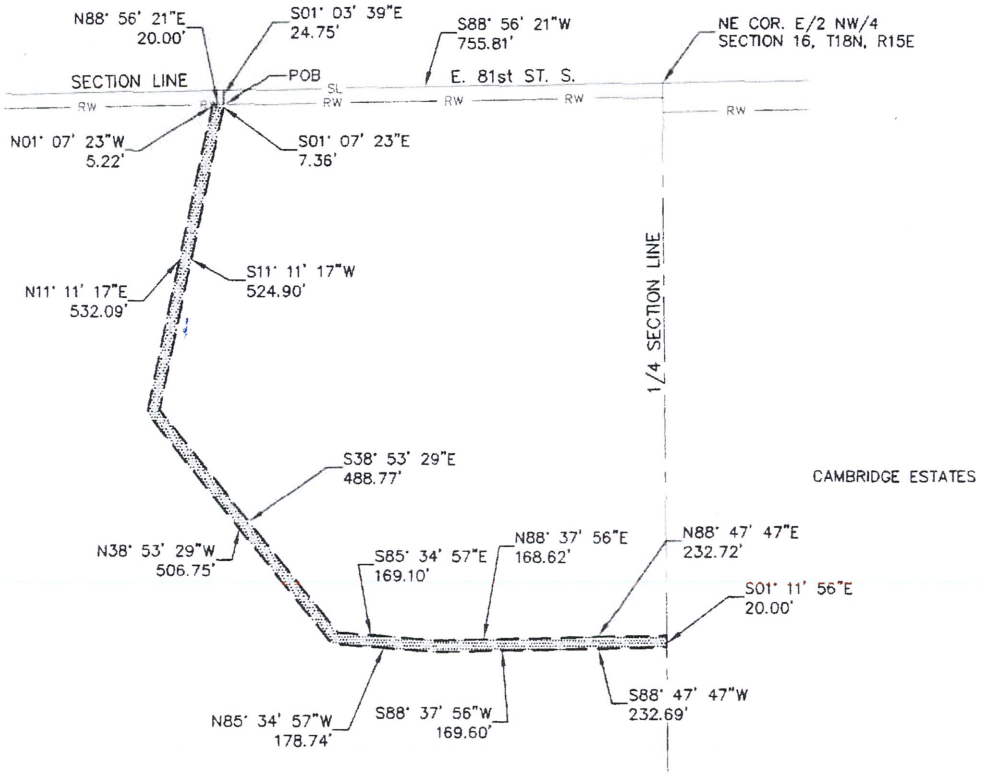
--.-- RECORDED DISTANCES

BASIS OF BEARING – STATE PLANE COORDINATE SYSTEM (NAD 83)

NORTH

SCALE 1" = 300'

CHARLES W. CHASTAIN, OK. L.S. #1352



HOLLOWAY, UPDIKE AND BELLEN INC.
905-A SOUTH 9TH STREET, BROKEN ARROW, OK
918-251-0717, FAX 918-251-0754
CA #219, EXPIRES 06/30/15

TITLE:	PARK LANE LIFT STATION IMPROVEMENTS & CAMBRIDGE ESTATES RELIEF LINE
PROJECT:	24BAPARKLANE PROJ. # S24030
OWNER:	PURPLE TRACTS, LLC
DATE:	OCTOBER 15, 2024 — REVISION: AUGUST 13, 2025

Parcel No. 1.1
Purple Tracts, L.L.C.

Date Written: August 13, 2025

PERMANENT UTILITY EASEMENT

A parcel of land lying in part of the E1/2 NW1/4 of Section 16, Township 18 North, Range 15 East, Wagoner County, Oklahoma being more particularly described as follows:

Commencing at the Northeast corner of said E1/2 NW1/4, thence S88°56'21"W along the North line of said E1/2 NW1/4 755.81 feet; thence S01°03'39"E 24.75 feet to the point of beginning, said point being on the southerly right-of-way line of E. 81st Street South; thence S01°07'23"E 7.36 feet; thence S11°11'17"W 524.90 feet; thence S38°53'29"E 488.77 feet; thence S85°34'57"E 169.10 feet; thence N88°37'56"E 168.62 feet; thence N88°47'47"E 232.72 feet to the East line of said E1/2 NW1/4; thence S01°11'56"E along said East line 20.00 feet; thence S88°47'47"W 232.69 feet; thence S88°37'56"W 169.60 feet; thence N85°34'57"W 178.74 feet; thence N38°53'29"W 506.75 feet; thence N11°11'17"E 532.09 feet; thence N01°07'23"W 5.22 feet to said southerly right-of-way line; thence N88°56'21"E along said southerly right-of-way line 20.00 feet to the point of beginning.

Containing 32,165.67 square feet or 0.74 acres.

Real Property Certification

I, Charles W. Chastain, P.L.S., Holloway, Updike and Bellen, Inc., certify that the attached Permanent Utility Easement closes in accord with existing records, is a true representation of the real property as described, and meets the minimum technical standards for land surveying of the State of Oklahoma.

8-13-25
Date

LAND SURVEYOR
CHARLES W CHASTAIN
L.S. 1352
OKLAHOMA

Charles W. Chastain, P.L.S. 1352

City of Broken Arrow

Request for Action

File #: 26-337, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:

Acceptance of a Utility Easement consisting of 10,251.29 square feet of utility easement from Darrell Schulze and Mal Ye Schulze, Trustees of the Schulze Family Revocable Trust, Dated April 18, 2016, on property located at 11245 South Elm Place in Broken Arrow, Oklahoma, located in the Northwest Quarter of Section 35, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma for the 16-inch Waterline Loop Elm & Florence, Parcel 5.0 (Project No. WL23090)

Background:
The attached Utility Easement is being conveyed to the City of Broken Arrow from Darrell Schulze and Mal Ye Schulze, Trustees of the Schulze Family Revocable Trust, Dated April 18, 2016, the owner. Parcel 5.0 consists of 10,251.29 square feet of utility easement and is for the 16-inch Waterline Loop Elm & Florence, located in the Northwest Quarter of Section 35, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Darrell Schulze and Mal Ye Schulze, Trustees of the Schulze Family Revocable Trust, Dated April 18, 2016, have accepted the following offer, made subject to City Council approval:

Permanent Utility Easement: 10,251.29 SQUARE FEET (SF) @ $2.60 SF X 75% = $19,990

Improvements Acquired:

Mature Trees 19 x $400 each = $7,600

Small Trees: 9 x $200 each = $1,800 Total Improvements: $9,400

Total Just Compensation Amount (Rounded) = $29,390

A copy of the signed acceptance letter is attached, as is the Utility Easement. Payment of the compensation amount is on the March 3, 2026, City Council ClaimsList.

Cost: $29,390.00

Funding Source: OWRB Loan

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

Approved By: City Manager's Office

Attachments: Utility Easement
Acceptance Letter

Conditions for Payment
Affidavit

Recommendation:
Accept the Utility Easement

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

February 13, 2026

SCHULZE FAMILY REVOCABLE TRUST
11245 S ELM PL
BROKEN ARROW, OK 74011

RE: 16-INCH WATERLINE LOOP, ELM & FLORENCE, PROJECT NO. WL23090, PARCEL NO. 5.0 OFFER LETTER

PROPERTY LOCATION: 11245 SOUTH ELM PLACE, BROKEN ARROW, OK 74011

Mr. Schulze and Ms. Kang,

The City of Broken Arrow has completed the design phase and is beginning the easement acquisition phase on the above-named project. With a fair market value for the portion to be acquired now complete, the City is able to place a fair market value on the acquisitions and make an offer to you. The following offer is made by the City, subject to City Council approval:

Permanent Utility Easement: 10,251.29 SQUARE FEET (SF) @ $2.60 SF X 75% = $19,990

Improvements Acquired:
Mature Trees 19 x $400 each = $7,600
Small Trees: 9 x $200 each = $1,800 Total Improvements: $9,400

Total Just Compensation Amount (Rounded) = $29,390

By your signature on this letter, you have accepted the City's offer of $29,390.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. If you have any questions about this offer, please contact a Right-of-Way Agent:

Amy O'Laughlin: aolaughlin@brokenarrowok.gov, or 918-259-7000 ext. 5278

Please respond within 10 days of receipt of this letter.

Respectfully,

CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

MLS/ao

The Schulze Family Revocable Trust

By: Darrell Schulze, Trustee

By: Mal Ye ~~Kang~~ Schulze, Trustee

AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

Darrell Schulze
DARRELL SCHULZE, Trustee

Mal Ye Schulze 2-23-26
MAL YE SCHULZE, Trustee

STATE OF Oklahoma)
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of February, 2026, personally appeared DARRELL SCHULZE AND MAL YE SCHULZE, TRUSTEES OF THE SCHULZE FAMILY REVOCABLE TRUST, DATED APRIL 18, 2016, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

Amy J. O'Laughlin
NOTARY PUBLIC

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

If the majority of trees in the new easement area can be saved, owner requests they be saved; if only a few can be saved, owner would like them ALL removed.

Any damaged fencing will be replaced with new or like-kind materials.

The Contractor will lay sod on disturbed areas after construction.

Any damage to the driveway will be repaired by the Contractor.

Call Darrell Schulze before construction begins on his property.

Terms for Payment:

Owner's request for payment in the amount of: $29,390.00

Owner's Mailing Address: 11245 S. 161st E Ave

Owner Requests Check:

- [X] Mailed to above address
- [ ] Mailed to above address by Certified Mail
- [ ] Call me and I will pick it up
- [ ] Delivered by Agent

Check Payable to:

Schulze Family Revocable Trust

Signature/Date:

Owner/s: Darrell Schulze Date: 02/23/26

Owner/s: Pearl Ge Schulze Date: 2/23/26

Agent: Amy O'Laughlin Date: 2-23-2026

Project: WL23090 16-inch Waterline Loop Elm & Florence, Parcel 5.0

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Darrell Schulze and Mal Ye Schulze, Trustees of The Schulze Family Revocable Trust, dated April 18, 2016,** the owner(s), of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar ($1.00), cash in hand paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby assign(s), grant(s) and convey(s) to the **CITY OF BROKEN ARROW**, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in TULSA County, State of Oklahoma to wit:

SEE EXHIBIT "A"

with right of ingress and egress to and from the same, for the purpose of constructing, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the permanent easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines and other public service facilities across said premises herein described.

There is further granted, the right to remove any tree or parts of trees, which in the judgment of the City may interfere with the construction of the applicable utilities.

PROVIDED, that the said Grantor, his/her heirs, executors, administrators and assigns, shall fully use and enjoy the said premises except as may be necessary for the purposes herein granted to the City, its successors or assigns.

TO HAVE AND TO HOLD such easement and right of way unto the City of Broken Arrow, Oklahoma, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 23rd day of February, 2026.

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

Darrell Schulze
Darrell Schulze, Trustee

Mal Ye Schulze
Mal Ye Schulze, Trustee

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of February 2026, personally appeared Darrell Schulze and Mal Ye Schulze, Trustees of The Schulze Family Revocable Trust, dated April 18, 2016, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

Approved as to Form:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Assistant City Attorney

Approved as to Substance:
CITY of Broken Arrow, Oklahoma,
A municipal corporation

Michael L. Spurgeon, City Manager

Attest:

City Clerk

Engineer: ELR Date: 2/24/26
Project: WL23090 16-inch Waterline Loop Elm & Florence
Parcel 5.0

EXHIBIT "A" LEGAL DESCRIPTION

A TRACT OF LAND LYING IN PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-FIVE (35), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER (NW/4);
THENCE S 00°02'08" E, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 446.67 FEET;
THENCE N 89°57'39" E, A DISTANCE OF 53.00 FEET TO A POINT ON THE EAST LINE OF AN EXISTING WATER LINE EASEMENT IN FAVOR OF THE CITY OF BROKEN ARROW AS DESCRIBED AND RECORDED IN BOOK 2959 PAGE 433 OF THE TULSA COUNTY PUBLIC RECORDS, SAID POINT ALSO BEING THE **POINT OF BEGINNING**;
THENCE CONTINUING N 89°57'39" E, A DISTANCE OF 20.00 FEET;
THENCE S 00°02'08" E, PARALLEL WITH AND 73.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER (NW/4), A DISTANCE OF 512.56 FEET;
THENCE S 89°56'49" W A DISTANCE OF 20.00 FEET TO A POINT ON THE EAST LINE OF THE AFOREMENTIONED EXISTING WATER LINE EASEMENT;
THENCE N 00°02'08" W, ALONG THE EAST LINE OF SAID EXISTING WATER LINE EASEMENT, A DISTANCE OF 512.57 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 0.235 ACRES (10,251.29 *SQ. FT.)* AS DESCRIBED.

BASIS OF BEARINGS:
DEEDED BEARINGS AS RECORDED
IN "DOCUMENT NO.2016056753" IN
THE TULSA COUNTY PUBLIC RECORDS

SURVEYOR'S CERTIFICATE

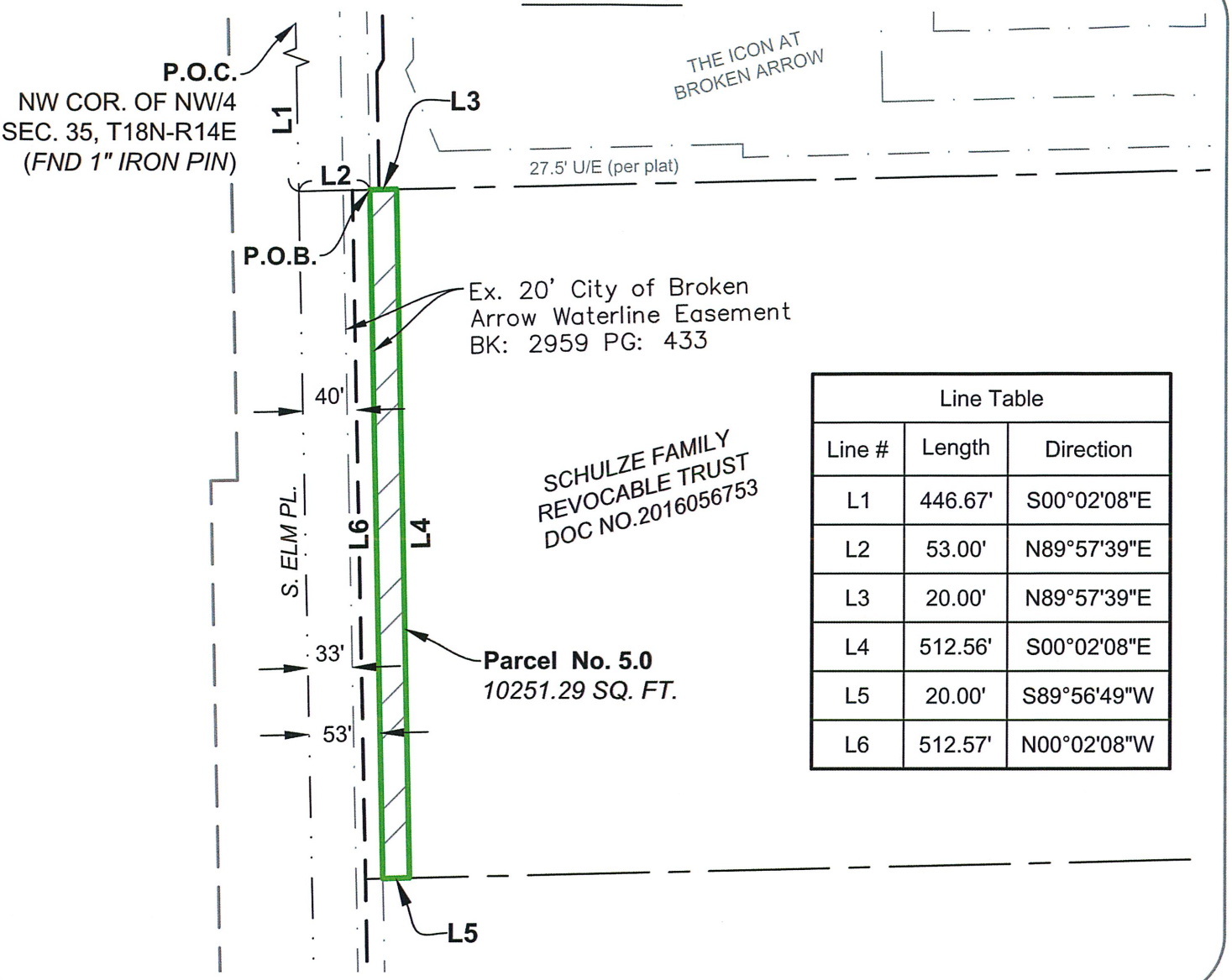
I, SHANE D. CARROLL, REGISTERED PROFESSIONAL LAND SURVEYOR OF ELEVATION LAND SURVEYING, LLC., HEREBY CERTIFY THAT THE LEGAL DESCRIPTION HEREON CLOSES IN ACCORDANCE WITH CURRENT TOLERANCES AND IS A TRUE AND ACCURATE REPRESENTATION OF THE EASEMENT DESCRIBED, IT IS NOT A LAND OR BOUNDARY SURVEY.

WITNESS MY HAND AND SEAL THIS 25TH DAY OF AUGUST, 2023.

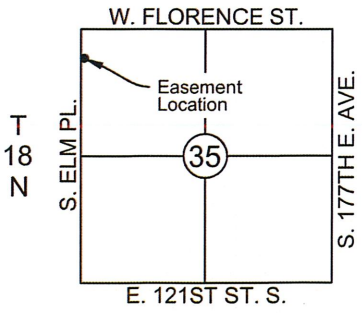


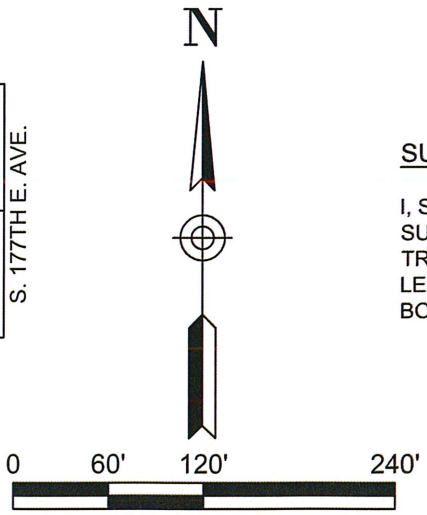
SHANE D. CARROLL, PLS
OKLAHOMA NO.1981
CERT. OF AUTH. NO. 8524
EXP. DATE JUNE 30, 2024

EXHIBIT "A"



Line Table		
Line #	Length	Direction
L1	446.67'	S00°02'08"E
L2	53.00'	N89°57'39"E
L3	20.00'	N89°57'39"E
L4	512.56'	S00°02'08"E
L5	20.00'	S89°56'49"W
L6	512.57'	N00°02'08"W





Note
See Exhibit "A" page 1 for Legal Description and Surveyor's Certificate

SURVEYOR'S NOTE:

I, SHANE D. CARROLL, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY STATE THAT THE ATTACHED EXHIBIT IS A TRUE AND ACCURATE REPRESENTATION OF THE EASEMENT LEGAL DESCRIPTION, AS SHOWN HEREON, IT IS NOT A LAND OR BOUNDARY SURVEY.

BASIS OF BEARING
Deeded Bearings as recorded in Document No.2016056753 of the Tulsa County Public Records

ELS No. 2023.08 Drawn By: SDC Date: 08.18.2023	EXHIBIT "A" Parcel No. 5.0 *page 2 of 2*	ELEVATION LAND SURVEYING	8501 SW 15th Street Oklahoma City, OK 73128 405.493.9393 C.A. #8524 Exp. 06.30.2024

City of Broken Arrow

Request for Action

File #: 26-342, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:

Acceptance of a Utility Easement from Eagle 1 Investments, LLC, on property located approximately one-half mile north of Washington Street (91st Street) and one-half mile west of 23rd Street (193rd E. Ave), as shown in Exhibit A, Broken Arrow, Tulsa County, State of Oklahoma, (Section 13, T18N, R14E), (EASE-002598-2025)

Background:

Eagle 1 Investments, LLC is dedicating an offsite twenty-foot general utility easement for water, sanitary sewer, and other utilities, as shown in Exhibit A. The conditional final plat for PR-000895-2025|PT-002596-2025, Brook Chase Phase V, was approved by the Broken Arrow Planning Commission on January 22, 2026.

City Staff has reviewed the easement and recommends its formal acceptance.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Utility Easement Dedication
Exhibit A

Recommendation:

Accept the utility easement.

UTILITY EASEMENT
CORPORATE or PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, Eagle 1 Investments by Dave Cocolin, its Manager, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, "Grantor," in consideration of the sum of One Dollar ($1.00), cash in hand, receipt of which is acknowledged, do hereby assign, grant and convey to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee" an easement and right of way over and across the following described real property and premises, situated in Tulsa County, State of Oklahoma, to wit:

See Exhibit 'A'

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the Permanent Easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines, and other public service facilities across said premises herein described.

There is further granted the right to remove any tree or parts of trees, which in the judgment of the Grantee may interfere with the construction of the applicable utilities.

TO HAVE AND TO HOLD such easement and right-of-way unto the City of Broken Arrow, Oklahoma its successors and assigns, forever.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 2 day of February 20 26

Dave Cocolin

By Dave Cocolin
Manager

State of Oklahoma)
) ss.
County of Tulsa)

Before me, the undersigned, a Notary Public within and for said County and State, on this 2 day of February 20 26, personally appeared Dave Cocolin for Eagle 1 Investments to me known to be the identical person(s) who executed the within and foregoing instrument as its Manager and as the free and voluntary act and deed of such corporation 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.

MEGHAN WARD
Notary Public - State of Oklahoma
Commission Number 18006349
My Commission Expires Jun 25, 2026

My Commission expires: 6/25/2026

Notary Public

Approved as to Form:

Asst. City Attorney

Approved as to Substance:

City Manager

Engineer: SPD checked: 2-25-26
Project: EASE-002598-2025
Brook Chase 5

EXHIBIT 'A'

20' Utility Easement
Proposed Description

FOR UTILITY PURPOSES A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13) IN TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, TULSA COUNTY, STATE OF OKLAHOMA; BEING DESCRIBED WITH METES AND BOUNDES BY DARREL RAY MASON OKPLS 1690 ON DECEMBER 16, 2025 AS FOLLOWS:

COMMENCING AT THE SOUTWEST CORNER OF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST;

THENCE NORTH 01°18'45" WEST AS BASIS OF BEARING A DISTANCE OF 1,971.42 FEET;

THENCE NORTH 88°42'35" EAST A DISTANCE OF 112.00 FEET TO THE **POINT OF BEGINNING;**

THENCE NORTH 01°18'45" WEST A DISTANCE OF 135.09 FEET;

THENCE NORTH 88°42'35" EAST A DISTANCE OF 20.00 FEET;

THENCE SOUTH 01°18'45" EAST A DISTANCE OF 135.09 FEET;

THENCE SOUTH 88°42'35" WEST A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING.**

SAID TRACT OF LAND CONTAINS 2,702 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

Basis of Bearings:

BASIS OF BEARING IS NORTH 01°18'45" WEST, OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 NORTH ZONE 3501, ALONG THE WEST LINE OF SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA.

I, Darrel Ray Mason, a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accordance with existing records and is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property Descriptions" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors

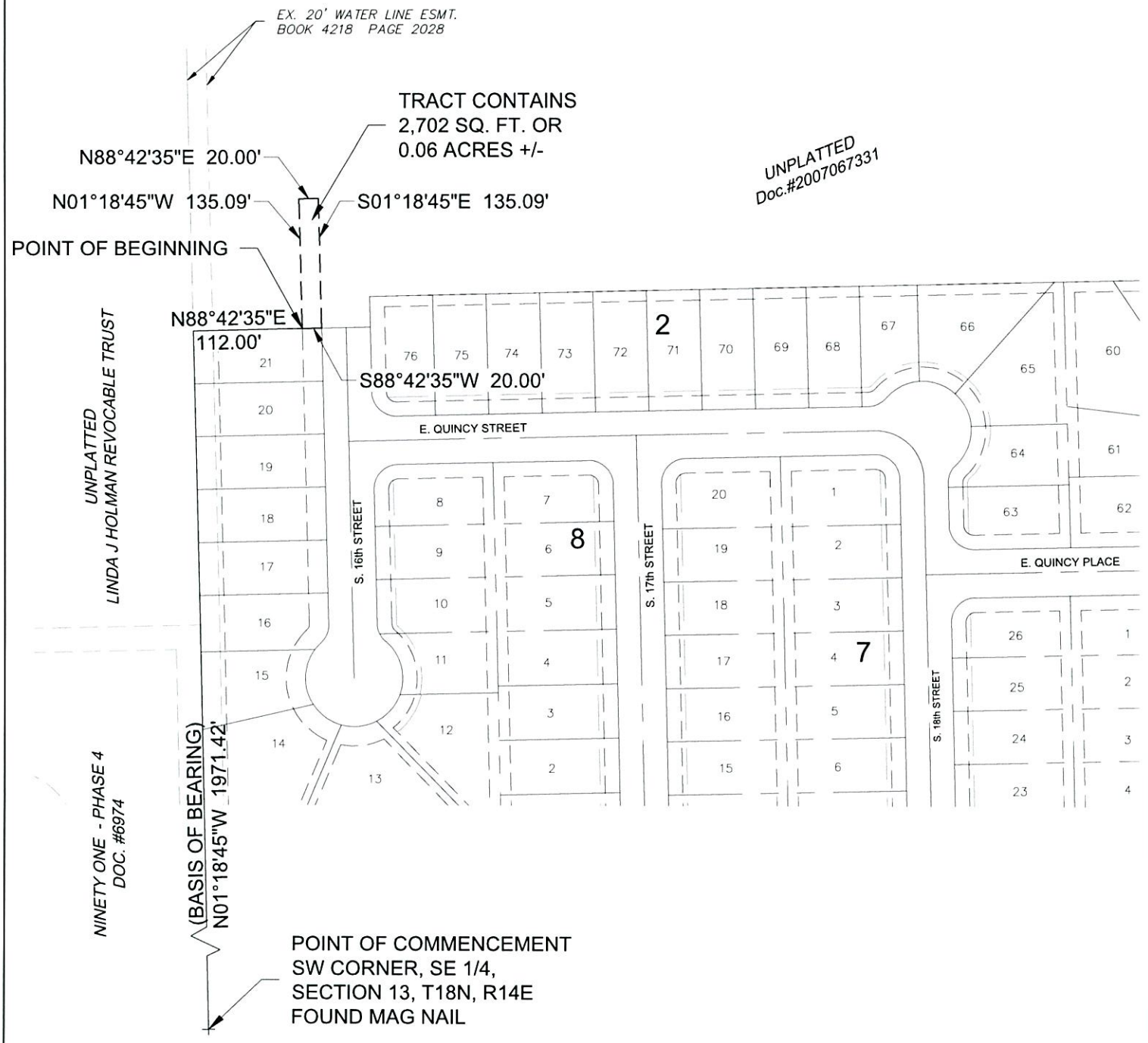


1/12/26

Darrel Ray Mason PLS Date

OK PLS NO. 1690 - Expires August 31, 2026
OK CA NO. 2483 - Expires June 30, 2027

PROJECT NO: 020-2615-C DRAWN BY: MAV DATE: 12.16.2025	20' UTILITY EASEMENT	olsson	1717 South Boulder Ave Suite 600 Tulsa, OK 74119 TEL 918.376.4294	EXHIBIT 2-2



PROJECT NO: 020-2615-C DRAWN BY: MAV DATE: 12.16.2025	20' UTILITY EASEMENT	olsson	1717 South Boulder Ave Suite 600 Tulsa, OK 74119 TEL 918.376.4294	EXHIBIT 1-2

City of Broken Arrow

Request for Action

File #: 26-343, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:

Acceptance of a Utility Easement from Eagle 1 Investments, LLC, on property located approximately one-half mile north of Washington Street (91st Street) and one-half mile west of 23rd Street (193rd E. Ave), as shown in Exhibit A, Broken Arrow, Tulsa County, State of Oklahoma, (Section 13, T18N, R14E), (EASE-002597-2025)

Background:

Eagle 1 Investments, LLC is dedicating an offsite 11-foot general utility easement for water, sanitary sewer, and other utilities, as shown in Exhibit A. The conditional final plat for PR-000895-2025|PT-002596-2025, Brook Chase Phase V, was approved by the Broken Arrow Planning Commission on January 22, 2026.

City Staff has reviewed the easement and recommends its formal acceptance.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Utility Easement Dedication
Exhibit A

Recommendation:

Accept the utility easement.

EXHIBIT 'A'

11' Utility Easement
Proposed Description

FOR UTILITY PURPOSES A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION THIRTEEN (13) IN TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), ACCORDING TO THE U.S. GOVERNMENT SURVEY, THEREOF, TULSA COUNTY, STATE OF OKLAHOMA; BEING DESCRIBED WITH METES AND BOUNDES BY DARREL RAY MASON OKPLS 1690 ON DECEMBER 16, 2025 AS FOLLOWS:

COMMENCING AT THE SOUTWEST CORNER OF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST;

THENCE NORTH 01°18'45" WEST AS BASIS OF BEARING A DISTANCE OF 1,971.42 FEET;

THENCE NORTH 88°42'35" EAST A DISTANCE OF 171.14 FEET TO THE **POINT OF BEGINNING;**

THENCE NORTH 01°18'45" WEST A DISTANCE OF 42.85 FEET;

THENCE NORTH 88°46'22" EAST A DISTANCE OF 1,074.82 FEET;

THENCE SOUTH 01°13'38" EAST A DISTANCE OF 11.00 FEET;

THENCE SOUTH 88°46'22" WEST A DISTANCE OF 1,063.80 FEET;

THENCE SOUTH 01°18'45" EAST A DISTANCE OF 31.83 FEET;

THENCE SOUTH 88°42'35" WEST A DISTANCE OF 11.00 FEET TO THE **POINT OF BEGINNING.**

SAID TRACT OF LAND CONTAINS 12,173 SQUARE FEET OR 0.28 ACRES, MORE OR LESS.

Basis of Bearings:

BASIS OF BEARING IS NORTH 01°18'45" WEST, OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 NORTH ZONE 3501, ALONG THE WEST LINE OF SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 18 NORTH, RANGE 14 EAST, TULSA COUNTY, STATE OF OKLAHOMA.

I, Darrel Ray Mason, a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accordance with existing records and is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property Descriptions" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors

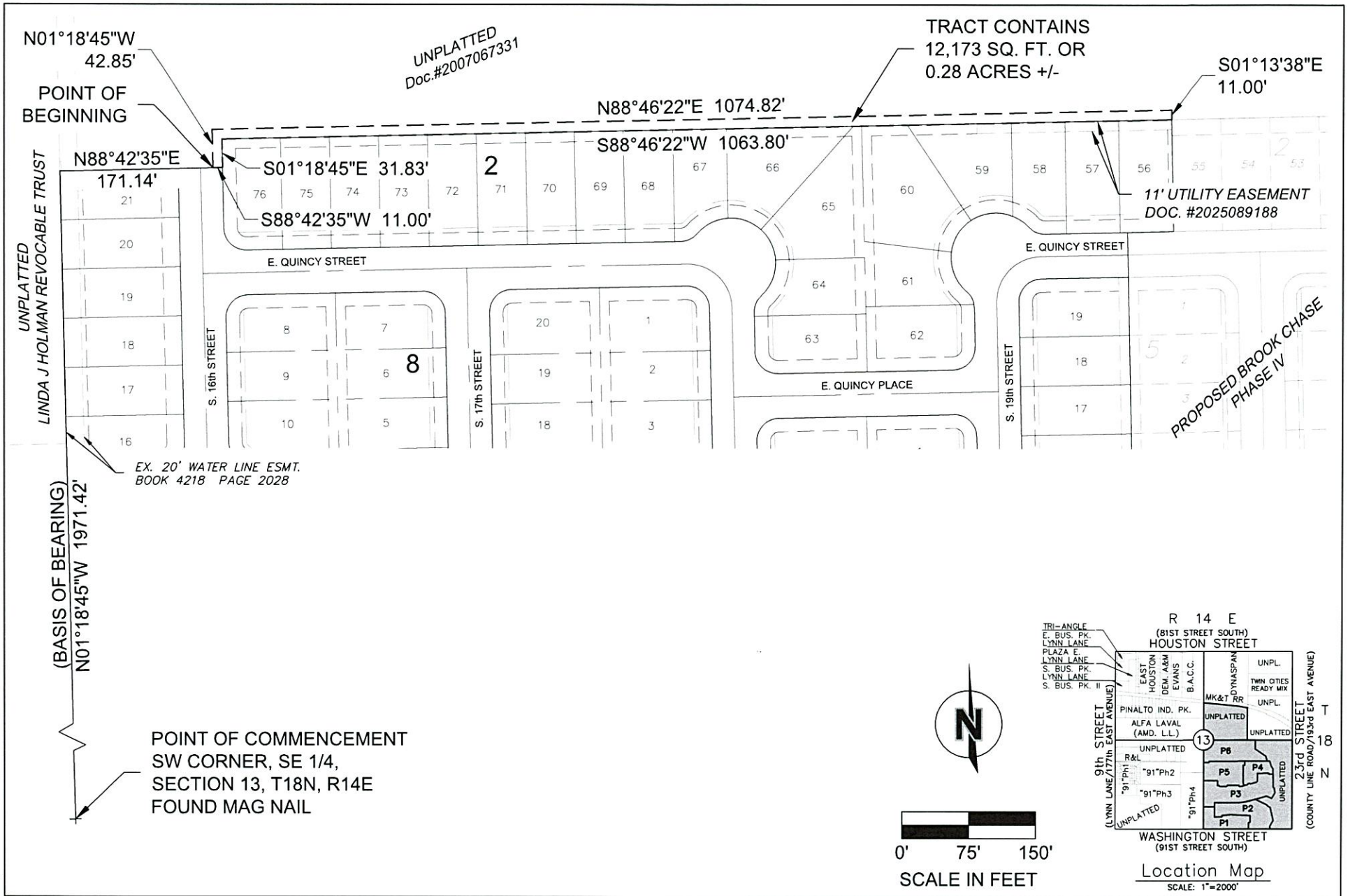


1/12/26

Darrel Ray Mason PLS Date

OK PLS NO. 1690 - Expires August 31, 2026
OK CA NO. 2483 - Expires June 30, 2027

PROJECT NO: 020-2615-C DRAWN BY: MAV DATE: 12.16.2025	11' UTILITY EASEMENT	olsson	1717 South Boulder Ave Suite 600 Tulsa, OK 74119 TEL 918.376.4294	EXHIBIT 2-2



PROJECT NO: 020-2615-C	11' UTILITY EASEMENT EXHIBIT	olsson®	EXHIBIT
DRAWN BY: MAV		1717 South Boulder Avenue Suite 600 Tulsa, OK 74119 olsson.com TEL 918.376.4294 Olsson - Survey Oklahoma COA #2483	1-2
DATE: 12.16.2025			

F:\2020\2501-3000\020-2615-C\40-Design\AutoCAD\Final Plans\Sheets\SDN\C_ESMNT_C202615.dwg
DATE: Jan 12, 2026 1:24pm USER: mvanover

UTILITY EASEMENT
CORPORATE or PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, Eagle 1 Investments by Dave Cocolin ', its Manager , the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, "Grantor," in consideration of the sum of One Dollar ($1.00), cash in hand, receipt of which is acknowledged, do hereby assign, grant and convey to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee" an easement and right of way over and across the following described real property and premises, situated in Tulsa County, State of Oklahoma, to wit:

See Exhibit 'A'

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the Permanent Easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines, and other public service facilities across said premises herein described.

There is further granted the right to remove any tree or parts of trees, which in the judgment of the Grantee may interfere with the construction of the applicable utilities.

TO HAVE AND TO HOLD such easement and right-of-way unto the City of Broken Arrow, Oklahoma its successors and assigns, forever.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 2 day of February 20 26

Dave Cocolin

By Dave Cocolin
Manager

State of Oklahoma)
) ss.
County of Tulsa)

Before me, the undersigned, a Notary Public within and for said County and State, on this 2 day of February 20 26, personally appeared Dave Cocolin for Eagle 1 Investments to me known to be the identical person(s) who executed the within and foregoing instrument as its Manager and as the free and voluntary act and deed of such corporation 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.

MEGHAN WARD
Notary Public - State of Oklahoma
Commission Number 18006349
My Commission Expires Jun 25, 2026

My Commission expires: 6/25/2026

Notary Public

Approved as to Form:

Asst. City Attorney

Approved as to Substance:

City Manager

Engineer: JDJ checked: 2-25-26
Project: Ease-002597-2025
Brook Chase 5

City of Broken Arrow

Request for Action

File #: 26-341, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:

Acceptance of a Utility Easement from Hackberry Market, LLC, on property located northeast of the intersection of West Tucson Street (121st Street) and Aspen Avenue (145th E Ave), as shown in Exhibit A, Broken Arrow, Tulsa County, State of Oklahoma, (Section 34, T18N, R14E), (EASE-002567-2025)

Background:

Hackberry Market, LLC is dedicating a general utility easement for water, sanitary sewer, and other utilities, as shown in Exhibit A. The conditional final plat for PR-000784-2024|PT-002050-2025, Hackberry Market, was approved by the Broken Arrow Planning Commission on March 27, 2025 and by the Broken Arrow City Council on April 15, 2025.

City Staff has reviewed the easement and recommends its formal acceptance.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Utility Easement Dedication
Exhibit A

Recommendation:

Accept the general utility easement.

UTILITY EASEMENT
CORPORATE or PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, Hackberry Market, LLC by Christopher N. Challis, its Manager, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, "Grantor," in consideration of the sum of One Dollar ($1.00), cash in hand, receipt of which is acknowledged, do hereby assign, grant and convey to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee" an easement and right of way over and across the following described real property and premises, situated in Tulsa County, State of Oklahoma, to wit:

See EXHIBIT "A"

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the Permanent Easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines, and other public service facilities across said premises herein described.

There is further granted the right to remove any tree or parts of trees, which in the judgment of the Grantee may interfere with the construction of the applicable utilities.

TO HAVE AND TO HOLD such easement and right-of-way unto the City of Broken Arrow, Oklahoma its successors and assigns, forever.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 7th day of November 2025.

Hackberry Market, LLC

By _____
Christopher N. Challis, Manager

State of Oklahoma)
) ss.
County of Tulsa)

Before me, the undersigned Notary Public, in and for said County and State, on this 14th day of November 2025, personally appeared Christopher N. Challis, for Hackberry Market, LLC, known to me to be the identical person(s) who subscribed the name of the maker thereof to the foregoing instrument as its Manager and as the free and voluntary act and deed of such corporation 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: 5/23/29

_____
Notary Public

TINA GALLAWAY NOTARY PUBLIC # 25006218 EXP. 05/23/29 STATE OF OKLAHOMA

Approved as to Form:

_____
Asst. City Attorney

Approved as to Substance:

_____
City Manager

Engineer JDD checked: 12-15-25 Project: JA Hackberry Ease-002567-2025

EASE-002567-2025

UTILITY EASEMENT

Exhibit "A"

SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW/4, SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING (P.O.C.) AT THE SOUTHWEST CORNER OF SAID SECTION THIRTY-FOUR (34); THENCE N88°41'16"E ALONG THE SOUTH LINE OF SAID SECTION THIRTY-FOUR (34) FOR A DISTANCE OF 877.47 FEET TO A POINT ON THE SAID SOUTH LINE; THENCE N02°11'22"W ALONG THE WEST LINE OF AN EXISTING UTILITY EASEMENT FOR A DISTANCE OF 95.74 FEET TO A POINT ON THE SAID WEST LINE AND THE POINT OF BEGINNING (P.O.B.); THENCE N47°11'02"W FOR A DISTANCE OF 7.07 FEET; THENCE N02°11'25"W FOR A DISTANCE OF 110.16 FEET; THENCE N42°49'10"E FOR A DISTANCE OF 7.07 FEET TO A POINT ON THE SAID WEST LINE; THENCE S02°11'22"E ALONG THE SAID WEST LINE FOR A DISTANCE OF 120.16 FEET TO THE POINT OF BEGINNING (P.O.B.)

BASIS OF BEARINGS

BASIS OF BEARINGS FOR THIS EXHIBIT IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NAD83 OKLAHOMA NORTH ZONE 3501). BASED LOCALLY ON THE SOUTH LINE OF THE SW/4, SW/4, SEC. 34, T-18-N, R-14-E, I.B.& M. AS N88°41'16"E.

SURVEYOR'S CERTIFICATE

I, CLIFF BENNETT, OF WALLACE DESIGN COLLECTIVE, PC, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORDANCE WITH THE EXISTING REQUIREMENTS AND IS A TRUE REPRESENTATION OF THE LEGAL DESCRIPTION AS DESCRIBED. THIS LEGAL DESCRIPTION MEETS THE MINIMUM STANDARDS FOR LEGAL DESCRIPTIONS AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 1st DAY OF DECEMBER 2025.

REGISTERED PROFESSIONAL LAND SURVEYOR
CLIFF BENNETT
1815
OKLAHOMA

CLIFF BENNETT, P.L.S.
OKLAHOMA NO. 1815
CERT. OF AUTH. NO. 1460
EXP. DATE JUNE 30, 2027

wallace design collective

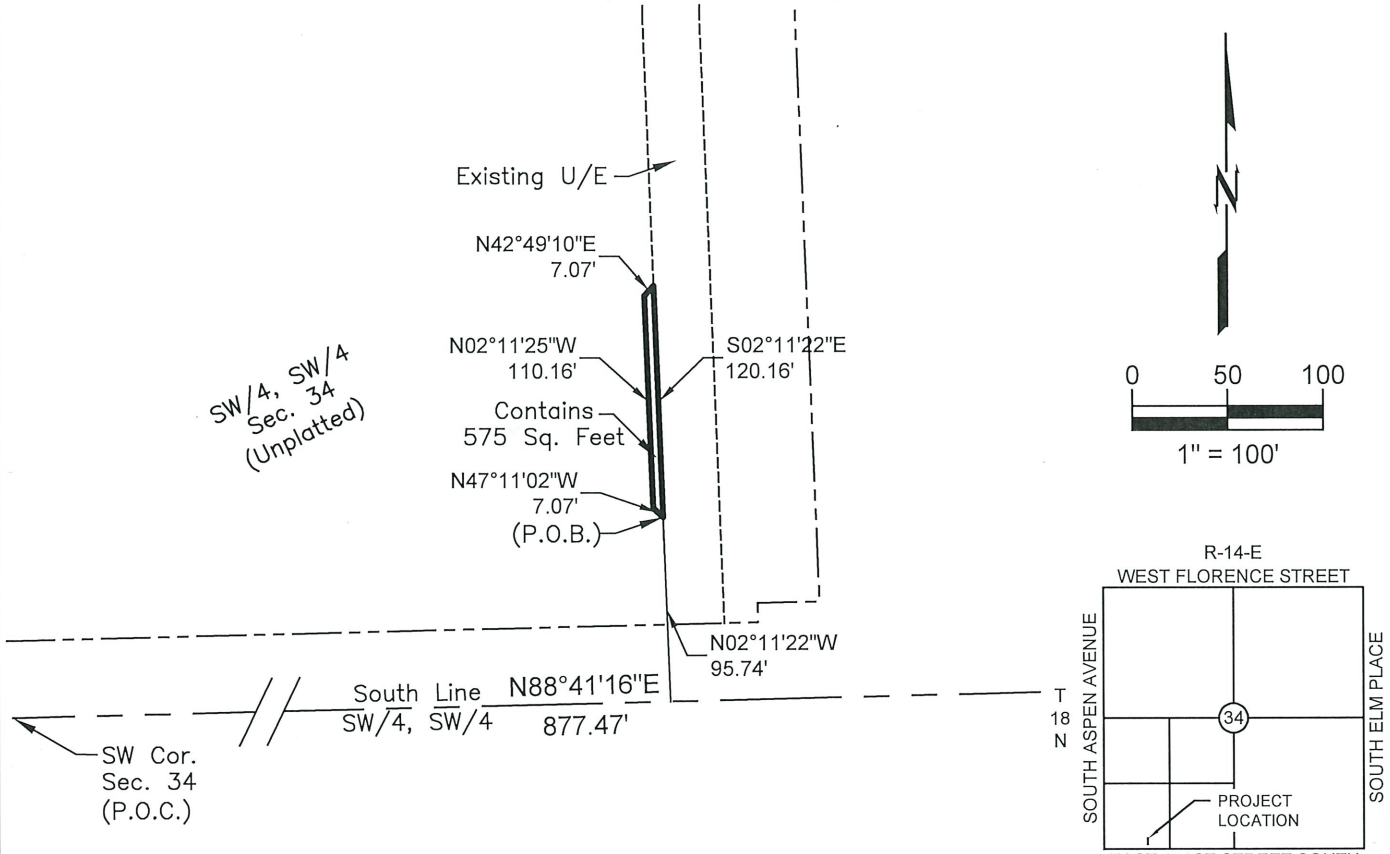
wallace design collective, pc
structural · civil · landscape · survey
123 north martin luther king jr. boulevard
tulsa, oklahoma 74103
918.584.5858 · 800.364.5858
wallace.design

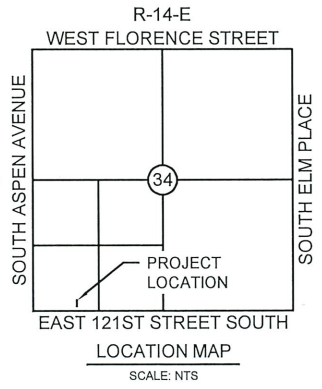
EASE-002567-2025

Utility Easement Exhibit "A"

SHEET 2 OF 2

A PART OF THE SW/4 OF THE SW/4 OF SEC. 34, T.18 N., R.14 E., I.B.& M.,
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA





LOCATION MAP

SCALE: NTS

BASIS OF BEARINGS

THE BASIS OF BEARING FOR THIS SURVEY IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NAD83 OKLAHOMA NORTH ZONE 3501). SAID BEARINGS ARE BASED LOCALLY ON THE SOUTH LINE OF THE SW/4, SW/4, SEC. 34, T-18-N, R-14-E, I.B.& M. AS N88°41'16"E.

LEGEND

P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
U/E	= UTILITY EASEMENT

CERTIFICATION

I, CLIFF BENNETT, HEREBY CERTIFY THAT THE ABOVE REPRESENTS A SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS OF THIS DATE. THIS PLAT OF SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS, AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.

WITNESS MY HAND AND SEAL THIS 1ST DAY OF DECEMBER 2025.

REGISTERED PROFESSIONAL LAND SURVEYOR
CLIFF BENNETT
1815
OKLAHOMA

CLIFF BENNETT P.L.S.
OKLAHOMA NO. 1815
CERT. OF AUTH. NO. 1460
EXP. DATE JUNE 30, 2027

wallace design collective

wallace design collective, pc
structural · civil · landscape · survey
123 north martin luther king jr. blvd.
tulsa, oklahoma 74103
918.584.5858 · 800.364.5858
wallace.design

\\Chouteau-Server\RootJobs\Q-Misc\2440478.22 Junior Anchor Utility Easement\2440478.22 Additional Utility Easement_recover.dwg PLOT:12/1/2025 1:13:34 PM ORIG SIZE:8.5"X11"

City of Broken Arrow

Request for Action

File #: 26-285, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:

Acceptance of a Utility Easement from Jason E. Bradshaw, on behalf of CRP BLDP Aspen Ridge Owner, LLC, on property located approximately one-fifth mile north of the Creek Turnpike and one-quarter mile east of S. Aspen Ave (145th East Ave.) Tulsa County, State of Oklahoma, (Section 34, T18N, R14E) (EASE-002638-2026)

Background:
Jason E. Bradshaw, on behalf of CRP BLDP Aspen Ridge Owner, LLC, is dedicating an easement for purpose of constructing utilities. This property is Lot 7 Block 1 of Aspen Ridge Business Park, PUD-324A.

The dedication of the utility easement shown in Exhibit A has been reviewed by Staff and is recommended for acceptance.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Deed of Dedication

Exhibit A

Recommendation:
Accept the utility easement.

UTILITY EASEMENT
CORPORATE or PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned **CRP BLDP Aspen Ridge Owner L.L.C.** by Jason E. Bradshaw, it's Administrative Manager, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, "Grantor," in consideration of the sum of One Dollar ($1.00), cash in hand, receipt of which is acknowledged, do hereby assign, grant and convey to the City of Broken Arrow, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee" an easement and right of way over and across the following described real property and premises situated in Tulsa County, State of Oklahoma, to-wit:

The West 15.0 feet of the East 37.50 feet of Lot 7, Block 1, Aspen Ridge Business Park, City of Broken Arrow, Tulsa County, State of Oklahoma according to the recorded plat, Doc 7082.

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating and replacing utility lines and appurtenances.

Grantor agrees not to build or construct any building or buildings upon the Permanent Easement area. However, Grantor expressly reserves the right to build and construct sidewalks, streets and driveways, water mains, gas lines, electrical lines, and other public services facilities across said premises herein described.

There is further granted the right to remove any tree or parts of trees, which in the judgment of the Grantee may interfere with the construction of the applicable utilities.

TO HAVE AND TO HOLD such easement and right-of-way unto the City of Broken Arrow, Oklahoma its successors and assigns, forever.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed this 30th day of January, 2026

CRP BLDP Aspen Ridge Owner L.L.C.

By:_____

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

Before me, the undersigned, a Notary Public within and for said County and State on this 30 day of January of 2026, personally appeared Jason E. Bradshaw for CRP BLDP Aspen Ridge Owner L.L.C., to me known to be the identical person who executed the within and foregoing instrument as its Administrative Manager and as the free and voluntary act and deed of such corporation for the uses and purposes 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:
7-17-29

Kelly R Slayton
Notary Public

KELLY R SLAYTON
Notary ID #5062629
My Commission Expires
July 17, 2029

Approved as to Form:

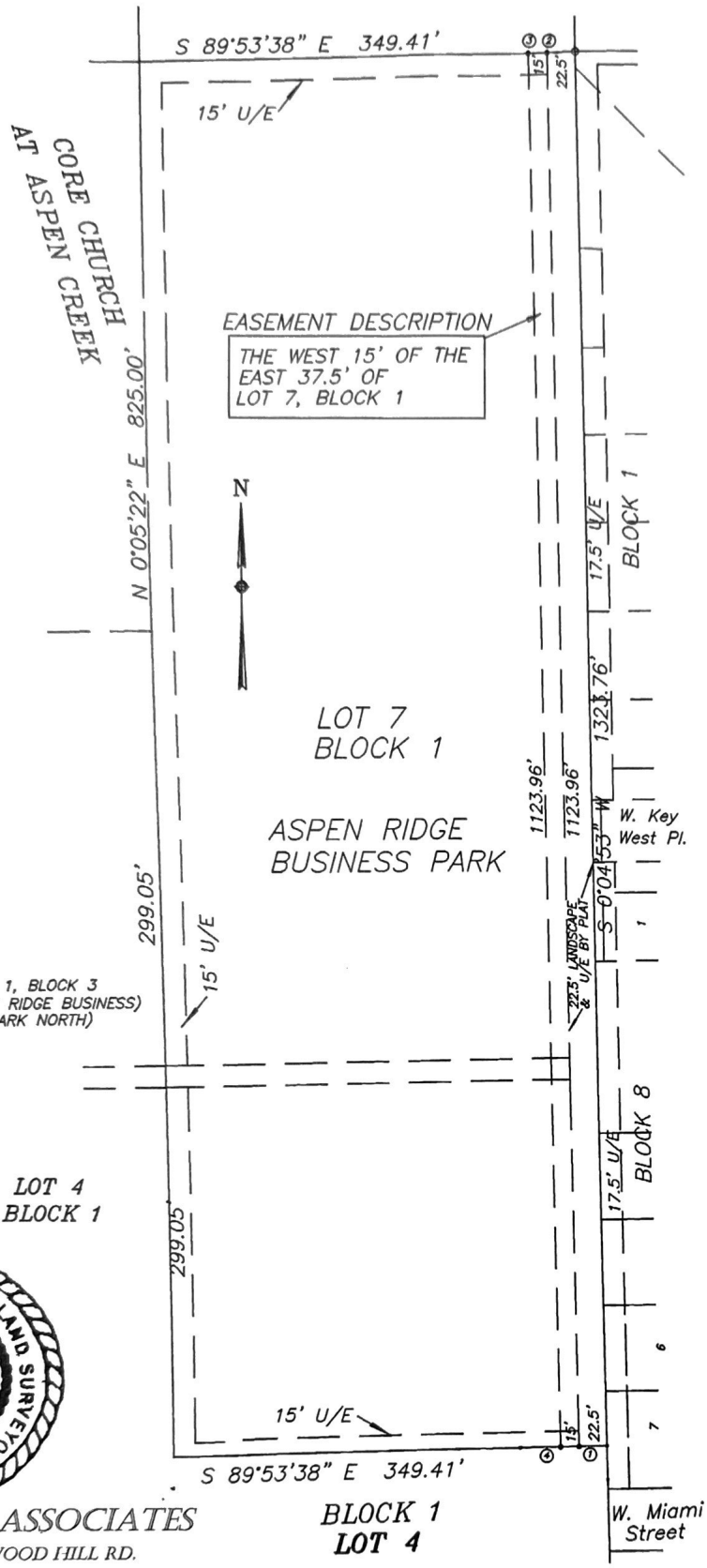
Asst. City Attorney

Approved as to Substance:

City Manager

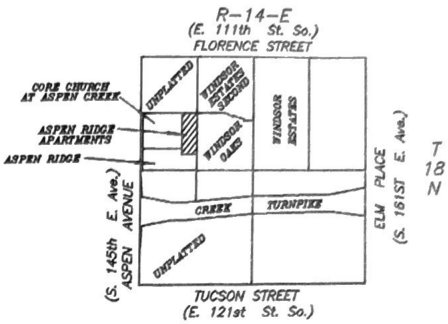
Engineer _____ Checked:_____
Project:

UTILITY EASEMENT



0 75 150 225 300

SCALE: 1"=150'



SECTION 34

LOCATION MAP

SCALE: 1"=2000'

SITE ADDRESS:
5601 So. Aspen Ave.

PROPERTY DESCRIPTION

LOT 7, BLOCK 1, ASPEN RIDGE BUSINESS PARK, AN ADDITION TO THE CITY OF BROKEN ARROW, OKLAHOMA, LYING IN THE W/2 OF SECTION 34, T-18-N, R-14-E, TULSA COUNTY, OKLAHOMA

BASIS OF BEARING

THE WEST LINE OF THE SW/4 SW/4 OF SECTION 34, T-18-N, R-14-E, BEARING: S00°05'22"W

CERTIFICATE

I, DANIEL S. GOSS, A REGISTERED SURVEYOR BY THE STATE OF OKLAHOMA, DO, HEREBY CERTIFY THAT THIS PLAT OF THE EASEMENT TRACT DRAWING HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION. TO THE BEST OF MY KNOWLEDGE, THIS TRACT DRAWING IS AN ACURATE REPRESENTATION OF SAID SURVEY. NO UNDERGROUND UTILITIES WERE LOCATED, AND THERE ARE NO BUILDING ENCROACHMENTS THEREON AND THAT NO EFFORT WAS MADE TO RESEARCH FOR ANY EASEMENTS AT THE COUNTY CLERK OR OTHER RECORDS OFFICE.

REGISTERED PROFESSIONAL LAND SURVEYOR
DANIEL S. GOSS
1316
OKLAHOMA

D. GOSS & ASSOCIATES
12347 HEYWOOD HILL RD.
SAPULPA, OK. 74066
PH. (918)371-0096 FAX (918)224-4530

WITNESS MY HAND AND SEAL THIS 2ND DAY OF FEBRUARY, 2026

DANIEL S. GOSS P.L.S. NO. 1316, CA NO. 3932...EXP: 6/30/26

City of Broken Arrow

Request for Action

File #: 26-309, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:

Acceptance of a Waterline Easement from Regent Bank on property located one-eighth of a mile south of Albany Street (61st Street) and just west of Elm Place (161st Avenue), Tulsa County, State of Oklahoma, (Section 3, T18N, R14E) (EASE-002517-2025)

Background:
Regent Bank is dedicating an easement for the purpose of permitting the City to construct, operate, repair, and maintain water lines. The conditional final plat for PR-000828-2023|PT-000828-2023, Regent Corner, was approved by the Broken Arrow City Council on July 31, 2023.

The dedication of the waterline easement shown in Exhibit A has been reviewed by Staff and is recommended for acceptance.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Waterline Easement Dedication
Exhibit A

Recommendation:
Accept the waterline easement.

WATER LINE EASEMENT
CORPORATE or PARTNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Regent Bank** by "Steve Baker", its "EVP/Chief Innovations Officer", the owner(s) of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, "Grantor" for and in consideration of the sum of One Dollar ($1.00), cash in hand, paid by the City of Broken Arrow, Oklahoma, a municipal corporation, "Grantee" and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant(s) and convey(s) unto the said City of Broken Arrow, County of Tulsa, State of Oklahoma, a perpetual easement, through, over, under and across the following described property, situated in said County, to wit:

SEE EXHBIT 'A'

for water lines and appurtenances exclusively, and for the purpose of permitting the Grantee to construct a water lines and appurtenances thereon, through, over, under and across said property, together with all necessary and convenient appurtenances thereto; except that other utilities may utilize said easement for the purpose of lateral crossings only. The Grantee, its officers, agents, employees, and/or all persons under contract with it, may use and maintain same and shall have the right to enter upon said premises and strip of land for the purpose of surveying, excavating for, laying, constructing, operating, repairing, relaying and maintaining said water line and appurtenances, and for the purpose of enabling the Grantee to do any and all convenient things incident to such constructing, operating, repairing, and maintaining of such water line and appurtenances.

The Grantee is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and Grantor(s), for them and their heirs, administrators, successors and assigns, covenant(s) and agree(s) that no building, structure, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; and further covenant(s) and agree(s) that in the event the terms of this paragraph are violated by the Grantor(s) or any person in privy with them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from Grantee, otherwise Grantor(s), their heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

To have and to hold the above described easement and right unto the said Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 12 day of February 2026.

EVP/Chief Innovation Officer

By _____
Steve Baker

State of Oklahoma)
) ss.
County of Tulsa)

Before me, the undersigned, a Notary Public within and for said County and State, on this 12 day of February 2026, personally appeared Steve Baker for (Regent Bank) to me known to be the identical person(s) who executed the within and foregoing instrument as its (signatory officer or general partner) and as the free and voluntary act and deed of such corporation 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: 4-3-2029

ALICIA ROSAS NOTARY PUBLIC #17003288 EXP. 04/03/2029 STATE OF OKLAHOMA

_____
Notary Public

Approved as to Form:

_____
Asst. City Attorney

Approved as to Substance:

_____
City Manager

Engineer: JDD checked: 2-13-26
Project: Regent Corner EASE-002517-2025

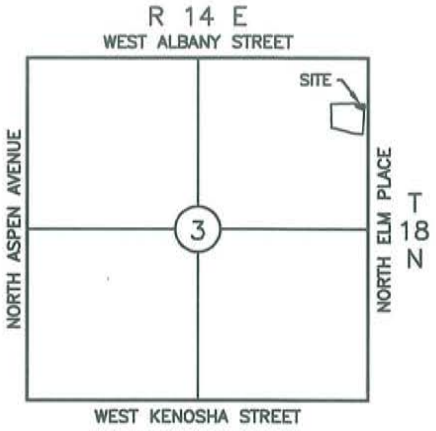
WHITE SURVEYING COMPANY
• 9936 EAST 55TH PLACE TULSA, OKLAHOMA 74146 • (918) 663-6924

EXHIBIT "A"
WATER LINE EASEMENT

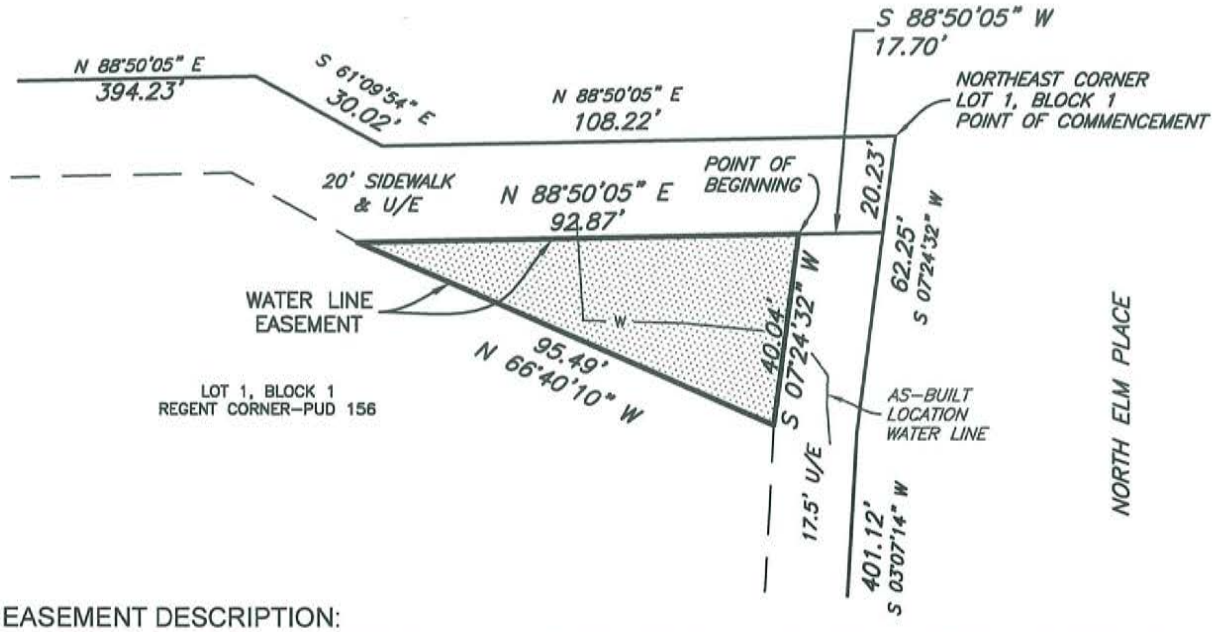
PART OF LOT 1, BLOCK 1,
REGENT CORNER-PUD 156,
CITY OF BROKEN ARROW, TULSA
COUNTY, STATE OF OKLAHOMA

1"=40'

0 40



LOCATION MAP



WATER LINE EASEMENT DESCRIPTION:

A TRACT OF LAND LOCATED IN LOT ONE (1), BLOCK ONE (1), REGENT CORNER – PUD 156, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT ONE (1), THENCE SOUTH 07°24'32" WEST ALONG THE EAST LINE OF SAID LOT ONE (1), FOR 20.23 FEET; THENCE SOUTH 88°50'05" WEST FOR 17.70 FEET TO THE INTERSECTION OF THE WEST LINE OF AN EXISTING 17.50 FOOT WIDE UTILITY EASEMENT AND THE SOUTH LINE OF A 20.00 FOOT WIDE SIDEWALK AND UTILITY EASEMENT AND THE POINT OF BEGINNING; THENCE SOUTH 07°24'32" WEST ALONG SAID WEST LINE FOR 40.04 FEET; THENCE NORTH 66°40'10" WEST FOR 95.49 FEET TO THE SOUTH LINE OF SAID 20.00 FOOT WIDE SIDEWALK AND UTILITY EASEMENT; THENCE NORTH 88°50'05" EAST ALONG SAID SOUTH LINE FOR 92.87 FEET TO THE POINT OF BEGINNING.

WATER LINE EASEMENT DESCRIPTION PREPARED BY JOHN L. LIBBY, JR., PLS 1806 ON JULY 27, 2025. BASIS OF BEARINGS IS THE OKLAHOMA STATE PLAN COORDINATE SYSTEM NAD 83 (2011) AND THE NORTH LINE OF LOT ONE (1), BLOCK ONE (1), REGENT CORNER – PUD 156 BEING NORTH 88°50'05" EAST.

WHITE SURVEYING COMPANY
CERTIFICATE OF AUTHORIZATION
NO. CA1098

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHN L. LIBBY JR.
L.S.1806
OKLAHOMA

BY: _____ DATE: 7/29/2025

REGISTERED PROFESSIONAL LAND
SURVEYOR OKLAHOMA NO. 1806

City of Broken Arrow

Request for Action

File #: 26-321, **Version:** 1

Broken Arrow City Council
Meeting of: 03/03/2026

Title:
Ratification of the Claims List Check Register Dated February 23, 2026

Background:
Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from February 10, 2026 through February 23, 2026 Checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of $4,101,174.66 for the various funds.

Governmental Funds	$3,035,892.61
BAMA	$1,029,865.39
BAEDA	$ 35,416.66
Total	$4,101,174.66

A summary by funds and detail are attached.

Cost: $3,035,892.61

Funding Source: General Fund and Miscellaneous Funds

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated February 23, 2026

Recommendation:..recommend
Ratify Claims List Check Register dated 02/23/2026

City of Broken Arrow
Check Register by Fund

RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	174,198.66	697
220	BA MUNICIPAL AUTHORITY	1,029,865.39	907
221	BAMA SALES TAX DEBT SERVICE	1,250.00	2
227	CVB-HOTEL MOTEL	30,219.30	24
329	VEHICLE REPLACEMENT FUND	63,907.49	3
330	SALES TAX CAPITAL IMPROVEMENT	342,254.46	14
342	STREET LIGHT FUND	36,829.66	11
344	PS SALES TAX POLICE	206,197.52	397
345	PS SALES TAX FIRE	132,737.34	198
349	OPIOID SETTLEMENT FUND	6,253.58	2
592	2014 BOND ISSUE	387,750.64	1
593	2018 BOND ISSUE	918,784.54	9
660	WORKERS COMPENSATIONS	53,357.73	11
661	GROUP HEALTH AND LIFE	23,130.48	12
770	DEBT SERVICE GO BOND	633,165.63	2
882	AGENCY FUND DEPOSITS	1,269.00	5
887	ECONOMIC DEVELOP AUTHORTY	35,416.66	1
888	CREEK 51 TIF APPORTIONMENT	24,586.58	2
Total		4,101,174.66	2,298

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/12/2026	336377	856	AMERICAN FIDELITY	189029	Payroll Run 1 - Warrant 260130	110 |218420|		2026/7	98.34
				189029	Payroll Run 1 - Warrant 260130	110 |218430|		2026/7	24.26
						Total For Check # 336377			**122.60**
02/12/2026	336378	4633	COLONIAL LIFE & ACCIDENT	189035	Payroll Run 1 - Warrant 260130	110 |218590|		2026/7	2,833.80
						Total For Check # 336378			**2,833.80**
02/12/2026	336379	1319	COMMUNITY CARE EAP	189031	Payroll Run 1 - Warrant 260130	110 |218560|		2026/7	226.84
						Total For Check # 336379			**226.84**
02/12/2026	336381	2471	DEBRA WIMPEE	MLG 02022026	MILEAGE REIMBURSEMENT - FEB 02,	1101700 |550030|		2026/8	200.10
						Total For Check # 336381			**200.10**
02/12/2026	336382	4181	ERIN HOFENER	EMP 01302026	EMPLOYEE REIMBURSEMENT - JAN 30,	1101315 |550030|		2026/8	20.86
						Total For Check # 336382			**20.86**
02/12/2026	336383	1550	GENESIS HEALTH CLUBS	189032	Payroll Run 1 - Warrant 260130	110 |218150|		2026/7	565.90
						Total For Check # 336383			**565.90**
02/12/2026	336384	1256	GEODECA LLC	2601001	SURVEYING SERVICES FOR TORT	1101010 |550280|		2026/8	900.00
						Total For Check # 336384			**900.00**
02/12/2026	336385	159	PRE-PAID LEGAL SERVICES,	189028	Payroll Run 1 - Warrant 260130	110 |218100|		2026/7	609.92
						Total For Check # 336385			**609.92**
02/12/2026	336386	761	LISA FORD	MLG 02022026	MILEAGE REIMBURSEMENT - FEB 02,	1101700 |550030|		2026/8	332.34
						Total For Check # 336386			**332.34**
02/12/2026	336387	4905	METROPOLITAN LIFE	189037	Payroll Run 1 - Warrant 260130	110 |218340|		2026/7	3,981.96
				189037	Payroll Run 1 - Warrant 260130	110 |218480|		2026/7	3,661.64
				189037	Payroll Run 1 - Warrant 260130	110 |218590|		2026/7	926.88
						Total For Check # 336387			**8,570.48**
02/12/2026	336388	1699	MOMENTUM SERVICES LLC	20089149	NUISANCE ABATEMENTS 02/04/2026	1101415 |530870|		2026/8	1,610.00
						Total For Check # 336388			**1,610.00**
02/12/2026	336391	999900	OTP - AR REFUNDS	REC-037411-2026		110 |421010|		2026/7	171.00
						Total For Check # 336391			**171.00**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/12/2026	336404			REC-036813-2025		110 |422010|		2026/7	155.00
				REC-036813-2025		11020 |442030|		2026/7	68.00
						Total For Check # 336404			**223.00**
02/12/2026	336415			REC-036799-2026		110 |280300|		2026/7	0.50
				REC-036799-2026		110 |280300|		2026/7	4.00
				REC-036799-2026		110 |422010|		2026/7	68.00
						Total For Check # 336415			**72.50**
02/12/2026	336416	999907	OTP - COURT REFUNDS	0000866	808792-1	110 |451020|		2026/8	103.48
						Total For Check # 336416			**103.48**
02/12/2026	336417			0000867	761138-1	110 |451020|		2026/8	195.18
						Total For Check # 336417			**195.18**
02/12/2026	336418			0000863	E931555-1	110 |451020|		2026/8	331.20
						Total For Check # 336418			**331.20**
02/12/2026	336420			0000864	844283-1	110 |451020|		2026/8	227.30
						Total For Check # 336420			**227.30**
02/12/2026	336422			0000862	781614-1	110 |451020|		2026/8	255.42
						Total For Check # 336422			**255.42**
02/12/2026	336425	211	SECRETARY OF STATE	3392652	FILING FEE NOTARY BOND FOR HEIDI	1101501 |530110|		2026/8	25.00
						Total For Check # 336425			**25.00**
02/12/2026	336428	1987	SURENCY LIFE & HEALTH INS.	189033	Payroll Run 1 - Warrant 260130	110 |218460|		2026/7	198.25
						Total For Check # 336428			**198.25**
02/12/2026	336429			189034	Payroll Run 1 - Warrant 260130	110 |218460|		2026/7	3.25
						Total For Check # 336429			**3.25**
02/12/2026	336430	533	BROKEN ARROW INSURANCE	3392652	2026-30 NOTARY BOND FOR HEIDI	1101501 |530110|		2026/8	30.00
						Total For Check # 336430			**30.00**
02/12/2026	336431	364	TULSA COUNTY BAR	TBA-00080384	2025-2026 MEMBERSHIP DUES FOR	1101010 |530850|		2026/8	135.00

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						Total For Check # 336431			**135.00**
02/12/2026	336432	1082	USPS	03/26-02/27 2026	ANNUAL PO BOX 610 SERVICE FEE	1101700 |550390|		2026/8	670.00
						Total For Check # 336432			**670.00**
02/12/2026	336434	5635	VISION SERVICE PLAN	189036	Payroll Run 1 - Warrant 260130	110 |218240|		2026/7	3,725.14
						Total For Check # 336434			**3,725.14**
02/12/2026	336437	1092	WESTLAKE HARDWARE INC	8038816	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/8	5.99
						Total For Check # 336437			**5.99**
02/12/2026	336438	149	AMERICAN ELECTRIC	784-327-0-0 01152026	FY26 ANNUAL AGREEMENT SINGLES	1105310 |550250|		2026/8	84.17
				716-079-0-6 01162026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/8	44.09
				853-893-0-0 01162026	FY26 ANNUAL AGREEMENT - SINGLES	1101700 |550250|		2026/8	23.77
				183-027-0-0 01162026	FY26 ANNUAL AGREEMENT - SINGLES	1105310 |550250|		2026/8	89.40
				539-598-0-7 01162026	FY26 ANNUAL AGREEMENT - SINGLES	1101700 |550250|		2026/8	23.77
				709-847-0-1 01212026	FY26 ANNUAL AGREEMENT SINGLES	1105310 |550250|		2026/8	30.16
				386-301-0-0 01212026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/8	44.73
				844-568-0-6 01212026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/8	50.58
				464-965-0-8 01202026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/8	55.53
				391-910-0-2 01202026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/8	48.27
				189-865-0-8 01222026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/8	48.40
				273-541-0-6 01222026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550250|		2026/8	24.23
				428-947-0-6 01222026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550250|		2026/8	24.08
				866-629-0-9 01222026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550250|		2026/8	23.85
				183-137-4-1 01232026	FY26 ANNUAL AGREEMENT 951-183-137-	1106004 |550250|		2026/8	2,621.63
				284-103-0-3 01282026	FY26 ANNUAL AGREEMENT 953-284-103-	1105315 |550250|		2026/8	109.66
				308-466-0-4 02022026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550400|		2026/8	73.47
				550-797-0-3 02022026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550410|		2026/8	163.97
				058-747-0-7 02022026	FY26 ANNUAL AGREEMENT SINGLES	1106000 |550410|		2026/8	226.00
						Total For Check # 336438			**3,809.76**
02/12/2026	336440	4940	ALPHA AWARDS AND	INV-2309	INV-2309	1101400 |560230|		2026/8	30.00
						Total For Check # 336440			**30.00**
02/12/2026	336441	4935	AMAZON.COM SALES INC	1QYQ-4NYW-FXHM	OFFICE SUPPLIES	1101501 |560230|		2026/8	11.31
				14TY-3R3G-7QH7	ITEM: Kleenex Professional Facial Tissue,	1105300 |560230|		2026/8	21.20
				14TY-3R3G-7QH7	ITEM: Kleenex Professional Facial Tissue,	1105315 |560230|		2026/8	81.70

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				1GR4-Q1M4-CRW9	OFFICE SUPPLIES	1101501 |560030|		2026/8	280.66
				1TJ1-1LPM-DLPD	ITEM: Kleenex Professional Facial Tissue,	1105300 |560230|		2026/8	37.38
				1TJ1-1LPM-DLPD	ITEM: Kleenex Professional Facial Tissue,	1105315 |560230|		2026/8	93.99
				1HQL-RG7J-7GL3	Recreation Supplies RH	1106002 |560330|		2026/8	16.99
				1WYN-J7R1-FJXX	Recreation Supplies NPCC	1106002 |560180|		2026/8	28.35
				1WYN-J7R1-FJXX	Recreation Supplies NPCC	1106002 |560330|		2026/8	35.17
						Total For Check # 336441			**606.75**
02/12/2026	336445	4846	APAC-CENTRAL, INC.	7002392215	BLANKET PO FOR ASPHALT (PRIMARY	1105300 |560800|		2026/8	125.99
						Total For Check # 336445			**125.99**
02/12/2026	336446	885	ATWOOD DISTRIBUTING LP	3766	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/8	19.99
				3773	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/8	11.98
				3771	BLANKET PO SAFETY SHOES & MISC	1105300 |560230|		2026/8	4.99
				3759	BLANKET PO SAFETY SHOES & MISC	1105300 |560230|		2026/8	106.44
						Total For Check # 336446			**143.40**
02/12/2026	336448	1315	UNITED FORD SOUTH LLC	7827553	UNIT # 1910- BRIAN GAYNOR	1101315 |540200|		2026/8	269.95
						Total For Check # 336448			**269.95**
02/12/2026	336449	4669	BLACKHAWK INDUSTRIAL	895735	HAREWARE & HEX NUT- FOR CODY	1105315 |560360|		2026/8	110.00
						Total For Check # 336449			**110.00**
02/12/2026	336450	4666	BLUEJAY PROPERTIES LLC	MARCH 2026	REAL PROPERTY RENTAL OR LEASE	1101315 |540330|		2026/8	1,750.00
						Total For Check # 336450			**1,750.00**
02/12/2026	336453	2910	BROKEN ARROW CHAMBER OF	80759	80759	1101315 |530110|		2026/8	5.00
				80740	80740	1101700 |550860|		2026/8	1,575.00
						Total For Check # 336453			**1,580.00**
02/12/2026	336456	20	BROKEN ARROW LAWN &	129723	BLANKET PO FOR MISC	1106003 |560230|		2026/8	74.88
				129733	BLANKET PO FOR MISC	1106003 |560230|		2026/8	7.90
				129733CM	BLANKET PO FOR MISC	1106003 |560230|		2026/8	-7.90
						Total For Check # 336456			**74.88**
02/12/2026	336458	22	BROKEN ARROW SENIORS INC	JAN 2026	BA SENIORS MONTHLY PAYMENT	1106002 |550100|		2026/8	8,879.50
						Total For Check # 336458			**8,879.50**

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02/12/2026	336462	37	CINTAS CORPORATION	5314358804	BLANKET PO FOR ALL DEPARTMENT	1101200 |560230|		2026/8	35.61
				9344736186	BLANKET PO FOR ALL DEPARTMENT	1101102 |540330|		2026/8	48.41
				9344736157	BLANKET PO FOR ALL DEPARTMENT	1101315 |540330|		2026/8	50.00
						Total For Check # 336462			**134.02**
02/12/2026	336463	1391	CLEAN THE UNIFORM CO	52175514	52175514 JAN 23, 2026	1101800 |540330|		2026/8	7.84
				52176605	52176605 JAN 30, 2026	1106002 |540330|		2026/8	33.17
				52176121	52176121 JAN 28, 2026	1106002 |540330|		2026/8	26.19
				52153033	STREETS/STORMWATER UNIFORMS	1105315 |540310|		2026/8	30.27
				52153033	STREETS/STORMWATER UNIFORMS	1105300 |540310|		2026/8	123.35
				52153033	STREETS/STORMWATER UNIFORMS	1105300 |540330|		2026/8	6.65
				52153035	STREETS/STORMWATER UNIFORMS	1105310 |540310|		2026/8	133.84
				52154133	STREETS/STORMWATER UNIFORMS	1105315 |540310|		2026/8	30.27
				52154133	STREETS/STORMWATER UNIFORMS	1105300 |540310|		2026/8	123.39
				52154133	STREETS/STORMWATER UNIFORMS	1105300 |540330|		2026/8	6.65
				52154135	STREETS/STORMWATER UNIFORMS	1105310 |540310|		2026/8	133.84
				52155245	STREETS/STORMWATER UNIFORMS	1105315 |540310|		2026/8	30.27
				52155245	STREETS/STORMWATER UNIFORMS	1105300 |540310|		2026/8	123.39
				52155245	STREETS/STORMWATER UNIFORMS	1105300 |540330|		2026/8	6.65
				52155247	STREETS/STORMWATER UNIFORMS	1105310 |540310|		2026/8	133.84
				52156339	STREETS/STORMWATER UNIFORMS	1105315 |540310|		2026/8	30.27
				52156339	STREETS/STORMWATER UNIFORMS	1105300 |540310|		2026/8	123.39
				52156339	STREETS/STORMWATER UNIFORMS	1105300 |540330|		2026/8	6.65
				52156341	STREETS/STORMWATER UNIFORMS	1105310 |540310|		2026/8	133.84
				52157448	STREETS/STORMWATER UNIFORMS	1105315 |540310|		2026/8	30.27
				52157448	STREETS/STORMWATER UNIFORMS	1105300 |540310|		2026/8	120.09
				52157448	STREETS/STORMWATER UNIFORMS	1105300 |540330|		2026/8	9.59
				52157450	STREETS/STORMWATER UNIFORMS	1105310 |540310|		2026/8	133.84
				52158571	STREETS/STORMWATER UNIFORMS	1105315 |540310|		2026/8	30.27
				52158571	STREETS/STORMWATER UNIFORMS	1105300 |540310|		2026/8	113.11
				52158571	STREETS/STORMWATER UNIFORMS	1105300 |540330|		2026/8	11.54
				52158573	STREETS/STORMWATER UNIFORMS	1105310 |540310|		2026/8	133.84
				52159684	STREETS/STORMWATER UNIFORMS	1105315 |540310|		2026/8	30.27
				52159684	STREETS/STORMWATER UNIFORMS	1105300 |540310|		2026/8	113.11
				52159684	STREETS/STORMWATER UNIFORMS	1105300 |540330|		2026/8	11.54
				52159686	STREETS/STORMWATER UNIFORMS	1105310 |540310|		2026/8	111.51
				52160789	STREETS/STORMWATER UNIFORMS	1105315 |540310|		2026/8	30.27
				52160789	STREETS/STORMWATER UNIFORMS	1105300 |540310|		2026/8	113.11

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				52160789	STREETS/STORMWATER UNIFORMS	1105300 |540330|		2026/8	11.54
				52160791	STREETS/STORMWATER UNIFORMS	1105310 |540310|		2026/8	111.51
				52161968	STREETS/STORMWATER UNIFORMS	1105315 |540310|		2026/8	30.27
				52161968	STREETS/STORMWATER UNIFORMS	1105300 |540310|		2026/8	113.11
				52161968	STREETS/STORMWATER UNIFORMS	1105300 |540330|		2026/8	11.54
				52161970	STREETS/STORMWATER UNIFORMS	1105310 |540310|		2026/8	111.51
				52165269	STREETS/STORMWATER UNIFORMS	1105315 |540310|		2026/8	25.38
				52165269	STREETS/STORMWATER UNIFORMS	1105300 |540310|		2026/8	115.89
				52165269	STREETS/STORMWATER UNIFORMS	1105300 |540330|		2026/8	13.50
				52165271	STREETS/STORMWATER UNIFORMS	1105310 |540310|		2026/8	111.51
				52163068	STREETS/STORMWATER UNIFORMS	1105315 |540310|		2026/8	30.27
				52163068	STREETS/STORMWATER UNIFORMS	1105300 |540310|		2026/8	115.89
				52163068	STREETS/STORMWATER UNIFORMS	1105300 |540330|		2026/8	13.50
				52163070	STREETS/STORMWATER UNIFORMS	1105310 |540310|		2026/8	111.51
				52164185	STREETS/STORMWATER UNIFORMS	1105315 |540310|		2026/8	30.27
				52164185	STREETS/STORMWATER UNIFORMS	1105300 |540310|		2026/8	115.89
				52164185	STREETS/STORMWATER UNIFORMS	1105300 |540330|		2026/8	13.50
				52164187	STREETS/STORMWATER UNIFORMS	1105310 |540310|		2026/8	111.51
				52176599	NEIGHBORHOOD ENGAGEMENT	1101415 |540310|		2026/8	49.01
				52176604	52176604	1106000 |540310|		2026/8	137.60
				52176604	52176604	1106000 |540330|		2026/8	0.34
				52176120	52176120	1106000 |540310|		2026/8	33.04
				52176120	52176120	1106003 |540310|		2026/8	47.68
				52177223	52177223	1106005 |540330|		2026/8	1.32
						Total For Check #	**336463**		**3,703.21**
02/12/2026	336464	5323	COLUMN SOFTWARE PBC	9B37CAF5-0098	9B37CAF5-0098 JAN 29, 2026	1101410 |550050|		2026/8	235.79
				9B37CAF5-099	9B37CAF5-099 JAN 29, 2026	1101410 |550050|		2026/8	273.22
				B6BD5005-0284	PUBLICATIONS	1101700 |550050|		2026/8	16.32
				B6BD5005-0283	PUBLICATIONS	1101700 |550050|		2026/8	15.63
						Total For Check #	**336464**		**540.96**
02/12/2026	336465	412	CONSOLIDATED TRAFFIC	69459	school signal switches-For Gary Harris	1105310 |560310|		2026/8	1,006.00
						Total For Check #	**336465**		**1,006.00**
02/12/2026	336468	4794	DAIOHS FIRST CHOICE	TU-1020963	TU-1020963	1101400 |560230|		2026/8	119.80
				TU-1020963	TU-1020963	1101501 |560230|		2026/8	58.95
						Total For Check #	**336468**		**178.75**

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02/12/2026	336469	2449	DAVIS SUPPLY CO	0024977714-001	BLANKET PO FOR POOL SUPPLIES	1106003 |560230|		2026/8	96.82
						Total For Check # 336469			**96.82**
02/12/2026	336474	64	FEDERAL EXPRESS	9-158-15933	9-158-15933 jan 29 2026 1119-1744-2	1101200 |550390|		2026/8	21.44
						Total For Check # 336474			**21.44**
02/12/2026	336475	1016	FEDEX FREIGHT	9-139-63321	9-139-63321 JAN 15, 2026 1119-1744-2	1101010 |550390|		2026/8	42.91
				9-139-63321	9-139-63321 JAN 15, 2026 1119-1744-2	1101200 |550390|		2026/8	6.73
						Total For Check # 336475			**49.64**
02/12/2026	336478	153	GELLCO UNIFORMS & SHOES	00305768	BLANKET PO FOR UNIFORMS/BOOTS	1105300 |560100|		2026/8	125.99
				00305826	For : Jimmy Birch	1105300 |560100|		2026/8	215.98
						Total For Check # 336478			**341.97**
02/12/2026	336479	1256	GEODECA LLC	1909068CP	1909068CP FEB 3, 2026	1101410 |530870|		2026/8	275.00
						Total For Check # 336479			**275.00**
02/12/2026	336480	5026	DALE GRAHAM	297	297 JAN 16, 2026	1106000 |540070|		2026/8	1,155.00
						Total For Check # 336480			**1,155.00**
02/12/2026	336482	1244	GRANICUS, INC.	223629	223629 JAN 31, 2026	1101800 |540550|		2026/8	3,541.39
						Total For Check # 336482			**3,541.39**
02/12/2026	336487	5440	HHM FACILITY MANAGEMENT,	169591	CUSTODIAL BID# 25.161	1105300 |540070|		2026/8	13.35
				169591	CUSTODIAL BID# 25.161	1101700 |540280|		2026/8	19.68
				169591	CUSTODIAL BID# 25.161	1106002 |540280|		2026/8	32.45
				169592	CUSTODIAL BID# 25.161	1105300 |540070|		2026/8	67.70
				169592	CUSTODIAL BID# 25.161	1101700 |540280|		2026/8	99.80
				169592	CUSTODIAL BID# 25.161	1106002 |540280|		2026/8	164.53
				169593	CUSTODIAL BID# 25.161	1105300 |540070|		2026/8	60.18
				169593	CUSTODIAL BID# 25.161	1101700 |540280|		2026/8	88.70
				169593	CUSTODIAL BID# 25.161	1106002 |540280|		2026/8	146.25
				169594	CUSTODIAL BID# 25.161	1105300 |540070|		2026/8	52.66
				169594	CUSTODIAL BID# 25.161	1101700 |540280|		2026/8	77.61
				169594	CUSTODIAL BID# 25.161	1106002 |540280|		2026/8	127.97
				169595	CUSTODIAL BID# 25.161	1105300 |540070|		2026/8	4.89
				169595	CUSTODIAL BID# 25.161	1101700 |540280|		2026/8	7.21

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				169595	CUSTODIAL BID# 25.161	1106002 |540280|		2026/8	11.88
				169596	CUSTODIAL BID# 25.161	1105300 |540070|		2026/8	21.06
				169596	CUSTODIAL BID# 25.161	1101700 |540280|		2026/8	31.05
				169596	CUSTODIAL BID# 25.161	1106002 |540280|		2026/8	51.19
				169597	CUSTODIAL BID# 25.161	1105300 |540070|		2026/8	36.11
				169597	CUSTODIAL BID# 25.161	1101700 |540280|		2026/8	53.22
				169597	CUSTODIAL BID# 25.161	1106002 |540280|		2026/8	87.75
				169598	CUSTODIAL BID# 25.161	1105300 |540070|		2026/8	37.61
				169598	CUSTODIAL BID# 25.161	1101700 |540280|		2026/8	55.45
				169598	CUSTODIAL BID# 25.161	1106002 |540280|		2026/8	91.40
				169599	CUSTODIAL BID# 25.161	1105300 |540070|		2026/8	47.01
				169599	CUSTODIAL BID# 25.161	1101700 |540280|		2026/8	69.32
				169599	CUSTODIAL BID# 25.161	1106002 |540280|		2026/8	114.25
				169600	CUSTODIAL BID# 25.161	1105300 |540070|		2026/8	186.18
				169600	CUSTODIAL BID# 25.161	1101700 |540280|		2026/8	274.44
				169600	CUSTODIAL BID# 25.161	1106002 |540280|		2026/8	452.45
				169601	CUSTODIAL BID# 25.161	1105300 |540070|		2026/8	9.03
				169601	CUSTODIAL BID# 25.161	1101700 |540280|		2026/8	13.31
				169601	CUSTODIAL BID# 25.161	1106002 |540280|		2026/8	21.94
				169602	CUSTODIAL BID# 25.161	1105300 |540070|		2026/8	15.04
				169602	CUSTODIAL BID# 25.161	1101700 |540280|		2026/8	22.18
				169602	CUSTODIAL BID# 25.161	1106002 |540280|		2026/8	36.56
				169603	CUSTODIAL BID# 25.161	1105300 |540070|		2026/8	56.42
				169603	CUSTODIAL BID# 25.161	1101700 |540280|		2026/8	83.15
				169603	CUSTODIAL BID# 25.161	1106002 |540280|		2026/8	137.11
				169604	CUSTODIAL BID# 25.161	1105300 |540070|		2026/8	13.16
				169604	CUSTODIAL BID# 25.161	1101700 |540280|		2026/8	19.41
				169604	CUSTODIAL BID# 25.161	1106002 |540280|		2026/8	31.99
				169605	CUSTODIAL BID# 25.161	1105300 |540070|		2026/8	112.83
				169605	CUSTODIAL BID# 25.161	1101700 |540280|		2026/8	166.32
				169605	CUSTODIAL BID# 25.161	1106002 |540280|		2026/8	274.21
						Total For Check #	**336487**		**3,596.01**
02/12/2026	336491	115 INCOG		227624 A	FY26 ANNUAL AGREEMENT	1101400 |530870|		2026/8	1,707.67
						Total For Check #	**336491**		**1,707.67**
02/12/2026	336492	23 J D YOUNG COMPANY INC		1316555	LEASE & USAGE CHARGE FY26	1101010 |540330|		2026/8	217.58
				1316555	LEASE & USAGE CHARGE FY26	1101102 |540330|		2026/8	186.02

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			1316555	LEASE & USAGE CHARGE FY26	1101200 |540330|		2026/8	181.66
			1316555	LEASE & USAGE CHARGE FY26	1101315 |540330|		2026/8	93.45
			1316555	LEASE & USAGE CHARGE FY26	1101400 |540330|		2026/8	321.95
			1316555	LEASE & USAGE CHARGE FY26	1101415 |540330|		2026/8	94.06
			1316555	LEASE & USAGE CHARGE FY26	1101700 |540330|		2026/8	217.58
			1316555	LEASE & USAGE CHARGE FY26	1101800 |540330|		2026/8	306.66
			1316555	LEASE & USAGE CHARGE FY26	1105300 |540330|		2026/8	176.68
			1316555	LEASE & USAGE CHARGE FY26	1106000 |540330|		2026/8	264.28
			1316555	LEASE & USAGE CHARGE FY26	1106002 |540330|		2026/8	269.26
			1316555	LEASE & USAGE CHARGE FY26	1101010 |540550|		2026/8	133.35
			1316555	LEASE & USAGE CHARGE FY26	1101102 |540550|		2026/8	345.85
			1316555	LEASE & USAGE CHARGE FY26	1101200 |540550|		2026/8	7.77
			1316555	LEASE & USAGE CHARGE FY26	1101315 |540550|		2026/8	80.83
			1316555	LEASE & USAGE CHARGE FY26	1101400 |540550|		2026/8	82.26
			1316555	LEASE & USAGE CHARGE FY26	1101415 |540550|		2026/8	94.22
			1316555	LEASE & USAGE CHARGE FY26	1101700 |540550|		2026/8	112.91
			1316555	LEASE & USAGE CHARGE FY26	1101800 |540550|		2026/8	181.61
			1316555	LEASE & USAGE CHARGE FY26	1105300 |540550|		2026/8	79.29
			1316555	LEASE & USAGE CHARGE FY26	1106000 |540550|		2026/8	38.18
			1316555	LEASE & USAGE CHARGE FY26	1106002 |540550|		2026/8	74.11
			1316555	LEASE & USAGE CHARGE FY26	1101010 |560230|		2026/8	2.62
			1316555	LEASE & USAGE CHARGE FY26	1101102 |560230|		2026/8	5.62
			1316555	LEASE & USAGE CHARGE FY26	1101200 |560230|		2026/8	5.62
			1316555	LEASE & USAGE CHARGE FY26	1101315 |560230|		2026/8	2.70
			1316555	LEASE & USAGE CHARGE FY26	1101400 |560230|		2026/8	5.62
			1316555	LEASE & USAGE CHARGE FY26	1101415 |560230|		2026/8	2.70
			1316555	LEASE & USAGE CHARGE FY26	1101700 |560230|		2026/8	2.70
			1316555	LEASE & USAGE CHARGE FY26	1101800 |560230|		2026/8	5.62
			1316555	LEASE & USAGE CHARGE FY26	1105300 |560230|		2026/8	5.62
			1316555	LEASE & USAGE CHARGE FY26	1106000 |560230|		2026/8	8.20
			1316555	LEASE & USAGE CHARGE FY26	1106002 |560230|		2026/8	8.20
					Total For Check #	**336492**		**3,614.78**
02/12/2026	336494	5131 KEVIN BEHE	15540	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.43
			15540	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	2.38
			15540	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	1.15
			15540	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	2.00
			15540	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	2.29

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			15540	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.57
			15531	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.34
			15531	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.99
			15531	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.96
			15531	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.67
			15531	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.91
			15531	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.48
			15532	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.35
			15532	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.99
			15532	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.95
			15532	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.67
			15532	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.91
			15532	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.48
			15533	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.34
			15533	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.99
			15533	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.96
			15533	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.67
			15533	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.91
			15533	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.48
			15537	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.22
			15537	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.19
			15537	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.57
			15537	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.00
			15537	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.14
			15537	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.29
			15536	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.43
			15536	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	2.38
			15536	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	1.15
			15536	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	2.00
			15536	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	2.29
			15536	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.57
			15534	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.43
			15534	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	2.38
			15534	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	1.15
			15534	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	2.00
			15534	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	2.29
			15534	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.57
			15535	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.43

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			15535	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	2.38
			15535	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	1.15
			15535	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	2.00
			15535	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	2.29
			15535	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.57
			15538	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.22
			15538	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.19
			15538	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.57
			15538	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.00
			15538	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.14
			15538	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.29
			15539	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.48
			15539	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	2.58
			15539	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	1.24
			15539	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	2.17
			15539	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	2.48
			15539	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.62
			15543	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.30
			15543	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.59
			15543	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.76
			15543	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.34
			15543	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.52
			15543	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.38
			15542	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.30
			15542	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.59
			15542	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.76
			15542	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.34
			15542	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.52
			15542	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.38
			15530	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.30
			15530	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.59
			15530	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.76
			15530	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.33
			15530	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.52
			15530	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.38
			15545	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.93
			15545	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	5.17
			15545	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	2.48

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				15545	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	4.34
				15545	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	4.96
				15545	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	1.24
				15546	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.34
				15546	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.99
				15546	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.96
				15546	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.67
				15546	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.91
				15546	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.48
						Total For Check #	**336494**		**119.85**
02/12/2026	336495	124	KIMS INTERNATIONAL	0154967-IN	BLANKET PO - MISC. FITTINGS	1105300 |560230|		2026/8	16.44
				0154881-IN	BLANKET PO - MISC. FITTINGS	1105300 |540200|		2026/8	59.26
						Total For Check #	**336495**		**75.70**
02/12/2026	336496	1050	LAFERRY'S LP GAS COMPANY	00059662	BLANKET PO FOR PROPANE	1105300 |560210|		2026/8	102.60
						Total For Check #	**336496**		**102.60**
02/12/2026	336499	614	LIGHTING INC/BROKEN ARROW	S3454383.001	BLANKET PO FOR MISC. LIGHTING	1106002 |560180|		2026/8	127.38
				S3454493.001	BLANKET PO FOR MISC. LIGHTING	1106002 |560180|		2026/8	58.86
						Total For Check #	**336499**		**186.24**
02/12/2026	336500	131	LOCKE SUPPLY COMPANY	57486842-00	BLANKET PO FOR PLUMBING &	1105310 |560230|		2026/8	388.20
				57506071-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/8	16.14
				57507327-00	BLANKET PO FOR PLUMBING &	1105310 |560230|		2026/8	133.98
						Total For Check #	**336500**		**538.32**
02/12/2026	336510	25	NAPA AUTO PARTS	23224	80888	1105300 |560200|		2026/8	176.30
				23225	16160700A	1105300 |560200|		2026/8	328.32
				23226	80888	1105300 |560200|		2026/8	176.30
				23242	F000184	1105300 |560190|		2026/8	686.32
				23209	A6619628025	1105300 |560200|		2026/8	902.77
				23209	A6619628025	1105300 |560200|		2026/8	39.90
				23212	7841	1105300 |560200|		2026/8	43.46
				23212	2814256	1105300 |560200|		2026/8	144.41
				23212	1494	1105300 |560200|		2026/8	49.13
				23212	220148	1105300 |560200|		2026/8	48.81
				23212	85W140BULK	1105300 |560210|		2026/8	5.63

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			23213	7325	1105300 |560200|		2026/8	10.34
			23213	4794133	1105300 |560200|		2026/8	44.59
			23213	600624	1105300 |560200|		2026/8	23.06
			23213	9131	1105300 |560200|		2026/8	56.00
			23213	9132	1105300 |560200|		2026/8	60.44
			23213	5256206	1105300 |560200|		2026/8	39.90
			23213	15W40BULK	1105300 |560210|		2026/8	24.48
			23120	31MHD	1105300 |560200|		2026/8	329.19
			23131	38012312	1105300 |560200|		2026/8	186.67
			023269	31MHD	1105300 |560200|		2026/8	329.19
			023298	F013989	1105300 |560190|		2026/8	403.36
			023299	789DEF	1105300 |560210|		2026/8	1,022.12
			023352	600515	1105300 |560200|		2026/8	53.43
			023352	400107	1105300 |560200|		2026/8	40.89
			023352	FS20194	1105300 |560200|		2026/8	93.93
			023352	15W40BULK	1105300 |560210|		2026/8	134.64
			023353	7182	1106000 |560200|		2026/8	10.71
			023353	PF46235	1106000 |560200|		2026/8	38.34
			023353	600564	1106000 |560200|		2026/8	34.14
			023353	2809	1106000 |560200|		2026/8	56.41
			023353	15W40BULK	1106000 |560210|		2026/8	58.14
			023360	SG03020014	1105300 |560200|		2026/8	42.80
			023360	29558329	1105300 |560200|		2026/8	128.38
			023360	4329012482	1105300 |560200|		2026/8	114.67
			023360	85W140BULK	1105300 |560210|		2026/8	5.63
			023360	HDATFBULK	1105300 |560210|		2026/8	10.12
			023362	1DEX	1105310 |560200|		2026/8	24.88
			023362	SS2036417	1105310 |560200|		2026/8	31.59
			023362	43579	1105310 |560200|		2026/8	124.98
			023362	25060730HD	1105310 |560200|		2026/8	31.38
			023383	F244465FLATFACE	1105300 |560190|		2026/8	1,353.22
			023385	MTP78	1106000 |560200|		2026/8	152.18
			023398	HDATFBULK	1105300 |560210|		2026/8	344.08
			023145	7430	1105300 |560200|		2026/8	9.36
			023145	V052151940	1105300 |560200|		2026/8	35.51
			023145	1K94743172	1105300 |560200|		2026/8	68.34
			023145	6A67175090	1105300 |560200|		2026/8	77.84
			023145	9491	1105300 |560200|		2026/8	22.50

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			023145	9492	1105300 |560200|		2026/8	11.09
			023145	15W40BULK	1105300 |560210|		2026/8	36.72
			023153	7237	1105300 |560200|		2026/8	138.69
			023153	7237	1105300 |560200|		2026/8	27.00
			023153	7237	1105300 |560200|		2026/8	-27.00
			023161	F000184	1106000 |560190|		2026/8	171.58
			023485	80001431	1105300 |560200|		2026/8	201.10
					Total For Check # 336510			**8,787.96**
02/12/2026	336511		23215	1394	1106000 |560200|		2026/8	4.25
			23215	702390	1106000 |560200|		2026/8	5.41
			23215	6438	1106000 |560200|		2026/8	16.92
			23215	2985	1106000 |560200|		2026/8	14.89
			23215	112630	1106000 |560210|		2026/8	23.16
			23215	2413	1106000 |560230|		2026/8	6.34
			23238	502	1105300 |560200|		2026/8	45.44
			23253	D265	1106000 |560190|		2026/8	42.11
			23181	V051153823	1105300 |560200|		2026/8	124.73
			23197	7502	1101310 |560200|		2026/8	4.25
			23197	4068	1101310 |560200|		2026/8	5.32
			23197	6935	1101310 |560200|		2026/8	9.55
			23197	5W20BULK	1101310 |560210|		2026/8	20.28
			23199		1105300 |560200|		2026/8	37.15
			23205	SP45	1106000 |560200|		2026/8	106.54
			023262	1372	1106000 |560200|		2026/8	4.25
			023262	3243	1106000 |560200|		2026/8	9.08
			023262	9883	1106000 |560200|		2026/8	12.73
			023262	5W20BULK	1106000 |560210|		2026/8	23.66
			023263	MTP65HD	1106000 |560200|		2026/8	126.40
			023325	A6619628025	1105300 |560200|		2026/8	-39.90
			023328	1056	1106005 |560200|		2026/8	9.44
			023328	1551	1106005 |560200|		2026/8	6.85
			023328	3032	1106005 |560200|		2026/8	3.40
			023328	2444	1106005 |560200|		2026/8	12.60
			023328	702282	1106005 |560200|		2026/8	4.52
			023328	5	1106005 |560200|		2026/8	6.58
			023328	15W40BULK	1106005 |560210|		2026/8	6.12
			023343	D265	1106000 |560190|		2026/8	42.11

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			023373	ROPE	1105300 |560200|		2026/8	6.42
			023373	00001903414	1105300 |560200|		2026/8	38.92
			023160	7151	1105300 |560200|		2026/8	15.05
			023160	230266	1105300 |560200|		2026/8	10.91
			023160	200679	1105300 |560200|		2026/8	45.38
			023160	15W40BULK	1105300 |560210|		2026/8	39.78
			023162	V063151880	1105300 |560200|		2026/8	123.93
			023162	V052151940	1105300 |560200|		2026/8	-35.51
			023170	V064139810	1105300 |560200|		2026/8	78.69
			023172	4017	1105300 |560200|		2026/8	8.00
			023172	7060	1105300 |560200|		2026/8	4.25
			023172	4579	1105300 |560200|		2026/8	7.11
			023172	2725	1105300 |560200|		2026/8	15.92
			023172	5W20BULK	1105300 |560210|		2026/8	23.66
			023173	31200	1106000 |560210|		2026/8	40.92
			023173	05113	1106000 |560230|		2026/8	16.71
			023451	502	1106000 |560200|		2026/8	45.44
			023451	927658	1106000 |560230|		2026/8	46.02
					Total For Check #	**336511**		**1,225.78**
02/12/2026	336512		23220	AHDWMPHDC1	1105300 |560230|		2026/8	15.68
			23221	20730037	1105300 |560200|		2026/8	28.86
			23222	15730	1105300 |560200|		2026/8	12.12
			23232	485	1106000 |560230|		2026/8	11.06
			23233	9080XL	1106000 |560230|		2026/8	16.67
			23233	34874	1106000 |560230|		2026/8	4.81
			23250	789DEF	1106003 |560210|		2026/8	11.11
			23185	90442	1101200 |560200|		2026/8	19.80
			23186	789DEF	1106000 |560210|		2026/8	11.11
			23200	501	1106000 |560200|		2026/8	17.66
			23200	AHDWMPHDC1	1106000 |560230|		2026/8	7.84
			23207	46AWBULK	1105300 |560210|		2026/8	18.24
			23211	46AWBULK	1105300 |560210|		2026/8	11.40
			023255	90442	1101200 |560200|		2026/8	19.80
			023295	9080XL	1105300 |560230|		2026/8	33.34
			023307	13671	1106000 |560200|		2026/8	11.26
			023311	3562807	1105300 |560200|		2026/8	7.64
			023319	3562807	1105300 |560200|		2026/8	7.64

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				023344	05113	1105310 |560230|		2026/8	16.71
				023358	490	1106000 |560230|		2026/8	13.89
				023375	7709231	1105300 |560230|		2026/8	10.23
				023154	7060	1101200 |560200|		2026/8	4.25
				023154	5W30BULK	1101200 |560210|		2026/8	25.20
				023155	7060	1105300 |560200|		2026/8	4.25
				023155	5W20BULK	1105300 |560210|		2026/8	23.66
				023174	68217041AC	1105300 |560200|		2026/8	22.04
				023480	AHDWMPHDC1	1106000 |560230|		2026/8	7.84
						Total For Check # 336512			**394.11**
02/12/2026	336513			23223	BP1210H1N	1105300 |560200|		2026/8	5.94
				23246	PKA0F3	1106000 |560230|		2026/8	3.64
				23124	C5315X8	1105300 |560200|		2026/8	3.20
				23125	1417927000	1105300 |560200|		2026/8	0.01
				023136	SW050	1105300 |560230|		2026/8	3.29
				023140	PKA0F3	1105300 |560210|		2026/8	3.64
				023141	3157NAN	1105300 |560200|		2026/8	1.20
						Total For Check # 336513			**20.92**
02/12/2026	336519	104	OKLAHOMA MUNICIPAL	16186325	WIMF MUNICIPALITY MEMBERSHIP	1101700 |530110|		2026/6	100.00
						Total For Check # 336519			**100.00**
02/12/2026	336522	1703	PEYDAY REALTY LLC	MARCH 2026	REAL PROPERTY RENTAL OR LEASE	1101700 |540330|		2026/8	4,316.67
						Total For Check # 336522			**4,316.67**
02/12/2026	336524	209	PIONEER FENCE	26-025	Replace 24' x 6' chain link fabric and replace	1106000 |540160|		2026/8	3,253.00
						Total For Check # 336524			**3,253.00**
02/12/2026	336533	5326	GERALD K JIMENEZ	1435	1435 JAN 2026 MAINTENANCE	1106003 |540280|		2026/8	3,080.00
						Total For Check # 336533			**3,080.00**
02/12/2026	336534	201	ROYAL PRINTING	67378	67378	1101310 |550360|		2026/8	287.00
						Total For Check # 336534			**287.00**
02/12/2026	336538	335	SERVICE OKLAHOMA	L1773737944	L1773737944 FEB 3, 2026	1106000 |560230|		2026/8	51.00
						Total For Check # 336538			**51.00**

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02/12/2026	336542	2144	SITE ONE LANDSCAPE SUPPLY	162277617-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/8	56.29
				162008216-001	BLANKET PO FOR IRRIGATION	1106003 |560700|		2026/8	849.75
				161691516-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/8	56.08
						Total For Check # 336542			**962.12**
02/12/2026	336543	303	SMITH FARM & GARDEN CO	110283	UNIT # 19109	1106000 |540200|		2026/8	823.23
						Total For Check # 336543			**823.23**
02/12/2026	336544	3932	SOONER LOCK & KEY INC	118194551	BLANKET PO FOR KEYS	1105300 |560230|		2026/8	156.84
						Total For Check # 336544			**156.84**
02/12/2026	336546	268	SOUTHERN TIRE MART	3500290132	UNIT # 1534	1105300 |540200|		2026/8	310.00
						Total For Check # 336546			**310.00**
02/12/2026	336551	255	TULSA COUNTY CLERK	318	318 FEB 2, 2026	1101700 |550860|		2026/8	380.00
						Total For Check # 336551			**380.00**
02/12/2026	336560	24	WEST THOMSON REUTERS	853146614	853146614 FEB 1, 2026	1101010 |560280|		2026/8	2,393.52
						Total For Check # 336560			**2,393.52**
02/12/2026	336561	1095	WINDSTREAM HOLDINGS II LLC	100642705 01282026	FY26 ANNUAL AGREEMENT	1101700 |550220|		2026/8	305.08
				100738909 02042026	FY26 ANNUAL AGREEMENT	1106002 |550220|		2026/8	156.92
				100738909 02042026	FY26 ANNUAL AGREEMENT	1106004 |550220|		2026/8	346.79
				77376915	FY26 ANNUAL AGREEMENT	1101315 |550540|		2026/8	80.52
						Total For Check # 336561			**889.31**
02/19/2026	336566	4975	JEFFERY JOHNSON	PDR 03022026	PER DIEM CONEXP	1105300 |550030|		2026/8	344.00
						Total For Check # 336566			**344.00**
02/19/2026	336567	1452	KENNETH FARMER	PDR 03022026	PER DIEM CONEXP0	1105300 |550030|		2026/8	344.00
						Total For Check # 336567			**344.00**
02/19/2026	336571	1344	OKLAHOMA UNIFORM BUILDING	JAN 2026	OUBCC FEES	110 |280300|		2026/8	1,528.00
						Total For Check # 336571			**1,528.00**
02/19/2026	336586	999907	OTP - COURT REFUNDS	0000869	844689-1	110 |451020|		2026/8	221.29
						Total For Check # 336586			**221.29**

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02/19/2026	336587			0000874	860346-1	110 |451020|		2026/8	135.32
						Total For Check # 336587			**135.32**
02/19/2026	336588			0000872	443317-1	110 |451020|		2026/8	92.34
						Total For Check # 336588			**92.34**
02/19/2026	336589			0000873	E974999-1	110 |451020|		2026/8	508.62
						Total For Check # 336589			**508.62**
02/19/2026	336590			0000871	746881-1	110 |451020|		2026/8	119.08
						Total For Check # 336590			**119.08**
02/19/2026	336597	4919	ADEMCO INC.	302346837	CAMERA/DOOR PROJECT TC SIGN	1105315 |540070|		2026/8	442.74
						Total For Check # 336597			**442.74**
02/19/2026	336598	149	AMERICAN ELECTRIC	454-130-1-4 01302026	FY26 ANNUAL AGREEMENT 956-454-130-	1105310 |550250|		2026/8	265.31
				827-595-4-4 01292026	FY26 ANNUAL AGREEMENT 955-827-595-	1106002 |550250|		2026/8	4,673.62
				827-595-4-4 01292026	FY26 ANNUAL AGREEMENT 955-827-595-	1106000 |550460|		2026/8	1,312.95
				913-008-1-1 01212026	FY26 ANNUAL AGREEMENT 953-913-008-	1106000 |550250|		2026/8	5,880.16
				913-008-1-1 01212026	FY26 ANNUAL AGREEMENT 953-913-008-	1106000 |550470|		2026/8	4,283.01
				937-903-0-2 02022026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550250|		2026/8	5,624.33
				937-903-0-2 02022026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550400|		2026/8	1,357.24
				937-903-0-2 02022026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550410|		2026/8	1,763.67
				937-903-0-2 02022026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550420|		2026/8	3,328.85
				937-903-0-2 02022026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550430|		2026/8	785.54
						Total For Check # 336598			**29,274.68**
02/19/2026	336600	4940	ALPHA AWARDS AND	INV-2339	ZEINA AZAR NAME PLATE	1101700 |560230|		2026/8	15.00
						Total For Check # 336600			**15.00**
02/19/2026	336601	4935	AMAZON.COM SALES INC	1F99-VH4X-DG7L	Flexible mag strip & DYMO labels-Sarah	1105300 |560030|		2026/8	71.99
				1YW4-FGVD-TQ7J	Flexible mag strip & DYMO labels-Sarah	1105300 |560030|		2026/8	108.24
				1Y1P-F34K-GD9L	Recreation Supplies CPCC	1106002 |560330|		2026/8	57.52
				1CNX-FMMR-J4HK	Recreation Supplies CPCC & RH	1106002 |560330|		2026/8	90.46
				13LK-99FT-PHYK	ITEM: Kleenex Professional Facial Tissue,	1105300 |560230|		2026/8	62.95
				13LK-99FT-PHYK	ITEM: Kleenex Professional Facial Tissue,	1105315 |560230|		2026/8	31.03
				1TRQ-M4K9-9CML	Recreation Supplies NPCC	1106002 |560330|		2026/8	37.05
				1D3Y-36GV-DHDD	Office Supplies	1101102 |560030|		2026/8	5.98

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				1D3Y-36GV-DHDD	Office Supplies	1101102 |560230|		2026/8	35.99
				1GY4-NMWC-34GR	ITEM: BIC Wite-Out Brand Exact Liner	1101800 |560030|		2026/8	20.24
				17M4-LP9Q-9J7H	Ipad Cases-Gary Harrris	1105310 |560230|		2026/8	132.87
				1D3Y-MV9C-J1J6	Recreation Supplies CPCC	1106002 |560330|		2026/8	259.99
				1GKK-LLKY-DJDT	Office Supplies	1101102 |560240|		2026/8	111.00
						Total For Check #	**336601**		**1,025.31**
02/19/2026	336615	19	BROKEN ARROW ELECTRIC	S3449228.001	BLANKET PO FOR MISC ELECTRICAL	1106001 |560180|		2026/8	321.67
						Total For Check #	**336615**		**321.67**
02/19/2026	336617	22	BROKEN ARROW SENIORS INC	42448	42448 FEB 2026	1106002 |550100|		2026/8	3,481.02
						Total For Check #	**336617**		**3,481.02**
02/19/2026	336619	37	CINTAS CORPORATION	5317109207	BLANKET PO FOR ALL DEPARTMENT	1106005 |560230|		2026/8	7.53
				5317393609	BLANKET PO FOR ALL DEPARTMENT	1101800 |560230|		2026/8	74.07
						Total For Check #	**336619**		**81.60**
02/19/2026	336622	1391	CLEAN THE UNIFORM CO	52177710	NEIGHBORHOOD ENEGAGEMENT	1101415 |540310|		2026/8	49.01
				52177717	NAVY MATS FOR MUNICIPAL COURT	1101800 |540330|		2026/8	7.84
				52177714	52177714	1106000 |540310|		2026/8	137.60
				52177714	52177714	1106000 |540330|		2026/8	0.34
				52177224	52177224	1106000 |540310|		2026/8	33.04
				52177224	52177224	1106000 |540330|		2026/8	47.68
				52178328	52178328	1101700 |540330|		2026/8	6.08
				52178332	52178332	1106002 |540330|		2026/8	26.19
						Total For Check #	**336622**		**307.78**
02/19/2026	336624	5323	COLUMN SOFTWARE PBC	B8184531-0010	B8184531-0010	1101700 |550050|		2026/8	205.72
				B8184531-0011	B8184531-0011	1101700 |550050|		2026/8	271.10
				B8184531-0012	B8184531-0012	1101700 |550050|		2026/8	1,213.41
						Total For Check #	**336624**		**1,690.23**
02/19/2026	336627	882	COX COMMUNICATIONS	069285801 01062026	FY26 ANNUAL AGREEMENT 001 6311	1101700 |550540|		2026/8	2,816.94
				069285801 02062026	FY26 ANNUAL AGREEMENT 001 6311	1101700 |550540|		2026/8	1,920.64
						Total For Check #	**336627**		**4,737.58**
02/19/2026	336632	4532	CRYSTAL LAKE FISHERIES, INC	21187	Trout Stocking Event Park	1106002 |560330|		2026/8	1,698.75
				21038	Trout Stocking Event Park	1106002 |560330|		2026/8	2,642.50

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						Total For Check # 336632			**4,341.25**
02/19/2026	336633	634	DELL MARKETING L.P.	10858795875	New Monitor for Dylan in HR	1101102 |560240|		2026/8	942.49
						Total For Check # 336633			**942.49**
02/19/2026	336637	2107	EMPIRE PRINTING	62404A	Uniform hoodies & beanies	1105300 |560100|		2026/8	351.20
				62404A	Uniform hoodies & beanies	1105310 |560100|		2026/8	684.55
				62404A	Uniform hoodies & beanies	1105315 |560100|		2026/8	215.55
				62404B	Uniform hoodies & beanies	1105300 |560100|		2026/8	475.20
				61041	UNIFORM SHIRTS	1105300 |560100|		2026/8	518.25
						Total For Check # 336637			**2,244.75**
02/19/2026	336640	1231	AT&T MOBILITY LLC	19339297X02082026	287319339297X02082026 JAN 31 2026	1101102 |550540|		2026/8	77.69
				19339297X02082026	287319339297X02082026 JAN 31 2026	1101200 |550540|		2026/8	243.24
				19339297X02082026	287319339297X02082026 JAN 31 2026	1101400 |550540|		2026/8	40.54
				19339297X02082026	287319339297X02082026 JAN 31 2026	1101700 |550540|		2026/8	40.54
				19339297X02082026	287319339297X02082026 JAN 31 2026	1106004 |550540|		2026/8	43.54
				19339297X02082026	287319339297X02082026 JAN 31 2026	1105300 |550540|		2026/8	393.27
						Total For Check # 336640			**838.82**
02/19/2026	336641			19128175X02082026	287319128175X02082026	1101300 |550220|		2026/8	47.40
				19128175X02082026	287319128175X02082026	1101415 |550220|		2026/8	617.49
				19128175X02082026	287319128175X02082026	1105310 |550220|		2026/8	19.27
				19128175X02082026	287319128175X02082026	1106000 |550220|		2026/8	38.54
				19128175X02082026	287319128175X02082026	1106005 |550220|		2026/8	46.20
				19128175X02082026	287319128175X02082026	1101010 |550540|		2026/8	18.64
				19128175X02082026	287319128175X02082026	1101102 |550540|		2026/8	81.08
				19128175X02082026	287319128175X02082026	1101200 |550540|		2026/8	764.31
				19128175X02082026	287319128175X02082026	1101300 |550540|		2026/8	156.80
				19128175X02082026	287319128175X02082026	1101310 |550540|		2026/8	7.36
				19128175X02082026	287319128175X02082026	1101400 |550540|		2026/8	143.03
				19128175X02082026	287319128175X02082026	1101410 |550540|		2026/8	153.12
				19128175X02082026	287319128175X02082026	1101415 |550540|		2026/8	510.48
				19128175X02082026	287319128175X02082026	1101501 |550540|		2026/8	87.94
				19128175X02082026	287319128175X02082026	1101700 |550540|		2026/8	227.61
				19128175X02082026	287319128175X02082026	1105300 |550540|		2026/8	14.33
				19128175X02082026	287319128175X02082026	1105310 |550540|		2026/8	563.23
				19128175X02082026	287319128175X02082026	1106000 |550540|		2026/8	254.41

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				19128175X02082026	287319128175X02082026	1106002 |550540|		2026/8	263.12
				19128175X02082026	287319128175X02082026	1106004 |550540|		2026/8	43.54
						Total For Check # 336641			**4,057.90**
02/19/2026	336643	1484	FUN EXPRESS,INC.	74093034801	Supplies for Daddy Daughter Dance Fun	1106002 |560330|		2026/8	411.04
						Total For Check # 336643			**411.04**
02/19/2026	336650	79	GREEN ACRE SOD FARMS	14266	BL;ANKET PO FOR BERMUDA SOD	1106000 |560230|		2026/8	113.00
				14251	BL;ANKET PO FOR BERMUDA SOD	1106000 |560230|		2026/8	119.00
						Total For Check # 336650			**232.00**
02/19/2026	336658	4978	HIPOWER SYSTEMS	2026-022	BLANKET PO FOR BID# 26.122	1101700 |540280|		2026/8	154.27
				2026-022	BLANKET PO FOR BID# 26.122	1101700 |540280|		2026/8	154.28
				2026-022	BLANKET PO FOR BID# 26.122	1105300 |540280|		2026/8	728.98
						Total For Check # 336658			**1,037.53**
02/19/2026	336659	1405	HITCH IT TRAILERS, PARTS,	6262	BLANKET PO FOR MISC ITEMS	1105300 |560230|		2026/8	29.99
				6262	BLANKET PO FOR MISC ITEMS	1105300 |560240|		2026/8	253.99
						Total For Check # 336659			**283.98**
02/19/2026	336662	1582	IMPERIAL LLC	2870:8333035	2870:8333035	1105300 |560230|		2026/8	162.85
				2870:8453361	2870:8453361	1105300 |560230|		2026/8	199.05
				2870:8502380	2870:8502380	1105300 |560230|		2026/8	20.45
				2870:8613905	2870:8613905	1105300 |560230|		2026/8	64.65
						Total For Check # 336662			**447.00**
02/19/2026	336666	5131	KEVIN BEHE	15585	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.58
				15585	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	3.18
				15585	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	1.53
				15585	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	2.67
				15585	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	3.05
				15585	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.76
				15586	CITY COUNCIL 07/14/25	1101200 |540070|		2026/8	0.29
				15586	CITY COUNCIL 07/14/25	1101700 |540070|		2026/8	1.59
				15586	CITY COUNCIL 07/14/25	1105300 |540070|		2026/8	0.76
				15586	CITY COUNCIL 07/14/25	1106000 |540070|		2026/8	1.34
				15586	CITY COUNCIL 07/14/25	1106002 |540070|		2026/8	1.52
				15586	CITY COUNCIL 07/14/25	1106005 |540070|		2026/8	0.38

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					Total For Check # 336666			**17.65**
02/19/2026	336667	124 KIMS INTERNATIONAL	0154986-IN	BLANKET PO - MISC. FITTINGS	1105300 |560200|		2026/8	13.84
					Total For Check # 336667			**13.84**
02/19/2026	336673	537 MCAFEE & TAFT	811588	811588	1101700 |530080|		2026/8	330.00
			811587	811587	1101700 |530080|		2026/8	510.00
					Total For Check # 336673			**840.00**
02/19/2026	336675	140 MIRACLE RECREATION EQUIP	JW-211-26	180 cyds. certified playground engineered	1106000 |560330|		2026/8	5,088.00
					Total For Check # 336675			**5,088.00**
02/19/2026	336676	143 MURRAY WOMBLE INC	SINV018403	BAD CABLE ON GOAL AT CPCC GYM	1106002 |540070|		2026/8	725.00
			SINV018402	WINCH AND CABLES FOR GOAL AT	1106002 |540070|		2026/8	2,480.00
					Total For Check # 336676			**3,205.00**
02/19/2026	336679	25 NAPA AUTO PARTS	23519	601057	1105300 |560200|		2026/8	69.18
			23519	600564	1105300 |560200|		2026/8	34.14
			23519	4479	1105300 |560200|		2026/8	8.88
			23519	7182	1105300 |560200|		2026/8	10.71
			23519	2522414C91	1105300 |560200|		2026/8	67.32
			23519	15W40BULK	1105300 |560210|		2026/8	48.96
			23519	2413	1105300 |560230|		2026/8	6.34
			23528	FF63041NN	1105300 |560200|		2026/8	49.93
			23528	600564	1105300 |560200|		2026/8	-34.14
			23532	702277	1105300 |560230|		2026/8	12.23
			23534	115	1105300 |560230|		2026/8	15.50
			23534	20811	1105300 |560230|		2026/8	24.39
			23534	7060	1105300 |560230|		2026/8	4.25
			23536	115	1105300 |560210|		2026/8	15.50
			23538	1374	1105300 |560210|		2026/8	5.31
			23542	BB5Z7827936A	1105300 |560230|		2026/8	69.47
			23544	7310807	1105300 |560200|		2026/8	7.83
			23545	ALCOHOL	1105315 |560230|		2026/8	30.94
			23549	255162	1105300 |560200|		2026/8	183.33
			23549		1105300 |560200|		2026/8	34.90
			23550	MT34	1105300 |560200|		2026/8	186.44
			023562	122494	1105300 |560200|		2026/8	16.11

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				023562	HDRTU1GAL	1105300 |560200|		2026/8	17.16
				023568	ATR6063	1106003 |560200|		2026/8	31.76
				023572	620400	1105300 |560200|		2026/8	13.24
				023579	24309	1105300 |560200|		2026/8	82.77
				023579	33418	1105300 |560200|		2026/8	27.07
				023580	122319	1105300 |560200|		2026/8	7.14
				023586	23781	1105300 |560200|		2026/8	10.42
				023586	23830	1105300 |560200|		2026/8	10.80
				023586	23899	1105300 |560200|		2026/8	4.60
				023586	23907	1105300 |560200|		2026/8	4.63
				23499	75500	1105300 |560210|		2026/8	4.91
				23510	RTU1GAL	1106000 |560210|		2026/8	25.83
				23511	HPI350040	1106000 |560210|		2026/8	29.68
						Total For Check #	**336679**		**1,137.53**
02/19/2026	336684	98	OKLAHOMA NATURAL GAS CO	267746591 01302026	213955901267746591 JAN 30 2026	1101700 |550240|		2026/8	166.73
				267746591 01302026	213955901267746591 JAN 30 2026	1105300 |550240|		2026/8	243.35
				267746591 01302026	213955901267746591 JAN 30 2026	1106004 |550240|		2026/8	408.63
				267746591 01302026	213955901267746591 JAN 30 2026	1101315 |550240|		2026/8	64.00
				267746591 01302026	213955901267746591 JAN 30 2026	1106004 |550240|		2026/8	133.35
				267746591 01302026	213955901267746591 JAN 30 2026	1106004 |550240|		2026/8	589.06
				267746591 01302026	213955901267746591 JAN 30 2026	1101200 |550240|		2026/8	324.93
				267746591 01302026	213955901267746591 JAN 30 2026	1106001 |550240|		2026/8	274.74
				267746591 01302026	213955901267746591 JAN 30 2026	1106002 |550240|		2026/8	29.84
				267746591 01302026	213955901267746591 JAN 30 2026	1101700 |550240|		2026/8	481.79
				267746591 01302026	213955901267746591 JAN 30 2026	1101700 |550240|		2026/8	376.40
				267746591 01302026	213955901267746591 JAN 30 2026	1106002 |550240|		2026/8	794.17
				267746591 01302026	213955901267746591 JAN 30 2026	1106000 |550240|		2026/8	224.99
				267746591 01302026	213955901267746591 JAN 30 2026	1105300 |550240|		2026/8	248.00
				267746591 01302026	213955901267746591 JAN 30 2026	1106005 |550240|		2026/8	122.75
				267746591 01302026	213955901267746591 JAN 30 2026	1106002 |550240|		2026/8	29.84
				267746591 01302026	213955901267746591 JAN 30 2026	1106002 |550240|		2026/8	1,550.32
				267746591 01302026	213955901267746591 JAN 30 2026	1101700 |550240|		2026/8	30.42
						Total For Check #	**336684**		**6,093.31**
02/19/2026	336685	170	OKLAHOMA STATE DEPT. OF	LIC#2705 MARCH 2026	LIC#2705	1106002 |530110|		2026/8	75.00
				LIC#1062 JULY 2026	LIC#1062 JULY 2026	1106002 |530110|		2026/8	75.00
				LIC#1070 JULY 2026	LIC#1070 JULY 2026	1106002 |530110|		2026/8	75.00

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				LIC#2706 MARCH 2026	LIC#2706 MARCH 2026	1106002 |530110|		2026/8	75.00
						Total For Check # 336685			**300.00**
02/19/2026	336688	96	OTA PIKEPASS CENTER	20260195446	20260195446 ACCT 15506	1101102 |550030|		2026/8	1.04
				20260195446	20260195446 ACCT 15506	1105310 |550030|		2026/8	10.88
				20260195446	20260195446 ACCT 15506	1101200 |550030|		2026/8	4.86
				20260195446	20260195446 ACCT 15506	1101310 |550030|		2026/8	0.81
				20260195446	20260195446 ACCT 15506	1101415 |550030|		2026/8	7.22
				20260195446	20260195446 ACCT 15506	1101700 |550030|		2026/8	32.63
				20260195446	20260195446 ACCT 15506	1101800 |550030|		2026/8	2.54
				20260195446	20260195446 ACCT 15506	1105300 |550030|		2026/8	128.68
				20260195446	20260195446 ACCT 15506	1106000 |550030|		2026/8	51.20
						Total For Check # 336688			**239.86**
02/19/2026	336690	5506	THE PEOPLE PERSPECTIVE	1314	SITUATIONAL AND SELF AWARENESS	1101102 |530870|		2026/8	1,500.00
						Total For Check # 336690			**1,500.00**
02/19/2026	336694	736	PENSKE COMMERCIAL	12589538	UNIT 2333 - JEFF BOHNER	1105300 |540200|		2026/8	769.62
						Total For Check # 336694			**769.62**
02/19/2026	336696	4949	PROFESSIONAL TURF	1690363-00	1690363-00	1106000 |560230|		2026/8	84.74
						Total For Check # 336696			**84.74**
02/19/2026	336698	1493	RED WING BRANDS OF	959ST1-3213106	BLANKET - SAFETY SHOES	1105310 |560100|		2026/8	-200.00
				754ST1-3282621	BLANKET - SAFETY SHOES	1101415 |560100|		2026/8	200.00
						Total For Check # 336698			**0.00**
02/19/2026	336702	201	ROYAL PRINTING	67391	ECONOMIC DEVELOPMENT RACK	1101315 |550360|		2026/8	128.00
				67401	67401	1101310 |550360|		2026/8	2,530.00
						Total For Check # 336702			**2,658.00**
02/19/2026	336707	2144	SITE ONE LANDSCAPE SUPPLY	161798084-001	BLANKET PO FOR IRRIGATION	1106000 |560270|		2026/8	180.00
				162314402-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/8	61.03
				162314687-001	BLANKET PO FOR IRRIGATION	1106003 |560230|		2026/8	17.23
				162324583-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/8	23.87
				162333607-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/8	14.52
				162230057-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/8	63.73
				162230057-001	BLANKET PO FOR IRRIGATION	1106000 |560230|		2026/8	11.98

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				162326633-001	BLANKET PO FOR IRRIGATION	1106003 |560230|		2026/8	27.79
				162363142-001	BLANKET PO FOR IRRIGATION	1106000 |560230|		2026/8	290.21
						Total For Check # 336707			**690.36**
02/19/2026	336708	303	SMITH FARM & GARDEN CO	113197	BLANKET PO FOR MISC. PARTS	1106000 |560230|		2026/8	20.99
				113197	BLANKET PO FOR MISC. PARTS	1106000 |560310|		2026/8	20.90
						Total For Check # 336708			**41.89**
02/19/2026	336709	1081	SOUTHERN AGRICULTURE	845588	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/8	31.94
						Total For Check # 336709			**31.94**
02/19/2026	336712	308	SUNGLOW INCORPORATED	SU26033	WINDOW TINT FOR SIGN SHOP OFFICE	1105315 |540070|		2026/8	1,650.00
						Total For Check # 336712			**1,650.00**
02/19/2026	336714	5436	THE ORSUS GROUP, INC	45171	45171	1101102 |530870|		2026/8	885.60
						Total For Check # 336714			**885.60**
02/19/2026	336717	949	TULSA WINNELSON COMPANY	667946 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/8	63.25
						Total For Check # 336717			**63.25**
02/19/2026	336720	2487	TYLER TECHNOLOGIES INC	045-550030	MUNIS MAINTENANCE VENDOR ACCESS	1101501 |540550|		2026/8	961.44
						Total For Check # 336720			**961.44**
02/19/2026	336726	376	WAGONER COUNTY CLERK	26-676	GILINGS AT THE COURT HOUSE JAN 31,	1101700 |550860|		2026/8	18.00
				26-754	FILINGS AT THE COURT HOUSE JAN 31,	1101700 |550860|		2026/8	18.00
				26-873	FILINGS AT THE COURT HOUSE JAN 31,	1101700 |550860|		2026/8	18.00
				26-1100	FILINGS AT THE COURT HOUSE JAN 31,	1101700 |550860|		2026/8	72.00
				26-93	FILINGS AT THE COURT HOUSE JAN 31,	1101700 |550860|		2026/8	18.00
				26-103	FILINGS AT THE COURT HOUSE JAN 31,	1101700 |550860|		2026/8	18.00
				26-105	FILINGS AT THE COURT HOUSE JAN 31,	1101700 |550860|		2026/8	18.00
				26-400	FILINGS AT THE COURT HOUSE JAN 31,	1101700 |550860|		2026/8	24.00
				26-401	FILINGS AT THE COURT HOUSE JAN 31,	1101700 |550860|		2026/8	18.00
				26-627	FILINGS AT THE COURT HOUSE JAN 31,	1101700 |550860|		2026/8	36.00
						Total For Check # 336726			**258.00**
						Total For Fund 110			**174,198.66**
						Number of Invoices For Fund 110			**697**

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02/12/2026	336447	16 BANK OF OKLAHOMA	0000QGJDD000	2021C CWORF/2021B FAP PERIOD	2215410 |581050|		2026/8	500.00
			0000QGJDD000	2021C CWORF/2021B FAP PERIOD	2215410 |581050|		2026/8	750.00
					Total For Check # 336447			**1,250.00**
					Total For Fund 221			**1,250.00**
					Number of Invoices For Fund 221			**2**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/12/2026	336450	4666	BLUEJAY PROPERTIES LLC	MARCH 2026	REAL PROPERTY RENTAL OR LEASE	2271700 |540330|		2026/8	1,750.00
						Total For Check #	**336450**		**1,750.00**
02/12/2026	336494	5131	KEVIN BEHE	15540	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.72
				15531	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.43
				15532	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.43
				15533	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.43
				15537	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	0.86
				15536	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.72
				15534	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.72
				15535	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.72
				15538	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	0.86
				15539	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.86
				15543	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.14
				15542	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.14
				15530	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.15
				15545	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	3.72
				15546	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.43
						Total For Check #	**336494**		**23.33**
02/12/2026	336534	201	ROYAL PRINTING	67315	67315 JAN 15, 2026	2271700 |550360|		2026/8	78.00
						Total For Check #	**336534**		**78.00**
02/12/2026	336561	1095	WINDSTREAM HOLDINGS II LLC	77376915	FY26 ANNUAL AGREEMENT	2271700 |550540|		2026/8	80.52
						Total For Check #	**336561**		**80.52**
02/19/2026	336666	5131	KEVIN BEHE	15585	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	2.29
				15586	CITY COUNCIL 07/14/25	2271700 |540070|		2026/8	1.15
						Total For Check #	**336666**		**3.44**
02/19/2026	336684	98	OKLAHOMA NATURAL GAS CO	267746591 01302026	213955901267746591 JAN 30 2026	2271700 |550240|		2026/8	64.01
						Total For Check #	**336684**		**64.01**
02/19/2026	336687	468	OKLAHOMA TOURISM &	73-26RT66G-133	ADVERTISING ROUT 66 2026	2271700 |530870|		2026/8	6,750.00
				73-26RT66GPP-133	ADVERTISING ROUTE 66 2026	2271700 |530870|		2026/8	14,000.00
				73-TG26-133	ADVERTISING STATE TRAVEL GUIDE	2271700 |530870|		2026/8	7,470.00
						Total For Check #	**336687**		**28,220.00**

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
					Total For Fund 227			30,219.30
					Number of Invoices For Fund 227			24

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02/12/2026	336451	5206 EUROTEX MOTORS LLC	407143	CITY COUNCIL APPROVED 10/21/25	3293001 |570020|	2630060	2026/7	32,900.00
					Total For Check # 336451			**32,900.00**
02/19/2026	336593	1335 911 CUSTOM	62033	FY26 Explorers-City Council Approval	3293001 |570020|	2630010	2026/8	14,987.49
					Total For Check # 336593			**14,987.49**
02/19/2026	336672	4341 MATRIX CONSULTING GROUP,	1807-25	Matrix Consulting for Fleet Study	3291700 |530870|		2026/8	16,020.00
					Total For Check # 336672			**16,020.00**
					Total For Fund 329			**63,907.49**
					Number of Invoices For Fund 329			**3**

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02/12/2026	336475	1016	FEDEX FREIGHT	RVSK00128082	RVSK00128082 FEB 4, 2026	3301200 |570170|	2612060	2026/8	7.13
						Total For Check # 336475			**7.13**
02/12/2026	336484	79	GREEN ACRE SOD FARMS	14135	BL;ANKET PO FOR BERMUDA SOD	3306000 |570150|	2660190	2026/8	380.00
						Total For Check # 336484			**380.00**
02/12/2026	336504	5140	CHANCE MATTHEWS	INV0451	CIP Project #BC61070 - Repaint golf shop	3306102 |570150|	BC61070	2026/8	2,475.00
						Total For Check # 336504			**2,475.00**
02/12/2026	336509	888	NAFECO	1377742	Suppression tool restock-nafeco	3303501 |570170|	2635060	2026/8	577.92
						Total For Check # 336509			**577.92**
02/12/2026	336526	3363	PROFESSIONAL AMBULANCE	107-2960	RMT TBD 2025-2026 Ford F550 RMT 1970	3303502 |570020|	2635170	2026/8	2,500.00
				107-3101	RMT TBD 2025-2026 Ford F550 RMT 1970	3303502 |570020|	2635170	2026/8	183,296.00
				107-2960 11/03/2025	RMT TBD 2025-2026 Ford F550 RMT 1970	3303502 |570020|	2635170	2026/8	2,500.00
						Total For Check # 336526			**188,296.00**
02/12/2026	336537	1263	SELSER SCHAEFER	2512028	City Hall 2417170	3301700 |570160|	2417170	2026/8	24,444.66
						Total For Check # 336537			**24,444.66**
02/12/2026	336555	1496	TWIN CITIES READY MIX INC	316546	BLANKET PO FOR MISC	3306000 |570150|	2660190	2026/8	1,224.00
						Total For Check # 336555			**1,224.00**
02/19/2026	336677	3669	MYERS-CHERRY	PA 1 203019	Jail Expansion Contract	3303008 |570150|	203019	2026/8	108,363.75
						Total For Check # 336677			**108,363.75**
02/19/2026	336686	5624	OKLAHOMA STATEWIDE	1925	TANKLESS WATER HEATERS FOR FIRE	3303501 |570150|	2635240	2026/8	13,786.00
						Total For Check # 336686			**13,786.00**
02/19/2026	336720	2487	TYLER TECHNOLOGIES INC	045-551664	EXECUTIME ADVANCED SCHEDULING	3301102 |570170|	2611010	2026/8	900.00
				045-550503	EXECUTIME ADVANCED SCHEDULING	3301102 |570170|	2611010	2026/8	900.00
				045-552354	045-552354	3301102 |570170|	2611010	2026/8	900.00
						Total For Check # 336720			**2,700.00**
						Total For Fund 330			**342,254.46**
						Number of Invoices For Fund 330			**14**

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02/12/2026	336438	149	AMERICAN ELECTRIC	662-793-0-3 01212026	FY26 ANNUAL AGREEMENT SINGLES	3425300 |550250|		2026/8	181.98
				111-611-0-2 02022026	FY26 ANNUAL AGREEMENT - SINGLES	3425300 |550250|		2026/8	29,071.74
						Total For Check # 336438			**29,253.72**
02/12/2026	336454	19	BROKEN ARROW ELECTRIC	S3454002.001	BLANKET PO FOR MISC ELECTRICAL	3425300 |560230|		2026/8	424.93
						Total For Check # 336454			**424.93**
02/12/2026	336500	131	LOCKE SUPPLY COMPANY	57473545-00	BLANKET PO FOR PLUMBING &	3425300 |560230|		2026/8	26.09
				57372583-00	BLANKET PO FOR PLUMBING &	3425300 |560230|		2026/8	40.06
						Total For Check # 336500			**66.15**
02/12/2026	336510	25	NAPA AUTO PARTS	23189	DCM0100	3425300 |560350|		2026/8	1,060.00
						Total For Check # 336510			**1,060.00**
02/19/2026	336598	149	AMERICAN ELECTRIC	983-871-0-9 01302026	FY26 ANNUAL AGREEMENT 954-983-871-	3425300 |550250|		2026/8	23.97
				452-844-0-4 02032026	FY26 ANNUAL AGREEMENT SIGNALS	3425300 |550250|		2026/8	2,551.32
				913-008-1-1 01212026	FY26 ANNUAL AGREEMENT 953-913-008-	3425300 |550250|		2026/8	167.19
						Total For Check # 336598			**2,742.48**
02/19/2026	336641	1231	AT&T MOBILITY LLC	19128175X02082026	287319128175X02082026	3425300 |560240|		2026/8	1,112.38
						Total For Check # 336641			**1,112.38**
02/19/2026	336691	91	PINKLEY SALES COMPANY	23750	LED Drivers-Gary Harris	3425300 |560230|		2026/8	2,170.00
						Total For Check # 336691			**2,170.00**
						Total For Fund 342			**36,829.66**
						Number of Invoices For Fund 342			**11**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/12/2026	336377	856	AMERICAN FIDELITY	189029	Payroll Run 1 - Warrant 260130	344 |218420|		2026/7	200.28
				189029	Payroll Run 1 - Warrant 260130	344 |218430|		2026/7	180.50
						Total For Check # 336377			**380.78**
02/12/2026	336378	4633	COLONIAL LIFE & ACCIDENT	189035	Payroll Run 1 - Warrant 260130	344 |218590|		2026/7	2,794.92
						Total For Check # 336378			**2,794.92**
02/12/2026	336379	1319	COMMUNITY CARE EAP	189031	Payroll Run 1 - Warrant 260130	344 |218560|		2026/7	254.66
						Total For Check # 336379			**254.66**
02/12/2026	336380	3964	DAWSON BRADLEY	EMP 02072026	EMPLOYEE REIMBURSEMENT - FEB 7,	3443001 |530110|		2026/8	145.00
						Total For Check # 336380			**145.00**
02/12/2026	336383	1550	GENESIS HEALTH CLUBS	189032	Payroll Run 1 - Warrant 260130	344 |218150|		2026/7	612.26
						Total For Check # 336383			**612.26**
02/12/2026	336385	159	PRE-PAID LEGAL SERVICES,	189028	Payroll Run 1 - Warrant 260130	344 |218100|		2026/7	1,013.74
						Total For Check # 336385			**1,013.74**
02/12/2026	336387	4905	METROPOLITAN LIFE	189037	Payroll Run 1 - Warrant 260130	344 |218340|		2026/7	1,207.05
				189037	Payroll Run 1 - Warrant 260130	344 |218480|		2026/7	3,892.68
				189037	Payroll Run 1 - Warrant 260130	344 |218590|		2026/7	677.66
						Total For Check # 336387			**5,777.39**
02/12/2026	336426	2751	STEPHEN DAY	TRR FA2025	TUITION REIMBURSEMENT REQUEST	3443001 |530110|		2026/8	1,200.00
						Total For Check # 336426			**1,200.00**
02/12/2026	336427	360	STEVE BRADLEY	T&A 01092026	TRAVEL & ACCOMMODIATION JAN 09,	3443006 |550030|		2026/8	146.83
						Total For Check # 336427			**146.83**
02/12/2026	336428	1987	SURENCY LIFE & HEALTH INS.	189033	Payroll Run 1 - Warrant 260130	344 |218460|		2026/7	295.75
						Total For Check # 336428			**295.75**
02/12/2026	336434	5635	VISION SERVICE PLAN	189036	Payroll Run 1 - Warrant 260130	344 |218240|		2026/7	4,174.60
						Total For Check # 336434			**4,174.60**
02/12/2026	336436	5216	918 WRECKER SERVICE INC.	26-318081	26-318081 FEB 4, 2026	3443001 |540200|		2026/8	60.00
				26-318138	26-318138 FEB 4, 2026	3443001 |540200|		2026/8	60.00

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						Total For Check # 336436			**120.00**
02/12/2026	336438	149	AMERICAN ELECTRIC	086-363-1-7 01162026	FY26 ANNUAL AGREEMENT - SINGLES	3443001 |550250|		2026/8	29.58
				757-559-0-9 01212026	FY26 ANNUAL AGREEMENT SINGLES	3443001 |550250|		2026/8	222.16
				234-103-0-2 02022026	FY26 ANNUAL AGREEMENT 959-234-103-	3443001 |550250|		2026/8	17,211.68
				234-103-0-2 02022026	FY26 ANNUAL AGREEMENT 959-234-103-	3443009 |550250|		2026/8	2,056.07
						Total For Check # 336438			**19,519.49**
02/12/2026	336441	4935	AMAZON.COM SALES INC	1HWV-VKHY-LPGH	Replacement Headlamps for Unit 1314,	3443001 |560200|		2026/8	357.35
				1P6N-YF79-RJGW	Car Dollies for PD Range	3443001 |560240|		2026/8	369.39
				1LG9-Y6RP-4VL4	Replacement Electronic Stapler for Tracy	3443001 |560240|		2026/8	318.38
				1R1J-4NFT-G3JV	Cart for Front Reception Area	3443010 |560230|		2026/8	89.97
				1YM3-1N4X-7G1G	Replacement Lift table	3443009 |560240|		2026/8	699.00
				1TT4-JP3K-CX4R	Antennas Siren Encryption Project	3443003 |570170|	2630220	2026/8	355.29
						Total For Check # 336441			**2,189.38**
02/12/2026	336451	5206	EUROTEX MOTORS LLC	62061	Maintenance for Unit 1890	3443001 |540200|		2026/7	638.22
				63051 11/25/2025	12k Mile Service for Unit 2427	3443001 |540200|		2026/8	2,237.03
						Total For Check # 336451			**2,875.25**
02/12/2026	336455	207	BROKEN ARROW FRATERNAL	JAN 2026	JAN 2026 BANQUEST ROOM FEE 2026	3443001 |540330|		2026/8	2,500.00
						Total For Check # 336455			**2,500.00**
02/12/2026	336457	4584	BROKEN ARROW PET RESORT	37146	37146	3443001 |530870|		2026/8	126.00
						Total For Check # 336457			**126.00**
02/12/2026	336459	5454	CARDS NEO, LLC	334078	Trash/Recycling Service for PSC FY26	3443001 |540070|		2026/8	302.50
						Total For Check # 336459			**302.50**
02/12/2026	336463	1391	CLEAN THE UNIFORM CO	52177226	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/8	5.14
				52177227	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/8	5.22
						Total For Check # 336463			**10.36**
02/12/2026	336467	4896	WA BUTLR COMPANY	ER29411	Medical Supplies & Medicine for the Animal	3443009 |560230|		2026/8	497.98
						Total For Check # 336467			**497.98**
02/12/2026	336480	5026	DALE GRAHAM	300	300 JAN 21, 2026	3443001 |540070|		2026/8	100.00
				301	301 JAN 26, 2026	3443001 |540070|		2026/8	1,560.00

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						Total For Check # 336480			1,660.00
02/12/2026	336487	5440	HHM FACILITY MANAGEMENT,	169591	CUSTODIAL BID# 25.161	3443001 |540070|		2026/8	70.22
				169591	CUSTODIAL BID# 25.161	3443008 |540070|		2026/8	17.02
				169591	CUSTODIAL BID# 25.161	3443009 |540070|		2026/8	10.64
				169592	CUSTODIAL BID# 25.161	3443001 |540070|		2026/8	356.03
				169592	CUSTODIAL BID# 25.161	3443008 |540070|		2026/8	86.31
				169592	CUSTODIAL BID# 25.161	3443009 |540070|		2026/8	53.94
				169593	CUSTODIAL BID# 25.161	3443001 |540070|		2026/8	316.47
				169593	CUSTODIAL BID# 25.161	3443008 |540070|		2026/8	76.72
				169593	CUSTODIAL BID# 25.161	3443009 |540070|		2026/8	47.95
				169594	CUSTODIAL BID# 25.161	3443001 |540070|		2026/8	276.91
				169594	CUSTODIAL BID# 25.161	3443008 |540070|		2026/8	67.13
				169594	CUSTODIAL BID# 25.161	3443009 |540070|		2026/8	41.96
				169595	CUSTODIAL BID# 25.161	3443001 |540070|		2026/8	25.71
				169595	CUSTODIAL BID# 25.161	3443008 |540070|		2026/8	6.23
				169595	CUSTODIAL BID# 25.161	3443009 |540070|		2026/8	3.90
				169596	CUSTODIAL BID# 25.161	3443001 |540070|		2026/8	110.77
				169596	CUSTODIAL BID# 25.161	3443008 |540070|		2026/8	26.85
				169596	CUSTODIAL BID# 25.161	3443009 |540070|		2026/8	16.78
				169597	CUSTODIAL BID# 25.161	3443001 |540070|		2026/8	189.88
				169597	CUSTODIAL BID# 25.161	3443008 |540070|		2026/8	46.03
				169597	CUSTODIAL BID# 25.161	3443009 |540070|		2026/8	28.77
				169598	CUSTODIAL BID# 25.161	3443001 |540070|		2026/8	197.79
				169598	CUSTODIAL BID# 25.161	3443008 |540070|		2026/8	47.95
				169598	CUSTODIAL BID# 25.161	3443009 |540070|		2026/8	29.97
				169599	CUSTODIAL BID# 25.161	3443001 |540070|		2026/8	247.24
				169599	CUSTODIAL BID# 25.161	3443008 |540070|		2026/8	59.94
				169599	CUSTODIAL BID# 25.161	3443009 |540070|		2026/8	37.46
				169600	CUSTODIAL BID# 25.161	3443001 |540070|		2026/8	979.08
				169600	CUSTODIAL BID# 25.161	3443008 |540070|		2026/8	237.36
				169600	CUSTODIAL BID# 25.161	3443009 |540070|		2026/8	148.34
				169601	CUSTODIAL BID# 25.161	3443001 |540070|		2026/8	47.47
				169601	CUSTODIAL BID# 25.161	3443008 |540070|		2026/8	11.51
				169601	CUSTODIAL BID# 25.161	3443009 |540070|		2026/8	7.19
				169602	CUSTODIAL BID# 25.161	3443001 |540070|		2026/8	79.12
				169602	CUSTODIAL BID# 25.161	3443008 |540070|		2026/8	19.18
				169602	CUSTODIAL BID# 25.161	3443009 |540070|		2026/8	11.99

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			169603	CUSTODIAL BID# 25.161	3443001 |540070|		2026/8	296.69
			169603	CUSTODIAL BID# 25.161	3443008 |540070|		2026/8	71.93
			169603	CUSTODIAL BID# 25.161	3443009 |540070|		2026/8	44.95
			169604	CUSTODIAL BID# 25.161	3443001 |540070|		2026/8	69.23
			169604	CUSTODIAL BID# 25.161	3443008 |540070|		2026/8	16.78
			169604	CUSTODIAL BID# 25.161	3443009 |540070|		2026/8	10.49
			169605	CUSTODIAL BID# 25.161	3443001 |540070|		2026/8	593.39
			169605	CUSTODIAL BID# 25.161	3443008 |540070|		2026/8	143.85
			169605	CUSTODIAL BID# 25.161	3443009 |540070|		2026/8	89.91
					Total For Check # 336487			**5,375.03**
02/12/2026	336492	23 J D YOUNG COMPANY INC	1316555	LEASE & USAGE CHARGE FY26	3443001 |540330|		2026/8	384.45
			1316555	LEASE & USAGE CHARGE FY26	3443006 |540330|		2026/8	94.06
			1316555	LEASE & USAGE CHARGE FY26	3443008 |540330|		2026/8	87.60
			1316555	LEASE & USAGE CHARGE FY26	3443009 |540330|		2026/8	87.60
			1316555	LEASE & USAGE CHARGE FY26	3443010 |540330|		2026/8	208.24
			1316555	LEASE & USAGE CHARGE FY26	3443001 |540550|		2026/8	493.16
			1316555	LEASE & USAGE CHARGE FY26	3443006 |540550|		2026/8	54.70
			1316555	LEASE & USAGE CHARGE FY26	3443009 |540550|		2026/8	5.99
			1316555	LEASE & USAGE CHARGE FY26	3443010 |540550|		2026/8	74.56
			1316555	LEASE & USAGE CHARGE FY26	3443001 |560230|		2026/8	11.01
			1316555	LEASE & USAGE CHARGE FY26	3443006 |560230|		2026/8	2.70
			1316555	LEASE & USAGE CHARGE FY26	3443008 |560230|		2026/8	5.50
			1316555	LEASE & USAGE CHARGE FY26	3443009 |560230|		2026/8	2.70
			1316555	LEASE & USAGE CHARGE FY26	3443010 |560230|		2026/8	2.70
					Total For Check # 336492			**1,514.97**
02/12/2026	336494	5131 KEVIN BEHE	15540	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	4.43
			15540	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.29
			15531	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	3.69
			15531	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.24
			15532	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	3.69
			15532	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.24
			15533	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	3.70
			15533	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.24
			15537	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	2.22
			15537	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.14
			15536	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	4.43

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				15536	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.29
				15534	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	4.43
				15534	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.29
				15535	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	4.43
				15535	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.29
				15538	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	2.22
				15538	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.14
				15539	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	4.80
				15539	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.31
				15543	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	2.96
				15543	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.19
				15542	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	2.96
				15542	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.19
				15530	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	2.96
				15530	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.19
				15545	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	9.61
				15545	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.62
				15546	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	3.69
				15546	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.24
						Total For Check # 336494			**64.12**
02/12/2026	336500	131	LOCKE SUPPLY COMPANY	57389279-00	BLANKET PO FOR PLUMBING &	3443001 |570170|	2530070	2026/8	940.39
						Total For Check # 336500			**940.39**
02/12/2026	336501	2355	LOCKEDINRN	02022026	Visiting Nurse	3443008 |530870|		2026/8	307.08
				012226	Visiting Nurse	3443008 |530870|		2026/8	307.08
						Total For Check # 336501			**614.16**
02/12/2026	336503	3658	MALLORY SAFETY AND SUPPLY	6340688	Recruit Academy Ballistic Vest Pouches	3443001 |560100|		2026/8	565.96
						Total For Check # 336503			**565.96**
02/12/2026	336510	25	NAPA AUTO PARTS	23248	DG1Z1015ACP	3443001 |560200|		2026/8	142.02
				23251	MTP35	3443001 |560200|		2026/8	141.98
				23126	84856654	3443001 |560200|		2026/8	658.40
				023268	2607470	3443001 |560200|		2026/8	113.87
				023268	2607471	3443001 |560200|		2026/8	113.87
				023281	F005384	3443001 |560190|		2026/8	604.16
				023286	FT8825	3443001 |560200|		2026/8	56.16

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			023286	FT880983	3443001 |560200|		2026/8	125.88
			023286	FT880982	3443001 |560200|		2026/8	198.94
			023286	FT8855	3443001 |560200|		2026/8	57.24
			023287	52014787AC	3443001 |560200|		2026/8	723.61
			023334	F011688	3443001 |560190|		2026/8	284.26
			023334	68406529AB	3443001 |560190|		2026/8	134.44
			023334	68206561AA	3443001 |560200|		2026/8	395.83
			023355	F013868	3443001 |560190|		2026/8	386.56
			023374	F012114	3443001 |560190|		2026/8	136.43
			023460	MTP65HD	3443001 |560200|		2026/8	153.07
			023461	MTP65HD	3443001 |560200|		2026/8	153.07
			023462	MTP48H6	3443001 |560200|		2026/8	155.89
			023463	MTX48H6	3443001 |560200|		2026/8	244.82
					Total For Check # 336510			**4,980.50**
02/12/2026	336511		23243	2693903	3443001 |560200|		2026/8	62.67
			23243	2693904	3443001 |560200|		2026/8	38.67
			23190	9080XL	3443001 |560200|		2026/8	16.67
			23190	7502	3443001 |560200|		2026/8	4.25
			23190	20811	3443001 |560210|		2026/8	24.39
			23190	115	3443001 |560210|		2026/8	15.50
			23190	5W20BULK	3443001 |560210|		2026/8	20.28
			23192	MTP65HD	3443001 |560200|		2026/8	126.40
			23198	MTP94RH7	3443001 |560200|		2026/8	117.58
			23208	4068	3443001 |560200|		2026/8	5.32
			23208	7502	3443001 |560200|		2026/8	4.25
			23208	6935	3443001 |560200|		2026/8	9.55
			23208	6011G	3443001 |560200|		2026/8	8.87
			23208	6022PP	3443001 |560200|		2026/8	10.74
			23208	6026PP	3443001 |560200|		2026/8	12.64
			23208	20811	3443001 |560210|		2026/8	24.39
			23208	115	3443001 |560210|		2026/8	15.50
			23208	5W20BULK	3443001 |560210|		2026/8	20.28
			23115	230655	3443001 |560200|		2026/8	9.06
			23115	7502	3443001 |560200|		2026/8	4.25
			23115	200316	3443001 |560200|		2026/8	12.73
			23115	20811	3443001 |560210|		2026/8	24.39
			23115	115	3443001 |560210|		2026/8	15.50

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			23115	5W30BULK	3443001 |560210|		2026/8	50.40
			023266	7502	3443001 |560200|		2026/8	4.25
			023266	4068	3443001 |560200|		2026/8	5.32
			023266	6935	3443001 |560200|		2026/8	9.55
			023266	BB5Z17603A	3443001 |560200|		2026/8	35.24
			023266	20811	3443001 |560210|		2026/8	24.39
			023266	115	3443001 |560210|		2026/8	15.50
			023266	5W20BULK	3443001 |560210|		2026/8	20.28
			023270	MTP65HD	3443001 |560200|		2026/8	126.40
			023271	7502	3443001 |560200|		2026/8	4.25
			023271	20811	3443001 |560210|		2026/8	24.39
			023271	115	3443001 |560210|		2026/8	15.50
			023271	5W20BULK	3443001 |560210|		2026/8	20.28
			023285	7526	3443001 |560200|		2026/8	4.25
			023285	20811	3443001 |560210|		2026/8	24.39
			023285	115	3443001 |560210|		2026/8	15.50
			023285	5W20BULK	3443001 |560210|		2026/8	20.28
			023290	1522	3443001 |560200|		2026/8	4.25
			023290	4780	3443001 |560200|		2026/8	8.00
			023290	9115	3443001 |560200|		2026/8	10.21
			023290	5W30BULK	3443001 |560210|		2026/8	16.80
			023290	20811	3443001 |560210|		2026/8	24.39
			023290	115	3443001 |560210|		2026/8	15.50
			023293	MTP65HD	3443001 |560200|		2026/8	126.40
			023304	5W30BULK	3443001 |560200|		2026/8	21.00
			023304	1358	3443001 |560200|		2026/8	6.36
			023304	20811	3443001 |560210|		2026/8	24.39
			023304	115	3443001 |560210|		2026/8	15.50
			023312	6044	3443001 |560200|		2026/8	7.42
			023312	9352	3443001 |560200|		2026/8	6.23
			023312	6014HB	3443001 |560200|		2026/8	15.11
			023312	6012J	3443001 |560200|		2026/8	7.12
			023312	60261B	3443001 |560200|		2026/8	12.64
			023317	7060	3443001 |560200|		2026/8	4.25
			023317	4211	3443001 |560200|		2026/8	14.22
			023317	200414	3443001 |560200|		2026/8	18.16
			023317	0W20BULK	3443001 |560210|		2026/8	17.90
			023317	20811	3443001 |560210|		2026/8	24.39

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			023317	115	3443001 |560210|		2026/8	15.50
			023365	7060	3443001 |560200|		2026/8	4.25
			023365	20811	3443001 |560210|		2026/8	24.39
			023365	115	3443001 |560210|		2026/8	15.50
			023365	5W20BULK	3443001 |560210|		2026/8	23.66
			023366	7502	3443001 |560200|		2026/8	8.50
			023366	20811	3443001 |560210|		2026/8	48.78
			023366	115	3443001 |560210|		2026/8	31.00
			023366	5W20BULK	3443001 |560210|		2026/8	20.28
			023366	2413	3443001 |560230|		2026/8	6.34
			023367	7060	3443001 |560200|		2026/8	4.25
			023367	20811	3443001 |560210|		2026/8	24.39
			023367	115	3443001 |560210|		2026/8	15.50
			023367	5W20BULK	3443001 |560210|		2026/8	23.66
			023371	FB5Z17A605B	3443001 |560200|		2026/8	42.22
			023372	MT75	3443001 |560200|		2026/8	107.29
			023387	7502	3443001 |560200|		2026/8	4.25
			023387	20811	3443001 |560210|		2026/8	24.39
			023387	115	3443001 |560210|		2026/8	15.50
			023387	5W20BULK	3443001 |560210|		2026/8	20.28
			023158	626654	3443001 |560200|		2026/8	43.48
			023158	9187	3443001 |560200|		2026/8	13.61
			023177	100255	3443001 |560200|		2026/8	4.25
			023177	20811	3443001 |560210|		2026/8	24.39
			023177	115	3443001 |560210|		2026/8	15.50
			023177	0W20BULK	3443001 |560210|		2026/8	28.64
					Total For Check #	**336511**		**2,034.09**
02/12/2026	336512		23201	MTP49H8	3443001 |560200|		2026/8	142.49
			23201	MTP94RH7	3443001 |560200|		2026/8	-117.58
			23128	DA8Z5484B	3443001 |560200|		2026/8	16.18
			23128	DA8Z5484A	3443001 |560200|		2026/8	16.18
			023320	RTU1DEX	3443001 |560210|		2026/8	18.60
			023322	SS2036417	3443001 |560200|		2026/8	31.59
			023381	AHDWMPHDC1	3443009 |560230|		2026/8	7.84
			023381	PKA0F3	3443009 |560230|		2026/8	3.64
			023400	X003VJSRIP	3443001 |560200|		2026/8	27.76
			023159	RTU1DEX	3443001 |560210|		2026/8	18.60

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				023164	626553	3443001 |560200|		2026/8	46.49
				023164	9187	3443001 |560200|		2026/8	-13.61
				023178	9080XL	3443001 |560200|		2026/8	16.67
						Total For Check # 336512			**214.85**
02/12/2026	336513			023323	7041922	3443001 |560200|		2026/8	2.68
				023327	2413	3443001 |560230|		2026/8	3.17
				023139	EN92	3443001 |560200|		2026/8	1.52
						Total For Check # 336513			**7.37**
02/12/2026	336521	96	OTA PIKEPASS CENTER	20260195802	20260195802 FEB 1, 2026	3443001 |550030|		2026/8	91.53
						Total For Check # 336521			**91.53**
02/12/2026	336523	91	PINKLEY SALES COMPANY	23748	Camera mounting brackets	3443001 |570170|	2530070	2026/8	2,150.56
				23749	Traffic Signal Cabinet Keys	3443001 |560230|		2026/8	318.27
						Total For Check # 336523			**2,468.83**
02/12/2026	336525	4508	C A ASSETS LLC	28741	PSC OVERHEAD DOOR REPAIRS	3443001 |540070|		2026/8	240.00
						Total For Check # 336525			**240.00**
02/12/2026	336528	4642	PROPIO LS, LLC	0303630126	0303630126	3443006 |530870|		2026/8	166.91
						Total For Check # 336528			**166.91**
02/12/2026	336530	87	RALSTONS MUFFLER	9961	BLANKET ORDER- MISC ITEMS FOR	3443001 |540200|		2026/8	893.46
						Total For Check # 336530			**893.46**
02/12/2026	336538	335	SERVICE OKLAHOMA	L1773737944	L1773737944 FEB 3, 2026	3443001 |560230|		2026/8	459.00
						Total For Check # 336538			**459.00**
02/12/2026	336539	5048	SHAMROCK TIRE & AUTO	107-798779	BLANKET PO FOR ALIGNMENTS	3443001 |540200|		2026/8	109.95
				107-799531	BLANKET PO FOR ALIGNMENTS	3443001 |540200|		2026/8	99.95
						Total For Check # 336539			**209.90**
02/12/2026	336547	4045	STEPHANIE BRADLEY	266	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/8	245.00
				268	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/8	995.00
						Total For Check # 336547			**1,240.00**
02/12/2026	336552	949	TULSA WINNELSON COMPANY	680159 01	BLANKET PO MISC. PLUMBING	3443008 |560180|		2026/8	19.98

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						Total For Check # 336552			**19.98**
02/12/2026	336561	1095	WINDSTREAM HOLDINGS II LLC	100938908 01052026	FY26 ANNUAL AGREEMENT	3443001 |550220|		2026/8	5,487.75
				100429341 02042026	FY26 ANNUAL AGREEMENT	3443001 |550220|		2026/8	6,967.86
				100738908 02042026	FY26 ANNUAL AGREEMENT	3443001 |550220|		2026/8	5,485.72
						Total For Check # 336561			**17,941.33**
02/19/2026	336563	4375	BRADY A LEFFINGWELL	EMP 02062026	EMPLOYEE REIMBURSEMENT	3443001 |560100|		2026/8	106.05
						Total For Check # 336563			**106.05**
02/19/2026	336568	5254	KRISTINA TERNEUS	TRR FA2025	TUITION REIMBURSEMENT FALL 2025	3443006 |530110|		2026/8	917.62
						Total For Check # 336568			**917.62**
02/19/2026	336570	1015	MIKKA MOONEY	PDR 03012026	PER DIEM CRIMINAL INV USING CELL	3443001 |550030|		2026/8	346.80
						Total For Check # 336570			**346.80**
02/19/2026	336595	4327	AARDVARK	INV2600109	K9 BPV's for Chaos and Thor	3443001 |560110|		2026/8	7,348.60
						Total For Check # 336595			**7,348.60**
02/19/2026	336597	4919	ADEMCO INC.	301542920	MAGLOCK - PSC	3443001 |540070|		2026/8	-345.99
				ZQ2ZDP01	MAGLOCK - PSC	3443001 |540070|		2026/8	365.98
				301504228	MAGLOCK - PSC	3443001 |540070|		2026/8	345.99
				302336886	CAMERA/DOOR PROJECT TC SIGN	3443001 |540070|		2026/8	19.98
				302386602	302386602	3443009 |540070|		2026/8	1,045.87
						Total For Check # 336597			**1,431.83**
02/19/2026	336601	4935	AMAZON.COM SALES INC	1D6F-TFHL-CFTF	ITEM: Amplim HCG Early Detection	3443008 |560230|		2026/8	39.86
				1GTM-T7HH-DKN1	Fake Window Murals for Shoot House	3443001 |560320|		2026/8	134.94
				1JT1-M6RT-C4PD	Replacement Keyboard for Connie Bradley	3443001 |560030|		2026/8	44.99
				1M3M-4CDR-9Q3T	Restock of Pens for Keith Cook	3443001 |560030|		2026/8	70.82
				14VM-6P71-FLDM	Cables and Screen Protectors for Geosafe	3443001 |560230|		2026/8	287.20
						Total For Check # 336601			**577.81**
02/19/2026	336602	1372	AMERICAN DOCUMENT	198562	Shredding Service for PD Records	3443010 |540280|		2026/8	45.00
						Total For Check # 336602			**45.00**
02/19/2026	336609	73	AT&T	918 147-0070 426 9	918 147-0070 426 9 OCT 1, 2025	3443006 |550220|		2026/4	1,830.40
				9181470070 02012026	918-147-0070 FEB 1 2026	3443006 |550220|		2026/8	1,830.40

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						Total For Check # 336609			**3,660.80**
02/19/2026	336616	204	BROKEN ARROW PUBLIC	2026-099-040	GENERAL FUND	3443001 |550100|		2026/8	3,666.64
						Total For Check # 336616			**3,666.64**
02/19/2026	336618	576	CDW GOVERNMENT	AH9IA3F	Additional Quantity of Citation Printers	3443001 |560240|		2026/8	14,282.18
						Total For Check # 336618			**14,282.18**
02/19/2026	336620	4084	CIOX HEALTH LLC	0541473163	0541473163	3443001 |530870|		2026/8	193.00
				0541314315	0541314315	3443001 |530870|		2026/8	20.50
						Total For Check # 336620			**213.50**
02/19/2026	336626	4896	WA BUTLR COMPANY	ET97851	Medical Supplies & Medicine for the Animal	3443009 |560230|		2026/8	497.88
				ET97394	Medical Supplies & Medicine for the Animal	3443009 |560230|		2026/8	16.59
				ET97962	Medical Supplies & Medicine for the Animal	3443009 |560230|		2026/8	770.09
						Total For Check # 336626			**1,284.56**
02/19/2026	336627	882	COX COMMUNICATIONS	069285801 01062026	FY26 ANNUAL AGREEMENT 001 6311	3443001 |550540|		2026/8	387.73
				069285801 02062026	FY26 ANNUAL AGREEMENT 001 6311	3443001 |550540|		2026/8	264.36
						Total For Check # 336627			**652.09**
02/19/2026	336640	1231	AT&T MOBILITY LLC	19339297X02082026	287319339297X02082026 JAN 31 2026	3443001 |550220|		2026/8	40.54
				19339297X02082026	287319339297X02082026 JAN 31 2026	3443001 |550540|		2026/8	9,045.35
						Total For Check # 336640			**9,085.89**
02/19/2026	336641			19128175X02082026	287319128175X02082026	3443001 |550220|		2026/8	1,776.57
				19128175X02082026	287319128175X02082026	3443009 |550220|		2026/8	19.27
				19128175X02082026	287319128175X02082026	3443001 |550540|		2026/8	6,956.56
				19128175X02082026	287319128175X02082026	3443006 |550540|		2026/8	27.25
				19128175X02082026	287319128175X02082026	3443009 |550540|		2026/8	243.24
						Total For Check # 336641			**9,022.89**
02/19/2026	336645	4963	GLASS WORKS INC.	52544	BLANKET PO - GLASS REPAIR	3443001 |540200|		2026/8	639.00
						Total For Check # 336645			**639.00**
02/19/2026	336646	4344	GORFAM MARKETING INC	79424	T-Shirts for Citizens Police Academy	3443001 |560100|		2026/8	490.80
						Total For Check # 336646			**490.80**

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02/19/2026	336647	5026	DALE GRAHAM	02062026	REPLACE COMPRESSOR @ PSC RTU-14	3443001 |540070|		2026/8	3,962.00
						Total For Check # 336647			**3,962.00**
02/19/2026	336657	4320	HILL'S PET NUTRITION SALES	256087846	Food for the shelter dogs.	3443009 |560230|		2026/8	205.94
						Total For Check # 336657			**205.94**
02/19/2026	336663	4736	DUSTIN MANLY	10001387	TROUBLES ON FIRE PANEL IN DATE	3443001 |540070|		2026/8	250.00
						Total For Check # 336663			**250.00**
02/19/2026	336664	4192	GPS VEHICLE TRACKING	19426	ANNUAL TRACKER RENEWALS FOR 5	3443001 |540550|		2026/8	2,495.00
						Total For Check # 336664			**2,495.00**
02/19/2026	336666	5131	KEVIN BEHE	15585	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	5.91
				15585	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.38
				15586	CITY COUNCIL 07/14/25	3443001 |540070|		2026/8	2.96
				15586	CITY COUNCIL 07/14/25	3443009 |540070|		2026/8	0.19
						Total For Check # 336666			**9.44**
02/19/2026	336671	2355	LOCKEDINRN	020926	Visiting Nurse 02/09-13/2026	3443008 |530870|		2026/8	307.08
						Total For Check # 336671			**307.08**
02/19/2026	336679	25	NAPA AUTO PARTS	23522	6509	3443001 |560200|		2026/8	17.32
				23531	7502	3443001 |560200|		2026/8	4.25
				23531	6026PP	3443001 |560200|		2026/8	12.64
				23531	6022PP	3443001 |560200|		2026/8	10.74
				23531	RTU1EXT	3443001 |560210|		2026/8	8.61
				23531	20811	3443001 |560210|		2026/8	24.39
				23531	115	3443001 |560210|		2026/8	15.50
				23531	5W20BULK	3443001 |560210|		2026/8	20.28
				23533	7060	3443001 |560200|		2026/8	4.25
				23533	20811	3443001 |560210|		2026/8	24.39
				23533	115	3443001 |560210|		2026/8	15.50
				23533	5W20BULK	3443001 |560210|		2026/8	23.66
				23535	100255	3443001 |560200|		2026/8	4.25
				23535	20811	3443001 |560210|		2026/8	24.39
				23535	115	3443001 |560210|		2026/8	15.50
				23535	0W20BULK	3443001 |560210|		2026/8	28.64
				23539	F2GZ1A189A	3443001 |560200|		2026/8	74.33

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			23540	4048	3443001 |560200|		2026/8	8.88
			23540	9746	3443001 |560200|		2026/8	19.29
			23540	100255	3443001 |560200|		2026/8	4.25
			23540	20811	3443001 |560210|		2026/8	24.39
			23540	115	3443001 |560210|		2026/8	15.50
			23540	0W20BULK	3443001 |560210|		2026/8	28.64
			23543	DG1Z1015ACP	3443001 |560200|		2026/8	142.02
			23546	7502	3443001 |560200|		2026/8	4.25
			23546	4068	3443001 |560200|		2026/8	5.32
			23546	6935	3443001 |560200|		2026/8	9.55
			23546	20811	3443001 |560210|		2026/8	24.39
			23546	115	3443001 |560210|		2026/8	15.50
			23546	5W20BULK	3443001 |560210|		2026/8	20.28
			023552	911222	3443001 |560200|		2026/8	36.53
			023553	7502	3443001 |560200|		2026/8	4.25
			023553	5W20BULK	3443001 |560210|		2026/8	20.28
			023553	20811	3443001 |560210|		2026/8	24.39
			023553	115	3443001 |560210|		2026/8	15.50
			023557	MTP48H6	3443001 |560200|		2026/8	158.02
			023561	2413	3443001 |560230|		2026/8	6.34
			023573	46AWBULK	3443001 |560210|		2026/8	22.80
			023574	115	3443001 |560200|		2026/8	15.50
			023574	20811	3443001 |560200|		2026/8	24.39
			023574	4211	3443001 |560200|		2026/8	14.22
			023574	100255	3443001 |560200|		2026/8	4.25
			023574	0W20BULK	3443001 |560200|		2026/8	28.64
			023574	200942	3443001 |560200|		2026/8	15.75
			023581	F008921	3443001 |560190|		2026/8	712.08
			023581	34874	3443001 |560230|		2026/8	4.81
			23489	7502	3443009 |560200|		2026/8	4.25
			23489	5W30BULK	3443009 |560210|		2026/8	29.40
			23491	7502	3443001 |560200|		2026/8	4.25
			23491	20811	3443001 |560210|		2026/8	24.39
			23491	115	3443001 |560210|		2026/8	15.50
			23491	5W30BULK	3443001 |560210|		2026/8	25.20
			23492	7502	3443001 |560200|		2026/8	4.25
			23492	5W20BULK	3443001 |560210|		2026/8	20.28
			23492	20811	3443001 |560210|		2026/8	24.39

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				23492	115	3443001 |560210|		2026/8	15.50
				23498	RTU1DEX	3443001 |560210|		2026/8	18.60
				23500	7502	3443001 |560200|		2026/8	4.25
				23500	230019	3443001 |560200|		2026/8	8.60
				23500	200910	3443001 |560200|		2026/8	7.42
				23500	5W20BULK	3443001 |560210|		2026/8	20.28
				23500	20811	3443001 |560210|		2026/8	24.39
				23500	115	3443001 |560210|		2026/8	15.50
				23501	F2GZ1A189A	3443001 |560190|		2026/8	74.33
				23505	122108	3443001 |560200|		2026/8	12.72
				23507	RTU1GAL	3443001 |560210|		2026/8	17.22
				23517	6509	3443001 |560200|		2026/8	51.96
				23517	239183	3443001 |560200|		2026/8	107.84
				23517	IC633	3443001 |560200|		2026/8	331.86
				23518	6022864	3443001 |560200|		2026/8	76.43
						Total For Check # 336679			**2,697.46**
02/19/2026	336684	98	OKLAHOMA NATURAL GAS CO	267746591 01302026	213955901267746591 JAN 30 2026	3443001 |550240|		2026/8	772.03
				267746591 01302026	213955901267746591 JAN 30 2026	3443001 |550240|		2026/8	31.01
				267746591 01302026	213955901267746591 JAN 30 2026	3443001 |550240|		2026/8	461.70
						Total For Check # 336684			**1,264.74**
02/19/2026	336700	3827	ROBINSON GLASS OF TULSA	2-304728	Replacement Windshield for Unit 2525	3443001 |540200|		2026/8	668.51
						Total For Check # 336700			**668.51**
02/19/2026	336701	4059	ROK BROTHERS INC	INV217754	Antennas for Dispatch Radios	3443006 |560230|		2026/8	286.81
						Total For Check # 336701			**286.81**
02/19/2026	336704	4271	SAFEWARE INC	30331866	FY26 Patrol Shields	3443001 |570170|	2630130	2026/8	36,250.67
						Total For Check # 336704			**36,250.67**
02/19/2026	336706	1586	PETER GERNER	5716	5716	3443001 |540200|		2026/8	494.00
						Total For Check # 336706			**494.00**
02/19/2026	336711	4917	FIRST RESPONDER	191234-1	Damaged Recruit Uniform Items-	3443001 |560100|		2026/8	70.99
						Total For Check # 336711			**70.99**
02/19/2026	336716	1089	TRANE COMPANY	990381895	REPLACE GAS VALVE ON HVAC RTU-31	3443001 |540070|		2026/8	1,217.00

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						Total For Check # 336716			**1,217.00**
02/19/2026	336717	949	TULSA WINNELSON COMPANY	681152 01	BLANKET PO MISC. PLUMBING	3443001 |560180|		2026/8	60.52
						Total For Check # 336717			**60.52**
02/19/2026	336724	5258	VERSATERM PUBLIC SAFETY	INV41-03407	FORWARD FACING ASPECT OF	3443001 |540550|		2026/8	12,519.00
						Total For Check # 336724			**12,519.00**
02/19/2026	336728	24	WEST THOMSON REUTERS	853158906	Contract Renewal for Year 3 of PD CLEAR	3443001 |540550|		2026/8	2,043.49
						Total For Check # 336728			**2,043.49**
02/19/2026	336731	1095	WINDSTREAM HOLDINGS II LLC	1001106759 01132026	FY26 ANNUAL 101106759 918-451-9854	3443001 |550220|		2026/8	262.34
				101106759 02122026	FY26 ANNUAL AGREEMENT	3443001 |550220|		2026/8	262.38
				101106759 01132026	FY26 ANNUAL 101106759 918-451-9854	3443001 |550220|		2026/8	262.34
				101122812 02042026	FY26 ANNUAL 101122812 168-001-1513	3443006 |550220|		2026/8	196.48
						Total For Check # 336731			**983.54**
						Total For Fund 344			**206,197.52**
						Number of Invoices For Fund 344			**397**

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02/12/2026	336377	856	AMERICAN FIDELITY	189029	Payroll Run 1 - Warrant 260130	345 |218420|		2026/7	11.10
						Total For Check # 336377			**11.10**
02/12/2026	336378	4633	COLONIAL LIFE & ACCIDENT	189035	Payroll Run 1 - Warrant 260130	345 |218590|		2026/7	543.52
						Total For Check # 336378			**543.52**
02/12/2026	336379	1319	COMMUNITY CARE EAP	189031	Payroll Run 1 - Warrant 260130	345 |218560|		2026/7	197.95
						Total For Check # 336379			**197.95**
02/12/2026	336383	1550	GENESIS HEALTH CLUBS	189032	Payroll Run 1 - Warrant 260130	345 |218150|		2026/7	216.32
						Total For Check # 336383			**216.32**
02/12/2026	336385	159	PRE-PAID LEGAL SERVICES,	189028	Payroll Run 1 - Warrant 260130	345 |218100|		2026/7	121.62
						Total For Check # 336385			**121.62**
02/12/2026	336387	4905	METROPOLITAN LIFE	189037	Payroll Run 1 - Warrant 260130	345 |218340|		2026/7	101.30
				189037	Payroll Run 1 - Warrant 260130	345 |218480|		2026/7	96.60
				189037	Payroll Run 1 - Warrant 260130	345 |218590|		2026/7	76.30
						Total For Check # 336387			**274.20**
02/12/2026	336428	1987	SURENCY LIFE & HEALTH INS.	189033	Payroll Run 1 - Warrant 260130	345 |218460|		2026/7	78.00
						Total For Check # 336428			**78.00**
02/12/2026	336434	5635	VISION SERVICE PLAN	189036	Payroll Run 1 - Warrant 260130	345 |218240|		2026/7	74.22
						Total For Check # 336434			**74.22**
02/12/2026	336438	149	AMERICAN ELECTRIC	284-103-0-3 01282026	FY26 ANNUAL AGREEMENT 953-284-103-	3453501 |550250|		2026/8	5,628.06
						Total For Check # 336438			**5,628.06**
02/12/2026	336441	4935	AMAZON.COM SALES INC	1XR7-V73R-MJ11	ITEM: DEWALT 20V MAX LED Work Light	3453504 |560240|		2026/8	399.08
				1TY6-JX31-7DYN	ITEM: DEWALT 20V MAX LED Work Light	3453504 |560240|		2026/8	54.99
						Total For Check # 336441			**454.07**
02/12/2026	336452	18	BOUND TREE MEDICAL	86071708	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/8	1,373.40
				86070086	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/8	203.10
						Total For Check # 336452			**1,576.50**
02/12/2026	336454	19	BROKEN ARROW ELECTRIC	S3451684.001	BLANKET PO FOR MISC ELECTRICAL	3453501 |560180|		2026/8	154.59

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				S3451688.001	BLANKET PO FOR MISC ELECTRICAL	3453501 |560180|		2026/8	152.03
						Total For Check # 336454			**306.62**
02/12/2026	336463	1391	CLEAN THE UNIFORM CO	52176119	52176119	3453501 |540330|		2026/8	42.01
				52176119	52176119	3453501 |560300|		2026/8	59.50
				52176606	52176606	3453501 |540330|		2026/8	38.38
				52176606	52176606	3453501 |560300|		2026/8	57.50
				52176118	52176118	3453501 |540330|		2026/8	30.78
				52176118	52176118	3453501 |560300|		2026/8	57.00
				52176607	52176607	3453501 |540330|		2026/8	38.72
				52176607	52176607	3453501 |560300|		2026/8	92.00
				52176602	52176602	3453501 |540330|		2026/8	115.00
				52176602	52176602	3453501 |560300|		2026/8	27.35
						Total For Check # 336463			**558.24**
02/12/2026	336486	798	HENRY SCHEIN INC	52681347	EMS SUPPLIES ACCT 1199339	3453502 |560230|		2026/8	1,295.60
						Total For Check # 336486			**1,295.60**
02/12/2026	336490	1582	IMPERIAL LLC	04334317724	PO FOR COFFEE PURCHASES	3453501 |560230|		2026/8	45.45
						Total For Check # 336490			**45.45**
02/12/2026	336492	23	J D YOUNG COMPANY INC	1316555	LEASE & USAGE CHARGE FY26	3453501 |540330|		2026/8	279.57
				1316555	LEASE & USAGE CHARGE FY26	3453503 |540330|		2026/8	254.68
				1316555	LEASE & USAGE CHARGE FY26	3453501 |540550|		2026/8	408.52
				1316555	LEASE & USAGE CHARGE FY26	3453503 |540550|		2026/8	27.18
				1316555	LEASE & USAGE CHARGE FY26	3453501 |560230|		2026/8	8.20
				1316555	LEASE & USAGE CHARGE FY26	3453503 |560230|		2026/8	0.83
						Total For Check # 336492			**978.98**
02/12/2026	336494	5131	KEVIN BEHE	15540	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	5.58
				15531	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	4.65
				15532	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	4.65
				15533	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	4.65
				15537	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	2.79
				15536	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	5.58
				15534	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	5.58
				15535	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	5.58
				15538	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	2.79

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				15539	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	6.04
				15543	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	3.72
				15542	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	3.72
				15530	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	3.72
				15545	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	12.09
				15546	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	4.65
						Total For Check # 336494			**75.79**
02/12/2026	336498	1088	LIFE ASSIST INC	2059585	BLANKET PO FOR EMS	3453502 |560230|		2026/8	4,134.80
				2061310	BLANKET PO FOR EMS	3453502 |560230|		2026/8	105.20
				2061299	BLANKET PO FOR EMS	3453502 |560230|		2026/8	2,138.40
				2059919	BLANKET PO FOR EMS	3453502 |560230|		2026/8	582.70
						Total For Check # 336498			**6,961.10**
02/12/2026	336505	5542	MEDICAL WASTE SERVICES,	272856	272856 medical waste pickup	3453502 |530870|		2026/8	360.50
						Total For Check # 336505			**360.50**
02/12/2026	336508	2621	MYHEALTH ACCESS NETWORK	16446	16446	3453502 |540550|		2026/8	420.00
						Total For Check # 336508			**420.00**
02/12/2026	336509	888	NAFECO	1392068	1392068	3453501 |540290|		2026/8	197.69
						Total For Check # 336509			**197.69**
02/12/2026	336510	25	NAPA AUTO PARTS	23241	MTP65HD	3453502 |560200|		2026/8	252.80
				23249	1867MM5001	3453501 |560200|		2026/8	625.97
				23249		3453501 |560200|		2026/8	395.00
				23193	5000727	3453503 |560200|		2026/8	328.33
				23193		3453503 |560200|		2026/8	75.68
				023313	68PMT128	3453501 |560200|		2026/8	131.12
				023380	Y120150620	3453501 |560190|		2026/8	2,713.92
				023134	1748XD	3453501 |560200|		2026/8	33.89
				023134	3965	3453501 |560200|		2026/8	32.80
				023134	3936	3453501 |560200|		2026/8	17.59
				023134	15W40BULK	3453501 |560210|		2026/8	85.68
				023156	MTP94RH7	3453502 |560200|		2026/8	217.38
				023465	31MHD	3453502 |560200|		2026/8	272.80
						Total For Check # 336510			**5,182.96**

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02/12/2026	336511		023256	600564	3453501 |560200|		2026/8	34.14
			023256	3604XE	3453501 |560200|		2026/8	30.99
			023277	518090	3453501 |560200|		2026/8	37.78
			023282	MTP65HD	3453501 |560200|		2026/8	126.40
			023291	491S	3453502 |560200|		2026/8	114.42
			023337	7045	3453503 |560200|		2026/8	4.25
			023337	2488	3453503 |560200|		2026/8	13.80
			023337	0W20BULK	3453503 |560210|		2026/8	28.64
			023338	7151	3453502 |560200|		2026/8	15.05
			023338	200905	3453502 |560200|		2026/8	20.38
			023338	15W40BULK	3453502 |560210|		2026/8	45.90
			023338	2413	3453502 |560230|		2026/8	6.34
			023350	FBR100	3453501 |560200|		2026/8	46.12
			023368	7060	3453501 |560200|		2026/8	4.25
			023368	20811	3453501 |560210|		2026/8	24.39
			023368	115	3453501 |560210|		2026/8	15.50
			023368	5W30BULK	3453501 |560210|		2026/8	25.20
			023378	230266	3453502 |560200|		2026/8	10.91
			023378	7151	3453502 |560200|		2026/8	15.05
			023378	200905	3453502 |560200|		2026/8	20.38
			023378	15W40BULK	3453502 |560210|		2026/8	39.78
			023147	HDRTU1GAL	3453501 |560210|		2026/8	51.48
			023148	6748	3453501 |560200|		2026/8	113.46
			023151	12685371	3453502 |560200|		2026/8	44.64
			023157	MTP94RH7	3453502 |560200|		2026/8	-108.69
			023157	MTP48H6	3453502 |560200|		2026/8	155.89
					Total For Check #	**336511**		**936.45**
02/12/2026	336512		23203	RTU1GAL	3453502 |560210|		2026/8	8.61
			23127	12727099	3453501 |560200|		2026/8	35.04
			23129	25450H	3453501 |560200|		2026/8	23.39
			023257	9080XL	3453501 |560230|		2026/8	16.67
			023267	7060	3453501 |560200|		2026/8	4.25
			023267	5W30BULK	3453501 |560210|		2026/8	25.20
			023292		3453502 |560200|		2026/8	33.95
			023301	35	3453501 |560200|		2026/8	17.67
			023331	690808S	3453501 |560200|		2026/8	8.96
			023339	RTU1EXT	3453502 |560210|		2026/8	8.61

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				023390	75190	3453501 |560230|		2026/8	14.84
				023393	2413	3453501 |560230|		2026/8	9.51
				023394	7196	3453501 |560200|		2026/8	11.10
				023396	75200	3453501 |560210|		2026/8	18.32
				023448		3453501 |560200|		2026/8	21.00
						Total For Check # 336512			**257.12**
02/12/2026	336513			23183	GR14CHTR	3453501 |560210|		2026/8	5.08
				023329	90674	3453501 |560200|		2026/8	1.96
						Total For Check # 336513			**7.04**
02/12/2026	336514	1591	NATIONWIDE POWER	454356	UPS Battery Replacement Stations 2 & 7	3453501 |540290|		2026/8	2,349.73
				454357	UPS Battery Replacement Stations 2 & 7	3453501 |540290|		2026/8	1,009.33
						Total For Check # 336514			**3,359.06**
02/12/2026	336516	5247	NEXLEVEL REDI MIX LLC	7125	Blanket PO for Concrete	3453501 |560270|		2026/8	604.00
				7262	Blanket PO for Concrete	3453501 |560270|		2026/8	1,092.00
						Total For Check # 336516			**1,696.00**
02/12/2026	336534	201	ROYAL PRINTING	67349	67349	3453502 |550360|		2026/8	228.00
						Total For Check # 336534			**228.00**
02/12/2026	336538	335	SERVICE OKLAHOMA	L1773737944	L1773737944 FEB 3, 2026	3453502 |560230|		2026/8	53.90
						Total For Check # 336538			**53.90**
02/12/2026	336541	1586	PETER GERNER	5699	59699	3453501 |560200|		2026/8	150.00
						Total For Check # 336541			**150.00**
02/12/2026	336548	2712	STONEY CREEK CONFERENCE	35652590	35652590 JAN 11, 2026	3453501 |550890|		2026/8	16,787.24
						Total For Check # 336548			**16,787.24**
02/12/2026	336549	4299	TARGET SOLUTIONS LEARNING	INV135155	annual renewal for Vector Scheduling Pro	3453501 |540550|		2026/8	13,071.96
						Total For Check # 336549			**13,071.96**
02/19/2026	336594	5216	918 WRECKER SERVICE INC.	26-318644	TWO SERVICES FOR UNIT 2057 FIRE	3453501 |540200|		2026/8	160.00
						Total For Check # 336594			**160.00**
02/19/2026	336597	4919	ADEMCO INC.	302403684	30240368	3453501 |560180|		2026/8	462.73

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						Total For Check #	**336597**		**462.73**
02/19/2026	336598	149	AMERICAN ELECTRIC	027-427-0-6 01212026	FY26 ANNUAL AGREEMENT SINGLES	3453501 |550250|		2026/8	926.62
						Total For Check #	**336598**		**926.62**
02/19/2026	336601	4935	AMAZON.COM SALES INC	1FLN-6JFT-4VPG	ITEM: Zebra Pen F-301 Ballpoint Black Ink	3453501 |560030|		2026/8	28.99
				1FLN-6JFT-4VPG	ITEM: Zebra Pen F-301 Ballpoint Black Ink	3453504 |560030|		2026/8	168.99
				1DN7-HTJL-YJD7	Batteries/Repalcement keyboard	3453501 |560030|		2026/8	26.99
				1DN7-HTJL-YJD7	Batteries/Repalcement keyboard	3453501 |560230|		2026/8	215.15
				1HMJ-YNTY-HTRM	ITEM: Duracell CR123A 3V Lithium Battery,	3453504 |560030|		2026/8	43.99
				1KN6-YGPG-Q93C	Replacement dewalt batteries	3453501 |560240|		2026/8	469.90
				1FPH-YQQG-CWMT	ITEM: CAPOT Ergonomic Mesh Office	3453501 |560240|		2026/8	179.99
						Total For Check #	**336601**		**1,134.00**
02/19/2026	336603	5180	AMERICAN MEDICAL GAS	4228	BLANKET PO FOR EMS OXYGEN AND	3453502 |560230|		2026/8	132.00
						Total For Check #	**336603**		**132.00**
02/19/2026	336613	18	BOUND TREE MEDICAL	86080093	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/8	7,499.20
				86083986	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/8	1,484.60
						Total For Check #	**336613**		**8,983.80**
02/19/2026	336615	19	BROKEN ARROW ELECTRIC	S3451684.002	BLANKET PO FOR MISC ELECTRICAL	3453501 |560180|		2026/8	11.00
						Total For Check #	**336615**		**11.00**
02/19/2026	336619	37	CINTAS CORPORATION	5317109210	BLANKET PO FOR ALL DEPARTMENT	3453501 |560230|		2026/8	296.44
						Total For Check #	**336619**		**296.44**
02/19/2026	336622	1391	CLEAN THE UNIFORM CO	52178329	52178329	3453501 |540330|		2026/8	30.78
				52178329	52178329	3453501 |560300|		2026/8	15.00
				52178330	572178330	3453501 |540330|		2026/8	42.01
				52178330	572178330	3453501 |560300|		2026/8	57.50
				52177715	52177715	3453501 |540330|		2026/8	31.22
				52177715	52177715	3453501 |560300|		2026/8	15.00
				52177222	52177222	3453501 |540330|		2026/8	24.85
				52177222	52177222	3453501 |560300|		2026/8	159.50
				52177221	52177221	3453501 |540330|		2026/8	2.94
						Total For Check #	**336622**		**378.80**

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02/19/2026	336638	1552	EMS TECHNOLOGY SOLUTIONS	INV1207	INV1207	3453502 |540550|		2026/8	1,706.00
						Total For Check # 336638			**1,706.00**
02/19/2026	336640	1231	AT&T MOBILITY LLC	19339297X02082026	287319339297X02082026 JAN 31 2026	3453501 |550540|		2026/8	1,667.32
				19339297X02082026	287319339297X02082026 JAN 31 2026	3453501 |550540|		2026/8	283.78
						Total For Check # 336640			**1,951.10**
02/19/2026	336641			19128175X02082026	287319128175X02082026	3453501 |550220|		2026/8	130.14
				19128175X02082026	287319128175X02082026	3453502 |550220|		2026/8	33.01
				19128175X02082026	287319128175X02082026	3453501 |550540|		2026/8	2,599.34
				19128175X02082026	287319128175X02082026	3453502 |550540|		2026/8	765.11
						Total For Check # 336641			**3,527.60**
02/19/2026	336651	4506	GWS WELDING, INC	4448	4448	3453503 |540070|		2026/8	650.00
						Total For Check # 336651			**650.00**
02/19/2026	336655	2943	HANGAR 14 SOLUTION LLC	5952	5952	3453501 |540550|		2026/8	9,732.00
						Total For Check # 336655			**9,732.00**
02/19/2026	336658	4978	HIPOWER SYSTEMS	2026-022	BLANKET PO FOR BID# 26.122	3453501 |540280|		2026/8	1,311.37
						Total For Check # 336658			**1,311.37**
02/19/2026	336661	2260	IMAGETREND INC	PS-INV122736	PS-INV122736	3453502 |540550|		2026/8	2,283.35
				PS-INV122563	PS-INV122563	3453502 |540550|		2026/8	13,891.50
						Total For Check # 336661			**16,174.85**
02/19/2026	336663	4736	DUSTIN MANLY	10001381	10001381	3453501 |540070|		2026/8	750.00
						Total For Check # 336663			**750.00**
02/19/2026	336666	5131	KEVIN BEHE	15585	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	7.44
				15586	CITY COUNCIL 07/14/25	3453501 |540070|		2026/8	3.72
						Total For Check # 336666			**11.16**
02/19/2026	336668	4452	L3HARRIS TECHNOLOGIES INC	93467315	XL400P antennas	3453501 |560500|		2026/8	1,532.17
						Total For Check # 336668			**1,532.17**
02/19/2026	336669	1088	LIFE ASSIST INC	2060904	BLANKET PO FOR EMS	3453502 |560230|		2026/8	630.00
				2060785	BLANKET PO FOR EMS	3453502 |560230|		2026/8	1,539.00

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 336669			**2,169.00**
02/19/2026	336678	888	NAFECO	1398777	TIC Lanyard replacements	3453501 |560230|		2026/8	571.39
						Total For Check # 336678			**571.39**
02/19/2026	336679	25	NAPA AUTO PARTS	23523	75200	3453501 |560210|		2026/8	22.90
				23547	5460370530	3453504 |560200|		2026/8	55.56
				23547		3453504 |560200|		2026/8	17.13
				23551	31MHD	3453501 |560200|		2026/8	554.12
				23551	8200653	3453501 |560200|		2026/8	390.20
				23551		3453501 |560200|		2026/8	106.00
				023560	200905	3453502 |560200|		2026/8	20.38
				023560	7151	3453502 |560200|		2026/8	15.05
				023560	15W40BULK	3453502 |560210|		2026/8	39.78
				023570	9080XL	3453501 |560230|		2026/8	17.78
				023583	NPF002	3453501 |560200|		2026/8	11.67
				023587	AT173610	3453501 |560200|		2026/8	62.68
				23516	1898277	3453501 |560200|		2026/8	797.73
				23516		3453501 |560200|		2026/8	46.54
						Total For Check # 336679			**2,157.52**
02/19/2026	336682	4349	OKIE PACKAGING &	320797	BLANKET ORDER FOR BLANKET PO	3453502 |560230|		2026/8	913.18
						Total For Check # 336682			**913.18**
02/19/2026	336684	98	OKLAHOMA NATURAL GAS CO	267746591 01302026	213955901267746591 JAN 30 2026	3453501 |550240|		2026/8	459.21
				267746591 01302026	213955901267746591 JAN 30 2026	3453501 |550240|		2026/8	636.65
				267746591 01302026	213955901267746591 JAN 30 2026	3453501 |550240|		2026/8	406.37
				267746591 01302026	213955901267746591 JAN 30 2026	3453501 |550240|		2026/8	464.17
				267746591 01302026	213955901267746591 JAN 30 2026	3453501 |550240|		2026/8	575.49
				267746591 01302026	213955901267746591 JAN 30 2026	3453501 |550240|		2026/8	868.12
				267746591 01302026	213955901267746591 JAN 30 2026	3453501 |550240|		2026/8	685.36
				267746591 01302026	213955901267746591 JAN 30 2026	3453501 |550240|		2026/8	486.41
						Total For Check # 336684			**4,581.78**
02/19/2026	336688	96	OTA PIKEPASS CENTER	20260195446	20260195446 ACCT 15506	3453501 |550030|		2026/8	480.79
				20260195446	20260195446 ACCT 15506	3453502 |550030|		2026/8	414.72
				20260195446	20260195446 ACCT 15506	3453501 |550030|		2026/8	-480.79
				20260195446	20260195446 ACCT 15506	3453502 |550030|		2026/8	-414.72

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 336688			**0.00**
02/19/2026	336695	4508	C A ASSETS LLC	28772	28772	3453501 |540070|		2026/8	315.00
						Total For Check # 336695			**315.00**
02/19/2026	336705	1229	SAINT FRANCIS HOSPITAL	01312026	01312026	3453501 |530020|		2026/8	8,367.37
						Total For Check # 336705			**8,367.37**
02/19/2026	336710	268	SOUTHERN TIRE MART	3500291163	UNIT # 0371 JEFF BOHNER	3453503 |540200|		2026/8	335.78
						Total For Check # 336710			**335.78**
02/19/2026	336717	949	TULSA WINNELSON COMPANY	682158 01	BLANKET PO MISC. PLUMBING	3453501 |560180|		2026/8	56.04
				679839 01	BLANKET PO MISC. PLUMBING	3453501 |560180|		2026/8	81.59
						Total For Check # 336717			**137.63**
02/19/2026	336727	897	WASTE MANAGEMENT QUARRY	2430462-1006-4	2430462-1006-4 ACCT 22-38445-73002	3453503 |540330|		2026/8	1,251.79
						Total For Check # 336727			**1,251.79**
						Total For Fund 345			**132,737.34**
						Number of Invoices For Fund 345			**198**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/12/2026	336435	1335 911 CUSTOM	62533	Emergency Equipment for 2 CIT Traverses	3491700 |570020|	2630410	2026/8	2,467.44
					Total For Check # 336435			**2,467.44**
02/19/2026	336593		62533A	Emergency Equipment for 2 CIT Traverses	3491700 |570020|	2630410	2026/8	3,786.14
					Total For Check # 336593			**3,786.14**
					Total For Fund 349			**6,253.58**
					Number of Invoices For Fund 349			**2**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/19/2026	336683	328	OKLAHOMA DEPT OF	34066-01	ODOT Funding Agreement - Proj 196032	5926000 |570150|	196032	2026/8	387,750.64
						Total For Check # 336683			**387,750.64**
						Total For Fund 592			**387,750.64**
						Number of Invoices For Fund 592			**1**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/12/2026	336477	674	GARVER ENGINEERS	2301988-6	CONTRACT W/GARVER FOR RAISE	5935300 |570160|	ST24140	2026/8	196,353.23
				2301988-5	CONTRACT W/GARVER FOR RAISE	5935300 |570160|	ST24140	2026/8	188,843.45
						Total For Check # 336477			**385,196.68**
02/12/2026	336509	888	NAFECO	1393736	New Engine-Nafeco	5933501 |570020|	203531	2026/8	2,050.91
						Total For Check # 336509			**2,050.91**
02/19/2026	336597	4919	ADEMCO INC.	302347002	CAMERA/DOOR PROJECT TC SIGN	5931700 |570150|	2317210	2026/8	1,916.44
						Total For Check # 336597			**1,916.44**
02/19/2026	336611	372	BECCO CONTRACTORS INC	PA 17 ST2028	ST2028 - Houston - Garnett to Olive	5935300 |570150|	ST2028	2026/8	432,099.01
						Total For Check # 336611			**432,099.01**
02/19/2026	336624	5323	COLUMN SOFTWARE PBC	B6BD5005-0285	B6BD5005-0285	5935300 |570150|	ST23290	2026/8	335.33
						Total For Check # 336624			**335.33**
02/19/2026	336677	3669	MYERS-CHERRY	PA 1 203019	Jail Expansion Contract	5933008 |570150|	203019	2026/8	14,261.38
						Total For Check # 336677			**14,261.38**
02/19/2026	336683	328	OKLAHOMA DEPT OF	34066-01	ODOT Funding Agreement - Proj 196032	5936000 |570150|	196032	2026/8	80,611.12
						Total For Check # 336683			**80,611.12**
02/19/2026	336721	591	UNION PACIFIC RAILROAD	90154797	UPRR Reimbursement Agreement	5935300 |570160|	ST23230	2026/8	2,313.67
						Total For Check # 336721			**2,313.67**
						Total For Fund 593			**918,784.54**
						Number of Invoices For Fund 593			**9**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/12/2026	336562	2518 WORKER'S COMPENSATION	JAN 29, 2026	JANUARY 29, 2026 PAYMENT SUMMARY	6601700 |530080|		2026/8	1,663.50
			JAN 29, 2026	JANUARY 29, 2026 PAYMENT SUMMARY	6601700 |530870|		2026/8	8.00
			JAN 29, 2026	JANUARY 29, 2026 PAYMENT SUMMARY	6601700 |530880|		2026/8	11,210.58
			JAN 29, 2026	JANUARY 29, 2026 PAYMENT SUMMARY	6601700 |550900|		2026/8	2,642.81
					Total For Check # 336562			**15,524.89**
02/19/2026	336732		FEB 05, 2026	FEBRUARY 05, 2026 PAYMENT	6601700 |530870|		2026/8	18.00
			FEB 05, 2026	FEBRUARY 05, 2026 PAYMENT	6601700 |530880|		2026/8	7,067.65
			FEB 05, 2026	FEBRUARY 05, 2026 PAYMENT	6601700 |550900|		2026/8	2,716.84
			FEBRUARY 12 2026	FEB 12 2026 PYMNT	6601700 |530080|		2026/8	13,089.03
			FEBRUARY 12 2026	FEB 12 2026 PYMNT	6601700 |530870|		2026/8	8.00
			FEBRUARY 12 2026	FEB 12 2026 PYMNT	6601700 |530880|		2026/8	11,442.03
			FEBRUARY 12 2026	FEB 12 2026 PYMNT	6601700 |550900|		2026/8	3,491.29
					Total For Check # 336732			**37,832.84**
					Total For Fund 660			**53,357.73**
					Number of Invoices For Fund 660			**11**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/12/2026	336378	4633	COLONIAL LIFE & ACCIDENT	189035	Payroll Run 1 - Warrant 260130	6611700 |530890|		2026/7	61.56
						Total For Check # 336378			**61.56**
02/12/2026	336385	159	PRE-PAID LEGAL SERVICES,	189028	Payroll Run 1 - Warrant 260130	6611700 |530890|		2026/7	24.90
						Total For Check # 336385			**24.90**
02/12/2026	336387	4905	METROPOLITAN LIFE	189037	Payroll Run 1 - Warrant 260130	6611700 |530890|		2026/7	10,224.63
				189037	Payroll Run 1 - Warrant 260130	6611700 |530890|		2026/7	81.29
						Total For Check # 336387			**10,305.92**
02/12/2026	336434	5635	VISION SERVICE PLAN	189036	Payroll Run 1 - Warrant 260130	661 |449030|		2026/7	-28.55
				189036	Payroll Run 1 - Warrant 260130	6611700 |530890|		2026/7	20.99
				189036	Payroll Run 1 - Warrant 260130	6611700 |530890|		2026/7	14.56
				189036	Payroll Run 1 - Warrant 260130	6611700 |530890|		2026/7	49.81
				189036	Payroll Run 1 - Warrant 260130	6611700 |530890|		2026/7	31.17
						Total For Check # 336434			**87.98**
02/12/2026	336558	3769	VIRTA MEDICAL PC	INV00145908	INV00145908	6611700 |530870|		2026/8	5,822.00
						Total For Check # 336558			**5,822.00**
02/19/2026	336606	4904	AMERITAS LIFE INSURANCE	JANUARY 2026	DENTAL 010-302115	6611700 |530890|		2026/8	3,201.12
						Total For Check # 336606			**3,201.12**
02/19/2026	336725	3769	VIRTA MEDICAL PC	INV00154778	DIABETES REVERSAL PROGRAM	6611700 |530870|		2026/8	3,627.00
						Total For Check # 336725			**3,627.00**
						Total For Fund 661			**23,130.48**
						Number of Invoices For Fund 661			**12**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/19/2026	336610	16	BANK OF OKLAHOMA	BAOKGO2022 3/26	GO BOND 2022 MARCH 2026	7707000 |580020|		2026/8	632,915.63
				BAOKGO2022 3/26	GO BOND 2022 MARCH 2026	7707000 |580030|		2026/8	250.00
						Total For Check # 336610			**633,165.63**
						Total For Fund 770			**633,165.63**
						Number of Invoices For Fund 770			**2**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
02/12/2026	336397	999900	OTP - AR REFUNDS	REC-037147-2026		882 |290301|		2026/7	9.00
						Total For Check # 336397			**9.00**
02/12/2026	336419	999907	OTP - COURT REFUNDS	0000865		882 |201020|		2026/8	200.00
						Total For Check # 336419			**200.00**
02/12/2026	336421			0000861		882 |201020|		2026/8	170.00
						Total For Check # 336421			**170.00**
02/12/2026	336423			0000868		882 |201020|		2026/8	570.00
						Total For Check # 336423			**570.00**
02/19/2026	336585			0000870		882 |201020|		2026/8	320.00
						Total For Check # 336585			**320.00**
						Total For Fund 882			**1,269.00**
						Number of Invoices For Fund 882			**5**

02/19/2026	336629	3768	CREEK 51 BUSINESS PARK LLC	009458	50% TAXES 009458 AND 009502	8881700 |550720|	2026/8	2,491.83
				009502	50% TAXES	8881700 |550720|	2026/8	22,094.75
						Total For Check # 336629		**24,586.58**
						Total For Fund 888		**24,586.58**
						Number of Invoices For Fund 888		**2**
						Total For ALL Checks		**4,101,174.66**
						Total Number of Invoices		**2,298**

City of Broken Arrow

Request for Action

File #: 26-290, **Version:** 1

Broken Arrow City Council
Meeting of: March 3, 2026

Title:

Presentation by Oklahoma Municipal League and recognition to City employees for reaching twenty-five years of service

Background:
Each year, the Oklahoma Municipal League (OML) Board of Directors recognizes officials and employees of cities and towns who have completed a minimum of 25 years of service. The honoree names are inscribed in a permanent Honor Roll of Service album at OML's office. In addition, the honorees are provided a certificate and a lapel pin recognizing their 25 years of service to municipal government.

Any municipal official or employee is eligible, as long as they have served municipal government for at least 25 years.

Being recognized for calendar year 2025:

Christopher Anderson-Solid Waste & Recycling Helper
Mark Back-Police Officer
John Keith-Solid Waste & Recycling Satellite RC Driver
Cindy Lane-911 Communications Supervisor
Ron Middleswart-Firefighter Specialist
Scott Oelke-Police Sergeant
Michael Shumar-Utilities Service Order Technician
Jerry Schuber-Solid Waste & Recycling

(unable to attend):
Brett Burton-Police Officer
Travis England-Fire Captain
Carey Harper-Administrative Secretary Police Operations
Christopher Johnson-Firefighter Paramedic
Jeffrey Tsotsoros-Solid Waste & Recycling Driver
Karen Weikel-Police Officer

Thank you all, we appreciate your continued years of municipal service!

Cost: n/a

Funding Source: n/a

Requested By: Kelly Cox, Human Resources Director

Approved By: City Manager's Office

Attachments: n/a

Recommendation:
No action required

City of Broken Arrow

Request for Action

File #: 26-86, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:
Update on the 2026 General Obligation Bond Package

Background:
The purpose of this item is to provide the City Manager and staff the opportunity to discuss certain aspects and updates on the upcoming 2026 General Obligation Bond package with City Council.

Cost: $0

Funding Source: N/A

Requested By: City Manager's Office

Approved By: City Manager's Office

Attachments: None

Recommendation:
Information only.

City of Broken Arrow

Request for Action

File #: 26-286, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:
Consideration, discussion, and possible approval to grant the creation and temporary assignment of the honorary street name of "Joanna Hamilton Cooper Avenue" to the segment of North Date Avenue extending from north to south on Broadway to Kenosha

Background:
Joanna Hamilton Cooper is the owner and operator of the Broken Arrow Nursing Home. Ms. Cooper has been caring for the community's elderly citizens since 1956.

Ms. Cooper's children have submitted a formal request to the City Manager and City Council on February 5, 2026, requesting a temporary Broken Arrow street sign be created in Ms. Cooper's honor. The street name of "Joanna Hamilton Cooper Avenue" would be placed below the permanent street signs. The requested segment is North Date Avenue extending from north to south on Broadway to Kenosha

Cost: N/A

Funding Source: N/A

Requested By: City Manager's Office

Approved By: City Manager's Office

Attachments: Letter from Paulie Poormon and Debra Woodard

Recommendation: Approve the creation and temporary assignment of the honorary street name of "Joanna Hamilton Cooper Avenue" on Date Avenue.
n/a

February 5,2026

City of Broken Arrow
220 S. First Street
Broken Arrow, Oklahoma 74012

Mayor Debra Wimpee
Broken Arrow City Council

Mayor Wimpee and City Council Members,

We are respectfully submitting this request for your consideration to add an additional street sign to the existing North Date Ave. sign that runs North and South from Broadway to Kenosha. We would like to add a sign that reads Joanna Hamilton Cooper Ave. to honor this very, very special lady.

Joanna is the Owner and Operator of the Broken Arrow Nursing Home which has been caring for this community's Elderly Citizens since 1956. In August she will be celebrating 70 years at this same location, 424 North Date Ave. The Nursing Home sits on the property that was originally the family's farm. Joanna, and her mother actually started with 11 Residents in the downstairs portion of the home. Joanna and her Daughter, Paulie are now together operating this 101-bed third generation facility.

Joanna graduated from Broken Arrow High School in 1956 and still stays in contact with her classmates and some are now residing at the Nursing Home. We even had the honor of caring for Councilman Johnny Parks sweet Mother and Councilman Parks can provide you with his personal accounting for Joanna.

Joanna is very active in the community with her Church, the Broken Arrow Museum, the Route 66 Club, Thunderbird club, Model A club and is a National Member of Antique Automobile Club of America. In October of this year, she will be turning 88 and we feel this would be such an honor to this very deserving wonderful lady. Thank you for your consideration.

Respectfully,
Paulie Poormon and Debra Woodard, Daughters

City of Broken Arrow

Request for Action

File #: 26-344, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:

Consideration, discussion, and possible approval of PUD-002592-2025 (Planned Unit Development), JCP Expansion, 0.64 acres, CG (Commercial General), located approximately just south of Washington Street (91st Street) and just west of Aspen Avenue (145th East Avenue), major amendment of PUD-50

Background:
PUD-002592-2025 (Planned Unit Development) is a major amendment to PUD-50 on 0.64 acres which is currently platted as Lot 7, Block 1 of the Brentwood Center addition. The property is located just south of Washington Street (91st Street) and just west of Aspen Avenue (145th East Avenue).

This amendment is intended to facilitate site plan approval of an expansion to an existing building on site. During the site plan review process a parking requirement of 1 parking space per 200 sq. ft. of building space was identified. This would have required 29 parking spaces for the existing building and proposed expansion; however, the site can only accommodate 12 parking stalls. Parking requirements under current code require "Office, business, or professional" uses to have 1 parking space per 350 sq. ft. which would require the existing building and proposed expansion to have 17 spaces. The applicant is requesting to change this parking ratio from 1 parking space per 200 sq. ft. of building floor area to 1 parking space per 525 sq. ft. of building.

The applicant is also requesting to remove the fire lane standards within PUD-50 in favor of modern fire lane regulations. Any fire lane or other fire safety aspect of the site plan will be reviewed and approved by the Broken Arrow Fire Marshal. There were no objections from the fire marshal to this change.

The applicant is also requesting to remove the requirement of Bradford pear trees along the rear of the property in favor of current landscaping buffer standards. Bradford pear trees are no longer on the list of accepted trees in the current Broken Arrow landscaping regulations.

The Planning Commission held a public hearing for this request at its February 12, 2026, meeting where they recommended approval of PUD-002592-2025 (5-0 vote). An adjacent property owner to the north of this site sent a letter with some concerns regarding drainage and a pile of dirt that was left around a power pole. A staff engineer has spoken with the adjacent property owner and determined that the issues are pre-existing and are on the adjacent property and not the property that is the subject of this PUD request. Staff is also reviewing a site plan (SITE-002086-2025) for this project, and the Fire Marshal and staff engineer have approved the site plan. Planning staff will complete their review of the site plan after the City Council has acted on the PUD major amendment request.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

Location	Comprehensive Plan	Zoning	Land Use
North	Level 4 - Commercial/Employment Nodes	CN - Commercial Neighborhood	General Commercial/Retail
East	Level 4 - Commercial/Employment Nodes	CG - Commercial General/ PUD-50	General Commercial/Retail
South	Level 4 - Commercial/Employment Nodes	CG - Commercial General/ PUD-50	General Commercial/Retail
West	Level 2 - Urban Residential	R-3, Residential Single-Family	Single-Family Residential

According to FEMA National Flood Hazard Layer Maps, no portion of this property is located within the 100-year floodplain. Water and Sanitary Sewer are available from the City of Broken Arrow.

Cost: $0

Funding Source: -

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Published Planning Commission Staff Report
Case Map
Aerial Photo
Design Statement PUD-50 Edited

Recommendation:
Approve PUD-002592-2025 per Planning Commission recommendations.

Broken Arrow Planning Commission
02-12-2026

To:	**Chairman and Commission Members**
From:	**Community Development Department**
Title:	
..title	
	Public hearing, consideration, and possible action regarding PUD-002592-2025 (Planned Unit Development), JCP Expansion, 0.64 acres, CG (Commercial General), located approximately just south of Washington Street (91st Street) and just west of Aspen Place (145th East Avenue), major amendment of PUD-50
..End	

Background:	
Applicant:	Jessi Stringer, Country City, LLC.
Owner:	Jonathan Pride, JCP Investments
Developer:	N/A
Engineer:	N/A
Location:	Approximately just south of Washington Street (91st Street) and just west of Aspen Place (145th East Avenue)
Size of Tract	0.64 acres
Number of Lots:	1
Present Zoning:	CG – Commercial General
Comp Plan:	Level 4 - Commercial/Employment Nodes

PUD-002592-2025 (Planned Unit Development) is a major amendment to PUD-50 on 0.64 acres which is currently platted as Lot 7, Block 1 of the Brentwood Center addition. The property is located just south of Washington Street (91st Street) and just west of Aspen Place (145th East Avenue).

This amendment is intended to facilitate site plan approval of an expansion to an existing building on site. During the site plan review process a parking requirement of 1 parking space per 200 sq. ft. of building space was identified. This would have required 29 parking spaces for the existing building and proposed expansion; however, the site can only accommodate 12. Parking requirements under current code require "Office, business, or professional" uses to have 1 parking space per 350 sq. ft. which would require the existing building and proposed expansion to have 17 spaces. The applicant is requesting to change this parking ratio from 1 parking space per 200 sq. ft. of building floor area to 1 parking space per 525 sq. ft. of building.

The applicant is also requesting to remove the fire lane standards within PUD-50 in favor of modern fire lane regulations. Any fire lane or other fire safety aspect of the site plan will be reviewed and approved by the Broken Arrow Fire Marshal. There were no objections from the fire marshal to this change.

The applicant is also requesting to remove the requirement of Bradford pear trees along the rear of the property in favor of current landscaping buffer standards. Bradford pear trees are no longer on the list of accepted trees in the current Broken Arrow landscaping regulations.

SURROUNDING LAND USES/ZONING/COMPREHENSIVE PLAN

The surrounding properties contain the following uses, along with the following development guide and zoning designations:

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North	Level 4 - Commercial/Employment Nodes	CN – Commercial Neighborhood	General Commercial/Retail
East	Level 4 - Commercial/Employment Nodes	CG – Commercial General/ PUD-50	General Commercial/Retail
South	Level 4 - Commercial/Employment Nodes	CG – Commercial General/ PUD-50	General Commercial/Retail
West	Level 2 - Urban Residential	R-3, Residential Single-Family	Single-Family Residential

According to FEMA National Flood Hazard Layer Maps, no portion of this property is located within the 100-year floodplain. Water and Sanitary Sewer are available from the City of Broken Arrow.

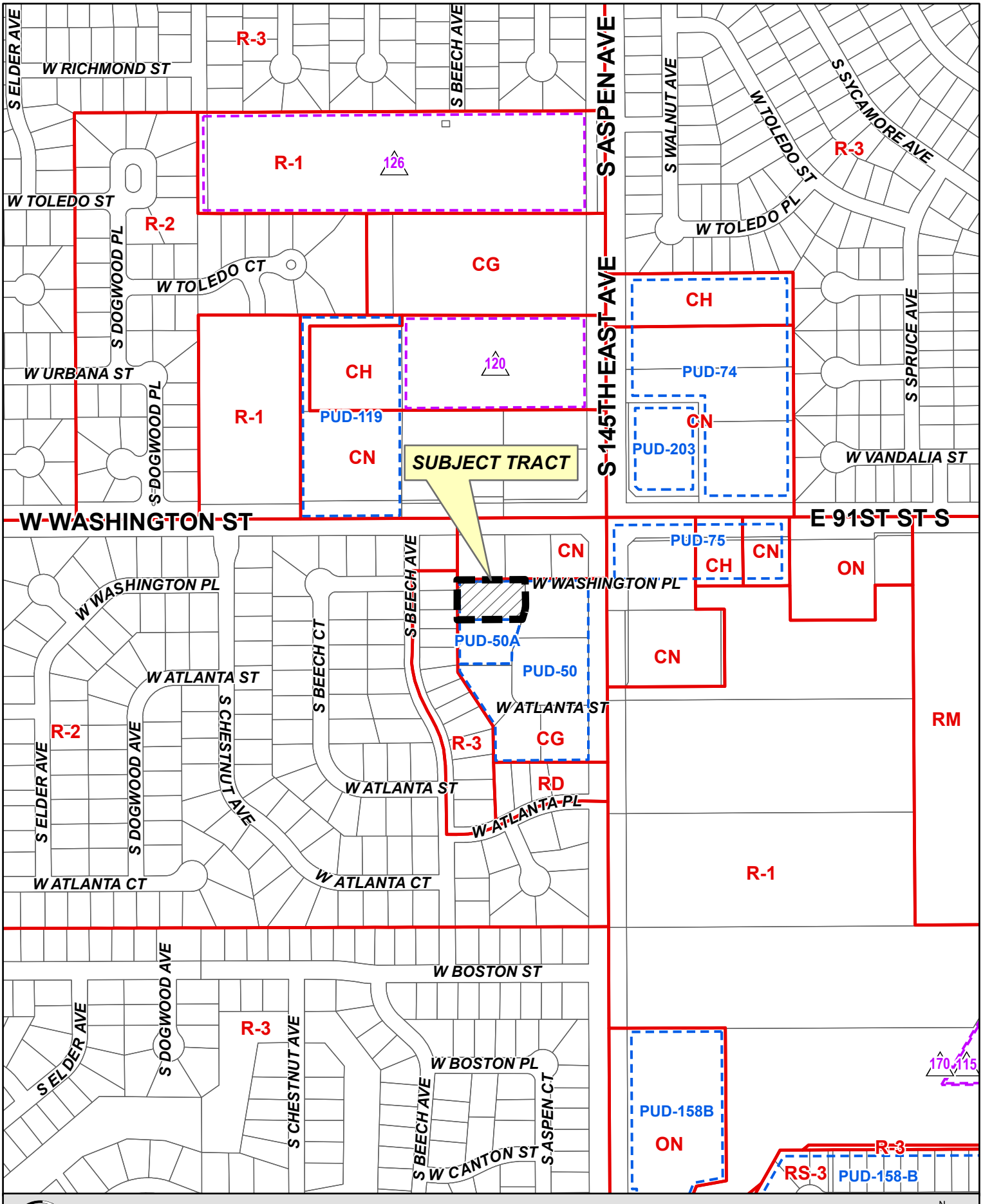
Attachments: Case Map
Aerial Photo
Design Statement
PUD-50 Edited

Recommendation:
Based on the location of the property and surrounding land uses, Staff recommends PUD-002592-2025 (Planned Unit Development) be recommended to the Broken Arrow City Council for approval.

Reviewed by: Jane Wyrick

Approved by: Rocky Henkel

JAJ


S ELDER AVE
W RICHMOND ST
R-3
S BEECH AVE
S ASPEN AVE
S WALNUT AVE
W TOLEDO ST
S SYCAMORE AVE
R-3
W TOLEDO PL
R-1
126
W TOLEDO ST
R-2
S DOGWOOD PL
W TOLEDO CT
CG
CH
S SPRUCE AVE
W URBANA ST
120
PUD-74
S DOGWOOD PL
R-1
CH
PUD-119
CN
PUD-203
CN
SUBJECT TRACT
S 145TH EAST AVE
W VANDALIA ST
W WASHINGTON ST
E 91ST ST S
PUD-75
CN
CH
CN
ON
W WASHINGTON PL
S BEECH AVE
W WASHINGTON PL
PUD-50A
PUD-50
CN
W ATLANTA ST
S BEECH CT
W ATLANTA ST
R-2
S CHESTNUT AVE
S DOGWOOD AVE
S ELDER AVE
R-3
CG
RM
W ATLANTA ST
RD
W ATLANTA PL
R-1
W ATLANTA CT
W ATLANTA CT
W BOSTON ST
S DOGWOOD AVE
S ELDER AVE
R-3
S CHESTNUT AVE
W BOSTON PL
S BEECH AVE
S ASPEN CT
W CANTON ST
170
115
PUD-158B
ON
R-3
RS-3
PUD-158-B
300' Radius
Subject Tract
PUD-002592-2025
0 100 200 400
Feet
21 18-14
N



Note: Graphic overlays may not precisely align with physical features on the ground. Aerial Photo Date: 2024

Subject Tract

PUD-002592-2025

0 100 200 400
Feet

21 18-14

N

PUD Amendment Request

Design Statement and Amended PUD-50

PROPERTY & OWNER INFORMATION

Owner: Jonathan Pride
Representative: Jessi Stringer with Eight Point Creative, LLC.

PUD Amendment – PUD-002592-2025
Lot 7, Brentwood Center Plat
Amendment to PUD-50 (1984)

I. REQUEST

The applicant requests approval of a minor amendment to Planned Unit Development No. 50 (PUD-50) as it applies to **Lot 7 of the Brentwood Center Plat**, to allow a building expansion of approximately **1,540 square feet**.

The requested amendment is limited in scope and is intended to modernize specific development standards originally adopted in 1984, while maintaining the overall intent of the PUD and ensuring continued compatibility with surrounding properties.

II. EXISTING CONDITIONS

Lot 7 is currently developed with a one-story commercial building that has been in long-term use with a small number of employees. The site has historically functioned with minimal parking demand and limited site circulation impacts.

The existing PUD standards governing Lot 7 were established over forty years ago and include requirements that no longer align with current City of Broken Arrow standards or the operational realities of the site.

III. PROPOSED DEVELOPMENT

The applicant proposes to expand the existing building footprint by approximately **1,540 square feet**. No change in use is proposed as part of this request.

The expansion will comply with all applicable building, fire, and life-safety codes and will be reviewed through the standard site plan and permitting process following PUD approval.

IV. REQUESTED AMENDMENTS

The following amendments are requested **for Lot 7 only**:

A. Parking Ratio Amendment

The original PUD requires a minimum parking standard of one (1) parking space per 200 square feet of building area, which would require a number of parking spaces that is not feasible on Lot 7 without significantly altering site circulation, fire access, and existing development patterns.

The applicant requests approval of a revised parking ratio of:

- ***One (1) parking space per approximately 525 square feet of building area for Lot 7.***

This ratio more accurately reflects the existing and anticipated operational needs of the building and is consistent with the long-standing low-intensity use of the site.

B. Fire Lane and Side Yard Clarification

The original PUD designates side yards as fire lanes with a minimum width of 20 feet. The applicant requests clarification that:

- ***Fire access for Lot 7 shall be provided in accordance with current City of Broken Arrow Fire Department standards, rather than fixed dimensional requirements established in 1984.***

This amendment allows fire access to be reviewed and approved by the Fire Department based on current codes and best practices.

C. Landscaping and Tree Requirement Amendment

The original PUD requires the installation of Bradford Pear trees along specific property lines. The applicant requests removal of the species-specific requirement and approval of the following:

- ***Landscaping for Lot 7 shall be provided in accordance with current City of Broken Arrow landscaping standards, subject to staff review and approval.***

This amendment removes an outdated and no longer recommended tree species while maintaining the intent of perimeter screening and landscaping.

V. CONSISTENCY WITH PUD INTENT

The proposed amendments do not alter the fundamental intent of PUD-50. The development will remain commercial in nature and compatible with surrounding uses.

The requested changes modernize specific standards while preserving the established development pattern, access, and overall site character envisioned under the original PUD.

VI. CONCLUSION

The applicant respectfully requests approval of the proposed amendments to PUD-50 as they apply to Lot 7, as the request is limited in scope, consistent with current City standards, and necessary to allow reasonable reinvestment in an existing commercial property.

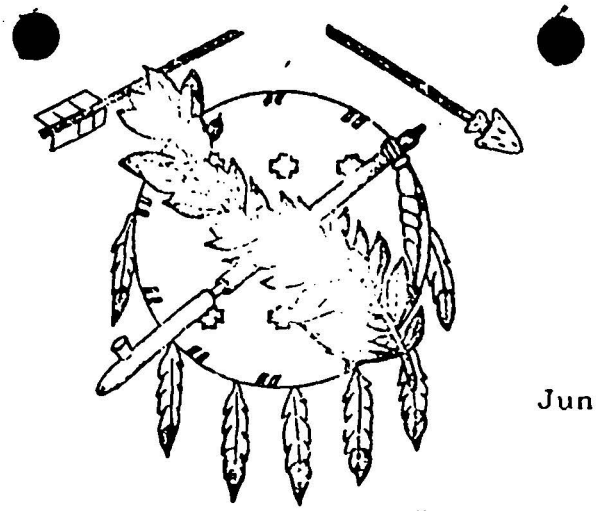
Thank you,



Jessi Stringer
Eight Point Creative, LLC.
Owner
405.517.9105
EightPointCreative@gmail.com
www.eightpointcreative.com

CITY PLANNING

DEPARTMENT



June 19, 1984

Joe Hanes
10915 E. 31st
Tulsa, Ok 74146

Re: PUD #50

Dear Mr. Hanes,

The Broken Arrow City Council in their meeting of June 18, 1984, conditionally approved PUD #50, a planned unit development application on a a tract located south of the southwest corner of Washington (91st) and Aspen (145th).

The Council approved this application with the submitted text and the following conditions.

1. Ground signs to be limited in number to one per parcel along the Aspen frontage and located at least 50' from the Aspen right-of-way. All other provisions of the sign ordinance should apply. No temporary or mobile signs should be permitted in this addition other than temporary permitted signs not to exceed 60 days. All mobile signs to conform with existing sign ordinances.

2. A maximum of four access points along Aspen to be allowed. One 30' point in the northeast corner of parcel 1. One 40' point in parcel 1. One 40' point in center of parcel 2 and one 40' point between parcels 2 & 3. Acceleration-deceleration lanes to be provided, for the entire property frontage on Aspen (145th). The design of the acceleration-deceleration lanes to be addressed at the platting stage and the site plan stage.

3. Opaque site screening fences minimum 6' in height to be provided along the south and west property lines.

4. Any proposed two story structure shall be located a minimum distance of 75' from any residential zoned area. All one story structures can be permitted within a minimum 50' distance from a residential zoned area.

5. ~~A minimum parking space standard of one space per 200 sq. ft. of building area should be provided for all parcels.~~ For Lot 7 only, a minimum parking standard of one (1) parking space per approximately 525 square feet of building area shall be required.

6. Plat restrictive covenant provisions should specify that maintenance of the private street should be the responsibility of all parcel owners. The construction schedule of that street should also be specified.

7. ~~Side yards to be at least 20' wide and designated as fire lanes.~~ Side yard setbacks shall be provided in accordance with the approved site plan for Lot 7 of PUD-50. Fire access at Lot 7 shall be provided in accordance with current City of Broken Arrow Fire Department standards.

8. The property shall be replatted.

9. Final site plans for each parcel to be submitted before issuance of building permits.

10. No vehicles under major repair to be parked outside overnight.

11. ~~Bradford Pear trees (approx. 6' high) to be planted at 25' centers on the west, south and east property lines as shown in the applicants presentation to the Planning Commission.~~ Landscaping at Lot 7 shall be provided in accordance with current City of Broken Arrow landscaping standards.

Action by the Council is recorded in the minutes of the June 18, 1984 meeting.

Should you have any questions regarding this matter, please contact me.

Sincerely,

Farhad K. Daroga

Farhad K. Daroga
City Planner

FKD/sn

cc: Jim Whitlock
Bob Acklin, Brentwood Development Inc.

PLANNED UNIT DEVELOPMENT

FOR

BRENTWOOD CENTER

PLANNED UNIT DEVELOPMENT
FOR
BRENTWOOD CENTER

DEVELOPMENT CONCEPT

Brentwood Center is a commercial development providing individual lots for different commercial uses.

Existing zoning of C-2 permits the construction of a neighborhood shopping center. The proposed zoning as shown on Exhibit "A" requires that a portion of the property be zoned C-4. This new zoning permits the operation of a retail automotive parts and supply store and auto repair. This PUD will limit the use of this C-4 zoned area to a combined auto parts and supply with attached auto repair facilities.

The location of Brentwood Center along South Aspen Avenue, just South of West Washington Street provides ready access to the arterial street system.

A landscape buffer abutted the existing residential development to the West and South together with additional required landscaping are a primary design feature of Brentwood Village. A mutual access roadway with landscaped islands required as a delineator will also provide additional esthetic appeal.

Any required sanitary sewers, water mains, storm sewers and section line street paving improvements will be constructed in accordance with the requirements of the City of Broken Arrow.

STATISTICAL SUMMARY

Area:	228,367 s.f.
Maximum Coverage:	75,361 s.f. = 33.0%
Minimum Building Line Set back along Aspen:	50 feet
Minimum Rear Building Line Set back Adjacent to the Residential Development:	50 feet (1 story) ~~75 feet (2 story)~~ C-2 equivalent
Minimum Set back along North Property Line:	30 feet
Parking - Parking/Floor Area:	3/1

DEVELOPMENT STANDARDS

Area:	
Lot 1	39,321 s.f.
Lot 2	54,354 s.f.
Lot 3	28,691 s.f.
Lot 4	27,064 s.f.
Lot 5	19,151 s.f.
Lot 6	32,467 s.f.
Lot 7	27,319 s.f.
Total	228,367 s.f.
Maximum Coverage*/Height	
Lot 1	11,284 s.f./1 story
Lot 2	19,628 s.f./2 story
Lot 3	9,468 s.f./1 story
Lot 4	8,931 s.f./1 story
Lot 5	6,319 s.f./1 story
Lot 6	10,714 s.f./1 story
Lot 7	9,015 s.f./1 story
Total	75,359 s.f.

*By mutual consent of two or more lot owners, allowable coverage may be transferred between lots, except that the total maximum coverage of the affected lots may not exceed the total maximum coverage allowed for said affected lots.

Minimum Building Line Set back Along Aspen:	50 feet
Minimum Rear Building Line Set back Adjacent to the Residential Development:	50 feet
Minimum Building Set back along North Property Line:	30 feet
Minimum Side Yard Set backs:	
Lot 1	15 feet
Lot 2	15 feet, 1 story; 30 feet, 2 story
Lot 3	15 feet
Lot 4	15 feet
Lot 5	15 feet
Lot 6	15 feet
Lot 7	15 feet

Minimum Set back Adjacent to the Mutual Access Roadway - From Lot Line: ? 40 feet

Parking - Parking/Floor Area: 3/1

Uses Permitted:

Lots 1, 3, 4, 5, 6 and 7 — Per Section 23.3, Column C-2 of the Zoning Ordinance.

Lot 2 — Combined Auto parts and supply with attached auto repair facility or Per Section 23.3, Column C-2 of the Zoning Ordinance.

Signs: Should be included B [illegible] — Per Article 6, Section 15.9 for the C-1 General Commercial District. All signs along Aspen must be no closer than the East property line, no encroachment on the dedicated street will be allowed.

Landscaping - General: Landscaping as shown on Exhibit "B" will be required. This includes an 8 feet wide landscape buffer adjacent to the residential development to the West and South, a 5 feet wide strip between drives adjacent to the mutual access roadway and an 8 feet wide strip adjacent to the East property line.

Landscaping per Lot:

In addition to the Landscaping required under "Landscaping - General", each Lot shall have the following square feet of landscaping required:

Lot 1	500 s.f.
Lot 2	430 s.f.
Lot 3	320 s.f.
Lot 4	350 s.f.
Lot 5	360 s.f.
Lot 6	600 s.f.
Lot 7	300 s.f.

This landscaping shall be located on an affected Lot so as to provide a pleasing and esthetic value to the Plot Plan Layout.

Plot Plan and Landscaping Approval:

Prior to application for a building permit, on any affected lot, ____ sets of the Plot Plan with the landscaping shown shall be submitted to the Planning Commission for approval. All plants shall be shown with both their common and scientific name.

LEGAL DESCRIPTION

All of Lot 4, Block 1 of Brentwood Village, an addition to the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded plat thereof, containing 228,367 square feet more or less.

City of Broken Arrow

Request for Action

File #: 26-300, **Version:** 1

Broken Arrow City Council
Meeting of: March 3, 2026

Title:

Consideration, discussion and possible approval of the Fiscal Year 2025-2027 collective bargaining agreement with the Fraternal Order of Police (FOP) Lodge No. 170

Background:
The City's negotiating team began contract negotiations in May 2025 for a new collective bargaining agreement to begin July 1, 2025. The negotiation team consisted of Cindy Arnold, Finance Director, Lance Arnold, Police Chief of Police, and Kelly Cox, Human Resources Director.

After approximately six (6) months of negotiations, the FOP declared impasse and an arbitration hearing was pending scheduling. At an attempt to avoid arbitration, settlement agreements were exchanged and the parties reached a tentative agreement for a 2025-2027 contract (2-year contract), prior to the scheduled arbitration dates moving forward.

The tentative agreement, effective July 1, 2025 through June 30, 2027 includes the following substantive changes:

Article 2-Authority and Term. Date changes only.

Article 12-Grievance Procedure. Mirror grievance timeframe responses for FOP and City Manager. Include secondary arbitration Service in the event the Federal Mediation and Conciliation Services is unavailable.

Article 15-Dues Deduction. Change method of dues distribution to the FOP from paper check to direct deposit.

Article 20-Holidays. Remove floating holiday from list of holidays an employee may choose to work as the floating holiday is not an observed holiday. Add Martin Luther King Jr. holiday to holiday pay list. Employees who are called in on a holiday and who work the full shift on that holiday will receive compensation at 2 times their base hourly rate.

Article 21-Sick Leave. Revise sick leave incentive payout to be based on an equivalent number of hours in a day of the assigned shift as of July 30.

Article 22-Compensation. Pay will be increased by 4% effective July 1, 2025 and 4% effective July 1, 2026. Fix promotional pay disparities- if a newly promoted supervisor receives a higher pay step than a more senior supervisor within the same pay range, the pay disparity will be corrected by advancing the more senior supervisor to the same step as the person newly promoted.

Article 23-FLSA Implementation/Overtime. Increase call-out pay from four (4) to five (5) hours if call out status is for a period less than 80 hours in a seven (7) day period. Increase call-out pay from eight (8) to ten (10) hours if the call out status is for a period greater than eighty hours in the seven (7) day period.

Article 24-Longevity. (beginning at year 2, maximum 25 years of service) Beginning July 1, 2025, longevity will be increased from $325/year to $525/year. Beginning July 1, 2026, longevity will increase to $600/year. After June 30, 2027, longevity will increase to $650/year.

Article 25-Vacation. Permits employees to donate accrued vacation leave to a fellow employee who is suffering from or has an immediate family member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate employment. In addition, shared leave may be donated to an employee who encounters a personal crisis, which does not include a severe illness or injury.

Article 30-Retirement. Includes retiring members the opportunity to retain all attachments on city-issued handguns, and purchase their assigned duty rifle. Also provides the retiree the option to purchase non-standard issue accessories and attachments at the current price of the items.

Article 38-Duration of Agreement. Contract remains in force and effect until June 30, 2027.

Total cost includes the increase in direct costs for current personnel on salary and longevity from current. The cost is an estimation based on salaries as of February 19, 2026, and does not include merit/step which may be received between current and June 30, 2026, or steps for FY 2026-2027. Calculation does not include retroactive wages which may be applied due to promotion and/or step increase dates. 2025-2026 estimation $1,050,535.36. FY 2026-2027 estimation $1,262,143.77.

Cost: Estimated increased cost $2,312,679.13

Funding Source: Police Sales Tax Fund

Requested By: Kelly Cox, Human Resources Director

Approved By: City Manager's Office

Attachments: 2025-2027 FOP draft
2025-2027 FOP final

Recommendation:
Approval of the Fiscal Year 2025-2027 collective bargaining agreement with the Fraternal Order of Police (FOP) Lodge No. 170

AN AGREEMENT WITH:

THE CITY OF BROKEN ARROW, OKLAHOMA,
A Municipal Corporation

and

FRATERNAL ORDER OF POLICE
Lodge No. 170

FISCAL YEAR ~~2024-2025~~2025-2027

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ARTICLE 1

PURPOSE OF AGREEMENT

Pursuant to Title 11, Section 51-101 et seq. it is the intent and purpose of this Agreement, entered into by and between THE CITY OF BROKEN ARROW, OKLAHOMA, hereinafter referred to as EMPLOYER, and LODGE NO. 170, FRATERNAL ORDER OF POLICE, hereinafter referred to as LODGE, to achieve and maintain harmonious relations between the parties hereto, to provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement and to establish wages, hours and other terms and conditions of employment.

ARTICLE 2

AUTHORITY AND TERM

Section 1. The Employer and Lodge have, by these presents, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the Employer and the Lodge.

Section 2. This Agreement shall be effective as of the 1st day of July ~~2024~~ 2025 and shall remain in full force and effect until midnight the 30th of June ~~2025~~ 2027 in accordance with the provisions of the Fire and Police Arbitration Act.

ARTICLE 3

RECOGNITION

Section 1. The City of Broken Arrow recognizes the Fraternal Order of Police Lodge #170 as the exclusive bargaining agent for all employees covered by this agreement.

Section 2. The term employees as used herein shall be all fulltime commissioned officers of the City of Broken Arrow Police Department but does not include, for the purposes of exclusive recognition, the Police Chief, and Administrative Assistant to be designated by the Police Chief and in certain circumstances probationary employees. A fulltime commissioned police officer is an officer who is scheduled to work at least 40 hours in a work week and who is certified as a law enforcement officer by the Council on Law Enforcement, Education and

Training.

The parties acknowledge that City of Broken Arrow Code of Ordinances and personnel rules require that new employees of the Police Department serve a one-year probationary period from the date of hire. At the discretion of the Chief of Police, the probationary period may be extended up to an additional three (3) months for those employees who exhibit difficulty in properly responding to training during the Broken Arrow Police Academy and/or Field Training Program. The probationary period is defined as a trial period considered as part of the selection process during which a new employee is required to successfully demonstrate his or her ability to perform the duties required of the position.

To ensure compliance with relevant state law and with the intent and purpose of the City of Broken Arrow Code of Ordinances and personnel rules probationary employees who have become full time commissioned officers, as defined by this section, but have not completed the one year employment probationary period shall be covered by the labor agreement only to the extent required by state law. Fulltime commissioned officers who have not completed the employment probationary period as required by the City of Broken Arrow Code of Ordinances and personnel rules, and noted in Section 2 above, shall not be provided any grievance rights pertaining to any form of discipline up to and including dismissal within the agreement until the probationary period has been successfully completed as required by the City of Broken Arrow Code of Ordinances and personnel rules.

Probationary employees who have not become fulltime commissioned officers, or have not met provisions as noted in Section 2 above, shall not be covered by the labor agreement.

ARTICLE 4
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The Lodge recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities, and the power or authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement are retained by the Employer, and all rights, powers and authority the Employer had prior to the signing of the Agreement are retained by the Employer and remain exclusively without limitations, within the rights of the Employer.

Section 2. Except as may be limited herein, the Employer retains the rights in accordance with the Constitution, the laws of the State of Oklahoma, and the ordinances and regulations promulgated there under:

A. To determine Police Department policy, including the right to manage the affairs of the Police Department in all respects, except as stated above;

B. To assign working hours, including the use of voluntary or mandatory overtime as determined necessary for adequate staffing levels for Officers per shift to properly meet the department's mission to ensure citizen safety, protection of properties as well as employee safety;

C. To direct the members of the Police Department, including the right to hire, promote or transfer any bargaining unit member; and, to terminate, suspend, demote or otherwise discipline any bargaining unit member for just cause;

D. To determine the table of organization of the Police Department, including the right to organize and re-organize the Police Department and the determination of job classifications and ranks based upon duties assigned;

E. To determine the safety, health and property protection measures for the Police Department;

F. To allocate and assign work to police officers within the Police Department;

G. To be the sole judge of the qualification of applicants and training of new employees;

H. To schedule the operations and to determine the number and duration of hours of assigned duty per week, including the right to establish processes involving Officer voluntary or mandatory call back, call back roster establishment and roster tracking/maintenance; (also, see Article 23)

I. To establish and enforce Police Department rules, regulations and orders;

J. To introduce new, improved or different methods and techniques of operations of the Police Department or to change existing methods and techniques;

K. To determine the amount of supervision necessary;

L. To control the departmental budget;

M. To take whatever actions may be necessary to carry out the mission of the Employer

in situations of emergency.

ARTICLE 5
PREVAILING RIGHTS

All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operations and administration of the Broken Arrow Police Department currently in effect on the effective date of any negotiated Agreement shall be deemed a part of said Agreement unless and except as modified or changed by the specific terms of such Agreement.

ARTICLE 6
PROHIBITION OF STRIKES

Section 1. During the term of this Agreement, the Lodge agrees to a prohibition of any job action, i.e. strikes, work slowdowns, mass absenteeism, or being part to such activities. The Lodge shall not be in breach of Agreement where the acts and actions heretofore enumerated are not caused or authorized by the Lodge. Lodge shall not aid or assist any person or parties engaged in the above prohibited conduct, by giving direction or guidance to such activities and conduct, or by providing funds, financial and other assistance for the conduct or direction of such activities or for the payment of strike, unemployment or other benefits to those persons or parties participating in such prohibited conduct and activities; provided, however, the Lodge may provide legal representation.

Section 2. Upon notification confirmed in writing by the Employer to Lodge that certain of its members are engaging in an alleged wildcat strike, the Lodge shall, within a reasonable time period, in writing, order such members to return to work at once and provide the Employer with a copy of such an order and an officer of the Lodge shall publicly order them to return to work. Such characterization of the strike by the Employer shall not establish the nature of the strike. Such notification by the Lodge shall not constitute an admission by it that the alleged wildcat strike is in progress or has taken place or that any particular member is or has engaged in an alleged wildcat strike. The notification shall be made solely on the representations of the Employer.

ARTICLE 7

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, term or obligation contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership, governance, management, or administration of either party hereto, or by change geographically of the place of business or the seat of government or either party hereto.

ARTICLE 8

SENIORITY

Section 1. Seniority shall mean the status attained by length of continuous service in rank. It shall commence from the date on which the Employee was hired as a police officer, upon satisfactory completion of one (1) year probationary period.

Section 2. Where two (2) or more employees are hired on the same date, their relative seniority standing shall be determined in the order of their employment application. When two (2) or more officers are promoted on the same date, their seniority shall be determined by their ranking on the promotion list. Provided, if two (2) or more officers are tied on the promotion list and are promoted on the same date, their relative seniority standing shall be determined by the date of their employment application.

Section 3. Seniority shall be lost upon the occurrence of any of the following:

A. Discharge, if not reversed;

B. Resignation;

C. Unexcused failure to return to work upon the expiration of a formal leave of absence; from a notification of return to work after layoff; after having been laid off for a period of twelve (12) months.

D. Retirement.

Section 4. Bargaining unit members demoted in rank shall have their seniority adjusted

to reflect their years of service at the greater rank(s) included in their years of service at the newly assigned rank.

ARTICLE 9
MANAGEMENT-BARGAINING AGENT MEETINGS

Section 1. The City Manager or designated representative and the president of the Lodge or designated representative shall meet at the request of either party any time or place mutually agreed upon. If at any such meeting, either party shall request a progress report on a particular subject or problem, the requested party shall deliver the report at the next Management-Bargaining Agent meeting.

Section 2. The purpose of such meeting shall be to encourage and facilitate communication between the parties and to determine recommendations concerning all problems of mutual concern, including but not limited to potential grievance situations.

Section 3. The function of these meetings shall neither supersede, nor limit the provision of this Agreement relating to the grievance procedure. These meetings shall not be used to circumvent the collective bargaining process or the grievance procedure established herein.

ARTICLE 10
UNION BUSINESS

Section 1. Any employee elected as an officer of the Lodge or as a delegate to a Lodge activity pertaining to Lodge business shall be granted a leave of absence without pay, subject to the staffing requirements of the Department. Written notice for such a leave shall be forwarded to the Chief of the Broken Arrow Police Department at least five (5) business days in advance for his or her approval.

In lieu of a leave of absence without pay elected officers of the Lodge may utilize a one hundred sixty (160) hour paid leave bank to attend national, state or local FOP conventions, conferences, meetings and/or seminars. The paid leave bank shall not exceed one hundred sixty (160) hours during the term of the agreement. Use of the paid bank shall be subject to the scheduling priorities described in this section.

Section 2. It is agreed by the Employer that members of the negotiating team shall be allowed time off with pay for all meetings which are mutually set by the Employer and the Lodge. For the purposes of this Article, the negotiating team shall not exceed four (4) members plus the Lodge President.

Section 3. The duly elected grievance committee may be granted up to four (4) hours, without loss of pay, during any one work week, for the purpose of investigating and/or processing alleged or actual grievances from members of the bargaining unit. Such time may be accumulated up to a maximum of four (4) hours. Such time shall be requested and approved by the appropriate Major and shall be scheduled such that the Police Department operations are not impeded by the absence from duty.

Section 4. The Lodge may have a bulletin board within the Police Station, its size not to exceed 4' X 6' and with a location in close proximity to the Patrol Division Squad Room, placement will occur in a mutually agreed upon location. It is for notices concerning Lodge, educational, recreational and social affairs and such other matter as may be agreed upon by the Lodge, and material shall be signed by an officer of the Lodge. It shall be the responsibility of the Lodge to maintain the materials they post, to insure that the posting of such material is limited only to the bulletin board.

It is understood that material of a political, controversial or inflammatory nature shall not be posted. For the purposes of this Article, political shall be defined to include matters dealing with the administration of public affairs or pertaining to the political activities at the local, state or national level. For the purposes of this Article, inflammatory shall be defined as those comments tending to excite passion, tumult or of a personal derogatory nature, especially those comments directed towards the administration of the police department, local government, or toward elected officials of the City of Broken Arrow.

ARTICLE 11
REDUCTION IN FORCE

In case of a personnel reduction, the employee with the least seniority will be laid off first. In determining seniority for the purpose of personnel reduction, only the length of continuous

service as a Broken Arrow Police Officer, regardless of rank, shall be counted. Generally, no new employee will be hired until the laid off employee list is exhausted as to each available opening subject to the following requirements:

A. At the time of layoff only accrued vacation, holiday and compensatory time shall be paid. Accrued sick leave shall be retained but will not be paid. All other benefits shall cease.

B. All federal obligations due under COBRA health care continuation legislation shall be offered in accordance with the federal statute.

C. Laid off employees shall possess limited recall rights for a period of twelve (12) months from the date of layoff notification as follows: should a full-time opening occur within the employee's classification the laid off employee will be notified in order of seniority by registered or certified letter to the last known mailing address.

D. During such period of layoff there shall be no accrual of any contractual benefit except seniority as set forth in Article 8, Section 3c or except as may be required by applicable federal or state law.

E. Bargaining unit members affected by a reduction in force will be notified at least 30 calendar days in advance of the date of the layoff.

ARTICLE 12
GRIEVANCE PROCEDURE

Section 1. The Lodge or any employee covered under this Agreement may file a grievance within ten (10) business days of alleged occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement. Filing a grievance with the City shall by defined as submitting a written grievance to the grievant's immediate supervisor or if the immediate supervisor is unavailable a superior officer. If the FOP is filing a grievance it shall be submitted to the Police Chief or designated Administrative Assistant and be discussed with the Chief or designated Administrative Assistant simultaneous to its filing.

Section 2. The Lodge President or his or her authorized representative, may report an

impending grievance to the Police Chief in an effort to forestall its occurrence. If the impending grievance is settled at this stage, the settlement shall be in writing.

Section 3. Any controversy between the Employer and the Lodge or any employee concerning the interpretation, enforcement of or application of any provision of this Agreement, concerning any of the terms or conditions of employment contained in this Agreement, shall be adjusted in the following manner:

A. If a grievance is filed by the employee, simultaneous with its written filing with the City as described in Section 1 the grievance shall be discussed by the employee with his or her immediate supervisor or the next officer in the chain of command. Said Employee's Lodge President, or alternate, shall be present at said discussion. The answer to the grievance shall be submitted in writing by the supervisor or next higher ranking officer, within five (5) business days to the Police Chief or his/her designee, to the Employee(s) involved and to the Lodge President.

B. The supervisor will respond to those issues where that authority has been generally designated by the Police Chief. If they have not been so designated, they shall simply respond in writing that they do not have the authority to act on the grievance. In any case, the City/Police Chief shall not be bound by the supervisor's grievance response and shall have seven (7) days to notify the employee and/or the FOP in writing that the response is unacceptable and therefore void, or in the alternative, that the grievance response answer to the employee or Union is modified as noted in the Chief's response.

C. If the grievance is not settled by the provision of Section 3A and B, the grievant shall submit in writing to the Lodge Grievance Committee the grievance within fifteen (15) business days from the date of the supervisor's response. The Lodge Grievance Committee shall determine, in its sole discretion and judgment within fifteen (15) business days of the date of the supervisor's response, whether or not a

grievance exists within the terms and condition of this agreement.

1. If the Lodge Grievance Committee finds a grievance does exist, the Committee shall submit the grievance, in writing, within the above stated fifteen (15) business days to the Police Chief for adjustment.

2. If the Lodge Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary. The Lodge shall notify the City in writing within the above stated fifteen (15) business days of its decision not to proceed with the grievance.

D. The Police Chief's answer shall be submitted in writing to the Employee(s) involved and to the Lodge Grievance Committee within ten (10) business days from receipt of the Lodge's grievance. If the grievance has not been settled in the determination of the Lodge, then it then shall be sent to the City Manager for adjustment within fifteen (15) days of receipt of the Chief's response.

E. The City Manager's answer shall be submitted, in writing, to the Chief of Police, the employee involved (as applicable), and the Lodge Grievance committee within ten (10) business days of receipt of the Lodge grievance. If the Lodge Grievance Committee determines the grievance has not been settled within fifteen (15) days of receipt of the City Manager's grievance response, the Lodge shall notify the City within the same fifteen (15) ~~business~~ day timeframe in writing of its request for arbitration. The grievance shall be submitted to arbitration for adjustment as follows:

1. The parties shall jointly request within five (5) business days from the date of the Lodge request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service, or other mutually agreed upon Service.

2. Within seven (7) business days from the receipt of such a panel, a representative of the Lodge and the City shall meet and alternately strike

names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. In lieu of meeting the parties or their representatives may have a phone conference for purposes of striking the list. The party requesting arbitration shall strike the first name. Either party may totally reject one full panel and request a new panel.

3. Upon notification to the Federal Mediation and Conciliation Service (FMCS), or other mutually agreed upon Service, of the selection of the arbitrator, and when the arbitrator is contacted, the date for the Arbitration Hearing shall be set by mutual agreement between the Lodge and City representatives and the arbitrator. It is the intent of the parties to attempt to have all grievance hearings scheduled and conducted within no more than sixty (60) days from selection of the arbitrator if it is reasonably possible.

4. The arbitrator is expected to render a decision and award within the timeframe set out in the FMCS, or other mutually agreed upon Service, rules and procedures. A copy of the opinion shall be mailed or delivered to the Lodge and the Employer.

5. With respect to the interpretation or application of the provisions of the Agreement, the decisions, findings and determinations of the arbitrator shall be final and binding upon the parties to this Agreement.

6. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereof. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present agreement, or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievances.

7. The cost of the impartial arbitrator shall be shared equally between the Lodge and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it, however the parties may, in advance of the hearing, agree to share equally the cost of the transcript and

if so both parties shall receive the transcript.

Section 4. All time limits set forth in the Article may be extended by mutual consent, in writing, but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, the party shall have no further right to continue the grievance.

Section 5. It is specifically and expressly understood that filing a grievance under this Article which has as its last step, final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, the Lodge or other representatives of the party, to litigate or otherwise contest the last answer rendered through the Grievance Procedure, in any Court or other appeal forum.

ARTICLE 13
MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

Section 1. Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties under state, federal and/or local laws respecting the obligation of the Employer and Lodge alike to abide by applicable anti-discrimination laws, and affirmative action responsibilities, if any. In this regard and not by way of limitation, the parties agree to promote anti-discrimination on account of race, color, size, national origin, religion, sex, status of Lodge membership, political affiliation, disability status and any applicable veterans' re-employment rights legislation.

Section 2. To the extent this Agreement conflicts with overriding federal, state or municipal equal employment or anti-discrimination laws then and only in that event shall those laws control.

ARTICLE 14
POLICY AND PROCEDURES

Section 1. All proposed amendments to the Broken Arrow Police Department Policy

and Procedures Manual shall be posted and comment is invited from all officers for a fifteen (15) calendar day period from the date of posting. The Lodge President or designee shall initial each amendment at the time of posting.

The Chief of Police shall give due consideration to all written comments submitted during the fifteen (15) calendar day period, but is not required to adopt or implement any of the comments submitted.

After the fifteen (15) calendar day comment period, the proposed amendment shall be affected or the proposed amendment shall be changed to reflect the language agreed to by the Chief and the commenting party.

If after the amendment has been affected, a member of the department wishes to oppose the amendment, he or she shall so notify the Chief of Police and the issue shall be placed before the City Manager. The City Manager shall receive comment from the parties and support or reject said comments with a written response to all parties within forty-five (45) calendar days of receipt of all comments.

Section 2. Each officer shall receive a copy of the policy amendment within thirty (30) calendar days of the effective date of the amendment.

ARTICLE 15
DUES DEDUCTION

Section 1. The Employer agrees to deduct regular monthly Lodge dues from earned wages of those employees who are in the bargaining unit. The deduction shall be made from each paycheck in an amount certified to be correct by the Secretary-Treasurer of the Lodge local. ~~A check for the total deductions shall be mailed to the Treasurer of the Lodge no later than fifteen (15) calendar days after the deduction is made.~~The total deductions shall be made to the Lodge via direct deposit within five (5) calendar days after the deduction is made. The payroll deduction shall be revocable by the employee notifying the City in writing. The Lodge shall be notified of any revocation.

Section 2. The City will deduct only Lodge dues from the employee's paycheck, and will not deduct initiation fees, special assessments, fines or other deductions, except for dues. In

the event of any increase or decrease in Lodge dues, the Lodge will give the Employer thirty (30) calendar days written notice in order to allow the Employer to make the proper changes in its accounting records. No deductions will be made when the salary to be paid an employee is not sufficient to cover the amount deducted.

Section 3. The City will provide the Lodge Treasurer with a detailed report showing individual's name, division/department, and a deduction amount at the time of the payment.

Section 4. All deductions will be for the month in which they are taken. All deductions refundable at the time of termination or resignation will be refunded by the Lodge. The Employer shall not be responsible for errors. In case of an error or improper deduction, made by the Employer and paid to the Lodge, a proper adjustment of the same shall be made by the Lodge with the employee affected.

Section 5. The Lodge shall indemnify, defend and hold harmless, the City against any claims made, and against any suits instituted against the City on account of payroll deduction of Lodge dues.

ARTICLE 16
EDUCATIONAL COMPENSATION

Section 1. Employees of the bargaining unit who are commissioned police officers shall receive monthly compensation for obtaining a degree from an accredited college or university as follows:

A.A.	B.S.	Masters
$75	$125	$200

Section 2. Employees hired after September 6, 1994 shall be ineligible for the Associate degree pay described in Section 1.

Section 3. Bargaining unit members may be reimbursed up to a maximum of one hundred percent of tuition and book expense upon satisfactory completion of a college course(s) that is considered police related. The maximum amount reimbursed shall be based on the tuition, fees and book expense established by the State Regents for Higher Education for Oklahoma State

supported public institutions. The City will also provide reimbursement for expenses related to media and/or software which is specific to a particular course of instruction (and not general Microsoft Office software packages for example). The amount of reimbursement shall be based on the following:

If the bargaining unit member earns a grade below "C" or withdraws from the course no reimbursement shall be provided. The maximum amount of reimbursement shall not exceed $1,200 per semester.

The following degree programs shall be considered police-related: Psychology, Sociology, Law Enforcement, Government, Political Science, Criminal Justice, Police Science, Corrections, Computer Science or other specific programs as approved by Management.

Section 4. An officer holding multiple degrees shall only receive the compensation identified for the highest single degree for which he or she qualifies.

ARTICLE 17
FAMILY LEAVE

Section 1. Death in Family. In the event of a death in the immediate family of an employee, the employee shall be granted up to three (3) calendar days off, with pay, at the time of the death. The definition of immediate family in regard to funeral leave is spouse, employee's parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents of the employee or spouse, son, daughter and grandchildren, or "foster" or "step" situations within these categories, or any person whose relationship could justify the employee's absence, provided special approval by the Police Chief is first obtained. The Police Chief or designee may extend funeral leave benefits if the travel requirements to attend the funeral are such that the regular three (3) day benefit is insufficient for the bargaining unit member to travel and attend the funeral. The maximum benefit shall not exceed five (5) days.

Section 2. Sickness in Family. In the event of a sickness or injury to a member of an employee's immediate family, as qualified under the Family and Medical Leave Act, which is serious enough to warrant the presence of the employee, as certified by the attending physician, the employee shall be granted up to three (3) calendar days off with pay and charge to sick leave.

The Police Chief or designee may extend this benefit when the absence is certified by the attending physician. The employer reserves the right to obtain a second opinion as provided in the Family and Medical Leave Act and rely upon the second opinion findings.

Section 3. The parties recognize and agree both must comply with the Family and Medical Leave Act of 1993.

ARTICLE 18
UNIFORMS

Section 1. Officers assigned to canine duty and who are regularly assigned a dog shall receive $10.00 per month for cleaning and maintenance allowance.

Section 2. Bargaining unit members shall receive a $1,800 annual uniform allowance. Payment of this benefit shall occur by separate check in the second pay period in July of each year.

Section 3. The City will provide each officer covered by this agreement personal body armor. Each officer may select the type of body armor preferred among those approved by management. The City will pay toward the purchase of said equipment an amount equal to the cost incurred by the City to provide the standard issue vest to new hires. Bargaining unit members that select body armor that exceeds the cost of the standard issue shall be responsible for all cost in excess of $1,100 or the normal amount that the City's bid or purchasing process is based upon in future years, whichever is greater. Each officer shall be required to wear the personal body armor while on duty, however, the Police Chief may waive this requirement when, in his or her sole authority, deemed appropriate. Replacement of the body armor will be provided by the City up to an amount equal to the cost incurred by the City to provide the standard issue vest to new hires.

Section 4. Bargaining unit members shall be allowed to wear their department uniform for off-duty police/security related employment or occupations that are considered by the Police Chief to be duty related. The Police Chief shall have sole authority in determining the off-duty occupations that are considered duty related.

ARTICLE 19

DESTRUCTION OF OFFICER'S PROPERTY

Section 1. The City shall repair, replace or reimburse an officer, within a reasonable length of time, for any of the below items which are suddenly and unexpectedly damaged, destroyed, stolen or lost, as a result of a single incident on-the-job. Items include:

a. Prescription Eye glasses and prescription sunglasses. Prescription glasses or prescription sunglasses will be repaired or replaced by the City based on the original (or original replacement receipt or similar form) purchase receipt from the vendor originally selling the glasses that were damaged and/or destroyed. Such repair or replacement shall be equal to the current cost of the damaged/destroyed item not to exceed a maximum of five hundred dollars ($500).;

b. Contact Lenses;

c. Dentures;

d. Braces;

e. Hearing Aids;

f. Civilian clothing;

g. Uniform Clothing;

h. Weapons;

i. Watches (maximum - $250.00);

j. Jewelry (maximum - $200.00);

k. Eye Protection (sunglasses) - $300 maximum

l. Leather goods, uniform patches and brass, badges or other police equipment required by the Police Chief and provided to an officer at the initial issue of uniforms.

m. Cellular telephones (up to $1000 maximum with proof of no insurance plan to cover the phone replacement. If there is an insurance policy on the phone, the City will only reimburse the amount not covered by the insurance plan). The parties agree if the bargaining unit member is not under a contractual obligation to the cellular provider (i.e. on a month to month service plan) and the damaged or destroyed phone may be replaced with a new or renewed contract the City is then only obligated to replace the same or similar phone at the lesser rate.

Section 2. An officer shall be required to provide the City with a written statement concerning the circumstances surrounding the damaged, destroyed, stolen or lost personal property.

Section 3. An officer shall also be required to provide the City with a written estimate of repair, replacement, or reimbursement, of the damaged, destroyed or lost personal property.

ARTICLE 20
HOLIDAYS

Section 1. Bargaining unit members will accrue one hundred twenty-two (122) hours of holiday leave on July 1st of each year. All holiday leave will be placed in an individual "bank" for each bargaining unit member. Bargaining unit members may schedule holiday leave subject to departmental scheduling requirements. Holiday leave may not be expended in less than one (1) hour increments. The City and the Lodge acknowledge through the Management Rights provisions of this contract that the Police Chief or ~~designate~~ designee shall have the sole authority to determine necessary staffing on a holiday.

However, for purposes of this article only, the City agrees that a bargaining unit member may choose to work the Martin Luther King Jr., Good Friday, Memorial Day, Labor Day, Veterans Day, and the day after Thanksgiving ~~and the floating holiday~~. On the actual holidays of New Year's Day (January 1st), Independence Day (July 4th), Thanksgiving Day (4th Thursday in November) and Christmas Day (December 25th) the Police Chief or his ~~designate~~ designee has the sole authority to direct bargaining unit members not to report to work and to charge the absence to a holiday in their bank. If holiday leave does not exist the employee shall charge the absence to vacation leave or compensatory leave. If one of the above referenced holidays occurs on a Saturday or Sunday and the holiday is observed by the City on the preceding Friday or the following Monday the Police Chief does not have the authority to direct bargaining unit members to use a holiday. Bargaining unit members have the option of working on that day or scheduling the day off subject to department regulations. If a bargaining unit member schedules an actual holiday off, the leave will be charged to the officer's holiday leave bank. If the officer does not possess any holiday leave at the time of the holiday, vacation or compensatory time may be used. In the event a

bargaining member is "on-call" and is being compensated for such status, the Chief, or designee, does not have the authority to direct that specific member not to report to work. In this case, the bargaining unit member that is "on-call" may choose to work that holiday in which they are subject to call out.

Section 2. Bargaining unit members may maintain a maximum of 200 hours in their holiday leave bank. Only those bargaining unit members whose bank exceeds 160 hours as of July 1, 2000 shall be allowed to maintain a maximum balance equal to the amount of holiday leave in his or her bank as of July 1, 2000.

Section 3. Bargaining unit members who become covered by this agreement during its term shall receive all the remaining city recognized holidays for the balance of the fiscal year. City recognized holidays will be provided in hourly increments equivalent to the number of hours of a shift for those remaining city recognized holidays as provided in this Section. Example-if patrol is on 10-hour shifts, holidays will be provided in 10-hour increments. A recognized city holiday is defined as a holiday that results in City Hall being closed on that day.

Section 4. Upon termination of employment bargaining unit members covered by this agreement will be compensated at their straight hourly rate for any unused holiday leave. In the event of death, the bargaining unit member's estate will be compensated at the deceased employees straight hourly rate for all accrued holiday leave. An employee dismissed or who resigns due to embezzlement of City funds, theft, or deliberate destruction of City property shall not be compensated for any unused holiday leave. All property owned by the City but furnished to the employee for his/her use must be returned in usable condition, normal wear and tear excepted, in order to qualify for holiday leave compensation.

Section 5. Bargaining unit members assigned to and who actually work the entire schedule on Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, or Memorial Day shall be paid one and one-half time the employees base hourly rate. Employees trading time or exchanging shifts are ineligible for this benefit.

Section 6. Bargaining unit members who are **called in** to work a patrol shift and who complete the full scheduled shift on any of the holidays listed in Section 5 shall receive compensation at **two (2) times their base hourly rate** for all hours worked on that holiday.

If an employee works two consecutive shifts back-to-back, the overlapping hours between the shifts shall be considered part of the employee's regular shift. Only the remaining hours of the second consecutive shift shall be compensated at two (2) times the employee's base hourly rate, provided the employee works the entire second shift.

Employees who voluntarily exchange shifts shall not be eligible for this benefit.

ARTICLE 21
SICK LEAVE

A regular full-time employee begins to accumulate sick leave upon completion of his or her first full month of employment:

A. Accrual. Sick leave is accrued in units of twelve (12) hours per month.

B. Expenditure. Sick leave can be expended in units of no less than one hour. Any sick leave extending beyond three (3) consecutive days must be accompanied by a physician's written statement certifying the employee's inability to report to work and that the employee has recovered sufficiently to return to work if deemed appropriate by the Police Chief. Sick leave may not be used as vacation leave. Any abuse of sick leave is justification for disciplinary action and possible dismissal.

C. Eligibility. An employee is eligible to take sick leave for one of the following reasons:

1. Personal illness or physical incapacity other than incurred on the job, including medical, dental or optical diagnosis or treatment and pregnancy.
2. Serious illness of a member of the employee's immediate family requiring the employee's personal care or attention. Immediate family shall include: husband or wife, father or mother of employee, children or legally adopted children of husband or wife or both, or any other person whose relationship could justify the employee's absence, providing special approval by the department head is first obtained.
3. Exposure to a contagious disease that in the opinion of the attending

physician could jeopardize the health of others.

4. All disabilities caused or contributed by pregnancy, childbirth, or related medical conditions. For all job-related purposes, said disabilities shall be treated the same as disabilities caused or contributed to by other medical conditions.

D. Procedure. An employee who is unable to report for work due to one of the above reasons shall report the absence to his/her supervisor before the regular starting time the employee is expected to report for work. Any reports of absence beyond the employee's normal starting time shall be granted by utilizing accruals, or leave without pay, at the discretion of the department head.

E. Accumulation. Sick leave may be accumulated to a maximum 1,040 working hours. On the execution date of this agreement bargaining unit members whose sick leave exceeds the maximum shall not have their balance adjusted until the individual officer's accrued leave falls below the maximum. An employee who consumes all the sick leave benefits for which he or she is eligible, shall be placed on inactive status, without pay if so determined necessary by the department head and approved by the City Manager.

F. Separation. Upon separation, an employee will not be compensated for any unused sick leave.

G. Unauthorized use of sick leave. If upon investigation, the City Manager or department head does not consider the circumstances warrant, or did not warrant the absence of an employee, the employee shall be required to charge the absence to vacation leave or leave without pay, rather than sick leave and is subject to disciplinary action.

H. After an employee covered by this agreement has accrued a balance of seven hundred twenty (720) hours of sick leave the employee shall be eligible to participate in an attendance bonus program based upon the following schedule:

If during the fiscal year the employee uses the equivalent number of hours in a day of their assigned shift as of July 1:

~~0-1 days~~8/10 hours sick leave taken - 30% of the monthly base pay at the

pay step the bargaining unit member is assigned as of the first day of the month in which checks are issued.

~~2-day~~16/20 hours sick leave taken - 22% of the monthly base pay at the pay step the bargaining unit member is assigned as of the first day of the month in which checks are issued.

~~3 days~~24/30 hours sick leave taken - 15% of the monthly base pay at the pay step the bargaining unit member is assigned as of the first day of the month in which checks are issued.

~~4 days~~32/40 hours sick leave taken - 9% of the monthly base pay at the pay step the bargaining unit member is assigned as of the first day of the month in which checks are issued.

Any bargaining unit member using more than ~~four (4) days~~32/40 hours of sick leave during the fiscal year shall not be eligible for this benefit. Payment to be made in the first pay period after June 30th.

ARTICLE 22
COMPENSATION

Section 1. On the effective date of this Agreement, the attached "Schedule A" rates of pay shall go into effect and be paid on the existing bi-weekly schedule. Effective July 1, ~~2024~~2025, the "Schedule A" rates of pay are increased ~~4.5%~~4% from the pay rates in effect on June 30, ~~2024~~2025. ~~Effective January 1, 2025, the "Schedule A" rates in effect on December 31, 2024, will be increased by an additional 0.5%.~~Effective July 1, 2026, the "Schedule A" rates in effect on June 30, 2026 will be increased by 4%.

When a bargaining unit member is promoted, they shall be placed at the first pay step in the new pay range that results in at least a 10% increase in pay. If this placement results in the newly promoted supervisor receiving a higher pay step than a more senior supervisor within the same pay range, the pay disparity will be corrected by advancing the more senior supervisor to the same step as the newly promoted one. The effective date of the pay disparity will be the same effective date as the newly promoted supervisor. Any current situations which exist as of July 1,

2025 will be adjusted.

Section 2. Bargaining unit members who promote shall be placed at the first pay step in the new range that provides a minimum 10% increase. Nothing in this article shall limit the City's right or authority to determine the method of selection or determine the eligible candidates for a promotion to Assistant Chief.

Section 3. During the term of this agreement, bargaining unit members not at the top of the pay schedule shall be entitled for a satisfactory performance increase on the employee's anniversary date ~~(see Attachment B).~~ Each employee must, as a pre-requisite to the increase, receive a satisfactory performance evaluation.

Section 4. Upon agreement, the Lodge President and a City Representative will jointly agree to execute and submit form number 101 to the Oklahoma Police Pension and Retirement System.

Section 5. Bargaining unit members assigned by management to serve as a Field Training Officer shall receive $4.00 per hour that the bargaining unit member actually is assigned to and participates in the training of a probationary officer as defined in Article 3 of this agreement. This additional pay is denoted as FTO pay.

When the job performance of a non-probationary bargaining unit member falls below a satisfactory level and management has determined that remedial training is necessary then those bargaining unit members who are actually assigned by management to ride with the subordinate officer as part of a remedial training program shall be eligible for the $4.00 per hour benefit as described above.

When an officer is assigned to train a new K-9 officer and dog, that training officer shall receive $4.00 per hour for each shift that the bargaining unit member actually is assigned to and participates in the training. This additional pay is denoted as K-9 pay.

Section 6. In an effort to increase the number of experienced police officer applicants the Lodge and City agree to an amendment to the existing base compensation program that traditionally requires a new hire to start at step one of the pay plan. This section will allow an experienced police officer to start at a pay step greater than step number one in the police officer pay range. An applicant must meet the following qualifications to be eligible for consideration above step number 1:

1. The applicant must meet the minimum educational requirement, successfully complete the pre-employment written, oral, polygraph, background and physical dexterity tests and successfully complete all medical requirements required by and successfully enter the Oklahoma Police Pension and Retirement System prior to employment.
2. The applicant must be certified by the Oklahoma Council on Law Enforcement, Education and Training prior to employment. If the applicant is from outside the state of Oklahoma he/she must be able to obtain Oklahoma CLEET certification within six months of initial employment.
3. Any applicant who meets the above stated criteria may be placed anywhere from step 1 to step 7 of the pay range. The Police Chief shall recommend, in consultation with the FOP Lodge 170 union president, the pay step he/she believes would be appropriate and the City Manager shall approve or reject such recommendation prior to a job offer being extended.
4. The parties agree that the implementation of this section is for base pay purposes only and does not in any way impact issues such as seniority, eligibility to test for specialty positions or other working conditions. Any new employee hired under the provisions of this section shall be required to complete the established probationary period and will be extended the collective bargaining rights and benefits as any other new hire would receive if any. This section shall not override any other provision of the existing labor agreement.

   Section 7. Bargaining unit members shall be eligible to participate in the City of Broken Arrow Bilingual Pay Compensation Program as outlined in the City of Broken Arrow Employee Handbook.

ARTICLE 23
FLSA IMPLEMENTATION/OVERTIME

Section 1. The City declares the use of Section 7(k) of the Fair Labor Standards Act in order to establish the work period for Police Officers. All bargaining unit members at the rank of Police Officer, Corporal, Sergeant, and Captain are eligible for overtime compensation paid at the rate of one and one half times the total actual hours worked beyond eighty (80) hours in a fourteen (14) calendar day cycle.

Section 2. For the purposes of this article only, actual hours is defined as all hours an

officer is scheduled to work, required to work beyond the regular schedule, called back to work, vacation, compensatory time or holiday leave scheduled and taken by the officer. Sick leave, or any other paid or unpaid leave will not be considered as hours worked. However, if an officer reports to a medical facility while on duty for reason of a first time, medical care visitation only that is related to a specific on the job injury or exposure, the officer's time shall be considered hours worked if he/she returns from the medical visitation back to duty on the same shift or at the beginning of the next, scheduled work shift and based on the terms of the medical release.

Section 3. Officers working overtime beyond their regular work schedule and not held over or called back to work by management, must have prior approval to work overtime from the Chief or designate. Failure to obtain prior approval may result in a disciplinary action.

Section 4. The City at any time may direct a non-exempt employee to stop working and leave the premises immediately and not return to work until so directed by the Chief. The purpose being not to allow the employee to work in excess of eighty (80) hours. Such action will not reflect negatively on the employee, is not considered disciplinary action and the employee will be paid for the hours actually worked.

Section 5. Those officers who work beyond their regular work schedule, but fail to exceed the fourteen (14) day eighty (80) hour threshold to earn overtime benefits as set forth in this Article, will be paid for those hours worked at a straight hourly rate and shall not be subject to the FLSA minimum requirement adopted to receive said benefit. The accumulation of this benefit in this Article shall not be cumulative.

Section 6. Bargaining unit members eligible for overtime may elect to earn compensatory time off in lieu of receiving overtime wages when overtime benefits are earned with such election to occur at the time overtime is approved. Each member is limited to a maximum in the compensatory time bank of 150 hours. Once an officer achieves a balance of 150 hours, he or she shall be compensated wages for any additional overtime earned.

The parties agree the June 30, 1993 balance presently credited to each member shall be applied to the maximum accrual stated in this section and any hours exceeding 130 that an officer now has shall remain credited to the officer until those hours exceeding 130 are used by the officer.

The parties agree that overtime and/or compensatory time shall be managed by the City in accordance with the Fair Labor Standards Act and related case law.

Section 7. The parties recognize that the City is a recipient of grants from federal, state and / or quasi-governmental agencies. When grant funding is being used for wages that result in overtime expenses the compensatory time benefits described in Section 6 may not be earned by bargaining unit members. In these circumstances the bargaining unit member may earn overtime wages only.

Section 8. In the event an employee is placed "on-call" or on "stand-by", this shall be deemed to mean the following:

(a). The employee is free to go or remain at any location of the employee's own choosing, so long as the employee can respond to the anticipated work place within thirty (30) minutes of receiving a call to work;

(b). The employee is free to use the waiting time for any personal matters the employee chooses;

(c). The employee must remain sober while on-call or on stand-by;

(d). The employee must carry a working beeper, or otherwise leave a telephone number with employees which have been designated by the Department Director for such a service, where the needed employee who was on call or on stand-by can be reached if needed;

(e). The Department Director may require an employee on- call or on stand-by to have a two-way radio which is operating for the purpose of requiring the employee to report to work.

Section 9. When management has determined that off-duty bargaining unit members are needed for scheduled community events of a non-emergency nature the following overtime assignment system will be used:

A. When the Police Chief determines off duty bargaining unit members are needed and the event is scheduled at least fourteen (14) days in advance, notice will be posted on departmental bulletin boards advising officers of the event, the types and ranks of officers needed, the dates of the event, and the number of volunteers being sought.

B. If a bargaining unit member is interested in working the event the officer may sign a register in the Shift Commander's office indicating their desire

to work overtime. The register will be available for sign up for five (5) calendar days.

C. Overtime assignment will then be based upon the ranks management has determined it needs, then seniority, and will operate on a rotation basis. If a more senior officer has worked a previous event and less senior officers volunteering have not been utilized since the more senior officer has been assigned, the less senior officers will be given first consideration on a seniority basis. Officers assigned to certain specialty assignments may also be excluded from non-emergency overtime assignments.

D. In the event a sufficient number of off duty officers at the needed ranks do not volunteer to work the event nothing in this article shall prevent management from calling in any officer and assigning overtime without regard to seniority as provided in Article 4 , Management Rights and Responsibilities.

E. Nothing in this article shall prevent management from determining in its sole authority when bargaining unit members are needed and the ranks of officers needed for scheduled events nor shall anything in this article prevent management from utilizing on duty officers or reserve officers for events it deems appropriate.

F. The Lodge recognizes and agrees scheduled events may require only the holding over of supervisory personnel or shift commanders. Nothing in this article shall prevent such action.

G. The Lodge recognizes some scheduled events may require the use of only a special unit such as the Honor Guard, motorcycle officers, Special Operations Team, etc. In that event the system described in items A through D shall be waived.

H. The Lodge recognizes the right of the Employer to call back to work any officer in an unscheduled emergency situation or holdover officers when warranted without regard to seniority.

I. In addition to (A-D) and (G) above, when the event has been scheduled less

than fourteen (14) days in advance and management determined off duty bargaining unit members are needed, management will make a good faith attempt to notify all bargaining unit members of the event through bulletin board postings but are not bound by the provisions of this Article.

Section 10. Any bargaining unit member who is called back to work for additional duty including being subpoenaed to appear in court shall receive compensation based upon the specific provision of this Article with a minimum of two (2) hours. Officers held over for duty shall not be eligible for this benefit.

Section 11. Bargaining unit members may be assigned to call out status from time to time as described in the employee handbook (Stand-by Assignment). Call out status is defined as an officer who must mandatorily respond to a call after regular work hours, participates in a department recognized rotation and the call out assignment is for a seven (7) calendar day period. If the call out status is for a period less the eighty (80) hours in the seven (7) day period the officer shall receive ~~four (4)~~five (5) hours of pay at the base hourly rate. If the call out status is for a period greater than eighty (80) hours in the seven (7) day period the officer shall receive ~~eight (8)~~ ten (10) hours base pay.

ARTICLE 24
LONGEVITY

Section 1. The longevity service pay shall be paid by December 1st of each year and will be based upon the years of service a bargaining unit member has with the City of Broken Arrow ~~($325 per year of continuous service).~~as noted in the following schedules: ~~The schedule shall be as follows:~~

~~Years of Service Amount~~

~~25 $8125~~
~~24 $7800~~
~~23 $7475~~
~~22 $7150~~

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~~21 $6825~~

~~20 $6500~~

~~19 $6175~~

~~18 $5850~~

~~17 $5525~~

~~16 $5200~~

~~15 $4875~~

~~14 $4550~~

~~13 $4225~~

~~12 $3900~~

~~11 $3575~~

~~10 $3250~~

~~9 $2925~~

~~8 $2600~~

~~7 $2275~~

~~6 $1950~~

~~5 $1625~~

~~4 $1300~~

~~3 $975~~

~~2 $650~~

~~less than 2 years of service $0~~

FY 2025-2026 ($525/year of service beginning at year 2, maximum years of service 25 years)

Years of Service	Longevity Amount
25	$13,125
24	$12,600
23	$12,075
22	$11,550
21	$11,025
20	$10,500
19	$9,975
18	$9,450
17	$8,925
16	$8,400

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15	$7,875
14	$7,350
13	$6,825
12	$6,300
11	$5,775
10	$5,250
9	$4,725
8	$4,200
7	$3,675
6	$3,150
5	$2,625
4	$2,100
3	$1,575
2	$1,050

FY 2026-2027 ($600/year of service beginning at year 2, maximum years of service 25 years)

Years of Service	Longevity Amount
25	$15,000
24	$14,400
23	$13,800
22	$13,200
21	$12,600
20	$12,000
19	$11,400
18	$10,800
17	$10,200
16	$9,600
15	$9,000
14	$8,400
13	$7,800
12	$7,200
11	$6,600
10	$6,000
9	$5,400
8	$4,800
7	$4,200
6	$3,600
5	$3,000
4	$2,400
3	$1,800

2	$1,200

After June 30, 2027 ($650/year of service beginning at year 2, maximum years of service 25 years)

Section 2. Bargaining unit members who terminate their employment before December 1st shall receive a prorated benefit by dividing by twelve the amount of the annual benefit the employee would have received for that year and then multiplying by the number of months worked in the calendar year.

Section 3. All applicable Federal and State withholding taxes and other mandatory deductions will be withheld at the time of payment.

ARTICLE 25

VACATION

Section 1. Vacation shall accrue and be available for use after one year of service or after successfully completing the extended probationary period, whichever is later, and additional vacation time will accrue according to years of service on the employee's anniversary date. The amount of the accrual and the maximum accumulation is set forth in the following schedule:

Years of Employment	Vacation Leave	Maximum Accumulation
more than one year but less than five	80 hours	170 hours
five years but less than ten	120 hours	234 hours
ten years but less than fifteen	160 hours	290 hours
Fifteen years but less than twenty	176 hours	314 hours
Twenty or more	200 hours	354 hours

Section 2. Vacation leave cannot be expended in less than one (1) hour increments. Vacation leave cannot exceed the actual amount available for use or scheduling. For the purpose of expenditure accrued vacation shall be credited on the employees anniversary date. Vacation scheduling shall be in accordance with work requirements as determined by the Police Chief, and whenever possible as per the employee's request.

Section 3. Upon separation from employment if an employee has completed twelve (12) months of continuous employment, the employee will be compensated for any unused vacation leave. In the event of death, the bargaining unit member's estate will be compensated at the deceased employees hourly rate of all accrued vacation leave. An employee dismissed for embezzlement of City funds, theft or deliberate destruction of City property shall not be compensated for any unused vacation. All property owned by the City but furnished to the employee, including uniform items must be returned in usable condition, normal wear and tear expected in order to qualify for compensation for unused vacation leave upon separation.

Section 4. The Lodge and the City agree to adopt a vacation scheduling policy effective January 16, 1996 as described in the attached exhibit "B".

Section 5. Employees shall be permitted to donate accrued vacation leave to a fellow employee who is suffering from or has an immediate family member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate employment. In addition, shared leave may be donated to an employee who encounters a personal crisis, which does not include a severe illness or injury.

As used in Section 5:

1. Immediate family member shall be limited to the spouse, child, and parent(s) of the employee
2. "Severe" or "Extraordinary" means serious, extreme, or life threatening,
3. Personal Crisis shall mean a crisis of a severe nature that directly impacts the employee. A personal crisis shall be limited to a natural disaster impacting the employee's primary residence or the death of an immediate family member, and
4. "City employee" means a regular, non-probationary fulltime employee who is covered under the terms of this contract, or another eligible employee as allowed

by policy or contract. It does not include employees in a probationary or part-time status.

An employee may be eligible to receive shared leave pursuant to the following conditions:

1. A request by the Chief has been made to the Human Resources Director who will make a review of necessary documentation by the employee and will certify the need for leave based on a review of provided documentation.
2. The Human Resources Director determines that the employee meets the criteria described herein, and
3. The City Manager authorizes such leave for the number of hours recommended by the HR Director, and
4. The employee has abided by City policies regarding the use of sick leave and other available leave benefits

An employee may donate vacation leave to another employee only, pursuant to the following conditions:

1. If the City employee is suffering from or has an immediate family member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate employment, the receiving employee must have exhausted or will exhaust all forms of applicable paid leave including vacation, sick, and compensatory leave due to an illness, injury, impairment, or physical or mental condition, which is extraordinary or severe in nature and involves the employee or immediate family member of the employee.
2. If the City employee has encountered a personal crisis, the receiving employee must have exhausted or will exhaust all forms of available vacation leave and compensatory leave.
3. The condition has caused, or is likely to cause, the receiving employee to go on leave without pay or terminate employment.
4. The City Manager authorizes such leave to be shared with an eligible receiving employee, and
5. The donating employee may donate any amount of vacation leave provided the donation does not cause the vacation leave balance of the donating employee to fall below eighty (80) hours.
6. The receiving employee has not been disciplined for any type of excessive leave use or abuse in the previous five (5) years.

The Human Resources Director shall recommend to the City Manager the amount of donated leave an employee may receive and only authorize a receiving employee to use up to a maximum of one thousand and forty hours (1040) during total City employment.

The Human Resources Director shall require the receiving employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition, if the need for leave is due to an extraordinary or severe illness, injury, impairment, or physical or mental condition. If the employee suffers from a personal crisis, appropriate documentation will be required verifying the nature of the crisis.

The receiving employee shall be paid his or her regular rate of pay; therefore, one hour of shared leave may cover more or less than one hour of the salary of the recipient. The calculation of leave value of the recipient shall be in accordance with policies, regulations, and procedures. The dollar value of the leave is converted from the donor to the recipient. The leave received will be designated as shared leave and be maintained separately from other leave balances.

Any donated leave may only be used by the recipient for the purposes specified in this Section.

All forms of paid leave available for use by the recipient shall be used prior to using shared leave, as outlined above.

Employees who begin receiving short-term disability (STD) and/or long-term disability (LTD) will become ineligible for receipt of leave donation once STD or LTD begin. If STD or LTD cease and the employee still has a need for leave, benefits will again be made available.

Any shared leave not used by the recipient during each occurrence shall be returned to the donor. The shared leave remaining over one-quarter (1/4) hour will be divided among the donors on a prorated basis based on the original donated value and returned at its original donated value and reinstated to the vacation leave balance of each donor.

The receiving employee will be under no obligation to repay donated leave.

All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating vacation leave for the purposes of this Section. The decision of an employee to donate or not donate leave shall not be considered for employment purposes such as promotions, salary increases, or disciplinary proceedings.

Once the employee has made a request for donated leave, the Human Resources Department will send all employees a memorandum notifying the employee has requested leave donation.

The donating employees shall submit a "Request to Donate Leave" form to the Human Resources Department which shall state the amount of time donated and to whom the leave is donated. Such forms will be available in the Human Resources Department.

Donating employees can transfer on an hour for hour basis accrued compensatory time leave into vacation leave to replace donated vacation leave. The compensatory time transferred shall not exceed the number of vacation hours donated. The donating employee shall submit a "Request to Transfer Leave" form to the Human Resources Department at the same time he/she submits

the "Request to Donate Leave" form mentioned above. Such forms will be available in the Human Resources Department.

The receiving employee will not accrue vacation or sick leave while on donated vacation leave.

ARTICLE 26

FURLOUGHS

Section 1. Upon one week's written notice to the Lodge, as a method of cost reductions, whether exercised independently of, or in conjunction with other cost reduction actions, the employer may "furlough" employees without pay under the following provisions:

a. Any furlough must include, but not limited to, all employees covered by this Agreement;

b. No employee will be furloughed more than one shift per month;

c. No employee under this Agreement will suffer more furlough time then any other full time city employee and cannot be furloughed a second and/or subsequent time until all full time city employees have been furloughed an equal amount of time. For the purposes of this Article, water and sewer plant personnel are not considered members of the general employee population for the purposes of considering and/or calculating furloughs.

Section 2. During the term of said furlough the employee shall continue to receive and accrue all benefits including overtime and it shall be considered as unpaid leave.

ARTICLE 27

WORKING OUT OF CLASSIFICATION

Section 1. Any Police Officer directed by the Chief of Police or his or her designated assistant to work out of class for an absent Sergeant shall receive $4.00 per hour commencing with the third consecutive shift worked out of class, with the benefit retroactive to the first shift. The parties acknowledge that upon implementation of the promotions to Corporal the benefits provided by this section shall be abolished.

Section 2. Any Sergeant directed by the Chief of Police or his or her designated assistant to work out of class for an absent Captain shall receive $5.00 per hour commencing with the third

shift worked out of class, with the benefit retroactive to the first shift.

Section 3. Any Captain directed by the Chief of Police or his or her designated assistant to work out of class for an absent Major shall receive $6.00 per hour commencing with the third consecutive shift worked out of class, with the benefit retroactive to the first shift.

Section 4. Any Major directed by the Chief of Police or his or her designated assistant to work out of class for an absent Deputy Chief shall receive $7.00 per hour commencing with the third consecutive shift worked out of class with the benefit retroactive to the first shift.

Section 5. To earn this benefit the bargaining unit member must work the full assigned shift.

Section 6. For the purposes of this Article, absence shall be defined as an employee scheduling and taking leave; specifically vacation, holiday, sick leave, compensatory time, approved leave of absence with or without pay, court leave, training leave, etc. Regularly scheduled days off shall not be counted in calculating the minimum shifts needed to earn the benefits. When a Sergeant or Captain assigned to patrol or investigations is absent for the above stated reasons management will assign an employee to work out of class. Management may, but is not compelled to assign a bargaining unit member to work as a Major or to a greater ranking assignment in Internal Affairs.

ARTICLE 28
SAFETY AND HEALTH

Section 1. The lodge agrees to appoint two (2) members and the Employer agrees to appoint two (2) members to comprise the Joint Safety and Health Committee. The Lodge and the Employer agree to cooperate to the fullest extent in the promotion of safety and health through full disclosure of any information, results or surveys and/or studies, new forms, procedures, materials, equipment, and any new concept in safety and health applicable to the Joint Safety and Health Committee.

Section 2. The Joint Safety and Health Committee shall meet at times as deemed necessary by the Police Chief and/or Lodge.

Section 3. Committee members shall also be granted time off with pay to conduct

investigation of safety and health problems if deemed necessary by the Police Chief.

Section 4. All recommendations and reports from the Joint Safety and Health Committee shall be in writing and copies submitted to the Employer and the Lodge. Nothing in this Article shall preclude the Lodge from petitioning the City Council on issues of safety and health.

Section 5. The City agrees to provide each bargaining unit member eye protection and hearing protection for use at the firing range.

Section 6. During the term of this FY 15-16 Agreement, the parties agree that the City (Chief and TBD) and FOP Representatives (four) will meet to discuss options acceptable to both parties regarding the optional use of differing external load bearing ballistic vest carriers and gear by Officers, at the Officer's expense, that would reduce the weight and/or address the discomfort, health and safety issues related to standard, department purchased body armor. The parties shall come to an agreement during these discussions on which specific external load bearing ballistic vest carrier can be worn by officers during their job functions.

ARTICLE 29
GROUP HEALTH INSURANCE

Section 1. The employer agrees to provide the employee with health, dental and life insurance at no cost to the employee through December 31, 2006. All bargaining unit members who elect individual coverage shall pay $40 per month for employee health, dental and life insurance.

Section 2. The employer agrees to offer identical dependent coverage subject to compliance with all group plan provisions established in the City's Group Health Plan Benefit document. Bargaining unit members who elect to purchase family coverage shall pay 17.3% of the family rate as of July 1, 2024.

Section 3. The employer shall have the right to modify, alter or amend the plan in whole or in part, provided however that no amendment shall diminish or eliminate any pending claim for any benefit to which a participant was entitled prior to such amendment.

Section 4. The Lodge may select one delegate to serve on the Employee Insurance Advisory Committee. The delegate will be notified in writing of the committee meetings.

Section 5. During the term of this agreement and with a minimum of 60 days advance notice the Lodge may withdraw from the employer sponsored health, dental, life and vision insurance plan and obtain separate coverage for its bargaining unit members. If such option is exercised all bargaining unit members and dependents shall exit the employer sponsored insurance plan on the designated date and the FOP shall be responsible for providing health, dental, life and/or vision insurance benefits. For purposes of this article only, eligible members shall be interpreted to include probationary employees. The employer agrees to contribute to the FOP insurance plan at the same single and family monthly rates that it was contributing prior to FOP members exiting plan.

ARTICLE 30
RETIREMENT

Section 1. The City agrees to allow a retiring bargaining unit member with a minimum of twenty (20) years of service the opportunity to retain their city-issued handgun, all attachments and two badges at no cost. Bargaining unit employees shall be given the opportunity to purchase their assigned duty rifle upon retirement. The purchase price shall be determined by the City's approved firearms vendor at the resale purchase price of the rifle. Included in the purchase will be the rifle and all standard issue attachments. The retiree will also have the option to purchase non-standard issue accessories and attachments at the current price of the item(s).

No benefit is provided to an officer who retires with less than twenty (20) years of service. Prior to the purchase, a tax stamp from the A.T.F. must be provided by the employee, at the employee's expense, for the purchase. The handgun must be transferred out of the City's name to the employee's name and the appropriate A.T.F. weapons forms must be properly completed. Any and all transfer fees will be at the expense of the employee.

ARTICLE 31
DRUG AND ALCOHOL TESTING

The Lodge and its bargaining unit members agree to comply with all of the provisions

described in the attached Exhibit "A". The employer will ensure that the drug testing location is in a location restricted from the general public. (An amended Exhibit A is attached).

ARTICLE 32
USE OF CITY VEHICLES

Section 1. Bargaining unit members who are assigned a city vehicle may drive that city vehicle to and from home and their assigned workstation so long as the bargaining unit member's home is within the boundaries identified on the attached map. Those employees who on or before September 7, 2017 resided outside the map's boundaries and who were at that time authorized to take the city vehicle or a vehicle assigned by a federal task force home, are grandfathered ("9/7/17 Exception"). Any and all other previous exceptions for any other reasons must be re-authorized by the current Chief. Any such grandfathered employee who changes their home after September 7, 2017 and after that change remains outside the map's boundary loses their 9/7/17 Exception and the right to drive their assigned vehicle home. Employees subject to the 9/7/17 Exception will receive personnel orders placed in their personnel file reflecting their right to drive their assigned vehicle home or the loss of that right pursuant to the terms of this Article.

Those employees who after September 7, 2017 resided outside the map's boundaries and are assigned to a federal task force may only drive an assigned vehicle home if the current Chief grants an exception to the boundaries' requirements ("Post 9/7/17 Exception"). Any Post 9/7/17 Exceptions immediately end when an employee residing outside the map's boundaries is no longer assigned to the task force. Employees subject to a Post 9/7/17 Exception will receive personnel orders placed in their personnel file reflecting their right to drive their assigned vehicle home or the loss of that right pursuant to the terms of this Article..

Section 2. Bargaining unit members who are assigned a marked patrol unit may drive that unit to and from an off duty job within the Broken Arrow city limits. For purposes of this article, use of the assigned marked patrol unit shall be limited to occupations that are considered by the Police Chief to be duty related. Prior to use of the assigned patrol unit the bargaining unit member shall in writing request and obtain approval from the Police Chief or his/her designate. The Police Chief shall have sole authority in determining the off duty occupations that are considered duty

related.

Section 3. Bargaining unit members who are pursuing a job related higher education degree as defined in Article 16 of this agreement may drive their assigned city vehicle to and from the college campus that they are attending so long as the campus is within the city limits of Broken Arrow or Tulsa. Prior to use of the assigned vehicle the bargaining unit member shall request in writing and obtain prior approval from the Police Chief or his/her designate.

ARTICLE 33
SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provision of the Agreement are severable.

Section 2. It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period, and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribed hereto.

Section 3. Any appendices to the Agreement shall be numbered, dated and signed by the Employer and the Lodge, and shall be subject to the provisions, of this Agreement unless the terms of said appendices specifically delete or change a provision of this Agreement, and all appendices shall become a part of this Agreement as if specifically set forth herein.

Section 4. It is understood that the time limits found in this Agreement may be extended by mutual concurrence.

ARTICLE 34
PROMOTIONS

Section 1. For positions vacated/created after the effective date of this policy, the following process will apply:

The cutoff date for eligibility will be the effective date of the test.

All phases of testing and the vacancy will be filled as follows:

1. When an officer provides 90 or more calendar days advance notice of termination the City will have the promotion process completed within 90 days calendar days of termination.
2. When an officer provides 60 to 89 days advance notice of termination the City shall have the promotion process completed within 120 calendar days of termination.
3. When an officer provides 30 to 59 calendar days advance notice of termination the City shall have the promotion process completed within 150 days of the termination.
4. When an officer provides less than 30 calendar days advance notice of termination the City shall have the promotion process completed within 180 days of termination.

Nothing in this article shall limit the City's right to exercise its contractual rights within the Management Rights article.

If exigent circumstances exist, this time frame may be extended by agreement between the Human Resources Director, the Chief of Police and the FOP President.

Notice of Testing and a sign-up sheet for the vacant position(s) will be posted on the Squad Room Bulletin Board, for a period of ten (10) business days. Interested candidates who meet the qualifications must sign up for testing within the ten day time period.

Candidates will be notified of applicable study material and preparation guides a minimum of 30 days prior to the test.

Special Restriction:

The rank achieved after the promotional process is the top factor in assignment of personnel. Upon promotion a candidate may be required to resign from a Specialty Assignment as defined in ADMIN 011. Exceptions to this restriction will be made if a vacancy is available

within the Specialty Assignment at the new rank. Promoted candidates must possess the special skills and abilities needed to hold the new rank assignment if it falls within the Specialty Assignment. Candidates have the option of not accepting the promotion if they desire to keep their current Specialty Assignment.

Section 2.

MINIMUM ELIGIBILITY STANDARDS TO TEST:

Sergeant:

1. Five consecutive years of service as a commissioned police officer with the City of Broken Arrow.
2. Must hold a satisfactory performance evaluation for the previous two (2) years prior to the promotional testing.
3. Must not have received a disciplinary demotion within the last three (3) years prior to the test date.
4. Must not have received a one-day disciplinary suspension within the past year or a two-day (or longer) disciplinary suspension within the past three (3) years prior to the test date.

Captain:

1. One (1) consecutive year at the rank of Sergeant
2. Must hold a satisfactory performance evaluation for the last three (3) years prior to promotional testing date.
3. Must not have received a disciplinary demotion within the last four (4) years prior to the test date.

4. Must not have received a one-day disciplinary suspension within the past year or a two-day (or longer) disciplinary suspension within the past four (4) years prior to the test date.

Major:

1. One (1) consecutive year at the rank of Captain.
2. Must hold a satisfactory performance evaluation for the last four (4) years prior to promotional testing date.
3. Must not have received a disciplinary demotion within the last five (5) years prior to the test date.
4. Must not have received a one-day disciplinary suspension within the past year or a two-day (or longer) disciplinary suspension within the past five (5) years prior to the test date.

Section 3.

Method of Testing for Sergeant and Captain:

Sergeant:

1. A written examination will be given to all qualified candidates. The written test will be specific to Broken Arrow. It will consist of two parts. The first part is a closed book section and will consist of forty (40) questions, which will be taken from no more than two (2) outside reading sources, selected by the Police Chief, from the list provided by the selected outside vendor. The second part is a closed book section and will consist of sixty (60) questions, which will be taken from the following reading materials: Local ordinances, state statutes, the labor contract and departmental policy and procedures. The written examination will be a 2.5 hour timed test.

Candidates must score a minimum of 70% on the written examination, to be eligible for

participation in the assessment center and to be considered for promotion.

2. Candidates who successfully complete the written examination will be evaluated on one or more situational exercises conducted by assessors. The assessors will have no familiarity with any of the candidates. Assessors will be from law enforcement agencies outside of Broken Arrow and will be at the rank that is being tested or above.
3. Candidates who complete the Assessment Center will then be evaluated by an Internal Review Panel. The Internal Review Panel will consist of seven (7) members of the Broken Arrow Police Department who are at the rank of Sergeant and Captain. The Chief of Police and the Fraternal Order of Police President will select the Internal Review Panel by a lottery of eligible participants for the rank being sought. A new panel will be drawn before each promotional process. The Internal Review will consist of a field file review and an oral assessment. The candidate may also supply the Internal Review Panel with a resume that can be used by the panelist. The resume shall be limited to a maximum of four (4) pages.
    A. Field File: The members of the Internal Review Panel will be given each applicants field file for review.
    B. Oral Assessment: The panel will be given seven (7) questions developed by the Chief of Police to ask each applicant during the oral board portion of the internal review process.

A pre-written form will be utilized, during the Oral assessment, to rank each applicant in the following areas:

A. Job Knowledge
B. Communication Skills

C. Work Habits

D. Interpersonal Relations/Teamwork

E. Decision Making

F. Motivation

G. Cooperation/Attitude

H. Leadership

The ratings for each category will be from one (1) being the worst through ten (10) being the best. The Internal Review Panel will then remove the highest and the lowest ranking. The average of the remaining five members will be totaled for the final score for the Internal Review Panel.

4. Candidates will be scored by utilizing an objective scoring process. The weight of the total score will consist of fifteen percent (15%) from the written exam, forty-five percent (45%) from the Assessment Center and forty percent (40%) from the Internal Review Panel. A ranking list will be developed in order from high score to low score. Ties will be indicated.

Captain:

1. A written examination will be given to all qualified candidates. The written test will be specific to Broken Arrow. It will consist of two parts. The first part is a closed book section and will consist of forty (40) questions, which will be taken from no more than two (2) outside reading sources, selected by the Police Chief, from the list provided by the selected outside vendor. The second part is a closed book section and will consist of sixty (60) questions, which will be taken from the following reading materials: local ordinances, state statutes, the labor contract, departmental policy and procedures and the

Broken Arrow Police Department's Internal Affairs Manual. The written examination will be a 2.5 hour timed test.

Candidates must score a minimum of 70% on the written examination, to be eligible for participation in the assessment center and to be considered for promotion.

2. Candidates who successfully complete the written examination will be evaluated on one or more situational exercises conducted by assessors. The assessors will have no familiarity with any of the candidates. Assessors will be from law enforcement agencies outside of Broken Arrow and will be at the rank that is being tested or above.
3. Candidates who successfully complete the Assessment Center will then be evaluated by an Internal Review Panel. The Internal Review Panel will consist of seven (7) members of the Broken Arrow Police Department who are at the rank of Captain and Major. The Chief of Police and the Fraternal Order of Police President will select the Internal Review Panel by a lottery of eligible participants for the rank being sought. A new panel will be drawn before each promotional process. The Internal Review will consist of a field file review and an oral assessment. The candidate may also supply the Internal Review Panel with a resume that can be used by the panelist. The resume shall be limited to a maximum of four (4) pages.
    A. Field File: The members of the Internal Review Panel will be given each applicants field file for review.
    B. Oral Assessment: The panel will be given seven (7) questions developed by the Chief of Police to ask each applicant during the oral board portion of the internal review process.

A pre-written form will be utilized, during the Oral assessment, to rank each applicant in

the following areas:

A. Job Knowledge

B. Communication Skills

C. Work Habits

D. Interpersonal Relations/Teamwork

E. Decision Making

F. Motivation

G. Cooperation/Attitude

H. Leadership

The ratings for each category will be from one (1) being the worst through ten (10) being the best. The Internal Review Panel will then remove the highest and the lowest ranking. The average of the remaining five members will be totaled for the final score for the Internal Review Panel.

4. Candidates will be scored by utilizing an objective scoring process. The weight of the total score will consist of fifteen percent (15%) from the written exam, forty-five percent (45%) from the Assessment Center and forty percent (40%) from the Internal Review Panel. A ranking list will be developed in order from high score to low score. Ties will be indicated.

Section 4.

Method of Testing for Major:

1. A written exemplar may be required in lieu of the written examination. The written exemplar would be incorporated into the assessor's grading system.
2. Candidates who successfully complete the written portion will be evaluated on one or more situational exercises conducted by assessors. The assessors will have no familiarity

with any of the candidates. Assessors will be from law enforcement agencies outside of Broken Arrow and will be at the rank that is being tested for, or above.

3. Assessors will score candidates. A ranking list will be developed utilizing an objective scoring process, ordered from high score to low score. Ties will be indicated. The final ranking for the rank of Major will be calculated by the assessment center score.
4. Candidates who successfully complete the Assessment Center will then be evaluated by an Internal Review Panel. The Internal Review Panel will consist of five (5) members of the Broken Arrow Police Department. One will be the Deputy Chief, both Majors, the Fraternal Order of Police President and one (1) Captain selected by the Chief of Police. If one or more of the above persons are not available the Chief of Police will select a sworn replacement. The Internal Review will consist of a field file review and an oral assessment. The candidate may also supply the Internal Review Panel with a resume that can be used by the panelist. The resume shall be limited to a maximum of four (4) pages.
    A. Field File: The members of the Internal Review Panel will be given each applicants field file for review.
    B. Oral Assessment: The panel will be given seven (7) questions developed by the Chief of Police to ask each applicant during the oral board portion of the internal review process.

A pre-written form will be utilized, during the Oral assessment, to rank each applicant in the following areas:

A. Job Knowledge
B. Communication Skills
C. Work Habits

D. Interpersonal Relations/Teamwork

E. Decision Making

F. Motivation

G. Cooperation/Attitude

H. Leadership

The ratings for each category will be from one (1) being the worst through ten (10) being the best. The Internal Review Panel will then remove the highest and the lowest ranking. The average of the remaining three (3) members will be totaled for the final score for the Internal Review Panel.

5. Candidates will be scored by utilizing an objective scoring process. The weight of the total score will consist of fifteen percent (15%) from the written exemplar, forty-five percent (45%) from the Assessment Center and forty percent (40%) from the Internal Review Panel. A ranking list will be developed in order from high score to low score. Ties will be indicated.

Section 5.

Selection for Promotion ALL RANKS (except Deputy Chief):

1. The Chief has the authority to select from among the top three ranked candidates subject to the approval of the City Manager. For subsequent promotions, the Chief would select from the next highest three candidates. The ranking list will be valid for one (1) year.
2. The Chief, in making the final selection, may conduct interviews with the ranked candidates to assist in assessing their character and motivation to perform the job.
3. The Human Resources Division will supervise the entire examination process.

4. The City may choose to develop its own exercises and supervise the process or it may choose to use a professional consultant experienced in developing and implementing law enforcement promotional processes.

ARTICLE 35
OFFICER BILL OF RIGHTS

A. The Chief of Police shall establish and put into operation a system for the receipt, investigation and determination of complaints against bargaining members received from any person. Bargaining members will be afforded their constitutional rights as they relate to either a criminal investigation or an administrative investigation.

B. Whenever a bargaining member is under investigation for allegations of misconduct and is subject to interrogation or interview or a request for a written statement as part of an internal investigation or administrative inquiry by members of the police department, city attorney's office or city manager's office, for any reason which could reasonably lead to disciplinary action, demotion or dismissal, such interrogation shall be conducted under the following conditions:

1. Bargaining members shall be informed of the name of all complainants, if known. The bargaining member may request to be confronted by the complainants. This shall be allowed where deemed necessary by the investigating officer.

2. Preliminary discussions with supervisory personnel within the police department, in relation to a complaint received, shall not be considered as interrogation as used herein.

3. Bargaining members under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating officer and all persons present during the interrogation. All questions directed to the bargaining member under interrogation shall be asked by and through one interrogator at any one time.

4. Bargaining members under investigation shall be informed of the nature of the investigation prior to any interrogation.

5. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

6. Bargaining members under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal or disciplinary action. No promise or reward shall be made as

an inducement to obtain testimony or evidence.

7. The bargaining member under interrogation shall be completely informed of all his/her rights pursuant to this procedure prior to the commencement of the interrogation and of his responsibility to answer all questions and this notification shall be included on the tape recording or written record of the session.

8. At the request of any bargaining member under investigation, he/she shall have the right to be represented by counsel or any other representative during interrogation.

9. Interrogation of bargaining members under investigation may be taped or recorded in written form at the discretion of the investigating officer. Bargaining members under investigation may record the proceedings with his/her own equipment or record at his/her own expense. Records and tapes compiled by the department shall be exclusively retained by the department as confidential information, but may be used at the discretion of the City in administrative hearings or for other administrative purposes.

C. Written notification of a complaint must be made to the bargaining member within five (5) business days of the complaint being filed. Complaint investigation should be completed within 30 days, but circumstances occasionally arise which require additional time to complete the investigation. If an investigative extension is requested the investigator shall notify IAD, the bargaining member and the member's Division Commander regarding the delay. The bargaining member will be notified upon the completion of the investigation.

D. A bargaining member under investigation shall receive written notification within ten (10) business days as to the disposition of the complaint investigation. Bargaining members shall also be notified in writing of the disciplinary action being taken and the reasons for those actions.

ARTICLE 36
344 EXPENSES

Section 1. The City shall provide a special death benefit in the amount of $20,000 to the survivor of any employee covered by this Agreement who is killed while directly performing duties as peace officer for the City of Broken Arrow. For purposes of this Agreement, the survivor shall be the person(s) who are indicated as the beneficiary of the employee's pension or as otherwise provided by law.

Section 2. While this special death benefit shall be paid by the City to the employee's survivor(s) without any restriction, it is the intent of the City and Lodge that such monies be used to assist in the payment of the employee's funeral expenses.

ARTICLE 37
TATOO POLICY

Section 1. All employees will abide by the Broken Arrow Police Department's tattoo policy as written or modified. Additionally, as of July 1, 2023, tattoos on the arms above the wrist shall be exempt from being covered unless the content of the tattoo is deemed to violate the image of professionalism, brings embarrassment or discredit to the department, is determined to be prohibited under the sexual harassment policy and/or otherwise is determined to violate the employee standards of conduct expected within the Police Department.

Section 2. A Tattoo Review Committee (the Committee for purposes of this article) will be convened if a tattoo is brought into question as to possibly violating the above standards, i.e., professional manner. This committee shall be comprised of the FOP President, the Police Chief and the Major over the Officer in question. A simple majority of the committee shall be required to make a final determination but a quorum shall require all three members be available for a review and decision process to occur. Effective July 1, 2023, all tattoos shall be documented.

Section 3. The committee will review the appropriateness of any tattoo based solely on factors involving whether the tattoo is offensive, unprofessional and/or otherwise violates the Department's policies. The content of the tattoo shall be reviewed, not the fact that the tattoo is visible. The mere presence of a visible tattoo alone does not constitute or render the tattoo offensive or unprofessional, nor will the Committee review process be required for a particular tattoo unless questions are raised within the department as to whether the tattoo may violate one of the above standards and/or has been the subject of complaints by the general public.

Section 4. Once a review is completed by the Committee, a majority determination (two votes) shall be made as to whether the subject tattoo must be or will not be required to be covered. Based on this review process agreement, all determinations of the Tattoo Review Board shall be binding on all parties and shall not be subject to the grievance/arbitration procedures within the contract or state collective bargaining statute.

ARTICLE 38

DURATION OF AGREEMENT

This contract shall be effective as of the 1st day of July ~~2024~~ 2025 and shall remain in force and effect until June 30, ~~2025~~2027. IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, ~~2024~~2026.

CITY OF BROKEN ARROW, OKLAHOMA
Municipal Corporation

APPROVED AS TO FORM AND LEGALITY:

_____

BY:_____

ATTEST:

_____
CITY CLERK

FRATERNAL ORDER OF POLICE,
LODGE NO. 170

BY: _____

ATTEST:

BY: _____

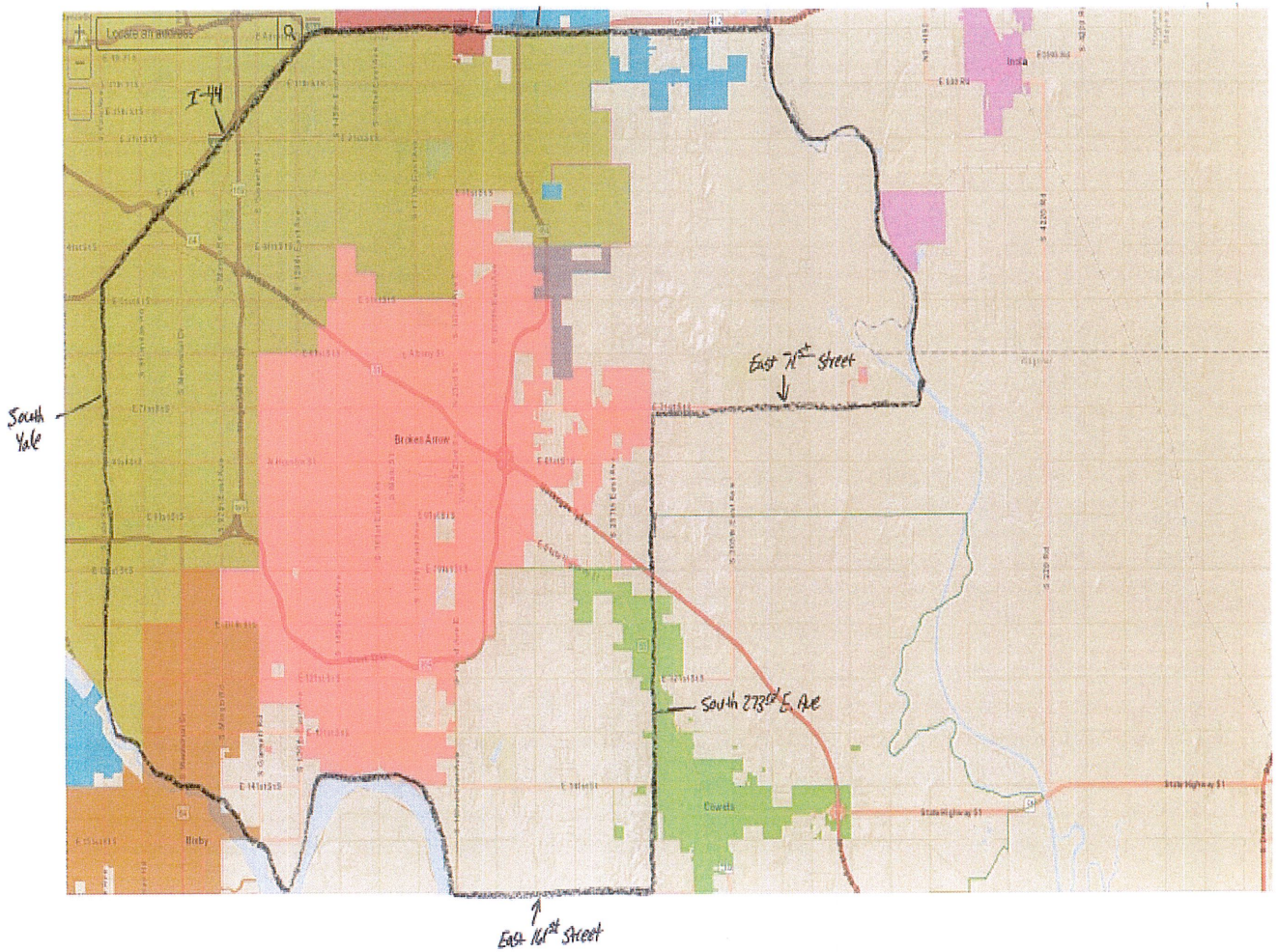

I-44
South Yale
East 71st Street
South 273rd E. Ave
East 161st Street
Broken Arrow
Bixby
Coweta
Inola

Exhibit A

Drug and Alcohol Testing Policy
(Non-DOT)

1.0 PURPOSE:

The City of Broken Arrow considers its employees to be its most valuable resource and is concerned about the health, safety, wellbeing, and satisfactory work performance of all employees. The use, abuse, and dependence on alcohol and/or drugs can seriously affect the health of employees, jeopardize their own safety and that of others, as well as impair job performance.

2.0 ORGANIZATIONS AFFECTED:

This Policy shall apply to all employees of the City of Broken Arrow ("City") with the exception of employees governed by the Department of Transportation drug and alcohol testing regulations for commercial drivers. Those persons should refer to the City's Drug and Alcohol Testing Policy (DOT).

3.0 POLICY:

The possession, use, manufacture, dispensation, sale, or distribution of alcohol and/or illegal drugs (this includes illegally obtained prescription medication) while on duty or while in or on City property is prohibited.

Being under the influence of alcohol and illegal drugs (this also includes illegally obtained prescription medications) while on duty or while in or on City property is prohibited.

Employees who violate any aspect of this policy (including receiving a confirmed positive test result or refusing to submit to testing) may be subject to disciplinary action, up to and including termination. Employees may also be subject to suspension with pay pending further investigation. In addition, the City may, at its' discretion, require employees who violate this policy to successfully complete a substance abuse assistance or rehabilitation program as a condition of continued employment.

Medical Marijuana Notice: The City prohibits the use, possession, or consumption of marijuana, including medical marijuana, on its property or premises as well as during an employee's hours of employment or fulfillment of employment obligations regardless of whether an employee holds a medical marijuana license (MML). The City prohibits all employees from being under the influence of marijuana, including medical marijuana or medical marijuana product, while at work or during the fulfillment of any employment obligations, regardless of whether an employee has an MML. The City will discipline, up to and including termination, any employee in a Safety-Sensitive Position or performing safety-sensitive job duties, as defined in this policy, who tests positive for marijuana, its components, or metabolites, regardless of whether that employee holds an MML. No employee needs to disclose that he or she holds an MML except if an employee tests positive for marijuana, in which case that employee may be asked to produce a valid Oklahoma MML for inspection and consideration.

4.0 DEFINITIONS:

4.1 "Alcohol" means ethyl alcohol or ethanol.

4.2 "City property" includes, but is not limited to, any City facility, employee or contractor parking lots, and City or contractor owned or leased vehicles, vessels, aircraft, and other equipment.

4.3 "Confirmation test" means a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the prior drug or alcohol test. Where a breathalyzer test is utilized, a confirmation test means a second sample test that confirms the prior result. Where a single-use test is utilized, a confirmation test means a second test confirmed by a testing facility. A breath or blood specimen may be used for the confirmation test for alcohol. A urine, saliva, or blood specimen may be used for the confirmation test for drugs.

4.4 "Drug or alcohol test" means a chemical test administered for the purpose of determining the presence or absence of a drug of its metabolites or alcohol in a person's bodily tissue, fluids, or products.

4.5 "Drugs" include, but are not limited to, amphetamines, cannabinoids (for example marijuana, hashish), cocaine, phencyclidine (PCP), hallucinogens (for example LSD), methaqualone, opiates / synthetic narcotics (for example codeine, heroin, morphine), barbiturates, benzodiazepines, designer drugs, or a metabolite of any of the substances listed herein. The substances tested shall be for drugs and alcohol as defined in the Standards for Workplace Drug and Alcohol Testing Act, including controlled substances approved for testing by rule by the State Commissioner of Health.

4.6 "Employees" means all City employees except those subject to the drug and alcohol testing policy for Commercial Drivers. If you have questions, see your department director of Human Resources.

4.7 "Medical Review Officer" - means a person, qualified by the State Board of Health, who is responsible for receiving results from a testing facility which have been generated by the City's drug or alcohol testing program, and who has knowledge and training to interpret and evaluate an individual's test result together with the individual's medical history and any other relevant information.

4.8 "On duty" means any time an employee is acting on behalf of the City, any time during which the employee is being compensated by the City, and non-paid breaks of one hour or less.

4.9 A "positive" test result means that the drug or alcohol test indicated the presence of a drug, its metabolite, or alcohol at or above the cutoff level, established by the

State Board of Health.

4.10 "Safety-Sensitive Position" or "performing safety-sensitive job duties" is defined in Section 6.9.

4.11 "Sample" means tissue, fluid, or product of the human body chemically capable of revealing the presence of drugs or alcohol in the human body.

4.12 "Testing facility" means any person, including any laboratory, hospital, clinic or facility, either off or on the premises of the employer, which provides laboratory services to test for the presence of drugs or alcohol in the human body.

5.0 RESPONSIBILITY:

5.1 Employee:

It is the responsibility of each employee when reporting to work to be free from the influence and use of any illegal drug or alcohol and to comply with the City's Alcohol and Drug Free Workplace Policy.

5.2 Supervisor, Manager, Department Director:

It is the responsibility of supervisors, managers, department directors and other administrative employees to administer this policy and identify and report possible violations of this policy to the Human Resources Department.

5.3 Human Resources Department:

It is the responsibility of the Human Resources Department to periodically schedule substance abuse education and awareness training for employees, drug and alcohol detection training to supervisory and management personnel, schedule when necessary drug and alcohol testing and to maintain confidential records of such results (see also section 6.7).

5.4 Employee Assistance Program:

The City currently maintains an Employee Assistance Program which means an in-house or contracted program which at a minimum provides drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment or rehabilitation.

6.0 PROCEDURES:

6.1 Types of Testing:

6.1.1 Applicant Testing: Upon a conditional offer of employment, all applicants for employment will be required to undergo drug testing. Refusing to submit to testing or a confirmed positive test result is grounds to refuse to hire.

6.1.2 For Cause Testing: The City may require an employee to undergo drug or alcohol testing if it reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

1. drugs or alcohol on or about the employee's person or in the employee's vicinity,

2. conduct on the employee's part that suggests impairment or influence of drugs or alcohol,

3. a report of drug or alcohol use while at work or on duty, or

4. information that an employee has tampered with drug or alcohol testing at any time.

6.1.3 Post-accident Testing: The City may require an employee to undergo drug or alcohol testing if the employee or another person has sustained an injury while at work or property has been damaged while at work, including damage to equipment.

6.1.4 Random Testing: The City may require the following employees to undergo drug or alcohol testing on a random selection basis: 1) police or peace officers including all bargaining unit members of the Fraternal Order of Police; 2) those with drug interdiction responsibilities; 3) those authorized to carry firearms; 4) those engaged in activities which directly affect the safety of others such as firefighters, EMS personnel including all bargaining unit members of the International Association of Firefighters, employees who operate any City construction equipment or any City vehicles, dispatchers or any employee assigned to operate communication equipment or jailers; 5) those who work in direct contact with inmates in the custody of the Department of Corrections or work in direct contact with juvenile delinquents or children in need of supervision in the custody of the Department of Human Services.

"Random Selection Basis" means a mechanism for selecting employees for drug or alcohol testing that results in an equal probability that any employee from the group of employees subject to the selection mechanism will be selected which, does not give the City discretion to waive the selection of any employee selected under the mechanism.

Every employee who is selected for random drug or alcohol testing shall proceed to the test site immediately upon notification, unless the employee is actively performing a safety-sensitive function at the time of notification which will not reasonable allow his or her replacement. In such cases, the employee's supervisor shall ensure that the employee proceeds to the testing site as soon as possible.
Generally, employees will be informed that they have been selected to submit samples after they have arrived at work on the day of collection. Specimen collection shall occur as soon as possible after the beginning of the work shift.

6.1.5 Post-rehabilitation Testing: If an employee is allowed to return to work after a confirmed positive test result or following participation in a drug/alcohol dependency treatment plan, the employee will be subject to drug and alcohol tests without notice for a period of up to two years from the date of the employee's return to work.

6.1.6 Results and confirmation testing: Positive results will receive a confirmation test. If the confirmation test yields a positive result, the test result will be a "confirmed positive."
The employee or applicant may have the same sample re-tested if the employee/applicant requests, in writing, such a re-test within twenty-four (24) hours of receipt of notification of the positive result in order to challenge the results. See also Section 6.4, entitled Cost of Testing. In addition, the employee or applicant shall, at all times, have the right to explain the test results in confidence.

6.2 Testing Methods and Collection Procedures:

6.2.1 All collection and testing shall be done in accordance with the rules promulgated by the State Board of Health.

6.2.2 All sample collection and testing for drugs and alcohol pursuant to the provisions of this act shall be conducted in accordance with the following conditions:

4. Samples shall be collected and tested only by individuals deemed qualified by the State Board of Health and may be collected on the premises of the employer;

5. Only samples deemed appropriate by the State Board of Health for drug and alcohol testing shall be collected;

6. The collection of samples shall be performed under reasonable and sanitary conditions;

4. A sample shall be collected in sufficient quantity for splitting into two separate specimens, pursuant to rules of the State Board of Health, to provide for any subsequent independent analysis in the event of challenge of the test results on the main specimen;

5. Samples shall be collected and tested with due regard to the privacy of the individual being tested. In the instances of urinalysis, no employer or representative, agent or designee of the employer shall directly observe an applicant or employee in the process of producing a urine sample; provided, however, collection shall be in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples;
6. Sample collection shall be documented, and the documentation procedures shall include:

    a. labeling of samples so as reasonably to preclude the probability of erroneous identification of test results, and

    b. an opportunity for the applicant or employee to provide notification of any information which the applicant or employee considers relevant to the test, including identification of currently or recently used prescription or nonprescription drugs, or other relevant information;

7. Sample collection, storage, and transportation to the testing facility shall be performed so as to reasonably preclude the probability of sample contamination or adulteration;

8. Sample testing shall conform to scientifically accepted analytical methods and procedures. Testing shall include confirmation of any positive test result by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by Board rule, at the cutoff

levels as determined by Board rule, before the result of any test may be used as a basis for refusal to hire a job applicant or any action by an employer pursuant to Section 6.5 herein; and

9. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required.

6.3 Time of Testing:

All testing of current employees required by the City shall occur during or immediately after the regular work period of such employee and shall be deemed work time for purposes of compensation and benefits to an employee.

6.4 Cost of Testing:

The City shall pay all costs of testing for drugs or alcohol required under this policy, including confirmation tests required. The City will pay the cost of transportation if the testing of a current employee is conducted at a place other than the workplace. Provided, however, an individual who requests a retest under Section 6.1.6 shall pay all costs of the retest, unless the retest reverses the findings of the challenged positive test in which case, the City shall reimburse the individual for the costs of the retest.

6.5 Potential Adverse Personnel Actions:

6.5.1 If an employee reports to Human Resources that he or she has a drug or alcohol abuse problem prior to being requested to test under this policy and prior to being charged with violating any provision of this policy, that employee will be given the option to complete a City approved rehabilitation program and agree to the post rehabilitation testing as described in Section 6.1.5. If the employee accepts that option and completes all requirements listed herein, the employee will not receive any discipline for self-reporting. However, at all times, the employee remains subject to this policy. Merely selecting the option described herein does not relieve the employee of discipline which may be imposed due to a positive result as described in Section 6.5.2 or which may be imposed for any other violation of this or any other regulation, policy, practice, law or the like.

6.5.2 The City may take disciplinary action, up to and including termination, against an employee who refuses to undergo drug or alcohol testing or who tests positive for the presence of drugs or alcohol. Such discipline will

follow a pre-determination hearing, if applicable. In addition to the alleged offense, the appropriate course of action shall be determined based on the employee's total work record including but not limited to any prior drug or alcohol problems.

6.5.3 The City, in its sole discretion, may offer continued employment after discovering a violation of this regulation which shall be contingent upon the employee agreeing in writing to undergo Post-Rehabilitation Testing as provided in Section 6.1.5 and to satisfactorily participate in the Employee Assistance Program or another program recommended by the EAP as directed by the City.

6.5.4 Grievances arising from implementation and operation of this drug testing policy will be handled through the Grievance Policy or applicable collective bargaining procedures.

6.5.5 **Medical Marijuana Notice:** The consequences described in this section will apply to a person who tests positive for marijuana if that person (i) does not possess a valid Oklahoma medical marijuana license (MML); or (ii) possesses, consumes, or is under the influence of medical marijuana or medical marijuana product while at the place of employment of during the fulfillment of employment obligations; or (iii) is or would be assigned to a Safety-Sensitive Position or is performing safety-sensitive job duties, as defined in this policy.

6.6 Rights of an Applicant or Employee to Explain Test Results:
An applicant or employee may have a reasonable opportunity to explain, in confidence, any reasons that the test result, in the applicant's or employee's opinion, may have been positive, including the opportunity to explain in confidence to the City's Medical Review Officer the presence of any drug in the applicant or employee's system, or any other relevant information, and to substantiate such explanation with medical evidence.

6.7 Confidential Records:
Records of all drug and alcohol test results and related information maintained by the City shall be the property of the City and, upon the request of the applicant or employee tested, shall be made available for inspection and copying to the applicant or employee tested. The City will not release such records to any person other than the applicant or employee tested, except that the City may release the records for any of the following purposes:

- As admissible evidence by the City or the individual tested in a case or proceeding before a court of record or administrative agency if either the City of the individual tested are names parties in the case or proceeding;

- In order to comply with a valid judicial or administrative order; or

- To the City's employees, agents and representatives who need access to such records in the administration of the Standards For Workplace Drug and Alcohol Testing Act.

Notwithstanding the foregoing, the City may enter into a contract with another employer allowing the entities to share the results of drug or alcohol testing of any tested person who works pursuant to such contractual agreement.

6.8 Available Appeal Procedures:
Any employee who disagrees with a personnel action taken as a result of his or her refusal to undergo drug or alcohol testing, or because of a test result, will upon request, be given an opportunity to discuss such matter with the Human Resources Director, or his or her designated representative. Such discussion shall constitute the employee's or applicant's appeal to any personnel action taken, except to the extent that the employee has other grievance rights via City personnel policies and procedures or a collective bargaining agreement.

6.9 Safety-Sensitive Position or performing safety-sensitive job duties
Being in a Safety-Sensitive Position or performing safety-sensitive job duties includes tasks or duties that the City reasonably believes could affect the safety and health of the employee performing the task or others.

Safety-Sensitive Positions: The City's designated Safety-Sensitive Positions are maintained, reviewed and updated as needed, on the City's Safety-Sensitive Position List.

Generally, the City designates any employee engaged in the following duties as an employee in a Safety-Sensitive Position and/or performing safety-sensitive job duties:

i. Duties may risk injury to themselves or others; or
ii. Employees whose job responsibilities involve public safety or the safety of others; or
iii. Must use dangerous tools/equipment in the performance of their job duties; or
iv. Must perform job duties at heights; or

v. Must perform job duties and use dangerous chemicals or hazardous materials, including potentially volatile, flammable, combustible materials, elements, chemicals or any other highly regulated component;
vi. Operate, repair, monitor equipment or motor vehicles, machinery or power tools;
vii. Perform duties in residential or commercial premises of a customer, supplier or vendor;
viii. Perform the operation, maintenance or oversight of critical services and infrastructure (water);
ix. Prepare or handle food; or
x. Must carry a firearm in the performance of job duties.

The City designates any employee regularly driving a vehicle in the course and scope of employment as performing safety-sensitive job duties. Regularly driving a vehicle (personal or City vehicle) means two or more times a week in the course and scope of employment.

The City reserves the right to modify the Safety-Sensitive Positions List in keeping with the law as positions or duties may change from time to time. If you have a question as to whether your job has been designated a Safety-Sensitive Position or whether you are performing safety-sensitive job duties, as your manager or Human Resources.

6.10 Questions about this policy:
This Policy is governed by and subject to the laws of the State of Oklahoma, Okla. Stat. tit. 40 § 551 et seq. Should you have any questions about this Policy, please contact the Human Resources Department.

Exhibit "B"

The purpose of this exhibit is to establish a fair and equitable procedure for bargaining unit members to schedule paid leave time. Nothing in this exhibit shall limit the employer's authority in determining the number of employees who may schedule paid time off, determining sufficient staffing nor limit management's authority as provided by the contract, department policy or practice.

Section 1 For scheduling purposes all members of the bargaining unit will be given a ranking to coincide with their seniority based upon the criteria in Article VIII. For purposes of scheduling paid leave, employees at the same rank and assignment and/or shift will compete against one another. Paid time off is defined as vacation leave, holidays and compensatory time.

Section 2 Paid leave requests shall be submitted by the bargaining unit member to their immediate supervisor. The supervisor in conjunction with other management will approve or reject the request.

Section 3 Paid leave requests for a minimum of forth (40) work hours; the leave will be granted on the basis of seniority up to ninety (90) days prior to the first day of the leave requested. A more senior employee may bump an employee ninety (90) or more calendar days prior to the first day of the requested leave. If bumping occurs the bumped employee will be notified within five (5) calendar days. Once the ninety (90) day threshold has been reached the employee who has made the scheduling request may not be bumped. If a request for paid time off is made less than ninety (90) days prior to the date and it is approved, the requesting employee may not be bumped. (Example-if an employee requests July 1st through 5th the employee may be bumped no later than April 2nd.)

Section 4 Paid leave requests for thirty-nine (39) hours or less; the leave will be granted on the basis of seniority up to thirty days prior to the first day of the leave requested. Therefore, a more senior employee may bump an employee thirty (30) or more calendar days prior to the first day of the requested leave. If bumping occurs the bumped employee will be notified within five (5) calendar days. If a request for paid time off is made less than thirty (30) days prior to the date requested the employee may not be bumped. (Example-if an employee requests July 4th the employee may be bumped no later than June 4th).

Exhibit "C"
Body Worn Camera Policy

Both parties agree the body worn camera policy is a mandatory item for bargaining. The body worn camera policy (REG315) shall be a part of this contract. Any modification to this policy is subject to bargaining and must be negotiated prior to any implementation. Policy below:

The Broken Arrow Police Department acknowledges all police encounters and/or incidents cannot be predicted. This policy is utilized as a guideline for officers in the best interest of transparency and accountability. However, due to the unpredictable nature of the police profession, deviation from this policy is allowed when in the best interest of safety, reasonableness, and/or when considering a totality of the circumstances. Police encounters can be tense, uncertain, and rapidly evolving. For these reasons, officers are never expected to prioritize camera operations and guidelines over safety and reasonableness.

Body-worn cameras (BWC) provide objective recordings of events that officers encounter. These recordings may provide valuable evidence for prosecution, assist officers with completing reports, and protect officers from false allegations. Body-worn camera recordings will only be used for official purposes and shall never be used to embarrass, exploit, or harass an employee or the public.

The department acknowledges that any visual recording is only representative of one perspective of an event and that a camera may "see" differently than the human eye. An officer's recall of an event, particularly in a critical incident or acute-stress encounter, is distinct from any other view.

POLICY
The following procedures govern the use and management of body-worn camera systems. These procedures do not apply to undercover investigations and/or court-ordered or court-authorized electronic surveillance.

Oklahoma is a one-party consent state; therefore, when an officer is a party to a recorded conversation, he or she is not violating state law.

Each officer must be trained in the operation of the body-worn camera system and the applicable written policies and directives prior to use. Only department-issued body-worn camera systems shall be used. Each officer assigned a body-worn camera is required to use it during his or her shift and shall operate the assigned body-worn camera in accordance with policies and directives. All department-issued body-worn cameras, associated equipment, and recordings are the property of the Broken Arrow Police Department.

Violation of any section of this procedure may result in disciplinary action.

DEFINITIONS
Body-Worn Camera Administrator:
The person(s) assigned to manage and oversee the body-worn camera equipment and systems.

Body-Worn Camera System:
The hardware and software that comprises an audio and video recording system.

Body-Worn Camera:
A camera that is worn on the person of an officer to capture audio and video recordings.

Categorize (tag):
The process of labeling a recording for retention purposes. The four labels that can be tagged from the actual body-worn camera include traffic stop, call for service, report, and arrest. Additional labels and comments of the event can be done once the video is uploaded to the web portal.
Confidential Individual:

An informant who has been assigned a CI number and to whom money may be paid for information. As defined in the Special Investigations Unit Manual, to include an unnamed source.

Failure to Activate:

When an officer does not activate the BWC as required by this procedure.

Healthcare Facility:

Any public or private authority, corporation, or business where healthcare services are provided. Examples may include but are not limited to, a hospital, emergency room, ambulance, health clinic, doctor's office, nursing home, pharmacy, dental office, drug or alcohol treatment facility, or mental health facility.

Individually Identifiable Health Information:

Any personal medical information whether oral or recorded in any form or medium, including demographic information collected from an individual that is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse and relates to the past, present or future physical or mental health or condition of an individual, the provision of healthcare to an individual or the past, present or future payment for the provision of healthcare to an individual and identifies the individual or there is a reasonable basis to believe that the information can be used to identify the individual.

Official Purposes:

Actions consistent with the duties and responsibilities of a police employee while adhering to the written policies and directives of the police department. Other parties such as prosecuting or municipal attorneys and/or their staff will have access to body-worn camera recordings to carry out their official duties.

Undercover Officer:

An officer requiring anonymity based upon current law enforcement assignment where identifying the officer could jeopardize his or her safety and/or an ongoing investigation.

PROCEDURE

A. *Officer Responsibilities*

1. Each officer is responsible for the issued body-worn camera equipment assigned to him or her.

2. The officer shall ensure the assigned body-worn camera is operating properly. If at any time the officer discovers the body-worn camera is damaged or malfunctioning, the officer shall notify his or her supervisor as soon as practical. If the supervisor cannot resolve the issue, the supervisor will notify the Body-Worn Camera Administrator and/or Quartermaster. If a camera is damaged or malfunctioning, it shall not be used and will be returned to the Body-Worn Camera Administrator or Quartermaster.

3. An officer ***shall not*** use a body-worn camera during secondary employment unless the officer is being compensated by the City of Broken Arrow.

6. Each recording will be tagged/categorized by the officer and shall be completed no later than the end of the officer's shift or before the start of the officer's next shift. The officer shall document the existence of a body-worn camera recording in all applicable reports.

5. If an officer does not make a complete recording as required or interrupts a recording, the officer will document the circumstances of such action in the verbal acknowledgment on the BWC, CFS notes of the call or narrative of the case report.

6. The use of a body-worn camera does not alleviate the responsibility for an officer to complete a detailed report related to their involvement in an incident as required by written directives.

7. If any officer, detective, undercover officer, or supervisor is aware that an undercover officer or confidential individual may have been captured in a body-worn camera recording, they will either notate this information in the body-worn camera database or ask a supervisor to do so.

8. Each officer is responsible for the preservation of recorded content on his or her assigned body-worn camera until uploaded. The officer will upload his or her body-worn camera recording(s) at the end of their shift or before the start of their next shift unless authorized by a supervisor. The officer may need to upload recordings when the camera is nearing its storage capacity during or before the end of their shift.

9. Uploads can be processed using the docks in the report room at the PSC or at the jail.

B. *Activation of the Body-Worn Camera*

1. Each officer ***shall*** activate his or her body-worn camera under the following circumstances:

a. Prior to any investigative detention, mental health detention, traffic or vehicle stop or custodial arrest

b. Prior to any search of a person, vehicle, or structure;

c. Prior to the use of force;

d. Prior to initiating any Code 3 response;

e. Prior to exiting the police vehicle on a call for service;

f. While involved in any vehicle or foot pursuit;

g. When conducting a Standardized Field Sobriety Test (SFST) or Drug Recognition Expert (DRE) evaluation;

h. While transporting, guarding, or encountering any person who becomes uncooperative, agitated, combative, threatening, or makes statements related to his or her arrest/protective custody;

i. For the purpose of documenting a dying declaration; or

j. When directed by a supervisor.

2. An officer ***may*** activate his or her body-worn camera anytime the officer deems it appropriate to record for official purposes.

NOTE: An officer is not required to advise a person he or she is recording their interaction unless the person specifically asks if they are being recorded, at which point the officer shall inform the person they are being recorded.

C. *De-Activation of the Body-Worn Camera*

1. An officer ***shall not*** activate or shall deactivate his or her body-worn camera:

a. In a healthcare facility, unless required by this policy

b. During a conversation with any supervisor or investigator;

c. During activities, conversations, or meetings with law enforcement employees while not on a call or incident;

d. During planning or briefing with the Special Operations Team, Negotiators, or Special Investigations Unit at any time;

e. At the conclusion of a call or incident;

f. While inside an area where Criminal Justice Information is present (Communications Center & Records); or

g. While maintaining a secured crime scene after an incident if approved by a supervisor.

2. Other than at the conclusion of a call or incident, the body-worn camera shall be reactivated immediately after the end of the above circumstances.

3. Prior to deactivating a body-worn camera and when safe to do so, the officer shall make a recorded announcement as to the reason the camera is being deactivated, such as:
a. Contact completed;
b. Incident concluded; or
c. Ordered by supervisor (name) to end recording.

D. *Prohibited Use of Body-Worn Cameras/Recordings*
1. Body-worn cameras and/or body-worn camera recordings shall not be:

a. Used for personal gain or activities;

b. Copied, deleted, altered, uploaded, reviewed, or released in any manner, except as authorized by written directives; or

c. Viewed by citizens, unless authorized by a supervisor.

d. Used to record department employees, except as provided for by this procedure;

e. Removed from the officer's person and left unattended while recording; or

f. Used to record any court proceeding or administrative hearing.

2. Personnel shall not utilize the body-worn camera recordings for monitoring of personnel, nor to initiate action against an employee. Only in the case of a complaint from a citizen or employee shall the recordings be reviewed.

E. *Officer Review of Body-Worn Camera Recordings*

1. An officer will be allowed to review his or her body-worn camera recordings or the portion of another officer's recording where that officer is captured:

a. To assist with an investigation and completion of reports;

b. Before making any statement or being interviewed. If the officer is the subject of a criminal investigation, which is outside the scope of his or her duties, the Chief of Police may restrict his or her ability to review any body-worn camera recordings. If the officer is the subject of an Internal Affairs Investigation, he or she may have an employee representative/legal counsel present during the review. If the officer is the subject of a criminal investigation, he or she may have legal counsel present. If requested by the

officer, employee representative or legal counsel the review of the recording shall be conducted privately so that the event may be discussed; or

c. Prior to testifying in court.

F. *Officer Request for Redaction or Deletion*

1. An officer may request to redact or delete recordings (i.e., accidental recordings unrelated to any law enforcement action) by submitting a written request to their Division Commander. The Division Commander will review the recording and the request to authorize or deny the redaction or deletion. The Division Commander may consult with City Legal prior to making a decision. The Division Commander will include an explanation for his or her decision and will immediately send the request electronically to the Records Unit. The officer will be notified of the decision.

2. An original recording that may have evidentiary value will be maintained by the Record's Unit. If a redaction is made, a copy of the original recording will be made and only the copy will be redacted. The original and the copy will be maintained by the Record's Unit.

3. An original recording that has no evidentiary value may be deleted as provided above.

G. *Supervisor Responsibilities*

1. Supervisors shall ensure each officer who is assigned a body-worn camera uses the camera throughout each shift and in accordance with this procedure. To ensure compliance and effectively carry out their responsibilities, supervisors shall review recordings under the following circumstances only:

a. When investigating allegations of misconduct concerning a specific incident involving any officer;

b. When a recording has been identified for departmental training or instructional purposes with prior approval from the Division Commander or designee;

c. When an FTO or FTO supervisor is reviewing a recording(s) for training or instructional purposes related to a specific probationary officer;

d. When conducting a use of force or a pursuit follow-up investigation; or

e. A supervisor may have to categorize and/or tag an officer's body-worn camera recording(s) if the officer is unable to do so.

f. During the audit of body-worn camera footage as described below.

H. *Investigators Responsibilities*

1. An investigator shall request from records and review any body-worn camera recordings related to and in furtherance of his or her assigned investigation(s). Investigators will document any viewing of body-worn camera recordings in the appropriate investigation reports.

2. When an officer is involved in an incident that results in death or serious injury, the involved officer(s) and witnessing officer(s) body-worn camera(s) will be turned over, once the scene is safe, to the CID supervisor on scene. That supervisor shall take possession of the camera(s) and secure the camera(s). The recordings will not be downloaded or viewed unless approved by a Captain or above. The supervisor will turn the camera(s) over to the appropriate investigative personnel. The investigator will be responsible for uploading the recorded content.

3. Citizen complaints may be assigned to the supervising Watch Commander for initial follow-up. If the Watch Commander determines the complaint is without merit the Office of Professional Standards will not investigate the complaint.

I. *Watch Commander Responsibilities*

1. The Watch Commander will conduct audits as outlined of body-worn camera footage to ensure officers are following training, policy, and procedures.

a. The Watch Commander will review ten (10) BWC captures per month. Watch commanders will review all officers in their command then start over on the roster to ensure reviews are conducted equally across the shift. This review will be logged in the RMS "Captain Body Camera Review" module.

J. *Division Commander Responsibilities*

1. The Division Commander will conduct audits as outlined below of footage to ensure officers are following training, policy, and procedures.

a. The Division Commander will review five (5) random BWC captures per shift each month of those officers with Body Cameras. This will be logged within the RMS in the "Major Body Camera Review" module.

Body-worn camera recordings may contain evidence in criminal and/or civil proceedings.

Appropriate prosecutors, municipal attorneys, and their staff will have access to body-worn camera recordings for official purposes.

K. *Quartermaster Responsibilities*

1. Tracking and inventory of all body-worn cameras;

2. Repairing and replacing body-worn cameras and system components and/or sending them to the manufacturer for repair or replacement; and

3. Ensuring officers are properly trained on body-worn camera use.

L. *Administrator Responsibilities*

1. Setup, password reset, and other administrative duties.

2. Maintaining all body-worn cameras and system components;

3. Locking body camera recordings from viewing as needed. (ie. Accidental recordings, high profile cases) The Body-Worn Camera Administrator, Records Clerks, and/or designee may access BWC videos as needed to diagnose and resolve issues with BWC system hardware and software. The reason for viewing the video(s) must be directly related to the scope of the hardware or software issue observed.

M. *Records Unit Responsibilities*

1. Maintaining recordings in accordance with department and city retention procedures;

2. Processing requests for redaction or deletion and maintaining records of these requests;

3. During a record and/or BWC Clerk's normal duties, they shall report any egregious behavior (**that would fall under a Category II**) to the chain of command.

4. Providing recordings pursuant to Open Records requests;

5. Processing subpoenas and court orders for recordings; and

6. Processing requests for review from authorized personnel.

N. *Use of Body-Worn Camera in Healthcare Facilities*

Federal law imposes severe restrictions on healthcare providers concerning the release of "Individually Identifiable Health Information." The definition of such information is very broad and includes patient identity, directly or indirectly by any means including clothing, event, or a particular injury. If an officer has reason to believe that individually identifiable health

information has been recorded, a comment should be noted once the video has been uploaded. Records will redact any individually identifiable health information.

O. *Access and Viewing of Body-Worn Camera Recordings*

All access, viewing, and activity related to body-worn camera recordings are logged and subject to audit at any time. Access and viewing of body-worn camera recordings shall only be by personnel, as authorized by this procedure.

J. *Audit/Reviews of BWC*

The purpose of this policy is to ensure regular audits and reviews of Body Worn Camera (BWC) footage to promote accountability, adherence to department protocols, and compliance with Gen 212 policy. This policy establishes guidelines for identifying and addressing performance issues or violations, while distinguishing between different levels of violations and their respective documentation processes.

Scope

This policy applies to all personnel required to utilize Body Worn Cameras during their duties, as well as supervisors responsible for conducting reviews and audits of BWC footage.

General Guidelines

1. **Audit and Review Frequency**

   Audits and reviews of BWC footage will be conducted on a regular basis to ensure compliance with departmental policies, specifically Gen 212. Captains will be responsible for overseeing the audit process and ensuring any observed violations are addressed in a timely manner.

2. **Category I Violations**

   Category I violations include minor breaches of protocol or performance-related issues that do not involve misconduct or intentional disregard for policy. If a Category I violation is observed during an audit or review, it must be referred to the immediate supervisor for "on the spot" corrections to the employee's performance of duty.

   o **Documentation**: Informal documentation of the correction must be entered into NEOGov to maintain a record of the incident and the corrective action taken.

   o **Action**: The supervisor will address the issue with the involved employee immediately, providing guidance and corrective instructions.

3. **Category II Violations**

Category II violations involve more serious breaches of policy, including intentional misconduct, negligence, or actions that could lead to disciplinary measures. These are the primary focus of the audit and review process.

o **Documentation**: Any Category II violation observed during the audit must be documented in Blue Team, outlining the nature of the violation, the personnel involved, and any further action required.

o **Action**: The violation will be escalated through appropriate channels, and formal investigations or disciplinary actions may be initiated, depending on the severity of the incident.

4. **Compliance with Gen 212 Policy**

All audits and reviews conducted under this policy must adhere to the procedures outlined in Gen 212. Any discrepancies or additional steps required by Gen 212 must be incorporated into the audit process to ensure complete compliance.

Accountability

Supervisors conducting audits are responsible for ensuring that all violations, whether Category I or II, are handled according to this policy. Failure to follow proper documentation or escalation procedures may result in disciplinary action for the responsible supervisor.

Continuous Improvement

The results of BWC audits and reviews will be periodically assessed to identify trends and areas for improvement. Training and development plans may be adjusted based on the findings from these audits to ensure ongoing compliance and operational excellence.

Public Relations Utilization

The Public Relations Unit (PRU) may utilize body worn camera footage to highlight exemplary work by officers in the course of their duties. This may be utilized for such purposes with approval of the affected officers' approval and the approval of a Captain or above.

POLICE SALARY SCHEDULE A
FY 2024-2025 Effective 7/01/2024-12/31/2024

Position (Pay Grade)	1	2 Probationary	3	4	5	6	7	8	9	10	11	12
Police Officer (402)												
Annual		$66,240.94	$69,167.24	$73,952.10	$77,236.32	$80,668.60	$84,162.94	$87,913.97	$91,835.47	$95,933.87	$102,687.72	$106,281.18
Biweekly		$2,547.73	$2,660.28	$2,844.31	$2,970.63	$3,102.64	$3,237.04	$3,381.31	$3,532.13	$3,689.76	$3,949.53	$4,087.74
Hourly Rate		$31.8466	$33.2535	$35.5539	$37.1328	$38.7830	$40.4630	$42.2663	$44.1517	$46.1221	$49.3691	$51.0967
Sergeant (404)												
Annual			$86,267.89	$89,717.16	$93,307.01	$97,039.53	$100,921.37	$103,698.86	$108,313.00	$116,705.46	$121,723.33	$125,983.96
Biweekly			$3,318.00	$3,450.66	$3,588.73	$3,732.29	$3,881.59	$3,988.42	$4,165.88	$4,488.67	$4,681.67	$4,845.54
Hourly Rate			$41.4749	$43.1332	$44.8591	$46.6536	$48.5199	$49.8552	$52.0736	$56.1084	$58.5208	$60.5692
Captain (405)												
Annual			$99,824.73	$103,817.55	$107,970.55	$112,288.31	$116,780.65	$121,452.22	$126,775.47	$132,427.53	$138,339.14	$143,180.37
Biweekly			$3,839.41	$3,992.98	$4,152.71	$4,318.78	$4,491.56	$4,671.24	$4,875.98	$5,093.37	$5,320.74	$5,506.94
Hourly Rate			$47.9927	$49.9123	$51.9089	$53.9848	$56.1445	$58.3905	$60.9497	$63.6671	$66.5092	$68.8367
Major (406)												
Annual			$111,103.37	$115,546.01	$120,167.62	$124,974.87	$129,973.69	$135,172.83	$141,179.20	$147,456.69	$154,018.96	$159,409.92
Biweekly			$4,273.21	$4,444.08	$4,621.83	$4,806.73	$4,998.99	$5,198.95	$5,429.97	$5,671.41	$5,923.81	$6,131.15
Hourly Rate			$53.4151	$55.5510	$57.7729	$60.0841	$62.4874	$64.9869	$67.8746	$70.8926	$74.0476	$76.6394

POLICE SALARY SCHEDULE A
FY 2024-2025 Effective 1/1/2025

'osition (Pay Grade)	1	2 Probationary	3	4	5	6	7	8	9	10	11	12
olice Officer (402)												
nnual		$66,572.14	$69,513.08	$74,321.86	$77,622.50	$81,071.94	$84,583.75	$88,353.54	$92,294.65	$96,413.54	$103,201.16	$106,812.59
iweekly		$2,560.47	$2,673.58	$2,858.53	$2,985.48	$3,118.15	$3,253.22	$3,398.21	$3,549.79	$3,708.21	$3,969.28	$4,108.18
lourly Rate		$32.0058	$33.4197	$35.7317	$37.3185	$38.9769	$40.6653	$42.4777	$44.3724	$46.3527	$49.6159	$51.3522
ergeant (404)												
nnual			$86,699.23	$90,165.75	$93,773.55	$97,524.73	$101,425.98	$104,217.35	$108,854.57	$117,288.99	$122,331.95	$126,613.88
iweekly			$3,334.59	$3,467.91	$3,606.67	$3,750.95	$3,901.00	$4,008.36	$4,186.71	$4,511.11	$4,705.07	$4,869.76
lourly Rate			$41.6823	$43.3489	$45.0834	$46.8869	$48.7625	$50.1045	$52.3339	$56.3889	$58.8134	$60.8721
'aptain (405)												
nnual			$100,323.85	$104,336.64	$108,510.40	$112,849.75	$117,364.55	$122,059.48	$127,409.35	$133,089.67	$139,030.84	$143,896.27
iweekly			$3,858.61	$4,012.95	$4,173.48	$4,340.38	$4,514.02	$4,694.60	$4,900.36	$5,118.83	$5,347.34	$5,534.47
lourly Rate			$48.2326	$50.1618	$52.1685	$54.2547	$56.4253	$58.6824	$61.2545	$63.9854	$66.8417	$69.1809
lajor (406)												
nnual			$111,658.89	$116,123.74	$120,768.46	$125,599.74	$130,623.56	$135,848.69	$141,885.10	$148,193.97	$154,789.05	$160,206.97
iweekly			$4,294.57	$4,466.30	$4,644.94	$4,830.76	$5,023.98	$5,224.95	$5,457.12	$5,699.77	$5,953.43	$6,161.81
lourly Rate			$53.6822	$55.8287	$58.0618	$60.3845	$62.7998	$65.3119	$68.2140	$71.2471	$74.4178	$77.0226

POLICE SALARY SCHEDULE A

FY 2025-2026

Position (Pay Grade)	2 Probationary	3	4	5	6	7	8	9	10	11	12
Police Officer (402)											
Annual	$69,235.03	$72,293.60	$77,294.73	$80,727.40	$84,314.82	$87,967.10	$91,887.68	$95,986.44	$100,270.08	$107,329.21	$111,085.09
Biweekly	$2,662.89	$2,780.52	$2,972.87	$3,104.90	$3,242.88	$3,383.35	$3,534.14	$3,691.79	$3,856.54	$4,128.05	$4,272.50
Hourly Rate	$33.2861	$34.7565	$37.1609	$38.8113	$40.5360	$42.2919	$44.1768	$46.1473	$48.2068	$51.6006	$53.4063
Sergeant (404)											
Annual				$97,524.49	$101,425.72	$105,483.02	$108,386.04	$113,208.75	$121,980.55	$127,225.23	$131,678.44
Biweekly				$3,750.94	$3,900.99	$4,057.04	$4,168.69	$4,354.18	$4,691.56	$4,893.28	$5,064.56
Hourly Rate				$46.8868	$48.7624	$50.7130	$52.1087	$54.4273	$58.6445	$61.1660	$63.3069
Captain (405)											
Annual				$112,850.82	$117,363.74	$122,059.13	$126,941.86	$132,505.72	$138,413.26	$144,592.07	$149,652.12
Biweekly				$4,340.42	$4,513.99	$4,694.58	$4,882.38	$5,096.37	$5,323.59	$5,561.23	$5,755.85
Hourly Rate				$54.2552	$56.4249	$58.6823	$61.0297	$63.7047	$66.5448	$69.5154	$71.9481
Major (406)											
Annual				$125,599.20	$130,623.73	$135,848.50	$141,282.64	$147,560.50	$154,121.73	$160,980.61	$166,615.25
Biweekly				$4,830.74	$5,023.99	$5,224.94	$5,433.95	$5,675.40	$5,927.76	$6,191.56	$6,408.28
Hourly Rate				$60.3842	$62.7999	$65.3118	$67.9243	$70.9426	$74.0970	$77.3945	$80.1035

POLICE SALARY SCHEDULE A

FY 2026-2027

Position (Pay Grade)	2 Probationary	3	4	5	6	7	8	9	10	11	12
Police Officer (402)											
Annual	$72,004.43	$75,185.35	$80,386.52	$83,956.50	$87,687.41	$91,485.78	$95,563.19	$99,825.89	$104,280.88	$111,622.37	$115,528.50
Biweekly	$2,769.40	$2,891.74	$3,091.79	$3,229.10	$3,372.59	$3,518.68	$3,675.51	$3,839.46	$4,010.80	$4,293.17	$4,443.40
Hourly Rate	$34.6175	$36.1468	$38.6474	$40.3637	$42.1574	$43.9836	$45.9438	$47.9932	$50.1350	$53.6646	$55.5425
Sergeant (404)											
Annual				$101,425.47	$105,482.75	$109,702.34	$112,721.49	$117,737.10	$126,859.77	$132,314.24	$136,945.57
Biweekly				$3,900.98	$4,057.03	$4,219.32	$4,335.44	$4,528.35	$4,879.22	$5,089.01	$5,267.14
Hourly Rate				$48.7622	$50.7129	$52.7415	$54.1930	$56.6044	$60.9903	$63.6126	$65.8392
Captain (405)											
Annual				$117,364.85	$122,058.29	$126,941.50	$132,019.53	$137,805.95	$143,949.79	$150,375.76	$155,638.21
Biweekly				$4,514.03	$4,694.55	$4,882.37	$5,077.67	$5,300.23	$5,536.53	$5,783.68	$5,986.08
Hourly Rate				$56.4254	$58.6819	$61.0296	$63.4709	$66.2529	$69.2066	$72.2960	$74.8261
Major (406)											
Annual				$130,623.17	$135,848.68	$141,282.44	$146,933.94	$153,462.92	$160,286.60	$167,419.84	$173,279.86
Biweekly				$5,023.97	$5,224.95	$5,433.94	$5,651.31	$5,902.42	$6,164.87	$6,439.22	$6,664.61
Hourly Rate				$62.7996	$65.3119	$67.9243	$70.6413	$73.7803	$77.0609	$80.4903	$83.3076

Exhibit "B"

The purpose of this exhibit is to establish a fair and equitable procedure for bargaining unit members to schedule paid leave time. Nothing in this exhibit shall limit the employer's authority in determining the number of employees who may schedule paid time off, determining sufficient staffing nor limit management's authority as provided by the contract, department policy or practice.

Section 1 For scheduling purposes all members of the bargaining unit will be given a ranking to coincide with their seniority based upon the criteria in Article VIII. For purposes of scheduling paid leave, employees at the same rank and assignment and/or shift will compete against one another. Paid time off is defined as vacation leave, holidays and compensatory time.

Section 2 Paid leave requests shall be submitted by the bargaining unit member to their immediate supervisor. The supervisor in conjunction with other management will approve or reject the request.

Section 3 Paid leave requests for a minimum of ~~forth~~ forty (40) work hours; the leave will be granted on the basis of seniority up to ninety (90) days prior to the first day of the leave requested. A more senior employee may bump an employee ninety (90) or more calendar days prior to the first day of the requested leave. If bumping occurs the bumped employee will be notified within five (5) calendar days. Once the ninety (90) day threshold has been reached the employee who has made the scheduling request may not be bumped. If a request for paid time off is made less than ninety (90) days prior to the date and it is approved, the requesting employee may not be bumped. (Example-if an employee requests July 1st through 5th the employee may be bumped no later than April 2nd.)

Section 4 Paid leave requests for thirty-nine (39) hours or less; the leave will be granted on the basis of seniority up to thirty days prior to the first day of the leave requested. Therefore, a more senior employee may bump an employee thirty (30) or more calendar days prior to the first day of the requested leave. If bumping occurs the bumped employee will be notified within five (5) calendar days. If a request for paid time off is made less than thirty (30) days prior to the date requested the employee may not be bumped. (Example-if an employee requests July 4th the employee may be bumped no later than June 4th).

AN AGREEMENT WITH:

THE CITY OF BROKEN ARROW, OKLAHOMA,
A Municipal Corporation

and

FRATERNAL ORDER OF POLICE
Lodge No. 170

FISCAL YEAR 2025-2027

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ARTICLE 1

PURPOSE OF AGREEMENT

Pursuant to Title 11, Section 51-101 et seq. it is the intent and purpose of this Agreement, entered into by and between THE CITY OF BROKEN ARROW, OKLAHOMA, hereinafter referred to as EMPLOYER, and LODGE NO. 170, FRATERNAL ORDER OF POLICE, hereinafter referred to as LODGE, to achieve and maintain harmonious relations between the parties hereto**,** to provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement and to establish wages, hours and other terms and conditions of employment.

ARTICLE 2

AUTHORITY AND TERM

Section 1. The Employer and Lodge have, by these presents, reduced to writing the collective bargaining agreement resulting from negotiations entered into by the Employer and the Lodge.

Section 2. This Agreement shall be effective as of the 1st day of July 2025 and shall remain in full force and effect until midnight the 30th of June 2027 in accordance with the provisions of the Fire and Police Arbitration Act.

ARTICLE 3

RECOGNITION

Section 1. The City of Broken Arrow recognizes the Fraternal Order of Police Lodge #170 as the exclusive bargaining agent for all employees covered by this agreement.

Section 2. The term employees as used herein shall be all fulltime commissioned officers of the City of Broken Arrow Police Department but does not include, for the purposes of exclusive recognition, the Police Chief, and Administrative Assistant to be designated by the Police Chief and in certain circumstances probationary employees. A fulltime commissioned police officer is an officer who is scheduled to work at least 40 hours in a work week and who is certified as a law enforcement officer by the Council on Law Enforcement, Education and

Training.

The parties acknowledge that City of Broken Arrow Code of Ordinances and personnel rules require that new employees of the Police Department serve a one-year probationary period from the date of hire. At the discretion of the Chief of Police, the probationary period may be extended up to an additional three (3) months for those employees who exhibit difficulty in properly responding to training during the Broken Arrow Police Academy and/or Field Training Program. The probationary period is defined as a trial period considered as part of the selection process during which a new employee is required to successfully demonstrate his or her ability to perform the duties required of the position.

To ensure compliance with relevant state law and with the intent and purpose of the City of Broken Arrow Code of Ordinances and personnel rules probationary employees who have become full time commissioned officers, as defined by this section, but have not completed the one year employment probationary period shall be covered by the labor agreement only to the extent required by state law. Fulltime commissioned officers who have not completed the employment probationary period as required by the City of Broken Arrow Code of Ordinances and personnel rules, and noted in Section 2 above, shall not be provided any grievance rights pertaining to any form of discipline up to and including dismissal within the agreement until the probationary period has been successfully completed as required by the City of Broken Arrow Code of Ordinances and personnel rules.

Probationary employees who have not become fulltime commissioned officers, or have not met provisions as noted in Section 2 above, shall not be covered by the labor agreement.

ARTICLE 4

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. The Lodge recognizes the prerogative of the Employer to operate and manage its affairs in all respects and in accordance with its responsibilities, and the power or authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement are retained by the Employer, and all rights, powers and authority the Employer had prior to the signing of the Agreement are retained by the Employer and remain exclusively without limitations, within the rights of the Employer.

Section 2. Except as may be limited herein, the Employer retains the rights in accordance with the Constitution, the laws of the State of Oklahoma, and the ordinances and regulations promulgated there under:

A. To determine Police Department policy, including the right to manage the affairs of the Police Department in all respects, except as stated above;

B. To assign working hours, including the use of voluntary or mandatory overtime as determined necessary for adequate staffing levels for Officers per shift to properly meet the department's mission to ensure citizen safety, protection of properties as well as employee safety;

C. To direct the members of the Police Department, including the right to hire, promote or transfer any bargaining unit member; and, to terminate, suspend, demote or otherwise discipline any bargaining unit member for just cause;

D. To determine the table of organization of the Police Department, including the right to organize and re-organize the Police Department and the determination of job classifications and ranks based upon duties assigned;

E. To determine the safety, health and property protection measures for the Police Department;

F. To allocate and assign work to police officers within the Police Department;

G. To be the sole judge of the qualification of applicants and training of new employees;

H. To schedule the operations and to determine the number and duration of hours of assigned duty per week, including the right to establish processes involving Officer voluntary or mandatory call back, call back roster establishment and roster tracking/maintenance; (also, see Article 23)

I. To establish and enforce Police Department rules, regulations and orders;

J. To introduce new, improved or different methods and techniques of operations of the Police Department or to change existing methods and techniques;

K. To determine the amount of supervision necessary;

L. To control the departmental budget;

M. To take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency.

ARTICLE 5
PREVAILING RIGHTS

All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operations and administration of the Broken Arrow Police Department currently in effect on the effective date of any negotiated Agreement shall be deemed a part of said Agreement unless and except as modified or changed by the specific terms of such Agreement.

ARTICLE 6
PROHIBITION OF STRIKES

Section 1. During the term of this Agreement, the Lodge agrees to a prohibition of any job action, i.e. strikes, work slowdowns, mass absenteeism, or being part to such activities. The Lodge shall not be in breach of Agreement where the acts and actions heretofore enumerated are not caused or authorized by the Lodge. Lodge shall not aid or assist any person or parties engaged in the above prohibited conduct, by giving direction or guidance to such activities and conduct, or by providing funds, financial and other assistance for the conduct or direction of such activities or for the payment of strike, unemployment or other benefits to those persons or parties participating in such prohibited conduct and activities; provided, however, the Lodge may provide legal representation.

Section 2. Upon notification confirmed in writing by the Employer to Lodge that certain of its members are engaging in an alleged wildcat strike, the Lodge shall, within a reasonable time period, in writing, order such members to return to work at once and provide the Employer with a copy of such an order and an officer of the Lodge shall publicly order them to return to work. Such characterization of the strike by the Employer shall not establish the nature of the strike. Such notification by the Lodge shall not constitute an admission by it that the alleged wildcat strike is in progress or has taken place or that any particular member is or has engaged in an alleged wildcat strike. The notification shall be made solely on the representations of the Employer.

ARTICLE 7

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, term or obligation contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership, governance, management, or administration of either party hereto, or by change geographically of the place of business or the seat of government or either party hereto.

ARTICLE 8

SENIORITY

Section 1. Seniority shall mean the status attained by length of continuous service in rank. It shall commence from the date on which the Employee was hired as a police officer, upon satisfactory completion of one (1) year probationary period.

Section 2. Where two (2) or more employees are hired on the same date, their relative seniority standing shall be determined in the order of their employment application. When two (2) or more officers are promoted on the same date, their seniority shall be determined by their ranking on the promotion list. Provided, if two (2) or more officers are tied on the promotion list and are promoted on the same date, their relative seniority standing shall be determined by the date of their employment application.

Section 3. Seniority shall be lost upon the occurrence of any of the following:

A. Discharge, if not reversed;

B. Resignation;

C. Unexcused failure to return to work upon the expiration of a formal leave of absence; from a notification of return to work after layoff; after having been laid off for a period of twelve (12) months.

D. Retirement.

Section 4. Bargaining unit members demoted in rank shall have their seniority adjusted to reflect their years of service at the greater rank(s) included in their years of service at the newly assigned rank.

ARTICLE 9

MANAGEMENT-BARGAINING AGENT MEETINGS

Section 1. The City Manager or designated representative and the president of the Lodge or designated representative shall meet at the request of either party any time or place mutually agreed upon. If at any such meeting, either party shall request a progress report on a particular subject or problem, the requested party shall deliver the report at the next Management-Bargaining Agent meeting.

Section 2. The purpose of such meeting shall be to encourage and facilitate communication between the parties and to determine recommendations concerning all problems of mutual concern, including but not limited to potential grievance situations.

Section 3. The function of these meetings shall neither supersede, nor limit the provision of this Agreement relating to the grievance procedure. These meetings shall not be used to circumvent the collective bargaining process or the grievance procedure established herein.

ARTICLE 10

UNION BUSINESS

Section 1. Any employee elected as an officer of the Lodge or as a delegate to a Lodge activity pertaining to Lodge business shall be granted a leave of absence without pay, subject to the staffing requirements of the Department. Written notice for such a leave shall be forwarded to the Chief of the Broken Arrow Police Department at least five (5) business days in advance for his or her approval.

In lieu of a leave of absence without pay elected officers of the Lodge may utilize a one hundred sixty (160) hour paid leave bank to attend national, state or local FOP conventions, conferences, meetings and/or seminars. The paid leave bank shall not exceed one hundred sixty (160) hours during the term of the agreement. Use of the paid bank shall be subject to the scheduling priorities described in this section.

Section 2. It is agreed by the Employer that members of the negotiating team shall be allowed time off with pay for all meetings which are mutually set by the Employer and the Lodge. For the purposes of this Article, the negotiating team shall not exceed four (4) members plus the Lodge President.

Section 3. The duly elected grievance committee may be granted up to four (4) hours, without loss of pay, during any one work week, for the purpose of investigating and/or processing alleged or actual grievances from members of the bargaining unit. Such time may be accumulated up to a maximum of four (4) hours. Such time shall be requested and approved by the appropriate Major and shall be scheduled such that the Police Department operations are not impeded by the absence from duty.

Section 4. The Lodge may have a bulletin board within the Police Station, its size not to exceed 4' X 6' and with a location in close proximity to the Patrol Division Squad Room, placement will occur in a mutually agreed upon location**.** It is for notices concerning Lodge, educational, recreational and social affairs and such other matter as may be agreed upon by the Lodge, and material shall be signed by an officer of the Lodge. It shall be the responsibility of the Lodge to maintain the materials they post, to insure that the posting of such material is limited only to the bulletin board.

It is understood that material of a political, controversial or inflammatory nature shall not be posted. For the purposes of this Article, political shall be defined to include matters dealing with the administration of public affairs or pertaining to the political activities at the local, state or national level. For the purposes of this Article, inflammatory shall be defined as those comments tending to excite passion, tumult or of a personal derogatory nature, especially those comments directed towards the administration of the police department, local government, or toward elected officials of the City of Broken Arrow.

ARTICLE 11
REDUCTION IN FORCE

In case of a personnel reduction, the employee with the least seniority will be laid off first. In determining seniority for the purpose of personnel reduction, only the length of continuous service as a Broken Arrow Police Officer, regardless of rank, shall be counted. Generally, no new employee will be hired until the laid off employee list is exhausted as to each available opening subject to the following requirements:

A. At the time of layoff only accrued vacation, holiday and compensatory time shall be paid. Accrued sick leave shall be retained but will not be paid. All other benefits

shall cease.

B. All federal obligations due under COBRA health care continuation legislation shall be offered in accordance with the federal statute.

C. Laid off employees shall possess limited recall rights for a period of twelve (12) months from the date of layoff notification as follows: should a full-time opening occur within the employee's classification the laid off employee will be notified in order of seniority by registered or certified letter to the last known mailing address.

D. During such period of layoff there shall be no accrual of any contractual benefit except seniority as set forth in Article 8, Section 3c or except as may be required by applicable federal or state law.

E. Bargaining unit members affected by a reduction in force will be notified at least 30 calendar days in advance of the date of the layoff.

ARTICLE 12
GRIEVANCE PROCEDURE

Section 1. The Lodge or any employee covered under this Agreement may file a grievance within ten (10) business days of alleged occurrence, as hereinafter defined, and shall be afforded the full protection of this Agreement. Filing a grievance with the City shall by defined as submitting a written grievance to the grievant's immediate supervisor or if the immediate supervisor is unavailable a superior officer. If the FOP is filing a grievance it shall be submitted to the Police Chief or designated Administrative Assistant and be discussed with the Chief or designated Administrative Assistant simultaneous to its filing.

Section 2. The Lodge President or his or her authorized representative, may report an impending grievance to the Police Chief in an effort to forestall its occurrence. If the impending grievance is settled at this stage, the settlement shall be in writing.

Section 3. Any controversy between the Employer and the Lodge or any employee concerning the interpretation, enforcement of or application of any provision of this Agreement, concerning any of the terms or conditions of employment contained in this Agreement, shall be adjusted in the following manner:

A. If a grievance is filed by the employee, simultaneous with its written filing with the City as described in Section 1 the grievance shall be discussed by the employee with his or her immediate supervisor or the next officer in the chain of command. Said Employee's Lodge President, or alternate, shall be present at said discussion. The answer to the grievance shall be submitted in writing by the supervisor or next higher ranking officer, within five (5) business days to the Police Chief or his/her designee, to the Employee(s) involved and to the Lodge President.

B. The supervisor will respond to those issues where that authority has been generally designated by the Police Chief. If they have not been so designated, they shall simply respond in writing that they do not have the authority to act on the grievance. In any case, the City/Police Chief shall not be bound by the supervisor's grievance response and shall have seven (7) days to notify the employee and/or the FOP in writing that the response is unacceptable and therefore void, or in the alternative, that the grievance response answer to the employee or Union is modified as noted in the Chief's response.

C. If the grievance is not settled by the provision of Section 3A and B, the grievant shall submit in writing to the Lodge Grievance Committee the grievance within fifteen (15) business days from the date of the supervisor's response. The Lodge Grievance Committee shall determine, in its sole discretion and judgment within fifteen (15) business days of the date of the supervisor's response, whether or not a grievance exists within the terms and condition of this agreement.

1. If the Lodge Grievance Committee finds a grievance does exist, the Committee shall submit the grievance, in writing, within the above stated fifteen (15) business days to the Police Chief for adjustment.

2. If the Lodge Grievance Committee finds a grievance does not exist, no further proceedings shall be necessary. The Lodge shall notify the City in writing within the above stated fifteen (15) business days of its decision not to proceed with the grievance.

D. The Police Chief's answer shall be submitted in writing to the Employee(s)

involved and to the Lodge Grievance Committee within ten (10) business days from receipt of the Lodge's grievance. If the grievance has not been settled in the determination of the Lodge, then it then shall be sent to the City Manager for adjustment within fifteen (15) days of receipt of the Chief's response.

E. The City Manager's answer shall be submitted, in writing, to the Chief of Police, the employee involved (as applicable), and the Lodge Grievance committee within ten (10) business days of receipt of the Lodge grievance. If the Lodge Grievance Committee determines the grievance has not been settled within fifteen (15) days of receipt of the City Manager's grievance response, the Lodge shall notify the City within the same fifteen (15) day timeframe in writing of its request for arbitration. The grievance shall be submitted to arbitration for adjustment as follows:

1. The parties shall jointly request within five (5) business days from the date of the Lodge request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service, or other mutually agreed upon Service.

2. Within seven (7) business days from the receipt of such a panel, a representative of the Lodge and the City shall meet and alternately strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. In lieu of meeting the parties or their representatives may have a phone conference for purposes of striking the list. The party requesting arbitration shall strike the first name. Either party may totally reject one full panel and request a new panel.

3. Upon notification to the Federal Mediation and Conciliation Service (FMCS), or other mutually agreed upon Service, of the selection of the arbitrator, and when the arbitrator is contacted, the date for the Arbitration Hearing shall be set by mutual agreement between the Lodge and City representatives and the arbitrator. It is the intent of the parties to attempt to have all grievance hearings scheduled and conducted within no more than

sixty (60) days from selection of the arbitrator if it is reasonably possible.

4. The arbitrator is expected to render a decision and award within the timeframe set out in the FMCS, or other mutually agreed upon Service, rules and procedures. A copy of the opinion shall be mailed or delivered to the Lodge and the Employer.

5. With respect to the interpretation or application of the provisions of the Agreement, the decisions, findings and determinations of the arbitrator shall be final and binding upon the parties to this Agreement.

6. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereof. The arbitrator shall have no jurisdiction to establish provisions of a new agreement or variation of the present agreement, or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievances.

7. The cost of the impartial arbitrator shall be shared equally between the Lodge and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it, however the parties may, in advance of the hearing, agree to share equally the cost of the transcript and if so both parties shall receive the transcript.

Section 4. All time limits set forth in the Article may be extended by mutual consent, in writing, but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, the party shall have no further right to continue the grievance.

Section 5. It is specifically and expressly understood that filing a grievance under this Article which has as its last step, final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, the Lodge or other representatives of the party, to litigate or otherwise contest the last answer rendered through the Grievance Procedure, in any Court or other appeal forum.

ARTICLE 13

MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

Section 1. Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties under state, federal and/or local laws respecting the obligation of the Employer and Lodge alike to abide by applicable anti-discrimination laws, and affirmative action responsibilities, if any. In this regard and not by way of limitation, the parties agree to promote anti-discrimination on account of race, color, size, national origin, religion, sex, status of Lodge membership, political affiliation, disability status and any applicable veterans' re-employment rights legislation.

Section 2. To the extent this Agreement conflicts with overriding federal, state or municipal equal employment or anti-discrimination laws then and only in that event shall those laws control.

ARTICLE 14

POLICY AND PROCEDURES

Section 1. All proposed amendments to the Broken Arrow Police Department Policy and Procedures Manual shall be posted and comment is invited from all officers for a fifteen (15) calendar day period from the date of posting. The Lodge President or designee shall initial each amendment at the time of posting.

The Chief of Police shall give due consideration to all written comments submitted during the fifteen (15) calendar day period, but is not required to adopt or implement any of the comments submitted.

After the fifteen (15) calendar day comment period, the proposed amendment shall be affected or the proposed amendment shall be changed to reflect the language agreed to by the Chief and the commenting party.

If after the amendment has been affected, a member of the department wishes to oppose the amendment, he or she shall so notify the Chief of Police and the issue shall be placed before the City Manager. The City Manager shall receive comment from the parties and support or reject said comments with a written response to all parties within forty-five (45) calendar days of receipt of all comments.

Section 2. Each officer shall receive a copy of the policy amendment within thirty (30)

calendar days of the effective date of the amendment.

ARTICLE 15
DUES DEDUCTION

Section 1. The Employer agrees to deduct regular monthly Lodge dues from earned wages of those employees who are in the bargaining unit. The deduction shall be made from each paycheck in an amount certified to be correct by the Secretary-Treasurer of the Lodge local. The total deductions shall be made to the Lodge via direct deposit within five (5) calendar days after the deduction is made. The payroll deduction shall be revocable by the employee notifying the City in writing. The Lodge shall be notified of any revocation.

Section 2. The City will deduct only Lodge dues from the employee's paycheck, and will not deduct initiation fees, special assessments, fines or other deductions, except for dues. In the event of any increase or decrease in Lodge dues, the Lodge will give the Employer thirty (30) calendar days written notice in order to allow the Employer to make the proper changes in its accounting records. No deductions will be made when the salary to be paid an employee is not sufficient to cover the amount deducted.

Section 3. The City will provide the Lodge Treasurer with a detailed report showing individual's name, division/department, and a deduction amount at the time of the payment.

Section 4. All deductions will be for the month in which they are taken. All deductions refundable at the time of termination or resignation will be refunded by the Lodge. The Employer shall not be responsible for errors. In case of an error or improper deduction, made by the Employer and paid to the Lodge, a proper adjustment of the same shall be made by the Lodge with the employee affected.

Section 5. The Lodge shall indemnify, defend and hold harmless, the City against any claims made, and against any suits instituted against the City on account of payroll deduction of Lodge dues.

ARTICLE 16
EDUCATIONAL COMPENSATION

Section 1. Employees of the bargaining unit who are commissioned police officers

shall receive monthly compensation for obtaining a degree from an accredited college or university as follows:

A.A.	B.S.	Masters
$75	$125	$200

Section 2. Employees hired after September 6, 1994 shall be ineligible for the Associate degree pay described in Section 1.

Section 3. Bargaining unit members may be reimbursed up to a maximum of one hundred percent of tuition and book expense upon satisfactory completion of a college course(s) that is considered police related. The maximum amount reimbursed shall be based on the tuition, fees and book expense established by the State Regents for Higher Education for Oklahoma State supported public institutions. The City will also provide reimbursement for expenses related to media and/or software which is specific to a particular course of instruction (and not general Microsoft Office software packages for example). The amount of reimbursement shall be based on the following:

If the bargaining unit member earns a grade below "C" or withdraws from the course no reimbursement shall be provided. The maximum amount of reimbursement shall not exceed $1,200 per semester.

The following degree programs shall be considered police-related: Psychology, Sociology, Law Enforcement, Government, Political Science, Criminal Justice, Police Science, Corrections, Computer Science or other specific programs as approved by Management.

Section 4. An officer holding multiple degrees shall only receive the compensation identified for the highest single degree for which he or she qualifies.

ARTICLE 17
FAMILY LEAVE

Section 1. Death in Family. In the event of a death in the immediate family of an employee, the employee shall be granted up to three (3) calendar days off, with pay, at the time of the death. The definition of immediate family in regard to funeral leave is spouse, employee's

parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents of the employee or spouse, son, daughter and grandchildren, or "foster" or "step" situations within these categories, or any person whose relationship could justify the employee's absence, provided special approval by the Police Chief is first obtained. The Police Chief or designee may extend funeral leave benefits if the travel requirements to attend the funeral are such that the regular three (3) day benefit is insufficient for the bargaining unit member to travel and attend the funeral. The maximum benefit shall not exceed five (5) days.

Section 2. Sickness in Family. In the event of a sickness or injury to a member of an employee's immediate family, as qualified under the Family and Medical Leave Act, which is serious enough to warrant the presence of the employee, as certified by the attending physician, the employee shall be granted up to three (3) calendar days off with pay and charge to sick leave. The Police Chief or designee may extend this benefit when the absence is certified by the attending physician. The employer reserves the right to obtain a second opinion as provided in the Family and Medical Leave Act and rely upon the second opinion findings.

Section 3. The parties recognize and agree both must comply with the Family and Medical Leave Act of 1993.

ARTICLE 18
UNIFORMS

Section 1. Officers assigned to canine duty and who are regularly assigned a dog shall receive $10.00 per month for cleaning and maintenance allowance.

Section 2. Bargaining unit members shall receive a $1,800 annual uniform allowance. Payment of this benefit shall occur by separate check in the second pay period in July of each year.

Section 3. The City will provide each officer covered by this agreement personal body armor. Each officer may select the type of body armor preferred among those approved by management. The City will pay toward the purchase of said equipment an amount equal to the cost incurred by the City to provide the standard issue vest to new hires. Bargaining unit members that select body armor that exceeds the cost of the standard issue shall be responsible for all cost in excess of $1,100 or the normal amount that the City's bid or purchasing process is based upon in future years, whichever is greater. Each officer shall be required to wear the personal body

armor while on duty, however, the Police Chief may waive this requirement when, in his or her sole authority, deemed appropriate. Replacement of the body armor will be provided by the City up to an amount equal to the cost incurred by the City to provide the standard issue vest to new hires.

Section 4. Bargaining unit members shall be allowed to wear their department uniform for off-duty police/security related employment or occupations that are considered by the Police Chief to be duty related. The Police Chief shall have sole authority in determining the off-duty occupations that are considered duty related.

ARTICLE 19
DESTRUCTION OF OFFICER'S PROPERTY

Section 1. The City shall repair, replace or reimburse an officer, within a reasonable length of time, for any of the below items which are suddenly and unexpectedly damaged, destroyed, stolen or lost, as a result of a single incident on-the-job. Items include:

a. Prescription Eye glasses and prescription sunglasses. Prescription glasses or prescription sunglasses will be repaired or replaced by the City based on the original (or original replacement receipt or similar form) purchase receipt from the vendor originally selling the glasses that were damaged and/or destroyed. Such repair or replacement shall be equal to the current cost of the damaged/destroyed item not to exceed a maximum of five hundred dollars ($500).;

b. Contact Lenses;

c. Dentures;

d. Braces;

e. Hearing Aids;

f. Civilian clothing;

g. Uniform Clothing;

h. Weapons;

i. Watches (maximum - $250.00);

j. Jewelry (maximum - $200.00);

k. Eye Protection (sunglasses) - $300 maximum

l. Leather goods, uniform patches and brass, badges or other police equipment required by the Police Chief and provided to an officer at the initial issue of uniforms.

m. Cellular telephones (up to $1000 maximum with proof of no insurance plan to cover the phone replacement. If there is an insurance policy on the phone, the City will only reimburse the amount not covered by the insurance plan). The parties agree if the bargaining unit member is not under a contractual obligation to the cellular provider (i.e. on a month to month service plan) and the damaged or destroyed phone may be replaced with a new or renewed contract the City is then only obligated to replace the same or similar phone at the lesser rate.

Section 2. An officer shall be required to provide the City with a written statement concerning the circumstances surrounding the damaged, destroyed, stolen or lost personal property.

Section 3. An officer shall also be required to provide the City with a written estimate of repair, replacement, or reimbursement, of the damaged, destroyed or lost personal property.

ARTICLE 20
HOLIDAYS

Section 1. Bargaining unit members will accrue one hundred twenty-two (122) hours of holiday leave on July 1st of each year. All holiday leave will be placed in an individual "bank" for each bargaining unit member. Bargaining unit members may schedule holiday leave subject to departmental scheduling requirements. Holiday leave may not be expended in less than one (1) hour increments. The City and the Lodge acknowledge through the Management Rights provisions of this contract that the Police Chief or designee shall have the sole authority to determine necessary staffing on a holiday.

However, for purposes of this article only, the City agrees that a bargaining unit member may choose to work the Martin Luther King Jr., Good Friday, Memorial Day, Labor Day, Veterans Day, and the day after Thanksgiving. On the actual holidays of New Year's Day (January 1st), Independence Day (July 4th), Thanksgiving Day (4th Thursday in November) and Christmas Day (December 25th) the Police Chief or his designee has the sole authority to direct bargaining unit

members not to report to work and to charge the absence to a holiday in their bank. If holiday leave does not exist the employee shall charge the absence to vacation leave or compensatory leave. If one of the above referenced holidays occurs on a Saturday or Sunday and the holiday is observed by the City on the preceding Friday or the following Monday the Police Chief does not have the authority to direct bargaining unit members to use a holiday. Bargaining unit members have the option of working on that day or scheduling the day off subject to department regulations. If a bargaining unit member schedules an actual holiday off, the leave will be charged to the officer's holiday leave bank. If the officer does not possess any holiday leave at the time of the holiday, vacation or compensatory time may be used. In the event a bargaining member is "on-call" and is being compensated for such status, the Chief, or designee, does not have the authority to direct that specific member not to report to work. In this case, the bargaining unit member that is "on-call" may choose to work that holiday in which they are subject to call out.

Section 2. Bargaining unit members may maintain a maximum of 200 hours in their holiday leave bank. Only those bargaining unit members whose bank exceeds 160 hours as of July 1, 2000 shall be allowed to maintain a maximum balance equal to the amount of holiday leave in his or her bank as of July 1, 2000.

Section 3. Bargaining unit members who become covered by this agreement during its term shall receive all the remaining city recognized holidays for the balance of the fiscal year. City recognized holidays will be provided in hourly increments equivalent to the number of hours of a shift for those remaining city recognized holidays as provided in this Section. Example-if patrol is on 10-hour shifts, holidays will be provided in 10-hour increments. A recognized city holiday is defined as a holiday that results in City Hall being closed on that day.

Section 4. Upon termination of employment bargaining unit members covered by this agreement will be compensated at their straight hourly rate for any unused holiday leave. In the event of death, the bargaining unit member's estate will be compensated at the deceased employees straight hourly rate for all accrued holiday leave. An employee dismissed or who resigns due to embezzlement of City funds, theft, or deliberate destruction of City property shall not be compensated for any unused holiday leave. All property owned by the City but furnished to the employee for his/her use must be returned in usable condition, normal wear and tear excepted, in order to qualify for holiday leave compensation.

Section 5. Bargaining unit members assigned to and who actually work the entire schedule on Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King Jr. Day, or Memorial Day shall be paid one and one-half time the employees base hourly rate. Employees trading time or exchanging shifts are ineligible for this benefit.

Section 6. Bargaining unit members who are **called in** to work a patrol shift and who complete the full scheduled shift on any of the holidays listed in Section 5 shall receive compensation at **two (2) times their base hourly rate** for all hours worked on that holiday,

If an employee works two consecutive shifts back-to-back, the overlapping hours between the shifts shall be considered part of the employee's regular shift. Only the remaining hours of the second consecutive shift shall be compensated at two (2) times the employee's base hourly rate, provided the employee works the entire second shift.

Employees who voluntarily exchange shifts shall not be eligible for this benefit.

ARTICLE 21
SICK LEAVE

A regular full-time employee begins to accumulate sick leave upon completion of his or her first full month of employment:

A. Accrual. Sick leave is accrued in units of twelve (12) hours per month.

B. Expenditure. Sick leave can be expended in units of no less than one hour. Any sick leave extending beyond three (3) consecutive days must be accompanied by a physician's written statement certifying the employee's inability to report to work and that the employee has recovered sufficiently to return to work if deemed appropriate by the Police Chief. Sick leave may not be used as vacation leave. Any abuse of sick leave is justification for disciplinary action and possible dismissal.

C. Eligibility. An employee is eligible to take sick leave for one of the following reasons:

1. Personal illness or physical incapacity other than incurred on the job,

including medical, dental or optical diagnosis or treatment and pregnancy.

2. Serious illness of a member of the employee's immediate family requiring the employee's personal care or attention. Immediate family shall include: husband or wife, father or mother of employee, children or legally adopted children of husband or wife or both, or any other person whose relationship could justify the employee's absence, providing special approval by the department head is first obtained.

3. Exposure to a contagious disease that in the opinion of the attending physician could jeopardize the health of others.

4. All disabilities caused or contributed by pregnancy, childbirth, or related medical conditions. For all job-related purposes, said disabilities shall be treated the same as disabilities caused or contributed to by other medical conditions.

D. Procedure. An employee who is unable to report for work due to one of the above reasons shall report the absence to his/her supervisor before the regular starting time the employee is expected to report for work. Any reports of absence beyond the employee's normal starting time shall be granted by utilizing accruals, or leave without pay, at the discretion of the department head.

E. Accumulation. Sick leave may be accumulated to a maximum 1,040 working hours. On the execution date of this agreement bargaining unit members whose sick leave exceeds the maximum shall not have their balance adjusted until the individual officer’s accrued leave falls below the maximum. An employee who consumes all the sick leave benefits for which he or she is eligible, shall be placed on inactive status, without pay if so determined necessary by the department head and approved by the City Manager.

F. Separation. Upon separation, an employee will not be compensated for any unused sick leave.

G. Unauthorized use of sick leave. If upon investigation, the City Manager or department head does not consider the circumstances warrant, or did not warrant the absence of an employee, the employee shall be required to charge the absence

to vacation leave or leave without pay, rather than sick leave and is subject to disciplinary action.

H. After an employee covered by this agreement has accrued a balance of seven hundred twenty (720) hours of sick leave the employee shall be eligible to participate in an attendance bonus program based upon the following schedule:

If during the fiscal year the employee uses the equivalent number of hours in a day of their assigned shift as of July 1:

8/10 hours sick leave taken - 30% of the monthly base pay at the pay step the bargaining unit member is assigned as of the first day of the month in which checks are issued.

16/20 hours sick leave taken - 22% of the monthly base pay at the pay step the bargaining unit member is assigned as of the first day of the month in which checks are issued.

24/30 hours sick leave taken - 15% of the monthly base pay at the pay step the bargaining unit member is assigned as of the first day of the month in which checks are issued.

32/40 hours sick leave taken - 9% of the monthly base pay at the pay step the bargaining unit member is assigned as of the first day of the month in which checks are issued.

Any bargaining unit member using more than 32/40 hours of sick leave during the fiscal year shall not be eligible for this benefit. Payment to be made in the first pay period after June 30th.

ARTICLE 22
COMPENSATION

Section 1. On the effective date of this Agreement, the attached "Schedule A" rates of pay shall go into effect and be paid on the existing bi-weekly schedule. Effective July 1, 2025, the "Schedule A" rates of pay are increased 4% from the pay rates in effect on June 30, 2025. Effective July 1, 2026, the "Schedule A" rates in effect on June 30, 2026 will be increased by 4%.

When a bargaining unit member is promoted, they shall be placed at the first pay step in

the new pay range that results in at least a 10% increase in pay. If this placement results in the newly promoted supervisor receiving a higher pay step than a more senior supervisor within the same pay range, the pay disparity will be corrected by advancing the more senior supervisor to the same step as the newly promoted one. The effective date of the pay disparity will be the same effective date as the newly promoted supervisor. Any current situations which exist as of July 1, 2025 will be adjusted.

Section 2. Bargaining unit members who promote shall be placed at the first pay step in the new range that provides a minimum 10% increase. Nothing in this article shall limit the City's right or authority to determine the method of selection or determine the eligible candidates for a promotion to Assistant Chief.

Section 3. During the term of this agreement, bargaining unit members not at the top of the pay schedule shall be entitled for a satisfactory performance increase on the employee's anniversary date Each employee must, as a pre-requisite to the increase, receive a satisfactory performance evaluation.

Section 4. Upon agreement, the Lodge President and a City Representative will jointly agree to execute and submit form number 101 to the Oklahoma Police Pension and Retirement System.

Section 5. Bargaining unit members assigned by management to serve as a Field Training Officer shall receive $4.00 per hour that the bargaining unit member actually is assigned to and participates in the training of a probationary officer as defined in Article 3 of this agreement. This additional pay is denoted as FTO pay.

When the job performance of a non-probationary bargaining unit member falls below a satisfactory level and management has determined that remedial training is necessary then those bargaining unit members who are actually assigned by management to ride with the subordinate officer as part of a remedial training program shall be eligible for the $4.00 per hour benefit as described above.

When an officer is assigned to train a new K-9 officer and dog, that training officer shall receive $4.00 per hour for each shift that the bargaining unit member actually is assigned to and participates in the training. This additional pay is denoted as K-9 pay.

Section 6. In an effort to increase the number of experienced police officer applicants

the Lodge and City agree to an amendment to the existing base compensation program that traditionally requires a new hire to start at step one of the pay plan. This section will allow an experienced police officer to start at a pay step greater than step number one in the police officer pay range. An applicant must meet the following qualifications to be eligible for consideration above step number 1:

1. The applicant must meet the minimum educational requirement, successfully complete the pre-employment written, oral, polygraph, background and physical dexterity tests and successfully complete all medical requirements required by and successfully enter the Oklahoma Police Pension and Retirement System prior to employment.
2. The applicant must be certified by the Oklahoma Council on Law Enforcement, Education and Training prior to employment. If the applicant is from outside the state of Oklahoma he/she must be able to obtain Oklahoma CLEET certification within six months of initial employment.
3. Any applicant who meets the above stated criteria may be placed anywhere from step 1 to step 7 of the pay range. The Police Chief shall recommend, in consultation with the FOP Lodge 170 union president, the pay step he/she believes would be appropriate and the City Manager shall approve or reject such recommendation prior to a job offer being extended.
4. The parties agree that the implementation of this section is for base pay purposes only and does not in any way impact issues such as seniority, eligibility to test for specialty positions or other working conditions. Any new employee hired under the provisions of this section shall be required to complete the established probationary period and will be extended the collective bargaining rights and benefits as any other new hire would receive if any. This section shall not override any other provision of the existing labor agreement.

   Section 7. Bargaining unit members shall be eligible to participate in the City of Broken Arrow Bilingual Pay Compensation Program as outlined in the City of Broken Arrow Employee Handbook.

ARTICLE 23

FLSA IMPLEMENTATION/OVERTIME

Section 1. The City declares the use of Section 7(k) of the Fair Labor Standards Act in

order to establish the work period for Police Officers. All bargaining unit members at the rank of Police Officer, Corporal, Sergeant, and Captain are eligible for overtime compensation paid at the rate of one and one half times the total actual hours worked beyond eighty (80) hours in a fourteen (14) calendar day cycle.

Section 2. For the purposes of this article only, actual hours is defined as all hours an officer is scheduled to work, required to work beyond the regular schedule, called back to work, vacation, compensatory time or holiday leave scheduled and taken by the officer. Sick leave, or any other paid or unpaid leave will not be considered as hours worked. However, if an officer reports to a medical facility while on duty for reason of a first time, medical care visitation only that is related to a specific on the job injury or exposure, the officer's time shall be considered hours worked if he/she returns from the medical visitation back to duty on the same shift or at the beginning of the next, scheduled work shift and based on the terms of the medical release.

Section 3. Officers working overtime beyond their regular work schedule and not held over or called back to work by management, must have prior approval to work overtime from the Chief or designate. Failure to obtain prior approval may result in a disciplinary action.

Section 4. The City at any time may direct a non-exempt employee to stop working and leave the premises immediately and not return to work until so directed by the Chief. The purpose being not to allow the employee to work in excess of eighty (80) hours. Such action will not reflect negatively on the employee, is not considered disciplinary action and the employee will be paid for the hours actually worked.

Section 5. Those officers who work beyond their regular work schedule, but fail to exceed the fourteen (14) day eighty (80) hour threshold to earn overtime benefits as set forth in this Article, will be paid for those hours worked at a straight hourly rate and shall not be subject to the FLSA minimum requirement adopted to receive said benefit. The accumulation of this benefit in this Article shall not be cumulative.

Section 6. Bargaining unit members eligible for overtime may elect to earn compensatory time off in lieu of receiving overtime wages when overtime benefits are earned with such election to occur at the time overtime is approved. Each member is limited to a maximum in the compensatory time bank of 150 hours. Once an officer achieves a balance of 150 hours, he or she shall be compensated wages for any additional overtime earned.

The parties agree the June 30, 1993 balance presently credited to each member shall be applied to the maximum accrual stated in this section and any hours exceeding 130 that an officer now has shall remain credited to the officer until those hours exceeding 130 are used by the officer.

The parties agree that overtime and/or compensatory time shall be managed by the City in accordance with the Fair Labor Standards Act and related case law.

Section 7. The parties recognize that the City is a recipient of grants from federal, state and / or quasi-governmental agencies. When grant funding is being used for wages that result in overtime expenses the compensatory time benefits described in Section 6 may not be earned by bargaining unit members. In these circumstances the bargaining unit member may earn overtime wages only.

Section 8. In the event an employee is placed "on-call" or on "stand-by", this shall be deemed to mean the following:

(a). The employee is free to go or remain at any location of the employee's own choosing, so long as the employee can respond to the anticipated work place within thirty (30) minutes of receiving a call to work;

(b). The employee is free to use the waiting time for any personal matters the employee chooses;

(c). The employee must remain sober while on-call or on stand-by;

(d). The employee must carry a working beeper, or otherwise leave a telephone number with employees which have been designated by the Department Director for such a service, where the needed employee who was on call or on stand-by can be reached if needed;

(e). The Department Director may require an employee on- call or on stand-by to have a two-way radio which is operating for the purpose of requiring the employee to report to work.

Section 9. When management has determined that off-duty bargaining unit members are needed for scheduled community events of a non-emergency nature the following overtime assignment system will be used:

A. When the Police Chief determines off duty bargaining unit members are needed and the event is scheduled at least fourteen (14) days in advance, notice will be

posted on departmental bulletin boards advising officers of the event, the types and ranks of officers needed, the dates of the event, and the number of volunteers being sought.

B. If a bargaining unit member is interested in working the event the officer may sign a register in the Shift Commander's office indicating their desire to work overtime. The register will be available for sign up for five (5) calendar days.

C. Overtime assignment will then be based upon the ranks management has determined it needs, then seniority, and will operate on a rotation basis. If a more senior officer has worked a previous event and less senior officers volunteering have not been utilized since the more senior officer has been assigned, the less senior officers will be given first consideration on a seniority basis. Officers assigned to certain specialty assignments may also be excluded from non-emergency overtime assignments.

D. In the event a sufficient number of off duty officers at the needed ranks do not volunteer to work the event nothing in this article shall prevent management from calling in any officer and assigning overtime without regard to seniority as provided in Article 4 , Management Rights and Responsibilities.

E. Nothing in this article shall prevent management from determining in its sole authority when bargaining unit members are needed and the ranks of officers needed for scheduled events nor shall anything in this article prevent management from utilizing on duty officers or reserve officers for events it deems appropriate.

F. The Lodge recognizes and agrees scheduled events may require only the holding over of supervisory personnel or shift commanders. Nothing in this article shall prevent such action.

G. The Lodge recognizes some scheduled events may require the use of only a special unit such as the Honor Guard, motorcycle officers, Special Operations Team, etc. In that event the system described in items A through D shall be waived.

H. The Lodge recognizes the right of the Employer to call back to work any officer in an unscheduled emergency situation or holdover officers when warranted without

regard to seniority.

I. In addition to (A-D) and (G) above, when the event has been scheduled less than fourteen (14) days in advance and management determined off duty bargaining unit members are needed, management will make a good faith attempt to notify all bargaining unit members of the event through bulletin board postings but are not bound by the provisions of this Article.

Section 10. Any bargaining unit member who is called back to work for additional duty including being subpoenaed to appear in court shall receive compensation based upon the specific provision of this Article with a minimum of two (2) hours. Officers held over for duty shall not be eligible for this benefit.

Section 11. Bargaining unit members may be assigned to call out status from time to time as described in the employee handbook (Stand-by Assignment). Call out status is defined as an officer who must mandatorily respond to a call after regular work hours, participates in a department recognized rotation and the call out assignment is for a seven (7) calendar day period. If the call out status is for a period less the eighty (80) hours in the seven (7) day period the officer shall receive five (5) hours of pay at the base hourly rate. If the call out status is for a period greater than eighty (80) hours in the seven (7) day period the officer shall receive ten (10) hours base pay.

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ARTICLE 24

LONGEVITY

Section 1. The longevity service pay shall be paid by December 1st of each year and will be based upon the years of service a bargaining unit member has with the City of Broken Arrow as noted in the following schedules:

FY 2025-2026 ($525/year of service beginning at year 2, maximum years of service 25 years)

Years of Service	Longevity Amount
25	$13,125
24	$12,600
23	$12,075
22	$11,550
21	$11,025
20	$10,500
19	$9,975
18	$9,450
17	$8,925
16	$8,400
15	$7,875
14	$7,350
13	$6,825
12	$6,300
11	$5,775
10	$5,250
9	$4,725
8	$4,200
7	$3,675
6	$3,150
5	$2,625
4	$2,100
3	$1,575
2	$1,050

FY 2026-2027 ($600/year of service beginning at year 2, maximum years of service 25 years)

Years of Service	Longevity Amount
25	$15,000
24	$14,400
23	$13,800
22	$13,200
21	$12,600
20	$12,000
19	$11,400
18	$10,800
17	$10,200
16	$9,600
15	$9,000
14	$8,400
13	$7,800
12	$7,200
11	$6,600
10	$6,000
9	$5,400
8	$4,800
7	$4,200
6	$3,600
5	$3,000
4	$2,400
3	$1,800
2	$1,200

After June 30, 2027 ($650/year of service beginning at year 2, maximum years of service 25 years)

Section 2. Bargaining unit members who terminate their employment before December 1st shall receive a prorated benefit by dividing by twelve the amount of the annual benefit the employee would have received for that year and then multiplying by the number of months worked in the calendar year.

Section 3. All applicable Federal and State withholding taxes and other mandatory deductions will be withheld at the time of payment.

ARTICLE 25

VACATION

Section 1. Vacation shall accrue and be available for use after one year of service or after successfully completing the extended probationary period, whichever is later, and additional vacation time will accrue according to years of service on the employee's anniversary date. The amount of the accrual and the maximum accumulation is set forth in the following schedule:

Years of Employment	Vacation Leave	Maximum Accumulation
more than one year but less than five	80 hours	170 hours
five years but less than ten	120 hours	234 hours
ten years but less than fifteen	160 hours	290 hours
Fifteen years but less than twenty	176 hours	314 hours
Twenty or more	200 hours	354 hours

Section 2. Vacation leave cannot be expended in less than one (1) hour increments. Vacation leave cannot exceed the actual amount available for use or scheduling. For the purpose of expenditure accrued vacation shall be credited on the employees anniversary date. Vacation scheduling shall be in accordance with work requirements as determined by the Police Chief, and whenever possible as per the employee's request.

Section 3. Upon separation from employment if an employee has completed twelve (12) months of continuous employment, the employee will be compensated for any unused vacation leave. In the event of death, the bargaining unit member’s estate will be compensated at the deceased employees hourly rate of all accrued vacation leave. An employee dismissed for embezzlement of City funds, theft or deliberate destruction of City property shall not be

compensated for any unused vacation. All property owned by the City but furnished to the employee, including uniform items must be returned in usable condition, normal wear and tear expected in order to qualify for compensation for unused vacation leave upon separation.

Section 4. The Lodge and the City agree to adopt a vacation scheduling policy effective January 16, 1996 as described in the attached exhibit "B".

Section 5. Employees shall be permitted to donate accrued vacation leave to a fellow employee who is suffering from or has an immediate family member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate employment. In addition, shared leave may be donated to an employee who encounters a personal crisis, which does not include a severe illness or injury.

As used in Section 5:

1. Immediate family member shall be limited to the spouse, child, and parent(s) of the employee
2. "Severe" or "Extraordinary" means serious, extreme, or life threatening,
3. Personal Crisis shall mean a crisis of a severe nature that directly impacts the employee. A personal crisis shall be limited to a natural disaster impacting the employee's primary residence or the death of an immediate family member, and
4. "City employee" means a regular, non-probationary fulltime employee who is covered under the terms of this contract, or another eligible employee as allowed by policy or contract. It does not include employees in a probationary or part-time status.

An employee may be eligible to receive shared leave pursuant to the following conditions:

1. A request by the Chief has been made to the Human Resources Director who will make a review of necessary documentation by the employee and will certify the need for leave based on a review of provided documentation.
2. The Human Resources Director determines that the employee meets the criteria described herein, and
3. The City Manager authorizes such leave for the number of hours recommended by the HR Director, and

4. The employee has abided by City policies regarding the use of sick leave and other available leave benefits

An employee may donate vacation leave to another employee only, pursuant to the following conditions:

1. If the City employee is suffering from or has an immediate family member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate employment, the receiving employee must have exhausted or will exhaust all forms of applicable paid leave including vacation, sick, and compensatory leave due to an illness, injury, impairment, or physical or mental condition, which is extraordinary or severe in nature and involves the employee or immediate family member of the employee.
2. If the City employee has encountered a personal crisis, the receiving employee must have exhausted or will exhaust all forms of available vacation leave and compensatory leave.
3. The condition has caused, or is likely to cause, the receiving employee to go on leave without pay or terminate employment.
4. The City Manager authorizes such leave to be shared with an eligible receiving employee, and
5. The donating employee may donate any amount of vacation leave provided the donation does not cause the vacation leave balance of the donating employee to fall below eighty (80) hours.
6. The receiving employee has not been disciplined for any type of excessive leave use or abuse in the previous five (5) years.

The Human Resources Director shall recommend to the City Manager the amount of donated leave an employee may receive and only authorize a receiving employee to use up to a maximum of one thousand and forty hours (1040) during total City employment.

The Human Resources Director shall require the receiving employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition,

if the need for leave is due to an extraordinary or severe illness, injury, impairment, or physical or mental condition. If the employee suffers from a personal crisis, appropriate documentation will be required verifying the nature of the crisis.

The receiving employee shall be paid his or her regular rate of pay; therefore, one hour of shared leave may cover more or less than one hour of the salary of the recipient. The calculation of leave value of the recipient shall be in accordance with policies, regulations, and procedures. The dollar value of the leave is converted from the donor to the recipient. The leave received will be designated as shared leave and be maintained separately from other leave balances.

Any donated leave may only be used by the recipient for the purposes specified in this Section.

All forms of paid leave available for use by the recipient shall be used prior to using shared leave, as outlined above.

Employees who begin receiving short-term disability (STD) and/or long-term disability (LTD) will become ineligible for receipt of leave donation once STD or LTD begin. If STD or LTD cease and the employee still has a need for leave, benefits will again be made available.

Any shared leave not used by the recipient during each occurrence shall be returned to the donor. The shared leave remaining over one-quarter (1/4) hour will be divided among the donors on a prorated basis based on the original donated value and returned at its original donated value and reinstated to the vacation leave balance of each donor.

The receiving employee will be under no obligation to repay donated leave.

All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating vacation leave for the purposes of this Section. The decision of an employee to donate or not donate leave shall not be considered for employment purposes such as promotions, salary increases, or disciplinary proceedings.

Once the employee has made a request for donated leave, the Human Resources Department will send all employees a memorandum notifying the employee has requested leave donation.

The donating employees shall submit a “Request to Donate Leave” form to the Human Resources Department which shall state the amount of time donated and to whom the leave is donated. Such forms will be available in the Human Resources Department.

Donating employees can transfer on an hour for hour basis accrued compensatory time leave into vacation leave to replace donated vacation leave. The compensatory time transferred shall not exceed the number of vacation hours donated. The donating employee shall submit a "Request to Transfer Leave" form to the Human Resources Department at the same time he/she submits the "Request to Donate Leave" form mentioned above. Such forms will be available in the Human Resources Department.

The receiving employee will not accrue vacation or sick leave while on donated vacation leave.

ARTICLE 26
FURLOUGHS

Section 1. Upon one week's written notice to the Lodge, as a method of cost reductions, whether exercised independently of, or in conjunction with other cost reduction actions, the employer may "furlough" employees without pay under the following provisions:

a. Any furlough must include, but not limited to, all employees covered by this Agreement;

b. No employee will be furloughed more than one shift per month;

c. No employee under this Agreement will suffer more furlough time then any other full time city employee and cannot be furloughed a second and/or subsequent time until all full time city employees have been furloughed an equal amount of time. For the purposes of this Article, water and sewer plant personnel are not considered members of the general employee population for the purposes of considering and/or calculating furloughs.

Section 2. During the term of said furlough the employee shall continue to receive and accrue all benefits including overtime and it shall be considered as unpaid leave.

ARTICLE 27
WORKING OUT OF CLASSIFICATION

Section 1. Any Police Officer directed by the Chief of Police or his or her designated

assistant to work out of class for an absent Sergeant shall receive $4.00 per hour commencing with the third consecutive shift worked out of class, with the benefit retroactive to the first shift. The parties acknowledge that upon implementation of the promotions to Corporal the benefits provided by this section shall be abolished.

Section 2. Any Sergeant directed by the Chief of Police or his or her designated assistant to work out of class for an absent Captain shall receive $5.00 per hour commencing with the third shift worked out of class, with the benefit retroactive to the first shift.

Section 3. Any Captain directed by the Chief of Police or his or her designated assistant to work out of class for an absent Major shall receive $6.00 per hour commencing with the third consecutive shift worked out of class, with the benefit retroactive to the first shift.

Section 4. Any Major directed by the Chief of Police or his or her designated assistant to work out of class for an absent Deputy Chief shall receive $7.00 per hour commencing with the third consecutive shift worked out of class with the benefit retroactive to the first shift.

Section 5. To earn this benefit the bargaining unit member must work the full assigned shift.

Section 6. For the purposes of this Article, absence shall be defined as an employee scheduling and taking leave; specifically vacation, holiday, sick leave, compensatory time, approved leave of absence with or without pay, court leave, training leave, etc. Regularly scheduled days off shall not be counted in calculating the minimum shifts needed to earn the benefits. When a Sergeant or Captain assigned to patrol or investigations is absent for the above stated reasons management will assign an employee to work out of class. Management may, but is not compelled to assign a bargaining unit member to work as a Major or to a greater ranking assignment in Internal Affairs.

ARTICLE 28
SAFETY AND HEALTH

Section 1. The lodge agrees to appoint two (2) members and the Employer agrees to appoint two (2) members to comprise the Joint Safety and Health Committee. The Lodge and the Employer agree to cooperate to the fullest extent in the promotion of safety and health through full disclosure of any information, results or surveys and/or studies, new forms, procedures, materials,

equipment, and any new concept in safety and health applicable to the Joint Safety and Health Committee.

Section 2. The Joint Safety and Health Committee shall meet at times as deemed necessary by the Police Chief and/or Lodge.

Section 3. Committee members shall also be granted time off with pay to conduct investigation of safety and health problems if deemed necessary by the Police Chief.

Section 4. All recommendations and reports from the Joint Safety and Health Committee shall be in writing and copies submitted to the Employer and the Lodge. Nothing in this Article shall preclude the Lodge from petitioning the City Council on issues of safety and health.

Section 5. The City agrees to provide each bargaining unit member eye protection and hearing protection for use at the firing range.

Section 6. During the term of this FY 15-16 Agreement, the parties agree that the City (Chief and TBD) and FOP Representatives (four) will meet to discuss options acceptable to both parties regarding the optional use of differing external load bearing ballistic vest carriers and gear by Officers, at the Officer's expense, that would reduce the weight and/or address the discomfort, health and safety issues related to standard, department purchased body armor. The parties shall come to an agreement during these discussions on which specific external load bearing ballistic vest carrier can be worn by officers during their job functions.

ARTICLE 29
GROUP HEALTH INSURANCE

Section 1. The employer agrees to provide the employee with health, dental and life insurance at no cost to the employee through December 31, 2006. All bargaining unit members who elect individual coverage shall pay $40 per month for employee health, dental and life insurance.

Section 2. The employer agrees to offer identical dependent coverage subject to compliance with all group plan provisions established in the City's Group Health Plan Benefit document. Bargaining unit members who elect to purchase family coverage shall pay 17.3% of the family rate as of July 1, 2024.

Section 3. The employer shall have the right to modify, alter or amend the plan in whole

or in part, provided however that no amendment shall diminish or eliminate any pending claim for any benefit to which a participant was entitled prior to such amendment.

Section 4. The Lodge may select one delegate to serve on the Employee Insurance Advisory Committee. The delegate will be notified in writing of the committee meetings.

Section 5. During the term of this agreement and with a minimum of 60 days advance notice the Lodge may withdraw from the employer sponsored health, dental, life and vision insurance plan and obtain separate coverage for its bargaining unit members. If such option is exercised all bargaining unit members and dependents shall exit the employer sponsored insurance plan on the designated date and the FOP shall be responsible for providing health, dental, life and/or vision insurance benefits. For purposes of this article only, eligible members shall be interpreted to include probationary employees. The employer agrees to contribute to the FOP insurance plan at the same single and family monthly rates that it was contributing prior to FOP members exiting plan.

ARTICLE 30
RETIREMENT

Section 1. The City agrees to allow a retiring bargaining unit member with a minimum of twenty (20) years of service the opportunity to retain their city-issued handgun, all attachments and two badges at no cost**.** Bargaining unit employees shall be given the opportunity to purchase their assigned duty rifle upon retirement. The purchase price shall be determined by the City's approved firearms vendor at the resale purchase price of the rifle. Included in the purchase will be the rifle and all standard issue attachments. The retiree will also have the option to purchase non-standard issue accessories and attachments at the current price of the item(s).

No benefit is provided to an officer who retires with less than twenty (20) years of service. Prior to the purchase, a tax stamp from the A.T.F. must be provided by the employee, at the employee's expense, for the purchase. The handgun must be transferred out of the City's name to the employee's name and the appropriate A.T.F. weapons forms must be properly completed. Any and all transfer fees will be at the expense of the employee.

ARTICLE 31

DRUG AND ALCOHOL TESTING

The Lodge and its bargaining unit members agree to comply with all of the provisions described in the attached Exhibit "A". The employer will ensure that the drug testing location is in a location restricted from the general public. (An amended Exhibit A is attached).

ARTICLE 32

USE OF CITY VEHICLES

Section 1. Bargaining unit members who are assigned a city vehicle may drive that city vehicle to and from home and their assigned workstation so long as the bargaining unit member's home is within the boundaries identified on the attached map. Those employees who on or before September 7, 2017 resided outside the map's boundaries and who were at that time authorized to take the city vehicle or a vehicle assigned by a federal task force home, are grandfathered ("9/7/17 Exception"). Any and all other previous exceptions for any other reasons must be re-authorized by the current Chief. Any such grandfathered employee who changes their home after September 7, 2017 and after that change remains outside the map's boundary loses their 9/7/17 Exception and the right to drive their assigned vehicle home. Employees subject to the 9/7/17 Exception will receive personnel orders placed in their personnel file reflecting their right to drive their assigned vehicle home or the loss of that right pursuant to the terms of this Article.

Those employees who after September 7, 2017 resided outside the map's boundaries and are assigned to a federal task force may only drive an assigned vehicle home if the current Chief grants an exception to the boundaries' requirements ("Post 9/7/17 Exception"). Any Post 9/7/17 Exceptions immediately end when an employee residing outside the map's boundaries is no longer assigned to the task force. Employees subject to a Post 9/7/17 Exception will receive personnel orders placed in their personnel file reflecting their right to drive their assigned vehicle home or the loss of that right pursuant to the terms of this Article..

Section 2. Bargaining unit members who are assigned a marked patrol unit may drive that unit to and from an off duty job within the Broken Arrow city limits. For purposes of this article, use of the assigned marked patrol unit shall be limited to occupations that are considered by the Police Chief to be duty related. Prior to use of the assigned patrol unit the bargaining unit member

shall in writing request and obtain approval from the Police Chief or his/her designate. The Police Chief shall have sole authority in determining the off duty occupations that are considered duty related.

Section 3. Bargaining unit members who are pursuing a job related higher education degree as defined in Article 16 of this agreement may drive their assigned city vehicle to and from the college campus that they are attending so long as the campus is within the city limits of Broken Arrow or Tulsa. Prior to use of the assigned vehicle the bargaining unit member shall request in writing and obtain prior approval from the Police Chief or his/her designate.

ARTICLE 33
SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end, the provision of the Agreement are severable.

Section 2. It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period, and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribed hereto.

Section 3. Any appendices to the Agreement shall be numbered, dated and signed by the Employer and the Lodge, and shall be subject to the provisions, of this Agreement unless the terms of said appendices specifically delete or change a provision of this Agreement, and all appendices shall become a part of this Agreement as if specifically set forth herein.

Section 4. It is understood that the time limits found in this Agreement may be extended by mutual concurrence.

ARTICLE 34
PROMOTIONS

Section 1. For positions vacated/created after the effective date of this policy, the following process will apply:

The cutoff date for eligibility will be the effective date of the test.

All phases of testing and the vacancy will be filled as follows:

1. When an officer provides 90 or more calendar days advance notice of termination the City will have the promotion process completed within 90 days calendar days of termination.
2. When an officer provides 60 to 89 days advance notice of termination the City shall have the promotion process completed within 120 calendar days of termination.
3. When an officer provides 30 to 59 calendar days advance notice of termination the City shall have the promotion process completed within 150 days of the termination.
4. When an officer provides less than 30 calendar days advance notice of termination the City shall have the promotion process completed within 180 days of termination.

Nothing in this article shall limit the City's right to exercise its contractual rights within the Management Rights article.

If exigent circumstances exist, this time frame may be extended by agreement between the Human Resources Director, the Chief of Police and the FOP President.

Notice of Testing and a sign-up sheet for the vacant position(s) will be posted on the Squad Room Bulletin Board, for a period of ten (10) business days. Interested candidates who meet the qualifications must sign up for testing within the ten day time period.

Candidates will be notified of applicable study material and preparation guides a minimum of 30 days prior to the test.

Special Restriction:

The rank achieved after the promotional process is the top factor in assignment of personnel. Upon promotion a candidate may be required to resign from a Specialty Assignment

as defined in ADMIN 011. Exceptions to this restriction will be made if a vacancy is available within the Specialty Assignment at the new rank. Promoted candidates must possess the special skills and abilities needed to hold the new rank assignment if it falls within the Specialty Assignment. Candidates have the option of not accepting the promotion if they desire to keep their current Specialty Assignment.

Section 2.

MINIMUM ELIGIBILITY STANDARDS TO TEST:

Sergeant:

1. Five consecutive years of service as a commissioned police officer with the City of Broken Arrow.
2. Must hold a satisfactory performance evaluation for the previous two (2) years prior to the promotional testing.
3. Must not have received a disciplinary demotion within the last three (3) years prior to the test date.
4. Must not have received a one-day disciplinary suspension within the past year or a two-day (or longer) disciplinary suspension within the past three (3) years prior to the test date.

Captain:

1. One (1) consecutive year at the rank of Sergeant
2. Must hold a satisfactory performance evaluation for the last three (3) years prior to promotional testing date.
3. Must not have received a disciplinary demotion within the last four (4) years prior to the test date.

4. Must not have received a one-day disciplinary suspension within the past year or a two-day (or longer) disciplinary suspension within the past four (4) years prior to the test date.

Major:

1. One (1) consecutive year at the rank of Captain.
2. Must hold a satisfactory performance evaluation for the last four (4) years prior to promotional testing date.
3. Must not have received a disciplinary demotion within the last five (5) years prior to the test date.
4. Must not have received a one-day disciplinary suspension within the past year or a two-day (or longer) disciplinary suspension within the past five (5) years prior to the test date.

Section 3.

Method of Testing for Sergeant and Captain:

Sergeant:

1. A written examination will be given to all qualified candidates. The written test will be specific to Broken Arrow. It will consist of two parts. The first part is a closed book section and will consist of forty (40) questions, which will be taken from no more than two (2) outside reading sources, selected by the Police Chief, from the list provided by the selected outside vendor. The second part is a closed book section and will consist of sixty (60) questions, which will be taken from the following reading materials: Local ordinances, state statutes, the labor contract and departmental policy and procedures. The written examination will be a 2.5 hour timed test.

Candidates must score a minimum of 70% on the written examination, to be eligible for participation in the assessment center and to be considered for promotion.

2. Candidates who successfully complete the written examination will be evaluated on one or more situational exercises conducted by assessors. The assessors will have no familiarity with any of the candidates. Assessors will be from law enforcement agencies outside of Broken Arrow and will be at the rank that is being tested or above.
3. Candidates who complete the Assessment Center will then be evaluated by an Internal Review Panel. The Internal Review Panel will consist of seven (7) members of the Broken Arrow Police Department who are at the rank of Sergeant and Captain. The Chief of Police and the Fraternal Order of Police President will select the Internal Review Panel by a lottery of eligible participants for the rank being sought. A new panel will be drawn before each promotional process. The Internal Review will consist of a field file review and an oral assessment. The candidate may also supply the Internal Review Panel with a resume that can be used by the panelist. The resume shall be limited to a maximum of four (4) pages.

   A. Field File: The members of the Internal Review Panel will be given each applicants field file for review.

   B. Oral Assessment: The panel will be given seven (7) questions developed by the Chief of Police to ask each applicant during the oral board portion of the internal review process.

A pre-written form will be utilized, during the Oral assessment, to rank each applicant in the following areas:

A. Job Knowledge

B. Communication Skills

C. Work Habits

D. Interpersonal Relations/Teamwork

E. Decision Making

F. Motivation

G. Cooperation/Attitude

H. Leadership

The ratings for each category will be from one (1) being the worst through ten (10) being the best. The Internal Review Panel will then remove the highest and the lowest ranking. The average of the remaining five members will be totaled for the final score for the Internal Review Panel.

4. Candidates will be scored by utilizing an objective scoring process. The weight of the total score will consist of fifteen percent (15%) from the written exam, forty-five percent (45%) from the Assessment Center and forty percent (40%) from the Internal Review Panel. A ranking list will be developed in order from high score to low score. Ties will be indicated.

Captain:

1. A written examination will be given to all qualified candidates. The written test will be specific to Broken Arrow. It will consist of two parts. The first part is a closed book section and will consist of forty (40) questions, which will be taken from no more than two (2) outside reading sources, selected by the Police Chief, from the list provided by the selected outside vendor. The second part is a closed book section and will consist of sixty (60) questions, which will be taken from the following reading materials: local

ordinances, state statutes, the labor contract, departmental policy and procedures and the Broken Arrow Police Department's Internal Affairs Manual. The written examination will be a 2.5 hour timed test.

Candidates must score a minimum of 70% on the written examination, to be eligible for participation in the assessment center and to be considered for promotion.

2. Candidates who successfully complete the written examination will be evaluated on one or more situational exercises conducted by assessors. The assessors will have no familiarity with any of the candidates. Assessors will be from law enforcement agencies outside of Broken Arrow and will be at the rank that is being tested or above.
3. Candidates who successfully complete the Assessment Center will then be evaluated by an Internal Review Panel. The Internal Review Panel will consist of seven (7) members of the Broken Arrow Police Department who are at the rank of Captain and Major. The Chief of Police and the Fraternal Order of Police President will select the Internal Review Panel by a lottery of eligible participants for the rank being sought. A new panel will be drawn before each promotional process. The Internal Review will consist of a field file review and an oral assessment. The candidate may also supply the Internal Review Panel with a resume that can be used by the panelist. The resume shall be limited to a maximum of four (4) pages.
   A. Field File: The members of the Internal Review Panel will be given each applicants field file for review.
   B. Oral Assessment: The panel will be given seven (7) questions developed by the Chief of Police to ask each applicant during the oral board portion of the internal review process.

A pre-written form will be utilized, during the Oral assessment, to rank each applicant in the following areas:

A. Job Knowledge

B. Communication Skills

C. Work Habits

D. Interpersonal Relations/Teamwork

E. Decision Making

F. Motivation

G. Cooperation/Attitude

H. Leadership

The ratings for each category will be from one (1) being the worst through ten (10) being the best. The Internal Review Panel will then remove the highest and the lowest ranking. The average of the remaining five members will be totaled for the final score for the Internal Review Panel.

4. Candidates will be scored by utilizing an objective scoring process. The weight of the total score will consist of fifteen percent (15%) from the written exam, forty-five percent (45%) from the Assessment Center and forty percent (40%) from the Internal Review Panel. A ranking list will be developed in order from high score to low score. Ties will be indicated.

Section 4.

Method of Testing for Major:

1. A written exemplar may be required in lieu of the written examination. The written exemplar would be incorporated into the assessor's grading system.

2. Candidates who successfully complete the written portion will be evaluated on one or more situational exercises conducted by assessors. The assessors will have no familiarity with any of the candidates. Assessors will be from law enforcement agencies outside of Broken Arrow and will be at the rank that is being tested for, or above.
3. Assessors will score candidates. A ranking list will be developed utilizing an objective scoring process, ordered from high score to low score. Ties will be indicated. The final ranking for the rank of Major will be calculated by the assessment center score.
4. Candidates who successfully complete the Assessment Center will then be evaluated by an Internal Review Panel. The Internal Review Panel will consist of five (5) members of the Broken Arrow Police Department. One will be the Deputy Chief, both Majors, the Fraternal Order of Police President and one (1) Captain selected by the Chief of Police. If one or more of the above persons are not available the Chief of Police will select a sworn replacement. The Internal Review will consist of a field file review and an oral assessment. The candidate may also supply the Internal Review Panel with a resume that can be used by the panelist. The resume shall be limited to a maximum of four (4) pages.
    A. Field File: The members of the Internal Review Panel will be given each applicants field file for review.
    B. Oral Assessment: The panel will be given seven (7) questions developed by the Chief of Police to ask each applicant during the oral board portion of the internal review process.

A pre-written form will be utilized, during the Oral assessment, to rank each applicant in the following areas:

A. Job Knowledge

B. Communication Skills

C. Work Habits

D. Interpersonal Relations/Teamwork

E. Decision Making

F. Motivation

G. Cooperation/Attitude

H. Leadership

The ratings for each category will be from one (1) being the worst through ten (10) being the best. The Internal Review Panel will then remove the highest and the lowest ranking. The average of the remaining three (3) members will be totaled for the final score for the Internal Review Panel.

5. Candidates will be scored by utilizing an objective scoring process. The weight of the total score will consist of fifteen percent (15%) from the written exemplar, forty-five percent (45%) from the Assessment Center and forty percent (40%) from the Internal Review Panel. A ranking list will be developed in order from high score to low score. Ties will be indicated.

Section 5.

Selection for Promotion ALL RANKS (except Deputy Chief):

1. The Chief has the authority to select from among the top three ranked candidates subject to the approval of the City Manager. For subsequent promotions, the Chief would select from the next highest three candidates. The ranking list will be valid for one (1) year.
2. The Chief, in making the final selection, may conduct interviews with the ranked candidates to assist in assessing their character and motivation to perform the job.

3. The Human Resources Division will supervise the entire examination process.
4. The City may choose to develop its own exercises and supervise the process or it may choose to use a professional consultant experienced in developing and implementing law enforcement promotional processes.

ARTICLE 35
OFFICER BILL OF RIGHTS

Section 1. The Chief of Police shall establish and put into operation a system for the receipt, investigation and determination of complaints against bargaining members received from any person. Bargaining members will be afforded their constitutional rights as they relate to either a criminal investigation or an administrative investigation.

Section 2. Whenever a bargaining member is under investigation for allegations of misconduct and is subject to interrogation or interview or a request for a written statement as part of an internal investigation or administrative inquiry by members of the police department, city attorney's office or city manager's office, for any reason which could reasonably lead to disciplinary action, demotion or dismissal, such interrogation shall be conducted under the following conditions:

1. Bargaining members shall be informed of the name of all complainants, if known. The bargaining member may request to be confronted by the complainants. This shall be allowed where deemed necessary by the investigating officer.
2. Preliminary discussions with supervisory personnel within the police department, in relation to a complaint received, shall not be considered as interrogation as used herein.
3. Bargaining members under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating officer and all persons present during the interrogation. All questions directed to the bargaining member under interrogation shall be asked by and through one interrogator at any one time.
4. Bargaining members under investigation shall be informed of the nature of the

investigation prior to any interrogation.

5. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

6. Bargaining members under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal or disciplinary action. No promise or reward shall be made as an inducement to obtain testimony or evidence.

7. The bargaining member under interrogation shall be completely informed of all his/her rights pursuant to this procedure prior to the commencement of the interrogation and of his responsibility to answer all questions and this notification shall be included on the tape recording or written record of the session.

8. At the request of any bargaining member under investigation, he/she shall have the right to be represented by counsel or any other representative during interrogation.

9. Interrogation of bargaining members under investigation may be taped or recorded in written form at the discretion of the investigating officer. Bargaining members under investigation may record the proceedings with his/her own equipment or record at his/her own expense. Records and tapes compiled by the department shall be exclusively retained by the department as confidential information, but may be used at the discretion of the City in administrative hearings or for other administrative purposes.

Section 3. Written notification of a complaint must be made to the bargaining member within five (5) business days of the complaint being filed. Complaint investigation should be completed within 30 days, but circumstances occasionally arise which require additional time to complete the investigation. If an investigative extension is requested the investigator shall notify IAD, the bargaining member and the member's Division Commander regarding the delay. The bargaining member will be notified upon the completion of the investigation.

Section 4. A bargaining member under investigation shall receive written notification within ten (10) business days as to the disposition of the complaint investigation. Bargaining members shall also be notified in writing of the disciplinary action being taken and the reasons for those actions.

ARTICLE 36

FUNERAL EXPENSES

Section 1. The City shall provide a special death benefit in the amount of $20,000 to the survivor of any employee covered by this Agreement who is killed while directly performing duties as peace officer for the City of Broken Arrow. For purposes of this Agreement, the survivor shall be the person(s) who are indicated as the beneficiary of the employee's pension or as otherwise provided by law.

Section 2. While this special death benefit shall be paid by the City to the employee's survivor(s) without any restriction, it is the intent of the City and Lodge that such monies be used to assist in the payment of the employee's funeral expenses.

ARTICLE 37

TATOO POLICY

Section 1. All employees will abide by the Broken Arrow Police Department's tattoo policy as written or modified. Additionally, as of July 1, 2023, tattoos on the arms above the wrist shall be exempt from being covered unless the content of the tattoo is deemed to violate the image of professionalism, brings embarrassment or discredit to the department, is determined to be prohibited under the sexual harassment policy and/or otherwise is determined to violate the employee standards of conduct expected within the Police Department.

Section 2. A Tattoo Review Committee (the Committee for purposes of this article) will be convened if a tattoo is brought into question as to possibly violating the above standards, i.e., professional manner. This committee shall be comprised of the FOP President, the Police Chief and the Major over the Officer in question. A simple majority of the committee shall be required to make a final determination but a quorum shall require all three members be available for a review and decision process to occur. Effective July 1, 2023, all tattoos shall be documented.

Section 3. The committee will review the appropriateness of any tattoo based solely on factors involving whether the tattoo is offensive, unprofessional and/or otherwise violates the Department's policies. The content of the tattoo shall be reviewed, not the fact that the tattoo is visible. The mere presence of a visible tattoo alone does not constitute or render the tattoo offensive or unprofessional, nor will the Committee review process be required for a particular

tattoo unless questions are raised within the department as to whether the tattoo may violate one of the above standards and/or has been the subject of complaints by the general public.

Section 4. Once a review is completed by the Committee, a majority determination (two votes) shall be made as to whether the subject tattoo must be or will not be required to be covered. Based on this review process agreement, all determinations of the Tattoo Review Board shall be binding on all parties and shall not be subject to the grievance/arbitration procedures within the contract or state collective bargaining statute.

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ARTICLE 38

DURATION OF AGREEMENT

This contract shall be effective as of the 1st day of July 2025 and shall remain in force and effect until June 30, 2027. IN WITNESS WHEREOF, the parties have hereunto set their hands this day of _____, 2026.

CITY OF BROKEN ARROW, OKLAHOMA
Municipal Corporation

APPROVED AS TO FORM AND LEGALITY:

_____

BY:_____

ATTEST:

_____
CITY CLERK

FRATERNAL ORDER OF POLICE,
LODGE NO. 170

BY: _____

ATTEST:
BY: _____

East 71st Street
South 273rd E. Ave
East 161st Street
I-44
South Yale

Drug and Alcohol Testing Policy
(Non-DOT)

1.0 PURPOSE:

The City of Broken Arrow considers its employees to be its most valuable resource and is concerned about the health, safety, wellbeing, and satisfactory work performance of all employees. The use, abuse, and dependence on alcohol and/or drugs can seriously affect the health of employees, jeopardize their own safety and that of others, as well as impair job performance.

2.0 ORGANIZATIONS AFFECTED:

This Policy shall apply to all employees of the City of Broken Arrow (''City'') with the exception of employees governed by the Department of Transportation drug and alcohol testing regulations for commercial drivers. Those persons should refer to the City's Drug and Alcohol Testing Policy (DOT).

3.0 POLICY:

The possession, use, manufacture, dispensation, sale, or distribution of alcohol and/or illegal drugs (this includes illegally obtained prescription medication) while on duty or while in or on City property is prohibited.

Being under the influence of alcohol and illegal drugs (this also includes illegally obtained prescription medications) while on duty or while in or on City property is prohibited.

Employees who violate any aspect of this policy (including receiving a confirmed positive test result or refusing to submit to testing) may be subject to disciplinary action, up to and including termination. Employees may also be subject to suspension with pay pending further investigation. In addition, the City may, at its' discretion, require employees who violate this policy to successfully complete a substance abuse assistance or rehabilitation program as a condition of continued employment.

Medical Marijuana Notice: The City prohibits the use, possession, or consumption of marijuana, including medical marijuana, on its property or premises as well as during an employee's hours of employment or fulfillment of employment obligations regardless of whether an employee holds a medical marijuana license (MML). The City prohibits all employees from being under the influence of marijuana, including medical marijuana or medical marijuana product, while at work or during the fulfillment of any employment obligations, regardless of whether an employee has an MML. The City will discipline, up to and including termination, any employee in a Safety-Sensitive Position or performing safety-sensitive job duties, as defined in this policy, who tests positive for marijuana, its components, or metabolites, regardless of whether that employee holds an MML. No employee needs to disclose that he or she holds an MML except if an employee tests positive for marijuana, in which case that employee may be asked to produce a valid Oklahoma MML for inspection and consideration.

4.0 DEFINITIONS:

4.1 ''Alcohol'' means ethyl alcohol or ethanol.

4.2 ''City property'' includes, but is not limited to, any City facility, employee or contractor parking lots, and City or contractor owned or leased vehicles, vessels, aircraft, and other equipment.

4.3 “Confirmation test'' means a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the prior drug or alcohol test. Where a breathalyzer test is utilized, a confirmation test means a second sample test that confirms the prior result. Where a single-use test is utilized, a confirmation test means a second test confirmed by a testing facility. A breath or blood specimen may be used for the confirmation test for alcohol. A urine, saliva, or blood specimen may be used for the confirmation test for drugs.

4.4 ''Drug or alcohol test'' means a chemical test administered for the purpose of determining the presence or absence of a drug of its metabolites or alcohol in a person’s bodily tissue, fluids, or products.

4.5 ''Drugs'' include, but are not limited to, amphetamines, cannabinoids (for example marijuana, hashish), cocaine, phencyclidine (PCP), hallucinogens (for example LSD), methaqualone, opiates / synthetic narcotics (for example codeine, heroin, morphine), barbiturates, benzodiazepines, designer drugs, or a metabolite of any of the substances listed herein. The substances tested shall be for drugs and alcohol as defined in the Standards for Workplace Drug and Alcohol Testing Act, including controlled substances approved for testing by rule by the State Commissioner of Health.

4.6 “Employees” means all City employees except those subject to the drug and alcohol testing policy for Commercial Drivers. If you have questions, see your department director of Human Resources.

4.7 ''Medical Review Officer'' - means a person, qualified by the State Board of Health, who is responsible for receiving results from a testing facility which have been generated by the City’s drug or alcohol testing program, and who has knowledge and training to interpret and evaluate an individual’s test result together with the individual’s medical history and any other relevant information.

4.8 “On duty'' means any time an employee is acting on behalf of the City, any time during which the employee is being compensated by the City, and non-paid breaks of one hour or less.

4.9 A ''positive'' test result means that the drug or alcohol test indicated the presence of a drug, its metabolite, or alcohol at or above the cutoff level, established by the

State Board of Health.

4.10 “Safety-Sensitive Position” or “performing safety-sensitive job duties” is defined in Section 6.9.

4.11 ''Sample'' means tissue, fluid, or product of the human body chemically capable of revealing the presence of drugs or alcohol in the human body.

4.12 “Testing facility" means any person, including any laboratory, hospital, clinic or facility, either off or on the premises of the employer, which provides laboratory services to test for the presence of drugs or alcohol in the human body.

5.0 RESPONSIBILITY:

5.1 Employee:

It is the responsibility of each employee when reporting to work to be free from the influence and use of any illegal drug or alcohol and to comply with the City's Alcohol and Drug Free Workplace Policy.

5.2 Supervisor, Manager, Department Director:

It is the responsibility of supervisors, managers, department directors and other administrative employees to administer this policy and identify and report possible violations of this policy to the Human Resources Department.

5.3 Human Resources Department:

It is the responsibility of the Human Resources Department to periodically schedule substance abuse education and awareness training for employees, drug and alcohol detection training to supervisory and management personnel, schedule when necessary drug and alcohol testing and to maintain confidential records of such results (see also section 6.7).

5.4 Employee Assistance Program:

The City currently maintains an Employee Assistance Program which means an in-house or contracted program which at a minimum provides drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment or rehabilitation.

6.0 PROCEDURES:

6.1 Types of Testing:

6.1.1 Applicant Testing: Upon a conditional offer of employment, all applicants for employment will be required to undergo drug testing. Refusing to submit to testing or a confirmed positive test result is grounds to refuse to hire.

6.1.2 For Cause Testing: The City may require an employee to undergo drug or alcohol testing if it reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

1. drugs or alcohol on or about the employee's person or in the employee's vicinity,

2. conduct on the employee's part that suggests impairment or influence of drugs or alcohol,

3. a report of drug or alcohol use while at work or on duty, or

4. information that an employee has tampered with drug or alcohol testing at any time.

6.1.3 Post-accident Testing: The City may require an employee to undergo drug or alcohol testing if the employee or another person has sustained an injury while at work or property has been damaged while at work, including damage to equipment.

6.1.4 Random Testing: The City may require the following employees to undergo drug or alcohol testing on a random selection basis: 1) police or peace officers including all bargaining unit members of the Fraternal Order of Police; 2) those with drug interdiction responsibilities; 3) those authorized to carry firearms; 4) those engaged in activities which directly affect the safety of others such as firefighters, EMS personnel including all bargaining unit members of the International Association of Firefighters, employees who operate any City construction equipment or any City vehicles, dispatchers or any employee assigned to operate communication equipment or jailers; 5) those who work in direct contact with inmates in the custody of the Department of Corrections or work in direct contact with juvenile delinquents or children in need of supervision in the custody of the Department of Human Services.

"Random Selection Basis" means a mechanism for selecting employees for drug or alcohol testing that results in an equal probability that any employee from the group of employees subject to the selection mechanism will be selected which, does not give the City discretion to waive the selection of any employee selected under the mechanism.

Every employee who is selected for random drug or alcohol testing shall proceed to the test site immediately upon notification, unless the employee is actively performing a safety-sensitive function at the time of notification which will not reasonable allow his or her replacement. In such cases, the employee's supervisor shall ensure that the employee proceeds to the testing site as soon as possible.
Generally, employees will be informed that they have been selected to submit samples after they have arrived at work on the day of collection. Specimen collection shall occur as soon as possible after the beginning of the work shift.

6.1.5 Post-rehabilitation Testing: If an employee is allowed to return to work after a confirmed positive test result or following participation in a drug/alcohol dependency treatment plan, the employee will be subject to drug and alcohol tests without notice for a period of up to two years from the date of the employee's return to work.

6.1.6 Results and confirmation testing: Positive results will receive a confirmation test. If the confirmation test yields a positive result, the test result will be a ''confirmed positive.''
The employee or applicant may have the same sample re-tested if the employee/applicant requests, in writing, such a re-test within twenty-four (24) hours of receipt of notification of the positive result in order to challenge the results. See also Section 6.4, entitled Cost of Testing. In addition, the employee or applicant shall, at all times, have the right to explain the test results in confidence.

6.2 Testing Methods and Collection Procedures:

6.2.1 All collection and testing shall be done in accordance with the rules promulgated by the State Board of Health.

6.2.2 All sample collection and testing for drugs and alcohol pursuant to the provisions of this act shall be conducted in accordance with the following conditions:

4. Samples shall be collected and tested only by individuals deemed qualified by the State Board of Health and may be collected on the premises of the employer;

5. Only samples deemed appropriate by the State Board of Health for drug and alcohol testing shall be collected;

6. The collection of samples shall be performed under reasonable and sanitary conditions;

4. A sample shall be collected in sufficient quantity for splitting into two separate specimens, pursuant to rules of the State Board of Health, to provide for any subsequent independent analysis in the event of challenge of the test results on the main specimen;

5. Samples shall be collected and tested with due regard to the privacy of the individual being tested. In the instances of urinalysis, no employer or representative, agent or designee of the employer shall directly observe an applicant or employee in the process of producing a urine sample; provided, however, collection shall be in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples;

6. Sample collection shall be documented, and the documentation procedures shall include:

   a. labeling of samples so as reasonably to preclude the probability of erroneous identification of test results, and

   b. an opportunity for the applicant or employee to provide notification of any information which the applicant or employee considers relevant to the test, including identification of currently or recently used prescription or nonprescription drugs, or other relevant information;

7. Sample collection, storage, and transportation to the testing facility shall be performed so as to reasonably preclude the probability of sample contamination or adulteration;

8. Sample testing shall conform to scientifically accepted analytical methods and procedures. Testing shall include confirmation of any positive test result by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by Board rule, at the cutoff

levels as determined by Board rule, before the result of any test may be used as a basis for refusal to hire a job applicant or any action by an employer pursuant to Section 6.5 herein; and

9. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required.

6.3 Time of Testing:

All testing of current employees required by the City shall occur during or immediately after the regular work period of such employee and shall be deemed work time for purposes of compensation and benefits to an employee.

6.4 Cost of Testing:

The City shall pay all costs of testing for drugs or alcohol required under this policy, including confirmation tests required. The City will pay the cost of transportation if the testing of a current employee is conducted at a place other than the workplace. Provided, however, an individual who requests a retest under Section 6.1.6 shall pay all costs of the retest, unless the retest reverses the findings of the challenged positive test in which case, the City shall reimburse the individual for the costs of the retest.

6.5 Potential Adverse Personnel Actions:

6.5.1 If an employee reports to Human Resources that he or she has a drug or alcohol abuse problem prior to being requested to test under this policy and prior to being charged with violating any provision of this policy, that employee will be given the option to complete a City approved rehabilitation program and agree to the post rehabilitation testing as described in Section 6.1.5. If the employee accepts that option and completes all requirements listed herein, the employee will not receive any discipline for self-reporting. However, at all times, the employee remains subject to this policy. Merely selecting the option described herein does not relieve the employee of discipline which may be imposed due to a positive result as described in Section 6.5.2 or which may be imposed for any other violation of this or any other regulation, policy, practice, law or the like.

6.5.2 The City may take disciplinary action, up to and including termination, against an employee who refuses to undergo drug or alcohol testing or who tests positive for the presence of drugs or alcohol. Such discipline will

follow a pre-determination hearing, if applicable. In addition to the alleged offense, the appropriate course of action shall be determined based on the employee's total work record including but not limited to any prior drug or alcohol problems.

6.5.3 The City, in its sole discretion, may offer continued employment after discovering a violation of this regulation which shall be contingent upon the employee agreeing in writing to undergo Post-Rehabilitation Testing as provided in Section 6.1.5 and to satisfactorily participate in the Employee Assistance Program or another program recommended by the EAP as directed by the City.

6.5.4 Grievances arising from implementation and operation of this drug testing policy will be handled through the Grievance Policy or applicable collective bargaining procedures.

6.5.5 **Medical Marijuana Notice:** The consequences described in this section will apply to a person who tests positive for marijuana if that person (i) does not possess a valid Oklahoma medical marijuana license (MML); or (ii) possesses, consumes, or is under the influence of medical marijuana or medical marijuana product while at the place of employment of during the fulfillment of employment obligations; or (iii) is or would be assigned to a Safety-Sensitive Position or is performing safety-sensitive job duties, as defined in this policy.

6.6 Rights of an Applicant or Employee to Explain Test Results:
An applicant or employee may have a reasonable opportunity to explain, in confidence, any reasons that the test result, in the applicant's or employee's opinion, may have been positive, including the opportunity to explain in confidence to the City's Medical Review Officer the presence of any drug in the applicant or employee's system, or any other relevant information, and to substantiate such explanation with medical evidence.

6.7 Confidential Records:
Records of all drug and alcohol test results and related information maintained by the City shall be the property of the City and, upon the request of the applicant or employee tested, shall be made available for inspection and copying to the applicant or employee tested. The City will not release such records to any person other than the applicant or employee tested, except that the City may release the records for any of the following purposes:

- As admissible evidence by the City or the individual tested in a case or proceeding before a court of record or administrative agency if either the City of the individual tested are names parties in the case or proceeding;

- In order to comply with a valid judicial or administrative order; or

- To the City's employees, agents and representatives who need access to such records in the administration of the Standards For Workplace Drug and Alcohol Testing Act.

Notwithstanding the foregoing, the City may enter into a contract with another employer allowing the entities to share the results of drug or alcohol testing of any tested person who works pursuant to such contractual agreement.

6.8 Available Appeal Procedures:

Any employee who disagrees with a personnel action taken as a result of his or her refusal to undergo drug or alcohol testing, or because of a test result, will upon request, be given an opportunity to discuss such matter with the Human Resources Director, or his or her designated representative. Such discussion shall constitute the employee's or applicant's appeal to any personnel action taken, except to the extent that the employee has other grievance rights via City personnel policies and procedures or a collective bargaining agreement.

6.9 Safety-Sensitive Position or performing safety-sensitive job duties

Being in a Safety-Sensitive Position or performing safety-sensitive job duties includes tasks or duties that the City reasonably believes could affect the safety and health of the employee performing the task or others.

Safety-Sensitive Positions: The City's designated Safety-Sensitive Positions are maintained, reviewed and updated as needed, on the City's Safety-Sensitive Position List.

Generally, the City designates any employee engaged in the following duties as an employee in a Safety-Sensitive Position and/or performing safety-sensitive job duties:

i. Duties may risk injury to themselves or others; or
ii. Employees whose job responsibilities involve public safety or the safety of others; or
iii. Must use dangerous tools/equipment in the performance of their job duties; or
iv. Must perform job duties at heights; or

v. Must perform job duties and use dangerous chemicals or hazardous materials, including potentially volatile, flammable, combustible materials, elements, chemicals or any other highly regulated component;
vi. Operate, repair, monitor equipment or motor vehicles, machinery or power tools;
vii. Perform duties in residential or commercial premises of a customer, supplier or vendor;
viii. Perform the operation, maintenance or oversight of critical services and infrastructure (water);
ix. Prepare or handle food; or
x. Must carry a firearm in the performance of job duties.

The City designates any employee regularly driving a vehicle in the course and scope of employment as performing safety-sensitive job duties. Regularly driving a vehicle (personal or City vehicle) means two or more times a week in the course and scope of employment.

The City reserves the right to modify the Safety-Sensitive Positions List in keeping with the law as positions or duties may change from time to time. If you have a question as to whether your job has been designated a Safety-Sensitive Position or whether you are performing safety-sensitive job duties, as your manager or Human Resources.

6.10 Questions about this policy:
This Policy is governed by and subject to the laws of the State of Oklahoma, Okla. Stat. tit. 40 § 551 et seq. Should you have any questions about this Policy, please contact the Human Resources Department.

Exhibit "B"

The purpose of this exhibit is to establish a fair and equitable procedure for bargaining unit members to schedule paid leave time. Nothing in this exhibit shall limit the employer's authority in determining the number of employees who may schedule paid time off, determining sufficient staffing nor limit management's authority as provided by the contract, department policy or practice.

Section 1. For scheduling purposes all members of the bargaining unit will be given a ranking to coincide with their seniority based upon the criteria in Article VIII. For purposes of scheduling paid leave, employees at the same rank and assignment and/or shift will compete against one another. Paid time off is defined as vacation leave, holidays and compensatory time.

Section 2. Paid leave requests shall be submitted by the bargaining unit member to their immediate supervisor. The supervisor in conjunction with other management will approve or reject the request.

Section 3. Paid leave requests for a minimum of forth (40) work hours; the leave will be granted on the basis of seniority up to ninety (90) days prior to the first day of the leave requested. A more senior employee may bump an employee ninety (90) or more calendar days prior to the first day of the requested leave. If bumping occurs the bumped employee will be notified within five (5) calendar days. Once the ninety (90) day threshold has been reached the employee who has made the scheduling request may not be bumped. If a request for paid time off is made less than ninety (90) days prior to the date and it is approved, the requesting employee may not be bumped. (Example-if an employee requests July 1st through 5th the employee may be bumped no later than April 2nd.)

Section 4. Paid leave requests for thirty-nine (39) hours or less; the leave will be granted on the basis of seniority up to thirty days prior to the first day of the leave requested. Therefore, a more senior employee may bump an employee thirty (30) or more calendar days prior to the first day of the requested leave. If bumping occurs the bumped employee will be notified within five (5) calendar days. If a request for paid time off is made less than thirty (30) days prior to the date requested the employee may not be bumped. (Example-if an employee requests July 4th the employee may be bumped no later than June 4th).

Exhibit "C"
Body Worn Camera Policy

Both parties agree the body worn camera policy is a mandatory item for bargaining. The body worn camera policy (REG315) shall be a part of this contract. Any modification to this policy is subject to bargaining and must be negotiated prior to any implementation. Policy below:

The Broken Arrow Police Department acknowledges all police encounters and/or incidents cannot be predicted. This policy is utilized as a guideline for officers in the best interest of transparency and accountability. However, due to the unpredictable nature of the police profession, deviation from this policy is allowed when in the best interest of safety, reasonableness, and/or when considering a totality of the circumstances. Police encounters can be tense, uncertain, and rapidly evolving. For these reasons, officers are never expected to prioritize camera operations and guidelines over safety and reasonableness.

Body-worn cameras (BWC) provide objective recordings of events that officers encounter. These recordings may provide valuable evidence for prosecution, assist officers with completing reports, and protect officers from false allegations. Body-worn camera recordings will only be used for official purposes and shall never be used to embarrass, exploit, or harass an employee or the public.

The department acknowledges that any visual recording is only representative of one perspective of an event and that a camera may "see" differently than the human eye. An officer's recall of an event, particularly in a critical incident or acute-stress encounter, is distinct from any other view.

POLICY
The following procedures govern the use and management of body-worn camera systems. These procedures do not apply to undercover investigations and/or court-ordered or court-authorized electronic surveillance.

Oklahoma is a one-party consent state; therefore, when an officer is a party to a recorded conversation, he or she is not violating state law.

Each officer must be trained in the operation of the body-worn camera system and the applicable written policies and directives prior to use. Only department-issued body-worn camera systems shall be used. Each officer assigned a body-worn camera is required to use it during his or her shift and shall operate the assigned body-worn camera in accordance with policies and directives. All department-issued body-worn cameras, associated equipment, and recordings are the property of the Broken Arrow Police Department.

Violation of any section of this procedure may result in disciplinary action.

DEFINITIONS
Body-Worn Camera Administrator:
The person(s) assigned to manage and oversee the body-worn camera equipment and systems.

Body-Worn Camera System:
The hardware and software that comprises an audio and video recording system.

Body-Worn Camera:
A camera that is worn on the person of an officer to capture audio and video recordings.

Categorize (tag):
The process of labeling a recording for retention purposes. The four labels that can be tagged from the actual body-worn camera include traffic stop, call for service, report, and arrest. Additional labels and comments of the event can be done once the video is uploaded to the web portal.
Confidential Individual:

An informant who has been assigned a CI number and to whom money may be paid for information. As defined in the Special Investigations Unit Manual, to include an unnamed source.

Failure to Activate:

When an officer does not activate the BWC as required by this procedure.

Healthcare Facility:

Any public or private authority, corporation, or business where healthcare services are provided. Examples may include but are not limited to, a hospital, emergency room, ambulance, health clinic, doctor's office, nursing home, pharmacy, dental office, drug or alcohol treatment facility, or mental health facility.

Individually Identifiable Health Information:

Any personal medical information whether oral or recorded in any form or medium, including demographic information collected from an individual that is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse and relates to the past, present or future physical or mental health or condition of an individual, the provision of healthcare to an individual or the past, present or future payment for the provision of healthcare to an individual and identifies the individual or there is a reasonable basis to believe that the information can be used to identify the individual.

Official Purposes:

Actions consistent with the duties and responsibilities of a police employee while adhering to the written policies and directives of the police department. Other parties such as prosecuting or municipal attorneys and/or their staff will have access to body-worn camera recordings to carry out their official duties.

Undercover Officer:

An officer requiring anonymity based upon current law enforcement assignment where identifying the officer could jeopardize his or her safety and/or an ongoing investigation.

PROCEDURE

A. *Officer Responsibilities*

1. Each officer is responsible for the issued body-worn camera equipment assigned to him or her.

2. The officer shall ensure the assigned body-worn camera is operating properly. If at any time the officer discovers the body-worn camera is damaged or malfunctioning, the officer shall notify his or her supervisor as soon as practical. If the supervisor cannot resolve the issue, the supervisor will notify the Body-Worn Camera Administrator and/or Quartermaster. If a camera is damaged or malfunctioning, it shall not be used and will be returned to the Body-Worn Camera Administrator or Quartermaster.

3. An officer ***shall not*** use a body-worn camera during secondary employment unless the officer is being compensated by the City of Broken Arrow.

6. Each recording will be tagged/categorized by the officer and shall be completed no later than the end of the officer's shift or before the start of the officer's next shift. The officer shall document the existence of a body-worn camera recording in all applicable reports.

5. If an officer does not make a complete recording as required or interrupts a recording, the officer will document the circumstances of such action in the verbal acknowledgment on the BWC, CFS notes of the call or narrative of the case report.

6. The use of a body-worn camera does not alleviate the responsibility for an officer to complete a detailed report related to their involvement in an incident as required by written directives.

7. If any officer, detective, undercover officer, or supervisor is aware that an undercover officer or confidential individual may have been captured in a body-worn camera recording, they will either notate this information in the body-worn camera database or ask a supervisor to do so.

8. Each officer is responsible for the preservation of recorded content on his or her assigned body-worn camera until uploaded. The officer will upload his or her body-worn camera recording(s) at the end of their shift or before the start of their next shift unless authorized by a supervisor. The officer may need to upload recordings when the camera is nearing its storage capacity during or before the end of their shift.

9. Uploads can be processed using the docks in the report room at the PSC or at the jail.

B. *Activation of the Body-Worn Camera*

1. Each officer ***shall*** activate his or her body-worn camera under the following circumstances:

a. Prior to any investigative detention, mental health detention, traffic or vehicle stop or custodial arrest

b. Prior to any search of a person, vehicle, or structure;

c. Prior to the use of force;

d. Prior to initiating any Code 3 response;

e. Prior to exiting the police vehicle on a call for service;

f. While involved in any vehicle or foot pursuit;

g. When conducting a Standardized Field Sobriety Test (SFST) or Drug Recognition Expert (DRE) evaluation;

h. While transporting, guarding, or encountering any person who becomes uncooperative, agitated, combative, threatening, or makes statements related to his or her arrest/protective custody;

i. For the purpose of documenting a dying declaration; or

j. When directed by a supervisor.

2. An officer ***may*** activate his or her body-worn camera anytime the officer deems it appropriate to record for official purposes.

NOTE: An officer is not required to advise a person he or she is recording their interaction unless the person specifically asks if they are being recorded, at which point the officer shall inform the person they are being recorded.

C. *De-Activation of the Body-Worn Camera*

1. An officer ***shall not*** activate or shall deactivate his or her body-worn camera:

a. In a healthcare facility, unless required by this policy

b. During a conversation with any supervisor or investigator;

c. During activities, conversations, or meetings with law enforcement employees while not on a call or incident;

d. During planning or briefing with the Special Operations Team, Negotiators, or Special Investigations Unit at any time;

e. At the conclusion of a call or incident;

f. While inside an area where Criminal Justice Information is present (Communications Center & Records); or

g. While maintaining a secured crime scene after an incident if approved by a supervisor.

2. Other than at the conclusion of a call or incident, the body-worn camera shall be reactivated immediately after the end of the above circumstances.

3. Prior to deactivating a body-worn camera and when safe to do so, the officer shall make a recorded announcement as to the reason the camera is being deactivated, such as:

a. Contact completed;
b. Incident concluded; or
c. Ordered by supervisor (name) to end recording.

D. *Prohibited Use of Body-Worn Cameras/Recordings*

1. Body-worn cameras and/or body-worn camera recordings shall not be:

a. Used for personal gain or activities;

b. Copied, deleted, altered, uploaded, reviewed, or released in any manner, except as authorized by written directives; or

c. Viewed by citizens, unless authorized by a supervisor.

d. Used to record department employees, except as provided for by this procedure;

e. Removed from the officer's person and left unattended while recording; or

f. Used to record any court proceeding or administrative hearing.

2. Personnel shall not utilize the body-worn camera recordings for monitoring of personnel, nor to initiate action against an employee. Only in the case of a complaint from a citizen or employee shall the recordings be reviewed.

E. *Officer Review of Body-Worn Camera Recordings*

1. An officer will be allowed to review his or her body-worn camera recordings or the portion of another officer's recording where that officer is captured:

a. To assist with an investigation and completion of reports;

b. Before making any statement or being interviewed. If the officer is the subject of a criminal investigation, which is outside the scope of his or her duties, the Chief of Police may restrict his or her ability to review any body-worn camera recordings. If the officer is the subject of an Internal Affairs Investigation, he or she may have an employee representative/legal counsel present during the review. If the officer is the subject of a criminal investigation, he or she may have legal counsel present. If requested by the

officer, employee representative or legal counsel the review of the recording shall be conducted privately so that the event may be discussed; or

c. Prior to testifying in court.

F. *Officer Request for Redaction or Deletion*

1. An officer may request to redact or delete recordings (i.e., accidental recordings unrelated to any law enforcement action) by submitting a written request to their Division Commander. The Division Commander will review the recording and the request to authorize or deny the redaction or deletion. The Division Commander may consult with City Legal prior to making a decision. The Division Commander will include an explanation for his or her decision and will immediately send the request electronically to the Records Unit. The officer will be notified of the decision.

2. An original recording that may have evidentiary value will be maintained by the Record's Unit. If a redaction is made, a copy of the original recording will be made and only the copy will be redacted. The original and the copy will be maintained by the Record's Unit.

3. An original recording that has no evidentiary value may be deleted as provided above.

G. *Supervisor Responsibilities*

1. Supervisors shall ensure each officer who is assigned a body-worn camera uses the camera throughout each shift and in accordance with this procedure. To ensure compliance and effectively carry out their responsibilities, supervisors shall review recordings under the following circumstances only:

a. When investigating allegations of misconduct concerning a specific incident involving any officer;

b. When a recording has been identified for departmental training or instructional purposes with prior approval from the Division Commander or designee;

c. When an FTO or FTO supervisor is reviewing a recording(s) for training or instructional purposes related to a specific probationary officer;

d. When conducting a use of force or a pursuit follow-up investigation; or

e. A supervisor may have to categorize and/or tag an officer's body-worn camera recording(s) if the officer is unable to do so.

f. During the audit of body-worn camera footage as described below.

H. *Investigators Responsibilities*

1. An investigator shall request from records and review any body-worn camera recordings related to and in furtherance of his or her assigned investigation(s). Investigators will document any viewing of body-worn camera recordings in the appropriate investigation reports.

2. When an officer is involved in an incident that results in death or serious injury, the involved officer(s) and witnessing officer(s) body-worn camera(s) will be turned over, once the scene is safe, to the CID supervisor on scene. That supervisor shall take possession of the camera(s) and secure the camera(s). The recordings will not be downloaded or viewed unless approved by a Captain or above. The supervisor will turn the camera(s) over to the appropriate investigative personnel. The investigator will be responsible for uploading the recorded content.

3. Citizen complaints may be assigned to the supervising Watch Commander for initial follow-up. If the Watch Commander determines the complaint is without merit the Office of Professional Standards will not investigate the complaint.

I. *Watch Commander Responsibilities*

1. The Watch Commander will conduct audits as outlined of body-worn camera footage to ensure officers are following training, policy, and procedures.

a. The Watch Commander will review ten (10) BWC captures per month. Watch commanders will review all officers in their command then start over on the roster to ensure reviews are conducted equally across the shift. This review will be logged in the RMS "Captain Body Camera Review" module.

J. *Division Commander Responsibilities*

1. The Division Commander will conduct audits as outlined below of footage to ensure officers are following training, policy, and procedures.

a. The Division Commander will review five (5) random BWC captures per shift each month of those officers with Body Cameras. This will be logged within the RMS in the "Major Body Camera Review" module.

Body-worn camera recordings may contain evidence in criminal and/or civil proceedings.

Appropriate prosecutors, municipal attorneys, and their staff will have access to body-worn camera recordings for official purposes.

K. *Quartermaster Responsibilities*

1. Tracking and inventory of all body-worn cameras;

2. Repairing and replacing body-worn cameras and system components and/or sending them to the manufacturer for repair or replacement; and

3. Ensuring officers are properly trained on body-worn camera use.

L. *Administrator Responsibilities*

1. Setup, password reset, and other administrative duties.

2. Maintaining all body-worn cameras and system components;

3. Locking body camera recordings from viewing as needed. (ie. Accidental recordings, high profile cases) The Body-Worn Camera Administrator, Records Clerks, and/or designee may access BWC videos as needed to diagnose and resolve issues with BWC system hardware and software. The reason for viewing the video(s) must be directly related to the scope of the hardware or software issue observed.

M. *Records Unit Responsibilities*

1. Maintaining recordings in accordance with department and city retention procedures;

2. Processing requests for redaction or deletion and maintaining records of these requests;

3. During a record and/or BWC Clerk's normal duties, they shall report any egregious behavior (**that would fall under a Category II**) to the chain of command.

4. Providing recordings pursuant to Open Records requests;

5. Processing subpoenas and court orders for recordings; and

6. Processing requests for review from authorized personnel.

N. *Use of Body-Worn Camera in Healthcare Facilities*

Federal law imposes severe restrictions on healthcare providers concerning the release of "Individually Identifiable Health Information." The definition of such information is very broad and includes patient identity, directly or indirectly by any means including clothing, event, or a particular injury. If an officer has reason to believe that individually identifiable health

information has been recorded, a comment should be noted once the video has been uploaded. Records will redact any individually identifiable health information.

O. *Access and Viewing of Body-Worn Camera Recordings*

All access, viewing, and activity related to body-worn camera recordings are logged and subject to audit at any time. Access and viewing of body-worn camera recordings shall only be by personnel, as authorized by this procedure.

J. *Audit/Reviews of BWC*

The purpose of this policy is to ensure regular audits and reviews of Body Worn Camera (BWC) footage to promote accountability, adherence to department protocols, and compliance with Gen 212 policy. This policy establishes guidelines for identifying and addressing performance issues or violations, while distinguishing between different levels of violations and their respective documentation processes.

Scope

This policy applies to all personnel required to utilize Body Worn Cameras during their duties, as well as supervisors responsible for conducting reviews and audits of BWC footage.

General Guidelines

1. **Audit and Review Frequency**

   Audits and reviews of BWC footage will be conducted on a regular basis to ensure compliance with departmental policies, specifically Gen 212. Captains will be responsible for overseeing the audit process and ensuring any observed violations are addressed in a timely manner.

2. **Category I Violations**

   Category I violations include minor breaches of protocol or performance-related issues that do not involve misconduct or intentional disregard for policy. If a Category I violation is observed during an audit or review, it must be referred to the immediate supervisor for "on the spot" corrections to the employee's performance of duty.

   o **Documentation**: Informal documentation of the correction must be entered into NEOGov to maintain a record of the incident and the corrective action taken.

   o **Action**: The supervisor will address the issue with the involved employee immediately, providing guidance and corrective instructions.

3. **Category II Violations**

   Category II violations involve more serious breaches of policy, including intentional misconduct, negligence, or actions that could lead to disciplinary measures. These are the primary focus of the audit and review process.

   o **Documentation**: Any Category II violation observed during the audit must be documented in Blue Team, outlining the nature of the violation, the personnel involved, and any further action required.

   o **Action**: The violation will be escalated through appropriate channels, and formal investigations or disciplinary actions may be initiated, depending on the severity of the incident.

4. **Compliance with Gen 212 Policy**

   All audits and reviews conducted under this policy must adhere to the procedures outlined in Gen 212. Any discrepancies or additional steps required by Gen 212 must be incorporated into the audit process to ensure complete compliance.

Accountability

Supervisors conducting audits are responsible for ensuring that all violations, whether Category I or II, are handled according to this policy. Failure to follow proper documentation or escalation procedures may result in disciplinary action for the responsible supervisor.

Continuous Improvement

The results of BWC audits and reviews will be periodically assessed to identify trends and areas for improvement. Training and development plans may be adjusted based on the findings from these audits to ensure ongoing compliance and operational excellence.

Public Relations Utilization

The Public Relations Unit (PRU) may utilize body worn camera footage to highlight exemplary work by officers in the course of their duties. This may be utilized for such purposes with approval of the affected officers' approval and the approval of a Captain or above.

POLICE SALARY SCHEDULE A

FY 2025-2026

Position (Pay Grade)											
	2	3	4	5	6	7	8	9	10	11	12
	Probationary										
Police Officer (402)											
Annual	$69,235.03	$72,293.60	$77,294.73	$80,727.40	$84,314.82	$87,967.10	$91,887.68	$95,986.44	$100,270.08	$107,329.21	$111,085.09
Biweekly	$2,662.89	$2,780.52	$2,972.87	$3,104.90	$3,242.88	$3,383.35	$3,534.14	$3,691.79	$3,856.54	$4,128.05	$4,272.50
Hourly Rate	$33.2861	$34.7565	$37.1609	$38.8113	$40.5360	$42.2919	$44.1768	$46.1473	$48.2068	$51.6006	$53.4063
Sergeant (404)											
Annual				$97,524.49	$101,425.72	$105,483.02	$108,386.04	$113,208.75	$121,980.55	$127,225.23	$131,678.44
Biweekly				$3,750.94	$3,900.99	$4,057.04	$4,168.69	$4,354.18	$4,691.56	$4,893.28	$5,064.56
Hourly Rate				$46.8868	$48.7624	$50.7130	$52.1087	$54.4273	$58.6445	$61.1660	$63.3069
Captain (405)											
Annual				$112,850.82	$117,363.74	$122,059.13	$126,941.86	$132,505.72	$138,413.26	$144,592.07	$149,652.12
Biweekly				$4,340.42	$4,513.99	$4,694.58	$4,882.38	$5,096.37	$5,323.59	$5,561.23	$5,755.85
Hourly Rate				$54.2552	$56.4249	$58.6823	$61.0297	$63.7047	$66.5448	$69.5154	$71.9481
Major (406)											
Annual				$125,599.20	$130,623.73	$135,848.50	$141,282.64	$147,560.50	$154,121.73	$160,980.61	$166,615.25
Biweekly				$4,830.74	$5,023.99	$5,224.94	$5,433.95	$5,675.40	$5,927.76	$6,191.56	$6,408.28
Hourly Rate				$60.3842	$62.7999	$65.3118	$67.9243	$70.9426	$74.0970	$77.3945	$80.1035

POLICE SALARY SCHEDULE A

FY 2026-2027

Position (Pay Grade)											
	2	3	4	5	6	7	8	9	10	11	12
	Probationary										
Police Officer (402)											
Annual	$72,004.43	$75,185.35	$80,386.52	$83,956.50	$87,687.41	$91,485.78	$95,563.19	$99,825.89	$104,280.88	$111,622.37	$115,528.50
Biweekly	$2,769.40	$2,891.74	$3,091.79	$3,229.10	$3,372.59	$3,518.68	$3,675.51	$3,839.46	$4,010.80	$4,293.17	$4,443.40
Hourly Rate	$34.6175	$36.1468	$38.6474	$40.3637	$42.1574	$43.9836	$45.9438	$47.9932	$50.1350	$53.6646	$55.5425
Sergeant (404)											
Annual				$101,425.47	$105,482.75	$109,702.34	$112,721.49	$117,737.10	$126,859.77	$132,314.24	$136,945.57
Biweekly				$3,900.98	$4,057.03	$4,219.32	$4,335.44	$4,528.35	$4,879.22	$5,089.01	$5,267.14
Hourly Rate				$48.7622	$50.7129	$52.7415	$54.1930	$56.6044	$60.9903	$63.6126	$65.8392
Captain (405)											
Annual				$117,364.85	$122,058.29	$126,941.50	$132,019.53	$137,805.95	$143,949.79	$150,375.76	$155,638.21
Biweekly				$4,514.03	$4,694.55	$4,882.37	$5,077.67	$5,300.23	$5,536.53	$5,783.68	$5,986.08
Hourly Rate				$56.4254	$58.6819	$61.0296	$63.4709	$66.2529	$69.2066	$72.2960	$74.8261
Major (406)											
Annual				$130,623.17	$135,848.68	$141,282.44	$146,933.94	$153,462.92	$160,286.60	$167,419.84	$173,279.86
Biweekly				$5,023.97	$5,224.95	$5,433.94	$5,651.31	$5,902.42	$6,164.87	$6,439.22	$6,664.61
Hourly Rate				$62.7996	$65.3119	$67.9243	$70.6413	$73.7803	$77.0609	$80.4903	$83.3076

Exhibit "B"

The purpose of this exhibit is to establish a fair and equitable procedure for bargaining unit members to schedule paid leave time. Nothing in this exhibit shall limit the employer's authority in determining the number of employees who may schedule paid time off, determining sufficient staffing nor limit management's authority as provided by the contract, department policy or practice.

Section 1. For scheduling purposes all members of the bargaining unit will be given a ranking to coincide with their seniority based upon the criteria in Article VIII. For purposes of scheduling paid leave, employees at the same rank and assignment and/or shift will compete against one another. Paid time off is defined as vacation leave, holidays and compensatory time.

Section 2. Paid leave requests shall be submitted by the bargaining unit member to their immediate supervisor. The supervisor in conjunction with other management will approve or reject the request.

Section 3. Paid leave requests for a minimum of forty (40) work hours; the leave will be granted on the basis of seniority up to ninety (90) days prior to the first day of the leave requested. A more senior employee may bump an employee ninety (90) or more calendar days prior to the first day of the requested leave. If bumping occurs the bumped employee will be notified within five (5) calendar days. Once the ninety (90) day threshold has been reached the employee who has made the scheduling request may not be bumped. If a request for paid time off is made less than ninety (90) days prior to the date and it is approved, the requesting employee may not be bumped. (Example-if an employee requests July 1st through 5th the employee may be bumped no later than April 2nd.)

Section 4. Paid leave requests for thirty-nine (39) hours or less; the leave will be granted on the basis of seniority up to thirty days prior to the first day of the leave requested. Therefore, a more senior employee may bump an employee thirty (30) or more calendar days prior to the first day of the requested leave. If bumping occurs the bumped employee will be notified within five (5) calendar days. If a request for paid time off is made less than thirty (30) days prior to the date requested the employee may not be bumped. (Example-if an employee requests July 4th the employee may be bumped no later than June 4th).

City of Broken Arrow

Request for Action

File #: 26-327, **Version:** 1

Broken Arrow City Council
Meeting of: March 3, 2026

Title:
Acknowledge the FY 2025-2027 updated Collective Bargaining Agreement with the International Association of Firefighters, Local No. 2551

Background:
The collective bargaining agreement between the City of Broken Arrow and the International Association of Fire Fighters (IAFF) Local No. 2551 was approved by the City Council on August 4, 2025, as a two-year agreement effective July 1, 2025, through June 30, 2027.
Article 27 of the Agreement includes "me too" language providing that if the Broken Arrow Fraternal Order of Police (FOP) receives, during the term of this Agreement, (1) any across-the-board wage increase exceeding four percent (4%) and/or (2) any increase to longevity above the current schedule outlined in Article 17, the City shall amend this Agreement to provide IAFF with an equivalent increase. Such adjustment shall be applied retroactively, if necessary, subject to a maximum additional wage increase of three percent (3%) and a maximum longevity adjustment of up to two (2) times the current longevity schedule. This provision applies to both years of the two-year Agreement.
The longevity schedule as outlined in Article 17 shall be updated in accordance with the me-too agreement and attached herein.

Cost: approximate increase of $723,000

Funding Source: Fire Sales Tax Fund

Requested By: Kelly Cox, Human Resources Director

Approved By: City Manager's Office

Attachments: Article 17-longevity
Draft IAFF 2025-2027 with longevity changes (me too with FOP)
Final IAFF 2025-2027 with longevity changes (me too with FOP)

Recommendation:
Acknowledge the updated FY 2025-2027 agreement between the City of Broken Arrow and International Association of Firefighters Local No. 2551

ARTICLE 17
LONGEVITY

Section 1. The longevity service pay schedule shall be paid by December 1st of each year and will be based upon the years of service a bargaining unit member has with the City of Broken Arrow. The schedule shall be as follows:

~~Years of Service~~	~~Amount~~
~~25~~	~~$8125~~
~~24~~	~~$7800~~
~~23~~	~~$7475~~
~~22~~	~~$7150~~
~~21~~	~~$6825~~
~~20~~	~~$6500~~
~~19~~	~~$6175~~
~~18~~	~~$5850~~
~~17~~	~~$5525~~
~~16~~	~~$5200~~
~~15~~	~~$4875~~
~~14~~	~~$4550~~
~~13~~	~~$4225~~
~~12~~	~~$3900~~
~~11~~	~~$3575~~
~~10~~	~~$3250~~
~~9~~	~~$2925~~
~~8~~	~~$2600~~
~~7~~	~~$2275~~
~~6~~	~~$1950~~
~~5~~	~~$1625~~
~~4~~	~~$1300~~
~~3~~	~~$975~~
~~2~~	~~$650~~
~~less than 2 years of service~~	~~0~~

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FY 2025-2026 ($525/year of service beginning at year 2, maximum years of service 25 years)

Years of Service	Longevity Amount
25	$13,125
24	$12,600
23	$12,075
22	$11,550
21	$11,025
20	$10,500
19	$9,975
18	$9,450

17	$8,925
16	$8,400
15	$7,875
14	$7,350
13	$6,825
12	$6,300
11	$5,775
10	$5,250
9	$4,725
8	$4,200
7	$3,675
6	$3,150
5	$2,625
4	$2,100
3	$1,575
2	$1,050

FY 2026-2027 ($600/year of service beginning at year 2, maximum years of service 25 years)

Years of Service	Longevity Amount
25	$15,000
24	$14,400
23	$13,800
22	$13,200
21	$12,600
20	$12,000
19	$11,400
18	$10,800
17	$10,200
16	$9,600
15	$9,000
14	$8,400
13	$7,800
12	$7,200
11	$6,600
10	$6,000
9	$5,400
8	$4,800
7	$4,200
6	$3,600
5	$3,000
4	$2,400

3	$1,800
2	$1,200

After June 30, 2027 ($650/year of service beginning at year 2, maximum years of service 25 years)

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Section 2. Bargaining unit members who terminate their employment before December 1st shall receive a prorated benefit by dividing by twelve the amount of the annual benefit the employee would have received for that year and then multiplying by the number of months worked in the calendar year.

Section 3. All applicable Federal and State withholding taxes and other mandatory deductions will be withheld at the time of payment.

COLLECTIVE BARGAINING AGREEMENT

Between

The City of Broken Arrow, Oklahoma
and
International Association of Firefighters,
Local No. 2551
For Fiscal Year 2025-2027

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ARTICLE 1
PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the CITY OF BROKEN ARROW, OKLAHOMA, hereinafter referred to as EMPLOYER, and LOCAL NO. 2551, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as UNION, to achieve and maintain harmonious relations between the parties hereto and to provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement. That the Union and Management shall conduct themselves so as to reflect favorably upon and improve the public standing of the City and of the Union.

ARTICLE 2
RECOGNITION

Section 1. The employer recognizes the Union as the exclusive bargaining agent for fire fighters of the Fire Department, except the Chief, one designated assistant, and all probationary employees.

ARTICLE 3
AUTHORITY AND TERM

Section 1. The Employer and the Union have, by these presents, reduced to writing, the collective bargaining Agreement resulting from negotiations entered into by the Employer and the Union.

Section 2. The term of this Agreement shall be effective as of July 1, 2025 and shall remain in full force and effect until midnight June 30, 2027. The parties agree that the monetary portions of the 2026-2027 agreement are subject to appropriations of adequate and sufficient funds at the beginning of the City's 2026-2027 fiscal year. In the event that the City is unable to or fails to appropriate adequate and sufficient funds by June 30, 2026 for the term of the 2026-2027 agreement, the 120-day notification period required by the agreement shall be waived and the City and the Union shall immediately enter into good faith collective bargaining for the 2026-2027 fiscal year on monetary issues only. Any agreement reached thereafter on monetary issues shall be effective as of July 1, 2026.

Section 3. The term of this Agreement shall not exceed one (1) year; provided, that any such Agreement shall continue from year to year and be automatically extended for one (1) year terms unless written notice of request for bargaining is given by either the Employer or the Union at least thirty (30) days before the anniversary date of such negotiated Agreement; provided further, by mutual consent, this Agreement shall remain in full force and effect after June 30th, so long as negotiations are in progress.

The parties understand that there is an outstanding legal issue with respect to obligatory contract continuation. To the extent allowable by law or agreement, all contractual obligations shall cease to be enforceable on the date said agreement expires, unless extended, by operation of law or specific agreement.

Section 4. Whenever matters requiring appropriations of monies by the Employer are included as matters of collective bargaining, it shall be the obligation of the bargaining agent to serve written notice of request for collective bargaining on the Employer at least one hundred twenty (120) days before the last day on which monies can be appropriated by the Employer to cover the contract period which is the subject of the collective bargaining procedure.

Section 5. It shall be the obligation of the Employer and the Union to meet at reasonable times and confer in good faith within ten (10) days after receipt by the Employer of written notice from the Union requesting a meeting for collective bargaining purposes.

Section 6. In the event the Union and the Employer are unable, within thirty (30) days from and including the date of the first meeting, to reach an Agreement, any and all unresolved arbitrable issues may be submitted to arbitration on the request of either party.

ARTICLE 4
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. Union recognizes the prerogative of Employer to operate and manage its affairs in all respects and in accordance with its responsibilities, and the power or authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement are retained by the Employer, and all rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer, and remain exclusively and without limitation, within the rights of the Employer.

Section 2. Except as may be limited herein, the Employer retains the rights in accordance with the Constitution, the laws of the State of Oklahoma, and the Charter of the municipality and the responsibilities and duties contained in the laws of the State of Oklahoma and the ordinances and regulations promulgated thereunder:

A. To determine Fire Department policy, including the right to manage the affairs of the Fire Department, in all respects, except as stated above;

B. To assign working hours, including overtime;

C. To direct the members of the Fire Department, including the right to hire, promote, or transfer any Fire Fighter; and, to terminate, suspend or discipline any Fire Fighter for just cause.

D. To determine the table of organization of the Fire Department, including the right to organize and reorganize the Fire Department and the determination of job classifications and ranks based upon duties assigned;

E. To determine the safety, health and property protection measures for the Fire Department;

F. To allocate and assign work to Fire Fighters within the Department;

G. To be the sole judge of the qualification of applicants and training of new employees.

H. To schedule the operations and to determine the number and duration of hours of assigned duty per week.

I. To establish and enforce Fire Department rules, regulations and orders;

J. To introduce new, improved or different methods and techniques of operation of the Fire Department or change existing methods and techniques;

K. To determine the amount of supervision necessary;

L. To control the department budget;

M. To take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency.

ARTICLE 5
PROHIBITION OF STRIKES

Section 1. The Union acknowledges its statutory prohibition against any job action, i.e., strikes, work slowdowns, mass absenteeism, or being party to such activities. Further, the Union shall not be in breach of Agreement where the acts and actions heretofore enumerated are not caused or authorized by the union. Union shall not aid or assist any person or parties engaging in the above-prohibited activities and conduct, or by providing funds, financial or other assistance for the conduct or direction of such activities or for the payment of strike, unemployment or other benefits to those persons or parties participating in such prohibited conduct and activities. However, Union may provide legal representation.

Section 2. Upon notification confirmed in writing by Employer to Union that certain of its members are engaging in a wildcat strike, Union shall immediately, in writing, order such members

to return to work at once, and provide Employer with a copy of such an order, and a responsible official of Union shall publicly order them to return to work. Such characterization of the strike by Employer shall not establish the nature of the strike. Such notification by Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of the Employer. In that event that a wildcat strike occurs, Union agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible.

ARTICLE 6
PREVAILING RIGHTS

Section 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Fire Department currently in effect on the effective date of any negotiated Agreement shall be deemed a part of said Agreement, unless and except as modified or changed by the specific terms of this Agreement.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 1. The Union or any employee covered under this Agreement may file a grievance within ten (10) business days of alleged occurrence as hereinafter defined, and shall be afforded the full protection of this Agreement. Filing a grievance shall be defined as a bargaining unit member submitting a written grievance with sufficient facts including the alleged contract article violation reference(s) so as to reasonably inform the City of the issue(s), to the Union Grievance Committee. [Note: Any rule and/or policy changes shall be mailed out or hand-delivered to the Union president or his designate, and posted.]

Section 2. The Union President, or his or her authorized representative, may report an impending grievance to the Fire Chief or the Fire Chief's designate in an effort to forestall its occurrence. It is understood this effort to report and forestall a grievance shall not impact the time frame requirements in Section 1 unless agreed to in writing by the parties. If the impending grievance is settled at this stage, the settlement shall normally be in writing.

Section 3. Any controversy between the Employer and the Union or any employee concerning the interpretation, enforcement or application of any provision of this Agreement and/or concerning any of the terms or conditions of employment contained in this Agreement, shall be adjusted in the following manner:

Step 1. If an employee is initially desiring to raise a grievance issue, the grievance shall be submitted by the employee to the Union's Grievance Committee for

consideration and response within ten (10) business days of the time when the grievance issue was known or reasonably should have been known to the employee.

Step 2. If the Union Grievance Committee determines a grievance exists, based on an employee grievance issue being raised or by other determination of the Committee, the Union will present the grievance in writing, with sufficient facts including the alleged contract article violation reference(s) and identifying the grievant(s) so as to reasonably inform the City of the issue(s), to the Fire Chief within ten (10) business days of the time when the grievance issue was brought to the Grievance Committee.

Step 3. The Fire Chief or his designee shall respond in writing, including all originally known and related documents and contract references, to the Union President or his designee within ten (10) business days from the receipt of the written grievance. The Fire Chief or his designee shall have a right to meet with the Union President or his designee on the grievance related matters of the employee or Union within the same ten (10) business day timeframe prior to the written grievance response.

Step 4. Within ten (10) business days of the date of the Chief's or his designee's Step 3 response, the Union Grievance Committee, in their sole discretion, shall determine whether or not a grievance continues to exist within the terms and conditions of this Agreement.

Step 5. If the Union's Grievance Committee find a grievance does continue to exist, the Committee shall submit the grievance in writing with sufficient facts, including the alleged contract article violation reference(s) and identifying the grievant(s) so as to reasonably inform the City of the issue(s), to the City Manager for consideration and response.

Step 6. The City Manager or designee shall submit an answer in writing, including all originally known and related document and contract references, to the Fire Chief and the Union President or designee within ten (10) business days of the date of the Union's submission to the City Manager. The City Manager or his designee shall have a right to meet with the Union President and/or his designee on grievance related matters of the employee or the Union within this same ten (10) business day timeframe from receipt of the Union Grievance Committee's submission.

Section 4. If the Union Grievance Committee determines that the parties have not settled the grievance within ten (10) business days of the date of the City Manager's response, the Union shall notify the City in writing, of its request for arbitration within the same ten (10) business days, and it shall be submitted to arbitration as follows:

a. Absent agreement on an arbitrator mutually acceptable to the City and the Union, the parties shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service, or mutually agreed equivalent, within seven (7) business days of the date of receipt of the Union's request for arbitration.

b. Within seven (7) business days from the receipt of such panel, a representative of the Union and the City shall meet or otherwise discuss and alternatively strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name. Either party may totally reject one full panel and request new arbitrators and a new panel.

c. Upon notification to the Federal Mediation and Conciliation Service, or mutually agreed equivalent, of the selection of the arbitrator, the arbitrator shall be contacted and the future date for the Arbitration Hearing shall normally be determined within fifteen (15) business days from the date the arbitrator is selected. Every reasonable effort shall be made by the parties to ensure this hearing date will be within sixty (60) days of the arbitrator's selection.

Section 5. Within twenty (20) business days after the conclusion of the arbitration hearing (which shall include any agreed briefing period), the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Union and to the Employer.

Section 6. With respect to the interpretation, enforcement, or application, of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.

Section 7. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievances.

Section 8. The cost of the impartial arbitrator shall be shared equally between the Union and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it or, if both parties desire a copy, the parties shall split the cost.

Section 9. All time limits set forth in this Article may be extended in writing by mutual consent of the parties but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he shall have no further right to continue the grievance.

Section 10. It is specifically and expressly understood that filing a grievance under this Article, which has as its last step, final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, the Union or other representatives, to litigate or otherwise contest the last answer rendered through the Grievance Procedure, in any Court or other appeal forum.

ARTICLE 8
SENIORITY

Section 1. Seniority shall mean the status attained by length of continuous service in the Fire Department. It shall commence from the date on which the employee became a regular employee upon satisfactory completion of one (1) year probationary period.

Section 2. Where two or more employees were initially employed by the Fire Department on the same date, their relative seniority standing shall be determined in the order of their employment application.

Section 3. Seniority shall be lost upon the occurrence of any of the following:

A. Discharge; if not reversed;

B. Resignation;

C. Unexcused failure to return to work after:

(i) the expiration of a formal leave of absence;
(ii) 14 calendar days from delivery of notice to return to work after layoff;
(iii) after having been on layoff for 18 months.

D. Retirement.

ARTICLE 9
MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

Section 1. Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties under state, federal and/or community laws respecting the obligation of employers and unions alike to abide by applicable anti-discrimination laws, and affirmative action responsibilities, if any. In this regard, and not by way of limitation, the parties agree to promote anti-discrimination on account of race, color, national origin, religion, sex, union or political affiliation, handicapped status, and any applicable veterans' re-employment rights legislation.

Section 2. To the extent this agreement conflicts with overriding federal, state, or municipal equal employment or anti-discrimination laws, then and only in that event, shall those laws control.

ARTICLE 10
SAFETY AND HEALTH

Section 1. There is hereby created a Joint Safety and Health Committee with the purpose of promoting and encouraging fire fighter safety and health. The Union agrees to appoint two (2) members and the City agrees to appoint two (2) members to the committee with the fifth member being the City's Risk Management and Employee Safety Manager. The Union and the City agree to cooperate to the fullest extent in the promotion of safety and health through full disclosure of any information, results of surveys and/or studies, new forms, procedures, materials, equipment and any new concepts in safety and health applicable to the Joint Safety and Health Committee.

Section 2. The Joint Safety and Health Committee shall meet quarterly and at such other times as deemed necessary by the Fire Chief and/or Union. Any committee member may request a meeting be scheduled with the meeting time being mutually agreeable to a quorum of the committee.

Section 3. Committee members shall be granted time off with pay to conduct investigations of safety and health problems if deemed necessary by the Fire Chief.

Section 4. All recommendations and reports of the Joint Safety and Health Committee are of an advisory nature and shall be in writing and copies submitted to the Fire Chief and the Union. The Fire Chief shall, after receipt of the recommendation, reject or accept the recommendation in writing within ten (10) business days. Within ten (10) business days the Union may appeal the Fire Chief's decision to the City Manager who shall accept or reject the recommendation in writing within fifteen (15) business days.

Section 5. In recognition of the hazardous and physical nature of firefighting, and in recognition of the value of trained, experienced firefighters, the parties agree that the physical fitness of the Broken Arrow firefighters is an area of mutual concern.

Section 6. During the term of this agreement, the Employer and the Union agree to appoint a physical fitness committee with equal representation from both the Employer and the Union. The purpose of such committee shall be for the development of a comprehensive physical fitness incentive program for the mutual benefit of the parties and will review problems, complaints and program changes and recommend solutions for the same.

Section 7. All recommendations and reports from the physical fitness committee are of an advisory nature and shall be in writing and copies submitted to the Fire Chief and the Union. Any recommendations developed during the term of this agreement are non-binding and non-enforceable unless and until they are incorporated into a subsequent Collective Bargaining Agreement.

ARTICLE 11
UNION BUSINESS

Section 1. Any employee elected as an officer of the Union or as a delegate to a Union activity pertaining to the Union business shall be granted a leave of absence without pay, subject to the manning requirements of the Department. Written notice for such leave shall be forwarded to the Chief of the Broken Arrow Fire Department at least five (5) days in advance for approval, unless otherwise waived or approved in writing.

Elected officers or delegates of the union may utilize a one hundred forty-four (144) hour paid leave bank to attend national or state IAFF conventions, conferences, meetings and/or seminars. These conventions, conferences, meetings and/or seminars include the Professional Firefighters of Oklahoma (PFFO). Once the bank is exhausted the officers and/or delegates may use leave without

pay as described in the preceding paragraph. The parties agree that the scheduling of this leave shall result in occupying a vacation scheduling slot(s) as described in Article 18 of this agreement.

The City shall not pay for attendance, travel, meals or accommodations for conventions, conferences, meetings/and or seminars held by the Oklahoma State Firefighters Association (OSFA) or the Professional Firefighters of Oklahoma (PFFO).

Section 2. It is agreed by the Employer that up to three (3) members of the Union's negotiating team shall be allowed time off with pay for all meetings which are mutually set by the Employer and the Union.

Section 3. The duly elected President or Steward of the Union Local may be granted up to two (2) hours, without loss of pay, during each of his regularly scheduled shifts for the purpose of investigating and/or processing alleged or actual grievances from members of the bargaining unit. Such time may be accumulated up to a maximum of four (4) hours. If the elected President or Union Steward works a schedule other than the 24-hour on 48-hour off schedule the above described leave shall be 4 hours per week. Such time shall be requested and approved by the Fire Chief and shall be scheduled such that the Fire Department operations are not impeded by the absence from duty. There shall be a maximum of one (1) Steward per shift for this benefit. On January 1 of each year the Union President shall advise the Fire Chief in writing of the name of each Union Steward and shall immediately advise the Fire Chief when a new Union Steward has been appointed.

Section 4. The Union may have a bulletin board within the Fire Stations, their size and location subject to the approval of the Fire Chief. It is for notices concerning Union, educational, recreational and social affairs and such other matters as may be agreed upon by the union and the Employer, and material shall be signed by an officer of the Local. It is understood that material of a political, controversial or inflammatory nature shall not be posted. For the purpose of this Article, political shall be defined to include matters dealing with the administration of public affairs or pertaining to political activities at the local, state or national levels. For the purpose of this Article, inflammatory shall be defined as those comments tending to excite passion, tumult or of a personal derogatory nature, especially those comments directed toward the administration of the fire service, local government, or toward elected officials of the City of Broken Arrow. The Fire Chief or his designee shall be authorized to remove any material from the bulletin boards which does not conform to the intent of this Article. It shall be the responsibility of the Union to maintain the material they post, to ensure prompt removal of outdated material, and further ensure that the posting of such material is limited only to the bulletin boards.

Section 5. Elected officers of the union shall be allowed to attend all regular and special meetings of the union while on duty and without loss of pay. They will immediately return to their assignment at the conclusion of the meeting or if called back to duty by their supervisor. This benefit will not result in creating any call-back, but rather will involve temporary station personnel substitutions.

ARTICLE 12
PHYSICAL HEALTH AND FITNESS FOR DUTY

Section 1. City agrees to continue its health evaluation program, which includes a physical examination every two (2) years. Health evaluations shall commence on the employee's second anniversary of annual City Employment.

Section 2. The physical examination shall consist of the following:

A. Chest x-ray;
B. Blood tests;
C. Electrocardiograph; and
D. Stress test.

The City shall have the right to determine the quality of the physical examination rendered by the physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner); all employees shall be required to participate in all portions of the health evaluations including being seen by the physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner).

Section 3. City agrees to pay all costs of said physical examination by a physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner) of the Employer's choice and a copy of the report shall be forwarded to the employee. Should the employee elect, at his option, to use a physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner) of his own choice, the City agrees to pay an amount to the physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner) of the employee's choice, in an amount equal to that charged for the same physical examination by the physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner) chosen by the City, and the results of said examination shall be forwarded by the employee's physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner) to the City. In no event will the City pay more than a rate it negotiates with a physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner), whomever is less, which the City elects to choose. If an employee elects to use a physician of his own choice, then he shall execute appropriate medical releases for use by the employer. The employee shall not elect to use a current employee of the City of Broken Arrow as their physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner) for purposes of this Article.

If the City's physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner) in the every two years physical examination determines that the employee is not fit for duty, the City shall exercise the fitness-for-duty medical examination procedure in Section 5 of this article. The employee will be placed on paid administrative leave until a fitness-for-duty determination is made. If the employee is found to be fit for duty the employee shall be returned to duty. In the event that a medical diagnosis is made of a sickness or non-job related injury, the administrative leave shall be converted retroactively to sick leave under Article 22. In the event that

a medical diagnosis is made of a work-related sickness or injury, the administrative leave shall be converted to appropriate leave for a work-related sickness or injury. This procedure on follow-up examinations based on an every two years physical examination shall not limit the City's right to require a fitness-for-duty examination under Section 5. This Section 3 is not intended to impact any rights an employee has under Oklahoma workers' compensation law or the Oklahoma firefighter pension statutes.

Section 4. The City shall have the right to schedule examinations throughout the year.

Section 5. The City and Union mutually recognize that the health and physical fitness of its Fire Fighters are of paramount importance. The City agrees that positions will be filled with due regard to the physical capabilities of applicants and in that regard, the City may, at any time, order an employee to undergo fitness-for-duty medical examinations, at the City's expense. The City will advise the employee in writing of the basis for such examination and shall furnish a copy of said examination to the affected employee. If it is determined by the established medical evaluation procedure, that the employee in question is not physically fit for duty, a written explanation will be forwarded to the employee at that time. The employee will be placed on probation and/or suspension from active duty as required by the appropriate medical authority. Should there be any dispute between various physicians regarding fitness for duty the two disputing physicians shall appoint a third neutral physician to examine and review the diagnosis.

Section 6. An employee who is suspended or terminated from active duty for failure to meet physical requirements shall not have any of his accrued legal rights penalized by action of this Article.

ARTICLE 13
COURT AND JURY LEAVE

Section 1. Employees who are required, due to their status as Fire Fighters, and because of their official duties, to serve as Court witnesses or who are summoned as jurors shall be granted time off with pay less the amount received for serving as a Court witness or juror to serve in that capacity.

Section 2. Employees shall be allowed to retain mileage fees provided they furnish their own transportation.

Section 3. If an employee is required to appear in court due to events that occurred while on duty or for job-related matters, and the court date is not during working hours such employee shall be compensated at time and one-half pay.

ARTICLE 14
FUNERAL LEAVE

Section 1. In the event of a death in the immediate family of an employee, a shift employee shall be granted up to two (2) regularly scheduled shifts, off with pay; provided that one of the days includes the funeral. Employees assigned to a 40-hour work week shall receive a maximum of three (3) consecutive working days, provided one day is that of the funeral. The immediate family shall be defined as spouse of the employee, father or mother of the employee, father-in-law or mother-in-law of the employee, brother or sister of the employee, brother-in-law or sister-in-law of the employee, grandmother or grandfather of the employee or employee's spouse, child or grandchild of the employee and legally adopted children and other relatives if the latter are actually members of the employee's household. Funeral leave may be granted for the demise of other persons whose relationship could justify an employee's absence, such as any relative residing permanently with or and dependent upon the employee provided special approval by the Department Head is first obtained.

Section 2. The employee may request an extension of Funeral leave to the Fire Chief, specifying the reason for such extension. If the leave extension is granted by the Chief, it shall be leave without pay although the employee may request vacation. If needed, the Fire Chief shall increase the maximum allowable vacation slots for up to five (5) consecutive shifts to accommodate the use of vacation for an extension of Funeral Leave.

ARTICLE 15
MILEAGE ALLOWANCE

Section 1. Employees required and approved by the Fire Chief to use their private automobiles for Fire Department ordered training or station transfers shall be compensated at the rate established by the Internal Revenue Service for federal income tax purposes. Bargaining unit members that are notified, prior to their regular shift reporting time, that they are being transferred from one station to another for a shift and it is necessary for the employee to take bunker gear for the transfer shall also receive this mileage benefit. However, if the bargaining unit member is notified that he/she is being transferred for two or more consecutive shifts then the employee shall be eligible for one round trip mileage reimbursement only. Mileage shall not be paid to an employee or supervisor for off duty reporting to any assigned worksite for regular or additional duties.

ARTICLE 16
HOURS AND TIME EXCHANGE

Section 1. Shift employees shall work a schedule of twenty-four (24) hours on duty and forty-eight (48) hours off duty, except as outlined below, or elsewhere in the contract. Bargaining unit members assigned to a traditional 40-hour work week may be assigned to an 8-hour 5 day a

week, a 10-hour 4 day a week or a 9-hour 4day/4 hour on the 5th day schedule. Additionally, the Fire Chief may also assign employees to any combination of hours up to 12-hour per shift to complete up to 88 hours in two weeks, so long as it is mutually agreeable with the employee assigned. Hours worked beyond 12 hours per shift or 88 hours in two weeks shall be compensable at time and one-half their base pay. The union acknowledges that assignment of work hours is a management right as provided in Article 4 of this agreement.

Section 2. Time of shift change will be 7:00 a.m.

Section 3. Subject to notification to, and approval of the Fire Chief or appropriate Battalion Chief, the Employer agrees that employees shall have the right to exchange time when the change does not interfere with the operation and non-routine training of the Broken Arrow Fire Department. The privilege of time exchange shall not be abused. Hours exchanged must be reimbursed per federal Fair Labor Standards Act rules. Effective January 1, 2026, no employee shall be eligible to schedule a substitute for time exchange for more than 360 hours per calendar year. As determined by the Fire Chief, a variance may be allowed in extenuating circumstances.

a) When a time exchange is approved, the approval is for the exchange of time between the two employees ("normally assigned" employee and "substitute" employee) listed in the request.

b) Failure of a substitute to report to an approved time exchange or failure of a substitute to complete an approved time exchange shall result in the substitute losing all of his/her time exchange benefit/privileges (neither working for another nor having another work for him/her) for six (6) months from the date of infraction for their first infraction; however, all future infractions by the substitute shall result in a twelve (12) month suspension of his/her time exchange benefit.
    a. The only exception is in the instance of a job-related injury occurring ***during*** the approved time exchange; however, in extenuating circumstances as determined by the Fire Chief a variance may be allowed.
    b. The normally assigned employee will be charged vacation hours for any hours not covered by his/her substitute.

c) Substitute employees shall not be eligible for any leave types or time off provided in the Collective Bargaining Agreement during their approved time exchange.

ARTICLE 17
LONGEVITY

Section 1. The longevity service pay schedule shall be paid by December 1st of each year and will be based upon the years of service a bargaining unit member has with the City of Broken Arrow. The schedule shall be as follows:

~~Years of Service~~	~~Amount~~
~~25~~	~~$8125~~
~~24~~	~~$7800~~
~~23~~	~~$7475~~
~~22~~	~~$7150~~
~~21~~	~~$6825~~
~~20~~	~~$6500~~
~~19~~	~~$6175~~
~~18~~	~~$5850~~
~~17~~	~~$5525~~
~~16~~	~~$5200~~
~~15~~	~~$4875~~
~~14~~	~~$4550~~
~~13~~	~~$4225~~
~~12~~	~~$3900~~
~~11~~	~~$3575~~
~~10~~	~~$3250~~
~~9~~	~~$2925~~
~~8~~	~~$2600~~
~~7~~	~~$2275~~
~~6~~	~~$1950~~
~~5~~	~~$1625~~
~~4~~	~~$1300~~
~~3~~	~~$975~~
~~2~~	~~$650~~
~~less than 2 years of service~~	~~0~~

FY 2025-2026 ($525/year of service beginning at year 2, maximum years of service 25 years)

Years of Service	Longevity Amount
25	$13,125
24	$12,600
23	$12,075
22	$11,550
21	$11,025
20	$10,500

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19	$9,975
18	$9,450
17	$8,925
16	$8,400
15	$7,875
14	$7,350
13	$6,825
12	$6,300
11	$5,775
10	$5,250
9	$4,725
8	$4,200
7	$3,675
6	$3,150
5	$2,625
4	$2,100
3	$1,575
2	$1,050

FY 2026-2027 ($600/year of service beginning at year 2, maximum years of service 25 years)

Years of Service	Longevity Amount
25	$15,000
24	$14,400
23	$13,800
22	$13,200
21	$12,600
20	$12,000
19	$11,400
18	$10,800
17	$10,200
16	$9,600
15	$9,000
14	$8,400
13	$7,800
12	$7,200
11	$6,600
10	$6,000
9	$5,400
8	$4,800

7	$4,200
6	$3,600
5	$3,000
4	$2,400
3	$1,800
2	$1,200

After June 30, 2027 ($650/year of service beginning at year 2, maximum years of service 25 years)

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Section 2. Bargaining unit members who terminate their employment before December 1st shall receive a prorated benefit by dividing by twelve the amount of the annual benefit the employee would have received for that year and then multiplying by the number of months worked in the calendar year.

Section 3. All applicable Federal and State withholding taxes and other mandatory deductions will be withheld at the time of payment.

ARTICLE 18
VACATIONS AND HOLIDAYS

Section 1. Every employee shall be eligible to use vacation and holiday leave with pay after one (1) year of service with Employer.

Vacation and holiday leave shall be accrued monthly commencing on an employee's hire date. Subject to vacation and holiday leave scheduling regulations, bargaining unit members may immediately schedule and use all vacation/holiday leave upon accrual.

Years	Monthly Accrual Hours	Annual Vacation & Holiday Hours	Maximum Accumulation
1 through 4 years	30	360	720
5 through 9 years	32	384	768
10 through 14 years	34	408	816
15 through 19 years	36	432	864
20 years and over	38	456	912

Section 2. Any employee who is separated from the service through resignation, death, retirement, or discharge shall be compensated in cash for all unused vacation and holiday time accumulated at the time of said separation at the regular rate of pay.

Section 3. Vacation and holiday leave scheduling for the following calendar year will begin on December 1of the current year. Subject to vacation and holiday leave scheduling regulations, bargaining unit members may schedule their accrued vacation and holiday hours up to their annual vacation hours accrual (as shown above in Article 18, Section 1, up to 360, 384, 408, 432, 456, respectively). However, a more senior bargaining unit member may bump another bargaining unit member who has previously scheduled a shift. Bumping privileges are allowed through December 15, of the current year.

Vacation scheduling for accrued leave above an employee's annual accrual will be scheduled in the same manner, starting December 16, of the current year. Bumping privileges for accrued leave will be allowed through December 23, of the current year. After December 23, of the current year, all other accrued vacation leave scheduling will occur on a first come first serve basis for the following calendar year.

Section 4.

a) Seven (7) shift employees are eligible to schedule vacation/holidays on each shift. However, no more than four (4) Captains and one (1) Battalion Chief shall be on vacation/holiday on a shift. When the Battalion Chief and four (4) Captains have scheduled vacation/holiday time the number of Lieutenants scheduling vacation/holiday shall be limited to four (4).

   On December 1st of each year, if any shift exceeds forty-nine (49) suppression/operational personnel (defined as Battalion Chief, Captain, EMSO, Lieutenant, Firefighter), the number of these shift employees eligible to schedule vacation for each shift the following calendar year shall be raised from seven (7) to eight (8). Scheduling is subject to all departmental rules concerning vacation scheduling and will not interfere with the operation and non-routing training of the Fire Department. A minimum of four (4) Paramedic certified bargaining unit members may be allowed to schedule vacation/holidays on a shift. The Chief, by December 1st of each year, shall set forth in writing a notice of any additional numbers of Paramedics allowed to preschedule initial, annual vacation/holiday leave based on an annual or periodic assessment of staffing needs and available, certified Paramedic employees. The Chief's determination and notice of any additional Paramedic scheduling slots shall be effective during the next (upcoming) calendar year. This restriction will not apply to bargaining unit members with Paramedic certification who are assigned to Lieutenant or Suppression Captain.

b) Request for vacation and holidays shall be submitted to the Battalion Fire Chief at least three (3) days in advance; however, if one of the seven (7) slots is available on shorter notice, the bargaining unit member may request vacation/holiday on the same

day leave is requested. Final approval for vacation/holiday scheduling shall be by the Fire Chief or designate which shall not be unreasonably denied.

c) To schedule same day vacation/holiday time the employee must report for duty and then request the leave. An employee shall notify his/her Battalion Chief of cancellation of vacation or holiday shifts at least three (3) days in advance of the shift to be taken off.

d) Any member/employee who is directed to transfer shifts, as determined by the Fire Chief, may be allowed to schedule vacation in excess of the contractual allotment (Section 4, a) provided that the vacation is directly adjacent to a vacation day that was scheduled during the original scheduling period per Section 3 on their prior shift. If the contractual allotment (Section 4, a) is exceeded on the new shift, the vacated vacation slot on their original shift will not be filled even if below the maximum allowed in Section 4. a) and b).

Section 5. Vacation time may be split into twelve (12) hour increments if the employee so desires and subject to management approval, so long as at the time of scheduling, the vacation doesn't drop staffing below minimum staffing and create call back. Vacation may be pre-scheduled for twelve (12) hour increments either "day shift" beginning at 07:00 or "night shift" beginning at 19:00. This pre-scheduling shall be limited to one shift before the scheduled date. Example: If a vacation slot is open for the next shift, a member may request to take either a twelve (12) hour day shift, a 12-hour night shift, or a full twenty-four (24) hour shift.

The parties agree that regardless of the flexibility to employees that is provided by the twelve (12) hour vacation scheduling, it shall remain the responsibility of employees to ensure they comply with and attain all required training. The department will be responsible to ensure that reasonable efforts are made to offer required training at times that will reasonably support employee efforts to train. Employees may request twelve (12) hour vacation leave on the date of the leave, subject to management approval. To schedule a same day twelve (12) hour vacation the employee must report for duty and then request the leave. Scheduling is subject to all departmental rules concerning vacation scheduling and will not interfere with the operation and non-routine training of the Fire Department. Holidays shall be scheduled in twenty-four (24) hour increments.

Bargaining unit members may use 4 hours of accrued vacation leave without advance scheduling as described in Section 4. Utilization of this benefit shall be limited to one instance. It may be requested only after reporting for work. The sole intent of this benefit is to allow members the opportunity to address a non-medical unanticipated emergency that has occurred while the employee is on duty. The use of this absence shall not count against the maximum number of employees allowed off on vacation as described in Section 4. The union agrees that when this benefit is used it shall not result in callback.

Section 6. Bargaining Unit Members that actually work the entire 24-hour shift on Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day,

New Year's Day, Martin Luther King Day, Good Friday or Memorial Day shall be paid one and one-half times the employees base hourly rate.

Bargaining unit members regularly assigned to a forty hour per week schedule that are required by the Fire Chief to work an entire eight-hour shift on Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Day, Good Friday or Memorial Day shall be paid one and one-half times the employees base hourly rate.

Employees who exchange time as provided in Article 16 shall not be eligible for this benefit.

Section 7. It is agreed that Bargaining Unit Members regularly assigned to a forty hour per week (2,080 hours per year) position will receive the following thirteen (13) holidays:

1. New Years Day
2. Martin Luther King, Jr. Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Friday after Thanksgiving
10. Christmas Eve
11. Christmas Day
12. Two (2) Floating holidays available beginning January 1 of each calendar year. Such scheduling subject to the vacation scheduling requirements of the Fire Department.

If a holiday should fall on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday. Notwithstanding Section 6 of this article, any employee who is required by the Fire Chief to work on a holiday shall be compensated at the regular rate of pay and will receive an alternate day off.

Section 8.

a) It is agreed that Bargaining Unit Members permanently assigned to a forty hour per week (2,080 hours per year) position will receive vacation as follows:

Years of Employment	Accrual Rate Per Month (Hours)	Total Annual Vacation Leave (Hours)	Maximum Accumulation
1 – 4	6.667	80	514

5 – 9	10.00	120	548
10 – 14	13.333	160	582
15 – 19	14.667	176	616
20 and over	16.667	200	651

b) 1. The following conversion rates will be used for any future employee transfers, promotions, or reassignment from a twenty-four (24) to a forty (40) hour work schedule:

The employee's vacation/holiday leave balance provided by Article 18, Section 1 will be adjusted by .714. The employee will immediately begin to receive and take the remaining City Holidays listed in Section 7 and earn vacation leave as described in Section 8. This formula (hours of leave accrual times .714) applies to all personnel who are assigned, promoted or transferred from a twenty-four (24) hour shift to a forty (40) hour per week schedule.

Employees who transfer, promote, or are reassigned from a twenty-four (24) to a forty (40) hour work schedule shall have their vacation/holiday leave balance (as provided by Article 18, Section 1) adjusted by .714.

2. The following conversion rates will be used for any future employee transfers, promotions or reassignments from a forty (40) hour per week to a twenty-four (24) hour shift work schedule:

The employee will have his vacation leave balance adjusted by 1.4.

Section 9. Employees shall be permitted to donate accrued vacation leave to a fellow employee who is suffering from or has an immediate family member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate employment. In addition, shared leave may be donated to an employee who encounters a personal crisis, which does not include a severe illness or injury.

As used in Section 9:

1. Immediate family member shall be limited to the spouse, child (adopted, foster, step, or legal ward), and parent(s) of the employee
2. "Severe" or "Extraordinary" means serious, extreme, or life threatening,
3. Personal Crisis shall mean a crisis of a severe nature that directly impacts the employee. A personal crisis shall be limited to a natural disaster impacting the employee's primary residence or the death of an immediate family member, and

4. "City employee" means a regular, non-probationary fulltime employee who is covered under the terms of this contract, or another eligible employee as allowed by policy or contract. It does not include employees in a probationary or part-time status.

An employee may be eligible to receive shared leave pursuant to the following conditions:

1. A request by the Chief has been made to the Human Resources Director who will make a review of necessary documentation by the employee and will certify the need for leave based on a review of provided documentation.
2. The Human Resources Director determines that the employee meets the criteria described herein, and
3. The City Manager authorizes such leave for the number of hours recommended by the HR Director, and
4. The employee has abided by City policies regarding the use of sick leave and other available leave benefits

An employee may donate vacation leave to another employee only, pursuant to the following conditions:

1. If the City employee is suffering from or has an immediate family member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate employment, the receiving employee must have exhausted or will exhaust all forms of applicable paid leave including vacation, sick, and compensatory leave due to an illness, injury, impairment, or physical or mental condition, which is extraordinary or severe in nature and involves the employee or immediate family member of the employee.
2. If the City employee has encountered a personal crisis, the receiving employee must have exhausted or will exhaust all forms of available vacation leave and compensatory leave.
3. The condition has caused, or is likely to cause, the receiving employee to go on leave without pay or terminate employment.
4. The City Manager authorizes such leave to be shared with an eligible receiving employee, and
5. The donating employee may donate any amount of vacation leave provided the donation does not cause the vacation leave balance of the donating employee to fall below eighty (80) hours.
6. The receiving employee has not been disciplined for any type of excessive leave use or abuse in the previous five (5) years.

The Human Resources Director shall recommend to the City Manager the amount of donated leave an employee may receive and only authorize a receiving employee to use up to a maximum of one thousand and forty hours (1040) if the employee is assigned to a 40-hour workweek, or one-thousand-five-hundred-sixty (1560) hours if assigned to a 24-hour shift, during total City employment.

The Human Resources Director shall require the receiving employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition, if the need for leave is due to an extraordinary or severe illness, injury, impairment, or physical or mental condition. If the employee suffers from a personal crisis, appropriate documentation will be required verifying the nature of the crisis.

The receiving employee shall be paid his or her regular rate of pay; therefore, one hour of shared leave may cover more or less than one hour of the salary of the recipient. The calculation of leave value of the recipient shall be in accordance with policies, regulations, and procedures. The dollar value of the leave is converted from the donor to the recipient. The leave received will be designated as shared leave and be maintained separately from other leave balances.

Any donated leave may only be used by the recipient for the purposes specified in this Section.

All forms of paid leave available for use by the recipient shall be used prior to using shared leave, as outlined above.

Employees who begin receiving short-term disability (STD) and/or long-term disability (LTD) will become ineligible for receipt of leave donation once STD or LTD begin. If STD or LTD cease and the employee still has a need for leave, benefits will again be made available.

Any shared leave not used by the recipient during each occurrence shall be returned to the donor. The shared leave remaining over one-quarter (1/4) hour will be divided among the donors on a prorated basis based on the original donated value and returned at its original donated value and reinstated to the vacation leave balance of each donor.

The receiving employee will be under no obligation to repay donated leave.

All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating vacation leave for the purposes of this Section. The decision of an employee to donate or not donate leave shall not be considered for employment purposes such as promotions, salary increases, or disciplinary proceedings.

Once the employee has made a request for donated leave, the Human Resources Department will send all employees a memorandum notifying the employee has requested leave donation.

The donating employees shall submit a "Request to Donate Leave" form to the Human Resources Department which shall state the amount of time donated and to whom the leave is donated. Such forms will be available in the Human Resources Department.

The receiving employee will not accrue vacation or sick leave while on donated vacation leave.

ARTICLE 19
INJURY LEAVE

Section 1. In the event a Firefighter is injured while engaged in the actual performance of duties and said Firefighter is temporarily incapacitated as a direct result of such injury or illness, said Firefighter shall be entitled to receive up to six months of temporary disability benefits as provided in the Firefighter's Pension and Retirement System. For bargaining unit members temporarily disabled due to a burn injury as described in the pension system the benefit shall be for twelve (12) months.

Section 2. The benefit shall be paid in an amount to be calculated as and equal to the difference between the Workers' Compensation benefits provided for in the Worker's Compensation Act of the State of Oklahoma and as the same may be amended from time to time, if applicable, and the regular monthly net pay as of the time of injury. In no event shall such Firefighter compensation from all sources exceed his/her regular monthly net pay as of the time of the injury. The employee shall receive his/her full salary for the first ten (10) days from the day of the injury and then a supplement to any Workers' Compensation payments received to maintain the employee at full salary level, not to exceed six (6) months.

Section 3. No benefits shall be payable under this Article for any injuries occasioned by the willful intention of the injured Firefighter to bring about injury to himself/herself or to another, or where the injury resulted from the willful failure of the injured Firefighter to use a guard or protection against the accident furnished for his/her use or where the injury resulted directly from the intoxication of the injured Firefighter while on duty, or where the injury resulted directly from horseplay, playing or pranks engaged in by the injured Firefighter, alone or with others, or failure to follow prescribed procedures.

Section 4. All benefits provided by this Article, except total amount of compensation paid hereunder, shall be in addition to and separate from any sick leave benefits otherwise provided in this Agreement; nor will this Article otherwise affect any rights or employment benefits otherwise provided in this Agreement.

Section 5. At the expiration of all injury leave benefits herein provided, the Firefighter may, at his/her option, elect to receive his/her accumulated sick leave, if any, or other annual leave then accrued to the credit of the Firefighter as additional time off, but in no event shall said sums of money or compensation paid to the Firefighter exceed his/her regular monthly net pay as of the time of the injury.

Section 6. Employer may require, at any time, the Firefighter to submit to medical examination by a medical doctor or Health Care Professional (i.e. Physician, Physician Assistant, or Nurse Practitioner) designated by Employer for the purpose of determining whether or not a claim submitted by a Firefighter is proper, or to determine when any benefits or leave provided for hereunder should be terminated. In the event the Firefighter refuses to submit to such examination, the refusal shall be just cause for terminating all benefits provided by this Article.

Section 7. An employee shall not carry on outside employment while on Injury Leave without the written approval of the Fire Chief. Such approval shall not be unreasonably denied.

ARTICLE 20
DUES DEDUCTION

Section 1. The Employer agrees to deduct regular monthly Union dues from earned wages of those employees who are in the bargaining unit. The deduction shall be made from each paycheck in an amount certified to be correct by the Secretary-Treasurer of the Union Local. A direct deposit for the total deductions shall be made to the Union's financial institution no later than fifteen (15) calendar days after the deduction is made. Fifteen (15) days subsequent to the effective date of this Agreement, all members of the bargaining unit desiring payroll deduction of Union dues shall individually sign an authorization card, provided by the Union and approved by the City, authorizing the stated monthly dues deduction be made. The payroll deduction shall be revocable by the employee notifying the City in writing. The Union shall be notified of any revocation.

Section 2. The City will deduct only Union dues from the employee's paycheck, and will not deduct initiation fees, special assessments, fines or other deductions, except for dues. In the event of an increase or decrease in Union dues, the Union will give Employer thirty (30) days' written notice in order to allow Employer to make the proper changes in its accounting records. No deductions will be made when the salary to be paid to the employee is not sufficient to cover the amount to be deducted.

Section 3. City will provide Union Treasurer with a detailed report showing individual's name, division, department, and deduction amount at the time of payment.

Section 4. All deductions will be for the month in which they are taken. All deductions refundable at the time of termination or resignation will be refunded by the Union. The Employer shall not be responsible for errors. In the case of an error or improper deduction, made by the Employer, a proper adjustment of the same shall be made by the Union with the employee affected.

Section 5. The Union shall indemnify, defend and hold harmless, the City against any claims made, and against any suits instituted against the City on account of payroll deduction of Union dues.

ARTICLE 21

HOSPITALIZATION, SURGICAL, MAJOR MEDICAL INSURANCE AND TERM INSURANCE

Section 1. The City of Broken Arrow (Employer) agrees that the selection of the insurance provider for unit members represented by the International Association of Fire Firefighters rest solely with the Union.

Effective January 1, 2004, the Union pursued its option to withdraw from the Employer sponsored health, dental, life and vision insurance program and obtain separate coverage for its bargaining unit members. As a result, only Sections 2 through 10 shall apply.

Section 2. The Union shall be responsible for providing health, dental, life and/or vision benefits to all eligible members of the Broken Arrow Fire Department. For purposes of Article 21 only, eligible members shall be interpreted to include all probationary employees. The Assistant Fire Chief and/**or** the Fire Chief, at the time of their initial appointment may elect to participate in the Union plan or may elect to participate with the Employer plan. Such election is irrevocable. If either of these employees exercise the option to enroll in the union sponsored health plan the employer agrees to deduct dues from their paycheck. Such deduction is for insurance purposes only. It is further understood and agreed that, although the Union may be required to provide group health, life, dental and/or vision insurance benefits hereunder, the Union does not represent the Fire Chief or the Assistant Fire Chief or probationary employees. It is further understood that any bargaining unit member who does not enroll in the Union's insurance plan upon becoming eligible, or any member who drops the Union insurance plan wishes to enroll again at a later date shall be subject to the requirements of the providers of the Union insurance plan.

Section 3. Effective July 1, 2025, the Employer agrees to contribute to the Union's insurance plan on a monthly basis the following amounts: $1,438.59 ($1,481.75 effective July 1, 2026) for each member enrolled under the member plus one dependent or the member with more than one dependent (formally known as family coverage); or $587.25 ($604.87 effective July 1, 2026) for each member enrolled under the single coverage (no dependents). To receive contributions by the City, all eligible dependents will be verified by the Broken Arrow Firefighters Health & Welfare Insurance Trust Benefits Coordinator for eligibility or verified to continue eligible status effective July 1, 2025. Upon enrollment onto the Plan, all new plan enrollees (life event and/or open enrollment) will also be verified to ensure proper eligibility status. If the employer cancels its insurance program for the general city employee population during the term of this agreement, the employer agrees to continue to pay to the Union insurance fund the above stated amounts. It is understood that the Employer agrees to a per paycheck payroll deduction from each bargaining unit member's regular wages who elects to enroll in any of the three tiers of insurance coverage. The amount of the deduction shall solely be determined by the Union. If a bargaining unit member has insufficient wages for a payroll deduction then no deduction will be made. The Union shall advise the employer in writing of the per paycheck amount to be deducted from bargaining unit member wages and shall provide the employer 30 days written notice of such amount.

Section 4. The Employer's contribution shall only be used for the purchase of health, life, dental and/or vision insurance benefits. The Employer shall not remit contributions for bargaining unit members who elect not to participate in the Union insurance plans or who have terminated employment. The Employer shall not be responsible for making contribution for any retirees who may elect to participate in the Union plan. The Union will provide the Employer with the name of the entity and the account to which the Employer's contributions will be made and which will be responsible for administering the Employer's contributions for insurance benefits for unit members, together with the organizational document for such entity by December 1 of each year.

Section 5. It is distinctly understood and agreed that the Employer's only obligation is to pay the cost of the group insurance as described in Section 8. In all matters concerning coverage, payments of claims, benefits or the amount thereof, the Union and the insurance providers shall have sole governance.

Section 6. By the 5th of each month the Union shall provide to the Employer a monthly accounting of the names of each employee enrolled in its plan and whether the employee is enrolled in single or family coverage. If an employee's election, at any time, is changed from single coverage to family coverage the union shall provide the city sufficient evidence that the union plan is in fact providing insurance coverage to that employees legal dependents. If sufficient evidence is not provided the city shall not be required to honor the election change. Upon receipt of the monthly accounting the employer shall have ten (10) days to transfer the monthly contribution (as defined in Section 3) to the account specified by the Union. If the employer fails to make payment of the contribution due to the Union insurance fund for any month by the deadline established above, the Union shall have the right to submit such action to binding arbitration by giving the Employer written notice of its intentions not less than 48 hours in advance. No such action shall be taken by the Union unless and until the Union Insurance committee and/or the Executive Board of the Union shall have certified in writing to the Employer that the employer has failed to pay such contribution.

Section 7. It is distinctly understood and agreed that the City's only obligation is to provide the monthly contribution as described in Section 3. The Union agrees to indemnify the Employer against all liabilities in connection with the administration of the Union insurance plan. Provided that this section shall not impose any obligation upon the Union to indemnify the Employer against willful misconduct or negligent acts, or omissions of the employer its agents or employees.

Section 8. The Union shall provide the employer individual group enrollment cards. The execution by eligible Fire Department employees shall demonstrate an election to be covered by the Union plan.

Section 9. Bargaining unit members may continue to participate in the medical spending account and voluntary supplemental benefit programs offered by the City to all other non-union employees provided through the City of Broken Arrow Section 125 Plan, as permitted by law.

Section 10. The Union may, in the future, choose to return to the Employer sponsored health, dental, life and vision plan. The Union shall provide a minimum of sixty (60) days' notice of its

desire to return to the Employer sponsored plan. The Union acknowledges that returning to the Employer sponsored plan may subject its members and their dependents to underwriting requirements as required by the provider/carrier/re-insurer etc. Such return shall occur on January 1. The Union also acknowledges that, if it chooses to return to the Employer sponsored plan the Employer is not obligated to make a contribution toward any retiree benefits.

If the Union elects the insurance program provided by the City then Sections 11 through 15 of this article shall apply.

Section 11. The Employer agrees to provide the employees with health, dental and life insurance at no cost to the employee.

Section 12. The employer agrees to offer identical health/dental dependent coverage, subject to compliance with all group plan provisions established in the City's Group Health Benefit Plan Document. The employer will contribute, for Union members, the same percentage or dollar amounts (whichever is greater) toward dependent coverage as non-Union employees receive toward dependent coverage.

Section 13. The Union acknowledges the Employer has and shall continue to have the right to modify, alter or amend the Employer's Insurance plan in whole or in part, provided however that no amendment shall diminish or eliminate any pending claim for any benefit to which a participant was entitled prior to such amendment.

Section 14. The Employer shall also enter into contractual agreements for term life insurance in order to provide $20,000.00 of term insurance for all full-time employees. Eligibility for enrolling new employees for health insurance and term life insurance shall be in accordance with the term of said contract.

Section 15. Bargaining unit members who retire from service may elect at their expense to purchase the group health program subject to all provisions within the group health plan document. The rate the retiring employee pays shall be 100% of the group plan rate. Nothing in this section shall preclude the employer from exercising its rights under Section 4 of this Article.

Section 16. One bargaining unit member shall be granted four hours of leave with pay to attend the monthly committee meetings, provided the meetings occurs within the bargaining unit member's assigned duty time. Notice of such leave shall be submitted to the Fire Chief no less than ten (10) days in advance of the meeting.

Section 17. The Union shall provide to the City Clerk, on an annual basis, a financial accounting statement for purposes of review and audit of the Employer and employee contributions which have been paid or disbursed by the Union for purposes of providing health, life, dental, and vision insurance coverage to unit members. Said statement shall include information as to where any payments or disbursements have been made and for what purpose.

Section 18. The parties agree that the City will make a per paycheck payroll deduction for each bargaining unit member electing to enroll in the Union's optional vision materials benefit, either single or family coverage. The Union will provide to the City the amount of said fees to be deducted. The City shall not be responsible for making retroactive deductions.

Section 19. The Internal Revenue Service ("IRS") issued a Notice of Proposed Rule -making on December 28, 2012 (the "NPR"), providing guidance under Section4980H of the Internal Revenue Code ("Code") with respect to the shared responsibility for employers regarding employee health coverage. Section IX (D) of the NPR's Explanation of Provisions provides a special transition rule (the "Transition Rule") that is available to applicable large employers participating in multiemployer plans. It is the intent of the parties to this Agreement that the contributions made by the Employer to the Union's group medical plan in accordance with this Agreement qualify for the Transition Rule, and in this regard, the Union makes the following representations: (i) coverage under the Union's group medical plan is offered to all full-time employees (and the employees' dependents) of the Employer who are members of the Union and the Fire Chief and Assistant Fire Chief of the City of Broken Arrow (collectively, the "Covered Employees"); (ii) the coverage offered to such full-time employees is affordable and provides minimum value; (iii) any waiting period for coverage under the Union's group medical plan complies with the 90-day limitation on waiting periods in Section 2708 of the Public Health Service Act; and (iv) the plan year for the Union's group medical plan is July 1 to June 30. For purposes of the preceding sentence, whether the employee is a full-time employee is determined under Section 4980H(c)(4) of the Code, whether coverage is affordable is determined under Section 36B(c)(2)(i) of the Code, and whether coverage provides minimum value is determined under Section 36B(c)(2)(C)(ii) of the Code. The Union agrees to provide to the Employer such documentation and to cooperate with the Employer as may be reasonably necessary for the Employer to confirm and maintain its eligibility for the Transition Rule. Further, the parties agree that to the extent that the IRS or other regulatory agency modifies the criteria for the Transition Rule, the parties will negotiate in good faith for the purpose of the ensuring that the Employer will continue to qualify for the Transition Rule as modified, or not be treated as failing to offer the opportunity to enroll in minimum essential coverage to full-time employees (and the employees' dependents) who are Covered Employees or purposes of Section 4980H(a) of the Code, and not be subject to a penalty under Section 4980H(b) of the Code with respect to such full-time employees.

The Union will indemnify and hold harmless the City from and against any claim, loss, costs, expenses, damages, charges, taxes (including excise taxes), civil penalties, reasonable counsel fees, payments and liabilities that the City may incur as a result of a final un-appealable decision that there was a breach of any of the Union's representations or duties in Section 19 hereinabove.

ARTICLE 22
SICK LEAVE

Section 1. All presently accrued sick leave shall be carried over by each employee under the terms of this Agreement.

Section 2. The Employees shall be governed by the following provisions relating to the accrual and expenditure of sick leave.

Section 3. Shift employees scheduled to work 2,912 hours per year shall accrue sick leave at the rate of (16) sixteen hours per month, and forty-hour employees scheduled to work 2,080 hours per year at the rate of (8) eight hours per month.

Section 4. (a) All sick leave accrual shall be subject to a maximum amount of 1560 hours for shift personnel and a maximum of 1040 hours for forty-hour employees.

(b) The following conversion will be used for employees who are permanently transferred, promoted or reassigned to/from a twenty four (24) hour shift from/to a forty (40) hour work schedule: The number of sick leave hours currently in the employee's bank will be divided by the current maximum allowed to determine the percentage of the current maximum. This percentage will be multiplied by the maximum allowed for the new position to determine the amount of sick leave placed in the employee's bank.

Section 5. After shift employees have accrued 960 hours of sick leave or forty-hour employees have accrued 480 hours and maintains a balance in excess of 960 hours or 480 hours for the fiscal year, the bargaining unit member shall be eligible to participate in an attendance bonus program based upon the following schedule:

If during the fiscal year the employee uses the equivalent number of hours in a day of their assigned shift as of June 30:

0-1 days sick leave taken - 30% of the monthly base pay of the pay step the bargaining unit member is assigned as of June 30.

2 day sick leave taken - 22% of the monthly base pay of the pay step the bargaining unit member is assigned as of June 30.

3 days sick leave taken -15% of the monthly base pay of the pay step the bargaining unit member is assigned as of June 30.

4 days sick leave taken - 9% of the monthly base pay of the pay step the bargaining unit member is assigned as of June 30.

Any firefighter using more than 4 days of sick leave during the fiscal year shall not be eligible for this benefit.

Payment of this benefit is to occur as a lump sum in the first pay period following June 30th of each year.

Section 6. Sick leave shall be used: (1) when employees are incapacitated by sickness or non-job related injury; including medical, dental or optical diagnosis or treatment; (2) after exposure to a contagious disease when the attendance at duty, in the opinion of the employee's physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner), jeopardizes the health of others.

Section 7. Sick leave with pay shall be granted to employees in accordance with the following provisions:

A. Sick leave shall not exceed the total amount accrued to the employee at the time of his/her absence;

B. Leave without pay may be granted for sickness extending beyond the amount of accrued sick leave;

C. Sick leave shall be charged to the employee by the hour for each hour's absence;

D. Non-scheduled work days shall not be included in computing sick leave expenditures; and

E. Sick leave may be used for an absence to an on-the-job injury after injury leave is exhausted.

Section 8. Employees who are absent from duty for reasons which entitle them to sick leave shall notify the Battalion Chief by 6:45 AM. An employee shall not carry on outside employment while on sick leave without the written approval of the Fire Chief.

Section 9. Sick leave with pay in excess of one (1) consecutive shift for reasons of personal illness or injury or serious illness in the employee's immediate family shall be allowed only with the presentation of a written statement by a physician or Health Care Professional (i.e. Physician, Physician Assistant, or Nurse Practitioner who shall not be a current employee of the City of Broken Arrow) certifying that the employee's condition or the immediate family's condition, prevented the employee from appearing for work. This written statement shall be presented upon the employee returning to work or every thirty (30) calendar days of continuous sick leave whichever is less or as approved by the Department head. If a bargaining unit member has been counseled or disciplined about his/her absenteeism a physician or Health Care Professional (i.e. Physician, Physician Assistant, or Nurse Practitioner who shall not be a current employee of the City of Broken Arrow) statement certifying an employee's illness may be required after one shift at the direction of the Fire Chief.

Section 10. Under no circumstances will an employee be paid for accumulated sick leave at termination of employment.

Section 11. An employee who abuses sick leave benefits by falsification of sick leave reports, shall be subject to disciplinary action including discharge, and shall be required to make restitution of any compensation the employee received during the period of absence.

ARTICLE 23
PERSONNEL REDUCTION

In the case of a personnel reduction, the employee with the least seniority shall be laid off first. In determining seniority for the purpose of personnel reduction, only time as a full-time paid employee shall be counted. The President, Vice-President, Secretary/Treasurer and three (3) Trustees of the Bargaining Agent for Firefighters will be retained by the City of Broken Arrow Fire Department in the event of a lay-off, regardless of position seniority, so long as there is work that they have the ability to perform in a Firefighter capacity.

A. At the time of layoff only accrued vacation and holiday pay shall be paid. [Note: sick leave accrued pursuant to outstanding city personnel rules].

B. All federal obligations due under COBRA shall be offered in accordance with the statute.

C. Laid off employees shall possess limited recall rights for a period of twelve (12) months from the date of lay off notification as follows: Should a full time opening occur within the employee's classification, laid off employees will be notified in order of seniority by registered or certified letter to the last known mailing address. Failure to return to work within fourteen (14) calendar days of such notification shall result in forfeiture of re-employment.

D. During such periods of layoff, there shall be no accrual of any contractual benefit except seniority as set forth in Article VIII Section 3C or except as may be required by applicable federal or state law.

E. Generally, no new employee will be hired until the laid-off employee list is exhausted as to each available opening. However, should a new position open in an area of work requiring different skills than those generally possessed by laid off employees, then and in that event employer may hire without exhausting such laid off list.

ARTICLE 24
OVERTIME AND CALL-BACK

Section 1. Any nonexempt or exempt employee assigned to a 24-hour shift, who is called in for additional duty, outside their normal working hours, shall receive compensation at time and one-half their base hourly rate with a minimum of two (2) hours subject to the Fair Labor Standards Act.

Any employee who is called in for additional duty on a Holiday as listed in Article 18 shall receive compensation at two times their base hourly rate with a minimum of two (2) hours subject to the Fair Labor Standards Act. The term "called in" shall be defined by an employee being required to physically report to work or attend a mandatory meeting in person or virtual. Exempt employees assigned to a traditional 40-hour work week who work in excess of 45 (forty-five) hours per week shall be eligible, at the employee's option, for either straight time premium pay or discretionary leave. This premium pay or discretionary leave shall only apply to those hours in excess of 45 (forty-five) hours per week, without regard to the two (2) hour minimum above and shall be approved by the Chief within thirty (30) days. It is understood any such discretionary leave shall not be hour for hour for exempt employees. For exempt employees, holiday leave shall be considered time worked for the purposes of this article.

Section 2. Any nonexempt employee who is held over at the end of a shift shall receive compensation at time and one-half their base hourly rate. The benefit shall not commence until an employee has been held over for a minimum of fifteen (15) minutes, then the benefit shall be computed retroactively. This benefit shall not be granted to an employee who is voluntarily standing in for another employee (subject to Fair Labor Standards Act regulations).

Section 3. At Management's sole discretion, nonexempt and exempt bargaining unit members may be assigned to standby. However, exempt employees shall not receive additional compensation for standby due to the nature of their duties. Standby is an assignment where an employee is required to immediately respond to a call for assistance after the employee's regular work schedule. The employee will be provided a radio or cellular telephone to maintain a freedom of movement as provided in the Fair Labor Standards Act and Exhibit A of this contract. Management in its sole discretion may determine the length of the callback assignment. To compensate for standby an employee shall receive 1.25 hours of base pay for each full work day the employee is assigned.

ARTICLE 25
FAIR LABOR STANDARDS ACT IMPLEMENTATION

Section 1. The parties recognize and agree they will be required to comply with the F.L.S.A.

Section 2. All bargaining unit members at the rank of Firefighter, Lieutenant, Captain, and Battalion Chief will be eligible for overtime compensation as required by the F.L.S.A. for the total actual hours worked beyond 212 in a 28-day cycle.

Section 3. Actual hours are defined as all hours a Firefighter is scheduled to work, required to work beyond the regular schedule, or called back to work. Vacations, sick leave, injury leave, compensatory time or any other paid or unpaid leave will not be considered as hours worked. Effective January 7, 2008 all paid leaves except for sick leave and injury leave shall be counted as hours worked. Unpaid leave shall not be counted as hours worked.

Section 4. The City (Employer) at any time may direct a Firefighter to leave the premises and or not return to work. The Employer retains the authority to schedule employees, with a goal to restrict the number of hours worked during the 106 hour-14day cycle (212 hour-28 day cycle beginning January 8, 2007) and thus control Fair Labor Standard Act overtime exposure. The affected employee will be granted 24-hour advance notice of the rescheduling decision as contemplated in this Section unless it is considered to be an emergency. [Note: For forty hour a week workers said notice shall be eight (8) hours.]

Section 5. It is understood and agreed that the City has made certain implementation of the Fair Labor Standards Act, said implementation put into effect by official memorandum, marked Exhibit "A," attached hereto and made a part hereof. The memorandum and rules pursuant shall govern members of the bargaining unit, save and except rule modifications issued by the United States Department of Labor. The memorandum shall control implementation if not in conflict with the specific contractual articles.

ARTICLE 26
MILITARY LEAVE

Section 1. In addition to the paid military leave required by state or federal laws, an employee on military orders may choose to use his/her accrued vacation leave or take a leave of absence without pay. Use of sick leave is not authorized for military leave of absence.

ARTICLE 27
COMPENSATION

Section 1. Effective July 1, 2025, the City shall provide each bargaining unit member, excluding the position of Battalion Chief (paygrade 308 on June 30, 2025) a four percent (4.0%) across the board wage increase.

Effective July 1, 2025, and agreed to by the parties in Article 25, in lieu of the four percent (4.0%) wage increase, the position of Battalion Chief will be re-classified from paygrade 308 to paygrade 307 as non-exempt employees and receive a wage increase of two percent (2.0%).

Additionally, all firefighter pay steps in grade 303 shall be moved back one step and a new step will be added as step 12. All bargaining unit members currently in pay grade 303 will go back one step from their current pay step. (Example – all step 12 firefighters in pay grade 303 shall be moved to pay step 11 after the four percent (4.0%) wage increase is calculated. No member shall be in pay step 12 of 303 until their next anniversary date [after July 1, 2025] with a satisfactory employee evaluation).

Effective July 1, 2025, the 301 and 302 paygrades will sunset and be eliminated from the salary schedules. Bargaining unit employees remaining in the 301 or 302 paygrades shall be moved to the

closest pay step in 303 that provides a minimum of a four percent (4%) wage increase from the employee's current paygrade, but they shall not be eligible for future step increases unless those employees meet the requirements of Section 2. A.

Effective July 1, 2026, the City shall provide each bargaining unit member with a four percent (4.0%) wage increase. Effective July 1, 2026, step 12 will be added to pay grade 307 and the other steps will be adjusted accordingly, see 2026-2027 salary schedule. Effective July 1, 2026, steps 11 and 12 will be added to the pay scale for grades 308 and 309, see 2026-2027 salary schedule. The new pay steps in paygrades 307, 308, and 309 will become effective for employees with a satisfactory employee evaluation upon their anniversary date, beginning on or after July 1, 2026.

The parties understand and agree that any perceived pay inequities (such as, but not limited to, a less tenured or less senior employee moving ahead of another employee) due to salary schedule adjustments, adding steps, or similar terms of this agreement will not result in any grievances.

If Broken Arrow Fraternal Order of Police (FOP) receives any across the board wage increase during the terms of this Agreement (July 1, 2025 through June 30, 2027) above 4%, and/or any increase to longevity above the current schedule in Article 17, the City shall modify this Agreement to include an equivalent increase, retroactively if necessary, up to a maximum of 3% additional wage increase and a maximum of two times the current longevity. This shall apply to both years of this two-year Agreement.

Effective July 1, 2027, or upon opening fire station 8, whichever is earlier, the non-exempt position of District Chief in paygrade 306 shall become active and a promotional process shall be conducted to add one (1) District Chief per shift for a total of three (3) District Chiefs.

Wages for the Firefighters in the bargaining unit shall be set forth in the attached Salary Schedules. The salary schedule includes a $500 annual clothing allowance as previously provided in Article 28.

Bargaining unit members shall be paid on the same bi-weekly payroll schedule all other employees are paid.

During the year just prior to each employee's anniversary date, all bargaining unit employees are to be evaluated individually. Satisfactory performance as shown or not by said evaluations is prerequisite to step increase as set forth in the Schedule.

In such evaluations only that year's performance shall be considered. In the event of no increase, the affected employee may seek a re-evaluation within approximately three (3) months of the anniversary date. In such review, the preceding fifteen (15) months is examined to see whether substantial improvement warrants the step increase for the remainder of the year.

Section 2. Bargaining unit members at pay grade 303 with two (2) years of continuous service, who have had no chargeable accidents in the preceding two years, and whose previous performance evaluation was at least satisfactory are eligible for Relief Driver assignment. Employees meeting the above stated criteria must submit to and successfully complete all practical testing requirements prescribed by the department. Relief Drivers shall serve as Lieutenant in the absence of the regular assigned driver. Pay Step 11 and above in grade 303 shall be eligible only to employees obtaining the Relief Driver assignment. Testing for Relief Driver shall occur twice each fiscal year as scheduled by the Fire Chief. Any bargaining unit member that possesses relief driver certification may serve as Apparatus Driver in the absence of the regular assigned Lieutenant.

A. Pay Step 3 and above in grade 303 shall be eligible only to employees obtaining the Firefighter Specialist classes. These Firefighter Specialist classes will be prominently posted and will not exceed eleven (11) classes as determined by the Fire Chief, but all classes must be offered internally or available within the region with three years of employment. If the classes have been available, but the employee chooses not to participate or fails any class they will not be eligible to move to pay step 3. Participation in the classes will be voluntary, and no overtime, mileage, or meals will be paid to attendees. The city will pay for only one class registration fee for those employees who successfully complete and pass these classes. The city shall allow for time off work to attend required classes not offered internally within three years of employment.

Section 3. Upon promotion, bargaining unit members shall be placed at the first pay step that provides a minimum eight (8) percent increase, not to exceed the top of the range.

Section 4. Those bargaining unit members at the rank of firefighter or Lieutenant who obtain and maintain the Medical Director's Authorization and practice as state licensed paramedics shall receive compensation at pay grade 304. (The Union acknowledges that the Management Rights and Responsibilities article contained in this agreement allows management the right to assign Lieutenants who possess Paramedic certification to a temporary assignment as a firefighter-paramedic for the purpose of providing emergency medical services in an ambulance. A temporary assignment shall not exceed 24 consecutive hours). Movement to these grades shall be subject to the provision of Section 3 in this article.

In an effort to expedite the Medical Director's Authorization process (credentialing), and attainment of the employee's paramedic stipend and 304 pay grade increase, the city will offer a voluntary 40-hour workweek to participate in the Medical Director's Authorization process. Within 30-days of an employee submitting their state paramedic license, the employee may be assigned to a 40-hour workweek, normally for up to three (3) weeks, to participate in the Medical Director's Authorization process. If an employee declines participation in the 40-hour workweek option, the allocation of personnel for the credentialing process shall be subject to the department's operational requirements. The employee shall not be moved to a 304-pay grade until they have completed the Medical Director's Authorization process. No employee shall be entitled to overtime for the completion of the Medical Director's Authorization process.

Bargaining unit members employed after June 1, 2001, who have obtained paramedic certification, shall be required to maintain the paramedic certification as a condition of employment until the bargaining unit member has reached the top step of the firefighter/ paramedic pay range, or until the bargaining unit member reaches the rank of Captain.

Bargaining unit members who do not possess paramedic certification are encouraged to obtain it. As an incentive to obtain paramedic certification, the employer agrees to: (1) pay the tuition and book expense to any bargaining unit member who enrolls and successfully completes the National Registry certification and state paramedic license, (2) grant time off with pay from their regular work schedule to attend clinical and classroom lectures required by the National Registry. These incentive opportunities shall normally be limited to a maximum of six (6) employees at any given time and a maximum of two (2) employees per shift at any given time. In the event more than six (6) employees apply to pursue paramedic certification, the applicant with the greatest seniority will be allowed to attend. It will be within the Fire Chief's sole discretion to allow time off, and/or tuition and book reimbursement not already covered by the agreement to allow additional employees exceeding the normal six (6) on a rolling calendar year. If the bargaining unit member earns the paramedic certification under this program, he/she shall be required to maintain the certification as a condition of employment until reaching the top step of the firefighter / paramedic pay range or for a minimum of five years whichever is greater or the rank of Captain.

Section 5. Bargaining unit members who obtain and maintain the Medical Director's Authorization and practice as an Emergency Medical Technician (including Intermediate or Advance) or a Paramedic as prescribed by Oklahoma State Statutes shall receive the following monthly amounts above the base wage:

A. EMT Basic, Intermediate, or Advanced $135
B. EMT Paramedic $150

In the event an employee's "Authorization" is suspended by the Medical Director, the employee shall not be eligible for the respective stipend or the 304 pay grade compensation until the Medical Director's Authorization is reinstated. The Medical Director shall not suspend an employee's authorization in an arbitrary or capricious manner. Neither the stipend nor pay grade shall be removed until conclusion of an investigation and shall not be removed retroactively.

The benefits in this article shall not be cumulative.

Section 6. Bargaining unit members shall be eligible for compensation as described below for possessing a degree from an accredited college or university. The amount of the compensation shall be $50 per month for an associate degree or $100 per month if the associate degree is in the field of Fire Protection Technology, Paramedic or Nursing or $100 per month for a bachelor's Degree. Bargaining unit members with a bachelor's degree in the field of Fire Protection Technology, Paramedic or Nursing shall receive $150 per month. Bargaining unit members are eligible for education incentive pay for a master's degree of $200 per month. Bargaining unit members may be reimbursed the tuition and book expenses upon satisfactory completion of a college

course(s) that is considered fire related. The reimbursement amount will be based on the following schedule:

If the bargaining unit member earns a "C" or above in a course reimbursement shall be at 100%.

If the bargaining unit member earns a grade below "C" or withdraws from the course no reimbursement shall be provided.

The maximum amount reimbursed shall be based on the tuition, fees and book expense established by the State Regents for Higher Education for Oklahoma State supported public institutions and shall not exceed $1,200 per semester. A bargaining unit member holding multiple degrees shall only receive the compensation identified for the highest single degree for which the employee qualifies. The following degree programs shall be considered fire-related: Fire Protection Technology, Paramedic and Nursing or other specific programs as approved by Management.

Section 7. Those bargaining unit members, at or above pay grade 304, who obtain IFSAC, Proboard or other Instructor II certification, such other certification program to be approved in advance by the Fire Chief, shall receive $100 per month. Any employee receiving this certification pay may be used to provide training or instruct as directed by management.

Bargaining unit members above grade 303, who meet the requirements of Firefighter Specialist, as described in Section 2, A, shall receive an incentive pay of $100 per month.

Section 8. The position of EMS Officer shall be an assignment and not a promotion. Employees fulfilling the assignment shall retain their most recent rank and paygrade. Members assigned to an EMS Officer position shall receive a monthly stipend of five hundred dollars $500. EMS Officer of Field Operation assignment employees shall be assigned to each of the three twenty-four (24) hours shifts to fulfill the duties as outlined in the EMS Officer job description.

Section 9. Effective December 1, 2023, all out of class pay will be included in wages.

Section 10. Any 24-hour shift employee assigned by the Fire Chief to transfer to a 40-hour workweek shall receive a $125 stipend for each consecutively completed 40-hour work period. Employees on department approved training leave or who are unable to perform their job duties and placed on paid Administrative Duty or Light Duty shall not receive the stipend. All stipend requests shall be made within thirty (30) calendar days of completing a 40-hour work period or the employee forfeits the stipend for that period.

ARTICLE 28
UNIFORM ALLOWANCE AND PROTECTIVE GEAR

Section 1. The City will provide each member with a fire helmet, bunker coat, bunker pants, knee boots, day boots, suspenders, gloves, and a flashlight or any other equipment deemed necessary by the Fire Chief.

Such equipment shall be repaired or replaced by the City when in the opinion of the chief officers, such repairs or replacement are deemed necessary. Each member shall be responsible for the proper care and maintenance of the personal gear assigned.

Section 2. All bargaining unit members shall strictly adhere to the uniform standard established by the department. Any firefighter not conforming to the standard shall be subject to disciplinary action.

Section 3. All bargaining unit members will maintain a minimum of two (2) set of uniforms including two (2) long sleeve shirts, two (2) short sleeve shirts, and two (2) pairs of uniform trousers. All bargaining unit members shall maintain either Nomex or NFPA approved cotton station uniforms; except those bargaining unit members required to wear white shirts may wear similar type as approved by the Fire Chief. Uniforms shall be worn subject to the Fire Department Standard Operating Procedures and General Orders. Periodic uniform inspections will be conducted as directed by the Fire Chief. Notice of the inspection shall be posted on all department bulletin boards a minimum of one shift in advance.

Section 4. The City shall replace, repair or reimburse a bargaining unit member within a reasonable length of time, for any of the below items which are suddenly and unexpectedly damaged, destroyed, stolen or lost, as a result of on-the-job duties:

A. Uniform shirt or pants
B. Uniform patches, badges, nameplates or other required items in the standard uniform.
C. Civilian Clothing (Maximum $100)
D. Watches (Maximum $100)
E. Jewelry (Maximum $200)
F. Weapons (For Fire Marshals only)
G. Hearing Aids
F. Braces
H. Dentures
I. Prescription contact lenses (up to $90)
J. Prescription eyeglasses (up to $200)
K. Leather goods, hearing protection and protective glasses used at the firing range (For Fire Marshals only)
L. Safety Sunglasses that meet ANSI Z87.1-2015 standards for safety eyewear up to a maximum of one hundred and fifty ($150) dollars.

The bargaining unit member shall be required to provide a written explanation to the Fire Chief concerning the circumstances of how the item was damaged, destroyed, stolen or lost. The

bargaining unit member shall also be required to provide a written estimate of repair, replacement or reimbursement of the damaged, destroyed or lost personal property.

Section 5. The City shall provide each Fire Marshal and Fire Investigator personal body armor. Each Marshal and Fire Investigator may select the type of body armor preferred among those approved by management. The City will pay a maximum of $450 toward the purchase of said equipment. Each Marshal shall be required to wear the personal body armor while on duty, however, the Fire Chief may waive such requirement.

ARTICLE 29
DRUG AND ALCOHOL TESTING

The Union and its bargaining unit members agree to comply with all of the provisions described in the Drug and Alcohol Testing regulations as described in the attached Exhibit "B". All testing of bargaining unit members required by the City shall occur during the regular work period of such employee.

ARTICLE 30
PROMOTIONS

Section 1. As has been established by city ordinance and policy the testing and screening methods for promotions are determined by the Fire Chief and will be announced in advance of accepting applications from qualified candidates.

Section 2. Promotion shall be subject to evaluation, seniority, education and ability. Each year of service with the Broken Arrow Fire Department shall count as one point on any competitive examination for promotion for a maximum of 20 points. College hours from a nationally recognized accredited university shall count as points on any competitive examination as follows:

60 – 89 hours of credit – 5 points
90 – 119 hours of credit –7.5 points
120+ hours of credit– 10 points

The sum total of a candidate's written examination and/or skills examination, assessment center raw score, seniority, and education will determine his or her final score and ranking on the promotional eligibility list. Employees will be allowed to review promotional tests at an appropriate time.

Section 3. The Union may appoint a bargaining unit member to observe promotional testing. The appointee shall be at or above the rank for which testing is being held and shall be mutually agreed upon by the Union and the Fire Chief and shall abide by all confidentiality requirements of the testing process. However, it is recognized that some of the upper ranks (positions above grade 305) have a limited number of employees and as a result recruiting an observer may be difficult.

Therefore, in those situations when an observer is unattainable the Fire Chief and Union President may mutually agree to select another bargaining unit member to serve as the observer.

Section 4. Promotion ranking lists shall remain in effect for 12 months from the date of the first promotion from that list. The Fire Chief shall have the authority to select for promotion from the top three candidates on any promotional eligibility list. In the event the Fire Chief exercises the option to choose a lower scoring candidate for promotion out of the top three candidates, any higher scoring candidate shall be given a written explanation as to why he/she was not chosen for the position.

Section 5. Each year, at a time determined by the Fire Chief, the City will schedule an assessment center orientation. Any interested bargaining unit member may attend. The orientation will provide information on how an assessment center works and may provide examples of job-simulated exercises. Employees are encouraged, but not required to attend.

Section 6. The eligibility cut-off for all promotions shall be the date the vacancy occurred.

All promotions to vacant positions shall be made within a maximum of one-hundred eighty (180) days from the date of the vacancy when there is not an active promotional eligibility list. Any extension of this maximum timeline shall require a written and signed agreement by both parties. In the event there is no such agreement and a promotion extends beyond the one-hundred eighty (180) day maximum, the resulting promotion to a vacant position shall be effective, in all respects, including but not limited to wages, benefits and seniority, not later than the one-hundred eightieth (180th) day as herein stated.

Section 7. Within 30 days of a promotion the bargaining unit member will participate in an orientation program where in general the duties and responsibilities and expectations of the recently promoted employee will be discussed.

ARTICLE 31
SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application and to this end, the provisions of this Agreement are severable.

Section 2. It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribed hereto.

Section 3. Any appendices to this Agreement shall be numbered, dated and signed by the Employer and the Union, and shall be subject to the provision of this Agreement unless the terms of said appendices specifically delete or change a provision of this Agreement, and all appendices shall become a part of this Agreement as if specifically set forth herein.

Section 4. It is understood and agreed that the time limits found in this Agreement may be extended by mutual concurrence.

ARTICLE 32
DEATH BENEFIT

Section 1. The City shall provide a special death benefit in the amount of $25,000 to the survivor of any employee covered by this Agreement who dies while employed with the City of Broken Arrow. For purposes of this Agreement, survivor shall be the person(s) who is indicated as the beneficiary of the employee's pension or as otherwise provided by law.

ARTICLE 33
CITY ISSUED WEAPON

Section 1. The City agrees to allow a retiring bargaining unit member in the Fire Prevention Division with a minimum of 20 years of service the opportunity to retain their city issued handgun at no cost. No benefit is provided to any Fire Prevention member who retires with less than 20 years of service. The handgun must be transferred out of the City's name to the employee's name and the appropriate A.T.F weapons forms must be properly completed. Any and all fees will be at the expense of the employee.

ARTICLE 34
DURATION OF AGREEMENT

This contract shall be effective as of the 1st day of July 2025 and shall remain in force and effect until June 30, 2027.

IN WITNESS WHEREOF, the parties have hereunto set their hands this __ day of _____, 2025.

CITY OF BROKEN ARROW, OKLAHOMA
Municipal Corporation

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

Agreed as to form and legality: _____
CITY ATTORNEY

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 2551

BY: _____
PRESIDENT – IAFF Local 2551

ATTEST: _____
SECRETARY

SALARY SCHEDULE

Fire Fiscal Year 2025-2026

Position (Pay Grade)	Step 1	2	3	4	5	6	7	8	9	10	11	12
Firefighter Specialist (303)												
Annual	$68,838.7525	$71,335.4948	$73,788.2978	$76,310.4716	$79,147.4928	$82,018.8333	$85,099.8140	$87,974.2948	$91,439.1117	$95,044.2298	$98,370.7330	$101,912.0794
Biweekly	$2,647.6443	$2,743.6729	$2,838.0115	$2,935.0181	$3,044.1343	$3,154.5705	$3,273.0698	$3,383.6267	$3,516.8889	$3,655.5473	$3,783.4897	$3,919.6954
Hourly Rate	$23.6397	$24.4971	$25.3394	$26.2055	$27.1798	$28.1658	$29.2238	$30.2110	$31.4008	$32.6388	$33.7812	$34.9973
Lieutenant (304) Firefighter Paramedic (304)												
Annual	$79,681.4857	$82,254.8893	$84,979.9984	$88,046.4026	$91,152.6216	$94,483.8422	$97,586.5178	$100,955.5587	$103,454.8599	$107,537.2140	$111,781.1609	$115,693.6684
Biweekly	$3,064.6725	$3,163.6496	$3,268.4615	$3,386.4001	$3,505.8701	$3,633.9939	$3,753.3276	$3,882.9061	$3,979.0331	$4,136.0467	$4,299.2754	$4,449.7565
Hourly Rate	$27.3631	$28.2469	$29.1827	$30.2357	$31.3024	$32.4464	$33.5119	$34.6688	$35.5271	$36.9290	$38.3864	$39.7300
Captain (305)												
Annual					$98,459.4188	$102,165.3946	$105,754.7692	$109,421.3545	$113,739.3932	$118,231.2037	$121,777.6021	$126,040.0720
Biweekly					$3,786.9007	$3,929.4383	$4,067.4911	$4,208.5136	$4,374.5920	$4,547.3540	$4,683.7539	$4,847.6951
Hourly Rate					$33.8116	$35.0843	$36.3169	$37.5760	$39.0589	$40.6014	$41.8192	$43.2830
Deputy Fire Marshal (305)												
Annual	$85,205.0319	$88,555.5816	$91,636.5411	$95,028.8576	$98,459.4188	$102,165.3946	105,754.7692	$109,421.3545	$113,739.3932	$118,231.2037	$121,777.6021	$126,040.0720
Biweekly	$3,277.1166	$3,405.9839	$3,524.4824	$3,654.9561	$3,786.9007	$3,929.4383	$4,067.4911	$4,208.5136	$4,374.5920	$4,547.3540	$4,683.7539	$4,847.6951
Hourly Rate	$29.2600	$30.4106	$31.4686	$32.6335	$33.8116	$35.0843	$36.3169	$37.5760	$39.0589	$40.6014	$41.8192	$43.2830

Training Officer (305)												
Annual	$85,205.0319	$88,555.5816	$91,636.5411	$95,028.8576	$98,459.4188	$102,165.3946	$105,754.7692	$109,421.3545	$113,739.3932	$118,231.2037	$121,777.6021	$126,040.0720
Biweekly	$3,277.1166	$3,405.9839	$3,524.4824	$3,654.9561	$3,786.9007	$3,929.4383	$4,067.4911	$4,208.5136	$4,374.5920	$4,547.3540	$4,683.7539	$4,847.6951
Hourly Rate	$40.9640	$42.5748	$44.0560	$45.6870	$47.3363	$49.1180	$50.8436	$52.6064	$54.6824	$56.8419	$58.5469	$60.5962
District Fire Chief (306)												
Annual	Effective July 1, 2027, or upon opening Fire Station 8, whichever is earlier					$110,440.7915	$114,320.9055	$118,284.4842	$122,952.2840	$127,807.9312	$131,641.5879	$136,249.3179
Biweekly						$4,247.7200	$4,396.9600	$4,549.4000	$4,728.9300	$4,915.6900	$5,063.1400	$5,240.3600
Hourly Rate						$37.9261	$39.2586	$40.6197	$42.2226	$43.8901	$45.2066	$46.7889
Battalion Fire Chief (307)												
Annual								$135,645.5479	$141,015.3430	$145,949.8965		
Biweekly								$5,217.1365	$5,423.6670	$5,613.4576		
Hourly Rate								$46.5816	$48.4256	$50.1202		
Fire Marshal (308)												
Training Major (308)												
Annual			$103,688.55	$109,823.68	$116,346.69	$123,292.49	$130,587.61	$138,305.56	$143,779.16	$148,811.12		
Biweekly			$3,988.02	$4,223.99	$4,474.87	$4,742.02	$5,022.60	$5,319.44	$5,529.97	$5,723.50		
Hourly Rate			$49.85	$52.80	$55.94	$59.28	$62.78	$66.49	$69.12	$71.54		
Deputy Fire Chief (309)												
Annual								$156,930.46	$161,949.72	$167,618.13		
Biweekly								$6,035.79	$6,228.84	$6,446.85		
Hourly Rate								$75.45	$77.86	$80.59		

SALARY SCHEDULE
Fire Fiscal Year 2026-2027

Position (Pay Grade)	Step 1	2	3	4	5	6	7	8	9	10	11	12
Firefighter Specialist (303)												
Annual	$71,592.3026	$74,188.9146	$76,739.8297	$79,362.8905	$82,313.3925	$85,299.5867	$88,503.8066	$91,493.2666	$95,096.6762	$98,845.9990	$102,305.5624	$105,783.9515
Biweekly	$2,753.5501	$2,853.4198	$2,951.5319	$3,052.4189	$3,165.8997	$3,280.7533	$3,403.9926	$3,518.9718	$3,657.5645	$3,801.7692	$3,934.8293	$4,068.6135
Hourly Rate	$24.5853	$25.4770	$26.3530	$27.2537	$28.2670	$29.2924	$30.3928	$31.4194	$32.6568	$33.9444	$35.1324	$36.3269
Lieutenant (304)												
Firefighter Paramedic (304)												
Annual	$82,868.7451	$85,545.0849	$88,379.1984	$91,568.2587	$94,798.7265	$98,263.1959	$101,489.9785	$104,993.7810	$107,593.0543	$111,838.7025	$116,252.4074	$120,321.4151
Biweekly	$3,187.2594	$3,290.1956	$3,399.1999	$3,521.8561	$3,646.1049	$3,779.3537	$3,903.4607	$4,038.2223	$4,138.1944	$4,301.4886	$4,471.2464	$4,627.7467
Hourly Rate	$28.4577	$29.3767	$30.3500	$31.4451	$32.5545	$33.7442	$34.8523	$36.0556	$36.9482	$38.4061	$39.9218	$41.3192
Captain (305)												
Annual					$102,397.7956	$106,252.0103	$109,984.9599	$113,798.2087	$118,288.9689	$122,960.4518	$126,648.7062	$131,081.6749
Biweekly					$3,938.3768	$4,086.6158	$4,230.1908	$4,376.8542	$4,549.5757	$4,729.2481	$4,871.1041	$5,041.6029
Hourly Rate					$35.1641	$36.4876	$37.7696	$39.0791	$40.6212	$42.2254	$43.4920	$45.0143
Deputy Fire Marshal (305)												
Annual	$88,613.2332	$92,097.8049	$95,302.0027	$98,830.0119	$102,397.7956	$106,252.0103	$109,984.9599	$113,798.2087	$118,288.9689	$122,960.4518	$126,648.7062	$131,081.6749
Biweekly	$3,408.2013	$3,542.2233	$3,665.4616	$3,801.1543	$3,938.3768	$4,086.6158	$4,230.1908	$4,376.8542	$4,549.5757	$4,729.2481	$4,871.1041	$5,041.6029
Hourly Rate	$30.4304	$31.6270	$32.7273	$33.9389	$35.1641	$36.4876	$37.7696	$39.0791	$40.6212	$42.2254	$43.4920	$45.0143

Training Officer (305)												
Annual	$88,613.2332	$92,097.8049	$95,302.0027	$98,830.0119	$102,397.7956	$106,252.0103	$109,984.9599	$113,798.2087	$118,288.9689	$122,960.4518	$126,648.7062	$131,081.6749
Biweekly	$3,408.2013	$3,542.2233	$3,665.4616	$3,801.1543	$3,938.3768	$4,086.6158	$4,230.1908	$4,376.8542	$4,549.5757	$4,729.2481	$4,871.1041	$5,041.6029
Hourly Rate	$42.6025	$44.2778	$45.8183	$47.5144	$49.2297	$51.0827	$52.8774	$54.7107	$56.8697	$59.1156	$60.8888	$63.0200

District Fire Chief (306)	Effective July 1, 2027, or upon opening Fire Station 8, whichever is earlier											
Annual						$114,858.4275	$118,893.7440	$123,015.8626	$127,870.3741	$132,920.2488	$136,907.2535	$141,699.2941
Biweekly						$4,247.7200	$4,396.9600	$4,549.4000	$4,728.9300	$4,915.6900	$5,063.1400	$5,240.3600
Hourly Rate						$39.4431	$40.8289	$42.2445	$43.9115	$45.6457	$47.0149	$48.6605

Battalion Fire Chief (307)												
Annual									$141,071.3698	$146,655.9568	$151,787.8923	$156,341.5291
Biweekly									$5,425.8219	$5,640.6137	$5,837.9959	$6,013.1357
Hourly Rate									$48.4448	$50.3626	$52.1250	$53.6887

Fire Marshal (308)												
Training Major (308)												
Annual			$107,836.0921	$114,216.6292	$121,000.5595	$128,224.1932	$135,811.1149	$143,837.7840	$149,530.3281	$154,763.5628	$160,954.1054	$167,392.2696
Biweekly			$4,147.5420	$4,392.9473	$4,653.8677	$4,931.6997	$5,223.5044	$5,532.2225	$5,751.1665	$5,952.4447	$6,190.5425	$6,438.1642
Hourly Rate			$51.8443	$54.9118	$58.1733	$61.6462	$65.2938	$69.1528	$71.8896	$74.4056	$77.3818	$80.4771

Deputy Fire Chief (309)												
Annual								$163,207.6815	$168,427.7097	$174,322.8551	$179,552.5408	$184,939.1170
Biweekly								$6,277.2185	$6,477.9888	$6,704.7252	$6,905.8670	$7,113.0430
Hourly Rate								$78.4652	$80.9749	$83.8091	$86.3233	$88.9130

Exhibit B

Drug and Alcohol Testing Policy (Non-DOT)

1.0 PURPOSE

The City of Broken Arrow considers its employees to be its most valuable resource and is concerned about the health, safety, wellbeing, and satisfactory work performance of all employees. The use, abuse, and dependence on alcohol and/or drugs can seriously affect the health of employees, jeopardize their own safety and that of others, as well as impair job performance.

2.0 ORGANIZATIONS AFFECTED

This Policy shall apply to all employees of the City of Broken Arrow ("City") with the exception of employees governed by the Department of Transportation drug and alcohol testing regulations for commercial drivers. Those persons should refer to the City's Drug and Alcohol Testing Policy (DOT).

3.0 POLICY

The possession, use, manufacture, dispensation, sale, or distribution of alcohol, illegal drugs, synthetic drugs, and/or kratom, (this includes illegally obtained prescription medication) while on duty or while in or on City property is prohibited.

Being under the influence of alcohol and illegal drugs (this also includes illegally obtained prescription medications), synthetic drugs, and/or kratom, while on duty or while in or on City property is prohibited.

Employees who violate any aspect of this policy (including receiving a confirmed positive test result or refusing to submit to testing) may be subject to disciplinary action, up to and including termination. Employees may also be subject to suspension with pay pending further investigation. In addition, the City may, at its' discretion, require employees who violate this policy to successfully complete a substance abuse assistance or rehabilitation program as a condition of continued employment.

Medical Marijuana Notice: The City prohibits the use, possession, or consumption of marijuana, including medical marijuana, on its property or premises as well as during an employee's hours of employment or fulfillment of employment obligations regardless of whether an employee holds a medical marijuana license (MML). The City prohibits all employees from being under the influence of marijuana, including medical marijuana or medical marijuana product, while at work or during the fulfillment of any employment obligations, regardless of whether an employee has an MML. The City

will discipline, up to and including termination, any employee in a Safety-Sensitive Position or performing safety-sensitive job duties, as defined in this policy, who tests positive for marijuana, its components, or metabolites, regardless of whether that employee holds an MML. No employee needs to disclose that he or she holds an MML except if an employee tests positive for marijuana, in which case that employee may be asked to produce a valid Oklahoma MML for inspection and consideration.

4.0 DEFINITIONS

4.1 "Alcohol" means ethyl alcohol or ethanol.

4.2 "City property" includes, but is not limited to, any City facility, employee or contractor parking lots, and City or contractor owned or leased vehicles, vessels, aircraft, and other equipment.

4.3 "Confirmation test" means a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the prior drug or alcohol test. Where a breathalyzer test is utilized, a confirmation test means a second sample test that confirms the prior result. Where a single-use test is utilized, a confirmation test means a second test confirmed by a testing facility. A breath or blood specimen may be used for the confirmation test for alcohol. A urine, saliva, or blood specimen may be used for the confirmation test for drugs.

4.4 "Drug or alcohol test" means a chemical test administered for the purpose of determining the presence or absence of a drug of its metabolites or alcohol in a person's bodily tissue, fluids, or products.

4.5 "Drugs" include, but are not limited to, amphetamines, cannabinoids (for example marijuana, hashish), cocaine, phencyclidine (PCP), hallucinogens (for example LSD), methaqualone, opiates / synthetic narcotics (for example codeine, heroin, morphine), barbiturates, benzodiazepines, designer drugs, or a metabolite of any of the substances listed herein. The substances tested shall be for drugs and alcohol as defined in the Standards for Workplace Drug and Alcohol Testing Act, including controlled substances approved for testing by rule by the State Commissioner of Health. In addition, employees can be tested for Kratom and synthetic drugs.

4.6 Synthetic drugs are man-made substances that are designed to mimic the effects of naturally occurring drugs such as marijuana, cocaine, or ecstasy. Synthetic drugs are often referred to as designer drugs or novel psychoactive substances.

4.7 "Employees" means all City employees except those subject to the drug and alcohol testing policy for Commercial Drivers. If you have questions, see your

department director of Human Resources.

4.8 "Medical Review Officer" - means a person, qualified by the State Board of Health, who is responsible for receiving results from a testing facility which have been generated by the City's drug or alcohol testing program, and who has knowledge and training to interpret and evaluate an individual's test result together with the individual's medical history and any other relevant information.

4.9 "On duty" means any time an employee is acting on behalf of the City, any time during which the employee is being compensated by the City, and non-paid breaks of one hour or less.

4.10 A "positive" test result means that the drug or alcohol test indicated the presence of a drug, its metabolite, or alcohol at or above the cutoff level, established by the State Board of Health.

4.11 "Safety-Sensitive Position" or "performing safety-sensitive job duties" is defined in Section 14.

4.12 "Sample" means tissue, fluid, or product of the human body chemically capable of revealing the presence of drugs or alcohol in the human body.

4.13 "Testing facility" means any person, including any laboratory, hospital, clinic or facility, either off or on the premises of the employer, which provides laboratory services to test for the presence of drugs or alcohol in the human body.

5.0 RESPONSIBILITY

5.1 Employee: It is the responsibility of each employee when reporting to work to be free from the influence and use of any illegal drug or alcohol and to comply with the City's Alcohol and Drug Free Workplace Policy.

5.2 Supervisor, Manager, Department Director: It is the responsibility of supervisors, managers, department directors and other administrative employees to administer this policy and identify and report possible violations of this policy to the Human Resources Department.

5.3 Human Resources Department: It is the responsibility of the Human Resources Department to periodically schedule substance abuse education and awareness training for employees, drug and alcohol detection training to supervisory and management personnel, schedule when necessary drug and alcohol testing and

to maintain confidential records of such results (see also section 12).

5.4 Employee Assistance Program: The City currently maintains an Employee Assistance Program which means an in-house or contracted program which at a minimum provides drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment or rehabilitation.

6.0 TYPES OF TESTING

6.1 Applicant Testing: Upon a conditional offer of employment, all applicants for employment will be required to undergo drug testing. Refusing to submit to testing or a confirmed positive test result is grounds to refuse to hire.

6.2 For Cause Testing: The City may require an employee to undergo drug or alcohol testing if it reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

1. drugs or alcohol on or about the employee's person or in the employee's vicinity,

2. conduct on the employee's part that suggests impairment or influence of drugs or alcohol,

3. a report of drug or alcohol use while at work or on duty, or

4. information that an employee has tampered with drug or alcohol testing at any time.

6.3 Post-accident Testing: The City may require an employee to undergo drug or alcohol testing if the employee or another person has sustained an injury while at work or property has been damaged while at work, including damage to equipment.

6.4 Random Testing: The City may require the following employees to undergo drug or alcohol testing on a random selection basis: 1) police or peace officers including all bargaining unit members of the Fraternal Order of Police; 2) those with drug interdiction responsibilities; 3) those authorized to carry firearms; 4) those engaged in activities which directly affect the safety of others such as firefighters, EMS personnel including all bargaining unit members of the International Association of Firefighters, employees who operate any City construction equipment or any City vehicles, dispatchers or any employee assigned to operate communication equipment or jailers; 5) those who work in direct contact with inmates in the custody of the Department of Corrections or work in direct contact with juvenile delinquents or children in need of supervision in the custody of the Department of Human Services.

"Random Selection Basis" means a mechanism for selecting employees for drug or alcohol testing that results in an equal probability that any employee from the group of employees subject to the selection mechanism will be selected which, does not give the City discretion to waive the selection of any employee selected under the mechanism.

Every employee who is selected for random drug or alcohol testing shall proceed to the test site immediately upon notification, unless the employee is actively performing a safety-sensitive function at the time of notification which will not reasonable allow his or her replacement. In such cases, the employee's supervisor shall ensure that the employee proceeds to the testing site as soon as possible.

Generally, employees will be informed that they have been selected to submit samples after they have arrived at work on the day of collection. Specimen collection shall occur as soon as possible after the beginning of the work shift.

6.5 Post-rehabilitation Testing: If an employee is allowed to return to work after a confirmed positive test result or following participation in a drug/alcohol dependency treatment plan, the employee will be subject to drug and alcohol tests without notice for a period of up to two years from the date of the employee's return to work.

6.6 Results and confirmation testing: Positive results will receive a confirmation test. If the confirmation test yields a positive result, the test result will be a "confirmed positive."

The employee or applicant may have the same sample re-tested if the employee/applicant requests, in writing, such a re-test within twenty-four

(24) hours of receipt of notification of the positive result in order to challenge the results. See also Section 9.0, titled Cost of Testing. In addition, the employee or applicant shall, at all times, have the right to explain the test results in confidence.

7.0 Testing Methods and Collection Procedures

All collection and testing shall be done in accordance with the rules promulgated by the State Board of Health.

All sample collection and testing for drugs and alcohol pursuant to the provisions of this act shall be conducted in accordance with the following conditions:

1. Samples shall be collected and tested only by individuals deemed

qualified by the State Board of Health and may be collected on the premises of the employer;

2. Only samples deemed appropriate by the State Board of Health for drug and alcohol testing shall be collected;

3. The collection of samples shall be performed under reasonable and sanitary conditions;

4. A sample shall be collected in sufficient quantity for splitting into two separate specimens, pursuant to rules of the State Board of Health, to provide for any subsequent independent analysis in the event of challenge of the test results on the main specimen;

5. Samples shall be collected and tested with due regard to the privacy of the individual being tested. In the instances of urinalysis, no employer or representative, agent or designee of the employer shall directly observe an applicant or employee in the process of producing a urine sample; provided, however, collection shall be in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples;

6. Sample collection shall be documented, and the documentation procedures shall include:

   a. labeling of samples so as reasonably to preclude the probability of erroneous identification of test results, and

   b. an opportunity for the applicant or employee to provide notification of any information which the applicant or employee considers relevant to the test, including identification of currently or recently used prescription or nonprescription drugs, or other relevant information;

7. Sample collection, storage, and transportation to the testing facility shall be performed so as to reasonably preclude the probability of sample contamination or adulteration;

8. Sample testing shall conform to scientifically accepted analytical methods and procedures. Testing shall include confirmation of any positive test result by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by Board rule, at the cutoff levels as determined by Board rule, before the result of any test may be used as a basis for

refusal to hire a job applicant or any action by an employer pursuant to Section 10 herein; and

9. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required.

8.0 Time of Testing

All testing of current employees required by the City shall occur during or immediately after the regular work period of such employee and shall be deemed work time for purposes of compensation and benefits to an employee.

9.0 Cost of Testing

The City shall pay all costs of testing for drugs or alcohol required under this policy, including confirmation tests required. The City will pay the cost of transportation if the testing of a current employee is conducted at a place other than the workplace. Provided, however, an individual who requests a retest under Section 6.1.6 shall pay all costs of the retest, unless the retest reverses the findings of the challenged positive test in which case, the City shall reimburse the individual for the costs of the retest.

10. Potential Adverse Personnel Actions

10.1 If an employee reports to Human Resources that he or she has a drug or alcohol abuse problem prior to being requested to test under this policy and prior to being charged with violating any provision of this policy, that employee will be given the option to complete a City approved rehabilitation program and agree to the post rehabilitation testing as described in Section 6.5. If the employee accepts that option and completes all requirements listed herein, the employee will not receive any discipline for self-reporting. However, at all times, the employee remains subject to this policy. Merely selecting the option described herein does not relieve the employee of discipline which may be imposed due to a positive result as described in this section or which may be imposed for any other violation of this or any other regulation, policy, practice, law or the like.

10.2 The City may take disciplinary action, up to and including termination, against an employee who refuses to undergo drug or alcohol testing or who tests positive for the presence of drugs or alcohol. Such discipline will follow a pre-determination hearing, if applicable. In addition to the alleged offense, the appropriate course of action shall be determined based on the employee's total work record including but not limited to any prior drug or alcohol problems.

10.3 The City, in its sole discretion, may offer continued employment after discovering a violation of this regulation which shall be contingent upon the employee agreeing in writing to undergo Post-Rehabilitation Testing as provided

in Section 6.5 and to satisfactorily participate in the Employee Assistance Program or another program recommended by the EAP as directed by the City.

10.4 Grievances arising from implementation and operation of this drug testing policy will be handled through the Grievance Policy or applicable collective bargaining procedures.

10.5 **Medical Marijuana Notice:** The consequences described in this section will apply to a person who tests positive for marijuana if that person (i) does not possess a valid Oklahoma medical marijuana license (MML); or (ii) possesses, consumes, or is under the influence of medical marijuana or medical marijuana product while at the place of employment of during the fulfillment of employment obligations; or (iii) is or would be assigned to a Safety-Sensitive Position or is performing safety-sensitive job duties, as defined in this policy.

11. Rights of an Applicant or Employee to Explain Test Results

An applicant or employee may have a reasonable opportunity to explain, in confidence, any reasons that the test result, in the applicant's or employee's opinion, may have been positive, including the opportunity to explain in confidence to the City's Medical Review Officer the presence of any drug in the applicant or employee's system, or any other relevant information, and to substantiate such explanation with medical evidence.

12. Confidential Records

Records of all drug and alcohol test results and related information maintained by the City shall be the property of the City and, upon the request of the applicant or employee tested, shall be made available for inspection and copying to the applicant or employee tested. The City will not release such records to any person other than the applicant or employee tested, except that the City may release the records for any of the following purposes:

1. As admissible evidence by the City or the individual tested in a case or proceeding before a court of record or administrative agency if either the City of the individual tested are names parties in the case or proceeding;

2. In order to comply with a valid judicial or administrative order; or

3. To the City's employees, agents and representatives who need access to such records in the administration of the Standards For Workplace Drug and Alcohol Testing Act.

Notwithstanding the foregoing, the City may enter into a contract with another employer allowing the entities to share the results of drug or alcohol testing of any tested person who works pursuant to such contractual agreement.

13. Available Appeal Procedures

Any employee who disagrees with a personnel action taken as a result of his or her refusal to undergo drug or alcohol testing, or because of a test result, will upon request, be given an opportunity to discuss such matter with the Human Resources Director, or his or her designated representative. Such discussion shall constitute the employee's or applicant's appeal to any personnel action taken, except to the extent that the employee has other grievance rights via City personnel policies and procedures or a collective bargaining agreement.

14. Safety-Sensitive Position or performing safety-sensitive job duties

Being in a Safety-Sensitive Position or performing safety-sensitive job duties includes tasks or duties that the City reasonably believes could affect the safety and health of the employee performing the task or others.

Safety-Sensitive Positions: The City's designated Safety-Sensitive Positions are maintained, reviewed and updated as needed, on the City's Safety-Sensitive Position List.

Generally, the City designates any employee engaged in the following duties as an employee in a Safety-Sensitive Position and/or performing safety-sensitive job duties:

1. The handling, packaging, processing, storage, disposal or transport of hazardous materials,
2. The operation of a motor vehicle, other vehicle, equipment, machinery or power tools,
3. Repairing, maintaining or monitoring the performance or operation of any equipment, machinery or manufacturing process, the malfunction or disruption of which could result in injury or property damage,
4. Performing firefighting duties,
5. The operation, maintenance or oversight of critical services and infrastructure including, but not limited to, electric, gas, and water utilities, power generation or distribution,
6. The extraction, compression, processing, manufacturing, handling, packaging, storage, disposal, treatment or transport of potentially volatile, flammable, combustible materials, elements, chemicals or

any other highly regulated component,
7. Dispending pharmaceuticals,
8. Carrying a firearm, or
9. Direct patient care of direct child care.

The City designates any employee driving a vehicle in the course and scope of employment as performing safety-sensitive job duties. This shall include any time spent preparing to drive which shall ordinarily be not more than thirty minutes prior to driving.
The City reserves the right to modify the Safety-Sensitive Positions List in keeping with the law as positions or duties may change from time to time. If you have a question as to whether your job has been designated a Safety-Sensitive Position or whether you are performing safety-sensitive job duties, as your manager or Human Resources.

15. Questions about this policy

This Policy is governed by and subject to the laws of the State of Oklahoma, Okla. Stat. tit. 40 § 551 et seq. Should you have any questions about this Policy, please contact the Human Resources Department.

COLLECTIVE BARGAINING AGREEMENT

Between

The City of Broken Arrow, Oklahoma
and
International Association of Firefighters,
Local No. 2551
For Fiscal Year 2025-2027

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ARTICLE 1
PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement, entered into by and between the CITY OF BROKEN ARROW, OKLAHOMA, hereinafter referred to as EMPLOYER, and LOCAL NO. 2551, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, hereinafter referred to as UNION, to achieve and maintain harmonious relations between the parties hereto and to provide for the equitable and orderly adjustment of grievances which may arise during the term of this Agreement. That the Union and Management shall conduct themselves so as to reflect favorably upon and improve the public standing of the City and of the Union.

ARTICLE 2
RECOGNITION

Section 1. The employer recognizes the Union as the exclusive bargaining agent for fire fighters of the Fire Department, except the Chief, one designated assistant, and all probationary employees.

ARTICLE 3
AUTHORITY AND TERM

Section 1. The Employer and the Union have, by these presents, reduced to writing, the collective bargaining Agreement resulting from negotiations entered into by the Employer and the Union.

Section 2. The term of this Agreement shall be effective as of July 1, 2025 and shall remain in full force and effect until midnight June 30, 2027. The parties agree that the monetary portions of the 2026-2027 agreement are subject to appropriations of adequate and sufficient funds at the beginning of the City's 2026-2027 fiscal year. In the event that the City is unable to or fails to appropriate adequate and sufficient funds by June 30, 2026 for the term of the 2026-2027 agreement, the 120-day notification period required by the agreement shall be waived and the City and the Union shall immediately enter into good faith collective bargaining for the 2026-2027 fiscal year on monetary issues only. Any agreement reached thereafter on monetary issues shall be effective as of July 1, 2026.

Section 3. The term of this Agreement shall not exceed one (1) year; provided, that any such Agreement shall continue from year to year and be automatically extended for one (1) year terms unless written notice of request for bargaining is given by either the Employer or the Union at least thirty (30) days before the anniversary date of such negotiated Agreement; provided further, by mutual consent, this Agreement shall remain in full force and effect after June 30th, so long as negotiations are in progress.

The parties understand that there is an outstanding legal issue with respect to obligatory contract continuation. To the extent allowable by law or agreement, all contractual obligations shall cease to be enforceable on the date said agreement expires, unless extended, by operation of law or specific agreement.

Section 4. Whenever matters requiring appropriations of monies by the Employer are included as matters of collective bargaining, it shall be the obligation of the bargaining agent to serve written notice of request for collective bargaining on the Employer at least one hundred twenty (120) days before the last day on which monies can be appropriated by the Employer to cover the contract period which is the subject of the collective bargaining procedure.

Section 5. It shall be the obligation of the Employer and the Union to meet at reasonable times and confer in good faith within ten (10) days after receipt by the Employer of written notice from the Union requesting a meeting for collective bargaining purposes.

Section 6. In the event the Union and the Employer are unable, within thirty (30) days from and including the date of the first meeting, to reach an Agreement, any and all unresolved arbitrable issues may be submitted to arbitration on the request of either party.

ARTICLE 4
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1. Union recognizes the prerogative of Employer to operate and manage its affairs in all respects and in accordance with its responsibilities, and the power or authority which the Employer has not officially abridged, delegated, granted or modified by this Agreement are retained by the Employer, and all rights, powers and authority the Employer had prior to the signing of this Agreement are retained by the Employer, and remain exclusively and without limitation, within the rights of the Employer.

Section 2. Except as may be limited herein, the Employer retains the rights in accordance with the Constitution, the laws of the State of Oklahoma, and the Charter of the municipality and the responsibilities and duties contained in the laws of the State of Oklahoma and the ordinances and regulations promulgated thereunder:

A. To determine Fire Department policy, including the right to manage the affairs of the Fire Department, in all respects, except as stated above;

B. To assign working hours, including overtime;

C. To direct the members of the Fire Department, including the right to hire, promote, or transfer any Fire Fighter; and, to terminate, suspend or discipline any Fire Fighter for just cause.

D. To determine the table of organization of the Fire Department, including the right to organize and reorganize the Fire Department and the determination of job classifications and ranks based upon duties assigned;

E. To determine the safety, health and property protection measures for the Fire Department;

F. To allocate and assign work to Fire Fighters within the Department;

G. To be the sole judge of the qualification of applicants and training of new employees.

H. To schedule the operations and to determine the number and duration of hours of assigned duty per week.

I. To establish and enforce Fire Department rules, regulations and orders;

J. To introduce new, improved or different methods and techniques of operation of the Fire Department or change existing methods and techniques;

K. To determine the amount of supervision necessary;

L. To control the department budget;

M. To take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency.

ARTICLE 5
PROHIBITION OF STRIKES

Section 1. The Union acknowledges its statutory prohibition against any job action, i.e., strikes, work slowdowns, mass absenteeism, or being party to such activities. Further, the Union shall not be in breach of Agreement where the acts and actions heretofore enumerated are not caused or authorized by the union. Union shall not aid or assist any person or parties engaging in the above-prohibited activities and conduct, or by providing funds, financial or other assistance for the conduct or direction of such activities or for the payment of strike, unemployment or other benefits to those persons or parties participating in such prohibited conduct and activities. However, Union may provide legal representation.

Section 2. Upon notification confirmed in writing by Employer to Union that certain of its members are engaging in a wildcat strike, Union shall immediately, in writing, order such members

to return to work at once, and provide Employer with a copy of such an order, and a responsible official of Union shall publicly order them to return to work. Such characterization of the strike by Employer shall not establish the nature of the strike. Such notification by Union shall not constitute an admission by it that a wildcat strike is in progress or has taken place or that any particular member is or has engaged in a wildcat strike. The notification shall be made solely on the representations of the Employer. In that event that a wildcat strike occurs, Union agrees to take all reasonable effective and affirmative action to secure the members' return to work as promptly as possible.

ARTICLE 6
PREVAILING RIGHTS

Section 1. All rules, regulations, fiscal procedures, working conditions, departmental practices and manner of conducting the operation and administration of the Fire Department currently in effect on the effective date of any negotiated Agreement shall be deemed a part of said Agreement, unless and except as modified or changed by the specific terms of this Agreement.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 1. The Union or any employee covered under this Agreement may file a grievance within ten (10) business days of alleged occurrence as hereinafter defined, and shall be afforded the full protection of this Agreement. Filing a grievance shall be defined as a bargaining unit member submitting a written grievance with sufficient facts including the alleged contract article violation reference(s) so as to reasonably inform the City of the issue(s), to the Union Grievance Committee. [Note: Any rule and/or policy changes shall be mailed out or hand-delivered to the Union president or his designate, and posted.]

Section 2. The Union President, or his or her authorized representative, may report an impending grievance to the Fire Chief or the Fire Chief's designate in an effort to forestall its occurrence. It is understood this effort to report and forestall a grievance shall not impact the time frame requirements in Section 1 unless agreed to in writing by the parties. If the impending grievance is settled at this stage, the settlement shall normally be in writing.

Section 3. Any controversy between the Employer and the Union or any employee concerning the interpretation, enforcement or application of any provision of this Agreement and/or concerning any of the terms or conditions of employment contained in this Agreement, shall be adjusted in the following manner:

Step 1. If an employee is initially desiring to raise a grievance issue, the grievance shall be submitted by the employee to the Union's Grievance Committee for

consideration and response within ten (10) business days of the time when the grievance issue was known or reasonably should have been known to the employee.

Step 2. If the Union Grievance Committee determines a grievance exists, based on an employee grievance issue being raised or by other determination of the Committee, the Union will present the grievance in writing, with sufficient facts including the alleged contract article violation reference(s) and identifying the grievant(s) so as to reasonably inform the City of the issue(s), to the Fire Chief within ten (10) business days of the time when the grievance issue was brought to the Grievance Committee.

Step 3. The Fire Chief or his designee shall respond in writing, including all originally known and related documents and contract references, to the Union President or his designee within ten (10) business days from the receipt of the written grievance. The Fire Chief or his designee shall have a right to meet with the Union President or his designee on the grievance related matters of the employee or Union within the same ten (10) business day timeframe prior to the written grievance response.

Step 4. Within ten (10) business days of the date of the Chief's or his designee's Step 3 response, the Union Grievance Committee, in their sole discretion, shall determine whether or not a grievance continues to exist within the terms and conditions of this Agreement.

Step 5. If the Union's Grievance Committee find a grievance does continue to exist, the Committee shall submit the grievance in writing with sufficient facts, including the alleged contract article violation reference(s) and identifying the grievant(s) so as to reasonably inform the City of the issue(s), to the City Manager for consideration and response.

Step 6. The City Manager or designee shall submit an answer in writing, including all originally known and related document and contract references, to the Fire Chief and the Union President or designee within ten (10) business days of the date of the Union's submission to the City Manager. The City Manager or his designee shall have a right to meet with the Union President and/or his designee on grievance related matters of the employee or the Union within this same ten (10) business day timeframe from receipt of the Union Grievance Committee's submission.

Section 4. If the Union Grievance Committee determines that the parties have not settled the grievance within ten (10) business days of the date of the City Manager's response, the Union shall notify the City in writing, of its request for arbitration within the same ten (10) business days, and it shall be submitted to arbitration as follows:

a. Absent agreement on an arbitrator mutually acceptable to the City and the Union, the parties shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service, or mutually agreed equivalent, within seven (7) business days of the date of receipt of the Union's request for arbitration.

b. Within seven (7) business days from the receipt of such panel, a representative of the Union and the City shall meet or otherwise discuss and alternatively strike names until one (1) arbitrator remains who shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name. Either party may totally reject one full panel and request new arbitrators and a new panel.

c. Upon notification to the Federal Mediation and Conciliation Service, or mutually agreed equivalent, of the selection of the arbitrator, the arbitrator shall be contacted and the future date for the Arbitration Hearing shall normally be determined within fifteen (15) business days from the date the arbitrator is selected. Every reasonable effort shall be made by the parties to ensure this hearing date will be within sixty (60) days of the arbitrator's selection.

Section 5. Within twenty (20) business days after the conclusion of the arbitration hearing (which shall include any agreed briefing period), the arbitrator shall issue a written opinion containing findings and recommendations with respect to the issues presented. A copy of the opinion shall be mailed or delivered to the Union and to the Employer.

Section 6. With respect to the interpretation, enforcement, or application, of the provisions of this Agreement, the decision, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement.

Section 7. The arbitrator's authority shall be limited to the interpretation and application of the terms of this Agreement and/or any supplement thereto. The arbitrator shall have no jurisdiction to establish provisions of a new Agreement or to arbitrate away, in whole or in part, any provisions or amendments thereof. This shall not preclude individual wage grievances.

Section 8. The cost of the impartial arbitrator shall be shared equally between the Union and the Employer. If a transcript of the proceedings is requested, then the party so requesting shall pay for it or, if both parties desire a copy, the parties shall split the cost.

Section 9. All time limits set forth in this Article may be extended in writing by mutual consent of the parties but if not so extended, they must be strictly observed. If a party fails to pursue any grievance within the time limits provided, he shall have no further right to continue the grievance.

Section 10. It is specifically and expressly understood that filing a grievance under this Article, which has as its last step, final and binding arbitration, constitutes an election of remedies and a waiver of any and all rights by both parties, the Union or other representatives, to litigate or otherwise contest the last answer rendered through the Grievance Procedure, in any Court or other appeal forum.

ARTICLE 8
SENIORITY

Section 1. Seniority shall mean the status attained by length of continuous service in the Fire Department. It shall commence from the date on which the employee became a regular employee upon satisfactory completion of one (1) year probationary period.

Section 2. Where two or more employees were initially employed by the Fire Department on the same date, their relative seniority standing shall be determined in the order of their employment application.

Section 3. Seniority shall be lost upon the occurrence of any of the following:

A. Discharge; if not reversed;

B. Resignation;

C. Unexcused failure to return to work after:

(i) the expiration of a formal leave of absence;
(ii) 14 calendar days from delivery of notice to return to work after layoff;
(iii) after having been on layoff for 18 months.

D. Retirement.

ARTICLE 9
MUTUAL RESPONSIBILITY TO AVOID DISCRIMINATION

Section 1. Nothing in this Agreement shall be interpreted as diminishing the obligation of both parties under state, federal and/or community laws respecting the obligation of employers and unions alike to abide by applicable anti-discrimination laws, and affirmative action responsibilities, if any. In this regard, and not by way of limitation, the parties agree to promote anti-discrimination on account of race, color, national origin, religion, sex, union or political affiliation, handicapped status, and any applicable veterans' re-employment rights legislation.

Section 2. To the extent this agreement conflicts with overriding federal, state, or municipal equal employment or anti-discrimination laws, then and only in that event, shall those laws control.

ARTICLE 10
SAFETY AND HEALTH

Section 1. There is hereby created a Joint Safety and Health Committee with the purpose of promoting and encouraging fire fighter safety and health. The Union agrees to appoint two (2) members and the City agrees to appoint two (2) members to the committee with the fifth member being the City's Risk Management and Employee Safety Manager. The Union and the City agree to cooperate to the fullest extent in the promotion of safety and health through full disclosure of any information, results of surveys and/or studies, new forms, procedures, materials, equipment and any new concepts in safety and health applicable to the Joint Safety and Health Committee.

Section 2. The Joint Safety and Health Committee shall meet quarterly and at such other times as deemed necessary by the Fire Chief and/or Union. Any committee member may request a meeting be scheduled with the meeting time being mutually agreeable to a quorum of the committee.

Section 3. Committee members shall be granted time off with pay to conduct investigations of safety and health problems if deemed necessary by the Fire Chief.

Section 4. All recommendations and reports of the Joint Safety and Health Committee are of an advisory nature and shall be in writing and copies submitted to the Fire Chief and the Union. The Fire Chief shall, after receipt of the recommendation, reject or accept the recommendation in writing within ten (10) business days. Within ten (10) business days the Union may appeal the Fire Chief's decision to the City Manager who shall accept or reject the recommendation in writing within fifteen (15) business days.

Section 5. In recognition of the hazardous and physical nature of firefighting, and in recognition of the value of trained, experienced firefighters, the parties agree that the physical fitness of the Broken Arrow firefighters is an area of mutual concern.

Section 6. During the term of this agreement, the Employer and the Union agree to appoint a physical fitness committee with equal representation from both the Employer and the Union. The purpose of such committee shall be for the development of a comprehensive physical fitness incentive program for the mutual benefit of the parties and will review problems, complaints and program changes and recommend solutions for the same.

Section 7. All recommendations and reports from the physical fitness committee are of an advisory nature and shall be in writing and copies submitted to the Fire Chief and the Union. Any recommendations developed during the term of this agreement are non-binding and non-enforceable unless and until they are incorporated into a subsequent Collective Bargaining Agreement.

ARTICLE 11
UNION BUSINESS

Section 1. Any employee elected as an officer of the Union or as a delegate to a Union activity pertaining to the Union business shall be granted a leave of absence without pay, subject to the manning requirements of the Department. Written notice for such leave shall be forwarded to the Chief of the Broken Arrow Fire Department at least five (5) days in advance for approval, unless otherwise waived or approved in writing.

Elected officers or delegates of the union may utilize a one hundred forty-four (144) hour paid leave bank to attend national or state IAFF conventions, conferences, meetings and/or seminars. These conventions, conferences, meetings and/or seminars include the Professional Firefighters of Oklahoma (PFFO). Once the bank is exhausted the officers and/or delegates may use leave without

pay as described in the preceding paragraph. The parties agree that the scheduling of this leave shall result in occupying a vacation scheduling slot(s) as described in Article 18 of this agreement.

The City shall not pay for attendance, travel, meals or accommodations for conventions, conferences, meetings/and or seminars held by the Oklahoma State Firefighters Association (OSFA) or the Professional Firefighters of Oklahoma (PFFO).

Section 2. It is agreed by the Employer that up to three (3) members of the Union's negotiating team shall be allowed time off with pay for all meetings which are mutually set by the Employer and the Union.

Section 3. The duly elected President or Steward of the Union Local may be granted up to two (2) hours, without loss of pay, during each of his regularly scheduled shifts for the purpose of investigating and/or processing alleged or actual grievances from members of the bargaining unit. Such time may be accumulated up to a maximum of four (4) hours. If the elected President or Union Steward works a schedule other than the 24-hour on 48-hour off schedule the above described leave shall be 4 hours per week**.** Such time shall be requested and approved by the Fire Chief and shall be scheduled such that the Fire Department operations are not impeded by the absence from duty. There shall be a maximum of one (1) Steward per shift for this benefit. On January 1 of each year the Union President shall advise the Fire Chief in writing of the name of each Union Steward and shall immediately advise the Fire Chief when a new Union Steward has been appointed.

Section 4. The Union may have a bulletin board within the Fire Stations, their size and location subject to the approval of the Fire Chief. It is for notices concerning Union, educational, recreational and social affairs and such other matters as may be agreed upon by the union and the Employer, and material shall be signed by an officer of the Local. It is understood that material of a political, controversial or inflammatory nature shall not be posted. For the purpose of this Article, political shall be defined to include matters dealing with the administration of public affairs or pertaining to political activities at the local, state or national levels. For the purpose of this Article, inflammatory shall be defined as those comments tending to excite passion, tumult or of a personal derogatory nature, especially those comments directed toward the administration of the fire service, local government, or toward elected officials of the City of Broken Arrow. The Fire Chief or his designee shall be authorized to remove any material from the bulletin boards which does not conform to the intent of this Article. It shall be the responsibility of the Union to maintain the material they post, to ensure prompt removal of outdated material, and further ensure that the posting of such material is limited only to the bulletin boards.

Section 5. Elected officers of the union shall be allowed to attend all regular and special meetings of the union while on duty and without loss of pay. They will immediately return to their assignment at the conclusion of the meeting or if called back to duty by their supervisor. This benefit will not result in creating any call-back, but rather will involve temporary station personnel substitutions.

ARTICLE 12
PHYSICAL HEALTH AND FITNESS FOR DUTY

Section 1. City agrees to continue its health evaluation program, which includes a physical examination every two (2) years. Health evaluations shall commence on the employee's second anniversary of annual City Employment.

Section 2. The physical examination shall consist of the following:

A. Chest x-ray;
B. Blood tests;
C. Electrocardiograph; and
D. Stress test.

The City shall have the right to determine the quality of the physical examination rendered by the physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner); all employees shall be required to participate in all portions of the health evaluations including being seen by the physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner).

Section 3. City agrees to pay all costs of said physical examination by a physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner) of the Employer's choice and a copy of the report shall be forwarded to the employee. Should the employee elect, at his option, to use a physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner) of his own choice, the City agrees to pay an amount to the physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner) of the employee's choice, in an amount equal to that charged for the same physical examination by the physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner) chosen by the City, and the results of said examination shall be forwarded by the employee's physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner) to the City. In no event will the City pay more than a rate it negotiates with a physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner), whomever is less, which the City elects to choose. If an employee elects to use a physician of his own choice, then he shall execute appropriate medical releases for use by the employer. The employee shall not elect to use a current employee of the City of Broken Arrow as their physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner) for purposes of this Article.

If the City's physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner) in the every two years physical examination determines that the employee is not fit for duty, the City shall exercise the fitness-for-duty medical examination procedure in Section 5 of this article. The employee will be placed on paid administrative leave until a fitness-for-duty determination is made. If the employee is found to be fit for duty the employee shall be returned to duty. In the event that a medical diagnosis is made of a sickness or non-job related injury, the administrative leave shall be converted retroactively to sick leave under Article 22. In the event that

a medical diagnosis is made of a work-related sickness or injury, the administrative leave shall be converted to appropriate leave for a work-related sickness or injury. This procedure on follow-up examinations based on an every two years physical examination shall not limit the City's right to require a fitness-for-duty examination under Section 5. This Section 3 is not intended to impact any rights an employee has under Oklahoma workers' compensation law or the Oklahoma firefighter pension statutes.

Section 4. The City shall have the right to schedule examinations throughout the year.

Section 5. The City and Union mutually recognize that the health and physical fitness of its Fire Fighters are of paramount importance. The City agrees that positions will be filled with due regard to the physical capabilities of applicants and in that regard, the City may, at any time, order an employee to undergo fitness-for-duty medical examinations, at the City's expense. The City will advise the employee in writing of the basis for such examination and shall furnish a copy of said examination to the affected employee. If it is determined by the established medical evaluation procedure, that the employee in question is not physically fit for duty, a written explanation will be forwarded to the employee at that time. The employee will be placed on probation and/or suspension from active duty as required by the appropriate medical authority. Should there be any dispute between various physicians regarding fitness for duty the two disputing physicians shall appoint a third neutral physician to examine and review the diagnosis.

Section 6. An employee who is suspended or terminated from active duty for failure to meet physical requirements shall not have any of his accrued legal rights penalized by action of this Article.

ARTICLE 13
COURT AND JURY LEAVE

Section 1. Employees who are required, due to their status as Fire Fighters, and because of their official duties, to serve as Court witnesses or who are summoned as jurors shall be granted time off with pay less the amount received for serving as a Court witness or juror to serve in that capacity.

Section 2. Employees shall be allowed to retain mileage fees provided they furnish their own transportation.

Section 3. If an employee is required to appear in court due to events that occurred while on duty or for job-related matters, and the court date is not during working hours such employee shall be compensated at time and one-half pay.

ARTICLE 14
FUNERAL LEAVE

Section 1. In the event of a death in the immediate family of an employee, a shift employee shall be granted up to two (2) regularly scheduled shifts, off with pay; provided that one of the days includes the funeral. Employees assigned to a 40-hour work week shall receive a maximum of three (3) consecutive working days, provided one day is that of the funeral. The immediate family shall be defined as spouse of the employee, father or mother of the employee, father-in-law or mother-in-law of the employee, brother or sister of the employee, brother-in-law or sister-in-law of the employee, grandmother or grandfather of the employee or employee's spouse, child or grandchild of the employee and legally adopted children and other relatives if the latter are actually members of the employee's household. Funeral leave may be granted for the demise of other persons whose relationship could justify an employee's absence, such as any relative residing permanently with or and dependent upon the employee provided special approval by the Department Head is first obtained.

Section 2. The employee may request an extension of Funeral leave to the Fire Chief, specifying the reason for such extension. If the leave extension is granted by the Chief, it shall be leave without pay although the employee may request vacation. If needed, the Fire Chief shall increase the maximum allowable vacation slots for up to five (5) consecutive shifts to accommodate the use of vacation for an extension of Funeral Leave.

ARTICLE 15
MILEAGE ALLOWANCE

Section 1. Employees required and approved by the Fire Chief to use their private automobiles for Fire Department ordered training or station transfers shall be compensated at the rate established by the Internal Revenue Service for federal income tax purposes. Bargaining unit members that are notified, prior to their regular shift reporting time, that they are being transferred from one station to another for a shift and it is necessary for the employee to take bunker gear for the transfer shall also receive this mileage benefit. However, if the bargaining unit member is notified that he/she is being transferred for two or more consecutive shifts then the employee shall be eligible for one round trip mileage reimbursement only. Mileage shall not be paid to an employee or supervisor for off duty reporting to any assigned worksite for regular or additional duties.

ARTICLE 16
HOURS AND TIME EXCHANGE

Section 1. Shift employees shall work a schedule of twenty-four (24) hours on duty and forty-eight (48) hours off duty, except as outlined below, or elsewhere in the contract. Bargaining unit members assigned to a traditional 40-hour work week may be assigned to an 8-hour 5 day a

week, a 10-hour 4 day a week or a 9-hour 4day/4 hour on the 5th day schedule. Additionally, the Fire Chief may also assign employees to any combination of hours up to 12-hour per shift to complete up to 88 hours in two weeks, so long as it is mutually agreeable with the employee assigned. Hours worked beyond 12 hours per shift or 88 hours in two weeks shall be compensable at time and one-half their base pay. The union acknowledges that assignment of work hours is a management right as provided in Article 4 of this agreement.

Section 2. Time of shift change will be 7:00 a.m.

Section 3. Subject to notification to, and approval of the Fire Chief or appropriate Battalion Chief, the Employer agrees that employees shall have the right to exchange time when the change does not interfere with the operation and non-routine training of the Broken Arrow Fire Department. The privilege of time exchange shall not be abused. Hours exchanged must be reimbursed per federal Fair Labor Standards Act rules. Effective January 1, 2026, no employee shall be eligible to schedule a substitute for time exchange for more than 360 hours per calendar year. As determined by the Fire Chief, a variance may be allowed in extenuating circumstances.

a) When a time exchange is approved, the approval is for the exchange of time between the two employees ("normally assigned" employee and "substitute" employee) listed in the request.

b) Failure of a substitute to report to an approved time exchange or failure of a substitute to complete an approved time exchange shall result in the substitute losing all of his/her time exchange benefit/privileges (neither working for another nor having another work for him/her) for six (6) months from the date of infraction for their first infraction; however, all future infractions by the substitute shall result in a twelve (12) month suspension of his/her time exchange benefit.
    a. The only exception is in the instance of a job-related injury occurring ***during*** the approved time exchange; however, in extenuating circumstances as determined by the Fire Chief a variance may be allowed.
    b. The normally assigned employee will be charged vacation hours for any hours not covered by his/her substitute.

c) Substitute employees shall not be eligible for any leave types or time off provided in the Collective Bargaining Agreement during their approved time exchange.

ARTICLE 17
LONGEVITY

Section 1. The longevity service pay schedule shall be paid by December 1st of each year and will be based upon the years of service a bargaining unit member has with the City of Broken Arrow. The schedule shall be as follows:

FY 2025-2026 ($525/year of service beginning at year 2, maximum years of service 25 years)

Years of Service	Longevity Amount
25	$13,125
24	$12,600
23	$12,075
22	$11,550
21	$11,025
20	$10,500
19	$9,975
18	$9,450
17	$8,925
16	$8,400
15	$7,875
14	$7,350
13	$6,825
12	$6,300
11	$5,775
10	$5,250
9	$4,725
8	$4,200
7	$3,675
6	$3,150
5	$2,625
4	$2,100
3	$1,575
2	$1,050

FY 2026-2027 ($600/year of service beginning at year 2, maximum years of service 25 years)

Years of Service	Longevity Amount
25	$15,000
24	$14,400

23	$13,800
22	$13,200
21	$12,600
20	$12,000
19	$11,400
18	$10,800
17	$10,200
16	$9,600
15	$9,000
14	$8,400
13	$7,800
12	$7,200
11	$6,600
10	$6,000
9	$5,400
8	$4,800
7	$4,200
6	$3,600
5	$3,000
4	$2,400
3	$1,800
2	$1,200

After June 30, 2027 ($650/year of service beginning at year 2, maximum years of service 25 years)

Section 2. Bargaining unit members who terminate their employment before December 1st shall receive a prorated benefit by dividing by twelve the amount of the annual benefit the employee would have received for that year and then multiplying by the number of months worked in the calendar year.

Section 3. All applicable Federal and State withholding taxes and other mandatory deductions will be withheld at the time of payment.

ARTICLE 18
VACATIONS AND HOLIDAYS

Section 1. Every employee shall be eligible to use vacation and holiday leave with pay after one (1) year of service with Employer.

Vacation and holiday leave shall be accrued monthly commencing on an employee's hire date. Subject to vacation and holiday leave scheduling regulations, bargaining unit members may immediately schedule and use all vacation/holiday leave upon accrual.

Years	Monthly Accrual Hours	Annual Vacation & Holiday Hours	Maximum Accumulation
1 through 4 years	30	360	720
5 through 9 years	32	384	768
10 through 14 years	34	408	816
15 through 19 years	36	432	864
20 years and over	38	456	912

Section 2. Any employee who is separated from the service through resignation, death, retirement, or discharge shall be compensated in cash for all unused vacation and holiday time accumulated at the time of said separation at the regular rate of pay.

Section 3. Vacation and holiday leave scheduling for the following calendar year will begin on December 1of the current year. Subject to vacation and holiday leave scheduling regulations, bargaining unit members may schedule their accrued vacation and holiday hours up to their annual vacation hours accrual (as shown above in Article 18, Section 1, up to 360, 384, 408, 432, 456, respectively). However, a more senior bargaining unit member may bump another bargaining unit member who has previously scheduled a shift. Bumping privileges are allowed through December 15, of the current year.

Vacation scheduling for accrued leave above an employee's annual accrual will be scheduled in the same manner, starting December 16, of the current year. Bumping privileges for accrued leave will be allowed through December 23, of the current year. After December 23, of the current year, all other accrued vacation leave scheduling will occur on a first come first serve basis for the following calendar year.

Section 4.

a) Seven (7) shift employees are eligible to schedule vacation/holidays on each shift. However, no more than four (4) Captains and one (1) Battalion Chief shall be on vacation/holiday on a shift. When the Battalion Chief and four (4) Captains have scheduled vacation/holiday time the number of Lieutenants scheduling vacation/holiday shall be limited to four (4).

   On December 1st of each year, if any shift exceeds forty-nine (49) suppression/operational personnel (defined as Battalion Chief, Captain, EMSO, Lieutenant, Firefighter), the number of these shift employees eligible to schedule

vacation for each shift the following calendar year shall be raised from seven (7) to eight (8). Scheduling is subject to all departmental rules concerning vacation scheduling and will not interfere with the operation and non-routing training of the Fire Department. A minimum of four (4) Paramedic certified bargaining unit members may be allowed to schedule vacation/holidays on a shift. The Chief, by December 1st of each year, shall set forth in writing a notice of any additional numbers of Paramedics allowed to preschedule initial, annual vacation/holiday leave based on an annual or periodic assessment of staffing needs and available, certified Paramedic employees. The Chief's determination and notice of any additional Paramedic scheduling slots shall be effective during the next (upcoming) calendar year. This restriction will not apply to bargaining unit members with Paramedic certification who are assigned to Lieutenant or Suppression Captain.

b) Request for vacation and holidays shall be submitted to the Battalion Fire Chief at least three (3) days in advance; however, if one of the seven (7) slots is available on shorter notice, the bargaining unit member may request vacation/holiday on the same day leave is requested. Final approval for vacation/holiday scheduling shall be by the Fire Chief or designate which shall not be unreasonably denied.

c) To schedule same day vacation/holiday time the employee must report for duty and then request the leave. An employee shall notify his/her Battalion Chief of cancellation of vacation or holiday shifts at least three (3) days in advance of the shift to be taken off.

d) Any member/employee who is directed to transfer shifts, as determined by the Fire Chief, may be allowed to schedule vacation in excess of the contractual allotment (Section 4, a) provided that the vacation is directly adjacent to a vacation day that was scheduled during the original scheduling period per Section 3 on their prior shift. If the contractual allotment (Section 4, a) is exceeded on the new shift, the vacated vacation slot on their original shift will not be filled even if below the maximum allowed in Section 4. a) and b).

Section 5. Vacation time may be split into twelve (12) hour increments if the employee so desires and subject to management approval, so long as at the time of scheduling, the vacation doesn't drop staffing below minimum staffing and create call back. Vacation may be pre-scheduled for twelve (12) hour increments either "day shift" beginning at 07:00 or "night shift" beginning at 19:00. This pre-scheduling shall be limited to one shift before the scheduled date. Example: If a vacation slot is open for the next shift, a member may request to take either a twelve (12) hour day shift, a 12-hour night shift, or a full twenty-four (24) hour shift.

The parties agree that regardless of the flexibility to employees that is provided by the twelve (12) hour vacation scheduling, it shall remain the responsibility of employees to ensure they comply with and attain all required training. The department will be responsible to ensure that reasonable efforts are made to offer required training at times that will reasonably support employee efforts to

train. Employees may request twelve (12) hour vacation leave on the date of the leave, subject to management approval. To schedule a same day twelve (12) hour vacation the employee must report for duty and then request the leave. Scheduling is subject to all departmental rules concerning vacation scheduling and will not interfere with the operation and non-routine training of the Fire Department. Holidays shall be scheduled in twenty-four (24) hour increments.

Bargaining unit members may use 4 hours of accrued vacation leave without advance scheduling as described in Section 4. Utilization of this benefit shall be limited to one instance. It may be requested only after reporting for work. The sole intent of this benefit is to allow members the opportunity to address a non-medical unanticipated emergency that has occurred while the employee is on duty. The use of this absence shall not count against the maximum number of employees allowed off on vacation as described in Section 4. The union agrees that when this benefit is used it shall not result in callback.

Section 6. Bargaining Unit Members that actually work the entire 24-hour shift on Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Day, Good Friday or Memorial Day shall be paid one and one-half times the employees base hourly rate.

Bargaining unit members regularly assigned to a forty hour per week schedule that are required by the Fire Chief to work an entire eight-hour shift on Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King Day, Good Friday or Memorial Day shall be paid one and one-half times the employees base hourly rate.

Employees who exchange time as provided in Article 16 shall not be eligible for this benefit.

Section 7. It is agreed that Bargaining Unit Members regularly assigned to a forty hour per week (2,080 hours per year) position will receive the following thirteen (13) holidays:

1. New Years Day
2. Martin Luther King, Jr. Day
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Friday after Thanksgiving
10. Christmas Eve
11. Christmas Day
12. Two (2) Floating holiday**s** available beginning January 1 of each calendar year. Such scheduling subject to the vacation scheduling requirements of the Fire Department.

If a holiday should fall on a Saturday, it will be observed on the preceding Friday. If a holiday falls on a Sunday, it will be observed on the following Monday. Notwithstanding Section 6 of this article, any employee who is required by the Fire Chief to work on a holiday shall be compensated at the regular rate of pay and will receive an alternate day off.

Section 8.

a) It is agreed that Bargaining Unit Members permanently assigned to a forty hour per week (2,080 hours per year) position will receive vacation as follows:

Years of Employment	Accrual Rate Per Month (Hours)	Total Annual Vacation Leave (Hours)	Maximum Accumulation
1 – 4	6.667	80	514
5 – 9	10.00	120	548
10 – 14	13.333	160	582
15 – 19	14.667	176	616
20 and over	16.667	200	651

b) 1. The following conversion rates will be used for any future employee transfers, promotions, or reassignment from a twenty-four (24) to a forty (40) hour work schedule:

The employee's vacation/holiday leave balance provided by Article 18, Section 1 will be adjusted by .714. The employee will immediately begin to receive and take the remaining City Holidays listed in Section 7 and earn vacation leave as described in Section 8. This formula (hours of leave accrual times .714) applies to all personnel who are assigned, promoted or transferred from a twenty-four (24) hour shift to a forty (40) hour per week schedule.

Employees who transfer, promote, or are reassigned from a twenty-four (24) to a forty (40) hour work schedule shall have their vacation/holiday leave balance (as provided by Article 18, Section 1) adjusted by .714.

2. The following conversion rates will be used for any future employee transfers, promotions or reassignments from a forty (40) hour per week to a twenty-four (24) hour shift work schedule:

The employee will have his vacation leave balance adjusted by 1.4.

Section 9. Employees shall be permitted to donate accrued vacation leave to a fellow employee who is suffering from or has an immediate family member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate employment. In addition, shared leave may be donated to an employee who encounters a personal crisis, which does not include a severe illness or injury.

As used in Section 9:

1. Immediate family member shall be limited to the spouse, child (adopted, foster, step, or legal ward), and parent(s) of the employee
2. "Severe" or "Extraordinary" means serious, extreme, or life threatening,
3. Personal Crisis shall mean a crisis of a severe nature that directly impacts the employee. A personal crisis shall be limited to a natural disaster impacting the employee's primary residence or the death of an immediate family member, and
4. "City employee" means a regular, non-probationary fulltime employee who is covered under the terms of this contract, or another eligible employee as allowed by policy or contract. It does not include employees in a probationary or part-time status.

An employee may be eligible to receive shared leave pursuant to the following conditions:

1. A request by the Chief has been made to the Human Resources Director who will make a review of necessary documentation by the employee and will certify the need for leave based on a review of provided documentation.
2. The Human Resources Director determines that the employee meets the criteria described herein, and
3. The City Manager authorizes such leave for the number of hours recommended by the HR Director, and
4. The employee has abided by City policies regarding the use of sick leave and other available leave benefits

An employee may donate vacation leave to another employee only, pursuant to the following conditions:

1. If the City employee is suffering from or has an immediate family member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate employment, the receiving employee must have exhausted or will exhaust all forms of applicable paid leave including vacation, sick, and compensatory leave due to an illness, injury, impairment, or physical or mental condition, which is

extraordinary or severe in nature and involves the employee or immediate family member of the employee.

2. If the City employee has encountered a personal crisis, the receiving employee must have exhausted or will exhaust all forms of available vacation leave and compensatory leave.
3. The condition has caused, or is likely to cause, the receiving employee to go on leave without pay or terminate employment.
4. The City Manager authorizes such leave to be shared with an eligible receiving employee, and
5. The donating employee may donate any amount of vacation leave provided the donation does not cause the vacation leave balance of the donating employee to fall below eighty (80) hours.
6. The receiving employee has not been disciplined for any type of excessive leave use or abuse in the previous five (5) years.

The Human Resources Director shall recommend to the City Manager the amount of donated leave an employee may receive and only authorize a receiving employee to use up to a maximum of one thousand and forty hours (1040) if the employee is assigned to a 40-hour workweek, or one-thousand-five-hundred-sixty (1560) hours if assigned to a 24-hour shift, during total City employment.

The Human Resources Director shall require the receiving employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition, if the need for leave is due to an extraordinary or severe illness, injury, impairment, or physical or mental condition. If the employee suffers from a personal crisis, appropriate documentation will be required verifying the nature of the crisis.

The receiving employee shall be paid his or her regular rate of pay; therefore, one hour of shared leave may cover more or less than one hour of the salary of the recipient. The calculation of leave value of the recipient shall be in accordance with policies, regulations, and procedures. The dollar value of the leave is converted from the donor to the recipient. The leave received will be designated as shared leave and be maintained separately from other leave balances.

Any donated leave may only be used by the recipient for the purposes specified in this Section.

All forms of paid leave available for use by the recipient shall be used prior to using shared leave, as outlined above.

Employees who begin receiving short-term disability (STD) and/or long-term disability (LTD) will become ineligible for receipt of leave donation once STD or LTD begin. If STD or LTD cease and the employee still has a need for leave, benefits will again be made available.

Any shared leave not used by the recipient during each occurrence shall be returned to the donor. The shared leave remaining over one-quarter (1/4) hour will be divided among the donors on a prorated basis based on the original donated value and returned at its original donated value and reinstated to the vacation leave balance of each donor.

The receiving employee will be under no obligation to repay donated leave.

All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating vacation leave for the purposes of this Section. The decision of an employee to donate or not donate leave shall not be considered for employment purposes such as promotions, salary increases, or disciplinary proceedings.

Once the employee has made a request for donated leave, the Human Resources Department will send all employees a memorandum notifying the employee has requested leave donation.

The donating employees shall submit a "Request to Donate Leave" form to the Human Resources Department which shall state the amount of time donated and to whom the leave is donated. Such forms will be available in the Human Resources Department.

The receiving employee will not accrue vacation or sick leave while on donated vacation leave.

ARTICLE 19
INJURY LEAVE

Section 1. In the event a Firefighter is injured while engaged in the actual performance of duties and said Firefighter is temporarily incapacitated as a direct result of such injury or illness, said Firefighter shall be entitled to receive up to six months of temporary disability benefits as provided in the Firefighter's Pension and Retirement System. For bargaining unit members temporarily disabled due to a burn injury as described in the pension system the benefit shall be for twelve (12) months.

Section 2. The benefit shall be paid in an amount to be calculated as and equal to the difference between the Workers' Compensation benefits provided for in the Worker's Compensation Act of the State of Oklahoma and as the same may be amended from time to time, if applicable, and the regular monthly net pay as of the time of injury. In no event shall such Firefighter compensation from all sources exceed his/her regular monthly net pay as of the time of the injury. The employee shall receive his/her full salary for the first ten (10) days from the day of the injury and then a supplement to any Workers' Compensation payments received to maintain the employee at full salary level, not to exceed six (6) months.

Section 3. No benefits shall be payable under this Article for any injuries occasioned by the willful intention of the injured Firefighter to bring about injury to himself/herself or to another, or where the injury resulted from the willful failure of the injured Firefighter to use a guard or

protection against the accident furnished for his/her use or where the injury resulted directly from the intoxication of the injured Firefighter while on duty, or where the injury resulted directly from horseplay, playing or pranks engaged in by the injured Firefighter, alone or with others, or failure to follow prescribed procedures.

Section 4. All benefits provided by this Article, except total amount of compensation paid hereunder, shall be in addition to and separate from any sick leave benefits otherwise provided in this Agreement; nor will this Article otherwise affect any rights or employment benefits otherwise provided in this Agreement.

Section 5. At the expiration of all injury leave benefits herein provided, the Firefighter may, at his/her option, elect to receive his/her accumulated sick leave, if any, or other annual leave then accrued to the credit of the Firefighter as additional time off, but in no event shall said sums of money or compensation paid to the Firefighter exceed his/her regular monthly net pay as of the time of the injury.

Section 6. Employer may require, at any time, the Firefighter to submit to medical examination by a medical doctor or Health Care Professional (i.e. Physician, Physician Assistant, or Nurse Practitioner) designated by Employer for the purpose of determining whether or not a claim submitted by a Firefighter is proper, or to determine when any benefits or leave provided for hereunder should be terminated. In the event the Firefighter refuses to submit to such examination, the refusal shall be just cause for terminating all benefits provided by this Article.

Section 7. An employee shall not carry on outside employment while on Injury Leave without the written approval of the Fire Chief. Such approval shall not be unreasonably denied.

ARTICLE 20
DUES DEDUCTION

Section 1. The Employer agrees to deduct regular monthly Union dues from earned wages of those employees who are in the bargaining unit. The deduction shall be made from each paycheck in an amount certified to be correct by the Secretary-Treasurer of the Union Local. A direct deposit for the total deductions shall be made to the Union's financial institution no later than fifteen (15) calendar days after the deduction is made. Fifteen (15) days subsequent to the effective date of this Agreement, all members of the bargaining unit desiring payroll deduction of Union dues shall individually sign an authorization card, provided by the Union and approved by the City, authorizing the stated monthly dues deduction be made. The payroll deduction shall be revocable by the employee notifying the City in writing. The Union shall be notified of any revocation.

Section 2. The City will deduct only Union dues from the employee's paycheck, and will not deduct initiation fees, special assessments, fines or other deductions, except for dues. In the event of an increase or decrease in Union dues, the Union will give Employer thirty (30) days' written notice in order to allow Employer to make the proper changes in its accounting records. No

deductions will be made when the salary to be paid to the employee is not sufficient to cover the amount to be deducted.

Section 3. City will provide Union Treasurer with a detailed report showing individual's name, division, department, and deduction amount at the time of payment.

Section 4. All deductions will be for the month in which they are taken. All deductions refundable at the time of termination or resignation will be refunded by the Union. The Employer shall not be responsible for errors. In the case of an error or improper deduction, made by the Employer, a proper adjustment of the same shall be made by the Union with the employee affected.

Section 5. The Union shall indemnify, defend and hold harmless, the City against any claims made, and against any suits instituted against the City on account of payroll deduction of Union dues.

ARTICLE 21
HOSPITALIZATION, SURGICAL, MAJOR MEDICAL INSURANCE AND TERM INSURANCE

Section 1. The City of Broken Arrow (Employer) agrees that the selection of the insurance provider for unit members represented by the International Association of Fire Firefighters rest solely with the Union.

Effective January 1, 2004, the Union pursued its option to withdraw from the Employer sponsored health, dental, life and vision insurance program and obtain separate coverage for its bargaining unit members. As a result, only Sections 2 through 10 shall apply.

Section 2. The Union shall be responsible for providing health, dental, life and/or vision benefits to all eligible members of the Broken Arrow Fire Department. For purposes of Article 21 only, eligible members shall be interpreted to include all probationary employees. The Assistant Fire Chief and/**or** the Fire Chief, at the time of their initial appointment may elect to participate in the Union plan or may elect to participate with the Employer plan. Such election is irrevocable. If either of these employees exercise the option to enroll in the union sponsored health plan the employer agrees to deduct dues from their paycheck. Such deduction is for insurance purposes only. It is further understood and agreed that, although the Union may be required to provide group health, life, dental and/or vision insurance benefits hereunder, the Union does not represent the Fire Chief or the Assistant Fire Chief or probationary employees. It is further understood that any bargaining unit member who does not enroll in the Union's insurance plan upon becoming eligible, or any member who drops the Union insurance plan wishes to enroll again at a later date shall be subject to the requirements of the providers of the Union insurance plan.

Section 3. Effective July 1, 2025, the Employer agrees to contribute to the Union's insurance plan on a monthly basis the following amounts: $1,438.59 ($1,481.75 effective July 1, 2026) for each member enrolled under the member plus one dependent or the member with more than one

dependent (formally known as family coverage); or $587.25 ($604.87 effective July 1, 2026) for each member enrolled under the single coverage (no dependents). To receive contributions by the City, all eligible dependents will be verified by the Broken Arrow Firefighters Health & Welfare Insurance Trust Benefits Coordinator for eligibility or verified to continue eligible status effective July 1, 2025. Upon enrollment onto the Plan, all new plan enrollees (life event and/or open enrollment) will also be verified to ensure proper eligibility status. If the employer cancels its insurance program for the general city employee population during the term of this agreement, the employer agrees to continue to pay to the Union insurance fund the above stated amounts. It is understood that the Employer agrees to a per paycheck payroll deduction from each bargaining unit member's regular wages who elects to enroll in any of the three tiers of insurance coverage. The amount of the deduction shall solely be determined by the Union. If a bargaining unit member has insufficient wages for a payroll deduction then no deduction will be made. The Union shall advise the employer in writing of the per paycheck amount to be deducted from bargaining unit member wages and shall provide the employer 30 days written notice of such amount.

Section 4. The Employer's contribution shall only be used for the purchase of health, life, dental and/or vision insurance benefits. The Employer shall not remit contributions for bargaining unit members who elect not to participate in the Union insurance plans or who have terminated employment. The Employer shall not be responsible for making contribution for any retirees who may elect to participate in the Union plan. The Union will provide the Employer with the name of the entity and the account to which the Employer's contributions will be made and which will be responsible for administering the Employer's contributions for insurance benefits for unit members, together with the organizational document for such entity by December 1 of each year.

Section 5. It is distinctly understood and agreed that the Employer's only obligation is to pay the cost of the group insurance as described in Section 8. In all matters concerning coverage, payments of claims, benefits or the amount thereof, the Union and the insurance providers shall have sole governance.

Section 6. By the 5th of each month the Union shall provide to the Employer a monthly accounting of the names of each employee enrolled in its plan and whether the employee is enrolled in single or family coverage. If an employee's election, at any time, is changed from single coverage to family coverage the union shall provide the city sufficient evidence that the union plan is in fact providing insurance coverage to that employees legal dependents. If sufficient evidence is not provided the city shall not be required to honor the election change. Upon receipt of the monthly accounting the employer shall have ten (10) days to transfer the monthly contribution (as defined in Section 3) to the account specified by the Union. If the employer fails to make payment of the contribution due to the Union insurance fund for any month by the deadline established above, the Union shall have the right to submit such action to binding arbitration by giving the Employer written notice of its intentions not less than 48 hours in advance. No such action shall be taken by the Union unless and until the Union Insurance committee and/or the Executive Board of the Union shall have certified in writing to the Employer that the employer has failed to pay such contribution.

Section 7. It is distinctly understood and agreed that the City's only obligation is to provide the monthly contribution as described in Section 3. The Union agrees to indemnify the Employer against all liabilities in connection with the administration of the Union insurance plan. Provided that this section shall not impose any obligation upon the Union to indemnify the Employer against willful misconduct or negligent acts, or omissions of the employer its agents or employees.

Section 8. The Union shall provide the employer individual group enrollment cards. The execution by eligible Fire Department employees shall demonstrate an election to be covered by the Union plan.

Section 9. Bargaining unit members may continue to participate in the medical spending account and voluntary supplemental benefit programs offered by the City to all other non-union employees provided through the City of Broken Arrow Section 125 Plan, as permitted by law.

Section 10. The Union may, in the future, choose to return to the Employer sponsored health, dental, life and vision plan. The Union shall provide a minimum of sixty (60) days' notice of its desire to return to the Employer sponsored plan. The Union acknowledges that returning to the Employer sponsored plan may subject its members and their dependents to underwriting requirements as required by the provider/carrier/re-insurer etc. Such return shall occur on January 1. The Union also acknowledges that, if it chooses to return to the Employer sponsored plan the Employer is not obligated to make a contribution toward any retiree benefits.

If the Union elects the insurance program provided by the City then Sections 11 through 15 of this article shall apply.

Section 11. The Employer agrees to provide the employees with health, dental and life insurance at no cost to the employee.

Section 12. The employer agrees to offer identical health/dental dependent coverage, subject to compliance with all group plan provisions established in the City's Group Health Benefit Plan Document. The employer will contribute, for Union members, the same percentage or dollar amounts (whichever is greater) toward dependent coverage as non-Union employees receive toward dependent coverage.

Section 13. The Union acknowledges the Employer has and shall continue to have the right to modify, alter or amend the Employer's Insurance plan in whole or in part, provided however that no amendment shall diminish or eliminate any pending claim for any benefit to which a participant was entitled prior to such amendment.

Section 14. The Employer shall also enter into contractual agreements for term life insurance in order to provide $20,000.00 of term insurance for all full-time employees. Eligibility for enrolling new employees for health insurance and term life insurance shall be in accordance with the term of said contract.

Section 15. Bargaining unit members who retire from service may elect at their expense to purchase the group health program subject to all provisions within the group health plan document. The rate the retiring employee pays shall be 100% of the group plan rate. Nothing in this section shall preclude the employer from exercising its rights under Section 4 of this Article.

Section 16. One bargaining unit member shall be granted four hours of leave with pay to attend the monthly committee meetings, provided the meetings occurs within the bargaining unit member's assigned duty time. Notice of such leave shall be submitted to the Fire Chief no less than ten (10) days in advance of the meeting.

Section 17. The Union shall provide to the City Clerk, on an annual basis, a financial accounting statement for purposes of review and audit of the Employer and employee contributions which have been paid or disbursed by the Union for purposes of providing health, life, dental, and vision insurance coverage to unit members. Said statement shall include information as to where any payments or disbursements have been made and for what purpose.

Section 18. The parties agree that the City will make a per paycheck payroll deduction for each bargaining unit member electing to enroll in the Union's optional vision materials benefit, either single or family coverage. The Union will provide to the City the amount of said fees to be deducted. The City shall not be responsible for making retroactive deductions.

Section 19. The Internal Revenue Service ("IRS") issued a Notice of Proposed Rule -making on December 28, 2012 (the "NPR"), providing guidance under Section4980H of the Internal Revenue Code ("Code") with respect to the shared responsibility for employers regarding employee health coverage. Section IX (D) of the NPR's Explanation of Provisions provides a special transition rule (the "Transition Rule") that is available to applicable large employers participating in multiemployer plans. It is the intent of the parties to this Agreement that the contributions made by the Employer to the Union's group medical plan in accordance with this Agreement qualify for the Transition Rule, and in this regard, the Union makes the following representations: (i) coverage under the Union's group medical plan is offered to all full-time employees (and the employees' dependents) of the Employer who are members of the Union and the Fire Chief and Assistant Fire Chief of the City of Broken Arrow (collectively, the "Covered Employees"); (ii) the coverage offered to such full-time employees is affordable and provides minimum value; (iii) any waiting period for coverage under the Union's group medical plan complies with the 90-day limitation on waiting periods in Section 2708 of the Public Health Service Act; and (iv) the plan year for the Union's group medical plan is July 1 to June 30. For purposes of the preceding sentence, whether the employee is a full-time employee is determined under Section 4980H(c)(4) of the Code, whether coverage is affordable is determined under Section 36B(c)(2)(i) of the Code, and whether coverage provides minimum value is determined under Section 36B(c)(2)(C)(ii) of the Code. The Union agrees to provide to the Employer such documentation and to cooperate with the Employer as may be reasonably necessary for the Employer to confirm and maintain its eligibility for the Transition Rule. Further, the parties agree that to the extent that the IRS or other regulatory agency modifies the criteria for the Transition Rule, the parties will negotiate in good faith for the purpose of the ensuring that the Employer will continue to qualify for the Transition Rule as modified, or not be treated as

failing to offer the opportunity to enroll in minimum essential coverage to full-time employees (and the employees' dependents) who are Covered Employees or purposes of Section 4980H(a) of the Code, and not be subject to a penalty under Section 4980H(b) of the Code with respect to such full-time employees.

The Union will indemnify and hold harmless the City from and against any claim, loss, costs, expenses, damages, charges, taxes (including excise taxes), civil penalties, reasonable counsel fees, payments and liabilities that the City may incur as a result of a final un-appealable decision that there was a breach of any of the Union's representations or duties in Section 19 hereinabove.

ARTICLE 22
SICK LEAVE

Section 1. All presently accrued sick leave shall be carried over by each employee under the terms of this Agreement.

Section 2. The Employees shall be governed by the following provisions relating to the accrual and expenditure of sick leave.

Section 3. Shift employees scheduled to work 2,912 hours per year shall accrue sick leave at the rate of (16) sixteen hours per month, and forty-hour employees scheduled to work 2,080 hours per year at the rate of (8) eight hours per month.

Section 4. (a) All sick leave accrual shall be subject to a maximum amount of 1560 hours for shift personnel and a maximum of 1040 hours for forty-hour employees.

(b) The following conversion will be used for employees who are permanently transferred, promoted or reassigned to/from a twenty four (24) hour shift from/to a forty (40) hour work schedule: The number of sick leave hours currently in the employee's bank will be divided by the current maximum allowed to determine the percentage of the current maximum. This percentage will be multiplied by the maximum allowed for the new position to determine the amount of sick leave placed in the employee's bank.

Section 5. After shift employees have accrued 960 hours of sick leave or forty-hour employees have accrued 480 hours and maintains a balance in excess of 960 hours or 480 hours for the fiscal year, the bargaining unit member shall be eligible to participate in an attendance bonus program based upon the following schedule:

If during the fiscal year the employee uses the equivalent number of hours in a day of their assigned shift as of June 30:

0-1 days sick leave taken - 30% of the monthly base pay of the pay step the bargaining unit member is assigned as of June 30.

2 day sick leave taken - 22% of the monthly base pay of the pay step the bargaining unit member is assigned as of June 30.

3 days sick leave taken -15% of the monthly base pay of the pay step the bargaining unit member is assigned as of June 30.

4 days sick leave taken - 9% of the monthly base pay of the pay step the bargaining unit member is assigned as of June 30.

Any firefighter using more than 4 days of sick leave during the fiscal year shall not be eligible for this benefit.

Payment of this benefit is to occur as a lump sum in the first pay period following June 30th of each year.

Section 6. Sick leave shall be used: (1) when employees are incapacitated by sickness or non-job related injury; including medical, dental or optical diagnosis or treatment; (2) after exposure to a contagious disease when the attendance at duty, in the opinion of the employee's physician or Health Care Professional (Physician, Physician Assistant, or Nurse Practitioner), jeopardizes the health of others.

Section 7. Sick leave with pay shall be granted to employees in accordance with the following provisions:

A. Sick leave shall not exceed the total amount accrued to the employee at the time of his/her absence;

B. Leave without pay may be granted for sickness extending beyond the amount of accrued sick leave;

C. Sick leave shall be charged to the employee by the hour for each hour's absence;

D. Non-scheduled work days shall not be included in computing sick leave expenditures; and

E. Sick leave may be used for an absence to an on-the-job injury after injury leave is exhausted.

Section 8. Employees who are absent from duty for reasons which entitle them to sick leave shall notify the Battalion Chief by 6:45 AM. An employee shall not carry on outside employment while on sick leave without the written approval of the Fire Chief.

Section 9. Sick leave with pay in excess of one (1) consecutive shift for reasons of personal illness or injury or serious illness in the employee's immediate family shall be allowed only with the presentation of a written statement by a physician or Health Care Professional (i.e. Physician, Physician Assistant, or Nurse Practitioner who shall not be a current employee of the City of Broken Arrow) certifying that the employee's condition or the immediate family's condition, prevented the employee from appearing for work. This written statement shall be presented upon the employee returning to work or every thirty (30) calendar days of continuous sick leave whichever is less or as approved by the Department head. If a bargaining unit member has been counseled or disciplined about his/her absenteeism a physician or Health Care Professional (i.e. Physician, Physician Assistant, or Nurse Practitioner who shall not be a current employee of the City of Broken Arrow) statement certifying an employee's illness may be required after one shift at the direction of the Fire Chief.

Section 10. Under no circumstances will an employee be paid for accumulated sick leave at termination of employment.

Section 11. An employee who abuses sick leave benefits by falsification of sick leave reports, shall be subject to disciplinary action including discharge, and shall be required to make restitution of any compensation the employee received during the period of absence.

ARTICLE 23
PERSONNEL REDUCTION

In the case of a personnel reduction, the employee with the least seniority shall be laid off first. In determining seniority for the purpose of personnel reduction, only time as a full-time paid employee shall be counted. The President, Vice-President, Secretary/Treasurer and three (3) Trustees of the Bargaining Agent for Firefighters will be retained by the City of Broken Arrow Fire Department in the event of a lay-off, regardless of position seniority, so long as there is work that they have the ability to perform in a Firefighter capacity.

A. At the time of layoff only accrued vacation and holiday pay shall be paid. [Note: sick leave accrued pursuant to outstanding city personnel rules].

B. All federal obligations due under COBRA shall be offered in accordance with the statute.

C. Laid off employees shall possess limited recall rights for a period of twelve (12) months from the date of lay off notification as follows: Should a full time opening occur within the employee's classification, laid off employees will be notified in order of seniority by registered or certified letter to the last known mailing address. Failure to return to work within fourteen (14) calendar days of such notification shall result in forfeiture of re-employment.

D. During such periods of layoff, there shall be no accrual of any contractual benefit except seniority as set forth in Article VIII Section 3C or except as may be required by applicable federal or state law.

E. Generally, no new employee will be hired until the laid-off employee list is exhausted as to each available opening. However, should a new position open in an area of work requiring different skills than those generally possessed by laid off employees, then and in that event employer may hire without exhausting such laid off list.

ARTICLE 24
OVERTIME AND CALL-BACK

Section 1. Any nonexempt or exempt employee assigned to a 24-hour shift, who is called in for additional duty, outside their normal working hours, shall receive compensation at time and one-half their base hourly rate with a minimum of two (2) hours subject to the Fair Labor Standards Act. Any employee who is called in for additional duty on a Holiday as listed in Article 18 shall receive compensation at two times their base hourly rate with a minimum of two (2) hours subject to the Fair Labor Standards Act. The term "called in" shall be defined by an employee being required to physically report to work or attend a mandatory meeting in person or virtual. Exempt employees assigned to a traditional 40-hour work week who work in excess of 45 (forty-five) hours per week shall be eligible, at the employee's option, for either straight time premium pay or discretionary leave. This premium pay or discretionary leave shall only apply to those hours in excess of 45 (forty-five) hours per week, without regard to the two (2) hour minimum above and shall be approved by the Chief within thirty (30) days. It is understood any such discretionary leave shall not be hour for hour for exempt employees. For exempt employees, holiday leave shall be considered time worked for the purposes of this article.

Section 2. Any nonexempt employee who is held over at the end of a shift shall receive compensation at time and one-half their base hourly rate. The benefit shall not commence until an employee has been held over for a minimum of fifteen (15) minutes, then the benefit shall be computed retroactively. This benefit shall not be granted to an employee who is voluntarily standing in for another employee (subject to Fair Labor Standards Act regulations).

Section 3. At Management's sole discretion, nonexempt and exempt bargaining unit members may be assigned to standby. However, exempt employees shall not receive additional compensation for standby due to the nature of their duties. Standby is an assignment where an employee is required to immediately respond to a call for assistance after the employee's regular work schedule. The employee will be provided a radio or cellular telephone to maintain a freedom of movement as provided in the Fair Labor Standards Act and Exhibit A of this contract. Management in its sole discretion may determine the length of the callback assignment. To compensate for standby an employee shall receive 1.25 hours of base pay for each full work day the employee is assigned.

ARTICLE 25
FAIR LABOR STANDARDS ACT IMPLEMENTATION

Section 1. The parties recognize and agree they will be required to comply with the F.L.S.A.

Section 2. All bargaining unit members at the rank of Firefighter, Lieutenant, Captain, and Battalion Chief will be eligible for overtime compensation as required by the F.L.S.A. for the total actual hours worked beyond 212 in a 28-day cycle.

Section 3. Actual hours are defined as all hours a Firefighter is scheduled to work, required to work beyond the regular schedule, or called back to work. Vacations, sick leave, injury leave, compensatory time or any other paid or unpaid leave will not be considered as hours worked. Effective January 7, 2008 all paid leaves except for sick leave and injury leave shall be counted as hours worked. Unpaid leave shall not be counted as hours worked.

Section 4. The City (Employer) at any time may direct a Firefighter to leave the premises and or not return to work. The Employer retains the authority to schedule employees, with a goal to restrict the number of hours worked during the 106 hour-14day cycle (212 hour-28 day cycle beginning January 8, 2007) and thus control Fair Labor Standard Act overtime exposure. The affected employee will be granted 24-hour advance notice of the rescheduling decision as contemplated in this Section unless it is considered to be an emergency. [Note: For forty hour a week workers said notice shall be eight (8) hours.]

Section 5. It is understood and agreed that the City has made certain implementation of the Fair Labor Standards Act, said implementation put into effect by official memorandum, marked Exhibit "A," attached hereto and made a part hereof. The memorandum and rules pursuant shall govern members of the bargaining unit, save and except rule modifications issued by the United States Department of Labor. The memorandum shall control implementation if not in conflict with the specific contractual articles.

ARTICLE 26
MILITARY LEAVE

Section 1. In addition to the paid military leave required by state or federal laws, an employee on military orders may choose to use his/her accrued vacation leave or take a leave of absence without pay. Use of sick leave is not authorized for military leave of absence.

ARTICLE 27
COMPENSATION

Section 1. Effective July 1, 2025, the City shall provide each bargaining unit member, excluding the position of Battalion Chief (paygrade 308 on June 30, 2025) a four percent (4.0%) across the board wage increase.

Effective July 1, 2025, and agreed to by the parties in Article 25, in lieu of the four percent (4.0%) wage increase, the position of Battalion Chief will be re-classified from paygrade 308 to paygrade 307 as non-exempt employees and receive a wage increase of two percent (2.0%).

Additionally, all firefighter pay steps in grade 303 shall be moved back one step and a new step will be added as step 12. All bargaining unit members currently in pay grade 303 will go back one step from their current pay step. (Example – all step 12 firefighters in pay grade 303 shall be moved to pay step 11 after the four percent (4.0%) wage increase is calculated. No member shall be in pay step 12 of 303 until their next anniversary date [after July 1, 2025] with a satisfactory employee evaluation).

Effective July 1, 2025, the 301 and 302 paygrades will sunset and be eliminated from the salary schedules. Bargaining unit employees remaining in the 301 or 302 paygrades shall be moved to the closest pay step in 303 that provides a minimum of a four percent (4%) wage increase from the employee's current paygrade, but they shall not be eligible for future step increases unless those employees meet the requirements of Section 2. A.

Effective July 1, 2026, the City shall provide each bargaining unit member with a four percent (4.0%) wage increase. Effective July 1, 2026, step 12 will be added to pay grade 307 and the other steps will be adjusted accordingly, see 2026-2027 salary schedule. Effective July 1, 2026, steps 11 and 12 will be added to the pay scale for grades 308 and 309, see 2026-2027 salary schedule. The new pay steps in paygrades 307, 308, and 309 will become effective for employees with a satisfactory employee evaluation upon their anniversary date, beginning on or after July 1, 2026.

The parties understand and agree that any perceived pay inequities (such as, but not limited to, a less tenured or less senior employee moving ahead of another employee) due to salary schedule adjustments, adding steps, or similar terms of this agreement will not result in any grievances.

If Broken Arrow Fraternal Order of Police (FOP) receives any across the board wage increase during the terms of this Agreement (July 1, 2025 through June 30, 2027) above 4%, and/or any increase to longevity above the current schedule in Article 17, the City shall modify this Agreement to include an equivalent increase, retroactively if necessary, up to a maximum of 3% additional wage increase and a maximum of two times the current longevity. This shall apply to both years of this two-year Agreement.

Effective July 1, 2027, or upon opening fire station 8, whichever is earlier, the non-exempt position of District Chief in paygrade 306 shall become active and a promotional process shall be conducted to add one (1) District Chief per shift for a total of three (3) District Chiefs.

Wages for the Firefighters in the bargaining unit shall be set forth in the attached Salary Schedules**.** The salary schedule includes a $500 annual clothing allowance as previously provided in Article 28.

Bargaining unit members shall be paid on the same bi-weekly payroll schedule all other employees are paid.

During the year just prior to each employee's anniversary date, all bargaining unit employees are to be evaluated individually. Satisfactory performance as shown or not by said evaluations is prerequisite to step increase as set forth in the Schedule.

In such evaluations only that year's performance shall be considered. In the event of no increase, the affected employee may seek a re-evaluation within approximately three (3) months of the anniversary date. In such review, the preceding fifteen (15) months is examined to see whether substantial improvement warrants the step increase for the remainder of the year.

Section 2. Bargaining unit members at pay grade 303 with two (2) years of continuous service, who have had no chargeable accidents in the preceding two years, and whose previous performance evaluation was at least satisfactory are eligible for Relief Driver assignment. Employees meeting the above stated criteria must submit to and successfully complete all practical testing requirements prescribed by the department. Relief Drivers shall serve as Lieutenant in the absence of the regular assigned driver. Pay Step 11 and above in grade 303 shall be eligible only to employees obtaining the Relief Driver assignment. Testing for Relief Driver shall occur twice each fiscal year as scheduled by the Fire Chief. Any bargaining unit member that possesses relief driver certification may serve as Apparatus Driver in the absence of the regular assigned Lieutenant.

A. Pay Step 3 and above in grade 303 shall be eligible only to employees obtaining the Firefighter Specialist classes. These Firefighter Specialist classes will be prominently posted and will not exceed eleven (11) classes as determined by the Fire Chief, but all classes must be offered internally or available within the region with three years of employment. If the classes have been available, but the employee chooses not to participate or fails any class they will not be eligible to move to pay step 3. Participation in the classes will be voluntary, and no overtime, mileage, or meals will be paid to attendees. The city will pay for only one class registration fee for those employees who successfully complete and pass these classes. The city shall allow for time off work to attend required classes not offered internally within three years of employment.

Section 3. Upon promotion, bargaining unit members shall be placed at the first pay step that provides a minimum eight (8) percent increase, not to exceed the top of the range.

Section 4. Those bargaining unit members at the rank of firefighter or Lieutenant who obtain and maintain the Medical Director's Authorization and practice as state licensed paramedics shall receive compensation at pay grade 304. (The Union acknowledges that the Management Rights and Responsibilities article contained in this agreement allows management the right to assign Lieutenants who possess Paramedic certification to a temporary assignment as a firefighter-paramedic for the purpose of providing emergency medical services in an ambulance. A temporary assignment shall not exceed 24 consecutive hours). Movement to these grades shall be subject to the provision of Section 3 in this article.

In an effort to expedite the Medical Director's Authorization process (credentialing), and attainment of the employee's paramedic stipend and 304 pay grade increase, the city will offer a voluntary 40-hour workweek to participate in the Medical Director's Authorization process. Within 30-days of an employee submitting their state paramedic license, the employee may be assigned to a 40-hour workweek, normally for up to three (3) weeks, to participate in the Medical Director's Authorization process. If an employee declines participation in the 40-hour workweek option, the allocation of personnel for the credentialing process shall be subject to the department's operational requirements. The employee shall not be moved to a 304-pay grade until they have completed the Medical Director's Authorization process. No employee shall be entitled to overtime for the completion of the Medical Director's Authorization process.

Bargaining unit members employed after June 1, 2001, who have obtained paramedic certification, shall be required to maintain the paramedic certification as a condition of employment until the bargaining unit member has reached the top step of the firefighter/ paramedic pay range, or until the bargaining unit member reaches the rank of Captain.

Bargaining unit members who do not possess paramedic certification are encouraged to obtain it. As an incentive to obtain paramedic certification, the employer agrees to: (1) pay the tuition and book expense to any bargaining unit member who enrolls and successfully completes the National Registry certification and state paramedic license, (2) grant time off with pay from their regular work schedule to attend clinical and classroom lectures required by the National Registry. These incentive opportunities shall normally be limited to a maximum of six (6) employees at any given time and a maximum of two (2) employees per shift at any given time. In the event more than six (6) employees apply to pursue paramedic certification, the applicant with the greatest seniority will be allowed to attend. It will be within the Fire Chief's sole discretion to allow time off, and/or tuition and book reimbursement not already covered by the agreement to allow additional employees exceeding the normal six (6) on a rolling calendar year. If the bargaining unit member earns the paramedic certification under this program, he/she shall be required to maintain the certification as a condition of employment until reaching the top step of the firefighter / paramedic pay range or for a minimum of five years whichever is greater or the rank of Captain.

Section 5. Bargaining unit members who obtain and maintain the Medical Director's Authorization and practice as an Emergency Medical Technician (including Intermediate or Advance) or a Paramedic as prescribed by Oklahoma State Statutes shall receive the following monthly amounts above the base wage:

A. EMT Basic, Intermediate, or Advanced $135
B. EMT Paramedic $150

In the event an employee's "Authorization" is suspended by the Medical Director, the employee shall not be eligible for the respective stipend or the 304 pay grade compensation until the Medical Director's Authorization is reinstated. The Medical Director shall not suspend an employee's authorization in an arbitrary or capricious manner. Neither the stipend nor pay grade shall be removed until conclusion of an investigation and shall not be removed retroactively.

The benefits in this article shall not be cumulative.

Section 6. Bargaining unit members shall be eligible for compensation as described below for possessing a degree from an accredited college or university. The amount of the compensation shall be $50 per month for an associate degree or $100 per month if the associate degree is in the field of Fire Protection Technology, Paramedic or Nursing or $100 per month for a bachelor's Degree. Bargaining unit members with a bachelor's degree in the field of Fire Protection Technology, Paramedic or Nursing shall receive $150 per month. Bargaining unit members are eligible for education incentive pay for a master's degree of $200 per month. Bargaining unit members may be reimbursed the tuition and book expenses upon satisfactory completion of a college course(s) that is considered fire related. The reimbursement amount will be based on the following schedule:

If the bargaining unit member earns a "C" or above in a course reimbursement shall be at 100%.

If the bargaining unit member earns a grade below "C" or withdraws from the course no reimbursement shall be provided.

The maximum amount reimbursed shall be based on the tuition, fees and book expense established by the State Regents for Higher Education for Oklahoma State supported public institutions and shall not exceed $1,200 per semester**.** A bargaining unit member holding multiple degrees shall only receive the compensation identified for the highest single degree for which the employee qualifies. The following degree programs shall be considered fire-related: Fire Protection Technology, Paramedic and Nursing or other specific programs as approved by Management.

Section **7.** Those bargaining unit members, at or above pay grade 304, who obtain IFSAC, Proboard or other Instructor II certification, such other certification program to be approved in advance by the Fire Chief, shall receive $100 per month. Any employee receiving this certification pay may be used to provide training or instruct as directed by management.

Bargaining unit members above grade 303, who meet the requirements of Firefighter Specialist, as described in Section 2, A, shall receive an incentive pay of $100 per month.

Section 8. The position of EMS Officer shall be an assignment and not a promotion. Employees fulfilling the assignment shall retain their most recent rank and paygrade. Members assigned to an EMS Officer position shall receive a monthly stipend of five hundred dollars $500. EMS Officer of Field Operation assignment employees shall be assigned to each of the three twenty-four (24) hours shifts to fulfill the duties as outlined in the EMS Officer job description.

Section 9. Effective December 1, 2023, all out of class pay will be included in wages.

Section 10. Any 24-hour shift employee assigned by the Fire Chief to transfer to a 40-hour workweek shall receive a $125 stipend for each consecutively completed 40-hour work period. Employees on department approved training leave or who are unable to perform their job duties and placed on paid Administrative Duty or Light Duty shall not receive the stipend. All stipend requests shall be made within thirty (30) calendar days of completing a 40-hour work period or the employee forfeits the stipend for that period.

ARTICLE 28
UNIFORM ALLOWANCE AND PROTECTIVE GEAR

Section 1. The City will provide each member with a fire helmet, bunker coat, bunker pants, knee boots, day boots, suspenders, gloves, and a flashlight or any other equipment deemed necessary by the Fire Chief.

Such equipment shall be repaired or replaced by the City when in the opinion of the chief officers, such repairs or replacement are deemed necessary. Each member shall be responsible for the proper care and maintenance of the personal gear assigned.

Section 2. All bargaining unit members shall strictly adhere to the uniform standard established by the department. Any firefighter not conforming to the standard shall be subject to disciplinary action.

Section 3. All bargaining unit members will maintain a minimum of two (2) set of uniforms including two (2) long sleeve shirts, two (2) short sleeve shirts, and two (2) pairs of uniform trousers. All bargaining unit members shall maintain either Nomex or NFPA approved cotton station uniforms; except those bargaining unit members required to wear white shirts may wear similar type as approved by the Fire Chief. Uniforms shall be worn subject to the Fire Department Standard Operating Procedures and General Orders. Periodic uniform inspections will be conducted as directed by the Fire Chief. Notice of the inspection shall be posted on all department bulletin boards a minimum of one shift in advance.

Section 4. The City shall replace, repair or reimburse a bargaining unit member within a reasonable length of time, for any of the below items which are suddenly and unexpectedly damaged, destroyed, stolen or lost, as a result of on-the-job duties:

A. Uniform shirt or pants
B. Uniform patches, badges, nameplates or other required items in the standard uniform.
C. Civilian Clothing (Maximum $100)
D. Watches (Maximum $100)
E. Jewelry (Maximum $200)
F. Weapons (For Fire Marshals only)
G. Hearing Aids
F. Braces
H. Dentures
I. Prescription contact lenses (up to $90)
J. Prescription eyeglasses (up to $200)
K. Leather goods, hearing protection and protective glasses used at the firing range (For Fire Marshals only)
L. Safety Sunglasses that meet ANSI Z87.1-2015 standards for safety eyewear up to a maximum of one hundred and fifty ($150) dollars.

The bargaining unit member shall be required to provide a written explanation to the Fire Chief concerning the circumstances of how the item was damaged, destroyed, stolen or lost. The bargaining unit member shall also be required to provide a written estimate of repair, replacement or reimbursement of the damaged, destroyed or lost personal property.

Section 5. The City shall provide each Fire Marshal and Fire Investigator personal body armor. Each Marshal and Fire Investigator may select the type of body armor preferred among those approved by management. The City will pay a maximum of $450 toward the purchase of said equipment. Each Marshal shall be required to wear the personal body armor while on duty, however, the Fire Chief may waive such requirement.

ARTICLE 29
DRUG AND ALCOHOL TESTING

The Union and its bargaining unit members agree to comply with all of the provisions described in the Drug and Alcohol Testing regulations as described in the attached Exhibit "B". All testing of bargaining unit members required by the City shall occur during the regular work period of such employee.

ARTICLE 30
PROMOTIONS

Section 1. As has been established by city ordinance and policy the testing and screening methods for promotions are determined by the Fire Chief and will be announced in advance of accepting applications from qualified candidates.

Section 2. Promotion shall be subject to evaluation, seniority, education and ability. Each year of service with the Broken Arrow Fire Department shall count as one point on any competitive examination for promotion for a maximum of 20 points. College hours from a nationally recognized accredited university shall count as points on any competitive examination as follows:

60 – 89 hours of credit – 5 points
90 – 119 hours of credit –7.5 points
120+ hours of credit– 10 points

The sum total of a candidate's written examination and/or skills examination**,** assessment center raw score, seniority, and education will determine his or her final score and ranking on the promotional eligibility list. Employees will be allowed to review promotional tests at an appropriate time.

Section 3. The Union may appoint a bargaining unit member to observe promotional testing. The appointee shall be at or above the rank for which testing is being held and shall be mutually agreed upon by the Union and the Fire Chief and shall abide by all confidentiality requirements of the testing process. However, it is recognized that some of the upper ranks (positions above grade 305) have a limited number of employees and as a result recruiting an observer may be difficult. Therefore, in those situations when an observer is unattainable the Fire Chief and Union President may mutually agree to select another bargaining unit member to serve as the observer.

Section 4. Promotion ranking lists shall remain in effect for 12 months from the date of the first promotion from that list. The Fire Chief shall have the authority to select for promotion from the top three candidates on any promotional eligibility list. In the event the Fire Chief exercises the option to choose a lower scoring candidate for promotion out of the top three candidates, any higher scoring candidate shall be given a written explanation as to why he/she was not chosen for the position.

Section 5. Each year, at a time determined by the Fire Chief, the City will schedule an assessment center orientation. Any interested bargaining unit member may attend. The orientation will provide information on how an assessment center works and may provide examples of job-simulated exercises. Employees are encouraged, but not required to attend.

Section 6. The eligibility cut-off for all promotions shall be the date the vacancy occurred.

All promotions to vacant positions shall be made within a maximum of one-hundred eighty (180) days from the date of the vacancy when there is not an active promotional eligibility list. Any extension of this maximum timeline shall require a written and signed agreement by both parties. In the event there is no such agreement and a promotion extends beyond the one-hundred eighty (180) day maximum, the resulting promotion to a vacant position shall be effective, in all respects, including but not limited to wages, benefits and seniority, not later than the one-hundred eightieth (180th) day as herein stated.

Section 7. Within 30 days of a promotion the bargaining unit member will participate in an orientation program where in general the duties and responsibilities and expectations of the recently promoted employee will be discussed.

ARTICLE 31
SAVINGS CLAUSE

Section 1. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application and to this end, the provisions of this Agreement are severable.

Section 2. It is understood that the foregoing is a complete understanding of all the terms and conditions of employment to be governed by this Agreement during the contract period and it cannot be altered in any manner, save by the complete written concurrence of the parties subscribed hereto.

Section 3. Any appendices to this Agreement shall be numbered, dated and signed by the Employer and the Union, and shall be subject to the provision of this Agreement unless the terms of said appendices specifically delete or change a provision of this Agreement, and all appendices shall become a part of this Agreement as if specifically set forth herein.

Section 4. It is understood and agreed that the time limits found in this Agreement may be extended by mutual concurrence.

ARTICLE 32
DEATH BENEFIT

Section 1. The City shall provide a special death benefit in the amount of $25,000 to the survivor of any employee covered by this Agreement who dies while employed with the City of Broken Arrow. For purposes of this Agreement, survivor shall be the person(s) who is indicated as the beneficiary of the employee's pension or as otherwise provided by law.

ARTICLE 33
CITY ISSUED WEAPON

Section 1. The City agrees to allow a retiring bargaining unit member in the Fire Prevention Division with a minimum of 20 years of service the opportunity to retain their city issued handgun at no cost. No benefit is provided to any Fire Prevention member who retires with less than 20 years of service. The handgun must be transferred out of the City's name to the employee's name and the

appropriate A.T.F weapons forms must be properly completed. Any and all fees will be at the expense of the employee.

ARTICLE 34
DURATION OF AGREEMENT

This contract shall be effective as of the 1st day of July 2025 and shall remain in force and effect until June 30, 2027.

IN WITNESS WHEREOF, the parties have hereunto set their hands this __ day of _____, 2025.

CITY OF BROKEN ARROW, OKLAHOMA
Municipal Corporation

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

Agreed as to form and legality: _____
CITY ATTORNEY

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL 2551

BY: _____
PRESIDENT – IAFF Local 2551

ATTEST: _____
SECRETARY

SALARY SCHEDULE

Fire Fiscal Year 2025-2026

Position (Pay Grade)	**Step**											
	1	2	3	4	5	6	7	8	9	10	11	12
Firefighter Specialist (303)												
Annual	$68,838.7525	$71,335.4948	$73,788.2978	$76,310.4716	$79,147.4928	$82,018.8333	$85,099.8140	$87,974.2948	$91,439.1117	$95,044.2298	$98,370.7330	$101,912.0794
Biweekly	$2,647.6443	$2,743.6729	$2,838.0115	$2,935.0181	$3,044.1343	$3,154.5705	$3,273.0698	$3,383.6267	$3,516.8889	$3,655.5473	$3,783.4897	$3,919.6954
Hourly Rate	$23.6397	$24.4971	$25.3394	$26.2055	$27.1798	$28.1658	$29.2238	$30.2110	$31.4008	$32.6388	$33.7812	$34.9973
Lieutenant (304) Firefighter Paramedic (304)												
Annual	$79,681.4857	$82,254.8893	$84,979.9984	$88,046.4026	$91,152.6216	$94,483.8422	$97,586.5178	$100,955.5587	$103,454.8599	$107,537.2140	$111,781.1609	$115,693.6684
Biweekly	$3,064.6725	$3,163.6496	$3,268.4615	$3,386.4001	$3,505.8701	$3,633.9939	$3,753.3276	$3,882.9061	$3,979.0331	$4,136.0467	$4,299.2754	$4,449.7565
Hourly Rate	$27.3631	$28.2469	$29.1827	$30.2357	$31.3024	$32.4464	$33.5119	$34.6688	$35.5271	$36.9290	$38.3864	$39.7300
Captain (305)												
Annual					$98,459.4188	$102,165.3946	$105,754.7692	$109,421.3545	$113,739.3932	$118,231.2037	$121,777.6021	$126,040.0720
Biweekly					$3,786.9007	$3,929.4383	$4,067.4911	$4,208.5136	$4,374.5920	$4,547.3540	$4,683.7539	$4,847.6951
Hourly Rate					$33.8116	$35.0843	$36.3169	$37.5760	$39.0589	$40.6014	$41.8192	$43.2830
Deputy Fire Marshal (305)												
Annual	$85,205.0319	$88,555.5816	$91,636.5411	$95,028.8576	$98,459.4188	$102,165.3946	105,754.7692	$109,421.3545	$113,739.3932	$118,231.2037	$121,777.6021	$126,040.0720
Biweekly	$3,277.1166	$3,405.9839	$3,524.4824	$3,654.9561	$3,786.9007	$3,929.4383	$4,067.4911	$4,208.5136	$4,374.5920	$4,547.3540	$4,683.7539	$4,847.6951
Hourly Rate	$29.2600	$30.4106	$31.4686	$32.6335	$33.8116	$35.0843	$36.3169	$37.5760	$39.0589	$40.6014	$41.8192	$43.2830

Training Officer (305)												
Annual	$85,205.0319	$88,555.5816	$91,636.5411	$95,028.8576	$98,459.4188	$102,165.3946	$105,754.7692	$109,421.3545	$113,739.3932	$118,231.2037	$121,777.6021	$126,040.0720
Biweekly	$3,277.1166	$3,405.9839	$3,524.4824	$3,654.9561	$3,786.9007	$3,929.4383	$4,067.4911	$4,208.5136	$4,374.5920	$4,547.3540	$4,683.7539	$4,847.6951
Hourly Rate	$40.9640	$42.5748	$44.0560	$45.6870	$47.3363	$49.1180	$50.8436	$52.6064	$54.6824	$56.8419	$58.5469	$60.5962
District Fire Chief (306)												
Annual	Effective July 1, 2027, or upon opening Fire Station 8, whichever is earlier					$110,440.7915	$114,320.9055	$118,284.4842	$122,952.2840	$127,807.9312	$131,641.5879	$136,249.3179
Biweekly						$4,247.7200	$4,396.9600	$4,549.4000	$4,728.9300	$4,915.6900	$5,063.1400	$5,240.3600
Hourly Rate						$37.9261	$39.2586	$40.6197	$42.2226	$43.8901	$45.2066	$46.7889
Battalion Fire Chief (307)												
Annual								$135,645.5479	$141,015.3430	$145,949.8965		
Biweekly								$5,217.1365	$5,423.6670	$5,613.4576		
Hourly Rate								$46.5816	$48.4256	$50.1202		
Fire Marshal (308)												
Training Major (308)												
Annual			$103,688.55	$109,823.68	$116,346.69	$123,292.49	$130,587.61	$138,305.56	$143,779.16	$148,811.12		
Biweekly			$3,988.02	$4,223.99	$4,474.87	$4,742.02	$5,022.60	$5,319.44	$5,529.97	$5,723.50		
Hourly Rate			$49.85	$52.80	$55.94	$59.28	$62.78	$66.49	$69.12	$71.54		
Deputy Fire Chief (309)												
Annual								$156,930.46	$161,949.72	$167,618.13		
Biweekly								$6,035.79	$6,228.84	$6,446.85		
Hourly Rate								$75.45	$77.86	$80.59		

SALARY SCHEDULE
Fire Fiscal Year 2026-2027

Position (Pay Grade)	Step											
	1	2	3	4	5	6	7	8	9	10	11	12
Firefighter Specialist (303)												
Annual	$71,592.3026	$74,188.9146	$76,739.8297	$79,362.8905	$82,313.3925	$85,299.5867	$88,503.8066	$91,493.2666	$95,096.6762	$98,845.9990	$102,305.5624	$105,783.9515
Biweekly	$2,753.5501	$2,853.4198	$2,951.5319	$3,052.4189	$3,165.8997	$3,280.7533	$3,403.9926	$3,518.9718	$3,657.5645	$3,801.7692	$3,934.8293	$4,068.6135
Hourly Rate	$24.5853	$25.4770	$26.3530	$27.2537	$28.2670	$29.2924	$30.3928	$31.4194	$32.6568	$33.9444	$35.1324	$36.3269
Lieutenant (304)												
Firefighter Paramedic (304)												
Annual	$82,868.7451	$85,545.0849	$88,379.1984	$91,568.2587	$94,798.7265	$98,263.1959	$101,489.9785	$104,993.7810	$107,593.0543	$111,838.7025	$116,252.4074	$120,321.4151
Biweekly	$3,187.2594	$3,290.1956	$3,399.1999	$3,521.8561	$3,646.1049	$3,779.3537	$3,903.4607	$4,038.2223	$4,138.1944	$4,301.4886	$4,471.2464	$4,627.7467
Hourly Rate	$28.4577	$29.3767	$30.3500	$31.4451	$32.5545	$33.7442	$34.8523	$36.0556	$36.9482	$38.4061	$39.9218	$41.3192
Captain (305)												
Annual					$102,397.7956	$106,252.0103	$109,984.9599	$113,798.2087	$118,288.9689	$122,960.4518	$126,648.7062	$131,081.6749
Biweekly					$3,938.3768	$4,086.6158	$4,230.1908	$4,376.8542	$4,549.5757	$4,729.2481	$4,871.1041	$5,041.6029
Hourly Rate					$35.1641	$36.4876	$37.7696	$39.0791	$40.6212	$42.2254	$43.4920	$45.0143
Deputy Fire Marshal (305)												
Annual	$88,613.2332	$92,097.8049	$95,302.0027	$98,830.0119	$102,397.7956	$106,252.0103	$109,984.9599	$113,798.2087	$118,288.9689	$122,960.4518	$126,648.7062	$131,081.6749
Biweekly	$3,408.2013	$3,542.2233	$3,665.4616	$3,801.1543	$3,938.3768	$4,086.6158	$4,230.1908	$4,376.8542	$4,549.5757	$4,729.2481	$4,871.1041	$5,041.6029
Hourly Rate	$30.4304	$31.6270	$32.7273	$33.9389	$35.1641	$36.4876	$37.7696	$39.0791	$40.6212	$42.2254	$43.4920	$45.0143

Training Officer (305)												
Annual	$88,613.2332	$92,097.8049	$95,302.0027	$98,830.0119	$102,397.7956	$106,252.0103	$109,984.9599	$113,798.2087	$118,288.9689	$122,960.4518	$126,648.7062	$131,081.6749
Biweekly	$3,408.2013	$3,542.2233	$3,665.4616	$3,801.1543	$3,938.3768	$4,086.6158	$4,230.1908	$4,376.8542	$4,549.5757	$4,729.2481	$4,871.1041	$5,041.6029
Hourly Rate	$42.6025	$44.2778	$45.8183	$47.5144	$49.2297	$51.0827	$52.8774	$54.7107	$56.8697	$59.1156	$60.8888	$63.0200

District Fire Chief (306)	Effective July 1, 2027, or upon opening Fire Station 8, whichever is earlier											
Annual						$114,858.4275	$118,893.7440	$123,015.8626	$127,870.3741	$132,920.2488	$136,907.2535	$141,699.2941
Biweekly						$4,247.7200	$4,396.9600	$4,549.4000	$4,728.9300	$4,915.6900	$5,063.1400	$5,240.3600
Hourly Rate						$39.4431	$40.8289	$42.2445	$43.9115	$45.6457	$47.0149	$48.6605

Battalion Fire Chief (307)												
Annual									$141,071.3698	$146,655.9568	$151,787.8923	$156,341.5291
Biweekly									$5,425.8219	$5,640.6137	$5,837.9959	$6,013.1357
Hourly Rate									$48.4448	$50.3626	$52.1250	$53.6887

Fire Marshal (308)												
Training Major (308)												
Annual			$107,836.0921	$114,216.6292	$121,000.5595	$128,224.1932	$135,811.1149	$143,837.7840	$149,530.3281	$154,763.5628	$160,954.1054	$167,392.2696
Biweekly			$4,147.5420	$4,392.9473	$4,653.8677	$4,931.6997	$5,223.5044	$5,532.2225	$5,751.1665	$5,952.4447	$6,190.5425	$6,438.1642
Hourly Rate			$51.8443	$54.9118	$58.1733	$61.6462	$65.2938	$69.1528	$71.8896	$74.4056	$77.3818	$80.4771

Deputy Fire Chief (309)												
Annual								$163,207.6815	$168,427.7097	$174,322.8551	$179,552.5408	$184,939.1170
Biweekly								$6,277.2185	$6,477.9888	$6,704.7252	$6,905.8670	$7,113.0430
Hourly Rate								$78.4652	$80.9749	$83.8091	$86.3233	$88.9130

Exhibit B

Drug and Alcohol Testing Policy (Non-DOT)

1.0 PURPOSE

The City of Broken Arrow considers its employees to be its most valuable resource and is concerned about the health, safety, wellbeing, and satisfactory work performance of all employees. The use, abuse, and dependence on alcohol and/or drugs can seriously affect the health of employees, jeopardize their own safety and that of others, as well as impair job performance.

2.0 ORGANIZATIONS AFFECTED

This Policy shall apply to all employees of the City of Broken Arrow ("City") with the exception of employees governed by the Department of Transportation drug and alcohol testing regulations for commercial drivers. Those persons should refer to the City's Drug and Alcohol Testing Policy (DOT).

3.0 POLICY

The possession, use, manufacture, dispensation, sale, or distribution of alcohol, illegal drugs, synthetic drugs, and/or kratom, (this includes illegally obtained prescription medication) while on duty or while in or on City property is prohibited.

Being under the influence of alcohol and illegal drugs (this also includes illegally obtained prescription medications), synthetic drugs, and/or kratom, while on duty or while in or on City property is prohibited.

Employees who violate any aspect of this policy (including receiving a confirmed positive test result or refusing to submit to testing) may be subject to disciplinary action, up to and including termination. Employees may also be subject to suspension with pay pending further investigation. In addition, the City may, at its' discretion, require employees who violate this policy to successfully complete a substance abuse assistance or rehabilitation program as a condition of continued employment.

Medical Marijuana Notice: The City prohibits the use, possession, or consumption of marijuana, including medical marijuana, on its property or premises as well as during an employee's hours of employment or fulfillment of employment obligations regardless of whether an employee holds a medical marijuana license (MML). The City prohibits all employees from being under the influence of marijuana, including medical marijuana or medical marijuana product, while at work or during the fulfillment of any employment obligations, regardless of whether an employee has an MML. The City

will discipline, up to and including termination, any employee in a Safety-Sensitive Position or performing safety-sensitive job duties, as defined in this policy, who tests positive for marijuana, its components, or metabolites, regardless of whether that employee holds an MML. No employee needs to disclose that he or she holds an MML except if an employee tests positive for marijuana, in which case that employee may be asked to produce a valid Oklahoma MML for inspection and consideration.

4.0 DEFINITIONS

4.1 "Alcohol" means ethyl alcohol or ethanol.

4.2 "City property" includes, but is not limited to, any City facility, employee or contractor parking lots, and City or contractor owned or leased vehicles, vessels, aircraft, and other equipment.

4.3 “Confirmation test" means a drug or alcohol test on a sample to substantiate the results of a prior drug or alcohol test on the same sample and which uses different chemical principles and is of equal or greater accuracy than the prior drug or alcohol test. Where a breathalyzer test is utilized, a confirmation test means a second sample test that confirms the prior result. Where a single-use test is utilized, a confirmation test means a second test confirmed by a testing facility. A breath or blood specimen may be used for the confirmation test for alcohol. A urine, saliva, or blood specimen may be used for the confirmation test for drugs.

4.4 "Drug or alcohol test" means a chemical test administered for the purpose of determining the presence or absence of a drug of its metabolites or alcohol in a person’s bodily tissue, fluids, or products.

4.5 "Drugs" include, but are not limited to, amphetamines, cannabinoids (for example marijuana, hashish), cocaine, phencyclidine (PCP), hallucinogens (for example LSD), methaqualone, opiates / synthetic narcotics (for example codeine, heroin, morphine), barbiturates, benzodiazepines, designer drugs, or a metabolite of any of the substances listed herein. The substances tested shall be for drugs and alcohol as defined in the Standards for Workplace Drug and Alcohol Testing Act, including controlled substances approved for testing by rule by the State Commissioner of Health. In addition, employees can be tested for Kratom and synthetic drugs.

4.6 Synthetic drugs are man-made substances that are designed to mimic the effects of naturally occurring drugs such as marijuana, cocaine, or ecstasy. Synthetic drugs are often referred to as designer drugs or novel psychoactive substances.

4.7 “Employees” means all City employees except those subject to the drug and alcohol testing policy for Commercial Drivers. If you have questions, see your

department director of Human Resources.

4.8 "Medical Review Officer" - means a person, qualified by the State Board of Health, who is responsible for receiving results from a testing facility which have been generated by the City's drug or alcohol testing program, and who has knowledge and training to interpret and evaluate an individual's test result together with the individual's medical history and any other relevant information.

4.9 "On duty" means any time an employee is acting on behalf of the City, any time during which the employee is being compensated by the City, and non-paid breaks of one hour or less.

4.10 A "positive" test result means that the drug or alcohol test indicated the presence of a drug, its metabolite, or alcohol at or above the cutoff level, established by the State Board of Health.

4.11 "Safety-Sensitive Position" or "performing safety-sensitive job duties" is defined in Section 14.

4.12 "Sample" means tissue, fluid, or product of the human body chemically capable of revealing the presence of drugs or alcohol in the human body.

4.13 "Testing facility" means any person, including any laboratory, hospital, clinic or facility, either off or on the premises of the employer, which provides laboratory services to test for the presence of drugs or alcohol in the human body.

5.0 RESPONSIBILITY

5.1 Employee: It is the responsibility of each employee when reporting to work to be free from the influence and use of any illegal drug or alcohol and to comply with the City's Alcohol and Drug Free Workplace Policy.

5.2 Supervisor, Manager, Department Director: It is the responsibility of supervisors, managers, department directors and other administrative employees to administer this policy and identify and report possible violations of this policy to the Human Resources Department.

5.3 Human Resources Department: It is the responsibility of the Human Resources Department to periodically schedule substance abuse education and awareness training for employees, drug and alcohol detection training to supervisory and management personnel, schedule when necessary drug and alcohol testing and

to maintain confidential records of such results (see also section 12).

5.4 Employee Assistance Program: The City currently maintains an Employee Assistance Program which means an in-house or contracted program which at a minimum provides drug and alcohol dependency evaluation and referral services for substance abuse counseling, treatment or rehabilitation.

6.0 TYPES OF TESTING

6.1 Applicant Testing: Upon a conditional offer of employment, all applicants for employment will be required to undergo drug testing. Refusing to submit to testing or a confirmed positive test result is grounds to refuse to hire.

6.2 For Cause Testing: The City may require an employee to undergo drug or alcohol testing if it reasonably believes that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances:

1. drugs or alcohol on or about the employee's person or in the employee's vicinity,

2. conduct on the employee's part that suggests impairment or influence of drugs or alcohol,

3. a report of drug or alcohol use while at work or on duty, or

4. information that an employee has tampered with drug or alcohol testing at any time.

6.3 Post-accident Testing: The City may require an employee to undergo drug or alcohol testing if the employee or another person has sustained an injury while at work or property has been damaged while at work, including damage to equipment.

6.4 Random Testing: The City may require the following employees to undergo drug or alcohol testing on a random selection basis: 1) police or peace officers including all bargaining unit members of the Fraternal Order of Police; 2) those with drug interdiction responsibilities; 3) those authorized to carry firearms; 4) those engaged in activities which directly affect the safety of others such as firefighters, EMS personnel including all bargaining unit members of the International Association of Firefighters, employees who operate any City construction equipment or any City vehicles, dispatchers or any employee assigned to operate communication equipment or jailers; 5) those who work in direct contact with inmates in the custody of the Department of Corrections or work in direct contact with juvenile delinquents or children in need of supervision in the custody of the Department of Human Services.

"Random Selection Basis" means a mechanism for selecting employees for drug or alcohol testing that results in an equal probability that any employee from the group of employees subject to the selection mechanism will be selected which, does not give the City discretion to waive the selection of any employee selected under the mechanism.

Every employee who is selected for random drug or alcohol testing shall proceed to the test site immediately upon notification, unless the employee is actively performing a safety-sensitive function at the time of notification which will not reasonable allow his or her replacement. In such cases, the employee's supervisor shall ensure that the employee proceeds to the testing site as soon as possible.

Generally, employees will be informed that they have been selected to submit samples after they have arrived at work on the day of collection. Specimen collection shall occur as soon as possible after the beginning of the work shift.

6.5 Post-rehabilitation Testing: If an employee is allowed to return to work after a confirmed positive test result or following participation in a drug/alcohol dependency treatment plan, the employee will be subject to drug and alcohol tests without notice for a period of up to two years from the date of the employee's return to work.

6.6 Results and confirmation testing: Positive results will receive a confirmation test. If the confirmation test yields a positive result, the test result will be a "confirmed positive."

The employee or applicant may have the same sample re-tested if the employee/applicant requests, in writing, such a re-test within twenty-four

(24) hours of receipt of notification of the positive result in order to challenge the results. See also Section 9.0, titled Cost of Testing. In addition, the employee or applicant shall, at all times, have the right to explain the test results in confidence.

7.0 Testing Methods and Collection Procedures

All collection and testing shall be done in accordance with the rules promulgated by the State Board of Health.

All sample collection and testing for drugs and alcohol pursuant to the provisions of this act shall be conducted in accordance with the following conditions:

1. Samples shall be collected and tested only by individuals deemed

qualified by the State Board of Health and may be collected on the premises of the employer;

2. Only samples deemed appropriate by the State Board of Health for drug and alcohol testing shall be collected;

3. The collection of samples shall be performed under reasonable and sanitary conditions;

4. A sample shall be collected in sufficient quantity for splitting into two separate specimens, pursuant to rules of the State Board of Health, to provide for any subsequent independent analysis in the event of challenge of the test results on the main specimen;

5. Samples shall be collected and tested with due regard to the privacy of the individual being tested. In the instances of urinalysis, no employer or representative, agent or designee of the employer shall directly observe an applicant or employee in the process of producing a urine sample; provided, however, collection shall be in a manner reasonably calculated to prevent substitutions or interference with the collection or testing of reliable samples;

6. Sample collection shall be documented, and the documentation procedures shall include:

    a. labeling of samples so as reasonably to preclude the probability of erroneous identification of test results, and

    b. an opportunity for the applicant or employee to provide notification of any information which the applicant or employee considers relevant to the test, including identification of currently or recently used prescription or nonprescription drugs, or other relevant information;

7. Sample collection, storage, and transportation to the testing facility shall be performed so as to reasonably preclude the probability of sample contamination or adulteration;

8. Sample testing shall conform to scientifically accepted analytical methods and procedures. Testing shall include confirmation of any positive test result by gas chromatography, gas chromatography-mass spectroscopy, or an equivalent scientifically accepted method of equal or greater accuracy as approved by Board rule, at the cutoff levels as determined by Board rule, before the result of any test may be used as a basis for

refusal to hire a job applicant or any action by an employer pursuant to Section 10 herein; and

9. A written record of the chain of custody of the sample shall be maintained from the time of the collection of the sample until the sample is no longer required.

8.0 Time of Testing

All testing of current employees required by the City shall occur during or immediately after the regular work period of such employee and shall be deemed work time for purposes of compensation and benefits to an employee.

9.0 Cost of Testing

The City shall pay all costs of testing for drugs or alcohol required under this policy, including confirmation tests required. The City will pay the cost of transportation if the testing of a current employee is conducted at a place other than the workplace. Provided, however, an individual who requests a retest under Section 6.1.6 shall pay all costs of the retest, unless the retest reverses the findings of the challenged positive test in which case, the City shall reimburse the individual for the costs of the retest.

10. Potential Adverse Personnel Actions

10.1 If an employee reports to Human Resources that he or she has a drug or alcohol abuse problem prior to being requested to test under this policy and prior to being charged with violating any provision of this policy, that employee will be given the option to complete a City approved rehabilitation program and agree to the post rehabilitation testing as described in Section 6.5. If the employee accepts that option and completes all requirements listed herein, the employee will not receive any discipline for self-reporting. However, at all times, the employee remains subject to this policy. Merely selecting the option described herein does not relieve the employee of discipline which may be imposed due to a positive result as described in this section or which may be imposed for any other violation of this or any other regulation, policy, practice, law or the like.

10.2 The City may take disciplinary action, up to and including termination, against an employee who refuses to undergo drug or alcohol testing or who tests positive for the presence of drugs or alcohol. Such discipline will follow a pre-determination hearing, if applicable. In addition to the alleged offense, the appropriate course of action shall be determined based on the employee's total work record including but not limited to any prior drug or alcohol problems.

10.3 The City, in its sole discretion, may offer continued employment after discovering a violation of this regulation which shall be contingent upon the employee agreeing in writing to undergo Post-Rehabilitation Testing as provided

in Section 6.5 and to satisfactorily participate in the Employee Assistance Program or another program recommended by the EAP as directed by the City.

10.4 Grievances arising from implementation and operation of this drug testing policy will be handled through the Grievance Policy or applicable collective bargaining procedures.

10.5 **Medical Marijuana Notice:** The consequences described in this section will apply to a person who tests positive for marijuana if that person (i) does not possess a valid Oklahoma medical marijuana license (MML); or (ii) possesses, consumes, or is under the influence of medical marijuana or medical marijuana product while at the place of employment of during the fulfillment of employment obligations; or (iii) is or would be assigned to a Safety-Sensitive Position or is performing safety-sensitive job duties, as defined in this policy.

11. Rights of an Applicant or Employee to Explain Test Results

An applicant or employee may have a reasonable opportunity to explain, in confidence, any reasons that the test result, in the applicant's or employee's opinion, may have been positive, including the opportunity to explain in confidence to the City's Medical Review Officer the presence of any drug in the applicant or employee's system, or any other relevant information, and to substantiate such explanation with medical evidence.

12. Confidential Records

Records of all drug and alcohol test results and related information maintained by the City shall be the property of the City and, upon the request of the applicant or employee tested, shall be made available for inspection and copying to the applicant or employee tested. The City will not release such records to any person other than the applicant or employee tested, except that the City may release the records for any of the following purposes:

1. As admissible evidence by the City or the individual tested in a case or proceeding before a court of record or administrative agency if either the City of the individual tested are names parties in the case or proceeding;

2. In order to comply with a valid judicial or administrative order; or

3. To the City's employees, agents and representatives who need access to such records in the administration of the Standards For Workplace Drug and Alcohol Testing Act.

Notwithstanding the foregoing, the City may enter into a contract with another employer allowing the entities to share the results of drug or alcohol testing of any tested person who works pursuant to such contractual agreement.

13. Available Appeal Procedures

Any employee who disagrees with a personnel action taken as a result of his or her refusal to undergo drug or alcohol testing, or because of a test result, will upon request, be given an opportunity to discuss such matter with the Human Resources Director, or his or her designated representative. Such discussion shall constitute the employee's or applicant's appeal to any personnel action taken, except to the extent that the employee has other grievance rights via City personnel policies and procedures or a collective bargaining agreement.

14. Safety-Sensitive Position or performing safety-sensitive job duties

Being in a Safety-Sensitive Position or performing safety-sensitive job duties includes tasks or duties that the City reasonably believes could affect the safety and health of the employee performing the task or others.

Safety-Sensitive Positions: The City's designated Safety-Sensitive Positions are maintained, reviewed and updated as needed, on the City's Safety-Sensitive Position List.

Generally, the City designates any employee engaged in the following duties as an employee in a Safety-Sensitive Position and/or performing safety-sensitive job duties:

1. The handling, packaging, processing, storage, disposal or transport of hazardous materials,
2. The operation of a motor vehicle, other vehicle, equipment, machinery or power tools,
3. Repairing, maintaining or monitoring the performance or operation of any equipment, machinery or manufacturing process, the malfunction or disruption of which could result in injury or property damage,
4. Performing firefighting duties,
5. The operation, maintenance or oversight of critical services and infrastructure including, but not limited to, electric, gas, and water utilities, power generation or distribution,
6. The extraction, compression, processing, manufacturing, handling, packaging, storage, disposal, treatment or transport of potentially volatile, flammable, combustible materials, elements, chemicals or

any other highly regulated component,

7. Dispending pharmaceuticals,
8. Carrying a firearm, or
9. Direct patient care of direct child care.

The City designates any employee driving a vehicle in the course and scope of employment as performing safety-sensitive job duties. This shall include any time spent preparing to drive which shall ordinarily be not more than thirty minutes prior to driving.
The City reserves the right to modify the Safety-Sensitive Positions List in keeping with the law as positions or duties may change from time to time. If you have a question as to whether your job has been designated a Safety-Sensitive Position or whether you are performing safety-sensitive job duties, as your manager or Human Resources.

15. Questions about this policy

This Policy is governed by and subject to the laws of the State of Oklahoma, Okla. Stat. tit. 40 § 551 et seq. Should you have any questions about this Policy, please contact the Human Resources Department.

City of Broken Arrow

Request for Action

File #: 26-291, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:

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

Background:

On February 6, 2018, the City Council adopted specific guidelines for when citizens wish to speak at a City Council meeting or before any other City Board or Commission. Specifically, City Council approved the Request to Appear Before the City Council form as well as the "Guidelines if you wish to speak at a City Council meeting".

On April 20, 2021, Council approved modifications to remove the requirement for public speakers to state their address and only require public speakers to state whether they reside or own a business in Broken Arrow. Public speakers were still required to provide their address on the Request to Appear form. In addition, there were restrictions added regarding the presentation of electronic or printed materials by the public during the public comment period and provided for their submission to the City Council, Boards, or Commissions.

The City has adopted the Standard Code of Parliamentary Procedure by Alice Sturgis, 4th Edition as the rules of order to conduct all City meetings. The rules provide the chairperson with broad power and discretion to manage public meetings. These proposed Guidelines explicitly enumerate some of those powers, including the power to interrupt or terminate public comment if necessary to maintain order, efficiency or safety of the meeting.

Additionally, the Guidelines are consolidated to have one set that is applicable to City Council meetings as well as meetings of Boards and Commissions. The "Request to Appear Before the Broken Arrow City Council" and "Request to Appear Before Board or Commission" forms have been modified to reflect all Guideline modifications.

Cost: $0

Funding Source: None

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: 1. Guidelines to Speak at Council, Board, or Commission Meeting
2. Request to Appear before City Council
3. Request to Appear before Board or Commission

Recommendation:

As Council Directs

BROKEN ARROW

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GUIDELINES IF YOU WISH TO SPEAK AT A CITY COUNCIL, BOARD OR COMMISSION MEETING

- Public comment periods are provided at the discretion of the Council and may be canceled or suspended for any specific agenda item by the Mayor or Chairperson, as presiding officer, to ensure efficient conduct of business. Reasons for cancellation include, but are not limited to: (1) time constraints due to a lengthy agenda or urgent matters; (2) redundancy with prior public hearings or comments on the same item; (3) safety or security concerns; (4) compliance with applicable laws or court orders; or (5) other circumstances where comment would disrupt the orderly transaction of public business. Such decisions shall be announced at the start of the relevant agenda item or as soon as practicable and shall be viewpoint-neutral.

- For items on the Posted Agenda, please fill out a "Request to Appear Before the Broken Arrow City Council" or "Request to Appear Before the Board or Commission" form. The forms are available outside the City Council Chambers. Please turn in your form to the Clerk at least five minutes prior to the beginning of the meeting. Each speaker has up to three (3) minutes. The Mayor or Chairperson may set a maximum time limit for posted agenda items.

- For items not listed on the agenda, but related to City business or services, you may speak to the Council/Board/Commission by selecting the "Citizen's Opportunity to Speak" box on the appropriate form. Please fill out a "Request to Appear Before the Broken Arrow City Council" or "Request to Appear Before the Board or Commission" form. The forms are available outside the City Council Chambers. Please turn in your form to the Clerk at least five minutes prior to the beginning of the meeting. Each speaker has up to three (3) minutes. Please be aware that state law prohibits the Council from taking action on items presented under this section of the agenda.

- If you want someone to speak for your group, please submit all forms completed by the group and the designated speaker(s).

Welcome to the Broken Arrow City Council Meeting

- Zoning Applicants will have a maximum of ten (10) minutes to present testimony in favor of the request and an additional five (5) minutes for rebuttal if any opponents of the application have spoken. The Mayor or Chairperson reserves the right to extend the presentation time.

- City Staff members are a resource to the City Council and are present to answer questions and provide additional information.

- If you do not want to address the Council/Board/Commission but would like it known that you are in favor of or in opposition to an agenda item, please mark the appropriate section on the appropriate form.

- The City of Broken Arrow welcomes public participation and comments at public meetings. However, the City must take reasonable measures to safeguard its technology resources and to promote meeting focus. As such, electronic materials shall be presented to the City Clerk's Office no later than noon the day before the scheduled meeting to allow for City Staff to conduct a viral scan of all electronic materials presented. Any printed materials the public may wish to submit for consideration must be provided to the City Clerk on the date of the meeting at least five minutes prior to the start of the meeting. The presiding officer of a City meeting has the right to waive these pre-submission requirements.

WHEN YOU SPEAK

- Speakers will be heard only upon recognition by the Mayor or Chairperson. Remarks shall be addressed to the Council/Board/Commission as a whole and not any individual City Council/Board/Commission Member. Please do not speak to the audience or to any individual in the audience.

- Adjust the microphone so that it is pointed at your mouth, speak clearly, and begin by stating your name and whether you reside or own a business in Broken Arrow.

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Welcome to the Broken Arrow City Council Meeting

- Limit your remarks to the allotted time limit. A light system in front of the City Clerk will help you pace your remarks. A green light stays on until you reach your final minute, when a yellow light comes on, please conclude your remarks. When the red light comes on, please stop and return to your seat.

- Please focus on new or unique information that other speakers have not covered.

- Comments should address the merits or problems of the issue. Personal attacks on previous speakers, or on the applicant, are generally not helpful. In any event, the speaker is responsible for the content of the speech.

- The Mayor or Chairperson, as presiding officer, may interrupt or terminate a speaker's comments at their discretion if necessary to maintain order, efficiency, or safety. Reasons for such action include, but are not limited to: (1) exceeding the allotted time limit; (2) comments that are repetitive or cumulative or prior speakers; (3) off-topic remarks unrelated to the agenda item or City business; (4) disruptive conduct, such as shouting, threats, or interference with the meeting; (5) use of obscene, profane, or fighting words that pose an imminent risk of inciting violence; or (6) violations of these guidelines or applicable law. Where feasible, the Mayor or Chairperson will provide a warning before terminating comments. All decisions by the Mayor or Chairperson are final during the meeting but may be appealed through appropriate channels post-meeting.

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Request to Appear Before the City Council

(Please submit one form for each agenda item)

Date of Meeting: _____

Name: _____ Daytime Phone: _____

Address: _____ City: _____ State: _____

Zip: _____ E-mail Address: _____

Agenda Item Number/Letter _____ (i.e., **9B, 11C**, etc.)

_____ I wish to speak **IN FAVOR** of this item.

_____ I wish to speak **IN OPPOSITION** to this item.

_____ I do not wish to speak; however, please record my ____ SUPPORT ____ OPPOSITION.

☐ **Citizen's Opportunity to Speak:** This item is available to citizens to speak on any subject not on the agenda but related to City business or service. However, by state law, no action may be taken on this topic at this meeting. It can be studied for a future report or action.

Topic of Discussion:

_____

_____

Supporting Materials:

_____

_____

Acknowledgment: By signing, I acknowledge I have read and agree to abide by the "Guidelines If You Wish to Speak at the Meeting," including time limits, decorum rules, and the presiding officer's authority to manage comments.

Signature: _____ Date: _____

Return this form and eight copies of any supporting materials to the City Clerk at least 5 minutes before the start of the meeting you are attending.

This form and all information contained thereon shall be subject to inspection and conveyance to a requesting party pursuant to the Oklahoma Open Records Act and is hereby considered an Open Record for said purposes. No confidentiality shall apply to any information on this form unless specifically enumerated under the Oklahoma Open Records Act.

Revised: March 3, 2026

BROKEN ARROW
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Request to Appear Before the Board or Commission

(Please submit one form for each agenda item)

Date of Meeting: _____

Name: _____ Daytime Phone: _____

Address: _____ City: _____ State: _____

Zip: _____ E-mail Address: _____

Agenda Item Number/Letter _____ (i.e., **9B, 11C**, etc.)

_____ I wish to speak **IN FAVOR** of this item.

_____ I wish to speak **IN OPPOSITION** to this item.

_____ I do not wish to speak; however, please record my ____ SUPPORT ____ OPPOSITION.

☐ **Citizen's Opportunity to Speak:** This item is available to citizens to speak on any subject not on the agenda but related to City business or service. However, by state law, no action may be taken on this topic at this meeting. It can be studied for a future report or action.

Topic of Discussion:

_____

_____

Supporting Materials:

_____

_____

Acknowledgment: By signing, I acknowledge I have read and agree to abide by the "Guidelines If You Wish to Speak at the Meeting," including time limits, decorum rules, and the presiding officer's authority to manage comments.

Signature: _____ Date: _____

Return this form and eight copies of any supporting materials to the City Clerk at least 5 minutes before the start of the meeting you are attending.

This form and all information contained thereon shall be subject to inspection and conveyance to a requesting party pursuant to the Oklahoma Open Records Act and is hereby considered an Open Record for said purposes. No confidentiality shall apply to any information on this form unless specifically enumerated under the Oklahoma Open Records Act.

Revised: March 3, 2026

City of Broken Arrow

Request for Action

File #: 26-353, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:

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

Background:
Purpose and intent of this Ordinance is to protect public ways and the City stormwater system from concrete residue and wash water. The Ordinance provides definitions for concrete, concrete wash water, effective containment (examples include chute-closure devices, catch pans/bins, drip trays, lined containment, vacuum recovery, or equivalent methods), public right-of-way, and stormwater system.

The Ordinance also makes it unlawful to discharge, deposit, spill, allow to escape, or track concrete, slurry, wash water, or other construction materials onto or into the ROW or stormwater system. This Ordinance requires the operator to implement effective containment when a chute, hopper, or equipment is used within, from, or over the public ROW, while expressly stating the ordinance does not impose vehicle equipment requirements beyond state law (i.e., compliance can be achieved operationally). Also requires washout only in a designated containment area on private property (or as otherwise authorized by permit) and prohibits dry-brooming or flushing into gutters, inlets, or ditches. The Ordinance further requires immediate cessation and prompt removal/disposal; requires immediate notification to the Stormwater Division if materials enter storm drains, inlets, ditches, channels, or watercourses.

This Ordinance authorizes City cleanup if the party responsible fails to do so, and recovery of actual costs, in addition to penalties. This Ordinance establishes civil offense penalties. Each act and each day may be a separate offense; includes permit suspension or revocation and stop-work orders where applicable.

The remedies in this Ordinance are cumulative with Chapter 25 Stormwater Management and state “loss of load” remedies, and confirms it regulates operations in the ROW without imposing preempted vehicle equipment mandates.

Cost: $0

Funding Source: N/A

Requested By: Streets & Stormwater

Approved By: City Manager’s Office

Attachments: Ordinance No. 3907

Recommendation:
Preview Ordinance No. 3907 and set for adoption.

ORDINANCE NO. 3907

AN ORDINANCE AMENDING THE BROKEN ARROW CODE OF ORDINANCES, CHAPTER 21 – STREETS AND SIDEWALKS – SECTION 21-12 – ALLOWING CONSTRUCTION MATERIALS TO SPILL ONTO PUBLIC WAYS; REPLACING ENTIRE SECTION; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

SECTION 1. Amendment.

That Chapter 21, Streets and Sidewalks, Section 21-12, "Allowing construction materials to spill onto public ways," of the Broken Arrow Code of Ordinances is hereby amended by adding a new section:

§ 21-12. Allowing construction materials to spill onto public ways; Concrete delivery; deposit, containment, cleanup, and enforcement.

(a) Purpose and intent.

To protect public streets, sidewalks, alleys, the public right-of-way, and the municipal Stormwater system from concrete residue and wash water, and to ensure safe, clean construction operations.

(b) Definitions.

1. "Concrete" means cement concrete and any cementitious mixture, including mortar, grout, and concrete slurry.

2. "Concrete wash water" means water or liquid slurry resulting from washing or rinsing concrete mixers, chutes, hoppers, tools, or equipment.

3. "Effective containment" means any operational method, device, or combination thereof that prevents concrete, slurry, or concrete wash water from discharging, spilling, dripping, tracking, or otherwise entering the public right-of-way or Stormwater system. Examples include, without limitation, a chute-closure device, catch pan or bin, drip tray, lined containment, vacuum recovery, or functionally equivalent capture systems.

4. "Public right-of-way" (ROW) includes any public street, roadway, alley, sidewalk, curb, gutter, ditch, storm drain, inlet, or other publicly maintained way or appurtenance open to public use.

5. "Stormwater system" means the City's municipal separate storm sewer system, including streets, gutters, storm drains, inlets, ditches, channels, and other conveyances owned or operated by the City for collecting or conveying stormwater.

(c) Prohibited deposits and discharges.

It is unlawful for any person to discharge, deposit, spill, drop, allow to escape, or track concrete, concrete slurry, concrete wash water, or other construction materials upon or into

any public street, alley, sidewalk, or other portion of the public ROW, or into the Stormwater system.

(d) Containment during delivery and cleanup.

When concrete is delivered to, from, or within a site and a truck chute, hopper, or similar equipment is used within, from, or over the public ROW, the operator shall implement effective containment to prevent any discharge, spill, drip, or overflow of concrete, slurry, or wash water to the ROW or Stormwater system. Nothing in this section shall be construed to require any motor vehicle to be equipped with any device other than as required by state law; compliance may be achieved by any operational method that provides effective containment.

(e) Washout and housekeeping.

Concrete washout shall occur only in a designated containment area on private property or as otherwise authorized by permit and shall not occur in or discharge to the public ROW or Stormwater system. Dry-brooming or flushing materials into gutters, inlets, or ditches is prohibited.

(f) Immediate cleanup; notice.

Any person responsible for a discharge or deposit under this section shall immediately cease the discharge and promptly remove and lawfully dispose of all materials. If any concrete, slurry, or wash water enters a storm drain, inlet, ditch, channel, or watercourse, the person responsible shall immediately notify the Stormwater Division of the Engineering Department and follow all directions for containment and cleanup.

(g) City abatement and cost recovery.

If the person responsible fails to promptly clean and remediate as required, the City may abate the condition and recover all actual costs of response, cleanup, disposal, repair of public infrastructure, administrative expenses, and overhead from the responsible person or entity. Costs are in addition to any penalties and may be collected as provided elsewhere in this Code, including assessment and lien procedures where applicable.

(h) Enforcement and penalties.

A violation of this section is a civil offense punishable by civil penalties as provided in this Code. Each separate act and each day a violation continues constitutes a separate offense. Violations may also be enforced through permit suspension or revocation, stop-work orders, and any other remedies available at law or in equity.

(i) Cumulative remedies; no conflict with state law.

The remedies in this section are cumulative of Chapter 25 Stormwater Management and state law prohibiting loss of load to public ways. This section regulates operations within the public ROW and does not impose vehicle equipment requirements preempted by state law.

SECTION II. Severability.

If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect the remaining provisions, which shall remain in full force and effect.

SECTION III. Emergency Clause.

It being immediately necessary for the preservation of the public peace, health, and safety, an emergency is hereby declared to exist, by reason whereof this ordinance shall take effect immediately upon its passage, approval, and publication as provided by law.

PASSED AND APPROVED and the clause ruled upon separately this 24th day of March, 2026.

_____
MAYOR

ATTEST:

_____
(Seal) CITY CLERK

APPROVED:



ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-288, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:

Consideration, discussion and possible adoption of Ordinance No. 3906, an ordinance amending Chapter 3.5, Airports Heliports, Takeoffs, and Landings of the Broken Arrow Code of Ordinances; amending Section 3.5-2.1, Special use permit for commercial air tour operations; providing for severability; repealing conflicting ordinances; and declaring an emergency

Background:
The City Council amended Chapter 3.5 in August 2025 to, among other things, provide for Section 3.5-2.1, Special Use Permit for Commercial Air Tour Operations. This amendment corrects the department to which applications for permits under this Section are to be submitted, reviewed, and processed by changing it from the City Clerk to the Director of Community Development.

Cost: No Cost

Funding Source: No Source

Requested By: Curtis Green, City Clerk

Approved By: City Manager's Office

Attachments: Ordinance No. 3906

Recommendation:
Adopt Ordinance No. 3906 and approve the emergency clause.

ORDINANCE NO. 3906

AN ORDINANCE AMENDING CHAPTER 3.5, AIRPORTS, HELIPORTS, TAKEOFFS, AND LANDINGS OF THE BROKEN ARROW CODE OF ORDINANCES PROVIDING FOR SPECIAL USE PERMITS FOR COMMERCIAL AIR TOUR OPERATIONS; AMENDING SECTION 3.5-2.1; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND DECLARING AN EMERGENCY

SECTION I. Section 3.5-2.1 is hereby amended to read as follows:

Sec. 3.5-2.1. Special use permit for commercial air tour operations.

(a) Purpose. The special use permit is established to allow limited commercial air tour operations within the city limits, subject to conditions that minimize impacts on surrounding properties and ensure compatibility with community standards.

(b) Eligibility. A special use permit may be issued only to a property owner of land within the city limits of Broken Arrow who seeks to authorize commercial air tour operations on their property. The permit shall not be issued to non-property owners or operators directly.

(c) Application Requirements. An application for a special use permit shall be submitted to the ~~city clerk~~ Director of Community Development and include:

(1) The name, address, and contact information of the property owner;
(2) A detailed description of the proposed landing site, including a site plan showing the landing zone and its distance from adjacent property lines;
(3) The proposed hours of operation, which shall be limited to between 10:00 a.m. and 6:00 p.m. unless otherwise approved by the city;
(4) The anticipated number of takeoffs and landings during the permit period;
(5) The specific date(s) for which the permit is requested, not to exceed a single calendar day per permit;
(6) Evidence that the landing zone is at least 300 feet from the property line of any adjacent land not owned by the applicant;
(7) A noise mitigation plan to minimize disturbance to surrounding properties; and
(8) Any additional information required by the ~~city clerk~~ Director of Community Development.

(d) Notice and Posting. The applicant shall:

(1) Post a sign on the proposed landing site at least ten days prior to the issuance of the permit, with dimensions and lettering comparable to signs used in zoning applications within Broken Arrow, indicating the proposed use, date(s), and hours of operation;
(2) Provide written notice to all property owners within 300 feet of the landing site at least ten days prior to the issuance of the permit, including the same information as the posted sign.

(e) Review and Issuance.

(1) The ~~city clerk~~ Director of Community Development, or their designee, shall review the application for completeness and compliance with this section.
(2) The ~~city clerk~~ Director of Community Development may refer the application to the special events committee for a recommendation.
(3) The ~~city clerk~~ Director of Community Development shall issue the permit if all requirements are met, subject to any additional conditions deemed necessary to protect public health, safety, and welfare.
(4) The permit shall specify the authorized location, date(s), hours of operation, and any additional conditions.

(f) Operational Restrictions.

(1) Operations under a special use permit shall be limited to the hours of 10:00 a.m. to 6:00 p.m., unless otherwise specified in the permit.
(2) The landing zone shall remain at least 300 feet from the property line of any adjacent land not owned by the permit holder.
(3) The permit holder and operator shall comply with all applicable federal, state, and local laws, including Federal Aviation Administration regulations.
(4) The city may revoke the permit for noncompliance with its terms or if operations pose a threat to public safety or welfare.

(g) Permit Limitations.

(1) A special use permit shall be valid only for the specific date(s) and location specified.
(2) No property owner may be issued more than six special use permits in any semiannual period unless approved by the city council.

SECTION II. Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION III. Repealed.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. Effective Date.

This ordinance shall take effect immediately upon its passage and publication as required by law.

PASSED AND APPROVED by the City Council of the City of Broken Arrow, Oklahoma, this _____ day of_____, 2026.

ATTEST: MAYOR

(Seal) CITY CLERK

APPROVED:

CITY ATTORNEY

ORDINANCE NO. 3906

AN ORDINANCE AMENDING CHAPTER 3.5, AIRPORTS, HELIPORTS, TAKEOFFS, AND LANDINGS OF THE BROKEN ARROW CODE OF ORDINANCES PROVIDING FOR SPECIAL USE PERMITS FOR COMMERCIAL AIR TOUR OPERATIONS; AMENDING SECTION 3.5-2.1; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND DECLARING AN EMERGENCY

SECTION I. Section 3.5-2.1 is hereby amended to read as follows:

Sec. 3.5-2.1. Special use permit for commercial air tour operations.

(a) Purpose. The special use permit is established to allow limited commercial air tour operations within the city limits, subject to conditions that minimize impacts on surrounding properties and ensure compatibility with community standards.

(b) Eligibility. A special use permit may be issued only to a property owner of land within the city limits of Broken Arrow who seeks to authorize commercial air tour operations on their property. The permit shall not be issued to non-property owners or operators directly.

(c) Application Requirements. An application for a special use permit shall be submitted to the Director of Community Development and include:

(1) The name, address, and contact information of the property owner;
(2) A detailed description of the proposed landing site, including a site plan showing the landing zone and its distance from adjacent property lines;
(3) The proposed hours of operation, which shall be limited to between 10:00 a.m. and 6:00 p.m. unless otherwise approved by the city;
(4) The anticipated number of takeoffs and landings during the permit period;
(5) The specific date(s) for which the permit is requested, not to exceed a single calendar day per permit;
(6) Evidence that the landing zone is at least 300 feet from the property line of any adjacent land not owned by the applicant;
(7) A noise mitigation plan to minimize disturbance to surrounding properties; and
(8) Any additional information required by the Director of Community Development.

(d) Notice and Posting. The applicant shall:

(1) Post a sign on the proposed landing site at least ten days prior to the issuance of the permit, with dimensions and lettering comparable to signs used in zoning applications within Broken Arrow, indicating the proposed use, date(s), and hours of operation;
(2) Provide written notice to all property owners within 300 feet of the landing site at least ten days prior to the issuance of the permit, including the same information as the posted sign.

(e) Review and Issuance.

(1) The Director of Community Development, or their designee, shall review the application for completeness and compliance with this section.
(2) The Director of Community Development may refer the application to the special events committee for a recommendation.
(3) The Director of Community Development shall issue the permit if all requirements are met, subject to any additional conditions deemed necessary to protect public health, safety, and welfare.
(4) The permit shall specify the authorized location, date(s), hours of operation, and any additional conditions.

(f) Operational Restrictions.

(1) Operations under a special use permit shall be limited to the hours of 10:00 a.m. to 6:00 p.m., unless otherwise specified in the permit.
(2) The landing zone shall remain at least 300 feet from the property line of any adjacent land not owned by the permit holder.
(3) The permit holder and operator shall comply with all applicable federal, state, and local laws, including Federal Aviation Administration regulations.
(4) The city may revoke the permit for noncompliance with its terms or if operations pose a threat to public safety or welfare.

(g) Permit Limitations.

(1) A special use permit shall be valid only for the specific date(s) and location specified.
(2) No property owner may be issued more than six special use permits in any semiannual period unless approved by the city council.

SECTION II. Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION III. Repealed.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION IV. Effective Date.

This ordinance shall take effect immediately upon its passage and publication as required by law.

PASSED AND APPROVED by the City Council of the City of Broken Arrow, Oklahoma, this _____ day of_____, 2026.

ATTEST:

MAYOR

(Seal) CITY CLERK

APPROVED:

CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-289, **Version:** 1

Broken Arrow City Council
Meeting of: 03-03-2026

Title:
Consideration, discussion and possible approval of an emergency measure for Ordinance No. 3906; it being immediately necessary for the preservation of the public peace, health, safety, or welfare, an emergency is hereby declared to exist

Background:
Oklahoma Statute 11 O.S. § 14-103 requires the emergency clause be ruled upon separately by the governing body. With the implementation of vote cast, this item allows the emergency clause to be separately voted on.

Cost: No Cost

Funding Source: No Source

Requested By: Trevor Dennis, City Attorney

Approved By: City Manager's Office

Attachments: N/A

Recommendation:
Approve the emergency clause for Ordinance No. 3906.

[redacted]

Public Contract Application for Contractual Changes

Contract Change Order

FINAL

Engineering and Construction Department
485 N. Poplar, Broken Arrow, OK. 74012
Fax: 918-259-8453 - Office: 918-259-7000

Project Name: BRISTOL PONDS STORMWATER IMPROVEMENTS
Project Number: SW25080

PO Number: 22601446
Date of Application: Friday, January 16, 26

Contractor: CHEROKEE PRICDE CONSTRUCTION, INC.
Submitted By: Joe Vardasco

Summary of Change in Scope of Work

The following scope of work consisting of work location, work description, established quantities, and timeline for completion has been reviewed and agreed upon by the contractor, the origin funding department, and the Engineering and Construction Department.

Change of Work Items Included in this Change Order:

1) Contract Bid Item No. 8, Type 1-A Plain Riprap, and Bid Item No. 15, Class AA Concrete contained a quantity miscalculation that was not identified by the design engineer during the design phase. The final quantity change order reflects the actual quantities placed in the field. Bid Item Nos. 4 (Temporary Silt Fence), 5 (Temporary Silt Dike), 7 (Stabilized Construction Exit), and 9 (Dewatering) were not required and therefore not utilized. Bid Item No. 6, Solid Slab Sodding, was completed at a quantity less than the original contract amount.

Change in Contractual Project Time:

2) No change to contract time

Plan Sheets or Additional Documents Attached: ☐ Yes ☒ No ☐ Other: _____

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
8	601(B)	Type 1-W Plain Rip-Rap (12" Thick) W/Filter Blanket	TON	$ 500.00	224	$ 112,000.00
15	509(A)	Class AA Concrete + Reinforcement	CY	$ 3,000.00	3	$ 9,000.00
4	221(B)	Temporary Silt Fence	LF	$ 1.00	-1346	$ (1,346.00)
5	221E	Temporary Silt Dike	LF	$ 10.00	-210	$ (2,100.00)
7	242	Stabilized Construction Exit	EA	$ 500.00	-1	$ (500.00)
9	613(Z)	Dewatering	DAY	$ 200.00	-15	$ (3,000.00)
6	230(A)	Solid Slab Sodding	SY	$ 5.00	-395	$ (1,975.00)
						$ -
						$ -
						$ -
					Total Change Cost:	$ 112,079.00

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$ 86,786.00
Current Change Order:	$ 112,079.00	Amended Contract Amount:	$ 198,865.00
Total Cost of Change Orders:	$ 112,079.00	Percent Change in Contract:	129.14%
Total Cost Applicable to CBA:	$ 112,097.00	Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # 1 in the sum of: $ 112,079.00 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Harlan E. Yahan II		
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	2/12/2026
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	2/13/2026
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	2/13/2026
City Manager:	Michael Spurgeon		

This Change is Executed Through:

☐ This change to the contract documents is authorized by the City Manager's authority in accordance with the applicable state statutes and COBA Code of Ordinances.

or

☐ This change to the contract documents was approved at the City Council/BAMA meeting held on : _____

Council Agenda Number: _____

 City Clerk: _____

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BROKEN ARROW AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TULSA, OKLAHOMA FOR THE MILL & OVERLAY OF THE 121st ST S & S GARNETT RD INTERSECTION

This Agreement, by and between the Board of County Commissioners of the County of Tulsa, Oklahoma, hereinafter called "County" and the City of Broken Arrow, Oklahoma, hereinafter called "City"; collectively referred to as “Parties”.

Witnesseth:

Whereas, 69 O.S., 2021, Section 1903, authorizes the Board of County Commissioners to enter into Agreements with municipalities to construct, improve, and repair any of the streets of such municipalities, and;

Whereas, the County desires to participate in projects and to provide services that are mutually advantageous to the County and other units of government;

Therefore, in consideration of the covenants and conditions below, the Parties hereto agree as follows:

1. This Agreement shall be for the milling and asphalt overlay of the 121st St S & S Garnett Rd intersection (“Project”) as shown in the attached Exhibit A.

2. Materials, equipment and labor including traffic control necessary to prepare and complete the Project shall be the responsibility of the County.

3. Upon project completion, County will invoice the City with Net 30 terms and City shall reimburse the County for 25% of the actual costs incurred by the County for the Project, not to exceed $15,000.00 without written amendment agreed to and signed by both parties.

4. Unless terminated earlier, this Agreement shall be effective from and after the date of execution until the project is complete.

5. County will provide a minimum of thirty (30) calendar days’ notice to City prior to the start of the Project.

6. The rights, duties, and obligations under or arising from this Agreement shall not be assigned by either party hereto without the express written consent of the other.

7. City and County agree that work performed by each party to prepare and complete the Project is the sole responsibility and liability of each individual party as provided by and subject to applicable law, including the Oklahoma Governmental Tort Claims

Act, 51 O.S. § 151 et seq. Furthermore, City acknowledges and agrees that the County provides no express or implied warranties or guarantees regarding the durability or longevity of the finished Project beyond the exercise of ordinary card and compliance with applicable engineering standards and specifications.

8. This Agreement may be terminated or canceled by either party with or without cause, upon thirty-days (30) written notice of intention to terminate to the authorized representative of each party signed below. In the event this Agreement is terminated or canceled by either party, City shall compensate the County only for services performed and materials purchased up to the date of termination and/or cancellation.

9. Any modifications to this Agreement must be made by written amendment agreed to and signed by both Parties.

10. Non-Appropriation. Notwithstanding any other provision of this Agreement, the obligations of the City are contingent upon the annual appropriation of funds sufficient to fulfill the City's obligations hereunder. In the event the City Council fails to appropriate sufficient funds for any fiscal year, City may terminate this Agreement effective at the end of the fiscal year for which funds were last appropriated by providing written notice to County. Upon such termination, City shall have no further obligation under this Agreement except to pay its share of the cost of services performed and materials purchased by County prior to the effective date of termination.

11. Governing Law; Venue; No Waiver of Immunity. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. The Parties agree that the state district courts located in Tulsa County or Wagoner County, Oklahoma shall have exclusive jurisdiction and venue over any action arising out of or relating to this Agreement. Nothing in this Agreement shall be construed as a waiver by the City or County of any rights, defenses, limitations of liability, or immunities provided under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., or any other applicable law.

12. Governmental Tort Claims Act; No Waiver. The Parties acknowledge and agree that each is a political subdivision of the State of Oklahoma and that nothing in this Agreement shall be construed as a waiver of any rights, defenses, limitations of liability, or immunities provided under the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., or any other applicable law. Any liability of either Party arising under this Agreement shall be subject to and limited by such laws.

13. Insurance and Self-Insurance. Each Party shall be responsible for providing workers' compensation coverage, liability coverage, and any other insurance or self-insurance it deems necessary for its own officers, employees, agents, and equipment engaged

in the performance of this Agreement, consistent with applicable Oklahoma law. Neither Party shall be required to name the other as an additional insured.

14. Public Records. The Parties acknowledge that records of the City and the County may be subject to the Oklahoma Open Records Act, 51 O.S. § 24A.1 et seq. Nothing in this Agreement shall be construed to limit the City's or County's obligations or discretion to disclose records as required by law.

Approved by the City Council of the City of Broken Arrow this _____ day of _____, 2026.

City of Broken Arrow:

BY: _____
Debra Wimpee, Mayor

Attest:

BY: _____
Curtis Green, City Clerk

Approved as to Form:

BY: D. Graham Parker
D. Graham Parker, City Attorney

Approved by the Board of County Commissioners of the County of Tulsa, Oklahoma this _____ day of _____, 2026.

Tulsa County:

BY: _____
Kelly Dunkerley, Chairman

Attest:

BY: _____
Michael Willis, County Clerk

Approved as to Form:

BY: _____
Andrew Mihelich, Assistant District Attorney

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BROKEN ARROW AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF TULSA, OKLAHOMA FOR THE MILL & OVERLAY OF THE 111th ST S & S GARNETT RD INTERSECTION

This Agreement, by and between the Board of County Commissioners of the County of Tulsa, Oklahoma, hereinafter called "County" and the City of Broken Arrow, Oklahoma, hereinafter called "City"; collectively referred to as “Parties”.

Witnesseth:

Whereas, 69 O.S., 2021, Section 1903, authorizes the Board of County Commissioners to enter into Agreements with municipalities to construct, improve, and repair any of the streets of such municipalities, and;

Whereas, the County desires to participate in projects and to provide services that are mutually advantageous to the County and other units of government;

Therefore, in consideration of the covenants and conditions below, the Parties hereto agree as follows:

1. This Agreement shall be for the milling and asphalt overlay of the 111th St S & S Garnett Rd intersection (“Project”) as shown in the attached Exhibit A.

2. Materials, equipment and labor including traffic control necessary to prepare and complete the Project shall be the responsibility of the County.

3. Upon project completion, County will invoice the City with Net 30 terms and City shall reimburse the County for 50% of the actual costs incurred by the County for the Project, not to exceed $30,000.00 without written amendment agreed to and signed by both parties.

4. Unless terminated earlier, this Agreement shall be effective from and after the date of execution until the project is complete.

5. County will provide a minimum of thirty (30) calendar days’ notice to City prior to the start of the Project.

6. The rights, duties, and obligations under or arising from this Agreement shall not be assigned by either party hereto without the express written consent of the other.

7. City and County agree that work performed by each party to prepare and complete the Project is the sole responsibility and liability of each individual party as provided by and subject to applicable law, including the Oklahoma Governmental Tort Claims

Act, 51 O.S. § 151 et seq. Furthermore, City acknowledges and agrees that the County provides no express or implied warranties or guarantees regarding the durability or longevity of the finished Project beyond the exercise of ordinary card and compliance with applicable engineering standards and specifications.

8. This Agreement may be terminated or canceled by either party with or without cause, upon thirty-days (30) written notice of intention to terminate to the authorized representative of each party signed below. In the event this Agreement is terminated or canceled by either party, City shall compensate the County only for services performed and materials purchased up to the date of termination and/or cancellation.

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13. Insurance and Self-Insurance. Each Party shall be responsible for providing workers' compensation coverage, liability coverage, and any other insurance or self-insurance it deems necessary for its own officers, employees, agents, and equipment engaged

in the performance of this Agreement, consistent with applicable Oklahoma law. Neither Party shall be required to name the other as an additional insured.

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Approved by the City Council of the City of Broken Arrow this _____ day of _____, 2026.

City of Broken Arrow:

BY: _____
Debra Wimpee, Mayor

Attest:

BY: _____
Curtis Green, City Clerk

Approved as to Form:

BY: D. Graham Parker
D. Graham Parker, City Attorney

Approved by the Board of County Commissioners of the County of Tulsa, Oklahoma this _____ day of _____, 2026.

Tulsa County:

BY: _____
Kelly Dunkerley, Chairman

Attest:

BY: _____
Michael Willis, County Clerk

Approved as to Form:

BY: _____
Andrew Mihelich, Assistant District Attorney