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, May 5, 2026 **6:30 PM** **Council Chambers**
220 South 1st Street
Broken Arrow, OK

NOTICE OF AMENDED AGENDA
Amended Item 9B 26-635 Resolution No. 1747 - corrected the resolution number.

1. Call to Order

2. Invocation

3. Roll Call

4. Pledge of Allegiance to the Flag

5. Consideration of Consent Agenda

A.	26-9	Approval of the City Council Meeting Minutes of April 21, 2026
B.	26-637	Acceptance of Planning Commission meeting minutes of April 9, 2026
C.	26-638	Approval of and authorization to execute Budget Amendment Number 28 for Fiscal Year 2026
D.	26-566	Approval of and authorization to reprogram fiscal year 2026 residual capital improvement funds to fund a new fiscal year 2026 capital improvement project to purchase gym equipment
E.	26-605	Approval of and authorization to reprogram fiscal year 2026 residual capital improvement funds to fund a new fiscal year 2026 capital improvement project to purchase a crash data retrieval tool for the police department's Traffic Specialist Unit
F.	26-607	Approval of and authorization to execute a Proclamation declaring the week of May 17-23, 2026, as National Public Works Week
G.	26-608	Approval of and authorization to execute a Proclamation declaring May 16, 2026 as Kids to Parks Day in the City of Broken Arrow

H.	26-604	Approval of and authorization to execute an agreement with Archon Resources, LLC to provide contract staffing, contract-to-hire, payroll, and direct hire recruitment services
I.	26-632	Approval of and authorization to execute the engagement letter with Arledge & Associates to prepare and audit the FY 26 financial statements for year ending June 2026
J.	26-606	Approval of and authorization to execute Agreement for Professional Consultant Services with Burns & McDonnell Engineering Company, Inc., for the Valley Ridge Rosser Phase 2 Subdivision Residential Streets Concrete Panel Replacement (Project Number ST25110)
K.	26-592	Approval of and authorization to execute an agreement with Citrine LLC (Citrine) for lock out tag out (LOTO) procedures for city buildings, or take other necessary action
L.	26-564	Approval of and authorization to execute a professional services renewal contract with First Responder Support Services, LLC to provide behavioral health services (counseling, training and consultation) to all employees of the Broken Arrow Police Department
M.	26-634	Approval of and authorization to execute an agreement with Hunt Professional Recruiting LLC for professional staffing needs
N.	26-614	Approval of and authorization to execute Professional Consultant Agreement Amendment 1 with Professional Engineering Consultants, P.A (PEC) for the construction documents of the Field Service Locker Room Renovation (2617120)
O.	26-597	Approval of and authorization to execute Agreement for Professional Consultant Services with R.L. Shears Company, P.C. for providing construction phase services on the Broken Arrow Bicycle and Pedestrian Improvements Project (Project No. ST22300)
P.	26-599	Approval of and authorization to execute Agreement for Professional Consultant Services with R.L. Shears Company, P.C. for providing construction phase services on the Broken Arrow Creek Trail Phase II Project (Project No. 196032)
Q.	26-610	Approval of and authorization to execute an agreement with System One Holdings, LLC, (System One), for professional staffing needs
R.	26-596	Approval of and authorization to execute Agreement for Professional Consultant Services with WSB LLC, for the Woodstock Subdivision Residential Streets Concrete Panel Replacement (Project Number ST25090)
S.	26-628	Approval of and authorization to award the lowest responsible bid 26.146 Kiln Room at Arts 302 to Calema LLC, DBA KMS

T.	26-540	Approval of and authorization to purchase LPR Cameras for the police department from Orion Security Solutions, pursuant to Oklahoma Statewide Security Equipment Contract # SW1048M
U.	26-609	Approval of and authorization to execute a purchase of the 1-year agreement for Zscaler Internet Access (ZIA/ZPA) for deploying Web filtering from Presidio Network Systems, pursuant to the Oklahoma Statewide Contract SW1014
V.	26-615	Approval of and authorization to execute Change Order #1 with Wyatt Contracting. Inc (SW1910)
W.	26-616	Acceptance of and authorization to execute the Change Order #3 with Paragon Contractors, LLC for the Jasper St & Aspen Intersection Improvements (ST2031)
X.	26-584	Notification of a clerical error in the amount of $510.00 and making total payment in the amount of $49,240.00 to David M. Warne and Sharon Warne for the acquisition of Utility Easements for parcels 23.0, 23.1, 23.2, 24.0, and 24.1 for Project No. 2154250, per the accepted offer
Y.	26-581	Approval of and authorization to execute Resolution No. 1745 a Resolution authorizing acceptance of a General Warranty Deed for Parcel 9.0, consisting of 7,651 square feet of permanent Right-of-Way located at 4725 South 209th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Lo Vangseng and Nao Vang, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 9.0 (Project No. ST21390)
Z.	26-629	Acceptance of a Drainage Easement for Parcel 3.A, consisting of 516.00 square feet of drainage easement generally located one-quarter mile west of the intersection of East College Street and South 23rd Street, on the north side of East College Street, in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 12, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from East Kenosha Development, LLC, for the College Street Improvements, Parcel 3.A (Project No. ST26020)
AA.	26-580	Acceptance of a Temporary Construction Easement for Parcels 1.A and 4.A, consisting of 3,410 square feet and 21,119 square feet, respectively, of temporary construction easement generally located near the intersection of West Austin Place and South Walnut Place in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 27, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Waterford Park Homeowners Association for the Waterford Park Erosion Mitigation, Parcels 1.A and 4.A (Project No. SW26110)

AB. 26-613 Acceptance of a Utility Easement for Parcel 12.0 and a Temporary Construction Easement for Parcel 12.1, consisting of 0.227 Acres of permanent utility easement and 0.109 Acres of temporary construction easement, respectively, on property located at 710 East New Orleans Street in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 23, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Jose D. Carillo and Marisol Rodriguez, and authorization of payment in the amount of $22,420.00 for the New Orleans & 9th Street Sanitary Sewer Line, Parcel 12.0 and 12.1 (Project No. S.26040)

AC. 26-617 Approval of and authorization of Final Acceptance for the public improvements at Brook Chase III located at 1708 East Vandalia Street

AD. 26-619 Approval of and authorization of Final Acceptance for the public improvements at Creoks located at 2500 East Hillside Drive (Spencer Concrete & Excavation, LLC)

AE. 26-620 Approval of and authorization of Final Acceptance for the public improvements at Creoks located at 2500 East Hillside Drive (Thompson Construction Inc.)

AF. 26-618 Approval of and authorization of Final Acceptance for the public improvements at Ironwood located at 3427 North Ironwood Avenue

AG. 26-588 Ratification of the Claims List Check Register Dated April 27, 2026

6. Consideration of Items Removed from Consent Agenda

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

A. 26-538 Presentation, discussion, and possible acceptance of the 2025-2026 Broken Arrow Youth City Council's Big Idea

B. 26-539 Presentation, discussion, and recognition of the Youth City Council graduating seniors for school year 2025-2026

C. 26-556 Presentation and annual programming update by the Museum Broken Arrow

D. 26-557 Presentation and annual programming update by the Broken Arrow Genealogy Society

E. 26-558 Presentation and annual programming update by ArtsOK for Arts@302

F. 26-642 Public hearing, consideration, and possible action regarding PUD-002519-2025 and BAZ-002633-2026, and abrogation of PUD-307, Aspen Creek Villas, 90.33 acres, Commercial Heavy (CH) to Single-family Residential - Compact (RS-C), located north of Tucson Street (121st Street) and approximately one-quarter mile east of Olive Avenue (129th Avenue)

G. 26-603 Approval of and authorization to execute a Proclamation declaring the week of May 3rd-9th, 2026, as Professional Municipal Clerks Week

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. 26-630 Approval of and authorization to execute an Agreed Judgment in Board of County Commissioners of Wagoner County, Oklahoma v. Phuong Tran and Nhung Le Revocable Trust dated November 22, 2021, et al., Wagoner County District Court Case No. CV-26-26, preserving the City's drainage easement rights

B. 26-635 Consideration, discussion, and possible approval of Resolution 1747, a Resolution of the City of Broken Arrow, Oklahoma (the "City") approving action taken by the Broken Arrow Municipal Authority (the "Authority") authorizing issuance, sale and delivery of the Authority's Series 2026A Promissory Note to Oklahoma Water Resources Board; ratifying and confirming a Lease Agreement; ratifying and confirming a Sales Tax Agreement; and containing other provisions related thereto

10. Preview Ordinances

A. 26-612 Consideration, discussion, and possible preview of an Ordinance closing an easement on property located south of Jasper Street (131st Street), east of 9th Street (Lynn Lane), Broken Arrow, Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002314-2025)

B. 26-621 Consideration, discussion, and possible preview of an Ordinance closing an easement on property located north of Albany Street (61st Street), east of Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002540-2025)

C. 26-622 Consideration, discussion, and possible preview of an Ordinance closing an easement on property located south of Omaha Street (51st Street), west of 37th Street (209th E Avenue), Wagoner County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002728-2026)

D. 26-623 Consideration, discussion, and possible preview of an Ordinance closing an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002733-2026)

E. 26-624 Consideration, discussion, and possible preview of an Ordinance closing an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency) (EASE-002734-2026)

11. Ordinances - NONE

12. Remarks and Inquiries by Governing Body Members

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

14. Executive Session

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

1. A pending investigation and claim, including potential resolution, of a matter involving the tort claim and breach of contract claim of Steven and Karen Holman, Tort Claim No. TRT 1720.2026, and taking appropriate action in open session, if any, under 25 O.S. §307(B)(4);

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

15. Adjournment

NOTICE:

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

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

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

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

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

A paper copy of this agenda is available upon request.

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

_____
City Clerk

City of Broken Arrow

Request for Action

File #: 26-9, **Version:** 1

Broken Arrow City Council
Meeting of: 05/05/2026

Title:
Approval of the City Council Meeting Minutes of April 21, 2026

Background:
Minutes recorded for the City Council Meeting.

Cost: Approximately $133.00

Funding Source: City Clerk Operational Fund

Requested By: City Clerk's Office

Approved By: City Manager's Office

Attachments: April 21, 2026 Meeting City Council Minutes

Recommendation:
Approve the minutes of the April 21, 2026 City Council Meeting.

City of Broken Arrow
City Council Meeting
Minutes

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

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

Tuesday, April 21, 2025 **Council Chambers**

1. Call to Order

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

2. Invocation

Pastor Chauncey Fourte led the Invocation.

3. Roll Call

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

4. Pledge of Allegiance to the Flag

The Pledge was led by Council Member Lisa Ford.

5. Consideration of Consent Agenda

A. 26-8 **Approval of the City Council Meeting Minutes of April 7, 2026**

B. 26-510 **Acceptance of Planning Commission meeting minutes of March 12, 2026**

C. 26-511 **Acceptance of Planning Commission meeting minutes of March 26, 2026**

D. 26-516 **Approval of and authorization to execute Resolution No. 1738, a Resolution authorizing the City of Broken Arrow to apply for FY2026 Community Development Block Grant (CDBG) funds through the Tulsa Urban County Program for the College Street Improvements Project (12th Street to 15th Street**

E. 26-527 **Approval of and authorization to execute Resolution No. 1741, a Resolution of the City Council of the City of Broken Arrow accepting and approving the re codification of the Broken Arrow Code of Ordinances; acknowledging the compilation and publication in a printed, permanent form; notifying the public of the publication and re codification with copies provided to Tulsa and Wagoner County Law Libraries and are located on the City's website, as well as being available for purchase in the office of the City Clerk; and authorizing the City Clerk to take all such actions necessary to effectuate compliance with State Statute**

F. 26-546 **Approval of and authorization to execute Budget Amendment Number 27 for Fiscal Year 2026**

G. 26-524 **Acknowledgment 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 March 31, 2026**

H. 26-533 **Approval of and authorization to execute a Professional Consultant Agreement Amendment 3 with Selser Scheafer Architects (aka: Narrate Design) for completion of Geotechnical Report (Project No. 2417170)**

I. 26-500 **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**

J. 26-521 **Approval of and authorization to execute Change Order No. 1 with Builder's Unlimited, Inc for the Park Maintenance Building Events Park (2560140)**

K. 26-522 **Approval of and authorization to execute Change Order No. 1 with Diversified Civil Contractors for the Aspen Ave and Tucson Ave Street Improvements project (ST2031)**

L. 26-354 **Approval of and authorization to execute Change Order No. 3 with Myers Cherry Construction, LLC for the Operations Center Administration Building Renovation (2317210)**

M. 26-523 **Approval of and authorization to execute Change Order No. 1 with Tri Star Construction, LLC for the Houston Street Improvements 23rd to Old Highway 51 (ST1926A and WL26040)**

N. 26-532 **Approval of PR 000848 2025 | PT 002731 2026, Conditional Final Plat, The Villages at Rose Hill, 12.86 acres, AG (Agricultural) to RMF (Residential Multifamily) via PUD 001787 2024 and BAZ 001788 2024, located approximately one half mile north of Houston Street (81st Street), one half mile east of 9th Street (177th E. Avenue/Lynn Lane Road)**

O. 26-550 **Approval of PT 002601 2025|PR 000768 2024, Conditional Final Plat, The Pines III, approximately 19.14 acres, 71 lots, AG (Agricultural) to RS P (Single Family Residential Preservation) via BAZ 2041, located at the southwest corner of Omaha Street (51st Street) and 37th Street (209th E. Avenue)**

P. 26-518 **Acceptance of a Utility Easement for Parcels 29.0, 35.0, 37.0, 38.0, and 39.0, consisting of 8,243.30 square feet; 8,229.05 square feet; 7,723.89 square feet; 8,190.50 square feet; and 3,170.50 square feet, respectively, of utility easement, and a Temporary Construction Easement for Parcels 29.1, 35.1, 37.1, 38.1, and 39.1, consisting of 6,594.44 square feet; 6,583.24 square feet; 12,358.22 square feet; 6,552.40 square feet; and 5,072.35 square feet, respectively, of temporary construction easement, generally located south of East Washington Street running along the east side of East 23rd Street in Broken Arrow, Oklahoma, in the Northwest Quarter of Section 19, Township 18 North, Range 15 East, Wagoner County, Oklahoma, from B A Brown Property, LLC, and authorization of payment in the amount of $33,520.00 for the County Line Trunk Sewer Phase IIB Sanitary Sewer Improvements, Parcels 29.0 & 29.1 & 35.0 & 35.1 & 37.0 & 37.1 & 38.0 & 38.1 & 39.0 & 39.1 (Project No. 2154250)**

Q. 26-537 **Acceptance of a Utility Easement for Parcel 14.0 and a Temporary Construction Easement for Parcel 14.1, consisting of 0.009 Acres of permanent utility easement and 0.008 Acres of temporary construction easement, respectively, from Broken Arrow Municipal Authority, the owner, on property generally located in the northeast corner of the intersection of New Orleans Street and South 9th Street in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma, for the New Orleans & 9th Street Sanitary Sewer Line, Parcel 14.0 (Project No. S.26040)**

R. 26-552 **Acceptance of a Utility Easement for Parcel 11.0 and a Temporary Construction Easement for Parcel 11.1, consisting of 0.125 Acres of permanent utility easement and 0.062 Acres of temporary construction easement, respectively, on property located at 500 East New Orleans Street in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 23, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Lenard A. Poplin and Rosella C. Poplin, as Trustees of the Lenard A. Poplin Living Trust, dated May 21, 1997, and authorization of payment in the amount of $7,000.00 for the New Orleans & 9th Street Sanitary Sewer Line, Parcel 11.0 and 11.1 (Project No. S.26040)**

S. 26-488 **Approval of and authorization to execute Resolution No. 1739, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 12.0, consisting of 1,010 square feet of permanent Right of Way located at 9905 South 177th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma, donated by Jon C. Blanton and Katherine Kellie Blanton, as Trustees of the Jon C. Blanton Revocable Trust, Dated November 2, 2015, and Katherine Kellie Blanton and Jon C. Blanton, as Trustees of the Katherine Kellie Blanton Revocable Trust, Dated November 2, 2015, for the 9th Street widening from New Orleans Street to Washington Street, Parcel 12.0 (Project No. ST23280)**

T. 26-517 **Approval of and authorization to execute Resolution No. 1742, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 13.0, consisting of 12,645 square feet (0.21 acres) of permanent Right of Way, generally located on the northwest corner of the intersection of South 9th Street and East Mason Drive in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 14, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Tulsa Habitat for Humanity, Inc., and authorization of payment in the amount of $16,590.00 for the 9th Street widening from Houston Street to Washington Street, Parcel 13.0 (Project No. ST2027)**

U. 26-519 **Approval of and authorization to execute Resolution No. 1743, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 10.0, consisting of 7,202 square feet of permanent Right of Way generally located south of 9905 South 177th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Constance Sanford, Kellie Blanton and Karen Holman, Co Trustees of the Gretta J. Dugan Revocable Living Trust, Dated May 1, 2012, and Acceptance of a Temporary Construction Easement consisting of 2,365 square feet located on the aforementioned property, and authorization of payment in the amount of $560.00 for the 9th Street widening from New Orleans Street to Washington Street, Parcels 10.0 and 10.A (Project No. ST23280)**

V. 26-520 **Approval of and authorization to execute Resolution No. 1744, a Resolution authorizing acceptance of a General Warranty Deed for Parcel 13.0, consisting of 16,855 square feet of permanent Right of Way located at 9903 South 177th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 24, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Constance Sanford, Kellie Blanton and Karen Holman, Co Trustees of the Gretta J. Dugan Revocable Living Trust, Dated May 1, 2012, and from Steven Craig Holman and Karen Lynn Holman, as Trustees of the Steven Craig Holman Revocable Trust, Dated February 17, 2025, and from Karen Lynn Holman and Steven**

Craig Holman, as Trustees of the Karen Lynn Holman Revocable Trust, Dated February 17, 2025, and Acceptance of a Drainage Easement for Parcel 13.B, consisting of 3,600 square feet of drainage easement located on the aforementioned property, and Acceptance of a Temporary Construction Easement for Parcel 13.A, consisting of 5,278 square feet of temporary construction easement and Parcel 13.C, consisting of 2,432 square feet of temporary construction easement both located on the aforementioned property, and authorization of payment in the amount of $59,710.00 for the 9th Street widening from New Orleans Street to Washington Street, Parcels 13.0, 13.A, 13.B, and 13.C (Project No. ST23280)

W. 26-512 Ratification of the Claims List Check Register Dated April 13, 2026

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

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

6. Consideration of Items Removed from Consent Agenda - NONE

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

A. 26-262 Presentation of an annual report by representatives of Cox Communications, a cable service provider with a non-exclusive franchise with the City of Broken Arrow, and regarding the services provided by Cox and operation of cable system

Mr. Connor Carroll presented Item 26-262 and provided an annual update on behalf of Cox Communications, highlighting the company's operations, infrastructure investments, and community involvement in Broken Arrow. He noted that Cox has invested about $41 million in local infrastructure since 2021, expanding a fiber-rich network that now supports multi-gig internet speeds citywide. He also discussed the company's long-standing cable franchise with the city, which is set to expire in 2027, and reported that Cox paid approximately $815,000 in franchise fees last year.

Mr. Carroll emphasized Cox's efforts to expand broadband access, including projects to extend service into eastern areas near Wagoner County, supporting future growth. He also highlighted customer-focused initiatives such as competitive pricing, low-cost internet plans for qualifying households, and bundled services like Cox Mobile.

In addition to business operations, he stressed Cox's community engagement, noting local employment, support for schools and nonprofits through Cox Charities, and partnerships with organizations like the Broken Arrow Chamber. He also described community events and sponsorships, including school programs and local broadcasting efforts, reinforcing Cox's role as both a service provider and community partner.

Council Member Lisa Ford expressed appreciation for Cox Communications' responsiveness and community involvement. She noted that when constituents raise service issues, Cox is quick to respond and resolve them, which reflects well on the council. She also commended the company for engaging its local employees about the city's bond initiative and for supporting community efforts, including assisting the Broken Arrow Seniors Center. Ford thanked Cox for continuing to present updates to the council and for being an active partner in the community.

Connor Carroll responded by emphasizing Cox's commitment to community engagement, noting that the company actively works to keep its employees informed about local issues because many of them live in Broken Arrow. He highlighted that civic involvement is a core value of the company, rooted in its founder, James M. Cox, and that Cox continues to support programs that encourage community awareness, participation, and engagement.

B. 26-529 Presentation and annual programming update by the Military History Center

Community Relations Manager Lori Hill presented Item 26-529 and introduced General Tommy Mancino to present the annual update for the Military History Center.

General Tommy Mancino thanked the council for its work on the recent bond initiative and then provided an overview of the center's activities and plans. He highlighted recent board additions, ongoing scholarship efforts in honor of Kenny Collins, and community events such as Vietnam Veterans Recognition Day and educational outreach at local schools. He also noted participation in local traditions like the Rooster Days Parade, hosting a city workers' luncheon, and organizing an upcoming golf tournament with a military theme. Overall, the update emphasized the center's continued community involvement, educational efforts, and planned events for the coming year.

General Mancino continued outlining the Military History Center's annual events, highlighting upcoming activities such as the Flag Day celebration, which remains a long-standing tradition featuring guest speakers at the center. He noted continued community support, including a local group providing meals for volunteers again this year. General Manncino also mentioned recurring events like Military Trivia Night, which is a popular and lighthearted gathering, and the Hall of Honor banquet, where notable community members are recognized. He added that this year's banquet is expected to be held at Indian Springs, continuing the center's efforts to engage the community and honor local contributions.

General Mancino concluded his update by outlining additional Military History Center activities and organizational updates. He highlighted upcoming events such as the Veterans Day and Christmas parades, the Salute to Veterans program (still seeking a venue), and a holiday gathering. He also noted the organization's transition from a private foundation to a public charity to simplify financial and reporting requirements.

General Mancino emphasized expanded programming, including upgraded flight simulator lessons for youth, continued veteran services assisting over 2,000 veterans annually, and new educational and community offerings such as ghost tours and increased school group visits. He also discussed a new Holocaust exhibit and efforts to modernize displays by learning from larger museums.

He added that banner programs remain a key fundraiser and shared that the museum continues to rank as one of the top attractions in Broken Arrow. Encino closed by expressing optimism about another successful year and invited questions from the council.

Council members discussed practical details about the Military History Center's programs and services. Mayor Debra Wimpee noted that residents can order Memorial Day banners through the museum and encouraged doing so early due to printing timelines. General Mancino added that the banner program continues to grow, filling Main Street and expanding into additional areas.

General Mancino also clarified that museum admission is $5, with hours from 10:00 a.m. to 4:00 p.m. Tuesday through Friday and 10:00 a.m. to 2:00 p.m. on Saturdays. He mentioned the museum accepts retired American flags for proper disposal, coordinating with the local Elks Club, which conducts ceremonial burnings. Council members briefly discussed the lack of formal protocol for retiring Oklahoma state flags before thanking General Mancino for the presentation.

C. 26-534 Presentation of the Reconnecting Broken Arrow: Planning for Multimodal Improvements RAISE Grant Project (Project No. ST24140) for a Public Meeting

Charlie Bright, Director of Engineering and Construction, presented Item 26-534 and provided an update on the city's RAISE grant project focused on improvements along the Broken Arrow Expressway corridor. He explained the city received $5.84 million in federal funding, with a local match, to complete design work (up to 60%) for multimodal improvements such as sidewalks, trails, and traffic flow enhancements, with the goal of later securing construction funding.

Mr. Bright emphasized that the project is currently in the public input phase, with a required public meeting scheduled, and that no final decisions have been made. He outlined potential improvement concepts being studied, including reducing the number of driveways along major corridors, limiting left turns to improve traffic flow, and possibly adding a parallel service road along parts of Elm to consolidate business access. He noted these ideas could be controversial but are intended to improve safety and efficiency.

Overall, the project aims to enhance connectivity, improve safety for all users, and better link neighborhoods, schools, and commercial areas, with final recommendations to be developed after public feedback and further analysis.

Council members discussed how the RAISE grant project ties into existing bond-funded improvements and future traffic planning. Staff confirmed that planned improvements along Elm Place, including center turn lanes, remain part of the project and will be coordinated with the grant to avoid redundant construction.

Council members emphasized the importance of proactively communicating with business owners, noting that similar concerns during the New Orleans Square project ultimately led to successful outcomes. Staff agreed that outreach—potentially with the economic development team—will be important to explain benefits like improved traffic flow and safety.

Discussion also covered Lynn Lane and Highway 51, with staff noting that while no dramatic redesigns are proposed there yet, similar strategies such as managing access points and improving signal spacing will be considered alongside an Oklahoma Department of

Transportation study of the interchange. Council members highlighted that prior bond funding can serve as matching funds for future construction.

Staff estimated that full implementation could take roughly 5 to 10 years, depending on securing additional federal funding, with total project costs potentially ranging from $50 million to $70 million. Overall, council members expressed support for continued progress, emphasizing the importance of long-term planning and external funding to address major traffic issues.

D. 26-551 Presentation regarding the requested road closure of East Houston Street between South 23rd Street and Highway 51 by Tri Star Construction, LLC

Travis Small, Transportation Division Manager, presented Item 26-551 and informed the council of a temporary nighttime road closure on Houston Street between 23rd Street and Old Highway 51 due to ongoing construction work. The closure is needed for storm sewer installation and will take place on April 27 and 28 from 7:00 p.m. to 6:00 a.m. each night to minimize disruption to traffic. He added that advance notification signs will be placed to inform the public, and the goal is to reduce inconvenience as much as possible.

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. 26-506 Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1740, a Resolution of the City of Broken Arrow, Oklahoma, recognizing and supporting the city's role as host of the 2026 National League of Cities and Oklahoma Municipal League Women in Municipal Government Conferences, and acknowledging the value and priorities of Women in Municipal Government

Council Member Lisa Ford presented Item 26-506, a resolution seeking council support for hosting the National League of Cities Women in Municipal Government conference in Broken Arrow in late June. She explained the resolution would help secure sponsorships and community support so the city would not bear the full cost. The event is expected to bring over 100 women from across the country, along with a separate Oklahoma-level conference earlier that week. Ford noted that planning is underway with a local committee and expressed enthusiasm about showcasing the city and successfully hosting both events.

Council members expressed strong support and enthusiasm for hosting the National League of Cities Women in Municipal Government conference in Broken Arrow. They noted that attendees from across the country are already excited about visiting the city and that the event reflects Broken Arrow's reputation as a high-quality community. City leadership highlighted the significance of securing the conference, with some uncertainty about whether similar events have been hosted in Oklahoma before.

Council Member Lisa Ford added that the city proactively promoted Broken Arrow at prior national meetings, helping generate excitement and interest among attendees who may not have previously considered visiting Oklahoma. She emphasized the collaborative effort behind organizing the event and credited a dedicated local committee for helping plan and promote the conference.

MOTION: A motion was made by Justin Green, seconded by David Pickel
Move to Approve Item 26-506 authorization to execute Resolution No. 1740, a Resolution of the City of Broken Arrow, Oklahoma, recognizing and supporting the city's role as host of the 2026 National League of Cities and Oklahoma Municipal League Women in Municipal Government Conferences, and acknowledging the value and priorities of Women in Municipal Government.
The motion carried by the following vote:
Aye: 5 - David Pickel, Justin Green, Lisa Ford, Johnnie Parks, Debra Wimpee

B. 26-494 Consideration, discussion, and possible appointment of three (3) Trustees to the Oklahoma Municipal Assurance Group Board and approval of and authorization for the Mayor to execute the official ballot casting votes for the three (3) Trustee appointments, with three-year terms commencing July 1, 2026

City Manager Michael Spurgeon presented Item 26-494, a recommendation for trustee appointments to the Oklahoma Municipal Assurance Group (OMAG), which provides insurance and risk management services to member cities. He explained that three trustee positions are up for election, with seven nominees considered. After reviewing qualifications, staff recommended casting the city's ballot for three incumbents: Justin Battles of Mustang, Tim Lyon of Midwest City, and Pam Polk of Durant, noting that all candidates were highly qualified and the decision was difficult.

MOTION: A motion was made by Lisa Ford, seconded by David Pickel
Move to Approve Item 26-494 appointment of three (3) Trustees to the Oklahoma Municipal Assurance Group Board and approval of and authorization for the Mayor to execute the official ballot casting votes for the three (3) Trustee appointments, Justin Battles of Mustang, Tim Lyon of Midwest City, and Pam Polk of Durant, with three-year terms commencing July 1, 2026
The motion carried by the following vote:

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

C. 26-499 **Consideration, discussion, and possible approval of and authorization toexecute a Professional Consultant Agreement with Nabholz Construction Corporation for the Construction Management Services of Municipal Services Administration Building (Project No. 2417170)**

Shannon Marshall, Engineering and Construction, presented Item 26-499, a professional consulting agreement with Nabholz Construction Corporation for construction management services on the Municipal Services Administration Building project. He explained that this initial phase includes pre-construction estimates, review of design plans, scheduling input, and project management support due to the project's size. The agreement is for $49,000 and represents the first step, with plans to bid on the project and bring forward a guaranteed maximum price for construction. Staff recommended approval and expressed confidence in Nabholz based on their local experience and quality work.

MOTION: A motion was made by Johnnie Parks, seconded by Justin Green
Move to Approve Item 26-499 authorization to execute a Professional Consultant Agreement with Nabholz Construction Corporation for the Construction Management Services of Municipal Services Administration Building (Project No. 2417170)
The motion carried by the following vote:

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

D. 26-505 **Consideration, discussion, and possible approval of PR 000689 2024|PT 002681 2026, Conditional Final Plat, Oak Creek Crossing, approximately 39.56 acres, 118 Lots, R 2 (Single Family Residential), located one quarter mile south of east. Houston Street (81st Street) on the east side of 23rd Street (County Line Road/193rd East Avenue)**

Rocky Henkel, Community Development Director, presented Item 26-505, a conditional final plat for Oak Creek Crossing, a 118-lot single-family residential development on approximately 39.5 acres located south of East Houston Street and east of County Line Road. He noted the project complies with R-2 zoning standards and includes four reserve areas. The Planning Commission recommended approval by a 4–0 vote, and staff also recommended approval subject to standard comments.

Council members discussed the Oak Creek Crossing plat, noting that no residents spoke in favor or opposition at the Planning Commission meeting. City Manager Spurgeon explained the item was pulled from the consent agenda due to prior concerns raised when an earlier version of the project was denied, after which the developer proceeded "by right" under existing zoning.

Council members revisited earlier issues raised by residents, including drainage, sewer capacity, and traffic along County Line Road. Staff confirmed that sewer concerns have been addressed through an existing improvement plan and that future road improvements are funded through prior bond measures, including widening and intersection upgrades. Council members acknowledged that the lack of public opposition at this stage may indicate that earlier concerns have been resolved.

MOTION: A motion was made by Johnnie Parks, seconded by Lisa Ford
Move to Approve Item 26-505 PR 000689 2024|PT 002681 2026, Conditional Final Plat, Oak Creek Crossing, approximately 39.56 acres, 118 Lots, R 2 (Single Family Residential), located one quarter mile south of east. Houston Street (81st Street) on the east side of 23rd Street (County Line Road/193rd East Avenue)
The motion carried by the following vote:

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

E. 26-536 **Consideration, discussion, and possible approval of and authorization to execute Public Highway At Grade Crossing Agreement for UP Real Estate Project No. 0808256 (43rd Street DOT#413401S near mile post 259.29) (ST23230)**

Kenny Schwab, Assistant City Manager of Operations, presented Item 26-536 and provided a detailed update on a long-planned railroad crossing and roadway improvement project tied to growth around a school, industrial park, sports complex, and new amphitheater. He explained the effort began in 2022 after traffic concerns emerged and evolved through feasibility studies, coordination with the railroad, and design work. The project was delayed when the railroad

required additional traffic analysis due to the new amphitheater, but the plan was ultimately approved.

The final design includes constructing a new three-lane railroad crossing, closing the existing 219th Street crossing, and building a connection north to a signalized intersection at 91st Street. The layout is designed to improve traffic flow, particularly for large events, with two outbound lanes and one inbound lane to accommodate peak exiting traffic.

Cost estimates include about $700,000 total for the crossing (including a one-time railroad access fee), along with ongoing annual maintenance costs of roughly $15,000 for signals and surface upkeep. Schwab noted these recurring fees are now standard practice by railroads, even though staff expressed frustration with the added long-term expense.

Council members' discussion focused on concerns about the ongoing costs and overall benefits of the new railroad crossing project. Members clarified that the city will be required to pay about $15,200 annually for maintenance of the railroad's signals and crossing surface, even if minimal work is needed—something staff noted is becoming standard practice nationwide.

Despite frustration with the recurring fee, staff emphasized the broader value of the project, describing it as a major public safety improvement that will better serve the school, industrial park, and amphitheater area while replacing a more dangerous, unsignalized crossing at 219th Street. The project will also improve traffic flow by providing signalized access to Highway 51.

Council members discussed timing, expressing a desire for completion before the amphitheater opens, though final scheduling depends on the railroad. Additional considerations included coordinating remaining road connections, potential cost-sharing ideas, and managing truck traffic to avoid conflicts with school and park activity. Overall, there was agreement that the project is beneficial despite the added costs, and the council moved forward with approval.

MOTION: A motion was made by Johnnie Parks, seconded by David Pickel
Move to Approve Item 26-536 authorization to execute Public Highway At Grade Crossing Agreement for UP Real Estate Project No. 0808256 (43rd Street DOT#413401S near mile post 259.29) (ST23230)
The motion carried by the following vote:

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

F. 26-367 **Consideration, discussion, and possible approval of award to the lowest responsible bidder, Cherokee Pride Construction, Inc, and authorization to execute a construction contract for the Steeplechase Farms Project (ST24070) and East Houston Industrial Park Project (ST24100)**

Charlie Bright, Director of Engineering and Construction, presented Item 26-367, a bid award for residential street rehabilitation work funded through the 2018 bond program. He explained that the Steeplechase Farms neighborhood project was combined with improvements in the East Houston Industrial Park to create a larger, more cost-effective bid. Following the state bidding process, Cherokee Pride Construction was selected as the lowest bidder at $823,152. Staff recommended approval and noted the work is part of ongoing efforts to complete the remaining 2018 bond-funded street improvements while newer 2026 bond projects are being prepared.

MOTION: A motion was made by Lisa Ford, seconded by Johnnie Parks
Move to Approve Item 26-367 award to the lowest responsible bidder, Cherokee Pride Construction, Inc, and authorization to execute a construction contract for the Steeplechase Farms Project (ST24070) and East Houston Industrial Park Project (ST24100)
The motion carried by the following vote:

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

G. 26-509 **Consideration, discussion, and possible approval of and authorization to award to the lowest responsible bidder, Cherokee Pride Construction, Inc, authorization to execute a construction contract for the Oak Tree Estates Concrete Roadway Panel Replacement Project ST24150**

Charlie Bright, Director of Engineering and Construction, presented Item 26-509, a second residential street rehabilitation contract, again funded through the 2018 bond program and awarded to Cherokee Pride Construction as the lowest bidder. He proactively addressed concerns about the contractor, noting that while there are occasional complaints (such as cleanup), the company is responsive and delivers good-quality work.

Mr. Bright emphasized the financial benefit to the city, explaining that Cherokee Pride's competitive bids have directly saved over $3.5 million in the past two years, with additional

indirect savings from driving down overall bid prices. He added that these savings allow the city to complete more neighborhood projects and confirmed the contractor has the resources to handle the workload, ultimately recommending approval.

Council discussion acknowledged both concerns and benefits related to Cherokee Pride Construction. Council members noted that while some constituents have complained, those concerns often diminish upon further review, and appreciated staff taking the time to explain the situations.

City staff emphasized that although the contractor is not perfect, they are highly responsive and quickly address issues when complaints arise, which is a key factor in continuing to work with them.

Most notably, staff highlighted the financial impact: the cost savings generated by Cherokee Pride's competitive bids have directly allowed the city to complete additional neighborhood street projects. Without those savings, the remaining 2018 bond funds would likely have been exhausted, and several neighborhoods would not be receiving improvements until newer bond funds became available.

MOTION: A motion was made by David Pickel, seconded by Justin Green
Move to Approve Item 26-509 authorization to award to the lowest responsible bidder, Cherokee Pride Construction, Inc, authorization to execute a construction contract for the Oak Tree Estates Concrete Roadway Panel Replacement Project ST24150
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

Mayor Debra Wimpee shared an update on upcoming regional road projects, noting that Tulsa County is preparing to widen 51st Street from Lynn Lane to County Line. She acknowledged that while many residents assume it's a city street, it is actually under county jurisdiction.

She added that this project will coincide with the city's own planned widening of County Line from Albany to Omaha, meaning construction impacts will overlap. Despite the temporary inconvenience, she expressed support for completing both projects simultaneously to speed up overall improvements rather than extending disruptions over several years.

Council members shared lighthearted remarks and community updates. The mayor clarified she had spoken on a Tulsa County podcast (not Wagoner County), and members joked about the mix-up. They also discussed upcoming road improvements, including a new two-lane roundabout on 51st Street, with plans for public education to help residents adjust.

Council members praised efforts toward government transparency and highlighted a free community event, "Bounce BA," in New Orleans Square, featuring family-friendly activities like face painting and balloons. Members encouraged residents to attend the local farmers' market.

Additional comments included praise for General Tommy Mancino's leadership and military service, noting his strong presence and contributions to the community. The council also promoted upcoming events such as Camp Bandage at Central Park, adding to the city's ongoing community engagement efforts.

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

City Manager Michael Spurgeon provided several updates to the council. He first thanked residents for participating in the April 7 bond election, noting that seven propositions passed with strong support—equal to or higher than 2018 levels—while Proposition 8 (sales tax) failed, reflecting voter hesitation toward new taxes. He explained that the next step will be developing a tentative 10-year bond issuance plan, prioritizing projects, and continuing public transparency.

He also announced the Downtown Master Plan Advisory Committee will hold its first meeting on May 13, beginning a year-long process with consultants to evaluate downtown progress and recommend improvements to zoning, infrastructure, and development strategy.

Additionally, City Manager Spurgeon said the city is finalizing the FY 2027 budget, with a workshop scheduled in May for council review. Finally, he shared that the city is in the process

of hiring a new emergency management director, narrowing over 100 applicants down to about 15 finalists, with a selection expected by early summer.

14. Executive Session - NONE

15. Adjournment

The meeting was adjourned at 7:58 p.m.

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

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

_____ _____

Mayor City Clerk

City of Broken Arrow

Request for Action

File #: 26-637, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:
Acceptance of Planning Commission meeting minutes of April 9, 2026

Background:
The minutes of the Planning Commission meeting held April 9,2026 were approved by the Planning Commission on April 23, 2026.

Cost: Approximately $5.00

Funding Source: Community Development Operational Fund

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager Office

Attachments: 04-09-2026 Planning Commission Minutes

Recommendation:
Accept minutes of Planning Commission meeting held April 9, 2026.

City of Broken Arrow
Planning Commission
Minutes

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, April 9, 2026 **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 - NONE

4. Consideration of Consent Agenda

A. 26-475 **Approval of Planning Commission meeting minutes of March 12, 2026**

B. 26-476 **Approval of Planning Commission meeting minutes of March 26, 2026**

C. 26-489 **Approval of LOT-002711-2026, Aspen Ridge Business Park North Lot Line Adjustment, 2 lots, 3.7 acres, CG (Commercial General) & PUD-001405-2024, located one-third mile south of Florence Street (111th Street), east of Aspen Avenue (145th E. Avenue)**

D. 26-482 **Approval of LOT-002712-2026, Boyko Lot Split, 1 lot to 2 lots, 0.39 acres, DROD Area 3, located approximately one-third mile north of Houston Street (81st Street) and one-third mile west of 9th Street (177th E Avenue/Lynn Lane)**

E. 26-491 **Approval of PT-002636-2026|PR-000934-2026, Preliminary Plat, Bentree Lift Station, approximately 6.27 acres, 1 Lot, AG (Agricultural)/PUD-001983-2025, located one-eighth mile south of Albany Street (61st Street), one-third mile east of 23rd Street (193rd E. Avenue/County Line Road)**

F. 26-472 **Approval of PR-000848-2025 | PT-002731-2026, Conditional Final Plat, The Villages at Rose Hill, 12.86 acres, AG (Agricultural) to RMF (Residential Multifamily) via PUD-001787-2024 and BAZ-001788-2024, located approximately one-half mile north of Houston Street (81st Street), one-half mile east of 9th Street (177th E. Avenue/Lynn Lane Road)**

G. 26-492 **Approval of PR-000768-2024|PT-002601-2025, Conditional Final Plat, The Pines III, 19.14 acres, 71 lots, AG (Agricultural) to RS-P (Single Family Residential - Preservation) via BAZ-2041, at the southeast corner of Omaha Street (51st Street) and 37th Street (209th E. Avenue)**

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

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

5. Consideration of Items Removed from Consent Agenda - NONE

6. Public Hearings - NONE

7. Appeals - NONE

8. General Commission Business - NONE

9. Remarks, Inquiries, and Comments by Planning Commission and Staff (No Action)
Mindy Payne and Jason Coan thanked voters for coming out.

10. Adjournment

The meeting was adjourned at 5:33 p.m.

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

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

City of Broken Arrow

Request for Action

File #: 26-638, **Version:** 1

Broken Arrow City Council
Meeting of: 5-5-2026

Title:
Approval of and authorization to execute Budget Amendment Number 28 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 #28 appropriates a portion of Visit Broken Arrow fund balance to provide funding for the purchase of visitor intelligence software.

Cost: $25,000

Funding Source: Visit Broken Arrow, Fund Balance

Requested By: Cynthia Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Budget Amendment #28 for Fiscal Year 2026

Recommendation:
Approval of and authorization to execute Budget Amendment Number 28 for Fiscal Year 2026.

Fund 227 - Visit Broken Arrow
Budget Amendment #28
Fiscal Year 2026
5/5/2026

Estimated Revenue, Fund Balance or Transfers in

Account Number	Description	Balance before Amendment	Amount of Amendment	Balance after Amendment
227-353050	FUND BALANCE	$ 1,655,364	$ (25,000)	$ 1,630,364
		$ 1,655,364	**$ (25,000)**	**$ 1,630,364**

Appropriations

Account Number	Project	Description	Budget before Amendment	Amount of Amendment	Budget after Amendment
2271700-570170	2617190	VISITOR INTELLIGENCE SOFTWARE	$ -	$ 25,000	$ 25,000
			$ -	**$ 25,000**	**$ 25,000**

Explaination

The Municipal Budget Act adopted by the City Council allows the City to amend the budget at any time during the year for necessary expenditures incurred that exceed the original budget or when circumstances warrant the action. Budget Amendment #28 appropriates a portion of Visit Broken Arrow fund balance to provide funding for the purchase of visitor intelligence software.

Approved by City Council
Tuesday, May 5, 2026

Mayor, Debra Wimpee

Attest by Clerk

Curtis Green

City of Broken Arrow

Request for Action

File #: 26-566, **Version:** 1

Broken Arrow City Council
Meeting of: May 5, 2026

Title:

Approval of and authorization to reprogram fiscal year 2026 residual capital improvement funds to fund a new fiscal year 2026 capital improvement project to purchase gym equipment

Background:

In June 2025 the City Council voted and adopted the Annual Budget for Fiscal Year 2026. In an effort to be transparent, it is internal policy to bring to your attention a request to reappropriate funds from one project or projects to another or to re-appropriate funds for a new project or purchase not already approved as part of the current Annual Budget.

As it pertains to this budget transfer request, the police department asks for approval to transfer residual funds from the listed completed capital projects which have already been finished to a new project which will facilitate the purchase of gym equipment. The stationary exercise bicycle proposed for purchase will replace a similar broken unit at the gym located at the Justice Center. The hip press machine will be added to gym equipment at the Public Safety Center. Direct vendor delivery, set up and assembly is included in the purchase price. Please note that all City of Broken Arrow employees have the ability to use both of the gyms mentioned. Please refer to the tables below for information relative to both the donor projects and the pending recipient project.

All donor projects have been completed. We are not asking for more money but for permission to make use of funds already appropriated to the police department through the budget approval process. Specifically, we are asking for $1,200.00 from the patrol shields project, $900.00 from the incinerator rebuild project and $4,800.00 from the roof project. The first two projects would essentially have a practical zero balance. The rest of the funds from the roof project would remain in place and like revert to fund of origin at the end of the fiscal year.

Project Name	Project #	Fund of Origin	Beginning Balance	Current Balance	Project Status
Patrol Shields (15 Units)	2630130	344	$37,500.00	$1,249.00	Completed
Incinerator Rebuild	2630250	344	$150,000.00	$922.00	Completed
Training Ctr. Roof Replacement	2630100	344	$90,000.00	$57,975.00	Completed

TO

Project Name	Project #	Fund of Origin	Beginning Balance	Current Balance	Project Status
PD Gym Equipment	2630420	344	$6,900.00	$0 (pending approval)	Pending Approval

Cost: $6,900.00

Funding Source: Fund 344

Requested By: Lance Arnold, Police Chief

Approved By: City Manager's Office

Attachments: Equipment Quotes

Recommendation:
Approve and authorize reprogramming fiscal year 2026 residual capital improvement funds to a new fiscal year 2026 capital improvement project to purchase gym equipment

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Tulsa OK 74137
Cell / Text: (918) 557-0041
rschoolfield@pushpedalpull.com

Prepared by: Ryan Schoolfield

Quote Date	Quote #
04/13/2026	149180

Billing Address	Shipping Address
BROKEN ARROW 918-259-8367 PO Box 610 Broken Arrow OK 74013	BROKEN ARROW 918-259-8367 1700 W Detroit Broken Arrow OK 74012

Account No.	Customer Email
190014161 BROKEN ARROW POLICE	zschatz@brokenarrowok.gov

Item #	MFR	MODEL	Description	Color	Qty	MSRP	Price	Extended
50691	PRECOR	PHRCB63...	UBK 635 UPRIGHT BIKE EXPERIENCE SERIES - P31 (STORM GREY) C/SN: AKGW		1	3,400.00	1,269.00	1,269.00
27160	PRECOR	GPL0612	HIP THRUST ELITE W/BLACK UPHOL STERY GPL0612		1	5,840.00	4,673.33	4,673.33
9901		FC	FREIGHT COMMERCIAL		1		487.00	487.00
9977		DEL	DELIVERY/INSTALLATION		1		470.00	470.00

Standard Terms and Conditions:
1) 50% deposit and signed P.O. with order. Balance due before delivery.
Send Payment To:
2306 W 41st St.
Sioux Falls, SD 57105

2) Additional delivery fees may apply for additional trips.
3) Prices are subject to change 14 days after the quote date.
4) There will be a 2% monthly service charge on all overdue accounts. Buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts.
5) The quote is computed to be performed during regular business hours. Any special request by the buyer necessary to complete work will be paid by the buyer.
6) Clerical errors are subject to correction.
7) Buyer agrees to promptly file claim for all goods damaged in transit.
8) We have a 30-day limited exchange policy with the exception of damaged or defective goods. This policy excludes exchanges on special orders and accessories. Merchandise must be in "like new" condition.
9) There will be a 20% restocking fee on merchandise cancellations or returns. Delivery, Set-Up and Freight will not be refunded.

Subtotal $:	**6,899.33**
Sales Tax $:	**0.00**
Total $:	**6,899.33**

Acceptance of Proposal:

These prices, specifications, and conditions are satisfactory and are hereby accepted. I am authorized to order the equipment listed with full understanding of the payment terms.

A 3% fee will be assessed on all credit card payments.

Date:	Authorized Signature:
P.O. Number:	Print Signature:

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Specification

Warranty

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City of Broken Arrow

Request for Action

File #: 26-605, **Version:** 1

Broken Arrow City Council
Meeting of: May 5, 2026

Title:
Approval of and authorization to reprogram fiscal year 2026 residual capital improvement funds to fund a new fiscal year 2026 capital improvement project to purchase a crash data retrieval tool for the police department's Traffic Specialist Unit

Background:
In June 2025, the City Council voted and adopted the Annual Budget for Fiscal Year 2026. In an effort to be transparent, it is internal policy to bring to your attention a request to reappropriate funds from one project or projects to another or to re-appropriate funds for a new project or purchase not already approved as part of the current Annual Budget.

As it pertains to this budget transfer request, the police department asks for approval to transfer residual funds from the listed completed capital project which has already been finished to a new project which will facilitate the purchase of a crash data retrieval (CDR) tool for the Traffic Specialist Unit. This tool will allow investigators the ability to gather data from the "black boxes" installed in modern vehicles. The data will be used in connection with high profile traffic collision investigations. Currently, we have to rely on support from outside law enforcement agencies to perform this necessary evidence gathering task.

The donor project has been completed. We are not asking for more money but for permission to make use of funds already appropriated to the police department through the budget approval process. Specifically, we are asking to transfer six-thousand one hundred ($6,100.00) from roof repair project #263010 to the new CRD project, #2630430. The roof repair project has sufficient residual funds to accommodate the request.

Cost: $6,100.00

Funding Source: Fund 344, Project #2630430

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: CDR Quote & Sole Source Letter

Recommendation:
Approve and authorize reprogramming fiscal year 2026 residual capital improvement funds to fund a new fiscal year 2026 capital improvement project to purchase a crash data retrieval tool for the police department's Traffic Specialist Unit

Crash Data Group, Inc
6024 E Via Estrella Ave
Paradise Valley, AZ
85253-1229 USA
8002807940
crash@crashdatagroup.com
www.crashdatagroup.com

Quote

ADDRESS
Broken Arrow Police - OK PO Box 610 Broken Arrow, OK 74012 US

SHIP TO
Broken Arrow Police - OK 1700 W Detroit St Broken Arrow, OK 74012 US

QUOTE #	DATE	EXPIRATION DATE
Q16639	04/21/2026	05/21/2026

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
CDRDLC-KIT	Bosch CDR DLC Tool Kit with 1-year software license.	1	6,100.00	6,100.00
F00E900038	Annual Bosch CDR Software License: Single-User. End User License # Date Range:	1	1,500.00	
CDR-900	Bosch CDR900 Upgrade Kit.	1	4,200.00	
CDR-POWER	Bosch CDR Power Supply 2-piece	1	100.00	
CASE-DLC-BOSCH	Hard-shell case for the Bosch CDR Tool. Includes custom cut foam tray, custom lid organizer and bottom tray for storage. Color: green.	1	300.00	
DISCOUNT	CDR DLC Kit discount	1	-100.00	-100.00
SHIP	US Shipping and Handling	1	50.00	50.00

SUBTOTAL	6,050.00
TAX	0.00
TOTAL	**$6,050.00**

Accepted By

Accepted Date

FEIN: 46-3027670
Download our W9, Sole Source, and other documents at
https://crashdatagroup.com/pages/crash-data-group-documents-support

This letter valid through May 1, 2026

Bosch Automotive Service
Solutions Inc
15000 Haggerty Road
Plymouth MI 48170
www.Bosch.us

2025 - 2026 CDR Source

To whom it may concern,

Crash Data Retrieval (CDR) units, accessories and software are products of Bosch Automotive Service Solutions Inc. Bosch is the sole manufacturer of the Bosch Crash Data Retrieval Tool products. The CDR products are only available for retail purchase in the United States, Jamaica and Canada through our sole product distributor, Crash Data Group.

Sincerely,



Bill Rose
CDR Global Product Manager
Bosch Automotive Service Solutions Inc. (MA-AS)
www.bosch.com

BOSCH are Trademarks of Robert Bosch GmbH, Germany

City of Broken Arrow

Request for Action

File #: 26-607, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:

Approval of and authorization to execute a Proclamation declaring the week of May 17-23, 2026, as National Public Works Week

Background:

In the United States, there are over 19,400 municipalities of varying sizes. In each community, whatever its size, there are needs common to all human beings that must be met through the provision of public works services. These needs are met daily by visionary, values-driven, and hardworking men and women who provide and sustain public works services in the best interests of their communities.

The American Public Works Association (APWA), along with its 30,000 members, will celebrate the week of May 17-23, 2026, as **National Public Works Week**. This week, celebrated annually, honors the thousands of men and women who are first responders and who provide services to communities to enhance the quality of life. This year's theme is **"Rooted in Service, Powered by Community"**. Every public works professional strives to improve the quality of life for the community they serve, leading to healthier, happier communities.

This year's theme "Rooted in Service, Powered by Community" acknowledges that the roots of service run deep in public works. It's what has propelled public works innovations that have helped our communities evolve into places where people can lead lives of purpose and possibility. Some work-like building roads and bridges-is highly visible, while other public works contributions-like maintaining water and sewer systems-are sometimes hidden from view. Together, these efforts form the foundation of thriving communities, reminding us that every project, seen or unseen, powers the connection between service and the people it supports.

Public Works helps maintain a community's strength by working together to provide an infrastructure of services in transportation, water, wastewater, and stormwater, public buildings and spaces, parks, and grounds, emergency management and first response, solid waste, and right-of-way management. Public Works provides togetherness needed for collaboration with all the stakeholders in capital projects, infrastructure solutions, and quality of life services. They are what make our communities great places to live and work. So join us in celebrating these professionals!

Cost: $0

Funding Source: None

Requested By: Tim Wilson, Director of Streets and Stormwater

Approved By: City Manager Office

Attachments: National Public Works Week Proclamation

Recommendation:
Approve and authorize execution of the proclamation declaring May17-23, 2026, as National Public Works Week

BROKEN ARROW

Where opportunity lives

PROCLAMATION

WHEREAS, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of the City of Broken Arrow; and

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in City of Broken Arrow to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association be it now,

BE IT RESOLVED, I, Mayor Debra Wimpee, do hereby designate the week of May 17–23, 2026, as

National Public Works Week.

I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

*IN WITNESS WHEREOF***,** I have hereunto set my hand and caused the Seal of the State (to be affixed),

_____

Debra Wimpee, Mayor
City of Broken Arrow, Oklahoma

City of Broken Arrow

Request for Action

File #: 26-608, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:
Approval of and authorization to execute a Proclamation declaring May 16, 2026 as Kids to Parks Day in the City of Broken Arrow

Background:
The attached proclamation, if approved, will declare May 16, 2026, as Kids to Parks Day in the City of Broken Arrow. The National Park Trust has designated May 16, 2026, as National Kids to Parks Day, which encourages children and families to seek out a local, state, or national park for a day of fun through active learning and building healthy habits. We once again plan to accomplish these objectives through providing family relays, yard games, kids coloring, and water activities at Nienhuis Park (3201 N. 9th Street) on May 16, 2026.

· Kids to Parks Day will start at 10:00am on May 16th and end around 12:00pm.

· During this annual event, the Parks and Recreation Department will be hosting family relays, yard games and water activities from 10am-12pm.

We encourage citizens to come out and enjoy Kids to Parks Day at Nienhuis Park on May 16, 2026.

Cost: $0

Funding Source: Recreation Division Operational Budget

Requested By: Matt Hendren, Director Parks and Recreation

Approved By: City Manager's Office

Attachments: Kids to Parks Day Proclamation 2026

Recommendation:
Approve and authorize the execution of a Proclamation declaring May 16, 2026 as Kids to Parks Day in the City of Broken Arrow

PROCLAMATION

Kids to Parks Day – Saturday, May 16, 2026

Whereas, May 16, 2026 is the fifteenth Kids to Park Day organized and launched by the National Park Trust held annually on the third Saturday of May; and

Whereas, Kids to Park Day empowers kids and encourages families to get outdoors and visit local parks, public lands, and waters; and

Whereas, we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes, hypertension and hypercholesterolemia; and

Whereas, Kids to Parks Day will broaden children's appreciation for nature and the outdoors; and

Whereas, Kids to Parks Day will recognize the importance of recreating responsibly while enjoying the benefits of the outdoors; and

Now, Therefore, I, Mayor Debra Wimpee, do hereby recognize May 16, 2026 as Kids to Parks Day.

Signed by the Mayor of Broken Arrow, Oklahoma on this date May 05, 2026.

_____

City of Broken Arrow

Request for Action

File #: 26-604, **Version:** 1

Broken Arrow City Council
Meeting of: May 5, 2026

Title:

Approval of and authorization to execute an agreement with Archon Resources, LLC to provide contract staffing, contract-to-hire, payroll, and direct hire recruitment services

Background:

The City of Broken Arrow seeks to utilize external staffing and recruitment firms to support workforce needs across various departments, including information technology, engineering, finance, and administrative services. These partnerships provide flexibility in addressing workforce demands, assist in recruiting qualified candidates in competitive labor markets, and allow the City to evaluate candidates prior to full-time employment.

The proposed agreement with Archon Resources, LLC establishes terms for contract staffing, contract-to-hire conversions, direct hire recruitment, and payroll services.

Key Terms of the Agreement:

Contract Staffing

- Archon employees remain employees of the firm and are responsible for wages, benefits, and insurance
- Weekly invoicing; payment due upon receipt
- 40-hour/first-week guarantee: no charge if employee is not a suitable fit and replaced
- Contract employees remain under agreement protections for 6 months post-assignment

Contract-to-Hire Conversion

- Conversion fees based on hours worked, ranging from 20% down to 0% of annual salary
- Fee decreases as hours worked increase; no fee after threshold hours are met
- Conversion fee due at time of hire

Direct Hire Recruitment

- 20% placement fee based on first-year salary
- Applies to hires made within 6 months of candidate referral
- 90-day guarantee:
    - 0-30 days: full refund or replacement
    - 31-90 days: prorated refund or replacement

Payroll Services

- Payroll administration available for City-referred employees
- 35% markup rate

Screening Requirements

- Background checks and drug screenings conducted in accordance with City policy

Staff recommends approval of the agreement with Archon Resources, LLC to enhance recruitment capabilities, provide flexible staffing solutions, and support operational continuity across City departments.

Cost:	Dependent on service as indicated in agreement
Funding Source:	Respective Department Salary Operating Account
Requested By:	Kelly Cox, Human Resources Director
Approved By:	City Manager's Office
Attachments:	Archon Resources Agreement-City of Broken Arrow finalized 2026 Handbook with drug testing policy Employment Requirements Ordinance

Recommendation:
Approve and execute an agreement with Archon Resources, LLC for contract staffing, contract-to-hire, payroll, and direct hire recruitment services

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

Thank you for engaging Archon Resources to serve your professional staffing needs. We recruit and refer candidates who are qualified for the positions you seek to fill without regard for race, color, religion, sex, national origin, age, disability, veteran status, or other legally protected characteristics. Archon offers contract, contract-to-hire, and direct hire options on the following terms and conditions. The Agreement below is entered into between **City of Broken Arrow** ("Client") and Archon Resources, LLC ("Archon") as of 05/05/2026.

Contract Employees:

Upon request, Archon will assign its qualified employees to work temporarily for Client. Archon will be responsible for all wages, withholdings, benefits, and applicable workers' compensation and unemployment insurance of its employees assigned to work for Client. Archon will submit weekly invoices for all contract employees. Payment is due upon receipt of invoice. If a contract employee does not work out for any reason during the first 40 hours, we will attempt to provide a replacement and will not charge for the time worked within the first five days. A contract employee may be converted to an employee or contractor of Client or engaged through another firm subject to payment of the conversion fee specified below. Any contract employee will remain under this agreement for 6 months after completion of their contract. Any employment during that time must be facilitated through Archon or subject to the conversion fee specified below.

Contract-to-Hire Conversions:

Client shall pay Archon the conversion fee set forth below, which is a percentage of the employee's annual salary with Client based on the hours worked for Client on the current assignment. Only hours worked on the current assignment will be applicable to the conversion fee. The conversion fee is due upon conversion date.

IT/Engineering		*Finance/Accounting*		*Administrative/Clerical*		
0-260 hours	20%	0-260 hours	20%	0-250 hours	20%	20%
261-520 hours	18%	261-520 hours	18%	251-520 hours	18%	18%
521-780 hours	15%	521-780 hours	15%	521-680 hours	15%	15%
781-1,040 hours	10%	781 + hours	0%	681 + hours	0%	0%
1,040 + hours	0%					

Direct Hire Employees:

For direct hire placements hired by Client within six months of referral by Archon, Client shall pay Archon 20% of the starting annual salary. Invoices will be sent on the direct hire's start date and are due upon receipt. Client shall promptly notify Archon in writing if a referred candidate has previously been referred to Client by another search firm.

If a direct hire quits within 90 days of the start date, Archon will offer a free replacement, or a pro-rated refund based on the following schedule if a replacement cannot be timely sourced: 0-30 days = Full refund | 31-90 days = Pro-rated refund. Payment is due upon receipt. Non-payment within 15 days of candidate start date will negate the guarantee.

Payroll Services:

Archon offers the management and automation of employee payments. We will issue wages on time and stay in compliance with tax requirements. Archon payroll markup percentage is 35%.

Miscellaneous Provisions:
An applicant hired in any capacity within six months from date of referral shall be considered a placement. Any Archon candidate submittals will be covered by this agreement for six months following the date of the last conversation (with an email documenting such conversation), email or submittal. Each party shall defend, indemnify, and hold harmless the other party and its members, managers, and employees from and against all claims, losses, and liabilities, including reasonable attorneys' fees, arising out of or resulting from a party's alleged acts or omissions involving a contract employee or direct hire referred or placed pursuant to this agreement.
In the event either party breaches any material term of this Agreement, the non-breaching party shall provide written notice of the breach. The breaching party shall have fifteen (15) days (or such longer period as may be reasonably necessary, provided cure is diligently pursued) to cure the breach. If the breach is not cured within such period, the non-breaching party shall be entitled to pursue any remedies available at law or in equity, including recovery of reasonable costs and expenses, including attorneys' fees, incurred in enforcing this Agreement, to the extent permitted by applicable law.
Notwithstanding the foregoing, neither party shall be liable for consequential, incidental, or punitive damages except to the extent arising from gross negligence, willful misconduct, or indemnification obligations under this Agreement.

Candidates from Archon Resources will be informed that upon receiving an offer they will have to agree to adhere to the rules and policies provided in City of Broken Arrow Handbook.

Date 04/29/26

Ann Lowry
Vice President of Operations
Archon Resources, LLC

Date _____

Mayor Debra Wimpee
City of Broken Arrow

Client Background and Drug Screening Requirements

Client requests that Archon conduct background and/or drug screening for candidates according to the attached company policy. *Please check the appropriate boxes below and summarize guidelines.* The information below is a supplement and will not be considered a replacement for Client's official policy. *Please attach Client's policy to this agreement*.

Drug and Background Screening:
Client may request drug and background screenings for individuals provided by Archon, subject to Client's company policy. Archon will conduct screenings that align with Client's policy.

Confidentiality:
Information obtained through screenings will be treated confidentially. Results are property of Archon and Client will be given a "pass" or "fail" result according to the provided company policy.

Policy Summary (not to be used in place of written company policy from Client)**:**

__ Background Required
Pass/fail guidelines: Refer to City of Broken Arrow Handbook for requirements

__ Drug Screen Required
Pass/fail guidelines: Refer to City of Broken Arrow Handbook for requirements

_



Character

City of Broken Arrow

Employee Handbook

2026



Leadership

Excellence





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July 2024

Welcome to the City of Broken Arrow! You are an important addition to our team, and we look forward to a productive and mutually fulfilling time together.

Each and every employee plays a critical role in the overall success of the organization. Likewise, because of our dedication to duty and stewardship, we all contribute daily to the excellent quality of life that exists in our community. It's the large and small efforts and things we all do that makes us great!

Throughout your career, you will meet many co-workers, supervisors, managers and City leaders. We are all here to support you and to serve as a resource. It is the responsibility of the leadership team to develop, communicate and administer our organization's policies and procedures. It is your responsibility to become familiar with the policies and procedures and to comply with them. The Employee Handbook is your guide to being a successful member of our team throughout your career with the City.

It is important to note that the information contained in the Employee Handbook is subject to revision. In addition, all employees must understand that employment with the City of Broken Arrow is on an "at-will" basis. This means, that either an employee or the City may end an employee's employment at any time, with or without notice. As we continue to grow, we strive to remain as adaptable, motivated and responsive to our employees as we are to our citizens. The policies in this handbook are intended to serve as guidelines, and do not create any contract of employment or contractual rights for employees.

I'll close by saying two words: "it matters"! Yes, what we do everyday matters to nearly 115,000 citizens and several thousand businesses! We have the opportunity to serve and to be a part of the best community in Oklahoma – one that is recognized nationally as a great place to live, work and play!

Thank you for joining others who believe ***it matters***!



Michael L. Spurgeon, City Manager

Mission Statement

To lead with character and excellence; to provide exceptional services in a responsive, caring manner with a professional attitude; and to establish an environment that fosters growth and enhances the quality of life for all citizens.

Vision for the Future

The City of Broken Arrow will set the standard by providing the best municipal programs and services in our region, while promoting a positive environment for families, business, community organizations and visitors. Broken Arrow will continue to be a community that we are proud to call home.

Core Values

The City of Broken Arrow has the following Core Values: Excellence, Character and Leadership. Our core values describe what the City organization values. They define our ethical behavior and represent criteria upon which decisions can be evaluated.

Excellence refers to an attitude that is pervasive in all we do. We strive to excel in our provision of programs and services, to do the best we can. Superior quality is our goal.

Character encompasses all the many traits that make up good character and are incorporated into our everyday work habits.

Leadership relates to the value of striving to be the organization that others look to for solutions. We want to be on the cutting edge in terms of resolving problems, finding innovative and creative solutions. The City government organization will take charge and guide the community into the future.

We are Servant Leaders

Leaders serve people. At the City of Broken Arrow, anyone can serve – and lead from any position in the organization. At the City of Broken Arrow, we exemplify Servant Leadership.

We believe that everyone has value and can accomplish great things when inspired by a purpose beyond themselves. Our leaders value our employees and inspire them to be the best versions of themselves.

We believe that our words and actions encourage others' behaviors. Our leaders will set aside self-serving actions and be an example of serving others.

We believe that our employees should be an engaged participant in their career and in our organization. Our leaders will listen, accept feedback and cultivate employee involvement.

We believe in learning from our mistakes. Our leaders have high expectations for our employees and will hold them accountable for their performance while supporting them through learning opportunities.

We are Servant Leaders, serving the Citizens of Broken Arrow.

Extent of Coverage

These rules shall be construed as employment guidelines by the City, and shall not be construed as a contract with any employee or as creating any debt or obligation on the part of the City. These personnel rules apply to all City employees, including employees covered by a collective bargaining agreement entered into between the City and a legally authorized collective bargaining agent. Where a collective bargaining agreement exists, these personnel rules apply fully, unless and only to the extent expressly modified by the collective bargaining agreement. Where departmental policies and procedures exist, these personnel rules apply fully. If the departmental policies and procedures are or become inconsistent with this handbook, the handbook shall govern.

Nothing in this handbook is intended to interfere with the rights of any employees to engage in protected concerted activity, either with coworkers or others, or any other rights provided under the National Labor Relations Act. To the extent that conduct is protected under the National Labor Relations Act, this handbook does not prohibit it. If any policies contained herein are or become inconsistent with applicable law, the law shall govern.

Amendment and Implementation

The City Manager, or designee, may amend these rules when deemed desirable and necessary in the best interest of the City. The City Manager, or designee, will provide an opportunity for employees to have notice of the rule changes, but may make changes effective immediately.

Equal Opportunity Employment

Eligibility for City employment is based on merit, fitness and qualifications established for the particular position that is open. No person will be favored or discriminated against because of age, race, color, sex (including pregnancy), disability, religion, national origin, or genetic information in any manner involving employment, including recruitment, advertising, appointment, layoff, termination, promotion, demotion, transfer, compensation, training and selection for training or any other terms, conditions or privileges of employment.

Employees

City Employees include:

- Probationary employee – A newly appointed employee who has not completed the designated probationary period.
- Regular full-time employee– An employee who has completed the initial probationary period and who is regularly scheduled to work forty or more hours a week.
- Regular part-time employee – An employee who has completed the initial probationary period and who is regularly scheduled to work less than forty hours a week. Regular part-time employees are not eligible for City benefits.
- Seasonal employee – An employee who works either on a regular or part-time basis for a limited period of time. Seasonal employees are not eligible for City benefits.
- Intern/Extern employee – An Employee who works either on a regular basis or a part-time basis for a limited period of time. Intern/Extern employees are not eligible for City benefits.

Diversity and Inclusion

It is the policy of the City to embrace diversity and foster inclusion. Diversity is any dimension that can be used to differentiate us, one from another. We appreciate the perspectives, lifestyles, experiences and cultures that make us different and recognize that such differences drive innovation. We treat all individuals with whom we have contact with the utmost respect and consideration.

Inclusion is the condition of being valued, respected and supported. We focus on the needs of our employees, ensuring that we're creating an environment for them to reach their full, professional potential.

All actions preventing inclusion or inappropriate references made to race, color, ethnicity, national origin, education, age, sexual orientation, religion or other cultural differences should be eliminated. Any employee subjecting an individual to unwarranted insensitivity is subject to disciplinary action, up to and including termination.

Probationary Period

Each new employee serves a probationary period. The probationary period is a trial period considered as part of the selection process during which a new employee or a promoted employee is required to successfully demonstrate his or her ability to perform the duties required of the position. The probationary period for all new City employees for all

departments except uniformed Fire and Police personnel is six months. Uniformed Fire and Police Department probationary periods are one year, or as otherwise provided pursuant to union contract. Existing employees promoted to a new job shall serve a six-month probationary period in their new position. Uniformed employees are defined as those in sworn Police and Fire positions (non-civilian).

During the probationary period, performance reviews will be conducted on a regular basis. For six-month probationary periods, the reviews shall take place before the conclusion of six months. For the one-year probationary period, the reviews shall take place before the conclusion of twelve months of service. The department director is authorized to require additional reviews of probationary employees.

Prior to the end of the probationary period, a performance review will be conducted, and recommendation concerning the employee will be submitted by the department director to the City Manager, or designee, for final approval. The recommendation will include information for the probationary employee to become a regular, full-time employee or a recommendation to terminate the employee. The department director or City Manager, or designee, shall have the right to extend the probationary period for a maximum of ninety days if deemed necessary to adequately assess employee performance. Probationary employees may be dismissed from City service without recourse to appeal, may be dismissed without cause and may not be eligible for reemployment.

Attendance

All employees play a vital role in providing quality service to the citizens of Broken Arrow. In order to ensure that we are able to fulfill this role, the following attendance policy guidelines are to be followed. Unnecessary absenteeism and tardiness are expensive, disruptive and places an unfair burden on your fellow employees.

You are needed at work and therefore expected to report to work on time for each regularly scheduled shift as well as any supplemental work times assigned by your supervisor. If you are going to be absent, or late for work, contact your supervisor as far in advance of your regularly scheduled work time as possible, no later than fifteen (15) minutes prior to your normal start time. Explain to your supervisor why you are going to be absent/late and when you can be expected to report to work. If your supervisor is not available, contact another member of management. Contacting a non-management employee is not sufficient. The way in which the employee notifies the department supervisor of the absence will be the decision of each department director.

If your absenteeism becomes excessive, or otherwise unacceptable, you can expect to be counseled about ways to improve your attendance. If improvement is not made, disciplinary action, up to and including termination, will be considered.

The City's sick leave benefit should not be confused with the Attendance Policy. Accumulated sick leave does not entitle an employee to be absent for non-medically related incidents.

An absence of an employee from duty, including any absence for a single day, which is not authorized by the department director, shall be deemed to be an absence without leave. Any such absence shall be without pay and may result in disciplinary action, up to and including termination. Any employee who is absent for three consecutive working days without notice to management will be deemed to have abandoned his or her employment and will be mailed a letter regarding the notice of a pre-determination process. Employees who are separated for job abandonment may not be eligible for reemployment for a period of at least five (5) years.

Standards of Conduct

It is the policy of the City of Broken Arrow that in all cases its employees will perform their duties for the benefit of the citizens of the City. They shall conduct the government of the City with loyalty, integrity and impartiality, without allowing prejudice, favoritism or the opportunity for personal gain to influence their decisions or actions or to interfere with serving the public interest. The purpose of this policy is to establish legal and ethical standards of conduct for all officials and employees of the City and to require disclosures by all officials and employees of private, financial or other interests in matters that may affect the City. All City employees shall adhere to the following Code of Ethics to build public trust and ensure equitable treatment for all.

Trustworthiness

All City employees should demonstrate the highest standards of personal integrity, truthfulness and honesty in all public activities. The protection of confidential information from inappropriate use is of utmost importance and should be handled accordingly. No employee shall use the funds, property, equipment, supplies or labor of the City for a purpose which is for the private benefit of such employee or any other individual or group of individuals unless the same benefit is available to the general public on equal terms, or the use is in accordance with municipal policies and/or ordinances.

Gift or gratuity: No employee shall directly or indirectly solicit, accept or receive any gift or consideration whether in the form of money, services, loan, travel, meal (breakfast and lunch are excluded from this exception), entertainment or thing of promise from any vendor, company, person or entity who presently does business with the City, has done business with the City in the past, or is seeking to do business with the City. No employee, acting within the scope of their employment or because of their position, shall accept any non-monetary item or items with a total value of more than twenty dollars received during one calendar day. * "Breakfast is defined as the first meal of the day eaten in the morning. "Lunch" is defined as a meal eaten in the middle of the day, typically one that is lighter or less formal than an evening meal.

The following shall not constitute gifts or consideration for purposes of this section:

- Discounts offered to all City employees.
- Discounts offered to the general public or to private groups such as professional organizations, religious or service organizations.
- Entertainment provided at a public, professional or community event in which multiple officials or employees of the City or other municipalities are invited. Examples include picnics, holiday parties and civic celebrations.
- Entertainment such as golf outings, hockey games, football games, baseball games or other sporting events available to all City employees.
- Acceptance of a professional or public award reflecting positive performance or community service.
- Campaign contributions reported in full compliance with federal, state and local ordinances as they may apply.
- Informational materials such as books, reports, pamphlets, marketing materials, calendars or periodicals not prominently displayed.
- Greeting cards and items with little intrinsic value such as plaques, certificates and trophies, which are intended solely for presentation.
- Luncheons, dinners or other events where membership dues cover the price of the meal or where food is served in conjunction with training previously authorized by a supervisor.
- Contributions and donations from businesses or others used for charitable events, such as United Way fundraisers and Sanitation Santa.
- Actual expenses for food, beverages, registration, travel and lodging which is given in return for participation in a panel or speaking engagement at the meeting when the expenses relate directly to the day or days on which the employee has participation or presentation responsibilities.
- Contributions and donations made for the purpose of employee training and travel-related expenses subject to City Manager, or designee, approval. City employees shall not solicit donations for training and travel expenses.

Drug free work force: No employee shall possess, use, manufacture, dispense, sell or distribute alcoholic beverages or illegal drugs while on duty, while in a City vehicle, while on City property, or while wearing a City uniform (on or off duty); nor shall any such employee be under the influence of such substances while in the named situations. Provided that consumption of such substances as an authorized part of police training program or while doing police work in an undercover capacity may be permitted, but only to the extent approved by appropriate supervisors.

Conflict of interest: State law requires the City to annually identify all of its employees and their spouses who possess a business or maintain a proprietary interest in a business. Proprietary interest means the ownership of more than twenty-five percent (25%) of the business or of the

stock therein or any percentage which constitutes a controlling interest, but shall not include any such interest held by a blind trust.

Respect

City employees should treat all individuals in a respectful, courteous and professional manner. City employees shall not exceed their authority or breach any laws or ask others to do so and should work in full compliance with others unless prohibited from doing so by law.

Attitude: Every employee is viewed as a representative of the City government and should display loyalty, honesty, courtesy, reliability and helpfulness whether they are receiving criticism or answering a question from private citizens or from fellow employees. An employee's attitude is a reflection upon the City's service.

Responsibility

A primary goal of the City of Broken Arrow is to uphold the public trust. Employees should perform job duties diligently and promptly and make no promises of any kind which conflict with one's public duties and responsibilities. No employee, either on that person's behalf or on behalf of any other person, shall have any financial or personal interest in any business or transaction with the City Council, a board, commission, committee, or other public body of the City. Upon hire, and on an annual basis, each employee will be required to sign a Conflict of Interest form designating personal interest or ownership in an outside entity.

Personal appearance: Personal appearance is important. Employees will dress in a manner that creates a good impression upon the people served as our primary objective is to have employees project a professional image. When not provided with a uniform, all office employees are expected to dress in a manner appropriate in a professional office setting. Non-traditional casual wear (sweats, jeans, joggers, suits, etc.) and/or jeans day clothing must be approved in advance by supervision and/or may be approved for special work situations (moving files/desks, field duties, holidays, etc.). Friday will normally be considered "jeans day," and any days on which snow and ice exists when coming into work shall likewise be jeans day. Regardless of the item of clothing, it is essential to avoid wearing anything to the office that is offensive, excessively worn, frayed, exposes too much skin, or is wrinkled.

The City Manager, or designee, may reverse any or all of the director's decision to impose or waive a dress code.
Employees required to wear a uniform should refer to their department policy manual regarding the uniform standard.

Use of City property: Employees are expected to use and operate City property in a careful and safe manner. City property shall be used for municipal government purposes only except when a specific policy, contract or agreement provides for personal use. Responsibility for City property is a part of every employee's job. Use of City property, including uniforms, for political

campaign purposes shall result in disciplinary action. As used herein, the wearing of any shirt, jacket, hat, insignia, badge or other emblem of office which is issued to identify City employees, or which was purchased or provided by the City, is prohibited while campaigning, whether or not all or some portion of the item is masked or obscured. The uses of insignia used to identify a labor organization are not prohibited by this policy, unless the labor insignia has been altered or obscured in such a way as to make it appear to be City property or a portion of a City uniform.

Fairness

All employees should treat others with impartiality and equity. No special favors or privileges should be provided or accepted that could be perceived as influencing the performance of one's duties. Applicable laws and regulations will be applied impartially to everyone.

Outside employment: Employees of the City may be self-employed or may take occasional part time jobs if, in the opinion of the department director, there is no conflict with working hours, the employee's efficiency in the City work, or with the interest of the City. The employee must obtain approval from the department director before accepting outside employment or venturing into a business. Employees of the City may not engage in outside employment while on duty, nor may City property be used for any reason other than City functions except as authorized by a specific policy, agreement or contract.

Caring

The creation and maintenance of positive relationships is important. Employees should strive to find solutions to customer issues and problems and offer suggestions for improvement to leadership when appropriate.

Citizenship

All officials and personnel should make decisions that benefit the public interest and engage only in activities that are consistent with the performance of one's duties.

Political Activity: Any employee who files as a candidate for City Councilmember shall be considered to have resigned from City employment effective on the date that the candidacy is filed. Employees may file as candidates for other public offices without being subject to disciplinary action, provided that they are able to perform their normal duties for the City at normal hours and without interference. In the event the City employee wins the election and is subsequently sworn into an office and the elected office requires the employee's fulltime attention during all or any portion of the year, the employee shall be deemed to have resigned from City employment effective on the date that the employee is sworn into the office.

No City employee may use City equipment, including City uniforms, while campaigning for office, or while campaigning on behalf of another candidate.

No City employee may place campaign literature or signs advocating or supporting or opposing any person or issue on any real estate, buildings or equipment which is owned or leased by the City or any of its trusts. No City employee may park a privately-owned vehicle on City owned property, if such vehicle has such campaign materials in any form that are placed so as to be observable from the exterior of the vehicle. As used in this policy, the term "City owned property" includes City Hall, Police headquarters, Fire stations, Operations buildings, employee parking lots, water treatment plants, sewer treatment plants, water towers, lift stations and the grounds on which they are located. "City owned property" shall also include City parks, provided that individual participation as a private citizen by attending political rallies or similar organized events which are held in City parks shall not be considered a violation of this policy. However, "City owned property" shall not include land in which the City merely owns a right-of-way or easement. Campaign materials shall not be interpreted as including two or fewer adhesive-backed bumper stickers, which do not exceed six inches by twenty-four inches each and which are fully adhered to the bumper, tailgate, nose cone or rear window of a private vehicle in an otherwise lawful manner.

Work Rules and Disciplinary Action

It is the policy of the City of Broken Arrow to provide a high quality of service by the safe, efficient and orderly operation of all City departments. Behavior indicative of a violation of work rules may result in disciplinary action including a warning, reprimand, suspension, demotion and/or termination. The violations list provided below is not intended to be all-inclusive, but to serve as guidelines for personal conduct. Employee shall refrain from:

- reporting late to work;
- Failure to report absence from duty within a reasonable period of time (normally as soon as it is apparent that it will be impossible to report for work, but at least fifteen (15) minutes prior to the start of the shift whenever possible).
- habitual tardiness or absence;
- absence without notification;
- absence from duty without reasonable cause
- not immediately returning to work after being released from doctor's care;
- abuse of any leaves or other City benefits;
- abuse of any policies regarding employee leaves or other City benefits;
- failure to punch timecard or accurately complete other time sheet record;
- knowingly punching the timecard of another employee, having one's timecard punched by another employee or unauthorized alteration of a timecard or time report;
- falsification of record, report (written or oral) or document arising from employment or work;
- loss of required license or certification;
- gambling or engaging in lottery on City premises;
- discourteous, abusive, disrespectful or insubordinate language to supervisor(s),

manager(s), other employee(s), citizen(s) or other customer(s);

- immoral, indecent or obscene conduct;
- conviction of or pleas of guilty to a traffic violation in a City-owned vehicle while on City time;
- failure to meet standards for personal appearance;
- acceptance of a fee or gift given with the intent of influencing the employee in the performance of his or her official duties;
- violation of a safety rule or the performance of unsafe work practices;
- violation of any City policy or procedure or interdepartmental regulation;
- use or possession of alcohol or drugs on the job or reporting to work under the influence of alcohol or drugs;
- taking more than specified time for meals or breaks;
- stopping work or making preparations to leave work before specified time authorized by the appropriate supervisor;
- leaving the worksite without permission;
- insubordination;
- destruction, theft or misappropriation of City property;
- repeated failure, refusal or neglect in performance of duties;
- fighting with, intimidating or coercing other employees on the job or engaging in horseplay, scuffling or other disruptive actions;
- concealment or failure to report a significant error, mistake or unsafe working condition or injury;
- improper use of authority by using official position for personal profit or advantage;
- wasting time, loafing or sleeping on the job;
- commitment of acts which lead to arrest where it can be found the employee has committed unlawful activities based on reasonable review of the available evidence;
- commitment of acts, on or off the job, which would bring embarrassment, distrust or discredit to the City of Broken Arrow;
- committing acts, in person, over the phone or over social media, that involve illegal and/or unethical behaviors either on or off the job, when such activities would constitute a violation of reasonable expectations of employee behavior;
- removal of any City property, equipment or materials from the work premises without proper authorization from supervision;
- violations of the City Code and/or state law regarding political activity;
- negligence, inefficiency, or incompetence in the performance of job duties;
- excessive garnishments levied against an employee's wages;
- the destruction, theft or misappropriation of the personal property of another, through the unauthorized use of City authority;
- negligent misuse, damage, destruction, willful or malicious damage or destruction of City property or the property of others;
- use of City personnel, equipment or materials for personal or other purposes which are not specifically authorized in writing by the department head;

- Divulging and/or attempting to inappropriately access confidential material or reports;
- bringing firearms or weapons of any sort, concealed or not, onto City property, except that firearms that are otherwise legal may be kept inside a locked vehicle on City designated parking areas. Police officers authorized by the Chief of Police and Fire Marshals authorized by the Fire Chief are exempt from this policy;
- making a threat of violence or actually displaying violent behavior within the workplace. For law enforcement personnel, following the use-of-force modes, shall be exempt to the extent that the officers in good faith perform the duties of the office;
- failure to cooperate with an investigation where an employee is the alleged offender;
- any other reason which the City Manager, or designee, believes, in good faith, to be for the good of the service.

The severity and type of discipline is dependent on the specific incident or violation of the City's work rules and the employee's work history with the City. When appropriate, the City believes that a progressive system of discipline may be helpful to correcting employee performance or behavior issues. The City, however, reserves the right to determine the level and severity of discipline that is appropriate in each circumstance. By providing examples of types of discipline, the City is not indicating that it must follow a progressive system of discipline for all disciplinary situations.

Warning or Reprimand: Whenever an employee's performance or conduct falls below the City's standard of service or whenever an employee violates any of the rules that are City policy, disciplinary action will normally be initiated in the form of a verbal warning or written reprimand by the immediate supervisor. In situations where a verbal warning has not resulted in the correction of the condition or where more severe action is warranted, a written reprimand shall be given to the employee and a copy placed in the personnel file.

Suspension: In those cases where one or more written reprimands have not proved to be effective, or in those cases where the seriousness of the elements or conditions warrant it, the Department Director may recommend suspension without pay of an employee as defined under the Fair Labor Standards Act (FLSA) for up to thirty calendar days in any twelve-month period. When suspension of an employee is being considered, the department director should document the reasons for the suspension and deliver a detailed summary of the evidence to the employee. The department director is to inform the non-probationary employee of his or her right to submit evidence or witnesses in the employee's defense at a hearing to be held before a hearing board, consisting of the department director, or designee, and the Human Resources Director. The employee's evidence should be submitted verbally or in writing, including affidavits signed by relevant witnesses. The hearing board for suspensions within the Human Resources Department will be the Human Resources Director and the City Manager's designee. All documentation from the hearing board, together with the board's recommendation shall be submitted to the City Manager, or designee, who will make a final determination on the basis of the written records. A department director may request a longer

suspension period from the City Manager, or designee, pending the investigation or trial of any criminal charge against the employee.

Demotion: In cases where warranted, the City Manager, or designee, may demote an employee to a lower-class position and pay grade that he or she deems suitable as disciplinary action subject to the provisions outlined in Demotions.

Termination: When other forms of disciplinary action have proved ineffective or where the seriousness of the offense or condition warrants it, the department director may recommend termination of an employee for any violation of the rules or any other reason for the good of the service. In the event the department director believes that immediate action is required to protect City interests, he or she has the authority to suspend an employee with pay pending a hearing. When termination of a non-probationary employee is being considered, the department director should document the reasons for the termination and deliver a detailed summary of the evidence to the employee in writing. The department director is to inform the employee of his or her right to submit evidence or witnesses in the employee's defense at a hearing to be held before a hearing board, consisting of the department director, or designee, and the Human Resources Director. The employee's evidence should be submitted verbally or in writing, including affidavits signed by relevant witnesses. The hearing board for terminations within the Human Resources Department will be the Human Resources Director and the City Manager's designee. All documentation from the hearing board, together with the board's recommendation shall be submitted to the City Manager, or designee, who will make a final determination on the basis of the written records.

Terminations are considered forced separations and are categorized into unsatisfactory service separations and dismissals. Regardless of employment status (probationary or non-probationary), an employee may be separated from employment with an unsatisfactory service separation based on just cause whenever the work habits, attitudes, performance/production or personal conduct of the employee fall below the desirable standards for continued employment. Reasons for an unsatisfactory service separation shall include, but not be limited to, unsatisfactory performance or production in the duties of the position, undesirable behavior or other similar reasons not of a degree requiring dismissal. If an employee separated for unsatisfactory service applies for reemployment, the facts surrounding the previous separation shall be reviewed. The employee may be considered for re-employment and considered for any position for which they are qualified, including their former classification, but shall be considered only when it appears highly probable that the reason for the unsatisfactory service separation will not reoccur. The former manager or department supervisors will be contacted to provide clarification related to the past issue (as applicable) and the prospective appointing authority shall be informed prior to their interview with the employee of the facts surrounding the unsatisfactory forced separation.

A dismissal is when an employee has been determined to be unsuited for further City employment based on just cause for repeated and/or deliberate and/or serious violation(s) of work rules or other standards of conduct. An employee who is dismissed from employment

shall not be eligible for reemployment with the City for a period of at least five years, unless such violations rise to the level of fraud, embezzlement, harassment, workplace violence or other extreme workplace violations. It is intended that a dismissal shall be given to an employee definitely unsuited for City employment, whereas unsatisfactory service separation shall be given where there are less serious reasons for separation. However, both are considered forced separations.

Workplace Violence

The following examples and definitions present intolerable, workplace behaviors. As these behaviors violate our Work Rules and Standards of Conduct policies, any employee found to be behaving in these manners will be subject to discipline, up to and including termination. In some instances, law enforcement may be involved.

Workplace violence: Workplace violence is defined as any physical assault, threatening behavior or verbal abuse occurring in the work setting.

It is everyone's responsibility to prevent workplace violence. The following behaviors may indicate an employee could become violent, and should be reported to management, immediately.

Report an employee who is observed to be:

- Making threats;
- Exhibiting paranoid behavior;
- Showing signs of depression;
- Showing signs of substance abuse;
- Acting unreasonably or irresponsibly;
- Intimidating or controlling other employees;
- Exhibiting anger and aggression;
- Exhibiting bizarre behavior;
- Showing a fascination with violence

Workplace bullying: Workplace bullying is defined as any repeated behavior meant to intimidate, humiliate or degrade another individual. Some examples of bullying include alienating or isolating an employee, harassing or intimidating an employee, assigning an employee an unreasonable amount of work, as well as verbal abuse such as name calling.

Acts of this nature, being violent or bullying, are contrary to the City's behavior expectations and will not be tolerated.

Nondiscrimination/Anti-Harassment Policy

The City of Broken Arrow is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, the City of Broken Arrow expects that all relationships among persons in the office will be business-like and free of bias, prejudice, discrimination, and harassment.

The City of Broken Arrow has developed this policy to ensure that all its employees can work in an environment free from unlawful harassment and discrimination. The City of Broken Arrow will make every reasonable effort to ensure that all concerned are familiar with these policies and are aware that any complaint in violation of such policies will be investigated and resolved appropriately.

Any employee who has questions or concerns about these policies should talk with the Human Resources Director.

These policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of excluding individuals to avoid allegation of harassment. The law and the policies of the City of Broken Arrow prohibit disparate treatment on the basis of gender or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment and discrimination are intended to complement and further those policies, not to form the basis of an exception to them.

Sexual Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, “sexual harassment” is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include, but us not limited to, a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to, unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual’s body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of

sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Harassment

Harassment on the basis of any legally protected characteristic is strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her age, race, color, sex (including pregnancy), disability, religion, national origin, genetic information, or any other characteristic protected by law that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment, b) has the purpose or effect of unreasonably interfering with an individual's employment opportunities.

Harassing conduct includes, but is not limited to, epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group that is placed on walls or elsewhere on city premises or circulated in the workplace, on company time or using company equipment by e-mail, phone (including voice messages), text messages, social networking sites or other means.

Hostile Work Environment

Hostile work environment may result when pervasive discriminatory behaviors are shown toward an employee(s) who falls under legal protection of Title VII of the Civil Rights Act and its amendments, and is based upon their association with a protected trait/class such as: age, race, color, gender (including pregnancy), disability, religion, national origin or genetic information.

Individuals and Conduct Covered

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or by someone not directly connected to the City of Broken Arrow (e.g., an outside vendor, consultant, contractor).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Reporting an Incident of Harassment or Discrimination

The City of Broken Arrow encourages reporting of all perceived incidents of harassment or discrimination, regardless of the offender's identity or position. Individuals who believe that they have been victim of such conduct should discuss their concerns with their immediate supervisor, a supervisor in their chain of command, their department director or the Human Resources Director. In the event any member of management is made aware of a complaint of harassment, that shall immediately be reported to the Human Resources Director.

In addition, the City of Broken Arrow encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and to request that it be discontinued. Often this action alone will resolve the problem. The City of Broken Arrow recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

Complaint Procedure and Policy against Retaliation

Individuals who believe they have been victims of conduct prohibited by this policy or believe they have witnessed such conduct should discuss their concerns with their immediate supervisor, a supervisor in their chain of command, their department director, or the Human Resources Director. In the event any member of management is made aware of a complaint of harassment, that shall immediately be reported to the Human Resources Director.

The City of Broken Arrow encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment or discrimination will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

The City of Broken Arrow will maintain confidentiality throughout the investigatory process to the extent possible consistent with adequate investigation and appropriate corrective action.

Misconduct constituting harassment, discrimination, or retaliation will be dealt with appropriately. Responsive action may include, but not limited to, training, referral to counseling or disciplinary action such as a warning, reprimand, suspension without pay, or termination, as the City of Broken Arrow believes appropriate under the circumstances.

False and malicious complaints of harassment or discrimination (as opposed to complaints that, even if erroneous, are made in good faith) may result in disciplinary action, up to and including termination.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Retaliation occurs if/when an employee engages in a protected activity, files a good-faith complaint, brings an issue to attention, is involved in an investigation, etc., and the employer or employer representative responds unfavorably to the employee because of this action. Responding

unfavorably is defined as employment action that serves to deter an employee from bringing an issue that needs to be addressed to the attention of management.

Grievance Procedure

Other than complaints involving harassment, all complaints and grievances which an employee may have because of any action affecting his or her status or conditions of employment must be filed within fourteen calendar days after the date of the occurrence and shall be handled as follows:

- An employee shall first discuss a grievance with his or her immediate supervisor in an attempt to reach a satisfactory solution within five working days of the filing of the grievance;
- Any grievance not satisfactorily resolved at the supervisory level may be presented in written form to the employee's department director within two working days. The department director will review the grievance and render a written decision to the employee within five working days of the presentation of all information needed for a decision;
- Any grievance not satisfactorily resolved by the department director may be presented in written form to the City Manager, or a designee, within two working days. The City Manager, or the designee, shall conduct an investigation within ten days of notification of the grievance and will schedule a meeting, which will include the employee, the supervisor, the department director and any other persons who may be helpful in resolving the issues involved. The City Manager, or designee, shall render a written decision within a reasonable time following the conclusion of the investigation.

Employee Confidentiality

Due to the increase in identity theft in this country, the Federal Trade Commission has amended the Fair and Accurate Credit Transactions Act and established a requirement for an Identity Theft Program as it relates to City activities. Also, an Identity Theft Prevention committee has been formed to oversee and update this program as needed. A copy of the program is available from a member of this committee. The committee consists of the Finance Director, Planning & Community Development Director, Finance Controller, Senior Accountant, Utility Service Manager, Assistant City Attorney, Permitting & Licensing Manager and Permit & License Supervisor.

If an employee suspects a customer is attempting identity theft, it should be reported to their supervisor immediately. Additional identification should be requested from the customer. If the customer is unable to confirm his identity, consult with your supervisor before completing the transaction. If an identity theft incident is confirmed, make an official report to the Broken Arrow Police Department and complete an Identity Theft Incident Report and forward to a member of the committee.

As City employees, it is necessary to handle personal and confidential information in our day-to-day business. The protection of this information is of utmost importance and inappropriate use of this information is prohibited. If an employee willfully mishandles personal or private information, they will be subject to disciplinary action. It is the duty of City employees to safeguard this information from others.

Yearly training is conducted in all departments that deal directly with citizens' personal information. Any ideas on how to better protect the City from identity theft should be presented to the Finance Department for consideration in the next committee meeting.

Internet, Intranet and E-mail

The purpose of this policy is to formally establish and define appropriate use of the Internet, Intranet and other forms of electronic media, including electronic mail (email). City employees with access to these electronic communication tools are required to review and abide by this Policy and Procedure to ensure privacy and security, as well as for the protection of the City and the individual employee.

The Internet access system, Intranet access system and email system are owned and provided by the City to assist employees and other users in conducting City business. Violation of the provisions of this policy may result in disciplinary action up to and including termination and/or other appropriate legal action as concerns both employees and other users.

Information accessed and transmitted over the Internet, Intranet and email may be subject to disclosure under various provisions of the Open Records Act. There is no guarantee of privacy, nor is there any expectation of privacy with regard to any Internet, Intranet, or email transaction. Any Internet, Intranet, or email information accessed or transmitted may be considered a business record of the City and accordingly may be used in administrative, judicial or other proceedings to the extent allowed by law. Communications which constitute attorney-client privilege and work product are exempt from these provisions.

The Internet, Intranet and email systems may not be used to solicit, communicate, promote, endorse, support or advertise commercial ventures, religious causes, and political causes; organizations not connected to City business or other non-job-related solicitations.

The Internet, Intranet, and email systems are not to be used to access, view or transmit any offensive or disruptive messages, or contents that violate City or internal department policies. The email system shall not be used to harass, threaten, slander or defame employees or other users. Offensive messages include, but are not limited to, messages which contain sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses age, sexual orientation, religious belief, political belief, national origin or disability.

The Internet, Intranet, and email access systems shall not be used to send (upload) or retrieve (download) copyrighted materials, trade secrets, proprietary financial information, chain

letters, or similar materials or free products or services that are not directly related to your work (i.e. weather bugs, music, etc.). Employees shall not attempt to access any system they have no authority to access.

The City has the right to review, audit, intercept, access, disclose, delete, and purge all messages or contents created, received or sent over the Internet, Intranet and email systems for any purpose. An employee's use of the Internet, Intranet or email system grants management permission to review any and all transactions or sites. As a result, the confidentiality of any message, other than those from the Legal Department, should not be assumed due to possible audit or Open Records process. Employees should be aware that the City has an Internet tracking system in place. Department Directors will be provided monthly reports detailing the amount of time an employee spends on the Internet and all activities conducted. Employees should further be aware that every email sent or received within the City's email system is archived. The deleting, double deleting or blind copying does not prevent the email or any attachments from being archived.

The Internet access systems may be used for personal communications or transactions only before or after regularly scheduled work periods. Employees shall not access the Internet systems for personal use during lunch hours or during breaks from work. After 5:00 p.m. and on weekends and holidays firefighters may access the Internet system. Such use shall not interfere with the conduct of City business, impose system cost increases, unreasonably interfere with the employee's duties or work time, or violate any provision of the City's workplace rules.

It is understood that occasional and limited use of the email system for personal messages to other individuals will occur. Employees' personal use of email shall be subject to review for inappropriate or excessive use. The email system may not be used to solicit, communicate, promote, endorse, support, or advertise for outside commercial ventures, religious or political causes or organizations not connected to City business, or other non-job-related solicitations without the advance approval of the City Manager, or designee. All messages composed, sent, or received on the email system are and remain the property of the City. Messages are not the private property of any employee or user and may be monitored.

While management reserves the right to retrieve and read email messages, such messages should be treated as confidential by other employees/users and accessed only by the intended recipient or other authorized individual. Employees are not authorized to retrieve or read any email messages that are not sent to them. Any exception to this provision must receive prior approval from the City Manager, or designee.

Employees shall not use the Internet, Intranet or email systems for any illegal activity or purpose. Employees shall not transfer, transmit, receive, view or store any type of obscene, sexually explicit or pornographic materials.

Employees shall not intentionally use invasive software such as viruses or worms, nor shall they transmit or participate in sending chain letters or spamming.

Accessing the Internet, Intranet or other software programs shall be done on city computers only. Accessing these services and programs through the city with a personal computer is prohibited. Employees are prohibited from attaching non-city equipment to the networks, unless advance written approval is provided by the Information Services Manager (laptops, gaming consoles, etc.).

Any employee who discovers a violation of this policy shall notify his or her immediate supervisor as soon as reasonably possible.

To prevent potential liability to the City, employees should not represent their opinions as those of the City, thereby compromising the integrity of the City in any way. The City's Internet host computers are traceable to the City, so persons using the City-provided Internet should not assume they are provided any degree of anonymity. All outgoing messages which do not reflect the official position of the City should include a disclaimer such as "The opinions expressed here are my own and do not represent those of the City of Broken Arrow." In general, City employees have an obligation to use their access to the Internet, Intranet and email in a responsible, ethical, and informed way, and in accordance with relevant laws. City employees should represent the City in a positive manner and conform to network etiquette, protocols, practices and courtesies. Use of the Internet by City employees constitutes acknowledgment and agreement to abide by this policy.

There is a wide variety of information on the Internet. Some individuals may find some of the information found on the Internet offensive or otherwise objectionable. Individual users should be aware the City has no control over information found and therefore cannot be responsible for the content of information available on the Internet.

All electronic systems, hardware, software, temporary or permanent files and any related systems or devices are the property of the City of Broken Arrow. These include, but are not limited to, computers, network equipment, software, documents, spreadsheets, calendar entries, appointments, tasks, notes and email which reside in part or in whole on any City electronic system or equipment.

The use of the Internet, Intranet and email is a privilege, not a right, which may be revoked at any time for unacceptable use. Anyone found to have engaged in illegal, unauthorized, or unethical practices in email or on the Internet is in violation of the City's policies and procedures and workplace rules and will be subject to disciplinary action which could include termination of system access, possible termination of employment, and/or criminal prosecution, if appropriate.

Social Media

The City of Broken Arrow utilizes social media tools to expand audience reach and address the ways citizens communicate and obtain information online. The City of Broken Arrow requires that all employees using social media as a means to communicate on behalf of the City understand the risk and responsibility it presents. As such, only authorized individuals may publish and manage City-related content on social media sites.

For more information, see the Social Media Policy in the Administrative Regulations Appendix of this handbook.

Distracted Driving

Driving requires your full attention. Employees driving City-owned vehicles and equipment, or privately owned vehicles on official City business shall not engage in distracting behaviors. Examples of distracting behaviors include, but are not limited to, talking on a cell phone, sending and/or receiving (reading) text messages "texting," reading, watching or entering information into a handheld electronic device, adjusting the radio or other controls, and eating or drinking.

"Driving" means operating a motor vehicle or equipment on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. City employees found to be engaging in distracting behaviors that compromise their focus while driving will be subject to disciplinary action, up to and including termination.

Tobacco Free, Smoke Free and Vape Free

To protect and enhance indoor air quality and to contribute to the health and wellbeing of all employees, citizens and visitors, the City of Broken Arrow shall be tobacco free, smoke free and vape free as noted below. This policy includes the use of electronic nicotine delivery systems known as e-cigarettes, e-cigars, e-hookahs and e-pipes.

The City prohibits tobacco use and vaping of any substance, including medical marijuana, on and in all City property, buildings, facilities, vehicles and equipment.

Employees may use smokeless tobacco on City property except in the following areas of the workplace: any City building, within 25 feet of any exterior entrance or exit of a City building (excluding fire station bays) and City vehicles or equipment.

The City provides tobacco cessation assistance to its employees and their spouses. Contact the Human Resources Department for additional information.

Alcohol and Drug Free

The City of Broken Arrow has a longstanding commitment to provide a safe, quality-oriented and productive work environment for our employees; our most valued resources. Alcohol and drug use and abuse poses a threat to the health and safety of our employees and to the security of the City's equipment and facilities. For these reasons, the City of Broken Arrow is committed to elimination of alcohol and drug use and abuse in the workplace.

For more information, see the Alcohol and Drug Free Workplace Policies in the Administrative Regulations Appendix of this handbook.

Firearms/Weapons

The City prohibits an individual from bringing firearms, ammunition or weapons of any sort, concealed or not, onto City property, except that firearms and ammunition that are otherwise legal may be kept inside a locked vehicle on City designated parking areas. Police Officers authorized by the Chief of Police and Fire Marshals authorized by the Fire Chief are exempt from this policy. Violation of this policy shall result in discipline up to and including termination.

Separations

Resignation

To resign in good standing, an employee must give his or her department director at least two-week notice in writing, unless the department director agrees to permit a shorter period of notice. Failure to provide this notice is considered "unsatisfactory service," and may be cause for denying future employment with the City. The City may, at any time after notice is given by the employee, decide to accept the resignation effective immediately for the good of the service. The employee's separation date will then be the effective date of the resignation date accepted by management.

Unsatisfactory Service

An employee may be separated for unsatisfactory service whenever the work habits, attitude, performance of duties or personal conduct of the employee falls below the desirable standards for continued employment. An employee terminated for unsatisfactory service may only be eligible for reemployment following review by the City Manager, or designee, of any extenuating circumstances surrounding the termination of employment.

Termination

An employee may be terminated from City employment for repeated, deliberate or serious violations of work rules and standards of conduct, or for the good of the service. An employee that is terminated is considered unsuited for future City employment and is not eligible for reemployment.

When termination of an employee is being considered, the department director should document the reasons for the termination and deliver a detailed summary of the evidence to the employee. The department director is to inform the employee of his or her right to submit evidence or witnesses in the employee's defense at a hearing to be held before a hearing board, consisting of the department director, or designee, and the Human Resources Director. The employee's evidence should be submitted verbally or in writing, including affidavits signed by relevant witnesses. The hearing board for terminations within the Human Resources Department will be the Human Resources Director and the City Manager's designee. All documentation from the hearing board, together with the board's recommendation shall be submitted to the City Manager, or designee, who will make a final determination on the basis of the written records.

Any person wishing to grieve a termination under this procedure must file a written grievance with the City Manager's office within ten days after termination and the City Manager, or the City Manager's designee, shall provide a reasonable opportunity for the grieving party to be heard on the merits of the grievance. The decision of this post-termination hearing is final.

Disability

The City is committed to full compliance with all requirements of the Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAA).

If an employee does not meet the requirements of the Act(s) or if having met the requirements of the Act(s), the City has determined through an interactive process that the employee cannot perform the essential functions of the position (with or without reasonable accommodation) because of physical, mental or emotional impairment, an employee may be separated for a disability. The Human Resources Department is responsible for engaging in the interactive accommodation process with an employee and will collaborate with appropriate internal parties on granting/denying all accommodation requests.

When a disability separation is being considered, the department director should document the reasons for the disability separation and deliver a detailed summary of the evidence to the employee. The department director is to inform the employee of his or her right to submit evidence or witnesses in the employee's defense at a hearing to be held before a hearing board, consisting of the department director, or designee, and the Human Resources Director. The employee's evidence should be submitted verbally or in writing, including affidavits signed by relevant witnesses. All documentation from the hearing board, together with the board's

recommendation shall be submitted to the City Manager, or designee, who will make a final determination on the basis of the written records.

If an employee separated for disability reasons applies for reemployment, the facts surrounding the previous separation shall be reviewed with the applicable department director. An employee may be eligible for reemployment in a position when it appears highly probable that the reasons for the disability separation will not reoccur or that a reasonable accommodation will allow the performance of the essential functions of a position for which the employee can qualify. The City retains the right to require a previously disabled employee to take and to pass all applicable medical and physical agility tests which are normally given.

Retirement

The date upon which employees of the Fire and Police Departments are eligible under the state pension is governed by state statute. Retirement for non-union employees means a fulltime employee who has worked for the City for seven years and has obtained full vesting under the City's retirement plan. All non-union employees should give his or her department director at least a two-week written notice upon desire to retire.

Death

Upon the death of an employee, the department director will provide the last day worked to the Human Resources Department. All final compensation from the City for employment will be paid to the estate or beneficiaries of the deceased employee.

Layoff

The City Manager, or designee, may layoff an employee in the City service when the City Manager, or designee, deems it necessary by reason of shortage of work or funds. Such layoff will not reflect discredit upon the performance of the employee. The duties performed by an employee laid off may be reassigned to other employees already working who hold positions in appropriate classes. No regular employee will be laid off while another person in a comparable position is employed on a temporary basis in the same class in that department. No temporary or permanent separation of an employee from the service as a penalty or disciplinary action shall be considered as a layoff.

- *Accrual of Benefits:* An employee on layoff status retains all accrued sick leave and seniority rights while on layoff, but all other benefits shall cease, and no benefits accrue to that employee while the layoff continues. Accrued vacation will be paid to the employee at the time of the layoff.

- *Order of Layoff:* Layoff of employees shall be made in the order of the current ratings determined on the basis of performance reviews. The length of service shall be a factor to be considered.

- *Notice of Layoff:* The City Manager, or designee, shall give written notice to the employee of any proposed layoff and regular employees shall be entitled to a statement of the reasons for layoff within a reasonable time frame before the effective date.

- *Order of Recall*: An employee on layoff status who desires reemployment with the City has priority for reemployment in the same classification from which the layoff occurred, for a period of one year from the effective date of the layoff. The City will attempt to notify an employee on layoff status by registered mail at least ten days prior to the effective date of reemployment being offered. If the employee fails to respond within ten days following the letter being posted, the employee will cease to be entitled to priority for reemployment.

Salary Administration

The policy of the City of Broken Arrow is to be a fiscally responsible and competitive employer in establishing compensation benefits for its employees. The entire pay plan, including all leaves and benefits applicable thereto is interpreted as a pay plan subject to the principles of public accountability, so that public funds are spent for public purposes.

It is also the City's policy to comply with the Fair Labor Standards Act, union labor agreements, federal and state laws and City ordinances relating to the payment of wages and benefits to its employees.

Classification and Pay Plan

The classification plan consists of class titles and class specifications which are approved by the City Manager, or designee, and from time to time amended. Whenever a department director proposes the establishment of a new position, or makes a significant change in the duties and responsibilities of the existing position, this shall be reported to the Human Resources Director, and adjustments in class or grade may be made with City Manager, or designee, approval. If approved, a job description shall be created and/or rewritten incorporating these changes.

The evaluation system used to classify jobs in the City of Broken Arrow is a comprehensive study that includes, but is not limited to, consideration of the following position attributes: the knowledge required by the position, the supervisory controls and responsibilities of the position, the complexity, scope and impact the position may have on City operations, and the physical demands of the position and its associated work environment. The compensable factors are weighted, and used to collectively determine the position's assignment to a grade in the classification plan.

The City Manager, or designee, shall recommend to the City Council a pay plan and amend the plan from time to time in keeping with the following efforts:

- To maintain competitive wages
- To reflect internal equity and external value
- To consider the City's financial position and resources

Part-time, Seasonal and Intern/Extern Compensation

Part-time, seasonal and intern/extern positions are assigned to appropriate grades by the Human Resources Director. The same principles that apply to the Compensation Plan for regular, full-time employees determine salary procedures for part-time, seasonal and intern/extern employees.

Regular, part-time employees may qualify to earn a performance increase after completing one year of part-time service. See the section entitled *Performance Evaluations* for more information on base-salary increases. Regular, part-time employees are also eligible for market adjustments in accordance with City policies.

Seasonal and intern/extern (where compensable) employees are hired for a specified time frame to perform duties assisting various departments as deemed necessary. Seasonal and intern/extern employees are not eligible for performance increases or market adjustments.

Director Compensation

Salary ranges with minimum and maximum salaries for individual department director positions will be included in the pay plan recommended by the City Manager, or designee, and approved by the City Council. Department directors who significantly exceed the expectations of the City Manager, or designee, or achieve a non-routine accomplishment may be entitled to a merit bonus.

Department directors are not entitled to uniform allowance, education pay, certification pay or attendance incentives.

Stand-By and Call-Back Assignment
(Non-Union Employees Only)

From time to time, the services of some employees are needed after regular work hours. These employees will be placed on a stand-by assignment and will generally be provided a cellphone. When a cell phone is not provided by the City, the employee shall provide a telephone number where he or she can be reached. An employee assigned to remain on stand-by shall be required to answer calls and be available immediately by telephone to begin work within a reasonable response time set by the department head and approved by the City Manager or designee. Normally such timeframe shall be thirty (30) minutes. A stand-by assignment is usually for a minimum of seven calendar days; however, this shall not preclude management

from assigning a shorter duration stand-by related assignment. If an employee assigned stand-by determines they cannot complete the full seven-day period, the employee shall be responsible for obtaining an appropriate replacement employee for the stand-by assignment. The employee shall be responsible to gaining approval from his/her supervisor for both the substitution and the replacement employee in advance. Employees on stand-by assignment will be paid eight hours at their base rate for each week of stand by assignment. If an employee must be scheduled on a daily basis for stand-by, an employee will be paid 1.15 hours at their base rate for each day of the stand-by assignment. Non-exempt employees who are called back to work outside of his or her regularly scheduled shift and have left the premises of his or her work location shall be paid for a minimum of two (2) hours when the work performed is not continuous with the employee's regular work schedule. If the callback is within two (2) hours of the regular starting schedule, then hours will be paid only for the time worked prior to the start of the regular shift. Callouts shall not be considered cumulative for each call received, nor shall they be considered in two-hour blocks. When time worked is continuous, the employee must be compensated for actual time, with the minimum two (2) hour consideration. An employee who is called back more than once during the same two (2) hour period is not entitled to call-back pay for each time called back; time worked is considered continuous until leaving the worksite and returning home within the same 2-hour period. Employees who are able to take calls from home and who are not required to respond to the worksite (such as IT support) will be compensated for actual time worked. Example 1: regular work schedule 8am-5pm Monday-Friday. Employee is called back at 1am and works until 1:45am. Employee receives a minimum of two (2) hours callback pay. Example 2: regular work schedule 8am-5pm Monday-Friday. Employee is called back at 11pm and works until 2am. Employee returns home and is called back again at 3:15am and works until 3:45. Employee receives a total of 5 hours callback pay (3 hours, 2 hours minimum). Example 3: Employee receives a call at 5:05 and the employee is still at work. Callback pay is not received; time is continuous from 5:00 since the employee has not left the work site. Employee is paid until the call is complete. Example 4: Employee receives a call at 8pm and numerous others subsequently after. Employee completes all callouts at 2am. Employee is paid 6 hours callback pay.

Employees called in for emergency duty, or call back situations, but not on a stand-by assignment, are not eligible for the eight-hour assignment pay, but will be paid for all hours worked. Call back situations shall be considered voluntary.

Acting Position

An employee may be assigned to work at a higher classification on a temporary, incidental or emergency basis. If the employee is assigned to perform the duties for three days or more, the employee may be given a provisional appointment to the higher position and be paid an additional 5% above his or her base pay, retroactive to the first day of assignment. If the out of class assignment is for a supervisory position, then in his or her sole discretion the City Manager, or designee, may appoint an acting supervisor for the period of the vacancy. Upon acceptance of the assignment to the acting position, the City Manager, or designee, will determine the extent of additional compensation if any. When the vacancy is filled, or the

absent supervisor returns, the employee in the acting capacity will return to their previous job classification and previous rate of pay. Adjustments in compensation will begin and end in accordance with the actual dates of assignment.

Assignment of Special Duties

Employees may be assigned to special duties. Special duties include additional and increased responsibilities in a position which does not qualify for Acting Pay. For the period of time the employee is assigned to such duties, the City Manager, or designee, may approve a "premium pay" in addition to the employee's base pay. The amount of this premium pay is determined by the City Manager, or designee, and is based upon the scope and other factors involved in the additional duties. When the employee is no longer responsible for these additional, special duties, the premium pay will be discontinued.

Performance Evaluations

Performance evaluations will occur once per year, on or shortly before each anniversary date. All performance evaluations will be based upon a review of the employee's performance for the entire year. Base salary increases are designed to reward job performance, and may be awarded to employees whose performance is evaluated as consistently competent and/or above standard. The performance evaluation is essential to the effective utilization of this incentive.

In the event an employee receives an evaluation which makes the employee ineligible for a base-salary increase, the employee shall receive a subsequent evaluation three months later to determine whether or not satisfactory improvement has been shown in the interim. A pay raise will be reconsidered at that time on the basis of all performance since the last base-salary increase was granted.

Department directors and Assistant City Managers are evaluated annually, on or before June 30th, regardless of their anniversary date. Department director evaluations are an appraisal of the director's management plan for the entire department and a personal/professional development plan for his or herself.

Employee Variable Pay Program

Non-union employees who make significant, performance-based contributions to the organization may be recognized with the employee variable pay program. Each Department Director will be provided a specific amount of funds for this program based upon a formula adopted by the City Manager, or designee, and amended from time to time.

For more information, see the Employee Variable Pay Program in the Administrative Regulations appendix of this handbook.

Education/Licensure Compensation

At the City of Broken Arrow, we believe that well-rounded, formal education and license opportunities can enhance an employee's skillset and increase their value and contribution to their position, their department and the City as a whole. Because of this positive impact, the City offers educational reimbursement and, in some cases, a monthly pay increase to employees desiring to advance their learning in areas related to their job duties.

For more information on eligibility criteria and approval processes, see the Education/License Compensation Policy in the Administrative Regulations appendix of this handbook.

Bilingual Compensation

The City recognizes the importance of employees who are able to communicate with citizens in languages other than English, and in certain cases, may offer additional pay to eligible employees for such skills. Bilingual compensation may be available when an employee uses their bilingual skills in the workplace.

For more information on eligibility criteria and approval processes, see the Bilingual Compensation Policy in the Administrative Regulations appendix of this handbook.

Longevity Pay

Longevity pay is one way in which the City recognizes and rewards employees for their years of service. Long-tenured employees support organizational success through their invaluable historical perspective, their strong knowledge base and their ability to pass their skills onto a more junior employee. Regular, full-time, non-union employees are entitled to longevity pay on or before December 1st of each year. Longevity benefits are paid on a calendar year basis, January 1 through December 31. The amount of their award is based upon their total years of service, and follows the schedule as shown.

Years of Service	Amount
25 or more	$2,500.00
24	$2,400.00
23	$2,300.00
22	$2,200.00
21	$2,100.00
20	$2,000.00

Years of Service	Amount
19	$1,900.00
18	$1,800.00
17	$1,700.00
16	$1,600.00
15	$1,500.00
14	$1,400.00
13	$1,300.00
12	$1,200.00
11	$1,100.00
10	$1,000.00
9	$900.00
8	$800.00
7	$700.00
6	$600.00
5	$500.00
Less than 5	$0.00

Employees who terminate their employment before December 1st, or employees who have taken an extended leave without pay for one or more months during any portion of that calendar year, will receive a prorated benefit. The prorated benefit will be calculated by dividing the amount of the annual benefit by twelve and then multiplying by the number of months worked during the twelve-month calendar period. Employees who are on an extended leave of absence without pay, or who are on a military deployment, will receive their longevity upon return. Longevity service pay is subject to all applicable deductions at the time of the payment.

Mileage Reimbursement

Employee assignments requiring the use of a vehicle should be conducted through the use of a City-provided vehicle. If an employee uses a City-provided vehicle, the employee is not eligible for mileage reimbursement.

In the event circumstances of an assignment require the use of a personal vehicle, use must be authorized by the department director in advance. If an employee has been approved to use his or her own vehicle for City business, the employee will be reimbursed at the rate established and accepted by the Internal Revenue Service.

Employee Transfers and Grade Changes

An employee may be transferred to another department in a similar position at the same grade and such transfer shall not change the employee's rate of pay, pay grade or the eligibility date for a performance increase.

An employee may move to a higher or lower grade as a result of reclassification, promotion or demotion.

Reclassification

A reclassification may occur as the result of a substantial change occurring in the duties and responsibilities associated with a position. When an employee is reclassified to a position of a higher grade, the employee will receive a minimum of ten percent increase in pay.

Promotions

When an employee is promoted to a position in a higher grade, the employee will receive a minimum of five percent increase in pay. Any promotional increase above five percent will require approval from the Human Resources Director, after a review of all relevant information.

All vacancies that occur within the City that are considered promotional opportunities will be posted online for a minimum of five working days.

All City employees that meet the qualifications of the specific job opening are eligible to apply. Internal candidates must submit a completed application for employment to the Human Resources Department within the time frame established to be considered for the promotion. Selection methods will be at the discretion of the department director in accordance with written policy and procedure manuals generally adopted by the City or by that department, provided that the department director may not adopt methods in violation of law.

Promotions will normally occur on the first day of a pay period; promotions shall not occur on holidays, vacations, or when utilizing other types of leave.

All employees that are promoted will serve a six-month probationary period. Terms of this period follow the guidelines of a newly hired, probationary employee, which includes probationary increases. See the section entitled *Probationary Period* for more information.

Demotions

A demotion occurs when an employee moves to a position or classification having a lower base salary range and lesser job responsibility.

An employee may be demoted:

- Voluntarily, at the employee's request
- As a result of a reduction in workforce
- As a result of disciplinary action
- As a result of unsatisfactory performance
- For any other reason serving the best interests of the City

An employee requesting a voluntary demotion shall submit their request to their department director, documenting the reasons for the request. The employee's request and the department director's recommendation shall be submitted to the City Manager, or designee. The City Manager, or designee, will make a final determination on the basis of the employee's request and the department director's recommendation.

When an involuntary demotion is being considered, the department director should document the reasons for the demotion and deliver a detailed summary of the evidence to the employee. The department director is to inform the employee of his or her right to submit evidence or witnesses in the employee's defense at a hearing to be held before a hearing board, consisting of the department director and the Human Resources Director. The employee's evidence should be submitted verbally or in writing, including affidavits signed by relevant witnesses. All documentation from the hearing board, together with the board's recommendation shall be submitted to the City Manager, or designee, who will make a final determination on the basis of the written records.

When an employee is demoted to a lower position, the employee is paid at a rate, which is within the approved range for the lower position. The Human Resources Director makes a determination of the rate of pay, taking into consideration the circumstances surrounding the reasons for the demotion.

Payroll Procedures

Employees are paid on a biweekly schedule with payday being on Friday.

To be effective on the next scheduled payroll, all changes (i.e. address changes, benefit changes, direct deposit changes, W-4 changes, etc.) must be submitted to the Human Resources Department by 12:00p.m. on the Monday prior to the last day of the pay period (not pay date).

The City of Broken Arrow requires its employees to utilize direct deposit. Employees must submit the appropriate form with a voided check or deposit slip to the Human Resources Department.

Work Period and Hours Worked

The City is committed to full compliance with all requirements of the Fair Labor Standards Act.

The work period for union employees is established in the appropriate collective bargaining agreement. The work period is designated to begin on Monday at 12:00am and end on Sunday at 11:59pm.

Non-exempt employees are paid for all hours actually worked and any appropriate paid leaves. If a non-exempt employee's actual hours worked exceeds forty (40) in a work period the employee receives overtime wages, except where provided otherwise by Section 207 (K) of FLSA and 29 C.F.R., Part 553. Overtime shall be paid in cash or compensatory time off. Compensatory time, if offered by the supervisor and elected by the employee, shall be earned at time and one-half rate. Department Heads or their designee, may allow the employee to choose either cash payment or compensatory time off accruals; however, if no such election is allowed, payment shall be made in cash (overtime). If compensatory time has been accrued, the employee may request compensatory time off in the same manner as a vacation request and time off will be granted by mutual agreement. Paid compensatory time shall not count towards hours worked for overtime purposes. Compensatory time may be accrued to a maximum of one hundred sixty (160) hours, if such accrual is approved by the Department Head or designee. All compensatory time shall be paid upon voluntary or involuntary separation from city service. Holiday leave is counted as actual hours worked for overtime computation. No other paid leave is counted towards overtime.

Except in emergency situations, overtime must be preapproved by the employee's department director.

In the event a need exist which may require an adjustment to an employee's work schedule, or required overtime, employees should be provided with at least one-week advanced notice of the schedule adjustment, or overtime requirement.

If a non-exempt employee works their regular number of hours in a workday, no paid leave will be recorded. However, if the employee works less than the regular number of hours, the amount of leave time recorded should bring the employee's hours worked to his or her regular amount.

Solid Waste & Recycling workers shall be available for work a minimum of forty (40) hours per week. When the actual work and paid leave hours do not reach forty (40) hours, and the employee works the full schedule, a salary adjustment will be applied to bring the employee to the regular, weekly salary.

Part-time, seasonal and intern/extern employees are paid straight time for all time worked under a threshold of forty (40) hours in a work period. For all hours worked in excess of forty (40) hours in a work period, a part-time seasonal and/or intern/extern employee will be paid at time and one half his or her regular rate of pay.

Employees exempt from the Fair Labor Standards Act (FLSA) are paid on a salary basis (i.e. a predetermined, set amount). Reductions in salary may occur as provided by the FLSA. Exempt employees shall only record leave time.

Time Clock Procedures

In compliance with the Fair Labor Standards Act (FLSA), the following rules apply to recording time worked:

- Non-exempt employees are required to clock in when they begin work, and must clock out when they go off duty.
- Non-exempt employees are required to clock out any time they leave the work site for any reason other than assigned duties, except during designated 15-minute break times.
- Falsifying time records is a violation of the law. Employees found to be falsifying time; clocking in or out for other employees or submitting time or time adjustments contrary to hours actually worked, will be subject to disciplinary action, up to and including termination.
- At the end of each work period, employees must approve their recorded time. Once approved by the employee, recorded time must be approved by the direct supervisor, manager and/or director prior to payroll processing.
- Any adjustment made to an employee's recorded time by the direct supervisor, manager and/or director must be accompanied by a detailed explanation and re-approved by the employee prior to payroll processing.
- Employees are responsible for reviewing their paycheck each payday. Any errors or issues must be reported to payroll personnel immediately.

The City's goal is to ensure that each employee is paid properly according to the law.

Benefits Administration

If your position is covered by a collective bargaining agreement, please refer to the appropriate document to determine whether or not you are eligible for any of the following benefits.

The City reserves the right to amend or terminate any of its benefit programs or to require or increase employee premium contributions toward any benefit with or without advance notice at its discretion. This reserved right may be exercised in the absence of financial necessity. Whenever an amendment is made to any of the City's benefit programs, the respective plan administrator will draft and submit the amendment to the appropriate entity(ies) for review and approval. The respective plan administrator or Human Resources will notify plan participants of all approved amendments or plan terminations, in accordance with the requirements of applicable federal law. For more complete information regarding any of our benefit programs, please contact Human Resources.

Be Well, Work Well

At the core of the City's wellness program is behavior change. With support, education, resources and motivation, employees can adopt and maintain healthy behaviors. Healthy behaviors lead to lower health risks, less chronic disease, more manageable health costs, and ultimately, healthier employees. The City of Broken Arrow is committed to this initiative and views wellness programming as an essential component of the employee benefit package.

The Wellness Program emphasizes three fundamental areas:

- Health – physical activity, exercise, maintaining a healthy weight and tobacco cessation.
- Early Intervention – periodic medical exams, immunizations/flu shots, diet and nutrition, health risk assessment and disease or pregnancy management under doctor supervision.
- Education – CPR or first aid certification, blood donation, health seminars, publications and wellness related behavior change/management classes.

Employees are provided the opportunity to *be well, work well* through City-sponsored programs throughout the year. To encourage participation in the Wellness Program, the City provides incentives to employees for their efforts in attempting to improve their overall health. For more information, contact the Human Resources Department.

Health Insurance

Regular, full-time employees are eligible for health, dental, vision and term life insurance coverage on the first of the month following thirty (30) days of employment. Both the employee and City share in paying the premium. Details concerning deductibles, restrictions,

continuation, termination, and scope of coverage are explained in the plan documents for each type of coverage.

Any employee ordered to active-duty military service who fails to advise the City of Broken Arrow that they intend to maintain healthcare benefits during their active-duty military service will be dropped from coverage at the end of the calendar month from which active-duty military service was ordered. Upon reemployment, the employee must initiate reenrollment into all applicable healthcare plan(s) within 30 days unless it is unreasonable or impossible to do so, then the employee must initiate reenrollment as soon as possible.

Flexible Benefits Plan

A Section 125 Flexible Benefit Plan has been established for all employees who have completed thirty days of employment. The Flexible Benefit Plan allows an employee to set aside money, on a pretax basis, to spend on certain qualified expenses which include:

- Insurance premiums
- Medical care reimbursement/expenses
- Dependent care assistance

Insurance premiums: the dollar amount of the employee contribution is deducted from the employee's paycheck prior to federal, state and FICA tax withholdings.

Medical care reimbursements/expenses: this benefit allows employees to set aside pre-tax dollars to pay for medical expenses that are not covered by health insurance, such as deductibles and copayments. The amount elected by the employee will be divided among their paychecks and deducted twice a month. Employees can choose their choice of reimbursement by using the FSA Debit Card, receiving a check in the mail or by direct deposit to their financial institution.

Employees are encouraged to keep any and all receipts. For compliance, employees may be asked to submit them as verification that funds are being used per federal regulations.

Dependent care expenses: any expenses for the care of dependents, such as childcare provider expenses, that are incurred to allow the employee and/or his or her spouse to work or look for work may be deducted from an employee's paycheck prior to federal, state and FICA tax withholdings. The amount elected by the employee will be divided among their paychecks and deducted twice a month. The employee must submit a receipt or canceled check from his or her dependent-care provider indicating the dollar amount and dates of the services. Once received and processed, the employee will be reimbursed for the expenses incurred.

IRS guidelines state that any money contributed to the plan but not reimbursed to the plan participant will be forfeited. In other words, "if you don't use it, you lose it". Employees are

encouraged to be precise and get exact quotes, especially from your dependent-care provider, in order to make informed decisions about their elections.

Long-term Disability

An employee's income is one of their most essential financial assets. In some instances, employees are not prepared for an injury or illness that prevents them from working and results in a loss of income. The City's Long Term Disability Plan provides financial protection for all eligible employees who meet the plan's disability classification. To be eligible, an employee must:

- Be an active employee
- Be a regular, full-time employee
- Not work in a position covered by a union contract
- Have completed one month of continuous service

The City pays the entire premium for this benefit. The amount of benefit an employee receives, once classified as disabled, is based on the amount an employee earned before their disability began. In some cases, an employee can receive disability payments even if he/she works while disabled. For more information, contact Human Resources or refer to the Long-term Disability benefit documents.

Optional Benefit Programs

The City provides payroll deductions for a variety of optional benefit programs. The employee is responsible for the entire premium and enrollment is voluntary. These programs currently include deferred compensation, credit union privileges, prepaid legal services and various other supplemental insurance plans. More detailed information may be obtained from the Human Resources Department.

Employee Assistance Program

The Employee Assistance Program (EAP) is designed to help City employees maintain their emotional health. The City offers this benefit to all employees and their immediate family at no cost because we believe in a healthy workforce and view our employees as our most important resource. The EAP counselors help employees cope with a variety of problems that may interfere with work and everyday life. Support is available to address many concerns including, but not limited to marital, financial, emotional, alcohol-drug related, work-related, and legal or parent-child conflicts. The EAP's professional counselors offer employees an assessment of the problem, short-term counseling, information and referral to community resources. All self-referral participation is confidential. For additional information contact the Human Resources Department or visit *Community Care EAP, www.ccok.com.*

Retirement

The City is a member of the Oklahoma Municipal Retirement Fund. The plan is a defined contribution plan. As a condition of employment, all non-union, full-time employees are required to become a member of the plan. The City contributes ten (10) percent of the employee's annual salary to the plan on the employee's behalf, with no contribution requirement imposed on the employee. For detailed information about the plan; investment options, vesting schedules and benefits at retirement, contact Human Resources or visit *OkMRF, https://okmrforg.voya.com/eportal/welcome.do.*

Qualifying Police officers and Firefighters are members of the Oklahoma Fire and Police Pension and Retirement System. For more detailed information concerning eligibility, benefits, transfer of service or other such information, consult your local pension board or the Oklahoma State Pension and Retirement System. *For additional plan information, visit, OPPRS or OFPRS.*

Leaves of Absences

No paid leave, except holidays, shall be considered hours worked for purposes of the Fair Labor Standards Act.

Certain paid leaves for employees covered by collective bargaining agreements are described in the applicable labor agreement.

Unpaid Leave of Absence

A leave of absence without pay that does not otherwise qualify as leave under the Family Medical Leave Act may be granted by the City Manager, or designee. A leave of absence without pay is a limited period of time that an employee may be absent from work. An employee must submit the request in writing at least thirty days in advance of the initial date of absence. The request must provide the reasons for the absence and an estimate of the duration of the absence along with proper documentation. Leave without pay may be authorized by Department Directors for individual days, or if approved prior to an employee being hired, if accruals are not available. The City Manager must approve a leave of absence without pay for a period of more than one consecutive week in duration, if the leave request is not made prior to employment.

An extended leave of absence(s) is granted when it is in the best interest of the City to do so and is not to exceed six months. At the expiration of the leave, an employee shall be reinstated in the position vacated or a comparable position. Persons on leave without pay do not accrue any paid leaves, including holiday leave and/or paid holidays. An employee's eligibility to continue benefit coverages during a leave of absence without pay is dependent upon the provisions of each benefit plan.

Notwithstanding the provisions of FMLA, when an employee is placed on a leave without pay status, the employee will be responsible for payment of any insurance premium contributions, including those normally paid for by the City. If premiums are not paid as required, including any monies normally paid by the City, benefits will be cancelled effective of the date the employee entered into the leave without pay status.

Vacation Leave

Accrual and Accumulation: Regular, full-time, non-union employees shall accrue vacation after six months of service. At six months of service, employees receive forty (40) hours of vacation. Thereafter, additional vacation time will accrue each month. The monthly accrual and maximums increase at five (5), ten (10), fifteen (15) and twenty (20) years of service. Employees may bank vacation leave to the specific maximums described in the chart below. The City Manager, or designee, has the authority to adjust accrual of additional vacation for years of service and accumulation of vacation leave as deemed appropriate for the good of the service. Non-uniformed employees who leave the city and return to fulltime employment will have all previous fulltime service counted towards accruals for vacation leave. Example- Employee works April 1, 2015-June 1, 2018 and is rehired July 1, 2024. The employee's previous 3 years and 2 months of service will be added to their total years of service and their monthly accrual will increase in May of 2026.

The accrual and accumulation schedule are as follows:

Years of Employment	Monthly Accrual Rate	Annual Accrual Rate	Maximum Accumulation
6 months	6.667 hours		40 hours
1 year (cumulative)	6.667 hours	80 hours	80 hours
more than 1 but less than 5 years	6.667 hours	80 hours	120 hours
five years but less than 10 years	10.000 hours	120 hours	180 hours

Years of Employment	Monthly Accrual Rate	Annual Accrual Rate	Maximum Accumulation
10 years but less than 15 years	13.333 hours	160 hours	240 hours
15 years but less than 20 years	14.667 hours	176 hours	264 hours
20 or more	16.667 hours	200 hours	300 hours

Procedure: Vacation leave cannot exceed the actual accrued number of hours earned by the employee. Holidays and other non-scheduled workdays shall not be computed in vacation leave expenditure. Each department establishes its own vacation scheduling procedures. Vacation cannot be used as the last day of employment.

Separation: If an employee has completed six (6) months of continuous employment, he or she will be compensated for any unused vacation leave upon separation of employment. An employee dismissed for embezzlement of City funds, theft or deliberate destruction of City property, shall not be compensated for any unused vacation leave. All property owned by the City but furnished to the employee for use, must be returned in usable condition, normal wear and tear excepted, in order to qualify for compensation for unused vacation leave upon separation.

Sick Leave

Accrual and accumulation: Regular, full–time, non-union employees shall accrue sick leave in units of eight (8) hours per month worked, upon completion of the first full month of employment. Sick leave may be accumulated to a maximum of 1,040 hours. Sick leave cannot exceed the actual accrued number of hours earned by the employee.

Eligibility: An employee is eligible to take sick leave for one of the following reasons:

- Personal illness or physical incapacity other than incurred on the job, including medical, dental or optical diagnosis or treatment.

- Serious illness of a member of the employee's immediate family requiring the employee's personal care or attention. The definition of immediate family in regard to sick leave is spouse, father or mother of employee, sister or brother of employee, children or legally adopted children of husband, wife or both or any person whose relationship could justify the employee's absence, providing special approval by the Department Director is first obtained.

- Exposure to a contagious disease that in the opinion of the attending physician could jeopardize the health of others.

Procedure: An employee who is unable to report for work due to one of the above, eligible reasons must report the absence to his or her supervisor before the time the employee is expected to report to work. Sick leave with pay will not be allowed unless such a report is made. Any reports of absence after the employee's reporting time will be granted with or without pay, at the discretion of the department director. Any sick leave extending over portions of two (2) consecutive days may require a physician's written statement certifying the employee's condition or his or her immediate family's condition that prevented the employee from reporting to work. If sick leave abuse is suspected, a Department Head may require a physician's note prior to two (2) consecutive days of sick leave use. An example may include, but is not limited to, routine sick leave use before/after a weekend and/or holiday.

If/when an employee becomes eligible for the City's long-term disability benefits, use of sick leave will be discontinued. The provisions of the Oklahoma Police Pension & Retirement System or the Oklahoma Firefighter Pension & Retirement System determine union employees' disability benefits. If/when an employee becomes eligible under the voluntary short-term disability program, sick leave shall be compensable as noted in the applicable certificate of coverage.

Unauthorized use of sick leave: As the use of sick leave reduces productivity even when the expenditure is justified, excessive use of sick leave benefits may affect an employee's eligibility for raises and promotions, and may expose the employee to disciplinary proceedings. Further, sick leave may not be used as vacation leave. Any abuse of sick leave is justification for disciplinary action, up to and including termination. If, upon investigation, the City Manager, or designee, or the department director does not consider the absence to be eligible for sick leave use, the employee's absence will be charged to vacation or leave without pay.

Separation: Upon separation, an employee will not be compensated for any unused sick leave. Sick leave shall not be used as a last day worked.

Leave under Family and Medical Leave Act (FMLA)

When you or your loved one experience a serious health condition that requires you to take time off work, the stress from worrying about keeping your job may add to an already difficult situation. The Family Medical Leave Act (FMLA) may be able to help. Whether you are unable to

work because of your own serious health condition, or because you need to care for your parent, spouse or child with a serious health condition, the FMLA provides unpaid, job-protected leave.

The City is committed to full compliance with all requirements of the Family and Medical Leave Act.

For more information, see Leave under the Family and Medical Leave Act in the Administrative Regulations appendix of this handbook.

Occupational Injury Leave

The City of Broken Arrow provides an occupational injury leave benefit to all full-time, non-probationary employees in the event they are injured while in the course and scope of their employment.

For more information, see Occupational Injury Leave in the Administrative Regulations appendix of this handbook.

Funeral Leave

In the event of a death of a member of an employee's immediate family, an employee may be granted a leave of absence with pay by the department director for up to a maximum of three consecutive working days, provided one day is that of the funeral. 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, providing special approval by the department director is first obtained.

Court and Jury Leave

Employees who are legally summoned to serve as court witnesses or jurors shall be granted time off with pay during their normal work schedule to serve in that capacity, subject to the following rules:

- An employee serving such duty shall present to his or her supervisor the original summons or subpoena from the court and, at the conclusion of the duty, a signed statement from the clerk of the court showing the actual dates of attendance in court. Employees who receive court or jury duty pay will not be required to submit such earnings to the City;

- An employee subpoenaed to testify in a case in which the employee is a party to the case such as either the plaintiff or defendant shall not be compensated as provided in

the section above. He or she may take accrued leave or seek City Manager, or designee, approval to be granted leave without pay for the length of such service.

Military Leave

The City is committed to full compliance with all requirements for military leave in conformity with state and federal law, as it exists at this time, or as it may be amended hereafter.

Official Representation Leave

An employee may be granted leave with or without pay by the City Manager, or designee, for participation in official meetings, activities, school examinations, and institutes directly related to the employee's work assignment or considered as being beneficial to the City's interest. Tuition, registration fees and other expenses may be reimbursed to the employee if approved by the City Manager, or designee.

Paid Leave Donation Bank

The Paid Leave Donation Bank is a program designed to provide a short-term measure of income protection to qualified employees.

For more information on participation and eligibility, see Paid Leave Donation Bank in the Administrative Regulations appendix of this handbook.

Holidays

New Year's Day	Independence Day	Christmas Eve
Martin Luther King Day	Labor Day	Christmas
Presidents' Day	Veteran's Day	Floating Holiday
Good Friday	Thanksgiving	
Memorial Day	Friday after Thanksgiving	

Unless otherwise determined by the City Manager, or designee, 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. City paid holidays cannot be used as the last day worked.

The floating holiday is a holiday an employee receives on January 1st of each year and must be used in the year in which it was credited, or it is forfeited. Employees hired on or after January 2nd will not receive a floating holiday until the following year. The scheduling of this holiday is subject to the guidelines established by the employee's department. Floating holiday(s) can be used within the probationary period. The floating holiday cannot be used as a last day worked.

Employees who are scheduled to work on New Year's Day, Independence Day, Thanksgiving and Christmas Day (including seasonal employees) will be paid time and one-half their base hourly rate if they work on those holidays. If an employee is called out on an emergency, he or

she will receive holiday pay and will be paid for a minimum of two hours at time and one-half their base hourly rate if they work on those holidays..

When an employee is absent on a holiday for which he or she is scheduled to work, the holiday is forfeited and time shall be deducted from his or her Sick Leave, or charged to Leave without Pay, whichever is available and/or applicable. Vacation Leave shall only be allowed based on a verified emergency and with a department head's approval. When a holiday falls within a period of Leave Without Pay or Sick Leave not verified by a Doctor's slip immediately preceding or immediately after holiday leave, the employee shall receive no pay for the holiday.

Certain employees in the 911 Communications and Animal Control Divisions of the Police Department may be required to work on City-recognized holidays. Employees in these divisions will accrue eight (8) hours of holiday in lieu of holidays provided by the City and may schedule that holiday leave at a later date. For these employees, holiday hours are subject to a maximum accrual of 160 hours. Accrued holiday leave shall not be used as a last day of work.

Certain employees in Solid Waste & Recycling may be required to work on City-recognized holidays. Employees in this division that are scheduled to work on those holidays will accrue eight (8) hours of holiday in lieu of those holidays provided by the City and may schedule that holiday leave at a later date. For those employees holiday hours are subject to a maximum accrual of 160 hours.

Due to facility requirements, non-bargaining employees in the Jail Division of the Police Department may be required to work on City-recognized holidays. As such, these employees receive an allowance of 104 holiday hours in a "bank" at the beginning of each fiscal year. The holiday hours "bank" is limited to a maximum of 160 hours. Holiday banked hours shall not be used as a last day of work.

For additional information, please refer to your department's administrative operating procedures.

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Alcohol and Drug Free Workplace Policy

This policy applies to all employees of the City of Broken Arrow.

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.

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 and may result in a suspension with pay pending further personnel action which may include a suspension without pay, transfer, demotion or termination.

No employee, including one who is a holder of a lawful medical marijuana license in the State of Oklahoma, may use or possess marijuana, including medical marijuana, while in the employee's place of employment or during the employee's hours of employment.

The City will not discriminate against any person solely upon his or her status as a lawful holder of a medical marijuana license. However, the City will enforce this policy to the fullest extent of the law.

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 and may result in discipline, up to and including termination.

Adherence to the Drug-Free Workplace Act and Other Grants: Employees convicted of a criminal drug statute violation (including pleas of nolo contenders, i.e., no contest) occurring in the workplace must inform the City within five working days of such conviction or plea. Failure to advise the City within the prescribed number of days may result in disciplinary action including suspension with pay pending further personnel action which may include a suspension without pay, transfer, demotion or termination.

The City, as a recipient of a grant for the Community Development Block Grant Program from the United States Department of Housing and Urban Development (HUD), must notify HUD within ten days after receiving notice of any employee convicted of a criminal drug statute.

Drug and Alcohol Testing: The City has two drug and alcohol testing policies. The first, Drug and Alcohol Testing Policy (Non-DOT), complies with the Oklahoma Standards for Workplace Drug and Alcohol Testing Act covering Oklahoma employees. The second, Drug and Alcohol Testing Policy (DOT), complies with the Department of Transportation regulations and covers only

employees subject to those regulations; i.e., CMV drivers. Refer to those policies for more details.

Bilingual Compensation Policy

I. PURPOSE

The City recognizes the value of employees who can communicate with residents and customers in languages other than English and in certain cases may offer additional pay to eligible employees for such skills. Upon approval by the department director, bilingual pay may be available when an employee uses their bilingual skills an average of 5% or more of their total work time (time should be an average of the time spent on bilingual activities during a given fiscal year.) Employees are eligible for this pay whether they are using such skills in a conversational, interpretational, or translational setting. Their position must be in a work setting where bilingual skills are utilized to meet the needs of the public in either:

- A direct public contact position; and/or
- A position utilized to perform interpretation, translation or specialized bilingual activities for the department and its customers.

II. POLICY

Employees may receive additional compensation in accordance with the Bilingual Pay Policy.

III. EMPLOYEES ELIGIBLE TO RECEIVE BILINGUAL PAY

A. Eligibility for bilingual pay. An employee may be eligible for bilingual pay only when:

1. The employee is a full-time, non-union employee, or pursuant to applicable labor agreement; and

2. The use of a second language other than English is not less than five percent of the employee's work time (5%) as determined by the department director; and

3. The position has been justified, documented and designated by a department director and approved by the Human Resources Director as a position where the use of a second language is advantageous in interacting with the public, permitting effective and efficient provision of services to the public. In the event the department director and the Human Resources

Director do not agree on the position designation, the City Manager will make the final determination; and

B. The following considerations must be addressed by department directors when justifying a position as a language skill compensation position:

1. The reason or need for the department to have the ability to communicate with the public in languages other than English 5% or more of the time.

2. Whether any interactions with the public in performance of the duties of the positions are significant to assigned duties or only ancillary.

3. Whether the use of another language is essential to the effective and efficient provision of services to the public.

IV. ADMINISTRATION OF BILINGUAL PAY PROGRAM

Administration of this program is the responsibility of the Human Resources Department, and involves the following:

A. Processing of a written requests from department directors (hard copy or electronic) to add or delete participants from bilingual pay, as required, based on changes in work assignments that cause employees to meet or not to meet the criteria of five percent (5%) usage of a second language.

B. Human Resources is responsible for the examination content and testing criteria to evaluate an employee's ability to speak and/or write in a non-English language. The examination is administered by Human Resources utilizing a language proficiency assessment created by an outside vendor specializing in language testing. The costs of the examination will be provided from the requesting department.

C. The employee will request the bilingual examination from their department director. Human Resources will schedule an examination/s based on the written request from the department director and approval by the Human Resources Director. The employee must demonstrate oral proficiency and comprehension to be eligible to receive bilingual pay. If the employee meets the minimum proficiency requirement, bilingual pay is implemented. If an employee fails to meet the minimum proficiency requirement, the employee will be eligible to retest in 6 months.

D. Employees who transfer, promote or demote to different work assignments will not continue to receive the additional compensation unless the department

director designates that the new position/assignment is eligible because the second language is used in the new position/assignment for a minimum of five (5%) of the work week, or the position has been designated by a department director and approved by the Human Resources Director as a bilingual pay eligible position.

If the new position/assignment is eligible for bilingual pay and the employee has been certified as proficient for purposes of this policy, the employee will not have to be re-tested, unless the competency level for the new position is different than the test for the employee's previous position.

E. Employees on leave without pay for greater than 10 (ten) working days, will not receive bilingual pay. Bilingual pay may be reinstated upon return to work, with compensation to resume during the first full pay period after the employee has returned to work, provided that all other program requirements are met.

F. Employees receiving bilingual pay are compensated for languages services provided throughout the City's departments. The department director and the employee must be willing to provide non-English language services to other departments when applicable.

V. COMPENSATION

Compensation for bilingual pay	$50.00/month

Education/License Compensation Policy

An employee may be reimbursed up to a maximum of fifty percent of the Oklahoma tuition rate for state supported colleges and universities for the employee's actual expenditure for tuition, mandatory school fees and book expenses, upon the satisfactory completion (minimum of a grade of "C") of a course or school that is directly related to the employee's job duties and performance with the City. Employees must submit a list of the course(s) on which reimbursement will be requested in advance of enrolling for the course(s). The Department Director will review and determine whether the course(s) meets the requirements for educational compensation. Prior to reimbursement, the employee must present the final grade earned in the course(s) and all actual tuition, mandatory school fees and book expense receipts to the Department Director, together with a certification that no other person or entity has paid for any of the expenses for which reimbursement is sought. Reimbursement will be made on the balance due after any other payments have been applied (i.e. tuition waiver, grants, scholarships). To receive reimbursement, an employee must be employed at the time the check is distributed, otherwise all reimbursement will be forfeited.

A City employee who completes an additional degree beyond the requirements for the job, in a field related to his or her employment with the City is eligible for a monthly pay increase. An employee is entitled to an increase only for a single degree, which is beyond the requirements of the job, but an employee having multiple degrees that qualify for this bonus may select the degree giving the most advantage. The monthly increase for an associate degree is $50.00, for a bachelor's degree is $100.00 and for a master's degree is $125.00.

A non-union City employee who possesses or obtains a licensure achievement, directly related to their position, beyond the requirements listed in their job description, shall receive a monthly license incentive. The following stipend amounts are set forth as incentives to further licensure requirements:

(a) Class A water/wastewater/lab	$60
(b) Class B water/wastewater/lab	$45
(c) Class C water/wastewater/lab	$35
(d) CDL-A	$35
(e) CDL-B	$25
(f) Other type license/certification	$25

Copies of each license must be on file in the Human Resources Office before any of the above payments shall commence. An employee is entitled to a licensure incentive only for a single license, which is beyond the requirements of the job, or as otherwise noted in department progression plan(s).

The costs to train and certify our employees can be costly and is intended to benefit the city, and the employee while working for the City of Broken Arrow. License(s) and certification(s) attempts which are required or related for an employee's current position will be paid by the city a total of three times. If an employee is unsuccessful after the third attempt, the employee will be responsible to obtain the license/certification at their own expense. If an employee obtains a license/certification which was paid for by the city and if the employees leaves employment prior to completion of three-years of service after the license/certification was received, the employee agrees to repay the City the full amount prior to employment separation.

Employee Variable Pay Program

Non-union employees who make significant, performance-based contributions to the organization may be recognized with the employee variable pay program. Each Department Director will be provided a specific amount of funds for this program based upon a formula adopted by the City Manager, or designee, and amended from time to time. Additionally, nominations can be submitted by Directors for employees outside of their director, to be selected by the Assistant City Managers.

Pursuant to budgetary appropriations, department directors, on a semi-annual basis, will determine which, if any, employees made a performance-based contribution to their departments. To nominate an employee, the Employee Variable Pay Nomination Form must be completed and signed by the Department Director. This report will be forwarded to the Human Resources Department for processing and will become part of the employee's personnel record.

Payments will be made as a supplemental check after the first normal pay period in the respective distribution month.

An employee who has experienced any of the following will not be eligible for an incentive:

- Has been in an at-fault City vehicle accident;
- Has suffered a work-related injury that could have been prevented by the employee;
- Has been disciplined in the prior 12 months;
- Has received an unsatisfactory performance evaluation in the 12 months preceding the variable pay program incentive

To ensure equitable distribution, measurable performance across the City, and to ensure our employees are meeting the overall objectives of the City, the nomination and supporting evidence for the incident should include information referencing at least one of the following categories with substantial explanation on the nomination form:

- Employee demonstrates proficiency of assigned duties;
- Employee demonstrates proactiveness instead of reactiveness;
- Employee shows exceptional customer service (internal and/or external) skills;
- Employee promotes a pleasant working environment;
- Employee displays a positive work attitude;
- Employee goes above and beyond normal job expectations;
- Employee has received positive peer comments, internal customer comments and/or external customer comments;
- Employee has demonstrated selfless or courageous acts.

It is the Department Director's responsibility to appropriate funding each year to the Variable Pay Program. The following is the number of employees, per department, eligible to receive variable pay program incentive pay in each 6-month period (during each 6-month period, department directors will not grant variable pay programs to more than 10 percent of their non-union workforce. Beginning in fall of 2026, directors may submit a nomination for employees who are employed in other departments that meet the nomination criteria. These selections will be made by the Assistant City Managers.

- City Manager: 1 General Fund
- Finance: 2 General Fund; 1 BAMA
- Legal: 1 General Fund

- Economic Development: 1 BAMA
- Human Resources: 1 General Fund
- Information Technology: 1 General Fund
- City Clerk: 1 General Fund
- Community Development: 4 General Fund
- Police/Emergency Management: 6 General Fund
- Fire: 1 General Fund
- Solid Waste & Recycling: 5 BAMA
- Fleet & Facilities Maintenance: 1 General Fund; 2 BAMA
- Street & Stormwater: 3 General Fund; 4 BAMA
- Parks & Recreation: 6 General Fund
- Engineering & Construction: 3 BAMA
- Utilities: 9 BAMA
- General Government: 4 (GF/BAMA as applicable)

Additional Criteria:

- Department directors may grant variable pay program incentives equal to, but not more than one (1) percent of the awarded employee's annual regular, non-union payroll.
- Participation in the program is not mandatory.
- Department directors should carefully consider any proposed variable pay program incentives.
- Approval of department variable pay program incentives rests with the department director.
- Approval of the general government variable pay program incentives rests with the Assistant City Managers.
- Department directors are not eligible for this program.

Leave under the Family Medical Leave Act (FMLA)

A. Eligibility and Amount of Leave.

Eligible employees are entitled to take up to twelve (12) weeks of FMLA leave during a calendar period for certain reasons described herein. In the case of Military Caregiver Leave, an eligible employee may be entitled to an even greater amount of leave. To be an eligible employee for FMLA leave, an employee must:

1. have worked for the City for at least twelve months;

2. have worked for the City for at least 1,250 hours during the previous twelve months; and

3. be assigned to a worksite that has fifty or more employees within seventy-five miles.

All employees who are entitled to FMLA may use up to 12 workweeks of FMLA leave from January 1 through December 31. Note: There are special rules associated with Military Caregiver Leave, addressed below.

B. Circumstances under which FMLA leave may be taken.

1. FMLA leave because of the birth of your child and in order to care for your child within the first year following his/her birth.

    a. This leave is available to fathers and mothers.

    b. This leave expires twelve months after the birth.

    c. A husband and wife who are both employed by the City and eligible for FMLA leave may be limited to a combined total of 12 weeks of leave during the 12-month calendar period if the leave is taken for the birth of the employee's child or to care for the child after the birth.

2. FMLA leave because of the placement of a child for adoption or foster care.

    a. This leave is available to fathers and mothers.

    b. This leave expires twelve months after the placement.

    c. A husband and wife who are both employed by the City and eligible for FMLA leave may be limited to a combined total of 12 weeks of leave during the 12-month calendar period if the leave is taken for placement of a child with the employee for adoption or foster care or to care for the child after placement.

3. FMLA leave to care for your spouse, parent, or child who has a serious health condition.

    a. Applicable definitions:

        (i) Spouse includes same-sex and common law marriage if validly entered into in a State that recognizes such a marriage or, if entered into outside the U.S. legally.

        (ii) Parent includes the biological, adoptive, step, foster, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter; does not include in-laws.

        (iii) Child includes your son or daughter (biological, adopted, foster, step, legal ward, child of a person standing in loco parentis) who is

            - under age 18, or

- age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence.

b. A husband and wife who are both employed by the City and eligible for FMLA leave may be limited to a combined total of 12 weeks of leave during the 12-month calendar period if the leave is taken to care for the employee's parent with a serious health condition.

4. For a serious health condition that makes you unable to perform your job.

5. For a "Qualifying Exigency Leave" arising out of the fact that the spouse, child, or parent of the employee is on covered active duty, or has been notified of an impending call to covered active-duty status. For purposes of Qualifying Exigency Leave, the "child" does not have to be any particular age. This leave applies only to a Federal call to covered active duty, not State calls.

Qualifying Exigency Leave includes the following (these are brief descriptions, see Human Resources if you have questions):

a. Short-notice deployment. The qualifying exigency is due to a covered military member being notified of an impending call or order to covered active duty seven or less calendar days prior to the date of deployment. The leave can be used for seven calendar days beginning on the date the covered military member is so notified.

b. Military events and related activities. This leave is to allow the employee to attend any official ceremony, program or event sponsored by the military that is related to the active duty or call to active-duty status. This leave is also to allow the employee to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the covered active duty or call to covered active-duty status of a covered military member.

c. Childcare and school activities. This paragraph relates only to a child who is under 18 or, if over 18, incapable of self-care because of a mental or physical disability. When necessitated by the covered active duty or call to covered active-duty status, this is to arrange for alternative childcare, to provide childcare on an urgent, immediate need basis, to enroll in or transfer to a new school or day care, or to attend meetings with the school or daycare.

d. Financial and legal arrangements. This is to make or update financial or legal arrangements to address the covered military member's absence, such as preparing and executing financial and healthcare powers of

attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System, obtaining military identification cards, or preparing or updating a will or living trust. This leave may also be used to act as the covered military member's representative before a federal, state, or local agency for purposes of obtaining, arranging, or appealing military service benefits while the covered military member is on covered active duty or call to covered active-duty status and for a period of 90 days following the termination of the covered active-duty status.

e. Counseling. This is to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or for the child of the covered military member provided that the need for counseling arises from the covered active duty or call to covered active-duty status of a covered military member.

f. Rest and recuperation. This is to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment, and eligible employees may take up to five days of leave for each instance of rest and recuperation.

g. Post-deployment activities. This is to attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the covered military member's active-duty status. This is also to address issues that arise from the death of a covered military member while on covered active-duty status such as meeting and recovering the body of the covered military member and making funeral arrangements.

h. Parental care. This leave is to arrange for care of a parent of a military member when the parent is incapable of self-care and must be the military member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age. A parent who is incapable of self-care means that the parent requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living or instrumental activities of daily living. Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing, and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

i. Additional activities. This is to address other events that arise out of the covered military member's covered active duty or call to covered active-duty status; provided that the City agrees that the leave shall qualify as an exigency and that the City agrees to both the timing and duration of the leave.

6. Military Caregiver Leave. This leave is to permit a spouse, child, parent, or next of kin to take up to 26 workweeks of leave in a single 12-month period to care for a covered service member with a serious injury or illness as defined by law.

   a. This military caregiver leave is not in addition to the 12 weeks of traditional Family and Medical leave but is to be combined with the 12 weeks for a total of no more than 26 weeks per 12 months.

   b. The "single 12-month period" begins on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date, regardless of the method used by the employer to determine the employee's 12 workweeks of leave entitlement for the other FMLA-qualifying reasons. If an eligible employee does not use all of the 26 workweeks permitted under the Military Caregiver Leave, it is forfeited.

   c. The Military Caregiver Leave is to be applied on a per-covered-servicemember, per-injury basis such that an eligible employee may be entitled to multiple Military Caregiver Leaves, provided that no more than 26 workweeks of leave are taken within any "single 12-month period."

   d. If a leave qualifies both as leave to care for a parent, spouse, or child with a serious health condition or Military Caregiver Leave, the designation in the first instance must be Military Caregiver Leave.

   e. A husband and wife who work for the same employer and who are both eligible may be limited to a combined 26 workweeks during the single 12-month period. Consult Human Resources if you have any questions.

   f. Next of kin of a covered servicemember "means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decrees or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA." The age of the son, daughter, or next of kin is irrelevant for purposes of this provision.

C. Serious Health Condition

For purposes of the FMLA and this policy, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a health care provider.

1. "Inpatient care" means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care.

2. "Continuing treatment" includes the following incapacity and treatment; pregnancy or prenatal care; chronic conditions; permanent or long-term conditions; or conditions requiring multiple treatments. If you have questions about whether your situation qualifies under this paragraph, consult Human Resources.

D. Intermittent Leave or Reduced Leave Schedule.

1. Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason.

2. Reduced leave schedule is a leave schedule that reduces the employee's usual number of working hours per workweek or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time.

To take intermittent leave or be placed on a reduced leave schedule, it must be medically necessary as certified by the patient's health care provider. An employee must make a reasonable effort to schedule planned treatments or events requiring his/her absence when using intermittent leave and reduced leave schedule. Leave of this type may result in transfer or reassignment under certain circumstances.

For FMLA leave after the birth or placement of a child, intermittent leave and reduced leave schedule is permitted only if the employer agrees.

E. FMLA Leave is Unpaid, but will run Concurrently with Paid Leave under other Policies as permitted by Law

Leave taken under the FMLA and this policy is unpaid, regardless of whether you are an exempt or nonexempt employee. However, if the reason for your FMLA leave also qualifies for a paid leave under another policy of the employer, the paid leave will run at the same time as the unpaid FMLA leave.

If the leave is paid by a source other than the City but that payment does not fully compensate you for your time off work, you and the City may substitute applicable paid leave, if available, to make the employee whole.

F. Procedure for Obtaining and Using FMLA Leave

1. In all cases, the employer retains the right to designate leave as qualifying under the FMLA.

2. **Employee Initial Requests.** An employee must provide the employer at least 30 days advance notice before FMLA leave is to begin if the leave is foreseeable based upon the birth or placement of a child or planned medical treatment. If 30 days' notice is not practicable due to lack of knowledge or change in circumstances, for example, notice must be given as soon as practicable. An employee must provide reasons for the needed leave so as to allow the employer to determine whether the leave qualifies under the FMLA. Failure to provide notice or to respond to proper inquiries allowing the employer to determine if the leave is FMLA-qualifying may result in the delay of FMLA leave.

   The employer may waive the employee notice requirement. However, a waiver in one situation does not mean that the employer has waived the requirement in every situation.

3. **Employer Designation.** When an employee requests FMLA leave or the employer acquires knowledge that an employee's absence may be FMLA-qualifying, the employer shall give notice to the employee of his or her rights under the FMLA within five (5) business days absent extenuating circumstances. If at any time the employer learns of information that changes the information in the designation, the employer will provide a new designation to the employee within five business days.

4. **Required Certifications - General.** The employer may require a certification in cases such as: leave to care for a family member with a serious health condition; leave due to the employee's own serious health condition; leave due to a qualifying exigency; or military caregiver leave. The employee shall provide the requested certification within 15 calendar days unless it is not practicable to do under the circumstances despite the employee's diligent, good faith efforts. Failure to return an adequate certification may result in delay or denial of FMLA leave.

5. **Annual Certification.** Where the employee's need for leave due to the employee's own serious health condition or the serious health condition of the employee's covered family member last beyond a single leave year, the employer may require the employee to provide a new medical certification in each subsequent leave year.

6. **Recertification for leave taken for the serious health condition of the employee or the employee's family member.** An employer may request recertification no

more often than every 30 days and only in connection with an absence by the employee unless:

a. the health care provider states in the original certification that the minimum duration of the condition will be more than 30 days in which case the employer must wait until the expiration of the minimum duration, unless the minimum duration is more than six months in which the employer may always request a recertification every six months in connection with an absence; or

b. the employee requests an extension of the leave;

c. circumstances described by the previous certification have changed significantly;

d. the employer receives information that casts doubt upon the employee's stated reason for the absence or the continuing validity of the certification.

7. **Certification regarding Qualifying Exigency.** An employer may require the employee to provide documentation supporting the request such as the covered military member's covered active-duty orders. The employer will not request the information again with respect to the same covered active duty call of the same covered military member. Further, with regard to each leave, the employee must provide a certification describing the need for the leave and use the form supplied by the employer.

8. **Certification for Military Caregiver Leave.** The employee will be required to provide a certification from an authorized health care provider regarding the need. The employee may also be required to provide additional information to allow the employer to determine if the leave is qualifying Military Caregiver Leave. In lieu of the form provided by the employer, the employer will also accept invitational travel orders (ITO), or invitational travel authorizations (ITA) issued to any family member to join an injured or ill servicemember for the duration listed therein. The employee is responsible for providing the employer with complete and sufficient information needed for the employer to designate the leave as Military Caregiver Leave. Failure to do so may result in the delay or denial of FMLA leave.

9. **Intent to Return to Work.** You may be required to report periodically on your status and your intent to return to work.

10. **Fitness for Duty Certification.** If you took FMLA due to your own serious health condition, you will be required to provide a fitness for duty certification prior to returning to work. This certification will apply only to the condition for which the FMLA leave was taken. An employer may require that the certification specifically

address whether the employee may perform the essential functions of the job, but only if the employer provided a list of the essential function with the original employer notice that the leave was designated as FMLA qualifying.

If the FMLA leave is intermittent or on a reduced leave schedule, the employee is not required to provide a fitness for duty certification after each absence. However, if reasonable safety concerns exist regarding the employee's ability to perform his or her duties based on the serious health condition, an employer is entitled to a fitness for duty certification up to once each 30 days or as permitted by law.

11. Failure to comply with these procedures may result in the delay or denial of FMLA leave or, as applicable, in the denial of your restoration to employment.

G. Health Insurance during FMLA Leave

An employee on FMLA leave will be provided group health insurance on the same conditions as if the employee was continuously working. If you are required to pay an employee share of the premium, you will be required to pay that share during your FMLA leave. Arrangements should be made through Human Resources to avoid any lapse in coverage.

If your required payment is more than 30 days late, your coverage may be cancelled.

Regardless of your status during your FMLA leave, if you properly return from FMLA, your coverage will be reinstated with no waiting period, preexisting exclusions, or other medical examination.

If the employer pays any share of your premium during that FMLA leave, the employer may recover that share.

An employer may recover its share of insurance premiums during *unpaid* FMLA leave if the employee fails to return from FMLA leave, unless the failure to return is due to the continuation, recurrence, or onset of a serious health condition of the employee or employee's family, a serious injury or illness of a covered servicemember under the FMLA, or other circumstances beyond the employee's control.

H. Treatment of Other Benefits during FMLA Leave

An employee's entitlement to other benefits is to be determined by the policy regarding other forms of leave (paid or unpaid). An employee who takes FMLA leave will not lose any seniority or employment benefits that accrued before the date leave began.

I. Right to Reinstatement

The general rule is that on proper return from FMLA leave, an employee is entitled to the same position or to an equivalent position with equivalent benefits, pay, and other terms and

conditions of employment. However, the employee has no greater rights to reinstatement or other benefits than if the employee had been continuously employed during the FMLA leave period.

J. Key Employee

A key employee is a salaried FMLA-eligible employee who is among the highest paid 10 percent of all the employees employed by the same employer within 75 miles of the employee's worksite. If you are such a key employee, special rules may apply to your FMLA, including your right to reinstatement. See Human Resources.

K. Other Issues/Questions

The City abides by the Family and Medical Leave Act and any regulations promulgated thereunder. If you have questions not addressed by this policy, please contact Human Resources.

Litigation Hold Policy

- **Introduction and Policy Statement:** In certain circumstances, the City of Broken Arrow has a legal obligation to preserve records that may be relevant to potential or current legal or regulatory proceedings involving the City of Broken Arrow. In such circumstances, the routine destruction of records, both paper and electronic, is suspended, and the records must be preserved. The purpose of this policy is to set forth the procedures that the City of Broken Arrow will follow when records must be preserved and the obligations of the City of Broken Arrow employees to preserve such records in such circumstances.

- **Applicability:** This policy applies to all City of Broken Arrow employees and covers all Records (defined below) used, created, and received in conducting the City of Broken Arrow's operations and administration.

- **Definitions:** These terms shall have the following meanings.

- **Electronically Stored Information (ESI)** includes, but is not limited to: Electronic files, including emails, instant messages, text messages, and voicemails; Data produced by calendar software and information management software. In addition to specific data that are electronically stored and readily accessible and retrievable, ESI includes data that may not be visible that is generated by computer hard drive, email and instant or text messaging, information management, calendar software, portable electronic devices such as tablets, telecommunication devices (e.g., cellular phones), and smart watches, and backup storage devices. ESI may be stored on different electronic devices and may also be found at different locations (e.g., on home or work systems, owned by the City of Broken Arrow or owned personally by the employee).

- **Litigation Hold** is the process by which the City of Broken Arrow preserves Records related to a potential or current legal or regulatory proceeding.

- **Notice to Preserve Records** is a written notice issued by the Litigation Hold Officer to cease destruction of Records and to preserve Records related to a potential or current legal or regulatory proceeding.

- **Litigation Hold Officer** is the individual designated to serve as the official City of Broken Arrow representative with the authority and responsibility to oversee litigation hold procedures, coordinate with City of Broken Arrow personnel, and determine appropriate actions related to the disposal and preservation of Records. This individual will be the Senior Civil Litigator at the City Attorney's Office.

- **Records** are all documents, papers, letters, books, drawings, maps, plats, photographs, magnetic or optical media, microfilm, microphotograph, motion picture film, or other document or any other material regardless of physical form or characteristic, generated or received in connection with the transaction of official business of the City of Broken Arrow. Records include Electronically Stored Information.

- **Procedures:** An employee who becomes aware of a potential legal or regulatory proceeding involving the City of Broken Arrow must notify the Litigation Hold Officer, who will determine whether to initiate a Litigation Hold and will notify the relevant employees who should be subject to the Litigation Hold. Circumstances in which an employee should notify the Litigation Hold Officer of a potential legal or regulatory proceeding include, but are not limited to, the following:

    - Complaints of employee mistreatment;
    - Threats of litigation;
    - Accident or injury resulting in personal or property damages to third parties;
    - Notice of a claim under the Governmental Tort Claims Act.

- When the Litigation Hold Officer determines a Litigation Hold is necessary, the following will occur:

    - The Litigation Hold Officer will issue a Notice to Preserve Records in writing to relevant employees. The Notice will inform the employees of their obligation to identify and preserve all Records that related to the legal/administrative proceeding that is the basis for the Litigation Hold.

- When employees receive a Notice to Preserve Records, they must immediately do the following:

1. Confirm receipt and understanding of the Notice and provide a statement in writing that they will comply with the Notice. If an employee is uncertain as to any aspect of the

Notice, the employee must contact the Litigation Hold Officer immediately to clarify the scope and nature of the Notice and the obligations required thereof.

2. Preserve all Records under their control that are the subject of the Litigation Hold, which includes Records on home or personal computers, cell phones and/or devices that are used for any City-related business.

    i. *Records should be saved and maintained in their native format. Cellular phone usage for City-related business, including text messages, are to be preserved. Upon request by the Litigation Hold Officer, the employee will in good faith review the ESI on their personal device(s) to determine if the information contains relevant public records. After determining that the personal device(s) contain public records, the employee will produce the ESI to the Litigation Hold Officer. The employee producing the records will submit an affidavit to the Litigation Hold Officer attesting 1) that the ESI has been reviewed in good faith to determine if it contains public records and 2) any ESI not produced is personal in nature. The Litigation Hold Officer will review the ESI and determine any applicable exemptions or privilege(s), and redact the information as necessary. In the event production is required, the Litigation Hold Officer will produce those relevant public records and privilege log with the affidavit that a good faith review has been conducted by the employee.

3. Suspend any automatic deletion, overwriting, or any other destruction of Records that the subject of the Litigation Hold. If the employee has any doubt as to whether a specific Record, or category of Records, is covered by the Litigation Hold, the employee must ensure the Record is not destroyed and must contact the Litigation Hold Officer immediately to determine whether the Record(s) should be preserved.

    i. *A Litigation Hold supersedes any document retention policy which might otherwise require or permit the destruction of Records after a certain date or event. This includes any Records that might otherwise be deleted automatically by automated computer programs.

4. Preserve any Records that are generated or obtained after receipt of the Notice to Preserve Records that are the subject of the Litigation Hold.

- If an employee who receives a Notice to Preserve Records separates from employment during the course of the Litigation Hold, the employee's department supervisor must take possession of Records under the control of the departing employee that are subject to the Litigation Hold and promptly notify the Litigation Hold Officer.

- Notices to Preserve Records are privileged and confidential attorney-client communications. Recipients of Notices are expected not to speak to others about the Litigation Hold or the facts and circumstances giving rise to the Litigation Hold, unless directed or permitted to do so by the Litigation Hold Officer. Otherwise, the privilege may be inadvertently waived.

- Once a Notice has been issued, the Litigation Hold Officer may issue periodic reminders to employees of their obligations under the Litigation Hold.

- Employees who violate this policy may be subject to disciplinary action up to, and including, termination.

    - *In addition to potential disciplinary measures undertaken by the City of Broken, employees who violate this policy may also subject themselves to potential personal liability and sanctions by a reviewing court. Employees who violate this policy also expose the City of Broken Arrow to potential liability and sanctions by a reviewing court.

- The Litigation Hold Officer will determine and communicate in writing to employees who have received a Notice to Preserve Records when the Litigation Hold may be lifted, and Records no longer need to be preserved.

Occupational Injury Leave Policy

The City of Broken Arrow provides an occupational injury leave benefit to all full-time, non-probationary employees in the event they are injured while in the course and scope of their employment, unless otherwise provided by law.

Employees on probation shall not be eligible for occupational injury leave benefits for injuries incurred during such probationary period. Such employees shall be entitled to all benefits provided by the Oklahoma State Worker's Compensation Act.

If you are injured due to an accident that occurs during the course of performance of duty with the City and the injury is not a result of negligence or misconduct on the part of the employee, you shall be granted injury leave and compensation to maintain full salary level, not to exceed six months. The City may require the employee to submit to a medical examination by a medical doctor designated by the City for the purposes of determining whether the claim of injury is proper. The City may require periodic physician's statements describing the employee's condition. If an employee refuses to submit to the examination by a physician designated by the City, the refusal shall result in terminating all benefits provided by this section. After exhausting the six-month injury leave, with permission from the City Manager, or designee, an employee may use his or her sick leave benefits, not to exceed six months. After exhausting injury leave and sick leave, (with permission) an employee may be placed on "inactive status" and be eligible to return to work when released by his or her physician and a

vacancy occurs at a comparable rate of pay, or the employee may be terminated for disability reasons.

No injury leave will be paid for any injuries that occur as a result of the following: 1) willful intention to bring about injury to yourself or another, 2) where the injury results directly from the willful failure to use a guard or protection against accident furnished for the employee's use, 3) where the injury results directly from intoxication while on duty, 4) where the injury results directly from horseplay, playing or pranks engaged in by the injured employee, alone or with others, and/or 5) if the employee fails to follow prescribed reporting procedures. All benefits provided by this section, except total amount of compensation paid hereunder, shall be in addition to and separate from any sick leave benefits.

Any employee on occupational injury leave with pay shall be returned to duty at the earliest date and may be assigned to light or limited duty by the City as determined by the City physician and/or the City Manager, or designee, when the employee's physical condition permits such assignment. Duty assignment of this type may be made without reference to the employee's job classification or departmental assignment.

In you are injured at work, no matter how minor it may appear, report the injury to your supervisor. Failure to immediately report the injury may result in disciplinary action and/or loss of injury leave benefits. Employees needing medical treatment will be provided a Treatment Authorization Form from their supervisor or designee. This authorization is to be presented by the employee to the attending physician or medical facility at the time of the treatment. Unauthorized medical treatment may result in nonpayment of the employee's medical expenses and/or injury leave benefits. (Unauthorized treatment is medical treatment not approved by your supervisor, his designee, or management, prior to receiving the treatment or the failure to provide the proper forms.) The Treatment Authorization Form will be completed by the physician and returned to the employee upon completion of the initial treatment. The form is then immediately returned to the supervisor. Injured employees requiring immediate emergency medical treatment (i.e. profuse bleeding, broken bones, unconsciousness, shock, etc.) will not need a Treatment Authorization Form. For all emergencies of this nature, contact a City ambulance for transportation to the nearest emergency medical facility.

The injured employee is expected to follow prescribed medical treatment and keep all appointments with the physician. Failure to do so may result in nonpayment of injury leave benefits and/or disciplinary action. The employee must keep their supervisor notified of their temporary disability status, after each medical appointment, by providing a new Return-to-Work form.

It will be the responsibility of the person directly in charge of such employee to prepare an incident report concerning such injury, containing how, where and when the injury occurred, together with all pertinent information available. The report will also contain the names and

addresses of all witnesses and fellow employees that were at the scene of the incident and a general outline of the extent of injury sustained. All written incident reports shall be transmitted not later than twenty-four hours after the occurrence thereof utilizing the Supervisor Accident/Injury Investigation Report form. The supervisor shall submit this form to the Human Resources Department within twenty-four hours of the injury.

An employee shall not be allowed to return to work prior to receiving a written medical release from the treating physician. Rules governing accidents and injuries will be strictly enforced for your own protection. Even the slightest of injuries may cause serious infection. Safeguard your own health by following the rules. An employee on occupational injury leave benefit cannot work for another employer during the time he or she is drawing this benefit from the City.

Leave Sharing Policy

The purpose of leave sharing policy is to permit non-uniformed City employees to donate accrued vacation leave and/or compensatory leave to a fellow non-uniformed City 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 this policy:

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 not covered by a collective bargaining agreement. It does not include employees in a probationary or part-time status.

An employee may be eligible to received shared leave pursuant to the following conditions:

1. A request by the Department Head 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 in this policy, 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 and/or compensatory 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 Policy.

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 the Leave Sharing Policy. 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.

Donating sick time, injury leave, or workers’ compensation leave benefits from one employee to another will not be permitted. Employees on injury leave or workers' compensation are ineligible to request shared leave.

This policy does not create additional rights that may exist within any other policy, or collective bargaining agreement, but is merely intended to provide a mechanism to utilize shared vacation leave in instances where an employee would otherwise be granted leave without pay.

This policy replaces the previous Paid Leave Donation Bank Policy. Remaining hours from that program will be set aside in two separate banks; half will be designated for the previous participants of the program and will only be available for those who last donated under the conditions noted below. The other half of the leave available from the paid leave donation bank will be made available for those that meet the requirements of this new policy and request donated leave. Once the hours from the paid leave donation bank are depleted, employees who request donated leave must be granted leave from other employees under the terms of this policy.

The previous participants of the Paid Leave Donation Bank Policy who donated to the paid leave donation bank in 2023 will be eligible to utilize leave from the balance of the paid leave donation bank. Those employees are eligible to apply for a draw from that bank if the employee or a family member, as defined in the sick leave policy, suffers from a serious health condition as defined in the Family Medical Leave Act. A participating employee must have exhausted all available paid leaves (vacation, holiday, sick leave, etc.) before becoming eligible for a draw from the bank. An application to draw from the bank must be submitted in writing and include a detailed physician statement which includes the date the health condition commenced, probable duration of the condition, appropriate medical facts regarding the condition and a statement that the employee is unable to perform the functions of his or her position. If the serious condition is for a family member the statement must include the same information described above but also include an estimate of the employee’s time needed to care for the family member. After exhausting all paid leaves, a participating employee must use five working days of leave without pay before “bank” benefits begin. Benefits may be granted for a maximum of thirty working days per application with the participant having the opportunity to apply for new benefits a maximum of three times in a twelve-month period, regardless of the number of serious health conditions experienced.

The Review Committee, consisting of one appointee of the City Manager, or designee, one appointee of the Employee Advisory Committee and the Human Resources Director, will review each application to ensure it meets all of the requirements. Any rejected application may be appealed to the City Manager, or designee, for final determination.

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, 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

''Alcohol'' means ethyl alcohol or ethanol.

''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.

“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.

''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.

''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. Synthetic drugs are mad-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 designed drugs or novel psychoactive substances.

“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 or Human Resources.

''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.

“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.

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.

“Safety-Sensitive Position” or “performing safety-sensitive job duties” is defined in Section 14.

''Sample'' means tissue, fluid, or product of the human body chemically capable of revealing the presence of drugs or alcohol in the human body.

“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:

a. drugs or alcohol on or about the employee's person or in the employee's vicinity,

b. conduct on the employee's part that suggests impairment or influence of drugs or alcohol,

c. a report of drug or alcohol use while at work or on duty, or

d. 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 reasonably 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 retested if the employee/applicant requests, in writing, such a retest 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:

7.1. 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;

7.2. Only samples deemed appropriate by the State Board of Health for drug and alcohol testing shall be collected;

7.3. The collection of samples shall be performed under reasonable and sanitary conditions;

7.4. 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;

7.5. 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;

7.6. 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;

c. Sample collection, storage, and transportation to the testing facility shall be performed so as to reasonably preclude the probability of sample contamination or adulteration;

d. 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

7.7. 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 6.6 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.

10.0 Potential Adverse Personnel Actions

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.

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.

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.

Grievances arising from implementation and operation of this drug testing policy will be handled through the Grievance Policy or applicable collective bargaining procedures.

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.

11.0 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.

12.0 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:

a. 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;

b. In order to comply with a valid judicial or administrative order; or

c. 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.

13.0 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.

14.0 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:

a. Duties may risk injury to themselves or others; or
b. Employees whose job responsibilities involve public safety or the safety of others; or
c. Must use dangerous tools/equipment in the performance of their job duties; or
d. Must perform job duties at heights; or
e. 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;
f. Operate, repair, monitor equipment or motor vehicles, machinery or power tools;
g. Perform duties in residential or commercial premises of a customer, supplier or vendor;
h. Perform the operation, maintenance or oversight of critical services and infrastructure (water);
i. Prepare or handle food; or
j. 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.

15.0 Questions about this policy

This Policy is governed by and subject to the laws of the State of Oklahoma, Okla. Stat. title 40 § 551 et seq. Should you have any questions about this Policy, please contact the Human Resources Department.

Drug and Alcohol Testing Policy

(DOT)

1.0 PURPOSE

The purpose of this Policy is to ensure compliance with the Department of Transportation regulations requiring drug and alcohol testing of employees who operate commercial motor vehicles (CMVs) or who are required to have a commercial driver's license (CDL).

2.0 ORGANIZATIONS/EMPLOYEES AFFECTED

This Policy shall apply to all employees of the City of Broken Arrow ("City") who operate a CMV and are required to have a CDL as described by the Department of Transportation Regulations.

3.0 POLICY

The City's general Policy is described in Alcohol and Drug Free Workplace Policy. However, it should be noted that the DOT has issued guidance on medical marijuana. Regardless of any state law, marijuana (medical or otherwise) is illegal under federal law. If you are tested as part of the DOT regulations, the Medical Review Officer is prohibited from considering any information, including a medical marijuana license, which might excuse a positive test for marijuana. In other words, if you test positive for marijuana, you will be subject to the consequences described herein, even if you have a lawfully issued medical marijuana license. Being under the influence of any marijuana while performing DOT covered functions is strictly prohibited.

4.0 DEFINITIONS

"Actual Knowledge" means actual knowledge by an employer that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use, except as provided in §382.121. Direct observation as used in this definition means observation of alcohol or controlled substances use and does not include observation of employee behavior or physical characteristics sufficient to warrant reasonable suspicion testing.

"Alcohol" refers to the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

"Alcohol concentration" (or content) means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test (EBT).

"Breath Alcohol Technician" (BAT) refers to an individual who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device (EBT).

"Commercial Driver's License Drug and Alcohol Clearinghouse" (Clearinghouse) means a database, administered by the Federal Motor Carrier Safety Administration, containing records of commercial motor vehicle drivers' violations of controlled substances and alcohol testing program requirements, as set forth in part 382 of this title, as well as their return-to-duty status.

"Commercial Motor Vehicle" (CMV) is a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property if the motor vehicle:

a. has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or
b. has a gross vehicle weight rating of 26,001 or more pounds; or
c. is designed to transport 16 or more passengers, including the driver; or
d. is of any size and is used in the transportation of hazardous materials requiring placards.

"Confirmatory drug test" means a second analytical procedure performed on a different aliquot of the original specimen to identify and quantify a specific drug or drug metabolite.

"Confirmatory validity test" means a second test performed on a different aliquot of the original urine specimen to further support a validity test result.

"Confirmed drug test" means a confirmation test result received by an MRO from a laboratory.

"Consortium/Third party administrator (C/TPA)" means a service agent that provides or coordinates the provision of a variety of drug and alcohol testing services to employers. C/TPAs typically perform administrative tasks concerning the operation of the employers' drug and alcohol testing programs. This term includes, but is not limited to, groups of employers who join together to administer, as a single entity, the DOT drug and alcohol testing programs of its members. C/TPAs are not "employers" for purposes of this part. "Designated Employer Representative" (DER) is an employee authorized by the employer to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in

the testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of this part. Service agents cannot act as DERs.

"DOT" refers to the Federal Motor Carrier Safety Administration (FMCSA).

"Driver" refers to any person who operates a commercial motor vehicle (CMV) in the course and scope of their position. This includes, but is not limited to: full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors.

"Drug" or "Controlled Substances" covered by this policy include marijuana, cocaine, amphetamines, phencyclidine (PCP), and opiates. It shall mean any substance as covered by the DOT regulations.

"EBT" refers to an evidential breath testing device.

"Medical Review Officer" (MRO) refers to a licensed physician responsible for receiving laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

"Oral Fluid Specimen" is a specimen that is collected from an employee's oral cavity and is a combination of physiological fluids produced primarily by the salivary glands. An oral fluid specimen is considered to be a direct observation collection for all purposes of this part.

"Performing a safety sensitive function" means a driver is considered to be performing a safety sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

"Positive rate for random drug testing" means the number of verified positive results for random drug tests conducted plus the number of refusals of random drug tests required, divided by the total number of random drug tests results (*i.e.*, positives, negatives, and refusals).

"Refuse to submit" to an alcohol or controlled substances test means that a driver:

a. fails to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT regulations, after being directed to do so by the employer. This includes the failure of an employee to appear for a test when called by a Consortium/TPA;
b. fails to remain at the testing site until the testing process is complete; provided that, an employee who leaves the testing site before the testing process commences for a pre-employment test is not deemed to have refused the test;
c. fails to provide a specimen for any drug test required hereunder; provided that, an employee who does not provide a specimen because he or she has

left the testing site before the testing process commences for a pre-employment test is not deemed to have refused the test;

d. in the case of a directly observed or monitored urine collection in a drug test, fail to permit the observation or monitoring of an employee's provision of a specimen;
e. fails to provide a sufficient amount of specimen when directed, and it has been determined through a required medical evaluation, that there was no adequate medical explanation for the failure;
f. fails or declines to take an additional test the employer or collector has directed the driver to take;
g. fails to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process, or as directed by the DER. In the case of a pre-employment drug test, the employee is deemed to have refused to test on this basis only if the pre-employment test is conducted following a contingent offer of employment. If there was no contingent offer of employment, the MRO will cancel the test;
h. fails to cooperate with any part of the testing process (refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector, fail to remove objects from mouth, fail to permit inspection of the oral cavity, or fail to complete a rinse when requested); or
i. For an observed urine collection, fail to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process;
j. Possess or wear a prosthetic or other device that could be used to interfere with the collection process; or
k. is reported by the MRO as having a verified adulterated or substituted test result.

"Safety-sensitive function" means all time from the time the driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

a. all time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
b. all time inspecting equipment or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
c. all time spent at the driving controls of a CMV in operation;

d. all time, other than driving time, in or upon any CMV except time spent resting in a sleeper berth;
e. all time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
f. all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

"Screening Test" refers to, in alcohol testing, an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in a breath or saliva specimen. In controlled substance testing, it means a test to eliminate "negative" urine specimens from further analysis or to identify a specimen that requires additional testing for the presence of drugs.

"Stand-down" means the practice of temporarily removing an employee from the performance of safety-sensitive functions based only on a report from a laboratory to the MRO of a confirmed positive test for a drug or drug metabolite, an adulterated test, or a substituted test, before the MRO has completed verification of the test results.

"Substance Abuse Professional" (SAP) refers to a person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

"Violation rate for random alcohol testing" means the number of 0.04 and above random alcohol confirmation test results conducted plus the number of refusals of random alcohol tests required, divided by the total number of random alcohol screening tests (including refusals) conducted.

Other applicable definitions can be found in the DOT regulations at Part 40 and Part 382.

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 Supervisors, Managers, Department Directors: 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 the illegal drug and alcohol testing and to maintain confidential records of such results.

5.4 Medical Review Officer: Notification to the City. The MRO must comply with the reporting requirements found in the DOT Regulations at Part 40, Subpart G.

The MRO shall report to the employer that the MRO has made all reasonable efforts to contact the driver as provided in Part 40.33 of the DOT Regulations. The employer shall, as soon as practicable, request that the driver contact the MRO prior to dispatching the driver or within 24 hours, whichever is earlier.

5.5 Medical Review Officer: Record Retention for Controlled Substances. The MRO shall maintain all dated records and notifications, identified by individual, for a minimum of five years for verified positive controlled substances test results. The MRO shall maintain all dated records and notifications, identified by individual, for a minimum of one year for negative and canceled controlled substances test results. No person may obtain the individual controlled substances test results retained by an MRO, and no MRO shall release the individual controlled substances test results of any driver to any person, without first obtaining a specific, written authorization from the tested driver. Nothing in this paragraph shall prohibit an MRO from releasing, to the employer or to officials of the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the controlled substances testing program.

6.0 TYPES OF TESTING

The DOT requires that all drivers of CMVs be subjected to six types of testing for drugs and / or alcohol: Pre-employment (controlled substances only), post-accident, random, reasonable suspicion/reasonable cause, return-to-duty, and follow-up. These categories of testing are explained in the following sections.

6.1 PRE-EMPLOYMENT TESTING

Prior to the first time a driver performs safety-sensitive functions for the City, the driver shall undergo testing for controlled substances as a condition prior to being used. The City will not allow a driver to perform safety-sensitive functions unless the City has received a controlled substances test result from the Medical Review Officer or C/TPA indicating a verified negative result for that driver.

The City may opt to not require a pre-employment test for controlled substances if:

a. the driver has participated in a drug testing program that meets the requirements of this policy within the previous 30 days; and

b. while participating in that program, the driver was either:

i. tested for controlled substances within the past 6 months (from the date of the application with the City) or

ii. participated in a random controlled substances testing program for the previous 12 months (from the date of the application with the City); and

iii. the City has ensured that no prior employer of the driver has records of a violation by the driver of the controlled substances policy within the previous six months.

If the City opts for Section 6.1.b(ii) herein, the City shall obtain the following information from the drivers' previous employer/ program: the names and addresses of the program; verification that the driver participated in that program; verification that the program conforms to the DOT regulations, Part 40; verification that the driver is qualified under the DOT regulations, including that the driver has not refused to be tested for controlled substances; the date the driver was last tested for alcohol and controlled substances; the results of any tests taken within the previous six months; and violations, if any, of the DOT regulations regarding alcohol or controlled substances.

If the City uses, but does not employ, a driver more than once a year to operate CMVs, the City must obtain the information in the preceding paragraph at least once every six (6) months. If the City cannot verify that the driver is participating in a controlled substances testing program, the City shall conduct a pre-employment controlled substances test.

6.2 POST ACCIDENT TESTING

Alcohol. As soon as practicable following an occurrence involving a CMV operating on a public road in commerce, the City shall test for alcohol for each of its surviving drivers:

a. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or

b. Who receives a citation within 8 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:

(i) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

(ii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

Controlled Substances. As soon as practicable following an occurrence involving a CMV operating on a public road in commerce, the City shall test for controlled substances for each of its surviving drivers:

a. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or

b. Who receives a citation within thirty-two (32) hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:

(i) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or

(ii) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

A driver who is subject to post-accident testing must remain readily available for such testing or may be deemed by the City to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

The City shall provide drivers with necessary post-accident information, procedures and instructions, prior to the driver operating a commercial motor vehicle, so that drivers will be able to comply with the requirements of this section.

The results of a breath or blood test for the use of alcohol or a urine test for the use of controlled substances, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided such tests conform to applicable Federal, State or local requirements, and that the results of the tests are obtained by the City.

The results of a urine test for the use of controlled substances, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided such tests conform to the applicable Federal, State or local controlled substances testing requirements, and that the results of the tests are obtained by the City.

6.2.1 Alcohol Tests. If an alcohol test required by this section is not administered within two hours following the accident, the City shall prepare and maintain on file a record stating the reasons the test was not promptly administered. If a test required by this section is not

administered within eight hours following the accident, the City shall cease attempts to administer an alcohol test and shall prepare and maintain the same record.

6.2.2 Controlled Substance Tests. If a test is required by this section is not administered within 32 hours following the accident, the City shall cease attempts to administer a controlled substances test, and prepare and maintain on file a record stating the reasons the test was not promptly administered.

6.2.3 Exceptions. This section does not apply to: (1) An occurrence involving only boarding or alighting from a stationary motor vehicle; or (2) An occurrence involving only the loading or unloading of cargo; or (3) An occurrence in the course of the operation of a passenger car or a multipurpose passenger vehicle by the City unless the motor vehicle is transporting passengers for hire or hazardous materials of a type and quantity that require the motor vehicle to be marked or placarded in accordance with applicable DOT regulations.

6.3 RANDOM TESTING

The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method, such as a random number table or a computer-based random number generator that is matched with drivers' Social Security numbers, payroll identification numbers, or other comparable identifying numbers. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made. Each driver selected for testing shall be tested during the selection period.

The City shall randomly select a sufficient number of drivers for testing during each calendar year to equal an annual rate not less than the minimum annual percentage rate for random alcohol and controlled substances testing determined by the Federal Motor Carrier Safety Administration ("FMSCA"). If the City conducts random testing for alcohol and / or controlled substances through a consortium, the number of drivers to be tested may be calculated for each individual employer or may be based on the total number of drivers covered by the consortium who are subject to random alcohol and / or controlled substances testing at the same minimum annual percentage rate under the DOT alcohol or controlled substances random testing rule.

The City will ensure that random alcohol and controlled substances tests conducted under this part are unannounced and that the dates for administering random alcohol and controlled substances tests are spread reasonably throughout the calendar year.

The City will require that each driver who is notified of selection for random alcohol and / or controlled substances testing proceeds to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function other than driving a commercial motor vehicle at the time of notification, the City will instead ensure that the driver ceases to perform the safety-sensitive function and proceeds to the testing site as soon as possible.

A driver shall only be tested for alcohol while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions.

If a given driver is subject to random alcohol or controlled substances testing under the random alcohol or controlled substances testing rules of more than one DOT agency or the same employer, the driver shall be subject to random alcohol and / or controlled substances testing at the annual percentage rate established for the calendar year by the DOT agency regulating more than 50 percent of the driver's function.

If the City is required to conduct random alcohol or controlled substances testing under the alcohol or controlled substances testing rules of more than one DOT agency, the City may

- Establish separate pools for random selection, with each pool containing the DOT-covered employees who are subject to testing at the same required minimum annual percentage rate; or
- Randomly select such employees for testing at the highest minimum annual percentage rate established for the calendar year by any DOT agency to which the employer is subject.

6.4 REASONABLE SUSPICION TESTING

6.4.1 Alcohol. The City shall require a driver to submit to an alcohol test when the employer has cause, or reasonable suspicion, to believe that the driver has violated the prohibitions of the applicable DOT regulations concerning alcohol. The City's determination that cause exists to require the driver to undergo an alcohol test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver.

Alcohol testing is authorized only if the observations required by this section are made during, just preceding, or just after the period of the work day that the driver is required to be in compliance with this policy. A driver may be directed by the employer to only undergo for cause testing while the driver is performing safety-sensitive functions, just before the driver is

to perform safety-sensitive functions, or just after the driver has ceased performing such functions.

If an alcohol test required by this section is not administered within two hours following the determination of cause, the City shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered. If an alcohol test required by this section is not administered within eight hours following the determination of cause, the employer shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test.

No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, nor shall the City permit the driver to perform or continue to perform safety-sensitive functions, until:

a. an alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or

b. twenty-four hours have elapsed following the determination under paragraph A of this section that there is reasonable suspicion to believe that the driver has violated the prohibitions in this part concerning the use of alcohol.

Except for the reporting requirements set forth by the DOT, the City shall not take any action against a driver based solely on the driver's behavior and appearance, with respect to alcohol use, in the absence of an alcohol test.

6.4.2 Controlled Substances. The City shall require a driver to submit to a controlled substances test when the employer has cause, or reasonable suspicion, to believe that the driver has violated the prohibitions of the applicable DOT regulations concerning controlled substances. The employer's determination that cause exists to require the driver to undergo a controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances.

The required observations for alcohol and / or controlled substances for cause testing shall be made by a supervisor or company official who is trained in making such determinations. The person who makes the

determination that cause exists to conduct an alcohol test shall not conduct the alcohol test of the driver.

A written record shall be made of the observations leading to an alcohol or controlled substance for cause test and signed by the supervisor or company official who made the observations, within 24 hours of the observed behavior or before the results of the alcohol or controlled substances test are released, whichever is earlier.

6.5 RETURN TO DUTY TESTING

If the City determines in its discretion that it wants to permit the employee to return to the performance of safety-sensitive functions, the City will ensure that the employee takes a return-to-duty test. This test cannot occur until after the SAP has determined that the employee has successfully complied with prescribed education and/or treatment. The employee must have a negative drug test result and/or an alcohol test with an alcohol concentration of less than 0.02 before resuming performance of safety-sensitive duties.

6.6 FOLLOW-UP TESTING

If the SAP determines that follow-up is necessary, the SAP will provide the DER with a written plan, including follow-up testing. The City will carry out the SAP's follow-up testing requirements. The City will not permit any employee to continue to perform safety-sensitive functions unless follow-up testing is conducted as directed by the SAP.

Follow-up testing dates will be scheduled by the City and will be unannounced with no discernable pattern as to the timing. The employee will not receive any advance notice.

The City will not substitute any other tests (e.g., random) conducted on the employee for this follow-up testing requirement.

The City cannot count a follow-up test that has been cancelled as a completed test. A cancelled follow-up test must be recollected.

7.0 NOTIFICATION TO EMPLOYEE OF TEST RESULTS

An employer shall notify an applicant driver of the results of a pre-employment controlled substance test conducted under this part, if the driver request such results within 60 calendar days of being notified of the disposition of the employment application. The City shall notify a driver of the results of random, for cause and post-accident tests for controlled substances conducted under this part if the test results are verified positive. The City shall also inform the driver which controlled substance or substances were verified as positive.

The DER shall make reasonable efforts to contact and request each driver who submitted a specimen under the employer's program, regardless of the driver's employment status,

to contact and discuss the results of the controlled substances test with an MRO who has been unable to contact the driver.

The DER shall immediately notify the MRO that the driver has been notified to contact the MRO within 72 hours.

8.0 Procedures for Specimen Collection-Collection Site

When the employee enters the collection site, the testing process will begin without undue delay.

The collector will require the employee to provide positive identification. The employee must present a photo ID issued by the employer or a Federal, state, or local government (e.g., a driver's license). Positive identification by an employer representative (not a co-worker or another employee being tested) is also acceptable. If the employee does not provide positive identification, the collector must contact the DER to verify the identity of the employee.

If the employee asks for identification, the collector shall provide identification including name and employer's name, but does not have to include the collector's picture, address, or telephone number.

The collector will explain the basic collection procedure to the employee, including showing the employee the instructions on the back of the Custody and Control Form (CCF).

The collector will direct the employee to remove outer clothing (e.g., coveralls, jacket, hat) that could be used to conceal items or substances that could be used to tamper with a specimen. The collector will direct the employee to leave these garments and any briefcase, purse or other personal belongings with the collector or in a mutually agreeable location. Failure to comply with these directions constitutes a refusal to test. If the employee asks for a receipt, the collector will provide one. The employee must be permitted to keep his or her wallet. The collector must not ask the employee to remove other clothing, to remove all clothing, or to change into a hospital or examination gown (unless the collection is being accomplished simultaneously with a DOT agency-authorized medical examination). The collector will direct the employee to empty his or her pockets and display the items to ensure that no items are present which could be used to adulterate the specimen. If nothing is there that can be used to adulterate a specimen, the employee can place the items back in his or her pockets.

If the collector finds any items which could be used to adulterate or tamper with a specimen, the collector will determine if the materials appear to have been brought to the collection site with the intent to alter the specimen, in which case the collector will conduct a directly observed collection using direct observation procedures. If the collector determines the materials appear to be inadvertently brought, the collector will

secure and maintain the materials until the collection process is completed and conduct a normal collection.

The collector will instruct the employee not to list any medications that he or she is currently taking on the CCF. (The employee may make notes of medications on the back of the employee copy of the form for his or her own convenience, but these notes must not be transmitted to anyone else).

9.0 Collection Process Before the Employee Provides a Urine Specimen

The collector will instruct the employee to wash and dry his or her hands and instruct the employee that he is not to wash his or her hands again until after delivering the specimen to the collector.

The collector will select, or allow the employee to select, an individually wrapped or sealed collection container from collection kit materials. Either the collector or the employee, with both present, must unwrap or break the seal of the collection container. The employee is not permitted to take anything from the collection kit into the room used for urination except the collection container.

The collector will direct the employee to go into the room used for urination, provide a specimen of at least 45 mL, not flush the toilet, and return to the collector with the specimen as soon as the employee has completed the void.

Except in the case of an observed or monitored collection, neither the collector nor anyone else may go into the room with the employee.

The collector may set a reasonable time limit for voiding.

If at any time the collector detects conduct that clearly indicates an attempt to tamper with a specimen, the collector must require that the collection take place immediately under direct observation and note the conduct and the fact that the collection was observed in the "Remarks" line of the CCF. The collector will also, as soon as possible, inform the DER and collection site supervisor that a collection took place under direct observation and the reason for doing so.

The collector will review the specimen for reasons outlined in the DOT regulations, Part 40. Based upon this review, the employee may be required to submit to another collection under direct observation.

10. Direct Observation

There are certain reasons which require a collection under direct observation and certain reasons which permit an employer or a collector to choose a collection under direct observation. These are set forth in the DOT regulations, Part 40. If a direct observation

collection will be done, the employer or collector, as applicable, must explain to the employee the reason for the direct observation collection.

The person observing will be of the same gender as the employee providing the specimen. The observer need not be a qualified collector.

The observer must request the employee to raise his or her shirt, blouse, dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show the observer, by turning around, that the employee does not have a prosthetic device after which the employee may return clothing to its proper position for observed urination.

The observer must watch the employee urinate into the collection container. Specifically, the observer is to watch the urine go from the employee's body into the collection container.

The observer, if someone other than the collector, must not take the collection container from the employee, but must observe the specimen as the employee takes it to the collector.

If the employee declines to allow a directly observed collection required or permitted under the DOT regulations, Part 40, this is a refusal to test.

11. Collection Process Before the Employee Provides an Oral Fluid Specimen

The collector requests that the employee open the employee's mouth, and the collector inspects the oral cavity to ensure that it is free of any items that could impede or interfere with the collection of an oral fluid specimen (e.g., candy, gum, food, or tobacco) or could be used to adulterate, substitute, or alter the specimen.

If an item is present that might impede or interfere with the collection of an oral fluid specimen, the collector must request the employee remove the item.

If there is nothing of concern in the oral cavity and no "dry mouth" condition, the collector starts a 10-minute wait period and proceeds with appropriate steps before beginning the specimen collection as described in Part 40.

To the greatest extent practicable, the collector must keep the employee's unwrapped collection device within view of both the collector and the employee, between the time the employee has provided a specimen, and the specimen is sealed.

12. Additional Collection Procedures

Designation of Collection Site. The City shall designate one or more collection sites. It shall be properly equipped for collection, security, temporary storage, and shipping or transportation of urine specimens to a certified drug testing laboratory. It shall have a

facility for urination in compliance with DOT regulations, Part 40, and a suitable clean surface for writing. It will also have a source of water for washing hands.

Security. The collection site will be secure during collection through sealing the specimen and accompanying documentation for transport to the laboratory to prevent unauthorized access that could compromise the integrity of collections.

Chain of Custody. Handling and transportation of urine specimens from one authorized individual or place to another shall always be accomplished through chain of custody procedures.

Conclusion of Collection Process. The collector performs a series of tasks to conclude the collection process, including:

a. Direct the employee to read and sign the certification statement on Copy 2 (Step 5) of the CCF and provide date of birth, printed name, and day and evening contact telephone numbers. If the employee refuses, the collector will note this in the "Remarks" line of the CCF and complete the collection.

b. At the appropriate time, the collector will advise the employee that he or she may leave the collection site.

Drug Testing Laboratories. Only drug testing laboratories certified by HHS under the National Laboratory Certification Program for all testing required by the DOT Regulations, Part 40, will be used.

13. Reporting and Review of Results

13.1 Medical review officer responsibilities

The role of the MRO is to review and interpret confirmed positive test results obtained through the employer's testing program. In carrying out this responsibility, the MRO shall examine alternate medical explanations for any positive test result. This action may include conducting a medical interview and review of the individual's medical history, or review of any other relevant biomedical factors. The MRO shall review all medical records made available by the tested individual when a confirmed positive test could have resulted from legally prescribed medication. The MRO shall not, however, consider the results or urine samples that are not obtained or processed in accordance with this part.

13.2 MRO Review of Negative Test Result

The MRO has many responsibilities prior to verifying a negative result. While not an exhaustive list, those duties include reviewing the appropriate documentation. If the negative result is verified, the MRO shall report the result in a confidential

manner.

13.3 MRO Review of Laboratory Confirmed Non-Negative Drug Test Results

a. Prior to making a final decision to verify a non-negative test result for an individual, the MRO shall perform many tasks including give the individual an opportunity to discuss the test result with him or her.

b. The MRO shall contact the individual directly (i.e., actually talk to the employee), on a confidential basis, to determine whether the employee wishes to discuss the test result. The MRO must explain to the employee that, if he or she declines to discuss the result, the MRO will verify the test as positive or as a refusal to test because of adulteration or substitution as applicable. A staff person under the MRO's supervision may make the *initial* contact in accordance with the DOT regulations. Except as provided in paragraph (e) of this section, the MRO shall talk directly with the employee before verifying a test as positive.

c. If, after making all reasonable efforts and documenting them, the MRO is unable to reach the individual directly, the MRO shall contact the DER who shall then direct the individual to contact the MRO as soon as possible. The MRO shall not disclose any results to the DER at this time. The DER must attempt to contact the employee immediately using procedures that protect, as much as possible, the confidentiality of the MRO's request that the employee contact the MRO. If the DER successfully contacts the individual (i.e., actually talk to the employee), the DER must document the date and time of the communication and inform the MRO. The DER must inform the employee that he or she should inform the employee of the consequences of failing to contact the MRO within the next 72 hours.

   The DER is not to inform anyone else working for the employer that s/he is seeking to contact the employee on behalf of the MRO.

d. If, after making all reasonable efforts, the DER is unable to contact the employee, the City may place the employee on temporary medically unqualified status or medical leave. Reasonable efforts include, as a minimum, three attempts, spaced reasonably over a 24-hour period, to reach the employee at the day and evening telephone numbers listed on the CCF. The DER should document these efforts. If the DER is unable to contact the employee within the 24-hour period, the DER will leave a message for the employee by any practicable means (e.g., voice mail, email, letter) to contact the MRO and will inform the MRO of the date and time of this attempted contact.

e. The MRO may verify a confirmed positive test, or as a refusal to test because of adulteration or substitution without having communicated directly with the employee about the test in three circumstances:

   i. The employee expressly declines the opportunity to discuss the test;

   ii. The DER has successfully made and documented a contact with the employee and instructed the employee to contact the MRO and more than 72 hours have passed since the time the DER contacted the employee; or

   iii. If neither the MRO nor the DER, after making and documenting all reasonable efforts, has been unable to contact the employee within ten (10) days of the date on which the MRO receives the confirmed test result from the laboratory.

f. The MRO may verify an invalid test result as cancelled (with instructions to recollect immediately under direct observation) without interviewing the employee as provided for in the DOT Regulations, Part 40, Section 40.159, if

   i. The employee expressly declines the opportunity to discuss the test;

   ii. The DER has successfully made and documented a contact with the employee and instructed the employee to contact the MRO and more than 72 hours have passed since the time the DER contacted the employee; or

   iii. If neither the MRO nor the DER, after making and documenting all reasonable efforts, has been unable to contact the employee within ten (10) days of the date on which the MRO receives the confirmed invalid test result from the laboratory.

g. If a test is verified positive under the circumstances specified in subparagraphs (e) and (f) and reported to the DER by the MRO, the MRO must allow employee to present to the MRO within 60 days of the verification information documenting that serious illness, injury, or other circumstances unavoidably precluded the employee from timely contacting the MRO and/or DER. The MRO, on the basis of such information, may reopen the verification, allowing the employee to present information concerning whether there is a legitimate medical explanation for the confirmed test result.

h. Once the result is verified, the MRO shall report the result in a confidential manner.

13.4 Verification

The MRO shall comply with the DOT Regulations, Part 40, with respect to the procedures to be used prior to verification and for any change to a verification.

13.5 Information to be given to Employee after Verification of a Test of a Split Specimen

a. The MRO must notify the employee of his or her right to have the split specimen tested and the procedures for requesting such a test.

b. The MRO must inform the employee that he or she has 72 hours from the time you provide this notification to request a test of the split specimen.

c. The MRO must tell the employee how to contact the MRO to make this request, providing telephone numbers or other information which will allow the employee to make this request. The MRO must have the ability to receive the employee's calls at all times during the 72 hour period (e.g., by use of an answering machine with a "time stamp" feature when there is no one to answer the phone).

d. The MRO must tell the employee that if he or she makes this request within 72 hours, the CIT must ensure that the test takes place, and that the employee is not required to pay for the test before the test takes place. The MRO must also tell the employee that the City may seek reimbursement for the cost of the test per the DOT Regulations.

e. The MRO must tell the employee that additional tests of the specimen (e.g., DNA tests) are not authorized.

13.6 Other

In all respects, testing shall be done in compliance with Part 40 of the DOT regulations. The laboratories used will be certified under the Department of Health and Human Services' "Mandatory Guidelines for Federal Workplace Drug Testing Programs."

14. TESTING PROCEDURES FOR ALCOHOL TESTING

14.1 Devices to be used for breath alcohol tests

For screening tests, the City shall use only EBTs or Screening Test Technicians (STT's) meeting DOT requirements.

For confirmation tests, employers shall use EBTs that meet DOT requirements.

14.2 Quality assurance plans for EBTs

In order to be used in either screening or confirmation alcohol testing subject to this part, an EBT shall have a quality assurance plan (QAP) developed by the manufacturer. The user of the EBT shall comply with the NHTSA-approved quality assurance plan for each EBT it uses for alcohol screening or confirmation testing subject to this part.

14.3 Locations for breath alcohol testing

a. The City shall conduct alcohol testing in a location that affords visual and aural privacy to the individual being tested, sufficient to prevent unauthorized persons from seeing or hearing test results. All necessary equipment, personnel, and materials to provide for the collection and analysis of breath and/or saliva samples, and a suitable clean surface for writing.

b. The City may use a mobile collection facility (e.g., a van equipped for alcohol testing) that meets the requirements of paragraph (a) of this section.

c. No unauthorized persons shall be permitted access to the testing location. Access to the testing location is governed by the DOT regulations, Part 40.

d. In unusual circumstances (e.g., when it is essential to conduct a test outdoors at the scene of an accident), a test may be conducted at a location that does not fully meet the requirements of paragraph a of this Section. In such a case, the site shall provide visual and aural privacy to the employee to the greatest extent practicable.

e. The BAT shall supervise only one employee's use of the EBT at a time. The BAT shall not leave the alcohol testing location while the testing procedure for a given employee is in progress, except to notify a supervisor or contact the DER for assistance in the case an employee or other person who obstructs, interferes with, or unnecessarily delays the testing process.

14.4 Preparation for breath alcohol testing

When the employee enters the alcohol testing location, the BAT or STT will require him or her to provide positive identification (e.g., through use of a photo I.D. card or identification by a City representative). On request by the employee, the BAT or STT shall provide positive identification to the employee. The BAT or STT shall explain the testing procedure to the employee, including showing the employee the instructions on the back of the Alcohol Testing Form (ATF).

14.5 Procedures for Screening Tests.

14.5.1 The BAT or STT shall select, or allow the employee to select, an individually wrapped or sealed mouthpiece. The BAT or STT shall open the mouthpiece in view of the employee and insert it to the EBT in accordance with the manufacturer's instructions.

14.5.2 The BAT or STT shall instruct the employee to blow steadily and forcefully into the mouthpiece for at least 6 seconds or until the EBT indicates that an adequate amount of breath has been obtained.

14.5.3 The BAT or STT shall show the employee the displayed result.

14.5.4 The BAT or STT shall properly record the results in accordance with the DOT regulations, Part 40. If the device is one that prints the test.

14.5.5 In any case in which the result of the screening test is a breath alcohol concentration of less than 0.02, the BAT or STT shall date the form and sign the certification in Step 3 of the form and then transmit the results to the DER in a confidential manner as set forth in the DOT regulations, Part 40.

14.5.6 If the result of the screening test is an alcohol concentration of 0.02 or greater, a confirmation test shall be performed in accordance with DOT regulations, Part 40.

14.5.7 If the confirmation test will be conducted at a different site from the screening test, the BAT or STT will provide the employee with additional directions and information as set forth in the DOT regulations, Part 40.

14.6 Procedures for Confirmation Test

14.6.1 The BAT or STT shall instruct the employee not to eat, drink, put any object or substance in his or her mouth, and, to the extent possible, not belch during a waiting period before the confirmation test. This time period begins with the completion of the screening test, and shall not be less than 15 minutes. The confirmation test shall be conducted within 30 minutes of the completion of the screening test. The BAT shall explain to the employee the reason for this requirement (i.e., to prevent any accumulation of mouth alcohol leading to an artificially high reading) and the fact that it is for the employee's benefit. The BAT shall also explain that the test will be conducted at the end of the waiting period, even if the employee has disregarded the instruction. If the BAT becomes aware that the employee has not complied with this instruction, the BAT shall so note in the "Remarks" section of the form. If the BAT conducts the confirmation test more than 30 minutes after the result of the screening test has been obtained, the BAT shall note in the "Remarks" section of

the form the time that elapsed between the screening and confirmation tests and the reason why the confirmation test could not be conducted within 30 minutes of the screening test.

14.6.2 If a BAT other than the one who conducted the screening test is conducting the confirmation test, the new BAT shall require proper identification from the employee. The BAT shall initiate a new Breath Alcohol Testing form. The BAT shall complete Step 1 on the form. The employee shall then complete Step 2 on the form, signing the certification. Refusal by the employee to sign this certification shall be regarded as a refusal to take the test, and the BAT is to immediately notify the DER. The BAT shall note in the "Remarks" section of the form that a different BAT or STT conducted the screening test.

In all cases, the procedures of Section 14.5 shall be followed. A new mouthpiece shall be used for the confirmation test.

14.6.3 Before the confirmation test is administered for each employee, the BAT must, in the presence of the employee, conduct an air blank on the EBT and show the reading to the employee. If the reading is 0.00, the test may proceed. If the reading is greater than 0.00, the BAT shall conduct one more air blank. If the reading on the second air blank is 0.00, the test may proceed. If the reading is greater than 0.00, that EBT shall be taken out of service. However, testing may proceed on another EBT. Any EBT taken out of service because of failure to perform an air blank accurately shall not be used for testing until a check of external calibration is completed and the EBT is found to be within tolerance limits.

14.6.4 Before the confirmation test is administered for each employee, the BAT shall ensure that he or she and the employee read the unique test number displayed by the EBT.

14.6.5 If the EBT provides a separate printout of the result, you must attach the printout to the designated space on the ATF with tamper-evident tape or use a self-adhesive label that is tamper-evident.

14.6.6 Following the completion of the test, the BAT shall date the form and sign the certification in Step 3 of the form.

a. If the alcohol confirmation test result is lower than 0.02, nothing further is required of the employee. The BAT must sign and date Step 3 of the ATF.

b. If the alcohol confirmation test result is 0.02 or higher, the BAT will direct the employee to sign and date Step 4 of the ATF. If the employee does not sign the certification in Step 4 of the form, it shall not be considered a refusal to be tested. In this event, the BAT shall note the employee's failure to sign in the "Remarks" section.

c. If the test is invalid, the BAT shall tell the employee the test is cancelled and note the problem on the "Remarks" line of the ATF. If practicable, a re-test will be conducted.

d. The BAT will immediately transmit the result to the DER in a confidential manner.

14.6.7 The BAT shall transmit all results to the DER in a confidential manner.

a. Such transmission may be in writing (the employer copy (Copy 1) of the breath alcohol testing form), in person or by telephone or electronic means. In any case, the BAT must immediately notify the DER of any result of 0.02 or greater by any means.

b. If the initial transmission is not in writing (e.g., by telephone or electronic means), the City shall establish a mechanism to verify the identity of the BAT providing the information.

c. The employer shall store the information so as to ensure that confidentiality is maintained.

14.7 Refusal to test

A driver may not refuse to test as defined in this Policy.

14.8 Inability to provide an adequate amount of breath

This section sets forth procedures to be followed in any case in which an employee is unable, or alleges that he or she is unable, to provide an amount of breath sufficient to permit a valid breath test.

14.8.1 The BAT or STT shall again instruct the employee to attempt to provide a sufficient amount of breath and about the proper way to do so. If the employee refuses to make the attempt, the BAT or STT shall discontinue the test, note the fact on the "Remarks" line of the ATF, and immediately notify the DER. This is a refusal to test.

14.8.2 If the employee attempts and fails to provide a sufficient amount of breath, the BAT or STT may provide another opportunity to the employee

to do so if the BAT or STT believes there is a strong likelihood that it could result in providing a sufficient amount of breath. If this fails to produce a sufficient amount of breath, the EBT or STT shall so note in the "Remarks" section of the ATF and immediately notify the DER.

14.8.3 When the City is notified by the BAT or STT that the employee has not provided a sufficient amount of breath, the City shall direct the employee to obtain, within five days, an evaluation from a licensed physician who is acceptable to the City and who has expertise in the medical issues raised by the employee's failure to provide a sufficient specimen.

14.8.4 The City will provide the physician who will conduct the evaluation with the following information and instructions:

a. that the employee was required to take a DOT breath alcohol test, but was unable to provide a sufficient amount of breath to complete the test;

b. the consequences for refusing to take the required alcohol test;

c. that the physician must provide the City with a signed statement of the his or her conclusions; and

d. that the physician, in his or her reasonable medical judgment, must base those conclusions on one of the following determinations:

(i) A medical condition has, or with a high degree of probability, could have, precluded the employee from providing a sufficient amount of breath. The physician must not include in the signed statement detailed information on the employee's medical condition. In this case, the test is cancelled.

(ii) There is not an adequate basis for determining that a medical condition has, or with a high degree of probability could have, precluded the employee from providing a sufficient amount of breath. This constitutes a refusal to test.

(iii) For purposes of the foregoing paragraphs (i) and (ii), a medical condition includes an ascertainable physiological condition (e.g., a respiratory dysfunction) or a medically documented pre-existing physiological disorder, but does not include unsupported assertions of "situational anxiety" or hyperventilation.

e. The physician will provide a written statement of his or her conclusions and the basis for them to the DER directly. The physician must not include in this statement detailed information on the

employee's medical condition beyond what is necessary to explain the conclusion.

f. Upon receipt of this report from the examining physician, the DER must immediately inform the employee and take appropriate action.

14.9 Cancelled tests

If the BAT or STT determines that the test should be cancelled under the DOT regulations, Part 40, the BAT or STT shall immediately notify the DER that the test was cancelled and must be treated as if the test had never occurred.

15.0 DRIVER CONDUCT PROHIBITED BY THE DEPARTMENT OF TRANSPORTATION

15.1 Alcohol Concentration

No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater. No employer having actual knowledge that a driver has an alcohol concentration of 0.04 or greater shall permit the driver to perform or continue to perform safety-sensitive functions.

15.2 On-duty Use of Alcohol

No driver shall use alcohol while performing safety-sensitive functions. No employer having actual knowledge that a driver is using alcohol while performing safety-sensitive functions shall permit the driver to perform or continue to perform safety-sensitive functions.

15.3 Pre-duty Use of Alcohol

No driver shall perform safety-sensitive functions within four hours after using alcohol. No employer having actual knowledge that a driver has used alcohol within four hours shall permit a driver to perform or continue to perform safety-sensitive functions.

15.4 Use of Alcohol Following an Accident

No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

15.5 Refusal to Submit to a Required Alcohol or Controlled Substances Test

No driver shall refuse to submit to a pre-employment controlled substance test, a post-accident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test, a

return-to-duty alcohol or controlled substances test, or a follow-up alcohol or controlled substances test. No employer shall permit a driver who refuses to submit to such tests to perform or continue to perform safety-sensitive functions.

15.6 Controlled Substances Use

15.6.1 No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any drug or substance identified in 21 CFR 1308.11 Schedule I.

15.6.2 No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-Schedule I drug or substance that is identified in the other Schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in §382.107, who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle.

15.6.3 No employer having actual knowledge that a driver has used a controlled substance shall permit the driver to perform or continue to perform a safety-sensitive function.

15.6.4 A driver must inform their supervisor of any therapeutic drug use prior to performing any safety-sensitive function.

15.7 Controlled Substances Testing

No driver shall report for duty, remain on duty, or perform a safety-sensitive function, if the driver tests positive or has adulterated or substituted a test specimen for controlled substances. No employer having actual knowledge that a driver has tested positive or has adulterated or substituted a test specimen for controlled substances shall permit the driver to perform or continue to perform safety-sensitive functions.

16.0 CONSEQUENCES FOR ENGAGING IN DOT-PROHIBITED CONDUCT

16.1 The City may not allow, require, permit or authorize a driver to operate a CMV during any period in which the City determines that a driver is not in compliance with the return-to-duty requirements after the occurrence of any of the following events:

a. The driver receives a positive, adulterated, or substituted drug test result;

b. The driver receives an alcohol confirmation test result of 0.04 or higher alcohol concentration;

c. The driver refused to submit to a test for drugs or alcohol;

d. The driver used alcohol prior to a post-accident alcohol test; or

e. An employer has actual knowledge that a driver has (i) used alcohol while performing safety-sensitive functions, (ii) used alcohol within four hours of performing safety-sensitive functions, or (iii) used a controlled substance.

16.2 Other Alcohol-Related Conduct

16.2.1 No driver tested under this Policy who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions for the City, including driving a CMV, nor shall the City permit the driver to perform or continue to perform safety-sensitive functions, until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

16.2.2 Except as provided in 16.2.1, the City will not take action against a driver based solely on test results showing an alcohol concentration less than 0.04.

16.3 Referral, Evaluation, and Treatment

16.3.1 Each driver who has engaged in conduct prohibited by the DOT (See Section 15.0 herein) will be advised by the City of the resources available to the driver in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

16.3.2 If the City desires to reinstate a driver who engaged in conduct prohibited by the DOT (Section 15.0 herein) to safety-sensitive functions, that driver must be evaluated by a Substance Abuse Professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use.

16.3.3 Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by the DOT (See Section 15.0 herein), the driver shall undergo a return-to-duty test (See Section 6.5 herein) and shall be subject to follow-up testing (See Section 6.6).

16.3.4 The requirements of this section with respect to referral, evaluation and rehabilitation apply to a DOT alcohol test with a result indicating an alcohol concentration of 0.04 or greater, a refusal to test as defined herein, or any

other violation of the prohibition on the use of alcohol or drugs under the applicable DOT regulations.

17.0 CLEARINGHOUSE

The City will comply with all DOT requirements to collect, maintain, and report to the Clearinghouse the following personal information regarding drivers: (i) a verified positive, adulterated, or substituted drug test result; (ii) an alcohol confirmation test with a concentration of 0.04 or higher; (iii) a "refuse to submit" to any test; (iv) an employer's report of "actual knowledge" of on duty alcohol use pursuant to §382.205; Pre-duty alcohol use pursuant to §382.207; Alcohol use following an accident pursuant to §382.209; and Controlled substance use pursuant to §382.213; (v) a SAP report of the successful completion of the return-to-duty process; (vi) a negative return-to-duty rest; and (vii) an employer's report of completion of follow-up testing.

18.0 DISCIPLINARY ACTIONS

18.1 The City reserves the right to discipline, up to and including termination, any employee who violates this policy provided that such disciplinary action is not inconsistent with any provision herein.

18.2 Grievances arising from implementation and operation of this drug testing policy will be handled through the City's Grievance Policy or a collective bargaining agreement grievance procedure.

19.0 RECORDS AND CONFIDENTIALITY

19.1 Except as required by law or expressly authorized or required in this section, the City shall not release information related to this policy without the employee's specific written consent.

19.2 A driver is entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests. The City shall promptly provide the records requested by the driver. Access to a driver's records shall not be contingent upon payment for records other than those specifically requested.

19.3 Records relating to a driver's compliance or non-compliance with this policy may also be made available to governmental agencies in accordance with the DOT regulation.

19.4 Records shall be made available to a subsequent employer upon receipt of a specific written request from a driver.

19.5 The City may disclose information pertaining to an employee's drug or alcohol test without the employee's consent in certain legal proceedings, including:

a. A lawsuit (e.g., wrongful discharge action), grievance or arbitration, or administrative proceeding (e.g., unemployment claim) brought by, or on behalf of, an employee and resulting from a positive DOT drug or alcohol test or a refusal to test.

b. A criminal or civil action resulting from an employee's performance of safety-sensitive duties in which a court of competent jurisdiction determines that the drug or alcohol test information sought is relevant to the case and issues an order directing the employer to produce the information. In such case, the City may release the information to the decision-maker (e.g., the court). The City may release the information only with the binding stipulation that the decision-maker to whom it is released will make it available only to parties to the proceeding.

With regard to any release of information under Section 19.5, the City will immediately notify the employee in writing of any information released.

19.6 The City shall release information regarding a driver's records as directed by the specific, written consent of the driver authorizing release of the information to an identified person. Release of such information by the person receiving the information is permitted only in accordance with the terms of the employee's consent.

19.7 The City may comply with State laws requiring it to provide to State CDL licensing authorities information about all violations of DOT drug and alcohol testing rules (including positive tests and refusals) by any CMV driver holding a CDL.

20.0 QUESTIONS ABOUT THIS POLICY

This Policy is governed by and subject to the Department of Transportation Regulations. If this Policy is inconsistent with the Department of Transportation Regulations, those regulations will govern. Should you have any questions about this Policy, please contact the Human Resources Department.

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Purchasing Card Policy

Purpose

To establish procedures for the use of City of Broken Arrow (the City) issued purchasing cards. Designated City employees or City Council members will have the ability to charge expenses for certain types of goods and/or services that are generally not available through other procurement means. It empowers the Authorized User to acquire the necessary materials to conduct business and/or deliver services in a convenient and expeditious manner. This policy is designed to promote responsible, efficient, ethical, and legal utilization of the City's purchasing cards.

Scope

Usage of the City's purchasing card is allowed at the discretion of the Finance Director to departments who are granted City purchasing authority and the program is administered by the Purchase Card Manager.

Credit Limits

Credit limits for purchase cards will be up to Five Thousand Dollars ($5,000) for the City Council and Trustees, City Manager and Assistant City Manager and Two Thousand Five Hundred Dollars ($2,500) for Department Directors.

Initial credit limits for all other personnel shall be determined on the basis of need as requested by the Department Director and approved by the Finance Director. These limits may be adjusted if needed for a specified time periods. In no instance shall this limit exceed $2,500 without the express approval of the Finance Director, Assistant City Manager or City Manager.

Receiving a Purchasing Card

1. The Department Head shall request a purchasing card for the department via email to the Finance Director. A decision to deny will be communicated in writing or e-mail to the requesting Department Director and may be appealed to the appropriate Assistant City Manager.

2. The Finance Director or designee shall review the request and notify the purchasing card bank to issue a new purchasing card.

3. The approved Authorized User shall be issued a copy of this policy and shall be required to sign the Acknowledgement of City Purchasing Card Form to indicate that the Authorized User understands the policy and responsibilities. Signed Acknowledgement of City Purchasing Card Forms will be kept in the Finance Department.

4. The Purchase Card Manager will maintain all records of all purchasing card requests, authorizations, card numbers, limits, and destroyed card information.

Responsibilities of an Authorized User

1. The purchasing card that each Department or Authorized User receives shall ONLY be used by the Authorized User. NO OTHER PERSON IS AUTHORIZED to use this card. The Authorized User is responsible for all purchases charged to their card.

2. For employees that aren't issued a card, there will be cards available to check out in the Finance Department. Once they are checked out, the employee is temporarily an authorized user and must abide by all regulations within this policy.

3. The Authorized User must retain itemized receipts of all purchases made on the purchasing card containing a minimum (1) merchant name; (2) date of purchase; (3) description; (4) unit price and quantity; and (5) transaction total**. A receipt presenting only a summary total will not be acceptable**. If a receipt is not furnished by the merchant (as may be the case with a phone or internet order), documentation such as an order confirmation, packing slip, or invoice shall be obtained and shall contain an itemized and detailed description of the purchase. If the receipt is not itemized, the employee may be responsible for reimbursing the City.

4. The purchasing card may be used to register for conference attendance and for payment of training course fees. Attendees may be registered and paid for separately.

5. The purchasing card may be used for the purchase of airfare and/or lodging.

   A. Airfare must be purchased at the lowest logical airfare for coach airline tickets. Flight times may be taken into consideration when making reservations, but the price should be fair and reasonable and the lowest reasonable selection for the trip.

   B. Lodging Rates the lodging establishment must provide a final detailed receipt once lodging service has been provided. Some hotels will write-off a portion of the tax (and should for in-state lodging), please request this from hotel management.

   C. Incidentals such as room service, movies, tips and gratuities, etc., are not allowed on the purchasing card. Traveler must provide a personal card for personal expenses.

6. It is the responsibility of the Authorized User to notify the Finance Department at 918-259-2400 ext. 5513 immediately in the event of a lost or stolen card, or the purchasing card company (Chase) 800-275-0863 for after-hours support.

7. The use of the purchasing card does not justify the payment of any sales tax for which the City is exempt. As in all other purchases, the merchant shall be given a copy of the state tax exemption letter issued by the City. State sales tax should not be charged for any purchase including online transactions. Hotel charges may be an exception. Some hotels will write-off a portion of the tax (and should for in-state lodging), please request this from hotel management.
8. A purchasing card shall not be used for capital purchases without Finance Director approval.
9. The Authorized User is responsible to charge expenses to appropriate account line items.
10. Authorized User will reimburse the City immediately for any non-business expenses.
11. Authorized User is responsible for the security of the purchasing card and the transactions made with it.
12. It is recommended that merchants not be allowed to retain card information on file to avoid unauthorized transactions. A card number should be provided by the Authorized User each time an order is placed.
13. Internet purchases must be made from a merchant with a secured internet site (for example, lockbox is present or URL contains https). Faxes and/or emails disclosing full account information are not allowed.
14. When issued a refund or credit on a Purchase card transaction, the Authorized User shall not accept cash refunds. Credits for returned merchandise or sales tax must be credited to the City credit card.

The purchasing card cannot be used to avoid or bypass appropriate purchasing or payment procedures. Authorized User violations of this agreement or of any policy regarding the purchase of goods or services will be investigated and may result in, but not limited to: written warning, revocation of purchasing card privileges, cancellation of delegation of purchasing authority, disciplinary action, termination and/or criminal prosecution. Human error and extraordinary circumstances may be taken into consideration when investigating any violation of this agreement.

The City Manager, Finance Director, Department Director and/or designees have the authority to investigate and determine whether a violation of Purchasing or Purchasing Card Policy has occurred and to determine action deemed most appropriate pursuant to applicable law and/or City policy.

Ownership and Cancellation of the Purchasing Card

The purchasing card remains the property of the City of Broken Arrow. It may not be transferred to, assigned to, or used by anyone other than the Authorized User or Department designee for Department issued cards. Authorized Users are accountable for the activity on their card. The issuer or the City may suspend or cancel Authorized User privileges at any time for any reason. Authorized Users will surrender their purchasing card upon request to the City of Broken Arrow.

Receipts

It is the responsibility of each Authorized User to obtain itemized transaction receipts (see "Responsibilities of an Authorized User") from the merchant each time the purchasing card is used. Failure to provide the required documentation for payment processing may subject the Authorized User to the loss of purchasing card privileges and may cause the amount charged to be classified as a personal purchase by the Authorized User. The City shall keep statement data and invoices and/or receipts on file for a period consistent with record retention requirements of the law (five-year period).

Disputed Items

It is each Authorized User's responsibility to follow-up on any erroneous charges, returns or adjustments to ensure proper credit is given on subsequent statements. The original charge will be charged to a line item. When the credit is applied to the statement, it is up to the Authorized User to code the line item correctly.

Unauthorized Credit Card Use

The card shall not be used for the following:

a. Personal purchases or for personal identification

b. A single purchase that exceeds the purchasing card's limits

c. Cash advances

d. Alcoholic beverages

e. Purchase of hotel/motel incidentals while on City business

f. Split purchases

g. Motor fuel (unless prior approval or while traveling

Any purchases that fall in the above listed categories and/or deemed inappropriate for purpose of City business shall be reviewed by the Finance Director and/or designees for final determination.

1. An Authorized User who makes unauthorized purchases or carelessly uses the purchasing card will be liable to the City of Broken Arrow for the total dollar amount of such purchases plus any administrative fees charged by the bank or card company in connection with the misuse. The Authorized User may also be terminated and will be subject to legal action.
2. Authorized Users are expected to obtain the best prices available. Purchase of an item at above market prices where the vendor gives the employee any form of gift, bonus, or premium whether in the form of cash or merchandise is considered a kickback, is illegal, and can result in termination of employment and prosecution. City policy strictly forbids anything in exchange for making a purchase.
3. It is the Authorized User's responsibility to safeguard the purchasing card to the same degree that the Authorized User safeguards his/her own personal credit information.

Payment of Purchasing Card Charges

1. Department Heads are responsible for ensuring that any Authorized Users under their supervision understand and comply with the City purchasing card procedures.
2. Department Heads must make sure that violations do not occur and suspected violations are reported promptly to the Finance Department.
3. The Purchasing Card Manager checks all transactions listed on the purchasing card statement. The original sales invoice or itemized receipt for all items approved for payment must be uploaded into Certify and expense report created by the due date determined by the Purchase Card Manager.
4. When a Department Head or designee approves and submits monthly purchasing card statements, the Department Head or designee is responsible for all transactions, including appropriateness of the purchase.

If the Authorized User does not have documentation of a transaction listed on the monthly statement, he or she shall attach an explanation that includes a description of the items purchased, date of purchase, merchant name, and reason for lack of supporting documentation. There will be no tolerance for repeated offenders of undocumented purchases.

If the Finance Director or Purchasing Card Manager observe a pattern of improper purchases or lack of supporting detail the Department's or employee's purchasing card privileges may be revoked by the Finance Director.

Termination/Retirement

It is understood that should an employee leave employment with the City of Broken Arrow the purchasing card shall be returned to the Finance Department prior to the last day of employment. The Purchasing Card Manager shall immediately cancel the card, destroy it, and shall notate date of cancellation and destruction on Authorized User's Acknowledgement Form.

If an Authorized User is absent from work for an extended period of time, the Finance Director shall have the Purchasing Card Manager place the card in suspense or hold status in order to not have transaction(s) posted to the card.

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Social Media Policy, Procedures and Guidelines

PURPOSE:

The City of Broken Arrow utilizes social media tools to expand audience reach in order to address the way residents communicate and obtain information online. The City of Broken Arrow understands that social media can be a fun and rewarding way for employees to share life and opinions with family, friends, and co-workers. However, use of social media also represents certain risks and carries with it certain responsibilities. The City has established these guidelines to assist its employees in making responsible decisions regarding the appropriate use of social media while at work.

DEFINITIONS:

Social Media: A website that allows users to create profiles and connections with other users on the same site who access their profile. Social networking sites provide a means for users to form communities, share thoughts, ideas and content such as video. These can also enable chat, discussion forums and online collaboration. Examples of Social Networking websites are: Facebook, LinkedIn, Instagram, and Twitter.

Web 2.0: Advanced Internet technologies that allow participants to engage in social interactions in the form of blogs, micro blogs, wiki's, etc.

Wiki: A website that allows a community of users to collaborate in adding and editing content on the site.

Electronic Communication: Any kind of communications, created by, represented by, sent to, or stored by any user using any electronic communications system, including all information, data, and attachments to the communication.

Blog: (a contraction of the term "weblog") is a type of website, usually maintained by an individual with regular entries of commentary, description of events, or other material such as graphics or video. Entries are commonly displayed in reverse – chronological order. "Blog" can also be used as a verb, meaning to maintain or add content to a blog.

Micro blog: is another type of blogging, featuring very short posts, such as 140 characters or less (example: twitter.com) staying connected in real time. Followers of a micro blog typically "subscribe" to the micro blog of another and automatically receive newly posted information.

Personal Information: Any type of information that might lead to the identification of any individual. Examples may include social security numbers, dates of birth, addresses, phone numbers, email addresses, driver's license or other state identification numbers.

Electronic Media: Digital photos, audio recordings, videos or digital information.

Post or Posting: Text or digital information that is placed on a website or sent to a news group.

Confidential Information: Any work product of the City of Broken Arrow that is subject to any local, state, or federal laws regarding its confidentiality and release, and which could potentially expose the City of Broken Arrow to liability.

Proprietary Information: All work created or obtained while an employee is on duty remains property of the City of Broken Arrow. The work product of the City of Broken Arrow is public in nature and is subject to departmental policy, as well as local, state and federal laws regulating its use.

Work Product: Anything created by an employee that is considered to become the property of the City of Broken Arrow. Examples may include, but are not limited to: photos, videos, audio recordings, blog entries, electronic files or documents, and information created or obtained during the performance of an employee's duties.

City Use of Social Media:

All City of Broken Arrow social media sites posted by Departments are subject to review and approval by the City Manager.

Administration of Social Media Sites:

The City of Broken Arrow's Director of Information Technology will maintain a list of all City social media sites, including login and password information. Only authorized City email addresses may be used to establish and administer social media accounts. Personal e-mail addresses are not permitted for this use. Account login and password information must be kept confidential and changed at an interval determined by the City of Broken Arrow's Director of Information Technology.

Departments utilizing a social media site will inform the City Manager of any new social media sites or administrative changes to existing sites and each department utilizing a social media site shall appoint a department contact responsible for enforcement of this Social Media Policy, Procedures and Guidelines.

The City of Broken Arrow must be able to immediately edit or remove content from social media sites.

The best, most appropriate City of Broken Arrow uses of social media tools fall into two categories:

- As channels for disseminating time-sensitive information in a rapid manner
- As marketing/promotional channel to increase the City's ability to broadcast its messages to the widest possible audience

The City of Broken Arrow website, www.brokenarrowok.gov, will remain the City's primary and predominant Internet presence.

- Wherever possible, content posted to the City of Broken Arrow social media sites will also be available on the City's main website.
- Wherever possible, content posted to the City of Broken Arrow social media sites should contain links directing users back to the City's official website for in-depth information, forms, documents or online services necessary to conduct business with the City of Broken Arrow.

Only individuals authorized by the City of Broken Arrow may publish content to the City's website or social media sites.

Each department's appointed contact person is responsible for the content and upkeep of any social media sites their department may create.

Social Media content postings should enhance the City of Broken Arrow's communication efforts.

Information posted should be relevant and timely and should not be designed to raise partisan questions, issues or promote a political agenda or campaign.

When the commenting functionality is used, all comments must be regularly moderated by the department's appointed contact person. Questions must be answered quickly and accurately.

Restrictions on Content

City of Broken Arrow social media site articles and comments containing any of the following forms of content shall not be allowed.

a. Comments not topically related to the particular social media article being commented upon;
b. Comments in support of or opposition to political campaigns or ballot measures;

c. Profane language or content;
d. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or other status protected by law;
e. Obscene sexual content or links to obscene sexual content;
f. Solicitations of commerce;
g. Illegal activity or encouragement thereto;
h. Information that may tend to compromise the safety or security of the public or public systems; or
i. Content that violates a legal ownership interest of any other party;
j. Violent or threatening language; or
k. Disclosure of confidential, sensitive, or proprietary information.

The restrictions on content identified immediately above shall be displayed to users of the social media platform or made available by hyperlink. The restrictions on content identified immediately above shall also apply to all employees using social media or social networking networks for work purposes. Employees using social media or social networking networks for work purposes shall also refrain from posting or otherwise sharing any content containing any of the following:

a. Abusive behavior and bullying or language or tone;
b. Conduct or encouragement of illegal activity; and
c. Disclosure of information which the City of Broken Arrow and its employees are required to keep confidential by law, regulation, or internal policy

Employees using social medial or social networking networks for work purposes shall not engage in any viewpoint discrimination; such prohibition includes *inter alia* a prohibition on deleting posts/comments/links with opposing viewpoints and blocking individuals with opposing viewpoints from viewing or posting to the City's social media account.

All City of Broken Arrow social media sites shall comply with City of Broken Arrow administrative procedures and policies.

All content, comments and replies posted on all City of Broken Arrow social media, Web 2.0 or social networking technology are subject to the Oklahoma Open Records Act.

All video, photo, graphics, or other materials are protected under federal copyright laws. If materials used are not created by the City, permission to use the materials must be obtained from the original source prior to use and provided to the City Manager.

If any employee responsible for maintaining content of a site, page, social media, Web 2.0 or social networking technology leaves the City of Broken Arrow, his or her access to the technology shall be removed.

The City of Broken Arrow reserves the right to restrict or remove any content that is deemed in violation of this social media policy or any applicable law.

The City of Broken Arrow will approach the use of social media tools as consistently as possible.

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Employee Windows Password Policy

In the digital age, safeguarding the City's information and user data is of paramount importance. This Windows Password Policy is established to enhance security measures, protect sensitive information, and promote best practices in password management. By adhering to these guidelines, we aim to reduce the risk of unauthorized access, data breaches, and cyber threats. This policy reflects our commitment to maintaining a secure, reliable, and trusted digital environment for all users. Your cooperation and diligence in following these requirements will help ensure the security and integrity of our systems and data. This policy aims to protect user accounts and sensitive information by enforcing strong password practices.

The City of Broken Arrow requires the below for all user passwords:

- 16 characters or more
- May not contain the user login or display name

The password contains characters from at least three of the following four categories:

- Upper case
- Lower case
- Base 10 digits (0-9)
- Special characters (~!@#$%^&*_-+=`|\(){}[]:;"'<>,.?/)

Hints for creating complex password that you can remember:

Use passphrases that are easy for you to remember (these are only examples, please make your own)

Examples:

Moonlit_Dance88!

Silent_Waters9#

I<3BonJoviAndIAlwaysWill

7BridesForSevenBrothers

MrToadsWildRide_Disney

Employee Travel and Training Policy

I. **Purpose:** To establish and clarify the parameters that must be adhered to when requesting to attend schools, conferences, conventions, job related training, or official travel and to provide employees guidance on allowable expenditures and the proper means to document those expenditures. This policy offers direction to employees who are traveling for public business purposes, which are properly approved before travel occurred, and assists with accountability of all travel expenses upon return.

II. **Policy:** The policy provides the administrative regulations governing all travel on behalf of the City of Broken Arrow. Such travel includes being away on City business, training, seminars, workshops, professional conferences overnight or local vicinity travel. To protect the interests of both the City and its employees, the following rules are a guide in determining the expenses that the City will reimburse.

The City recognizes that direct benefits accrue to the City from employee training through attendance at seminars and meetings. However, it should also be recognized that the employee personally benefits through their career development.

While this policy sets out standard guidelines for expense reimbursement, deviations from this policy may be considered on a case-by-case basis, but must be approved by management.

III. **General Provisions**

a. Travel arrangements and payment of travel expenses will be made in accordance with guidelines established herein.

b. All overnight trips must be authorized in advance by completing the Travel and Training Authorization form and signed based on the following guidelines:

- Trip estimated cost totals less than $3,499 – Department Director
- Trip estimated cost totals more than $3,500– Department Director and Finance Director
- Any employee taking more than two out-of-state trips per fiscal year must have a Travel and Training Authorization form signed by their Assistant City Manager, or the City Manager.

Once signed, forward the Travel and Training Authorization to the designee in the Finance Department.

c. Funds for travel expenses must be unencumbered and available in the current annual budget.

d. Travel expenses shall be paid only for employees representing the City of Broken Arrow. Expenses for spouses, friends, and business associates will not be reimbursed, nor shall they be charged on the city credit card.

e. For any travel that is grant funded, the travel reimbursement will be completed in accordance with the grantors policy (e.g. Oklahoma State grants will follow the State's travel policy).

f. Any travel/conference where attendance is being funded through an expense waiver with a private sector vendor must have advance approval of the appropriate Assistant City Manager or City Manager.

IV. Tulsa Metro Travel

a. Costs incurred by an employee while attending a conference, meeting, or training seminar, or while otherwise carrying out official City business within the Tulsa Metro area, will be reimbursed upon submission of appropriate Mileage and Parking Reimbursement or Trave Expense Report form.

City cars should be used for local travel if possible, and multiple attendees should carpool when practical. If private vehicles are used, mileage will be reimbursed at the current IRS established rate.

Employees who take a City vehicle home are not eligible for mileage reimbursement.

b. Mileage reimbursement will be calculated from the employee's beginning duty station for the day.

c. Include the travel route from either MapQuest or Google Maps when turning in the Mileage and Parking Reimbursement or Travel Expense Report form.

d. Mileage reimbursements must be submitted at least monthly. At fiscal year-end, reimbursement requests must be made by July 15th.

V. Out-of-Town Travel

a. Registration

i. The City will pay the registration for City-related workshops, conferences and seminars via City Credit Card or a Payment Authorization. Special events and tours that are not job-related and are leisure activities are not allowable expenses.

ii. Reimbursement will not be made for meals provided at a hotel, conference, seminar, or convention when a meal(s) is included as part of the registration, or otherwise provided at no charge. Whether or not the employee partakes in the meal is not a consideration when deducting this amount from per diem. A continental breakfast will not be deducted from per diem amounts. If the employee has any dietary restrictions and will not be able to partake in an otherwise provided meal the City will pay per diem for that meal(s).

b. **Transportation –** Employees are expected to utilize the most economic mode of transportation available. Each department is responsible for making transportation arraignments.

i. **Commercial Airfare** – Air travel should be considered when travel distance exceeds two hundred miles one way. The City will pre-pay expenses for airfare or public transportation. These expenses should not exceed the cost of a round trip coach ticket with no add-ons (extra leg room, early boarding, etc.) fees.

ii. **Rental Vehicle** – Rental of a vehicle while attending a conference is not normally an eligible expense. However, it is recognized that under some circumstances a rental may be necessary and approved by the appropriate department head prior to travel. Rental cars will be limited to a standard size vehicle. When renting a car for travel (per policy), you will need to purchase insurance coverage with the rental contract as opposed to using the coverage through the City's self-insurance. Documentation for the justification is required when submitting the Travel Expense Report.

iii. **Ground Transportation and Parking** – Cab fare (e.g. taxi, uber or lyft), tolls, shuttles and parking fees incurred while on City business are eligible expenses. Parking at the airport will be reimbursed at the lowest rate available.

iv. **City Vehicle** – Employees are encouraged to use a City owned vehicle when traveling on City business. Reimbursements when using a city vehicle are limited to tolls, gasoline, parking and other related expenses

enroute to and from destination. Reimbursement will be made only for expenses justified with itemized receipts.

v. **Private Vehicle** – In certain limited circumstances travel in a privately owned vehicle maybe permitted with prior approval of the Department Director.

1. Reimbursement amounts will be the IRS established rate at the time of travel. Mileage reimbursement will be calculated from the Traveler's beginning duty station. Include the travel route from either MapQuest or Google Maps for reimbursement consideration.

2. Toll fees and parking fees for a private vehicle are eligible expenses for reimbursement. The City will be responsible for no other automobile expenses when a private vehicle is utilized.

3. If an employee requests to use a private vehicle for travel that normally would be provided by airfare, the employee's reimbursement will not exceed the cost of the most economical airfare. Due to fluctuations in airfare, the comparison rate will be established and documented, in writing, and attached to the Travel and Training Authorization and approved by the Department Director at the time other reservations are made.

4. No lodging in route (round trip) will be allowed for any employee electing to drive a private vehicle when air flights are available, unless carpooling is shown to reduce the overall cost of the trip.

5. Employees may use a City credit card or will be reimbursed for parking, toll fees, etc., at actual cost when itemized receipts are provided.

c. Lodging

i. The City will pay for reasonable and appropriate actual lodging expenses upon submission of an itemized hotel receipt for a destination in excess of 60 miles, unless approved by the Department Director and Assistant City Manager. Employees are encouraged to inquire about discounted or government lodging rates.

ii. Employees are encouraged to secure lodging at a conference-hosted hotel at the conference discount rate.

iii. The City will not reimburse for unreasonable or inappropriate expenses charged to the room (such as charges for suite upgrades, sitting rooms, movies, room service, valet parking, mini bar charges or other higher cost arrangements). Any amount that is charged to a City credit card that is deemed un-reimbursable will be reimbursed to the City by the Traveler within ten days of returning.

d. Meals

i. Payment for meals are on based the GSA per diem rate for meals and incidentals expense (incidental expenses: fees and tips given to porters, baggage carriers, hotel staff, and staff on ships).

ii. Alcoholic beverages are not reimbursable under any circumstance.

iii. Meals will be reimbursed for City of Broken Arrow employees only. The City will not pay for non-employee meals unless authorized by the Department Director or the City Manager when necessary.

iv. Amounts shown below include food, taxes and tips. Receipts for meals are not required. Reimbursement will not be made for meals provided at a hotel, conference, seminar, or convention when a meal(s) is included in the registration or otherwise provided at no charge. A continental breakfast will not be deducted from per diem amounts. Meals not included in registration fees are eligible for reimbursement per meal as follows:

Breakfast 20% of Per Diem Rate
Lunch 30% of Per Diem Rate
Dinner 50% of Per Diem Rate

For departures **to** the destination city, the following times should be used to determine the percentage of the per diem amount which is allowable:

Before 9:00 a.m.	100%
Between 9:00 a.m.-11:59 a.m.	80%
After 12:00 p.m.	50%

For arrivals **from** the destination city, the following times should be used to determine the percentage of the per diem amount which is allowable:

Before 11:00 a.m.	20%

Between 11:00 a.m.-6:59 p.m.	50%
After 7:00 p.m.	100%

v. Receipts do not need to be turned in for Per Diem expenses.

vi. If the employee has any dietary restrictions and will not be able to partake in an otherwise provided meal the City will pay per diem for that meal(s). To ensure the correct per diem amount is calculated, provide dietary restriction information on the Travel and Training Authorization form, Section 14 (Remarks/Justifications).

e. Miscellaneous Expense Information

i. Miscellaneous fees or expenses (e.g., baggage fees, tolls or other items) will be reimbursed at actual cost.

ii. The City will not reimburse for personal items, services, or entertainment, including without limitation toiletries, medicine, clothing, grooming, laundry, dry cleaning, movies, snacks or alcoholic beverages.

iii. The employees shall be held responsible for exercising good judgment, and being practical and reasonable with expenses incurred. Reimbursement claims that appear excessive will require additional documentation and justification. If it is determined the additional documentation is insufficient, excessive charges shall not be reimbursed.

iv. Employees must request in advance and receive approval from the Department Director and Assistant City Manager or City Manager if training travel is combined with a personal vacation. Under no circumstance will the City reimburse any personal expenses.

f. Travel Payment and Reimbursement Procedures

i. Checks are printed every Friday. To receive a reimbursement, requests must be submitted to the Finance Department by Monday morning at 9am, the week of the check run.

ii. The following must be submitted to the Finance Department Designee for an advance of per diem:

- Payment Authorization form
- Travel and Training Authorization form

- For conferences or training, include a copy of the official conference brochure or agenda and completed registration form, which indicates the meeting location, dates of the conference and costs
- Airline itinerary, ticket stubs or electronic ticket information

NOTE: If the departure date for the trip is before the next check printing, the per diem will be reimbursed when the traveler returns.

g. Travel Expense Report

i. When the traveler returns, the Travel Expense Report needs to be completed within fourteen days of travel and submitted to the Finance Department Designee.

ii. The Travel Expense Report should include all expenses from the trip.

iii. Include copies of receipts from all expenses, receipts for meals using per diem do not require receipts unless a City credit card is used for meals.

iv. If reimbursement is due, turn in a payment authorization with the Travel Expense Report.

h. Additional Information

i. Attendance and Conduct

1. Traveling on behalf of the City and using public funds is a privilege. As an employee, you are expected to attend the conference and training sessions.

2. An employee found to be absent from a substantial portion of the conference, seminar, sessions or other activity without good and justifiable cause will be subject to disciplinary actions in accordance with the applicable Personnel Policies.

3. Any employee who performs any action that reflects poorly upon the City of Broken Arrow; is involved in any conduct that is offensive; violates the common decency or morality of the community; or whose conduct is unbecoming of an employee will be subject to disciplinary actions in accordance with the City's Personnel Policies.

ii. Cancellations

1. If registration, lodging and/or transportation has been prepaid by the City and the employee is unable to complete the intended travel, the employee and sponsoring department are required to follow-up on the cancellation policy of the sponsoring organization and lodging site. All possible means are to be explored to obtain refunds, partial refunds, or options for substituting another employee.

2. The employee must provide written justification, which is approved by the Department Director, to explain and justify the reason for the inability to travel as previously arranged. This written justification must be submitted to Finance Department Designee attached to the original Travel and Training Authorization.

iii. Refunds

1. The sponsoring department and the employee have the responsibility for the oversight and administration of seeking refunds to the City and depositing those refunds with the Finance Department.

2. Any refunds the City obtains due to cancellations or overpayments must be deposited with the Finance Department. Any such refund received within the same fiscal year can be credited back to the department's budget by providing the original funding information to the Finance Department Designee with the refund.

3. If the City's refund is payable to the employee, it must be endorsed to the City, delivered to, and receipted by the Finance Department.

4. If the refund is credited to the employee's personal credit card, the claimant is responsible for reimbursing the Finance Department for any amount due to the City.

Paid Travel Time Policy

I. PURPOSE

The purpose of this policy is to establish clear guidelines for compensating non-exempt employees for travel time associated with work-related duties. This policy is more generous than the minimum requirements set forth by the Fair Labor Standards Act (FLSA) and reflects the City's commitment to fairly compensate employees for time spent traveling on City business. All City work rules must be followed, including the non-consumption of alcoholic beverages.

II. APPLICABILITY

This policy applies to all non-exempt employees of the City of Broken Arrow who are required to travel for work-related purposes. It does not apply to personal travel or to exempt employees, except where explicitly stated.

III. POLICY

A. Travel by Vehicle

1. Driving a Vehicle: Time spent driving a personal or City vehicle for work-related purposes is compensable, regardless of whether the travel occurs during regular work hours or outside of regular work hours. The exception to this is home to work travel as home to work travel time is not compensable.
2. Riding as a Passenger: All time spent riding as a passenger in a vehicle for work-related purposes is compensable, regardless of the time of day or day of the week.

B. Air Travel

1. Flight Time: All time spent on a commercial flight for work-related travel is compensable, regardless of whether it occurs during regular work hours.
2. Airport Wait Time: Employees will be compensated for up to one (1) hour of wait time prior to domestic flights and up to two (2) hours prior to international flights. Additional wait time may be compensated if required by the City (e.g., earlier reporting for security clearance).
3. Delays and Cancellations: Time spent waiting due to flight delays or cancellations is compensable unless the employee is fully relieved of all duties and free to use the time for personal purposes (e.g., during overnight layovers with no responsibilities).
4. Layovers: Time spent waiting due to flight layovers is compensable unless the employee is fully relieved of all duties and free to use the time for personal purposes (layovers when the employee may leave the airport and engage in personal business).
5. Transportation After Landing: Time spent traveling from the airport to the assigned hotel or lodging after a flight is compensable, up to one (1) hour.

C. Travel on Non-Work Days

If travel occurs on a regularly scheduled day off (e.g., weekend), all time spent traveling—including driving, riding, flying, and waiting—is compensable as long as it meets the requirements as set forth above. The department director has discretion as to whether time will be flexed for the work week (Monday-Sunday), or if hours will be considered additional work time and therefore, overtime considerations may apply.

D. Returning from Travel

When an employee returns from travel during their normal scheduled work period, the employee is required to return to the office, or use accrued vacation or compensatory time, and work the remainder of their shift. However, the department director has discretion to allow flex time if they so choose. Flex time is only allowed during any singular week (Monday-Sunday) and shall not be extended beyond the normal workweek period.

E. Extension of Travel for Vacation Purposes

When an employee utilizes vacation time or regular time off before or after the work-related travel to add leisurely travel, any time spent traveling while on vacation or time off will not be paid. Additionally, the employee must pay any amount which exceeds the normal travel expenses which would have otherwise been incurred by the City.

F. Meals and Personal Time

Meal periods during travel are not compensable unless the employee is required to perform work-related duties during the meal (e.g., working meals with clients or supervisors). Personal time (e.g., sightseeing or entertainment during travel) is not compensable.

G. Overnight Travel

Time spent during after-hours voluntary functions is not compensable. Any time spent where alcohol is served is not compensable. Regular sleep periods or personal time at the hotel are not compensable unless the employee is called upon to perform work duties.

IV. PROCEDURES

1. Advance Approval: All travel must be pre-approved by the employee's supervisor or department head.
2. Timekeeping: Employees are required to accurately document all compensable travel time on their timesheets using the designated timekeeping system.
3. Travel Itineraries: Employees must retain and submit relevant documentation (e.g., flight schedules, hotel confirmations) to support recorded travel time.

V. QUESTIONS

Questions regarding the interpretation or application of this policy should be directed to the Human Resources Department.

EMAIL SIGNATURES POLICY

Subject: Email Signatures Policy

1. **Purpose and Scope: The purpose of this policy is to strengthen the City's brand identity by creating consistent staff signatures on emails sent through City accounts.**

2. **Justification: All staff communications from City email accounts should reflect the** City of Broken Arrow's brand. To keep our brand identity strong and consistent, and to enhance credibility for our staff who communicate via email, all emails created by City of Broken Arrow employees and delivered via the City's email system should feature standardized email signatures.

3. **Definition:** An email signature is a small block of text appended to the end of an email in order to identify the sender and facilitate further contact. Official City of Broken Arrow email signatures establish credibility for our staff by clearly identifying them and their roles at the City. The official signature provides contact information for the employee and points email recipients to the City of Broken Arrow website, a key source of information about the City. Signatures should not contain extraneous information that may not align with the City's mission, purpose, and/or goals.

4. **Policy:** All staff shall create an email signature consistent with the City of Broken Arrow brand that will appear in email sent from City accounts. The email signature will consist of the employee's name; applicable credentials; official title; department or office name; the City name in full; the Department's physical address; the employee's office phone number and (optional) mobile phone number or fax; the employee's email address; the City of Broken Arrow Website address, www.brokenarrowok.gov, and applicable social media account hyperlinks, the City of Broken Arrow logo, and a privacy statement.

   To maintain consistency, official City of Broken Arrow email signatures will appear in the colors, font, point sizes and style indicated. (See the addendum *"Procedure for Creating Your Email Signature*," below.) Any exception to this style (because of an especially long name or title, for instance) must be approved by the City Manager.

   Employees may not create their own variations or interpretations of the official email signature style for outgoing email. Employees may not add information, including links to websites or social media accounts, to their official email signature. They may, however, create a secondary, condensed version of the email signature to use for replies/forward, providing (at minimum) their name, the name of City of Broken Arrow and a telephone number is included.

   No mottos, quotations, taglines, or other statements may be added to the approved City of Broken Arrow email signature, as these may be misunderstood as representing the City's official positions, values, and/or views. No borders, backgrounds, photos, GIFs, emojis,

logos or other images may be used in conjunction with the City of Broken Arrow email signature. The exception to the logo is the City of Broken Arrow logo.

Once an employee has created an email signature consistent with current brand standards, older email signatures should be deleted so they are not used inadvertently.

New employees will receive instruction on creating an official City of Broken Arrow email signature when their City email account is created. Current employees will receive information ("Procedure for Creating Your Email Signature") outlining the steps for creating an official City of Broken Arrow email signature. The City of Broken Arrow Help Desk can provide support for any employee who needs assistance in creating an official email signature.

5. **Enforcement:** All employees are expected to comply with this policy by creating an approved email signature and using it consistently when communicating via their City email accounts. The Human Resources Department will contact individuals whose email signatures do not comply with these brand standards to provide guidance on creating an official email signature. Should noncompliance persist, the Human Resources Department will contact the individual's supervisor and/or area City Manager to enforce compliance through appropriate means.

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Addendum: Procedure for Creating Your Email Signature

An official City of Broken Arrow email signature consists of this information:

Line 1: **First and Last Name** (text is blue; middle initial optional; title such as "Dr." is permitted, as well as any applicable credentials such as MBA, P.E., CFM, etc.)

Line 2: Your Official Title

Line 3: Your Department or Office (full name)

Line 4: {space}

Line 5: City of Broken Arrow (no abbreviations)

Line 6: 220 South First Street (or applicable location address)

Line 7: Broken Arrow, OK 74012

Line 8: Office: 918-XXX-XXXX | mobile: XXX-XXX-XXXX (mobile # is optional; fax may be used instead)

Line 9: yourname@brokenarrwook.gov | www.brokenarrowok.gov

Line 10: Social media links (if desired). Social media links may vary by department.

Below Signature: Include the logo with "*This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and, exempt from disclosure under applicable law. If you receive this message in error, you are hereby notified that the City of Broken Arrow does not consent to any reading, dissemination, distribution or copying of this message. If you have received this communication in error, please notify the sender immediately and destroy the transmitted information immediately.*"

It is created in Georgia font, and it looks like this:

Example K. McDonald
Administrative Assistant
Legal Department

City of Broken Arrow
220 South First Street

Broken Arrow, OK 74012
office: 918-259-0000 | mobile: 918-555-0000
emcdonald@brokenarrowok.gov | www.brokenarrowok.gov
facebook | twitter | youtube

BROKEN ARROW
Where opportunity lives

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you receive this message in error, you are hereby notified that the City of Broken Arrow does not consent to any reading, dissemination, distribution or copying of this message. If you have received this communication in error, please notify the sender immediately and destroy the transmitted information immediately.

How to Create Your Signature

1. **On a City computer, open a new email and click on "signature" in the tool bar at the top of the page, or follow these instructions for creating a new email signature in Outlook. Note: Procedures may vary slightly depending on the software version in use.**

2. **Once You have opened the "new message" or "new signature" box, copy and paste the example above into the box, then personalize the signature with your name and contact information.**

   If you prefer, you may type in your signature information and adjust the font, size, color, and text-style settings for each line, as shown below; leave two spaces before and after the vertical "pipe," which is located above the "backslash" symbol on your keyboard.

3. **Check that you have specified Georgia as the font and used the right type size and style for each line. Check your spelling carefully and assure that all information is correct.**
4. **Choose this new signature as the default signature for outgoing messages, or check "Automatically include my signature on new messages."**

5. **Be sure to delete any old-style signatures so they are not used inadvertently.**

6. **Save and close the box where you created your new signature. When you open a new email, your new email signature should appear.**

Your Name 14-point Bold Blue
Your Title 10-point Italic
Department or Office 10-point Italic

City of Broken Arrow 11-point Bold Regular
220 South First Street 10-point Bold
Broken Arrow, OK 74012

office: 918-259-0000 | mobile: 918-555-0000 10-point Regular
emcdonald@brokenarrowok.gov | www.brokenarrowok.gov
facebook | twitter | youtube



This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and, exempt from disclosure under applicable law. If you receive this message in error, you are hereby notified that the City of Broken Arrow does not consent to any reading, dissemination, distribution or copying of this message. If you have received this communication in error, please notify the sender immediately and destroy the transmitted information immediately.

7. **If you wish, repeat the process to add a condensed secondary signature to use for replies/forwards. This shorter signature should include (at minimum) your name, the full name of the City (no abbreviations) and your phone number.**

Use the Georgia font and correct type size and style for each line. Set this as the signature for replies/forwards only might look like:

Example K. McDonald
City of Broken Arrow
Office: 918-259-0000 | mobile: 918-938-0000

Or

Example K. McDonald
City of Broken Arrow
office: 918-259-0000 | mobile: 918-938-0000

If you need help

For assistance with creating your official email signature, contact the IT Help Desk at extension 5269.

RESPONSIBLE DEPARTMENT: HUMAN RESOURCES

EFFECTIVE: This policy is effective from the date of issuance until amended or rescinded

Dated this 2ND day of FEBRUARY, 2026.

Approval:

Michael Spurgeon, City Manager

Trevor Dennis, City Attorney

Sec. 2-146. - Employment requirements.

Any person shall be considered for employment with the City of Broken Arrow in accordance with the following:

(1)

The person meets or exceeds the established job qualifications for the position.

(2)

The person has successfully completed all required medical, psychological, written, and physical agility tests, as applicable.

(3)

The person has not pled guilty to, or been convicted of, any felony. Additionally, the person has not pled guilty to, nor been convicted of, any misdemeanor in the past five years which suggests unfitness for city employment. Unfitness is defined as conduct that directly undermines the individual's ability to perform the essential duties of the position or poses a reasonable risk to the city's operations. Examples include, but are not limited to, offenses involving dishonesty, violence, harassment, or substance abuse. Misdemeanors older than five years may be reviewed by the human resources director for relevance and rehabilitation.

(4)

The person does not have a record of prior unsatisfactory service that demonstrates unsuitability for employment.

(5)

Immediate family members by blood or marriage may be subject to special restrictions, including, but not limited to, restrictions on supervision, evaluations, promotions, discipline, and access to confidential materials.

(6)

Candidates are exempt from nepotism prohibitions except when the relationship is with the city manager, elected officials, or finance department supervisors. In such cases, employment is prohibited or restricted as specified.

(7)

Family members of the city council, city manager, or finance department supervisors are ineligible for employment.

City of Broken Arrow

Request for Action

File #: 26-632, **Version:** 1

Broken Arrow City Council
Meeting of: 05/05/2026

Title:

Approval of and authorization to execute the engagement letter with Arledge & Associates to prepare and audit the FY 26 financial statements for year ending June 2026

Background:
Two years ago, we made the switch from Crawford & Associates to Arledge & Associates to prepare our financial statements due to a shortage in staff at Crawford & Associates. The first year that Arledge prepared our financials they were late in preparing our statements. Before we engaged them for last fiscal year (FY25), I informed Jake Winkler (partner) that I expected that our financial statement would be completed no later than February 28, 2026, or we would engage in another firm. Arledge & Associates made this deadline. Therefore, staff is proposing to engage Arledge & Associates for FY 26.

Fee Schedule

Prepare the Comprehensive Financial Statements- this will be billed at an hourly rate not to exceed $63,000

Audit the financial statements according to the accounting standards and presented fairly, in all material respects in conformity with GAAP. $75,000

Single audit- (grants) $7,000

Cost: $145,000

Funding Source: Budgeted in General Fund and Broken Arrow Municipal Authority

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Arledge & Associates 2026 Engagement Letter

Recommendation:
Approval of and authorization to execute the engagement letter with Arledge & Associates to prepare and audit the FY 26 financial statements ending June 2026

Arledge
certified public accountants

FY-2026 AUDIT ENGAGEMENT LETTER

April 29, 2026

To the Honorable Mayor and Member of the City Council

We are pleased to confirm our understanding of the services we are to provide for the City of Broken Arrow, Oklahoma (the "City") for the year ended June 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

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

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

1) Schedule of expenditures of federal awards;
2) Combining Information;
3) Schedule of Debt Service Coverage; and
4) Schedule of Debt Reserve Account Balance.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered

material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on

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

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

> According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all

service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

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

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

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

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

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of

federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

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

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

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you

believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

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

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

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

Engagement Administration, Fees, and Other

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

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

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

The audit documentation for this engagement is the property of Arledge & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to State Auditor and Inspector or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Arledge & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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

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

Our fee for these services will be $75,000. Additionally, we will charge a fixed rate of $7,000 for the first major program under the single audit testing and $5,000 for each additional major program as required. Additionally, the preparation of the financial statements will be billed on a per hour basis with a maximum fee of $63,000 at our standard rates. This fixed price includes an electronic pdf copy of the report for distribution to your board members and others and 1 bound copy. Additional bound copies are available for $.50 per page. This fee includes our miscellaneous charges, such as travel and meals. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Our fee includes Single Audit services, as described above. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Reporting

We will issue written reports upon completion of our audit of the City's financial statements and Single Audit. Our reports will be addressed to the Mayor and City Council. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue reports, or withdrawing from the engagement.

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

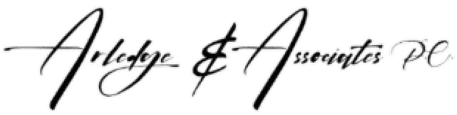
Cost of Consequential Damages

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

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

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

Sincerely,



Arledge & Associates, P.C.

RESPONSE:

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

Management signature: _____

Title: _____

Governance signature: _____

Title: _____

City of Broken Arrow

Request for Action

File #: 26-606, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:

Approval of and authorization to execute Agreement for Professional Consultant Services with Burns & McDonnell Engineering Company, Inc., for the Valley Ridge Rosser Phase 2 Subdivision Residential Streets Concrete Panel Replacement (Project Number ST25110)

Background:
Engineering & Construction Department staff negotiated a Professional Consultant Services Agreement with Burns & McDonnell Engineering Company, Inc., for design of a residential street rehabilitation project in the Valley Ridge Rosser Phase 2 subdivision. The agreement includes design services to provide plans, for bidding and construction purposes, for the rehabilitation and replacement of concrete pavement panels, curb and gutter, sidewalk, curb ramps, inlets, and adjustment of manholes and valve boxes to grade, and other miscellaneous appurtenances.

Cost: $48,747

Funding Source: 2018 GO Bond Proposition 1

Requested By: Charlie Bright, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Agreement for Professional Consultant Services

Recommendation:
Approve and authorize execution of Agreement for Professional Consultant Services with Burns & McDonnell Engineering Company, Inc.

AGREEMENT SUMMARY
CITY OF BROKEN ARROW
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. ST25110

1.0 Professional Consulting Firm:

1.1	Name:	Burns & McDonnell Engineering Company, Inc.
1.2	Telephone No.:	479-725-5460
1.3	Address:	701 N Broadway Ave, Suite 300 Oklahoma City, OK 73102

2.0 Project Name/Location: Residential Streets Concrete Panel Replacement, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for construction of Residential Streets Concrete Panel Replacement in Broken Arrow, OK, at the specified locations within this agreement. These documents shall include, but not be limited to, the following: provide the bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

4.0 Agreement Summary:

4.1 Agreement Amount:

Construction Document Phase	$ 38,000.00
Assistance During Bidding Phase	$ 2,226.00
Construction Services Phase	$ 6,440.00
Record Drawings	$ 2,081.00
TOTAL AGREEMENT AMOUNT	$ 48,747.00

4.2 Agreement Time: 104 calendar days

4.3 Estimated Construction Cost: $ 401,253.00

5.0 Agreement Approved by the Owner on: _____ 2026

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
BURNS & MCDONNELL ENGINEERING COMPANY, INC.
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST25110

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and Burns & McDonnell Engineering Company, Inc. (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER intends to repair various residential streets within the City of Broken Arrow (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

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

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

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

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

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

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

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ARTICLE 7 - STANDARD OF CARE
CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the OWNER and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY
8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

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

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

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

ARTICLE 9 - INSURANCE
During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

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

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

(REMAINDER OF PAGE INTENTIONALLY BLANK)

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY
CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

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

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

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

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

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

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

ARTICLE 16 - DELAY IN PERFORMANCE
Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not

limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

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

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

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

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

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

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

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

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

(REMAINDER OF PAGE INTENTIONALLY BLANK)

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 CONSULTANT shall demonstrate that he:

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

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

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

24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply with the requirements and obligations imposed by the Immigration Laws and set forth in Paragraphs 24.1.1, 24.1.2, and 24.1.3, above, with regards to each of the sub-contractor's employees.

24.2 CONSULTANT will indemnify, defend and hold harmless OWNER against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, CONSULTANT'S failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by CONSULTANT as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - COMMUNICATIONS

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

OWNER:	City of Broken Arrow 485 N. Poplar Avenue Broken Arrow, OK 74012 Contact: Mr. Travis Small, P.E., CFM Transportation Division Manager
CONSULTANT:	Burns & McDonnell Engineering Company, Inc 701 N Broadway Ave, Suite 300 Oklahoma City, OK 73102 479-725-5460 Contact Name: Mr. Steven Beam, P.E. Director

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

ARTICLE 26 – ELECTRONIC SIGNATURES

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

(REMAINDER OF PAGE INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:
Burns & McDonnell Engineering Company, Inc.

By: _____
Steven Beam, Director

Date: 4-28-26

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: _____
Karen S. Lasley, Project Administrator

Date: 4/28/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Arkansas)
) §
County of Washington)

Before me, a Notary Public, on this 28th day of April, 2026, personally appeared Steven Beam, known to be to be the Director of Burns & McDonnell Engineering Company, Inc., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

08-31-2028

_____
Notary Public

KAREN LASLEY
Notary Public-Arkansas
Benton County
My Commission Expires 08-31-2028
Commission # 12367950

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
BURNS & MCDONNELL ENGINEERING COMPANY, INC.
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST25110

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for repairs to various residential streets within the City of Broken Arrow. Work shall consist of the following: preparation of AutoCAD base map/drawing from aerial imagery and linework; identification of elements (i.e. concrete pavement panels, curb, curb and gutter, sidewalk, curb ramps, inlets, adjusting manholes and valve boxes to grade, and joint and crack cleaning and sealing) requiring replacement and/or rehabilitation; and preparation of construction documents. The construction documents shall consist of:

- Title
- General Notes
- Quantities & Pay Items
- Sheet Key Map
- Stormwater Pollution Prevention Plan
- Paving Repair Plan Sheets
- Project Sign Detail
- Protect-in-Place Detail
- Details Sheets

2.0 PROJECT SCOPE

2.1 The project consists of repairs to the residential streets within the Valley Ridge Rosser Phase 2 subdivision (Project No. ST25110) in accordance with all current City of Broken Arrow specifications and MUTCD requirements.

2.1.1 The CONSULTANT shall provide a base map drawing, in AutoCAD (version 2020 or newer), on which to show the work that will be necessary, consisting of the following:

2.1.1.1 Prepare an AutoCAD base map/drawing from aerial imagery for use in plan preparation.

2.1.1.2 Generate and display edge of pavement lines, back-of-curb and face-of-curb lines, concrete panel joints, sidewalk and ramps right-of-way and lot lines, driveway linework (where

applicable) and street addresses from aerial imagery. These features will not be of survey grade accuracy and represent approximate locations and dimensions.

2.1.1.3 The CONSULTANT will incorporate the furnished information into the base map drawing. The CONSULANT's field verification of utility locations shall be limited to identification of utilities based solely on observable surface evidence available at the site. A note will be added in the plan set to state that the CONTRACTOR shall be responsible for independently verifying the location and depths of all existing utilities within the project limits. The note shall further state that if conflicts are found, they must be immediately brought to the OWNER and Design Engineer's attention in writing before proceeding with work.

2.1.2 The CONSULTANT shall provide construction documents, consisting of the following:

2.1.2.1 Identification and quantification of all elements (concrete pavement panels, curb, curb and gutter, driveways, sidewalk, curb ramps, inlets, and adjusting manholes and valve boxes to grade) requiring replacement and/or rehabilitation. Sidewalk replacement shall be determined by visual inspection for obvious ADA non-compliance issues (i.e. slopes shall not be measured for compliance). Curb ramps shall be added in locations where sidewalk exists.

2.1.2.2 Preparation of construction plans and development of an engineer's opinion of probable construction cost for bidding purposes along with an Excel spreadsheet for the OWNER to utilize in preparation of the Bidding Documents.

3.0 SCOPE OF SERVICES

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

3.1.1 Document meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days, as requested.

3.1.2 Meet with the OWNER in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as project schedule and milestone dates.

3.1.3 Provide OWNER with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.

3.1.4 Meet with the OWNER to discuss review comments for the Preliminary Phase of the project, and incorporate appropriate comments into the following phase.

3.2 **CONSTRUCTION DOCUMENTS PHASE**: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.2.1 PRELIMINARY PLANS:

3.2.1.1 Perform virtual office investigation followed by a field investigation to verify, identify, delineate and quantify elements visible to CONSULTANT during the field investigation (i.e. concrete pavement panels, curb, curb and gutter, sidewalk, curb ramps, inlets, and adjusting manholes and valve boxes to grade) perceived by the CONSULTANT to require replacement and/or rehabilitation.

3.2.1.2 CONSULTANT will prepare a list of observed elements requiring replacement and/or rehabilitation, options for construction improvements to address those elements, and approximate costs thereof. This list will be provided to OWNER for review, discussion, and decision on which improvements to incorporate into the preliminary drawings.

3.2.1.3 Prepare preliminary drawings for all proposed construction plan sets.

- Title
- General Notes
- Quantities & Pay Items
- Sheet Key Map
- Stormwater Pollution Prevention Plan
- Paving Repair Plan Sheets
- Project Sign Detail
- Protect-in-Place Detail
- Miscellaneous Details

3.2.1.4 Submit a half-size (11” x 17”) PDF of all sets of preliminary plans for review by the OWNER

3.2.1.5 Submit an Engineer’s Opinion of Probable Construction Costs in PDF format for all sets of plans.

3.2.1.6 Attend meeting to review preliminary plans. It is understood that only (1) plan review meeting shall be conducted for the project.

3.2.1.7 The CONSULTANT will not be responsible for developing temporary traffic control plans. Construction notes in the plan set will state that the CONTRACTOR shall not close more than half the street at a time. The CONSULTANT will investigate and advise the OWNER during design if construction can be accomplished with this requirement.

3.2.2 FINAL PLANS:

3.2.2.1 Incorporate preliminary plan review comments and finalize all necessary design functions required to complete the final design phase of the project.

3.2.2.2 Prepare bid document quantities, in Excel format, in units compatible with OWNER requirements.

3.2.2.3 For all plan sets, submit one (1) signed/sealed unbound set of half-size (11" x 17") drawings on bond paper, a PDF copy of the plans, and one (1) set of final drawings on electronic media (AutoCAD 2020 or newer), one (1) set of special construction specifications, if needed, in PDF format, and the final Engineer's Opinion of Probable Construction Cost in PDF format.

3.3 **ASSISTANCE DURING BIDDING PHASE**: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.3.1 Assist OWNER in answering technical questions, preparing addenda and addenda plan sheets, as required.

3.4 **CONSTRUCTION SERVICES PHASE**: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following task in accordance with the schedule in Attachment E:

3.4.1 Assist OWNER in answering RFIs

3.4.2 Assist the OWNER in addressing miscellaneous construction related issues as needed.

3.4.3 Assist the OWNER with review and approval of submittals.

3.5 **RECORD DRAWINGS**:

3.5.1 Upon completion of construction, the CONSULTANT will incorporate the contractor's red-line markups of the construction drawings and submit one (1) set of record drawings on electronic media (AutoCAD 2020 or newer version).

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ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
BURNS & MCDONNELL ENGINEERING COMPANY, INC.
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST25110

ORGANIZATION OF SUBMITTAL DOCUMENTS

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

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

1.1 Title Sheet
1.2 Typical Section(s)
1.3 Pay Items and Notes Sheet
1.4 Stormwater Pollution Prevention Plan
1.5 Paving Repair Plan Sheets
1.7. Project Sign Detail
1.8 Protect-in-Place Detail
1.6 Miscellaneous Details

2.0 SPECIAL CONSTRUCTION SPECIFICATIONS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, special construction specifications, if needed.

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ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
BURNS & MCDONNELL ENGINEERING COMPANY, INC.
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST25110

COMPENSATION AND ADDITIONAL SERVICES

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

1.0 BASIC COMPENSATION

The basic compensation for the CONSULTANT to perform the duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

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

1.2 Assistance During Bidding Phase Payment: The OWNER shall pay the CONSULTANT an hourly not-to-exceed amount of **$2,226.00** (based upon rates provided in Section 2.0). This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Construction Services Phase Payment: The OWNER shall pay the CONSULTANT an hourly not-to-exceed amount of **$6,440.00** (based upon rates provided in Section 2.0). This amount includes labor, material, overhead and profit associated with the Scope of Services.

1.4 Record Drawings Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **$2,081.00** for the completion of the Record Drawings. This amount includes all labor, material, overhead and profit associated with the Scope of Services

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Attachment F (attached hereto) include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit.

3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

6.0 ADJUSTMENT CLAUSE

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

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ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
BURNS & MCDONNELL ENGINEERING COMPANY, INC.
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST25110

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

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

1.0 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

2.0 SPECIAL CONDITIONS

2.1 None

ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
BURNS & MCDONNELL ENGINEERING COMPANY, INC.
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST25110

PROJECT SCHEDULE

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

1.0 CONSTRUCTION DOCUMENTS PHASE:

1.1 Notice to Proceed:
1.2 Preparation of Base Map & Report: 30 calendar days
1.3 Owner Review: 7 calendar days
1.4 Preparation of Preliminary Plans: 30 calendar days
1.5 Owner Review: 7 calendar days
1.6 Preparation of Final Plans (signed/sealed): 30 calendar days
1.7 Total: 104 calendar days

2.0 ASSISTANCE DURING BIDDING PHASE:

2.1 Answer technical questions and prepare addenda: To be determined

3.0 CONSTRUCTION SERVICES PHASE:

3.1 Answer RFI's, address construction related issues, and review and approve submittals as needed: To be determined

4.0 RECORD DRAWINGS:

4.1 Record Drawings: 30 days after receipt of contractor's red-lines

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ATTACHMENT F
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
BURNS & MCDONNELL ENGINEERING COMPANY, INC.
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST25110

HOURLY RATE SCHEDULE

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THRU DECEMBER 31, 2026

CONTRACT TITLES AND BILL RATES	
Title	**Hourly Billing Rate**
Principal	$ 295.00
Project Director	$ 285.00
Project Manager	$ 260.00
Assistant Project Manager	$ 230.00
Senior Resident Engineer	$ 210.00
Resident Engineer	$ 170.00
Project Assistant/Administrator	$ 160.00
CAD	$ 135.00
Designer	$ 175.00
Senior Public Involvement	$ 200.00
Public Involvement	$ 175.00
Associate Civil Engineer	$ 265.00
Senior Civil Engineer	$ 220.00
Staff Civil Engineer	$ 185.00
Assistant Civil Engineer	$ 165.00
Senior Estimator	$ 240.00
Estimator	$ 185.00
Construction Manager	$ 270.00
Assistant Construction Manager	$ 210.00
Associate Environmental Scientist	$ 275.00
Senior Environmental Scientist	$ 240.00
Staff Environmental Scientist	$ 185.00
Assistant Environmental Scientist	$ 155.00

Notes:

1. For any non-exempt personnel, approved overtime will be billed at 1.5 times the hourly labor billing rates shown.
2. For outside expenses incurred by the Design Subconsultant, such as authorized travel and subsistence, and for services rendered by others, Owner/Client shall pay the cost plus any mark-up identified in the Agreement.
3. The services of contract/agency and/or any personnel of a subsidiary to Consultant or its affiliates shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Consultant.
4. The rates shown above are effective for services through the dates shown and are subject to revision thereafter.

PLAT # 3908

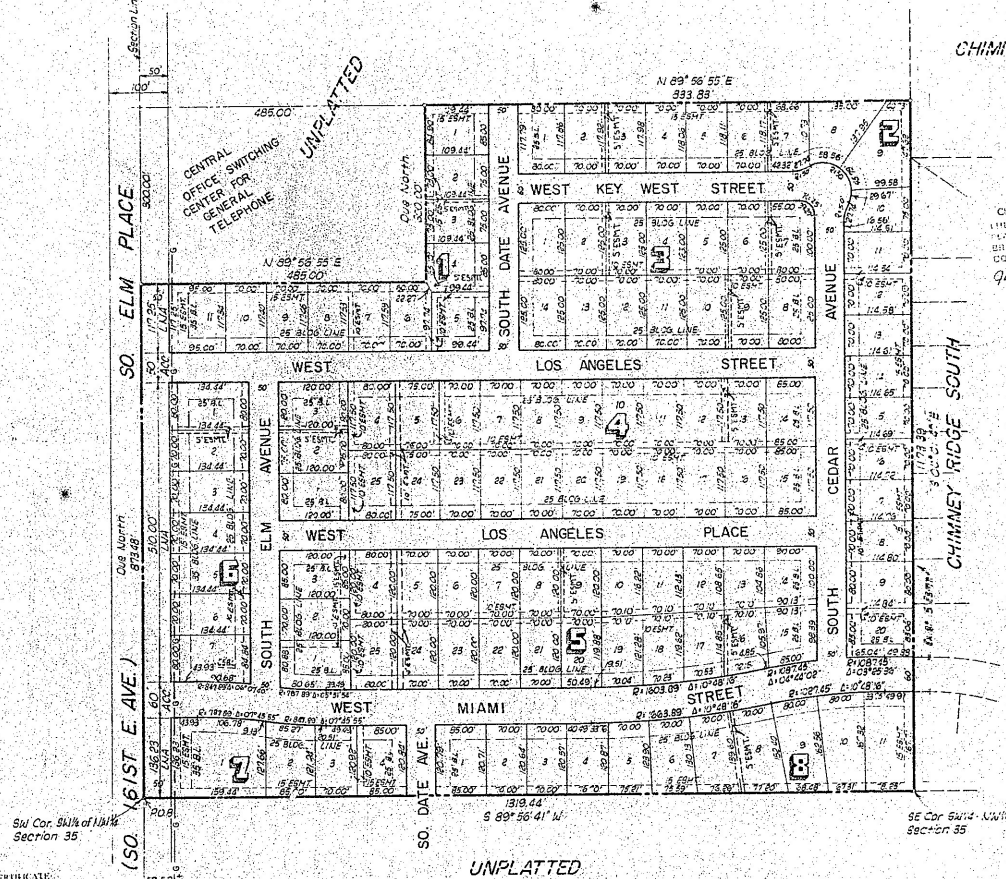
763761

STATE of OKLAHOMA } SS.
COUNTY of TULSA }
I, Anita Norfolk, County Clerk, in and for the County and State above named, do hereby certify that the foregoing is a true and correct copy of a like instrument now on file in my office.
Dated the 22 Day of April 1972
ANITA NORFOLK, County Clerk
By Blanche Gilmore Deputy

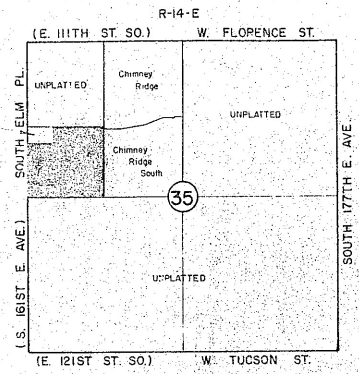
VALLEY RIDGE

AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA
A SUBDIVISION OF A PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 35, T-18-N, R-14-E

A REPLATTING OF ROSSER ESTATES ADDITION



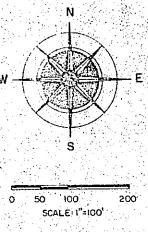
CERTIFICATE OF APPROVAL
I HEREBY CERTIFY THAT THE FOREGOING PLAT WAS DULY APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BROKEN ARROW, OKLAHOMA, ON THIS 12th DAY OF June, 1972
Jim Whitlock, Secretary



OWNER - DEVELOPER:
VALLEY RIDGE DEVELOPMENT, INC.
107 SOUTH ASH AVENUE
BROKEN ARROW, OKLAHOMA
1-918-258-3505

ENGINEERS:
FINLEY ENGINEERING COMPANY
2300 E. 14TH STREET
TULSA, OKLAHOMA
1-918-939-0075

ADDITION CONTAINS:
32.20 ACRES
117 RESIDENTIAL LOTS



CERTIFICATE

As provided in Title 68, Chapter 13, Section 541 of the Oklahoma Statutes, I hereby certify that ad valorem taxes have been paid as collected by the County Treasurer for the year 19 71 on the land described in the foregoing plat, Section 35, T-18-N, R-14-E, Tulsa County, Oklahoma, in the amount of $ 1331.00 per receipt no. [illegible] issued by the County Treasurer, and that there are no unpaid taxes against any of the land platted as shown by the records in my office.

Dated this 7th day of June, 19 72

JOHN F. CANTRELL
TULSA COUNTY TREASURER
By [illegible] Deputy

City of Broken Arrow

Request for Action

File #: 26-592, **Version:** 1

Broken Arrow City Council
Meeting of: May 5, 2026

Title:

Approval of and authorization to execute an agreement with Citrine LLC (Citrine) for lock out tag out (LOTO) procedures for city buildings, or take other necessary action

Background:

The City of Broken Arrow issued a Request for Proposal (RFP) No. 26.149 seeking qualified firms to provide Lockout/Tagout (LOTO) Procedure Development Services. The purpose of this project is to develop equipment-specific energy control procedures for City facilities, including City Hall and the Field Services Building.

This initiative supports the City's commitment to employee safety and regulatory compliance by ensuring adherence to applicable Occupational Safety and Health Administration (OSHA) standards, specifically 29 CFR 1910.147 - Control of Hazardous Energy (Lockout/Tagout), as well as applicable Oklahoma Administrative Code requirements.

Proposals were solicited and evaluated by a review committee consisting of the Human Resources Director, Maintenance Services Director, Training & Development Manager, and Building Maintenance Manager. The evaluation process considered relevant experience and qualifications, understanding of the scope and methodology, project approach and timeline, and cost effectiveness.

The City currently requires comprehensive, equipment-specific LOTO procedures to:

- Ensure compliance with OSHA/PEOSH safety standards
- Reduce the risk of employee injury during servicing and maintenance activities
- Standardize safety procedures across City facilities
- Provide clear, accessible documentation for employees working with hazardous energy systems

Proposals were received from five (5) respondents. After a thorough review of all proposals, the review committee is recommending approval of an agreement with Citrine. The selected contractor will conduct on-site assessments, identify all applicable equipment, and develop detailed, compliant procedures for each piece of energized equipment, including step-by-step instructions, energy isolation methods, and verification processes. The estimated cost of this project for City Hall and the Field Services Building is $27,791.70 with up to 50 pieces of equipment inventoried and linked to the appropriate LOTO procedure. If there are more than 50 pieces of equipment, the cost per piece of equipment will be $349.18. The contract will not exceed $40,000.

Cost: base cost $27,791.70, not to exceed $40,000

Funding Source: Human Resources Professional Services 11011020 530870

Requested By: Kelly Cox, Human Resources Director

Approved By: City Manager's Office

Attachments: 26.149-Lockout Tagout Procedure Development Services
Citrine Proposal
Ironwood Proposal
Jacobs Proposal
Lighthouse Proposal
PeopleCore Proposal
LOTO Combined scores

Recommendation:
Approve and execute an agreement with Citrine LLC (Citrine) for Lockout/Tagout (LOTO) Procedure Development Services

REQUEST FOR PROPOSALS 26.149

Lockout/Tagout (LOTO) Written Procedure Development Services

BROKEN ARROW

Where opportunity lives

CITY OF BROKEN ARROW, OKLAHOMA

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ADVERTISEMENT & NOTICE

REQUEST FOR PROPOSAL (RFP) 26.149
Lockout
City of Broken Arrow, Oklahoma

The City of Broken Arrow, Oklahoma is hereby soliciting sealed proposals for Lockout/Tagout Procedure Development Services. Proposals will be received by the Human Resources Office until **April 23, 2026.** Proposals will be received only in the Human Resource's office address shown below.

All proposals must be submitted in accordance with the RFP specifications which may be obtained during normal business hours from (8:00 a.m. to 5:00 p.m.):

City of Broken Arrow
Human Resources
P. O. Box 610
201 E. Commercial Street
Broken Arrow, OK 74013
918-259-6508 Office
918-251-9210 Fax

Proposals will be evaluated as described herein. The City reserves the right to accept part, or all, of any specific proposal(s) and to waive or disregard minor irregularities, informalities, or deficiencies. The City further reserves the right to reject all proposals, or part of any specific proposal, to hold all proposals in force and effective for ninety (90) calendar days after date of opening, to waive any informalities in the proposal(s) and to postpone, or cancel, the proposal opening date for cause or convenience.

I. Introduction and Purpose

The City of Broken Arrow ("City") is seeking proposals from qualified contractors to develop equipment-specific Lockout/Tagout (LOTO) procedures for all applicable machinery and equipment located at City Hall, 220 South First Street, and the Field Services Building, 2300 South 1st Place.

The selected contractor will be responsible for conducting on-site assessments and producing OSHA-compliant, detailed, equipment-specific energy control procedures in accordance with applicable safety standards.

II. Instructions to Proposers

A. Responses must be received in a sealed envelope and clearly marked as "**RFP – Lockout/Tagout Procedure Development Services**" (one original and 4 copies) and must be received no later than 4:30pm on April 23, 2026. Responses to this RFP received after this date and time will not be viewed.

B. The envelope or container transmitting the proposals must be sealed, labeled and addressed as follows:

City of Broken Arrow, Human Resources
PO Box 610
Broken Arrow, OK 74013
RFP –Lockout/Tagout Procedure Development Services 26.149

C. **Four (4) copies** of each proposal must be submitted together with **one unbound original** (for reproduction by the City Staff) and **one .pdf version**. Any proposal not submitted in compliance with the instructions contained in this section and/or not containing the information requested by Section VI may be declared "non-responsive" and will not be considered.

D. The City of Broken Arrow will accept proposals that meet the requirements in this request for proposal to provide Lockout/Tagout Procedure Development Services as described herein.

E. Any person, vendor, or corporation, able to meet the requirements of this RFP is invited to respond to this RFP. Proposals will be bound by the provisions contained in this RFP, unless an amendment or deviation is formally approved and distributed by the City.

E. This RFP represents in writing to all proposers the most comprehensive and definite statement that the City is able to make as to the requirements, terms, and conditions for this proposal process and needs for service. Information and understandings, verbal or written, which are not contained either in this RFP, or in subsequent written addenda to this RFP, will not be considered in evaluating proposals. Any conditions or expectations

on the part of the proposer for performance by the City must be set forth in the proposal. The City is not obligated to consider the proposer's post submittal terms and conditions.

F. The City of Broken Arrow reserves the right to amend this RFP at any time prior to the time for receipt of proposals. The City further reserves the right to cancel this RFP, in whole or in part, at any time whenever such an act is deemed in the best interest of the City.

G. The City may request additions or modifications to any proposal as part of the negotiation process leading to the selection of a service provider. It is the intent of the City not to negotiate substantive portions of an applicant's proposal, but to rely on the information submitted in these proposals in awarding a contract.

H. The City reserves the right to award the contract without further discussion on the proposals submitted. The City and its designees also reserve the right to reject and/or accept any and all proposals received or parts thereof. The City retains the right to waive any minor irregularities in any proposal submitted. The City may make such investigations it deems necessary to determine the ability of the proposer to provide/perform as sought by the City, and the proposer shall provide relevant information as requested.

I. The City will not pay any costs incurred in preparing and submitting the proposal, or be required to contract for the services specified.

J. Acceptance by the successful proposer of an award from this proposal indicates that the successful candidate is in no way currently an officer of the City of Broken Arrow or is indebted to the City of Broken Arrow. Indebtedness to any of the above shall be basis for non-award and/or cancellation of any award.

K. Any questions concerning proposal results should be directed to Kelly Cox, Human Resources Director at 918-259-6508.

L. Requests for clarification of any items, requirements or specifications contained herein must be received by the City, **IN WRITING**, no later than the close of business on April 10, 2026. Upon receipt of a request for clarification, the City shall respond in writing no later than April 17, 2026, and shall furnish a copy of said response to all prospective proposers who have obtained copies of the "Request for Proposals" if the response materially changes the RFP or is deemed significant. The procedure outlined above shall be followed in order to ensure competitive fairness by providing all prospective proposers with the same information. Except when in the City's best interest, the names of prospective proposers will not be divulged. In order to be provided a copy of the clarification questions/answers, proposers must submit the acknowledgement form, located at the end of this RFP, signed by an authorized person. Failure of receipt of the acknowledgement form will exclude those individuals, businesses and firms from receiving a copy of the clarification questions/answers. Questions can be emailed to kcox@brokenarrowok.gov. The City will not be held liable for emails not received.

M. All proposals will be reviewed by a committee comprised of the Director of Human Resources, Training & Development Manager, Maintenance Services Director, and Building Maintenance Manager.

N. Proposals must be signed by a corporate officer authorized to commit the submitting vendor, and shall remain in full force and effective for ninety (90) calendar days following the date of opening. Proposals may be withdrawn prior to opening only. Negligence on the part of the proposer shall not constitute a right to withdraw the proposal after it is opened.

O. There is no guarantee of any minimum amount of services that may be requested during the term of the contract.

III. Schedule of Events

The City of Broken Arrow will make efforts to adhere to the following schedule:

Event	Date
RFP Release Date	April 2, 2026
Proposal Due Date	April 23, 2026
Proposal Reviews	April 24, 2026
Anticipated Contract Award	May 5, 2026
Project Kickoff	May 6, 2026
Site Visits	May 6-May 8, 2026
Draft procedure delivery	June 1, 2026
Final deliverables	June 5, 2026

IV. Project Objectives

The city seeks to establish a contract for the following services:

a. Ensure full compliance with OSHA 29 CFR 1910.147-The Control of Hazardous Energy (Lockout/Tagout), and OAC 380:40-1-22.
b. Identify all equipment/machinery that requires individualized LOTO procedures
c. Develop clear, accurate, and user-friendly LOTO procedures
d. Enhance employee safety and reduce risk of injury during servicing and maintenance activities
e. Standardize LOTO documentation across facilities

Interested proposers shall complete and return the acknowledgement form upon receipt of this request for proposal.

V. Scope of Services

The contractor shall provide all labor, expertise, materials, and equipment necessary to complete the following:

A. Facility & Equipment Assessment
   a. Conduct site visits at:
      - City Hall-220 S. First Street, Broken Arrow, OK
      - Field Operations Center, 2300 South 1st Place, Broken Arrow, OK
   b. Identify and inventory all equipment requiring LOTO procedures
   c. Evaluate all energy sources (electrical, mechanical, hydraulic, pneumatic, thermal, etc.)

B. Procedure Development
   a. Develop individual, machine-specific LOTO procedures for each applicable piece of equipment
   b. Each procedure shall include:
      - Equipment identification (name, location, ID if applicable)
      - Type(s) of hazardous energy
      - Detailed shutdown procedures
      - Isolation steps
      - Lockout/tagout application steps
      - Stored energy release methods
      - Verification of isolation
      - Restart procedures
   c. Include clear step-by-step instructions with photos/visual aids where applicable

C. Documentation & Deliverables
   a. Provide procedures in both:
      - Editable digital format (Microsoft Word preferred)
      - PDF format for field use
   b. Ensure procedures are:
      - Easy to understand for employees
      - Compliant with OSHA standards
      - Consistent in format and branding
   c. Provide a master equipment list and index of all procedures

D. Compliance Review
   a. Ensure all procedures meet or exceed:
      - OSHA standards (29 CFR 1910.147)
      - Industry best practices

VI. Contractor Qualifications

Proposers should demonstrate:

- Experience developing LOTO procedures for municipalities or similar organizations
- Knowledge of OSHA safety standards
- Experience with multi-facility assessments

- Ability to produce high-quality, field-ready documentation

VII. Proposal Submission Requirements and Response Format

Proposers are responsible for preparing an effective, clear, and concise proposal. In order to be considered for selection, proposer must submit a complete response to this Request for Proposal that includes the following mandatory information and/or requirements in the following format. Failure to provide any of the information requested below may be cause for the proposal to be rejected.

A. A Request for Proposal cover letter introducing the Business, Individual or Firm and the individual who will be the primary contact person. Proposals must be signed by a corporate officer authorized to obligate the business, individual, or firm, and shall remain in full force and effective for ninety (90) calendar days following the date of opening. Proposals may be withdrawn prior to opening only. Negligence on the part of the proposer shall not constitute a right to withdraw the proposal after it is opened.

B. Background information including specific qualifications and recent experience must be included. Failure to provide this information may be cause for the proposal to be rejected:

   a. Describe your organizational structure and explain how your organization qualifies to be responsive to the requirements of this RFP.
   b. Describe experience providing recent similar services as required in this Request for Proposal.
   c. Provide a project staffing organizational chart listing proposed personnel assigned to this project. Include assigned duties, and comprehensive resumes for each individual listed. Resumes must list education, training, professional work experience, and a listing of work performed comparable to that described within this Request for Proposal.
   d. Describe any unique tools or services your company provides and how you rise above your competitors.
   e. Describe the methodology for identifying equipment and developing procedures
   f. Describe the approach to ensure accuracy and compliance
   g. References: Provide a list of at least four (4) clients for whom you have conducted business. Indicate the client organization name, contact person, phone number, and how long you have provided them services.
   h. Provide an overview of the cost and fee structure associated with your solution offerings, which may include the total project cost, cost per piece of equipment (if applicable), and any separate pricing for optional services.
   i. Estimated project duration and milestones.
   j. Provide any fees/training/documentation costs, if any, which may be associated with your services.
   k. Please list any service(s) that must be purchased separately.

C. Submit four (4) originals and one (1) electronic copy of the proposal to the Human Resources Director of the City of Broken Arrow per the direction and address included on page one of this document. Responses must be received in a sealed envelope and clearly marked as "RFP-Lockout/Tagout Procedure Development Services 26.149". Responses to this RFP must be received no later than 4:30pm on April 23, 2026. Responses received after this date and time will not be viewed.

D. By submitting a proposal, the vendor is verifying it has Workers' Compensation consistent with appropriate coverage as required by the State of Oklahoma. The proposer is also verifying they have Commercial General Liability, Professional Liability, personal injury and property damage liability, contractual liability, independent consultant's liability, and automobile liability insurance from an A.M. Best Rated A+ insurer, with minimum combined liability limits of One Million Dollars ($1,000,000) per occurrence, and a maximum deductible of One Thousand Dollars ($1,000) per occurrence and that the City will be named as Additional Insured with all the appropriate endorsements.

VIII. Selection Process

Each proposal received will be evaluated and reviewed to determine if it meets the stated requirements in this Request for Proposal. The City's purpose in soliciting proposals is to determine and select the best qualified firm with which to negotiate a contract at the best possible price. In order to accomplish this objective, the following evaluation criteria and procedure will be used:

Evaluation Criteria

	Points
Relevant Experience and Qualifications Our evaluation will include an assessment of the history of your company, your experience as it relates to the requirements within this RFP, evidence of past performance, quality and relevance of past work, references, and related items.	30
Understanding of scope and methodology Our evaluation will include an assessment of the qualifications and experience of your management team, staff and personnel assigned to our team.	20
Work Plan, Approach and Timing Our evaluation of the effectiveness of your services and the timeline associated with the project	30
Cost Effectiveness Effectiveness and efficiency of costs	20
Total	100

IX. General Information

The City of Broken Arrow reserves the right to reject any or all proposals and will not be liable for any costs incurred by responding firms relating to the preparation and submittal of proposals, making of initial presentation to the City, negotiating a contract for services, or any other expense

incurred by the proposer prior to the date of an executed contract. In addition, no proposer shall include any such expenses as part of the price proposed to conduct the scope of work for this project.

A. Proposals must be valid for 90 calendar days beginning April 23, 2026.

B. The City reserves the right to expand or diminish the scope of the work subject to negotiation with the successful proposer.

C. The City is not required to select the proposal that may indicate the lowest price or costs. The City expressly reserves the right to reject all proposals at its sole discretion and opinion, without indicating any reason(s) for such rejection. If all proposals are rejected, the City may or may not request additional proposals. The City may withdraw this RFP at any time without advance notice.

D. The successful firm shall defend, indemnify, save and hold harmless the City of Broken Arrow, its officers, agents, and employees, from any demands, claims, suits, damages, or actions that may be brought by third persons on account of bodily injury or death; personal injury; damage to property or personal interest; or violation of any law, regulation or ordinance; where the third person's loss, demand, claim, suit, damages, or action arises in whole or part out of any negligent or other act or omission of the successful firm or its officers, employees, and agents, while performing the services agreed to save and except those actions arising out of the sole negligence of the City.

E. The successful firm shall submit appropriate evidence of required insurance coverages, licenses, or permits prior to the effectuation of any contract for services described herein, as required by the City.

F. The successful firm shall not transfer the responsibility for any part of their contractual obligation without prior written approval of the City Manager of the City of Broken Arrow.

G. The City reserves the right to terminate the agreement upon giving the successful firm 15 days' written notice of termination.

H. In the event it becomes necessary to revise any part of this Request for Proposal, an addendum will be provided in writing to all individuals, businesses and firms receiving the Request for Proposal from the City. The City reserves the right to terminate the agreement upon giving the successful firm 15 days' written notice of termination.

I. Inquiries to this Request for Proposal/Information should be addressed via email to:

Kelly Cox, Human Resources Director
City of Broken Arrow, OK
PO Box 610
Broken Arrow, OK 74013
918-259-6508 kcox@brokenarrowok.gov

X. ACKNOWLEDGEMENT

ACKNOWLEDGEMENT OF THIS "REQUEST FOR PROPOSAL" (RFP) MUST BE RECEIVED BY THE CITY IN ORDER FOR YOU TO RECEIVE ADDENDUMS (i.e. Updates or changes to the packet).

PLEASE COMPLETE BELOW AND EMAIL TO kcox@brokenarrowok.gov IMMEDIATELY UPON RECEIPT OF THIS PACKET so that you will receive any changes or updates as they occur. If we do not receive this form from you, any updates or changes that you do not receive are not the responsibility of the City.

ITEM/SERVICE SOUGHT BY "RFP": Lockout/Tagout Procedure Development Services 26.149

DATE RECEIVED: _____

RECIPIENT: _____ (NAME)

_____ (ADDRESS)

_____

_____

_____ (PHONE)

_____ (FAX)

_____ (E-MAIL)

_____ _____

PRINTED NAME SIGNATURE

Lockout/Tagout Procedure Development Services

City of Broken Arrow
Broken Arrow, OK

RFP: 26.149

April 23, 2026

Cage: 7PL41
UEI:JKPGTKHSKRP4
Tax ID:47-3017768

ATTN:
Kelly Cox
Human Resources Director
kcox@brokenarrowok.gov

POC:
Jeff Abbate, Principal, Project Manager
303.325.3460; jeffa@citrinellc.com
710 Kipling St., #406, Lakewood, CO 80215



Citrine®

Engineering I Consulting I Commissioning I Construction

Lakewood, CO • Grand Junction, CO • Albuquerque, NM
www.CitrineLLC.com

This quote includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this quote. If, however, a Blank Purchase Agreement (BPA) or BPA call is awarded to this Offerors as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resultant BPA or BPA call. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets of this quote.

Citrine LLC
710 Kipling St., #406
Lakewood, CO 80215
www.CitrineLLC.com

April 23, 2026

City of Broken Arrow, Human Resources
P.O. Box 610
201 E. Commercial Street
Broken Arrow, OK 74013
Human Resources Director: Kelly Cox

RE: Lockout/Tagout (LOTO) Written Procedure Development Services; Request for Proposals 26.149

Dear Kelly,

Citrine LLC (Citrine) is pleased to present our response to RFP Number: 26.149 for the Lockout/Tagout Written Procedure Development Services for the City of Broken Arrow, Oklahoma.

Founded in 2015, Citrine LLC is a consulting firm specializing in engineering design, construction management, commissioning, and electrical safety services, with expertise in Lockout/Tagout (LOTO) program development. Citrine is a Service-Disabled Veteran-Owned Small Business (SDVOSB), Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE), and Minority Woman Owned Business Enterprise (MWBE) with offices in Lakewood and Grand Junction, Colorado, and Albuquerque, New Mexico.

Citrine brings extensive experience supporting public-sector and industrial clients with safety-focused programs, delivering high-quality, compliant, and field-ready solutions tailored to operational environments. Our team provides a wide range of services including safety evaluations, LOTO program implementation, electrical surveys, safety training, feasibility studies, project estimating, commissioning, and project management.

Our proposal and fee shall remain in full force and effective for ninety (90) calendar days following the date of opening.

We appreciate the opportunity to be of service and look forward to working with the City of Broken Arrow. If you have any questions or require additional information concerning this response, please contact me directly.

Sincerely,

Jeff Abbate, Principal, Project Manager
Citrine LLC
jeffa@citrinellc.com
303.325.3460

UEI Number	JKPGTKHSKRP4
CAGE Code	7PL41
Tax ID Number	47-3017768

ORGANIZATIONAL STRUCTURE

Citrine LLC has established a streamlined, project-specific organizational structure designed to efficiently deliver Lockout/Tagout (LOTO) Procedure Development Services. Our team structure emphasizes clear lines of responsibility, strong field execution, and rigorous quality control to ensure accurate, compliant, and user-friendly deliverables.

Day-to-day execution will be led by a dedicated Project Manager, Jeff Abbate, who will serve as the single point of contact for the City of Broken Arrow. He will be responsible for overall coordination, schedule management, communication with City stakeholders, and oversight of quality assurance and deliverable consistency across both facilities.

Field execution will be performed by a dedicated assessment team consisting of experienced LOTO and safety professionals. This team will conduct on-site evaluations at City Hall and the Field Operations Center, identify and inventory applicable equipment, and documents all energy sources. Our team will work efficiently within active facilities while coordinating closely with City personnel to validate equipment data and ensure completeness.

HOW WE QUALIFY TO BE RESPONSIVE TO REQUIREMENTS OF RFP

The Citrine team has direct experience developing and implementing LOTO programs for municipal and mission-critical facilities, and our engineering professionals bring extensive field experience applying NFPA 70E and OSHA requirements in active operational environments.

Citrine understands that the scope of this effort includes comprehensive facility assessments and the development of standardized, equipment-specific LOTO procedures for machinery and equipment located at City Hall and the Field Operations Center in Broken Arrow, Oklahoma. Our team is experienced in evaluating multiple energy sources—including electrical, mechanical, hydraulic, pneumatic, and thermal systems—and translating field conditions into clear, accurate, and OSHA-compliant procedures.

Citrine further recognizes the City's objective to enhance employee safety, reduce risk, and standardize documentation across facilities. Our integrated QA/QC process ensures all procedures meet OSHA 29 CFR 1910.147 requirements and industry best practices, resulting in high-quality, field-ready documentation that is easy for personnel to understand and implement.

EXPERIENCE PROVIDING RECENT SIMILAR SERVICES

Citrine has successfully completed numerous electrical safety surveys and studies, including the development, implementation, and training of Lockout/Tagout (LOTO) programs for federal agencies, municipal agencies, and other mission-critical facilities. Our team is highly experienced in applying all applicable standards and requirements governing hazardous energy control, including OSHA, NFPA 70E, and agency-specific safety criteria.

Citrine's technical staff possess extensive field experience working in occupied hospitals, operating bases, power plants, and industrial facilities, where strict coordination, safety, and operational continuity are required. These projects frequently include equipment-specific LOTO procedures, durable labeling, training, documentation, and compliance recordkeeping. A significant portion of Citrine's work is repeat business, reflecting consistent client satisfaction and reliable performance.

Lockout/Tagout (LOTO) Program Assessment, Development, and Training
VA Southern Nevada Healthcare System | *North Las Vegas, NV*

Size: 1,042,331 sf
Completion: 9/30/2022
Contract #: 36C26122P0258
Point of Contact Name and Company: Owen Motter, Department of Veterans Affairs
Point of Contact Phone: 702.791.9000 x 13301
Point of Contact Email: owen.motterjr@va.gov

Citrine provided the Veterans Affairs Southern Nevada Healthcare System (VASNHS) with a comprehensive Lockout/Tagout (LOTO) program upgrade to ensure compliance with OSHA, NFPA 70E, Joint Commission, and VA standards. Our electrical safety engineers conducted a facility-wide survey to evaluate existing LOTO practices, review current procedures, and develop new procedures where gaps were identified.

As part of this effort, Citrine updated and standardized **149 equipment-specific LOTO procedures** across the campus. New procedures were created, printed, laminated, and posted directly on equipment, with copies integrated into digital binders and software records for long-term use. Additionally, Citrine identified the necessary locks, tags, gang boxes, and other safety devices required to properly support the program. To ensure sustainability, we delivered **Train-the-Trainer instruction** for VA Facilities Management staff and provided NFPA 70E training for employees responsible for implementing the program. This project demonstrates Citrine's ability to safely implement LOTO programs in **occupied VA healthcare environments** while maintaining regulatory compliance and uninterrupted facility operations.

LOTO Management and Electrical Surveys

U.S. Air Force | *Malmstrom Air Force Base, MT*

Size: 2 large aviation buildings
Completion: 01/02/2022
Contract #: FA462620P0045
Point of Contact Name and Company: Mark Bovingdon, US Air Force
Point of Contact Phone: 406-731-7702
Point of Contact Email: mark.bovingdon@us.af.mil

At Malmstrom Air Force Base in Montana, the Citrine team conducted a detailed on-site electrical survey of two large aviation buildings. The scope included inspection and assessment of switchgear, motor control centers (MCCs), and panelboards to evaluate system conditions and collect accurate load data.

To perform these measurements safely, Citrine implemented a formal Lockout/Tagout (LOTO) process throughout the assessment. Our team isolated and secured equipment using OSHA-compliant procedures, applied locks and tags, and verified de-energization before attaching power measurement devices. Electrical load measurements were then taken using two Fluke 1736 Power Loggers, one installed on Main Distribution Panel No. 1 (MDP-1) and the other on MDP-2. The LOTO procedures employed during this work included isolating the main breaker, applying locks and tags per safety protocol, and testing for absence of voltage prior to attaching current transformers and voltage probes. Power was only restored once all control conditions were verified. This process ensured worker safety, reduced risk of accidental energization, and provided a repeatable model for future maintenance and testing at the facility.

Final deliverables included updated one-line diagrams, revised panel schedules, and detailed documentation of the LOTO process used during the survey. By integrating electrical measurements with formal hazardous energy control, Citrine delivered both accurate technical data and a sustainable safety framework that the Air Force can reference during future operations and maintenance.

Recommissioning of Power Systems and LOTO Procedure Development and Training

National Oceanic and Atmospheric Administration (NOAA) | *Wallops Island, VA*

Size: 39 bldgs. - 500,000 sf
Completion: 9/29/2021
Contract #: 47QRAA19D008Z / 1332KP20FNEEA0117
Point of Contact Name and Company: Shabir Choudhary, Contracting Officer Representative, NOAA
Point of Contact Phone: 301.713.9208
Point of Contact Email: shabir.choudhary@noaa.gov

As part of NOAA's NESDIS program, Citrine recommissioned key power generation and distribution systems at WCDAS to verify implementation, operation, and reliability. Safety during recommissioning was paramount, given that much of the equipment was active and supported a nationally critical communications and data facility. To mitigate risks, Citrine's scope placed a strong emphasis on the design, documentation, and training of Lockout Tagout (LOTO) procedures.

LOTO Procedure Development

- *Hazard Analysis:* Each generator, UPS, switchgear, motor control center, and transformer was assessed for hazardous energy sources.
- *Procedure Drafting:* Step-by-step LOTO procedures were written specific to WCDAS equipment, ensuring compliance with OSHA 29 CFR 1910.147 and NOAA facility safety standards.
- *Customization:* LOTO sequences were tailored for both routine maintenance and emergent troubleshooting scenarios, particularly for diesel generator systems, UPS units, and automatic transfer switches.
- *Documentation Tools:* Checklists, equipment labeling, and isolation point diagrams were produced to provide operators with clear visual and written guidance.

Operator Training & Implementation

Citrine conducted structured staff training sessions combining classroom instruction with walk-downs of equipment and live demonstrations of LOTO. Training material was site-specific, incorporating both NOAA requirements and manufacturer guidelines. Operators were prepared to safely execute procedures under both normal and contingency conditions.

By integrating LOTO procedure development into the recommissioning activities, Citrine delivered not only a fully tested and reliable power system but also a sustainable safety program. This ensures that operators can safely isolate, lock out, and re-energize equipment without jeopardizing mission continuity at NOAA's critical Wallops Island facility.

LOTO Procedure Development and Electrical Studies

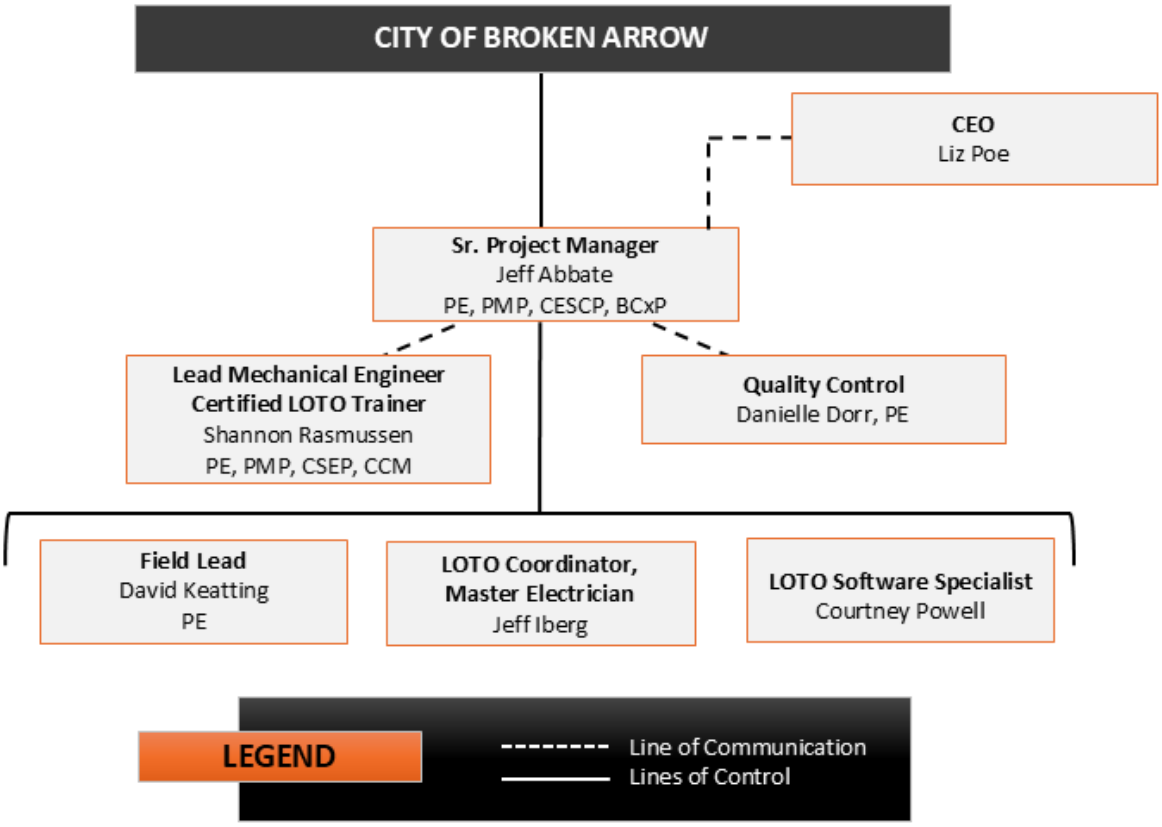
Cheyenne Prairie Generating Station | *Cheyenne, WY*

Size: 1,000,000 sq. ft.
Completion Date: 12/15/2021
Contract #: Master Engineering Services Agreement No. 16822
Point of Contact Name and Company: Black Hills Corporation – Jason Hartman, Plant Manager
Point of Contact Phone: 307-757-3040
Point of Contact Email: Jason.Hartman@blackhillscorp.com

Citrine led the development of a comprehensive Lockout/Tagout (LOTO) program to strengthen hazardous energy control across the facility. The project involved performing an electrical survey and creating LOTO procedures for more than 500 buses ranging from 13.8 kV to 120 V, covering both AC and DC systems. In alignment with NFPA 70E and OSHA requirements, Citrine conducted field inspections to validate electrical conditions, gathered critical data, and modeled the entire electrical infrastructure in ETAP.

The team produced updated electrical one-line diagrams in AutoCAD, ensuring that all equipment labeling and written LOTO procedures met the latest compliance standards. Practical, customized NFPA 70E training for facility personnel—delivered by a Certified Electrical Safety Compliance Professional (CESCP)—reinforced the new procedures. Training included hands-on instruction, supporting materials, testing, and certification for all participants. To support sustainable program implementation, Citrine also identified gaps in existing practices, updated the arc flash risk assessments, and recommended appropriate PPE. By integrating thorough system analysis, updated labeling, and customized training, Citrine provided Black Hills with a LOTO program that not only achieves compliance but also gives personnel clear, reliable tools to work safely during commissioning and everyday operations.

STAFFING ORGANIZATIONAL CHART



PROJECT TEAM

Citrine has a strong team of knowledgeable and experienced engineers and safety professionals available for this project. We have worked on a wide variety of projects including LOTO procedures, electrical safety training, building design, power generation, campus infrastructure, construction management, equipment replacement, and life-safety systems. The Citrine team possesses expert knowledge, specifically, many of our team members possess expert knowledge of 29 CFR 1910.147, 29 CFR 1910.333, 29 CFR 1926.417 and NFPA 70E requirements regarding energy control safety, a.k.a. Lockout Tag Out (LOTO).

***Project Manager* | Jeff Abbate, PE, PMP, CESCP, BCxP**

***Education* | BS, Electrical Engineering | MBA, Entrepreneurship**

***Training and Certifications* | Professional Engineer in 26 States | Project Management Professional (PMP) | Certified Electrical Safety Compliance Professional (CESCP) | Building Commissioning Professional (BCxP)**

Jeff has over 25 years of experience in electrical engineering; specifically, in the power generating industry. He has worked on a variety of projects involving engineering, procurement, construction, and commissioning. He has extensive expertise in detailed engineering, arc flash studies, LOTO procedure development, NFPA 70E audits, and electrical safety training. He has created LOTO procedures for VA Hospitals and provided electrical safety training for VA hospital staff. Jeff is our Lead Classroom Instructor and has led dozens of various electrical safety training courses throughout his career. **Jeff is an Authorized OSHA Trainer. He is qualified by the NFPA in NFPA 70E requirements as a Certified Electrical Safety Compliance Professional (CESCP). He is certified Project Management Professional, and he is a certified Commissioning Agent. Jeff is a licensed Professional Engineer in 26 states**.

Work Experience

- Lockout/Tagout (LOTO) Program Assessment, Development, & Training
  VA Southern Nevada Healthcare System | North Las Vegas, NV
- LOTO Management and Electrical Surveys

U.S. Air Force | Malmstrom Air Force Base, MT

- Recommissioning of Power Systems and LOTO Procedure Development & Training
  National Oceanic and Atmospheric Administration | Wallops Island, VA
- LOTO Procedure Development and Electrical Studies
  Cheyenne Prairie Generating Station | Cheyenne, WY
- LOTO Services, Support, and Training
  Westrock Presto Pulp and Paper Packaging Plant | Florence, SC

Lead Mechanical Engineer/Certified LOTO Trainer | Shannon Rasmussen, PE, PMP, CESP, CCM

Education **| BS, Mechanical Engineering**

Training and Certifications **| Professional Engineer in 14 States | Project Management Professional (PMP) | Certified Systems Engineering Professional (CSEP) | Certified Construction Manager (CCM) | Certified OSHA Lockout Trainer**

Shannon has over 25 years of experience in engineering and managing projects, specifically LOTO services projects. He has direct project management experience and is a licensed professional engineer in eight states. **He managed and oversaw the creation of hundreds of LOTO procedures** for the National Oceanic Atmospheric Administration (NOAA) Wallops Command and Data Acquisition Station at Wallops Island, Virgina. Shannon has proven experience delivering complex projects on time and budget. **Shannon is a certified Hard Hat LOTO Trainer and is a licensed Professional Engineer in 14 states.**

Work Experience

- Lockout/Tagout (LOTO) Program Assessment, Development, & Training
  VA Southern Nevada Healthcare System | North Las Vegas, NV
- LOTO Management and Electrical Surveys
  U.S. Air Force | Malmstrom Air Force Base, MT
- Recommissioning of Power Systems and LOTO Procedure Development & Training
  National Oceanic and Atmospheric Administration | Wallops Island, VA
- LOTO Procedure Development and Electrical Studies
  Cheyenne Prairie Generating Station | Cheyenne, WY
- LOTO Services, Support, and Training
  Westrock Presto Pulp and Paper Packaging Plant | Florence, SC

Quality Control | Danielle Dorr, PE

Education **| BS, Civil Engineering**

Training and Certifications **| Professional Engineer in 26 States**

Danielle has over 10 years of engineering experience with a strong background in **field investigations, safety protocol implementation, and regulatory compliance.** She is skilled at reviewing technical deliverables for accuracy, consistency, and alignment with OSHA 29 CFR 1910.147, NFPA 70E, and VA requirements. Her expertise includes validating Lockout/Tagout procedures, ensuring clear documentation, and translating complex technical findings into practical recommendations. As Quality Control Engineer, Danielle will oversee procedure reviews, verify hazardous energy identification, and ensure all final deliverables meet contract requirements and support safe, compliant facility operations. **Danielle is a licensed Professional Engineer in 18 states.**

Work Experience

- Lockout/Tagout (LOTO) Program Assessment, Development, & Training
  VA Southern Nevada Healthcare System | North Las Vegas, NV
- Semi Annual Boiler Testing
  Jack C Montgomery VA Medical Center | Muskogee, OK
- Lockout/Tagout Program and Boiler Safety Device Testing
  Hampton VA Medical Center | Hampton, VA
- Electrical Hazard Assessment and Arc Flash Analysis
  City of Aurora | Aurora, CO
- On-Call Facility Equipment Assessment
  City of Aspen | Aspen, CO

LOTO Coordinator, Master Electrician | Jeff Iberg

Education **| BS, Electrical Engineering**

Jeff is a Master Electrician and Senior Electrical Technician with over 23 years of experience in electrical field engineering and construction. With his extensive experience as a Master Electrician, Jeff has become an expert in the field of electrical studies, testing

and repairs. His profound understanding of electrical systems and hands-on experience enables him to identify potential risks and implement effective safety measures. Jeff's expertise not only encompasses the technical aspects of preventing arc flash incidents but also involves conducting comprehensive risk assessments and delivering tailored solutions to ensure the safety of electrical installations and personnel.

Work Experience

- Lockout/Tagout (LOTO) Program Assessment, Development, & Training
  VA Southern Nevada Healthcare System | North Las Vegas, NV
- Semi Annual Boiler Testing
  Jack C Montgomery VA Medical Center | Muskogee, OK
- Lockout/Tagout Program and Boiler Safety Device Testing
  Hampton VA Medical Center | Hampton, VA
- Electrical Hazard Assessment and Arc Flash Analysis
  City of Aurora | Aurora, CO
- On-Call Facility Equipment Assessment
  City of Aspen | Aspen, CO

LOTO Software Specialist | Courtney Powell

Education **| BS, Mechanical Engineering**

Courtney is an experienced mechanical engineer with hands-on LOTO procedure experience. **She created hundreds of LOTO procedures** for NOAA's Wallops Command and Data Acquisition Station at Wallops Island, Virgina. Courtney's mechanical background allows her to quickly identify the pertinent components of mechanical systems such as isolation valves and mechanical energy sources. She is very efficient in using LOTO management software and equipment tracking databases.

Work Experience

- Lockout/Tagout (LOTO) Program Assessment, Development, & Training
  VA Southern Nevada Healthcare System | North Las Vegas, NV
- Semi Annual Boiler Testing
  Jack C Montgomery VA Medical Center | Muskogee, OK
- Lockout/Tagout Program and Boiler Safety Device Testing
  Hampton VA Medical Center | Hampton, VA
- Electrical Hazard Assessment and Arc Flash Analysis
  City of Aurora | Aurora, CO
- On-Call Facility Equipment Assessment
  City of Aspen | Aspen, CO

Field Lead | David Keatting, PE

Education **| BS, Electrical Engineering**

Training and Certifications **| Professional Engineer in 7 States**

David has over 24 years of experience in power distribution design, system coordination, and electrical safety. He has managed complex electrical projects for government, military, and commercial facilities, with expertise in arc flash risk assessments, protective relay settings, and NFPA 70E compliance. David's experience includes **developing and reviewing LOTO procedures**, conducting feasibility studies, and delivering reliable solutions to enhance safety and performance. **David is a licensed Professional Engineer in 7 states.**

Work Experience

- Lockout/Tagout (LOTO) Program Assessment, Development, & Training
  VA Southern Nevada Healthcare System | North Las Vegas, NV
- Semi Annual Boiler Testing
  Jack C Montgomery VA Medical Center | Muskogee, OK

- Lockout/Tagout Program and Boiler Safety Device Testing
  Hampton VA Medical Center | Hampton, VA
- Rubey Pump Station Emergency Power Safety Assessment
  City of Aspen | Aspen, CO
- Energy Isolation Assessment Program
  U.S. Air Force | Luke Air Force Base, AZ

UNIQUE TOOLS OR SERVICES / HOW WE RISE ABOVE COMPETITORS

To create and implement a uniform LOTO Procedure, Citrine will begin by reviewing all current inventories of equipment requiring LOTO procedures and individual written procedures, where available in order of the provided facility priority list. Citrine will then draft procedures and provide them for visual verification. Citrine will make updates as necessary. All procedures will be in accordance with 29 CFR 1910.147, 29 CFR 1910.333, 29 CFR 1926.417, NFPA 70E (most recent edition), and manufacturer's guidance (if available). We will then create procedures in Brady LINK360 Software. Citrine has used this software when creating LOTO procedures at other facilities. This software is commercially available and widely used throughout the country to create and manage LOTO procedures. Our team has extensive experience with multiple LOTO management platforms, including Brady LOTO Writer and Brady LINK360, which we successfully deployed at other facilities.

Our detailed LOTO procedures will include the room, location, pictures, unique valve, and circuit breaker tag numbers (if they exist), and a diagram of the equipment for consistent identification and cross-referencing with the written procedure. Each piece of equipment will be inventoried and linked to the appropriate LOTO Procedure for easy identification. Procedures will also include a list of all personal protective equipment (PPE) that is required by any authorized employee as part of the test-before-touch step. LOTO Procedures with multiple pages will include a total number of Locks and Tags needed across all pages for uniformity and consistency.

ID numbers shown in the detailed LOTO procedures will be consistent with the following and will be included at the bottom of each procedure for easy identification.

- A = Air
- C = Chemical
- CP = Control Panel
- E = Electrical
- G = Gas
- GL = Glycol
- P = Pneumatic
- S = Steam
- V = Valve
- W = Water

METHODOLOGY FOR IDENTIFYING EQUIPMENT AND DEVELOPING PROCEDURES

Equipment Assessment and Inventory

Citrine will conduct a comprehensive equipment assessment and inventory for all machinery and equipment requiring Lockout/Tagout (LOTO) procedures at City Hall and the Field Operations Center. All applicable equipment will be identified, documented, and organized using a standardized, sequential naming and numbering system to ensure clarity, consistency, and ease of use for City personnel.

Each piece of equipment will be assigned a unique identifier based on equipment type, facility, and location, enabling straightforward tracking and cross-referencing between the equipment inventory and corresponding LOTO procedures. This structured approach eliminates duplication, ensures consistency across facilities, and supports long-term maintainability of the City's LOTO program. An example of this standardized format is provided below:

- A fan coil unit in building 1 would be labeled as: FCU-1-B-00X
  - FCU = Fan Coil Unit
  - 1 = Building Number
  - B = Floor Number (Basement)
  - 00X = The unique sequence that would not be repeated in Building 1, Basement

During field assessments, Citrine will collect and verify key equipment data to support accurate procedure development. This includes equipment identification, location, manufacturer, model number, serial number (as available), and all associated hazardous energy sources, including electrical, mechanical, hydraulic, pneumatic, and thermal systems. Where applicable, stored energy sources and isolation points will also be documented.

Sample LOTO Procedure

The included LOTO procedure below highlights Citrine's understanding and experience in developing LOTO procedures. These procedures were created in Brady LINK360 and were physically verified to ensure accuracy and compliance with requirements.

Lockout/Tagout Posted Procedure

ID#:	R.O. Pump 2	Facility:	VASNHS	Location:	Building 1 - 4th Floor - RO Water Room
Created:	9/12/2022				
Revised:	9/12/2022	Description:	R.O. Pump 2		

3	Lockout Points	Note:	Hydraulic equipment can store energy. Ensure all pressures have bled off before proceeding.

NEXT AUDIT DUE NEXT AUDIT DUE NEXT AUDIT DUE

Step #	Action	Info	Verification
1 Electrical E-1 480V	The E-1 Disconnect is located on the East side of the machine. Turn Disconnect to the off position and lock out. Use a Lock and hasp device.		Attempt restart at all control panels.
2 Water W-1 R.O. Water Supply	The W-1 Globe/Gate Valve is located on the East side of the machine. Turn Globe/Gate Valve to the off position and lock out. Use a Gate valve lockout device.		Verify pressure has bled off.
3 Water W-2 R.O. Water Return	The W-2 Globe/Gate Valve is located on the West side of the machine. Turn Globe/Gate Valve to the off position and lock out. Use a Gate valve lockout device.		Verify pressure has bled off.

Lockout Removal Process

1. Ensure all tools and items have been removed. 2. Confirm that all employees are safely located. 3. Verify that controls are in neutral. 4. Remove lockout devices and reenergize machine. 5. Notify affected employees that servicing is completed.

Lockout Tagout Procedure	
Purpose:	To protect authorized employees against unexpected or unplanned activation of equipment or energy while servicing equipment.
Scope:	Utilize this procedure for all scheduled PM shutdowns, any maintenance task that requires you to place your body in harms way of the equipment, or if you have to leave the area while the equipment is in service.
Enforcement:	**Failure to properly follow lockout-tagout procedure may result in corrective action.**

SHUTDOWN, LOCK, TAG & TEST SEQUENCE		
#	**STEP**	**DESCRIPTION**
1	*Notify Employees*	Notify all affected employees that servicing or maintenance is required on a machine or equipment, and that the machine or equipment must be shut down and locked out to perform the servicing or maintenance.
2	*Review Lockout Procedure*	The authorized employee shall refer to the company procedure to identify the type and magnitude of the energy that the machine or equipment utilizes, shall understand the hazards of the energy, and shall know the methods to control the energy.
3	*Perform Machine Stop*	If the machine or equipment is operating, shut it down by the normal stopping procedure (depress the stop button, open switch, close valve, etc.). Reference machine operating procedure for normal shutdown.
4	*Isolate Energy*	Follow graphical lockout-tagout procedure from top to bottom to de-activate the energy isolating device(s) so that the machine or equipment is isolated from the energy source(s). NOTE: It may be necessary to dissipate the non-lockable energy sources before isolating the lockable energy sources. (i.e. lower the machine to lowest position before locking out.)
5	*Lockout Energy*	Lock out & tagout as required the energy isolating device(s) with assigned individual lock(s) and tag(s).
6	*Dissipate Energy*	Stored or residual energy (such as that in capacitors, springs, elevated machine members, rotating flywheels, hydraulic systems,as well as air, gas, steam, or water pressure, etc.) must be dissipated or restrained by methods such as grounding, repositioning, blocking, bleeding down, etc.
7	*Attempt Restart*	Ensure that the equipment is disconnected from the energy sources by first checking that no personnel are exposed, then verify the isolation of the equipment by operating the push button or other normal operating controls or by testing to make certain the equipment will not operate. Caution: Return operating controls to neutral or "off" position after verifying the isolation of the equipment.

RESTORE TO SERVICE SEQUENCE		
#	**STEP**	**DESCRIPTION**
1	*Check Machine*	Check the machine or equipment and the immediate area around the machine to ensure that nonessential items have been removed and that the machine or equipment components are operationally intact.
2	*Check Area*	Check the work area to ensure that all employees have been safely positioned or removed from the area.
3	*Verify Machine*	Verify that the controls are in neutral.
4	*Remove Lockout*	Remove the locks, tags and lockout devices and re-energize the machine or equipment. In reverse order, follow all of the steps from the visual lockout-tagout procedure found on the previous page. Note: The removal of some forms of blocking may require re-energization of the machine before safe removal.
5	*Notify Employees*	Notify affected employees that the servicing or maintenance is completed and the machine or equipment is ready for use.

APPROACH TO ENSURE ACCURACY AND COMPLIANCE

Citrine employs a structured, multi-step quality assurance and quality control (QA/QC) process to ensure all Lockout/Tagout (LOTO) procedures are accurate, consistent, and fully compliant with OSHA 29 CFR 1910.147 and applicable industry best practices.

Accuracy begins during the field assessment phase, where experienced LOTO professionals perform detailed, equipment-level evaluations at each facility. All equipment is verified in the field, and energy sources—including electrical, mechanical, hydraulic, pneumatic, and thermal—are documented using standardized data collection forms. Photographic documentation is captured to support procedure development and reduce ambiguity.

Following data collection, procedures are developed using standardized templates that incorporate all required elements, including equipment identification, shutdown steps, isolation methods, stored energy release, verification of isolation, and restart procedures. This standardized format ensures consistency across all deliverables and alignment with OSHA requirements.

REFERENCES

1. **Point of Contact Name and Company:** Owen Motter, Department of Veterans Affairs
   Point of Contact Phone: 702.791.9000 x 13301
   Point of Contact Email: owen.motterjr@va.gov
   Length of service: 5 years

2. **Point of Contact Name and Company:** Mark Bovingdon, US Air Force
   Point of Contact Phone: 406-731-7702
   Point of Contact Email: mark.bovingdon@us.af.mil
   Length of service: 4 years

3. **Point of Contact Name and Company:** Shabir Choudhary, Contracting Officer Representative, NOAA
   Point of Contact Phone: 301.713.9208
   Point of Contact Email: shabir.choudhary@noaa.gov
   Length of service: 5 years

4. **Point of Contact Name and Company:** Adam Swanson, CR Meyer
   Point of Contact Phone: 920-235-3350
   Point of Contact Email: aswanson@crmeyer.com
   Length of service: 5 years

5. **Point of Contact Name and Company:** Ethan Rasmuson, Black Hills Corporation
   Point of Contact Phone: 719-696-3207
   Point of Contact Email: ethan.rasmuson@blackhillscorp.com
   Length of service: 12 years

OVERVIEW OF THE COST AND FEE STRUCTURE ASSOCIATED WITH YOUR SOLUTION OFFERINGS, WHICH MAY INCLUDE THE TOTAL PROJECT COST, COST PER PIECE OF EQUIPMENT (IF APPLICABLE), AND ANY SEPARATE PRICING FOR OPTIONAL SERVICES

Citrine offers a total project fee of $27,791.70.

Clarifications:
1. Proposal assumes up to 50 procedures in total.
2. Procedures will be submitted in PDF format. Printed procedures are not included.
3. Training is excluded.

ESTIMATED PROJECT DURATION AND MILESTONES

Citrine's project approach is structured to align with the City of Broken Arrow's anticipated schedule, with an overall project duration of four (4) weeks from kickoff to final deliverables.

Upon contract award and project kickoff, Citrine will immediately initiate coordination with City staff to confirm site access, finalize the assessment schedule, and review any available equipment information. Site visits will be conducted over a concentrated three-day period to efficiently complete equipment identification, inventory, and field data collection at both City Hall and the Field Operations Center.

Following completion of field assessments, Citrine will implement a parallel workflow in which collected data is immediately transitioned into procedure development. This approach allows for the efficient production of draft LOTO procedures while maintaining continuity between field verification and documentation.

We anticipate a complete draft package, including equipment inventory and indexed procedures, will be delivered for city review within approximately 3 weeks of project kickoff.

Key milestones include:

- Project Kickoff and Coordination
- Site Assessments
- Equipment Inventory Completion
- City Review and Comment Resolution
- Final Deliverable Schedule

J. PROVIDE ANY FEES/TRAINING/DOCUMENTATION COSTS, IF ANY, WHICH MAY BE ASSOCIATED WITH YOUR SERVICES.

N/A

K. PLEASE LIST ANY SERVICES THAT MAY BE PURCHASED SEPARATELY

We are able to offer LOTO Training.

IRONWOOD
BUSINESS CONSULTING

April 23rd, 2026

Ironwood Business Consulting, LLC
Kevin Reynolds
President
888-743-5238
kevin@ironwoodbc.com

City of Broken Arrow
Human Resources
918-259-6508

Re: Request for Proposal – Lockout/Tagout Procedure Development Services (RFP 26.149)

Dear Selection Committee,

IRONWOOD Business Consulting, LLC is pleased to submit our proposal in response to Request for Proposal 26.149 for Lockout/Tagout (LOTO) Procedure Development Services for the City of Broken Arrow.

We understand the City's objective is not only to achieve full compliance with OSHA requirements, but to develop clear, consistent, and practical, equipment-specific procedures that enhance employee safety and can be effectively used in real-world operating environments. IRONWOOD's approach is designed to do exactly that—translate regulatory requirements into structured, field-ready procedures that are both defensible and easy for employees to follow.

Our team brings experience supporting public-sector and operational environments with safety program development, compliance alignment, and implementation-ready documentation. We approach engagements like this with a focus on accuracy, usability, and consistency, ensuring that each procedure reflects the specific equipment, energy sources, and operational realities of the facility while maintaining a standardized format across all deliverables.

We are prepared to meet the City's project timeline, including site visits, procedure development, and delivery milestones, and have structured our approach to allow for efficient field assessment and parallel development to support timely completion. Our goal is to provide the City with a comprehensive, sustainable set of LOTO procedures that not only meet regulatory expectations but also support long-term safety practices across departments.

IRONWOOD appreciates the opportunity to be considered for this engagement. Please feel free to contact me directly with any questions or requests for additional information.

Sincerely,

Kevin Reynolds
President
kevin@ironwoodbc.com

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PROPOSAL RESPONSE

REQUEST FOR PROPOSAL (RFP):

Lockout/Tagout (LOTO) Written Procedure
Development Services
RFP 26.149

PREPARED FOR:

City of Broken Arrow, Oklahoma

4/23/2026

Ironwood Business Consulting, LLC
Kevin Reynolds
President
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1095 Evergreen Circle, Suite #410
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Satellite Office Locations include:

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O'Fallon
St. Peters
St. Louis
Kansas City

OKLAHOMA
Bartlesville
Tulsa

SOUTH CAROLINA
Greenville
Piedmont

TEXAS
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Austin
Big Spring
Coahoma
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Horizon City
Houston
Hutto
Austin

TEXAS
Kingwood
Magnolia
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IRONWOOD
BUSINESS CONSULTING

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EXECUTIVE SUMMARY

Ironwood Business Consulting, LLC ("IRONWOOD") is pleased to present our proposal to support the City of Broken Arrow in the development of equipment-specific Lockout/Tagout (LOTO) procedures. We understand the City's objective is to establish a **standardized, compliant, and user-friendly LOTO program** that **enhances employee safety**, **reduces risk**, and ensures alignment with applicable regulatory requirements, including OSHA 29 CFR 1910.147.

At its core, this engagement is not simply a documentation exercise. It is a safety and risk management initiative. Effective LOTO procedures must do more than meet regulatory standards; they must be **clear, accurate, and usable in real-world operating environments**. IRONWOOD's approach is designed to **translate complex regulatory requirements into structured, practical, and field-ready procedures** that employees can **confidently follow**.

Our methodology is built on four key phases: (1) discovery and on-site assessment, (2) procedure development, (3) quality assurance and compliance review, and (4) delivery and implementation support. Through **on-site evaluations**, our team will **identify and inventory all applicable equipment**, **assess energy sources**, and **develop detailed, machine-specific procedures**.

Each procedure will be **standardized in format**, supported by **visual aids where appropriate**, and designed for **ease of use in the field**.

IRONWOOD places a strong emphasis on **consistency and long-term sustainability**. In addition to individual procedures, we will provide a **comprehensive master equipment index** and deliver all documentation in both **editable formats** and **field-ready PDFs** to support **ongoing updates and internal ownership**. Our structured quality assurance process ensures that all deliverables are accurate, compliant, and aligned with industry best practices.

We recognize the importance of timely execution and have aligned our project approach to meet the City's anticipated schedule, including **site visits, draft delivery, and final implementation milestones**. Our team is equipped to conduct **efficient field assessments** and execute **parallel development efforts** to ensure all milestones are met **without compromising quality**.

What differentiates IRONWOOD is our focus on delivering solutions that are not only compliant, but practical and defensible. We prioritize **usability** for frontline employees, **clarity** and consistency across facilities, and **real-world application** of safety procedures.

IRONWOOD appreciates the opportunity to partner with the City of Broken Arrow on this important initiative and is committed to delivering a **high-quality, implementation-ready solution** that enhances **safety**, **consistency**, and **long-term program sustainability.**

"Given their proven track record, their multifaceted expertise, and their unwavering commitment to excellence, I can say with utmost confidence that IRONWOOD Business Consulting would be a tremendous asset to any organization." – IRONWOOD Partner

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FIRM OVERVIEW & QUALIFICATIONS

Firm Overview

IRONWOOD was founded in 2016 by Kevin Reynolds with a simple but powerful goal: **to be an advocate for organizations facing complex regulatory, operational, and cultural challenges**. Built on the belief that organizations deserve a partner who not only understands the rules but also fights for practical, people-centered solutions, IRONWOOD has grown into a trusted consulting firm specializing in HR, Safety, DOT, and Regulatory Compliance services.

At IRONWOOD, our commitment to our mission, vision, and values is the cornerstone of our organization and is designed to serve as the blueprint for our actions and decisions.

We partner with leadership teams to build resilient systems that protect the organization, drive performance, and align with long-term strategic goals. What sets IRONWOOD apart is our ability to blend the hands-on support of an internal team with the structure, strategy, and objectivity of an outside advisor. We live by our tagline: ***"Never complacent. Always compliant."*** More than a motto, it reflects the integrity, grit, and excellence embedded in every service we provide.

Mission

To Provide Shelter From The Storm.



Vision

To be an industry-defining advocate, business partner and advisor, while enriching the lives of employees, their families, and our greater community.

Core Competencies



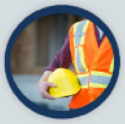
DOT Consulting

- ☐ DOT # Setup
- ☐ Mock Audit
- ☐ DQ File Maintenance
- ☐ Driver Training
- ☐ CSA Score Improvement
- ☐ D&A Clearinghouse



Human Resources Consulting

- ☐ EEOC Investigation
- ☐ Company Handbook
- ☐ Benefits Administration
- ☐ Workplace Investigation
- ☐ Leadership Coaching
- ☐ HR Audit



OSHA/Safety Consulting

- ☐ OSHA Investigation
- ☐ Safety Manual
- ☐ Site Audit
- ☐ Training
- ☐ Workplace Injury
- ☐ Safety Program Creation



Contractor Compliance

- ☐ ISNetworld®
- ☐ Veriforce®
- ☐ Avetta
- ☐ DISA
- ☐ NCMS
- ☐ TPS Alert



Crisis Management Consulting

- ☐ EEOC Citation
- ☐ DOL Investigation
- ☐ Employee Fatality
- ☐ Crisis Hotline
- ☐ DOT Violation
- ☐ Emergency Response Plan



Operations

- ☐ Recruiting
- ☐ Brand Development
- ☐ Culture Transformation
- ☐ Strategic Development
- ☐ Project Management
- ☐ Marketing

Qualifications

We support **public-sector and regulated organizations** by delivering solutions that are **structured, practical, and defensible**, with a focus on real-world implementation rather than theoretical design. Our work centers on translating complex regulatory requirements into **clear, actionable programs** that organizations can implement effectively and sustain over time. This approach aligns directly with the needs of the City of Broken Arrow in

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developing **equipment-specific Lockout/Tagout (LOTO) procedures** that are both compliant and usable in the field.

Core Capabilities
IRONWOOD brings relevant expertise in:

- Safety program development and implementation
- OSHA compliance alignment, including hazard control and regulatory interpretation
- Field-based operational assessments across municipal and industrial environments
- Development of standardized, equipment-specific procedures
- Documentation systems designed for consistency, clarity, and usability

Our focus is not only on meeting compliance requirements, but on ensuring procedures are **practical for frontline employees**, **consistent across facilities**, and **sustainable for long-term use**.

Relevant Expertise for LOTO Procedure Development
IRONWOOD's experience aligns directly with the requirements of this project, including:

- Conducting **multi-facility assessments** requiring standardized safety approaches
- Identifying and evaluating **hazardous energy sources** (electrical, mechanical, hydraulic, pneumatic, and thermal)
- Developing **step-by-step, task-based procedures** aligned with regulatory expectations
- Creating **clear, employee-focused documentation** that supports safe and consistent execution

We recognize that effective LOTO procedures must be both **technically accurate** and **operationally practical**, ensuring employees can **confidently and safely perform required tasks** in real-world conditions.

Public-Sector Experience
IRONWOOD regularly supports **municipal and public-sector clients**, where safety programs must balance:

- Regulatory compliance requirements
- Operational realities and resource constraints
- Accountability and defensibility in public environments

This experience allows us to develop solutions that are **scalable**, **consistent across departments**, and aligned with how work is actually performed in the field.

Quality Assurance and Consistency

IRONWOOD utilizes a **structured quality assurance and quality control (QA/QC) process** to ensure all deliverables are:

- Accurate and technically sound
- Aligned with applicable OSHA standards and industry best practices
- Consistent in format and terminology across all procedures

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- Clear and easy for employees to understand and apply

This disciplined approach ensures that deliverables are not only compliant, but also **usable, repeatable, and sustainable over time**.

Why IRONWOOD

What differentiates IRONWOOD is our ability to deliver solutions that are not only compliant, but **practical, defensible, and implementation-ready**. We approach engagements with a focus on how work is actually performed in the field, ensuring that procedures are **designed for frontline usability**, not just developed to meet regulatory requirements. Our methodology emphasizes **clarity and consistency across facilities**, allowing organizations to standardize safety practices while still accounting for equipment-specific nuances. In addition, our work is grounded in **regulatory alignment and documentation discipline**, ensuring that all deliverables can withstand internal review and external scrutiny. The result is a set of LOTO procedures that are not only technically sound, but also **usable, scalable, and sustainable for long-term operational safety**.

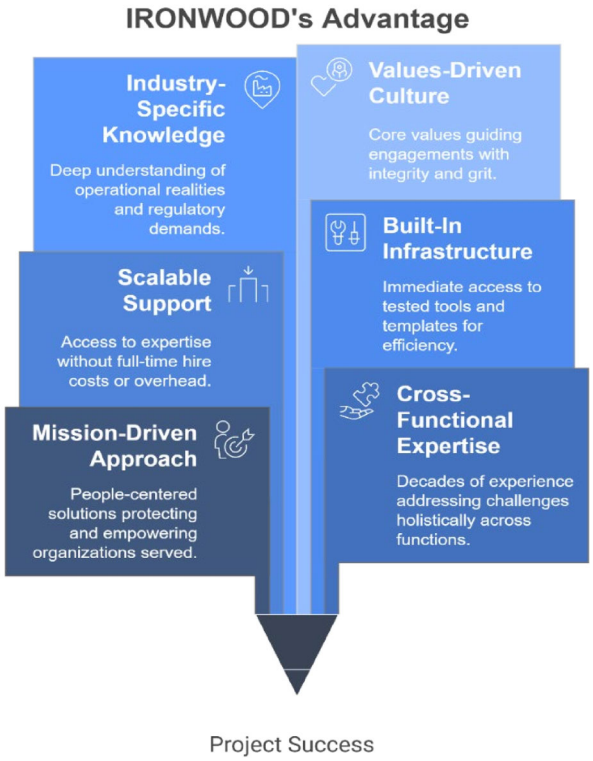


Figure 1 – Key Differentiators.

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RELEVANT EXPERIENCE

IRONWOOD brings experience supporting public-sector and operational organizations with **safety program development, regulatory compliance, and implementation-ready documentation.** While each engagement is tailored to the client's specific environment, our work consistently involves translating regulatory requirements into clear, structured, and field-usable procedures that support safe operations.

Safety Program Development & Compliance Alignment

IRONWOOD has supported organizations in developing and refining safety programs aligned with OSHA standards, including **hazard identification, policy development, and operational procedure design**. This work frequently requires evaluating real-world work environments, identifying risk exposure, and developing clear, step-by-step guidance that employees can follow in the field.

Our experience includes:

- Developing written safety procedures and programs aligned with regulatory requirements
- Supporting hazard control initiatives across operational environments
- Translating regulatory standards into practical, actionable procedures
- Creating standardized documentation frameworks to ensure consistency across departments

This directly aligns with the City's need for equipment-specific Lockout/Tagout (LOTO) procedures that are both compliant and usable.

Field-Based Assessments & Multi-Site Environments

IRONWOOD regularly conducts on-site and operational assessments to evaluate processes, identify risks, and develop targeted solutions. These engagements often span multiple facilities or departments, requiring a balance between standardization and site-specific accuracy.

Through this work, our team has experience:

- Conducting facility walkthroughs and operational observations
- Identifying equipment, workflows, and associated risks
- Evaluating varied operating environments while maintaining consistency in deliverables
- Developing solutions that are scalable across locations while tailored to specific equipment or processes

This experience supports the City's requirement to assess equipment at multiple facilities and develop consistent, equipment-specific procedures.

Procedure Development & Documentation Systems

A core component of IRONWOOD's work is the development of clear, structured, and user-friendly documentation. We design materials that are not only compliant, but also accessible and practical for employees performing the work.

Our approach includes:

- Developing step-by-step, task-based procedures

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- Structuring documentation for clarity, consistency, and ease of use
- Incorporating visual elements or simplified formats where appropriate
- Delivering materials in both editable formats and field-ready versions

We understand that procedures must be usable in real-world conditions, not just technically accurate, which is critical for effective LOTO implementation.

Public-Sector & Operational Experience

IRONWOOD has experience supporting municipal and public-sector clients, where projects must align with:

- Regulatory compliance expectations
- Operational constraints and workforce considerations
- Public accountability and defensibility

This experience informs our approach to delivering solutions that are structured, transparent, and aligned with how organizations operate in practice.

Commitment to Quality and Results

Across all engagements, IRONWOOD applies a disciplined, quality-driven approach to ensure deliverables are:

- Accurate and compliant with applicable standards
- Consistent across all documentation
- Clear and usable for employees in the field
- Sustainable for long-term use and updates

Our focus is on delivering solutions that not only meet project requirements but also support ongoing safety practices and organizational effectiveness.

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PROJECT UNDERSTANDING

IRONWOOD understands that the City of Broken Arrow is seeking to develop **equipment-specific Lockout/Tagout (LOTO) procedures** that ensure full compliance with OSHA 29 CFR 1910.147 while also being **clear, consistent, and usable in real-world operating environments**.

This project requires more than the development of written procedures—it requires a **structured and accurate translation of complex operational processes and hazardous energy controls into step-by-step instructions** that employees can reliably follow during servicing and maintenance activities. The effectiveness of a LOTO program depends not only on compliance, but on whether procedures are **understood, accessible, and consistently applied in the field**.

IRONWOOD recognizes several key components critical to the success of this engagement:

- The need to **identify and inventory all applicable equipment** across multiple facilities, ensuring no gaps in coverage
- The requirement to evaluate **multiple types of hazardous energy sources**, including electrical, mechanical, hydraulic, pneumatic, and thermal systems
- The importance of developing **machine-specific procedures** that accurately reflect the equipment, its energy sources, and the steps required to safely isolate and control those hazards
- The necessity of creating **clear, step-by-step instructions** that include shutdown, isolation, lockout/tagout application, stored energy release, verification, and restart processes
- The expectation that all procedures are **standardized in format**, **easy to understand**, and **practical for employees performing the work**

In addition, IRONWOOD understands that the City is operating within a **multi-facility environment**, requiring a balance between consistency across departments and accuracy at the equipment level. Procedures must be developed in a way that supports **standardization of documentation**, while still accounting for the unique characteristics of each piece of equipment.

We also recognize the importance of delivering documentation that supports **long-term sustainability**. This includes providing materials in editable formats, establishing a clear indexing system, and ensuring that procedures can be maintained and updated by the City over time as equipment or operations evolve.

Finally, IRONWOOD understands the importance of **timely execution** within the City's established project schedule. This requires an approach that supports **efficient on-site assessments**, **organized data collection**, and **parallel development of procedures** to meet key milestones without sacrificing quality or accuracy.

Overall, IRONWOOD's understanding of this project is grounded in the need to deliver a **compliant, consistent, and field-ready LOTO program** that enhances **employee safety**, reduces **operational risk**, and provides the City with a **sustainable framework for ongoing safety management**.

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TECHNICAL APPROACH

IRONWOOD will deliver a **structured, efficient, and field-informed approach** to support the City of Broken Arrow in developing equipment-specific Lockout/Tagout (LOTO) procedures aligned with OSHA 29 CFR 1910.147.

Our methodology is designed to ensure all procedures are **accurate, compliant, consistent, and practical for real-world use**, while meeting the City's project timeline and deliverable expectations.

The project will be executed in four key phases:

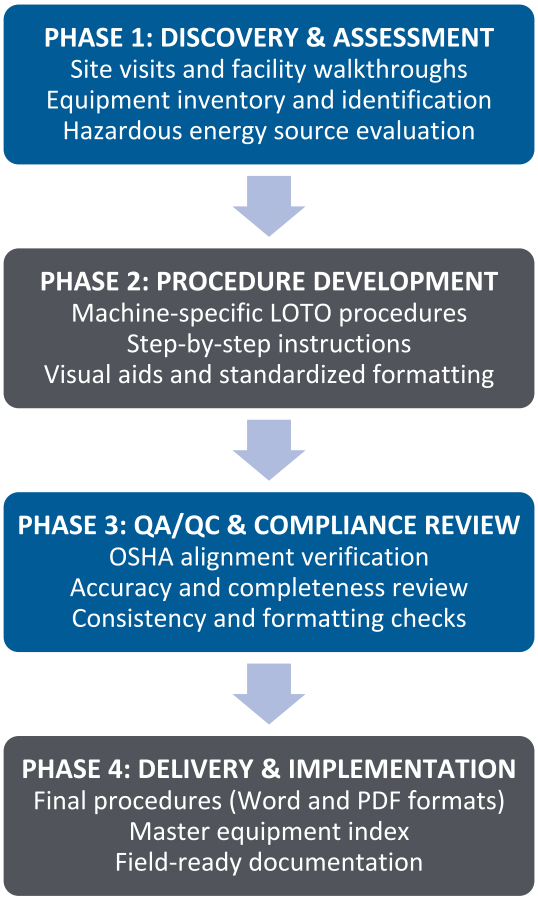


Figure 2 – Technical Approach Phases.

Phase 1: Discovery & On-Site Assessment

IRONWOOD will conduct on-site assessments at designated facilities to establish a complete understanding of the City's equipment, operations, and hazardous energy sources.

Key activities include:

- Performing **facility walkthroughs** at all identified locations
- **Identifying and inventorying all equipment** requiring LOTO procedures
- Evaluating **hazardous energy sources**, including electrical, mechanical, hydraulic, pneumatic, and thermal systems

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- Observing **operational workflows** to ensure procedures reflect real-world conditions
- Coordinating with City staff to validate equipment details and operational practices

This phase ensures that all subsequent procedures are based on **accurate, site-specific information**, minimizing gaps and ensuring alignment with actual operations.

Phase 2: Procedure Development

Using data gathered during the assessment phase, IRONWOOD will develop **individual, machine-specific LOTO procedures** for each applicable piece of equipment.

Each procedure will include:

- Equipment identification (name, location, and relevant identifiers)
- Types of hazardous energy present
- Detailed shutdown procedures
- Isolation steps for all energy sources
- Lockout/tagout application steps
- Stored energy release methods
- Verification of isolation procedures
- Safe restart procedures

Procedures will be developed using a **standardized format** to ensure consistency across all equipment while **maintaining accuracy** at the individual machine level.

To enhance usability, IRONWOOD will:

- Structure procedures with clear, step-by-step instructions
- Incorporate visual aids or photos where appropriate
- Use plain, direct language suitable for field application

This approach ensures that procedures are not only compliant, but also accessible and actionable for employees performing the work.

Phase 3: Quality Assurance & Compliance Review

IRONWOOD will implement a **structured quality assurance and quality control (QA/QC) process** to validate all procedures prior to delivery.

This process includes:

- Review of each procedure for **technical accuracy and completeness**
- Verification of alignment with **OSHA standards and industry best practices**
- Cross-checking for **consistency in format, terminology, and structure**
- Internal review by experienced team members to ensure **clarity and usability**

This phase ensures that all deliverables are defensible, compliant, and ready for implementation.

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Phase 4: Documentation, Delivery & Implementation Support

Upon completion of development and review, IRONWOOD will deliver a **comprehensive, organized set of LOTO procedures** to the City.

Deliverables will include:

- Individual equipment-specific procedures
- A master equipment list and indexed procedure set
- Documentation provided in both:
  - Editable digital format (Microsoft Word)
  - Field-ready PDF format
- All documentation will be:
  - Standardized in format and branding
  - Easy to navigate and reference
  - Designed to support ongoing updates and internal maintenance

IRONWOOD will coordinate with the City to ensure deliverables are complete, organized, and aligned with expectations, and can provide implementation support or guidance as needed.

Project Execution & Efficiency

To meet the City's schedule, IRONWOOD will utilize an approach that supports:

- **Efficient field assessments** through structured data collection
- **Parallel procedure development**, allowing drafting to begin as assessments are completed
- Ongoing coordination to ensure alignment and **timely delivery of milestones**

This ensures that project timelines are met without compromising quality, accuracy, or completeness.

Summary of Approach

IRONWOOD's technical approach is designed to **deliver a complete, compliant, and field-ready** LOTO program that:

- Accurately reflects equipment and operational conditions
- Provides clear, step-by-step guidance for employees
- Ensures consistency across facilities
- Supports long-term sustainability and updates

Our focus is on delivering procedures that are not only compliant with regulatory requirements, but also practical, usable, and effective in supporting safe work practices.

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WORK PLAN & TIMELINE

IRONWOOD will execute this engagement using a **structured, milestone-driven work plan** designed to align with the City of Broken Arrow's schedule while ensuring **accuracy, efficiency, and high-quality deliverables**.

Our approach is built to support **timely execution without compromising thoroughness**, using **coordinated field assessments and parallel development processes** to meet all project milestones.

Project Schedule Alignment

IRONWOOD has aligned its work plan with the City's anticipated project schedule:

- Project Kickoff: May 6, 2026
- Site Visits / Assessments: May 6 – May 8, 2026
- Draft Procedure Delivery: June 1, 2026
- Final Deliverables: June 5, 2026

Our team is prepared to mobilize immediately upon award to ensure all milestones are achieved **within the established timeframe**.

Work Plan by Phase

Phase 1: Project Initiation & Coordination (May 6, 2026)

IRONWOOD will initiate the project with a **focused kickoff meeting** to confirm expectations, finalize logistics, and ensure alignment with City stakeholders.

Key activities include:

- Confirming project scope, schedule, and communication protocols
- Coordinating site access and facility logistics
- Identifying primary points of contact
- Finalizing data collection approach and documentation standards

This phase establishes a **clear foundation for efficient execution**.

Phase 2: On-Site Assessments & Data Collection (May 6 – May 8, 2026)

IRONWOOD will conduct **on-site facility assessments** to gather the information necessary to develop accurate, equipment-specific procedures.

Key activities include:

- Performing facility walkthroughs at all designated locations
- Identifying and inventorying equipment requiring LOTO procedures
- Evaluating hazardous energy sources and control points
- Documenting equipment details, configurations, and operational workflows
- Capturing photos and field notes to support procedure development

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Data collection will be conducted using a **structured and consistent approach** to ensure completeness and accuracy.

Phase 3: Procedure Development (May 9 – June 1, 2026)
Following site assessments, IRONWOOD will begin **parallel development of machine-specific LOTO procedures**, allowing drafting to proceed efficiently while maintaining quality.

Key activities include:

- Developing equipment-specific procedures based on collected data
- Structuring procedures using a standardized format
- Incorporating step-by-step instructions and visual references
- Conducting internal reviews during development to ensure consistency

Parallel workflow allows IRONWOOD to **accelerate production while maintaining accuracy and attention to detail**, supporting timely draft delivery.

Phase 4: Draft Review & Refinement (By June 1, 2026)
IRONWOOD will deliver a **complete draft set of procedures** for City review.

Key activities include:

- Submitting draft procedures for review and feedback
- Coordinating with City stakeholders to address questions or clarifications
- Incorporating feedback and necessary revisions

This phase ensures that final deliverables reflect both **technical accuracy and operational alignment**.

Phase 5: Finalization & Delivery (June 1 – June 5, 2026)
IRONWOOD will finalize all documentation and prepare deliverables for implementation.

Key activities include:

- Finalizing all LOTO procedures
- Performing final QA/QC review for accuracy and consistency
- Delivering:
- Editable Word documents
- Field-ready PDF versions
- Master equipment list and indexed procedure set

All deliverables will be **organized, standardized, and ready for immediate use**.

Project Management & Communication
Throughout the engagement, IRONWOOD will provide **consistent project oversight and communication** to ensure alignment and transparency.

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This includes:

- A designated project manager as the primary point of contact
- Regular progress updates aligned with key milestones
- Responsive communication to address questions or emerging needs
- Coordination to ensure minimal disruption to City operations during site visits

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Schedule Assurance

IRONWOOD's work plan is specifically designed to meet the City's timeline through:

- Efficient, structured field assessments
- Parallel procedure development workflows
- Built-in quality control throughout the process

This approach ensures that all deliverables are completed **on time, accurate, and ready for implementation**, supporting the City's goal of establishing a **compliant, consistent, and field-ready LOTO program**.

"We had a fantastic experience working with Ironwood. The team truly listened to our concerns, taking the time to answer all our questions thoroughly and explain the 'whys and hows' behind their recommendations. Their patience, attention to detail, and commitment to understanding our needs made this a very positive experience. We highly recommend Ironwood to anyone seeking a professional and attentive partner.– Client

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PROJECT TEAM & STAFFING

IRONWOOD will assign a **dedicated, cross-functional team** with experience in **safety compliance, operational assessments, and procedure development** to support the City of Broken Arrow. Our staffing approach is designed to ensure the project is executed **efficiently, accurately, and in alignment with the City's timeline**.

The project team is structured to provide **clear leadership, technical expertise, and coordinated execution**, while maintaining flexibility to meet project demands.

Nickole "Nikki" Ayala will serve as the City's primary account manager and single point of contact throughout the engagement. The Project Manager is responsible for:

- Overall coordination and service delivery
- Client communication and responsiveness
- Schedule and resource management
- Quality control and oversight of deliverables

This structure ensures clear communication, accountability, and seamless service delivery across all requests.

Depth of Team Expertise

IRONWOOD's team brings a combination of **senior-level oversight and operational execution**, allowing the City to benefit from both **strategic guidance and efficient, field-based delivery**. Team members have supported similar engagements within municipal and regulated environments, including conducting field assessments, developing safety procedures, supporting OSHA compliance efforts, and producing implementation-ready documentation. This blend of expertise ensures the project is executed with **accuracy, consistency, and alignment to real-world operations**. Please see Appendix A for Key Personnel biographies.

Scalable, Cost-Conscious Staffing Model

IRONWOOD utilizes a tiered staffing approach to ensure the City receives the appropriate level of expertise while maintaining cost efficiency. Work is assigned to the lowest appropriate labor category capable of delivering high-quality results.

Labor Category	Typical Role	Estimated Hours
Senior Consultant	Senior subject matter expert responsible for high-level assessments, regulatory interpretation, strategic planning, and development of custom solutions.	**10%**
Consultant	Experienced professional who delivers direct client services such as assessments, policy development, training, and technical guidance.	**10%**
Coordinator	Mid-level team member who supports execution of project tasks including audits, training, implementation activities, and internal coordination.	**40%**

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Administrator	Operational lead responsible for daily file management, system setup, compliance tracking, and ongoing administrative maintenance.	**25%**
Project Manager	Oversees the full scope of engagement, managing timelines, milestones, resource allocation, and client communication to ensure successful delivery.	**10%**
Administrative Support	Entry-level staff assisting with data entry, formatting, document control, scheduling, and general project administration.	**5%**

Figure 3 – Estimated Distribution of Project Hours by Labor Category.

Flexible Service Delivery (Remote and On-Site)

IRONWOOD will deliver this engagement through a hybrid approach, combining on-site field assessments with remote procedure development and coordination to ensure both accuracy and efficiency.

On-site work will be focused on facility walkthroughs, equipment inventory, and data collection, allowing our team to gather the detailed, equipment-specific information necessary to develop accurate LOTO procedures. Following site visits, the majority of procedure development, documentation, and quality review will be completed remotely to support timely delivery and efficient use of resources**.**

This approach allows IRONWOOD to maintain strong field alignment while ensuring deliverables are completed quickly, consistently, and without unnecessary disruption to City operations**.**

Capacity to Support the City

IRONWOOD utilizes a team-based delivery model that allows for parallel workstreams and efficient execution throughout the project. This ensures that field assessments, procedure development, and quality review activities can occur concurrently, supporting the City's compressed timeline.

Our team has experience supporting municipal and regulated organizations in similar project-based engagements, demonstrating the ability to deliver consistent, high-quality results within defined timelines. By assigning work to the appropriate level of expertise and maintaining structured oversight, IRONWOOD ensures the project is completed with accuracy, consistency, and reliability.

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TOOLS, QUALITY, & DIFFERENTIATORS

IRONWOOD utilizes a **structured, disciplined approach** supported by practical tools and quality controls to ensure all deliverables are **accurate, consistent, and ready for implementation**. Our focus is not only on meeting regulatory requirements, but on delivering **clear, usable documentation** that supports safe execution in the field.

Tools & Documentation Approach

IRONWOOD uses **standardized templates and structured documentation frameworks** to ensure consistency across all procedures while maintaining flexibility for equipment-specific detail. These tools are designed to produce procedures that are:

- Clear and easy to follow in the field
- Consistent in format, terminology, and structure
- Aligned with OSHA requirements and industry best practices
- Adaptable for future updates and internal use

During on-site assessments, our team utilizes **organized data collection methods**, including equipment inventory tracking, structured field notes, and photo documentation, to ensure that all procedures are based on **accurate, site-specific information**. All deliverables will be provided in both **editable formats (Microsoft Word)** and **field-ready PDFs**, allowing the City to maintain and update procedures over time.

Quality Assurance & Control

IRONWOOD applies a **multi-level quality assurance and quality control (QA/QC) process** throughout the project to ensure all procedures are complete, accurate, and consistent. This process includes:

- Technical review to verify accuracy of equipment details and hazardous energy controls
- Compliance review to ensure alignment with applicable OSHA standards
- Consistency review to standardize formatting, terminology, and structure across all procedures
- Usability review to confirm procedures are clear and practical for employees performing the work

Quality control is integrated throughout the development process—not just at the end—ensuring issues are identified and resolved early and that final deliverables are **implementation-ready upon delivery**.

Differentiators

What differentiates IRONWOOD is our ability to deliver solutions that are not only compliant, but **practical, structured, and aligned with real-world operations**. We focus on developing procedures that employees can **understand, follow, and apply consistently**, rather than producing documentation that exists solely for compliance purposes.

Our approach emphasizes **standardization without sacrificing accuracy**, allowing the City to maintain consistency across facilities while ensuring each procedure reflects the specific equipment and conditions involved. In addition, our work is grounded in **documentation discipline and regulatory alignment**, providing the City with deliverables that are both **defensible and sustainable over time**.

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By combining **field-based insight, structured development processes, and disciplined quality control**, IRONWOOD delivers a final product that supports both **regulatory compliance** and **day-to-day operational safety**.

COST PROPOSAL

IRONWOOD proposes a firm-fixed price (FFP) structure for the development of equipment-specific Lockout/Tagout (LOTO) procedures for the City of Broken Arrow. This approach provides the City with cost certainty, transparency, and alignment with defined project deliverables.

This fee includes all labor, project management, on-site assessments, procedure development, quality assurance, and final deliverables as outlined in the Scope of Services.

Phase	Description	Cost
Phase 1: Project Initiation & On-Site Assessments	Kickoff coordination, site visits, equipment inventory, and data collection	$9,000
Phase 2: Procedure Development	Development of machine-specific LOTO procedures and standardized documentation	$16,500
Phase 3: QA/QC & Compliance Review	Technical review, OSHA alignment, and consistency checks	$5,500
Phase 4: Finalization & Delivery	Final deliverables, formatting, and master equipment index	$3,500
Project Management & Coordination	Ongoing oversight, communication, and quality control	$3,500
Total Project Cost		**$38,000**

Figure 4 – Proposed Price.

Optional Services (If Requested)

The following services are not included in the base project scope or firm-fixed price but may be provided upon request through a separately scoped or amended agreement:

- LOTO Training or Implementation Support
- Procedure Updates for New or Modified Equipment
- Additional Site Visits Beyond Initial Scope

If requested, these services will be performed at IRONWOOD's **blended hourly rate of $194.50**, unless otherwise mutually agreed upon in writing.

Travel & Reimbursable Expenses

Travel required for on-site assessments will be billed at actual cost with no markup, in accordance with applicable GSA per diem guidelines. Anticipated travel includes site visits during the assessment phase; however, IRONWOOD will coordinate scheduling to minimize travel-related costs and operational disruption. **AS A LOCALLY BASED FIRM, IRONWOOD IS WELL-POSITIONED TO PROVIDE RESPONSIVE, ON-SITE SUPPORT WHILE MINIMIZING TRAVEL TIME AND ASSOCIATED COSTS.**

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Pricing Assumptions

The proposed cost is based on the following assumptions:

- The City will provide reasonable access to facilities, equipment, and key personnel during scheduled site visits, and will assist in coordinating access as needed.
- The scope includes development of Lockout/Tagout (LOTO) procedures for equipment located at the two identified facilities (City Hall and Field Operations Center), based on a typical municipal equipment environment. For purposes of pricing, a typical municipal equipment environment for two facilities of this type is assumed to include approximately 30–50 pieces of equipment requiring LOTO procedures.
- The total number of equipment assets requiring LOTO procedures is assumed to fall within a standard and manageable range for facilities of this type. If the number of applicable assets significantly exceeds initial expectations, adjustments to scope and pricing may be addressed through mutual agreement.
- Equipment is assumed to be in generally operable condition with identifiable energy sources. Highly complex systems, non-standard equipment, or equipment requiring extensive engineering analysis may require additional scoping.
- The City will provide available documentation (equipment lists, manuals, prior procedures, etc.) to support efficient development and reduce redundancy.
- Work will be completed within the defined project timeline, assuming timely access, coordination, and feedback from the City.
- The proposal includes one (1) consolidated review cycle of draft procedures. Additional revisions beyond this scope may be addressed through mutual agreement.
- Training services, if requested, are not included in this proposal unless otherwise specified and may be provided as an optional add-on.
- Any services outside the defined scope, including but not limited to expanded facility coverage, additional equipment beyond initial assumptions, or extended on-site time, will be addressed through mutually agreed-upon change orders.

Cost Approach

IRONWOOD's pricing reflects a commitment to efficient resource allocation and high-quality delivery. Work is performed at the appropriate level of expertise, ensuring the City receives both technical accuracy and cost-effective execution. Our goal is to deliver a complete, compliant, and implementation-ready LOTO program within a transparent and predictable cost structure.

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REFERENCES

IRONWOOD has provided services to **public-sector and regulated organizations** in areas including **safety program development, compliance support, operational assessments, and procedure development**. The following references reflect organizations for whom IRONWOOD has delivered **similar or related services**.

The following references highlight IRONWOOD's ability to serve as a **trusted advisory partner** in safety, compliance, and operational environments. Beyond these examples, IRONWOOD has **partnered with over 3,000 organizations**, with **approximately 1,500 active client engagements** at any given time. This depth and continuity of service underscore our ability to provide structured, defensible, and implementation-ready support on a scale.

1	**Buckley Space Force Base** • **Contact: Charles Walden** • **Email:** Charles.walden.4@spaceforce.mil • **Scope of Work:** Conducted a confined space inventory and supported safety-related operational assessments within a regulated environment. • **Outcome:** This engagement demonstrates IRONWOOD's ability to support safety-sensitive operations requiring accurate hazard identification, structured documentation, and alignment with regulatory standards. The work required coordination within a controlled, compliance-driven environment, reinforcing our capability to deliver field-informed safety solutions.
2	**Faith Manufacturing, Inc** • **Contact:** Cas Webster, General Manager • **Phone:** 281-441-9595 • **Email:** cwebster@faithmfg.com • **Scope of Work:** Conducted a workplace investigation and provided ongoing consulting support focused on compliance, risk mitigation, safety program functions, and internal process improvement. Services include support with policy development, safety-related procedures, and operational compliance practices. • **Outcome:** IRONWOOD delivered structured findings and recommendations that supported improved documentation practices, compliance alignment, and overall risk management, including enhancements to safety program consistency and operational practices. The engagement established a foundation for ongoing advisory support, demonstrating IRONWOOD's ability to provide practical, defensible guidance across both safety and compliance functions within an operational environment.
	HiVolt Energy • **Contact Name:** Danny Cook • **Title:** Manager • **Number:** 432-288-9244 • **Email:** dcook@hivoltenergy.com • **Scope:** Delivered a comprehensive 12-month safety program implementation, including development of policies, procedures, and safety documentation, with specific focus on Lockout/Tagout (LOTO) and hazard control practices. • **Outcome:** IRONWOOD developed and implemented structured, field-ready safety procedures, improving consistency in safety practices and compliance alignment across operations. The engagement demonstrates our direct experience developing LOTO-

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	related procedures and practical safety documentation designed for real-world application.
3	**City of Missouri City, TX** • **Contact Name:** Shauna Shepard • **Title:** HR Director • **Phone Number:** 281-403-8680 • **Email:** Shauna.Shepherd@Missouricitytx.gov • **Scope:** Partnered with the City to conduct an organizational review within a municipal government environment, supporting a workforce of significant scale and complexity. The engagement included structured interviews, evaluation of internal reporting mechanisms, and analysis of operational and administrative processes impacting organizational effectiveness and leadership oversight. • **Outcome:** IRONWOOD delivered a structured findings report and actionable recommendations that enhanced organizational visibility, communication practices, and internal process consistency. This engagement demonstrates IRONWOOD's experience working within municipal government structures, navigating complex organizational dynamics, and delivering clear, defensible documentation aligned with public-sector expectations and operational realities.
4	**El Paso County, TX** • **Contact Name:** Kourtney Canales, SHRM-CP • **Title:** Employee Relations and Development Manager • **Number:** 915-273-2492 • **Email:** K.Canales@epcountytx.gov • **Scope:** Provided consulting support within a large county government environment, working across departments to evaluate organizational processes, internal controls, and compliance practices. Services included structured fact-finding, review of policies and procedures, and consultation with leadership to assess alignment with regulatory requirements and operational best practices. • **Outcome:** IRONWOOD delivered structured recommendations and process improvements that strengthened documentation practices, internal consistency, and compliance alignment across county operations. This engagement demonstrates IRONWOOD's experience supporting large, complex government organizations, navigating multi-departmental environments, and delivering clear, defensible solutions aligned with public-sector expectations.

Figure 5 – Reference List.

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REQUIRED FORMS & ACKNOWLEDGEMENTS

IRONWOOD acknowledges and agrees to the requirements outlined in Request for Proposal (RFP) 26.149 issued by the City of Broken Arrow. The following certifications and acknowledgements are provided in support of this proposal.

By submission of this proposal, IRONWOOD acknowledges receipt of the RFP and any associated addenda and confirms that this proposal is submitted in accordance with all stated requirements, instructions, and conditions. IRONWOOD understands that proposals must remain valid for a period of ninety (90) calendar days from the proposal due date and agrees to comply with this requirement.

IRONWOOD affirms that it is qualified and capable of performing the services described in this RFP and will comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to safety and employment-related requirements.

IRONWOOD further affirms that all work will be performed in alignment with applicable standards, including OSHA 29 CFR 1910.147, and consistent with industry best practices.

Insurance Certification

IRONWOOD confirms that it maintains all required insurance coverage consistent with the requirements outlined in the RFP. This includes, but is not limited to:

- Workers' Compensation Insurance in accordance with applicable state requirements
- Commercial General Liability Insurance with minimum coverage limits of $1,000,000 per occurrence
- Professional Liability Insurance

Upon award, IRONWOOD will provide certificates of insurance and will name the City as Additional Insured, as required.

Non-Collusion

IRONWOOD certifies that this proposal is submitted in good faith**,** without collusion or fraud, and that the firm has not directly or indirectly induced or solicited any other proposer to submit a false or sham proposal.

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CLOSING

IRONWOOD appreciates the opportunity to submit this proposal to the City of Broken Arrow for Lockout/Tagout (LOTO) Procedure Development Services. We recognize the importance of this initiative in protecting employees, ensuring regulatory compliance, and establishing consistent, reliable safety practices across City operations.

Our team is prepared to deliver a **structured, practical, and implementation-ready solution** that goes beyond documentation—providing the City with **clear, accurate, and field-usable procedures** that employees can confidently apply in real-world conditions.

What distinguishes IRONWOOD is **our ability to combine field-based insight, disciplined methodology, and a focus on usability to deliver results that are not only compliant, but sustainable and defensible over time**. We approach this engagement with **a commitment to accuracy, efficiency, and minimal disruption to City operations**, ensuring the project is completed on schedule and aligned with expectations.

We are confident in our ability to deliver a high-quality outcome that supports both immediate compliance needs and long-term safety performance. More importantly, we view this as an opportunity to serve as a trusted partner to the City—providing not just a deliverable, but a solution that adds lasting value.

We welcome the opportunity to support the City of Broken Arrow on this important initiative and are available at any time to discuss our approach, answer questions, or provide additional information.

"What sets IRONWOOD apart is their ability to adapt to the unique challenges faced by clients across various industries. Their commitment to delivering tailor-made solutions is indicative of their customer-centric business philosophy." – Client

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APPENDICES

Appendix A – Consultant Biographies

IRONWOOD assigns experienced HR professionals to support client engagements, ensuring organizations receive practical guidance grounded in employment law, regulatory compliance, and workforce management best practices. Our consultants regularly support public-sector and regulated organizations in navigating complex employee relations matters and implementing consistent HR practices.

The following biographies summarize the qualifications and professional experience of the consultants who may provide support to the City as part of the proposed service delivery model.



Kevin Reynolds is the President of IRONWOOD Business Consulting and brings more than 30 years of experience advising organizations on regulatory compliance, operational risk management, and workplace safety practices. Kevin has built IRONWOOD around a core mission of helping organizations navigate complex regulatory environments by translating compliance requirements into practical, implementable operational practices.

Kevin has extensive experience supporting organizations in safety, regulatory compliance, and operational advisory services, including compliance with Department of Labor (DOL), Occupational Safety and Health Administration (OSHA), and Department of Transportation (DOT) regulations. His work focuses on helping organizations understand regulatory expectations, strengthen internal procedures, and reduce operational risk through improved compliance practices and workforce training.

After graduating from the University of Texas McCombs School of Business, Kevin founded and operated his own business for 15 years before transitioning into regulatory compliance consulting. For the past 15 years, he has advised organizations across the United States on OSHA, DOT, and DOL compliance matters, assisting leadership teams in strengthening compliance programs, improving safety practices, and effectively managing regulatory challenges.

Kevin is also an active presenter and industry speaker on regulatory compliance and workplace safety topics. He has presented for organizations including the Texas Mechanical Contractors' Association, Texas Motor Trucking Association, Colorado Motor Carriers Association, AIG's Safety Roundtable, Texas Mutual Loss Control Group, and Caterpillar's Costa Rica Peer Group. These engagements reflect his experience advising organizations operating in highly regulated environments where workplace safety and regulatory compliance are critical to operations.

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Christine Beldner, MSHRM, SPHR, SHRM-SCP, Senior Human Resources Consultant with IRONWOOD based in Northeast Oklahoma. Christine holds both a Bachelor's and Master's of Science in Human Resources Management and brings extensive experience supporting organizations with human resources compliance, employee relations, workforce management practices, and safety-related initiatives**.**

Christine holds the **Senior Professional in Human Resources (SPHR®)** certification from HRCI and the S**HRM Senior Certified Professional (SHRM-SCP)** credential, as well as the **SHRM Workplace Investigations Specialty**. She is an active member of the Society for Human Resource Management (SHRM) and the Tulsa Area Human Resources Association (TAHRA). Christine also holds a **Private Investigator license** through the State of Texas.

Earlier in her career, Christine supported small and large Department of Defense contractors, gaining experience in HR administration, payroll coordination, contracts, operational management, and safety oversight within highly regulated environments**.** As a Facility Security Officer and Safety Manager for various organizations**,** she supported safety compliance efforts, policy implementation, and adherence to regulatory requirements in complex operational settings. She also holds Lean Six Sigma Yellow Belt and Designated Project Manager certifications from the University of South Florida, along with additional professional development in workforce reintegration and workplace diversity initiatives.

Through her consulting work with IRONWOOD, Christine assists organizations with strengthening HR and safety-related practices, addressing employee relations concerns, and supporting compliant, consistent, and risk-aware operational processes**.**





Heith Spencer is a seasoned Health, Safety, and Environmental (HSE) professional with more than 20 years of hands-on experience leading safety initiatives across diverse industries, including manufacturing, construction, oil and gas, and logistics. Currently serving as HSE Coordinator for IRONWOOD Business Consulting, Heith brings a strategic and practical approach to workplace safety, regulatory compliance, and operational risk management.

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Throughout his career, Heith has led the development and implementation of comprehensive safety management systems, conducted detailed incident investigations, and delivered workforce training programs aligned with OSHA standards and industry best practices. His experience includes supporting organizations in strengthening hazard recognition, improving safe work procedures, and reinforcing compliance with workplace safety regulations. Heith has also overseen environmental compliance programs, emergency response planning, and maintenance safety initiatives in both domestic and international operational environments.

Heith holds an **Associate of Applied Science in Occupational Safety and Health** from Columbia Southern University and is a **Certified Safety and Health Official** through the Texas A&M Engineering Extension Service (TEEX). His professional certifications include **OSHA Outreach Trainer**, **Medic First Aid and CPR Instructor**, **H2S and Confined Space Trainer**, and **Overhead Crane and Rigging Instructor**.

A natural leader and hands-on safety professional, Heith is committed to helping organizations build proactive safety cultures, reduce operational risk, and protect both employees and business operations. In his role at IRONWOOD, Heith supports clients and internal teams by strengthening regulatory compliance programs, elevating safety standards, and delivering practical, field-tested training and safety solutions.



Lindsey Karam serves as a Safety Administrator bringing more than 12 years of experience supporting organizations in regulatory compliance and operational safety administration. In her role at IRONWOOD, Lindsey works closely with clients to support compliance initiatives by gathering and managing regulatory documentation, maintaining compliance records, and assisting organizations in navigating complex compliance platforms and reporting requirements.

Lindsey regularly communicates with clients regarding safety and compliance obligations, helping organizations understand regulatory requirements and ensuring the appropriate documentation and processes are in place to maintain compliance. Her work supports clients operating in regulated environments where maintaining accurate records and adherence to safety and regulatory standards is critical.

Prior to joining IRONWOOD, Lindsey managed chemical regulatory requirements and safety compliance for a chemical supplier, overseeing compliance with applicable chemical handling, shipping, and documentation standards. This role provided her with practical experience managing regulatory obligations related to hazardous materials, domestic and international shipping requirements, and safety documentation.

Lindsey holds a **Bachelor of Science in Business Administration** from Southern Wesleyan University. She also maintains professional certifications in **DOT Dangerous Goods Shipping**, **IATA Dangerous Goods Shipping**, and **OSHA 30-Hour General Industry, OSHA 510 for Construction Industry, OSHA 511 for General Industry, and Designated Employer**

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Representative PHMSA. Her experience supports IRONWOOD's safety and compliance programs by ensuring regulatory requirements are properly documented, communicated, and integrated into client operations.







Anthony "Tony" Gantt is a Project Manager with IRONWOOD based in Texas. A 20-year U.S. Army retiree, he brings more than 30 years of experience in operations and program management across both nonprofit and private sector environments.

Prior to joining IRONWOOD, Tony served as a Performance Center Manager where he led a team of Master Resilience Trainers and performance experts supporting military personnel, family members, and Department of Defense civilians. In this role, he facilitated training focused on resilience, leadership development, and strategies for coping with high-stress environments.

Tony holds a **Master of Arts in Human Services with a concentration in Military Resilience** from Liberty University. He also holds a **Lean Six Sigma Yellow Belt** certification from the University of South Florida and a **Level 3 Master Resilience Trainer certification** from the University of Pennsylvania. He is currently pursuing the **Project Management Professional (PMP)** certification.

In his role at IRONWOOD, Tony oversees project coordination and delivery, helping ensure engagements remain organized, within scope, and aligned with client expectations.





Nickole "Nikki" Ayala is a Project Manager with IRONWOOD based in Texas. She provides administrative and coordination support for consulting engagements, assisting with project documentation, communication, and workflow management to help ensure projects are delivered efficiently and in alignment with client needs.

Nikki is bilingual and supports effective communication with diverse stakeholders, helping facilitate clear coordination between consulting teams and client organizations. Her ability to organize project materials, track progress, and support collaborative workflows contributes to the smooth execution of IRONWOOD's consulting engagements.

Nikki is committed to continuous professional development and expanding her knowledge in project coordination and administrative support within consulting environments.

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Appendix B – Sample LOTO Procedure Excerpts

The following LOTO procedure components are included as practical examples to demonstrate how hazardous energy control requirements can be documented and implemented in a clear, consistent, and operationally usable format. These examples align with guidance from the Occupational Safety and Health Administration and are intended to support adaptation based on site-specific equipment, energy sources, and work practices.

4. Responsibilities

4.1. Operations Manager

4.1.1. Ensures compliance with OSHA and company policies.

4.2. Provides training and enforcement of LOTO SOPs.

4.3. Conducts regular annual audits of each LOTO SOP to ensure the energy control procedures continue to be implemented properly and that employees are familiar with their responsibilities under those procedures.

4.3.1. To ensure that the procedure is adequate to provide effective protection to the authorized employee during servicing and maintenance operations.

4.4. Site Supervisor/Area Foreman

4.4.1. Supervises daily operations and enforces safety measures.

4.4.2. Ensure all equipment is inspected and maintained per regulations.

4.4.3. Stop operations if unsafe conditions arise.

4.5. Equipment Operators and Technicians

4.5.1. Operate equipment safely.

4.5.2. Follow all safety protocols and wear appropriate Personal Protective Equipment (PPE).

4.5.3. Report any malfunctions or hazards immediately.

4.5.4. Participate in training and safety meetings.

5. Safety Requirements

5.1. Personal Protective Equipment (PPE)

5.1.1. Safety glasses and gloves are required.

5.1.2. Either ANSI Z41 approved footwear or composite-toe boots that the conducted portion of the composite-toe is not in contact with the foot or is not exposed on the outside of the shoe.

5.1.3. Hearing protection is mandatory when working near running generators.

6. Standard Operating Procedures

6.1. Notification

6.1.1. All site affected personnel are to be notified of the LOTO procedure being implemented.

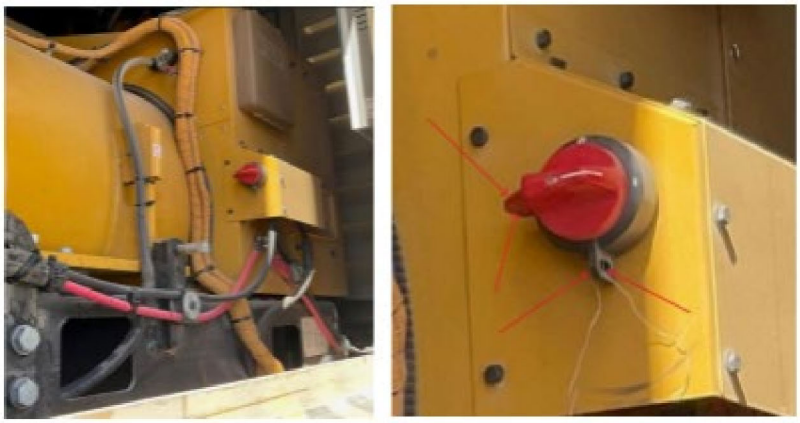
6.2. Equipment Specific Shutdown Procedure for Engine Only

6.2.1. Step #1: Shut down generator engine using standard shutdown procedure.

Figure 6 – Sample LOTO Procedure Excerpt – Page 1 of 3.

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6.2.2. Step #2: Following generator shutdown, turn the generator battery power switch to the off position. See pictures below of the location of the generator battery switch.

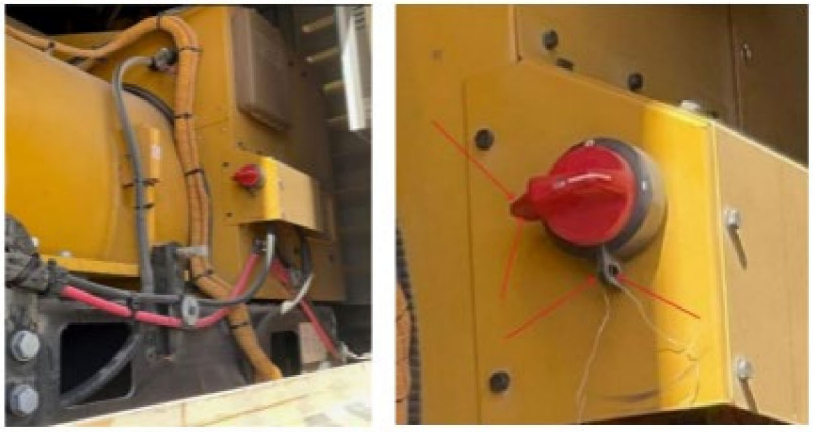


6.3. Ensuring Shutdown

6.3.1. If no generator noise or vibrations are present, the generator is powered down. Verify on company's SCADA system.

6.3.2. Apply Lockout Tagout Devices

6.3.3. With the generator power switch in the off position, the holes align, allowing a lock to be applied. Apply LOTO device to the power switch and secure key. Apply LOTO tag to power switch designating the equipment is LOTO.



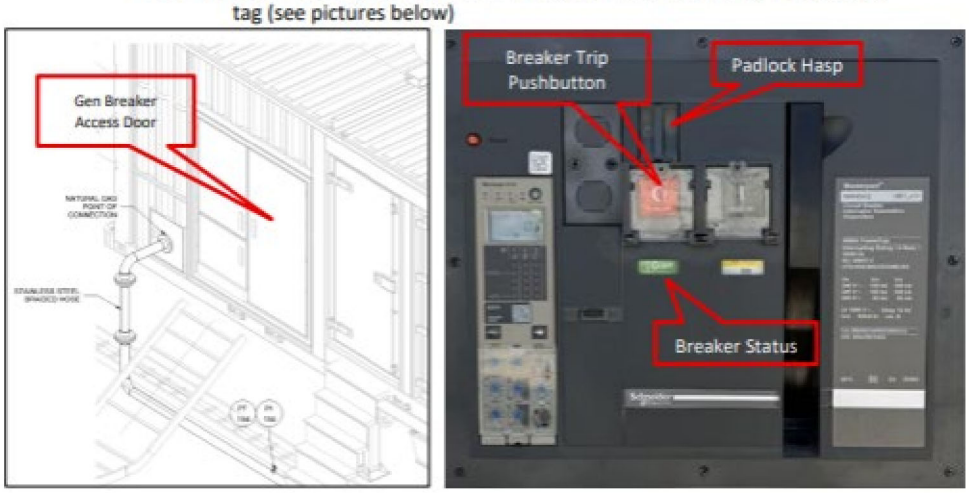
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Figure 7 – Sample LOTO Procedure Excerpt – Page 2 of 3.

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6.4.3.1.3. Verify the breaker opens and the trip indicator changes to green "OFF" in the status window.

6.4.3.1.4. Apply lockout/tagout device by pulling out hasp and attaching lock and tag (see pictures below)



6.4.4. Shore Power Breaker (Optional)

6.4.4.1. See *Generator Accessories and Engine LOTO SOP* for applicable LOTO procedures for locking out the Shore Power Breaker. Note: This will not isolate the energy to the generator power bus or generator but will remove 480V auxiliary power from the generator.

6.5. Checking for Stored Energy Sources

6.5.1. Not applicable on generator LOTO

6.6. Verifying Isolation of Energy Sources

6.6.1. Attempt to start generator through SCADA system. Generator should not start.

6.6.2. The engine is locked out but not the accessories or generator power bus. Work can be performed.

6.7. Restoring Equipment Back Online

6.7.1. Notify affected employees onsite of the LOTO device being removed and the generator being brought back online.

6.7.2. Clear immediate work area of personnel and any tools used in servicing.

6.7.3. Remove the lock from the red power switch in the generator room, see the picture

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Figure 8 – Sample LOTO Procedure Excerpt – Page 3 of 3.

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RFP

Final Audit Report 2026-04-22

Created:	2026-04-22
By:	Rachelle Cross (rachelle@ironwoodbc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcb5GoPWwhjqlWNS2J0Tm2mkJOZWvJCSK

"RFP #" History

Document created by Rachelle Cross (rachelle@ironwoodbc.com)
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2026-04-22 - 10:19:01 PM GMT

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2026-04-22 - 10:26:39 PM GMT

Document e-signed by Kevin Reynolds (kevin@ironwoodbc.com)
Signature Date: 2026-04-22 - 10:26:52 PM GMT - Time Source: server

Agreement completed.
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Jacobs

Proposal for RFP 26.149 – Lockout Tagout (LOTO) Written Procedure Development Services

City of Broken Arrow, Oklahoma

Submitted by:
Jacobs

Luke Lenard, PE, Project Director

April 23, 2026



8801 S. Yale Avenue
Suite 290
Tulsa, Oklahoma 74137
T 918.583.3057

April 23, 2026

Kelly Cox
Human Resources Director
City of Broken Arrow
PO Box 610
Broken Arrow, OK 74013

Dear Kelly,

Jacobs is pleased to submit this proposal in response to RFP 26.149 – Lockout/Tagout (LOTO) Written Procedure Development Services. We understand the City of Broken Arrow is seeking a qualified partner to support the development of equipment-specific, OSHA-compliant Lockout/Tagout procedures for machinery located at City Hall and the Field Services Building.

Jacobs brings a strong safety culture, deep regulatory knowledge, and practical field experience supporting municipalities and public agencies. Our approach focuses on delivering accurate, consistent, and user-friendly LOTO procedures that enhance worker safety, reduce operational risk, and support long-term compliance.

We appreciate the opportunity to continue to support the City of Broken Arrow and look forward to working collaboratively to deliver high-quality, field-ready documentation aligned with OSHA requirements and City expectations.

Sincerely,

Luke Lenard, PE
Project Director
Jacobs

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1. Organizational Structure

Jacobs is organized to deliver integrated, multidisciplinary solutions for public sector clients through clear accountability, strong technical leadership, and disciplined project management. For this Lockout/Tagout (LOTO) Procedure Development project, Jacobs will utilize a dedicated project team structure that integrates project management, health and safety expertise, electrical engineering, and professional documentation support to ensure accurate, OSHA-compliant, and field-ready deliverables.

Executive oversight is provided by the Project Director responsible for staffing, resource alignment, and overall accountability to the City. A Project Manager serves as the City's primary point of contact and is responsible for scheduling, coordination of site activities, and management of technical staff. This structure ensures timely communication, efficient issue resolution, and adherence to the RFP schedule.

Technical execution is carried out through close collaboration between Jacobs' Health, Safety, and Environment (HSE) professionals and licensed electrical engineers. Jacobs' HSE staff bring extensive experience applying OSHA 29 CFR 1910.147 and state requirements in municipal and industrial environments and routinely evaluate LOTO practices at active facilities. Jacobs' electrical engineers provide the technical capability to accurately identify hazardous energy sources, isolation points, and verification methods across a wide range of mechanical and electrical equipment commonly found in City facilities.

Supporting these efforts, Jacobs' Client Deliverables group produces clear, consistent, and fully editable documentation tailored for field use and long-term maintenance. This team ensures procedures, equipment inventories, and summary reports are user-friendly, suitable for employee training, and consistent with regulatory and industry best practices. Together, this organizational structure enables Jacobs to efficiently perform site assessments, identify and inventory applicable equipment, develop compliant and practical LOTO procedures, and meet the City of Broken Arrow's safety, quality, and schedule requirements.

2. Relevant Experience and Qualifications

Jacobs has extensive experience reviewing and refining equipment-specific lockout/tagout (LOTO) procedures for municipal utilities and similar public-sector organizations, with a focus on protecting workers from hazardous energy while maintaining safe operations across multiple facilities. Our Health, Safety, and Environment (HSE) professionals maintain high-quality training in OSHA and recognized industry safety standards and routinely evaluate and inspect contractor LOTO procedures on active plant and construction sites across the country. This hands-on, field-based experience reinforces practical application of regulatory requirements and supports the development of effective, defensible energy control procedures.

Jacobs' electrical engineering team consists of licensed professional engineers with a strong understanding of OSHA requirements, the National Electrical Code, and related industry standards. Our engineers have experience across a wide range of facilities, from municipal buildings to water and wastewater treatment plants with complex electrical, mechanical, and process equipment. This combined HSE and engineering expertise supports accurate identification of energy sources, isolation points, and verification methods and enables Jacobs to deliver high-quality, field-ready documentation. Procedures and equipment inventories are provided in clear, user-friendly, and fully editable formats to support efficient implementation, employee training, and long-term maintenance by City staff.

Jacobs' Client Deliverables group provides the flexibility and technical proficiency needed to produce high-quality, field-ready documentation tailored to client needs. Our highly professional staff is experienced in rapidly and efficiently developing clear, user-friendly, and fully editable deliverables that support safe execution, training, and long-term program maintenance. The team is adept at producing documents in a wide range of formats and layouts, ensuring consistency, accuracy, and ease of use for field personnel while meeting project schedules and quality expectations.

2.1 Relevant Project Experience

City of Austin Public Works – Austin Water

- Evaluated the existing lockout/tagout (LOTO) program to verify compliance with OSHA hazardous energy control requirements and identify improvement opportunities.
- Supported confined space entry activities involving a sludge hopper, including hazard identification and verification of energy isolation measures.

University of Texas at San Antonio

Annex HVAC Systems

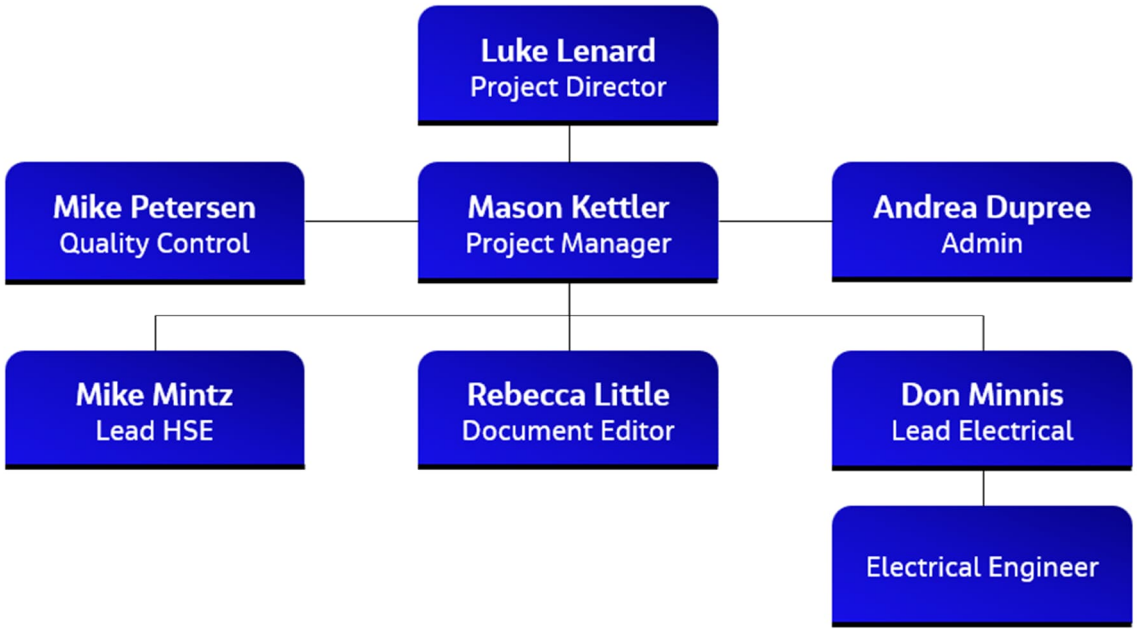
- Reviewed equipment-specific LOTO procedures to ensure effective prevention of inadvertent chiller startup during maintenance activities.
- Supported personnel performing chiller evaluations by verifying isolation points and procedural clarity to reduce exposure to hazardous energy.

Texas Department of Criminal Justice

Project name/topic

- Conducted an independent safety evaluation and provided corrective action recommendations for a prime contractor at the client's request following a high voltage electrical incident.
- Assessed contractor work practices and hazardous energy control measures after an employee electrical shock to identify root causes and prevent recurrence.

3. Project Team

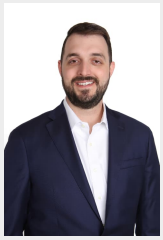




Luke Lenard, P.E.
Project Director

Luke serves as the Project Director for this project, providing executive oversight for the project, ensuring the team is properly staffed with qualified personnel, that resources are aligned to meet project objectives, and confirming that Jacobs' deliverables meet the City's expectations.

Education: MBA Project Management, Louisiana State University – Shreveport
BS Civil Engineering, Louisiana State University



Mason Kettler, P.E.
Project Manager

Mason serves as the Project Manager providing overall project management, scheduling, and staff coordination for this effort.

Education: BS Civil Engineering, University of Oklahoma



Donald Minnis, P.E.
Lead Electrical Engineer

Don is a Senior Electrical Engineer with over 16 years of experience specializing in electrical power, controls, instrumentation, and SCADA systems for municipal water and wastewater facilities. His expertise includes medium- and low-voltage power distribution, motor control centers, standby and emergency power systems, and integrated automation solutions.

Mr. Minnis has led and supported electrical design for a wide range of complex treatment facilities, raw water intakes, pump stations, and regional water infrastructure projects, with construction values up to $56 million. He has extensive experience developing construction documents, performing power system studies, and coordinating across disciplines to deliver reliable, maintainable, and code-compliant systems. He is a member of IEEE.

Education: BS Electrical Engineering, University of Houston



Mike Mintz
Lead HSE

Mike has more than 30 years of health, safety, and environmental (HSE) experience across construction and general industry environments, including extensive work on municipal, industrial, marine, transportation, healthcare, and utility infrastructure projects. He has served as Health and Safety Manager on numerous complex projects, providing HSE planning, regulatory compliance support, on-site safety audits, contractor oversight, and implementation of project-specific health and safety programs.

Mr. Mintz has deep knowledge of OSHA standards and industry best practices, and is highly experienced in hazard identification, risk assessments, confined space entry planning, and fall protection. He is also a qualified accident investigator with experience ranging from property damage incidents to complex, multi-fatality events, applying root cause analysis to prevent future occurrences. His background includes frequent field inspections and evaluation of contractor safety programs on active plant and construction sites, supporting consistent and defensible safety performance.

Education: Associate, Instructor of Technology and Military Science, Community College of the Air Force

Associate, Occupational Safety and Health, Community College of the Air Force

Associate, Avionics Electronics, Community College of the Air Force

4. Understanding of Scope and Methodology

Jacobs understands that this project includes on-site assessments at City Hall and the Field Services Building; identification and inventory of machinery requiring equipment-specific Lockout/Tagout procedures; evaluation of hazardous energy sources; and development of OSHA 29 CFR 1910.147 and OAC 380:40-122 compliant LOTO documentation delivered in editable Word and field-ready PDF formats.

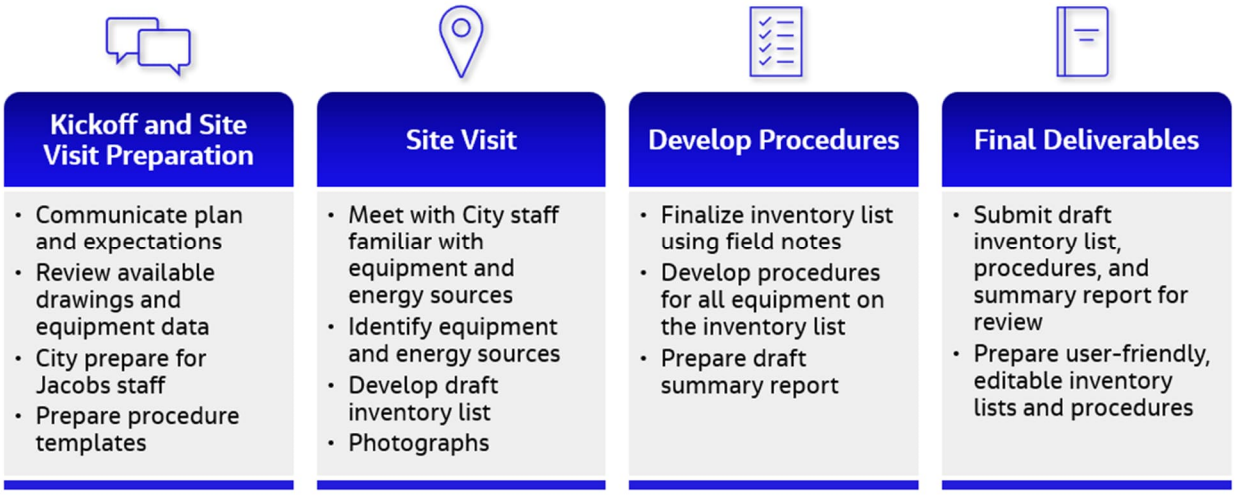
We understand that the City has not provided a predefined inventory of equipment and that the final scope will be confirmed through coordinated site visits and equipment walkthroughs.

Scope of Services Outline

- Kickoff meeting and site visit preparation
- Site visit
- Develop individualized lockout/tagout procedures for all equipment on the inventory list
- Summary report
- Final deliverables

5. Work Plan, Approach, and Timing

Our approach is focused on the development of OSHA-compliant lockout/tagout (LOTO) procedures that protect employees from hazardous energy while supporting safe and efficient operation of City of Broken Arrow facilities. Jacobs will execute the work through a structured four-phase methodology designed to identify energy hazards, establish effective energy control measures, and deliver clear, usable documentation in accordance with OSHA 29 CFR 1910.147 and industry best practices.



5.1 Kickoff Meeting and Site Visit Preparation

The kickoff meeting will align stakeholders on the objectives, scope, roles, schedule, and communication protocols. Following kickoff, Jacobs will review existing City LOTO practices against applicable federal and state regulatory requirements, such as OSHA 29 CFR 1910.147 and OAC 380:40-1-22, to identify gaps and non-compliance in policies and procedures, equipment isolation methods, and employee responsibilities. This assessment will identify strengths, weaknesses, and inconsistencies across facilities and procedures. The findings will be used to establish a baseline for improvement and alignment with best practices and regulatory standards.

5.2 Site Visit

- **Identify hazards associated with hazardous energy sources.**

  Jacobs and City staff will identify energy sources present with the City Hall and the Field Services Building including electrical, mechanical, hydraulic, pneumatic, thermal, etc.

- **Identify all equipment and machinery that require individualized LOTO procedures.**

  An inventory will be created to list all machines, systems, and equipment that require lockout/tagout controls during service and maintenance. The inventory will identify and document items that require a site-specific and/or task-specific LOTO procedure. Each item on the inventory will be assessed for its equipment type; description; location; voltage panel; breaker; disconnect type; and LOTO procedure.

5.3 Develop Procedures

- **Develop standardized, equipment specific LOTO procedures**

Jacobs will develop individual LOTO procedures for equipment identified at the two facilities (City Hall and Field Services Building). These procedures will include:

- Equipment identification (name, location, ID if applicable)
- Type(s) of hazardous energy
- Detailed shutdown procedures
- Isolation steps
- Lockout/tagout application steps
- Stored energy release methods
- Verification of isolation
- Restart procedures

Procedures will be written in plain language and supported by photographs, diagrams, and standardized formatting to ensure they are easy to understand and follow.

- **Summary Report**

  Jacobs will prepare a comprehensive summary report documenting the work performed, identifying gaps between the City's existing lockout/tagout (LOTO) program and applicable OSHA and Oklahoma Administrative Code (OAC) requirements, and providing prioritized recommendations to achieve and sustain regulatory compliance. In addition, Jacobs will assist the City by identifying OSHA-compliant training programs suitable for City staff, helping to reduce the cost of on-site training while providing greater flexibility to minimize operational disruptions.

5.4 Schedule

We understand the City is working within a defined timeline and will work collaboratively to align project activities with the schedule identified in the RFP.

Anticipated Contract Award	May 5, 2026
Project Kickoff	May 6, 2026
Site Visits	May 6 – May 8, 2026
Draft Procedure Delivery	June 1, 2026
Final Deliverables	June 5, 2026

5.5 Assumptions and Exclusions

- All applicable fuses and panels will be labeled by City staff prior to the site visit.
- 28 procedures were assumed for cost development for both facilities.
- Physical modification of equipment is excluded from the scope. OSHA and ANSI standards make clear that LOTO programs focus on administrative and procedural controls rather than engineering redesigns or hardware alterations. Any modifications, such as installing new isolation devices, adding lockable disconnects, or upgrading control systems, fall under engineering or maintenance responsibilities and must be managed by qualified personnel under separate authorization.

- Training delivery and enforcement activities are also excluded unless specifically added through a contract amendment. The Consultant may provide training materials and guidance, but the City retains responsibility for conducting training sessions, verifying employee competency, and enforcing disciplinary measures. Jacobs will recommend an OSHA certified training program that best fits the City's needs.
- Electrical or engineering design services are excluded from this scope, as these activities fall outside the boundaries of administrative program development. Tasks such as designing electrical isolation points, modifying circuitry, performing arc-flash calculations, or specifying engineered safety devices must be completed by qualified engineers under separate authorization. The Consultant's role is limited to documenting existing energy control points and recommending administrative improvements, not altering system design.
- The City retains full responsibility for implementing the LOTO program and ensuring ongoing compliance. OSHA clearly states that employers are accountable for establishing, enforcing, and maintaining an effective energy control program, including training, inspections, and corrective actions. While the Consultant provides expert guidance, documentation, and recommendations, the City must ensure that procedures are followed, employees are trained, and the program is integrated into daily operations.

6. References

City of Broken Arrow
Tim Robins, PE – trobins@brokenarrow.gov – 918-644-6494

City of Oklahoma City
Josh Morgan – josh.morgan@okc.gov – 405-297-1222

City of Tulsa
Matt Vaughan – mvaughan@cityoftulsa.org – 918-596-9845

Austin Water
Matthew Scharf - matthew.Scharf@austintexas.gov - 512-801-0567
Sam Shorter, PE – Sam.Shorter@austintexas.gov - 512-829-1329

7. Cost Effectiveness

Because a predefined equipment inventory has not been provided, Jacobs proposes pricing on a per-equipment basis. Final project costs will be based on the number of qualifying equipment items confirmed during site assessments. Any services requested outside the defined scope will be addressed through mutually agreed-upon supplemental pricing.

Kickoff Meeting	$4,280.00
Site Visits	$39,010.00
Site Visits	$16,480.00
Equipment Inventory List - City Hall	$9,530.00
Equipment Inventory List - Field Operations Center	$9,530.00
Evaluate Energy Sources Review	$3,470.00
Draft Procedure Delivery	$36,750.00
City Hall – Assumed 28 Procedures	$15,210.00
Field Operations Center – Assumed 28 Procedures	$15,210.00
Summary Report	$6,330.00
Final Procedure Delivery	$14,220.00
City Hall - Assumed 28 Procedures	$4,980.00
Field Operations Center - Assumed 28 Procedures	$4,980.00
Summary Report	$4,260.00
Expenses	$5,500.00
Total	**$99,760.00**

Additional Services

Additional Site Visit (4 days) with Two Staff	$20,500.00
Equipment Inventory Per Facility	$10,000.00
Individual LOTO Procedures Per Procedure	$850.00

Vibhutie Pandey, Manager of Projects	04/23/2026 Date	Scott Young, Vice President	04/23/2026 Date

CITY OF
BROKEN ARROW, OK

LOCKOUT/TAGOUT (LOTO)
WRITTEN PROCEDURE
DEVELOPMENT SERVICES

FIXED PRICE PROPOSAL
100.1

DATE OF ISSUE: 04-15-2026

PRESENTED TO: City of Broken Arrow, OK

PROPOSED BY: LOTO Lighthouse
King of Prussia, PA
JayM@LOTOLighthouse.com

Date: 04-15-2026
Quotation #: 260415_100

We are pleased to submit the following proposal for Lockout/Tagout Program services to **City of Broken Arrow, OK**. Pricing for this quotation:

Line Item	Customer Requested Scope	Price Estimate
1	• Initial Facility / Equipment Assessment • Equipment Inventory Verification • Development of Individual LOTO Procedures • Field Verification / Validation of Procedures • Electronic Formatting / Final Deliverable Preparation • On-Site Consultation / Meetings	**~$15,000.00*** **(Estimating 50 machines)**

* Procedures will be provided to Customer for an all-inclusive price of $300 per equipment. The total price will be modified based on actual count to be verified on-site. This price assumes one on-site trip with remote delivery of all deliverables.

Line Item	Additional Optional Items	Customer Price	Unit of Measure
1	Additional Site Visits Beyond Scope	**$5,000**	**Per Visit**
2	Emergency / Rush Turnaround Services	**$225**	**Per Hour**
3	Additional Services Requested by City Beyond Included Scope	**$150**	**Per Hour**
4	Employee Training / LOTO Procedure Rollout Assistance	**$150**	**Per Hour**

Please note the following items in reference to this proposal:

- Quote expires 90 days from date of issue
- Invoicing terms are Net 30 days
- All prices are in USD
- Services to be invoiced 50/50 - 50% of initial estimate will be invoiced upon project acceptance and balance of cost (based on actual equipment) will be invoiced upon project completion
- Customer may request modified invoicing terms, per LOTO Lighthouse approval

Please Issue Purchase Order to: LOTO Lighthouse
Ref: Quote # 260415_100
Email P.O. to JayM@LOTOLighthouse.com

Customer Bid Requirements

Cover Letter

LOTO Lighthouse is a lockout/tagout safety consulting firm specializing in OSHA compliance and employee safety. We are located in Philadelphia, PA and conduct projects all over the country. Our mission is to create a safer work environment for as many people in the United States workforce as possible. We have over 10 years of experience specifically in the lockout/tagout regulation (1910.147). Jay Mathew will be the primary contact person for this project. He is an industry expert from both the safety and lockout tagout side, as well as on the project management side.

_____

Jay Mathew

CEO of LOTO Lighthouse

Background Information

LOTO Lighthouse is a safety consulting firm located in Philadelphia, PA. The project team consists of Jay Mathew, who is both the Subject Matter Expert (SME) and the Project Manager (PM).

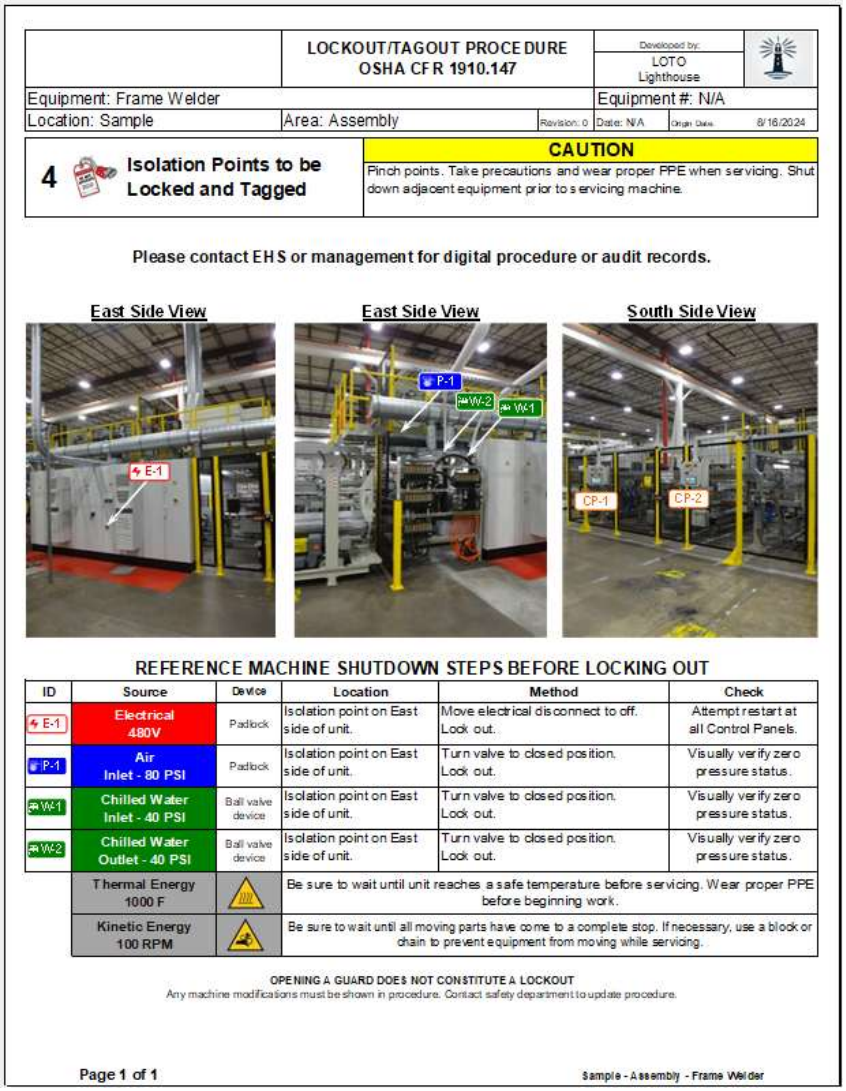
SME - He has a background in electrical and computer engineering from Drexel University and over a decade of experience in specifically lockout/tagout, both implementing and auditing programs in various industries across the county. Industry experience consists of, but is not limited to, manufacturing, distribution, pharmaceutical, automotive, hospital, administrative, water treatment, refineries, and food & beverage. He is both OSHA 30 and TUV 0 certified.

PM – He also carries LEAN Yellow Belt and Bronze Certifications, and is currently working on his PMP. He has managed hundreds of projects across the past 10 years, many involving various custom requests, complex industries, and multi-site corporate customers, requiring a significant amount of coordination, communication, and finesse.

LOTO Procedure Tools/Services

LOTO Lighthouse specializes in developing clear and concise graphical equipment-specific procedures that exceed OSHA compliance requirements. These procedures are provided in both PDF and Excel format, to allow for easy future end user modification, as needed. We can use a Word template, if Customer prefers, but we do strongly recommend our user-friendly Excel template.

LOTO Lighthouse Sample Procedure:



LOCKOUT/TAGOUT PROCEDURE
OSHA CFR 1910.147

Developed by: LOTO Lighthouse

Equipment: Frame Welder | Equipment #: N/A
Location: Sample | Area: Assembly | Revision: 0 | Date: N/A | Origin Date: 8/16/2024

4 Isolation Points to be Locked and Tagged

CAUTION
Pinch points. Take precautions and wear proper PPE when servicing. Shut down adjacent equipment prior to servicing machine.

Please contact EHS or management for digital procedure or audit records.

East Side View

East Side View

South Side View

REFERENCE MACHINE SHUTDOWN STEPS BEFORE LOCKING OUT

ID	Source	Device	Location	Method	Check
E-1	Electrical 480V	Padlock	Isolation point on East side of unit.	Move electrical disconnect to off. Lock out.	Attempt restart at all Control Panels.
P-1	Air Inlet - 80 PSI	Padlock	Isolation point on East side of unit.	Turn valve to closed position. Lock out.	Visually verify zero pressure status.
W-1	Chilled Water Inlet - 40 PSI	Ball valve device	Isolation point on East side of unit.	Turn valve to closed position. Lock out.	Visually verify zero pressure status.
W-2	Chilled Water Outlet - 40 PSI	Ball valve device	Isolation point on East side of unit.	Turn valve to closed position. Lock out.	Visually verify zero pressure status.
	Thermal Energy 1000 F		Be sure to wait until unit reaches a safe temperature before servicing. Wear proper PPE before beginning work.		
	Kinetic Energy 100 RPM		Be sure to wait until all moving parts have come to a complete stop. If necessary, use a block or chain to prevent equipment from moving while servicing.		

OPENING A GUARD DOES NOT CONSTITUTE A LOCKOUT
Any machine modifications must be shown in procedure. Contact safety department to update procedure.

Page 1 of 1

Sample - Assembly - Frame Welder

Project Methodology/Process:

1. Obtain all information available from Customer (existing files, addresses of locations, etc).
2. Review all provided information to develop a thorough understanding of the project and Customer.
3. Create an project plan to propose to Customer with preferred project process, suggested on-site dates, and estimated project progress that all align with Customer's draft deadline of June 1st.
4. During the site visit, we prefer to do an initial walkthrough to obtain a general understanding of the layout, location of primary disconnects, and overall facility flow. An inventory of all existing equipment will be documented at this time.

5. The on-site assessment is then conducted from one end of the facility to the other, assessing and documenting every machine along the way. Notes and pictures are taken on the spot for new procedure development. Procedures are later developed off-site.
6. Notes and pictures for ~40 machines may be collected during one on-site day. This number is simply being shared to provide a general idea. It is dependent on many variables, such as facility layout, area access, equipment complexity, and location of energy isolation points.
7. Equipment is assessed by viewing all inputs and outputs on a machine to identify and record all hazardous energy sources. These sources are then traced to identify and record the energy isolation point. This process, combined with years of equipment knowledge, ensures complete accuracy, so that no energy sources are missed.
8. On-site consultant is both a safety and equipment knowledge expert. However, there may be times where Customer's equipment/maintenance subject matter expert (SME) is needed to answer questions regarding location of energy sources. For example, if conduit or piping is traced into a wall with no additional labeling. An escort is not needed at all times. LOTO Lighthouse can schedule time with the SME to address all questions at once, if needed.
9. Remotely, all the data is compiled and utilized for procedure development. Procedures are developed in LOTO Lighthouse's Microsoft Excel template. This allows for standardization, consistency, and clarity across all procedures. The procedures are then reviewed a second time as a quality check.
10. All drafts are shared with the Customer prior to any finalizations, allowing for feedback.
11. Upon receiving additional feedback from Customer, final updates are made to deliverables and handed over.

Project Duration

LOTO Lighthouse estimates 2 on-site days to collect data and pictures necessary to create an equipment inventory list and develop all LOTO procedures required for both Customer locations listed below:

- City Hall - 220 S. First Street, Broken Arrow, OK
- Field Operations Center - 2300 South 1st Place, Broken Arrow, OK

Based on current availability at the time of this proposal, LOTO Lighthouse can come on-site the week of 5/25.

The on-site visit will be followed by remote time to compile the data and pictures collected on-site to create the inventory list and develop all of the procedures. If LOTO Lighthouse comes on-site the week of 5/25, we will guarantee that draft procedures are digitally delivered to the Customer by 6/1.

Project Pricing

LOTO Lighthouse is providing Customer with an all-inclusive rate of $300 per equipment for the requested scope of this project – an inventory list of all equipment and an equipment specific lockout/tagout procedure for each machine. There will not be any additional fees for travel time, expenses, etc. If Customer would like employee training, policy support, future audits, or any additional scope beyond what was requested in the RFP, we can provide additional pricing upon request.

References

Previous project experience spreads across a multitude of industries over the past 10+ years. These projects included new procedure scope as well as audit scopes. Contract sizes have varied from $10,000 to $1 mil+ for multi-site corporate projects. A few previous client contacts have been shared below:

City of Columbus, OH (2026)

LOTO Audit & New Procedure Creation

Valarie LaRose

vjlarose@columbus.gov

614-645-3194

PCC Airfoils, OH (2025)

LOTO Audit & New Procedure Creation

Tyler Stovcsik

Tyler.stovcsik@pccairfoils.com

440-364-2657

Aqua America, PA (2019)

LOTO Audit & New Procedure Creation

Terry Lyons

jtlyons@aquaamerica.com

610-543-3898

Dart Container, PA (2022)

New LOTO Procedure Creation

Ignazio Sabella

gnazio.Sabella@dart.biz

717-656-6493

Schuetz, PA (2024)

New LOTO Procedure Creation

Tara Frask

Tara.Frask@schuetz.net

(570) 900-2677 ext 2305

Bimbo Bakeries, FL (2025)

LOTO Audit & New Procedure Creation

Adrian Ciulei

Adrian.Ciulei@grupobimbo.com

561-927-6171

Pfizer, TX (2021)

New LOTO Procedure Creation

Dustin Upchurch

dustin.upchurch@pfizer.com

512-773-8017

Customer Responsibilities

Single Point of Contact

Customer will provide a single point of contact to LOTO Lighthouse to serve as the primary party responsible for agreement administration and communication. This person will be the primary contact for the scheduling of any applicable visits or onsite engagements and should have a working knowledge of Customer's machinery and their process.

Maintenance, Electrical, and Operations Staff

Customer will provide personnel knowledgeable in the process, operation and system installation to assist the LOTO Lighthouse Consultant(s) as needed during onsite visit(s).

Access to the System

Customer will make the process and systems available to LOTO Lighthouse during mutually agreed upon scheduled service engagements for the purpose of implementing the services as described in this service agreement.

Picture Policy

Customer agrees that LOTO Lighthouse will be able to take photographs and record video images of the equipment for use during the safety services process and inclusion in the any report documentation.

Additional Terms

This proposal utilizes the Standard Rate Category**

Rate Category	Rate Category Description
Standard	Applies to all labor provided Monday through Friday between the hours of 7:00 a.m. and 6:00 p.m. local time (excluding LOTO Lighthouse observed holidays), up to eight hours per day. First 8 (eight) hours per day.
Overtime	Charged at 1.5x the Standard Rate. Applies to all labor provided beyond eight hours per day, Monday through Friday, to labor provided between 6:00 p.m. and 7:00 a.m., Monday through Friday, and all day Saturday.
Premium	Charged at 2.0x the Standard Rate. Applies to all labor provided on Sundays and Holidays (as recognized by LOTO Lighthouse).
Emergency	Applies to all service requested and delivered within 48 hours of contact with LOTO Lighthouse

Expenses

EXPENSES WHEN INCLUDED IN FIXED PRICE PROPOSALS: Travel / Living expenses and travel time to and from the jobsite are included in the price as related to the scope of work defined.

Out of Scope Activity

WAITING TIME: Non-working time spent waiting at the Customer's request or due to circumstances beyond LOTO Lighthouse's control due to job site conditions. It will be invoiced at the rate schedule that is applicable for the time of day and day of the service.

STAND BY TIME: Under this proposal stand-by time is not included in the Scope of Work. Stand-by time is defined as time spent onsite waiting for completion of any Customer site activities of the proposed project. This includes, but is not limited to, waiting for correction of construction, installation, and wiring errors, and other delays beyond the control of, or not within LOTO Lighthouse's specific scope of work. It will be invoiced at the rate schedule that is applicable for the time of day and day of the service.

SCHEDULE CHANGES: Additional travel time and travel and living expenses due to Customer changes in work schedule and/or scope will be billed at cost plus 10%, and additional travel time will be billed at the Safety Consulting Service Travel Rate. If the Customer changes the onsite dates after travel arrangements have been made, additional change fee/s may apply.

EXPEDITED: If service is requested and executed within 48 hours of contact with LOTO Lighthouse, additional fees may apply.

Clarifications

The following clarifications have been made by LOTO Lighthouse in the development of this Statement of Work:

Reference	Clarifications
C1	**Documentation.** All project and system documentation will be in English and furnished in electronic format unless otherwise stated. Translation into other languages is not included in this Statement of Work.
C2	**Customer Specific Requirements.** This proposal does not include Customer specific requirements or onsite activities such as Customer or site specific safety training, background checks, international work visas, and copies of expense receipts. LOTO Lighthouse must be made aware of any such requirements prior to contract award. Costs for associated time and expenses incurred while complying with such requirements will be at Customer expense.
C3	**Working Hours.** Standard LOTO Lighthouse working hours are Monday through Friday, 7am to 6pm. Any hours outside of these Standard working hours will be billed as follows: • 1.5 Times Standard Rate - Saturdays and any hours exceeding (8) on a weekday 2.0 Times Standard Rate - Sunday hours and holidays.
C4	Quoted price includes all associated expenses and engineering time. Project fees, bonds, licenses, duties, taxes and tariffs are not included.

C5	Services include up to the total quantity of pages listed in the scope for procedure. One procedure page may fit up to 7 sources of energy or 3 pictures.
C6	Additional scope can be completed by LOTO Lighthouse upon Customer acknowledgement of any scope changes and LOTO Lighthouse receipt of corresponding Customer payment.
C7	LOTO Lighthouse Consultant will only complete procedure development for Customer equipment that is in full operating condition. It is outside of the scope of this proposal to make complete observations and gather data if the machine/system is a concept only (not built), under construction (not completed) or fully constructed but not in operating condition. All equipment to be covered in the statement of work needs to be in operating condition by no later than the first onsite date. If equipment does not meet this criteria, a procedure will not be developed unless Customer chooses to add additional onsite return trip(s) to the project. Additional trips priced separately.
C8	Scope covers one "Site", defined as one location address (contained within a radius of 2 city blocks)
C9	**Infectious Disease Planning.** LOTO Lighthouse is committed to health, safety, and doing all we can to maintain a high level of service for our customers. We are committed to communicating with you about the impact that an infectious disease and any related governmental restrictions may have on the deployment of our personnel and delivery of the project and truly appreciate your cooperation and understanding. In submitting payment, you acknowledge and agree that LOTO Lighthouse will be excused from performance, or delay in performance, of its obligations under this purchase order, regardless of whether a contract is currently in place governing the parties' relationship, to the extent that LOTO Lighthouse is unable to perform such obligations due to the effects of a known infectious disease affecting LOTO Lighthouse and/or third parties, including, without limitation, logistics and materials suppliers.
C10	FORCE MAJEURE. Neither party will be liable for any loss, damage or delay arising out of its failure (or that of its subcontractors) to perform due to causes beyond its reasonable control, including without limitation, acts of God, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, acts of terrorism, delays in transportation, or transportation embargoes. In the event of such delay, performance date(s) will be extended as reasonably necessary to compensate for the delay.

City of Broken Arrow
Human Resources Department
P.O. Box 610
Broken Arrow, OK 74013

April 20, 2026

Dear Evaluation Committee Members,

PeopleCore, Inc. is pleased to submit this proposal in response to the City of Broken Arrow's Request for Proposal (RFP 26.149) for Lockout/Tagout (LOTO) Written Procedure Development Services. We appreciate the opportunity to be considered as a partner in supporting the City's commitment to employee safety, regulatory compliance, and operational excellence.

PeopleCore, Inc. is a consulting and training organization specializing in standards, policies, and procedure development, including OSHA-compliant safety and energy control programs. We work collaboratively with public-sector and industrial clients to develop accurate, equipment-specific procedures that reflect real operating conditions and are designed for practical, day-to-day use by maintenance and operations personnel. Our procedures are developed by engineers and safety professionals trained in instructional design and regulatory compliance, ensuring both technical accuracy and ease of understanding.

We understand the importance of full compliance with OSHA 29 CFR 1910.147 and the need for standardized, clearly documented Lockout/Tagout procedures that reduce risk and improve employee confidence during servicing and maintenance activities. If you have any questions or concerns, please feel free to contact me at 856-889-6425 or BCapano@peoplecoreinc.com.

I look forward to the opportunity to support the City of Broken Arrow by delivering compliant, clear, and field-ready Lockout/Tagout procedures that enhance employee safety and operational effectiveness.

Kind Regards,

Benjamin Capano
Chief Executive Officer
PeopleCore, Inc.

PEOPLECORE®

LOTO Written Procedure Development Services Proposal
for
City of Broken Arrow, Oklahoma

BROKEN ARROW
Where opportunity lives

LOTO Written Procedure Development Services Proposal Broken Arrow 2026-04-20

Proprietary Information
By accepting this document, the recipient confirms that all information contained herein shall be kept confidential, and shall not be disclosed to third parties without the prior written agreement of ***PeopleCore, Inc.***

Background

This proposal is in response to the RFQ 26.149 issued by the City of Broken Arrow, Oklahoma to address the Business Case described below.

Business Case

The City of Broken Arrow is seeking proposals from qualified contractors to develop equipment-specific Lockout/Tagout (LOTO) procedures for all applicable machinery and equipment located at City Hall, 220 South First Street, and the Field Services Building, 2300 South 1st Place.

Statement of Qualifications

A. Describe your organizational structure and explain how your organization qualifies to be responsive to the requirements of this RFP.

PeopleCore, Inc. is a U.S.-based consulting and training organization specializing in standards, policies and procedure development, technical training, and safety program implementation. Our organizational structure is designed to support projects that require both technical accuracy and clear, usable documentation, particularly in regulated environments.

Our team includes:

- Engineers and technical subject-matter experts
- Safety and compliance professionals with OSHA expertise
- Instructional designers specializing in adult and visual learning
- Project managers experienced in multi-facility rollouts

This multidisciplinary structure enables PeopleCore to deliver OSHA-compliant Lockout/Tagout (LOTO) procedures that are technically sound, consistently formatted, and practical for frontline employees. PeopleCore's experience developing equipment-specific procedures and standardized documentation directly aligns with the requirements outlined in this Request for Proposal.

B. Describe experience providing recent similar services as required in this Request for Proposal.

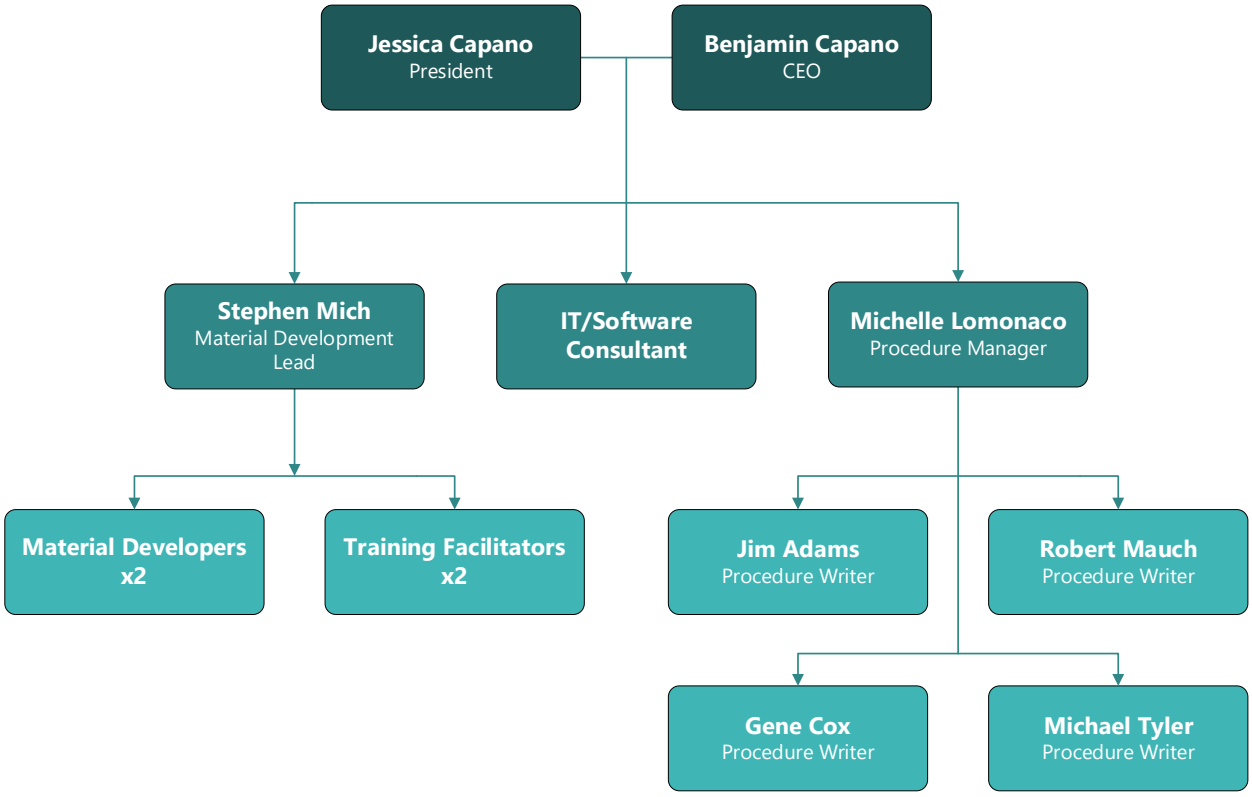
PeopleCore has seasoned procedure writers on staff who have spent decades in operations and maintenance using LOTO. Our procedure writers have vast knowledge of experience working with multiple international corporations, both large and small, developing and enhancing procedures to become Best in Class. PeopleCore has extensive

experience developing customized, equipment-specific operating, maintenance, and safety procedures. Our work includes:

- Development of energy control and Lockout/Tagout procedures aligned with OSHA 29 CFR 1910.147
- On-site equipment assessments across multiple facilities
- Identification of hazardous energy sources (electrical, hydraulic, pneumatic, mechanical, and thermal)
- Creation of standardized procedure sets used by maintenance and operations personnel

Our recent projects include work for refineries and chemical plants where worker safety, regulatory compliance, and documentation clarity are critical.

C. Provide a project staffing organizational chart listing proposed personnel assigned to this project. Include assigned duties, and comprehensive resumes for each individual listed. Resumes must list education, training, professional work experience, and a listing of work performed comparable to that described within this Request for Proposal.



D. Describe any unique tools or services your company provides and how you rise above your competitors.

PeopleCore has developed its own proprietary procedure generator that ensures documents are structured and formatted in accordance with industry best practices. PeopleCore's reach spans across multiple industries, allowing us to apply proven strategies.

E. Describe the methodology for identifying equipment and developing procedures

PeopleCore employs a structured methodology that includes:

1. On-site facility walkthroughs and equipment inventories
2. Identification of all equipment requiring LOTO procedures
3. Documentation of all hazardous energy sources for each machine
4. Observation and verification of actual shutdown and isolation methods
5. Development of individual, equipment-specific LOTO procedures
6. Inclusion of photos and visual aids where applicable
7. Quality assurance review prior to delivery

This process ensures procedures accurately reflect site-specific conditions and real operating practices.

F. Describe the approach to ensure accuracy and compliance

Accuracy and compliance are ensured through:

- Alignment with OSHA 29 CFR 1910.147 and recognized industry best practices
- Review of each procedure by a qualified safety/compliance professional
- Cross-checking procedures against equipment configurations observed on-site
- Consistent document control and version management

This structured review process minimizes risk and ensures defensible, audit-ready documentation.

G. References: Provide a list of at least four (4) clients for whom you have conducted business. Indicate the client organization name, contact person, phone number, and how long you have provided them services.

Shell Polymers Monaca
Ryan Moyer
Phone: (717) 994-1244
Project Duration – 6 months

Shell Polymers Monaca
Murali Ariyapadi
Phone: (832) 337-1338
Project Duration – 2 years

Shell Bukom
Bhagwan Kalamkar
Phone: +6562634689
Project Duration – 3 years

Freeport LNG
Mike Lonneke
Phone: 832-334-2812
Project Duration – 6 month

H. Provide an overview of the cost and fee structure associated with your solution offerings, which may include the total project cost, cost per piece of equipment (if applicable), and any separate pricing for optional services.

FEES AND EXPENSES		
1. Development of LOTO Procedures • 60 Procedures	**$**	**51,000**
2. Project Management	**$**	**2,550**
3. On-Site Data Collection		
• 1 trip, 2 man-day, $2000 per day	**$**	**4,000**
• 2 travel day, $1000 per day	**$**	**2,000**
• Expenses, $2,500 per trip	**$**	**2,500**
TOTAL	**$**	**$62,050**

I. Estimated project duration and milestones.

The estimated and anticipated timeframe to accomplish the LOTO scope of work is two (2) months.

J. Provide any fees/training/documentation costs, if any, which may be associated with your services.

N/A

K. Please list any service(s) that must be purchased separately.

N/A

Terms, Conditions & Approval

The following terms and conditions are applicable to and incorporated into this proposal:

1. **Invoices and Payment**
   All invoices submitted by PeopleCore will be in a form acceptable to Client and accompanied by supporting data as necessary. Client shall review invoice within five (5) business days of receipt and provide to PeopleCore: a) approval of invoice, reasonable approval of invoice shall not be withheld, or b) rationale for rejection of invoice and correct response for approval of invoice. If no response is provided by Client within five (5) business days of receipt, invoice shall be approved. Payments for approved invoices shall be made within thirty (30) days of approval by Client.

2. **Intellectual Property**
   Intellectual property which PeopleCore or Client can conclusively document and prove was developed independently of the scope of work in this proposal will remain the property of the respective party. PeopleCore intellectual property includes, but is not limited to: this proposal; material development design, know-how and work processes; coaching and consulting know-how and work processes, material development, and coaching and consulting software; and other know-how, trade secrets, inventions, trademarks, copyrights, patents, database rights, and design rights marked as proprietary or intellectual property of PeopleCore.

   PeopleCore grants Client a limited right and license to use PeopleCore intellectual property contained in work product. License is limited to the site(s) specified in this proposal and to Client employees only. Modifications to this license must be mutually agreeable between the parties in writing. This license does not allow Client to use PeopleCore software (including templates or other coding developed in third party software for use by PeopleCore), whether or not such software was used to fulfill the scope of work described in this proposal. A separate agreement is required for use of PeopleCore software.

   In the event that performance of the scope of work in this proposal requires PeopleCore to access Client's technical information, information technology, or resources, PeopleCore will sign and comply with Client's standard terms and conditions for access and security, unless other terms are agreed on by the parties in writing.

   PeopleCore retains its rights to use any generic knowledge, skills, and expertise retained by PeopleCore, and any programming tools, problem-solving methodologies, or associated checklists, templates, or forms developed during the performance of the scope of work in this proposal which may have general application in the fields of consulting services. However, PeopleCore hereby agrees that under no circumstances

will that authorization extend to the use or disclosure of Client intellectual property, confidential information, or information identifiable with Client unless approved in writing by Client.

3. **Mutual Confidentiality**
   Client and PeopleCore shall execute a separate, mutually applicable, confidentiality agreement specifying rights and requirements for the disclosing and receiving parties when using confidential information.

4. **Technical Content in Work Product**
   Client shall review, and is responsible for, the accuracy of technical content contained in materials produced by PeopleCore to fulfill the scope of work in this proposal.

5. **Client Relationship**
   Unless prohibited by Client, PeopleCore may list Client and use Client logo on PeopleCore website or other promotional items.

6. **Indemnification**
   Client and PeopleCore shall execute a separate, mutually agreeable indemnification agreement for any third-party claim against Client or PeopleCore related to or arising from the scope of work in this proposal.

This Proposal *LOTO Written Procedure Development Services Proposal Broken Arrow 2026-04-20* is agreed upon on April 20, 2026 between **City of Broken Arrow** , with an office in Broken Arrow, OK 74012 (Client) and **PeopleCore, Inc.®**, with an office in Chadds Ford, PA 19317, USA (Consultant).

Signatures for and on behalf of

PEOPLECORE, INC.®		**CITY OF BROKEN ARROW**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

James K. Adams
30 Poplar Hill Pl
The Woodlands, Texas 77381
713.689.4279
adamsj7625@gmail.com

Experience

2017 to Present - Using my business for contract work on procedures for commissioning and startup as a contractor. Contracted for PeopleCore, GP Strategies, Wood, and Ops Tech Solutions.

2012 – March 2017 – **Senior Operations Consultant – The Wood Group**

Senior role on projects to maintain quality, budget and schedule.

Full time reviewer of SOPs and SOMs.

Coach new writers on writing styles and template use.

Set up new projects by analyzing source material and develop pilots for projects.

Manage projects to completion.

Supply bids for projects and train others to obtain new work that will be profitable to the company.

Set up projects, track progress and expectations on personnel needs and use of other departments resources.

Review and edit documents before sending to client for technical content, accuracy and formatting.

2007 - 2012 – Senior Training Analyst – General Physics

Work face to face with client to update procedures and training documentation along with process description manuals.

Senior role on projects to maintain quality, budget and schedule.

Projects were on time and budget and requested for future projects.

Completed courses towards project manager certification.

Team of quarter and in finals for client award.

2001-2006 - Duke Energy Field Services Houston, TX Pipeline Controller

Worked with marketers and traders to obtain maximum volume and profitability throughout the systems.

Used modeling techniques to determine maximum efficiencies in systems.

Calculated batch time and required flow rates to meet targets.

Wrote procedures and training guides for controllers.

Maintaining specified pressure/flow rates according to contract stipulation.

Worked with traders on how different trends could impact business.

Train new Controllers

Maintain daily log of all unusual and noteworthy events and reporting equipment malfunctions.

Coordinated a team to find common ground in operating methods: reinforced collaboration/cooperation within the group and emphasized a "safety-first" approach.

Continuous monitoring of systems for proper flow, pressure, and product quality and take actions when necessary.

1995- 2001 - Mitchell Energy The Woodlands, TX

Pipeline Controller

Worked with marketers and traders to obtain maximum volume and profitability throughout the systems.

Wrote startup procedures for new plants and pipelines.

Conducting nomination procedures with Company and customers

Worked with traders on how different trends could impact business.

Verification of nominations of gas markets.

Maintain accurate daily volume and imbalance report.

Continuous monitoring of systems for proper flow, pressure and product quality and act when necessary.

1981 - 1993 DuPont/Oxy Chem. Victoria, TX

Production Accountant and Production Technician

Accounting for raw material inventories, consumption, production accounting and document control for ISO 9002 program coordination.

Implemented the system to substantiate quality of incoming raw materials.

Implemented real time inventory system

Cut month end closing from three days to eight hours.

Chemical process operator and control room operator for 11 years

Modeling data to find problems and determine solutions.

Wrote and modified operating procedures and training guides to reflect the changes made to the process.

Education

1973 - 1977 University of Texas Austin, TX B.A., Government

1992 - 1995 University of Houston Victoria, TX MBA, Business Administration

Lloyd E. (Gene) Cox
2231 Neyland Road
Silsbee, Texas 77656
Phone: 409-344-0463
Email: lloydecox@gmail.com

PROFILE

Forty Seven years of increasing responsibility in unit operations and supervision. I am noted for innovative forward thinking, meeting operating goals and cost control. Dependable, hard worker who can adapt to changing conditions in unit operations, or personnel situations, and accomplishes assigned duties. I am experienced in Supervision, Commissioning/Startup, Process Operations, Distributive Control Systems, Management of Change, Training, and Coordination of Turnaround activities.

OBJECTIVE:

To continue in Project Execution and training others with the knowledge I have acquired, and allow the overall process to reach a higher level of organization.

EXPERIENCE: Present – 1977

Technical Writer Wood Group/ Chevron Renewable Energy Group (November 2023 – Present)
Support the Chevron Renewable Energy Group, providing and/or performing Procedure Writer Services.
Contribute to the material and content required to develop Pre-commission and Commissioning Procedures for the REG expansion project.
Interpret complex vendor data in a manner that its use is consistent with the requirement to produce Procedures that are suitable for new equipment as directed by the client.

Procedure Writer Strategic Contract Resources/ConocoPhillips Delaware Basin Project (March 2021 – November 2021)
Support the ConocoPhillips Delaware Basin Project, providing and/or performing Procedure Writer Services.
Contribute to the material and content required to develop Operating Procedures.
Interpret complex vendor data in a manner that its use is consistent with the requirement to produce Procedures that are suitable for two (2) year experienced Operations staff as directed by the client.

Procedure Writer PeopleCore/Shell Polymer Monaca (August 2018 – May 2020)
Support the Shell Polymer Monaca project by producing appropriate procedures to commission, initial start-up, start-up, shutdown, prepare for maintenance and return to service after maintenance for the new Polyethylene Plant.

Senior Commissioning Specialist III CB&I Cameron LNG Project (December 2015 – May 2016)
Provide specific Operations Subject Matter expertise (SME) in support of the CB&I Cameron LNG Project Manual and Procedure development process.
Bring specific Operations expertise in an advisory role within an integrated project context team. Develop and produce appropriate ‘narratives’ in support of the Operating Manual & Procedure development process.

Technical Construction and Commissioning Support Services Westlake Chemical (August 2015 – October 2015)
Write commissioning procedures for air, steam blows of expansion piping.
Performed field walk downs of unit systems to ensure they were constructed to specifications, field verified as built P&IDs, and performed Pre-Startup Safety Reviews to ensure facility is ready for startup.

Subject Matter Expert Operations Petrofac/Chevron Wheatstone Project (June 2013 – July 2015)
Provide specific Operations Subject Matter expertise (SME) in support of the Petrofac Wheatstone Manual and Procedure development process.
Bring specific Operations expertise in an advisory role within an integrated project context team. Develop and produce appropriate 'narratives' in support of the Operating Manual & Procedure development process.
Develop and produce appropriate technical drawings and diagrams of a nature appropriate to the M&P scope.
Contribute to the material and content required to develop Operating Manuals.
Contribute to the material and content required to develop Operating Procedures.
Contribute to the material and content required to develop Emergency Procedures.
Review documents as necessary for technical accuracy.
Advise Technical Writers in their role when developing both Manuals and Procedures.
Assimilate and communicate complex, detailed, technical principles and information in a manner that ensures a Technical Writer can translate such information to be consistent with the M&P scope and content requirements.
Interpret complex vendor data and communicate such in a manner as required by the Technical Writers during the document development cycle.
Interpret complex vendor data in a manner that its use is consistent with the requirement to produce Manuals & Procedures that are suitable for two (2) year experienced Operations staff as directed by the client.

Commissioning and Startup of Dominion Natrium Gas Plant (February 2013 – May 2013)
Performed field walk downs of unit systems to ensure they were constructed to specifications, field verified as built P&IDs, and performed Pre-Startup Safety Reviews to ensure facility is ready for start-up.
Supervised Personnel, and operated the Delta V Distributive Control System during startup of Gas Plant.

Commissioning HCU Expansion Valero Refinery Port Arthur, Texas (July 2012 – November 2012)
Performed field walk downs of unit systems to ensure they were constructed to specifications, field verified as built P&IDs, and performed Pre-Startup Safety Reviews to ensure units are ready for start-up.
The units constructed were a Hydro Cracker, Sat Gas, Amine Unit, Cooling Tower, and a Flare System.

MOC Specialist BP/Husky Refinery Toledo, Ohio (June 2011 – July 2012)
Initiate the Management of Change (MOC) process to ensure that all additions, demolitions, changes, and revisions to equipment, procedures, personnel, piping, vessels, and electrical service are documented.

Retired from ExxonMobil (March 2011)
Retired from ExxonMobil Refinery Beaumont Texas with 34 years of service.

Complex Shift Supervisor (June 2010 – March 2011)
I was assigned as the Process Planner/Lead for the CHD/SRU Area.
This covers all turnarounds and squats for CHD-1, CHD-2, Treater-3, H2S Unit, South Amine Regenerator, North Amine Regenerator, DEA-3 Amine Regenerator, Sour Water Stripper, and Sulfur Recovery Units 1, 2, and 3. Responsible to develop the following:

- Develop Hazard Recognition Control Assessment (HRCA) for T/A activities
- Equipment Isolation Logs (EILs)
- Equipment Chemical Clean plans and procedures
- Staffing and scheduling of Union Represented personnel
- Coordinates between Mechanical and Process

Complex Shift Supervisor (September 2007 – June 2010)
I was assigned to the Beaumont Refinery Flare Gas Project as Process Lead for CHD-1 / H2S Unit, CHD2, Amine Regens, and Sulfur Recovery Unit area tie-in work. Commissioned and started-up above mentioned units plus North and South Vent Gas Recovery Headers, North Vent Gas Compressor C-10, South Vent Gas Compressor C-1, and Crude Unit A. I also was a Contractor Rep and the Management of Change (MOC) Coordinator for project.

Complex Shift Supervisor (August 2005 - September 2007) I was recalled to Beaumont Refinery due to shortage of CSS personnel. I resumed all duties associated with the CSS/OCSS Position.

Lead Operator Jade Platform (August 2003 - August 2005)
I was assigned as MEGI Lead Operator Jade Platform Equatorial Guinea.
I was responsible for the safe operation of the Wonder-Ware Distributive Control System plus the supervision of 8 multi-national contract operators and the training/mentoring of 5 Equatorial Guinea national employees.

- Optimized Platform Operations on a day-to-day basis to meet production targets.
- Coordinates between production and drilling during SIMOPS.
- Provides mentorship to new employees to ensure they develop a well-rounded knowledge of Platform operations.
- Provides coverage for regular Production Superintendent in his absence.
- Coordinates Platform shut-downs and start-ups for maintenance or unit upset conditions.

Complex Shift Supervisor III (November 1999- August 2003)
I returned to the Beaumont Refinery as a Complex Shift Supervisor III performing all duties as CSS I and II position upon completion of the NSO Project

Startup Specialist NSO Project (March - November 1999)
I was assigned to the NSO Project as a Start-up Specialist for Sulfur Recovery Unit PT Arun Indonesia. I and the other expatriates were responsible to performed final inspection and acceptance of unit construction, initial start-up of unit, and training of nationals.

Complex Shift Supervisor II (1996-1999)
Promoted to Complex Shift Supervisor II (CSS), performing the same duties as the CSS I position.

Complex Shift Supervisor I (1990-1996)
Promoted to CSS 1 to perform all duties necessary for the operation of the Honeywell TDC 3000 Distributive Control System and the supervision of eight Union Represented hourly roll employees at Catalytic Hydrodesulfurization Units (CHD) 1 and 2, Bender Treater-3, Amine Regenerators, Sulfur Recovery Units 1, 2, and 3 and the Sour Water Stripper. At times it is required to also oversee ten hourly roll employees in the Complex area which includes Continuous Catalyst Regenerator (CCR) 3 and 4, Hydrocracker, H_2 Unit, and Dualayers.

- Ensure safe operating conditions of units, all safety procedures were understood and followed, and that units operated within all environmental parameters.
- Conducts weekly Safety Meetings, Daily Safety Toolbox Meetings, and Job Safety Analysis (JSAs)
- Optimizes unit operations on a day-to-day basis to meet refinery strategy and minimize cost.
- Responsible that operating parameters, unit limitations, unit test, corrosion trending, and chemical injection are properly implemented.
- Provides coverage for regular Production Zone Supervisor in his absence.
- Writes shutdown and isolation procedures, and updates manuals when needed to be up to date with unit conditions.
- Coordinates shut-downs and start-ups of units for turnarounds or unit upset conditions.
- Developed and taught an Operator Refresher Training course for recertification of CHD-1 Operating personnel.
- CHD/SRU Yearly Objectives Setting Meeting
- Provides mentorship to new employees to ensure they develop a well-rounded knowledge of unit operations.
- Participated in setting Operating Objectives and Goals for the CHD-1, CHD-2, Sulfur Plant-1, 2, 3, and Sour Water Stripper area.

Upgrade Shift Foreman (1988-1990)
Assigned as an Upgrade Shift Foreman to be evaluated for promotion to CSS 1. Responsible for the Light Oils area overseeing PTR-1, 2, 3, Hydrocracker, H_2 Unit, CHD-1, 2, Treater-3, Amine Regenerators, Isomerization Unit, and SRU 1.

Unit Operator (1977-1988)
Began career with Mobil Oil Beaumont February 7, 1977 at an entry level position and then assigned as an Operator Trainee to CHD-1 May 1977. Progressed through Operator Training Program, promoted to Assistant Operator, and to Operator A.

CURRENT TRAINING

- Peer Training
- First Aid / CPR / Confined Space and S.C.B.A Certified
- Empowerment
- Sexual Harassment Training Frontline Leadership School
- ExxonMobil Contractor Rep Training
- Contract Interpretation
- Tap Root Training
- ExxonMobil Fundamentals of Safety (EMFOS) Training

COMPUTER SKILLS

- Word
- Excel
- Access 97
- Lotus Notes
- Lotus Notes based MOC Process
- Microsoft Office
- Windows XP Professional
- Power Point
- Adobe Professional 8.0
- Knowledge Management System (KMS) MOC Process
- ATR Smart Procedures

References upon request.

Michael A. Tyler
1263 County Road 348
Brazoria, TX 77422
Cell: 979.480.8483
Email: michael-tyler@att.net

Technical Writer / Developer

Career Overview

Commissioning/Start-Up/Document management, Technical Writer, Overview operating procedure document development using Procedure Accelerator for Shell Polyethylene. Technical Writer for development of global hydrocarbon cracking furnace maintenance manuals for best practice, best use methods and references for Chevron-Phillips. Technical Writer/Process Operations Trainer for TRIG (Transport Integrated Gasification) Lignite Gasifiers, Synthesis gas cooling systems, CO/CO_2 Reactors, Carbonyl Sulfide (COS) hydrolysis reactors, Mercury removal absorbers. Hydrocarbon scrubber columns, Ammonia scrubber columns, Ethylene cracking furnace operations, Hydrocarbon quench water and quench oil operations. Development of Process Operations/Training manuals for hydrocarbon cracking, quench oil/water, low/high pressure steam systems. Advanced process control automation logic development, Advanced process control automation simulation trainer for hydrocarbon cracking furnace/quench operating functions. Development of operating procedures for Steam Turbines, Gas Turbines, High pressure steam generation systems, Crude Oil, Fractionation, Desulphurization, Distillation tower operations, Ethylene Di-Chloride (EDC) Boiling bed reactors. Display proactive and positive work ethic displayed through specialized facilitated training and technical writing development, Experience in generating and overviewing projects, Ideas that motivate and support brainstorming, Ideas and methods that provide improvement in process operations, Experience working with and assisting others in the design of projects and processes.

Qualifications

- ✓ Microsoft Excel
- ✓ Microsoft Word
- ✓ Microsoft PowerPoint
- ✓ Microsoft Outlook
- ✓ Microsoft Visio
- ✓ Microsoft OneNote
- ✓ Procedure Accelerator
- ✓ Strong Presentation / Development Skills
- ✓ Process Operations Trainer
- ✓ Procedure Development
- ✓ Operations Manuals Development
- ✓ Training Manuals Development
- ✓ INCOSE document development guidelines
- ✓ Adobe Acrobat

Technical Skills

Skills	Experience
Technical Writer/Developer	• Steam Turbine operations procedures • Auxiliary Boiler operations procedures • Ground Flare operations procedures • Gas Turbine operations procedures • High Pressure Steam system procedures • Hydrocarbon Multi Cracker Furnace operations/training manual • Hydrocarbon Vapor Cracker Furnace operations/training manual • Process Operations Maintenance procedures • Process Operations system shut-down procedures • Confine Space Entry procedures • Process Operations system clearing procedures • Process Operations system air-free procedures • Process Operations system start-up procedures

Technical Skills (cont.)

Skills	Experience
Training Specialist	• TRIG - Gasification Gasifier operations • Water Gas Shift Conversation Reactor operations (CO/CO_2) • Carbonyl Sulfide Reactor operations • Ammonia Scrubber Column operations • Hydrocarbon Stripper Column operations • Hydrocarbon Scrubber Column operations • Hydrocarbon Quench System Process operations *(Quench Oil / Quench Water)* • Hydrocarbon Multi Cracker Furnace operations *(HSLR, SCORE)* • Hydrocarbon Vapor Cracker Furnace operations *(SMK)* • System/Equipment Lock-out/Tag-out • Process Operations Simulator procedure development • Low-Pressure Steam systems • Phase Separation Drums/Tanks. • Hydrocarbon Heavies Removal systems. • Ethylene Di-Chloride Boiling Bed Reactor Operations procedures

Accomplishments

- Documentation Commissioning/Start-Up Coordinator (Shell – Polyethylene)
- Development of operating/commissioning procedures (Shell – Polyethylene)
- Development of Global Maintenance, Best Practice Manuals– (Chevron-Phillips– Global furnace standardization)
- Development of Maintenance Manuals for hydrocarbon Vapor/Multi cracker furnaces – (Dow Chemical)
- Development of operating/training manuals - SCORE (Selective Cracking Optimum Recovery) hydrocarbon multi cracker furnace – (Dow Chemical)
- Procedures and operating/training manual development - SMK (Shorten Metric Coil) hydrocarbon vapor cracker furnace – (Dow Chemical)
- Procedure and operating/training manual development - SCORE hydrocarbon multi cracker furnace operations
- Procedure development - automation simulator testing for SCORE, SMK, HSLR hydrocarbon cracking furnace, hydrocarbon quench oil/water system, hydrocarbon stripper columns, low/high-pressure steam generation
- Development of emergency operating procedures –SCORE, SMK hydrocarbon cracking furnace
- Simulator testing for process automation logic - HSLR (High Selectivity Low Resistance) cracking furnaces
- Patent design for Ferric Chloride addition system to (EDC) Ethylene Di-Chloride boiling bed reactor – (Dow)
- Redesign/implementation of hydrocarbon liquid feed controllers for HSLR multi cracker furnaces (Increased control on liquid feeds, Increased feed rates on vapor feeds) – (Dow Chemical)
- Implementation of electronic logbook for daily process operation logs, maintenance/instrumentation work order generation – (Dow Chemical)
- Re-development of HSLR operations manual – Dow Chemical)
- Development fuel gas operation training manual – (Dow Chemical)
- Development of automated process control logic, and simulator logic – (Dow Chemical)

Work Experience

PeopleCore Inc.
Technical Writer/Developer Remote Based 8/2021 – 10/2021

- Procedure development for hydrocarbon operations
- Procedure development for maintenance operations
- Catalyst Removal and Installation procedures
- Nitrogen & High-Pressure Steam Procedure development, start-up, operation, maintenance
- Catalyst induction and Polypropylene Slurry operating procedures, start-up, operation, maintenance

NES Global
Shell Commissioning/Start-Up Coordinator Monaca, PA/Remote/Onsite 8/2020 – 8/2021

- Overview development of commissioning, initial start-up, operations procedures
- Track procedure development of procedures for start-up, operations
- Develop Haz-Op documents
- Develop various/multiple operating procedures for slurry phase Polyethylene/Gas phase Polyethylene
- Develop chemical cleaning process for loop reactors

Brookwood Group
Technical Writer/Developer Remote Based 6/2020 – 7/2020

- Global hydrocarbon cracking furnace maintenance manuals development for Chevron-Phillips various type furnaces (7)
- Detailed maintenance analysis of individual cracking furnaces failure points and accepted practice for corrections
- Development of Training manuals with operating perimeters of hydrocarbon multi-cracker, vapor-cracker furnaces
- Standardized Operating manuals for the various type furnaces (7)

PeopleCore Inc.
Technical Writer/Developer Remote Based 7/2018 – 7/2020

- Procedure development for Shell Polyethylene (Commissioning, Initial Start-Up)
- Procedure development for various liquid phase polyethylene operations, (Clearing, Start-up, Shutdown)
- Procedure development for gas phase polyethylene operations, (Clearing, Start-Up, Shutdown)
- Procedure development for Low pressure steam system #50, #150 (Clearing, Start-Up, Operation)
- Procedure development for High pressure steam system #300, #600 # 1500, #2500 (Clearing, Start-Up, Operation)

Systran
Technical Writer/Developer Houston, TX 2/2018 – 7/2018

- Procedures development for Crude Oil storage and incoming (Startup, Shutdown, Emergency Operations, System Clearing
- Procedures development for Desulfurization (Startup, Shutdown, Emergency Operations, System Clearing)
- Procedures development for Factorization (Startup, Shutdown, Emergency Operations, System Clearing)
- Procedures development for Gas Compressors, Steam Turbine Operation (Startup, Shutdown, Emergency Operations, System Clearing)
- Procedures development for Crude Heaters, Vacuum System (Startup, Shutdown, Emergency Operations, System Clearing)

NES Global
Contract to IHI-E&C
Technical Writer/Developer Houston, TX 6/2015 – 1/2016

- Procedure development - Auxiliary Boilers, Startup, Run, Shutdown, Emergency procedures
- Procedure development - HRSG HP steam generators, Startup, Run, Shutdown, Emergency procedures
- Procedure development - Steam Turbines, Startup, Run, Shutdown, Emergency procedures
- Procedure development - Thermal Oxidizers, Startup, Run, Shutdown, Emergency procedure
- Procedure development - Gas Turbines, Startup, Run, Shutdown, Emergency procedure
- Procedure development - Steam Turbine, Startup, Run, Shutdown, Emergency procedures
- Development Auxiliary - Boiler training manual, with SCR system. (Selective Catalytic Reduction)

Experis Manpower
Consultant to GP Strategies
Training Specialist / Technical Writer Houston, TX 3/2014 to 5/2015

- Operations trainer - TRIG lignite feed gasifier
- Operations trainer - lignite feed system for gasification
- Operations trainer - Synthesis gas cooling process for lignite gasification
- Operations trainer - High pressure steam generation
- Operations trainer - (PCD) particulate control device/backpulse systems
- Operations trainer – Hydrocarbon phase separation/Particulate removal systems
- Operations trainer - Hydrocarbon scrubber column, synthesis gas saturation
- Operations trainer - Ammonia Scrubber columns, ammonia separation/removal
- Operations trainer - water gas shift CO/CO_2 conversion reactors
- Operations trainer - Mercury removal absorbers
- Operations trainer - COS (Carbonyl Sulfide) conversion reactors
- Procedure development - particulate control systems, course ash, fine ash removal system
- Procedure development - particulate control device backpulse operations
- Procedure development - Ammonia transfers, tank truck loading

Dow Chemical
Process Operations Freeport, TX 1979 – 2011

- Hydrocarbons cracking operations console operator / lead trainer
- Operations trainer - Heavy quench oil system
- Operations trainer - Low / High pressure steam system
- Operations trainer - Quench water phase separation system
- Operations trainer - hydrocarbon cracking furnaces. (HSLR, SMK, SCORE)
- Operations trainer - Ethylene Di-Chloride boiling bed reactor
- Operations trainer - Ethylene Di-Chloride (EDC) drying/recycle process
- Development of training / operating manuals - HSLR, SMK and SCORE hydrocarbon cracking furnace
- Development of training / operating manuals for Quench oil & Quench water, Phase separation
- Development of high-pressure steam generation operations training manuals
- Development of operating procedures - SMK and SCORE hydrocarbon cracking furnace
- Development of emergency procedures - SMK and SCORE hydrocarbon cracking furnace
- Re-development of decoking procedures - HSLR hydrocarbon cracking furnace
- Development of decoking procedures – SMK vapor hydrocarbon cracking furnace

- Development of decoking procedures – SCORE multi cracker hydrocarbon furnace
- Logic development for advanced process control operation
- Trainer for confine space entry, lock-out/tag-out, burner management
- Hydrocarbons Cracking Technical Advisor day to day operations
- Unit Training coordinator

Education and Training

GED:

General Studies
Wonderview High School
Morrilton, AR
GPA: 3.0

Vocational School:

Arkansas University Technical Morrilton
Diesel Mechanics
Morrilton, AR
GPA: 3.2

College:

Arkansas Tech University
Mathematics
Russellville, AR
GPA: 4.0
Non-Degree

Colorado Technical University
Business Administration/Information Technology
GPA: 3.7
Bachelor's Degree

Certification Classes:

- Apollo Cause and Effect Skills Training
- Facilitative Leadership and Development
- Presentation Skills and Development
- Train the Trainer – Operations Trainer
- Fired Equipment Burner Management
- JMP - Statistical Data Analysis
- Process Control Automation Logic Development
- Programming C++
- INCOSE development guidelines
- Facilitating for Results
- Situational Self Leadership
- Time Management
- Handling Conflict Resolution
- Six Sigma Green Belt Certification
- Haz-op Operations
- Process Simulator Operations
- Project Development Coordination
- Procedure Accelerator

ROBERT D. MAUCH
4701 Bush RD # 4
Baytown, Texas 77521
979-373-7438

Professional Experience

GP Strategies Procedure Development Lead on two separate projects
Jan 2023 – Mar 2024

- Developed operating procedures including the following procedures for a Nylon production facility and its utilities department
- Initial Startup procedures
- Hot Startup procedures
- Cold Startup Procedures
- Normal Operating Procedures
- Normal Shutdown Procedures
- Emergency Operating Procedures
- Startup after Emergency Shutdown Procedures
- Shut down for Maintenance Procedures.
- Startup after Maintenance Procedures

Shell Chemical Corporation Direct Hire Procedure Writer Developer
Jan 2021 – Nov 2022

- Worked with shell operators and process engineers to complete commissioning and startup procedures on a major Greenfield Ethylene plant
- Assisted SME's and process engineering with development of and refinement of commissioning and startup procedures
- Assisted in writing additional required procedures, needed for initial startup

PeopleCore Inc. Procedure Writer
Jan 2018 – Dec 2020

- Worked with SME's on development of commissioning and operating procedures, including:
  - Cleaning procedures of piping and systems following construction turn over
  - Pressurization and leak detection procedures following cleaning procedures
  - Air free and inert procedures following leak testing
  - Fill and circulation procedures, following the leak testing
  - Initial Startup Procedures for utilities and process systems
  - Initial Startup Procedures for utilities and process systems
  - Startup After Maintenance Procedures
  - Shut down for Maintenance Procedures
  - Normal Operation Procedures
  - Hot Startup procedures
  - Hot Standby procedures
  - Normal Shutdown
  - Startup After Maintenance Procedures

- Shut down for Maintenance Procedures
- Normal Operation Procedures
- Hot Startup procedures
- Hot Standby procedures
- Normal Shutdown

GP Strategies Corporation Senior Training Specialist; Process Operations Procedure Developer and Reviewer
Feb. 2013 – Nov. 2017

- Develop Table of Contents for procedures to be developed
- Assign tasks to developers and review finished developed procedures
- Maintain client driven procedure development schedules
- Develop Procedure Sequence Flow Diagrams (PSFD)
    - Develop and review Operating Procedures per PSM requirements
- Develop and present procedure development classes
- Perform client site audits of procedure requirements per Process Safety Management requirements
- Assist in development of Large Control Diagrams (LCD)
- Assist management requests to review procedure development software

Kybba, Inc. Contract Procedure Development
Aug 2012 – Jan 2013

- Develop NOP procedures for tank field and interconnecting pipe racks in oil sands in Canada
- Developed Normal Startup, Normal Shutdown, Shut down For Maintenance procedures
- Developed Training "What if Drills"
- Developed NOP for batch chemical plant in Dover Ohio
- Develop Visio drawings of process

Saudi Chevron Phillips Commissioning Coordinator/Shift Superintendent
Feb 2010 – Feb 2012

- Clean, pressure test and introduce feed into interconnecting pipelines between Brownfield and Greenfield projects
- Perform and lead Pre-Startup Safety Reviews (PSSR)
- Follow up and insure completion of all Pre-Startup Safety Reviews (PSSR) punch listed items

Saudi Chevron Phillips Senior Field Supervisor
Aug 2007 – Feb-2010

- Verify operating positions were filled during shift
- Communicated with plant management as first line supervisor
- Maintained safety awareness of area operating personnel
- Performed Safety audits
- Maintained Daily production rates

Phillips Petroleum/Conoco Phillips Process Operator Shift Lead
Jan 2000 – Feb 2007

- Assigned unit operator daily duties
- Assured operator safety
- Coordinated between Maintenance and Operation
- Ensured all operator positions were filled with qualified operators throughout shift hours
- Verified units where within safe operating limits while maintaining daily operating plans
- Develop and verify accuracy of unit operating procedures

Phillips Petroleum Co Process Operator
Aug 1978 – Jan 2000

- Provide a sellable chemical product by maintaining levels, temperature, flows and pressures per required material specifications
- Perform operating responsibilities in safe and controlled atmosphere
- Aid as required for new unit and area projects and upgrades
- Verify unit operating procedure accuracy

Summary of Qualifications

- 28 years as Chemical Process Operator and Shift Leader
- 4 years as Subject Matter Expert/Commissioning Coordinator on new chemical processing plants in Saudi Arabia
- 2 years as Commissioning Coordinator and Shift Superintendent on chemical processing plants for Jubail Chevron Chemical and Saudi Chevron in Saudi Arabia
- 12 years as process and utilities procedure writer and developer

Michelle L. Lomonaco
(856) 905-8892
mlomonaco@peoplecoreinc.com

Skills

- Microsoft Excel
- Microsoft Word
- Microsoft Visio
- SharePoint
- Adobe InDesign
- Articulate Captivate
- Classroom Instruction

Employment History:

PeopleCore, Inc., Chadds Ford, PA January 2016-Present

Dec. 2019-Present — **Procedure Manager**

- Manage multimillion dollar procedure projects for multibillion dollar companies
- Develop/maintain Project Plans
- Point of contact for projects/Lead client calls and meetings
- Develop project status reports
- Manage Procedure Writers
- Manage Technical Editors
- Hire and Onboard Procedure Writers and Technical Editors
- Manage Procedure Deliverables
- Perform weekly/bi-weekly procedure audits
- Oversee Client Interface and review/disseminate revisions

Sept. 2018-Present — **Assistant SharePoint Lead**

- Create Internal and Client Interface pages
- Manage the permissions of all PeopleCore SharePoint pages
- Train clients on how to access and use external pages
- Assist with monthly audits of permissions and activities
- Maintain document naming structure and SharePoint libraries for document control purposes
- Set-up automatic emails to route documents according to work process

Jun. 2017-Dec. 2019 — **Assistant Procedure Manager**

- Assisted Manager on all procedure projects
- Developed project status reports
- Managed Procedure Writers
- Managed Technical Editors

Jun. 2016-Jun. 2017 **Procedure Document Control/Lead Editor**

- Document control for all procedure projects
- Liaison between PeopleCore and client Document Control Officers
- Managed Technical Editors

Jan. 2016-Jun. 2016 **Lead Technical Editor**

- Managed Technical Editors
- Reviewed all PeopleCore business Documents
- Reviewed all Training Materials and Procedures developed by PeopleCore

Sept. 1999-Aug. 2006 **Teacher**
Grade 6, Seventh Avenue School Haddon Heights, NJ

- Building Safety Advisor/Coordinator
- Highly Qualified Teacher
- Planned and presented daily lesson plans to sixth grade students
- Prepared weekly lesson plans based on state and district curriculum
- Collaboratively developed and implemented IEP and 504 Plans
- Administered state standardized testing

Certification

New Jersey Pre-K thru 8
Pennsylvania K thru 6

Education

Bachelor of Science, Elementary Education, Minor English
St. Joseph's University
Philadelphia, PA

Stephen J. Mich
Cell: (215) 400-1152
Smich47@gmail.com

EDUCATION

Bachelor of Science, Mechanical Engineering, 2014
Drexel University
Philadelphia, PA

EMPLOYMENT HISTORY

Material Development Lead, June 2020 – Present
PeopleCore, Inc, Chadds Ford, PA

- Managed over $1 million project for an international client
- Coordinated training material needs of client to ensure satisfaction
- Develop project scope, estimates, and proposals
- Analyze client data to create a set of deliverables at the start of a project
- Research and analyze refinery and chemical plant processes for system breakdowns
- Lead a team of developers through the development process
- Managed timelines to ensure deadlines were met
- Communicate with client and project SMEs to ensure accuracy of product
- Interact with clients to address project issues and concerns
- Lead monthly status calls with client
- Perform project billing

Material Developer, September 2014 – August 2021
Senior Material Developer, August 2021 – Present
PeopleCore, Inc, Chadds Ford, PA

- Develop graphics depicting process flows, equipment internals, and other components of facilities
- Create illustrations that aid in the training materials such as diagrams and flow charts
- Develop operating procedures with images and graphics for ease of understanding
- Manage training material animation projects
- Develop operator training material for various units including utilities and ethylene cracker units
- Use client specific data and technical knowledge to create easy to understand and visual training material for systems, equipment, process control, and plant overviews
- Analyze P&IDs for errors and recommended corrections during projects
- Coordinate with other staff members to complete projects on time and under budget
- Travel to client site for data collection and collaboration

Basic Operator Training Development Lead, December 2019 – Present
PeopleCore, Inc, Chadds Ford, PA

- Lead the development of a Basic Operator Training program
- Created easy to understand graphics for training
- Coordinated schedules with developers to ensure project completion
- Develop training modules using Adobe InDesign

SKILLS

Computer Software
Microsoft Word, Excel, PowerPoint, Outlook, Visio, AutoCAD, Creo, Adobe Captivate, Adobe InDesign
High proficiency in reading P&IDs and technical drawings

Company/Firm	Relevant Experience and Qualifications				Understanding of Scope and Methodology				Work Plan, Approach and Timing				Cost / Value				Total Points				
	30 Points				20 Points				30 Ponts				20 Points				100				
	KC	KP	RB	JO	KC	KP	RB	JO	KC	KP	RB	JO	KC	KP	RB	JO	400	Individual Scores			
																		Kelly	Karen	Ryan	Jeff
PeopleCore	20	15	24	28	15	10	16	20	15	15	21	24	13	5	8	18	267	63	45	69	90
Lighthouse	15	25	20	28	20	20	15	20	20	20	21	28	18	10	17	19	316	73	75	73	95
Ironwood	20	20	25	28	20	20	18	20	20	20	26	28	15	15	13	19	327	75	75	82	95
Jacobs	25	30	25	30	20	20	18	20	18	30	25	28	10	5	5	15	324	73	85	73	93
Citrine LLC	30	30	29	28	20	20	18	20	30	30	27	28	18	15	15	19	377	98	95	89	95

City of Broken Arrow

Request for Action

File #: 26-564, **Version:** 1

Broken Arrow City Council
Meeting of: May 20, 2025

Title:

Approval of and authorization to execute a professional services renewal contract with First Responder Support Services, LLC to provide behavioral health services (counseling, training and consultation) to all employees of the Broken Arrow Police Department

Background:

In order to sustain the best level of behavioral health services to police department employees, we propose entering into a contractual renewal agreement with First Responder Support Services, PLLC (FRSS). FRSS is the area's recognized industry leader for first responder behavioral health service. If approved, FRSS will provide services to all employees of the police department. This includes non-sworn employees and retirees.

Service includes in part: Unlimited counseling provided by licensed mental health therapists trained in preventative mental health, shift work, sleep deprivation, trauma treatment, alcohol and substance abuse, couples counseling, family therapy, stress management, performance enhancement, and critical incident response. Counseling eligibility includes immediate family members; spouses and children of police department employees up to the age of twenty (20). Training services may include support of academy training, supervisory training and ongoing training for our Peer Support Team. Further, the proposed agreement with FRSS will include critical incident response as appropriate.

Counseling services are provided on a voluntary basis under a capitated model for public safety personnel and their immediate family members. No mandatory referrals are accepted and FRSS is not part of the department's chain of command. FRSS operates from a preventative, strengths-based model and does not report to any 3rd parties nor diagnose clients. These measures help ensure privacy and reduce the stigma associated with first responders seeking help.

FRSS's continuum of services exceeds best practice recommendations in behavioral health services to public safety personnel. FRSS works exclusively and only with public safety industry personnel. FRSS therapists have combined experience of 21 plus years in this specialty and have the unique expertise to help first responders, their families and their departments thrive.

Cost: $63,016.80

Funding Source: Public Safety Sales Tax, Fund 344

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: FRSS 6th Renewal Agreement

Recommendation:
Approve and authorize execution of a professional services renewal contract with First Responder Support Services, LLC to provide behavioral health services (counseling, training and consultation) to all employees of the Broken Arrow Police Department

SIXTH RENEWAL AGREEMENT

THIS SIXTH RENEWAL AGREEMENT is effective July 1, 2026, made by and between the **CITY OF BROKEN ARROW, OKLAHOMA,** 1101 N. 6th Street, Broken Arrow, OK 74012 ("City") and, **FIRST RESPONDER SUPPORT SERVICES, PLLC,** an Oklahoma Corporation, 1612 S. Harvard, Tulsa, Oklahoma, 74112 ("FRSS").

WITNESSETH:

WHEREAS the parties entered into a Master Services Agreement (the "Agreement") dated January 5, 2021, relating to Behavioral Health Services for the Broken Arrow Police Department. (BAPD). Said Agreement covered the period commencing January 1, 2021, to and including June 30, 2021; and

WHEREAS the parties entered into a FIRST RENEWAL AGREEMENT renewing and extending the term of the Agreement for the period July 1, 2021, to and including June 30, 2022; and

WHEREAS the parties entered into a SECOND RENEWAL AGREEMENT renewing and extending the term of the Agreement for the period July 1, 2022, to and including June 30, 2023; and

WHEREAS the parties entered into a THIRD RENEWAL AGREEMENT renewing and extending the term of the Agreement for the period July 1, 2023, to and including June 30, 2024; and

WHEREAS the parties entered into a FOURTH RENEWAL AGREEMENT renewing and extending the term of the Agreement for the period July 1, 2024, to and including June 30, 2025; and

WHEREAS the parties entered into a FIFTH RENEWAL AGREEMENT renewing and extending the term of the Agreement for the period July 1, 2025, to and including June 30, 2026; and

WHEREAS the parties desire to renew the Agreement for an additional one (1) year period as set forth in SECTION IV –INITIAL TERM AND METHOD OF RENEWAL; and

NOW THEREFORE, the parties agree to renew and extend the term of the above-described Agreement for the period July 1, 2026, to and including June 30, 2027, all according to the terms, covenants, and conditions set forth in the original Agreement between the parties, except as amended by the following provision:

SECTION II - METHOD OF PAYMENT:

In consideration for the Services provided to the BAPD, the City shall pay to FRSS for the period July 1, 2026, to and including June 30, 2027, the annual sum of $63,016.80 in two payments of $31,508.40 due on July 31, 2026, and January 31, 2027, or twelve equal payments of $5,251.40 due monthly with the first payment due on July 15, 2026.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the date set forth above for the term stipulated herein.

"City"
City of Broken Arrow, a Municipal Corporation

By:_____

Title: _____

"FRSS"
First Responder Support Services, PLLC

By: Dana Mugavero
Dana Mugavero
Managing Member

City of Broken Arrow

Request for Action

File #: 26-634, **Version:** 1

Broken Arrow City Council
Meeting of: May 5, 2026

Title:

Approval of and authorization to execute an agreement with Hunt Professional Recruiting LLC for professional staffing needs

Background:

The City of Broken Arrow desires to utilize contract staffing services to support operations across multiple departments, including engineering, administrative, information technology, legal, finance, and other specialized functions. These services provide flexibility in workforce management, assist with recruitment challenges, and allow the City to evaluate candidates prior to full-time employment.

Hunt Professional Recruiting LLC has submitted a Service Agreement to provide direct-hire recruiting services. The agreement establishes a framework under which the City may authorize recruitment services for specific positions in writing. The agreement does not obligate the City to utilize the firm for any particular position and allows the City to continue its independent recruitment efforts.

Under the terms of the agreement, the City will only incur costs if it elects to hire a candidate submitted by Hunt Professional Recruiting LLC for an authorized position.

- The placement fee is equal to twenty percent (20%) of the hired candidate's first-year base salary
- "Base salary" excludes benefits, retirement contributions, incentives, and other forms of compensation
- No additional fees, expenses, or costs will be incurred unless approved in advance by the City
- Payment is due within thirty (30) days following the employee's first day of employment

All expenditures are subject to budgetary approval and available appropriations.

Key Contract Terms:

- Services must be authorized in writing by the City prior to candidate submission
- The City retains full discretion over all hiring decisions
- The agreement is non-exclusive, allowing the City to use other recruitment methods or firms
- A 60-day replacement guarantee is included, with refund or credit if a replacement is not secured within 90 days
- The agreement includes standard provisions for:
  - Independent contractor status
  - Compliance with employment laws
  - Oklahoma Open Records Act
  - Oklahoma Governmental Tort Claims Act protections
- Either party may terminate the agreement with written notice

Staff recommends approval of the agreement with Hunt Professional Recruiting LLC to enhance recruitment capabilities, provide flexible staffing solutions, and support operational continuity across City departments.

Cost:	Dependent upon service as indicated in agreement
Funding Source:	Respective Department Salary Operating Account
Requested By:	Kelly Cox, Human Resources Director
Approved By:	City Manager's Office
Attachments:	Hunt Agreement

Recommendation:
Approve and execute an agreement with Hunt Professional Recruiting LLC for professional staffing needs

SERVICE AGREEMENT

This agreement (hereinafter referred to as “Agreement”) between Hunt Professional Recruiting LLC (hereinafter referred to as “Company”), headquartered at 5428 Highway 28 West, Adair, OK 74330, and City of Broken Arrow (hereinafter referred to as “Client”), located at 220 S 1st St, Broken Arrow, OK 74012 to provide Direct Hire recruiting solutions.

1. **Direct Placement Terms**

1.1. This Agreement applies to direct-hire recruitment services for positions specifically authorized in writing by the Client. Company shall not be entitled to any placement fee unless the Client has authorized Company in writing to recruit for the specific position before Company submits the candidate. Written authorization may be provided by the City Manager, Human Resources Director, or other authorized representative of the Client.

1.2. Company may provide general market information or identify potential candidates; however, no fee shall be owed for any candidate submitted for a position that has not been specifically authorized in writing by the Client. The Client shall have no obligation to pay any fee for unsolicited candidates, general referrals, market discussions, or candidates submitted outside the scope of an authorized recruitment.

1.3. For any position requiring a professional license, certification, credential, or other minimum qualification, Company shall make reasonable efforts to submit only candidates who meet the requirements identified by the Client. Company shall not represent that a candidate satisfies any licensure, certification, ethical, conflict, or professional qualification requirement unless Company has a reasonable basis for that representation. Final verification of qualifications shall remain with the Client.

1.4. For each candidate hired by the Client for an authorized position as a result of Company’s recruitment services, Company shall be due a placement fee equal to twenty percent (20%) of the placed employee’s first year’s base salary, unless a different fee is approved in writing by the Client for a specific recruitment. For purposes of calculating any placement fee, “base salary” means the candidate’s annualized regular wages or salary approved by the Client for the position. Base salary shall not include benefits, insurance, retirement contributions, allowances, bonuses, incentives, leave payouts, phone allowances, overtime, or any other form of compensation or benefit.

1.5. The Client retains sole discretion and final authority over all hiring decisions. Nothing in this Agreement shall require the Client to interview, select, hire, or continue employing any candidate submitted by Company. Any candidate’s employment shall be subject to the Client’s normal hiring process, including interviews, background checks, budgetary approval, and all other applicable Client requirements.

1.6. Company shall not make any representation, promise, or commitment on behalf of the Client regarding employment, compensation, benefits, relocation, job duties, reporting structure, work schedule, hiring authority, start date, or other terms or conditions of employment unless expressly authorized by the Client in writing. All offers of employment shall be made only by the Client.

1.7. No additional fees, expenses, administrative charges, advertising costs, travel costs, or other amounts shall be owed by the Client unless approved in advance in writing by the Client.

1.8. Client will be invoiced upon the placed employee's first day of employment. Invoices are due and payable to Company within thirty (30) days of the employee's first day of employment.

1.9. In the event that a placed employee leaves the employment of the Client within the first sixty (60) days from the date of hire, for any reason other than Client-initiated layoff, restructuring, or elimination of the position, Company will work to find a suitable replacement for the same authorized position free of additional charge (the "Guarantee") within a reasonable amount of time. This Guarantee is contingent on payment being received under Section 1.4 of this Agreement. If no replacement is hired within ninety (90) days after notice from the Client, the Client shall receive a refund or credit of the placement fee.

2. Other Terms

2.1. Client agrees that if a candidate submitted to Client by Company is hired either directly or indirectly within twelve (12) months from the last discussion concerning such candidate it would be a result of Company's efforts on behalf of Client and Client agrees to pay to Company the amount identified above in Section 1.4 of this Agreement. A candidate shall not be considered "submitted" unless Company provides the Client with the candidate's name, resume or professional summary, contact information, and written identification of the specific position for which the candidate is being submitted. General discussions, market information, informal referrals, or unidentified candidate descriptions shall not constitute submission of a candidate. Company shall not be entitled to any fee for a candidate who was previously known to the Client, previously applied to the City, was already under consideration by the Client, was referred to the Client by another source, independently contacted the Client, or was identified by the Client through its own recruitment efforts before Company's written submission.

2.2. The parties affirm and agree that they are equal employment opportunity employers and are in full compliance with all applicable anti-discrimination laws, rules, and regulations. The parties agree not to harass, discriminate against, or retaliate against any employee of the other because of race, national origin, age, sex, religion, disability, marital status, or other category protected by law; nor shall any party cause or request the other party to engage in such discrimination, harassment, or retaliation.

2.3. Neither this Agreement nor the services to be provided hereunder shall be construed to create any relationship of employment, agency, partnership, or joint venture between the parties.

2.4. This Agreement may not be amended, except by writing or an additional Addendum executed between Company and the Client.

2.5. This Agreement sets forth the entire agreement of the parties and supersedes all other oral or written agreements between the parties.

2.6. This Agreement and services rendered with regard to the Agreement shall be deemed to have been entered into and performed at Company's headquarters in the State of Oklahoma, and all questions concerning the validity, interpretation, or performance of any of its terms or provisions, or any rights, or obligations of the parties hereto, shall be governed by and resolved in accordance with the laws of the State of Oklahoma. Venue for any action arising out of this Agreement shall lie exclusively in a court of competent jurisdiction in Tulsa County.

2.7. This Agreement will terminate upon written notice by either party. Upon termination, Company shall stop recruiting for the Client unless otherwise directed in writing. After termination, Company shall be entitled to a placement fee only for candidates properly submitted in writing before the effective date of termination for a position authorized by the Client for that authorized position within six (6) months after the candidate's original written submission. No fee shall be owed for candidates submitted after termination unless the Client gives prior written authorization.

2.8. Company acknowledges that the Client is a public body subject to the Oklahoma Open Records Act. No provision of this Agreement shall require the Client to withhold, restrict, or treat as confidential any record that is subject to disclosure under applicable law. The Client retains sole discretion to determine whether any record may or must be withheld, redacted, or disclosed.

2.9. The Client's obligations under this Agreement are subject to the availability and appropriation of funds. Nothing herein shall be construed to create a debt of the Client in violation of Oklahoma law.

2.10. Nothing in this Agreement shall be construed as a waiver of any defense, immunity, limitation of liability, notice requirement, or protection available to the Client under the Oklahoma Governmental Tort Claims Act or other applicable law.

2.11. Company is an independent contractor and is not an employee, agent, partner, joint venturer, or representative of the Client. Company has no authority to bind the Client or make commitments on behalf of the Client.

2.12. This Agreement is non-exclusive. The Client may recruit candidates independently and may use other recruiters, job postings, referrals, internal processes, or other hiring methods without obligation to Company, except as expressly provided for candidates properly submitted by Company under this Agreement.

2.13. Company shall not assign, transfer, subcontract, or delegate any rights or obligations under this Agreement without the Client's prior written consent. Any attempted assignment without the Client's prior written consent shall be void.

Thank you for your trust and business.

Sincerely,

_____

Andrea (Andi) Hunt
Owner/Executive Recruiter
Hunt Professional Recruiting LLC 5/6/2026

Agreed and Accepted:

_____
Michael Spurgeon
City Manager
City of Broken Arrow
05/6/2026
Attest:

_____
City Clerk [Seal]

Approved as to Form

_____
Assistant City Attorney

City of Broken Arrow

Request for Action

File #: 26-614, **Version:** 1

Broken Arrow City Council
Meeting of: 5-5-2026

Title:
Approval of and authorization to execute Professional Consultant Agreement Amendment 1 with Professional Engineering Consultants, P.A (PEC) for the construction documents of the Field Service Locker Room Renovation (2617120)

Background:
The Field Service Building has been renovated for office use of both Utilities and Streets & Storm field crews. While the office space provides a touch point for crews with their supervisors and crew chiefs, there is a need for additional personal locker storage and restroom facilities. This contract is for the construction document to renovate part of the warehouse connected to the Field Service Offices to provide the locker room for both Utilities and Streets & Storm field operations crews.

In October of 2025 City staff negotiated an agreement with Professional Engineering Consultants, P.A. (PEC) to prepare construction documents and a cost estimate for the renovation of the existing bathrooms in to a Locker Room. The agreement is for $21,500.00

City Staff has negotiated an Amendment with Professional Engineering Consultants, P.A. (PEC) to add additional electrical, mechanical, and plumbing design for the locker room. This Amendment is for $2,500.

Cost: $2,500.00

Funding Source: STCI

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

Approved By: City Manager's Office

Attachments: Professional Consulting Agreement

Recommendation:
Approval of and authorization to execute Professional Consultant Agreement Amendment 1 with Professional Engineering Consultants, P.A. (PEC) for the construction documents of the Field Service Locker Room Renovation (2617120).

AMENDMENT NO. 1
TO
AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)
FOR
BROKEN ARROW FIELD OFFICE LOCKER ROOMS
PROJECT 2617120

THIS **AMENDMENT NO. 1**, made and entered into this 21st day of April 2026, by and between the City of Broken Arrow (Owner), hereinafter referred to as "OWNER", and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an Agreement dated October 8, 2025 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to prepare construction documents for bidding purposes for the renovations at the existing Field Office building located at 2302 South 1st Place in Broken Arrow, OK.

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to the following

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

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

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

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

1. PROJECT SCOPE.

This Amendment requires CONSULTANT to revise the CITY reviewed and approved final set of construction bid documents as follows:

1. Electrical document revisions will include:
a. Adding data outlets adjacent to the workstation outlets in the Storage Room.
b. Revise lighting design in the mechanical room to a one for one replacement.

c. Design power connections for the condensing unit to be replaced.
2. Mechanical document revisions will include:
a. Design replacement of (1) condensing unit with like capacity, it is assumed the evaporator coil in existing furnace is to be replaced
b. Design the replacement of the existing sanitary waste main
3. It is understood there are no floor plan changes and no additional meetings are anticipated.

2. CHANGE IN CONTRACT AMOUNT.
As compensation for the additional work, OWNER shall pay CONSULTANT in accordance with the terms as a change in the contract amount:

Original Contract Amount executed October 8, 2025	$21,750.00
Amendment No. 1	$2,500.00
Revised Total Contract Amount	$24,250.00

3. AMENDED PROJECT SCHEDULE
The schedule for Amendment No. 1 is 5 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.
This Amendment No. 1 is effective upon signature of both parties.

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

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

OWNER:
Broken Arrow Municipal Authority

By: _____

Michael L. Spurgeon, City Manager

Date: _____

Attest: _____

City Clerk [Seal]

Date: _____

CONSULTANT:
Professional Engineering Consultants, P.A.

By: _____

Alex Darby, P.E., Vice President
Municipal Market

Date: 04/21/2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

Name: Lance Brummett
Office: Practice Lead | Electrical

Date: 04/21/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 21st day of April, 2026, personally appeared Alex Darby, known to be to be the Vice-President – Municipal Market of Professional Engineering Consultants, P.A., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

11/23/2026

Notary Public



City of Broken Arrow

Request for Action

File #: 26-597, **Version:** 1

Broken Arrow City Council
Meeting of: 5-05-2026

Title:
Approval of and authorization to execute Agreement for Professional Consultant Services with R.L. Shears Company, P.C. for providing construction phase services on the Broken Arrow Bicycle and Pedestrian Improvements Project (Project No. ST22300)

Background:
The City requires the Construction Phase Services of the Professional Consultant, R.L. Shears Company, P.C., who designed the referenced Federal TAP Grant project in order to successfully complete the construction of the project. The Broken Arrow Bicycle and Pedestrian Improvements Project consists of the construction of sidewalk and sidepath and HAWK Pedestrian Beacons at Pittsburg St. and Elm St., Washington St. and Juniper Ave. and New Orleans St. and Oak Ave. The Construction Phase Services consist of attending Pre-Construction meetings, review of submittals, assistance with responses to questions and Requests For Information (RFI's), attending progress meetings and providing design changes during construction as required. This project is currently in construction.

Cost: $15,000.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Agreement for Professional Consultant Services

Recommendation:
Approve and authorize execution of Agreement for Professional Consultant Services with R.L. Shears Company, P.C.

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
R. L. SHEARS COMPANY, PC
FOR
BROKEN ARROW BICYCLE AND PEDESTRIAN IMPROVEMENTS PROJECT
PROJECT ST22300

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and R. L. Shears Company, P.C., (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER, in conjunction with the Oklahoma Department of Transportation intends to construct the Broken Arrow Creek Trail and Broken Arrow Bicycle and Pedestrian Improvements (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

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

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

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

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

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

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

ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 - LIABILITY

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

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

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

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

ARTICLE 9 - INSURANCE

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

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 Consultant shall demonstrate that they:

24.1.1 Have complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and

Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and

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

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

24.1.4 Have required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.

24.2 CONSULTANT will indemnify, defend and hold harmless OWNER against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, CONSULTANT'S failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by CONSULTANT as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION

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

ARTICLE 26 - COMMUNICATIONS

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

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

CONSULTANT: R. L. Shears Company, PC
1522 South Carson Avenue
Tulsa, Oklahoma 74119
918.582-0612
Contact Name: Robert L. Shears II, ASLA
President

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

ARTICLE 27 – ELECTRONIC SIGNATURES

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

IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____

Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:
R. L. Shears Company, PC

By: _____

Robert L. Shears II, ASLA
President

Date: 4.28.26

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

City Clerk [Seal]

Date: _____

Attest: _____

Tracy H Shears, JD
Vice President

Date: 04.28.26

Approved as to form:

D. Graham Parker 4/30/2026

Assistant City Attorney

VERIFICATION

State of OKLAHOMA)
) §
County of TULSA)

Before me, a Notary Public, on this 28TH day of APRIL, 2026, personally appeared ROBERT L. SHEARS II, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of R. L. Shears Company, PC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

12/24/2029

JANIE CLAIRE JONES
Notary Public in and for the
State of Oklahoma
Commission #25014576
My Commission expires 12/24/2029

Notary Public

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R. L. SHEARS COMPANY, PC
FOR
BROKEN ARROW BICYCLE AND PEDESTRIAN IMPROVEMENTS PROJECT
PROJECT ST22300

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

1.1 The project consists of extending the Broken Arrow Creek Trail from the Phase I termination point at on South 1st Place on the north side of East Ithica across Washington Street to connect to the existing trail in the Arrowhead Softball Complex.

1.2 CONSULTANT understands that the OWNER has retained their professional services in order to provide construction phase services for the PROJECT.

2.0 PROJECT SCOPE

2.1 The project includes construction services for the construction of sidewalk and sidepath and HAWK pedestrian hybrid beacons near Pittsburg Street and Elm Street, Washington Street and Juniper Avenue, and New Orleans Street and Oak Avenue.

3.0 SCOPE OF SERVICES

3.1 CONSTRUCTION SERVICES PHASE: Attend Pre-Construction Meeting; Review Submittals; Assist with responses to questions and RFI's; Attend progress meetings; Providing design changes during construction.

ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R. L. SHEARS COMPANY, PC
FOR
BROKEN ARROW BICYCLE AND PEDESTRIAN IMPROVEMENTS PROJECT
PROJECT ST22300

ORGANIZATION OF SUBMITTAL DOCUMENTS

The CONSULTANT shall prepare the following documents as described as a part of the AGREEMENT dated the __ th day of May 2026.

1.0 CONSTRUCTION PLANS: The CONSULTANT shall revise construction documents as necessary in accordance with City requirements.

ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R. L. SHEARS COMPANY, PC
FOR
BROKEN ARROW BICYCLE AND PEDESTRIAN IMPROVEMENTS PROJECT
PROJECT ST22300

COMPENSATION AND ADDITIONAL SERVICES

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

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

1.1 CONSTRUCTION PHASE SERVICES –The OWNER shall pay the CONSULTANT hourly based on the hourly rates below not to exceed $30,000.00 for the completion of the Construction Documents. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

Administrative:	$80.00
Landscape Architect Intern:	$100.00
Landscape Architect Technical I:	$130.00
Landscape Architect Technical II:	$140.00
Landscape Architect:	$180.00
Landscape Architect / Project Manager	$190.00
Principal Landscape Architect:	$225.00

ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R. L. SHEARS COMPANY, PC
FOR
BROKEN ARROW BICYCLE AND PEDESTRIAN IMPROVEMENTS PROECT
PROJECT ST22300

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

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

1.0 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

2.0 SPECIAL CONDITIONS

2.1 None

ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R. L. SHEARS COMPANY, PC
FOR
BROKEN ARROW BICYCLE AND PEDESTRIAN IMPROVEMENTS PROECT
PROJECT ST22300

PROJECT SCHEDULE

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

The schedule for the services included in this amendment shall be based on the original PROJECT contract time (NTP to Substantial Completion).

City of Broken Arrow

Request for Action

File #: 26-599, **Version:** 1

Broken Arrow City Council
Meeting of: 5-05-2026

Title:
Approval of and authorization to execute Agreement for Professional Consultant Services with R.L. Shears Company, P.C. for providing construction phase services on the Broken Arrow Creek Trail Phase II Project (Project No. 196032)

Background:
The City requires the Construction Phase Services of the Professional Consultant, R.L. Shears Company, P.C., who designed the referenced Federal TAP Grant project in order to successfully complete the construction of the project. The Broken Arrow Creek Trail Phase II Project is a continuation of the Phase I trail project that ends at E. Ithica Place at S. 1st Place. The new Phase II trail project begins at E. Ithica Place and continues along the west side of S. 1st Place tying into Arrowhead Park at E. Washington Street. The Construction Phase Services consist of attending Pre-Construction meetings, review of submittals, assistance with responses to questions and Requests For Information (RFI's), attending progress meetings and providing design changes during construction as required. This project is currently in construction.

Cost: $15,000.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Agreement for Professional Consultant Services

Recommendation:
Approve and authorize execution of Agreement for Professional Consultant Services with R.L. Shears Company, P.C.

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
R. L. SHEARS COMPANY, PC
FOR
CONSTRUCTION PHASE SERVICES
BROKEN ARROW CREEK TRAIL PHASE 2
PROJECT 196032

This AGREEMENT, including Attachment A through Attachment E, between the City of Broken Arrow (OWNER) and R. L. Shears Company, P.C., (CONSULTANT);

W I T N E S S E T H:

WHEREAS, OWNER, in conjunction with the Oklahoma Department of Transportation intends to construct the Broken Arrow Creek Trail and Broken Arrow Pedestrian Improvements (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

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

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

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

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

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

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

ARTICLE 7 - STANDARD OF CARE
CONSULTANT shall perform the SERVICES undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity, and with the applicable state laws, as well as the specific codes, regulations, design criteria and construction specifications adopted by the owner and other governing policies published and generally considered authoritative by CONSULTANT'S profession that are in effect at the time of performance of these SERVICES. CONSULTANT is obligated to perform professional services in accordance with the foregoing standard with respect to the laws, codes, regulations, design criteria and construction specifications that are applicable pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY
8.1 General. Having considered the potential liabilities that may exist during the performance of these SERVICES, the benefits of the PROJECT, and CONSULTANT'S fee for the SERVICES; and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with Article 10.

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

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

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

ARTICLE 9 - INSURANCE
During the performance of the SERVICES under this AGREEMENT, CONSULTANT shall maintain the following insurance:

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY
CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

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

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

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

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

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

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

ARTICLE 16 - DELAY IN PERFORMANCE
Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such

as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

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

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

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

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

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

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24.1 CONSULTANT shall demonstrate that they:

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

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

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

24.1.4 Have required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.

24.2 CONSULTANT will indemnify, defend and hold harmless OWNER against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, CONSULTANT'S failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by CONSULTANT as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - FIREARMS INDUSTRY NONDISCRIMINATION

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

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485 N. Poplar Avenue
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Contact: Mr. Charlie Bright, P.E.
Director of Engineering and Construction

CONSULTANT: R. L. Shears Company, PC
1522 South Carson Avenue
Tulsa, Oklahoma 74119
918.582-0612
Contact Name: Robert L. Shears II, ASLA
President

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

ARTICLE 27 – ELECTRONIC SIGNATURES

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

IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____

Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:
R. L. Shears Company, PC

By: _____

Robert L. Shears II, ASLA
President

Date: 4.28.26

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

City Clerk [Seal]

Date: _____

Attest: _____

Tracy H Shears, JD
Vice President

Date: 04.28.26

Approved as to form:

D. Graham Parker 4/30/2026

Assistant City Attorney

VERIFICATION

State of OKLAHOMA)
) §
County of TULSA)

Before me, a Notary Public, on this 28TH day of APRIL, 2026, personally appeared ROBERT L. SHEARS II, known to be to be the (President, Vice-President, Corporate Officer, Member, or Other: _____) of R. L. Shears Company, PC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

12/24/2029

JANIE CLAIRE JONES
Notary Public in and for the
State of Oklahoma
Commission #25014576
My Commission expires 12/24/2029

Notary Public

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R. L. SHEARS COMPANY, PC
FOR
CONSTRUCTION PHASE SERVICES
BROKEN ARROW CREEK TRAIL PHASE 2
PROJECT 196032

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

1.1 The project consists of Construction Phase Services for the Broken Arrow Creek Trail Phase 2 project which will extend the Broken Arrow Creek Trail from the Phase I termination point at South 1st Place on the north side of East Ithica across Washington Street to connect to the existing trail in the Arrowhead Softball Complex and a Share the Road Bicycle Facility along Washington from 1st Place to Main Street.

1.2 CONSULTANT understands that the OWNER has retained their professional services in order to provide construction phase services for the PROJECT.

2.0 PROJECT SCOPE

2.1 The project includes the Construction Phase Services for the Project No. 196320 Broken Arrow Creek Trail Phase 2.

3.0 SCOPE OF SERVICES

3.1 CONSTRUCTION SERVICES PHASE: Attend Pre-Construction Meeting; Review Material Submittals; Assist with responses to questions and Requests for Information (RFIs); Attend progress meetings; Provide design changes during construction for the two projects described.

ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R. L. SHEARS COMPANY, PC
FOR
CONSTRUCTION PHASE SERVICES
BROKEN ARROW CREEK TRAIL PHASE 2
PROJECT 196032

ORGANIZATION OF SUBMITTAL DOCUMENTS

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

1.0 REVISED CONSTRUCTION DRAWINGS: The CONSULTANT shall submit in-full revised construction documents as necessary in accordance with City requirements in a form compatible with AutoCAD. It can be submitted via email, data download, or memory stick.

ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R. L. SHEARS COMPANY, PC
FOR
CONSTRUCTION PHASE SERVICES
BROKEN ARROW CREEK TRAIL PHASE 2
PROJECT 196032

COMPENSATION AND ADDITIONAL SERVICES

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

1.0 BASIC COMPENSATION

The basic compensation for the Professional Consultant to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

1.1 CONSTRUCTION PHASE SERVICES –The OWNER shall pay the CONSULTANT hourly based on the hourly rates below not to exceed $15,000.00 for the completion of the Construction Documents. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

Administrative:	$80.00
Landscape Architect Intern:	$100.00
Landscape Architect Technical I:	$130.00
Landscape Architect Technical II:	$140.00
Landscape Architect:	$180.00
Landscape Architect / Project Manager	$190.00
Principal Landscape Architect:	$225.00

ATTACHMENT D
TO
AGREEMENT FOR CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R. L. SHEARS COMPANY, PC
FOR
CONSTRUCTION PHASE SERVICES
BROKEN ARROW CREEK TRAIL PHASE 2
PROJECT 196032

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

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

1.0 OWNER'S RESPONSIBILITIES

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

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

2.0 SPECIAL CONDITIONS

2.1 None

ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
R. L. SHEARS COMPANY, PC
FOR
CONSTRUCTION PHASE SERVICES
BROKEN ARROW CREEK TRAIL PHASE 2
PROJECT 196032

PROJECT SCHEDULE

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

The schedule for the services included in this AGREEMENT shall be based on the original PROJECT contract time (NTP to Substantial Completion).

City of Broken Arrow

Request for Action

File #: 26-610, **Version:** 1

Broken Arrow City Council
Meeting of: May 5, 2026

Title:
Approval of and authorization to execute an agreement with System One Holdings, LLC, (System One), for professional staffing needs

Background:
The City of Broken Arrow desires to utilize contract staffing services to support operations across multiple departments, including engineering, administrative, information technology, finance, and other specialized functions. These services provide flexibility in workforce management, assist with recruitment challenges, and allow the City to evaluate candidates prior to full-time employment.

The proposed agreement with System One Holdings, LLC establishes discounted pricing and terms for direct-hire placement. Direct-hire placement services are recruitment solutions in which a staffing agency sources, screens, and presents qualified candidates for placement on the City's payroll.

Key Terms of the Agreement:

- Direct Hire Services:
  - Discounted placement fee of 20% of first-year salary (reduced from standard 33%)
  - 90-day replacement guarantee for placed candidates

Staff recommends approval of the agreement with System One to enhance recruitment capabilities, provide flexible staffing solutions, and support operational continuity across City departments.

Cost: 20% of first-year salary for direct hire services

Funding Source: Respective Department Salary Operating Account

Requested By: Kelly Cox, Human Resources Director

Approved By: City Manager's Office

Attachments: City of Broken Arrow Direct Hire Fee Agreement_2026

Recommendation:
Approve and execute an agreement with System One Holdings, LLC, (System One), for professional staffing needs

City of Broken Arrow
220 South First Street
Broken Arrow, OK 740122

Direct Hire Discounted Services Agreement

Thank you for allowing **System One Holdings, LLC,** a Delaware limited liability company (**System One**) the opportunity to extend a pricing strategy to City of Broken Arrow (Client Company)**.** We understand the importance in providing personalized and customized hiring solutions for both contract and direct hire placements for engineering, engineering support, accounting & finance, information technology, and administrative (including medical administrative) positions. Please see proposed terms below.

Direct Hire Fee	**Fees** - Our standard contingency fee is 33% of the employee's first year earnings. **All positions:** Standard term: 33% **Discounted term**: 20%* **System One** fees are contingent upon hiring of a candidate (represented by **System One**) by Client Company's firm, any affiliates of Client Company, or any firm Client Company refers our candidate to, for a period of one year from the date of our referral. Contingency fees, payable by our Client Companies, are calculated as a percentage of the new Employee's first year earnings. *All placement fees are due within **10** business days of the new Employee's start date. Any discounts given are contingent upon receipt of payment on or before the due date.
Background/Drug	**System One** only performs background and drug screens for all contract/contract-for-hire/payroll service Employees as indicated below at no charge to Client Company. (Direct hire background and drug screens available upon request.) **Background Check Information:** • Searches performed: Multi County search, National Homeland Security Alert and Social Security • Number of years back: 7 years • Expunged or dismissed records will not be reported due to state law. **Drug Screen (available upon request)** • Number of Panels covered: 5 Panels
Direct Hire Guarantee	We are confident in our ability to find the right candidates for our Client Company's staffing needs and we back that up with a very liberal guarantee. If a candidate placed by **System One** leaves Client Company for any reason other than elimination of position, takeover, or material change in job responsibility for a period of 90 days from start date, we will replace that person at no charge. This credit towards a free replacement is good for one year from the date of guaranteed Employees' separation.* *All fees **must be paid in full within 10 business days** from starting date of employment for guarantee to apply. **System One** is an Equal Opportunity Employer. M/F/Disability/Vet

By: _____ Date: _____
System One

By: _____ Date: _____
City of Broken Arrow

City of Broken Arrow

Request for Action

File #: 26-596, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:
Approval of and authorization to execute Agreement for Professional Consultant Services with WSB LLC, for the Woodstock Subdivision Residential Streets Concrete Panel Replacement (Project Number ST25090)

Background:
Engineering & Construction Department staff negotiated a Professional Consultant Services Agreement with WSB LLC, for design of a residential street rehabilitation project in the Woodstock subdivision. The agreement includes design services to provide plans, for bidding and construction purposes, for the rehabilitation and replacement of concrete pavement panels, curb and gutter, sidewalk, curb ramps, inlets, and adjustment of manholes and valve boxes to grade, and other miscellaneous appurtenances.

Cost: $55,000

Funding Source: 2018 GO Bond Proposition 1

Requested By: Charlie Bright, Director of Engineering and Construction

Approved By: City Manager's Office

Attachments: Agreement for Professional Consultant Services

Recommendation:
Approve and authorize execution of Agreement for Professional Consultant Services with WSB LLC.

AGREEMENT SUMMARY
CITY OF BROKEN ARROW
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROFESSIONAL CONSULTANT AGREEMENT
PROJECT NO. ST25090

1.0 Professional Consulting Firm:

1.1	Name:	WSB LLC
1.2	Telephone No.:	918-743-6611
1.3	Address:	416 S Utica Avenue Tulsa, OK 74104

2.0 Project Name/Location: Residential Streets Concrete Panel Replacement, Broken Arrow, OK

3.0 Statement of Purpose: CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for construction of Residential Streets Concrete Panel Replacement in Broken Arrow, OK, at the specified locations within this agreement. These documents shall include, but not be limited to, the following: provide the bid document quantities; construction plans detailing the intent of the project; standard details and standard drawings associated with the project specifics; construction specifications; general conditions, and special conditions.

4.0 Agreement Summary:

4.1 Agreement Amount:

Construction Document Phase	$ 43,000.00
Assistance During Bidding Phase	$ 4,000.00
Construction Services Phase	$ 6,000.00
Record Drawings	$ 2,000.00
TOTAL AGREEMENT AMOUNT	$ 55,000.00

4.2 Agreement Time: 110 calendar days

4.3 Estimated Construction Cost: $ 520,000.00

5.0 Agreement Approved by the Owner on: _____ 2026

AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
WSB LLC
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST25090

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

W I T N E S S E T H:

WHEREAS, OWNER intends to repair various residential streets within the City of Broken Arrow (PROJECT) for which, OWNER has requested that CONSULTANT provide certain professional services as required and,

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

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

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

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

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

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

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

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

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ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 - LIABILITY

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

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

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

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

ARTICLE 9 - INSURANCE

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

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

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

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ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY
CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the construction of the PROJECT; or (2) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services.

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

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

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

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

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

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

ARTICLE 16 - DELAY IN PERFORMANCE
Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not

limited to, abnormal weather conditions such as floods, earthquakes, fire; civil disturbances such as war, riots, or other civil epidemic; power outages, strikes, lockouts, work slowdowns, or other labor disturbances; sabotage; judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or services required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

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

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

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

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

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

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

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

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

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ARTICLE 24 - IMMIGRATION COMPLIANCE

24.1 CONSULTANT shall demonstrate that he:

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

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

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

24.1.4 Has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Consultant for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply with the requirements and obligations imposed by the Immigration Laws and set forth in Paragraphs 24.1.1, 24.1.2, and 24.1.3, above, with regards to each of the sub-contractor's employees.

24.2 CONSULTANT will indemnify, defend and hold harmless OWNER against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, CONSULTANT'S failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by CONSULTANT as set forth more fully in Paragraph 24.1 above.

ARTICLE 25 - COMMUNICATIONS

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

OWNER: City of Broken Arrow
485 N. Poplar Avenue
Broken Arrow, OK 74012
Contact: Mr. Travis Small, P.E., CFM
Transportation Division Manager

CONSULTANT: WSB LLC
416 S Utica Avenue
Tulsa, OK 74104
(918) 743-6611

Contact Name: Laine Peitzmeier
Project Manager

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

ARTICLE 26 – ELECTRONIC SIGNATURES

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

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IN WITNESS WHEREOF, the City Manager of the City of Broken Arrow, Oklahoma has hereunto set his hand, for and on behalf of the City of Broken Arrow and the CONSULTANT has signed, or caused his name to be signed, and seal affixed by proper authority, the day and year first above written and these presents have been executed in triplicate counterparts.

OWNER:
City of Broken Arrow, a Municipal Corporation

By: _____
Michael L. Spurgeon, City Manager

Date: _____

CONSULTANT:
WSB LLC

By: Jay Kennedy
Jay Kennedy, Vice President

Date: 4/24/2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____
City Clerk [Seal]

Date: _____

Attest: _____
Benjamin W. Fletcher, Manager-Design

Date: 4/27/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 27th day of April, 2026, personally appeared Jay Kennedy, known to be to be the Vice-President of WSB LLC, and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:
02/05/27



Audrey Fincannon
Notary Public

ATTACHMENT A
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
WSB LLC
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST25090

SCOPE OF SERVICES

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

1.0 PROJECT UNDERSTANDING

1.1 CONSULTANT understands that the OWNER has retained their professional services in order to prepare Construction Documents for repairs to various residential streets within the City of Broken Arrow. Work shall consist of the following: preparation of AutoCAD base map/drawing from aerial imagery and linework; identification of all elements (i.e. concrete pavement panels, curb, curb and gutter, sidewalk, curb ramps, inlets, and adjusting manholes and valve boxes to grade) requiring replacement and/or rehabilitation; and preparation of construction documents. The construction documents shall consist of the following: title sheet; paving repair plan sheets; pay item and general notes; standard details and standard drawings associated with the project specifics (provided by the OWNER); and special construction specifications, if needed.

2.0 PROJECT SCOPE

2.1 The project consists of repairs to the residential streets within the Woodstock subdivision (Project No. ST25090) in accordance with all current City of Broken Arrow specifications and MUTCD requirements.

2.1.1 The CONSULTANT shall provide a base map drawing, in AutoCAD (version 2020 or newer), on which to show the work that will be necessary, consisting of the following:

2.1.1.1 Prepare an AutoCAD base map/drawing from aerial imagery for use in plan preparation.

2.1.1.2 Generate and display edge of pavement lines, back-of-curb and face-of-curb lines, concrete panel joints, sidewalk and ramps right-of-way and lot lines, driveway linework (where applicable) and street addresses from aerial imagery.

2.1.2 The CONSULTANT shall provide construction documents, consisting of the following:

2.1.2.1 Identification and quantification of all elements (concrete pavement panels, curb, curb and gutter, driveways,

sidewalk, curb ramps, inlets, and adjusting manholes and valve boxes to grade) requiring replacement and/or rehabilitation to include joint and crack cleaning and sealing. Sidewalk replacement shall be determined by visual inspection for obvious ADA non-compliance issues (i.e. slopes shall not be measured for compliance). Curb ramps shall be added in locations where sidewalk exists.

2.1.2.2 Preparation of construction plans and development of an engineer's estimate of construction cost for bidding purposes along with an Excel spreadsheet for the OWNER to utilize in preparation of the Bidding Documents.

3.0 SCOPE OF SERVICES

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

3.1.1 Document meetings, conferences, coordination, phone conversations, etc. and send documentation to OWNER within three (3) calendar days, as requested.

3.1.2 Meet with the OWNER in a Pre-Design Conference in order to determine design criteria, requirements and codes and other critical design features of the Project such as project schedule and milestone dates.

3.1.3 Provide OWNER with a list of all proposed sub-consultants and tasks sub-consultants are responsible to perform.

3.1.4 Meet with the OWNER to discuss review comments for the Preliminary Phase of the project, and incorporate appropriate comments into the following phase.

3.2 **CONSTRUCTION DOCUMENTS PHASE**: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.2.1 PRELIMINARY PLANS:

3.2.1.1 Perform virtual office investigation followed by a field investigation to verify, identify, delineate and quantify all elements (i.e. concrete pavement panels, curb, curb and gutter, sidewalk, curb ramps, inlets, and adjusting manholes and valve boxes to grade) perceived by the CONSULTANT to require replacement and/or rehabilitation.

3.2.1.2 Prepare preliminary drawings for all proposed construction plan sets.

- Title Sheet
- Typical Section(s)
- Pay Items and Notes Sheet
- Sheet Key Map
- Stormwater Pollution Prevention Plan
- Paving Repair Plan Sheets (delineating, and quantifying, elements requiring replacement and/or rehabilitation)

- Project Sign Detail
- Protect-in-Place Detail
- Miscellaneous Details

3.2.1.3 Submit a half-size (11” x 17”) PDF of all sets of preliminary plans for review by the OWNER

3.2.1.4 Submit an Engineer’s Estimate of construction cost in PDF format for all sets of plans.

3.2.1.5 Attend meeting to review preliminary plans. It is understood that only (1) plan review meeting shall be conducted for the project.

3.2.2 FINAL PLANS:

3.2.2.1 Incorporate preliminary plan review comments and finalize all necessary design functions required to complete the final design phase of the project.

3.2.2.2 Prepare bid document quantities, in Excel format, in units compatible with OWNER requirements.

3.2.2.3 For all plan sets, submit one (1) signed/sealed unbound set of half-size (11” x 17”) drawings on bond paper, a PDF copy of the plans, and one (1) set of final drawings on electronic media (AutoCAD 2020 or newer), one (1) set of special construction specifications, if needed, in PDF format, and the final Engineer’s Estimate of construction cost in PDF format.

3.3 **ASSISTANCE DURING BIDDING PHASE**: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following tasks in accordance with the schedule provided in Attachment E:

3.3.1 Assist OWNER in answering technical questions, preparing addenda and addenda plan sheets, as required.

3.4 **CONSTRUCTION SERVICES PHASE**: Upon receiving the written Notice to Proceed, the CONSULTANT shall perform the following task in accordance with the schedule in Attachment E:

3.4.1 Assist the Owner in answering RFI’s

3.4.2 Assist the OWNER in addressing miscellaneous construction related issues as needed.

3.4.3 Assist the OWNER with review and approval of submittal.

3.5 **RECORD DRAWINGS PHASE**:

3.5.1 Upon completion of construction, the CONSULTANT will incorporate the contractor’s red-line markups of the construction drawings and submit one (1) set of record drawings on electronic media (AutoCAD 2020 or newer version).

ATTACHMENT B
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
WSB LLC
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST25090

ORGANIZATION OF SUBMITTAL DOCUMENTS

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

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

1.1 Title Sheet
1.2 Typical Section(s)
1.3 Pay Items and Notes Sheet
1.4 Stormwater Pollution Prevention Plan
1.5 Paving Repair Plan Sheets
1.6 Project Sign Detail
1.7 Protect-in-Place Detail
1.8 Miscellaneous Details

2.0 SPECIAL CONSTRUCTION SPECIFICATIONS: The CONSULTANT shall submit in-full, in accordance with this AGREEMENT, special construction specifications, if needed.

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ATTACHMENT C
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
WSB LLC
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST25090

COMPENSATION AND ADDITIONAL SERVICES

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

1.0 BASIC COMPENSATION

The basic compensation for the CONSULTANT to perform all duties and responsibilities associated with the Scope of Services as described in Attachment A shall be in accordance with the following payment breakdown:

1.1 Construction Documents Phase Payment: The OWNER shall pay the CONSULTANT a lump sum amount of **$43,000.00** for the completion of the Construction Documents Phase. This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.2 Assistance During Bidding Phase Payment: The OWNER shall pay the CONSULTANT an hourly not-to-exceed amount of **$4,000.00** (based upon rates provided in Section 2.0). This amount includes all labor, material, overhead and profit associated with the Scope of Services.

1.3 Construction Services Phase Payment: The OWNER shall pay the CONSULTANT an hourly not-to-exceed amount of **$6,000.00** (based upon rates provided in Section 2.0). This amount includes all labor, material, overhead and profit associated with the Scope of Services.

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

2.0 ADDITIONAL SERVICES BASED ON TIME

The hourly rates set forth in Attachment F (attached hereto) include all salaries, benefits, overhead and other indirect costs including federal, state, and local taxes, plus profit.

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3.0 REPRODUCTION

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

4.0 MILEAGE

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

5.0 DIRECT COSTS

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

6.0 ADJUSTMENT CLAUSE

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

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ATTACHMENT D
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
WSB LLC
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST25090

OWNER'S RESPONSIBILITIES AND SPECIAL CONDITIONS

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

1.0 OWNER'S RESPONSIBILITIES

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

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

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

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

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

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

2.0 SPECIAL CONDITIONS

2.1 None

ATTACHMENT E
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
WSB LLC
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST25090

PROJECT SCHEDULE

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

1.0 CONSTRUCTION DOCUMENTS PHASE:

1.1 Notice to Proceed:
1.2 Preparation of Preliminary Plans: 75 calendar days
1.3 Owner Review: 14 calendar days
1.4 Preparation of Final Plans (signed/sealed): 21 calendar days
1.5 Total: 110 calendar days

2.0 ASSISTANCE DURING BIDDING PHASE:

2.1 Answer technical questions and prepare addenda: 90 calendar days

3.0 CONSTRUCTION SERVICE PHASE:

3.1 Answer RFI's, address construction related issues, and review and approve submittal as needed: To be determined

4.0 RECORD DRAWINGS PHASE:

4.1 Record Drawings: 30 days after receipt of contractor's red-lines

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ATTACHMENT F
TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW
AND
WSB LLC
FOR
RESIDENTIAL STREETS CONCRETE PANEL REPLACEMENT
PROJECT ST25090

HOURLY RATE SCHEDULE

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2026 Rate Schedule

	Billing Rate/Hour
ASSOCIATE | SR. ASSOCIATE | PRINCIPAL | SR. PRINCIPAL	$202 - $291
SR. PROJECT ENGINEER | SR. PROJECT MANAGER	$202 - $263
PROJECT MANAGER	$178 - $199
GRADUATE ENGINEER | PROJECT ENGINEER	$120 - $198
PROJECT MANAGER ASSISTANT	$98 - $161
ENGINEERING TECHNICIAN | ENGINEERING SPECIALIST	$79 - $197
LANDSCAPE ARCHITECT | SR. LANDSCAPE ARCHITECT	$89 - $189
ENVIRONMENTAL SCIENTIST | SR. ENVIRONMENTAL SCIENTIST	$80 - $187
PLANNER | SR. PLANNER	$92 - $195
GIS SPECIALIST | SR. GIS SPECIALIST	$89 - $195
CONSTRUCTION OBSERVER	$121 - $158
SURVEY	
Survey Office Technician	$141 - $176
Drone Pilot	$204
One-Person Crew	$204
Two-Person Crew	$275
OFFICE TECHNICIAN	$70 - $152

Costs associated with word processing, cell phones, reproduction of common correspondence, and mailing are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.

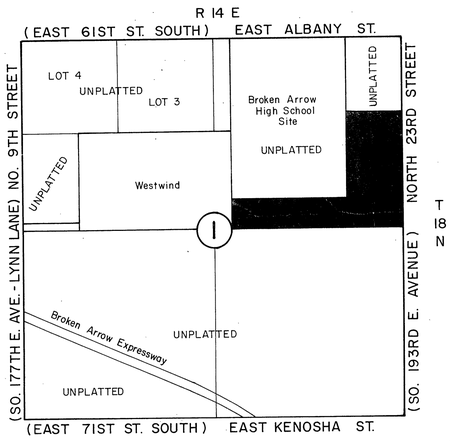
STATE OF OKLAHOMA
TULSA COUNTY
FILED OR RECORDED
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ANITA NESBITT
COUNTY CLERK

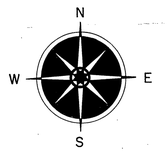
Plat 4199

36044

WOODSTOCK

AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA
A SUBDIVISION OF A PART OF THE N1/2 OF SECTION 1, T-18-N, R-14-E





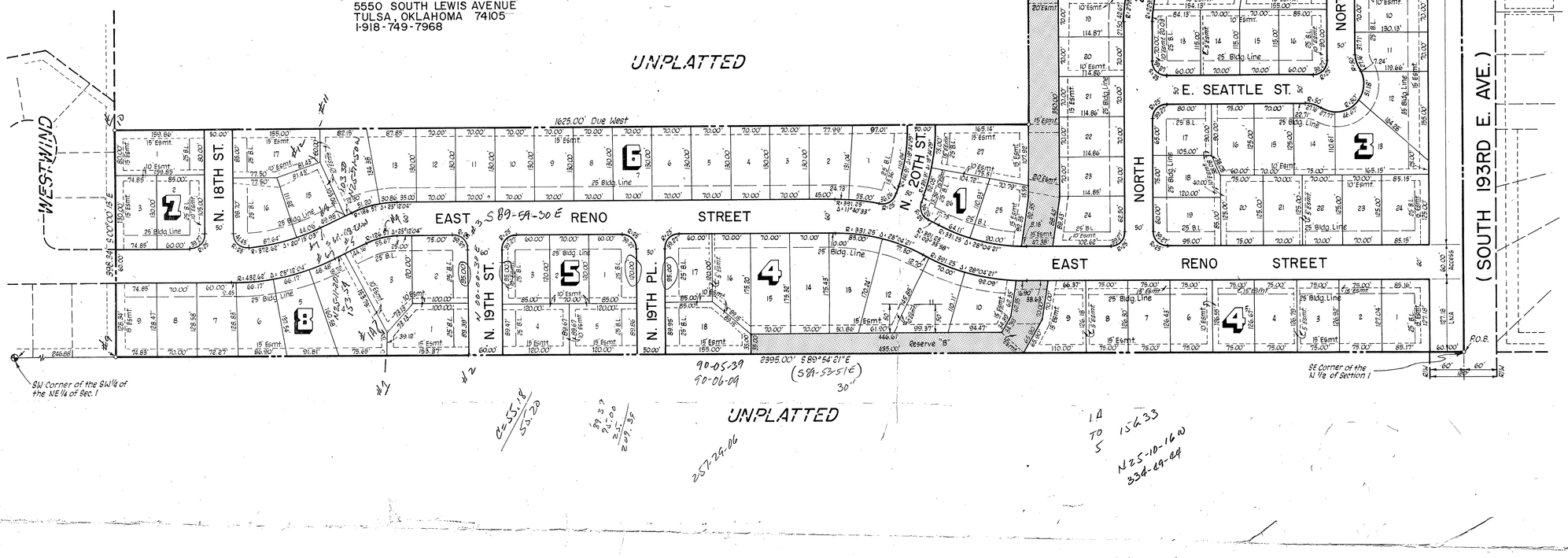
APPROVED 3-15-82 by the City Council of the City of Broken Arrow, Oklahoma.
Mayor: Dick Wood, Jr.
Attest: City Clerk: Larry Spurlock

OWNER:
TIMBERCREST VENTURE 80-1

DEVELOPER:
THE TIMBERCREST COMPANIES, INC.
5550 SOUTH LEWIS AVENUE
TULSA, OKLAHOMA 74105
1-918-749-7905

ENGINEERS:
ENGINEERING CONSULTANTS, INC.
5550 SOUTH LEWIS AVENUE
TULSA, OKLAHOMA 74105
1-918-749-7968

ADDITION CONTAINS:
41.55 ACRES GROSS
127 RESIDENTIAL LOTS



CERTIFICATE

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all real estate taxes involved in this plat, all such taxes have been paid as reflected by the current tax rolls and security as required by said Section 514, has been provided, the amount of $ 2541 per trust receipt no. 2302 to be applied to 19 82 taxes not as yet certified to me.

This certification is NOT to be construed as payment of 19 82 taxes in full but is given in order that this plat may be placed of record. 19 82 taxes could exceed the amount of the security deposit.

Dated March 9, 19 82

JOHN P. CANTRELL
TULSA COUNTY TREASURER
By: Sabra Hall
Deputy

of OKLAHOMA) SS.
Y of TULSA)
Nesbitt, County Clerk, in and for the and State above named, do hereby that the foregoing is a true and copy of a like instrument now on my office.
the 17 day of March 19 82
ANITA NESBITT, County Clerk

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

CERTIFICATE AND DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS: TIMBERCREST VENTURE 80-1, a General Partnership, composed of Timbercrest Associates, Ltd., an Oklahoma Limited Partnership, and The Timbercrest Companies, Inc., an Oklahoma Corporation, ("Timbercrest"), being the owner of the following described land in Tulsa County, State of Oklahoma to-wit:

A part of the North ½ of Section 1, Township 18 North, Range 14 East of the Indian Base and Meridian according to the U.S. Government Survey thereof, and being more particularly described as follows, to-wit:
BEGINNING at a point, said point being at the Southeast corner of said North ½, Section 1, and running thence N 00°-00'-13" W along the East line of said North ½, Section 1, a distance of 1,508.00 feet to a point, thence Due West a distance of 770.00 feet to a point, thence S 00°-00'-13" E a distance of 1,105.72 feet to a point, thence Due West a distance of 1,625.00 feet to a point, thence S 00°-00'-13" E a distance of 398.34 feet to a point in the South line of said North ½, Section 1, thence S 89°-54'-21" E along said South line, a distance of 2,395.00 feet to the Southeast corner of said North ½, Section 1, and THE POINT OF BEGINNING said described tract containing 41.55 acres, more-or-less.

Timbercrest has caused the above described real property to be surveyed and platted into a residential subdivision, henceforth known as "WOODSTOCK", an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, according to the recorded plat thereof. Moreover, in futherance of the orderly development and beneficial public use of "WOODSTOCK", Timbercrest does hereby grant and dedicate to the public and all future owners of the lots in "WOODSTOCK", and for public use all streets, easements for the installation and maintenance of utilities and drainage facilities, together with rights of ingress and egress to and upon said easements for the purpose of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities as may be placed thereon, the parcels designated, Reserve A and B, shall be reserved for use as a natural storm water drainage course and easement upon the aforesaid plat, and such dedication shall be perpetual in longevity and absolute in character. No structures, plantings (other than sod) or other materials shall be placed, stored, erected or permitted to ranain upon or within any easement as may be deemed to damage or interfere with the installation, maintenance and repair of a given utility or utilities or with the natural flow of water as would normally and usually occur within drainage easements. Easements within each lot of "WOODSTOCK" are to be maintained by the owner of that lot.

RESTRICTIVE COVENANTS

Timbercrest has established a general plan for the improvement and development of the above described premises, and does hereby establish the following covenants, conditions, reservations, and restrictions upon which and subject to which all lots and portions of such lots shall be improved or sold and conveyed by it as owner thereof. Each and every one of these covenants, conditions, reservations, and restrictions is and are for the benefit of each owner of land in such subdivision, or any interest therein, and shall inure to and pass with each and every parcel of such subdivision, and shall bind the respective successors in interest of the present owner thereof. These covenants, conditions, reservations, and restrictions are and each thereof is imposed upon such lots, and shall run with the land and shall be binding on all parties and all persons claiming by, through and under them until January 1, 2000, at which time the same shall be automatically extended for successive periods of twenty (20) years thereafter; PROVIDED, however, upon not less than ten (10) days notice, by written ballot and vote of not less than two-thirds (2/3) of all of the property owners in "WOODSTOCK", said covenants, conditions, reservations, and restrictions may be amended or modified, in whole or in part, at any time such amendment for modification shall be deemed necessary and shall become effective when due evidence of such vote on the given amendment or modification, and the applicable amendment or modification shall be filed of record in the depository for land records in Tulsa County, State of Oklahoma. In the event Timbercrest, its successors and assigns, or any future owner of any lot or lots within "WOODSTOCK", shall violate or attempt the violation of any of the covenants, conditions, reservations and restrictions hereby imposed, then, in such event, any other person or persons owning any lot or lots within "WOODSTOCK", shall be entitled to prosecute an action or proceeding at law or in equity against the person or persons violating or attempting to violate the same, and either enjoin such violation or attempted violation, or recover damages therefor, to-wit:

1. All lots in the subdivision shall be restricted to residential single-family dwellings. No lot may be subdivided to accomodate two or more separate owners and/or dwellings.

2. No buildings, nor parts thereof, except open porches and terraces shall be constructed and maintained on said lots nearer to the front property lines than the building set back lines shown on the accompanying plat. All lots designated for single-family residential use have one side yard of not less than ten (10) feet and one side yard of not less than five (5) feet, and no building shall be permitted within a required side yard, or encroach on the easement lines shown. No structure shall be placed, altered or permitted to remain on any lot which exceeds two (2) stories in height.

3. No dwelling shall be started in this subdivision without prior approval of the plans and specifications by the Building Committee ("Committee"). The first Committee shall be appointed by the Developer at such time as it is determined by them that sufficient lots are sold to warrant same. Three members shall be appointed to this Committee. One member shall be appointed for one year, the second member for two years, and the third member for three years. After this initial appointment, the Committee shall appoint each year a new member to serve for three years, and the third member for three years. After this initial appointment, the Committee shall appoint each year a new member to serve for three years. The Committee shall consist of three members and a majority of these members shall be required for approval or disapproval of plans and specifications. Should plans and specifications be submitted and no action taken within 30 days of submission of same, said plans will be deemed approved. Two working sets of drawings and specifications shall be submitted, one for approval and one for file.

4. No single-story dwelling shall be erected in this subdivision which has a living space of less than 1100 square feet. Two-story, including split-level dwellings, shall have a minimum of 600 square feet at the lower level. Living space means exclusive of garages, carports and porches.

5. The exterior of all structures erected on any lot in this Addition shall be constructed of not less than 300 square feet of brick, stone or stucco.

6. All dwellings shall have attached garages suitable for accommodating a minimum of one standard size automobiles. All servant quarters, tool shed, hobby room, etc., shall be attached to the house. A portecochere will be permitted when approved by the Committee. No detached garages or other outbuildings shall be located on any lot unless approved in writing by the Committee.

7. Walks, driveways and patios must be shown on plot plan accompanying house plans when submitted to the Committee prior to start of construction. No white chat walks or driveways will be permitted. Driveway materials shall be concrete.

8. Asphalt composition shingles will be permitted. Certain new existing and future types of synthetic or natural roofing materials may be used upon approval of the Committee. Other roofing shall be restricted to cedar shingles, slate or built up roof. Tar and gravel will be permitted on contemporary style residences.

9. Boats, trailers, pick-up campers, race cars, dune buggies, and commercial vehicles shall not be parked or stored on any lot except inside the garage or in the backyard. All repair work shall be performed inside the garage or in the backyard. Automobile parking shall be contained to the prepared driveway and will not be allowed on the yard or lawn.

10. No steel posts, hog or barb wire fences will be allowed. No fences more than six (6) feet in height will be permitted on any homesite. Standard chain link fencing is allowed. Ornamental fences only, not exceeding three (3) feet in height, compatible to the architecture of the residence, constructed of brick, stone, brick and stone, brick and frame, stone and frame or split rails may be built forward of the building lines shown on the plat.

11. No tree over 3" in diameter may be cut unless under house pad or within 8 feet of house eaves, or unless approved by the Committee.

12. No mobile home, new or used, nor any used dwelling or out building shall be moved into this subdivision.

13. No trailer, basement, tent, shack, garage, barn or other out building erected or placed in this subdivision shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

14. No noxious or offensive trade, activity or business enterprise shall be carried on upon any lot, nor shall anything be done thereon which may be or become annoyance or nuisance to the neighborhood.

15. No outside storage of building materials, old cars, or other salvage shall be permitted. Building materials may be stored for a period of 30 days prior to the start of construction. Construction shall be completed in nine (9) months.

16. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the sale or rent of said property, or signs used by the builder to advertise the property during construction and sales periods, unless approved in writing by the Committee.

17. No animals, livestock or poultry of any kind shall be raised, bred, kept or maintained on any lot except for dogs, cats and other household pets, provided that they are kept fenced and are not kept, bred or maintained for any commercial purpose.

18. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other wastes. All waste shall be kept in a sanitary container and all incinerators or other equipment for the storage of waste material, or its disposal, and all lots shall be kept in a clean and orderly manner.

19. No outside toilets shall be allowed on the property hereon described and all sanitary facilities must comply with local and state health requirements.

20. All radio or television transmitting or receiving antenna shall be erected in the attic or other places concealed from public or private view unless approved by the Committee.

21. In connection with the installation of underground services, all lots in this Addition are subject to the following provisions, which are enforceable by Public Service, Cable Television, General Telephone, to-wit:

a. Overhead pole lines for the supply of electric or telephone service may be located along the South, North, West and East boundaries of this Addition. Street light poles or standard will be served by underground cable and elsewhere in said Addition. All supply lines shall be located underground, in the easement-ways reserved for general services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages may be located also in said easement-ways.

b. Underground service cables to all houses which may be located on all lots in said Addition may be run from the nearest service pedestal or transformer to the point of usage as determined by the location and construction of such house as may be located upon each lot: Provided that upon installation of such a service cable to a particular house, the supplier of electric service shall thereafter be deemed to have a definite, permanent, effective and exclusive right-of-way easement on said lot, covering a five foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.

c. The supplier of electric, telephone or cable tv service through its proper agents and employees, shall at all times have right of access to and upon all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing, or replacing any portion of said underground cable tv, electric facilities so installed by it.

d. The owner of each lot shall be responsible for the protection of the underground cable tv, electric or telephone facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electrical facilities. The Company will be responsible for ordinary maintenance of underground electric, telephone, and cable tv facilities, but the owner will pay for the damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

e. The foregoing covenants concerning underground electric, telephone, and cable tv facilities shall be enforceable by the supplier of electrical and telephone service, and the owner of each lot agrees to be bound thereby.

22. Should a court of competent jurisdiction by final order, judgment or decree determine that any covenant, or part thereof, herein made and contained expressly or by reference, be invalid, null, void or otherwise unenforceable, such determination shall not void, invalidate, adversely affect, or otherwise vitiate any of the remaining covenants, or parts thereof, not so found, which shall remain in full force and effect.

IN WITNESS WHEREOF, Timbercrest has set its hand and seal this 9th day of March, 1982.

BY THE TIMBERCREST COMPANIES, INC.,
a corporation, as general partner
of Timbercrest Venture 80-1

By: George C. Day, Jr.
President

ATTEST:
Secretary (Corporate Seal)

and by

TIMBERCREST ASSOCIATES LIMITED, a
limited partnership, as a general
partner of Timbercrest Venture 80-1

By Timbercrest Development, Ltd., a
corporation, general partner of
Timbercrest Associates Limited

By: George C. Day, Jr.
President

ATTEST:
Secretary (Corporate Seal)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 9th day of March, 1982, personally appeared George C. Day, Jr., to me known to be the identical person who subscribed the name of the maker thereof to the above and foregoing instrument as President of The Timbercrest Companies, Inc. as a general partner of Timbercrest Venture 80-1, and acknowledged to me that he executed the same as his free and voluntary act and deed as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last written.

My Commission expires: 5-20-85 Lynda Baker
Notary Public

Before me, the undersigned, a Notary Public, in and for said County and State, on this 9th day of March, 1982, personally appeared George C. Day, Jr., to me known to be the identical person who subscribed the name of the maker thereof to the above and foregoing instrument as President of Timbercrest Development, Ltd., the general partner of Timbercrest Associates, a general partner of Timbercrest Venture 80-1, 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 of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last written.

My Commission expires: 5-20-85 Lynda Baker
Notary Public

ENGINEERING CONSULTANTS, INC., an Oklahoma **Corporation**, does hereby certify that it has, at the instance of the OWNER designated above, made the above **described** survey and that the accompanying plat is a true and correct representation of said survey.

Signed and sealed this 9th day of MAR, 1982

ENGINEERING CONSULTANTS, INC.

BY: Lynden L. Burrow
Lynden L. Burrow, Vice President
L.S. NO. 1077

ATTEST:
Jean Hansford
Secretary (Corporate Seal)

LAND SURVEYOR LYNDEN L. BURROW 1077 OKLAHOMA

Before me, the undersigned Notary Public in and for said County and State, on this 9th day of MARCH, 1982, personally appeared Lynden L. Burrow to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice President and acknowledged to me that he did the same as his free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written:

My Commission expires: October 1, 1984 Becky Sherman
Notary Public

City of Broken Arrow

Request for Action

File #: 26-628, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:

Approval of and authorization to award the lowest responsible bid 26.146 Kiln Room at Arts 302 to Calema LLC, DBA KMS

Background:

With the continued growth and expansion of clay art programs at the Arts @ 302 Center, there is an increased need for a dedicated exhaust system for the kiln room. This project includes the installation of a Dedicated Outside Air System (DOAS) and associated ductwork for the second-floor kiln room. The improvements will enhance ventilation and ensure the space meets applicable operational and safety requirements. The awarded contractor will provide all necessary materials, equipment, and labor to complete the installation in accordance with the project specifications.

The project was solicited by the Purchasing Division at the request of the Building Maintenance Division. It was advertised on the City's website and in the Tulsa World. A total of four vendors were notified, with three bids received and opened on April 23, 2026. A certified bid tabulation is attached. Staff recommends awarding the project to the lowest responsible bidder, Calema LLC, DBA KMS.

Cost: $71,892

Funding Source: 2507070

Requested By: Ryan Baze, Director of Maintenance Services

Approved By: City Manager's Office

Attachments: 26.146 Bid Tab, Calema LLC, DBA KMS Bid Doc's

Recommendation:

Approval of and authorization to award the lowest responsible bid 26.146 Kiln Room at Arts 302 to Calema LLC, DBA KMS.

BROKEN ARROW
Where opportunity lives

Bid 26.146-Kiln Room at Arts 302 Center			
Description	**Bidders**		
This solicitation establishes a purchase agreement for the provision of parts and labor to furnish and install a Dedicated Outside Air System (DOAS) and associated ductwork for the second-floor kiln room at the Arts 302 Center. The awarded contractor shall provide all necessary materials, equipment, and labor required to complete the installation in accordance with the specifications outlined in this solicitation. All work must meet the required specifications, applicable codes, and completion requirements identified in this solicitation. Services will be authorized through issuance of a purchase order, and payment will be rendered Net 30 after satisfactory completion and acceptance of the work in accordance with standard purchasing procedures.	A. S. A. P. Heating and Air, Inc.	Calema LLC dba KMS	Fuel Mechanical, LLC
Notary Public Commission Expires	**6/20/2027**	**9/29/2026**	**10/21/2029**
Provide complete installation of a 5-Ton Dedicated Outside Air System (DOAS) and exhaust system meeting all requirements outlined in the Basis of Design & Performance Specifications, including but not limited to: • 5-Ton DOAS (DX cooling, hot gas reheat, gas heat) • Exhaust system sized to maintain –0.02 to –0.05 in. w.g. negative pressure • Roof curb and roof modifications • Gas piping to unit • Electrical service, disconnects, and controls coordination • Supply and exhaust ductwork • Grilles and registers with opposed blade dampers • Condensate drain • Startup, commissioning, and testing • Owner training • O&M manuals and closeout documentation • All permitting, inspections, and code compliance • 1-year parts & labor warranty • 5-year compressor warranty • 5-year parts and labor			
Price Summary - Rates and Charges	**$74,435.00**	**$71,892**	**$165,469**

Bid 26.146-Kiln Room at Arts 302 Center
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to (4) four Vendors with (3) three Vendors responding.
This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze **Date:** 4/28/2026

Ryan Baze, General Services Director

BIDDERS NAME: Calena LLC, dba KMS

ATTACHMENT A - PRICING SUMMARY

RATES AND CHARGES

Provide complete installation of a 5-Ton Dedicated Outside Air System (DOAS) and exhaust system meeting all requirements outlined in the Basis of Design & Performance Specifications, including but not limited to:

- 5-Ton DOAS (DX cooling, hot gas reheat, gas heat)
- Exhaust system sized to maintain –0.02 to –0.05 in. w.g. negative pressure
- Roof curb and roof modifications
- Gas piping to unit
- Electrical service, disconnects, and controls coordination
- Supply and exhaust ductwork
- Grilles and registers with opposed blade dampers
- Condensate drain
- Startup, commissioning, and testing
- Owner training
- O&M manuals and closeout documentation
- All permitting, inspections, and code compliance
- 1-year parts & labor warranty
- 5-year compressor warranty
- 5-year parts and labor

TOTAL BASE BID (LUMP SUM):

$ 71,892.00

BIDDERS NAME: Calema LLC dba KMS

ATTACHMENT B - TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number: 26.146 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder Darlene Adkins

Date: 4/21/2026

Company Name: Calema LLC dba KMS

Address: 6910 E. Virgin St.

Tulsa (City) OK (State) 74115 (Zip Code)

Email: crahn@kmshvac.com

X _____ Official Title: owner-managing member

Please print or type name clearly: Darlene Adkins

Telephone: 918-834-7000 Fax Number: 918-834-7075

Federal Tax ID Number: 87-2154751

Subscribed and sworn to before me this 21 day of April

My Commission Expires: 9/29/26 _____

Notary Public (or Clerk or Judge)

MELANIE WHITESELL NOTARY PUBLIC STATE OF OKLAHOMA COMM # 08010070 COMM EXPIRES 09/29/2026

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Calma LLC dba KMS

ATTACHMENT C - REFERENCES

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

Contact Name: Broken Arrow Public Schools

Telephone: 918-259-4530

Contact Name: James Butler Title: Director of Maintenance

Address: 701 S Main St

Broken Arrow | OK | 74012

City | State | Zip Code

Email Address: jdbutler@baschools.org

Contact Name: Jenks Public Schools

Telephone: 918-237-0352

Contact Name: John Lack Title: Facilities Management

Address: 205 E. B Street

Jenks | OK | 74037

City | State | Zip Code

Email Address: john.lack@jenksps.org

Contact Name: Tulsa County

Telephone: 918-596-5521

Contact Name: EriK Suazo Title: Mechanical Coordinator

Address: 500 S Denver, RM B1

Tulsa | OK | 74103

City | State | Zip Code

Email Address: esuazo@tulsacounty.org

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Calema LLC dba KMS

ATTACHMENT D - INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Darlene Adkins, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow, either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder's business:

N/A

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X _____

Subscribed and sworn to before me this 21 day of April 2026

My Commission Expires: 9/29/28 Melanie Whitesell

Notary Public (or Clerk of Judge)

MELANIE WHITESELL NOTARY PUBLIC COMM # 08010070 EXPIRES 09/29/2028 STATE OF OKLAHOMA

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME: Calema LLC dba KMS

ATTACHMENT E - PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: Oklahoma

COUNTY OF: Tulsa

Darlene Adkins, of lawful age, being first duly sworn, on oath says:

1. (S)he is the duly authorized agent of _, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and
3. Neither the proposer nor anyone subject to the proposer's direction or control has been a party:
   - a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer,
   - b). to any collusion with any city official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
   - c). in any discussions between proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X _____

Subscribed and sworn to before me this 21 day of April 2025

My Commission Expires: 9/29/28

Melanie Whitesell
Notary Public (or Clerk of the Board)

MELANIE WHITESELL NOTARY PUBLIC STATE OF OKLAHOMA COMM. #08010070 EXPIRES 09/29/2028

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

City of Broken Arrow

Request for Action

File #: 26-540, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:
Approval of and authorization to purchase LPR Cameras for the police department from Orion Security Solutions, pursuant to Oklahoma Statewide Security Equipment Contract # SW1048M

Background:
Law enforcement agencies throughout the State of Oklahoma are able to purchase equipment at the state contract price, which is advantageous to the political subdivisions by allowing them to make purchases at lower prices. The Police Department is seeking to purchase Hanwha 4K License Plate Reading cameras for the coverage of thirty major intersections throughout the city. Hanwha is a South Korean company formerly Samsung security and is a global leader in video hardware and technology with a large footprint in all levels of the American government sector. This purchase is an important addition to field assets supporting the Real Time Information Center.

Orion Security Solutions state bid for this equipment was $82,576.12

Funds have been appropriated and are available in the Police Department's portion of the Public Safety Sales Tax Fund. Tax Capital Improvement Fund.

Cost: $82,576.12

Funding Source: Public Safety Sales Tax Projects 2530070

Requested By: Lance Arnold, Chief of Police

Approved By: City Manager's Office

Attachments: Orion Security Solutions Quote

Recommendation:
Approve and authorize the purchase of LPR Cameras for the police department from Orion Security Solutions, pursuant to the Oklahoma Statewide Security Equipment Contract #0900000569

Revision #2 for Security Proposal 175925

By Orion Security Solutions

Date: 04/15/2026

Client: City of Broken Arrow

Client Corporate Address: 220 S 1st St, Broken Arrow, OK, 74012

Project Site: Broken Arrow Police Department

Project Site Address: 1101 North 6th Street, Broken Arrow, OK, 74012

Client Point of Contact: Brandon Tener 918-521-8705

Orion Account Executive: Steven Embrey sembrey@orionsecuritysolutions.com

Scope of Work

Orion Security Solutions (OSS) proposes to provide the material listed in the BOM below as a box sale only.

The materials that are included in this proposal are listed in the table below.

BAPD - Hanwha LPRs Round Two Box Sale

EQUIPMENT	MODEL NUMBER	QTY	MSRP	STATE DISC	OSS DISC	UNIT PRICE	EXTENDED PRICE
4K, AI IR Zoom (31x), Bullet Camera with Wisenet Road AI	PNO-A9311RLP	41.00	$3,500.00	10%	43%	$1,993.92	$81,750.72
Wall & Pole Mount (Robust & Long Type)	SBP-400WMW	4.00	$317.00	10%	43%	$180.24	$720.96
Wall and Pole Adapter, 3-Pack	SBP-115PA	1.00	$150.00	10%	30%	$104.44	$104.44
						TOTAL	$82,576.12

Warranties

Manufacturer warranty for the equipment will be passed onto the customer.

This document and information are confidential and intended for the recipient only. All information regarding Orion Security Solutions is considered confidential and shall be treated as such. It is not permissible for the recipient to disseminate this information to others without written authorization from an officer of OSS. For security license information, visit the about us section of our website orionsecuritysolutions.com.

Additional Project Details

Customer agrees to provide a secure storage location for all materials shipped to site unless explicitly stated otherwise and accounted for separately by OSS. Customer agrees to sign for receipt of all materials. Whether a customer signature is received by OSS or not, the customer accepts full responsibility for and takes possession and ownership of the materials once the materials arrive on site.

OSS is only responsible for providing the hardware listed in the proposal.

OSS is not responsible for delays outside of its control.

OSS is not responsible for the time and expense of any additional permit or other fees that may be required in the project location.

Proposal Cost

The cost for this project is $82,576.12. This price is valid for 14 days from the date of this proposal. This project is a firm fixed price.

Any transaction fees or other fees applied as a result of the form of payment, for example, fees charged by a credit card, will be charged back to the customer.

Proposal Acceptance

To accept the proposal, please sign below. Upon receipt of the purchase order or down payment, OSS will order the equipment and coordinate the installation with the customer's designated project manager.

Terms and Conditions for this quote shall be per Statewide Contract Number **SW1048M**

_____ _____

Authorized Customer Representative Date

The person signing this Agreement on behalf of the client listed above in this proposal (Client) individually warrants that he or she has full legal power to execute this Agreement on behalf of the Client for whom he or she is signing, and to bind and obligate the Client with respect to all provisions contained in this Agreement.

This document and information are confidential and intended for the recipient only. All information regarding Orion Security Solutions is considered confidential and shall be treated as such. It is not permissible for the recipient to disseminate this information to others without written authorization from an officer of OSS. For security license information, visit the about us section of our website orionsecuritysolutions.com.

Conclusion

OSS appreciates the opportunity to serve your facility, patrons, employees, and interests in order to enhance your security infrastructure. OSS is committed to designing and integrating a system that will detect and deter threats to keep your environment safe. OSS's security professionals have a comprehensive understanding of the various types of security systems and excel in integrating them together to create an extremely robust and capable security aggregate. Deriving innovative solutions is the trademark of OSS's security experts.

While working in over 150 countries around the world, OSS's experts have unique experience with and understanding of extremely diverse threats and situations. The repeated success with resolving complex security issues in the world's most challenging environments defines the level of expertise that will be shared with you.

OSS hopes to maintain a lasting business relationship with you and is committed to providing you with excellent products and services. Please contact your support team with any questions at (888) 674-6608.

Sincerely,

Sean C. Crain
President/CEO
Orion Security Solutions

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City of Broken Arrow

Request for Action

File #: 26-609, **Version:** 1

Broken Arrow City Council
Meeting of: 05/07/2026

Title:
Approval of and authorization to execute a purchase of the 1-year agreement for Zscaler Internet Access (ZIA/ZPA) for deploying Web filtering from Presidio Network Systems, pursuant to the Oklahoma Statewide Contract SW1014

Background:
This is a 1-year extension for this service. The IT Department is continuing its effort of a City-wide deployment with additional users for zScaler's zero trust product for remote access. This ensures that zScaler's zero trust product is available to all needed users within the city.

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

Cost: **$20,601.70**

Funding Source: IT Maintenance Services

Requested By: Scott Carr, Information Technology Director

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

Attachments: Attached

Recommendation:
Approve and authorize the execution of a purchase of the 1-year agreement for Zscaler Internet Access (ZIA/ZPA) for deploying Web filtering from Presidio Network Systems, pursuant to the Oklahoma Statewide Contract

PRESIDIO

QUOTE: 2003026003818-02

DATE: 04/24/2026

TO:
City of Broken Arrow
Phil Morris
City Hall 220 S First Street
Broken Arrow, OK 74012

phil.moris@cityofba.com
(p) 9183454487

FROM:
Presidio Networked Solutions Group, LLC
Rick Howard
5800 Meadows Road
Suite 150
Lake Oswego, OR 97035

rhoward@presidio.com
(p) +1.503.594.0364

BILL TO:
CITY OF BROKEN ARROW
Accounts Payable
ACCOUNTS PAYABLE
*****Email acctpay@brokenarrowok.gov
P.O. BOX 610
BROKEN ARROW, OK 74013-0610

acctpay@brokenarrowok.gov
(p) +1

SHIP TO:
CITY OF BROKEN ARROW
Phil Morris
1700 W DETROIT ST
ATTN: PURCHASING
BROKEN ARROW, OK 74012

BDAMPF@BROKENARROWOK.GOV
(p) 918.259.2400 ext.6565

Customer#: CITYB032
Account Manager: Rick Howard
Inside Sales Rep: Rick Howard
Title: City of BA - Zscaler Renewal Due 5/1/2026
Comments: Presidio reserves the right to update any existing customer quote to reflect updated pricing in the event any Presidio vendor changes the price that Presidio must pay for any software, goods, or services resold, for any reason. In the event any such change is required after customer has accepted such quote, the customer's sole options are to accept the revised price or cancel the order.

#	Part #	Description	Unit Price	Qty	Ext Price
1	ZIA-BIZ-EDITION	ZIA Business Edition **Start Date:** 05/02/2026 **End Date:** 05/01/2027	$62.70	100	$6,270.00
2	ZPA-BIZ-EDITION	ZPA Business Edition **Start Date:** 05/02/2026 **End Date:** 05/01/2027	$108.98	100	$10,898.00
3	ZCES-SUP-ESS	Annual Zscaler Support Essentials **Start Date:** 05/02/2026 **End Date:** 05/01/2027	$3,433.70	1	$3,433.70

Sub Total:	**$20,601.70**
Grand Total:	**$20,601.70**

Presidio Terms of Sale
Subject to the Vendor Availability and Pricing Notice contained herein, this quote is valid for acceptance for the earlier of (i) a period of fourteen (14) days from the quote date, or (ii) such shorter period as established by any applicable third-party vendor for items included in this quote.
Payment is due within 30 days from date of invoice unless otherwise agreed by the parties. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. Supply is subject to availability.
Acceptance of Third-Party Terms
Third-party cloud services, software, support and maintenance provided or resold by Presidio may be subject to additional third-party license and use terms. These terms may be included in a direct end user license agreement between you and the applicable OEM/developer/provider (each, a "Supplier") or they may be located at https://www.presidio.com/supplier-terms and incorporated herein by reference. By virtue of executing a purchase based on this quotation Client agrees to comply with and be bound by any such Supplier terms, except as prohibited by applicable law.
Master Agreements
If Presidio and Client have entered into a "Master" agreement ("Master") or similar contract covering the purchase(s) of goods and/or 3rd-party or Presidio-provided services, it is the agreement of the parties that the Master shall govern in the event of a conflict between the Master and the terms contained herein unless specifically modified by the parties for a specific quote.
Pricing
• Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax-exempt certificate is provided.
• The price quoted reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
• Prices exclude freight, handling or insurance (unless itemized in the quote).
• Presidio reserves the right to update any existing customer quote to reflect updated pricing in the event any Presidio vendors change the price that Presidio must pay for any software, goods or services resold, whether due to new taxes, tariffs or for any other governmentally imposed reason.
Invoicing
• CLIENT is invoiced for hardware ("Goods") upon shipment from the manufacturer ("OEM") and shall accept and pay for partial shipments. Software is invoiced the earlier of shipment of media or when download capability is provided. OEM subscription services are invoiced per the Service Provider terms. OEM – provided services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.
• Usage-Based Services Terms and Conditions. Presidio shall invoice CLIENT monthly for Usage-Based Services purchased by CLIENT, Notwithstanding the amounts included on

the applicable purchase order, invoicing for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the preceding month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.

• Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's late or non-payment.

Freight, Handling, Shipping

• CLIENT will be invoiced for Presidio's and/or the OEM's freight charges for shipment of goods.
• Title/Risk of loss passes to CLIENT Freight on Board (FOB) - Origin unless otherwise agreed to in writing by Presidio. Orders shipped from OEM to Presidio or a third-party site at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT.
• Presidio accepts no responsibility / liability in connection with the shipment.
• Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees. Client may be asked to execute a Presidio "Warehousing Agreement". CLIENT must provide primary insurance coverage for CLIENT equipment held in a Presidio warehouse.

Warranty and Limitation of Liability

• PRODUCT IS WARRANTED BY THE MANUFACTURER, NOT BY PRESIDIO. PLEASE CONSULT MANUFACTURER FOR WARRANTY TERMS. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy

• CLIENTS return rights are subject to the return policies of the applicable OEM which may include the imposition of fees.

Cancellation Policy

• CLIENT's cancellation of purchase orders is subject to the cancellation policies of the applicable OEM which may include the imposition of fees.

Leases

• In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms

• Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use of Software..
• Delivery of software licenses may be accomplished electronically from the software developer.
• Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically.

Term and Termination of Orders: Subscription and/or Usage-Based Services, Enterprise Agreements and Multi-Year Orders

• The "Initial Term" of an order for Usage-Based Services and/or and Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and continues for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the Renewal Term.
• Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

• For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

Confidential Information

• CLIENT agrees that any quote provided by Presidio is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose.

Export Law Compliance

• CLIENT has been advised that any hardware or software provided to CLIENT via a Presidio quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

• Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature _____ Date _____

City of Broken Arrow

Request for Action

File #: 26-615, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:
Approval of and authorization to execute Change Order #1 with Wyatt Contracting. Inc (SW1910)

Background:
The Stoneridge and Elm Drainage Improvements project completed a detention pond with an outlet structure.

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

- Delete 196 LF of Temporary Silt Fence, delete 2 sediment filters, delete 720 LF of ditch liner protection, delete 1 stabilized construction entrance, delete 119 CY of 10' wide gravel access road, delete 1 low water crossing, and delete 3 rock check dams.

Total time added to contract is:

- Time was added in a work change directive due to sodding.

The total cost for Change Order #1 amounts to ($31,416.80)

The additional cost associated with these changes is as follows:

Previous Change Orders:	$0
This Change Order(s):	($31,416.80)
Total Cost of Change Orders:	($31,416.80)
Original Contract Amount:	$375,449.50
Revised Contract Amount:	$344,03.70
Percent Change in Contract:	-8.37%
Applicable to Comp. Bid Act:	0%

Cost: ($31,416.80)

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Stoneridge Towne Center Change Order 1

Recommendation:
Approval of and authorization to execute Change Order #1 with Wyatt Contracting, INC for the Stoneridge and Elm Drainage Improvements (SW1910)

City of BROKEN ARROW
Where opportunity lives

Public Contract Application for Contractual Changes

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

Contract Change Order # 1

Project Name: STONERIDGE AND ELM DRAINAGE IMPROVEMENTS
Project Number: SW1910
PO Number: 22503115
Date of Application: Friday, March 27, 2026
Contractor: WYATT CONTRACTING, INC.
Submitted By: 3/31/2026

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 time requirements have been satisfied in accordance with the attached Work Change Directive. Final completion was delayed due to weather conditions.

2) The following contract bid items reflect adjusted values based on actual quantities used in the field

Delete 196 LF of Item No. 5, Temporary Silt Fence. Delete 2 EA of Item No.6, Temporary Sediment Filter. Delete 720 LF of Item No.7, Ditch Liner Protection. Delete 1 EA of Item No. 9, Stabilized Construction Entrance. Delete 119 CY of Item No. 14, 10' Wide Gravel Access Road. Delete 1 EA of Item No. 17, Low Water Crossing. Delete 3 EA of Item No. 18, Rock Check Dame.

Plan Sheets or Additional Documents Attached: Yes X No Other: (YES) Work Change Directive for Time Delay

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
5	221(C)	Temporary Silt Fence	LF	$ (8.80)	196	$ (1,724.80)
6	221(D)	Temporary Sediment Filter	EA	$ (440.00)	2	$ (880.00)
7	229	Ditch Liner Protection	LF	$ (4.00)	720	$ (2,880.00)
9	242	Stabilized Construction Entrance	EA	$ (7,500.00)	1	$ (7,500.00)
14	SPEC	10' Wide Gravel Access Road	CY	$ (83.00)	119	$ (9,877.00)
17	SPEC	Low Water Crossing	EA	$ (5,555.00)	1	$ (5,555.00)
18	SPEC	Rock Check Dam	Ea	$ (1,000.00)	3	$ (3,000.00)
					Total Change Cost:	$ (31,416.80)

Summary of Project Costs

Total Previous Change Orders:	$ -	Original Contract Amount:	$ 375,449.50
Current Change Order:	$ (31,416.80)	Amended Contract Amount:	$ 344,032.70
Total Cost of Change Orders:	$ (31,416.80)	Percent Change in Contract:	-8.37%
Total Cost Applicable to CBA:		Percent Change Applicable to CBA:	0.00%

Change Order Authorization

Change Order # 1 in the sum of: $ (31,416.80) has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Todd Moran	TM	3/31/2026
Construction Division Manager:	Nathanael T. Kohl, PE		4/1/2026
Director of Engineering & Construction:	Charlie Bright, PE		4/1/26
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	4/28/2026
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 #: 26-616, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:

Acceptance of and authorization to execute the Change Order #3 with Paragon Contractors, LLC for the Jasper St & Aspen Intersection Improvements (ST2031)

Background:
The Jasper Street and Aspen Intersection project is to widen the intersection and mill and overlay Aspen from Jasper to Shreveport.

Change Order #3 addresses the following additions/deletions/changes to the contract:

- Shoring for Installation of 60" HDPE at Creek Due to Unsuitable Soil
- Waterline
- Restock Casing Fee
- Remove Lime and Lime Stabilized subgrade
- There is a 20 day change in contract time.

The total cost for Change Order #3 amounts to $189,921.01

The additional cost associated with these changes is as follows:

Previous Change Orders:	$26,854.62
This Change Order(s):	$189,921.01
Total Cost of Change Orders:	$216,775.63
Original Contract Amount:	$2,373,118.11
Revised Contract Amount:	$2,708,417.65
Percent Change in Contract:	14.13%
Applicable to Comp. Bid Act:	9.13%

Cost: $189,921.01

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: CO 03 Shreveport intersection modifications

Recommendation:
Approve and authorize execution of Change Order #3 with Paragon Contractors, LLC for the Jasper and Aspen Intersection Improvements (ST2031)

CITY OF BROKEN ARROW
Where opportunity lives

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

Public Contract Application for Contractual Changes
Contract Change Order # 3

Project Name: Jasper St & Aspen Ave Intersection Improvements
Project Number: ST2031
PO Number:
Date of Application: Monday, April 6, 2026
Contractor: Paragon Contractors LLC
Submitted By: Mike Owens

Summary of Change in Scope of Work

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

Change of Work Items Included in this Change Order:

1) Shoring for Installation 60" HDPE at Creek Due to Unsuitable Soil
2) Waterline
3) Restock Fee Casing
4) Remove Lime
5) Remove Lime Stabilization Subgrade

Change in Contractual Project Time:

1) 20 DAYS
2)

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

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
41	613E	60" Corrugated Polyethelene Pipe	LS	$ 102,745.06	1	$ 102,745.06
NEW		Waterline Installation	LS	$158,095.07	1	$ 158,095.07
8	307D	Lime	TON	$ 473.00	-49	$ (23,177.00)
9	307H	Lime Stabilized Subgrade	SY	$ 10.76	-4437	$ (47,742.12)
					Total Change Cost:	$ 189,921.01

Summary of Project Costs

Total Previous Change Orders:	$ 26,854.62	Original Contract Amount:	$ 2,373,118.11
Current Change Order:	$ 189,921.01	Amended Contract Amount:	$ 2,708,417.65
Total Cost of Change Orders:	$ 216,775.63	Percent Change in Contract:	14.13%
Total Cost Applicable to CBA:	$ 216,775.63	Percent Change Applicable to CBA:	9.13%

Change Order Authorization

Change Order # 3 in the sum of: $ 189,921.01 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Dale Forrest, Managing Member		4-7-2026
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	4/13/2026
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	4/17/2026
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	4/17/2026
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:

PARAGON CONTRACTORS

Date: **3/28/2026**

Project: City of Broken Arrow – Jasper/Aspen Intersection

The scope of our quote reflects: Existing site conditions.

SCOPE OF WORK:
FURNISH ALL LABOR, MATERIALS AND EQUIPMENT:

Shoring Rental and Paragon Support for installation and removal for NW corner of intersection to allow for safe installation of 60" HDPE at Creek due to unsuitable soils. Paragon request 8 days added to contract.

Revised 3/28/2026 Verbal Approval in email 3/16/2026 from Nathanael Kohl City of Broken Arrow to proceed.

Total Lump Sum Cost: $ 100,137.06

Exclusions:
1. Any utility changes.
2. Testing / Permits / Fees / IDP Fees and Permits / ROW Fees and Permits
3. Bonds
4. Survey / control
5. Rock excavation and or blasting
6. Removal or handling of hazardous materials.

Any item not shown above

It is currently impossible to determine the full extent of the cost and time impact resulting from these changes. By proposing this Change Order (or, executing this Change Order), Contractor is not waiving and fully reserves its right to seek additional costs and time, including without limitation, compensation for any resulting delays, inefficiencies, extended home office and job overhead, acceleration, and ripple effects, directly attributable to these changes. Sincerely,

Mike Owens
owens@paragontulsa.com
(918)510-9057
(918) 582-8800

PARAGON CONTRACTORS

Date: **3/28/2026** **REVISED** C.O. - 008

Project: Jasper and Aspen Avenue Intersection Improvements and Aspen Avenue Improvements From Shreveport Street to Jasper Street (Phase 1 and 2)

Paragon Contractors is pleased to submit a change order on the above referenced project.

The scope of our quote reflects: Existing site conditions.

SCOPE OF WORK:
FURNISH ALL LABOR, MATERIALS AND EQUIPMENT:

Item #4 installation of 20" steel casing for proposed waterline A, Remove installation of 20" steel casing due to the 10% Competitive Bid Act Limit. As agreed in meeting 3/11/2026 with City of Broken Arrow Nathan Kohl agreed the City of Broken Arrow would pay Restock Fee of Material

Restock Fee of Steel Casing Total: $ 2,608.80

Exclusions:
1. Any utility changes.
2. Testing / Permits / Fees / IDP Fees and Permits / ROW Fees and Permits
3. Bonds
4. Survey / control
5. Rock excavation and or blasting
6. Removal or handling of hazardous materials.

Any item not shown above

It is currently impossible to determine the full extent of the cost and time impact resulting from these changes. By proposing this Change Order (or, executing this Change Order), Contractor is not waiving and fully reserves its right to seek additional costs and time, including without limitation, compensation for any resulting delays, inefficiencies, extended home office and job overhead, acceleration, and ripple effects, directly attributable to these changes. Sincerely,

Mike Owens
owens@paragontulsa.com
(918)510-9057
(918) 582-8800

PARAGON CONTRACTORS

Date: 3/28/2026

C.O.-006 Subsurface Investigation Request 3 days added to contract
C.O.-005 Close Intersection of Jasper and Aspen for installation of water line Request 2 days added to contract
C.O.-007 Saw Cutting of existing asphalt paving for installation of Water Line Request 1 day added to contract
C.O.-009 Installation of Proposed waterline A,B,C and D Request 11 days added to contract
C.O. -010 Abandoned existing waterline in place fill with concrete pay for in existing pay items Request 1 day added to contract

Project: Jasper and Aspen Avenue Intersection Improvements and Aspen Avenue Improvements From Shreveport Street to Jasper Street (Phase 1 and 2)

C.O.-006 Subsurface Investigation	**TOTAL COST: $ 7,146.60**
C.O.-005 Close intersection of Jasper and Aspen for installation of waterline	**TOTAL COST: $ 4,896.61**
C.O.-007 Saw Cutting of existing asphalt paving for installation of Water Line	**TOTAL COST: $ 2,363.68**
C.O.-009 Installation of Proposed waterline A,B,C and D	**TOTAL COST: $ 143,688.18**
C.O.-010 Abandoned existing waterline in place fill with concrete use existing pay item #19 Dowel Jointed P.C.C. PAVT. (PLACEMENT)$64.30 SY UNIIT PRICE Overrun of 98.97 SY total cost $6,363.85 as agreed upon in meeting 3/11/2026	
	TOTAL COST: $ 158,095.07

Exclusions:

1. Any utility changes.
2. Permits / Fees / IDP Fees and Permits / ROW Fees and Permits
3. Bonds
4. Rock excavation and blasting
5. Removal or handling of hazardous materials.

Any item not shown above

It is currently impossible to determine the full extend of the cost and time impact resulting from these changes. By proposing this Change Order (or, executing this Change Order), Contractor is not waiving and fully reserves its rights to seek additional cost and time, including without limitation, compensation for any resulting delays, inefficiencies, extended home office and job overhead, acceleration, and ripple effects, directly attributable to these changes. Sincerely

Mike Owens
owens@paragontulsa.com

(918) 510-9057

(918) 582)-8800

Periodical Estimate - Unit Price Work

Contractor's Application

For (Contract):	Jasper St. & Aspen Ave. Intersection Improvements & Aspen Ave.Improvements From Shreveport St. to Jasper St.		Contract Number:		ST2031			Application Period:	3/16/2026	To	3/31/2026
Contractor:	Paragon Contractors LLC		Application Number:		15			Application Date:	3/31/2026		
Item											
Bid Item No.	Description	Units	Bid Item Quantity	Unit Price	Bid Item Value ($)	Quantity Installed Previously	Quantity Installed This Period	Total Earned This Period ($)	Total Installed to Date	% Installed	Balance to Finish
1	CLEARING AND GRUBBING	LSUM	1	$10,111.00	$10,111.00	1.00			$10,111.00	100.0%	
2	UNCLASSIFIED EXCAVATION	CY	2198	$22.18	$48,751.64	1,300.00			$28,834.00	59.1%	$19,917.64
3	TYPE A-SALVAGED TOPSOIL	LSUM	1	$18,216.00	$18,216.00	0.69			$12,614.58	69.3%	$5,601.42
4	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1	$10,545.00	$10,545.00	0.50			$5,272.50	50.0%	$5,272.50
5	EROSION CONTROL	LSUM	1	$12,670.00	$12,670.00	0.88			$11,149.60	88.0%	$1,520.40
6	SOLID SLAB SODDING	SY	4490	$4.73	$21,237.70						$21,237.70
7	AGGREGATE BASE TYPE A	CY	1684	$53.21	$89,605.64	816.45			$43,443.30	48.5%	$46,162.34
8	LIME	TON	49	$473.00	$23,177.00	DEDUCT FROM CONTRACT					$23,177.00
9	LIME STABILIZED SUBGRADE	SY	4437	$10.76	$47,742.12						$47,742.12
10	SUBGRADE, METHOD B	SY	1052	$2.65	$2,787.80	847.10			$2,244.82	80.5%	$542.99
11	SEPARATOR FABRIC	SY	5797	$2.05	$11,883.85	2,336.08			$4,788.96	40.3%	$7,094.89
12	GEOGRID REINFORCEMENT	SY	4418	$1.90	$8,394.20	1,505.08			$2,859.65	34.1%	$5,534.55
13	FABRIC REINFORCEMENT	SY	15530	$4.23	$65,691.90	14,063.00			$59,486.49	90.6%	$6,205.41
14	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	1582	$91.40	$144,594.80						$144,594.80
15	SUPERPAVE, TYPE S4 (PG 70-28 OK)	TON	3660	$106.70	$390,522.00	1,683.25			$179,602.78	46.0%	$210,919.23
16	SUPERPAVE, TYPE S6 (PG 64-22 OK)	TON	1081	$93.60	$101,181.60						$101,181.60
17	SUPERPAVE, TYPE S3(PATCH)(PG64-22OK)	TON	455	$174.40	$79,352.00	175.75			$30,650.80	38.6%	$48,701.20
18	COLD MILLING PAVEMENT	SY	15431	$3.33	$51,385.23	14,845.25			$49,434.68	96.2%	$1,950.55
19	DOWEL JOINTED P.C.C.PAVT.(PLACEMENT)	SY	1748	$64.30	$112,396.40	306.40			$19,701.52	17.5%	$92,694.88
20	P.C. CONCRETE FOR PAVEMENT	CY	468	$178.00	$83,304.00	76.56			$13,627.68	16.4%	$69,676.32
21	CLSM BACKFILL	CY	10	$230.00	$2,300.00						$2,300.00
22	CLASS C CONCRETE	CY	10	$960.00	$9,600.00						$9,600.00
23	TYPE III LAID UP PLAIN RIPRAP	SY	159	$71.40	$11,352.60	249.79			$17,835.01	157.1%	-$6,482.41
24	FILTER FABRIC	SY	215	$2.45	$526.75						$526.75
25	COMBINED CURB & GUTTER (6" BARRIER)	LF	1465	$31.85	$46,660.25	579.67			$18,462.49	39.6%	$28,197.76
26	4" CONCRETE SIDEWALK	SY	2347	$54.20	$127,207.40	2,973.15			$161,144.73	126.7%	-$33,937.33
27	4" DECORATIVE CONCRETE SIDEWALK	SY	451	$117.15	$52,834.65	342.61			$40,136.76	76.0%	$12,697.89
28	6" CONCRETE DRIVEWAY (H.E.S.)	SY	218	$66.20	$14,431.60	226.59			$15,000.26	103.9%	-$568.66
29	ASPHALT DRIVEWAY	SY	124	$104.70	$12,982.80	169.00			$17,694.30	136.3%	-$4,711.50
30	TACTILE WARNING DEVICE-NEW	SF	243	$30.00	$7,290.00	80.00			$2,400.00	32.9%	$4,890.00
31	MANHOLE (8' DIA.)	EA	3	$10,061.00	$30,183.00	2.00			$20,122.00	66.7%	$10,061.00
32	ADD'L DEPTH IN MANHOLE (8' DIA.)	VF	21	$1,093.00	$22,953.00	14.00			$15,302.00	66.7%	$7,651.00
33	INLET CI DES 1 (STD.)	EA	1	$4,507.00	$4,507.00	1.00			$4,507.00	100.0%	
34	STANDARD BROKEN ARROW INLET - ST30 (4'X3')	EA	1	$6,124.00	$6,124.00						$6,124.00
35	ADD'L DEPTH IN INLET CI DES 1	VF	4	$607.00	$2,428.00	4.00			$2,428.00	100.0%	
36	MANHOLES ADJUST TO GRADE	EA	7	$1,177.00	$8,239.00	2.00			$2,354.00	28.6%	$5,885.00
37	VALVE BOXES ADJUST TO GRADE	EA	4	$550.00	$2,200.00	2.00			$1,100.00	50.0%	$1,100.00
38	METER BOXES ADJUST TO GRADE	EA	1	$615.00	$615.00						$615.00
39	18" CORRUGATED POLYPROPYLENE PIPE	LF	66	$135.00	$8,910.00	34.50			$4,657.50	52.3%	$4,252.50
40	24" CORRUGATED POLYPROPYLENE PIPE	LF	124	$76.25	$9,455.00	124.00			$9,455.00	100.0%	
41	60" CORRUGATED POLYPROPYLENE PIPE	LF	517	$208.00	$107,536.00	250.00			$52,000.00	48.4%	$55,536.00
42	24" PREFAB. CULVERT END SEC., ROUND	EA	1	$1,257.00	$1,257.00	1.00			$1,257.00	100.0%	
43	60" PREFAB. CULVERT END SEC., ROUND	EA	1	$3,666.00	$3,666.00						$3,666.00
44	SERVICE CONNECTION (LONG)	EA	1	$7,574.00	$7,574.00						$7,574.00
45	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1	$32,825.00	$32,825.00	1.00			$32,825.00	100.0%	
46	REMOVAL OF CURB AND GUTTER	LF	1484	$5.75	$8,533.00	864.00			$4,968.00	58.2%	$3,565.00
47	REMOVAL OF CONCRETE MEDIAN	SY	361	$13.40	$4,837.40	361.00			$4,837.40	100.0%	
48	REMOVAL OF ASPHALT PAVEMENT	SY	2028	$14.00	$28,392.00	3,203.61			$44,850.54	158.0%	-$16,458.54
49	REMOVAL OF CONCRETE DRIVEWAY	SY	242	$25.00	$6,050.00	153.00			$3,825.00	63.2%	$2,225.00
50	REMOVAL OF ASPHALT DRIVEWAY	SY	320	$16.35	$5,232.00	104.20			$1,703.67	32.6%	$3,528.33
51	REMOVAL OF SIDEWALK	SY	274	$15.30	$4,192.20	202.95			$3,105.14	74.1%	$1,087.07
52	FENCE - STYLE CLF (6' HIGH, CLASS A)	LF	50	$128.50	$6,425.00						$6,425.00

City of Broken Arrow

Request for Action

File #: 26-584, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:
Notification of a clerical error in the amount of $510.00 and making total payment in the amount of $49,240.00 to David M. Warne and Sharon Warne for the acquisition of Utility Easements for parcels 23.0, 23.1, 23.2, 24.0, and 24.1 for Project No. 2154250, per the accepted offer

Background:
Due to a clerical error, payment authorization was requested, and City Council authorized payment in the amount of $48,730.00 to David M. Warne and Sharon Warne, for the acquisition of easements for Project No. 2154250, however the correct amount to be requested was $49,240.00, per the negotiated offer. The City Council has authorized the City Manager, or his designee, by ordinance to execute contracts in accordance with the limitations prescribed by the City of Broken Arrow Purchasing manual or other procedures established by the City Manager. The Purchasing Manual establishes a limitation up to and including $50,000.00 for the City Manager and, in turn, the City Manager has identified a limitation up to and including $15,000.00 for the Assistant City Managers.

In an effort to keep the governing body and the public apprised of administration's contractual actions. Staff is submitting this information for notification purposes only. No further action is required by the Governing Body.

Cost: $510.00

Funding Source: OWRB Loan

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

Approved By: City Manager's Office

Attachments: Acceptance letter
RFA 202600407 2154250 Parcels 23 & 24 Warne

Recommendation:
No Action Required

March 24, 2026

David Warne and Sharon Warne
P.O. Box 140180
Broken Arrow, OK 74014

RE: COUNTY LINE TRUNK SEWER PHASE IIB–SANITARY SEWER IMPROVEMENTS PROJECT #2154250, PARCEL #: 23.0, 23.1, 23.2, 24.0, & 24.1
2nd REVISED OFFER-CORRECTED

PROPERTY LOCATION: 9665 SOUTH 193RD EAST AVENUE, BROKEN ARROW, OK 74014 AND VACANT PARCEL

Mr. and Mrs. Warne:

Representatives of the Department of Engineering and Construction have kept me apprised of the discussions regarding the proposed acquisition of your property in relation to the sanitary sewer improvement project. After reviewing your response to the City's offer, I am prepared to make the following offer in accordance with your verbal request subject to City Council approval:

Parcel 23.0 Permanent Utility Easement: 37,842 SQUARE FEET (SF) @ $1.15/SF x 75% = **$32,639**
Parcel 23.1 Temporary Construction Easement: 3,393 SF @ $1.15/SF x 10% = **$391**
Parcel 23.2 Temporary Construction Easement: 19,536 SF @ $1.15/SF x 10% = **$2,247**
Parcel 23 Total: $35,277

Parcel 24.0 Permanent Utility Easement: 6,607 SQUARE FEET (SF) @ $1.15/SF x 75% = **$5,699**
Cost to Cure: Replace Mature Trees 2 x $850 each = $1,700; Mature Oak Tree: 1 x $950 = $950
Total cost to Cure: **$2,650**

Parcel 24.1 Temporary Construction Easement: 4,405 SF @ $1.15/SF x 10% = $507
Cost to Cure: Replace Mature Trees 2 x $850 each = $1,700 Total cost to Cure:**$2,207**

Parcel 24 Total: $10,556

Improvements Acquired: Mature Trees: 4 x $850 = **$3,400**

Total Just Compensation Amount (Rounded) = **$49,240**

By your signature on this letter, you have accepted the City's offer of $49,240.00. Please return this document in the enclosed self-addressed stamped envelope or via email for further processing. If you have any questions about this offer, please contact a Right-of-Way Agent:

Amy O'Laughlin: aolaughlin@brokenarrowok.gov, or 918-259-7000 ext. 5278

Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

MLS/ao
enc

David Warne

Sharon Warne
Date Signed: 3-30-2026

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

Title:
..title

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

..End

Background:
The attached Utility Easements and Temporary Construction Easements are being conveyed to the City of Broken Arrow, a municipal corporation, from David Warne aka David M. Warne and Sharon Warne aka Sharon E. Warne, the owner. Parcel 23.0 consists of 37,842 square feet of utility easement; Parcel 24.0 consists of 6,607 square feet of utility easement; Parcel 23.1 consist of 3,393 square feet of temporary construction easement; Parcel 23.2 consist of 19,536 square feet of temporary construction easement; Parcel 24.1 consist of 4,405 square feet of temporary construction easement, generally located at 9665 South 193rd East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 19, Township 18 North, Range 15 East, Wagoner County, State of Oklahoma. David Warne aka David M. Warne and Sharon Warne aka Sharon E. Warne have accepted the following offer, made subject to City Council approval:

Parcel 23.0 Permanent Utility Easement: 37,842 SQUARE FEET (SF) @ $1.15/SF x 75% = $32,639
Parcel 23.1 Temporary Construction Easement: 3,393 SF @ $1.15/SF x 10% = $391
Parcel 23.2 Temporary Construction Easement: 19,536 SF @ $1.15/SF x 10% = $2,247
Parcel 23 Total: $35,277

Parcel 24.0 Permanent Utility Easement: 6,607 SQUARE FEET (SF) @ $1.15/SF x 75% = $5,699
Cost to Cure: Replace Mature Trees 2 x $850 each = $1,700; Mature Oak Tree: 1 x $950 = $950
Total cost to Cure: $2,650
Parcel 24.1 Temporary Construction Easement: 4,405 SF @ $1.15/SF x 10% = $507
Cost to Cure: Replace Mature Trees 2 x $850 each = $1,700 Total cost to Cure:$1,700

Parcel 24 Total: $10,049

Improvements Acquired: Mature Trees: 4 x $850 = $3,400

Total Just Compensation Amount (Rounded) = **$49,240**

A copy of the signed acceptance of the City's offer is attached, as is the Utility Easement. Payment of the compensation amount is on the April 7, 2026 City Council Claims List.

Cost: $48,730.00

Funding Source: OWRB Loan

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

Approved By: City Manager's Office

Attachments: Utility Easement
Temporary Construction Easement
Acceptance Letter
Conditions and Request for Payment
Affidavit

Recommendation:

..recommend

Accept the Utility Easements and Temporary Construction Easements

..end

City of Broken Arrow

Request for Action

File #: 26-581, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:

Approval of and authorization to execute Resolution No. 1745 a Resolution authorizing acceptance of a General Warranty Deed for Parcel 9.0, consisting of 7,651 square feet of permanent Right-of-Way located at 4725 South 209th East Avenue in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, Oklahoma, from Lo Vangseng and Nao Vang, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 9.0 (Project No. ST21390)

Background:

The attached General Warranty Deed is being conveyed to the City of Broken Arrow, a municipal corporation, from Lo Vangseng and Nao Vang, the owner. Parcel 9.0 consists of 7,651 square feet of permanent Right-of-Way, in the Southwest Quarter of Section 29, Township 19 North, Range 15 East, Wagoner County, State of Oklahoma, for the 37th Street Roadway Widening from Omaha Street to Dearborn Street, Parcel 9.0 (Project No. ST21390).

A copy of the signed acceptance of the City's offer is attached, as is the General Warranty Deed.

Payment of the compensation is on the May 5, 2026 City Council Claims List.

Cost: $24,110.00

Funding Source: 2018 GO Bond

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

Approved By: City Manager's Office

Attachments: Resolution No. 1745
Acceptance Letter
General Warranty Deed
Conditions and Request for Payment
Affidavit

Recommendation:

Approve and authorize execution of Resolution No. 1745

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

March 13, 2026

LO VANGSENG & NAO VANG
5050 S 204TH E AVE
BROKEN ARROW OK 74014

RE: 37TH STREET ROADWAY WIDENING FROM OMAHA ST TO DEARBORN ST
PROJECT NO. ST21390 PROJECT PARCEL #: 9.0 and 9.1 3rd REVISED OFFER

Mr. Vangseng and Ms. Vang,

Representatives of the Department of Engineering and Construction have kept me apprised of the discussions regarding the proposed acquisition of your property in relation to the proposed street widening project. After reviewing your response to the City's offer, I am prepared to make the following offer in accordance with your verbal request subject to City Council approval:

Permanent Right of Way: 0.18 Acres @ $74,000/Acre = $13,320
Cost to Cure Damages: Replace 6' tall cap and trim fence: 267 SF x $36.89/SF = $9,850.97;
Fence tear down & haul off: 267 LF x $3.50/SF= $934.50

Total Just Compensation Amount (Rounded) = $24,110

By your signature on this letter, you have accepted the City's offer of $24,110.00. Please return this document in the enclosed self-addressed stamped envelope for further processing. If you have any questions about this offer, please contact a Right-of-Way Agent:

Amy O'Laughlin: aolaughlin@brokenarrowok.gov, or 539.250.4191 ext. 3303

Please respond within 10 days of receipt of this letter.

Respectfully,
CITY OF BROKEN ARROW

Michael L. Spurgeon
City Manager

By: LO VANGSENG

By: NAO VANG

MLS/ao
enc

AFFIDAVIT

STATE OF OKLAHOMA)
) §
COUNTY OF Wagoner)

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

By: _____

By: _____

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 11th day of April, 2026, personally appeared Lo Vangseng and Nao Vang, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

_____
NOTARY PUBLIC

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Fee Simple

Terms for Payment:

Owner's request for payment in the amount of: $24,110.00 ✓

Owner's Mailing Address: _____

Owner Requests Check:

- ☐ Mailed to above address
- ☐ Call me and I will pick it up
- ☑ Delivered by Agent

Check Payable to: LO VANGSENG and NAO VANG

Signature/Date:

Owner/s: _____ Date: 4-17-2026

Owner/s: _____ Date: 4/17/2026

Agent: _____ Date: 4-17-26

Project: ST21390 37th Street Roadway Widening ~ Omaha St to Dearborn St Parcel 9.0

GENERAL WARRANTY DEED

THIS INDENTURE is made this 15th day of April, 2026, between **LO VANGSENG and NAO VANG**, husband and wife, party of the first part, and CITY OF BROKEN ARROW, OKLAHOMA, a municipal corporation, party of the second part.

WITNESSETH, That in consideration of the sum of Ten and No/100 Dollars ($10.00), the receipt of which is hereby acknowledged, said party of the first part does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all of their right, title and interest in and to the all of the following described real estate and premises, and including all right, title and interest in and to the airspace, light, view above the surface, including any previously dedicated roadway of the following described real estate situated in the County of **WAGONER**, State of Oklahoma, to-wit:

SEE EXHIBIT "A"

EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11).

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining forever.

And said party of the first part, its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, and discharged of and from all former grants, charges, judgments, taxes, assessments, mortgages and other liens and encumbrances of whatsoever nature, EXCEPT, taxes and assessments not yet due, restrictions, covenants and easements of record, and that party of the first part will WARRANT AND FOREVER DEFEND the same unto the said party of the second part, successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

Lo Vangseng

Nao Vang

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

STATE OF OKLAHOMA)
) §
COUNTY OF Wagoner)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 17th day of April 2026, personally appeared **Lo Vangseng and Nao Vang**, 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
#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: RTG Date: 4/20/26
ST21390 37th Street Roadway Widening from Omaha St to Dearborn St
Parcel 9.0

PERMANENT RIGHT OF WAY
PARCEL NO. 9.0

EXHIBIT A

LEGAL DESCRIPTION

A part of the Lot 3, Block 2, Sun City III, a subdivision to Wagoner County, Oklahoma, and said part being more particularly described as follows;
Beginning at the southwest corner of the said Lot 3,
thence North 01 degrees 18 minutes 27 seconds West a distance of 306.04 feet to the grantor's north property line;
thence along said north line
North 88 degrees 39 minutes 33 seconds East a distance of 25.00 feet;
thence leaving said north property line
South 01 degrees 18 minutes 27 seconds East a distance of 306.04 feet
to the grantor's south property line;
thence along said south property line
South 88 degrees 39 minutes 26 seconds West a distance of 25.00 feet
to the POINT OF BEGINNING (P.O.B.), containing 7,651 square feet or 0.18 acres.

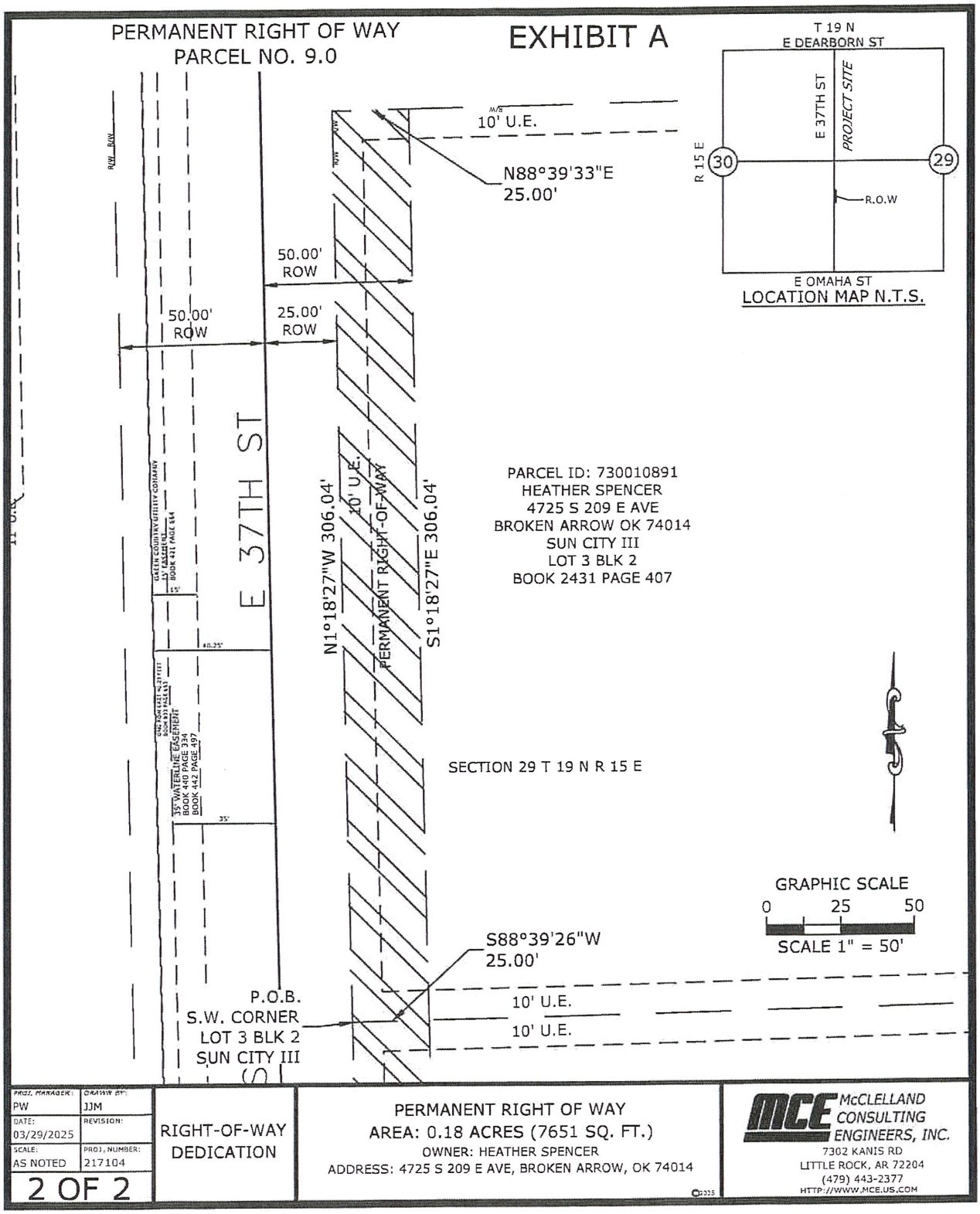
Bearings based on the Oklahoma State Plane Grid North Zone.

This legal description meets the minimum technical standards for legal descriptions in the State of Oklahoma. Prepared by Paul Walla, Oklahoma PLS # 1903



Paul Walla,
Professional Land Surveyor
Oklahoma PLS # 1903
McClelland Consulting Engineers, Inc.

PROJ. MANAGER: PW	DRAWN BY: JJM	RIGHT-OF-WAY DEDICATION	PERMANENT RIGHT OF WAY AREA: 0.18 ACRES (7651 SQ. FT.) OWNER: HEATHER SPENCER ADDRESS: 4725 S 209 E AVE, BROKEN ARROW, OK 74014 ©2025	MCE McCLELLAND CONSULTING ENGINEERS, INC. 7302 KANIS RD LITTLE ROCK, AR 72204 (479) 443-2377 HTTP://WWW.MCE.US.COM
DATE: 03/29/2025	REVISION:			
SCALE: AS NOTED	PROJ. NUMBER: 217104			
1 OF 2				


PERMANENT RIGHT OF WAY
PARCEL NO. 9.0
EXHIBIT A
T 19 N
E DEARBORN ST
E 37TH ST
PROJECT SITE
R 15 E
30
29
R.O.W
E OMAHA ST
LOCATION MAP N.T.S.
10' U.E.
N88°39'33"E
25.00'
50.00'
ROW
50.00'
ROW
25.00'
ROW
E 37TH ST
N1°18'27"W 306.04'
10' U.E.
PERMANENT RIGHT-OF-WAY
S1°18'27"E 306.04'
PARCEL ID: 730010891
HEATHER SPENCER
4725 S 209 E AVE
BROKEN ARROW OK 74014
SUN CITY III
LOT 3 BLK 2
BOOK 2431 PAGE 407
SECTION 29 T 19 N R 15 E
GRAPHIC SCALE
0 25 50
SCALE 1" = 50'
S88°39'26"W
25.00'
10' U.E.
10' U.E.
P.O.B.
S.W. CORNER
LOT 3 BLK 2
SUN CITY III
PROJ. MANAGER: PW
DRAWN BY: JJM
DATE: 03/29/2025
REVISION:
SCALE: AS NOTED
PROJ. NUMBER: 217104
2 OF 2
RIGHT-OF-WAY DEDICATION
PERMANENT RIGHT OF WAY
AREA: 0.18 ACRES (7651 SQ. FT.)
OWNER: HEATHER SPENCER
ADDRESS: 4725 S 209 E AVE, BROKEN ARROW, OK 74014
McCLELLAND CONSULTING ENGINEERS, INC.
7302 KANIS RD
LITTLE ROCK, AR 72204
(479) 443-2377
HTTP://WWW.MCE.US.COM

RESOLUTION NO. 1745

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FROM LO VANGSENG AND NAO VANG FOR PARCEL 9.0, WHICH CONSISTS OF 7,651 SQUARE FEET OF PERMANENT RIGHT-OF-WAY FOR THE 37TH STREET ROADWAY WIDENING FROM OMAHA STREET TO DEARBORN STREET, LOCATED AT 4725 SOUTH 209TH EAST AVENUE IN BROKEN ARROW, OKLAHOMA IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 19 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA. (PROJECT NO. ST21390)

WHEREAS, the right-of-way acquisition for the 37th Street Roadway Widening from Omaha Street to Dearborn Street has been approved as General Obligation Bond 2018; and

WHEREAS, the City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of $24,110.00 to Lo Vangseng and Nao Vang, the property owner of Parcel 9.0, which consists of 7,651 square feet of Permanent Right of Way located at 4725 South 209th East Avenue in Broken Arrow, Oklahoma; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 9.0 from Lo Vangseng and Nao Vang.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 5th day of May, 2026.

_____

MAYOR

ATTEST:

_____

(seal) CITY CLERK

APPROVED AS TO FORM:

D. Graham Parker

_____

ASSISTANT CITY ATTORNEY

City of Broken Arrow

Request for Action

File #: 26-629, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:

Acceptance of a Drainage Easement for Parcel 3.A, consisting of 516.00 square feet of drainage easement generally located one-quarter mile west of the intersection of East College Street and South 23rd Street, on the north side of East College Street, in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 12, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from East Kenosha Development, LLC, for the College Street Improvements, Parcel 3.A (Project No. ST26020)

Background:
The attached Drainage Easement is being donated to the City of Broken Arrow, a municipal corporation, from East Kenosha Development, LLC, the owner. Parcel 3.A consists of 516.00 square feet of drainage easement generally located one-quarter mile west of the intersection of East College Street and South 23rd Street, on the north side of East College Street, in Broken Arrow, Oklahoma, in the Northeast Quarter of Section 12, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, subject to City Council approval:

Cost: $0.00

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Drainage Easement
Donation Certificate

Recommendation:
Accept the Drainage Easement.

DONATION CERTIFICATE

Project: ST26020 County: Tulsa State: OK Parcel: 3.A

I, the undersigned, certify that I am fully aware of the use of this parcel of property for the following purpose:

a. As a permanent right-of-way ☐
b. As a permanent easement ☒
c. As a temporary construction easement ☐

I, hereby, elect to convey use of this parcel of property to the City of Broken Arrow, Oklahoma by Donation.

Joe Adwan	JOE ADWAN	4/22/26
Signature	Printed Name	Date
[signature]	Acquisition Agent	4-28-26
Agent Signature	Title	Date

DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **EAST KENOSHA DEVELOPMENT, LLC,** the owner of the legal and equitable title to the following described real estate situated in the City of Broken Arrow, Tulsa County, Oklahoma, for and in consideration of the sum of One Dollar, cash in hand, paid by the **CITY OF BROKEN ARROW, OKLAHOMA**, a municipal corporation, and other good and valuable considerations, receipt of which are hereby acknowledged, does hereby dedicate to the public, forever, the following described property, to wit:

SEE EXHIBIT "A"
EXEMPT FROM DOCUMENTARY STAMPS PURSUANT TO 68 O.S. 3202 (11)

with right of ingress and egress to and from the same, for the purpose of constructing, maintaining, operating, and replacing drainage facilities and appurtenances.

The City is hereby given and granted the exclusive possession of said above described premises for the purposes aforesaid, and grantor(s), for him/her and their heirs, administrators, successors and assigns, covenant(s) and agree(s) that no building, structure, wall or other above ground obstruction will be placed, erected, installed or permitted upon the above described land; and further covenant(s) and agree(s) that in the event the terms of this paragraph are violated by the grantor(s) or any person in privy with them, such violation will be promptly corrected and eliminated immediately upon receipt of notice from City or City shall have right to remove or otherwise eliminate such violation, and grantor(s), his/her heirs, administrators, successors and assigns, shall promptly pay the actual cost thereof.

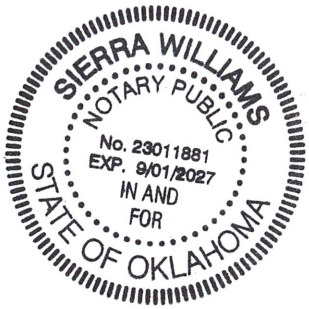
IN WITNESS WHEREOF, the said party of the first part hereto has caused these presents to be signed in its name the day and year first above written.

DATED this 22 day of April, 2026.

EAST KENOSHA DEVELOPMENT, LLC

By: Joe Adwon
Joe Adwon, Manager

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013



STATE OF OKLAHOMA)
) §
COUNTY OF Tulsa)

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 22 day of April, 2026, personally appeared Joe Adwon, as Manager of East Kenosha Development, LLC, 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.

Sierra Williams
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: RG Date: 4/28/26
Project: ST26020: College Street Improvements
~ 9th Street to 12th Street Parcel 3.A

ATTACHMENT "A"

A TRACT OF LAND LYING WITHIN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE/4 NE/4) OF SECTION TWELVE (12), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN MERIDIAN, TULSA COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE N01°20'25"W ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING N01°20'25"W ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 12.00 FEET; THENCE N88°46'52"E PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, 43.00 FEET; THENCE S01°20'25"E PARALLEL WITH SAID WEST LINE, 12.00 FEET; THENCE S88°46'52"W PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER, 43.00 FEET TO THE POINT OF BEGINNING. CONTAINING 516.00 SQUARE FEET OR 0.01 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS:
GRID NORTH BASED ON NAD 83 OKLAHOMA
STATE PLANE COORDINATE SYSTEM NORTH ZONE

SURVEYOR'S CERTIFICATE

I, Brian Lee Peltier, P.S. 1867, Merestone Surveying LLC, Certify that the attached legal description closes in accord with existing records, is a true representation of the real representation of the real property described, and meets the minimum technical standards for land surveying in the state of Oklahoma.

Witness my hand and seal this 6th day of March 2026.

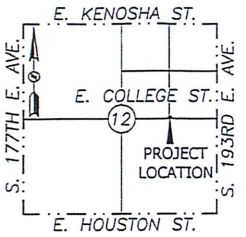
REGISTERED PROFESSIONAL LAND SURVEYOR
BRIAN LEE PELTIER
LS 1867
OKLAHOMA

Brian Lee Peltier,
P.S. #1867
C.A. NO.: 6901 Expires:06/30/2027.

Sheet: 1 OF 3	Project: DRAINAGE EASEMENT 3.A COBA PROJ. #ST26020B	Client: KIMLEY-HORN 805 PENNSYLVANIA AVENUE, STE. 150, KANSAS CITY, MISSOURI, 64105	Merestone Surveying

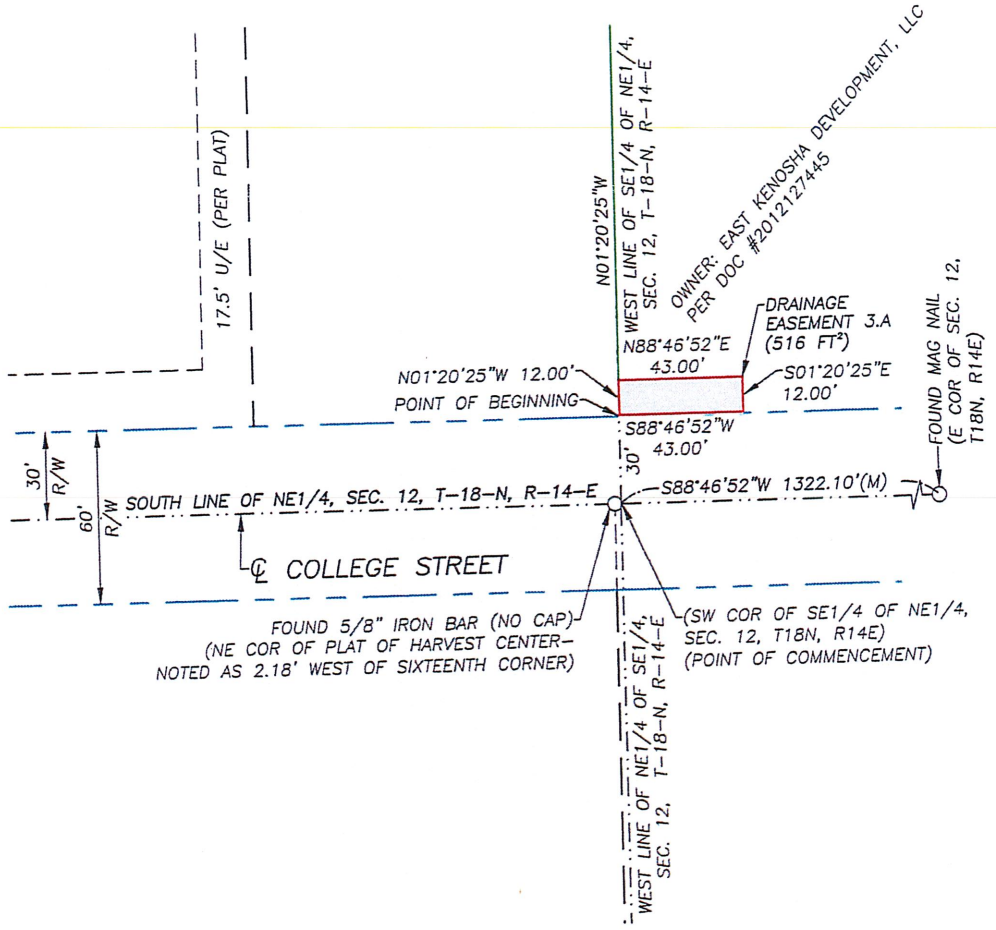
Drawn By: JS
Proj. No: 032950.00.37
Field Date: 10-14-2025
Issue Date: 03-06-2026

DRAINAGE EASEMENT 3.A



SECTION MAP

SECTION 12-T18N-R14E
(NOT TO SCALE)



LEGEND

○	Found Survey Monument
℄	Center Line
R/W	Right-of-Way
(M)	Measured
⏚	Not To Scale
	Parcel
	Existing Right-of-Way
	Property Line

GRAPHIC SCALE

0 25 50

1 inch = 50 feet

NOTE: THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF PROPOSED EASEMENT. IT SHOULD NOT BE USED TO LOCATE PROPERTY LINES AND DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

Sheet: 2 OF 3	Drawn By: JS Proj. No: 032950.00.37 Field Date: 10-14-2025 Issue Date: 03-06-2026	Project: DRAINAGE EASEMENT 3.A COBA PROJ. #ST26020B	Client: KIMLEY-HORN 805 PENNSYLVANIA AVENUE, STE. 150, KANSAS CITY, MISSOURI, 64105

Merestone Surveying

City of Broken Arrow

Request for Action

File #: 26-580, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:

Acceptance of a Temporary Construction Easement for Parcels 1.A and 4.A, consisting of 3,410 square feet and 21,119 square feet, respectively, of temporary construction easement generally located near the intersection of West Austin Place and South Walnut Place in Broken Arrow, Oklahoma, in the Southwest Quarter of Section 27, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Waterford Park Homeowners Association for the Waterford Park Erosion Mitigation, Parcels 1.A and 4.A (Project No. SW26110)

Background:
The attached Temporary Construction Easement is being donated to the City of Broken Arrow, a municipal corporation, from Waterford Park Homeowners Association, the owner. Parcel 1.A consists of 3,410 square feet of temporary construction easement and Parcel 4.A consists of 21,119 square feet of temporary construction easement generally located near the intersection of West Austin Place and South Walnut Place in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 27, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma, subject to City Council approval:

Cost: $0.00

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Temporary Construction Easement
Donation Certificate

Recommendation:
Accept the Temporary Construction Easement.

DONATION CERTIFICATE

Project: SW26110 County: Tulsa State: OK Parcel: 1.A

I, the undersigned, certify that I am fully aware of the use of this parcel of property for the following purpose:

a. As a permanent right-of-way ☐
b. As a permanent easement ☐
c. As a temporary construction easement ☒

I, hereby, elect to convey use of this parcel of property to the City of Broken Arrow, Oklahoma by Donation.

Signature	Printed Name: PAUL A CLARK	Date: 4/13/2026
Signature	Printed Name	Date
Agent Signature	Acquisition Agent Title	Date: 4-17-26

RECEIVED
APR 17 2026

DONATION CERTIFICATE

Project: SW26110 County: Tulsa State: OK Parcel: 4.A

I, the undersigned, certify that I am fully aware of the use of this parcel of property for the following purpose:

a. As a permanent right-of-way ☐
b. As a permanent easement ☐
c. As a temporary construction easement ☒

I, hereby, elect to convey use of this parcel of property to the City of Broken Arrow, Oklahoma by Donation.

Signature	PAUL A. CLARK Printed Name	4/13/2026 Date
Signature	Printed Name	Date
Agent Signature	Acquisition Agent Title	4-17-26 Date

RECEIVED
APR 17 2026

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, WATERFORD PARK HOMEOWNERS ASSOCIATION, the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar ($1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in said County, to-wit:

SEE EXHIBIT "A"

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of the roadway improvements.

That the Owner(s) agree that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 13th day of APRIL 2026.

WATERFORD PARK I HOA

By: _____ PRESIDENT
Name and Title

STATE OF OKLAHOMA)
) §
COUNTY OF TULSA)

BEFORE ME, a Notary Public in and for this state, on this 13th day of April, 2026, personally appeared PAUL CLARK, PRESIDENT of WATERFORD PARK I HOA, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its (attorney-in-fact, president, vice-president, chair, or vice-chair of the board of directors or mayor, as the case may be) 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 of the corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.

KATHERINE FREAM
Notary Public
State of Oklahoma
Commission #16000213
Expires: 1-6-2028

Katherine Fream
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

PPW
Engineer: Date: 4/20/26
Project: SW26110 Waterford Park Erosion Mitigation
Parcel 1.A and 4.A

WATERFORD PARK I HOA
TEMPORARY CONSTRUCTION EASEMENT
3,410.31 SQ FEET, OR 0.08 ACRES

LEGAL DESCRIPTION 1.A:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER SECTION OF SECTION TWENTY SEVEN (27), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE POINT OF BEGINNING WITH A NORTHING OF 373780.0953 AND A EASTING OF 2614961.7940; THENCE CLOCKWISE S 01°31'46.92" E A DISTANCE OF 113.71 FEET; THENCE S 88°35'27.08" W A DISTANCE OF 30.00 FEET; THENCE N 01°31'46.92" W A DISTANCE OF 113.65' FEET; THENCE N 88°28'13.08" E A DISTANCE OF 30.00 FEET; TO THE POINT OF BEGINNING OF SAID TRACK OF LAND.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 3,410.31 SQUARE FEET OR 0.08 ACRES, MORE OR LESS.

WATERFORD PARK I HOA
TEMPORARY CONSTRUCTION EASEMENT
3,410.31 SQ FEET, OR 0.08 ACRES

OWNER:

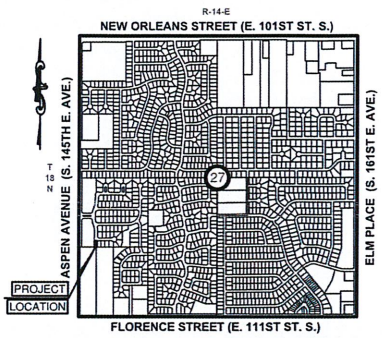
WATERFORD PARK I HOA
C/O HOA

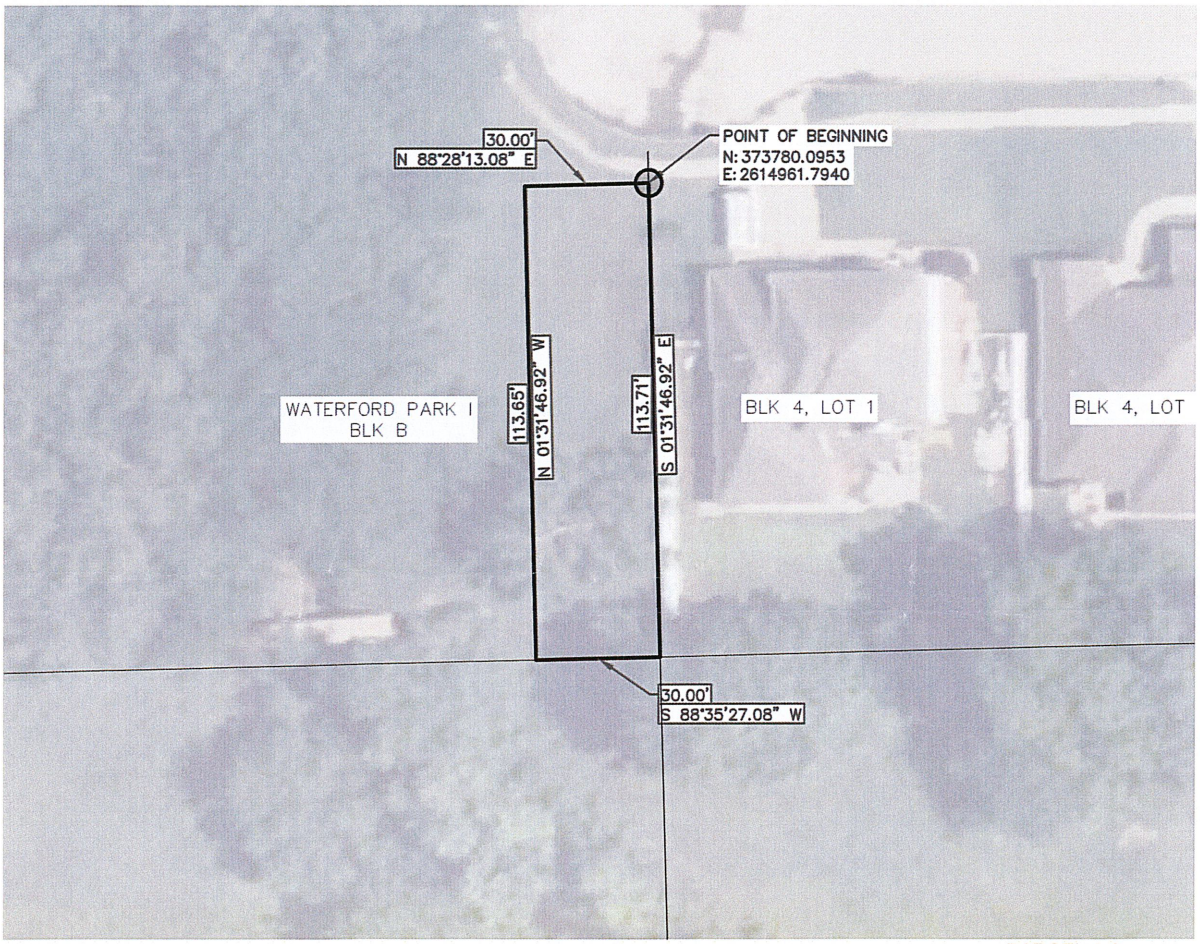
ADDRESS:

P.O. BOX 2411
BROKEN ARROW, OK 74013

STATEMENT OF BEARINGS:

ALL BEARINGS ON THIS PLAT OF SURVEY ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.





BROKEN ARROW
Where Opportunity lives

WATERFORD PARK I (81930)
BLOCK B
SECTION 27 T18N, R14E TULSA COUNTY

PARCEL 1.A
PROJECT NO. SW26110
PARCEL NO. 81930842745140
JANUARY 15TH 2026
PAGE 2 OF 2

WATERFORD PARK I
TEMPORARY CONSTRUCTION EASEMENT
21,119.66 SQ FEET, OR 0.48 ACRES

LEGAL DESCRIPTION 4.A:

A TRACT OF LAND THAT IS PART OF THE SOUTHEAST QUARTER SECTION OF SECTION TWENTY SEVEN (27), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE POINT OF BEGINNING WITH A NORTHING OF 373678.0141 AND A EASTING OF 2615435.8491; THENCE CLOCKWISE N 16°30'45.08" E A DISTANCE OF 96.43 FEET; THENCE N 01°31'46.92" W A DISTANCE OF 43.27 FEET; THENCE N 88°28'13.08" E A DISTANCE OF 146.10' FEET; THENCE S 01°31'46.92" E A DISTANCE OF 135.33 FEET; THENCE S 88°35'27.08" W A DISTANCE OF 175.97 FEET TO THE POINT OF BEGINNING OF SAID TRACK OF LAND.

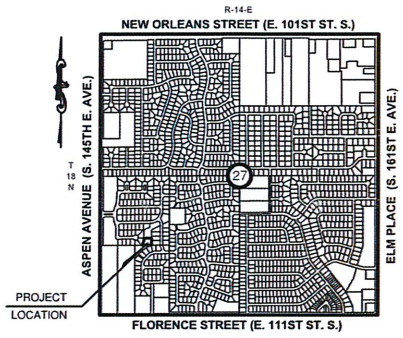
THE ABOVE DESCRIBED TRACT OF LAND CONTAINING 21,119.66 SQUARE FEET OR 0.48 ACRES, MORE OR LESS.

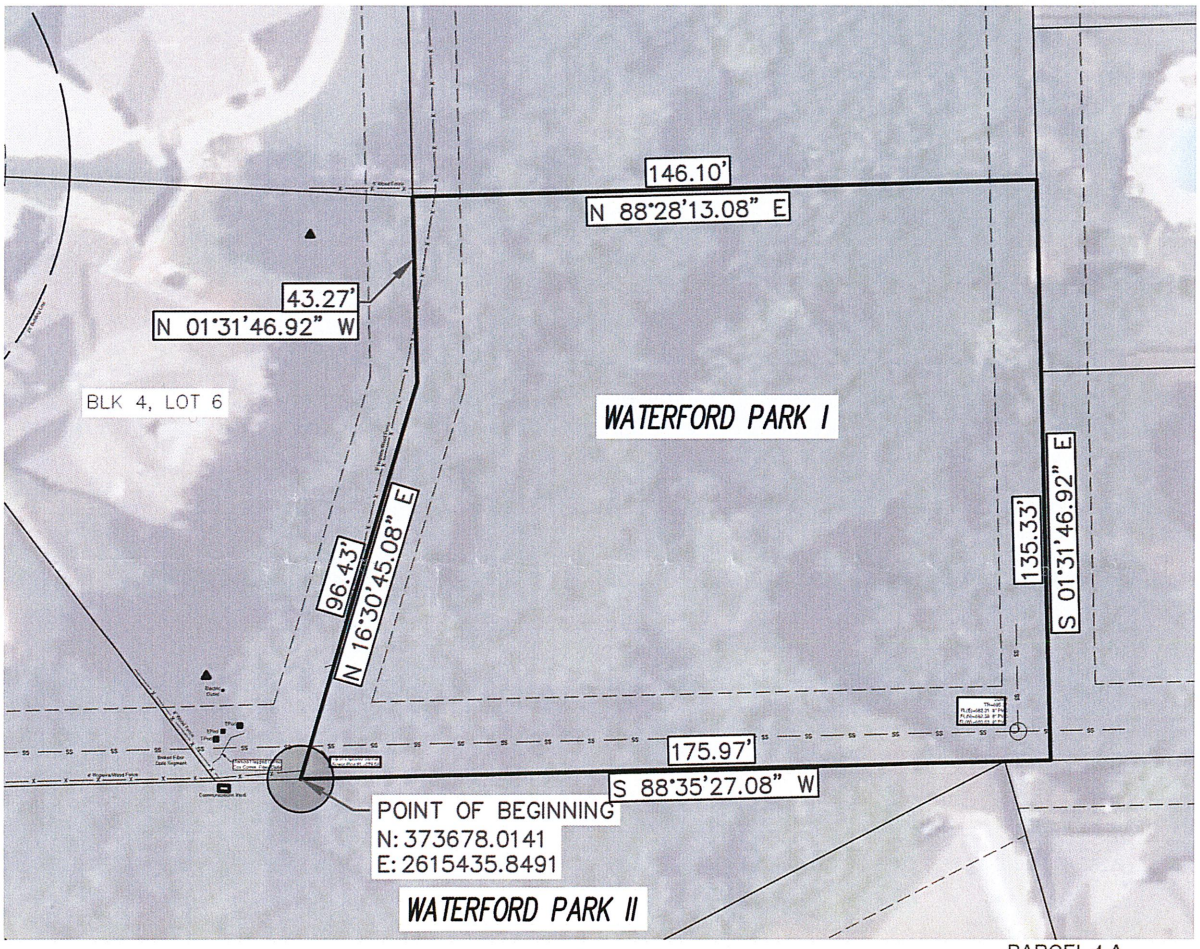
WATERFORD PARK I
TEMPORARY CONSTRUCTION EASEMENT
21,119.66 SQ FEET, OR 0.48 ACRES

OWNER:
WATERFORD PARK I HOA

ADDRESS:
P.O. BOX 2411
BROKEN ARROW, OK 74013

STATEMENT OF BEARINGS:
ALL BEARINGS ON THIS PLAT OF SURVEY ARE BASED UPON THE OKLAHOMA STATE PLANE COORDINATE SYSTEM.





BROKEN ARROW
Where Opportunity lives

WATERFORD PARK I
WATERFORD PARK (81930) BLOCK C
SECTION 27 T18N, R14E TULSA COUNTY

PARCEL 4.A
PROJECT NO. SW26110
PARCEL NO. 81930842745150
JANUARY 15TH 2026
PAGE 2 OF 2

City of Broken Arrow

Request for Action

File #: 26-613, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:

Acceptance of a Utility Easement for Parcel 12.0 and a Temporary Construction Easement for Parcel 12.1, consisting of 0.227 Acres of permanent utility easement and 0.109 Acres of temporary construction easement, respectively, on property located at 710 East New Orleans Street in Broken Arrow, Oklahoma, in the Southeast Quarter of Section 23, Township 18 North, Range 14 East, Tulsa County, Oklahoma, from Jose D. Carillo and Marisol Rodriguez, and authorization of payment in the amount of $22,420.00 for the New Orleans & 9th Street Sanitary Sewer Line, Parcel 12.0 and 12.1 (Project No. S.26040)

Background:
The properties in the attached Utility Easement and Temporary Construction Easement are being conveyed to the City of Broken Arrow, a municipal corporation, from Jose D. Carillo and Marisol Rodriguez, the owner. Parcel 12.0 consists of 0.227 Acres of permanent utility easement, and Parcel 12.1 consists of 0.109 Acres of temporary construction easement, located at 710 East New Orleans Street in Broken Arrow, Oklahoma in the Southeast Quarter of Section 23, Township 18 North, Range 14 East, Tulsa County, State of Oklahoma. Jose D. Carillo and Marisol Rodriguez have accepted the following offer, made subject to City Council approval:

Perpetual Utility Easement: 0.227 Acres @ $75,000/Acre x 75%= $12,769
Replace impacted sprinkler system 1 @ $5,000 = $5,000
Temporary Construction Easement: 0.113 Acres @ $75,000/Acre x 10% = $848
Settlement Cost: $3,800.00
Total Just Compensation Amount (Rounded) = $22,420.00

A copy of the signed acceptance of the City's offer is attached, as is the Utility Easement. Payment of the compensation amount is on the May 5, 2026 City Council Claims List.

Cost: $22,420.00

Funding Source: Fund 351

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

Approved By: City Manager's Office

Attachments: Acceptance letter
Affidavit
Conditions and Request for Payment
Utility Easement
Temporary Construction Easement

Recommendation:

Accept the Utility Easement and Temporary Construction Easement and authorize payment.

CITY OF
BROKEN ARROW
Where opportunity lives

Office of the City Manager

April 15, 2026

Jose D. Carillo and Marisol Rodriguez
710 E New Orleans St
Broken Arrow, OK 74011

RE: NEW ORLEANS & 9TH STREET SANITARY SEWER LINE
PROJECT NO. S.26040 PARCEL NO. 12.0 & 12.1 Revised Offer Letter

PROPERTY LOCATION: 710 E NEW ORLEANS ST, BROKEN ARROW, OK 74011

Mr. Carillo and Ms. Rodriguez:

Representatives of the Department of Engineering and Construction have kept me apprised of the discussions regarding the proposed acquisition of your property in relation to the sewer line project. After reviewing your response to the City's offer, I am prepared to make the following offer in accordance with your verbal request subject to City Council approval:

Perpetual Utility Easement: 0.227 Acres @ $75,000/Acre x 75%= $12,769
Replace impacted sprinkler system 1 @ $5,000 = $5,000
Temporary Construction Easement: 0.113 Acres @ $75,000/Acre x 10% = $848

Settlement Cost: $3,800.00

Total Just Compensation Amount (Rounded) = $22,420.00

By your signature on this letter, you have accepted the City's offer of $22,420.00. 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

Jose D. Carillo

Marisol Rodriguez

Date: 4-23-2026

MLS/ao

AFFIDAVIT

The undersigned, of lawful age, being first duly sworn, on oath says that this invoice of claim is true and correct. Affiant further states that the conditions for payment as shown by this invoice or claim have been completed or supplied, or will be upon approval of the city council, in accordance with the offer, contracts or agreements furnished the affidavit. Affiant further states that he/she has made no payment directly or indirectly to any elected official, officer or employee of the state of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

Jose D. Carillo

Marisol Rodriguez

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 April, 2026, personally appeared **Jose D. Carillo and Marisol Rodriguez**, to me known to be the identical person(s) who executed the within and foregoing instrument in writing and acknowledged to me that he (she) executed the same as his (her) free and voluntary act and deed, and as the free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last written above.

AMY J. O'LAUGHLIN
NOTARY PUBLIC - STATE OF OKLAHOMA
MY COMMISSION EXPIRES 11/03/2026
COMMISSION #22014878

NOTARY PUBLIC

BROKEN ARROW
Where opportunity lives

CONDITIONS AND REQUEST FOR PAYMENT

Conditions: (List physical conditions required for acceptance):

Driveway damage caused by construction will be repaired with the same or better material.

Contractor will lay sod to repair disturbed grass.

Playground equipment is to be avoided.

The City will provide one sewer tap. Property owner is responsible for connecting their private line to the City tap.

City will provide a schedule to the property owner for expected work days and will provide as much notice as possible before working on the property.

Terms for Payment:

Owner's request for payment in the amount of: $22,420.00

Owner's Mailing Address: _____

Owner Requests Check:

- ☐ Mailed to above address
- ☑ Call me and I will pick it up
- ☐ Delivered by Agent

Check Payable to: Jose D. Carillo and Marisol Rodriguez

Signature/Date:

Owner/s: Jose de Jesus Carillo Date: 4-23-2026

Marisol Rodriguez Date: 4-23-2026

Agent: Amy O'Daugherty Date: 4-23-2026

Project: S.26040 New Orleans and 9th Street Sanitary Sewer Line
Parcel 12.0 & 12.1

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That all undersigned, **JOSE D. CARILLO and MARISOL RODRIGUEZ,** the Owner(s), of the legal and equitable title to the following described real estate situated in Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar ($1.00), cash in hand, paid by the City of Broken Arrow, an municipal corporation, Oklahoma, and other good and valuable considerations, receipt of which are hereby acknowledged, do(es) hereby grant and convey unto the said **CITY OF BROKEN ARROW**, a municipal corporation, County of Tulsa, State of Oklahoma, a temporary easement, through, over, and under, and across the following described property, situated in said County, to-wit:

SEE EXHIBIT "A"

for a period of not more than 12 MONTHS FROM THE START OF CONSTRUCTION. This grant of temporary right to use and occupy is given for the purpose of permitting the City of Broken Arrow, its employees, representatives, agents, and/or persons under contract with it, to use said described property for construction of the roadway improvements.

That the Owner(s) agree that this temporary construction easement shall be binding upon their heirs, executors, administrators and personal representatives during the term hereof and further agree that in the event the premises covered by this temporary construction easement are sold, assigned or conveyed, that the purchaser or grantee thereof will be advised of the existence of this temporary grant and that said sale during said term shall be made subject to the rights herein given.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 23rd day of April, 2026.

Jose D. Carillo

Marisol Rodriguez

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 April, 2026, personally appeared **Jose D. Carillo and Marisol Rodriguez**, 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: ECR Date: 4/24/26
Project: S.26040 NEW ORLEANS & 9TH STREET SANITARY SEWER LINE
Parcel 12.1

LEGAL DESCRIPTIONS
of
20' UTILITY EASEMENT
EASEMENT PARCEL 12.0 U/E &
10' TEMPORARY CONSTRUCTION EASEMENT
EASEMENT PARCEL 12.1 T.C.E.

PARCEL: PERMANENT ESMT.
EASEMENT PARCEL: 12.0 U/E

PARCEL: TEMP. CONST. ESMT.
EASEMENT PARCEL: 12.1 T.C.E.

CITY PROJECT NO.
S.26040

OWNER:
Jose Carrillo & Marisol Rodriguez

PARCEL #
98423-84-23-46960

LEGAL DESCRIPTION

20' Utility Easement

A tract of land lying in the Southeast Quarter (SE/4) of Section Twenty-three (23), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southeast corner of said Southeast Quarter (SE/4) of Section Twenty-three (23); Thence S88°39'19"W along the South line of said SE/4 a distance of 1055.81 feet; Thence N01°15'43"W a distance of 387.91 feet to the POINT OF BEGINNING; Thence N01°15'18"W a distance of 125.77 feet; Thence N88°41'12"E a distance of 329.97 feet; Thence S01°14'30"E and parallel with the East line of said SE/4 a distance of 81.69 feet; Thence S88°39'19"W and parallel with the South line of said SE/4 a distance of 20.00 feet; Thence N01°14'30"W and parallel with the East line of said SE/4 a distance of 61.71 feet; Thence S88°41'12"W a distance of 289.97 feet; Thence S01°15'18"E a distance of 99.40 feet; Thence S71°02'26"W a distance of 20.99 feet to the POINT OF BEGINNING.

Containing 9,885.08 Sq. Ft. or 0.227 Acres, more or less.

AND

10' Temporary Construction Easement

A tract of land lying in the Southeast Quarter (SE/4) of Section Twenty-three (23), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southeast corner of said Southeast Quarter (SE/4) of Section Twenty-three (23); Thence S88°39'19"W along the South line of said SE/4 a distance of 1055.81 feet; Thence N01°15'44"W a distance of 377.41 feet to the POINT OF BEGINNING; Thence N01°15'18"W a distance of 10.50 feet; Thence N71°02'26"E a distance of 20.99 feet; Thence N01°15'18"W a distance of 99.40 feet; Thence N88°41'12"E a distance of 289.97 feet; Thence S01°14'30"E and parallel with the East line of said SE/4 a distance of 61.71 feet; Thence N88°39'19"E and parallel with the South line of said SE/4 a distance of 20.00 feet; Thence S01°14'30"E and parallel with the East line of said SE/4 a distance of 10.00 feet; Thence S88°39'19"W and parallel with the South line of said SE/4 a distance of 30.00 feet; Thence N01°14'30"W and parallel with the East line of said SE/4 a distance of 61.71 feet; Thence S88°41'12"W a distance of 269.97 feet; Thence S01°15'18"E a distance of 68.49 feet; Thence S88°56'42"W a distance of 7.19 feet; Thence S01°25'12"E a distance of 18.27 feet; Thence N88°22'13"E a distance of 7.14 feet; Thence S01°15'18"E a distance of 10.03 feet; Thence S71°02'26"W a distance of 31.49 feet to the POINT OF BEGINNING.

Containing 4,779.22 Sq. Ft. or 0.109 Acres, more or less.

Legal Description prepared on April 7, 2026 by Troy Dee, Registered Professional Land Surveyor No. 1745.

I, Troy Dee, herewith state that the above plat is a true and correct representation of a survey made on the ground, under my supervision Witness my signature and surveyors seal this 7 day of April, 2026.

REGISTERED PROFESSIONAL LAND SURVEYOR
TROY DEE 1745
OKLAHOMA

Troy Dee
Troy Dee, PLS #1745
April 7, 2026

Prepared By
GOLDEN LAND SURVEYING
4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date =6/30/2026
Telephone: (405) 849-6010 Email: troy@goldenls.com
Drafted by: JP GLS Job No.: 252462
Plot Date: April 7, 2026

Filename: O:\JOBS\# PROJECTS 2025\252462 9TH & NEW ORLEANS_BROKEN ARROW, OK_TOPO\DWG\252462_EASEMENT EXHIBITS.DWG; Last Saved: 4/7/2026 3:50:34 PM; Plot Date: 4/7/2026; Login: James Phelps

EXHIBIT
of
10' TEMPORARY CONSTRUCTION EASEMENT
EASEMENT PARCEL–12.1 T.C.E.

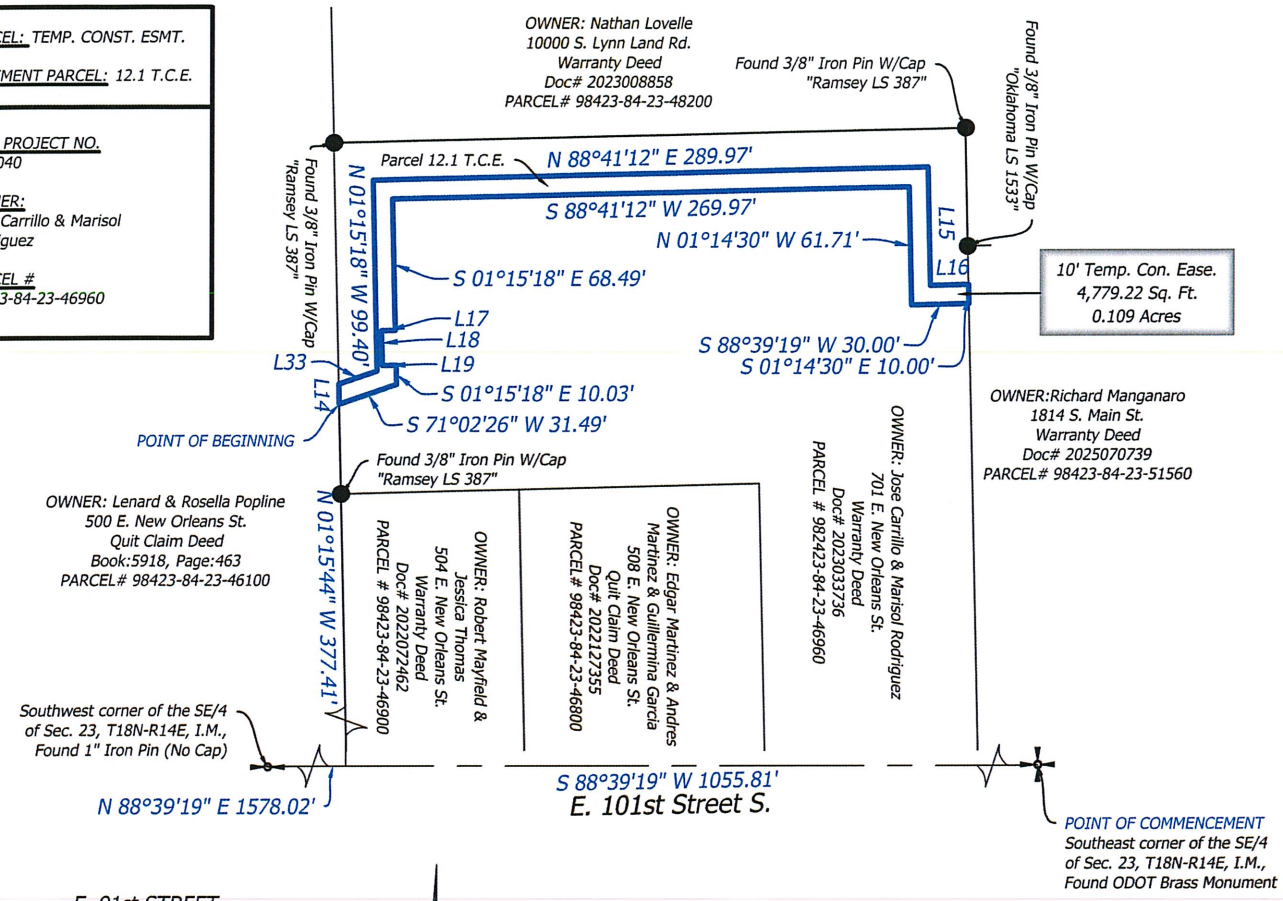
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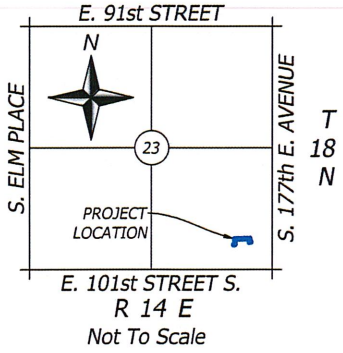
EASEMENT PARCEL: 12.1 T.C.E.

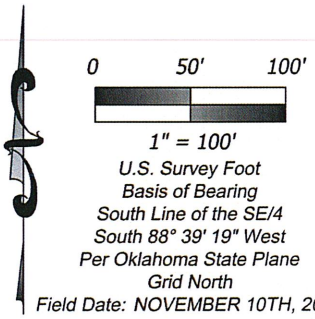
CITY PROJECT NO.
S.26040

OWNER:
Jose Carrillo & Marisol Rodriguez

PARCEL #
98423-84-23-46960







Line Table		
Line #	Direction	Length
L14	N 01°15'18" W	10.50'
L15	S 01°14'30" E	61.71'
L16	N 88°39'19" E	20.00'
L17	S 88°56'42" W	7.19'
L18	S 01°25'12" E	18.27'
L19	N 88°22'13" E	7.14'
L33	N 71°02'26" E	20.99'

LEGEND

- TEMPORARY CONSTRUCTION EASEMENT
- LOT LINE
- EX-EASEMENT LINE
- SECTION LINE

REGISTERED PROFESSIONAL LAND SURVEYOR
TROY DEE 1745
OKLAHOMA

Troy Dee

Troy Dee, PLS #1745
April 7, 2026

Prepared By
GOLDEN LAND SURVEYING
4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date =6/30/2026
Telephone: (405) 849-6010 Email: troy@goldenls.com

Drafted by: JP GLS Job No.: 252462
Plot Date: April 7, 2026

Filename: O:\JOBS\# PROJECTS 2025\252462 9TH & NEW ORLEANS_BROKEN ARROW, OK_TOPO\DWG\252462_EASEMENT EXHIBITS.DWG; Last Saved: 4/7/2026 3:50:34 PM; Plot Date: 4/7/2026; Login: James Phelps

UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **JOSE D. CARILLO and MARISOL RODRIGUEZ, husband and wife**, the owner(s), of the legal and equitable title to the following described real estate, "Grantor," in consideration of the sum of One Dollar ($1.00), cash in hand paid by the City of Broken Arrow, Oklahoma and other good and valuable considerations, receipt of which is hereby acknowledged, do hereby assign(s), grant(s) and convey(s) to the **CITY OF BROKEN ARROW**, Tulsa County, Oklahoma, a municipal corporation, its successors and assigns, "Grantee," an easement and right of way over and across the following described real property and premises, situated in 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 April, 2026.

Jose de Jesus Carillo
Jose D. Carillo

Marisol Rodriguez

Return to:
City of Broken Arrow
City Clerk
PO Box 610
Broken Arrow, OK 74013

STATE OF OKLAHOMA
COUNTY OF TULSA

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 23rd day of April, 2026, personally appeared **Jose D. Carillo and Marisol Rodriguez**, 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: ECR Date: 4/24/26
Project: S.26040 NEW ORLEANS & 9TH STREET SANITARY SEWER LINE
Parcel 12.0

LEGAL DESCRIPTIONS
of
20' UTILITY EASEMENT
EASEMENT PARCEL 12.0 U/E &
10' TEMPORARY CONSTRUCTION EASEMENT
EASEMENT PARCEL 12.1 T.C.E.

PARCEL: PERMANENT ESMT.

EASEMENT PARCEL: 12.0 U/E

PARCEL: TEMP. CONST. ESMT.

EASEMENT PARCEL: 12.1 T.C.E.

CITY PROJECT NO.
S.26040

OWNER:
Jose Carrillo & Marisol Rodriguez

PARCEL #
98423-84-23-46960

LEGAL DESCRIPTION

20' Utility Easement

A tract of land lying in the Southeast Quarter (SE/4) of Section Twenty-three (23), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southeast corner of said Southeast Quarter (SE/4) of Section Twenty-three (23); Thence S88°39'19"W along the South line of said SE/4 a distance of 1055.81 feet; Thence N01°15'43"W a distance of 387.91 feet to the POINT OF BEGINNING; Thence N01°15'18"W a distance of 125.77 feet; Thence N88°41'12"E a distance of 329.97 feet; Thence S01°14'30"E and parallel with the East line of said SE/4 a distance of 81.69 feet; Thence S88°39'19"W and parallel with the South line of said SE/4 a distance of 20.00 feet; Thence N01°14'30"W and parallel with the East line of said SE/4 a distance of 61.71 feet; Thence S88°41'12"W a distance of 289.97 feet; Thence S01°15'18"E a distance of 99.40 feet; Thence S71°02'26"W a distance of 20.99 feet to the POINT OF BEGINNING.

Containing 9,885.08 Sq. Ft. or 0.227 Acres, more or less.

AND

10' Temporary Construction Easement

A tract of land lying in the Southeast Quarter (SE/4) of Section Twenty-three (23), Township Eighteen (18) North, Range Fourteen (14) East of the Indian Base and Meridian, Tulsa County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southeast corner of said Southeast Quarter (SE/4) of Section Twenty-three (23); Thence S88°39'19"W along the South line of said SE/4 a distance of 1055.81 feet; Thence N01°15'44"W a distance of 377.41 feet to the POINT OF BEGINNING; Thence N01°15'18"W a distance of 10.50 feet; Thence N71°02'26"E a distance of 20.99 feet; Thence N01°15'18"W a distance of 99.40 feet; Thence N88°41'12"E a distance of 289.97 feet; Thence S01°14'30"E and parallel with the East line of said SE/4 a distance of 61.71 feet; Thence N88°39'19"E and parallel with the South line of said SE/4 a distance of 20.00 feet; Thence S01°14'30"E and parallel with the East line of said SE/4 a distance of 10.00 feet; Thence S88°39'19"W and parallel with the South line of said SE/4 a distance of 30.00 feet; Thence N01°14'30"W and parallel with the East line of said SE/4 a distance of 61.71 feet; Thence S88°41'12"W a distance of 269.97 feet; Thence S01°15'18"E a distance of 68.49 feet; Thence S88°56'42"W a distance of 7.19 feet; Thence S01°25'12"E a distance of 18.27 feet; Thence N88°22'13"E a distance of 7.14 feet; Thence S01°15'18"E a distance of 10.03 feet; Thence S71°02'26"W a distance of 31.49 feet to the POINT OF BEGINNING.

Containing 4,779.22 Sq. Ft. or 0.109 Acres, more or less.

Legal Description prepared on April 7, 2026 by Troy Dee, Registered Professional Land Surveyor No. 1745.

I, Troy Dee, herewith state that the above plat is a true and correct representation of a survey made on the ground, under my supervision Witness my signature and surveyors seal this 7 day of April, 2026.

REGISTERED PROFESSIONAL LAND SURVEYOR
TROY DEE 1745
OKLAHOMA

Troy Dee

Troy Dee, PLS #1745
April 7, 2026

Prepared By
GOLDEN LAND SURVEYING
4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date =6/30/2026
Telephone: (405) 849-6010 Email: troy@goldenls.com

Drafted by: JP GLS Job No.: 252462
Plot Date: April 7, 2026

Filename: O:\JOBS\# PROJECTS 2025\252462 9TH & NEW ORLEANS_BROKEN ARROW, OK_TOPO\DWG\252462_EASEMENT EXHIBITS.DWG; Last Saved: 4/7/2026 3:50:34 PM; Plot Date: 4/7/2026; Login: James Phelps

EXHIBIT
of
20' UTILITY EASEMENT
EASEMENT PARCEL–12.0 U/E

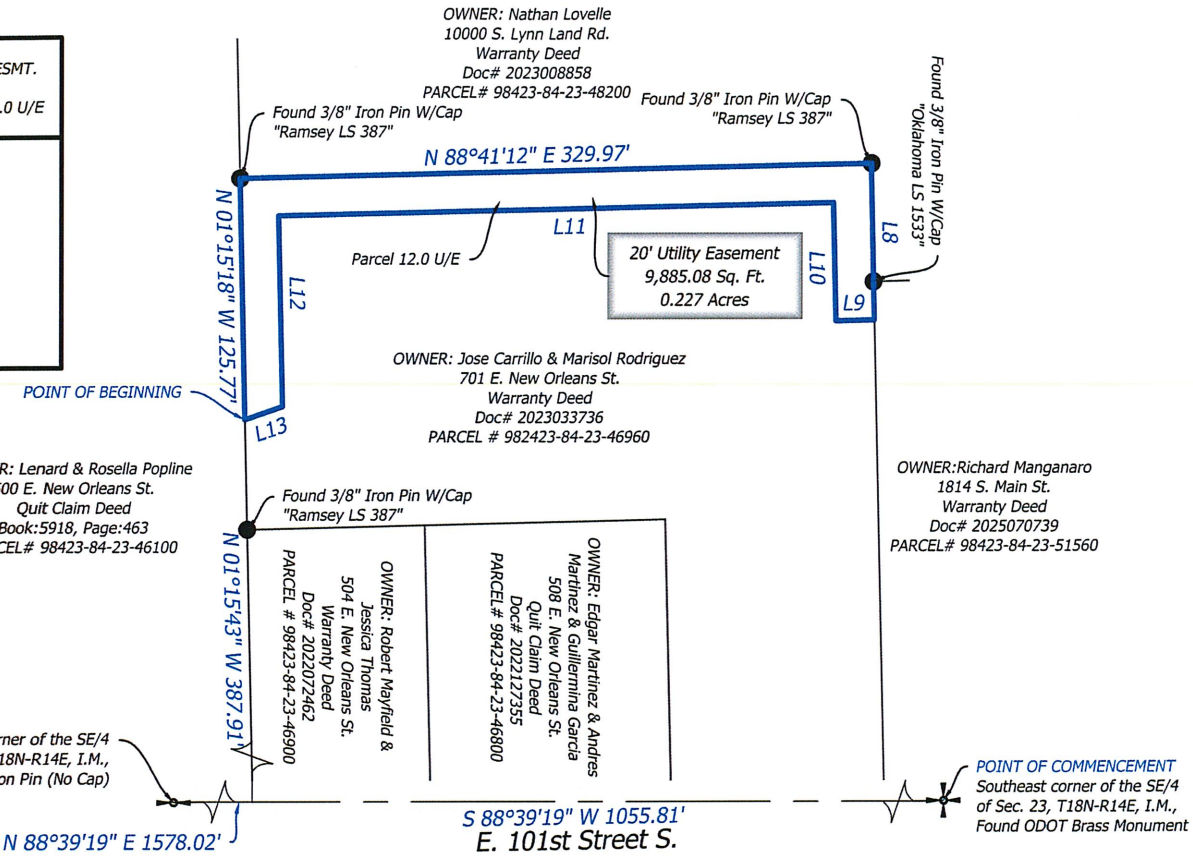
PARCEL: PERMANENT ESMT.

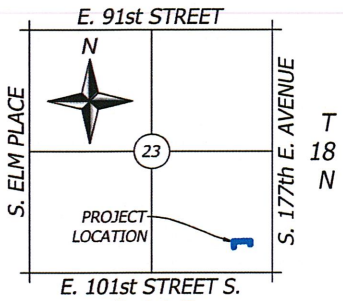
EASEMENT PARCEL: 12.0 U/E

CITY PROJECT NO.
S.26040

OWNER:
Jose Carrillo & Marisol Rodriguez

PARCEL #
98423-84-23-46960





Not To Scale



0 50' 100'

1" = 100'
U.S. Survey Foot
Basis of Bearing
South Line of the SE/4
South 88° 39' 19" West
Per Oklahoma State Plane
Grid North
Field Date: NOVEMBER 10TH, 2025

LEGEND

- 20' UTILITY EASEMENT
- LOT LINE
- EX-EASEMENT LINE
- SECTION LINE

Line Table		
Line #	Direction	Length
L8	S 01°14'30" E	81.69'
L9	S 88°39'19" W	20.00'
L10	N 01°14'30" W	61.71'
L11	S 88°41'12" W	289.97'
L12	S 01°15'18" E	99.40'
L13	S 71°02'26" W	20.99'

REGISTERED PROFESSIONAL LAND SURVEYOR
TROY DEE 1745
OKLAHOMA

Troy Dee

Troy Dee, PLS #1745
April 7, 2026

Prepared By
GOLDEN LAND SURVEYING
4131 N.W. 122nd St., Suite 100, Oklahoma City, Oklahoma 73120
C.A.# 7263 / Exp. Date =6/30/2026
Telephone: (405) 849-6010 Email: troy@goldenls.com

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City of Broken Arrow

Request for Action

File #: 26-617, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:
Approval of and authorization of Final Acceptance for the public improvements at Brook Chase III located at 1708 East Vandalia Street

Background:
Morton Construction and Consulting has completed the construction for Brook Chase III project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the sanitary sewer, storm sewer, water, and paving installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of $2,754,548.00

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Infrastructure Inventory - Brook Chase III

Recommendation:
Approve and authorize final acceptance and donation of the public improvements at Brook Chase III located at 1708 East Vandalia Street

CITY OF BROKEN ARROW
Where opportunity lives

Engineering and Construction Department
485 North Poplar Ave.
Phone: 918-259-7000 - Fax: 918-259-8453

INFRASTRUCTURE INVENTORY

Brook Chase III
1708 East Vandalia Street

Prepared By: BAE
Date: 4/28/2026

Description	Units	Quantity	Unit Price	Extension
SANITARY SEWER				
8" SDR-35	LF	7400	$50.00	$370,000.00
8" SDR-26	LF	151	$70.00	$10,570.00
4' MH	EA	57	$3,500.00	$199,500.00
4' Drop MH	EA	10	$1,050.00	$10,500.00
Service Tee	EA	129	$250.00	$32,250.00
Tie-In	EA	3	$1,500.00	$4,500.00
	Total Cost of Sanitary Sewer Improvements =			$627,320.00
STORM SEWER				
Storm Sewer Complete	LS	1	$671,152.00	$671,152.00
	Total Cost of Storm Sewer Improvements =			$671,152.00
WATER				
6" C900 DR-14	LF	3830	$30.00	$114,900.00
8" C900 DR-14	LF	1550	$40.00	$62,000.00
Fire Hydrant Assembly	EA	11	$5,000.00	$55,000.00
6" Fittings/Valve	EA	120	$800.00	$96,000.00
2" Air Relief Valve	EA	1	$1,900.00	$1,900.00
Long Service	EA	46	$2,500.00	$115,000.00
	Total Cost of Water Improvements =			$444,800.00
PAVING				
6" Aggbase	CY	3,402	$38.00	$129,276.00
6" Curb and Gutter	LF	10,000	$21.00	$210,000.00
7.5" Asphalt Paving	SY	14,000	$48.00	$672,000.00
	Total Cost of Paving Improvements =			$1,011,276.00
	Total Cost of Constructed Improvements =			**$2,754,548.00**

City of Broken Arrow

Request for Action

File #: 26-619, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:
Approval of and authorization of Final Acceptance for the public improvements at Creoks located at 2500 East Hillside Drive (Spencer Concrete & Excavation, LLC)

Background:
Spencer Concrete & Excavation, LLC has completed the construction for Creoks project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the sanitary sewer and water installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of $33,250.00

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: COBA Infrastructure Inventory - Creoks

Recommendation:
Approve and authorize final acceptance and donation of the public improvements at Creoks located at 2500 East Hillside Drive

Engineering and Construction Department
485 North Poplar Ave.
Phone: 918-259-7000 - Fax: 918-259-8453

INFRASTRUCTURE INVENTORY

CREOKS
2500 EAST HILLSIDE DRIVE

Prepared By: BAE
Date: 4/8/2026

Description	Units	Quantity	Unit Price	Extension
WATER				
Fire hydrant				
Waterline Crossing				
			Total Cost of Water Improvements =	$33,250.00
PAVING				
Sidewalks and ROW Concrete				
			Total Cost of Paving Improvements =	$25,000.00
			Total Cost of Constructed Improvements =	**$58,250.00**

City of Broken Arrow

Request for Action

File #: 26-620, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:
Approval of and authorization of Final Acceptance for the public improvements at Creeks located at 2500 East Hillside Drive (Thompson Construction Inc.)

Background:
Thompson Construction Inc. has completed the construction for Creeks project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the paving installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of $25,000.00

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: COBA Infrastructure Inventory - Creeks

Recommendation:
Approve and authorize final acceptance and donation of the public improvements at Creeks located at 2500 East Hillside Drive

CITY OF BROKEN ARROW
Where opportunity lives

Engineering and Construction Department
485 North Poplar Ave.
Phone: 918-259-7000 - Fax: 918-259-8453

INFRASTRUCTURE INVENTORY

CREOKS
2500 EAST HILLSIDE DRIVE

Prepared By: BAE
Date: 4/8/2026

Description	Units	Quantity	Unit Price	Extension
WATER				
Fire hydrant				
Waterline Crossing				
			Total Cost of Water Improvements =	$33,250.00
PAVING				
Sidewalks and ROW Concrete				
			Total Cost of Paving Improvements =	$25,000.00
			Total Cost of Constructed Improvements =	**$58,250.00**

City of Broken Arrow

Request for Action

File #: 26-618, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:
Approval of and authorization of Final Acceptance for the public improvements at Ironwood located at 3427 North Ironwood Avenue

Background:
Morton Excavating, LLC has completed the construction for the Ironwood project. The required improvements are in accordance with approved construction plans and appropriate construction documents. These improvements have been constructed under the supervision of the City of Broken Arrow, Department of Engineering and Construction.

Said Improvements are for the sanitary sewer, storm sewer, and water installations.

The owner desires to donate the public improvements identified above to the City of Broken Arrow. These improvements have an approximate value of $1,288,836.50

Cost: None

Funding Source: N/A

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

Approved By: City Manager's Office

Attachments: Infrastructure Inventory - Ironwood

Recommendation:
Approve and authorize final acceptance and donation of the public improvements at Ironwood located at 3427 North Ironwood Avenue

City of Broken Arrow
Where opportunity lives

Engineering and Construction Department
485 North Poplar Ave.
Phone: 918-259-7000 - Fax: 918-259-8453

INFRASTRUCTURE INVENTORY

Ironwood
3427 North Ironwood Avenue

Prepared By: BAE
Date: 4/27/2026

Description	Units	Quantity	Unit Price	Extension
SANITARY SEWER				
Excavation and Backfill	CY	1503	$6.00	$9,018.00
Connect to Existing	EA	5	$2,000.00	$10,000.00
Rock Excavation (Non-Rippable)	CY	159	$85.00	$13,515.00
Type A Aggbase	CY	54	$70.00	$3,780.00
Precast Concrete Manhole 4'	EA	17	$3,380.00	$57,460.00
Precast Concrete Drop Manhole 4'	EA	2	$4,420.00	$8,840.00
Additional Depth 4' MH	LF	18.44	$300.00	$5,532.00
Additional Depth 4' Drop MH	LF	5.86	$300.00	$1,758.00
Lamphole	EA	9	$1,610.00	$14,490.00
8" Pipe	LF	3380	$46.50	$157,170.00
4" Risers	EA	75	$475.00	$35,625.00
	Total Cost of Sanitary Sewer Improvements =			$317,188.00
STORM SEWER				
Unclassified Ex and Backfill	CY	942	$4.00	$3,768.00
Rock Excavation (Non-Rippable)	CY	180	$85.00	$15,300.00
Type A Aggbase	CY	465	$70.00	$32,550.00
RipRap Type 1 5"	CY	10	$230.00	$2,300.00
RipRap Type 1 10"	CY	10	$230.00	$2,300.00
Recessed Curb Inlet 4' OP	EA	5	$5,070.00	$25,350.00
Recessed Curb Inlet 8' OP	EA	18	$6,595.00	$118,710.00
Precast Concrete Manhole 4'	EA	6	$2,675.00	$16,050.00
Precast Concrete Manhole 5'	EA	5	$4,062.00	$20,310.00
Precast Concrete Manhole 6'	EA	5	$5,197.00	$25,985.00
Additional Depth 5' MH	LF	5	$500.00	$2,500.00
Additional Depth 6' MH	LF	10	$500.00	$5,000.00
Prefab Culvert End 1.25' Dia.	EA	1	$1,229.00	$1,229.00
Prefab Culvert End 3' Dia.	EA	3	$2,333.00	$6,999.00
Prefab Culvert End 4' Dia.	EA	1	$3,429.00	$3,429.00
Prefab Detention Pond Control Structure	EA	1	$11,188.00	$11,188.00
ADS HP Storm 15"	LF	797	$40.00	$31,880.00
ADS HP Storm 18"	LF	324	$48.00	$15,552.00
ADS HP Storm 24"	LF	308	$61.00	$18,788.00
ADS HP Storm 36"	LF	680	$86.00	$58,480.00
ADS HP Storm 42"	LF	456	$101.00	$46,056.00
ADS HP Storm 48"	LF	37	$144.00	$5,328.00
Detention Pond Concrete Trickle Channel	LF	374	$70.00	$26,180.00
Overflow Weir	SF	1015	$15.00	$15,225.00
Demo/Tie-In Storm Structure MH-D1	EA	1	$3,000.00	$3,000.00
Demo/Replace Paving & Curb	LS	1	$18,060.00	$18,060.00
	Total Cost of Storm Sewer Improvements =			$531,517.00
WATER				
Ex and Backfill	CY	1125	$4.00	$4,500.00
Connect to Existing 6"	EA	4	$1,600.00	$6,400.00
Connect to Existing 8"	EA	3	$1,600.00	$4,800.00
Rock Excavation (Non-Rippable)	CY	36	$85.00	$3,060.00
3/8" Chips	CY	40	$76.00	$3,040.00
Type A Aggbase	CY	228	$70.00	$15,960.00
6" C900 DR14	LF	48	$46.00	$2,208.00
8" C900 DR14 Unrestrained	LF	2103	$50.50	$106,201.50
8" C900 DR14 Restrained	LF	1632	$59.00	$96,288.00
12" C900 DR14	LF	12	$157.00	$1,884.00
6" 45 degree	EA	16	$523.00	$8,368.00
8" 11.25 degree	EA	6	$613.00	$3,678.00

Engineering and Construction Department
485 North Poplar Ave.
Phone: 918-259-7000 - Fax: 918-259-8453

8" 22.5 degree	EA	10	$629.00	$6,290.00
8" 45 degree	EA	33	$633.00	$20,889.00
8" 90 degree	EA	2	$672.00	$1,344.00
12" 45 degree	EA	4	$1,007.00	$4,028.00
6x6x6 Tee	EA	4	$692.00	$2,768.00
8x8x6 Tee	EA	5	$770.00	$3,850.00
8x8x8 Tee	EA	5	$882.00	$4,410.00
6x8 Reducer	EA	4	$555.00	$2,220.00
8" Plug	EA	1	$246.00	$246.00
6" Solid Sleeve	EA	8	$537.00	$4,296.00
8" Solid Sleeve	EA	4	$675.00	$2,700.00
12" Solid Sleeve	EA	1	$978.00	$978.00
6" Gate Valve	EA	4	$1,600.00	$6,400.00
8" Gate Valve	EA	20	$2,355.00	$47,100.00
Valve Box	EA	25	$250.00	$6,250.00
Valve Box Ext	EA	25	$100.00	$2,500.00
Fire Hydrant Assembly	EA	7	$6,150.00	$43,050.00
1" Long Dual Service	EA	9	$2,000.00	$18,000.00
3/4" Single Service Connection	EA	2	$1,800.00	$3,600.00
Sample Points	EA	5	$565.00	$2,825.00

Total Cost of Water Improvements = $440,131.50

Total Cost of Constructed Improvements = $1,288,836.50

City of Broken Arrow

Request for Action

File #: 26-588, **Version:** 1

Broken Arrow City Council
Meeting of: 05/05/2026

Title:
Ratification of the Claims List Check Register Dated April 27, 2026

Background:
Council on September 3, 2019 approved Ordinance No. 3601 allowing ratification of the claims list. For the period from April 13, 2026 through April 27, 2026 Checks, V-Cards (single use electronic credit cards) or ACH (direct payments to the vendors bank by the federal reserve automated clearing house) were processed for a total of $7,186,149.93 for the various funds.

Governmental Funds	$5,452,456.88
BAMA	$1,733,693.05
BAEDA	$ 0.00
Total	$7,186,149.93

A summary by funds and detail are attached.

Cost: $5,452,456.88

Funding Source: General Fund and Miscellaneous Funds

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Check Register dated April 27, 2026

Recommendation:..recommend
Ratify Claims List Check Register dated 04/27/2026

City of Broken Arrow
Check Register by Fund

RECAP

FUND	DESCRIPTION	AMOUNT	INVOICE COUNT
110	GENERAL	204,145.59	613
220	BA MUNICIPAL AUTHORITY	1,733,693.05	724
227	CVB-HOTEL MOTEL	2,718.67	39
329	VEHICLE REPLACEMENT FUND	159,908.84	11
330	SALES TAX CAPITAL IMPROVEMENT	301,189.79	16
335	CDBG	2,290.00	1
341	ALCOHOL ENFORCEMENTS	76.00	1
342	STREET LIGHT FUND	6,114.85	12
343	STREET SALES TAX FUND	1,253.50	1
344	PS SALES TAX POLICE	293,760.66	310
345	PS SALES TAX FIRE	127,587.69	170
349	OPIOID SETTLEMENT FUND	50,388.56	2
592	2014 BOND ISSUE	72,255.70	3
593	2018 BOND ISSUE	736,398.74	13
660	WORKERS COMPENSATIONS	66,625.44	16
661	GROUP HEALTH AND LIFE	6,454.44	3
770	DEBT SERVICE GO BOND	3,416,784.41	9
882	AGENCY FUND DEPOSITS	4,504.00	10
Total		7,186,149.93	1,954

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/16/2026	338058	4633	COLONIAL LIFE & ACCIDENT	195529	Payroll Run 1 - Warrant 260327	110 |218590|		2026/9	2,793.50
						Total For Check # 338058			**2,793.50**
04/16/2026	338067	761	LISA FORD	MLG 04082026	OML LEGISLATIVE RECEPTION	1101700 |550030|		2026/10	166.17
						Total For Check # 338067			**166.17**
04/16/2026	338069	1857	MICHAEL SPURGEON	MLG 04082026	MILEAGE/TOLLS OML LEGISLATIVE	1101300 |550030|		2026/10	178.72
						Total For Check # 338069			**178.72**
04/16/2026	338071	1699	MOMENTUM SERVICES LLC	20089195	20089195 04/06/2026	1101415 |530870|		2026/10	140.00
						Total For Check # 338071			**140.00**
04/16/2026	338073	1344	OKLAHOMA UNIFORM BUILDING	MARCH 2026	OUBCC FEES FOR MAR 2026 (PERMIT	110 |280300|		2026/10	2,312.00
						Total For Check # 338073			**2,312.00**
04/16/2026	338096	5216	918 WRECKER SERVICE INC.	26-328239	TOW SERVICE FOR UNIT 2024 PARTS	1106000 |540200|		2026/10	260.00
						Total For Check # 338096			**260.00**
04/16/2026	338100	149	AMERICAN ELECTRIC	058-747-0-7 03312026	FY26 ANNUAL AGREEMENT 959-058-747-	1106000 |550410|		2026/10	227.99
				550-797-0-3 03312026	FY26 ANNUAL AGREEMENT 958-550-797-	1106000 |550410|		2026/10	164.73
				393-103-0-6 03232026	FY26 ANNUAL AGREEMENT 959-393-103-	1101315 |550250|		2026/10	65.46
				393-103-0-6 03232026	FY26 ANNUAL AGREEMENT 959-393-103-	1101700 |550250|		2026/10	2,981.45
						Total For Check # 338100			**3,439.63**
04/16/2026	338101	4940	ALPHA AWARDS AND	INV-2715	INV-2715 04/08/2026	1101700 |560230|		2026/10	15.00
						Total For Check # 338101			**15.00**
04/16/2026	338102	4935	AMAZON.COM SALES INC	1P3X-K144-FWXN	office supplies	1105300 |560030|		2026/10	54.49
				16LR-XWCV-ML6X	Office Supplies	1101700 |550890|	2617140	2026/10	195.48
				1RPG-FRCM-VW74	SUPPLIES	1101501 |560230|		2026/10	19.98
				11LV-3WXL-3PPL	BOOKS FOR LEGAL - ABIGAIL WAGNER	1101010 |560280|		2026/10	31.58
				11LV-3WXL-3L6T	office supplies	1101315 |560030|		2026/10	20.69
				11LV-3WXL-3L6T	office supplies	1101315 |560230|		2026/10	7.10
				1NRH-LQ4H-9RG4	Recreation Supplies RH	1106002 |560330|		2026/10	44.49
				1GKT-3D33-K6L1	Recreation Supplies RH	1106002 |560330|		2026/10	184.25
				14GL-Y6V4-6RWY	CHARGING CABLE FOR MTNC	1106000 |560230|		2026/10	9.99
				1493-Y9C6-373F	ITEM: Brother QL-800 High-Speed	1101400 |560240|		2026/10	107.97
				13YH-QTG9-9TGH	Office Supplies	1101102 |560240|		2026/10	109.99

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				1R67-Q67T-7WFC	WEED EATER & BACKPACK BLOWER	1106000 |560310|		2026/10	43.88
				1PRV-D49W-XLR3	ITEM: Scotch Desktop Tape Dispenser,	1101400 |560030|		2026/10	128.07
				1HQW-4WN1-N3ND	RECREATION SUPPLIES RH	1106002 |560330|		2026/10	124.98
						Total For Check # 338102			**1,082.94**
04/16/2026	338107	73	AT&T	05-34843224 04012026	918 105-3484 322 4 APR 1, 2026	1101700 |550220|		2026/10	31.01
						Total For Check # 338107			**31.01**
04/16/2026	338110	4666	BLUEJAY PROPERTIES LLC	MAY 2026	REAL PROPERTY RENTAL OR LEASE	1101315 |540330|		2026/10	1,750.00
						Total For Check # 338110			**1,750.00**
04/16/2026	338111	4514	BRADLEY WERNER, LLC	24378	PROFESSIONAL SERVICES FOR OCT 25 -	1101010 |530080|		2026/10	1,937.50
				24425	PROFESSIONAL SERVICES FOR OCT 25 -	1101010 |530080|		2026/10	1,085.00
				24509	PROFESSIONAL SERVICES FOR OCT 25 -	1101010 |530080|		2026/10	775.00
				24585	PROFESSIONAL SERVICES FOR OCT 25 -	1101010 |530080|		2026/10	2,170.00
						Total For Check # 338111			**5,967.50**
04/16/2026	338113	20	BROKEN ARROW LAWN &	131730	BLANKET PO FOR MISC	1106000 |560310|		2026/10	39.55
						Total For Check # 338113			**39.55**
04/16/2026	338117	37	CINTAS CORPORATION	5328114401	FIRST AID CABINET RESTOCK	1106005 |560230|		2026/10	35.52
				9366139819	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	198.00
				9366137360	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	297.00
				9366137366	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	99.00
				9366139815	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	198.00
				9366126451	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	99.00
				9366131257	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	99.00
				9366126455	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	99.00
				9366124662	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	99.00
				9366111298	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	99.00
				9366078504	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	99.00
				9366102050	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	99.00
				9366138522	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	99.00
				9366118817	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	99.00
				9366077798	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	99.00
				9366131263	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	396.00
				9366138498	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	99.00
				9366078189	CITY COUNCIL APPROVED 05/07/24	1101102 |540330|		2026/10	99.00

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				5328647310	BLANKET PO FOR ALL DEPARTMENT	1101800 |560230|		2026/10	58.33
				5328727409	BLANKET PO FOR ALL DEPARTMENT	1106000 |560230|		2026/10	55.49
						Total For Check # 338117			**2,525.34**
04/16/2026	338118	996	CITY OF BROKEN ARROW	195525	Payroll Run 1 - Warrant 260327	110 |218180|		2026/9	512.50
				195525	Payroll Run 1 - Warrant 260327	110 |218360|		2026/9	3,707.03
						Total For Check # 338118			**4,219.53**
04/16/2026	338119	1391	CLEAN THE UNIFORM CO	52186060	52186060 04/01/2026	1106000 |540310|		2026/10	33.04
				52186060	52186060 04/01/2026	1106003 |540310|		2026/10	47.68
				52187172	52187172 04/08/2026	1106002 |540330|		2026/10	26.19
				52187650	52187650 04/10/2026	1106002 |540330|		2026/10	33.17
				52187645	52187645 04/10/2026	1105310 |540310|		2026/10	130.98
				52186542	52186542 04/03/2026	1105310 |540310|		2026/10	130.98
				52187643	52187643 04/10/2026	1105315 |540310|		2026/10	19.57
				52187643	52187643 04/10/2026	1105300 |540310|		2026/10	130.32
				52187643	52187643 04/10/2026	1105300 |540330|		2026/10	13.49
				52186540	52186540 04/03/2026	1105315 |540310|		2026/10	19.57
				52186540	52186540 04/03/2026	1105300 |540310|		2026/10	130.32
				52186540	52186540 04/03/2026	1105300 |540330|		2026/10	13.49
						Total For Check # 338119			**728.80**
04/16/2026	338122	882	COX COMMUNICATIONS	069285801 04062026	FY26 ANNUAL AGREEMENT 001 6311	1101700 |550540|		2026/10	1,920.65
						Total For Check # 338122			**1,920.65**
04/16/2026	338124	2471	DEBRA WIMPEE	MLG 04082026	OML LEGISLATIVE RECEPTION	1101700 |550030|		2026/10	168.13
						Total For Check # 338124			**168.13**
04/16/2026	338129	64	FEDERAL EXPRESS	9-239-17231	1119-1744-2 04/02/2026 9-239-17231	1101200 |550390|		2026/10	7.13
						Total For Check # 338129			**7.13**
04/16/2026	338132	153	GELLCO UNIFORMS & SHOES	00307856	BLANKET PO FOR UNIFORMS/BOOTS	1106002 |560100|		2026/10	200.00
						Total For Check # 338132			**200.00**
04/16/2026	338135	3223	GORDON OUTDOOR	44328	BILLBOARD ADVERTISING FOR APRIL	1101315 |530870|		2026/10	750.00
						Total For Check # 338135			**750.00**
04/16/2026	338137	1244	GRANICUS, INC.	225121A	GOVACCESS 4/3/26-4/2/27 10	1101310 |530870|		2026/10	10.00

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			226748	Granicus Subscription Renewal	1101400 |540550|		2026/10	11,639.55
					Total For Check # 338137			**11,649.55**
04/16/2026	338141	4978 HIPOWER SYSTEMS	2026-053	BLANKET PO FOR BID# 26.122	1101700 |540280|		2026/10	308.55
			2026-053	BLANKET PO FOR BID# 26.122	1105300 |540280|		2026/10	154.28
					Total For Check # 338141			**462.83**
04/16/2026	338143	115 INCOG	227877	4TH QTR MEMBERHIP DUES FY 2026	1101700 |530850|		2026/10	11,639.88
			227869	4TH QTR COALITION OF TULSA AREA	1101700 |530850|		2026/10	2,519.38
					Total For Check # 338143			**14,159.26**
04/16/2026	338146	5131 KEVIN BEHE	15872	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.34
			15872	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.99
			15872	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.96
			15872	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.67
			15872	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.91
			15872	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.48
			15909	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.44
			15909	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	2.38
			15909	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	1.15
			15909	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	2.00
			15909	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	2.29
			15909	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.57
			15894	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.22
			15894	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.19
			15894	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.57
			15894	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.00
			15894	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.14
			15894	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.29
			15895	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.44
			15895	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	2.38
			15895	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	1.15
			15895	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	2.00
			15895	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	2.29
			15895	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.57
			15959	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.35
			15959	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.99
			15959	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.95

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			15959	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.67
			15959	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.91
			15959	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.48
			15954	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.48
			15954	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	2.58
			15954	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	1.24
			15954	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	2.17
			15954	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	2.48
			15954	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.62
			15952	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.30
			15952	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.59
			15952	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.76
			15952	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.34
			15952	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.52
			15952	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.38
			15953	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.34
			15953	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.99
			15953	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.96
			15953	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.67
			15953	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.91
			15953	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.48
			15955	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.35
			15955	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.99
			15955	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.95
			15955	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.67
			15955	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.91
			15955	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.48
			15956	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.34
			15956	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.99
			15956	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.96
			15956	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.67
			15956	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.91
			15956	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.48
			15957	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.35
			15957	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.99
			15957	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.95
			15957	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.67
			15957	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.91

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			15957	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.48
			15958	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.34
			15958	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.99
			15958	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.96
			15958	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.67
			15958	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.91
			15958	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.48
			15910	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.44
			15910	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	2.38
			15910	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	1.15
			15910	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	2.00
			15910	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	2.29
			15910	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.57
			15896	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.24
			15896	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.19
			15896	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.57
			15896	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.00
			15896	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.14
			15896	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.28
			15897	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.47
			15897	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	2.58
			15897	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	1.24
			15897	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	2.17
			15897	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	2.48
			15897	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.62
			15898	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.44
			15898	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	2.38
			15898	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	1.15
			15898	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	2.00
			15898	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	2.29
			15898	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.57
			15899	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.30
			15899	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.59
			15899	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.76
			15899	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.34
			15899	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.52
			15899	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.38
			15900	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.29

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			15900	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.59
			15900	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.76
			15900	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.33
			15900	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.52
			15900	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.38
			15901	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.30
			15901	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.59
			15901	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.76
			15901	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.34
			15901	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.52
			15901	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.38
			15907	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.48
			15907	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	2.58
			15907	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	1.24
			15907	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	2.17
			15907	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	2.48
			15907	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.62
			15911	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.94
			15911	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	5.17
			15911	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	2.48
			15911	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	4.34
			15911	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	4.96
			15911	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	1.23
			15903	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.34
			15903	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.99
			15903	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.96
			15903	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.67
			15903	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.91
			15903	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.48
			15951	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.48
			15951	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	2.58
			15951	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	1.24
			15951	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	2.17
			15951	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	2.48
			15951	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.62
			15891	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.29
			15891	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.60
			15891	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.76

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			15891	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.33
			15891	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.52
			15891	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.38
			15890	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.36
			15890	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.99
			15890	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.96
			15890	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.67
			15890	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.91
			15890	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.47
			15892	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.36
			15892	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.99
			15892	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.96
			15892	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.67
			15892	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.91
			15892	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.47
			15893	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.34
			15893	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.99
			15893	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.96
			15893	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.67
			15893	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.91
			15893	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.48
					Total For Check #	**338146**		**211.83**
04/16/2026	338148	124 KIMS INTERNATIONAL	0156085-IN	BLANKET PO - MISC. FITTINGS	1105300 |560230|		2026/10	58.62
			0156064-IN	BLANKET PO - MISC. FITTINGS	1105300 |540200|		2026/10	31.34
			0156031-IN	BLANKET PO - MISC. FITTINGS	1105300 |540200|		2026/10	41.74
					Total For Check #	**338148**		**131.70**
04/16/2026	338153	131 LOCKE SUPPLY COMPANY	57996796-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/10	13.18
			57960094-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/10	52.72
			57977288-00	BLANKET PO FOR PLUMBING &	1105315 |560180|		2026/10	152.05
			57977361-00	BLANKET PO FOR PLUMBING &	1105315 |560180|		2026/10	22.04
			57981788-00	BLANKET PO FOR PLUMBING &	1101700 |560180|		2026/10	137.97
					Total For Check #	**338153**		**377.96**
04/16/2026	338154	4290 HEIDI HARTMAN	4256	CONSULTING FEE FOR COBA U	1101102 |550890|		2026/10	4,331.00
					Total For Check #	**338154**		**4,331.00**

City of Broken Arrow
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04/16/2026	338156	5475	MATRIX IMAGING SOLUTIONS	DP2601619	UTILITY BILLING PRINTING	1101310 |550360|		2026/10	147.73
						Total For Check # 338156			**147.73**
04/16/2026	338157	537	MCAFEE & TAFT	817412	817412 04/03/2026	1101700 |530080|		2026/10	150.00
						Total For Check # 338157			**150.00**
04/16/2026	338160	25	NAPA AUTO PARTS	024911	1372	1106000 |560200|		2026/10	4.25
				024911	230266	1106000 |560200|		2026/10	10.91
				024911	200906	1106000 |560200|		2026/10	18.53
				024911	115	1106000 |560210|		2026/10	15.50
				024911	5W30BULK	1106000 |560210|		2026/10	30.48
				024912	X004LCCOU3	1106002 |560200|		2026/10	73.31
				024912	502	1106002 |560200|		2026/10	45.44
				024912	927658	1106002 |560200|		2026/10	46.02
				024920	1334	1106000 |560200|		2026/10	4.25
				024920	1496	1106000 |560200|		2026/10	48.85
				024920	1456	1106000 |560200|		2026/10	41.16
				024920	600176	1106000 |560200|		2026/10	20.16
				024920	1252915	1106000 |560200|		2026/10	58.00
				024920	6671	1106000 |560200|		2026/10	24.75
				024920	6672	1106000 |560200|		2026/10	20.80
				024920	15W40BULK	1106000 |560210|		2026/10	21.54
				024920	2413	1106000 |560230|		2026/10	6.34
				024922	MT34	1106000 |560200|		2026/10	176.67
				024929	GR14CHTR	1106005 |560210|		2026/10	51.30
				024930	C10X153	1101700 |560230|		2026/10	323.00
				024930	412	1101700 |560230|		2026/10	9.22
				024930		1101700 |560230|		2026/10	10.00
				024934	281GDFJPB5RF	1105300 |560200|		2026/10	2,888.89
				024934		1105300 |560200|		2026/10	65.00
						Total For Check # 338160			**4,014.37**
04/16/2026	338164	1706	OKLAHOMA DEPT OF	OKG-027	OKG-027 04/02/2026	1105315 |530110|		2026/10	800.00
						Total For Check # 338164			**800.00**
04/16/2026	338167	96	OTA PIKEPASS CENTER	20260392753	20260392753 03/31/2026	1105310 |550030|		2026/10	10.32
				20260392753	20260392753 03/31/2026	1101200 |550030|		2026/10	8.13
				20260392753	20260392753 03/31/2026	1101310 |550030|		2026/10	14.70

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				20260392753	20260392753 03/31/2026	1101400 |550030|		2026/10	10.80
				20260392753	20260392753 03/31/2026	1101415 |550030|		2026/10	25.30
				20260392753	20260392753 03/31/2026	1101700 |550030|		2026/10	49.88
				20260392753	20260392753 03/31/2026	1101800 |550030|		2026/10	14.42
				20260392753	20260392753 03/31/2026	1105300 |550030|		2026/10	339.81
				20260392753	20260392753 03/31/2026	1106000 |550030|		2026/10	55.63
						Total For Check # 338167			**528.99**
04/16/2026	338168	1703	PEYDAY REALTY LLC	MAY 2026	REAL PROPERTY RENTAL OR LEASE	1101700 |540330|		2026/10	4,316.67
						Total For Check # 338168			**4,316.67**
04/16/2026	338172	3437	QUIK PRINT OF TULSA INC	118541	NOS SHOP 18oz. vinyl double-stitched	1106000 |560180|		2026/10	927.82
						Total For Check # 338172			**927.82**
04/16/2026	338174	5481	RINGCENTRAL, INC.	INVA843953814	Final PS services from RC	1101200 |540550|		2026/10	7,770.85
				CD_001391398	Ring Central MRC for Fiscal 26	1101010 |550220|		2026/10	120.41
				CD_001391398	Ring Central MRC for Fiscal 26	1101102 |550220|		2026/10	160.91
				CD_001391398	Ring Central MRC for Fiscal 26	1101200 |550220|		2026/10	2,316.24
				CD_001391398	Ring Central MRC for Fiscal 26	1101300 |550220|		2026/10	214.86
				CD_001391398	Ring Central MRC for Fiscal 26	1101400 |550220|		2026/10	536.66
				CD_001391398	Ring Central MRC for Fiscal 26	1101501 |550220|		2026/10	201.37
				CD_001391398	Ring Central MRC for Fiscal 26	1101800 |550220|		2026/10	80.93
				CD_001391398	Ring Central MRC for Fiscal 26	1105300 |550220|		2026/10	80.93
				CD_001391398	Ring Central MRC for Fiscal 26	1105310 |550220|		2026/10	13.49
				CD_001391398	Ring Central MRC for Fiscal 26	1106000 |550220|		2026/10	187.88
				CD_001391398	Ring Central MRC for Fiscal 26	1106002 |550220|		2026/10	53.96
				CD_001391398	Ring Central MRC for Fiscal 26	1106005 |550220|		2026/10	26.98
						Total For Check # 338174			**11,765.47**
04/16/2026	338177	201	ROYAL PRINTING	67597	NEW MAGNETIC BADGES	1101200 |560030|		2026/10	49.50
						Total For Check # 338177			**49.50**
04/16/2026	338178	1725	RUSH TRUCK CENTERS OF	3045350945	UNIT # 2576 JEFF BOHNER	1105300 |540200|		2026/10	424.86
						Total For Check # 338178			**424.86**
04/16/2026	338180	5641	SECOND SPONSOR LLC	1019	GO BOND AI CONTACT CENTER (MARCH	1101310 |530870|		2026/10	1,000.00
						Total For Check # 338180			**1,000.00**

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04/16/2026	338182	81	SHERWIN WILLIAMS CO	70386163730226	BLANKET PO FOR PAINT SUPPLIES	1106002 |560180|		2026/10	31.95
				59420119790426	BLANKET PO FOR PAINT SUPPLIES	1106004 |560180|		2026/10	31.95
						Total For Check # 338182			**63.90**
04/16/2026	338184	2144	SITE ONE LANDSCAPE SUPPLY	164390732-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/10	73.26
				164204160-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/10	168.18
				163685980-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/10	230.17
				164350364-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/10	131.54
				164136511-001	BLANKET PO FOR IRRIGATION	1106003 |560700|		2026/10	164.61
				164164526-001	BLANKET PO FOR IRRIGATION	1106003 |560340|		2026/10	286.40
				164300038-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/10	132.00
				163970507-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/10	20.90
				163986478-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/10	3.38
				164038529-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/10	23.82
				164107461-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/10	90.11
						Total For Check # 338184			**1,324.37**
04/16/2026	338188	1131	SPRING CREEK NURSERY	227767	BLANKET PO FOR NURSERY STOCK	1106003 |560700|		2026/10	209.50
						Total For Check # 338188			**209.50**
04/16/2026	338190	1655	STEVEN LIDDELL SMITH	4262	RDFM ENTERTAINMENT	1101400 |540280|		2026/10	300.00
						Total For Check # 338190			**300.00**
04/16/2026	338193	3496	TEAM PROFESSIONAL	142624	PRE EMPLOYMENT DRUG SCREENINGS	1101102 |530020|		2026/10	5,903.00
				142623	DRUG & ALCOHOL TESTING RANDOM &	1101102 |530020|		2026/10	1,790.00
						Total For Check # 338193			**7,693.00**
04/16/2026	338196	5436	THE ORSUS GROUP, INC	45644	PRE EMPLOYMENT BACKGROUND	1101102 |530870|		2026/10	2,360.72
						Total For Check # 338196			**2,360.72**
04/16/2026	338199	255	TULSA COUNTY CLERK	373	FILINGS AT COURT HOUSE APRIL 2026	1101700 |550860|		2026/10	718.00
						Total For Check # 338199			**718.00**
04/16/2026	338202	4597	TULSA TOPSOIL INC	25701	BLANKET PO FOR TOP SOIL	1101415 |530870|		2026/10	1,100.00
						Total For Check # 338202			**1,100.00**
04/16/2026	338203	949	TULSA WINNELSON COMPANY	699012 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/10	180.00
				698548 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/10	526.30

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				696371 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/10	534.31
				698964 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/10	552.10
				698614 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/10	260.48
				697941 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/10	117.68
						Total For Check # 338203			**2,170.87**
04/16/2026	338216	376	WAGONER COUNTY CLERK	26-3187	FILINGS AT THE COURT HOUSE MARCH,	1101700 |550860|		2026/10	18.00
				26-3369	FILINGS AT THE COURT HOUSE MARCH,	1101700 |550860|		2026/10	18.00
				26-3572	FILINGS AT THE COURT HOUSE MARCH,	1101700 |550860|		2026/10	18.00
				26-3610	FILINGS AT THE COURT HOUSE MARCH,	1101700 |550860|		2026/10	18.00
				26-3671	FILINGS AT THE COURT HOUSE MARCH,	1101700 |550860|		2026/10	18.00
				26-2613	FILINGS AT THE COURT HOUSE MARCH,	1101700 |550860|		2026/10	72.00
				26-2654	FILINGS AT THE COURT HOUSE MARCH,	1101700 |550860|		2026/10	72.00
				26-2698	FILINGS AT THE COURT HOUSE MARCH,	1101700 |550860|		2026/10	46.00
				26-2704	FILINGS AT THE COURT HOUSE MARCH,	1101700 |550860|		2026/10	18.00
				26-2939	FILINGS AT THE COURT HOUSE MARCH,	1101700 |550860|		2026/10	18.00
				26-3100	FILINGS AT THE COURT HOUSE MARCH,	1101700 |550860|		2026/10	36.00
						Total For Check # 338216			**352.00**
04/16/2026	338218	24	WEST THOMSON REUTERS	853398379	853398379 04/01/2026	1101010 |560280|		2026/10	2,393.52
						Total For Check # 338218			**2,393.52**
04/16/2026	338219	1095	WINDSTREAM HOLDINGS II LLC	100738909 04032026	FY26 ANNUAL 100738909 APRIL 03, 2026	1106004 |550220|		2026/10	378.62
						Total For Check # 338219			**378.62**
04/23/2026	338223	5677	2 POPS CATERING LLC	42873613393	42873613393 20% DEPOSIT FOR	1101700 |550890|	2617140	2026/10	899.35
						Total For Check # 338223			**899.35**
04/23/2026	338226	3371	BRENT BRASSFIELD	EMP 04152026	PARKING FOR MAIN STREET CONF	1101315 |550030|		2026/10	10.00
						Total For Check # 338226			**10.00**
04/23/2026	338228	4479	DAVID GRAHAM PARKER	MLG 04022026	MILEAGE/TOLL REIM COBA TO	1101010 |550030|		2026/10	84.54
						Total For Check # 338228			**84.54**
04/23/2026	338229	4181	ERIN HOFENER	EMP 04132026	3 DAYS OF PARKING & 1 LUNCH MAIN	1101315 |550030|		2026/10	10.00
				EMP 04142026	3 DAYS OF PARKING & 1 LUNCH MAIN	1101315 |550030|		2026/10	10.00
				EMP 04152026	3 DAYS OF PARKING & 1 LUNCH MAIN	1101315 |550030|		2026/10	10.00
				EMP 04132026A	3 DAYS OF PARKING & 1 LUNCH MAIN	1101315 |550030|		2026/10	26.10

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					Total For Check # 338229			**56.10**
04/23/2026	338233	999900 OTP - AR REFUNDS	20402	EMS REFUND 09/03/2025	11020 |442040|		2026/10	86.62
					Total For Check # 338233			**86.62**
04/23/2026	338234		22888	EMS REFUND NOV 27, 2025 SARAH	11020 |442040|		2026/10	944.74
					Total For Check # 338234			**944.74**
04/23/2026	338235		12413 04072026	12413 DEC 14, 2025 CAMBRAE GARBA	11020 |442040|		2026/10	859.08
					Total For Check # 338235			**859.08**
04/23/2026	338236		15047	EMS REFUND MARCH 6, 2025 SINDI	11020 |442040|		2026/10	1,825.08
					Total For Check # 338236			**1,825.08**
04/23/2026	338237		17189	EMS REFUND MAY 13, 2025 SINDI	11020 |442040|		2026/10	1,713.08
					Total For Check # 338237			**1,713.08**
04/23/2026	338239		103797685	103797685 APRIL 15, 2026 REFUND FOR	110 |229090|		2026/10	10.00
					Total For Check # 338239			**10.00**
04/23/2026	338240	999907 OTP - COURT REFUNDS	0001047	416184-1	110 |451020|		2026/9	128.98
					Total For Check # 338240			**128.98**
04/23/2026	338242		0001073	385937-1	110 |451020|		2026/10	124.17
					Total For Check # 338242			**124.17**
04/23/2026	338243		0001077	E0001539-1	110 |451020|		2026/10	55.30
					Total For Check # 338243			**55.30**
04/23/2026	338246		0001079	837124-1	110 |451020|		2026/10	55.74
					Total For Check # 338246			**55.74**
04/23/2026	338247		0001078	E954193-1	110 |451020|		2026/10	62.09
					Total For Check # 338247			**62.09**
04/23/2026	338248		0001072	E932220-1	110 |451020|		2026/10	23.88
					Total For Check # 338248			**23.88**

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04/23/2026	338249			0001075	719575-1	110 |451020|		2026/10	176.67
						Total For Check # 338249			**176.67**
04/23/2026	338250			0001076	893803-1	110 |451020|		2026/10	13.06
						Total For Check # 338250			**13.06**
04/23/2026	338252			0001074	731694-1	110 |451020|		2026/10	64.58
						Total For Check # 338252			**64.58**
04/23/2026	338254			0001070	866691-1	110 |451020|		2026/10	142.48
						Total For Check # 338254			**142.48**
04/23/2026	338255	4741	SHANNON NEWBY	T&A 04072026	AIRPORT SHUTTLE FOR TYLER	1101102 |550030|		2026/10	28.00
						Total For Check # 338255			**28.00**
04/23/2026	338257	5548	TRAVIS STEPHENS	EMP 04132026	NAIOP MONTHLY BREAKFAST	1101315 |530110|		2026/10	15.00
						Total For Check # 338257			**15.00**
04/23/2026	338259	5216	918 WRECKER SERVICE INC.	26-329992	26-329992 APRIL 16, 2026	1106003 |540200|		2026/10	60.00
						Total For Check # 338259			**60.00**
04/23/2026	338261	1092	WESTLAKE HARDWARE INC	8038935	BLANKET PO FOR MISC ITEMS	1106002 |560230|		2026/10	27.66
				8038881	BLANKET PO FOR MISC ITEMS	1106000 |560230|		2026/10	26.98
						Total For Check # 338261			**54.64**
04/23/2026	338263	149	AMERICAN ELECTRIC	162-909-0-6 04162026	FY26 ANNUAL AGREEMENT - 954-162-	1101700 |550250|		2026/10	24.29
				937-903-0-2 04012026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550250|		2026/10	4,325.32
				937-903-0-2 04012026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550400|		2026/10	1,788.19
				937-903-0-2 04012026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550410|		2026/10	1,791.11
				937-903-0-2 04012026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550420|		2026/10	3,158.35
				937-903-0-2 04012026	FY26 ANNUAL AGREEMENT 959-937-903-	1106000 |550430|		2026/10	928.78
				041-990-0-6 04172026	FY26 ANNUAL AGREEMENT 951-183-137-	1106001 |550250|		2026/10	806.95
						Total For Check # 338263			**12,822.99**
04/23/2026	338264	1241	ALL MAINTENANCE SUPPLY INC	00153162-01	Dispenser for toilet tissue-Bruce L.	1106000 |560180|		2026/10	100.79
						Total For Check # 338264			**100.79**
04/23/2026	338265	4984	ALLIANT INSURANCE	3486185	3486185 04/07/2026	1101102 |550280|		2026/10	3,915.00

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						Total For Check #	**338265**		**3,915.00**
04/23/2026	338266	4935	AMAZON.COM SALES INC	19JY-GVDT-99WL	ITEM: Safco 1850MH Machine Stand, 2-	1101800 |560230|		2026/10	65.22
				19JY-GVDT-99WL	ITEM: Safco 1850MH Machine Stand, 2-	1101800 |560240|		2026/10	364.99
				1D73-HK4W-GGT9	ITEM: Epson SIJIC18(K) Original Ink	1101400 |560030|		2026/10	81.28
				1MHD-H19K-LTNF	bathroom lock	1106000 |560230|		2026/10	14.10
				13GH-RKDV-9X6R	Office Supplies	1101102 |560030|		2026/10	115.47
				1CJV-YTCR-GXWL	RECREATION SUPPLIES	1106002 |560330|		2026/10	45.68
				1M6H-3MHK-C6XC	ITEM: Uniball Jetstream Ballpoint Pens,	1101800 |560030|		2026/10	16.14
				1H6W-NVPD-CFG4	office Supplies	1101102 |550890|		2026/10	242.80
				1H6W-NVPD-CFG4	office Supplies	1101102 |560030|		2026/10	20.89
				1TFW-7NYR-JYL1	ITEM: Sharpie King Size Permanent	1105300 |560030|		2026/10	72.82
				1TJL-PCML-M37T	Recreation Supplies RH	1106002 |560330|		2026/10	131.64
						Total For Check #	**338266**		**1,171.03**
04/23/2026	338267	3840	AMERICAN EXPRESS	MAR 2026	MARCH 2026 AMEX ONE AP FEES	1101501 |540550|		2026/10	200.00
						Total For Check #	**338267**		**200.00**
04/23/2026	338273	885	ATWOOD DISTRIBUTING LP	3824	BLANKET PO SAFETY SHOES & MISC	1106000 |560180|		2026/10	3.49
				3825	BLANKET PO SAFETY SHOES & MISC	1105300 |560230|		2026/10	17.99
				3821	BLANKET PO SAFETY SHOES & MISC	1105300 |560230|		2026/10	29.97
				3807	BLANKET PO SAFETY SHOES & MISC	1106000 |560180|		2026/10	89.97
				3807	BLANKET PO SAFETY SHOES & MISC	1106000 |560230|		2026/10	23.98
				3826	BLANKET PO SAFETY SHOES & MISC	1106000 |560340|		2026/10	184.98
						Total For Check #	**338273**		**350.38**
04/23/2026	338280	5293	BLUEZOO, INC	1487	BlueZoo Maintenance renewal	1101200 |540550|		2026/10	8,553.60
						Total For Check #	**338280**		**8,553.60**
04/23/2026	338284	22	BROKEN ARROW SENIORS INC	42483	CASI CONTRACTUAL AGREEMENT MAR	1106002 |550100|		2026/10	1,220.38
				42483	CASI CONTRACTUAL AGREEMENT MAR	1106002 |550100|		2026/10	3,150.16
				42554	BASI CONTRACUTAL AGREEMENT APR	1106002 |550100|		2026/10	1,220.38
				42554	BASI CONTRACUTAL AGREEMENT APR	1106002 |550100|		2026/10	3,150.16
						Total For Check #	**338284**		**8,741.08**
04/23/2026	338290	633	CHICKASAW TELECOM INC	INV#64537	FortiNet Manager	1101200 |540550|		2026/10	5,227.74
						Total For Check #	**338290**		**5,227.74**

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04/23/2026	338291	3850	CHOUTEAU LIME CO INC	030008/1	Fertilizer	1106000 |560340|		2026/10	2,104.25
						Total For Check #	**338291**		**2,104.25**
04/23/2026	338292	37	CINTAS CORPORATION	5328893007	BLANKET PO FOR ALL DEPARTMENT	1106002 |560230|		2026/10	41.80
				5327987301	BLANKET PO FOR ALL DEPARTMENT	1106000 |560230|		2026/10	2.50
				5329937707	BLANKET PO FOR ALL DEPARTMENT	1101400 |560230|		2026/10	214.51
				5329937707	BLANKET PO FOR ALL DEPARTMENT	1101700 |560230|		2026/10	114.32
				5329937711	BLANKET PO FOR ALL DEPARTMENT	1106002 |560230|		2026/10	51.47
				5329937706	BLANKET PO FOR ALL DEPARTMENT	1101102 |560230|		2026/10	81.07
				5329937712	BLANKET PO FOR ALL DEPARTMENT	1101200 |560230|		2026/10	48.52
				5328727408	BLANKET PO FOR ALL DEPARTMENT	1106000 |560230|		2026/10	159.22
						Total For Check #	**338292**		**713.41**
04/23/2026	338294	1391	CLEAN THE UNIFORM CO	52187644	52187644 04/10/2026	1101415 |540310|		2026/10	49.01
				52186545	52186545 04/03/2026	1106000 |540310|		2026/10	134.76
				52186545	52186545 04/03/2026	1106000 |540330|		2026/10	0.34
				52187649	52187649 04/10/2026	1106000 |540310|		2026/10	134.76
				52187649	52187649 04/10/2026	1106000 |540330|		2026/10	0.34
				52187171	52187171 04/08/2026	1106000 |540310|		2026/10	33.04
				52187171	52187171 04/08/2026	1106003 |540310|		2026/10	47.68
				52181021	52181021 02/27/2026	1106002 |540330|		2026/10	33.17
				52183226	52183226 03/13/2026	1106002 |540330|		2026/10	33.17
				52187167	52187167 APRIL 8, 2026	1106005 |540310|		2026/10	10.15
				52187167	52187167 APRIL 8, 2026	1101700 |540330|		2026/10	9.79
				52186056	52186056 APRIL 1, 2026	1106005 |540310|		2026/10	10.15
				52186056	52186056 APRIL 1, 2026	1101700 |540330|		2026/10	24.49
				52188281	52188281 APRIL 15, 2026	1106005 |540330|		2026/10	1.32
						Total For Check #	**338294**		**522.17**
04/23/2026	338299	5323	COLUMN SOFTWARE PBC	9B37CAF5-0103	9B37CAF5-0103 02/26/2026	1101410 |550050|		2026/10	211.59
				9B37CAF5-0104	9B37CAF5-0104 03/20/2026	1101410 |550050|		2026/10	146.50
				9B37CAF5-0105	9B37CAF5-0105 03/26/2026	1101410 |550050|		2026/10	398.83
				9B37CAF5-0106	9B37CAF5-0106 APRIL 16, 2026	1101410 |550050|		2026/10	179.57
				9B37CAF5-0107	9B37CAF5-0107 APRIL 16, 2026	1101410 |550050|		2026/10	172.84
				9B37CAF5-0108	9B37CAF5-0108 APRIL 16, 2026	1101410 |550050|		2026/10	165.13
				9B37CAF5-0109	9B37CAF5-0109 APRIL 16, 2026	1101410 |550050|		2026/10	161.50
						Total For Check #	**338299**		**1,435.96**

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04/23/2026	338304	634	DELL MARKETING L.P.	10870050886	New Laptop for Cindy Arnold	1101501 |560240|		2026/10	1,714.89
				10870405723	New monitor for Kristin Ross	1101102 |560240|		2026/10	951.00
						Total For Check # 338304			**2,665.89**
04/23/2026	338310	1231	AT&T MOBILITY LLC	19339297X04082026	287319339297X04082026	1101102 |550540|		2026/10	77.69
				19339297X04082026	287319339297X04082026	1101200 |550540|		2026/10	243.24
				19339297X04082026	287319339297X04082026	1101400 |550540|		2026/10	40.54
				19339297X04082026	287319339297X04082026	1101700 |550540|		2026/10	40.54
				19339297X04082026	287319339297X04082026	1106004 |550540|		2026/10	43.54
				19339297X04082026	287319339297X04082026	1105300 |550540|		2026/10	413.63
						Total For Check # 338310			**859.18**
04/23/2026	338311			19128175x04082026	287319128175x04082026	1101300 |550220|		2026/10	47.40
				19128175x04082026	287319128175x04082026	1101415 |550220|		2026/10	617.49
				19128175x04082026	287319128175x04082026	1105310 |550220|		2026/10	19.27
				19128175x04082026	287319128175x04082026	1106000 |550220|		2026/10	38.54
				19128175x04082026	287319128175x04082026	1106005 |550220|		2026/10	47.40
				19128175x04082026	287319128175x04082026	1101010 |550540|		2026/10	202.70
				19128175x04082026	287319128175x04082026	1101102 |550540|		2026/10	81.08
				19128175x04082026	287319128175x04082026	1101200 |550540|		2026/10	488.99
				19128175x04082026	287319128175x04082026	1101300 |550540|		2026/10	156.80
				19128175x04082026	287319128175x04082026	1101400 |550540|		2026/10	183.39
				19128175x04082026	287319128175x04082026	1101410 |550540|		2026/10	75.72
				19128175x04082026	287319128175x04082026	1101415 |550540|		2026/10	547.64
				19128175x04082026	287319128175x04082026	1101501 |550540|		2026/10	87.94
				19128175x04082026	287319128175x04082026	1101700 |550540|		2026/10	222.58
				19128175x04082026	287319128175x04082026	1105310 |550540|		2026/10	556.06
				19128175x04082026	287319128175x04082026	1106000 |550540|		2026/10	242.94
				19128175x04082026	287319128175x04082026	1106002 |550540|		2026/10	263.12
				19128175x04082026	287319128175x04082026	1106004 |550540|		2026/10	43.54
				19128175x04082026	287319128175x04082026	1101200 |560240|		2026/10	2,943.45
						Total For Check # 338311			**6,866.05**
04/23/2026	338315	153	GELLCO UNIFORMS & SHOES	00307894	BLANKET PO FOR UNIFORMS/BOOTS	1106002 |560100|		2026/10	197.99
						Total For Check # 338315			**197.99**
04/23/2026	338317	1626	GOVERNMENTJOBS.COM INC.	INV-156807	INV--156807 04/10/2026	1101102 |540550|		2026/10	142.00
						Total For Check # 338317			**142.00**

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04/23/2026	338318	5026	DALE GRAHAM	313	313 04/09/2026	1106004 |540070|		2026/10	1,015.00
						Total For Check # 338318			**1,015.00**
04/23/2026	338320	1244	GRANICUS, INC.	228311	228311 04/13/2026	1101800 |540550|		2026/10	1,502.01
						Total For Check # 338320			**1,502.01**
04/23/2026	338330	115	INCOG	227891 A	FY26 ANNUAL AGREEMENT	1101400 |530870|		2026/10	1,707.67
						Total For Check # 338330			**1,707.67**
04/23/2026	338333	3852	JAMEY HOOPER	121	RDFM ENTERTAINMENT 04/11/2026	1101400 |540280|		2026/10	200.00
						Total For Check # 338333			**200.00**
04/23/2026	338335	1560	JOHNNIE PARKS	MAY 2026	MAY 2026 CELL PHONE	1101700 |550220|		2026/10	80.00
						Total For Check # 338335			**80.00**
04/23/2026	338336	5131	KEVIN BEHE	16104	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.30
				16104	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.59
				16104	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.76
				16104	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.33
				16104	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.52
				16104	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.38
				15963	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.30
				15963	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.59
				15963	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.76
				15963	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.33
				15963	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.52
				15963	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.38
				16110	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.36
				16110	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.99
				16110	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.96
				16110	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.67
				16110	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.91
				16110	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.47
				16100	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.30
				16100	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.59
				16100	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.76
				16100	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.34

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			16100	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.52
			16100	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.38
			16106	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.22
			16106	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	1.19
			16106	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	0.57
			16106	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	1.00
			16106	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	1.14
			16106	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.29
			15964	CITY COUNCIL 07/14/25	1101200 |540070|		2026/10	0.58
			15964	CITY COUNCIL 07/14/25	1101700 |540070|		2026/10	3.18
			15964	CITY COUNCIL 07/14/25	1105300 |540070|		2026/10	1.53
			15964	CITY COUNCIL 07/14/25	1106000 |540070|		2026/10	2.67
			15964	CITY COUNCIL 07/14/25	1106002 |540070|		2026/10	3.05
			15964	CITY COUNCIL 07/14/25	1106005 |540070|		2026/10	0.76
					Total For Check #	**338336**		**41.19**
04/23/2026	338341	499 LESLIES POOL SUPPLIES INC	WPR9109427-0002	Blanket PO for Parks	1106002 |560230|		2026/10	254.88
			CPR13828-0001	Blanket PO for Parks	1106002 |560230|		2026/10	-38.64
					Total For Check #	**338341**		**216.24**
04/23/2026	338345	614 LIGHTING INC/BROKEN ARROW	S3482432.001	BLANKET PO FOR MISC. LIGHTING	1101700 |560180|		2026/10	14.74
					Total For Check #	**338345**		**14.74**
04/23/2026	338346	131 LOCKE SUPPLY COMPANY	58021171-00	BLANKET PO FOR PLUMBING &	1101700 |560180|		2026/10	19.25
			58021230-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/10	32.65
			58018179-00	BLANKET PO FOR PLUMBING &	1106002 |560180|		2026/10	26.36
			58050391-00	BLANKET PO FOR PLUMBING &	1106000 |560180|		2026/10	91.35
			57997803-00	BLANKET PO FOR PLUMBING &	1105315 |560180|		2026/10	55.94
			58046523-00	BLANKET PO FOR PLUMBING &	1106001 |560180|		2026/10	37.04
					Total For Check #	**338346**		**262.59**
04/23/2026	338354	25 NAPA AUTO PARTS	25202	6930	1105310 |560200|		2026/10	22.76
			25202	7620	1105310 |560200|		2026/10	6.59
			25202	600255NP	1105310 |560200|		2026/10	40.89
			25202	600112	1105310 |560200|		2026/10	50.99
			25202	4579	1105310 |560200|		2026/10	7.11
			25202	15W40BULK	1105310 |560210|		2026/10	57.00
			25202	2413	1105310 |560230|		2026/10	6.66

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			25230	7076	1106000 |560200|		2026/10	7.33
			25230	1740	1106000 |560200|		2026/10	42.05
			25230	R536698	1106000 |560200|		2026/10	29.42
			25230	550160	1106000 |560200|		2026/10	68.88
			25230	9221	1106000 |560200|		2026/10	33.89
			25230	9599	1106000 |560200|		2026/10	23.67
			25230	15W40BULK	1106000 |560210|		2026/10	38.00
			25236	4309656	1106005 |560190|		2026/10	496.88
			24979	1799	1106000 |560200|		2026/10	24.63
			24979	3403	1106000 |560200|		2026/10	12.23
			24979	3232	1106000 |560200|		2026/10	27.93
			24979	2253	1106000 |560200|		2026/10	42.93
			24979	2254	1106000 |560200|		2026/10	27.79
			24979	15W40BULK	1106000 |560210|		2026/10	114.00
			24979	2413	1106000 |560230|		2026/10	6.34
			24982	F000184	1105300 |560190|		2026/10	183.37
			24998	CA5293E6	1106000 |560190|		2026/10	545.22
			25046	MTP65HD	1106000 |560200|		2026/10	149.29
			025160	4211	1105300 |560200|		2026/10	14.22
			025160	600451	1105300 |560200|		2026/10	29.72
			025160	100454	1105300 |560200|		2026/10	6.59
			025160	201057	1105300 |560200|		2026/10	14.38
			025160	15W40BULK	1105300 |560210|		2026/10	41.80
			025171	K595597530	1106000 |560200|		2026/10	83.00
			025172	889692	1106000 |560200|		2026/10	5.49
			025172	SLA1155	1106000 |560200|		2026/10	87.79
			025177	5675X	1105300 |560200|		2026/10	-173.12
			025177	GC3030LCW	1105300 |560200|		2026/10	-322.22
			025183	6230561	1106000 |560200|		2026/10	252.80
			025183	5414329	1106000 |560200|		2026/10	26.97
			025183	1204884	1106000 |560200|		2026/10	228.56
			025183	1204683	1106000 |560200|		2026/10	197.87
			025183	3022500	1106000 |560200|		2026/10	31.47
			025183	7517431	1106000 |560200|		2026/10	18.54
			025183		1106000 |560200|		2026/10	24.45
			025060	WWX2240FFF	1105310 |560200|		2026/10	1,012.83
			025060		1105310 |560200|		2026/10	115.00
			025081	600176	1106000 |560200|		2026/10	20.16

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				025081	6562	1106000 |560200|		2026/10	29.83
				025081	6569	1106000 |560200|		2026/10	18.19
				025081	1334	1106000 |560200|		2026/10	4.25
				025081	7084	1106000 |560200|		2026/10	74.82
				025081	1456	1106000 |560200|		2026/10	41.16
				025081	1252915	1106000 |560200|		2026/10	58.00
				025081	15W40BULK	1106000 |560210|		2026/10	41.80
						Total For Check #	**338354**		**4,050.20**
04/23/2026	338355			25204	4579	1101415 |560200|		2026/10	7.11
				25204	2725	1101415 |560200|		2026/10	15.92
				25204	7060	1101415 |560200|		2026/10	4.25
				25212	6004ZZ	1106000 |560200|		2026/10	19.20
				25228	1015399	1101700 |560230|		2026/10	68.50
				25237	04627905AC	1105310 |560200|		2026/10	50.42
				24990	ML2	1106000 |560230|		2026/10	23.68
				24996		1106000 |560200|		2026/10	13.79
				24997	T80420100010	1106000 |560190|		2026/10	70.51
				25008	46AWBULK	1106000 |560210|		2026/10	29.76
				25019	HF50010	1101700 |560230|		2026/10	75.67
				25030	2413	1105300 |560230|		2026/10	12.68
				25032	RTU1EXT	1105300 |560210|		2026/10	8.61
				25042	124184	1106000 |560210|		2026/10	21.42
				25042	2413	1106000 |560230|		2026/10	6.34
				25043	789DEF	1106003 |560210|		2026/10	11.11
				25053		1106000 |560200|		2026/10	44.73
				025164	AHDWMPHDC1	1105300 |560230|		2026/10	23.79
				025166	GR14CHTR	1106000 |560210|		2026/10	51.30
				025166	W54201	1106000 |560230|		2026/10	13.77
				025167	SL3330	1106000 |560210|		2026/10	62.90
				025167	49009	1106000 |560230|		2026/10	10.28
				025175	502	1106000 |560200|		2026/10	22.72
				025186	84032	1106000 |560210|		2026/10	24.39
						Total For Check #	**338355**		**692.85**
04/23/2026	338361	98	OKLAHOMA NATURAL GAS CO	110093891 04142026	210105844 1100938 91 APRIL 14, 2026	1106001 |550240|		2026/10	207.43
						Total For Check #	**338361**		**207.43**

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04/23/2026	338367	5355	PUBLIC SAFETY ANSWER LLC	PSABROKENARROW0	PSA-BROKENARROW-041526 APRIL 15,	1101102 |530870|		2026/10	6,750.00
						Total For Check # 338367			**6,750.00**
04/23/2026	338374	4361	ROCKET INDUSTRIAL, INC	IN00575534	112 rolls-3" Dark Brn Tape #143643- NPPC	1106002 |560230|		2026/10	1,203.92
						Total For Check # 338374			**1,203.92**
04/23/2026	338375	602	SANDERS NURSERY	1166713	BLANKET PO FOR NURSERY STOCK	1106003 |560700|		2026/9	250.00
				1168037	BLANKET PO FOR NURSERY STOCK	1106003 |560700|		2026/10	283.36
				1167994	BLANKET PO FOR NURSERY STOCK	1106003 |560700|		2026/10	283.36
						Total For Check # 338375			**816.72**
04/23/2026	338377	335	SERVICE OKLAHOMA	L2060679736	L2060679736 04/06/2026	1106000 |560230|		2026/10	51.00
						Total For Check # 338377			**51.00**
04/23/2026	338381	2144	SITE ONE LANDSCAPE SUPPLY	164408475-001	BLANKET PO FOR IRRIGATION	1106000 |560180|		2026/10	59.79
				164408475-001	BLANKET PO FOR IRRIGATION	1106000 |560340|		2026/10	34.41
						Total For Check # 338381			**94.20**
04/23/2026	338384	303	SMITH FARM & GARDEN CO	118785	BLANKET PO FOR MISC. PARTS	1106000 |560310|		2026/10	45.00
				118917	BLANKET PO FOR MISC. PARTS	1106000 |560310|		2026/10	-4.29
						Total For Check # 338384			**40.71**
04/23/2026	338385	1081	SOUTHERN AGRICULTURE	850811	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/10	26.75
				851483	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/10	5.96
				852228	BLANKET PO FOR DOG & CAT FOOD	1106002 |560330|		2026/10	5.96
						Total For Check # 338385			**38.67**
04/23/2026	338387	824	SOUTHWEST DRIVES INC.	64144	BLANKET PO(EMERGENCY)- HVAC	1106004 |560180|		2026/10	30.22
						Total For Check # 338387			**30.22**
04/23/2026	338392	1104	TIGER, INC.	0326287630	0326287630 04/13/2026	1106001 |550240|		2026/10	157.60
						Total For Check # 338392			**157.60**
04/23/2026	338403	4597	TULSA TOPSOIL INC	25695	BLANKET PO FOR TOP SOIL	1106005 |560270|		2026/10	400.00
						Total For Check # 338403			**400.00**
04/23/2026	338404	4571	COLTON PAGE	1493	1493 04/12/2026	1106003 |540280|		2026/10	500.00
						Total For Check # 338404			**500.00**

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/23/2026	338405	949	TULSA WINNELSON COMPANY	695830 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/10	93.60
				695830 01	BLANKET PO MISC. PLUMBING	1106000 |560230|		2026/10	68.74
				699142 01	BLANKET PO MISC. PLUMBING	1106000 |560180|		2026/10	99.67
						Total For Check # 338405			**262.01**
04/23/2026	338407	2487	TYLER TECHNOLOGIES INC	CI100-00275228	TYLER DIASTER RECOVERY SERVICES	1101400 |540550|		2026/10	7,557.55
						Total For Check # 338407			**7,557.55**
04/23/2026	338411	819	VANCE BROTHERS LLC	IT00010394	BLANKET PO FOR ROAD OIL SSI	1105300 |560800|		2026/10	175.95
						Total For Check # 338411			**175.95**
04/23/2026	338414	48	WARREN POWER &	PS101003352	PART FOR UNIT 1686	1105300 |560200|		2026/10	341.03
						Total For Check # 338414			**341.03**
04/23/2026	338418	26	BERRY COMPANIES INC	07372704	UNIT # 16112 JEFF	1105300 |540200|		2026/10	6,643.76
						Total For Check # 338418			**6,643.76**
04/23/2026	338422	4956	YWCA TULSA INC	0127368	STACY CAMPBELL-SNYDER LIFEGUARD	1106002 |530110|		2026/10	1,800.00
						Total For Check # 338422			**1,800.00**
						Total For Fund 110			**204,145.59**
						Number of Invoices For Fund 110			**613**

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/16/2026	338100	149	AMERICAN ELECTRIC	393-103-0-6 03232026	FY26 ANNUAL AGREEMENT 959-393-103-	2271700 |550250|		2026/10	65.47
						Total For Check #	**338100**		**65.47**
04/16/2026	338102	4935	AMAZON.COM SALES INC	11LV-3WXL-3L6T	office supplies	2271700 |560230|		2026/10	23.97
						Total For Check #	**338102**		**23.97**
04/16/2026	338110	4666	BLUEJAY PROPERTIES LLC	MAY 2026	REAL PROPERTY RENTAL OR LEASE	2271700 |540330|		2026/10	1,750.00
						Total For Check #	**338110**		**1,750.00**
04/16/2026	338135	3223	GORDON OUTDOOR	44328	BILLBOARD ADVERTISING FOR APRIL	2271700 |530870|		2026/10	750.00
						Total For Check #	**338135**		**750.00**
04/16/2026	338146	5131	KEVIN BEHE	15872	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.43
				15909	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.72
				15894	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	0.86
				15895	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.72
				15959	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.43
				15954	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.86
				15952	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.14
				15953	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.43
				15955	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.43
				15956	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.43
				15957	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.43
				15958	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.43
				15910	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.72
				15896	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	0.86
				15897	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.86
				15898	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.72
				15899	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.14
				15900	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.15
				15901	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.14
				15907	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.86
				15911	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	3.72
				15903	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.43
				15951	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.86
				15891	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.15
				15890	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.43
				15892	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.43

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			15893	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.43
					Total For Check # 338146			**41.21**
04/23/2026	338229	4181 ERIN HOFENER	PDR 05052026	PER DIEM REQUEST CONF AND	2271700 |550030|		2026/10	40.00
					Total For Check # 338229			**40.00**
04/23/2026	338231	4548 MAKALA BARTON	PDR 05052026	PER DIEM REQUEST COF AND REDBUD	2271700 |550030|		2026/10	40.00
					Total For Check # 338231			**40.00**
04/23/2026	338336	5131 KEVIN BEHE	16104	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.15
			15963	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.15
			16110	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.43
			16100	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	1.14
			16106	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	0.86
			15964	CITY COUNCIL 07/14/25	2271700 |540070|		2026/10	2.29
					Total For Check # 338336			**8.02**
					Total For Fund 227			**2,718.67**
					Number of Invoices For Fund 227			**39**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/16/2026	338095	1335	911 CUSTOM	62036D	FY26 Tahoes-City Council Approval	3293001 |570020|	2630010	2026/10	752.84
						Total For Check # 338095			**752.84**
04/16/2026	338214	868	COUNTRY FORD-MERCURY INC	2011896	Eight Chevy Tahoe Patrol Vehicles	3293001 |570020|	2630020	2026/10	58,209.00
						Total For Check # 338214			**58,209.00**
04/23/2026	338258	1335	911 CUSTOM	62660	emergency vehicle equipment Captain	3293001 |570020|	2630020	2026/10	1,599.00
				62036E	FY26 Tahoes-City Council Approval	3293001 |570020|	2630010	2026/10	34,041.50
						Total For Check # 338258			**35,640.50**
04/23/2026	338266	4935	AMAZON.COM SALES INC	1CLF-LWLQ-KKW6	Floor Mats for Remaining FY26 New	3293001 |570020|	2630020	2026/10	1,071.60
				1CLF-LWLQ-KKW6	Floor Mats for Remaining FY26 New	3293001 |570020|	2630030	2026/10	267.90
				1CLF-LWLQ-KKW6	Floor Mats for Remaining FY26 New	3293001 |570020|	2630050	2026/10	126.95
				1CLF-LWLQ-KKW6	Floor Mats for Remaining FY26 New	3293001 |570020|	2630290	2026/10	133.95
						Total For Check # 338266			**1,600.40**
04/23/2026	338372	5439	RIGID EMERGENCY VEHICLES	911-118/A61617	UPFIT PATROL VEHICLES - CITY	3293001 |570020|	2630010	2026/10	4,011.55
				911-118/A62011	UPFIT PATROL VEHICLES - CITY	3293001 |570020|	2630010	2026/10	4,011.55
						Total For Check # 338372			**8,023.10**
04/23/2026	338412	868	COUNTRY FORD-MERCURY INC	95523	Passenger Van for Parks Department	3296000 |570020|	2660020	2026/10	55,683.00
						Total For Check # 338412			**55,683.00**
						Total For Fund 329			**159,908.84**
						Number of Invoices For Fund 329			**11**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/16/2026	338115	808	BUILDERS UNLIMITED, INC.	PA 2 2560140	Parks Maintenance Bldg Events Park	3306000 |570150|	2560140	2026/10	164,953.44
						Total For Check # 338115			**164,953.44**
04/16/2026	338116	4575	CENTRAL TRAILERS SALES INC	3391	Trailer-for Kenneth Farmer	3305300 |570030|	2653270	2026/10	24,638.00
						Total For Check # 338116			**24,638.00**
04/16/2026	338158	140	MIRACLE RECREATION EQUIP	900986	Miracle Arch Swing	3306000 |570150|	2660130	2026/10	2,714.68
						Total For Check # 338158			**2,714.68**
04/16/2026	338179	3216	SCISSOR TAIL CONSTRUCTION,	PA 8 191711	Prj 191711-Renovation of EMS Bldg	3301700 |570150|	191711	2026/10	26,257.89
						Total For Check # 338179			**26,257.89**
04/16/2026	338197	3636	TIMBER WOLF EXCAVATING	03-8700	Prof Agreement for Salt Dome	3301700 |570160|	2553230	2026/10	5,500.00
						Total For Check # 338197			**5,500.00**
04/23/2026	338262	4919	ADEMCO INC.	303108748	303108748 APRIL 16, 2026	3306000 |570150|	2560140	2026/10	340.10
						Total For Check # 338262			**340.10**
04/23/2026	338275	767	B & B ELECTRIC CO.	69655	Aurora 341A-BF, 20hp 1800rpm 256JM	3306000 |570170|	2660420	2026/10	14,165.00
						Total For Check # 338275			**14,165.00**
04/23/2026	338304	634	DELL MARKETING L.P.	10870050982	Laptop and Docking Station PC replacement	3301200 |570170|		2026/10	265.00
				10870050982	Laptop and Docking Station PC replacement	3301200 |570170|	2612030	2026/10	1,783.00
				10866413979	2 Dell Pro 14 Premium PA14250 for Tony	3303501 |570190|	2635160	2026/10	3,352.04
						Total For Check # 338304			**5,400.04**
04/23/2026	338324	107	HAJOCA TULSA 152	S023063054.001	WATER FOUNTAINS FOR REC CENTERS	3306002 |570170|	2660250	2026/10	6,293.34
						Total For Check # 338324			**6,293.34**
04/23/2026	338349	3480	MARQUARDT ENGINEERING	PA 2 ST24310	137th Street Pavement	3305300 |570160|	ST24310	2026/10	3,625.00
						Total For Check # 338349			**3,625.00**
04/23/2026	338364	5625	PIONEERMANUFACTURING	INV-282573	5'8" x 50' dark green windscreen	3306000 |570150|	2660180	2026/10	2,499.99
						Total For Check # 338364			**2,499.99**
04/23/2026	338376	1263	SELSER SCHAEFER	2602150	City Hall 2417170	3301700 |570160|	2417170	2026/10	35,933.94
						Total For Check # 338376			**35,933.94**

City of Broken Arrow
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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/23/2026	338379	834	SOFTWARE HOUSE	B20987208	PSC Annex	3301700 |570150|	191711	2026/10	7,968.37
						Total For Check # 338379			**7,968.37**
04/23/2026	338407	2487	TYLER TECHNOLOGIES INC	045-559213	045-559213 04/08/2026	3301102 |570170|	2611010	2026/10	900.00
						Total For Check # 338407			**900.00**
						Total For Fund 330			**301,189.79**
						Number of Invoices For Fund 330			**16**

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04/23/2026	338232	5688	THE MONA F. JOHNSON TRUST	ST26020	9TH STREET TO 12TH ST PARCEL 2.A	3358024 |570150|	ST26020	2026/10	2,290.00
						Total For Check # 338232			**2,290.00**
						Total For Fund 335			**2,290.00**
						Number of Invoices For Fund 335			**1**

Fund 341

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/23/2026	338298	311 CMI INC	8080158	Restock of CMI PBT Straws	3413001 |560230|		2026/10	76.00
					Total For Check # 338298			**76.00**
					Total For Fund 341			**76.00**
					Number of Invoices For Fund 341			**1**

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/16/2026	338100	149 AMERICAN ELECTRIC	452-844-0-4 04012026	FY26 ANNUAL AGREEMENT SIGNALS	3425300 |550250|		2026/10	2,396.97
					Total For Check # 338100			**2,396.97**
04/16/2026	338153	131 LOCKE SUPPLY COMPANY	57976736-00	BLANKET PO FOR PLUMBING &	3425300 |560230|		2026/10	128.52
			57976798-00	BLANKET PO FOR PLUMBING &	3425300 |560230|		2026/10	93.24
					Total For Check # 338153			**221.76**
04/23/2026	338263	149 AMERICAN ELECTRIC	959-474-0-9 04162026	FY26 ANNUAL AGREEMENT - 955-959-	3425300 |550250|		2026/10	68.01
			851-307-0-7 04102026	FY26 ANNUAL AGREEMENT SINGLES	3425300 |550250|		2026/10	6.70
			670-278-0-6 03232026	FY26 ANNUAL AGREEMENT - SINGLES	3425300 |550260|		2026/10	39.45
			158-339-0-2 04162026	FY26 ANNUAL AGREEMENT 956-158-339-	3425300 |550250|		2026/10	90.96
			883-018-0-0 04152026	FY26 ANNUAL AGREEMENT 959-883-018-	3425300 |550250|		2026/10	49.92
					Total For Check # 338263			**255.04**
04/23/2026	338311	1231 AT&T MOBILITY LLC	19128175x04082026	287319128175x04082026	3425300 |550540|		2026/10	81.08
					Total For Check # 338311			**81.08**
04/23/2026	338354	25 NAPA AUTO PARTS	25231	DCM0100	3425300 |560350|		2026/10	1,040.00
			025174	DCM0100	3425300 |560350|		2026/10	1,060.00
			025068	DCM0100	3425300 |560350|		2026/10	1,060.00
					Total For Check # 338354			**3,160.00**
					Total For Fund 342			**6,114.85**
					Number of Invoices For Fund 342			**12**

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04/23/2026	338302	3018	CRAFCO INC	9403689894	SLURRY SEAL	3435300 |570150|	ST24270	2026/10	1,253.50
						Total For Check # 338302			**1,253.50**
						Total For Fund 343			**1,253.50**
						Number of Invoices For Fund 343			**1**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/16/2026	338052	2385	ALAN BOWMAN	PDR 04102026	PER DIEM- CNOK CONF-APR10, 2026	3443001 |550030|		2026/10	34.00
						Total For Check # 338052			**34.00**
04/16/2026	338053	4540	ALEXANDRIA STANTON	PDR 04102026	PER DIEM- CNOK CONF-APR10, 2026	3443001 |550030|		2026/10	34.00
						Total For Check # 338053			**34.00**
04/16/2026	338054	989	BRANDON REYNOLDS	PDR 04202026	PER DIEM-IAED NAVIGATOR CONF-	3443006 |550030|		2026/10	361.20
						Total For Check # 338054			**361.20**
04/16/2026	338056	3653	CHY YARBROUGH	PDR 04202026	PER DIEM-IAED NAVIGATOR CONF-	3443006 |550030|		2026/10	361.20
						Total For Check # 338056			**361.20**
04/16/2026	338057	4994	CINDY LANE	PDR 4/20-24/2026	PER DIEM & MILEAGE EQUIV TO	3443006 |550030|		2026/10	361.20
						Total For Check # 338057			**361.20**
04/16/2026	338058	4633	COLONIAL LIFE & ACCIDENT	195529	Payroll Run 1 - Warrant 260327	344 |218590|		2026/9	2,777.38
						Total For Check # 338058			**2,777.38**
04/16/2026	338060	2287	JAMES TAYLOR	PDR 04102026	PER DIEM- CNOK CONF-APR10, 2026	3443001 |550030|		2026/10	34.00
						Total For Check # 338060			**34.00**
04/16/2026	338065	2610	KEVIN TOLIVER	PDR 04102026	PER DIEM- CNOK CONF-APR10, 2026	3443001 |550030|		2026/10	34.00
						Total For Check # 338065			**34.00**
04/16/2026	338066	5168	LANCE C. ARNOLD	PDR 04192026	PER DIEM-BENCHMARK CITIES SUMMIT	3443001 |550030|		2026/10	129.00
						Total For Check # 338066			**129.00**
04/16/2026	338068	2196	MARK WILLIAMSON	PDR 04102026	PER DIEM-CNOK CONF-APR10, 2026	3443001 |550030|		2026/10	34.00
						Total For Check # 338068			**34.00**
04/16/2026	338079	2894	RODNEY GARNER	PDR 04102026	PER DIEM- CNOK CONF-APR10, 2026	3443001 |550030|		2026/10	34.00
						Total For Check # 338079			**34.00**
04/16/2026	338081	5111	RYAN NOSSAMAN	PDR 04192026	PER DIEM-BENCHMARK CITIES SUMMIT-	3443001 |550030|		2026/10	172.00
						Total For Check # 338081			**172.00**
04/16/2026	338082	5236	SAMUEL STEWART	TRR SP2026	TUITION REIMB FOR SPR 2026 NSU	3443001 |530110|		2026/10	1,200.00
						Total For Check # 338082			**1,200.00**

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04/16/2026	338083	211	SECRETARY OF STATE	MARCH 17, 2026	3/17/26 NOTARY FILLING FEE FOR	3443006 |530110|		2026/10	25.00
						Total For Check # 338083			**25.00**
04/16/2026	338084			MARCH 19, 2026	3/19/26 NOTARY FILLING FEE FOR	3443008 |530110|		2026/10	25.00
						Total For Check # 338084			**25.00**
04/16/2026	338085	621	SHELLI MCDERMOTT	PDR 04202026	PER DIEM-IAED NAVIGATOR CONF-	3443006 |550030|		2026/10	361.20
						Total For Check # 338085			**361.20**
04/16/2026	338087	1380	STEPHEN GARRETT	PDR 04192026	PER DIEM-BENCHMARK CITIES SUMMIT-	3443001 |550030|		2026/10	172.00
						Total For Check # 338087			**172.00**
04/16/2026	338088	4627	THOMAS COOPER	PDR 04192026	PER DIEM HKS EXEC TRNG APR 19-23	3443001 |550030|		2026/10	303.60
						Total For Check # 338088			**303.60**
04/16/2026	338092	4292	TYLER BASKINS	PDR 04102026	PER DIEM- CNOK CONF-APR10, 2026	3443001 |550030|		2026/10	34.00
						Total For Check # 338092			**34.00**
04/16/2026	338093	4533	WILLIAM KEITH COOK	T&A 03142026	REIMB-HOTEL/BAG FEE-CS ENGAGE-	3443001 |550030|		2026/10	1,793.78
						Total For Check # 338093			**1,793.78**
04/16/2026	338097	4196	K2K LLC	8755	TRAPPING AND REMOVAL OF 1 BEAVER	3443009 |530870|		2026/10	1,448.00
						Total For Check # 338097			**1,448.00**
04/16/2026	338102	4935	AMAZON.COM SALES INC	1NNX-YLM4-GJ9R	Restock of CPR Masks for PD Officers	3443001 |560110|		2026/10	294.02
				1QMG-KFGY-YWW1	Restock of PD Batteries	3443001 |560230|		2026/10	692.50
				1HNL-4RQC-FC36	ITEM: TOPS 5 x 8 Legal Pads, 12 Pack,	3443001 |560030|		2026/10	18.39
				1YG9-3MWP-9T7H	ITEM: TOPS 5 x 8 Legal Pads, 12 Pack,	3443001 |560030|		2026/10	146.99
				1YG9-3MWP-9T7H	ITEM: TOPS 5 x 8 Legal Pads, 12 Pack,	3443001 |560230|		2026/10	125.94
				1C7N-RC4W-CTQ9	TV for Captain Hurst Internal Affairs Office	3443001 |560240|		2026/10	797.97
				13HJ-TPVR-YC7G	TV for Captain Hurst Internal Affairs Office	3443001 |560230|		2026/10	82.11
				1NHH-DCPY-7PW7	Lamp for Hannah Perry's Office	3443001 |560230|		2026/10	45.85
				1RQV-LC1T-3DRW	Livestock Handling Equipment	3443009 |560230|		2026/10	80.43
				1CC7-CC79-FXWH	Restock of Earpiece Sets and Armor All	3443001 |560200|		2026/10	108.70
				1CC7-CC79-FXWH	Restock of Earpiece Sets and Armor All	3443001 |560500|		2026/10	211.20
						Total For Check # 338102			**2,604.10**

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04/16/2026	338112	5551	BRIAN RAY POSEY	FR-0244E	Recruit Academy BJJ training uniforms	3443001 |560100|		2026/10	1,618.00
						Total For Check # 338112			**1,618.00**
04/16/2026	338114	204	BROKEN ARROW PUBLIC	2026-099-050	2026-099-050 04/03/2026	3443001 |550100|		2026/10	3,666.64
						Total For Check # 338114			**3,666.64**
04/16/2026	338117	37	CINTAS CORPORATION	5328647309	BLANKET PO FOR ALL DEPARTMENT	3443008 |560230|		2026/10	110.30
						Total For Check # 338117			**110.30**
04/16/2026	338118	996	CITY OF BROKEN ARROW	195525	Payroll Run 1 - Warrant 260327	344 |218180|		2026/9	762.51
				195525	Payroll Run 1 - Warrant 260327	344 |218360|		2026/9	6,218.71
						Total For Check # 338118			**6,981.22**
04/16/2026	338119	1391	CLEAN THE UNIFORM CO	52181638	Rugs for the Animal Shelter	3443009 |540330|		2026/10	3.92
				52183840	Rugs for the Animal Shelter	3443009 |540330|		2026/10	3.92
				52186061	Rugs for the Animal Shelter	3443009 |540330|		2026/10	3.92
						Total For Check # 338119			**11.76**
04/16/2026	338122	882	COX COMMUNICATIONS	069285801 04062026	FY26 ANNUAL AGREEMENT 001 6311	3443001 |550540|		2026/10	264.35
						Total For Check # 338122			**264.35**
04/16/2026	338125	634	DELL MARKETING L.P.	10869152860	32" Monitor for Digital Lab	3443001 |560550|		2026/10	318.74
						Total For Check # 338125			**318.74**
04/16/2026	338140	2985	HARRISON ENERGY PARTNERS	244134	244134 04/01/2026	3443008 |540070|		2026/10	677.00
						Total For Check # 338140			**677.00**
04/16/2026	338142	5458	HURRICANE BUTTERFLY LAW	26-0023	Less Lethal Order for SRT	3443001 |560320|		2026/10	3,082.22
						Total For Check # 338142			**3,082.22**
04/16/2026	338143	115	INCOG	227890	FEB 2026 INCOG MAPPING AND MSAG	3443006 |540550|		2026/10	2,512.17
						Total For Check # 338143			**2,512.17**
04/16/2026	338146	5131	KEVIN BEHE	15872	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	3.69
				15872	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.24
				15909	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	4.43
				15909	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.28
				15894	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	2.22

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			15894	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.14
			15895	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	4.43
			15895	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.28
			15959	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	3.70
			15959	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.24
			15954	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	4.80
			15954	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.31
			15952	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	2.96
			15952	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.19
			15953	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	3.69
			15953	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.24
			15955	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	3.70
			15955	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.24
			15956	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	3.69
			15956	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.24
			15957	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	3.70
			15957	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.24
			15958	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	3.69
			15958	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.24
			15910	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	4.43
			15910	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.28
			15896	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	2.22
			15896	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.14
			15897	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	4.80
			15897	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.31
			15898	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	4.43
			15898	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.28
			15899	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	2.96
			15899	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.19
			15900	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	2.96
			15900	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.19
			15901	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	2.96
			15901	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.19
			15907	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	4.80
			15907	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.31
			15911	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	9.61
			15911	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.62
			15903	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	3.69

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				15903	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.24
				15951	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	4.80
				15951	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.31
				15891	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	2.96
				15891	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.19
				15890	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	3.70
				15890	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.24
				15892	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	3.69
				15892	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.24
				15893	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	3.70
				15893	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.24
						Total For Check # 338146			**113.26**
04/16/2026	338151	4311	L&M OFFICE FURNITURE	80747	New Office Chair for Carey Harper	3443001 |560240|		2026/10	686.00
						Total For Check # 338151			**686.00**
04/16/2026	338155	3658	MALLORY SAFETY AND SUPPLY	6387560	Restock of PD Pepper Spray	3443001 |560110|		2026/10	1,234.53
						Total For Check # 338155			**1,234.53**
04/16/2026	338160	25	NAPA AUTO PARTS	024908	IC933	3443001 |560200|		2026/10	209.04
				024910	F008921	3443001 |560190|		2026/10	178.02
				024917	7502	3443001 |560200|		2026/10	4.25
				024917	20811	3443001 |560210|		2026/10	24.39
				024917	115	3443001 |560210|		2026/10	15.50
				024917	5W20BULK	3443001 |560210|		2026/10	20.28
				024919	200859	3443001 |560200|		2026/10	12.73
				024919	2413	3443001 |560230|		2026/10	6.34
				024923	6854640AA	3443001 |560200|		2026/10	491.22
				024923	6854640AA	3443001 |560200|		2026/10	50.00
				024923	68545641AA	3443001 |560200|		2026/10	413.61
				024923	68545641AA	3443001 |560200|		2026/10	50.00
						Total For Check # 338160			**1,475.38**
04/16/2026	338166	4127	ORION SECURITY SOLUTIONS	55942	Cat Cable for RTIC Van	3443001 |570170|	2630210	2026/10	443.02
				55777	RTIC Van Cameras	3443001 |570170|	2630210	2026/10	11,860.00
						Total For Check # 338166			**12,303.02**
04/16/2026	338171	4642	PROPIO LS, LLC	0303630326	TRANSLLATION SERVICES - MARCH	3443006 |530870|		2026/10	230.50

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						Total For Check # 338171			**230.50**
04/16/2026	338174	5481	RINGCENTRAL, INC.	CD_001391398	Ring Central MRC for Fiscal 26	3443001 |550220|		2026/10	2,993.57
						Total For Check # 338174			**2,993.57**
04/16/2026	338186	4917	FIRST RESPONDER	190016-1	Patrol and Dress Uniforms Academy Class	3443001 |560100|		2026/10	5,530.77
						Total For Check # 338186			**5,530.77**
04/16/2026	338189	4045	STEPHANIE BRADLEY	275	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/10	880.00
						Total For Check # 338189			**880.00**
04/16/2026	338192	3871	SUMMIT FIRE & SECURITY LLC	4005784	4005784 04/08/2026	3443001 |540070|		2026/10	794.00
						Total For Check # 338192			**794.00**
04/16/2026	338194	533	BROKEN ARROW INSURANCE	3463502	NOTARY BONG FOR JACQUELYN	3443008 |530110|		2026/10	30.00
						Total For Check # 338194			**30.00**
04/16/2026	338195			3463488	NOTARY BOND FOR RISHONA MILLER	3443006 |530110|		2026/10	30.00
						Total For Check # 338195			**30.00**
04/16/2026	338200	3877	OLEN MASINGALE	INV 2026-0112	PSC North Door Reconfiguration	3443001 |540070|		2026/10	15,155.00
						Total For Check # 338200			**15,155.00**
04/16/2026	338201			INV 2026-0105	Spring Landscaping for PSC and Training	3443001 |540070|		2026/10	4,045.00
				INV 2026-0104	Animal Control Spring Landscape	3443009 |540070|		2026/10	2,380.00
						Total For Check # 338201			**6,425.00**
04/16/2026	338206	333	TURNER ROOFING SERVICES	6-11994	6-11994 11/24/2025	3443001 |540070|		2026/10	2,200.00
						Total For Check # 338206			**2,200.00**
04/16/2026	338207	1496	TWIN CITIES READY MIX INC	319478	BLANKET PO FOR MISC	3443001 |540070|		2026/10	604.00
						Total For Check # 338207			**604.00**
04/16/2026	338219	1095	WINDSTREAM HOLDINGS II LLC	100738908 03042026	FY26 ANNUAL 100738908 MAR 4, 2026	3443001 |550220|		2026/10	5,485.72
				100738908 04032026	FY26 ANNUAL 100738908 APR 3, 2026	3443001 |550220|		2026/10	5,485.72
				101106759 04132026	FY26 ANNUAL 101106759 APRIL 13, 2026	3443001 |550220|		2026/10	246.55
						Total For Check # 338219			**11,217.99**

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04/23/2026	338225	1604	BRANNON TAYLOR	T&A 04062026	TRAVEL AND ACCOMMODIATIONS AXON	3443001 |550030|		2026/10	108.94
						Total For Check # 338225			**108.94**
04/23/2026	338256	675	TANYA DAUER	T&A 04062026	TRAVEL AND ACCOMODATIONS AXON	3443010 |550030|		2026/10	46.55
						Total For Check # 338256			**46.55**
04/23/2026	338266	4935	AMAZON.COM SALES INC	13VT-N19Q-KNGN	ITEM: One Touch Kickdown Door Stopper,	3443008 |560230|		2026/10	44.08
				1DWX-CXN9-9VV6	ITEM: Canon Toner Cartridge 069 H BK	3443001 |560030|		2026/10	350.82
				1YCJ-91WC-JGN3	Replacement Battery Packs for Range	3443001 |560320|		2026/10	17.98
				16HN-TM6Q-CRW9	911 Dispatch Console Speakers	3443006 |560240|		2026/10	719.96
				1R96-4K1L-3RR6	Tables for special events	3443009 |560240|		2026/10	389.97
				1H1F-VNGR-CWDJ	Amazon Items for CSI	3443001 |560550|		2026/10	1,023.41
				1KXJ-CGFM-WR3H	mics for intercom	3443008 |560230|		2026/10	7.59
				13CW-T1V7-KCF6	Additional Items for LPR Program	3443001 |570170|	2530070	2026/10	426.72
						Total For Check # 338266			**2,980.53**
04/23/2026	338272	73	AT&T	918147-0070 04012026	918 147-0070 426 9 APRIL 1, 2026	3443006 |550220|		2026/10	1,830.40
						Total For Check # 338272			**1,830.40**
04/23/2026	338274	931	AXON ENTERPRISE INC	INUS435571	Axon Evidence.com Licenses	3443001 |540550|		2026/10	6,201.40
						Total For Check # 338274			**6,201.40**
04/23/2026	338276	4763	B&M SUPPLIERS LLC	BLM-0978	Restock of Jail Nitrile Gloves	3443008 |560110|		2026/10	356.00
						Total For Check # 338276			**356.00**
04/23/2026	338282	5503	BRINC DRONES, INC.	37800	Extra Batteries for SOT Brinc Drone	3443001 |560240|		2026/10	2,398.00
						Total For Check # 338282			**2,398.00**
04/23/2026	338288	576	CDW GOVERNMENT	AI7DV5H	Restock of Brother Printer Paper	3443001 |560230|		2026/10	1,939.73
						Total For Check # 338288			**1,939.73**
04/23/2026	338294	1391	CLEAN THE UNIFORM CO	52188285	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/10	4.78
				52188284	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/10	4.71
				52177225	Rugs for the Animal Shelter	3443009 |540330|		2026/10	3.92
				52179447	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/10	4.71
				52171071	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/10	15.30
				52175515	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/10	15.30
				52177718	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/10	15.30

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				52168346	Rugs for the Animal Shelter	3443009 |540330|		2026/10	3.92
				52188769	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/10	15.30
				52186549	Rugs for PSC and Training Center for FY26	3443001 |540330|		2026/10	15.30
						Total For Check # 338294			**98.54**
04/23/2026	338307	1205	EMBLEMS INC	51410	Hash Marks for Officer Uniforms	3443001 |560100|		2026/10	270.00
						Total For Check # 338307			**270.00**
04/23/2026	338310	1231	AT&T MOBILITY LLC	19339297X04082026	287319339297X04082026	3443001 |550220|		2026/10	40.54
				19339297X04082026	287319339297X04082026	3443001 |550540|		2026/10	9,108.90
						Total For Check # 338310			**9,149.44**
04/23/2026	338311			19128175x04082026	287319128175x04082026	3443001 |550220|		2026/10	1,776.57
				19128175x04082026	287319128175x04082026	3443009 |550220|		2026/10	19.27
				19128175x04082026	287319128175x04082026	3443001 |550540|		2026/10	6,422.77
				19128175x04082026	287319128175x04082026	3443006 |550540|		2026/10	25.94
				19128175x04082026	287319128175x04082026	3443009 |550540|		2026/10	243.24
						Total For Check # 338311			**8,487.79**
04/23/2026	338319	76	GRAINGER	9878987792	Replacement range air compressor	3443001 |560240|		2026/10	2,247.51
						Total For Check # 338319			**2,247.51**
04/23/2026	338321	685	GT DISTRIBUTORS INC	INV1081437	Simunition Training Rounds	3443001 |560320|		2026/10	678.20
				INV1081498	Force-On-Force Simunitions for In-Service	3443001 |560320|		2026/10	2,446.08
						Total For Check # 338321			**3,124.28**
04/23/2026	338334	4973	JIM NORTON FORD	F4CS35321	UNIT 1727 JEFF	3443001 |540200|		2026/10	3,727.48
						Total For Check # 338334			**3,727.48**
04/23/2026	338336	5131	KEVIN BEHE	16104	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	2.96
				16104	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.19
				15963	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	2.96
				15963	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.19
				16110	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	3.69
				16110	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.24
				16100	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	2.96
				16100	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.19
				16106	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	2.22

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				16106	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.14
				15964	CITY COUNCIL 07/14/25	3443001 |540070|		2026/10	5.91
				15964	CITY COUNCIL 07/14/25	3443009 |540070|		2026/10	0.38
						Total For Check # 338336			**22.03**
04/23/2026	338340	4452	L3HARRIS TECHNOLOGIES INC	93470327	Approved by council 1/6/26	3443003 |570170|	2630220	2026/10	133,787.23
				93470813	Spare Mics for PD Mobile Vehicle Radios	3443001 |560500|		2026/10	660.85
						Total For Check # 338340			**134,448.08**
04/23/2026	338345	614	LIGHTING INC/BROKEN ARROW	S3482170.001	BLANKET PO FOR MISC. LIGHTING	3443001 |560180|		2026/10	92.97
						Total For Check # 338345			**92.97**
04/23/2026	338346	131	LOCKE SUPPLY COMPANY	58066695-00	BLANKET PO FOR PLUMBING &	3443001 |560180|		2026/10	33.20
						Total For Check # 338346			**33.20**
04/23/2026	338347	2355	LOCKEDINRN	03302026	Visiting Nurse	3443008 |530870|		2026/10	307.08
				04062026	Visiting Nurse 04/06-10/ 2026	3443008 |530870|		2026/10	307.08
				04172026	Visiting Nurse	3443008 |530870|		2026/10	307.08
						Total For Check # 338347			**921.24**
04/23/2026	338353	4777	MWI VETERINARY SUPPLY CO	66982244	Medical Supplies & Medicine for the Animal	3443009 |560230|		2026/10	126.30
						Total For Check # 338353			**126.30**
04/23/2026	338354	25	NAPA AUTO PARTS	25200	F000702	3443001 |560190|		2026/10	594.40
				25203	F008261	3443001 |560190|		2026/10	266.84
				25235	F000702	3443001 |560190|		2026/10	297.20
				24980	7502	3443001 |560200|		2026/10	4.25
				24980	4068	3443001 |560200|		2026/10	5.32
				24980	6935	3443001 |560200|		2026/10	9.55
				24980	20811	3443001 |560210|		2026/10	24.39
				24980	115	3443001 |560210|		2026/10	15.50
				24980	5W20BULK	3443001 |560210|		2026/10	20.28
				24980	2413	3443001 |560230|		2026/10	6.34
				24980	75130	3443001 |560230|		2026/10	2.83
				24999	Y110132737	3443001 |560190|		2026/10	215.43
				025169	MTP65HD	3443001 |560200|		2026/10	115.79
				025173	6854640AA	3443001 |560200|		2026/10	-50.00
				025173	68545641AA	3443001 |560200|		2026/10	-50.00

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			025185	FT8825	3443001 |560200|		2026/10	56.72
			025185	FT8855	3443001 |560200|		2026/10	57.82
			025189	55037992AD	3443001 |560200|		2026/10	605.56
			025193	FT880982	3443001 |560200|		2026/10	200.94
			025193	FT880983	3443001 |560200|		2026/10	127.16
			025071	4N6982	3443001 |560200|		2026/10	208.99
			025079	52028898AJ	3443001 |560200|		2026/10	93.33
			025087	F000702	3443001 |560190|		2026/10	594.40
			025088	MTP65HD	3443001 |560200|		2026/10	115.79
			025092	100290	3443001 |560200|		2026/10	4.25
			025092	115	3443001 |560210|		2026/10	15.50
			025092	20811	3443001 |560210|		2026/10	24.39
			025092	120760	3443001 |560210|		2026/10	69.98
			025094	DG1Z1015ACP	3443001 |560200|		2026/10	222.27
					Total For Check # 338354			**3,875.22**
04/23/2026	338355		25204	115	3443001 |560210|		2026/10	15.50
			25204	5W20BULK	3443001 |560210|		2026/10	23.66
			25204	2413	3443001 |560230|		2026/10	6.66
			25205	7502	3443001 |560200|		2026/10	4.25
			25205	20811	3443001 |560210|		2026/10	24.39
			25205	115	3443001 |560210|		2026/10	15.50
			25205	5W20BULK	3443001 |560210|		2026/10	20.28
			25206	3757NALLN	3443001 |560200|		2026/10	2.17
			25206	7060	3443001 |560200|		2026/10	4.25
			25206	4048	3443001 |560200|		2026/10	8.88
			25206	20811	3443001 |560210|		2026/10	24.39
			25206	115	3443001 |560210|		2026/10	15.50
			25206	5W20BULK	3443001 |560210|		2026/10	23.66
			25207	7060	3443001 |560200|		2026/10	4.25
			25207	20811	3443001 |560210|		2026/10	24.39
			25207	115	3443001 |560210|		2026/10	15.50
			25207	5W20BULK	3443001 |560210|		2026/10	23.66
			25208	7502	3443001 |560200|		2026/10	4.25
			25208	20811	3443001 |560210|		2026/10	24.39
			25208	115	3443001 |560210|		2026/10	15.50
			25208	5W20BULK	3443001 |560210|		2026/10	20.28
			25209	7502	3443001 |560200|		2026/10	4.25

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CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
			25209	20811	3443001 |560210|		2026/10	24.39
			25209	115	3443001 |560210|		2026/10	15.50
			25209	5W20BULK	3443001 |560210|		2026/10	20.28
			25219	203768	3443001 |560200|		2026/10	48.98
			25223	7502	3443001 |560200|		2026/10	4.25
			25223	20811	3443001 |560210|		2026/10	24.39
			25223	115	3443001 |560210|		2026/10	15.50
			25223	5W20BULK	3443001 |560210|		2026/10	20.28
			24991	7502	3443001 |560200|		2026/10	4.25
			24991	9883	3443001 |560200|		2026/10	12.73
			24991	20811	3443001 |560210|		2026/10	24.39
			24991	115	3443001 |560210|		2026/10	15.50
			24991	5W30BULK	3443001 |560210|		2026/10	22.86
			25003	60261	3443001 |560200|		2026/10	25.86
			25022	7502	3443001 |560200|		2026/10	4.25
			25022	20811	3443001 |560210|		2026/10	24.39
			25022	115	3443001 |560210|		2026/10	15.50
			25022	5W20BULK	3443001 |560210|		2026/10	20.28
			25022	9080XL	3443001 |560230|		2026/10	15.56
			25024	100255	3443001 |560200|		2026/10	4.25
			25024	20811	3443001 |560210|		2026/10	24.39
			25024	115	3443001 |560210|		2026/10	15.50
			25024	5W30BULK	3443001 |560210|		2026/10	22.86
			25024	2413	3443001 |560230|		2026/10	6.34
			25026	PF66	3443001 |560200|		2026/10	7.36
			25026	20811	3443001 |560210|		2026/10	24.39
			25026	115	3443001 |560210|		2026/10	15.50
			25026	0W20BULK	3443001 |560210|		2026/10	21.48
			25037	7502	3443001 |560200|		2026/10	4.25
			25037	20811	3443001 |560210|		2026/10	24.39
			25037	115	3443001 |560210|		2026/10	15.50
			25037	5W20BULK	3443001 |560210|		2026/10	20.28
			25039	7502	3443001 |560200|		2026/10	4.25
			25039	20811	3443001 |560210|		2026/10	24.39
			25039	115	3443001 |560210|		2026/10	15.50
			25039	5W20BULK	3443001 |560210|		2026/10	20.28
			25045	RTU1DEX	3443001 |560210|		2026/10	9.30
			025157	9005N	3443001 |560200|		2026/10	8.10

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				025187	2413	3443001 |560200|		2026/10	6.66
				025064	7502	3443001 |560200|		2026/10	4.25
				025064	4068	3443001 |560200|		2026/10	5.32
				025064	6935	3443001 |560200|		2026/10	9.55
				025064	20811	3443001 |560210|		2026/10	24.39
				025064	115	3443001 |560210|		2026/10	15.50
				025064	5W20BULK	3443001 |560210|		2026/10	20.28
				025065	100255	3443001 |560200|		2026/10	4.25
				025065	20811	3443001 |560210|		2026/10	24.39
				025065	115	3443001 |560210|		2026/10	15.50
				025065	0W20BULK	3443001 |560210|		2026/10	28.64
				025078	F2GZ1A189A	3443001 |560190|		2026/10	74.33
				025082	RTU1DEX	3443001 |560210|		2026/10	9.30
						Total For Check #	**338355**		**1,215.37**
04/23/2026	338356			25047	3157NAN	3443001 |560200|		2026/10	1.20
						Total For Check #	**338356**		**1.20**
04/23/2026	338360	49	OKLAHOMA DEPT OF PUBLIC	LET-022527	LET-022527 04/14/2026	3443006 |550540|		2026/10	3,805.00
						Total For Check #	**338360**		**3,805.00**
04/23/2026	338361	98	OKLAHOMA NATURAL GAS CO	252838500 04142026	213245206 2528385 00 APRIL 29, 2026	3443009 |550240|		2026/10	221.23
				110008282 04142026	213245197 1100082 82 APRIL 14, 2026	3443001 |550240|		2026/10	226.49
				114839300 04142026	210157046 1148393 00 APRIL 14, 2026	3443001 |550240|		2026/10	189.67
						Total For Check #	**338361**		**637.39**
04/23/2026	338362	5422	OKLAHOMA PROMO LLC	200482	Swag Items for PRU	3443001 |550280|		2026/10	655.00
				200473	Swag Items for Olivia Russell	3443001 |560230|		2026/10	390.00
						Total For Check #	**338362**		**1,045.00**
04/23/2026	338363	2362	OKLAHOMA VETERINARY	290717	290717 APRIL 13, 2026	3443001 |530870|		2026/10	3,881.34
						Total For Check #	**338363**		**3,881.34**
04/23/2026	338370	148	RAY ALLEN MANUFACTURING	RINV491564	New Bite Suit for K-9 Officers	3443001 |560470|		2026/10	1,906.98
						Total For Check #	**338370**		**1,906.98**
04/23/2026	338377	335	SERVICE OKLAHOMA	L1770163768	L1770163768 APRIL 15, 2026	3443001 |560230|		2026/10	31.00
						Total For Check #	**338377**		**31.00**

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04/23/2026	338380	1586	PETER GERNER	5763	5763 04/09/2026	3443001 |540200|		2026/10	479.00
						Total For Check # 338380			**479.00**
04/23/2026	338386	4917	FIRST RESPONDER	189996-1	Patrol and Dress Uniforms Academy Class	3443001 |560100|		2026/10	3,136.55
				190017-1	Patrol and Dress Uniforms Academy Class	3443001 |560100|		2026/10	92.50
				192257-1	Patrol and Dress Uniforms Academy Class	3443001 |560100|		2026/10	88.55
				191872-1	Patrol and Dress Uniforms Academy Class	3443001 |560100|		2026/10	92.50
						Total For Check # 338386			**3,410.10**
04/23/2026	338388	4045	STEPHANIE BRADLEY	277	Professional Services by Dr. Bradley DVM	3443009 |560230|		2026/10	160.00
				276	Professional Services by Dr. Bradley DVM	3443009 |530870|		2026/10	293.32
						Total For Check # 338388			**453.32**
04/23/2026	338392	1104	TIGER, INC.	0326287629	0326287629 04/13/2026	3443001 |550240|		2026/10	85.26
				0326287643	0326287643 04/13/2026	3443001 |550240|		2026/10	232.53
						Total For Check # 338392			**317.79**
04/23/2026	338419	1095	WINDSTREAM HOLDINGS II LLC	101250768 03272026	FY26 ANNUAL AGREEMENT	3443001 |550220|		2026/10	77.02
				77462664	FY26 ANNUAL AGREEMENT	3443001 |550540|		2026/10	536.44
						Total For Check # 338419			**613.46**
						Total For Fund 344			**293,760.66**
						Number of Invoices For Fund 344			**310**

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CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/16/2026	338055	891	BRYAN MYRICK	PDR 04192026A	PER DIEM FOR FDIC 2026 CONFERENCE	3453503 |550030|		2026/10	120.00
						Total For Check # 338055			**120.00**
04/16/2026	338058	4633	COLONIAL LIFE & ACCIDENT	195529	Payroll Run 1 - Warrant 260327	345 |218590|		2026/9	543.52
						Total For Check # 338058			**543.52**
04/16/2026	338061	2195	JAMIE MIKISH	PDR 04192026A	PER DIEM FOR FDIC 2026 CONFERENCE	3453503 |550030|		2026/10	120.00
						Total For Check # 338061			**120.00**
04/16/2026	338064	4890	JUSTIN CHEATHAM	TRR WI4B2026	TUITION REIMB- WINTER TERM 4B26	3453501 |530110|		2026/10	869.00
						Total For Check # 338064			**869.00**
04/16/2026	338070	2190	MICHAEL WHINERY	PDR 04192026A	PER DIEM FOR FDIC 2026 CONFERENCE	3453503 |550030|		2026/10	120.00
						Total For Check # 338070			**120.00**
04/16/2026	338080	893	RYAN LAWSON	PDR 04192026A	PER DIEM FOR FDIC 2026 CONFERENCE	3453503 |550030|		2026/10	120.00
						Total For Check # 338080			**120.00**
04/16/2026	338086	5679	SPENCER ROBERTS	PDR 04192026A	PER DIEM FOR FDIC 2026 CONFERENCE	3453503 |550030|		2026/10	120.00
						Total For Check # 338086			**120.00**
04/16/2026	338089	2675	TIMOTHY AMBROSE	PDR 04192026A	PER DIEM FOR FDIC 2026 CONFERENCE	3453503 |550030|		2026/10	120.00
						Total For Check # 338089			**120.00**
04/16/2026	338091	2906	TREVOR ELLIOTT	PDR 04192026A	PER DIEM FOR FDIC 2026 CONFERENCE	3453503 |550030|		2026/10	120.00
						Total For Check # 338091			**120.00**
04/16/2026	338094	712	WILLIAM WILKINSON	PDR 04192026A	PER DIEM FOR FDIC 2026 CONFERENCE	3453503 |550030|		2026/10	120.00
						Total For Check # 338094			**120.00**
04/16/2026	338102	4935	AMAZON.COM SALES INC	19M9-KPFM-DQK4	UPS Battery - Physical Resources Bldg	3453501 |560230|		2026/10	72.99
				1MFF-TKTH-F1P9	ITEM: Logitech Wireless Presenter R500s,	3453501 |560030|		2026/10	36.89
				14WG-FWJL-3WW1	ITEM: BIC Round Stic Xtra Life Ballpoint	3453501 |560030|		2026/10	4.29
				1X1V-G9TV-LF49	ITEM: RPJC 8x10 Picture Frames Made of	3453501 |560230|		2026/10	132.10
				13N9-7X1X-NFMJ	ITEM: Funtery Mini Pullback Fire Truck	3453504 |560230|		2026/10	122.52
						Total For Check # 338102			**368.79**
04/16/2026	338118	996	CITY OF BROKEN ARROW	195525	Payroll Run 1 - Warrant 260327	345 |218180|		2026/9	125.00

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				195525	Payroll Run 1 - Warrant 260327	345 |218360|		2026/9	2,516.57
						Total For Check # 338118			**2,641.57**
04/16/2026	338128	1552	EMS TECHNOLOGY SOLUTIONS	INV2991	MULTIPLE LICENSES	3453502 |540550|		2026/10	1,706.00
				INV2539	MULTIPLE LICENSES	3453502 |540550|		2026/10	1,706.00
						Total For Check # 338128			**3,412.00**
04/16/2026	338136	76	GRAINGER	9863582285	Replacement gas sniffer's	3453501 |560240|		2026/10	539.00
						Total For Check # 338136			**539.00**
04/16/2026	338141	4978	HIPOWER SYSTEMS	2026-053	BLANKET PO FOR BID# 26.122	3453501 |540280|		2026/10	1,311.37
						Total For Check # 338141			**1,311.37**
04/16/2026	338144	2419	INDUSTRIAL ORGANIZATIONAL	C65484A	FD LT & CPT PROMO PROCESS 2025-	3453501 |530870|		2026/10	22,393.34
						Total For Check # 338144			**22,393.34**
04/16/2026	338145	3537	J & J BOWERS LAWN CARE	041226	BLANKET PO FOR LAWN CARE	3453503 |540280|		2026/10	450.00
						Total For Check # 338145			**450.00**
04/16/2026	338146	5131	KEVIN BEHE	15872	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	4.65
				15909	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	5.58
				15894	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	2.79
				15895	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	5.58
				15959	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	4.65
				15954	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	6.04
				15952	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	3.72
				15953	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	4.65
				15955	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	4.65
				15956	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	4.65
				15957	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	4.65
				15958	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	4.65
				15910	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	5.58
				15896	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	2.79
				15897	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	6.05
				15898	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	5.58
				15899	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	3.72
				15900	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	3.73
				15901	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	3.72

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				15907	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	6.04
				15911	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	12.09
				15903	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	4.65
				15951	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	6.04
				15891	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	3.72
				15890	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	4.65
				15892	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	4.65
				15893	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	4.65
						Total For Check # 338146			**133.92**
04/16/2026	338150	3568	KNO2 LLC	INV121420	ANNUAL FEE - SAAS SOFTWARE	3453502 |540550|		2026/10	1,600.00
						Total For Check # 338150			**1,600.00**
04/16/2026	338152	1088	LIFE ASSIST INC	2098980	BLANKET PO FOR EMS	3453502 |560230|		2026/10	850.00
						Total For Check # 338152			**850.00**
04/16/2026	338160	25	NAPA AUTO PARTS	024924	3710871	3453502 |560200|		2026/10	26.28
						Total For Check # 338160			**26.28**
04/16/2026	338161	1591	NATIONWIDE POWER	454504	UPS Battery Replacement Stations 2 & 7	3453501 |540290|		2026/10	1,750.00
				454505	UPS Battery Replacement Stations 2 & 7	3453501 |540290|		2026/10	1,600.00
						Total For Check # 338161			**3,350.00**
04/16/2026	338167	96	OTA PIKEPASS CENTER	20260392753	20260392753 03/31/2026	3453501 |550030|		2026/10	488.70
				20260392753	20260392753 03/31/2026	3453502 |550030|		2026/10	390.95
				20260392753	20260392753 03/31/2026	3453501 |550030|		2026/10	-488.70
				20260392753	20260392753 03/31/2026	3453502 |550030|		2026/10	-382.93
						Total For Check # 338167			**8.02**
04/16/2026	338170	4508	C A ASSETS LLC	28946	28946 03/26/2026	3453501 |540070|		2026/10	135.00
						Total For Check # 338170			**135.00**
04/16/2026	338174	5481	RINGCENTRAL, INC.	CD_001391398	Ring Central MRC for Fiscal 26	3453501 |550220|		2026/10	859.44
						Total For Check # 338174			**859.44**
04/16/2026	338187	941	SPECIAL-OPS UNIFORMS,INC.-	820044	CP94 Knit Skull Cap w/logo	3453503 |560100|		2026/10	249.90
						Total For Check # 338187			**249.90**

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04/16/2026	338191	4381	HOWMEDICA OSTEONICS	9211831949	Procare for Power Loads and Lucas	3453502 |540550|		2026/10	46,640.00
						Total For Check # 338191			**46,640.00**
04/16/2026	338203	949	TULSA WINNELSON COMPANY	697614 01	BLANKET PO MISC. PLUMBING	3453501 |560180|		2026/10	39.58
				697962 01	BLANKET PO MISC. PLUMBING	3453501 |560180|		2026/10	197.21
						Total For Check # 338203			**236.79**
04/16/2026	338206	333	TURNER ROOFING SERVICES	26-2076	26-2076 04/07/2026	3453501 |540070|		2026/10	500.00
						Total For Check # 338206			**500.00**
04/23/2026	338266	4935	AMAZON.COM SALES INC	1MCT-DP1L-LW3C	Various items	3453501 |560230|		2026/10	211.64
				1MCT-DP1L-LW3C	Various items	3453501 |560300|		2026/10	49.57
				1XRT-K4RT-CY1V	ITEM: 250 Star of Life EMT Stickers -	3453504 |560230|		2026/10	40.98
				1QV7-CLYQ-CP6D	ITEM: Honoson Dumpster Bag Reusable	3453501 |560230|		2026/10	418.92
				1RYH-Y9Q3-M3W7	ITEM: HEINPRO Cordless Leaf Blower	3453504 |560230|		2026/10	39.99
						Total For Check # 338266			**761.10**
04/23/2026	338268	5180	AMERICAN MEDICAL GAS	4544	BLANKET PO FOR EMS OXYGEN AND	3453502 |560230|		2026/10	232.00
				4513	BLANKET PO FOR EMS OXYGEN AND	3453502 |560230|		2026/10	112.00
						Total For Check # 338268			**344.00**
04/23/2026	338274	931	AXON ENTERPRISE INC	INUS435571	Axon Evidence.com Licenses	3453504 |540550|		2026/10	3,339.21
						Total For Check # 338274			**3,339.21**
04/23/2026	338281	18	BOUND TREE MEDICAL	86150872	BLANKET PO FOR EMS SUPPLIES	3453502 |560230|		2026/10	4,775.20
						Total For Check # 338281			**4,775.20**
04/23/2026	338287	29	CASCO INDUSTRIES INC	282163	MSA parts needed for SCBA repairs	3453501 |560310|		2026/10	988.00
						Total For Check # 338287			**988.00**
04/23/2026	338292	37	CINTAS CORPORATION	5327855611	BLANKET PO FOR ALL DEPARTMENT	3453501 |560230|		2026/10	302.37
						Total For Check # 338292			**302.37**
04/23/2026	338294	1391	CLEAN THE UNIFORM CO	52187170	52187170 APRIL 8, 2026	3453501 |540330|		2026/10	42.01
				52187170	52187170 APRIL 8, 2026	3453501 |560300|		2026/10	57.50
				52187651	52187651 APRIL 10, 2026	3453501 |540330|		2026/10	38.38
				52187651	52187651 APRIL 10, 2026	3453501 |560300|		2026/10	264.50
				52187169	52187169 APRIL 8, 2026	3453501 |540330|		2026/10	30.78

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				52187169	52187169 APRIL 8, 2026	3453501 |560300|		2026/10	57.00
				52187652	52187652 APRIL 10, 2026	3453501 |540330|		2026/10	38.72
				52187652	52187652 APRIL 10, 2026	3453501 |560300|		2026/10	64.98
				52187647	52187647 APRIL 10, 2026	3453501 |540330|		2026/10	27.35
				52187647	52187647 APRIL 10, 2026	3453501 |560300|		2026/10	178.00
						Total For Check # 338294			**799.22**
04/23/2026	338310	1231	AT&T MOBILITY LLC	19339297X04082026	287319339297X04082026	3453501 |550540|		2026/10	1,635.03
				19339297X04082026	287319339297X04082026	3453501 |550540|		2026/10	283.78
						Total For Check # 338310			**1,918.81**
04/23/2026	338311			19128175x04082026	287319128175x04082026	3453501 |550220|		2026/10	130.14
				19128175x04082026	287319128175x04082026	3453502 |550220|		2026/10	33.01
				19128175x04082026	287319128175x04082026	3453501 |550540|		2026/10	2,577.12
				19128175x04082026	287319128175x04082026	3453502 |550540|		2026/10	664.99
				19128175x04082026	287319128175x04082026	3453501 |560240|		2026/10	406.89
						Total For Check # 338311			**3,812.15**
04/23/2026	338328	798	HENRY SCHEIN INC	55155909	EMS SUPPLIES ACCT 1199339	3453502 |560230|		2026/10	3,473.59
						Total For Check # 338328			**3,473.59**
04/23/2026	338329	1582	IMPERIAL LLC	04334324215	PO FOR COFFEE PURCHASES	3453501 |560230|		2026/10	49.20
						Total For Check # 338329			**49.20**
04/23/2026	338332	3537	J & J BOWERS LAWN CARE	041926	BLANKET PO FOR LAWN CARE	3453503 |540280|		2026/10	450.00
						Total For Check # 338332			**450.00**
04/23/2026	338336	5131	KEVIN BEHE	16104	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	3.72
				15963	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	3.72
				16110	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	4.65
				16100	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	3.72
				16106	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	2.79
				15964	CITY COUNCIL 07/14/25	3453501 |540070|		2026/10	7.44
						Total For Check # 338336			**26.04**
04/23/2026	338340	4452	L3HARRIS TECHNOLOGIES INC	93470814	XL-400P Belt Clips	3453501 |560500|		2026/10	633.51
						Total For Check # 338340			**633.51**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/23/2026	338343	1088 LIFE ASSIST INC	2095322	BLANKET PO FOR EMS	3453502 |560230|		2026/10	4,630.00
			2097365	BLANKET PO FOR EMS	3453502 |560230|		2026/10	520.00
			2097528	BLANKET PO FOR EMS	3453502 |560230|		2026/10	2,249.35
			2102437	BLANKET PO FOR EMS	3453502 |560230|		2026/10	4,235.20
					Total For Check # 338343			**11,634.55**
04/23/2026	338344	821 LIGHT HOUSE UNIFORMS CO.	A-332653	A-332653 MARCH 30, 2026	3453501 |560100|		2026/10	515.80
					Total For Check # 338344			**515.80**
04/23/2026	338346	131 LOCKE SUPPLY COMPANY	58039119-00	BLANKET PO FOR PLUMBING &	3453501 |560180|		2026/10	47.14
					Total For Check # 338346			**47.14**
04/23/2026	338354	25 NAPA AUTO PARTS	25232	795351	3453501 |560200|		2026/10	250.24
			25233	706680	3453501 |560200|		2026/10	936.34
			25000	FT9419	3453501 |560200|		2026/10	60.56
			25000	FT9418	3453501 |560200|		2026/10	64.30
			25007	70C00VCR	3453501 |560200|		2026/10	123.32
			25033	FT880279	3453501 |560200|		2026/10	141.06
			25033	FT8312	3453501 |560200|		2026/10	60.06
			25033	FT8472	3453501 |560200|		2026/10	64.00
			25033	FT880422	3453501 |560200|		2026/10	171.18
			25035	7151	3453502 |560200|		2026/10	15.05
			25035	230266	3453502 |560200|		2026/10	10.91
			25035	200905	3453502 |560200|		2026/10	20.38
			25035	15W40BULK	3453502 |560210|		2026/10	49.40
			25035	2413	3453502 |560230|		2026/10	6.34
			25051	LC3Z16C826A	3453502 |560200|		2026/10	50.17
			25051	LC3Z16C826B	3453502 |560200|		2026/10	51.11
			025190	33281	3453502 |560200|		2026/10	156.14
			025190	33462	3453502 |560200|		2026/10	81.98
			025190	39250	3453502 |560200|		2026/10	120.94
			025190	39412	3453502 |560200|		2026/10	68.82
			025190	HC3Z1S175C	3453502 |560200|		2026/10	132.44
			025192	F81Z1001BA	3453502 |560200|		2026/10	9.64
			025192	HC3Z1S175C	3453502 |560200|		2026/10	-132.44
			025054	8822	3453501 |560230|		2026/10	360.00
			025066	MTP65HD	3453501 |560200|		2026/10	149.29
			025070	200905	3453502 |560190|		2026/10	20.38

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
				025070	7151	3453502 |560200|		2026/10	15.05
				025070	300458	3453502 |560200|		2026/10	49.89
				025070	230266	3453502 |560200|		2026/10	10.91
				025070	15W40BULK	3453502 |560210|		2026/10	57.00
				025072	MTX65	3453502 |560200|		2026/10	430.54
						Total For Check #	**338354**		**3,605.00**
04/23/2026	338355			25217	7031899	3453501 |560200|		2026/10	13.02
				25226	84032	3453502 |560210|		2026/10	48.78
				24978	34874	3453502 |560230|		2026/10	4.81
				24978	22475	3453502 |560230|		2026/10	5.76
				24989	6403	3453502 |560230|		2026/10	38.89
				24992	2413	3453501 |560230|		2026/10	6.34
				24993	EBGEL	3453502 |560200|		2026/10	7.07
				24993	2413	3453502 |560230|		2026/10	3.17
				25001	ECR2450BP	3453501 |560200|		2026/10	4.60
				25002	EN91	3453502 |560200|		2026/10	1.40
				25002	EN92	3453502 |560200|		2026/10	3.04
				25004	7060	3453501 |560200|		2026/10	4.25
				25004	115	3453501 |560210|		2026/10	15.50
				25004	5W20BULK	3453501 |560210|		2026/10	23.66
				25034	2413	3453501 |560230|		2026/10	6.34
				25040	78477560624	3453502 |560200|		2026/10	5.54
				025194	5795	3453502 |560200|		2026/10	3.96
				025056	209578	3453502 |560200|		2026/10	17.10
				025061	1372	3453501 |560200|		2026/10	4.25
				025061	9883	3453501 |560200|		2026/10	12.73
				025061	115	3453501 |560210|		2026/10	15.50
				025061	5W30BULK	3453501 |560210|		2026/10	26.67
				025061	2413	3453501 |560230|		2026/10	6.34
				025073	7304232	3453501 |560200|		2026/10	27.00
				025080	300458	3453502 |560200|		2026/10	49.89
						Total For Check #	**338355**		**355.61**
04/23/2026	338359	4349	OKIE PACKAGING &	321567BO1	BLANKET ORDER FOR BLANKET PO	3453502 |560230|		2026/10	415.75
						Total For Check #	**338359**		**415.75**
04/23/2026	338389	3871	SUMMIT FIRE & SECURITY LLC	4024861	4024861 APRIL 16, 2026	3453501 |540070|		2026/10	530.00

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
						Total For Check # 338389			**530.00**
04/23/2026	338415	897	WASTE MANAGEMENT QUARRY	2436838-1006-9	22-38445-73002 MARCH1-31, 2026	3453503 |540330|		2026/10	388.50
						Total For Check # 338415			**388.50**
04/23/2026	338421	3917	WILLIAMS MEDICAL GROUP	787	787 03/19/2026	3453502 |530870|		2026/10	345.00
						Total For Check # 338421			**345.00**
						Total For Fund 345			**127,587.69**
						Number of Invoices For Fund 345			**170**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/23/2026	338340	4452	L3HARRIS TECHNOLOGIES INC	93469944	Two Mobile Radios for CIT Traverses	3491700 |570020|	2630410	2026/10	8,712.56
						Total For Check # 338340			**8,712.56**
04/23/2026	338412	868	COUNTRY FORD-MERCURY INC	2011800	Two Chevy Traverses for CIT	3491700 |570020|	2630410	2026/10	41,676.00
						Total For Check # 338412			**41,676.00**
						Total For Fund 349			**50,388.56**
						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
04/16/2026	338179	3216	SCISSOR TAIL CONSTRUCTION,	PA 8 191711	Prj 191711-Renovation of EMS Bldg	5921700 |570150|	191711	2026/10	69,842.82
						Total For Check # 338179			**69,842.82**
04/16/2026	338185	1128	SMITH BROTHERS ABSTRACT &	307260895-5	307260895-5 APRIL 2, 2026 RADIUS	5921700 |570180|	191713	2026/10	125.00
						Total For Check # 338185			**125.00**
04/23/2026	338351	5348	MONTE R. LEE AND COMPANY	0326326	Radio Tower PN 191793	5921700 |570180|	191713	2026/10	2,287.88
						Total For Check # 338351			**2,287.88**
						Total For Fund 592			**72,255.70**
						Number of Invoices For Fund 592			**3**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/16/2026	338121	5323	COLUMN SOFTWARE PBC	B6BD5005-0296	B6BD5005-0296 03/03/2026	5935300 |570160|	ST24150	2026/10	305.49
						Total For Check # 338121			**305.49**
04/16/2026	338131	3689	FREESE AND NICHOLS INC	0001400221	SW24070 Preserve Park	5935305 |570160|	SW24070	2026/10	17,294.38
						Total For Check # 338131			**17,294.38**
04/16/2026	338149	1124	KIVELL,RAYMENT AND	1509.197	INV 1509.197 APRIL 12, 2024	5935300 |570160|	ST26020	2026/10	1,200.00
						Total For Check # 338149			**1,200.00**
04/16/2026	338159	3669	MYERS-CHERRY	PA 3 203019	Jail Expansion Contract	5933008 |570150|	203019	2026/10	490,031.61
						Total For Check # 338159			**490,031.61**
04/16/2026	338179	3216	SCISSOR TAIL CONSTRUCTION,	PA 8 191711	Prj 191711-Renovation of EMS Bldg	5931700 |570150|	191711	2026/10	74,809.33
						Total For Check # 338179			**74,809.33**
04/16/2026	338181	1263	SELSER SCHAEFER	2602147	Operations Center Admin Building 2317210	5931700 |570160|	2317210	2026/10	12,218.59
						Total For Check # 338181			**12,218.59**
04/16/2026	338198	1329	TRI STAR CONSTRUCTION LLC	PA 3 ST1926A	Houston Street Improvements	5935300 |570150|	ST1926	2026/10	8,360.00
						Total For Check # 338198			**8,360.00**
04/16/2026	338211	591	UNION PACIFIC RAILROAD	MARCH 2, 2026	3/2/26 LICENSE FEE FOR PIPELINE	5935300 |570160|	ST2027	2026/10	9,800.00
						Total For Check # 338211			**9,800.00**
04/16/2026	338221	5372	WYATT CONTRACTING INC	PA FINAL SW1910	Stoneridge & Elm Drainage Improvements-	5935305 |570150|	SW1910	2026/10	91,349.13
						Total For Check # 338221			**91,349.13**
04/23/2026	338314	674	GARVER ENGINEERS	23T27000-21	WIDENING OF 9TH STREET NEW	5935300 |570160|	ST23280	2026/10	2,572.50
						Total For Check # 338314			**2,572.50**
04/23/2026	338316	1256	GEODECA LLC	2507051B	Harp Blvd. SW25130	5935305 |570160|	SW25130	2026/10	1,170.00
						Total For Check # 338316			**1,170.00**
04/23/2026	338349	3480	MARQUARDT ENGINEERING	PA 2 ST24300	Elm & Tucson Improvements ST24300	5935300 |570160|	ST24300	2026/10	6,207.50
						Total For Check # 338349			**6,207.50**
04/23/2026	338382	5078	SJC COMMUNICATIONS, LLC	3826-PRO	OPS Admin building data cabling	5931700 |570150|	2317210	2026/10	21,080.21
						Total For Check # 338382			**21,080.21**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
Total For Fund 593								736,398.74
Number of Invoices For Fund 593								13

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/16/2026	338072	205	OKLAHOMA TAX COMMISSION	03312026	(MITF) ASSESSMENT FOR QUARTER	6601700 |550900|		2026/10	16,628.78
						Total For Check # 338072			**16,628.78**
04/16/2026	338208	2517	TWO OAKS INVESTMENT	5878	MONTHLY CLAIMS SERVICE - APRIL	6601700 |530870|		2026/10	6,666.67
						Total For Check # 338208			**6,666.67**
04/16/2026	338220	2518	WORKER'S COMPENSATION	04022026	APRIL 02, 2026 PAYMENT SUMMARY	6601700 |530080|		2026/10	176.00
				04022026	APRIL 02, 2026 PAYMENT SUMMARY	6601700 |530870|		2026/10	8.00
				04022026	APRIL 02, 2026 PAYMENT SUMMARY	6601700 |530880|		2026/10	17,848.79
				04022026	APRIL 02, 2026 PAYMENT SUMMARY	6601700 |550900|		2026/10	2,015.95
				04092026	APRIL 9, 2026 PAYMENT SUMMARY	6601700 |530080|		2026/10	3,357.75
				04092026	APRIL 9, 2026 PAYMENT SUMMARY	6601700 |530080|		2026/10	-140.00
				04092026	APRIL 9, 2026 PAYMENT SUMMARY	6601700 |530870|		2026/10	4.00
				04092026	APRIL 9, 2026 PAYMENT SUMMARY	6601700 |530880|		2026/10	975.48
				04092026	APRIL 9, 2026 PAYMENT SUMMARY	6601700 |550900|		2026/10	2,015.95
						Total For Check # 338220			**26,261.92**
04/23/2026	338420			041662026	APRIL 16, 2026 PAYMENT SUMMARY	6601700 |530080|		2026/10	1,320.50
				041662026	APRIL 16, 2026 PAYMENT SUMMARY	6601700 |530870|		2026/10	445.34
				041662026	APRIL 16, 2026 PAYMENT SUMMARY	6601700 |530880|		2026/10	10,591.26
				041662026	APRIL 16, 2026 PAYMENT SUMMARY	6601700 |530880|		2026/10	-38.42
				041662026	APRIL 16, 2026 PAYMENT SUMMARY	6601700 |550900|		2026/10	4,749.39
						Total For Check # 338420			**17,068.07**
						Total For Fund 660			**66,625.44**
						Number of Invoices For Fund 660			**16**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/16/2026	338058	4633	COLONIAL LIFE & ACCIDENT	195529	Payroll Run 1 - Warrant 260327	6611700 |530890|		2026/9	20.72
						Total For Check # 338058			**20.72**
04/16/2026	338215	3769	VIRTA MEDICAL PC	INV00163168	DIABETES REVERSAL PROGRAM	6611700 |530870|		2026/10	3,256.00
						Total For Check # 338215			**3,256.00**
04/23/2026	338224	4904	AMERITAS LIFE INSURANCE	MARCH 2026	DENTAL 010-3002115 MARCH 2026	6611700 |530890|		2026/10	3,177.72
						Total For Check # 338224			**3,177.72**
						Total For Fund 661			**6,454.44**
						Number of Invoices For Fund 661			**3**

City of Broken Arrow
Check Register by Fund

CHECK DATE	CHECK #	VENDOR	NAME	INVOICE	DESCRIPTION	G/L NUMBER	PROJECT	YEAR/PERIOD	AMOUNT
04/23/2026	338277	16	BANK OF OKLAHOMA	12MBAGOB2012 05/26	GO BOND 2012	7707000 |580020|		2026/10	51,562.50
				12MBAGOB2012 05/26	GO BOND 2012	7707000 |580030|		2026/10	300.00
				BROKARROK18A	GO BOND 2018	7707000 |580010|		2026/10	985,000.00
				BROKARROK18A	GO BOND 2018	7707000 |580020|		2026/10	211,218.77
				BROKARROK18A	GO BOND 2018	7707000 |580030|		2026/10	300.00
				BAOKGO2023 05/26	GO BOND 2023	7707000 |580020|		2026/10	727,700.00
				BAOKGO2023 05/26	GO BOND 2023	7707000 |580030|		2026/10	300.00
				BAOKGO2024 05/26	GO BONDS 2024	7707000 |580020|		2026/10	1,440,103.14
				BAOKGO2024 05/26	GO BONDS 2024	7707000 |580030|		2026/10	300.00
						Total For Check # 338277			**3,416,784.41**
						Total For Fund 770			**3,416,784.41**
						Number of Invoices For Fund 770			**9**

04/16/2026	338074	999907 OTP - COURT REFUNDS	0001064	882	|201020|	2026/10	470.00
				Total For Check #	**338074**		**470.00**
04/16/2026	338075		0001062	882	|201020|	2026/10	400.00
				Total For Check #	**338075**		**400.00**
04/16/2026	338076		0001061	882	|201020|	2026/10	1,710.00
				Total For Check #	**338076**		**1,710.00**
04/16/2026	338077		0001058	882	|201020|	2026/10	100.00
				Total For Check #	**338077**		**100.00**
04/16/2026	338078		0001065	882	|201020|	2026/10	200.00
				Total For Check #	**338078**		**200.00**
04/23/2026	338241		0001071	882	|201020|	2026/10	570.00
				Total For Check #	**338241**		**570.00**
04/23/2026	338244		0001069	882	|201020|	2026/10	170.00
				Total For Check #	**338244**		**170.00**
04/23/2026	338245		0001066	882	|201020|	2026/10	500.00
				Total For Check #	**338245**		**500.00**
04/23/2026	338251		0001067	882	|201020|	2026/10	170.00
				Total For Check #	**338251**		**170.00**
04/23/2026	338253		0001068	882	|201020|	2026/10	214.00
				Total For Check #	**338253**		**214.00**
				Total For Fund	**882**		**4,504.00**
				Number of Invoices For Fund	**882**		**10**
				Total For ALL Checks			**7,186,149.93**
				Total Number of Invoices			**1,954**

City of Broken Arrow

Request for Action

File #: 26-538, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:
Presentation, discussion, and possible acceptance of the 2025-2026 Broken Arrow Youth City Council's Big Idea

Background:
As part of the Youth City Council (YCC) experience each school year, students are asked to research and select an idea to present to the City Council that would benefit the City of Broken Arrow.

This year, students discussed the need for an online platform for those looking for volunteer opportunities in Broken Arrow. If approved, YCC members recommend that their ideas be considered and discussed by staff and leadership to determine if the changes are feasible to include on the city's website.

The Youth City Council is asking for support from the City Council members and City administration to carry out this initiative.

Cost: **$0**

Funding Source: N/A

Requested By: City Manager's Office

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

Attachments: None

Recommendation:
Accept the Big Idea presented by the Youth City Council.

City of Broken Arrow

Request for Action

File #: 26-539, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:
Presentation, discussion, and recognition of the Youth City Council graduating seniors for school year 2025-2026

Background:
2026 marks the 25th year of the City of Broken Arrow Youth City Council, established in June of 2001 by former Mayor Wade McCaleb. The Youth City Council represents an effort to link today's leaders with tomorrow's leaders.

Councilors Johnnie Parks and Justin Green are the Youth City Council program sponsors for the 2025-2026 school year. This year, we have nine (9) seniors graduating from the program:

Everett Campbell

Isaac Fowble

Lizzie Grounds - YCC Mayor

Savannah Henry

Stephanie Hill

Autumn McKittrick

Kaylee Morris - YCC Vice Mayor

Hector Ochoa

Yireh Oh

Cost: $0

Funding Source: N/A

Requested By: City Manager's Office

Approved By: City Manager's Office

Attachments: Youth City Council Oath of Office

Recommendation:
Recognize the nine graduating 2025-2026 Youth City Council seniors

City of Broken Arrow

Request for Action

File #: 26-556, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:
Presentation and annual programming update by the Museum Broken Arrow

Background:
The Museum Broken Arrow will update the City Council members on operations and programming.

Cost: $0

Funding Source: None

Requested By: Lori Hill, Community Relations Manager

Approved By: City Manager's Office

Attachments: None

Recommendation:
No action required.

City of Broken Arrow

Request for Action

File #: 26-557, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:
Presentation and annual programming update by the Broken Arrow Genealogy Society

Background:
The Broken Arrow Genealogy Society will update the City Council members on operations and programming.

Cost: $0

Funding Source: None

Requested By: Lori Hill, Community Relations Manager

Approved By: City Manager's Office

Attachments: None

Recommendation:
No action required.

City of Broken Arrow

Request for Action

File #: 26-558, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:
Presentation and annual programming update by ArtsOK for Arts@302

Background:
ArtsOK will update the City Council members on operations and programming of Arts@302.

Cost: $0

Funding Source: None

Requested By: Lori Hill, Community Relations Manager

Approved By: City Manager's Office

Attachments: None

Recommendation:
No action required.

City of Broken Arrow

Request for Action

File #: 26-642, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:

Public hearing, consideration, and possible action regarding PUD-002519-2025 and BAZ-002633-2026, and abrogation of PUD-307, Aspen Creek Villas, 90.33 acres, Commercial Heavy (CH) to Single-family Residential - Compact (RS-C), located north of Tucson Street (121st Street) and approximately one-quarter mile east of Olive Avenue (129th Avenue)

Background:
PUD-002519-2025 is a planned unit development for a single-family residential development. This property is located north of Tucson Street (121st Street) and approximately one-quarter mile east of Olive Avenue (129th Avenue). The land is currently unplatted and is 90.33 acres in size before ROW dedications are accounted for.

PUD-307 was created for a master development including multifamily residential and commercial uses. PUD-307A amended this PUD and changed the planned location of the multifamily development to where the now constructed multifamily development, The Trails at Aspen Creek, is located. Along with PUD-2519-2025 is a request to abrogate the portion of PUD-307 that is on this property.

BAZ-002633-2026 is a rezoning request to change the zoning of the property from CH (Commercial Heavy) to RS-C (Single-family residential - Compact). This area is currently classified as Level 2 - Urban Residential under the Land Use Intensity System via COMP-001296-2024 that was approved by City Council on May 7th, 2024. And this Comprehensive Plan designation does support this rezoning request to RS-C.

This proposed PUD development details that the maximum number of dwelling units (lots) is 350. With 225 of those dwelling units (lots) having a width of at least 52 feet in width and the remaining 125 lots having a width of at least 60 feet in width. The minimum lot size for all lots would be 6,000 square feet. Building setbacks would be 20 feet from the rear lot lines, 5 feet from the side lot lines, and 25 feet from the front lot lines.

Due to the amount of land area needed to be dedicated for the Tucson Street right-of-way and the future Creek Turnpike Frontage Road right-of-way, staff and the applicant have come to a compromise of a modification of the open space standards for RS-C developments. Normally, RS-C developments have a 15 percent open space requirement, however this development does include 125 lots with a minimum width of 60 feet in width, aligning with RS standards. RS has no open space requirements. Considering the above specifics, staff and the applicant have reached a compromise of eight percent open space requirement of the gross development area. This open space would still need to meet the other requirements for open space (floodplain, usability, accessibility, etc.)

There have been previous discussions on the widening of Tucson St (arterial road to the south of PUD area) and this housing development. On April 7, 2026, voters in the City of Broken Arrow approved Proposition 1 of the

Broken Arrow GO Bond package which included bond funding for reconstruction and widening improvements to the intersection of Tucson Street (121st Street) and Olive Avenue (129th E Avenue) and on Tucson Street (121 st Street) between Olive Avenue (129th E Avenue) and Aspen Avenue (145th E Avenue).

The initial public hearing for this request was held during the February 26, 2026, Planning Commission meeting. An adjacent property owner spoke with concerns about potential drainage impacts from the development. Planning Commission members posed questions regarding the need for a frontage road dedication, the existing billboards on this site along the Creek Turnpike, and a preference for a mix of lot sizes. The item was tabled to allow the applicant time to revise the PUD document and conceptual site layout. The revised conceptual plan includes an 80-foot-wide frontage road dedication as well as a reserve area for the existing billboards on the site. The revised project was reviewed at the April 23, 2026, Planning Commission meeting where it was recommended for approval (5-0 vote). No members of the public spoke in favor or in opposition to this request.

Cost: $0

Funding Source: -

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Published Planning Commission Staff Report
Case Map
Aerial Photo
Comprehensive Plan Map
Aspen Creek Villas Development Outline

Recommendation:
Approve PUD-002519-2025, BAZ-002633-2025, and abrogation of PUD-307 per Staff and Planning Commission recommendations.

Broken Arrow Planning Commission
04-23-2026

To:	**Chair and Commission Members**
From:	**Community Development Department**
Title:	

..title

Public hearing, consideration, and possible action regarding PUD-002519-2025, major amendment to PUD-307, and BAZ-002633-2026, Aspen Creek Villas, 90.33 acres, Commercial Heavy (CH) to Single-family Residential – Compact (RS-C), located north of Tucson Street (121st Street) and approximately one quarter mile east of Olive Avenue (129th Avenue).

..End

Background:

Applicant:	Alan Betchan, AAB Engineering, LLC
Owner:	Chuck Ramsey, S & R Development
Developer:	Chuck Ramsey, S & R Development
Engineer:	Alan Betchan, AAB Engineering, LLC
Location:	North of Tucson Street (121st Street) and approximately one quarter mile east of Olive Avenue (129th Avenue).
Size of Tract	90.33 acres
Present Zoning:	Commercial Heavy (CH) and PUD-307
Proposed Zoning:	RS-C and PUD-002519-2025
Comp Plan:	Level 2 – via COMP-001296-2024

PUD-002519-2025 is a major amendment to PUD-307. This property is located north of Tucson Street (121st Street) and approximately one quarter mile east of Olive Avenue (129th Avenue). The land is currently unplatted and is 90.33 acres in size before ROW dedications are accounted for.

PUD-307 was created for a master development including multifamily residential and commercial uses. PUD-307A amended this PUD and changed the planned location of the multifamily development to where the now constructed multifamily development, The Trails at Aspen Creek, is located. This PUD and rezoning request propose to abandon the commercial development portion of PUD-307 in favor of single-family residential development.

BAZ-002633-2026 is a rezoning request to change the zoning of the property from CH (Commercial Heavy) to RS-C (Single-family residential – Compact). This area is currently classified as Level 2 – Urban Residential under the Land Use Intensity System via COMP-001296-2024 that was approved by City Council on May 7th, 2024. And this Comprehensive Plan designation does support this rezoning request to RS-C.

This proposed PUD development details that the maximum number of dwelling units (lots) is 350. With 225 of those dwelling units (lots) having a width of at least 52 feet in width and the remaining 125 lots having a width of at least 60 feet in width. The minimum lot size for all lots would be 6000 square feet. Building setbacks would be 20 feet from the rear lot lines, 5 feet from the side lot lines, and 25 feet from the front lot lines.

The development outlines a request for zero requirement of open space area. However, staff is requesting that some percentage of land developed for housing is set aside as common open space with requirements as described in Section 3-1-3.G (Open Space Development Standards). This section regulates what land can be considered as open space and how it can be used. A development under the RS-C zoning would be required to dedicate 15 percent of development areas as open space. The applicant has stated that the intention is to provide livable open space on each lot as outlined in Section 2-6-2.1.d of the Zoning Ordinance. Staff recommends that common open space also be provided. This could be accomplished by incorporating trails around ponds, providing a neighborhood park or another open space amenity.

Additionally, staff requests that there be additional information included on how the frontage road along the Creek Turnpike will be accounted for in this development as identified in the Transportation Plan of the NEXT Comprehensive Plan. While the property owner will not be required to build the frontage road, dedication of the 80-foot-wide Right-of-Way is required. The property owner to the east of this property has dedicated an 80-foot-wide Right-of-Way.

There have been previous discussions on the widening of Tucson St (arterial road to the south of PUD area) and this housing development. On April 7, 2026, voters in the City of Broken Arrow approved Proposition 1 of the Broken Arrow GO Bond package which included bond funding for reconstruction and widening improvements to the intersection of Tucson Street (121st Street) and Olive Avenue (129th E Avenue) and on Tucson Street (121st Street) between Olive Avenue (129th E Avenue) and Aspen Avenue (145th E Avenue).

Should this PUD and Rezoning be approved, the development will be required to provide connectivity to adjacent properties in accordance with Action Item LU2-4 of the NEXT Comprehensive Plan which states that new development provide access to more than one roadway to allow for ingress and egress at multiple points and to help alleviate traffic congestion. Further, Transportation and Mobility Policy M15 states that neighborhoods shall be linked together to provide ease of access for pedestrians, bicyclists, and public vehicles, including police, fire, sanitation, school buses, and utility vehicles.

The initial public hearing for this request was held during the February 26, 2026, Planning Commission meeting. An adjacent property owner spoke with concerns about potential drainage impacts from the development. After much discussion, the item was tabled to the March 26, 2026, Planning Commission meeting to allow the applicant time to address dedication of Right-of-Way for a Creek Turnpike frontage road, access to existing billboards, and to consider a mix of lot sizes. The item was tabled again to the April 23, 2026, meeting. The applicant has made some revisions to the development outline.

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 7 and FD, Level 3 - Transition Area	AG – Agriculture & IL – Industrial light	Creek Turnpike, Innovation District and Vacant beyond
East	Level 6 - Regional Employment/Commercial	RM – Residential Multifamily/PUD-307A	Residential Multifamily
South	Level 2 - Urban Residential	RS – Residential Single-Family	Tucson St. (121st Street) and Residential Single-Family beyond
West	Level 3 – Transition Area and Greenway/Floodplain	AG – Agriculture	Golf Course

According to FEMA maps, no portion of the property is located in the 100-year floodplain. Water and sanitary sewer are available from the City of Broken Arrow.

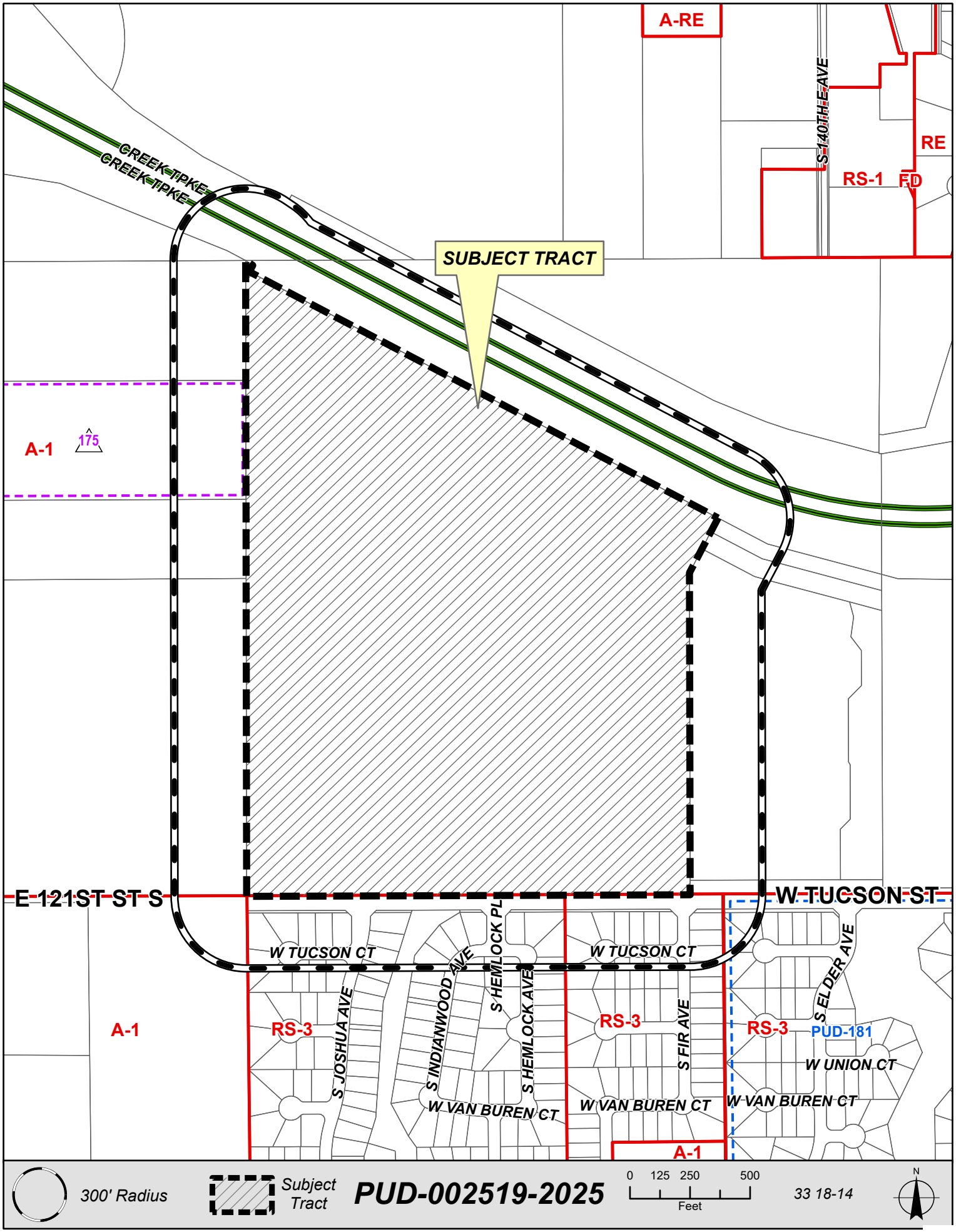
Attachments: Case
Map
Aerial
Development Outline
Transportation Plan Map from Comprehensive Plan
Planning Commission Meeting Minutes from February 26, 2026

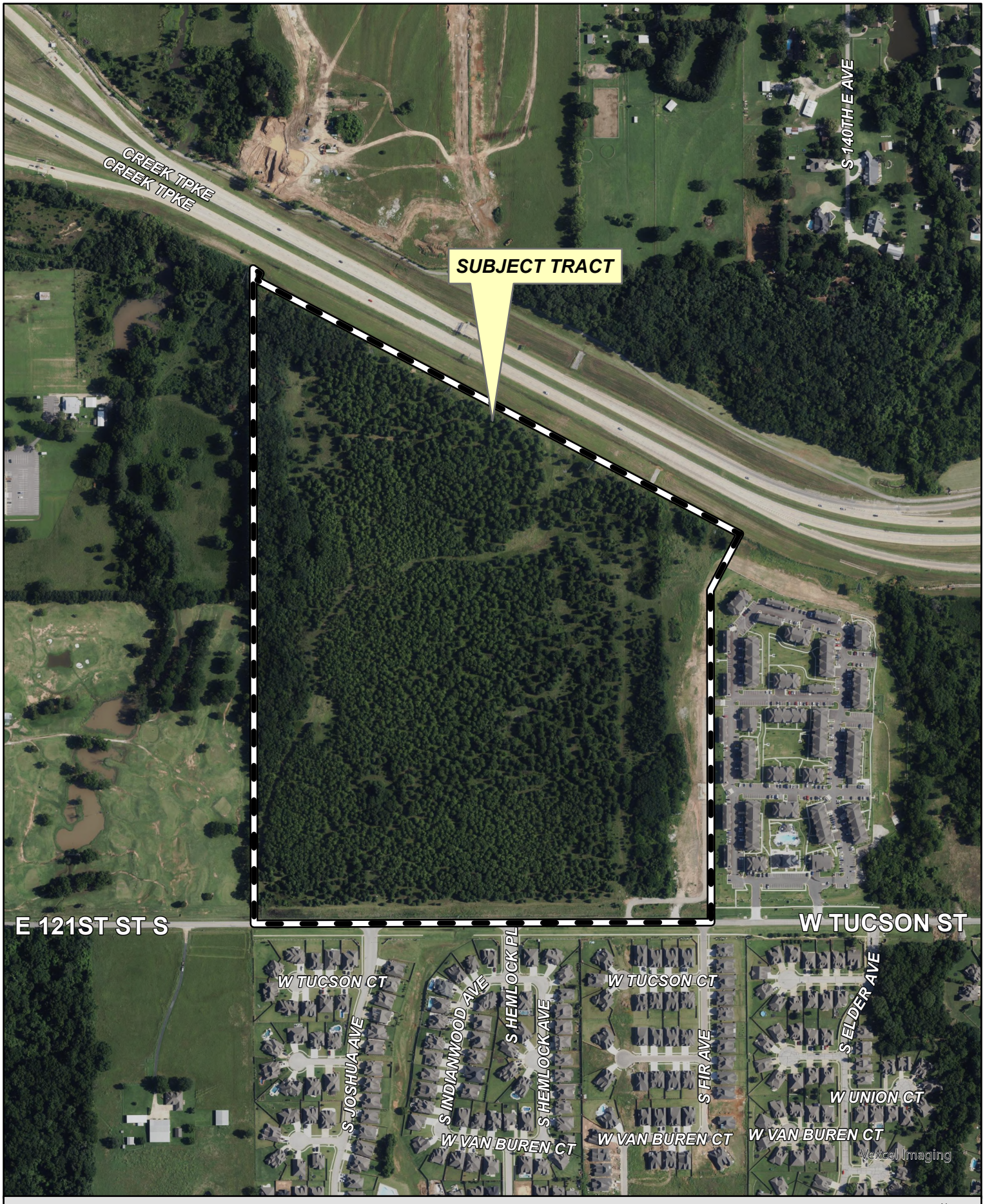
Recommendation:
Based upon the location of the property, surrounding land uses, existing and planned transportation infrastructure, Staff recommends that PUD-002519-2025 and BAZ-002633-2026 be approved subject to open space, frontage road, and density requirements being discussed by the Planning Commission.

Reviewed by: Jane Wyrick

Approved by: Rocky Henkel

JAJ


A-RE
S 140TH E AVE
RE
RS-1
FD
CREEK TPKE
CREEK TPKE
SUBJECT TRACT
A-1
175
E 121ST ST S
W TUCSON ST
W TUCSON CT
W TUCSON CT
S HEMLOCK PL
S INDIANWOOD AVE
S HEMLOCK AVE
S JOSHUA AVE
S FIR AVE
S ELDER AVE
RS-3
RS-3
RS-3
PUD-181
W UNION CT
W VAN BUREN CT
W VAN BUREN CT
W VAN BUREN CT
A-1
A-1
300' Radius
Subject Tract
PUD-002519-2025
0 125 250 500
Feet
33 18-14
N



Note: Graphic overlays may not precisely align with physical features on the ground. Aerial Photo Date: 2024

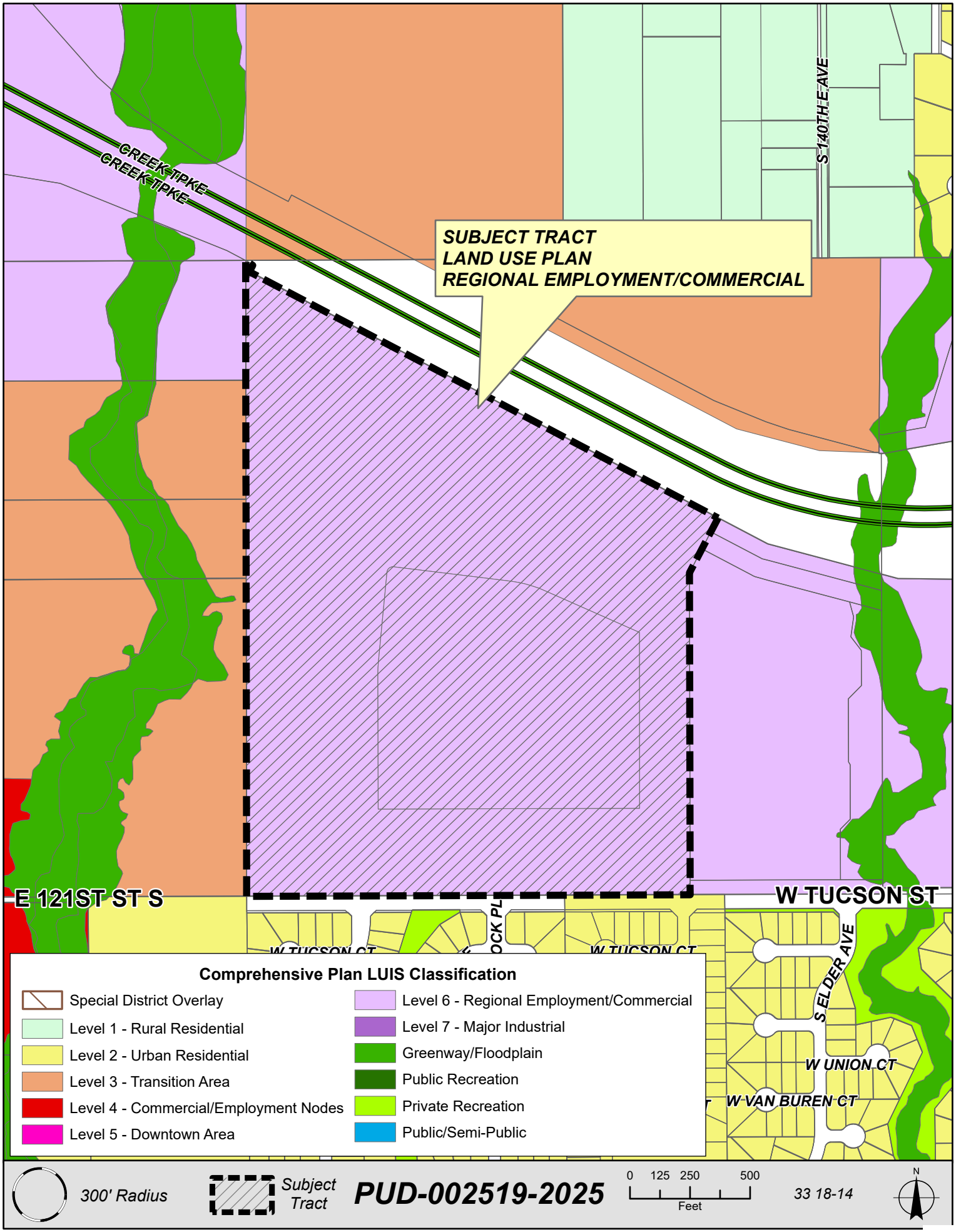
Subject Tract

PUD-002519-2025

0 125 250 500
Feet

33 18-14

N


CREEK TPKE
CREEK TPKE
S 140TH E AVE
SUBJECT TRACT
LAND USE PLAN
REGIONAL EMPLOYMENT/COMMERCIAL
E 121ST ST S
W TUCSON ST
W TUCSON CT
W TUCSON CT
S ELDER AVE
W UNION CT
W VAN BUREN CT
Comprehensive Plan LUIS Classification
Special District Overlay
Level 1 - Rural Residential
Level 2 - Urban Residential
Level 3 - Transition Area
Level 4 - Commercial/Employment Nodes
Level 5 - Downtown Area
Level 6 - Regional Employment/Commercial
Level 7 - Major Industrial
Greenway/Floodplain
Public Recreation
Private Recreation
Public/Semi-Public
300' Radius
Subject Tract
PUD-002519-2025
0 125 250 500
Feet
33 18-14
N

Aspen Creek Villas

Planned Unit Development

PUD-002519-2025

Prepared

April 15, 2026

Location

Part of the south half of Section Thirty Three (33), Township Eighteen (18) North, Range Fourteen(14) East of the Indian Base and Meridian, Tulsa County, State of Oklahoma. This PUD contains 90.33 +/- Acres.

Owner

S&R Development 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-002519-2025 is an approximately 90-acre development on the north side of Tucson Street between Olive Avene and Aspen Ave in Broken Arrow. Exhibit B depicts the project area relative to the surrounding areas. The PUD is presented along with a rezoning application to rezone the entire parcel to RS-C. The site is currently zoned PUD-307 (subject to platting) which is a planned unit development overlay of Commercial Heavy (CH) and Residential Multifamily (RM) zoning. That PUD was amended to PUD 307A in conjunction with the development of the apartment project The Trails at Aspen Creek which lies along the east side of this project. We propose to abandon the remainder of PUD 307. In early 2024 a comprehensive plan amendment was filed requesting the property be reclassified from Level 6 to Level 2 in preparation for this PUD application. That application, COMP-001296-2024, was approved by the Broken Arrow City Council on May 7th, 2024.

The general purpose of this project is to provide an affordable detached single family residential neighborhood. To meet the needs of the workforce home buyer this planned unit development requests a minimum lot width of 52' for approximately 2/3rds of the proposed while requiring 60' minimum width on the remainder of the lots. The total lot count is capped at 350 which allows for ample community areas and open space. Escalations in construction and development costs have created a nationwide shortage of affordable housing that is attainable to the general workforce. This lot configuration allows the home construction type needed to accommodate workforce housing while still maintaining a high-quality product due to the development standards imposed.

The public street and utility systems within the project will be constructed to public standards and dedicated to the City upon completion. Exhibit E depicts the conceptual infrastructure improvements for this project.

The required entrances will connect to Tucson Street and will be designed in accordance with the Broken Arrow Subdivision Regulations with two outbound lanes and one inbound lane. This PUD further requires that funding for Tucson Street must be approved by the voters prior to approval of a final plat for the development.

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-C zoning guidelines except as hereinafter modified:

Permitted uses:	Single Family Detached Dwellings
Gross Residential area	90.33 acres
Gross Land Area per Dwelling Unit	9,480 square feet
Maximum number of dwelling units	350 with no more than 225 having a width less than 60 feet.
Minimum Lot Width	52 feet
Minimum lot size	6000 square feet
Minimum Front Yard	25 feet
Minimum Side Yard	5 feet
Minimum rear yard	20 feet
Open Space	The 15% minimum open space otherwise applicable in the RS-C district is modified by this PUD and is reduced to 8% of the gross development area.

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 Tucson Street and along any reserve areas abutting a street. No residential lots shall be allowed to have direct access to Tucson Street.

Utilities

Storm sewer, sanitary sewer, and water service will be publicly maintained utilities provided by the City of Broken Arrow and installed by the developer. Detention facilities are proposed in both drainage basins before water discharges offsite. All detention and open space areas will be maintained by the homeowner's association.

Franchise utilities will 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 Tucson Street and shall conform to the City of Broken Arrow Zoning Ordinance. Required perimeter fencing shall be placed as near to the east line of the reserve or landscape and fence easement as practical provided that required fence articulation shall still be allowed and fully contained within the easement or reserve. All required landscaping and fencing will be maintained by the homeowner's association.

All open space reserve areas shall be owned and maintained by the homeowner's association. 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

No final plat shall be approved until funding for Tucson widening, set to be on April 2026 GO Bond ballot, is approved by voters. 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.

Exhibit A
Legal Descriptions

PUD Legal Description

A TRACT OF LAND SITUATED IN THE SOUTH HALF (S/2) OF SECTION THIRTY-THREE (33), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) OF SAID SECTION THIRTY-THREE (33); THENCE NORTH 01°14'14" WEST ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4), A DISTANCE OF 2645.94 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4) AND THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE CREEK TURNPIKE; THENCE SOUTH 63°21'44" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 42.30 FEET; THENCE SOUTH 27°02'36" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 29.98 FEET; THENCE SOUTH 63°25'36" EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 2197.30 FEET; THENCE SOUTH 26°39’36” WEST ALONG THE NORTHWESTERLY LINE OF THE TRAILS AT ASPEN CREEK (PLAT #7093), A DISTANCE OF 259.23 FEET; THENCE SOUTH 01°13’29” EAST ALONG THE WEST LINE OF SAID TRAILS AT ASPEN CREEK, A DISTANCE OF 1340.00 FEET TO THE SOUTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4); THENCE SOUTH 88°40’49” WEST ALONG SAID SOUTH LINE, A DISTANCE OF 524.06 FEET TO THE SOUTHEAST CORNER OF SAID EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4); THENCE SOUTH 88°33’24” WEST ALONG THE SOUTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER (E/2 SW/4), A DISTANCE OF 1321.05 FEET TO THE POINT OF BEGINNING. CONTAINING 3,934,766 SQUARE FEET OR 90.33 ACRES.

BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW/4) BEING SOUTH 88°33’24” WEST.

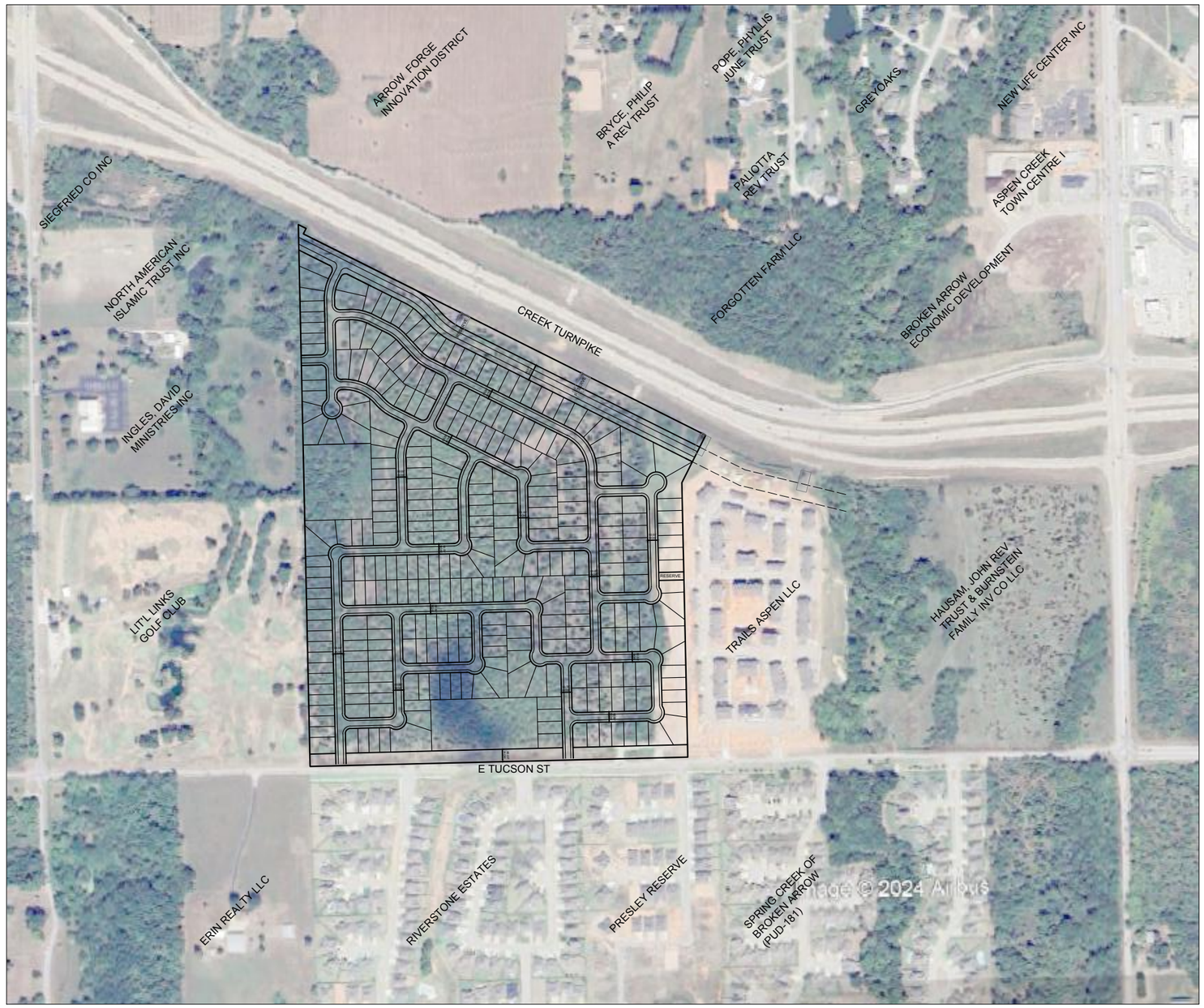
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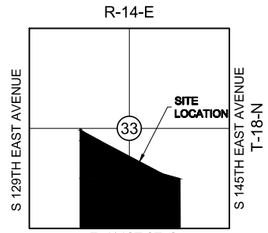
Exhibit A

Surrounding Areas with Conceptual Development Plan
for

Aspen Creek

0 150 300 600
DRAWING SCALE: 1"= 300'





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

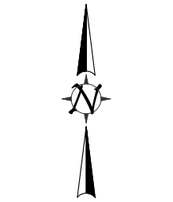
BEFORE YOU DIG CALL OKIE
811 OKIE CALL811.COM

PLOT DATE: Thu, 30 Apr 2026 FILE: P:\18\4\33\RAMBAY 116 - ASPEN CREEK\ALTERNATIVE BASES\ASPEN CREEK - PUD

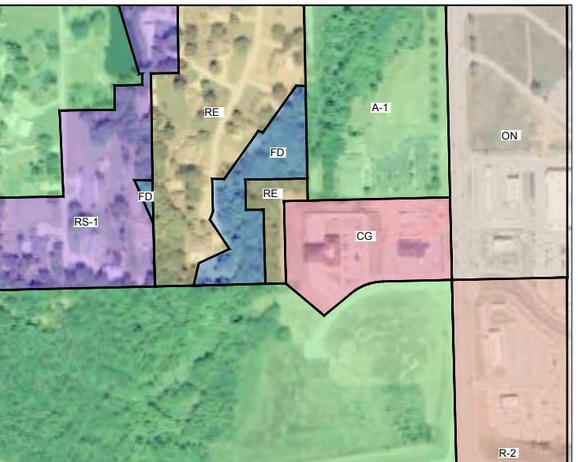
Exhibit B

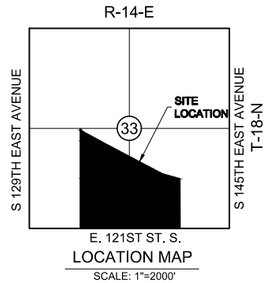
Existing Zoning
for

Aspen Creek



0 150 300 600
DRAWING SCALE: 1"= 300'





LOCATION MAP
SCALE: 1"=2000'

LEGEND

- ZONED A-1 (AGRICULTURE)
- ZONED A-R-1 (AGRICULTURE-RESIDENTIAL SINGLE FAMILY)
- ZONED A-RE (AGRICULTURE-RESIDENTIAL ESTATE)
- ZONED CG (COMMERCIAL GENERAL)
- ZONED CN (COMMERCIAL NEIGHBORHOOD)
- ZONED FD (FLOOD DISTRICT)
- ZONED ON (OFFICE NEIGHBORHOOD)
- ZONED RS-1 (RESIDENTIAL SINGLE FAMILY)
- ZONED R-2 (RESIDENTIAL SINGLE FAMILY)
- ZONED RS-3 (RESIDENTIAL SINGLE FAMILY)
- ZONED RD (RESIDENTIAL DUPLEX)
- ZONED RE (RESIDENTIAL ESTATE)
- PROJECT LOCATION - ZONED RS-C

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
CALL OKIE
OKIECALLOKIE.COM

PLOT DATE: Thu, 30 Apr 2026 FILE: P:\18\1433\RAMBAY 116 - ASPEN CREEK\ALTERNATIVE BASES\ASPEN CREEK - PUD

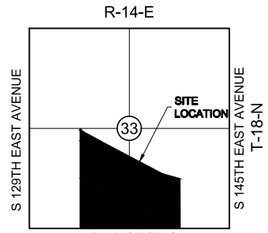
Exhibit C

Existing Topo & Aerial
for

Aspen Creek

0 150 300 600
DRAWING SCALE: 1"= 300'





LOCATION MAP
SCALE: 1"=2000'

LEGEND

545 EXISTING INDEX CONTOUR
547 EXISTING INTERMEDIATE CONTOUR

BEFORE YOU DIG CALL OKIE

PLOT DATE: Thu, 30 Apr 2020 FILE: P:\18\1A\33.RAMSAY 116 - ASPEN CREEK\ALTERNATIVE BASES\ASPEN CREEK - PUD

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 D

Conceptual Development Plan
for

Aspen Creek

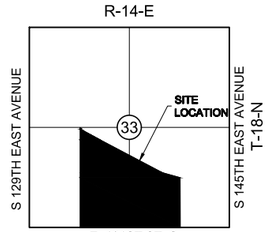


E TUCSON ST

0 75 150 300
DRAWING SCALE: 1"= 150'

SHEET LEGEND

- 60 X 120 (AVERAGE)
- 52 X 120 (AVERAGE)



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 OKIE811.COM
CALL OKIE

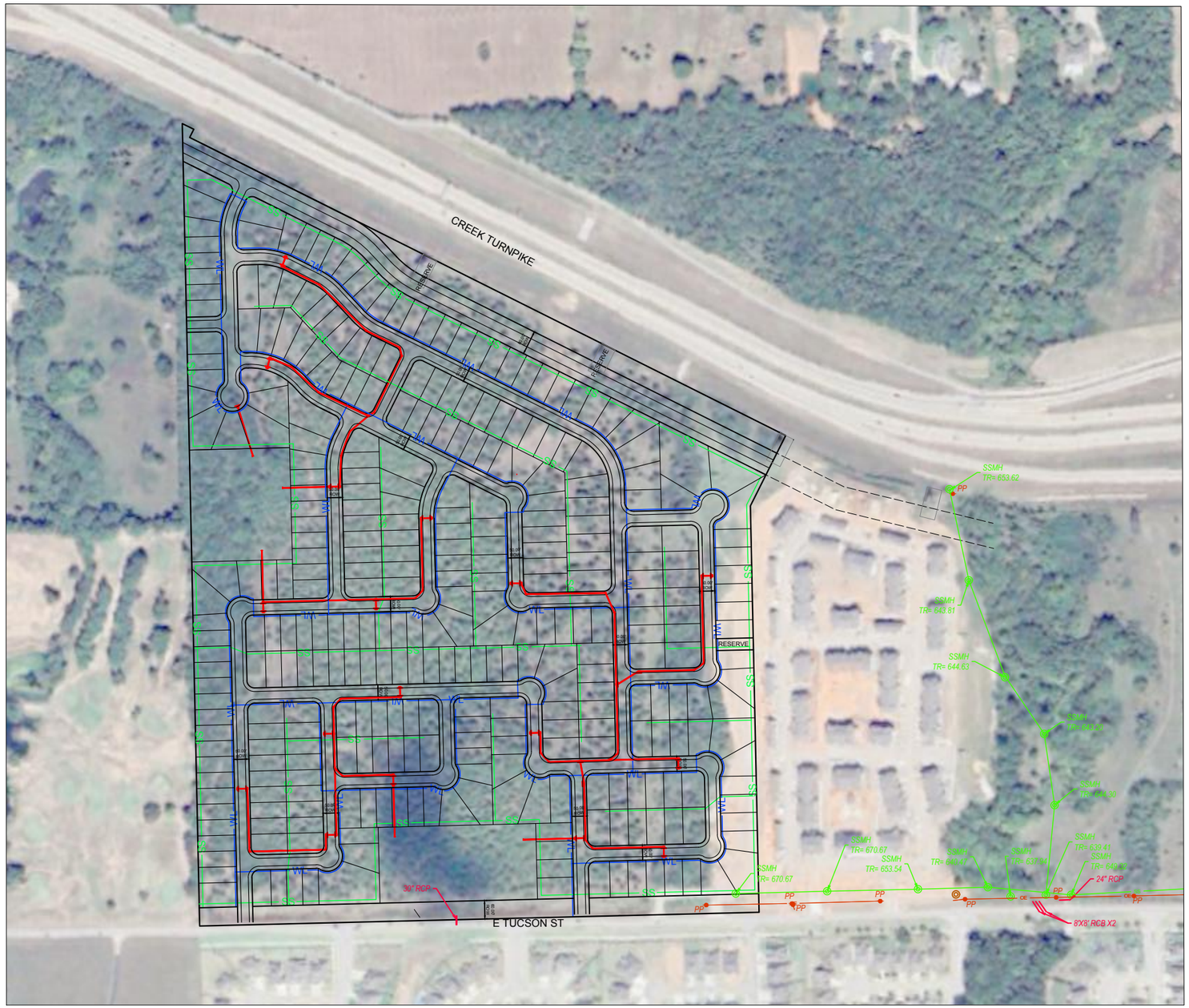
PLOT DATE: Thu, 30 Apr 2020 FILE: P:\18\4\33\RAMSAY 119 - ASPEN CREEK\ALTERNATIVE BASES\ASPEN CREEK - PUD

Exhibit E

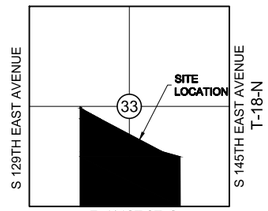
Conceptual Utilities
for

Aspen Creek

0 100 200 300
DRAWING SCALE: 1"= 200'



R-14-E



LOCATION MAP
SCALE: 1"=2000'

LEGEND

- EXISTING WATERLINE
- PROPOSED WATERLINE
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER

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 CALL OKIE

PLOT DATE: Thu, 30 Apr 2020 FILE: P:\1814-33-RAMEAY 116 - ASPEN CREEK\ALTERNATIVE BASES\ASPEN CREEK-, PUD

City of Broken Arrow

Request for Action

File #: 26-603, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:
Approval of and authorization to execute a Proclamation declaring the week of May 3rd-9th, 2026, as Professional Municipal Clerks Week

Background:
In 1984, President Ronald Reagan signed a proclamation that officially declared Municipal Clerks Week the first full week of May. In 1994 and 1996, President Bill Clinton also signed proclamations confirming Municipal Clerks Week recognizing the essential role Municipal Clerks play in local government.

TYPICAL RESPONSIBILITIES OF THE MUNICIPAL AND DEPUTY CLERK:

1. Keep the journal of the proceedings of the City Council, Municipal Authority, Economic Development Authority and other boards and commissions;

2. Enroll all ordinances passed by the council in a book or set of books kept for that purpose;

3. Have custody of documents, records, and archives, as may be provided for by law or by ordinance, and have custody of the seal of the City;

4. Attest and affix the seal of the City to documents as required by law or by ordinance.

5. Receive and process open records requests.

Cost: $0

Funding Source: None

Requested By: City Clerk's Office

Approved By: City Manager Office

Attachments: Municipal Clerks Week Proclamation

Recommendation:
Approve and authorize execution of the proclamation declaring May 3-9, 2026, as Municipal Clerks Week

BROKEN ARROW
Where opportunity lives

PROCLAMATION

57th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK
May 3 - 9, 2026

City of Broken Arrow, Oklahoma

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, county, and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Debra Wimpee, Mayor of the City of Broken Arrow, do

recognize the week of May 3 through 9, 2026, as Professional Municipal Clerks Week.

Dated this 5th day of May 2026

_____

Mayor Debra Wimpee
City of Broken Arrow, Oklahoma

City of Broken Arrow

Request for Action

File #: 26-630, **Version:** 1

Broken Arrow City Council
Meeting of: 5-5-2026

Title:
Approval of and authorization to execute an Agreed Judgment in Board of County Commissioners of Wagoner County, Oklahoma v. Phuong Tran and Nhung Le Revocable Trust dated November 22, 2021, et al., Wagoner County District Court Case No. CV-26-26, preserving the City's drainage easement rights

Background:
Wagoner County Board of County Commissioners ("County") filed a condemnation action (Case No. CV-26-26) to acquire property interests for the S 273rd E Ave - Phase 2 project. The City of Broken Arrow was named as a defendant due to the City's recorded drainage easement (Book 950, Page 658). The property owner's just compensation is $12,100.00, to be paid by the County directly to the owner. The City makes no claim to any portion of the just compensation award. The judgment expressly preserves the City's rights under the drainage easement recorded at Book 950, Page 658. Each party bears its own attorneys' fees and costs.

The County has confirmed the acquisition does not interfere with the City's drainage easement, and the proposed Agreed Judgment preserves all City rights under the drainage easement.

Cost: No Cost

Funding Source: No Source

Requested By: Legal Department

Approved By: Legal Department

Attachments: Agreed Judgment between Board of County Commissioners of Wagoner County, Oklahoma and the Phuong Tran and Nhung Le Revocable Trust (CV-26-26)

Recommendation:
Approve and authorize execution of the Agreed Judgment Between Board of County Commissioners of Wagoner County, Oklahoma and the Phuong Tran and Nhung Le Revocable Trust (CV-26-26)

IN THE DISTRICT COURT OF WAGONER COUNTY
STATE OF OKLAHOMA

The Board of County Commissioners Of Wagoner County , Oklahoma, Plaintiff, v. Phuong Tran and Nhung Le Revocable Trust dated November 22, 2021; City of Broken Arrow, Oklahoma; and Wagoner County Treasurer, Defendants.	)	Case No.: CV-26-26 Hon. Hunter

AGREED JUDGMENT BETWEEN
PLAINTIFF AND THE PHUONG TRAN AND NHUNG LE REVOCABLE TRUST

This action comes on for entry of an Agreed Judgment submitted by Plaintiff and the Phuong Tran and Nhung Le Revocable Trust Dated November 22, 2021, to the District Court, as between said Parties, and the issues having been heard, the Court finds that:

1. The Board of County Commissioners of Wagoner County and The Phuong Tran and Nhung Le Revocable Trust Dated November 22, 2021, have stipulated and agreed that Phuong Tran and Nhung Le Revocable Trust Dated November 22, 2021 is the Owner of the Subject Property.

2. The Board of County Commissioners of Wagoner County and Phuong Tran and Nhung Le Revocable Trust Dated November 22, 2021, have agreed to resolve the matters between them as set forth below. This Agreed Judgment does not address or resolve the claims of interest by any other party claiming an interest in this proceeding.

3. Condemnation was filed in this matter because Wagoner County was unable to get ahold of the Property Owner to negotiate a purchase price before filing for condemnation of the Subject Property.

4. The Court appointed Commissioners in this matter on March 11, 2026. At this time the Commissioners have not yet valued the Property.

5. The Wagoner County Board of County Commissioners and the Phuong Tran and Nhung Le Revocable Trust Dated November 22, 2021, have stipulated and agree that the recovery of the Phuong Tran and Nhung Le Revocable Trust Dated November 22, 2021, of just compensation for the Subject Property is the amount of Twelve Thousand One Hundred Dollars and NO CENTS ($12,100.00).

6. All applicable property taxes against the subject property for 2025 have been paid. Plaintiff will assume the responsibility of paying property taxes for the Subject Property as of the date of filing this Judgement.

7. By the signature of its counsel below Defendant the City of Broken Arrow, Oklahoma ("Broken Arrow") makes no claim against the award of just compensation set forth in this action. Broken Arrow reserves and this judgment preserves all Broken Arrow's rights granted it for aa drainage easement recorded at Book 950 Page 658 of the Wagoner County Clerk Land Records.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Plaintiff's acquisition of the Subject Property described in Exhibit "A" attached hereto, is in fee simple unless stated otherwise, excluding minerals other than the right to remove and use any and all

roadbuilding materials, together with all other relief prayed for by Plaintiff in its Petition, is hereby granted, approved, and confirmed, effective this date.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the just compensation for the Subject Property is the amount of Twelve Thousand One Hundred Dollars and NO CENTS ($12,100.00) which the Wagoner County Board of County Commissioners shall pay directly to the Phuong Tran and Nhung Le Revocable Trust Dated November 22, 2021, within twenty-one (21) days of filing this Judgment.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that all applicable property taxes through the tax year 2025 have been paid against the Subject Property Acquired by the Plaintiff have been paid, and that the Plaintiff will pay the property taxes from the date of filing this Judgment.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED each Party shall bear its respective attorneys' fees, expert fees, and costs incurred herein.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED Counsel for Wagoner County Board of County Commissioners shall mail by first class mail a file stamped copy of the Judgment to all Parties whose addresses are known.

Dated this _____ day of _____, 2026.

_____
JUDGE OF THE DISTRICT COURT

Agreed and Approved as to Content and Form:

MONAGHAN•WARRICK•KING

_____

W. Brant Warrick, OBA #30967
Hunter McCullough, OBA #32719
Katherine A. Cale, OBA #36064
4111 South Darlington, Suite 900
Tulsa, Oklahoma 74135
(918) 627-6202
Fax (918) 627-6265
bwarrick@mwkoklaw.com
hmccullough@mwkoklaw.com
kcale@mwkoklaw.com
Attorneys for Plaintiff
Wagoner County Board of County Commissioners

_____

Nhung Le
Trustee
The Phuong Tran and Nhung Le Revocable Trust Dated November 22, 2021

_____

D. Graham Parker, OBA #20302
CITY OF BROKEN ARROW, LEGAL DEPT
P.O. Box 610
Broken Arrow, OK 74013
918-259-2400
dparker@brokenarrowok.gov
Attorney for the City of Broken Arrow

EXHIBIT "A"

ATTACHMENT "A"

A TRACT OF LAND BEING A PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN, WAGONER COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4), THENCE S 1°23'38" E ON THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 50.00 FEET, THENCE S 88°50'56" W A DISTANCE OF 24.75 FEET TO A POINT ON THE WEST RIGHT OF WAY FOR S 273RD E AVE, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE S 1°23'38" E ON A LINE PARALLEL TO THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 175.33 FEET;

THENCE S 88°50'56" W A DISTANCE OF 15.25 FEET;

THENCE N 1°23'38" W A DISTANCE OF 151.05 FEET;

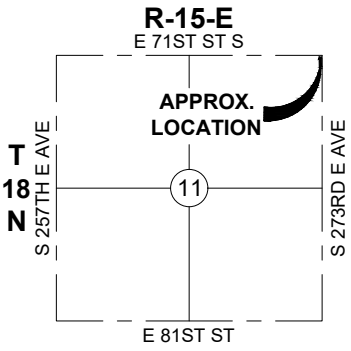
THENCE N 40°00'00" W A DISTANCE OF 31.18 FEET TO A POINT ON THE SOUTH RIGHT OF WAY FOR E 71ST ST S;

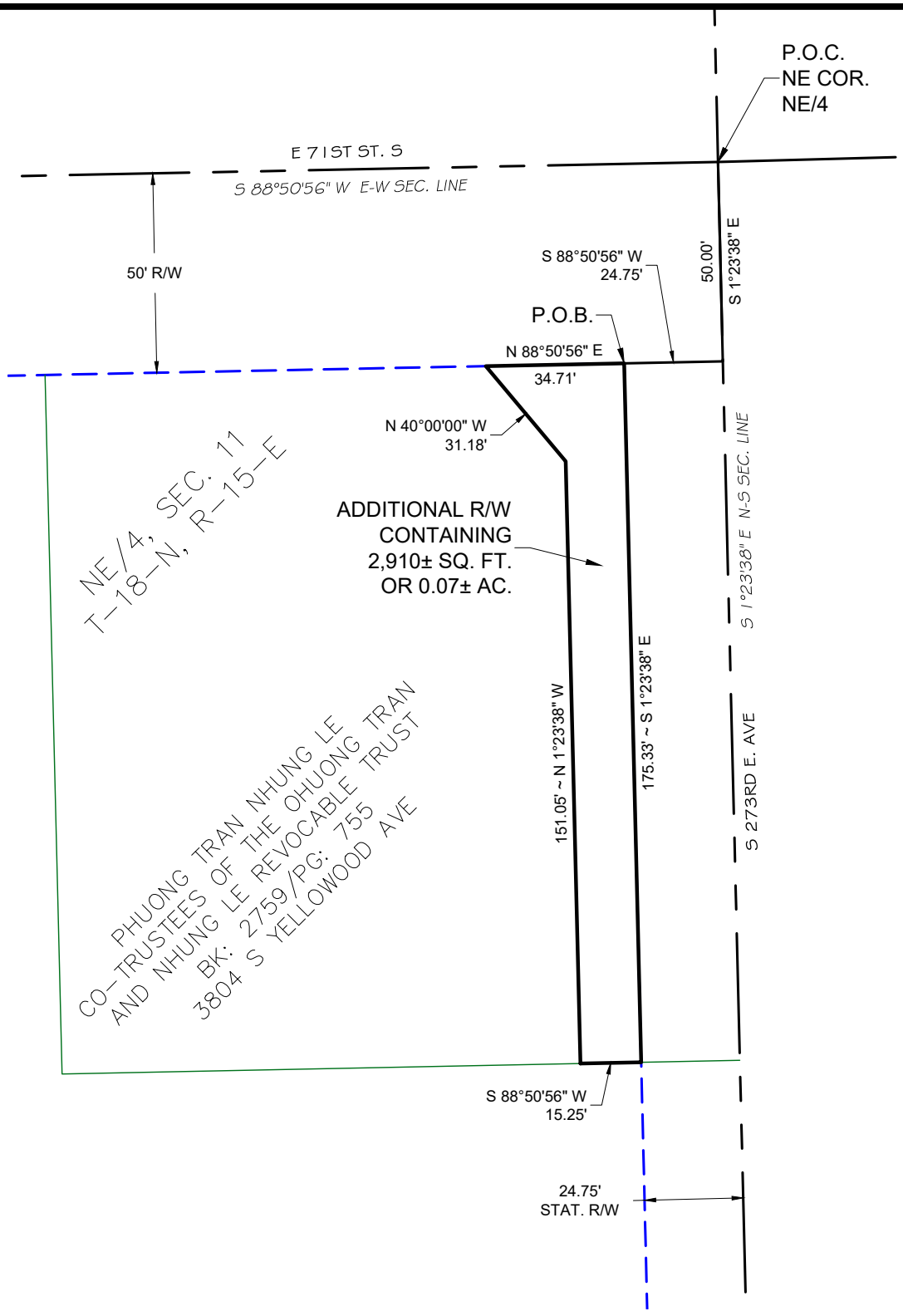
THENCE N 88°50'56" E ON A LINE PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 34.71 FEET BACK TO THE **POINT OF BEGINNING**.

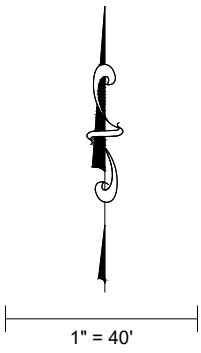
CONTAINING 2,910.00 SQUARE FEET OR 0.07 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS:
GRID NORTH BASED ON NAD 83 OKLAHOMA
STATE PLANE COORDINATE SYSTEM NORTH ZONE

THIS DESCRIPTION WAS PREPARED BY:
ADAM K. HINDS, PLS #1781
FRONTIER LAND SURVEYING, CA #7232







LEGEND	
PARCEL	
EXISTING RIGHT-OF-WAY	
PROPERTY LINE	
SECTION LINE	
QUARTER SECTION LINE	

BASIS OF BEARINGS:
GRID NORTH BASED ON NAD 83 OKLAHOMA
STATE PLANE COORDINATE SYSTEM NORTH ZONE

THIS DESCRIPTION WAS PREPARED BY:
ADAM K. HINDS, PLS #1781
FRONTIER LAND SURVEYING, CA #7232

THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF PROPOSED EASEMENT. IT SHOULD NOT BE USED TO LOCATE PROPERTY LINES AND DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

PROJECT NO. 22-0120	ATTACHMENT "B"	frontier LAND SURVEYING CA #7232	ATTACHMENT
DRAWN BY: ABB	S 273RD E AVE - PHASE 2	P.O. BOX 7197 EDMOND, OK 73083 405.285.0433	B
DATE: 09/19/2024	PARCEL 45.0		

ATTACHMENT "A"

A TRACT OF LAND BEING A PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN MERIDIAN, WAGONER COUNTY, OKLAHOMA. SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4), THENCE S 1°23'38" E ON THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 50.00 FEET, THENCE S 88°50'56" W ON A LINE PARALLEL TO THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 59.46 FEET TO THE **POINT OF BEGINNING**;

THENCE S 40°00'00" E A DISTANCE OF 31.18 FEET;

THENCE S 1°23'38" E ON A LINE PARALLEL TO THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 151.05 FEET;

THENCE S 88°50'56" W A DISTANCE OF 5.00 FEET;

THENCE N 1°23'38" W A DISTANCE OF 149.27 FEET;

THENCE N 40°00'00" W A DISTANCE OF 27.04;

THENCE S 88°50'56" W A DISTANCE OF 38.71 FEET;

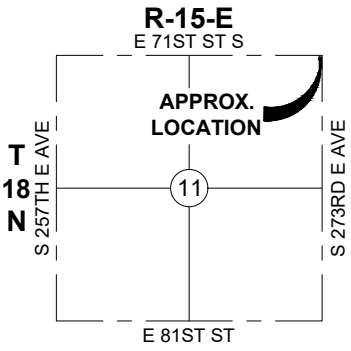
THENCE N 1°09'04" W A DISTANCE OF 5.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY FOR E 71ST ST S;

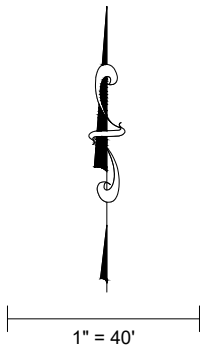
THENCE N 88°50'56" E A DISTANCE OF 41.11 FEET BACK TO THE **POINT OF BEGINNING**.

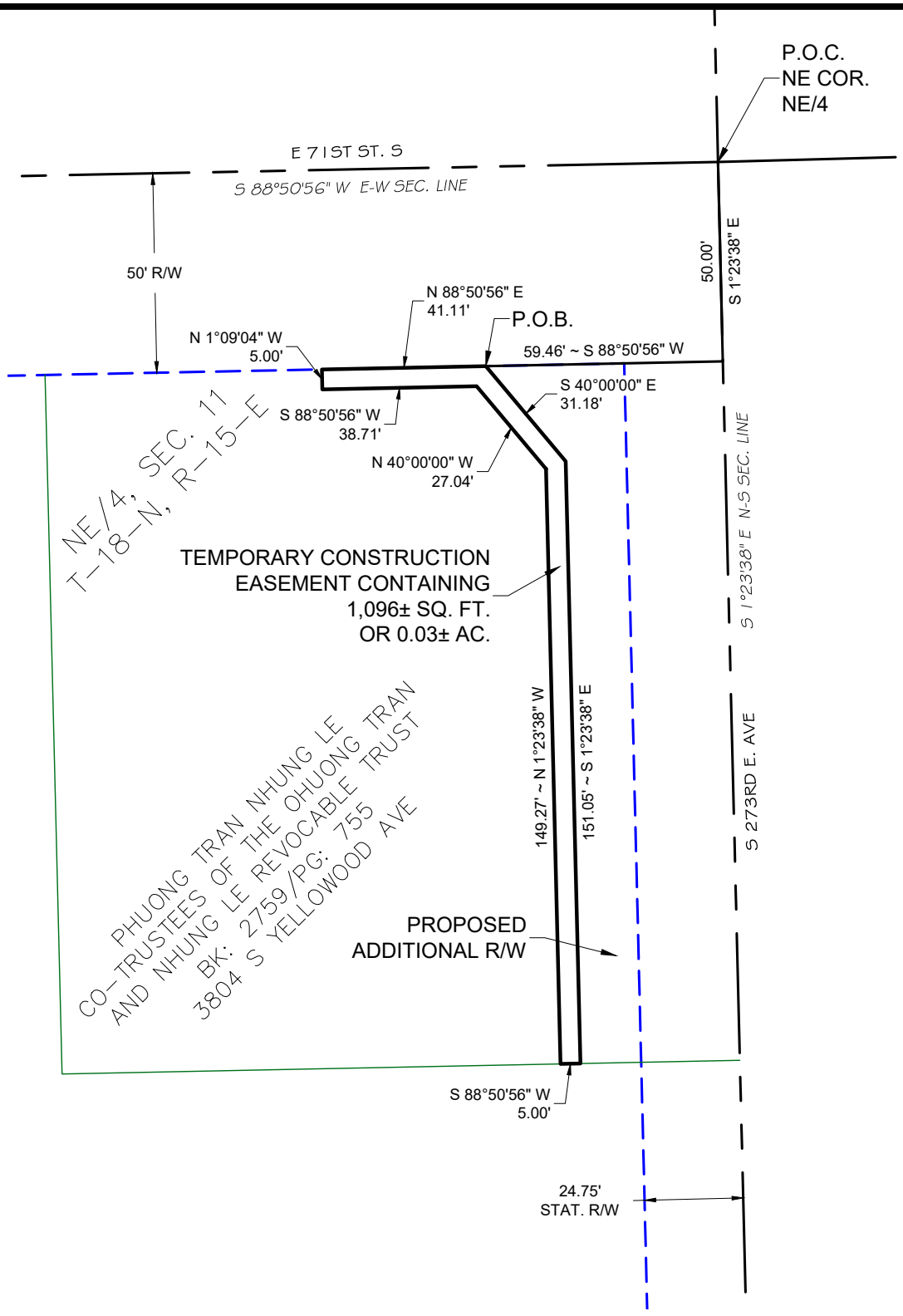
CONTAINING 1,095.89 SQUARE FEET OR 0.03 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS:
GRID NORTH BASED ON NAD 83 OKLAHOMA
STATE PLANE COORDINATE SYSTEM NORTH ZONE

THIS DESCRIPTION WAS PREPARED BY:
ADAM K. HINDS, PLS #1781
FRONTIER LAND SURVEYING, CA #7232







LEGEND	
PARCEL	
EXISTING RIGHT-OF-WAY	
PROPERTY LINE	
SECTION LINE	
QUARTER SECTION LINE	

BASIS OF BEARINGS:

GRID NORTH BASED ON NAD 83 OKLAHOMA
STATE PLANE COORDINATE SYSTEM NORTH ZONE

THIS DESCRIPTION WAS PREPARED BY:

ADAM K. HINDS, PLS #1781
FRONTIER LAND SURVEYING, CA #7232

THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF PROPOSED EASEMENT. IT SHOULD NOT BE USED TO LOCATE PROPERTY LINES AND DOES NOT MEET THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

PROJECT NO. 22-0120	ATTACHMENT "B" S 273RD E AVE - PHASE 2 PARCEL 45.1	frontier LAND SURVEYING CA #7232	P.O. BOX 7197 EDMOND, OK 73083 405.285.0433	ATTACHMENT B
DRAWN BY: ABB				
DATE: 09/19/2024				

City of Broken Arrow

Request for Action

File #: 26-635, **Version:** 1

Broken Arrow City Council
Meeting of: 05/05/2026

Title:

Consideration, discussion, and possible approval of Resolution 1747, a Resolution of the City of Broken Arrow, Oklahoma (the "City") approving action taken by the Broken Arrow Municipal Authority (the "Authority") authorizing issuance, sale and delivery of the Authority's Series 2026A Promissory Note to Oklahoma Water Resources Board; ratifying and confirming a Lease Agreement; ratifying and confirming a Sales Tax Agreement; and containing other provisions related thereto

Background:
Broken Arrow Municipal Authority has a list of projects that would qualify for the FAP Loan Program from the Oklahoma Water Resource Board. Resolution 1747 authorizes application of the Loan and authorizes the acceptance of the loan and issuance of the 2026A Promissory Note not to exceed $27,930,000

Cost: Estimated cost $290,570.76

Funding Source: Proceeds from the OWRB loans

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager's Office

Attachments: Resolution No. 1747. List of projects, Public Law Firm PLLC contract

Recommendation:
Approve and authorize execution of Resolution No. 1747

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS OF THE BROKEN ARROW CITY HALL, 220 SOUTH 1ST STREET, IN BROKEN ARROW, OKLAHOMA, ON THE 5TH DAY OF MAY, 2026, AT 6:30 P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following resolution was introduced and caused to be read by title by the City Clerk. Councilmember _____ moved passage of the Resolution and Councilmember _____ seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

RESOLUTION NO. 1747

A RESOLUTION OF THE CITY OF BROKEN ARROW, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE BROKEN ARROW MUNICIPAL AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE AND DELIVERY OF THE AUTHORITY'S SERIES 2026A PROMISSORY NOTE TO OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING A LEASE AGREEMENT; RATIFYING AND CONFIRMING A SALES TAX AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Broken Arrow Municipal Authority (the "Authority") did, by its Resolution adopted on May 5, 2026, authorize the issuance, sale and delivery of its Series 2026A Promissory Note to Oklahoma Water Resources Board, in order to finance the costs of certain improvements to the Authority's water and sewer systems (the "Project"); and

WHEREAS, the City Council of the City of Broken Arrow, Oklahoma (the "City") hereby determines that the actions taken by the Authority should be authorized and approved; and

WHEREAS, the City hereby determines that such other action necessary or attendant to accomplishment of the referenced financing should be considered by the City Council of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA:

Section 1. Issuance of Note. That the issuance, sale and delivery of the Authority's Series 2026A Promissory Note to Oklahoma Water Resources Board in the principal amount of not to exceed $27,930,000.00 (the "2026A Note"), all as approved by said Authority on May 5, 2026, be and hereby is authorized, approved and ratified.

Section 2. Approval. That all actions heretofore taken by the Authority in connection with the issuance, sale and delivery of the 2026A Note, and all other aspects of the transaction be and are hereby authorized, approved and ratified.

Section 3. Lease Agreement. The Lease Agreement and Operation and Maintenance Contract dated as of August 1, 1979 (the "Lease Agreement"), whereby the City leases its presently existing and hereafter acquired water, sanitary sewer, and solid waste disposal systems to the Authority and the Authority agrees to operate the same, is hereby ratified and confirmed and the term of said Lease Agreement shall extend until the 2026A Note is paid.

Section 4. Sales Tax Agreement. The Sales Tax Agreement dated as of November 1, 2019, by and between the City and the Authority pertaining to the City's agreement to annually appropriate and pay all sales tax proceeds derived from Ordinance No. 714 of the City over to the Authority to be used exclusively for the purposes set out in said Ordinance, is hereby ratified and confirmed.

Section 5. Necessary Action. That the Mayor or Vice-Mayor and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the issuance, sale and delivery of the 2026A Note and all other aspects of the transaction.

[Remainder of Page Intentionally Left Blank]

APPROVED AND ADOPTED THIS 5TH DAY OF MAY, 2026.

CITY OF BROKEN ARROW, OKLAHOMA

_____

Mayor

ATTEST:

_____

City Clerk

(SEAL)

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

I, the undersigned, City Clerk of the City of Broken Arrow, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the City Council of said City held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the "Open Meeting Law" was complied with for such meeting.

GIVEN UNDER MY HAND THIS 5TH DAY OF MAY, 2026.

(SEAL)

City Clerk

FY27
ATTACHMENT C

1.0 CLEAN WATER (CW) LOAN PROGRAM – ORF OR FAP

Project	Cost
Haikey Creek Lift Station Phase IV – *Property Acquisition/Design*	$2,250,000
Haikey Creek Trunk Line Phase II- *Property Acquisition/Construction*	$6,344,000
Elm Place Sewer Phase I- *Property Acquisition/Design*	$12,150,000
Turnberry Lift Station Rehab/Elimination- *Property Acquisition/Construction*	$1,000,000
Windsor Lift Station Rehab/Elimination- *Property Acquisition/Construction*	$1,000,000
Dresser Rand Lift Station Rehab - *Construction*	$1,000,000
SUB-TOTAL CW LOAN	**$23,744,000.00**

2.0 SAFE DRINKING WATER (SDW) LOAN PROGRAM – ORF OR FAP

Project	Cost
Miscellaneous Old Town Waterlines	$805,000
Lead and Copper Rule Revisions – *Construction*	$250,000
16” Transmission Line- South Loop Ph. III (Elm Turnpike to Florence)- *Construction*	$1,005,000
12” Waterline Garnett from 128th to Tucson- *Property Acquisition/Design*	$310,000
12” Waterline Elm Pl. from New Orleans to Washington- *Design*	$120,000
12” Waterline Washington St. from Elm to Aspen- *Design*	$120,000
SUB-TOTAL SDW LOAN	**$2,610,000.00**

TOTAL OWRB FY2027 LOAN PROGRAM $26,354,000.00

THE
PUBLIC FINANCE
LAW GROUP PLLC
ATTORNEYS AND COUNSELORS AT LAW

t 405.235.3413 • f 405.235.2807
5657 N. Classen Boulevard, Suite 100 • Oklahoma City, OK 73118

AGREEMENT FOR BOND COUNSEL SERVICES

BROKEN ARROW MUNICIPAL AUTHORITY,
TULSA COUNTY, OKLAHOMA
SERIES 2026A PROMISSORY NOTE
TO OKLAHOMA WATER RESOURCES BOARD

THIS AGREEMENT is entered into as of May 5, 2026, by and among THE PUBLIC FINANCE LAW GROUP PLLC ("PFLG") and BROKEN ARROW MUNICIPAL AUTHORITY (the "Issuer"), an Oklahoma public trust, as follows:

RECITALS

WHEREAS, the Issuer desires to engage PFLG as bond counsel in connection with the financing the construction of certain water and wastewater system improvements, along with related costs, in the aggregate principal amount of not to exceed $27,930,000 (collectively, the "Project"); and

WHEREAS, to finance all or a portion of the costs of the Project, the Issuer intends to issue or cause to be issued its Series 2026A Promissory Note to Oklahoma Water Resources Board (the "Note") through the Oklahoma Water Resources Board's State Loan Program (FAP); and

WHEREAS, PFLG possesses the necessary professional capabilities and resources to provide the legal services required by Issuer as described in this Agreement.

AGREEMENTS

1. Scope of Services.

A. *Bond Counsel Services*. PFLG will render the following services as bond counsel to the Issuer:

(1) Consultation with representatives of the Issuer, including the manager of the Issuer, the City Attorney's office, as counsel to the Issuer ("Issuer's Counsel"), Finance Director, financing and accounting staff, financial advisors, and others, with respect to the timing, terms and legal structure of the proposed financings.

(2) Preparation of loan, security and other authorizing documents (the "Financing Documents").

(3) Review of documentation with respect to any letter of credit, bond insurance and/or reserve fund surety policy provided in connection with the Note, if any.

(4) Attendance at such meetings or hearings of the Issuer and working group meetings or conference calls as the Issuer may request, and assistance to the Issuer staff in preparation of such explanations or presentations to the governing body of the Issuer as they may request.

(5) Preparation of final closing papers to be executed by the Issuer required to effect delivery of the Note and coordination of the Note closing.

(6) Rendering of bond counsel's customary final legal opinion on the validity of the Note and, with respect to a tax-exempt Note, the exemption from gross income for federal income tax purposes and from Oklahoma personal income tax of interest thereon.

PFLG and Issuer acknowledge that Issuer shall be represented by Issuer's Counsel for the purpose of rendering day-to-day and ongoing general counsel legal services. PFLG shall circulate documents to and coordinate its services with Issuer's Counsel to the extent requested by Issuer or Issuer's Counsel.

PFLG and Issuer further acknowledge that the Issuer shall be represented by Municipal Finance Services, Inc., a municipal advisor pursuant to the terms of SEC Rule 15Ba1-1 (referred to herein as an "Independent Registered Municipal Advisor" or "IRMA"). PFLG is a firm of attorneys who provide legal advice or services of a traditional legal nature to a client, and PFLG and its attorneys do not represent themselves to be a financial advisor or financial expert. Therefore, PFLG is excluded from the definition of Municipal Advisor, and PFLG does not intend to provide any advice with respect to municipal financial products or the issuance of municipal securities outside of the scope of traditional legal services and advice customarily rendered by bond counsel in public finance transactions. Notwithstanding the foregoing, in the event certain advice may be construed as beyond the scope of traditional legal services, the Issuer specifically acknowledges that PFLG may avail itself of the IRMA exemption under SEC Rule 15Ba1-1 on the basis that (i) the Issuer is represented by an Independent Registered Municipal Advisor not associated with PFLG, (ii) the Issuer hereby advises PFLG that the Issuer is represented by and will rely on the advice of its duly retained Independent Registered Municipal Advisor, and (iii) the Issuer has been advised that PFLG is not a municipal advisor and PFLG owes no federal statutory fiduciary duty to the Issuer.

In rendering opinions and performing legal services under this Agreement, PFLG shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, Issuer, the Independent Registered Municipal Advisor, property owners and other parties and consultants, without independent investigation or verification.

PFLG's services are limited to those specifically set forth above. PFLG's services do not include representation of Issuer or any other party to the transaction in any litigation or other legal

or administrative proceeding involving the Note, the Project or any other matter. PFLG's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. PFLG will not be responsible for preparing, reviewing, or opining with respect to any Official Statement and/or any Continuing Disclosure Undertakings applicable to the Note (if any), including but not limited to the accuracy, completeness or sufficiency of the Official Statement, Continuing Disclosure Undertaking, or other offering material relating to the Note. PFLG's services do not include any financial advice or analysis. PFLG will not be responsible for the services performed or acts or omissions of any other participant. Also, PFLG's services will not extend past the date of issuance of the Note and will not, for example, include services related to rebate compliance or continuing disclosure or otherwise related to the Note, Note proceeds or the Project after issuance of the Note.

2. <u>Compensation and Reimbursements.</u>

A. *Compensation for Bond Counsel Services*. For services as bond counsel to the Issuer, PFLG shall be paid a fixed fee at the time of issuance of the Note, calculated as follows:

(1) $35,000.00, plus

(2) One half of one percent (0.5%) of the original gross proceeds of the Note over $7,000,000 up to and including $10,000,000, plus

(3) One quarter of one percent (0.25%) of the original gross proceeds of the Note above $10,000,000.

B. *Expenses*. PFLG shall also be paid a fixed amount of $2,000.00 in connection with the Note issuance to cover expenses and transcript production and distribution, provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with the issuance of the Note shall be paid directly by the Issuer, but if paid by PFLG on behalf of the Issuer, shall be reimbursed to PFLG on demand.

C. *Payment*. Fees and expenses shall be payable by Issuer at the time of issuance of the Note. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Note and shall be entirely contingent upon issuance of the Note.

D. *Termination of Agreement and Legal Services*. This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by Issuer, shall, at the option of Issuer, become its property and shall be delivered to it or to any party it may designate; provided that PFLG shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by Issuer, PFLG shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance

of the Note; provided that Issuer shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, PFLG shall have no future duty of any kind to or with respect to the Note or the Issuer.

3. Nature of Engagement; Relationships With Other Parties.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, PFLG's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Note, PFLG will act as special counsel to Issuer with respect to issuance of the Note; i.e., PFLG will assist the Issuer's Counsel in representing Issuer but only with respect to validity of the Note and the Financing Documents, and the tax status of interest on the Note, in a manner not inconsistent with the role of bond counsel described above.

Issuer acknowledges that PFLG regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, PFLG has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Note financing or the Project or that may be involved with or adverse to Issuer in this or some other matter. PFLG agrees not to represent any such entity in connection with the Note financing, during the term of this Agreement, without the consent of Issuer. Given the special, limited role of bond counsel described above, Issuer acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that PFLG may have had, have or enter into, and Issuer specifically consents to any and all such relationships.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than Issuer and PFLG any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of Issuer and PFLG.

PFLG may not assign its obligations under this Agreement without written consent of Issuer except to a successor partnership or corporation to which all or substantially all of the assets and operations of PFLG are transferred. Issuer may assign its rights and obligations under this Agreement to (but only to) any other public entity that issues the Note (if not the Issuer). Issuer shall not otherwise assign its rights and obligations under this Agreement without written consent

of PFLG. All references to PFLG and Issuer in this Agreement shall be deemed to refer to any such successor of PFLG and to any such assignee of Issuer and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

PFLG:

The Public Finance Law Group PLLC
5657 N. Classen Boulevard, Suite 100
Oklahoma City, OK 73118
Attention: Allan A. Brooks or Nathan D. Ellis

ISSUER:

Broken Arrow Municipal Authority
PO Box 610
Broken Arrow, OK 74013-0610
Attention: City Manager

[Remainder of Page Left Blank Intentionally]

Issuer and PFLG have executed this Agreement by their duly authorized representatives as of the date provided above.

THE PUBLIC FINANCE LAW GROUP PLLC

By: _____
Nathan D. Ellis, Esq.

BROKEN ARROW MUNICIPAL AUTHORITY

By: _____
Title: Chairman
Date: May 5, 2026

City of Broken Arrow

Request for Action

File #: 26-612, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:

Consideration, discussion, and possible preview of an Ordinance closing an easement on property located south of Jasper Street (131st Street), east of 9th Street (Lynn Lane), Broken Arrow, Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002314-2025)

Background:
The property owner has submitted an application requesting the closure of an easement on property located south of Jasper Street (131st Street), east of 9th Street (Lynn Lane Road). The location and details of the easement to be closed are detailed in the "Easement Vacation Exhibit"

Staff have reviewed the documents and recommend acceptance of the easement closure.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Preview Ordinance
Easement Vacation Exhibit

Recommendation:
Preview the Ordinance and set for adoption.

Ordinance No. XXXX

An ordinance closing an easement on property located south of Jasper Street (131st Street), east of 9th Street (Lynn Lane), Broken Arrow, Tulsa County, State of Oklahoma; repealing all ordinances to the contrary; and declaring an emergency

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

SECTION I. The utility easement affecting the real estate described as follows:

See Exhibit "A"

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this easement.

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

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

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2026.

ATTEST: _____ MAYOR

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

SEWER EASEMENT VACATION

Exhibit "A"

SHEET 1 OF 2

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE NORTHWEST QUARTER (NW/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTEEN (17) NORTH, RANGE FOURTEEN (14) EAST OF THE INDIAN BASE AND MERIDIAN (I.B.&M.), TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, RECORDED IN BOOK: 3870, PAGE: 1467 FILED IN THE TULSA COUNTY CLERKS OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING (P.O.C.) AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4, NW/4) OF SAID SECTION TWELVE (12); THENCE S88°40'38W ALONG THE NORTH LINE OF THE SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW/4, NW/4) FOR A DISTANCE OF 425.15 FEET TO A POINT ON THE SAID NORTH LINE; THENCE S01°13'13"E FOR A DISTANCE OF 70.00 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE S25°15'45"E FOR A DISTANCE OF 534.49 FEET; THENCE S88°40'40"W FOR A DISTANCE OF 32.82 FEET; THENCE N25°15'45"W FOR A DISTANCE OF 534.49 FEET; THENCE N88°40'40"E FOR A DISTANCE OF 32.82 FEET TO THE POINT OF BEGINNING (P.O.B.). AREA CONTAINS 0.37 ACRES, MORE OR LESS.

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 NORTH LINE OF THE NW/4, NW/4, SEC. 12, T-17-N, R-14-E, I.B.& M. AS S88°40'38"W.

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 20th DAY OF NOVEMBER 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

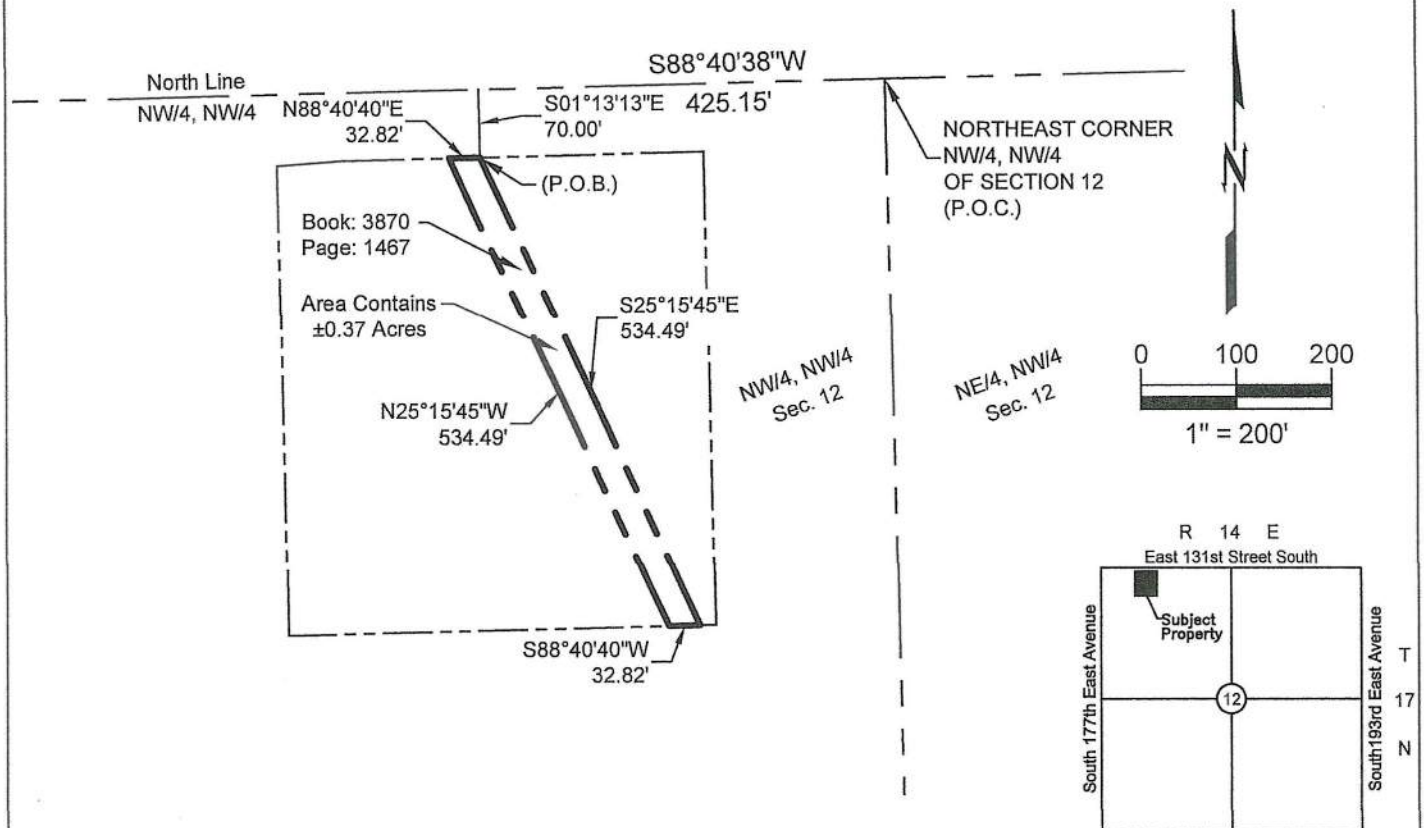
wallace design collective, pc
structural · civil · landscape · survey
123 north martin luther king jr. boulevard
tulsa, oklahoma 74103
918.584.5858 · 800.364.5858
wallace.design

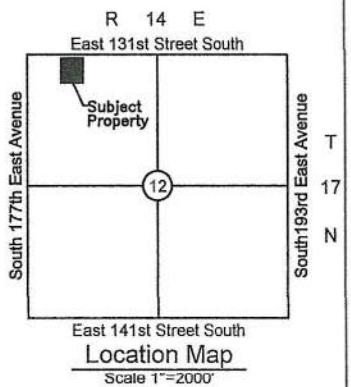
ORIG SIZE:8.5"X11"
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\\Chouteau-Server\Root\Jobs\2540415.01-Tyler Fulps-Pennington & Associates\Final Drawing\2540415.01 Sanitary Sewer Vacation.dwg

Sewer Easement Vacation Exhibit "A"

SHEET 2 OF 2

A PART OF THE NW/4 OF THE NW/4 OF SEC. 12, T.17 N., R.14 E., I.B.& M.,
CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA





Location Map
Scale 1"=2000'

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 NORTH LINE OF THE NW/4, NW/4, SEC. 12, T-17-N, R-14-E, I.B.& M. AS S88°40'38"W.

LEGEND

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT

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 20TH DAY OF NOVEMBER 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

City of Broken Arrow

Request for Action

File #: 26-621, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:

Consideration, discussion, and possible preview of an Ordinance closing an easement on property located north of Albany Street (61st Street), east of Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002540-2025)

Background:
The property owner has submitted an application requesting the closure of a easement on property located north of Albany Street (61st Street), east of Aspen Avenue (145th E Avenue). The location and details of the easement to be closed are detailed in the "Easement Vacation Exhibit"

Staff has reviewed the documents and recommends acceptance of the easement closure.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Preview Ordinance
Easement Vacation Exhibit

Recommendation:
Preview the Ordinance and set for adoption.

Ordinance No. XXXX

An ordinance closing an easement on property located north of Albany Street (61st Street), east of Aspen Avenue (145th E Avenue), Tulsa County, State of Oklahoma, repealing all ordinances to the contrary; and declaring an emergency

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

SECTION I. The easement affecting the real estate described as follows:

See Exhibit "A"

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this overland drainage easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this easement.

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

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

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2026.

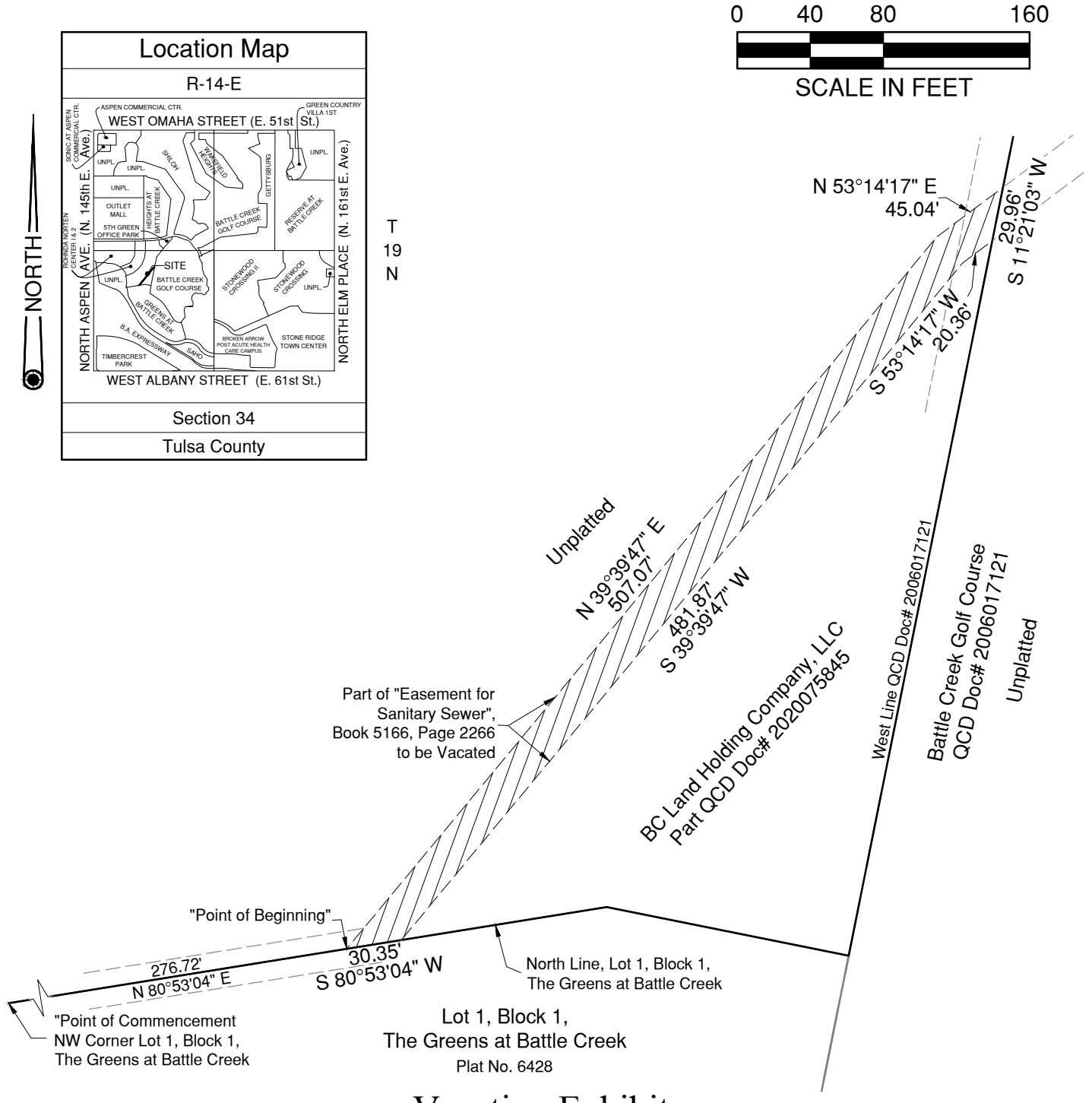
ATTEST: _____ MAYOR

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

Exhibit "A"



Vacation Exhibit

Sheet 1 of 2

Tulsa Engineering & Planning Associates
9810 E. 42nd Street, Suite 100 Tulsa, Oklahoma 74146
Phone: 918-252-9621 Fax: 918-340-5999
Civil Engineering, Land Surveying, Land Planning
Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2027

Job No: 25-077
Scale: 1" = 80'
Date: 11/13/2025

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Exhibit "A"

Legal Description

A tract of land located within the Southwest Quarter (SW/4) of Section 34, T-19-N, R-14-E of the Indian Base and Meridian, Tulsa County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows:

Commencing at the Northwest Corner of Lot 1, Block 1, "The Greens at Battle Creek", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, Plat No. 6428, as filed in the office of the Tulsa County Clerk; Thence N 80°53'04" E, along the northwesterly line of said Lot 1, a distance of 276.72 feet to the "Point of Beginning", said point being within "Easement for Sanitary Sewer", Book 5166, Page 2266, as filed in the office of the Tulsa County Clerk;

Thence N 39°39'47" E, along a southerly extension of a northwesterly line of said easement and along said northwesterly line, a distance of 507.07 feet; Thence N 53°14'17" E, continuing along said northwesterly line, a distance of 45.04 feet to a point on the westerly line of Quit Claim Deed, Document No. 2006017121, as filed in the office of the Tulsa County Clerk; Thence S 11°21'03" W, along said westerly line, a distance of 29.96 feet to a point on the southeasterly line of said easement; Thence S 53°14'17" W, along said southeasterly line, a distance of 20.36 feet; Thence S 39°39'47" W, continuing along said southeasterly line, a distance of 481.87 feet to a point on the northerly line of said Lot 1, Block 1; Thence S 80°53'04" W, along said northerly line, a distance of 30.35 feet to the "Point of Beginning".

Said tract contains 10,543 square feet or 0.2420 acres.

The non-astronomical basis of bearings contained herein are based upon the northwesterly line of Lot 1, Block 1, "The Greens at Battle Creek", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, Plat No. 6428, as filed in the office of the Tulsa County Clerk, as being N 80°53'04" E.

CERTIFICATE:

I, David W. Murdoch, of Tulsa Engineering & Planning Associates, Inc. and a Professional Land Surveyor registered in the State of Oklahoma, hereby certify that the foregoing legal description closes in accord with existing records, is a true representation of the real property as described and meets or exceeds the "Minimum Standards for Property Descriptions" as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors.

David W. Murdoch, P.L.S.
2025.11.13 09:36:40
-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
OKLAHOMA

Vacation Exhibit

Tulsa Engineering & Planning Associates
9810 E. 42nd Street, Suite 100 Tulsa, Oklahoma 74146
Phone: 918-252-9621 Fax: 918-340-5999
Civil Engineering, Land Surveying, Land Planning
Certificate of Authorization No. CA 531 PE/LS Renewal Date June 30, 2027

Job No: 25-077
Scale: N/A
Date: 11/13/2025

G:\20-151\MiscDwgs\Esmt Closure Exhibit\25-077 Esmt Closure Exhibit.dwg, 11/13/2025 - 9:30 AM

City of Broken Arrow

Request for Action

File #: 26-622, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:

Consideration, discussion, and possible preview of an Ordinance closing an easement on property located south of Omaha Street (51st Street), west of 37th Street (209th E Avenue), Wagoner County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002728-2026)

Background:
The property owner, or their representative, have submitted an application requesting the closure of an easement on property located south of Omaha Street (51st Street), west of 37th Street (209th E Avenue). The exact location and description of the easement to be closed are detailed in the "Easement Vacation Exhibit" attachment.

Staff have reviewed the request and recommends acceptance of the easement closure.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Preview Ordinance
Easement Vacation Exhibit

Recommendation:
Preview the Ordinance and set for adoption.

Ordinance No. XXXX

An ordinance closing an easement on property located south of Omaha Street (51st Street), west of 37th Street (209th E Avenue), Wagoner County, State of Oklahoma, (Section 31, T19N, R15E); repealing all ordinances to the contrary; and declaring an emergency

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

SECTION I. The easement affecting the real estate described as follows:

See Exhibit "A"

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this overland drainage easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this utility easement.

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

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

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2026.

ATTEST: _____ MAYOR

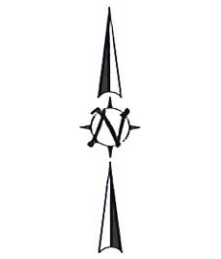
_____
(Seal) CITY CLERK

APPROVED:

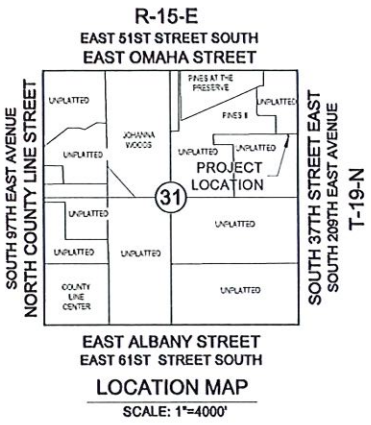
_____
ASSISTANT CITY ATTORNEY

Exhibit A

(PAGE 1 OF 2)



DRAWING SCALE: 1"= 50'

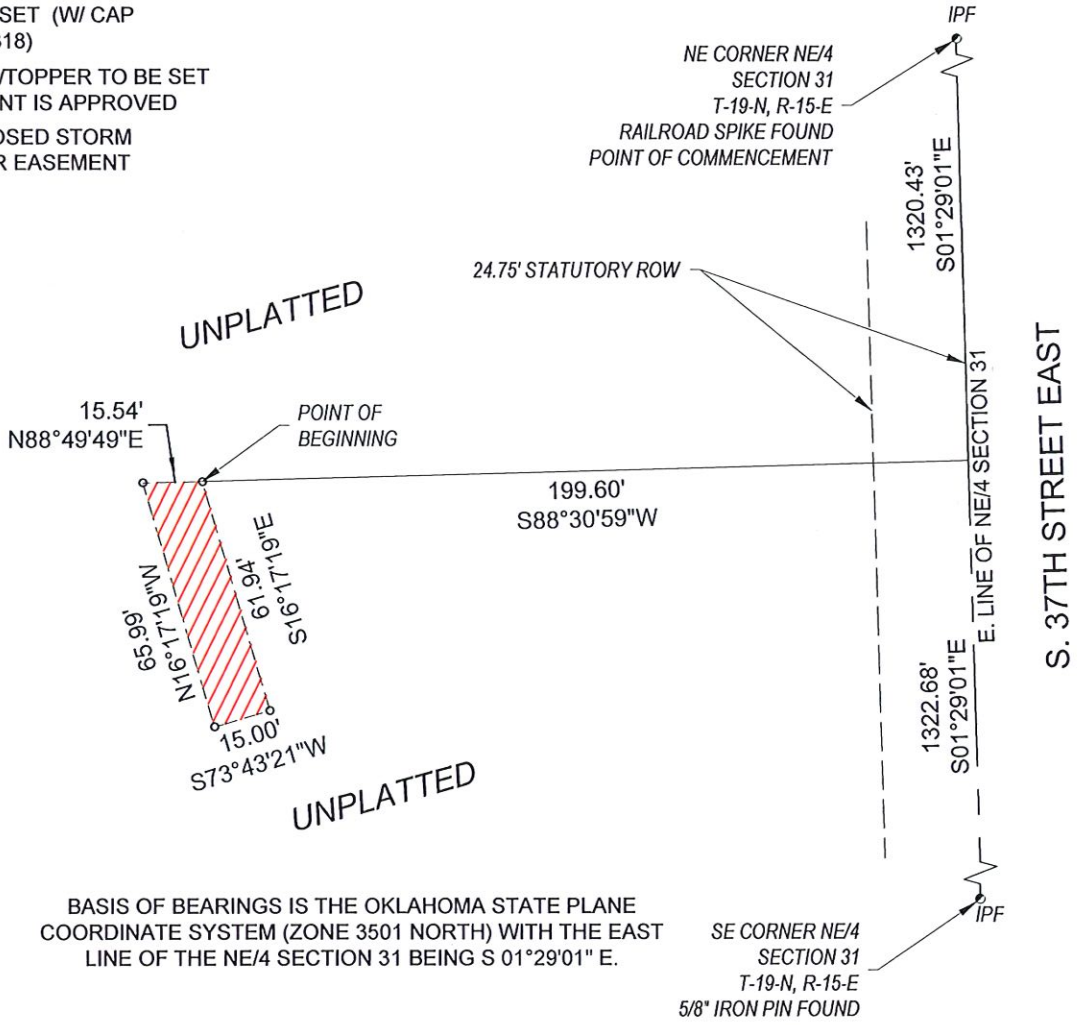


LOCATION MAP

SCALE: 1"=4000'

LEGEND

- IPF - IRON PIN FOUND
- IPS - IRON PIN SET (W/ CAP STAMPED CA 6318)
- 60D NAIL SET W/TOPPER TO BE SET AFTER EASEMENT IS APPROVED
- PROPOSED STORM SEWER EASEMENT



BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE EAST LINE OF THE NE/4 SECTION 31 BEING S 01°29'01" E.

SURVEYOR'S STATEMENT

I, MIKEL L. STEWART, OF AAB ENGINEERING, LLC, CERTIFY THAT THE ATTACHED PLAT OF SURVEY IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA. THE LAST SITE VISIT WAS COMPLETED ON FEBRUARY 24TH, 2026.

3-03-2026

AAB Engineering, LLC
Engineering • Surveying • Land Planning
PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp: June 30, 2026
AZ CA#23897 Exp: March 29, 2026
KS CA#2292 Exp: Dec. 31, 2026
SD CA#7581 Exp: March 31, 2027
Office: (918) 514-4283 Fax: (918) 514-4288

PLOT DATE: Tue, 03 Mar 2026 FILE: P:\1915\31-THE PINES III\SURVEY\WORKING DATA\TEMPORARY ACCESS EASEMENT

Exhibit A

(PAGE 2 OF 2)

LEGAL DESCRIPTION

A STRIP OF LAND SITUATED IN PART OF NORTHEAST QUARTER (NE/4) OF SECTION THIRTY-ONE (31), TOWNSHIP NINETEEN (19) NORTH, RANGE FIFTEEN (15) EAST OF THE INDIAN BASE AND MERIDIAN, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED U.S. GOVERNMENT SURVEY THEREOF, SAID STRIP OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER (NE/4); THENCE SOUTH 01°29'01" EAST ALONG THE EAST LINE THEREOF, A DISTANCE OF 1320.43 FEET; THENCE SOUTH 88°30'59" WEST A DISTANCE OF 199.60 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 16°17'19" EAST, A DISTANCE OF 61.94 FEET; THENCE SOUTH 73°43'21" WEST A DISTANCE OF 15.00 FEET; THENCE NORTH 16°17'19" WEST A DISTANCE OF 65.99 FEET; THENCE NORTH 88°49'49" EAST A DISTANCE OF 15.54 FEET TO THE POINT OF BEGINNING. CONTAINING 959 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

LEGAL DESCRIPTION BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (ZONE 3501 NORTH) WITH THE EAST LINE OF THE NORTHEAST QUARTER (NE/4) BEING SOUTH 01°29'01" EAST.

THIS LEGAL DESCRIPTION WAS PREPARED ON MARCH 3, 2026, BY MIKEL L. STEWART, OKLAHOMA LICENSED LAND SURVEYOR NO. 2105.

SURVEYOR'S STATEMENT

I, MIKEL L. STEWART, OF AAB ENGINEERING, LLC, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH THE EXISTING RECORDS IS A TRUE REPRESENTATION OF THE EASEMENT AS DESCRIBED AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

3-03-2026

MIKEL L. STEWART

OKLAHOMA PLS NO. 2105

LICENSED PROFESSIONAL LAND SURVEYOR
MIKEL L. STEWART
2105
OKLAHOMA

AAB Engineering, LLC
Engineering • Surveying • Land Planning
PO Box 2136 Sand Springs, OK 74063
OK CA#6318 Exp: June 30, 2026
AZ CA#23597 Exp: March 29, 2026
KS CA#2292 Exp: Dec. 31, 2026
SD CA#7581 Exp: March 31, 2027
Office: (918) 514-4283 Fax: (918) 514-4288

PLOT DATE: Tue, 03 Mar 2026 FILE: P:\191531-THE PINES III\SURVEY\WORKING DATA\TEMPORARY ACCESS EASEMENT

City of Broken Arrow

Request for Action

File #: 26-623, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:

Consideration, discussion, and possible preview of an Ordinance closing an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002733-2026)

Background:
The property owner, or their representative, has submitted an application requesting the closure of an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane. The location and details of the easement to be closed are detailed in the "Easement Vacation Exhibit" attachment.

Staff have reviewed the request and recommends acceptance of the easement closure.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Preview Ordinance
Easement Vacation Exhibit

Recommendation:
Preview the Ordinance and set for adoption.

Ordinance No. XXXX

An ordinance closing an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 12, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency

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

SECTION I. The easement affecting the real estate is described as follows:

See Exhibit "A"

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this utility easement.

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

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

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2026.

ATTEST: _____ MAYOR

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

WHITE SURVEYING COMPANY
• 9936 EAST 55TH PLACE TULSA, OKLAHOMA 74146 • (918) 663-6924

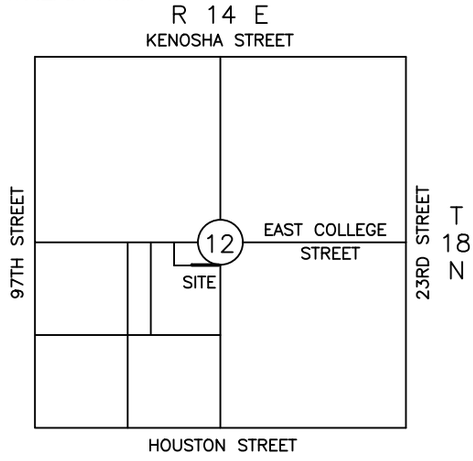
UTILITY EASEMENT 1 VACATION EXHIBIT

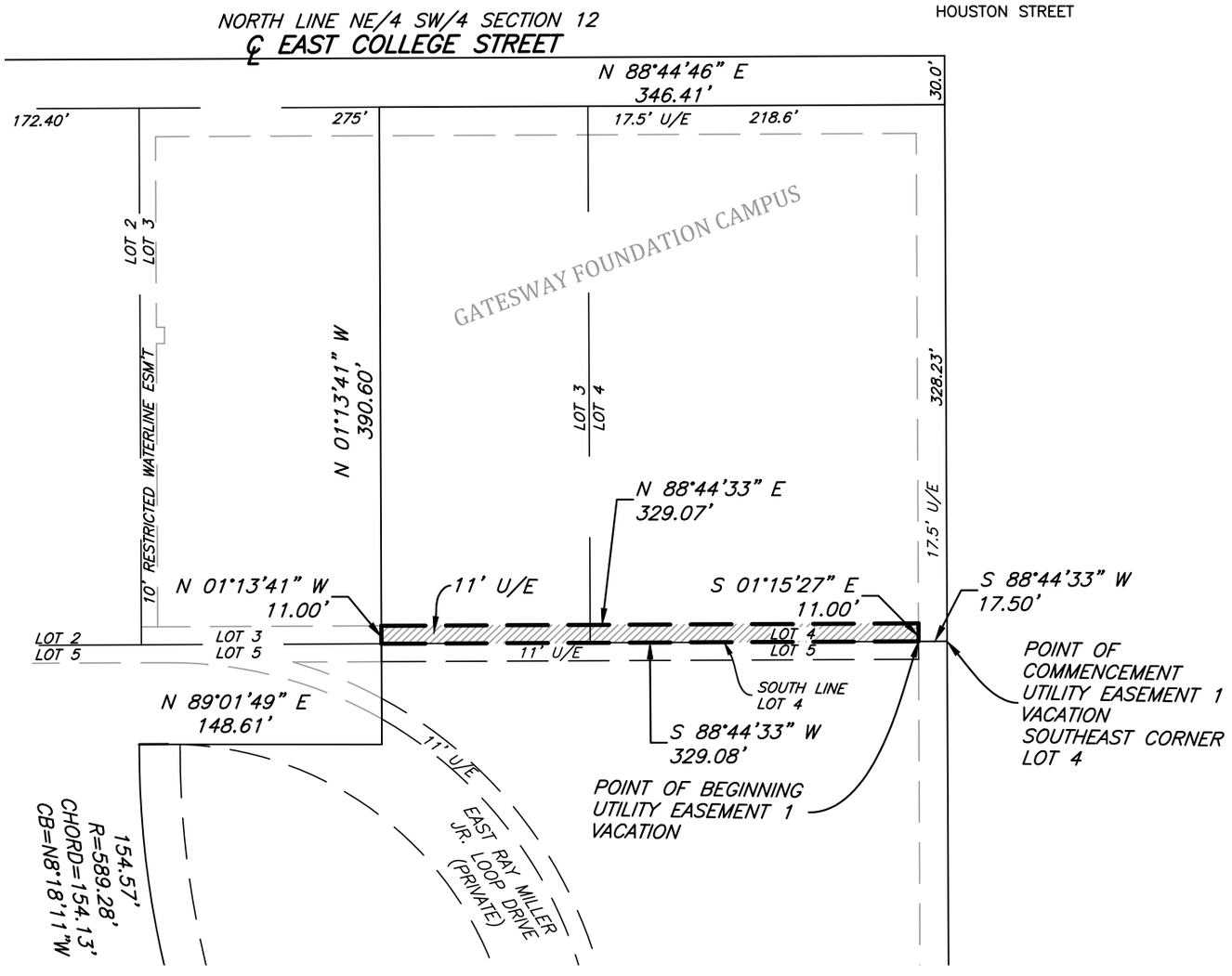
GATESWAY FOUNDATION CAMPUS, CITY OF BROKEN ARROW,
TULSA COUNTY, STATE OF OKLAHOMA

1"=100'
0 100

STK 25-117107
CLIENT: ROUTE 66 ENGINEERING, LLC

BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE AND THE EAST LINE OF BLOCK 1, GATESWAY FOUNDATION CAMPUS BEING SOUTH 01°15'27" EAST.





LEGAL DESCRIPTION

UTILITY EASEMENT 1 VACATION DESCRIPTION:
A TRACT OF LAND IN LOTS THREE (3) AND FOUR (4), BLOCK ONE (1), GATESWAY FOUNDATION CAMPUS, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6406, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 88°44'33" WEST ALONG THE SOUTH LINE OF SAID LOT 4 FOR 17.50 FEET TO THE WEST LINE OF AN EXISTING 17.5 FOOT UTILITY EASEMENT AND THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°44'33" WEST ALONG THE SOUTH LINE OF SAID LOT 3 AND SAID LOT 4 FOR 329.08 FEET; THENCE NORTH 01°13'41" WEST FOR 11.00 FEET; THENCE NORTH 88°44'33" EAST FOR 329.07 FEET TO THE WEST LINE OF AN EXISTING 17.5 FOOT UTILITY EASEMENT; THENCE SOUTH 01°15'27" EAST ALONG SAID WEST LINE FOR 11.00 FEET TO THE POINT OF BEGINNING. CONTAINING A COMPUTED AREA OF 3,620 SQUARE FEET OR 0.083 ACRES, MORE OR LESS.

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHN L. LIBBY JR. L.S.1806
OKLAHOMA

WHITE SURVEYING COMPANY
CERTIFICATE OF AUTHORIZATION
NO. CA1098

BY: _____ DATE: 4/2/2026
REGISTERED PROFESSIONAL LAND
SURVEYOR OKLAHOMA NO. 1806

REVISED: 04/02/26

WHITE SURVEYING COMPANY
• 9936 EAST 55TH PLACE TULSA, OKLAHOMA 74146 • (918) 663-6924

UTILITY EASEMENT 1 VACATION EXHIBIT

CLOSURE REPORT

GATESWAY FOUNDATION CAMPUS, CITY OF BROKEN ARROW,
TULSA COUNTY, STATE OF OKLAHOMA

SEGMENT #1: LINE
COURSE: S88° 44' 33"W LENGTH: 329.08'

SEGMENT #2: LINE
COURSE: N01° 13' 41"W LENGTH: 11.00'

SEGMENT #3: LINE
COURSE: N88° 44' 33"E LENGTH: 329.07'

SEGMENT #4: LINE
COURSE: S01° 15' 27"E LENGTH: 11.00'

PERIMETER: 680.15' AREA: 3619.81 SQ. FT.
ERROR CLOSURE: 0.0043 COURSE: S88° 43' 24"W
ERROR NORTH: -0.00010 EAST: -0.00435

PRECISION 1: 158174.42

City of Broken Arrow

Request for Action

File #: 26-624, **Version:** 1

Broken Arrow City Council
Meeting of: 05-05-2026

Title:

Consideration, discussion, and possible preview of an Ordinance closing an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (repealing all ordinances to the contrary; and declaring an emergency (EASE-002734-2026)

Background:
The property owner, or their representative, has submitted an application requesting the closure of an easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane. The location and details of the easement to be closed are detailed in the "Easement Vacation Exhibit" attachment.

Staff have reviewed the request and recommends acceptance of the easement closure.

Cost: $0

Funding Source: None

Requested By: Rocky Henkel, Community Development Director

Approved By: City Manager's Office

Attachments: Preview Ordinance
Easement Vacation Exhibit

Recommendation:
Preview the Ordinance and set for adoption.

Ordinance No. XXXX

An ordinance closing an XXX easement on property located north of Houston Street (81st Street), east of 9th Street (Lynn Lane), Tulsa County, State of Oklahoma, (Section 12, T18N, R14E); repealing all ordinances to the contrary; and declaring an emergency

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

SECTION I. The easement affecting the real estate is described as follows:

See Exhibit "A"

is not presently in use, and is hereby closed. Provided that the City reserves the right to reopen this easement in the event it is needed in the future, without the necessity to pay the owner or their successors for the reopening of this utility easement.

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

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

PASSED AND APPROVED and the emergency clause ruled upon separately this ____ day of _____, 2026.

ATTEST: _____ MAYOR

_____
(Seal) CITY CLERK

APPROVED:

_____
ASSISTANT CITY ATTORNEY

WHITE SURVEYING COMPANY
• 9936 EAST 55TH PLACE TULSA, OKLAHOMA 74146 • (918) 663-6924

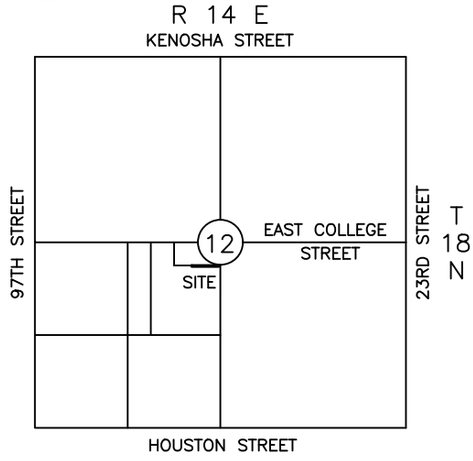
UTILITY EASEMENT 2 VACATION EXHIBIT

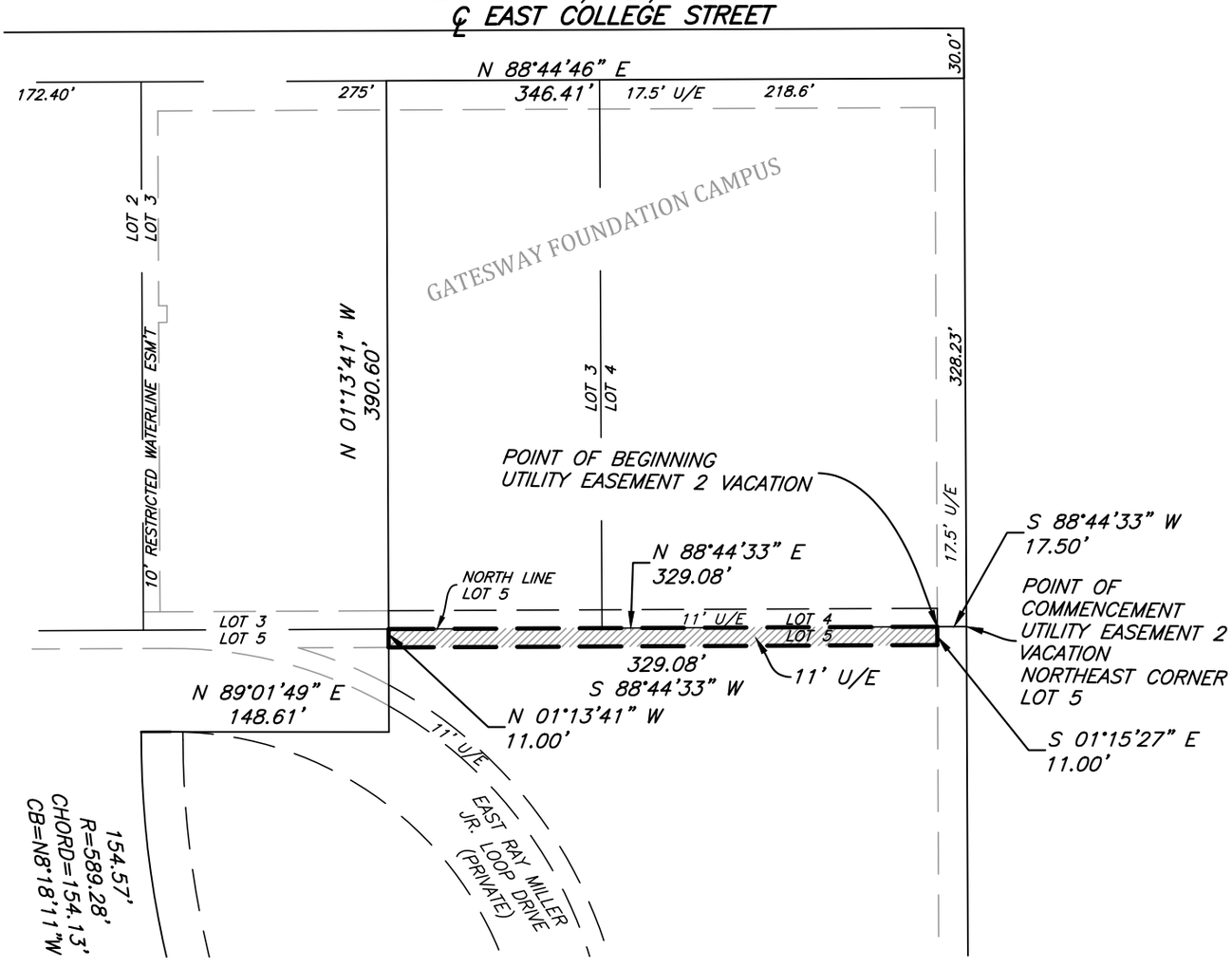
GATESWAY FOUNDATION CAMPUS, CITY OF BROKEN ARROW,
TULSA COUNTY, STATE OF OKLAHOMA

1"=100'
0 100

STK 25-117107
CLIENT: ROUTE 66 ENGINEERING, LLC

BASIS OF BEARINGS IS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM NAD 83 (2011) NORTH ZONE AND THE EAST LINE OF BLOCK 1, GATESWAY FOUNDATION CAMPUS BEING SOUTH 01°15'27" EAST.





LEGAL DESCRIPTION

UTILITY EASEMENT 2 VACATION DESCRIPTION:
A TRACT OF LAND IN LOT FIVE (5), BLOCK ONE (1), GATESWAY FOUNDATION CAMPUS, AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT NO. 6406, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 88°44'33" WEST ALONG THE NORTH LINE OF SAID LOT 5 FOR 17.50 FEET TO THE WEST LINE OF AN EXISTING 17.5 FOOT UTILITY EASEMENT AND THE POINT OF BEGINNING; THENCE SOUTH 01°15'27" EAST ALONG SAID WEST LINE FOR 11.00 FEET; THENCE SOUTH 88°44'33" WEST FOR 329.08 FEET; THENCE NORTH 01°13'41" WEST FOR 11.00 FEET TO THE NORTH LINE OF SAID LOT 5; THENCE NORTH 88°44'33" EAST ALONG SAID NORTH LINE FOR 329.08 FEET TO THE WEST LINE OF AN EXISTING 17.5 FOOT UTILITY EASEMENT AND THE POINT OF BEGINNING. CONTAINING A COMPUTED AREA OF 3,620 SQUARE FEET OR 0.083 ACRES, MORE OR LESS.

REGISTERED PROFESSIONAL LAND SURVEYOR
JOHN L. LIBBY JR. L.S.1806
OKLAHOMA

WHITE SURVEYING COMPANY
CERTIFICATE OF AUTHORIZATION
NO. CA1098

BY: _____ DATE: 4/2/2026
REGISTERED PROFESSIONAL LAND
SURVEYOR OKLAHOMA NO. 1806

REVISED: 04/02/26

WHITE SURVEYING COMPANY
• 9936 EAST 55TH PLACE TULSA, OKLAHOMA 74146 • (918) 663-6924

UTILITY EASEMENT 2 VACATION EXHIBIT

CLOSURE REPORT

GATESWAY FOUNDATION CAMPUS, CITY OF BROKEN ARROW,
TULSA COUNTY, STATE OF OKLAHOMA

SEGMENT #1: LINE
COURSE: S01° 15' 27"E LENGTH: 11.00'

SEGMENT #2: LINE
COURSE: S88° 44' 33"W LENGTH: 329.08'

SEGMENT #3: LINE
COURSE: N01° 13' 41"W LENGTH: 11.00'

SEGMENT #4: LINE
COURSE: N88° 44' 33"E LENGTH: 329.08'

PERIMETER: 680.16' AREA: 3619.88 SQ. FT.
ERROR CLOSURE: 0.0057 COURSE: N88° 45' 26"E
ERROR NORTH: 0.00012 EAST: 0.00565

PRECISION 1: 119326.32

RESOLUTION NO. 1745

A RESOLUTION AUTHORIZING ACCEPTANCE OF A GENERAL WARRANTY DEED FROM LO VANGSENG AND NAO VANG FOR PARCEL 9.0, WHICH CONSISTS OF 7,651 SQUARE FEET OF PERMANENT RIGHT-OF-WAY FOR THE 37TH STREET ROADWAY WIDENING FROM OMAHA STREET TO DEARBORN STREET, LOCATED AT 4725 SOUTH 209TH EAST AVENUE IN BROKEN ARROW, OKLAHOMA IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 19 NORTH, RANGE 15 EAST, WAGONER COUNTY, STATE OF OKLAHOMA. (PROJECT NO. ST21390)

WHEREAS, the right-of-way acquisition for the 37th Street Roadway Widening from Omaha Street to Dearborn Street has been approved as General Obligation Bond 2018; and

WHEREAS, the City of Broken Arrow's right-of-way agent has negotiated a payment in the amount of $24,110.00 to Lo Vangseng and Nao Vang, the property owner of Parcel 9.0, which consists of 7,651 square feet of Permanent Right of Way located at 4725 South 209th East Avenue in Broken Arrow, Oklahoma; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

1. The City of Broken Arrow accepts the General Warranty Deed for Parcel 9.0 from Lo Vangseng and Nao Vang.

This Resolution is approved in open meeting by the City Council of the City of Broken Arrow on this 5th day of May, 2026.

_____

MAYOR

ATTEST:

_____

(seal) CITY CLERK

APPROVED AS TO FORM:

D. Graham Parker

_____

ASSISTANT CITY ATTORNEY

CITY OF BROKEN ARROW
Where opportunity lives

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

Public Contract Application for Contractual Changes
Contract Change Order # 3

Project Name: Jasper St & Aspen Ave Intersection Improvements
Project Number: ST2031
PO Number:
Date of Application: Monday, April 6, 2026
Contractor: Paragon Contractors LLC
Submitted By: Mike Owens

Summary of Change in Scope of Work

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

Change of Work Items Included in this Change Order:

1) Shoring for Installation 60" HDPE at Creek Due to Unsuitable Soil
2) Waterline
3) Restock Fee Casing
4) Remove Lime
5) Remove Lime Stabilization Subgrade

Change in Contractual Project Time:

1) 20 DAYS
2)

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

Work Order Quantities

Item#	(Spec)	Item Description	Units	Price	Quantity	Total Amount
41	613E	60" Corrugated Polyethelene Pipe	LS	$ 102,745.06	1	$ 102,745.06
NEW		Waterline Installation	LS	$158,095.07	1	$ 158,095.07
8	307D	Lime	TON	$ 473.00	-49	$ (23,177.00)
9	307H	Lime Stabilized Subgrade	SY	$ 10.76	-4437	$ (47,742.12)
					Total Change Cost:	$ 189,921.01

Summary of Project Costs

Total Previous Change Orders:	$ 26,854.62	Original Contract Amount:	$ 2,373,118.11
Current Change Order:	$ 189,921.01	Amended Contract Amount:	$ 2,708,417.65
Total Cost of Change Orders:	$ 216,775.63	Percent Change in Contract:	14.13%
Total Cost Applicable to CBA:	$ 216,775.63	Percent Change Applicable to CBA:	9.13%

Change Order Authorization

Change Order # 3 in the sum of: $ 189,921.01 has been reviewed by all parties and is recommended for approval by:

	Name	Signature	Date
Contractor Submitting Change Order:	Dale Forrest, Managing Member		4-7-2026
Construction Division Manager:	Nathanael T. Kohl, PE	Nathanael Kohl	4/13/2026
Director of Engineering & Construction:	Charlie Bright, PE	Charlie Bright	4/17/2026
Assistant City Manager - Operations:	Kenneth D Schwab, PE	Kenneth Schwab	4/17/2026
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:

PARAGON CONTRACTORS

Date: **3/28/2026**

Project: City of Broken Arrow – Jasper/Aspen Intersection

The scope of our quote reflects: Existing site conditions.

SCOPE OF WORK:
FURNISH ALL LABOR, MATERIALS AND EQUIPMENT:

Shoring Rental and Paragon Support for installation and removal for NW corner of intersection to allow for safe installation of 60" HDPE at Creek due to unsuitable soils. Paragon request 8 days added to contract.

Revised 3/28/2026 Verbal Approval in email 3/16/2026 from Nathanael Kohl City of Broken Arrow to proceed.

Total Lump Sum Cost: $ 100,137.06

Exclusions:
1. Any utility changes.
2. Testing / Permits / Fees / IDP Fees and Permits / ROW Fees and Permits
3. Bonds
4. Survey / control
5. Rock excavation and or blasting
6. Removal or handling of hazardous materials.

Any item not shown above

It is currently impossible to determine the full extent of the cost and time impact resulting from these changes. By proposing this Change Order (or, executing this Change Order), Contractor is not waiving and fully reserves its right to seek additional costs and time, including without limitation, compensation for any resulting delays, inefficiencies, extended home office and job overhead, acceleration, and ripple effects, directly attributable to these changes. Sincerely,

Mike Owens
owens@paragontulsa.com
(918)510-9057
(918) 582-8800

PARAGON CONTRACTORS

Date: **3/28/2026** **REVISED** C.O. - 008

Project: Jasper and Aspen Avenue Intersection Improvements and Aspen Avenue Improvements From Shreveport Street to Jasper Street (Phase 1 and 2)

Paragon Contractors is pleased to submit a change order on the above referenced project.

The scope of our quote reflects: Existing site conditions.

SCOPE OF WORK:
FURNISH ALL LABOR, MATERIALS AND EQUIPMENT:

Item #4 installation of 20" steel casing for proposed waterline A, Remove installation of 20" steel casing due to the 10% Competitive Bid Act Limit. As agreed in meeting 3/11/2026 with City of Broken Arrow Nathan Kohl agreed the City of Broken Arrow would pay Restock Fee of Material

Restock Fee of Steel Casing Total: $ 2,608.80

Exclusions:
1. Any utility changes.
2. Testing / Permits / Fees / IDP Fees and Permits / ROW Fees and Permits
3. Bonds
4. Survey / control
5. Rock excavation and or blasting
6. Removal or handling of hazardous materials.

Any item not shown above

It is currently impossible to determine the full extent of the cost and time impact resulting from these changes. By proposing this Change Order (or, executing this Change Order), Contractor is not waiving and fully reserves its right to seek additional costs and time, including without limitation, compensation for any resulting delays, inefficiencies, extended home office and job overhead, acceleration, and ripple effects, directly attributable to these changes. Sincerely,

Mike Owens
owens@paragontulsa.com
(918)510-9057
(918) 582-8800

PARAGON CONTRACTORS

Date: 3/28/2026

C.O.-006 Subsurface Investigation Request 3 days added to contract
C.O.-005 Close Intersection of Jasper and Aspen for installation of water line Request 2 days added to contract
C.O.-007 Saw Cutting of existing asphalt paving for installation of Water Line Request 1 day added to contract
C.O.-009 Installation of Proposed waterline A,B,C and D Request 11 days added to contract
C.O. -010 Abandoned existing waterline in place fill with concrete pay for in existing pay items Request 1 day added to contract

Project: Jasper and Aspen Avenue Intersection Improvements and Aspen Avenue Improvements From Shreveport Street to Jasper Street (Phase 1 and 2)

C.O.-006 Subsurface Investigation	**TOTAL COST: $ 7,146.60**
C.O.-005 Close intersection of Jasper and Aspen for installation of waterline	**TOTAL COST: $ 4,896.61**
C.O.-007 Saw Cutting of existing asphalt paving for installation of Water Line	**TOTAL COST: $ 2,363.68**
C.O.-009 Installation of Proposed waterline A,B,C and D	**TOTAL COST: $ 143,688.18**
C.O.-010 Abandoned existing waterline in place fill with concrete use existing pay item #19 Dowel Jointed P.C.C. PAVT. (PLACEMENT)$64.30 SY UNIIT PRICE Overrun of 98.97 SY total cost $6,363.85 as agreed upon in meeting 3/11/2026	
	TOTAL COST: $ 158,095.07

Exclusions:

1. Any utility changes.
2. Permits / Fees / IDP Fees and Permits / ROW Fees and Permits
3. Bonds
4. Rock excavation and blasting
5. Removal or handling of hazardous materials.

Any item not shown above

It is currently impossible to determine the full extend of the cost and time impact resulting from these changes. By proposing this Change Order (or, executing this Change Order), Contractor is not waiving and fully reserves its rights to seek additional cost and time, including without limitation, compensation for any resulting delays, inefficiencies, extended home office and job overhead, acceleration, and ripple effects, directly attributable to these changes. Sincerely

Mike Owens
owens@paragontulsa.com

(918) 510-9057

(918) 582)-8800

Periodical Estimate - Unit Price Work

Contractor's Application

For (Contract):	Jasper St. & Aspen Ave. Intersection Improvements & Aspen Ave.Improvements From Shreveport St. to Jasper St.		Contract Number:		ST2031			Application Period:	3/16/2026	To	3/31/2026
Contractor:	Paragon Contractors LLC		Application Number:		15			Application Date:	3/31/2026		
Item											
Bid Item No.	Description	Units	Bid Item Quantity	Unit Price	Bid Item Value ($)	Quantity Installed Previously	Quantity Installed This Period	Total Earned This Period ($)	Total Installed to Date	% Installed	Balance to Finish
1	CLEARING AND GRUBBING	LSUM	1	$10,111.00	$10,111.00	1.00			$10,111.00	100.0%	
2	UNCLASSIFIED EXCAVATION	CY	2198	$22.18	$48,751.64	1,300.00			$28,834.00	59.1%	$19,917.64
3	TYPE A-SALVAGED TOPSOIL	LSUM	1	$18,216.00	$18,216.00	0.69			$12,614.58	69.3%	$5,601.42
4	SWPPP DOCUMENTATION AND MANAGEMENT	LSUM	1	$10,545.00	$10,545.00	0.50			$5,272.50	50.0%	$5,272.50
5	EROSION CONTROL	LSUM	1	$12,670.00	$12,670.00	0.88			$11,149.60	88.0%	$1,520.40
6	SOLID SLAB SODDING	SY	4490	$4.73	$21,237.70						$21,237.70
7	AGGREGATE BASE TYPE A	CY	1684	$53.21	$89,605.64	816.45			$43,443.30	48.5%	$46,162.34
8	LIME	TON	49	$473.00	$23,177.00	DEDUCT FROM CONTRACT					$23,177.00
9	LIME STABILIZED SUBGRADE	SY	4437	$10.76	$47,742.12						$47,742.12
10	SUBGRADE, METHOD B	SY	1052	$2.65	$2,787.80	847.10			$2,244.82	80.5%	$542.99
11	SEPARATOR FABRIC	SY	5797	$2.05	$11,883.85	2,336.08			$4,788.96	40.3%	$7,094.89
12	GEOGRID REINFORCEMENT	SY	4418	$1.90	$8,394.20	1,505.08			$2,859.65	34.1%	$5,534.55
13	FABRIC REINFORCEMENT	SY	15530	$4.23	$65,691.90	14,063.00			$59,486.49	90.6%	$6,205.41
14	SUPERPAVE, TYPE S3 (PG 64-22 OK)	TON	1582	$91.40	$144,594.80						$144,594.80
15	SUPERPAVE, TYPE S4 (PG 70-28 OK)	TON	3660	$106.70	$390,522.00	1,683.25			$179,602.78	46.0%	$210,919.23
16	SUPERPAVE, TYPE S6 (PG 64-22 OK)	TON	1081	$93.60	$101,181.60						$101,181.60
17	SUPERPAVE, TYPE S3(PATCH)(PG64-22OK)	TON	455	$174.40	$79,352.00	175.75			$30,650.80	38.6%	$48,701.20
18	COLD MILLING PAVEMENT	SY	15431	$3.33	$51,385.23	14,845.25			$49,434.68	96.2%	$1,950.55
19	DOWEL JOINTED P.C.C.PAVT.(PLACEMENT)	SY	1748	$64.30	$112,396.40	306.40			$19,701.52	17.5%	$92,694.88
20	P.C. CONCRETE FOR PAVEMENT	CY	468	$178.00	$83,304.00	76.56			$13,627.68	16.4%	$69,676.32
21	CLSM BACKFILL	CY	10	$230.00	$2,300.00						$2,300.00
22	CLASS C CONCRETE	CY	10	$960.00	$9,600.00						$9,600.00
23	TYPE III LAID UP PLAIN RIPRAP	SY	159	$71.40	$11,352.60	249.79			$17,835.01	157.1%	-$6,482.41
24	FILTER FABRIC	SY	215	$2.45	$526.75						$526.75
25	COMBINED CURB & GUTTER (6" BARRIER)	LF	1465	$31.85	$46,660.25	579.67			$18,462.49	39.6%	$28,197.76
26	4" CONCRETE SIDEWALK	SY	2347	$54.20	$127,207.40	2,973.15			$161,144.73	126.7%	-$33,937.33
27	4" DECORATIVE CONCRETE SIDEWALK	SY	451	$117.15	$52,834.65	342.61			$40,136.76	76.0%	$12,697.89
28	6" CONCRETE DRIVEWAY (H.E.S.)	SY	218	$66.20	$14,431.60	226.59			$15,000.26	103.9%	-$568.66
29	ASPHALT DRIVEWAY	SY	124	$104.70	$12,982.80	169.00			$17,694.30	136.3%	-$4,711.50
30	TACTILE WARNING DEVICE-NEW	SF	243	$30.00	$7,290.00	80.00			$2,400.00	32.9%	$4,890.00
31	MANHOLE (8' DIA.)	EA	3	$10,061.00	$30,183.00	2.00			$20,122.00	66.7%	$10,061.00
32	ADD'L DEPTH IN MANHOLE (8' DIA.)	VF	21	$1,093.00	$22,953.00	14.00			$15,302.00	66.7%	$7,651.00
33	INLET CI DES 1 (STD.)	EA	1	$4,507.00	$4,507.00	1.00			$4,507.00	100.0%	
34	STANDARD BROKEN ARROW INLET - ST30 (4'X3')	EA	1	$6,124.00	$6,124.00						$6,124.00
35	ADD'L DEPTH IN INLET CI DES 1	VF	4	$607.00	$2,428.00	4.00			$2,428.00	100.0%	
36	MANHOLES ADJUST TO GRADE	EA	7	$1,177.00	$8,239.00	2.00			$2,354.00	28.6%	$5,885.00
37	VALVE BOXES ADJUST TO GRADE	EA	4	$550.00	$2,200.00	2.00			$1,100.00	50.0%	$1,100.00
38	METER BOXES ADJUST TO GRADE	EA	1	$615.00	$615.00						$615.00
39	18" CORRUGATED POLYPROPYLENE PIPE	LF	66	$135.00	$8,910.00	34.50			$4,657.50	52.3%	$4,252.50
40	24" CORRUGATED POLYPROPYLENE PIPE	LF	124	$76.25	$9,455.00	124.00			$9,455.00	100.0%	
41	60" CORRUGATED POLYPROPYLENE PIPE	LF	517	$208.00	$107,536.00	250.00			$52,000.00	48.4%	$55,536.00
42	24" PREFAB. CULVERT END SEC., ROUND	EA	1	$1,257.00	$1,257.00	1.00			$1,257.00	100.0%	
43	60" PREFAB. CULVERT END SEC., ROUND	EA	1	$3,666.00	$3,666.00						$3,666.00
44	SERVICE CONNECTION (LONG)	EA	1	$7,574.00	$7,574.00						$7,574.00
45	REMOVAL OF STRUCTURES & OBSTRUCTIONS	LSUM	1	$32,825.00	$32,825.00	1.00			$32,825.00	100.0%	
46	REMOVAL OF CURB AND GUTTER	LF	1484	$5.75	$8,533.00	864.00			$4,968.00	58.2%	$3,565.00
47	REMOVAL OF CONCRETE MEDIAN	SY	361	$13.40	$4,837.40	361.00			$4,837.40	100.0%	
48	REMOVAL OF ASPHALT PAVEMENT	SY	2028	$14.00	$28,392.00	3,203.61			$44,850.54	158.0%	-$16,458.54
49	REMOVAL OF CONCRETE DRIVEWAY	SY	242	$25.00	$6,050.00	153.00			$3,825.00	63.2%	$2,225.00
50	REMOVAL OF ASPHALT DRIVEWAY	SY	320	$16.35	$5,232.00	104.20			$1,703.67	32.6%	$3,528.33
51	REMOVAL OF SIDEWALK	SY	274	$15.30	$4,192.20	202.95			$3,105.14	74.1%	$1,087.07
52	FENCE - STYLE CLF (6' HIGH, CLASS A)	LF	50	$128.50	$6,425.00						$6,425.00

BROKEN ARROW
Where opportunity lives

Bid 26.146-Kiln Room at Arts 302 Center			
Description	**Bidders**		
This solicitation establishes a purchase agreement for the provision of parts and labor to furnish and install a Dedicated Outside Air System (DOAS) and associated ductwork for the second-floor kiln room at the Arts 302 Center. The awarded contractor shall provide all necessary materials, equipment, and labor required to complete the installation in accordance with the specifications outlined in this solicitation. All work must meet the required specifications, applicable codes, and completion requirements identified in this solicitation. Services will be authorized through issuance of a purchase order, and payment will be rendered Net 30 after satisfactory completion and acceptance of the work in accordance with standard purchasing procedures.	A. S. A. P. Heating and Air, Inc.	Calema LLC dba KMS	Fuel Mechanical, LLC
Notary Public Commission Expires	**6/20/2027**	**9/29/2026**	**10/21/2029**
Provide complete installation of a 5-Ton Dedicated Outside Air System (DOAS) and exhaust system meeting all requirements outlined in the Basis of Design & Performance Specifications, including but not limited to: • 5-Ton DOAS (DX cooling, hot gas reheat, gas heat) • Exhaust system sized to maintain –0.02 to –0.05 in. w.g. negative pressure • Roof curb and roof modifications • Gas piping to unit • Electrical service, disconnects, and controls coordination • Supply and exhaust ductwork • Grilles and registers with opposed blade dampers • Condensate drain • Startup, commissioning, and testing • Owner training • O&M manuals and closeout documentation • All permitting, inspections, and code compliance • 1-year parts & labor warranty • 5-year compressor warranty • 5-year parts and labor			
Price Summary - Rates and Charges	**$74,435.00**	**$71,892**	**$165,469**

Bid 26.146-Kiln Room at Arts 302 Center
This was advertised on the City Website as well as the Tulsa World.
Bid was sent out to (4) four Vendors with (3) three Vendors responding.
This bid tabulation is true and accurate to the best of my knowledge.

X Ryan Baze **Date:** 4/28/2026

Ryan Baze, General Services Director

AMENDMENT NO. 1
TO
AGREEMENT
FOR
PROFESSIONAL CONSULTANT SERVICES
BETWEEN
CITY OF BROKEN ARROW (OWNER)
AND
PROFESSIONAL ENGINEERING CONSULTANTS, P.A. (CONSULTANT)
FOR
BROKEN ARROW FIELD OFFICE LOCKER ROOMS
PROJECT 2617120

THIS **AMENDMENT NO. 1**, made and entered into this 21st day of April 2026, by and between the City of Broken Arrow (Owner), hereinafter referred to as "OWNER", and PROFESSIONAL ENGINEERING CONSULTANTS, P.A., hereinafter referred to as "CONSULTANT";

WITNESSETH:

WHEREAS, OWNER and CONSULTANT entered into an Agreement dated October 8, 2025 "ORIGINAL AGREEMENT" for services as set forth in said Agreement; and

WHEREAS, said ORIGINAL AGREEMENT requires CONSULTANT to prepare construction documents for bidding purposes for the renovations at the existing Field Office building located at 2302 South 1st Place in Broken Arrow, OK.

WHEREAS, OWNER and CONSULTANT propose to amend said ORIGINAL AGREEMENT to expand the project scope and compensation to the following

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

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

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

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

1. PROJECT SCOPE.

This Amendment requires CONSULTANT to revise the CITY reviewed and approved final set of construction bid documents as follows:

1. Electrical document revisions will include:
a. Adding data outlets adjacent to the workstation outlets in the Storage Room.
b. Revise lighting design in the mechanical room to a one for one replacement.

c. Design power connections for the condensing unit to be replaced.
2. Mechanical document revisions will include:
a. Design replacement of (1) condensing unit with like capacity, it is assumed the evaporator coil in existing furnace is to be replaced
b. Design the replacement of the existing sanitary waste main
3. It is understood there are no floor plan changes and no additional meetings are anticipated.

2. CHANGE IN CONTRACT AMOUNT.
As compensation for the additional work, OWNER shall pay CONSULTANT in accordance with the terms as a change in the contract amount:

Original Contract Amount executed October 8, 2025	$21,750.00
Amendment No. 1	$2,500.00
Revised Total Contract Amount	$24,250.00

3. AMENDED PROJECT SCHEDULE
The schedule for Amendment No. 1 is 5 days from Notice to Proceed.

4. EFFECTIVE DATE AND AUTHORIZATION TO PROCEED.
This Amendment No. 1 is effective upon signature of both parties.

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

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

OWNER:
Broken Arrow Municipal Authority

By: _____

Michael L. Spurgeon, City Manager

Date: _____

Attest: _____

City Clerk [Seal]

Date: _____

CONSULTANT:
Professional Engineering Consultants, P.A.

By: _____

Alex Darby, P.E., Vice President
Municipal Market

Date: 04/21/2026

(CORPORATE SEAL, IF APPLICABLE)

Attest: _____

Name: Lance Brummett
Office: Practice Lead | Electrical

Date: 04/21/2026

Approved as to form:

D. Graham Parker
Assistant City Attorney

VERIFICATION

State of Oklahoma)
) §
County of Tulsa)

Before me, a Notary Public, on this 21st day of April, 2026, personally appeared Alex Darby, known to be to be the Vice-President – Municipal Market of Professional Engineering Consultants, P.A., and to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

11/23/2026

Notary Public

