



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

*Mayor Debra Wimpee*  
*Vice Mayor Christi Gillespie*  
*Council Member Johnnie Parks*  
*Council Member Scott Eudey*  
*Council Member Lisa Ford*

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**Tuesday, February 1, 2022**

**6:30 PM**

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

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**1. Call to Order**

**2. Invocation**

**3. Roll Call**

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

**5. Consideration of Consent Agenda**

- A.    **22-4**            Approval of the City Council Meeting Minutes of January 18, 2022
  
- B.    **22-134**        Acceptance of the Planning Commission meeting minutes of December 16, 2021
  
- C.    **22-152**        Approval of and authorization to execute Resolution No. 1446, a Resolution authorizing the City Attorney to defend Greg Fell in the matter of Ryan Tyler Merrill v. City of Broken Arrow, et al. Case No. 22-CV-7-KEW, in the U.S. District Court for the Eastern District of Oklahoma
  
- D.    **22-153**        Approval of and authorization to execute Resolution No. 1447, a Resolution authorizing the City Attorney to defend Jonathan Seagraves in the matter of Ryan Tyler Merrill v. City of Broken Arrow, et al. Case No. 22-CV-7-KEW, in the U.S. District Court for the Eastern District of Oklahoma
  
- E.    **22-143**        Approval of and authorization to receive funding grant from Oklahoma Department of Emergency Management Hazard Mitigation Committee for the purpose of updating the City of Broken Arrow's Multi-Jurisdictional Multi-Hazard Mitigation Plan Update (2217100)

- F.     **22-123**           Approval of and authorization to execute Professional Consulting Services Agreement with Meshek & Associates, LLC. for the Hazard Mitigation Plan Update (2217100)
- G.     **22-150**           Approval to terminate a purchasing contract previously awarded to Summit Truck #1 for the purchase of two (2) 2022 HV507 International with Goodwin Dump Body Trucks, and re-bid for the purchase of two (2) Dump Trucks with a Dump Body
- H.     **22-149**           Approval of and authorization to purchase an Aero flex 8800SX Radio Service Monitor with features from Testforce
- I.     **22-157**           Approval of and authorization to cancel award of certain line items previously awarded to Hubble Mitchell Business Interiors for procurement of Furniture, Fixtures and Equipment for Fire Station No. 3 (Project No. 163511)
- J.     **22-158**           Approval of and authorization to cancel award of all items previously awarded to Hubble Mitchell Business Interiors for procurement of Furniture, Fixtures and Equipment for Fire Station No. 7 (Project No. 173509)
- K.     **22-141**           Approval of and authorization to award the lowest responsible bid to Merrifield Office Supply and approve procurement of Furniture, Fixtures and Equipment for The Brown-Kimbrough Center for Arts, Innovation and Creativity and to extend other bids recommended by City Staff (Project No. 161715)
- L.     **22-154**           Approval of and authorization to execute Change Order #1 with Tri-Star Construction, LLC on Construction Contract #ST1914; Cedar Springs Estates Concrete Panel Replacement with Additional Miscellaneous Concrete Work
- M.     **22-142**           Approval of and authorization to execute Change Order #3 with Manhattan Construction Company on the Construction Contract for the Brown-Kimbrough Center for Arts, Innovation and Creativity (Project No. 161715)
- N.     **21-1596**          Approval of BAZ-2101 (Rezoning), DeGeyter Property, 0.59 acres, R-1 (Single-Family Residential), to R-2 (Single-Family Residential), one-quarter mile south of Washington Street (91st Street), one-quarter mile east of Elm Place (161st E. Avenue) at 317 W Atlanta Street
- O.     **22-139**           Approval of PT21-119, Preliminary/Conditional Final Plat, Griffith Addition, 0.84 acres, 1 lot, A-1 (Agricultural) to CN (Commercial Neighborhood) and PUD-322 (Planned Unit Development), located on the northeast corner of Main Street and Washington Street (91st Street)

- P. 22-138 Approval of PUD-331 (Planned Unit Development), Tommy’s Car Wash, 1.72 acres, approximately located one-eighth mile north of Kenosha Street (71st Street), one-quarter mile west of 23rd Street (County Line Road)
- Q. 22-129 Approval of PUD-332 (Planned Unit Development), Broken Arrow Student Events Center, 17.36 acres, A-1/SP-234 to PUD-332/A-1/SP-334, located on the southwest corner of Albany Street (61st Street) and 23rd Street (County Line Road/193rd E. Avenue)
- R. 22-128 Approval of SP-305, Eric and Rosa Harris, 0.08 acres, request for a Specific Use Permit for a Type 4 Short Term Rental, north of Houston Street (81st Street), one-eighth mile east of Elm Place (161st E. Avenue) at 609 S. Date Avenue
- S. 22-155 Approval of and authorization of Final Acceptance for the public improvements at Washington Lane VIII located at 96th and Lynn Lane
- T. 22-112 Approval of and authorization of Final Acceptance for the public improvements at Creek 51 Business Park located at Highway 51 and Creek Turnpike
- U. 22-116 Approval of and authorization of Final Acceptance for the public improvements at Tiger Hill Development located at 801 and 901 East Kenosha
- V. 22-162 Ratification of the Claims List Check Register Dated January 27, 2022

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

**7. Public Hearings, Appeals, Presentations, Recognitions, Awards - NONE**

**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. 22-170 Consideration, discussion and possible approval of and authorization to execute a Mutual Aid Agreement between the City of Broken Arrow and Independent School District No. 3 of Tulsa County Oklahoma Governing City Employees’ Participation in the School District’s Volunteer Staffing Program
- B. 22-115 Consideration, discussion, and possible approval of the nomination and appointment of Tommy Yardy to the Broken Arrow Convention and Visitors’ Bureau (CVB) Board with a term expiring September 30, 2023



- C. 22-146 Consideration, discussion, and possible approval of and authorization to execute Resolution No. 1445, a resolution of the City of Broken Arrow, Oklahoma (the “city”) approving the incurrence of indebtedness by the Broken Arrow Municipal Authority (the “authority”) entering into a term loan facility agreement with Closed Loop Fund, LP a Delaware limited partnership doing business as Closed Loop infrastructure fund to purchase project equipment for the purpose of improving the processing and recycling of solid waste materials all to prevent or reduce pollution and environmental deterioration and to reduce landfill disposal fees. Documents creating the authority are subject to the provisions of the indenture authorizing the issuance of said note; waiving competitive bidding with respect to the note containing other provisions relating thereto
  
- D. 22-140 Consideration, discussion, and possible approval of PUD-334 (Planned Unit Development) and BAZ-2102 (Rezoning), Timber Ridge Residential, approximately 122 acres, A-1 (Agricultural) to RS-4 (Single-Family Residential) and RD (Residential Duplex)/PUD-334, located south and west of the southwest corner of Albany Street (61st Street) and 37th Street (209th E. Avenue)
  
- E. 22-136 Consideration, discussion, and possible approval to award the lowest responsible bidder, R&L Construction, LLC, and approval of and authorization to execute a construction contract for Albany Street Widening Phase II from 23rd Street to 37th Street (ST2035)
  
- F. 22-137 Consideration, discussion, and possible approval to award the lowest responsible bidder, Diversified Civil Contractors, LLC, and approval of and authorization to execute a construction contract for New Orleans Sidewalk Improvements from Aspen to Elm (ST1941)
  
- G. 22-85 Consideration, discussion, and possible approval for the standard design of Wayfinding Signage in the Rose District (Project No. 2213050)
  
- H. 22-130 Consideration, discussion, and possible approval to award the lowest responsible bid to Cherokee Pride Construction Incorporated and approve and authorize execution of a construction contract for the Indian Springs Culvert Improvements (SW1911)

**10. Preview Ordinances - NONE**

**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 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 litigation known as City of Broken Arrow v. Nikel Investment v. Lamar Advertising Company, Tulsa County Case No. CJ-2017-1470, including potential authorization to vacate, modify, or otherwise render moot and/or without effect the September 9, 2019 Journal Entry of Judgment entered in City of Broken Arrow's favor, under 25 O.S. §307(B)(4).**

**2. A pending litigation known as Purple Moon Dispensary, Inc. and Salvador Avila, Tulsa County Case No. CV-2022-128, including potential authorization of the City Attorney's Office to settle or defend against the claims asserted against the City of Broken Arrow, under 25 O.S. §307(B)(4).**

**3. A pending litigation known as Merrill v. Jonathan Seagraves, Greg Fell, the City of Broken Arrow, and Broken Arrow Police Chief Brandon Berryhill, United States District Court for the Eastern District of Oklahoma Case No. 22-cv-0007-KEW, including potential authorization of the City Attorney's Office to settle or defend the claims asserted against the City of Broken Arrow, 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 claim/litigation and disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation or proceeding in the public interest. After the conclusion of the confidential portion of executive session, the Council will reconvene in open meeting, and the final decision, if any, will be put to a vote.**

**15. Adjournment**

**NOTICE:**

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

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

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

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



**MUTUAL AID AGREEMENT BETWEEN THE CITY OF BROKEN ARROW AND  
INDEPENDENT SCHOOL DISTRICT NO. 3 OF TULSA COUNTY OKLAHOMA  
GOVERNING CITY EMPLOYEES' PARTICIPATION IN THE SCHOOL DISTRICT'S  
VOLUNTEER STAFFING PROGRAM**

This Agreement is entered into between the City of Broken Arrow, a municipal corporation (hereinafter "City") and Independent School District No. 3 of Tulsa County (hereinafter "School District").

**RECITALS:**

**WHEREAS** the City and School District recognize that in-person instructional experience is critical to the high-quality teaching and learning the community expects from the Broken Arrow School District; and

**WHEREAS**, the District requested the City assist the District with its staffing needs in order to return to in person learning; and

**WHEREAS**, Title 11, Section 22-159-Municipal Support of Local Public Schools- explicitly authorizes the City of Broken Arrow to support any public school system located in whole or part within the corporate limits of the City of Broken Arrow, including without limitations through the expenditure of municipal revenue for the construction or improvement of public school facilities; and

**WHEREAS**, the Oklahoma Attorney General recognizes the general purpose of the Municipal Support of Local Public Schools statute is to allow municipalities the option to support public school systems located within a City's municipal boundary, including support by spending City funds to pay for teachers' salaries (*See* 2003 OK AG 6); and

**WHEREAS**, Independent School District No. 3 of Tulsa County, Oklahoma ("Broken Arrow School District") is wholly located within the corporate limits of the City of Broken Arrow and provides in person education to 19,598 students; and

**WHEREAS**, on January 18, 2022 the City Council of the City of Broken Arrow passed Resolution No. 1443 recognizing the staffing challenge in Broken Arrow schools, declaring the City's support for the continuation of in-person learning in Broken Arrow's School's and authorizing the City Manager to enter into this Mutual Aid Agreement.

**AGREEMENT:**

**1. PURPOSE**

The purpose of this Agreement is to formalize the cooperation between the City and School District in allowing City employees to participate in the School District's volunteer staffing plan during City employees regularly scheduled work schedule for the City of Broken Arrow in accordance with the City's Volunteer Policy, incorporated herein as "Exhibit 1". All City employees participating in the School District's volunteer staffing program, both in the qualifications to serve as a volunteer, as well as in the performance of their volunteer duties, (a) must comply with and

are subject to all state and federal laws and regulations, board policies, and practices applicable to the School District, (b) are subject to the control of the School District while volunteering, and (c) serve at the pleasure of the School District which can terminate their volunteer services at any time and for any reason.

## **2. DURATION**

This Agreement shall be effective as of February 1, 2022 and expires on June 30, 2022, unless extended in writing by the parties or terminated by either party.

## **3. EMPLOYMENT STATUS**

City of Broken Arrow's personnel participating in the School District's volunteer staffing program in accordance with the City's Volunteer Policy shall remain employees of Broken Arrow. Broken Arrow shall continue to provide salaries, insurance and other benefits to its personnel/employees in its regular manner while participating in the School District's volunteer staffing plan. No joint employment is created. No separate organization shall be created hereunder, nor shall any real or personal property be transferred between the parties, nor shall there be any joint financing, therefore no provisions for disposal of real or personal property upon termination of this Agreement is necessary.

## **4. PROPERTY**

The City and District shall pay their own expenses and assume the risk of damage to their own equipment, including injury to their own personnel, including damages or injury to third parties and/or property. Neither City nor the District shall demand or receive compensation from the other for the assistance provided.

## **5. LIABILITIES**

Liability for the conduct of City of Broken Arrow personnel participating in the School District volunteer staffing program in accordance with the City's Volunteer Policy shall remain the responsibility of the City. Liability for the conduct of the District's personnel shall remain the responsibility of the School District. The City shall provide its own liability insurance and worker's compensation insurance and retirement benefits and other accidental insurance coverage deemed appropriate to protect its respective personnel.

## **6. SETTLEMENT OF DISAGREEMENTS**

In the event of any disagreement(s) as to the administration of this Agreement, the City Manager of Broken Arrow and the Superintendent of Independent School District No. 3, on behalf of their respective jurisdictions and as administrators of this Agreement, shall resolve the disagreement(s).

## **7. AUTHORIZATION TO EXECUTE**

By executing this Agreement, the signors of this Agreement affirm that they are authorized by their respective Boards, Councils or Governing Bodies to execute the same and that they have, in



fact, obtained all necessary approvals and authorizations therefore to execute and enter into this Agreement for their respective Councils, Boards or Governing Bodies.

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

City of Broken Arrow

ISD No. 3 of Tulsa County, Oklahoma,  
Broken Arrow Public Schools

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
President of the School Board

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

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

Attest:

Attest:

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

\_\_\_\_\_  
Clerk of the Board of Education

Approved as to Form:

Approved as to Form:

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

\_\_\_\_\_  
Board of Education Attorney

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Broken Arrow City Council Ratified:

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

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

## EXHIBIT 1

### **Volunteer Policy**

The City of Broken Arrow employees have an opportunity to temporarily serve the community by volunteering at the Broken Arrow Public Schools. Volunteers are needed to serve as bus drivers, substitute teachers, food service assistants, ground crews, janitorial services, or in other capacities as needed by BAPS.

As a volunteer with Broken Arrow Public Schools, city employees must continue to adhere to the City of Broken Arrow's Handbook and Codes of Conduct while at the volunteer site. Directors will determine employee eligibility and scheduling of employees for volunteer assignments. This policy provides specific guidelines for employees interested in this volunteer opportunity.

### **Eligibility**

Employees may volunteer up to a maximum total of 10 hours per week, subject to supervisor approval.

All full-time non-bargaining and bargaining employees of the City are eligible to volunteer with the exceptions below:

- Bargaining Fire and Police may only volunteer when not scheduled to work for the City
- Employees below *meets expectations* in performance are not eligible to volunteer
- Employees on disciplinary administrative leave, or continuous FMLA, are not eligible to volunteer

Employees on light or limited duty *are* eligible to volunteer with supervisor approval

### **Requirements**

An employment application, background check, and for some positions, finger printing, administered by the school is required for all employees interested in volunteering.

Employees with a CDL and interested in bus driving will need to attend a one-half day training provided by the school.

Employees interested in being a substitute teacher will need to complete the substitute teacher application.

Employees interested in food service will need a food handlers permit, provided for by the school.

If the school requires volunteers to wear masks in line with COVID protocols, employees who choose to participate must comply. If employees do not wish to comply, they can elect not to participate.

### **Pay**

Employees will be paid their City wages for volunteering during their regularly scheduled work hours. Employees will also be paid their City wages for the following:

- Hours spent being trained or obtaining credentials for the specified volunteer position
- Participating in school led orientation and having their background check administered
- Travel time from work to the volunteer site and back (Travel time from home directly to the volunteer site will not be paid)
- Using their lunch hour to volunteer

Employees choosing to volunteer outside of their regularly scheduled work hours will not be paid for those hours.

Employees may not flex their volunteer time. For example, employees may not take time off for volunteering in exchange for being paid those volunteer hours. All volunteer time according to the procedures above will be paid.

### **Tracking Volunteer Hours**

Hourly and salaried employees will use a special pay code and project number to track the volunteer hours worked.

See screenshots attached for how to track hours.

### **Standard Procedures**

Employees must continue to adhere to the City's COVID guidelines, and reporting procedures while volunteering.

Employees must also immediately report any injuries incurred while at the volunteer site to their supervisor.