

AMENDMENT NO. 1

EFFLUENT CONTRACT FOR IRRIGATION

This Amendment No. 1 to the Effluent Contract for Irrigation is made and entered into this _____ day of _____, 2024, between the Broken Arrow Municipal Authority, hereinafter referred to as the "Supplier" and, Indian Springs Country Club, hereinafter referred to as the "User."

WITNESSETH:

WHEREAS, an Effluent Contract for Irrigation was executed on November 7, 2023 between Broken Arrow Municipal Authority and Indian Springs County Club; and

WHEREAS, the Authority is a public trust of which the City of Broken Arrow (hereinafter "Supplier") is its sole beneficiary; and

WHEREAS, the Supplier owns, maintains, and operates a wastewater treatment facility and the facility produces a treated effluent which is non-potable water that is of a quality suitable for irrigation purposes; and

WHEREAS, such treated effluent is a resource which can be safely used for irrigation purposes; and

WHEREAS, the User desires to reuse this reclaimed water for irrigation and related purposes as a means of effluent disposal; and

WHEREAS, User owns and controls the land upon which effluent from the Supplier can be beneficially used for irrigation purpose; and

WHEREAS, the close proximity of the User to the Supplier's wastewater treatment plant makes utilization of these reclaimed waters feasible; and

WHEREAS, User has constructed the lines and has installed the required materials and equipment from its land to the wastewater treatment plant; and

WHEREAS, the Supplier owns and controls the land from the User's land to the wastewater treatment plant and has granted the User an access easement for construction, installation and maintenance of the required lines, materials and equipment; and

WHEREAS, User desires to utilize the effluent from the Supplier pursuant to the terms and conditions set forth herein;

WHEREAS, the use of the effluent falls within the City's green plan, is a good use of resource and coupled with the consideration contained is therefore in accordance with the health, safety and welfare of the citizens of Broken Arrow.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the User and Supplier do hereby agree as follows:

1. Temporary Potable Water Supply Considerations – Summer 2024

It is understood that due to impacts resulting from the Suppliers construction activities at the Lynn Lane Wastewater Treatment facility, the current effluent water supply has been impacted. Due to this impact, the Supplier shall provide, under the same established consideration to the User, potable water from the existing 4-inch irrigation meter located at the User's irrigation pump station. The use of this water shall be coordinated with the Suppliers Utilities Department staff during usage. The usage of this potable water connection shall be utilized under these considerations until the Supplier provides re-establishment of the effluent water supply as allocated by this agreement. Limits of usage of the potable water supply shall be as defined within the executed agreement. Normal billing operations of the metered 4" potable water system shall commence after resolution of the effluent supply impacts.

2. New Indian Springs Effluent Supply Pump and Controls

(a) Background

It is understood that due to impacts resulting from the Suppliers construction activities at the Lynn Lane Wastewater Treatment facility, the existing effluent pump installed at the plant required either significant modifications or replacement to operate as intended. It was determined that the relocation of the existing vertical turbine pump from its original location to the new effluent chambers created a difference in elevation too great for the existing pump to operate.

As such, an evaluation was conducted by the Suppliers internal staff and project engineering staff to how the existing pump can be modified to fit the new operational conditions. Through this evaluation, it was determined that the vertical turbine pump body could be extended to get to an appropriate operating elevation in the channel. This option was determined to be \$32,475.92 as priced out by the Suppliers contractor associated with the project. The identified concerns within this approach, were that due to the age of the existing pump (Roughly 1940's) the costs could significantly increase due to unforeseen repairs needed during the modification to the pump. Additionally, there is a potential for the inability to implement the proposed modifications once disassembled.

Moreover, the Suppliers internal staff and project engineering staff evaluated a full replacement option for the existing pump. This option was evaluated as a like kind replacement utilizing the new operating location and the current requirements set forth within this agreement and the Users piping system. This option resulted in a total cost as follows:

- New Vertical Turbine Pump Procured and Installed: \$62,011.84
- Installation of User Provided Pump Control Panel: \$4,729.53

Finally, after extensive evaluation of the options by both Supplier and User, it was determined that the installation of a full replacement of the existing pump system with a new vertical turbine pump & installation of the user provided control panel was the best solution for the situation.

(b) Scope of Work to be Implemented

It is understood that through this agreement that the following scope of work shall be implemented by the Supplier:

- A new vertical turbine pump shall be procured and installed such to meet the current supply requirements noted within the 2023 executed effluent contract for irrigation. The new pump shall also be designed such to match the existing infrastructure in place to properly convey the plant effluent to the User.
- The existing vertical turbine pump shall be removed from the plant effluent channel. The salvaging of components shall be at the Users preference and the Supplier shall coordinate delivery of said components to User.
- The existing control panel at the new effluent channel shall be demolished and the User provided control panel shall be installed and startup of both the panel and new pump shall be provided.
- The Supplier scope of work shall be completed and in earnest by November 1, 2024, unless otherwise agreed upon by both parties.

Furthermore, through this agreement, the User shall retain full ownership, operational control, and maintenance of newly installed effluent pump and controls. All of the original terms and conditions as executed are not modified via this amendment as it relates to ownership and operation of the system.

(c) Consideration for Scope of Work Implemented

In consideration of the execution of the stated scope of work and terms, the Supplier shall contribute to the total cost of the replacement equal to the value noted in the option to modify the existing pump to the new effluent channel conditions, (\$32,475.92). Additionally, in consideration of installation of the new vertical turbine pump and controls, the User agrees fully bear the remaining costs associated with the above noted scope of work, (\$34,265.45).

(d) Terms of the Agreement

As defined within section (c) of this amendment, the Supplier agrees to fully execute the identified obligations through its current construction contract for the UV Disinfection Improvements project with Crossland Heavy Construction. The Supplier agrees to fully pay for the work identified through this amendment to meet its contribution obligations. The User agrees to fully reimburse the Supplier, after full implementation of the scope of work, its remaining obligation identified within the noted consideration as defined below:

- The User shall be billed an equally distributed billing of the total obligation of (\$34,265.45) through monthly billings by the Suppliers billing department. The total reimbursement period shall be defined as the remaining duration of the current executed Effluent Contract for Irrigation.
- Billing for said reimbursement shall be implemented after full execution of this agreement, with a starting date in September 2024.
- It is understood that the User can reimburse the Supplier in full at any point during the reimbursement period.

SIGNATURES ON THE NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date above written.

Approved as to Form:

Broken Arrow Municipal Authority

D. Graham Parker

Assistant City Attorney

Chairperson

Attested:

Secretary (Seal)

Indian Springs Country Club

By: *ESPK*

SUBSCRIBED and sworn to before me this 1st day of August, 2024, by
Emma Schlaiz of Indian Springs Country Club.

Emma Schlaiz
Notary Public

(Notary Seal)

