

AMENDMENT NO. 1 TO CONTRACT 28839

**WATER SUPPLY AGREEMENT
FOR PERMANENT SERVICE AMONG
BROKEN ARROW MUNICIPAL AUTHORITY,
CITY OF BROKEN ARROW, OKLAHOMA
AND
TULSA METROPOLITAN UTILITY AUTHORITY
AND CITY OF TULSA, OKLAHOMA**

THIS **AMENDMENT NO. 1 TO WATER SUPPLY AGREEMENT FOR PERMANENT SERVICE**, ("**Amendment**") is entered into this _____ day of _____, 2017, by and among the **Broken Arrow Municipal Authority ("BAMA")**, a public trust and ratified by the **City of Broken Arrow, Oklahoma, a municipal corporation ("Broken Arrow")**; **TULSA METROPOLITAN UTILITY AUTHORITY**, an Oklahoma public trust ("**TMUA**") and **CITY OF TULSA, OKLAHOMA**, a municipal corporation ("**City of Tulsa**").

WHEREAS, the parties hereto entered into Contract No. 28839, dated January 26, 2011 ("**Agreement**"), whereby TMUA and City of Tulsa have agreed to furnish and sell water to BAMA pursuant to the terms of the Agreement; and

WHEREAS, the parties agree that the Agreement should be amended as hereafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein set forth, the Agreement is hereby amended as follows:

1. **ARTICLE I. SERVICE**, Paragraph 1 is amended to read as follows:

1. TMUA will, subject to the terms and provisions of this Agreement, sell to BAMA and deliver to BAMA at delivery point or points, defined as follows:

One master meter located at East 41st Street South and South 161st Street East Avenue; and

A master meter consisting of three (3) 10-inch meters to be located at the southwest corner of East 61st Street and South 129th East Avenue

and at other delivery points hereafter requested by BAMA and approved by TMUA, such volume of water as BAMA shall require, up to but not in excess of BAMA's Maximum Agreement Demand (as that term is hereinafter defined), and TMUA's obligation to deliver shall be complete upon delivery of such water to BAMA's delivery point or points as defined herein.

2. The language of **ARTICLE II, AGREEMENT DEMAND**, Paragraph 1 contemplates that Exhibit A to the Agreement shall be reviewed annually and amended if assumptions or projections change. Therefore, the attached Exhibit A shall replace the original Exhibit A referenced and incorporated into the original Agreement.

All other terms and conditions of the Agreement shall remain in full force and effect as if fully set forth herein.

IN WITNESS HEREOF, the parties have executed this Agreement, effective on the date as written above.

BROKEN ARROW MUNICIPAL AUTHORITY
An Oklahoma Public Trust

Chair

Date

ATTEST:

Secretary

APPROVED AS TO FORM:

BAMA's Attorney

CITY OF BROKEN ARROW, OKLAHOMA,
An Oklahoma Municipal Corporation

Mayor

Date

ATTEST:

City Clerk

APPROVED AS TO FORM:

Broken Arrow City Attorney

**THE TULSA METROPOLITAN UTILITY AUTHORITY,
An Oklahoma Public Trust**

Chair

Date

ATTEST:

Secretary

APPROVED:

TMUA Attorney

**CITY OF TULSA, OKLAHOMA
An Oklahoma Municipal Corporation**

G. T. Bynum, Mayor

Date

ATTEST:

Tulsa City Clerk

APPROVED:

Tulsa Assistant City Attorney

Approval Recommended by:

Director, Water and Sewer Department,
City of Tulsa

City Engineer, City of Tulsa

EXHIBIT A

SCHEDULE OF USE

BAMA PUBLIC WORKS AUTHORITY

<i>YEAR</i>	<i>AVERAGE DAILY USE (million gallons per day)</i>	<i>MAXIMUM DAILY USE (million gallons per day)</i>
2013	12.0	20.0
2014	5.0	20.0
2018	1.0	5.0
2020	1.0	5.0
2025	1.0	5.0
2030	1.0	5.0
2035	1.0	5.0
2040	1.0	5.0
2045	1.0	5.0
2050	1.0	5.0
2053	1.0	5.0