

**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**

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Chair

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Date

ATTEST:

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Secretary

APPROVED AS TO FORM:

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BAMA's Attorney

**CITY OF BROKEN ARROW, OKLAHOMA,**  
**An Oklahoma Municipal Corporation**

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Mayor

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Date

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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Broken Arrow City Attorney

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

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Chair

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Date

ATTEST:

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Secretary

APPROVED:

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TMUA Attorney

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

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G. T. Bynum, Mayor

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Date

ATTEST:

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Tulsa City Clerk

APPROVED:

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Tulsa Assistant City Attorney

Approval Recommended by:

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Director, Water and Sewer Department,  
City of Tulsa

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City Engineer, City of Tulsa

**EXHIBIT A**  
**SCHEDULE OF USE**  
**BAMA PUBLIC WORKS AUTHORITY**

YEAR	AVERAGE DAILY USE (million gallons per day)	MAXIMUM DAILY USE (million gallons per day)
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