

**City of Broken Arrow**  
**Meeting Agenda**  
**Broken Arrow Municipal Authority**

City of Broken Arrow  
Council Chambers  
220 S 1st Street  
Broken Arrow OK  
74012

*Chairperson Craig Thurmond*  
*Vice Chair Richard Carter*  
*Trustee Mike Lester*  
*Trustee Johnnie Parks*  
*Trustee Scott Eudey*

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**Tuesday, October 18, 2016**

**Council Chambers**

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**TIME: Immediately following the City Council Meeting which begins at 6:30 p.m.**

**1. Call to Order**

**2. Roll Call**

**3. Consideration of Consent Agenda**

- A.     [16-1216](#)     Approval of the Special Joint City Council and Broken Arrow Municipal Authority Meeting Minutes of September 27, 2016

**Sponsors:** Broken Arrow City Council

**Attachments:**   [09-27-16 Council BAMA Special Joint Meeting Minutes](#)

- B.     [16-964](#)     Approval of Broken Arrow Municipal Authority Meeting Minutes of October 4, 2016

**Sponsors:** Broken Arrow City Council

**Attachments:**   [10-04-16 BAMA Minutes](#)

- C.     [16-1252](#)     Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of September 2016

**Attachments:**   [September water usage report](#)

- D.     [16-1255](#)     Approval of bids received, award of the lowest responsible bid to Vance Motors and approval of and authorization to purchase one (1) ½ ton extended cab pickup truck, pursuant to the Oklahoma statewide vehicle contract, for the General Services Department

**Attachments:**   [2016 SW 035 Half Ton Ext cab 4wd pickup bid tab](#)

- E.     [16-838](#)     Approval of the Broken Arrow Municipal Authority Claims List for October 18, 2016

**Attachments:**   [10-18-16 BAMA CL](#)

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

## 5. Public Hearings, Appeals, Presentations, Recognitions, Awards

- A. [16-1259](#) Presentation, discussion, and possible action on a Variance Request from the Stormwater Management Ordinance Section 25-313(6) for the Countyline Crossings development from Walmart Real Estate Business Trust, for property located in the area of Dearborn Street and North 23rd Street

**Sponsors:** Broken Arrow City Council

**Attachments:** [161005 Variance Request Letter](#)  
[FINAL PLAT NO.2.COUNTY LINE CROSSINGS.OCTOBER 5 2016](#)  
[Sept 30 2016 Spunky Creek Floodplain at Countyline Crossings \(002\)](#)  
[Countyline Crossings amended plat letter](#)

## 6. General Authority Business

- A. [16-1264](#) Consideration, discussion, and possible approval of and authorization to execute an agreement between the Broken Arrow Municipal Authority (BAMA) and the Covanta Tulsa Renewable Energy, LLC (Covanta) for the disposal of residential refuse and energy recovery at the Covanta Energy from Waste Plant

**Attachments:** [covanta contract partial sign](#)  
[covanta Sanitation letter 10-11-16-FINAL 003](#)  
[Covanta letter to City of Tulsa CPI Index Confirmation 2016 - 2017](#)  
[Stats for covanta WM comparison](#)

- B. [16-1265](#) Consideration, discussion, and possible approval of and authorization to execute an agreement between The Broken Arrow Municipal Authority (BAMA) and Waste Management for the disposal of refuse

**Attachments:** [waste\\_mgt contract unsigned](#)

- C. [16-1239](#) Consideration, discussion, and possible approval to reschedule the November 15, 2016, Broken Arrow Municipal Authority meeting from Tuesday, November 15, 2016, to Monday, November 7, 2016, due to Authority members attending the National League of Cities Annual Conference in Pittsburgh, Pennsylvania

- D. [16-1244](#) Consideration, discussion, and possible approval of the 2017 Calendar Year Schedule of Regular Meetings for the Broken Arrow Municipal Authority

**Sponsors:** Broken Arrow City Council

**Attachments:** [2017 BAMA Annual Regular Meeting Calendar](#)

## 7. Executive Session -- NONE

## 8. Adjournment

NOTICE:

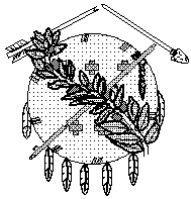
If you wish to speak at this evening's meeting, please fill out a "Request to Speak" form. The forms are available from the City Clerk's table or at the entrance door. Please turn in your form prior to the start of the meeting. Topics are limited to items on the currently posted agenda, or relevant business.

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.

POSTED this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.

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



# City of Broken Arrow

## Fact Sheet

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**File #: 16-1216, Version: 1**

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**Broken Arrow City Council  
Meeting of: 10-18-2016**

**To:** Mayor and City Council

**From:** Office of the City Clerk

**Title:** Approval of the Special Joint City Council and Broken Arrow Municipal Authority  
Meeting Minutes of September 27, 2016

**Background:** Minutes recorded for the City Council meeting.

**Cost:** None

**Prepared By:** Lisa Blackford, City Clerk

**Reviewed By:** Russell Gale, Assistant City Manager- Administration

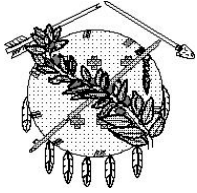
Beth Anne Wilkening, City Attorney

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** Special Joint City Council and Broken Arrow Municipal Authority Meeting Minutes of  
September 27, 2016

**Recommendation:** Approve meeting minutes for the Special Joint City Council and Broken Arrow  
Municipal Authority Meeting of September 27, 2016





**City of Broken Arrow**  
**Minutes**  
**Broken Arrow City Council**  
**and**  
**Broken Arrow Municipal Authority**  
**Special Joint Meeting**

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

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Tuesday, September 27, 2016

Time 5:00 p.m.

Public Safety Complex  
1101 North 6<sup>th</sup> Street  
Broken Arrow, OK 74012

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***Special Joint Meeting of the  
Broken Arrow City Council and Broken Arrow Municipal Authority***

**1. Call to Order Broken Arrow City Council**

Mayor Craig Thurmond called the City Council meeting to order at approximately 5:00 p.m.

**2. Call to Order Broken Arrow Municipal Authority**

Chair Craig Thurmond called the Municipal Authority meeting to order at approximately 5:00 p.m.

**3. Roll Call for Broken Arrow City Council**

**Present: 5 -** Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

**Roll Call for Broken Arrow Municipal Authority**

**Present: 5 -** Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

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

Mayor/Chair Thurmond led the Pledge of Allegiance to the Flag.

**5. Consideration of Consent Agenda**

**A. 16-1184**

**Consideration, discussion, and possible approval of granting Air Evac Lifeteam to land and take off a helicopter at the Broken Arrow Police and Fire Training Facility for training purposes on October 6th through 8th, 2016**

Mayor/Chair Thurmond asked if there were any items to be removed from the Consent Agenda. There being none, he asked for a motion.

MOTION: A motion was made by Mike Lester, seconded by Scott Eudey.

**Move to approve the Consent Agenda**

The motion carried by the following vote:

**Aye: 5 -** Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

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

There were no items removed from the Consent Agenda. No action was required or taken.

**7. General Council and Authority Business**

**A. 16-1187**

**Presentation, review, discussion, consideration and possible action on the rate study analysis for the water, wastewater and stormwater public utilities and corresponding utility rate increases**

Before the presentations, City Manager Michael Spurgeon asked the various staff Directors, Utility Department Directors, and Supervisors in attendance to identify themselves by stating their name and title.

Mr. Spurgeon thanked the Council for coming together to meet for the work session, stating that the overall purpose of the meeting was for members of the governing body, in their capacities as both City Council members and Municipal Authority members, to review BAMA's setting of rates. He asked for the Council's consideration in reviewing the consultant's presentation with regard to the City's operational capital needs. As Council/Authority members knew, the operation of the capital improvements to deliver services and the fruits of capital projects was built around a rate model. The rate model determined the amount charged for water, sewer and stormwater. Following the presentation, Mr. Spurgeon would be soliciting the Council's/Authority's input; specifically, their thoughts and suggestions for the Administration with the overall goal of amending the Manual of Fees at a forthcoming meeting. Black & Veatch's report was multi-year rate model spanning five years that had been created for the Council's

examination. To begin, Assistant City Manager of Operations Ken Schwab would give a brief PowerPoint presentation on each of the projects currently on the Capital Improvements schedule, with particular attention to their priorities. They would be able to see that the number of projects the City could undertake was dependent upon the proposed rates. Then, Anna White of Black & Veatch would go through the rate model that was formulated in detail, based upon the information given by the Finance Department on the current cost of operations and cost of the proposed projects.

Mr. Schwab said he was there to give some background and overview and Director of Utilities Anthony Daniel would follow, touching on a few items. At the close of the meeting, he would return to give a summation.

Mr. Schwab related that the purpose of the rate study was to determine actual costs of services delivered, define the Capital Improvements Program (CIP), and develop a rate structure to secure sufficient revenue. They had to determine what it cost for the City to deliver water and collect sewer from an operational and maintenance standpoint. By definition, a Capital Improvements project encompassed design, construction, right-of-way acquisition, inspection, and equipment. With regard to the scope of the rate study, Black & Veatch had worked with Finance, Utilities, Streets and Stormwater, and Engineering/Construction over a two-year period, to determine the costs associated with operation and maintenance. Also relating to the study's scope, they had updated their Capital Improvements Program, with Engineering working in conjunction with Utilities, in large part, and Streets and Stormwater contributing as well, to gauge which projects were critical, which were essential, and which were considered beneficial. Mr. Schwab recalled that the Council/Authority had received a basic CIP on all their projects in their packet, the Friday before. In all, 99 projects were listed: 32 water, 36 wastewater, and 31 stormwater. Identified as in the category of critical was the aging County Line sanitary sewer trunk line that collapsed in April 2016. Some features at the plants were critical also. A project defined as essential was one that needed attention before it became critical. A beneficial project was defined as one that improved efficiency or effectiveness of operations, which, if neglected, would cost them money over time.

Mr. Daniel gave some background with regard to rates citing milestones from May 2013 to the present regarding the Black & Veatch finding & the selection of the final being the presentation of Black & Veatch's updated study that evening.

Mr. Schwab returned to give some historical background on the CIP. With reference to the current structure, he recalled that he was hired in February and was immediately directed by the City Manager to look at the five-year CIP, which they decided, upon examination, to expand to a seven-year CIP, comprised of the five-year CIP plus a two-year planning period. In July they forwarded the CIP values they formulated to Black & Veatch, which in turn, incorporated them into their study.

Mr. Daniel announced that they were proposing to add 34 new staff positions, as part of the rate study and overall projections. The hiring would be spread out over five to seven years, as funding permitted. He gave the breakdown of the positions: ten dedicated to water, eight to wastewater, ten to stormwater, and six positions split between Utilities and Engineering/Construction.

With respect to the overall CIP budget, Mr. Schwab showed a bar chart of the projected utility improvements capital budget outlay, beginning with the record of projects done during the past fiscal year, and covering the present fiscal year 2017, projections for the years 2018 to 2021 in the five-year CIP and finally, the two-year planning period in 2022 and 2023. The budget covered system improvements divided between water, wastewater and stormwater. The five-year total (2017 to 2021) was \$137,574,500, which was the number contained in Ms. White's rate structure, design and analysis. Each year, staff would go back an update it as they moved forward, continuing to do a rolling seven-year planning horizon. Turning to a second bar chart on the seven-year CIP, he stated he that expected projections for 2022 and 2023 to go up, but at present, for 2017, they were looking at a total CIP of just under \$40 million. Typically, he had found from experience that planning figures started out high, and then as they started moving along and time went on, projects dropped and were picked up again, at the end of the period. They had discussed trying, potentially, to balance the load a bit, but regardless, within the five-year CIP window of 2017 through 2021, they were still looking at roughly \$138 million.

Mr. Schwab outlined the water system CIP budget and projects, broken down into a water system summary of four components that included water plant improvements, water master connection improvements, water distribution system improvements, and water storage system improvements. The five- and seven-year projected cost for each of the four was delineated. He specified that there were, technically, three connections, their having built the last one and rendered it operational that very year, 2016. The funding for the new connection was budgeted in the program since, as they had projected, it carried over. There was also a third, future connection, that they might wish to turn into a pump station where the second one was, so as to double the capacity taken from the Tulsa connection. With regard to the plant, they would have to address and incur the cost of an unforeseen problem with the plate settlers that resulted in an undesirable change in water quality, once summer temperatures reached a certain high. The problem resulted in a decrease in water production. The OOWA line project was at an impasse and they had contracted HDR, Inc. to analyze what the City could do with it and some options were forthcoming. Mr. Schwab

reported also, that a lot of distribution issues had to do with the Old Town Line. With reference to distribution, they needed to maintain the tanks at a higher level. A photo of a pipe taken out of Old Town was also shown as an illustration of other distribution issues the City faced, including its remaining cast iron pipes. The cast iron pipe was so blocked and encrusted that very little water could flow through. It was particularly relevant with regard to Old Town as they were beginning to grow and construct an overlay district. All told, the five-year CIP water system budget was close to \$26.2 million.

Mr. Schwab reported that on the wastewater side, Haikey Creek and Lynn Lane improvements figured heavily with regard to the system CIP budget. The latter was jointly owned with Tulsa, however, Broken Arrow owned the basin itself, as well as all the collection system flowing down to the Haikey Creek lift station. He explained that once at the lift station, it was jointly owned. The five- and seven-year projected costs for the Haikey Creek plant were displayed as identical, at upwards of \$49.6 million, since they hadn't gotten the numbers from Tulsa yet and couldn't provide an adequate update. Together with the basin lift station improvements, they were looking at an expense of roughly \$53 million to \$54 million. The Lynn Lane plant and basin improvements were projected to cost just under \$20 million and over \$28.5 million, respectively, for a total of just over \$100 million for the five-year CIP.

Mr. Schwab stated that the stormwater CIP budget in a five-year window would be over \$9.5 million. Stormwater improvements were handled by way of General Obligation (GO) Bonds and there were four main wastewater system components. The budget for conveyance system improvements was just short of \$5 million, with detention facility improvements projected at nearly \$3.6 million, dam facility improvements at just shy of 325,000, and master drainage plan projects projected at \$750,000.

Mr. Spurgeon asked if there were any questions about the projects. There were none. He asked Mr. Schwab whether there were any projects which Council members could consider unnecessary or whether they were all projects that needed to be done over the course of the next five to seven years to rebuild, maintain, and make adjustments for growth. Mr. Schwab reiterated that the projects fell under the three categories of critical, essential, and beneficial. Critical and essential projects were absolutely necessary, whereas with regard to beneficial projects, it was a matter of choosing to spend in order to save in the future and avoid losing benefits down the road. Councilor/Trustee Lester asked if the upgrade of the Lynn Lane sewer plant would entail more or fewer personnel. Mr. Schwab replied that he did not think the upgrade required personnel, but additional staff had been put in place to manage their current operations. Councilor/Trustee Parks observed that Mr. Schwab had said that some projects were under a bond issue, inquiring if they were bonds the City had already sold, or bonds that hadn't passed yet. Mr. Schwab answered that it was a matter of both, elaborating that the only projects in the CIP subject to current GO Bond funding were stormwater ones. Spurgeon asked Mr. Schwab to touch on their responsibilities under the Regional Metropolitan Utility Authority (RMUA), in connection with Haikey Creek and its status. Specifically, he requested an update and clarification on when the City might be in need of funds to meet its obligation. Mr. Spurgeon explained that concerning RMUA, the \$54 million represented a jointly funded venture with the Tulsa Metropolitan Utility Authority (TMUA). The program had been mapped out and there were some funds left from a previous loan, however, they were still short regarding funding. He recalled that at the last City Council meeting they considered a resolution, and they were in the process of seeking the funds. Mr. Schwab pointed out that once the current loan request went through and funds became available, they would have about \$13 million, minus what they had already spent. In reply to a question by Councilor/Trustee Lester, he specified that the total cost of the Haikey Creek rehabilitation was about \$70 million. In reply to an inquiry by Councilor/Trustee Eudey, Mr. Schwab stated that a few of the authorized projects had been secured by loans and were in the design stage. The only one that had gone through the construction stage was the \$800,000 Tulsa Connection, paid for already by BAMA, but they still needed the rates to be established in order to cover the debt service when it came. Referring back to Councilor/Trustee Parks' query about the status of bond issues, Mr. Spurgeon recalled that he had mentioned a couple of different options to pay for capital improvements, a month or two prior. Obviously, as they were speaking of utilities, the rate-paying customers could shoulder the entire load. Another option, not taken up by the City in a few decades, was to ask the voters to consider the traditional bond obligation projects for water and wastewater improvements. One of the models they would see did include in 2018 and 2020, respectively, a request to voters to consider some level of GO Bond funding, in addition to the traditional GO Bond proposals the City requested with respect to streets, parks, public safety, facilities, and so on. There was a model that put the additional cost of all CIP projects on the rate-payers. He went on to say that if Council chose to take a portion of what was needed for CIP and move to have the voters consider it, then he thought that they should have a discussion, at some point, on how they could proceed to do that, making sure that they had a public education strategy to help voters understand the need and showing them the comparison of what the City would be asking them to fund ad valorem vs. what the cost would be through straight rate paying. They could approach the citizens, informing them of the projects needing attention, and could find out which project(s) they would be willing to support. The ones approved by resident's ad valorem would roll off, i.e. they were not permanent. Secondly, it was in conjunction

with property taxes, so there would be a tax savings for them. He believed that through property taxes the portion might be cheaper, though he was concerned that should they ask for \$75 million to \$80 million worth of bond propositions in the next round starting that fall, they would be looking at something much higher. Councilor/Trustee Eudey asked what was meant by “much higher.” Mr. Spurgeon said that one scenario included about \$39 million worth of General Bond obligations for voters to consider and hypothetically, if Council approved of going to the voters for \$80 million for streets, and so on, over a five-year period, they would be looking at a \$100 million to \$110 million bond proposition. He added that the school district had, for several hundred million dollars in the last couple of years, and if they decided that’s what they wanted to do, they would need to launch an aggressive public education campaign to point out the difference between their taking the GO Bond approach, which overall, was more cost effective, and their shouldering the cost by way of utility rates. They would have to come up with a plan that they could go out and sell to the public. Black & Veatch’s representative would be presenting the straight story on where they were operationally, where they would be in adding the additional debt service to existing rates, what it would do to their rates, and what would be needed. As Ms. White spoke, he asked that the Council/Authority focus on the fact that, as a City and as utility, they had to have a reserve fund and could not afford to put themselves in a position where they didn’t have \$200,000 for an emergency fix of a trunk sewer failure, as they were forced to do earlier in the year. If they did not have a reserve fund for the Utilities Department, they would have to take the money out of the General Fund and that was not good public policy. They would see that the model was designed to ensure that over time, they would begin to rebuild reserve funds in order to handle unforeseen or catastrophic occurrences, while making sure that they had adequate funds for everyday operations. He indicated that with the volume of demands being placed on department heads and staff, it was becoming increasingly difficult to continue to meet the needs of customers at their present level of personnel. For that reason, they were being asked to consider adding, over a five-year period, a total of 32 to 34 new positions with no specific immediate positions be mentioned. Mr. Spurgeon also noted the side conversation he had with our newest council member/trustee Councilman/Trustee Eudey just to get him up to speed on where we were at 2 years ago versus today. He concluded by saying that he was confident in the data compiled and analyzed by Black & Veatch.

Ms. White explained that the PowerPoint presentation that she had prepared was going to walk them through the projected revenue requirements for the three utilities of water, wastewater and stormwater, for the next five years. Following that, she would present the resulting revenue adjustments, rate schedules, and typical utility bills. She would begin, however, with a description of the results, as seen on page 31 (the first three slides), by showing typical residential bills for water, wastewater, and stormwater at their proposed rates for 2017. As Mr. Spurgeon mentioned, they were looking at three financing options and three proposed rates corresponding to three different scenarios. She compared two households, one with low water usage and one with typical usage for a family of four. The communities reflected in the comparison tables were the same communities identified by Black & Veatch when they did their 2013 rate study. The communities were either in close proximity to Broken Arrow or were similar in size to Broken Arrow.

Ms. White wanted the Council/Authority to keep in mind that the rate schedules that they would view at the end of the presentation resulted in a typical bill, in the case shown, of 3,000 gallons of water per month, equal to or less than the average of the median for the other 20 communities. A more typical Broken Arrow user was using about 7,000 gallons of water per month, she pointed out. She brought up a slide (page 32 of the study) showing typical residential bills for stormwater. Not quite as many communities were reflected because not all communities had a stormwater user fee, but the rate illustrated represented the charge for one Equivalent Stormwater Unit (ESU). She explained that every residential parcel in the City of Broken Arrow was charged 1 ESU per month and the existing rate was \$5.01. They set an objective of raising the stormwater user fee in fiscal year 2017 to the same rate as Tulsa’s. The Council/Authority would see that significant increases were necessary for stormwater. Black & Veatch realized they needed to cap it at a certain point so they decided that if they set it as equal to Tulsa’s rate, they would not be the highest, but it gave them a way to make sure that Broken Arrow would remain competitive with the nearest largest city in terms of attracting business.

Ms. White skipped back to the beginning of her presentation, recalling that Black & Veatch’s contract was extended so that they could perform an updated rate study from the one they presented in 2013. Their objective was threefold: development of long-range financial plans that would provide financial stability for BAMA; creation of a cost of service analysis that would result in fair and equitable cost allocation; development of rate structures that would recover the full cost from BAMA. The purpose of a cost of service rate study was to match the cost of providing service to an individual customer class and then design rates to recover costs, in a manner that the cost of service indicated. There were three basic steps that they followed in conducting such a study. They were seeking, in effect, the answer to three questions. The first question was how much money was

needed? Also termed the revenue requirement, step one's goal was to determine how much revenue BAMA was currently bringing in for the three utilities, how much revenue the Utilities Department needed, in fact, to bring in, and how they could close the gap between those two figures. The aim of the second step was to determine from whom they should collect the money once they knew how much money was needed: Should they collect from residential customers, commercial customers, investor-class customers, customers inside the City, customers outside the City? Also, how should they allocate costs to each customer class? In making the decision they had to take into account the different ways in which customers used the system and the demands placed on the system by each class. The end result of their analysis was a fair and equitable allocation of the cost, appropriate to each class of customer. The third step focused on rate design, indicating how services should be priced. Ms. White concluded her description of their methodology, stating that Black & Veatch followed a very specific, detailed process, in accordance with two manuals that guided the industry. One manual was the American Water Works Association's "Principles of Water Rates, Fees and Charges," and the other the Water Environment Federation's "Financing and Charges for Wastewater Systems."

Ms. White stated that the bulk of her presentation would concentrate on aspects relating to financial planning. In determining revenue requirements, they had to project revenue under existing rates, and in order to do that they needed to look at the units of service, the number of customers for water and wastewater, the projected usage, projected contributed wastewater flow, and the ESUs in the case of stormwater. They examined what the units had been over the last five years, how they increased or decreased, and connected with City staff and management on what they saw going forward, especially with regard to new housing developments being constructed and new industrial or commercial development that would increase the number of customers and impact the system. Ms. White reported that historically, there had been little or minimal growth in terms of the customer base, but they had seen some growth in the categories of single and multi-family residential, as well as commercial properties. The result, with reference to water and wastewater, was about a 0.5% increase per year for the three classes of customer. There was also a little growth with regard to residential stormwater ESUs, so that a 1% annual growth was projected. Ms. White went on to report that, as with utilities nationwide in large part, water usage in Broken Arrow had been declining over the past years. Therefore, they were making no growth projection in terms of water usage and contributed wastewater flow. Examining revenue under existing rates, it was evident that the only increase was due to the very small increase in customer base.

Ms. White stated that once projected, the units were applied to the existing rate schedule, giving the revenue or existing rates. The next step was to look at the revenue requirements, which they broke down into operating costs and capital costs. Operating costs consisted of operation and maintenance expenses. The 2017 budget was the basis for their projection and they factored in inflation starting in 2018. She noted that the inflation factor ranged between 2% to 5%. Also, they included a 7% annual increase for the rate charged by TMUA for purchased water, judging from the average of past increases over a four or five-year period (that purchased water making up only 8% of the water budget). Black & Veatch also added the 34 new positions that Mr. Schwab referred to earlier in the meeting, phasing them in over the 5-year study period. The total cost of salaries and benefits, from the perspective of 2017 dollars, was \$2.2 million, allocated at approximately 41% to water, 25% to wastewater, and 34% to stormwater.

Ms. White turned their attention to capital and specifically, how they would fund the capital program Mr. Schwab had presented earlier. Three scenarios were created for the Council's/Authority's consideration, all three including the use of GO Bond funding in some shape or form. In Scenario 1 they were assuming that there would be GO Bond funding available for wastewater and stormwater projects in FY 2018, and then again, in FY 2020. The two fiscal years could be combined into one issue in FY 2018, but they wished to show that should there be two issues, about two years apart would be appropriate. In Scenario 2 they assumed that the City would have GO Bonds for wastewater and stormwater, but the first issue would not be available until FY 2020. Scenario 3 was created under the assumption that they would not have any GO Bond funding for wastewater, but only for stormwater. They assumed that there would be a citywide GO Bond issue in FY 2019 and that stormwater would be included. Ms. White spoke more in depth on the three scenarios of GO Bond funding of CIP projects, as illustrated in her PowerPoint presentation. She pointed out that Black & Veatch identified projects to be funded by GO Bonds as those associated with the Lynn Lane plant and basin, being that GO Bond funding had to be matched with a particular project following an exact project schedule. On the other hand, projects associated with Haikey Creek were constantly shifting, making it difficult to fund them through an instrument like a GO Bond. They assumed, therefore, that all Haikey Creek projects would be funded through Financial Assistance Program (FAP) loans, and depending on the timing of the GO Bonds, they would use those funds for the Lynn Lane projects.

Ms. White explained that from that point on in her presentation, each set of tables would be shown three times, reflecting each of the three scenarios. She recalled that to get to that point they had taken into account the revenue requirements, consisting of operations and maintenance expenses, payment of in lieu taxes, debt service on existing and proposed bonds, and cash financing of major capital or capital outlay equipment. She observed that there was a gap, beginning in 2018, between revenue under proposed rates and revenue requirements because they were using the difference between the two numbers to build the fund balance. Underscoring that the fund balance was key, Ms. White stated it constituted whatever was left over at the end of the year in the BAMA fund balance. She recalled that BAMA had an existing Resolution No. 555 which was for its Emergency Reserve Fund. Ms. White cited that under the Resolution, six months of expenses for water, sewer, and sanitation, and at least four months of expenses for stormwater should be set aside in the Fund balance. Black & Veatch decided to take a closer look at the Emergency Reserve, cognizant of the fact that an operating reserve in the range of 90 to 100 days was the general rule in the water industry. Where a municipality fell in that range depended on how much and often it went out to the bond market and was concomitantly evaluated by the rating agencies. They recommended that if the City accessed the bond market, it would be into at least 180 days, 240 days or 300 days for most utilities. If it didn't access in that way, it would be much more safe being at the 90 days or 120 days level. They found the inclusion of debt service in the Resolution a little unusual since BAMA already maintained a debt service reserve for FAP loans at 10% of the loan amount. It was a redundancy in that it represented a second reserve on the debt service, and was therefore, not really necessary. Black & Veatch had two suggestions for the Council's consideration: reducing the number of days required in the funds from six and four months, respectively, down to the range of 90 to 120 days; and, at minimum, excluding the debt service on the FAP loan program from their calculations. The suggested changes would align policy more closely to industry standards, providing a more reasonable target for BAMA to achieve.

Displaying a line graph showing combined utility fund balance in Scenario 3, Mr. White explained that they were targeting two things in the goal they set when they went about designing revenue increases. The first was to never let the Fund balance go below 30 days and the second was to achieve 120 days, under the current definition, by the end of the study period. Black & Veatch also calculated what the graph would look like if there were no rate increases and found that by 2017 they would be at negative 6 days, and go down further in the minus column with each successive year. Further calculations on their part revealed that they could only go on one more year under existing rates, before revenue would not even be sufficient to pay for operations and maintenance and debt service on existing obligations. A similar outcome was predicted for Scenarios 1 and 2

Councilman/Trustee Lester asked if the bottom 2 lines on the chart were considered significant and if so how come they did not get a copy of these particular charts. Mrs. White responded that as they were walking through the presentation yesterday and talking it out with staff, it occurred to them to include the anticipated question as to what if nothing was done, so the charts were updated to reflect that, Mr. Spurgeon concurred. Councilman/Trustee Lester said he considered it a dramatic change and did not like being presented with an 11<sup>th</sup> hour change of this nature without being provided a copy of his own to consider and aid in his decision. Mr. Spurgeon confirmed that a copy would be provided to the council members.

Ms. White stated that the next set of tables provided more detail on adjustments, with respect to each individual utility, and then to the utilities on a combined basis. They gave the resulting end balances and number of days in the Reserve. Black & Veatch realized that it had to address wastewater, and specifically, how the City was going to fund \$100 million in projects. Their first assumption or goal was that the wastewater fund would have a positive end-of-year balance. That was the case in Scenario 1, where each year in the study had a positive balance, and so, it wasn't an issue. In Scenarios 2 and 3, however, the end-of-year balance showed a deficit that carried over until the end of the study period, 2021, when revenue adjustments would bring in enough to fund the CIP. The second assumption of Black & Veatch, alluded to earlier, was the need to put a limit on revenue adjustments for stormwater. A 29% increase in 2017, followed by a 9% increase in each successive year of the study, would put them on par with Tulsa's increases. Nevertheless, those increases would yield a deficit in the end-of-year balance throughout the 6-year period, and a concomitant deficit in the number of Emergency Reserve Fund days. Their third assumption or aim was to have 120 days in the Emergency Reserve Fund, on a combined basis, by the end of the study, in 2021. Ms. White showed a table illustrating that by the end of the study period, the third goal would be achieved in Scenario 1. A table showing the percentages of increase in revenue received by the City for each of the three utilities, in every study year and all three scenarios, followed. The table reflected combined percentage revenue increases and the cumulative revenue increases, as well. In response to two questions, Ms. White clarified that the rate structure was based on two components: service charge and volume charge. The components of each of the three utilities differed and rate adjustments for each would vary. The table they were reviewing did not provide

proposed rate adjustments, but rather showed percentages in additional revenue for the City in each respective scenario. Ms. White confirmed that Councilor/Trustee Eudey was correct in stating that revenues would increase, by the percentages indicated, through rate increases and future GO Bonds, in accordance with whichever of the three scenarios they adopted. Ms. White reiterated that the percentages reflected the revenue needed to fund operations and maintenance, in lieu taxes, debt service on existing debt, as well as the debt service on any FAP loans that would have to be issued for projects not covered under the GO Bonds.

With respect to Scenario 2, Ms. White pointed out that water would subsidize wastewater and stormwater until they could raise the rates to where they needed to be, so that each utility was self-sufficient.

Ms. White referred back to the summary of revenue increases for each utility and each study year, under the three Scenarios, observing that Scenario 1 showed the smallest cumulative increases, especially on a combined basis. Scenario 1's figures were indicative of that fact that the sooner they received GO Bond funding, the better, with less they would have to fund through the FAP loan program and less debt service the City would have to take on and recover through their rates. She went on to say that by pushing the first GO Bond issue for wastewater to 2020 in Scenario 2, they would be obliged to borrow an additional \$30 million from the FAP program upfront, to cover the CIP until 2020. In addition, they would need to find another source to fund about \$4 million in stormwater projects, before 2020. A pretty significant difference between Scenario 1 and 2 could be seen there, especially in regard to wastewater and the cumulative revenue adjustments over five years, just by eliminating the first possible GO Bond funding in FY 2018. Looking at Scenario 3 (in which there was no GO Bond funding for wastewater and some for stormwater in FY 2019), Ms. White pointed out that with regard to wastewater, since the entire CIP was going to be funded by FAP loans, thereby incurring larger debt service on a larger sum to be borrowed, it would take greater revenue increases in order to achieve a positive Fund balance by 2021. In the case of stormwater where, in comparison to Scenario 2, they moved the GO Bond funding forward a year from 2020 to 2019, there would still be a deficit; it would, however, be less. Ms. White observed that in Scenario 3, they were able to slightly lower the revenue increases calculated for water, as well.

Ms. White paused to take questions. Councilor/Trustee Lester said that as he understood it, the combined cumulative average in Scenario 1, over five years, was an increase of 60%. Ms. White replied that was correct, emphasizing that it was an increase in revenue.

Ms. White turned to her company's findings with respect to rates and typical bills. In addition to taking the results of cost of service allocations, there were a few other factors that needed to be taken in consideration when they did rate design. They needed to make sure that the rate structure was equitable, resulting in fair and impartial recovery of costs, and that it provided revenue stability, which was achieved by maximizing how much they received from the fixed service charge, in connection with the variable volume charge. It was important, as well, to send the appropriate price signals to customers, making certain that they recognized their own usage patterns and their demands on utilities. The rate structure needed to be easily understandable and easy to administer, and one that customers accepted. And finally, the rate structure must be consistent with city policies and in the event of a challenge, that it be legally acceptable or defensible.

Ms. White brought up the next set of charts, showing what typical bills looked like for each of the three Scenarios, one bill for water, one for wastewater, one for stormwater, and one combined. Four different assumptions for monthly water usage by residential customers were provided: 0 gallons (reflecting the service fee alone), 3,000 gallons (low), 5,000 gallons (average for a Broken Arrow family of four), and 7,000 gallons (high) usage. Councilor/Trustee Eudey inquired whether the service charge was incorporated into the three bar charts showing a certain amount of usage. Ms. White replied that it was and that the service charge varied somewhat in connection with approximate consumption, less usage incurring a lower service charge. Ms. White went on to explain that the assumption that they made regarding increases in service charges was based on the fact that existing service charges had not increased since 2012. They chose to increase them by 10% in 2016, and then in 2017 and 2018 to increase them by 5%. In doing so, they were trying to make up the lost ground from not having increases in previous four years. Councilor/Trustee Lester requested clarification on the year/fiscal year that the first increases would be applied. Ms. White thanked him for questioning that because evidently, the years cited on the charts were off, and the years should read "2017," "2018," and "2019," respectively, instead. She clarified too that the rates reflected were just the service charges and not the volume charges. With regard to the wastewater chart, she pointed out again that customers were charged by ESU (Equivalent Stormwater Unit). Residential customers were charged 1 ESU, whereas the charge for non-residential customers was based on the amount of impervious area a property contained.

Ms. White stated that due to the amount of detailed information/data Black & Veatch was providing, they had seen fit to send packets, including a number of detailed tables, to Council/Authority members. She said that the first two tables should include the proposed natural post-rate structure for water and sewer, having existing rates and proposed rates for FY 2017, FY 2018, and FY 2019, and then a table for each of the three Scenarios. There were also three different sets of tables showing typical bills, one for each utility and a combined one, as well. That set of tables showed further categories and variants, including calculations for residential usage of up to 12,000 gallons, as well as for commercial customers, larger meters, and higher water consumption. Ms. White asked if there were any questions on rates and typical bills.

Stating that he was a commercial customer, Councilor/Trustee Lester commented that in two years they would be raising his stormwater fee by 50%. He wondered what he was getting for the 50% increase. Mr. Spurgeon said it was a good question. Councilor/Trustee Lester remarked that he had already paid a fee upfront and commercial customers usually had a lot of impervious square footage. Mr. Spurgeon said that the answer to his question was made up of two parts. Firstly, increasing the charge in question would generate additional revenue to help pay for the existing service provided by the City. Secondly, if he went back and reviewed what Ms. White had talked about with regard to how large the City's debts were, water was subsidizing stormwater operations at present. There was no way they could raise the stormwater fee that would enable them to cover it with a charge, so they were forced to come up with a rate that gave the City some additional revenue to pay for the existing service. What he was getting basically, was the same service provided currently by the City. Councilor/Trustee Lester replied that he could say that he already paid a fee in lieu, one time, for the Utilities to put in the regional detention, and so forth. Mr. Spurgeon pointed out that the systems the City built had to be maintained and the only response he could give was that they would continue to maintain all of the City's systems, and in order to do that effectively, additional personnel and equipment were required. He noted too that actually, they were seeking to increase the level of service in requesting additional personnel. However, in terms of getting something above and beyond what he was already receiving, he was not. They also needed to consider what they would be getting in the future because new development would entail a need to maintain new service, and they were having trouble keeping with maintaining what they currently had.

Councilor/Trustee Parks commented that historically, the City had subsidized all of its utilities with respect to water. Mr. Spurgeon said that was correct. Councilor/Trustee Parks added that the City was going to be able to have more money for water, if the stormwater could take care of itself, instead of taking from water revenue. Mr. Spurgeon and the Mayor/Chair Thurmond concurred that he was right. Mr. Spurgeon observed that about ten years before, the decision had been made to move funds in the General Fund into the stormwater utility and they didn't increase revenues in order to offset the costs that were moved over. It was not a good situation but they were no different than other municipalities like Edmond, where electricity subsidized a lot of their utilities. He was concerned about stormwater fees, as Councilor/Trustee Lester brought up, because he knew what it was going to mean on the commercial side. He felt that an increase for the school district would be entirely unacceptable, so it needed to be looked at. Councilor/Trustee Eudey said he was concerned about the impact on economic development, as well. Councilor/Trustee Lester gave the example of Warren Theatre and how much ground of impervious area it covered, adding that they would have to do their homework on the matter, especially with regard to selling it to the public. He understood that if there were an expense, people would have to pay for it, himself included. But when they were raising stormwater 50% over two years, they needed to be able to justify it and tell citizens how that money was going to be spent.

Mr. Schwab commented that the kind of discussion they were having was exactly what was needed and he had asked Stormwater Manager Jeff Bigby to pull the top five to eight commercial users, so that they could take a look at how the change would impact them and what impact they, as commercial customers, were going to see. The Council/Authority had investigated if there was a way that they could soften it. Mr. Schwab recalled that several years back, following the 2007 ice storm when there a lot of damage to creeks and private property, they took a look at how they could address it. They took on some flood plains through the flood prone property transfer policy, which he thought was the right thing to do. So they were going to look at both sides of the coin and examine how the stormwater rate increases would affect Broken Arrow public schools, Walmart, and other commercial sites having large impervious areas. Councilor/Trustee Lester remarked that it would impact smaller commercial properties proportionally, in a similar manner. Mr. Schwab said it was a valid point and asked if they couldn't spread it out some. Recalling Mr. Spurgeon's statement earlier on the necessity of educating the public on GO Bonds, etc., Councilor/Trustee Eudey commented that he thought the education program had to start before that, and the issue they were discussion was a good start because the average person would have a hard time understanding the sudden increase. Mr. Spurgeon stated that he thought all of the City's customers would have a hard time understanding, especially



the first year of the increase. The only thing they could do was to examine and voice the questions they themselves had because the public was going to have the same questions. Mr. Spurgeon concluded that the only way they could probably minimize it, in terms of the first year, was in Scenario 1, which only included about \$39 million worth of GO Bond potential. He postulated that they could go back and revise it to an even \$50 million, which would reduce the amount of increase the City needed by, probably, several percentage points. Relying too much on GO concerned him since it meant a whole lot of public education that they needed to do, with no guarantee that voters would be willing to approve it. He rather thought they would, given Broken Arrow's history of voter support, especially if they explained it in the way he knew that they could. However, if, in fact, they did not give their approval, the City still needed to do the CIP projects. Another of his concerns was that the GO Bonds, as Ms. White mentioned, would be for Lynn Lane, and that was the thing the City Council got hit most on. He suggested perhaps, finding an additional defined project or two for the amount and then funding the Lynn Lane project through Oklahoma Water Resources Board (OWRB) funds so they could make sure it was taken care of.

Councilor/Trustee Lester stated that they were left with a backlog of 20 or 30 of projects that hadn't been addressed and needed to be done. He brought up the subject of roads, commenting that while spending money downtown on fountains and splash pads, the City had neglected to invest in the widening of County Line Road. He thought that a large segment of the public would feel the its needs were being neglected, with respect to that road. He stated that they needed to address some other issues. In reply, Mr. Spurgeon referred back to the financial newsletter, which disclosed their plan to do nearly \$40 million worth of work in the fiscal year to the public. He couldn't account for what occurred before September 21, 2015, but he could say that the City had demonstrated the ability to increase transparency about what it was doing. They were sitting with, probably, another \$55 million worth of 2014 bonds, after a two-year bottleneck in which nothing got done. They had since, addressed that problem as best they could under their present capacity. He could only promise that going forward they were going to meet the challenge with respect to Broken Arrow's roads. They were starting the process, but there was only so much they could get done with the resources they had. The magnitude of the type of improvements they needed to make – \$137 million worth of projects – didn't escape him. They were able to sit and talk about such issues and Broken Arrow was growing, so they had to do the CIP projects or face being unable to service customers and halting growth, which would then result in a further erosion of revenues. They were in a position in which the City's resources were being stretched beyond present capacity. They needed to modernize the plant and address maintenance needs but staff were overburdened in meeting the challenge. Although he was excited about the work they were doing, he did not relish telling citizens that the City needed a 22% increase in utility rates. The Council's feedback was needed so that he and staff could go back and consider a way to reduce that to make it more palatable, and then go out and begin educating the citizens on what the City needed to do. Mr. Spurgeon wished to stress that while he understood rate-paying customers, himself being one, he was in great need of additional people to maintain the system. Unless additional staff was hired, they could not continue to maintain it correctly and would put themselves in a position of being in violation. Maintenance of the system was all-important and he, along with Ken Schwab, Anthony Daniel, and Assistant City Manager of Administration Russell Gale, had spent months trying to figure out how to address the situation, interacting with Ms. White repeatedly on how they could make the numbers work out differently. The reality, however, was that the City had a plethora of needs and that the capital remained the driving force. Secondly, Mr. Spurgeon stressed that they had to have reserves. If they didn't retain reserve funds, then some of the transfer that was made over to the City to pay for the General Fund would not go back, creating a revenue problem in the General Fund. The input and leadership of the Council was needed and it could, if it so wished, give them a chance to go back and try to get the numbers down to a more reasonable amount. He asked if they any had thoughts about additional GO Bonds, or if they wanted to stay with the original \$38 million. Councilor/Trustee Lester inquired how that would impact doing other projects, like roads, and getting everything else done in a timely manner. Mr. Spurgeon replied that they had an Assistant City Manager of Operations, a Director of Engineering, and an Assistant City Manager of Administration that were all on the same page, speaking the same language. They were adding additional capacity to be able to manage projects because no matter how much money was given him, if he didn't have sufficient manpower to manage projects, he couldn't get them done. A new engineer had just been hired and a couple of additional engineers were included in the proposal they were considering. As he had indicated all along, they needed to go to the voters in 2018 because there would not be an issuance in 2019. He advised that they ask for \$75 million to \$80 million, tentatively. They would be throwing all the different needs on the wall that fall, and they would have to narrow it down and bring it back to the Council to get their thoughts and their final word. He would then have to approach the economic development people, school districts, and so on, to get it finalized. If it turned out to be \$75 million or \$80 million for improvement to the quality of life, they would go out and sell it within the tolerance that the Council set, in terms of tax increases. They would

monitor where it rolled off and where they had some capacity, so that they could try to have \$15 million to \$18 million a year of funds at their disposal. He felt confident that they could convince the public that they needed the improvements, if they educated them and could show them the completed projects they had already sanctioned. As it stated in the financial newsletter sent to citizens, by the end of 2017 nearly \$40 million worth of work would be completed, and that didn't even include utilities. In summary, Mr. Spurgeon said that he saw tremendous opportunity for them, with the right team in place, to catch up on CIP projects, adding that \$50 million for the General Fund would be a nice, round number. Above all, they needed to prove to citizens that the money they gave to the City was spent wisely, yielding the desired results. That had been a challenge in the past and he believed they had overcome that hurdle.

Vice-Mayor/Vice-Chair Carter said he thought that voters and people of Broken Arrow understood the situation. As far as their water and sewer capacity and the need to rebuild and maintaining were concerned, he was aware of other cities in Oklahoma and around the country having a big problem with aging structures, that hadn't even experienced that growth Broken Arrow had. Stories on it could be seen on the local news and the people were smart enough to approve projects such as the ones they had discussed. He noted that 20 years ago it wasn't like that, but people were a lot more cognizant today of the reality of the situation and knew that if they wanted good infrastructure and services, they had to pay for it. The people saw their problems relative to the problems other cities were experiencing. He was not apprehensive about asking for the rate increases because he believed they would understand. Echoing Mr. Spurgeon's observation, he said that citizens looked where their money went and could see how their city's downtown had come back to life.

Councilor/Trustee Parks voiced his agreement, commenting that in speaking with different groups of people even outside of Broken Arrow, he would talk about the quality of their City, the investment they had in their homes and the equity on their homes. The bottom line for him, knowing that there would and should be rate increases, was whether they could just minimize any rate percentage any one time. The first big rate percentage increase would hurt, and City's minimizing it in any way, would give citizens an opportunity to work it into their budgets. Referring back to the first slides presented by Ms. White showing surrounding cities, he thought it was good to compare them with Broken Arrow and see that it was one of the best cities in the state, as he knew himself, from the quality of life it enjoyed. He was in agreement with the Vice-Mayor/Vice-Chair Carter when he said that they were going to have to pay for things. In comparing Broken Arrow with neighboring cities in the State, citizens had to realize that as much money as their City spent, it could defend, and he thought Broken Arrow's citizens were smart enough. He reiterated, however, that he had a bit of a problem with starting off with such a large rate increase in the first year. He knew it might be needed but he was in favor of considering a bond issue perhaps, to spread it out. Mr. Spurgeon commented that he had spoken with Ken Schwab and Russell Gale about possibly going back and tempering their expectations, spreading capital improvements out over a longer timeframe, owing to political realities having to do with the need to get things done and for sensitivity on their part.

Mr. Spurgeon said he wanted to make sure that the Council/Authority was good with the data presented and the projects, and asked whether the members felt that they were adequately and fully informed. Looking at it, they could accomplish some things, but they were going to need a significant increase in the rates, probably that first year and then after that, more reasonable increases. Councilor/Trustee Eudey said that he tended to agree with Councilor/Trustee Parks and thought the citizens would lend their support. He thought that people would find the cost of the GO Bond a little more palatable, especially if they were educated with the comparison rather than just seeing the bill increase every month. Finding a way to implement the increases in a more gradual fashion was going to be the key, and then imparting to them that what the City had to do was absolutely necessary to maintain the City they had and avoid being in violation. Mr. Spurgeon voiced his agreement and Councilor/Trustee Parks did, as well. Councilor/Trustee Parks commented that he thought the approach they were taking was a long time coming, pointing out again that water rates that raised revenue for City projects had been too easy for years. He added that they were a big city now and needed to do big things. Mr. Spurgeon stated that Communications Director Krista Flasch was in attendance and they had been discussing how they were going to go about the education process, short and long term, based on the decision that Council would make that night. He went on to say that they hadn't expected Council would direct them to bring forth an ordinance at the next City Council meeting, figuring that there would be some work to do. However, they wanted to make sure that the Mayor and Council members got the full picture. He was excited about the opportunity to go out and sell it to the public because of the many opportunities to rebuild their infrastructure, and infrastructure was right up there on the list with public safety. Councilor/Trustee Lester observed that, by and large, most could afford the hike, but those living on a fixed income had to be considered. Mr. Spurgeon related that after projects, most of their time was spent with regard to stormwater, and they might have to adjust the proposed rate because the

amount of increase even over a couple of years, might be too steep for businesses that owned commercial property. Councilor/Trustee Lester saw the need to bring the public and major players together to sit down and talk about it. Mr. Spurgeon said that was one of the things he and staff had talked about, but they needed some direction from the Mayor and the Council/Authority; however, he was hearing what they wanted him to do. Councilor/Trustee Eudey commented that they needed buy-in from the schools, the Chamber of Commerce and other entities. They had to demonstrate the need to them and then they, in turn, could help by spreading the word. Mr. Spurgeon said that he had begun to get the word out about the increase, but to go and tell the school district that over the next couple of years their stormwater bill might go up six digits was not going to go over well with them.

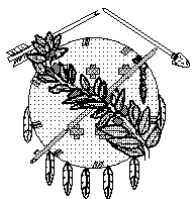
Mayor/Chair Thurmond stated that with respect to stormwater, he thought Broken Arrow's rate should be lower than Tulsa's, in order for the City to remain competitive. Council/Trustee Lester and Vice-Mayor/Vice-Chair Carter voiced their agreement. Mr. Spurgeon revealed that Tulsa's Mayor had reported recently that their Development Services was great and had asked how he could do better, everyone seeming satisfied with what they were doing. He said that Broken Arrow citizens did judge how good a job they were doing by comparing their city with a good many others, so he understood the Mayor's point.

Mr. Spurgeon asked if they wished to have another special session before the regular Council meeting, to consider a package that he and staff could put together. Several Council/Authority members expressed agreement that it was a good idea. City Attorney Beth Anne Wilkening stated that it sounded as if there might be consensus among Council members to direct the City Manager to continue to assess the utility rate structures.

Mr. Gale stated that a thing he might add was to inquire if the Council/Authority members were contemplating the changes in the Reserve Fund policy. Ms. Wilkening declared that she would open the matter for consideration at the next Council meeting. Mr. Gale specified that though should be given about the change from 6 months to 90 or 100 days. Another element was the big rate increase the first year was to address the funding challenge to operate the present system, if he understood correctly. Ms. White said that was right, it was just to keep it above 30 days. Councilor/Trustee Lester interjected that there are statistics on the average total number of gallons across the City, and that instead of percentages, he wished to see numbers on what they anticipated with regard to bills. Mr. Spurgeon replied that now that they were beginning to refine matters, he would be receiving a separate sheet stating as much. Mr. Spurgeon said they could actually make chart usage quantities a little easier to read, like stating "7,000" instead of "7M." However, as Ms. White indicated, what they shared with the public would not primarily be in chart form. Councilor/Trustee Eudey pointed out, and Council members concurred, that actual figures were more palatable than percentages because the latter could be high, when actual application of a percentage was low and insignificant, in terms of monetary value.

Mr. Schwab said he had two points he wished to share. He was in complete agreement on flattening out the initial rate increase and they would work with Black & Veatch on that. He and his team would also be working to find a few projects they could defer, which would help a little on the front end, to decrease that rate. He wanted to make sure also, that when they were talking about GO Bonds, which he believed they were key, the Council's policy of not increasing the millage would change. If they didn't increase the millage, they might be obliged to take away from the public safety and transportation program for stormwater. Mr. Schwab asked the Council's opinion on that issue. Finance Director Tom Caldwell wished to clarify, explaining that you could have the same amount on a bond issue, but in keeping the millage at the same rate you might have to sell the bonds over a period of seven years instead of five years. Mr. Spurgeon said that his thought was that if you presented to the voters that the City had to do the projects at that point, there were two ways that they could pay for them. The first was through utility rates and they would be shown what adding a hypothetical figure like \$50 million, would do to their rates. If the same \$50 million was raised through an ad valorem collection, which could be a tax increase, they would be shown what it would mean for them. Mr. Spurgeon noted that there were people living outside the City who were under the City's utility services, so that they would need to do some type of adjustment, to make sure everyone was paying. Those customers living outside the City then, would have some type of slight increase. They would be shown the difference, in terms of how much it would cost them as compared to what they were currently paying, should they approve the increase by way of a property tax increase. The comparison would be made with the understanding that one would roll off and other would be ongoing. He was already starting to think 7 and 15 years down the road, and if they took it all with the capacity at the present time through the rates, they would not be able to afford doing the capital and the rates would be jacked up to the very top. Some would roll off, but the last thing they would want would be at the very top rate-wise. They needed to think that the GO Bonds still kept their rates very competitive, unlike doing it all through utility customers. If residential customers did not support a GO





# City of Broken Arrow

## Fact Sheet

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**File #:** 16-964, **Version:** 1

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**Broken Arrow Municipal Authority  
Meeting of: 10-18-2016**

**To:** Chairman and Authority Members  
**From:** Office of the City Clerk  
**Title:** Approval of Broken Arrow Municipal Authority Meeting Minutes of October 4, 2016

**Background:** Minutes recorded for the Broken Arrow Municipal Authority meeting.

**Cost:** None

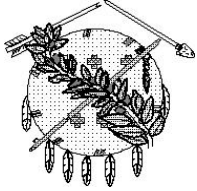
**Prepared By:** Lisa Blackford, City Clerk

**Reviewed By:** Russell Gale, Assistant City Manager of Administration  
Beth Anne Wilkening, City Attorney

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** Broken Arrow Municipal Authority minutes of October 4, 2016

**Recommendation:** Approve the minutes for the Broken Arrow Municipal Authority meeting of October 4, 2016.



**City of Broken Arrow**  
**Minutes**  
**Broken Arrow Municipal Authority**

City Hall  
220 S 1st Street  
Broken Arrow OK  
74012

*Chairman Craig Thurmond*  
*Vice Chair Richard Carter*  
*Trustee Mike Lester*  
*Trustee Johnnie Parks*  
*Trustee Scott Eudey*

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**Tuesday, October 4, 2016**

**Council Chambers**

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**1. Call to Order**

Chairman Craig Thurmond called the meeting to order at approximately 7:22 p.m.

**2. Roll Call**

**Present: 5 -** Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

**3. Consideration of Consent Agenda**

Chairman Thurmond asked if there were any items to be removed from the Consent Agenda. There being none, he asked for a motion.

MOTION: A motion was made by Mike Lester, seconded by Johnnie Parks.

**Move to approve the Consent Agenda as presented**

The motion carried by the following vote:

**Aye: 5 -** Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

- A. 16-961 Approval of Broken Arrow Municipal Authority Meeting Minutes of September 20, 2016**
- B. 16-1195 Approval and authorization to amend the Professional Services Agreement with Gershman, Brickner & Bratton, Inc., to include consultation, benchmarking and rate modeling services for the Citizens Recycling Committee**
- C. 16-1200 Approval and authorization to execute a Regional Metropolitan Utility Authority (RMUA) Professional Consultant Agreement with CH2M Hill Engineers, Inc. for Haikey Creek Activated Sludge Management Rehabilitation**
- D. 16-1190 Approval of bids received and award the lowest responsible bid to Barco Pump for the purchase of one (1) diesel engine operated pump and hoses to be used for dewatering and cleaning operations at the Water Treatment Plant**
- E. 16-1178 Approval of bids received and award the lowest responsible bid to McNeilus Truck and Manufacturing for the purchase and installation of two (2) replacement refuse packers for the Sanitation Division**
- F. 16-1177 Approval of bids received and award the lowest responsible bid to Premier Truck Group for the purchase of two (2) replacement cab and chassis (Sanitation Trucks) for the Sanitation Division**

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

There were no items removed from the Consent Agenda. No action was required or taken.

**5. Public Hearings, Appeals, Presentations, Recognitions, Awards**

There were no public hearings, appeals, presentations, recognitions, or awards.

**6. General Authority Business**

There was no general Authority business. No action was required or taken.

**7. Executive Session**

There was no Executive Session.

**8. Adjournment**

The meeting adjourned at approximately 7:23 p.m.

MOTION: A motion was made by Johnnie Parks, seconded by Richard Carter.

**Move to adjourn**

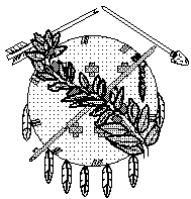
The motion carried by the following vote:

**Aye: 5 -** Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

Attest:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary



# City of Broken Arrow

## Fact Sheet

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**File #: 16-1252, Version: 1**

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**Broken Arrow Municipal Authority  
Meeting of: 10-18-2016**

**To:** Chairman and Authority Members  
**From:** Department of Utilities

**Title:** Acknowledgement of submittal of the Broken Arrow Municipal  
Authority's Water Supply Report for the month of September 2016

**Background:**

In an effort to provide the Authority and the Public more information with respect to our community's water usage, the Utilities Department Staff has prepared a Total Water Supply Report that records total daily water usage, as well as monthly water volume delivered to the community.

Over the course of the first nine (9) months of the year, the Maximum Water Plant Production Day was 20.5 million gallons per day (MGD) recorded on June 22, 2016. The Average Day usage through the end of September is 14.7 MGD. Total water treated at the plant up to the end of September is 3,344.7 million gallons (MG). Total water purchased from Tulsa is 90.6 MG.

The new 61<sup>st</sup> Tulsa connection was turned on August 4, 2016, and this additional supply supplements the 41<sup>st</sup> Street connection. Water Treatment Plant staff turn on/off both Tulsa connections to meet system demand.

This report will be updated on a monthly basis.

**Cost:** None

**Prepared By:** Anthony C. Daniel, Director of Utilities

**Reviewed By:** Utilities Department  
Assistant City Manager-Operations  
Legal Department

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** Monthly Report

**Recommendation:**

No action needed



# Total Water 2016

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	277	977	277	977	979	1277	1277	1279	1277			
2	277	277	277	279	1277	1275	1277	1579	1271			
3	277	275	277	1277	977	1271	1279	1277	1277			
4	971	277	277	1177	1279	975	1277	1271	1277			
5	277	277	977	1177	1177	1177	1577	1277	1277			
6	277	277	977	1277	1277	1277	1277	1177	1277			
7	277	277	977	1277	1271	1177	1277	1277	1277			
8	277	975	277	1179	1177	1277	1277	1277	1277			
9	277	975	277	1177	1275	1577	1277	1275	1277			
10	277	977	277	1177	1277	1577	1575	1577	1177			
11	977	277	275	1277	1275	1577	1277	1279	1277			
12	277	971	277	1277	1177	1279	1571	1579	1275			
13	277	277	277	1271	1277	1577	1279	1577	1277			
14	277	977	277	977	1177	1277	1277	1279	1277			
15	279	977	277	1177	1277	1277	1177	1577	1277			
16	277	975	275	979	1175	1977	1271	1575	1275			
17	977	1277	971	979	977	1977	1577	1277	1277			
18	977	1271	977	975	1271	1277	1277	1277	1277			
19	977	977	277	279	1277	1275	1277	1579	1577			
20	277	1277	977	279	1275	1277	1277	1277	1577			
21	977	1277	977	279	975	1971	1277	1577	1271			
22	971	1277	977	977	1179	20.5	1277	1277	1577			
23	277	277	975	1277	1277	1977	1279	1577	1571			
24	279	277	977	1277	977	1277	1277	1277	1275			
25	977	277	979	1279	977	1277	1277	1277	1271			
26	277	275	977	975	1277	1277	1275	1577	1275			
27	277	277	977	975	1277	1277	1577	1277	1277			
28	977	977	979	1277	1277	1277	1271	1275	1277			
29	277	977	1277	277	1277	1277	1577	1277	1271			
30	275		277	279	1277	1275	1575	1277	1577			
31	977		277		1277		1277	1277				
<b>Total:</b>	<b>267.6</b>	<b>266.3</b>	<b>270.6</b>	<b>303.6</b>	<b>335.9</b>	<b>471.8</b>	<b>505.5</b>	<b>484.6</b>	<b>425.5</b>			

Verdigris + Tulsa ≈ 269.58 266.30 272.99 304.47 335.90 476.75 541.31 527.76 426.95

2016 % Change 2777 12777 2777 12777 12777 12777 19757 27757 1777

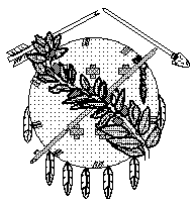
Daily Aver. 8.7 9.2 8.8 10.1 10.8 15.9 17.5 17.0 13.8

Tulsa Water MG ≈ 1272 2772 2779 2772 2772 2795 25771 27712 1775

Verdigris Finished Total MG: 3331.4 Daily High: 20.5 Daily Low: 6.2

Tulsa Purchase Water MG: 90.60 Pretreatment Basin MG: 3619.3 Raw Water Pump Station MG: 3286.0

Total Finished Water MG: 3422.00 Percent Change -12.7% Increase From 2015 -495.60 MG



# City of Broken Arrow

## Fact Sheet

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**File #: 16-1255, Version: 1**

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**Broken Arrow Municipal Authority  
Meeting of: 10-18-2016**

**To: Chairman and Authority Members**  
**From: General Services Department**  
**Title:**

**Approval of bids received, award of the lowest responsible bid to Vance Motors and approval of and authorization to purchase one (1) ½ ton extended cab pickup truck, pursuant to the Oklahoma statewide vehicle contract, for the General Services Department**

**Background:**

The General Services Department has budgeted for the purchase of one (1) replacement pickup truck. Funds for this purchase are available in the Broken Arrow Municipal Authority Capital Fund in the amount of \$28,000.00.

This vehicle will be purchased under the Oklahoma Statewide Contract for Passenger Vehicles, Light Duty Trucks, number SW035. All State Departments, Boards, Commissions, Agencies and Institutions, as well as Counties, School Districts and Municipalities may purchase vehicles from this contract. Furthermore, Section 2-27 of the Broken Arrow Code addresses exceptions to the established competitive bidding process. It provides that supplies, materials, equipment or contractual services, when purchased at a price not exceeding a price set by the state purchasing agency or any other state agency authorized to regulate pricing for items purchased by the state are excepted from formal competitive bidding. Purchase from the state contract is, therefore, authorized under City Ordinance.

The bid tabulation includes all vendors submitting bids for this truck under this contract. Base pricing and selected options for the trucks are reflected in the attached bid tabulation. Staff recommends that the Authority award the lowest responsible bid to Vance Motors for a Dodge Ram 1500. Pricing under this contract is good until November 14, 2016.

**Cost: \$25,462.00**

**Prepared By: Lee Zirk, General Services Department**

**Reviewed By: Finance Department**  
**Assistant City Manager-Administration**  
**Legal Department**

**Approved By: Michael L. Spurgeon, City Manager**

**Attachments:**        **Bid tabulation on SW035**

**Recommendation:**

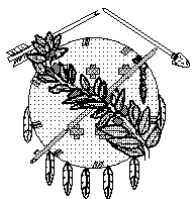
Award the lowest responsible bid to Vance Motors and approve and authorize the purchase of one (1) ½ ton extended cab pickup

**1/2 Ton Extended Cab, 4WD Pickup**

State wide contract # SW035

Item # 1000009420

<b>Item</b>	<b>John Vance Motors</b>	<b>Bob Moore Ford</b>	<b>Hudiberg Auto Group</b>
Specification	2017 Ram 1500 Quad Cab	2017 Ford F150 Ext Cab	2017 Chevrolet C1500 Double Cab
1/2 Ton Extended P/U	21,187.00	22,743.00	22,395.00
<b>Options</b>			
4WD	2,977.00	3,100.00	3,298.00
Locking differential	300.00	360.00	395.00
Side Steps, black	475.00	260.00	445.00
Add (1) keys	248.00	99.00	185.00
Seats, vinyl	-200.00	0.00	0.00
All terrain tires	250.00	0.00	200.00
Add hitch,wiring, receiver	150.00	166.00	375.00
Front tow hooks	<u>75.00</u>	<u>0.00</u>	<u>50.00</u>
Total cost	25,462.00	26,728.00	27,343.00
Delivery			
Notes			
<b>Warranty</b>			
Bumper to Bumper	3yr/36k	3yr/36k	3yr/36k
Powertrain	5yr/100k	5yr/60k	5yr/100k
Bid pricing good until	11/14/2016	11/14/2016	11/14/2016



# City of Broken Arrow

## Fact Sheet

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**File #: 16-838, Version: 1**

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FUND	020 BAMA DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
	6/29/2016	9569	TW N C I T I E S R E A D Y M I X I N C	PI 3715	128900	020-5305-438.60-27 6/29/2016 TOTAL - CUMULATI VE TOTAL -	333.55 333.55 333.55
	7/05/2016	602	GADES SALES CO I N C	PI 3446	0068977	020-0000-141.00-00 7/05/2016 TOTAL - CUMULATI VE TOTAL -	2,695.00 2,695.00 3,028.55
	7/29/2016	515	T & W T I R E	PI 3687	5692578	020-0000-141.00-00 7/29/2016 TOTAL - CUMULATI VE TOTAL -	2,229.18 2,229.18 5,257.73
	8/12/2016	328	HAJOCA TULSA 152	PI 3619	S011124522.001	020-5410-435.60-23 8/12/2016 TOTAL - CUMULATI VE TOTAL -	90.12 90.12 5,347.85
	8/15/2016	4474	SAFETY FI RST SUPPLY COMPANY LL	PI 3688	1682087	020-0000-141.00-00	113.40
	8/15/2016	10469	ATLAS COPEO COMPRESSORS LLC	PI 3342	724410	020-5405-434.40-29 8/15/2016 TOTAL - CUMULATI VE TOTAL -	1,882.56 1,995.96 7,343.81
	8/18/2016	399	LOCKE SUPPLY COMPANY	PI 3341	2939171800	020-5400-434.60-38 8/18/2016 TOTAL - CUMULATI VE TOTAL -	3.45 3.45 7,347.26
	8/24/2016	168	TULSA NEW HOLLAND	PI 3718	460352	020-5305-438.60-20 8/24/2016 TOTAL - CUMULATI VE TOTAL -	1,720.20 1,720.20 9,067.46
	8/26/2016	168	TULSA NEW HOLLAND	PI 3719	460741	020-5305-438.60-20 8/26/2016 TOTAL - CUMULATI VE TOTAL -	827.80- 827.80- 8,239.66
	8/27/2016	6822	TULSA W N NELSON COMPANY	PI 3478	66286400	020-5100-437.60-18 8/27/2016 TOTAL - CUMULATI VE TOTAL -	38.83 38.83 8,278.49
	8/30/2016	515	T & W T I R E	PI 3690	5709547	020-0000-141.00-00 8/30/2016 TOTAL - CUMULATI VE TOTAL -	92.30 92.30 8,370.79
	8/31/2016	4474	SAFETY FI RST SUPPLY COMPANY LL	PI 3689	1682221	020-0000-141.00-00 8/31/2016 TOTAL - CUMULATI VE TOTAL -	34.35 34.35 8,405.14
	9/01/2016	168	TULSA NEW HOLLAND	PI 3733	460740	020-5305-438.60-20	1,001.64
	9/01/2016	3444	ADM I R A L E X P R E S S O F F I C E S U P P L Y	PI 3541	18176260	020-5115-437.60-24 9/01/2016 TOTAL - CUMULATI VE TOTAL -	935.00 1,936.64 10,341.78
	9/02/2016	243	GRAYBAR ELECTRI C CO I N C	PI 3575	987093585	020-5410-435.60-45	48.38

FUND	020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
9/02/2016	8679			HD SUPPLY WATERWORKS, LTD	PI 3319	G061553	020-0000-141.00-00	1,155.05
							9/02/2016 TOTAL -	1,203.43
							CUMULATI VE TOTAL -	11,545.21
9/07/2016	244			GREEN ACRE SOD FARMS DBA	PI 3414	103062	020-5400-434.60-23	300.00
					PI 3415	103063	020-5400-434.60-23	75.00
9/07/2016	515			T & W TI RE	PI 3693	5713178	020-0000-141.00-00	158.45
							9/07/2016 TOTAL -	533.45
							CUMULATI VE TOTAL -	12,078.66
9/08/2016	5371			PREMIER TRUCK GROUP	PI 3632	125175905	020-5125-436.60-20	90.80
							9/08/2016 TOTAL -	90.80
							CUMULATI VE TOTAL -	12,169.46
9/09/2016	8679			HD SUPPLY WATERWORKS, LTD	PI 3320	G078818	020-0000-141.00-00	32.25
							9/09/2016 TOTAL -	32.25
							CUMULATI VE TOTAL -	12,201.71
9/10/2016	515			T & W TI RE	PI 3694	5715287	020-0000-141.00-00	3,465.00
					PI 3736	5715287	020-5125-436.60-19	220.00
							9/10/2016 TOTAL -	3,685.00
							CUMULATI VE TOTAL -	15,886.71
9/12/2016	240			GRAI NGER	PI 3425	9222791593	020-5410-435.60-45	72.63
							9/12/2016 TOTAL -	72.63
							CUMULATI VE TOTAL -	15,959.34
9/13/2016	244			GREEN ACRE SOD FARMS DBA	PI 3525	103155	020-5400-434.60-80	75.00
9/13/2016	5936			CONTI NENTAL BATTERY CO	PI 3323	15320913161522	020-0000-141.00-00	155.92
							9/13/2016 TOTAL -	230.92
							CUMULATI VE TOTAL -	16,190.26
9/14/2016	168			TULSA NEW HOLLAND	PI 3734	461225	020-5305-438.60-20	166.56
							9/14/2016 TOTAL -	166.56
							CUMULATI VE TOTAL -	16,356.82
9/16/2016	92			WHITE STAR MACHI NERY & SUPPLY	PI 3443	07144983	020-5305-438.40-20	174.70
9/16/2016	244			GREEN ACRE SOD FARMS DBA	PI 3526	103156	020-5400-434.60-80	40.00
9/16/2016	515			T & W TI RE	PI 3691	5718447	020-0000-141.00-00	633.80
9/16/2016	10526			EXPRESS PRESS	PI 3738	31116	020-5400-434.60-10	541.97
							9/16/2016 TOTAL -	1,390.47
							CUMULATI VE TOTAL -	17,747.29
9/19/2016	244			GREEN ACRE SOD FARMS DBA	PI 3527	103182	020-5305-438.60-23	20.00
9/19/2016	8019			HDR, I NC	PI 3620	12000009849	020-5415-435.70-16	8,502.40
					PI 3838	1200009846	020-5410-435.70-16	15,746.12
					PI 3839	1200009847	020-5410-435.70-16	15,746.12
9/19/2016	8679			HD SUPPLY WATERWORKS, LTD	PI 3321	G075768	020-0000-141.00-00	1,049.75
					PI 3322	G111162	020-0000-141.00-00	1,279.40
							9/19/2016 TOTAL -	42,343.79
							CUMULATI VE TOTAL -	60,091.08



FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
	9/20/2016	1993	G W VAN KEPPEL COMPANY	PI 3484	ESA0035691	020-5305-438.70-03	149,750.00
	9/20/2016	6478	FORTI LINE INC	PI 3325	3756362	020-0000-141.00-00	957.30
	9/20/2016	7486	BUI LDI NG SPECI ALTI ES	PI 3511	182192941	020-5305-438.70-19	137.21
	9/20/2016	9137	STOLZ TELECOM LLC	PI 3324	2103	020-0000-141.00-00	779.80
	9/20/2016	10095	SOUTHWEST CHEMI CAL SERVI CE I NC	PI 3555	105670	020-5405-434.60-34	2,340.60
						9/20/2016 TOTAL -	153,964.91
						CUMULATI VE TOTAL -	214,055.99
	9/21/2016	90	NAPA AUTO PARTS	PI 3447	846114	020-0000-141.00-00	219.01
				PI 3448	846114	020-0000-141.00-00	63.60
				PI 3449	846114	020-0000-141.00-00	128.01
	9/21/2016	7486	BUI LDI NG SPECI ALTI ES	PI 3512	182192982	020-5305-438.70-19	54.40
						9/21/2016 TOTAL -	465.02
						CUMULATI VE TOTAL -	214,521.01
	9/22/2016	240	GRAI NGER	PI 3566	9232065715	020-5410-435.60-41	115.01
	9/22/2016	255	SAF T GLOVE INC	PI 3607	81726500	020-0000-141.00-00	383.26
				PI 3608	81726500	020-0000-141.00-00	42.74
				PI 3609	81737000	020-0000-141.00-00	146.30
	9/22/2016	371	J & R EQUIPMENT LLC	PI 3424	32311	020-5415-435.60-40	183.75
	9/22/2016	1249	MYERS TIRE SUPPLY INC	PI 3536	63011532	020-5120-437.60-23	76.36
	9/22/2016	4474	SAFETY FIRST SUPPLY COMPANY LL	PI 3692	1682221B	020-0000-141.00-00	48.09
	9/22/2016	5371	PREMIER TRUCK GROUP	PI 3433	125177161	020-5125-436.60-20	407.80
	9/22/2016	6478	FORTI LINE INC	PI 3326	3758821	020-0000-141.00-00	2,149.90
	9/22/2016	7407	PROFESSIONAL ENGI NEERI NG CONSU	PI 3535	513928	020-5415-435.70-16	46,576.50
	9/22/2016	9700	ADVANCED I NDUSTRI AL SOLUTI ONS	PI 3276	227407	020-0000-141.00-00	477.60
	9/22/2016	9751	CRETEX SPECI ALTY PRODUCTS INC	PI 3429	024852	020-5415-435.60-23	583.65
						9/22/2016 TOTAL -	51,190.96
						CUMULATI VE TOTAL -	265,711.97
	9/23/2016	120	CI NTAS CORPORATI ON	PI 3517	5006168308	020-5305-438.60-23	82.36
	9/23/2016	179	TRANS CONTINENTAL SUPPLY INC	PI 3450	1023263	020-0000-141.00-00	66.24
	9/23/2016	232	GALLS LLC, ACCT# 12321345	PI 3451	BC0325127	020-0000-141.00-00	149.99
	9/23/2016	371	J & R EQUIPMENT LLC	PI 3420	32315	020-5415-435.60-23	297.90
				PI 3421	32315	020-5415-435.60-24	1,600.52
	9/23/2016	5371	PREMIER TRUCK GROUP	PI 3434	125177246	020-5125-436.60-20	311.10
	9/23/2016	6955	GREENHILL MATERI ALS LC	PI 3519	104800	020-5305-438.60-27	115.65
	9/23/2016	8679	HD SUPPLY WATERWORKS, LTD	PI 3542	G079620	020-5406-434.70-04	111,295.00
				PI 3552	G124886	020-5400-434.60-37	755.85
				PI 3554	G13388	020-5400-434.60-37	620.50
	9/23/2016	9569	TW N CI TI ES READY MI X INC	PI 3413	133385	020-5305-438.60-27	325.50
						9/23/2016 TOTAL -	115,620.61
						CUMULATI VE TOTAL -	381,332.58
	9/24/2016	420	APAC-CENTRAL, INC	PI 3529	7000916304	020-5305-438.60-80	405.15
				PI 3530	7000916304	020-5400-434.60-27	397.95
				PI 3531	7000916363	020-5305-438.60-27	342.25
				PI 3532	7000916363	020-5400-434.60-27	230.52
				PI 3533	7000916363	020-5415-435.60-27	66.75
				PI 3534	7000916921	020-5305-438.60-27	124.95
						9/24/2016 TOTAL -	1,567.57
						CUMULATI VE TOTAL -	382,900.15



FUND	020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
9/25/2016	4730			DELL MARKETI NG L. P.	PI 3422	XK1PKC22	020-5415-435.60-24	296.38
							9/25/2016 TOTAL -	296.38
							CUMULATI VE TOTAL -	383,196.53
9/26/2016	90			NAPA AUTO PARTS	PI 3371	846474	020-5120-437.60-23	14.68
9/26/2016	148			WARREN POWER & MACHI NERY, I NC.	PI 3440	PS100609364	020-5400-434.60-20	243.44
9/26/2016	240			GRAI NGER	PI 3568	9235634624	020-5120-437.60-23	31.14
9/26/2016	255			SAF T GLOVE I NC	PI 3610	81737001	020-0000-141.00-00	96.89
					PI 3611	81737001	020-0000-141.00-00	47.90
9/26/2016	724			O REIL LY AUTOMOTI VE	PI 3384	0156117612	020-5406-434.60-20	22.32
					PI 3385	0156117614	020-5406-434.60-20	13.94
9/26/2016	2538			ENVI RONMENTAL I MPROVEMENTS I NC	PI 3539	0031382	020-5405-434.60-23	664.50
9/26/2016	4311			UNI TED FORD	PI 3388	2731367	020-5120-437.60-23	5.98
9/26/2016	4730			DELL MARKETI NG L. P.	PI 3423	XK1PNK3M3	020-5415-435.60-24	132.59
9/26/2016	5371			PREMI ER TRUCK GROUP	PI 3435	CM125177161	020-5125-436.60-20	271.39-
					PI 3436	125177295	020-5125-436.60-20	382.56
9/26/2016	5827			BUI LDERS UNLI MI TED, I NC.	PI 3627	#02	020-5410-435.70-15	22,257.25
					PI 3628	#2CM	020-5410-435.70-15	1,615.00-
9/26/2016	5936			CONTI NENTAL BATTERY CO	PI 3327	15320926160959	020-0000-141.00-00	1,616.16
9/26/2016	5941			LOWES	PI 3355	02388	020-5305-438.60-23	175.39
9/26/2016	9569			TW N CI TI ES READY MI X I NC	PI 3520	133444	020-5305-438.60-27	610.00
9/26/2016	10233			PETROLEUM TRADERS CORP	PI 3328	1056120	020-0000-141.00-00	11,801.08
							9/26/2016 TOTAL -	36,229.43
							CUMULATI VE TOTAL -	419,425.96
9/27/2016	90			NAPA AUTO PARTS	PI 3331	846626	020-0000-141.00-00	327.07
					PI 3332	846626	020-0000-141.00-00	13.95
					PI 3333	846626	020-0000-141.00-00	20.24
					PI 3334	846626	020-0000-141.00-00	110.77
9/27/2016	101			WELDON PARTS TULSA	PI 3411	175568000	020-5120-437.60-23	22.53
9/27/2016	117			WAL MART STORE #0472	PI 3329	6388	020-0000-141.00-00	44.64
9/27/2016	141			CUMMI NS SOUTHERN PLAI NS	PI 3442	02737811	020-5125-436.60-20	185.27
9/27/2016	225			SUMMI T HOLDI NGS	PI 3441	411123113	020-5125-436.60-20	55.25
					PI 3457	411123163	020-0000-141.00-00	135.36
					PI 3458	411123163	020-0000-141.00-00	116.11
					PI 3569	411123114	020-5410-435.60-20	1,381.24
9/27/2016	240			GRAI NGER	PI 3571	9236146917	020-5405-434.60-23	552.00
					PI 3572	9236146891	020-5405-434.60-23	262.86
					PI 3573	9236146891	020-5405-434.60-23	45.24
					PI 3574	9236146891	020-5405-434.60-23	67.86
9/27/2016	255			SAF T GLOVE I NC	PI 3612	81726501	020-0000-141.00-00	165.74
					PI 3924	81773000	020-0000-141.00-00	217.90
					PI 3925	81773100	020-0000-141.00-00	52.79
					PI 3926	81773101	020-0000-141.00-00	98.86
9/27/2016	349			RI CH MI X PRODUCTS DBA QUI KRETE	PI 3696	14118914	020-0000-141.00-00	486.63
9/27/2016	399			LOCKE SUPPLY COMPANY	PI 3391	2968349500	020-5410-435.60-45	27.24
9/27/2016	4352			CDW GOVERNMENT	PI 3634	FMC0098	020-5405-434.70-19	797.96
9/27/2016	5941			LOWES	PI 3357	01900	020-5410-435.60-45	10.42
					PI 3358	02518	020-5100-437.60-18	8.55
					PI 3359	02530	020-5305-438.60-23	7.15
					PI 3360	02550	020-5120-437.60-23	71.24

FUND	020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
9/27/2016	7803			P&K EQUIPMENT	PI 3431	2356253	020-5405-434.60-20	1,069.39
9/27/2016	9569			TW N C I T I E S R E A D Y M I X I N C	PI 3521	133516	020-5305-438.60-27	139.50
9/27/2016	9973			KUBOTA CENTER	PI 3430	P03356	020-5305-438.60-20	1,098.39
9/27/2016 TOTAL -								7,592.15
CUMULATI VE TOTAL -								427,018.11
9/28/2016	60			BLOSS SALES AND RENTAL	PI 3456	51810	020-0000-141.00-00	219.80
9/28/2016	90			NAPA AUTO PARTS	PI 3375	846710	020-5125-436.60-20	7.98
					PI 3376	846733	020-5125-436.60-20	33.75
					PI 3378	846771	020-5125-436.60-20	48.07
					PI 3379	846772	020-5415-435.60-20	7.86
9/28/2016	120			C I N T A S C O R P O R A T I O N	PI 3408	5006168338	020-5120-437.60-23	155.85
					PI 3409	5006168338	020-5130-437.60-23	103.92
					PI 3410	5006168339	020-5100-437.60-23	145.64
9/28/2016	176			T I M M O N S O I L C O M P A N Y I N C	PI 3330	W 02681	020-0000-141.00-00	2,305.12
9/28/2016	240			G R A I N G E R	PI 3577	9237905923	020-5410-435.60-41	98.81
					PI 3741	9237905907	020-5405-434.60-23	39.98
					PI 3742	9237905907	020-5405-434.60-23	199.99
					PI 3744	9237905915	020-5405-434.60-23	159.92
9/28/2016	244			G R E E N A C R E S O D F A R M S D B A	PI 3845	102331	020-5305-438.60-23	30.00
9/28/2016	251			S H E R W I N W L L I A M S C O	PI 3399	15393	020-5305-438.70-19	66.68
					PI 3401	51583	020-5305-438.70-19	19.02
					PI 3402	51641	020-5305-438.70-19	3.29
					PI 3403	94683	020-5100-437.70-15	1,069.80
9/28/2016	371			J & R EQUIPMENT LLC	PI 3404	94766	020-5305-438.70-19	7.99
					PI 3547	32381	020-5305-438.60-20	164.09
					PI 3548	32381	020-5305-438.60-21	258.30
9/28/2016	399			LOCKE SUPPLY COMPANY	PI 3393	2969929200	020-5410-435.60-45	55.82
9/28/2016	452			G E L L C O U N I F O R M S & S H O E S I N C	PI 3501	00197079	020-5120-437.60-10	100.00
9/28/2016	1249			M Y E R S T I R E S U P P L Y I N C	PI 3537	63011763	020-5120-437.60-23	33.16
9/28/2016	5042			H G F L A K E S U P P L Y C O	PI 3729	03411033	020-5405-434.60-23	661.36
9/28/2016	5421			L U B E R B R O S I N C	PI 3613	00159730	020-0000-141.00-00	327.46
9/28/2016	5936			C O N T I N E N T A L B A T T E R Y C O	PI 3335	15320928161428	020-0000-141.00-00	150.50
9/28/2016	6478			F O R T I L I N E I N C	PI 3453	3761904	020-0000-141.00-00	212.85
					PI 3454	3761904	020-0000-141.00-00	823.11
9/28/2016	7296			C H R I S N I K E L C H R Y S L E R J E E P D O D G	PI 3445	662959	020-5120-437.60-20	551.25
9/28/2016	9569			TW N C I T I E S R E A D Y M I X I N C	PI 3522	133595	020-5305-438.60-27	451.00
9/28/2016 TOTAL -								8,512.37
CUMULATI VE TOTAL -								435,530.48
9/29/2016	90			NAPA AUTO PARTS	PI 3337	846836	020-0000-141.00-00	63.88
					PI 3338	846836	020-0000-141.00-00	99.96
					PI 3339	846836	020-0000-141.00-00	143.55
					PI 3381	846796	020-5120-437.60-20	7.49
					PI 3382	846864	020-5305-438.60-20	14.79
					PI 3503	846865	020-5120-437.60-23	39.07
9/29/2016	148			W A R R E N P O W E R & M A C H I N E R Y , I N C	PI 3460	PS100609948	020-0000-141.00-00	135.15
9/29/2016	179			T R A N S C O N T I N E N T A L S U P P L Y I N C	PI 3455	1023368	020-0000-141.00-00	209.15
9/29/2016	225			S U M M I T H O L D I N G S	PI 3461	411123344	020-0000-141.00-00	174.63
9/29/2016	240			G R A I N G E R	PI 3859	9239376180	020-5125-436.60-20	21.00
9/29/2016	437			O C T E Q U I P M E N T I N C	PI 3459	P12219	020-0000-141.00-00	44.80



FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
	9/29/2016	5371	PREMIER TRUCK GROUP	PI 3336	125177738	020-0000-141.00-00	189.00
	9/29/2016	5936	CONTINENTAL BATTERY CO	PI 3340	15320929161346	020-0000-141.00-00	193.94
	9/29/2016	5941	LOWES	PI 3364	02157	020-5405-434.60-23	99.14
				PI 3365	11003	020-5415-435.60-23	97.37
				PI 3491	01272	020-5305-438.70-19	12.08
	9/29/2016	6478	FORTILINE INC	PI 3614	3763450	020-0000-141.00-00	573.79
	9/29/2016	7486	BUILDING SPECIALTIES	PI 3843	182193168	020-5305-438.70-19	78.08
	9/29/2016	8602	COBB ENGINEERING COMPANY	PI 3840	1529005	020-5415-435.70-16	17,675.00
	9/29/2016	8864	USA BLUEBOOK	PI 3747	073527	020-5410-435.60-41	543.42
	9/29/2016	9569	TWIN CITIES READY MIX INC	PI 3523	133682	020-5305-438.60-27	205.00
						9/29/2016 TOTAL -	20,620.29
						CUMULATIVE TOTAL -	456,150.77
	9/30/2016	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 3725	S2097786001	020-5410-435.60-41	52.42
	9/30/2016	90	NAPA AUTO PARTS	PI 3462	846971	020-0000-141.00-00	64.58
				PI 3463	846971	020-0000-141.00-00	59.76
				PI 3464	846971	020-0000-141.00-00	82.24
				PI 3468	846997	020-0000-141.00-00	208.02
				PI 3469	846997	020-0000-141.00-00	109.74
				PI 3932	847003	020-5415-435.60-20	445.00
	9/30/2016	101	WELDON PARTS TULSA	PI 3452	175330700	020-0000-141.00-00	155.60
	9/30/2016	176	TIMMONS OIL COMPANY INC	PI 3615	W02695	020-0000-141.00-00	279.90
	9/30/2016	225	SUMMIT HOLDINGS	PI 3467	411123425	020-0000-141.00-00	222.57
	9/30/2016	240	GRAINGER	PI 3743	9240226655	020-5405-434.60-23	39.98-
				PI 3745	9240226648	020-5405-434.60-23	159.92-
				PI 3746	9240848003	020-5405-434.60-45	79.96
	9/30/2016	255	SAFT GLOVE INC	PI 3697	81811800	020-0000-141.00-00	50.48
	9/30/2016	399	LOCKE SUPPLY COMPANY	PI 3394	2917925000	020-5410-435.60-41	2.64
	9/30/2016	452	GELICO UNIFORMS & SHOES INC	PI 3749	00197126	020-5400-434.60-10	206.97
				PI 3750	00197127	020-5406-434.60-10	197.98
	9/30/2016	951	HOLLIDAY SAND & GRAVEL CO	PI 3846	348736	020-5400-434.60-80	72.17
	9/30/2016	1059	SOUTHERN TIRE MART	PI 3465	45315102	020-0000-141.00-00	2,400.00
				PI 3578	45315102	020-5125-436.60-19	55.00
	9/30/2016	2372	WATKINS SAND COMPANY INC	PI 3622	15080	020-5305-438.60-27	1,200.00
				PI 3623	15080	020-5305-438.60-80	1,500.00
				PI 3624	15080	020-5305-438.70-15	900.00
				PI 3625	15080	020-5400-434.60-27	150.00
	9/30/2016	5042	HG FLAKE SUPPLY CO	PI 3730	3410331	020-5405-434.60-45	67.96
	9/30/2016	5371	PREMIER TRUCK GROUP	PI 3633	125177630	020-5125-436.60-20	98.74
	9/30/2016	5936	CONTINENTAL BATTERY CO	PI 3466	15320930161320	020-0000-141.00-00	150.50
	9/30/2016	5941	LOWES	PI 3367	02335	020-5410-435.60-41	81.64
				PI 3495	01487	020-5410-435.60-23	20.80
				PI 3497	02342	020-5410-435.60-23	90.93
				PI 3498	13582	020-5405-434.60-45	14.44
				PI 3499	13668/	020-5400-434.70-15	26.57
				PI 3500	17105-	020-5405-434.60-23	18.94-
	9/30/2016	8679	HD SUPPLY WATERWORKS, LTD	PI 3695	G147398	020-0000-141.00-00	50.80
	9/30/2016	9215	ISI SOUTHWEST, INC	PI 3857	0000970	020-5410-435.60-41	755.15
	9/30/2016	9569	TWIN CITIES READY MIX INC	PI 3524	133768	020-5305-438.60-27	214.00
	9/30/2016	9700	ADVANCED INDUSTRIAL SOLUTIONS	PI 3927	227470	020-0000-141.00-00	840.00
	9/30/2016	10052	MASSCO	PI 3816	4051769	020-0000-141.00-00	37.60

FUND	020 BAMA DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
	9/30/2016	10595	RJN GROUP	PI 3852	#03	020-5415-435.70-16 9/30/2016 TOTAL - CUMULATIVE TOTAL -	59,970.10 70,695.42 526,846.19
	10/01/2016	420	APAC-CENTRAL, INC	PI 3894 PI 3895 PI 3896	7000919279 7000919279 7000919279	020-5305-438.60-27 020-5400-434.60-27 020-5400-434.60-80 10/01/2016 TOTAL - CUMULATIVE TOTAL -	221.35 162.05 113.14 496.54 527,342.73
	10/03/2016	74	BROKEN ARROW LAWN & GARDEN	PI 3602 PI 3605 PI 3606	313997 314009 314009	020-5120-437.60-24 020-5415-435.60-24 020-5415-435.60-24	393.48 1,000.00 1,299.00
	10/03/2016	90	NAPA AUTO PARTS	PI 3587 PI 3588	847157 847201	020-5415-435.60-20 020-5120-437.60-23	55.29 14.58
	10/03/2016	117	WAL MART STORE #0472	PI 3470	6443	020-0000-141.00-00	30.96
	10/03/2016	168	TULSA NEW HOLLAND	PI 3603	462109	020-5305-438.60-19	325.50
	10/03/2016	229	AT&T	003218	10534843224	020-1700-419.50-22	16.29
	10/03/2016	244	GREEN ACRE SOD FARMS DBA	PI 3890	103299	020-5400-434.60-80	150.00
	10/03/2016	251	SHERWIN WILLIAMS CO	PI 3597 PI 3598	47798 95375	020-5305-438.70-19 020-5305-438.70-19	5.42 2.71
	10/03/2016	309	OKLAHOMA NATURAL GAS CO	002893 002895 002900 002901 002902 002903 002904	178921936 178922373 219682564 253746873 183825191 253746364 253746509	020-1700-419.50-24 020-1700-419.50-24 020-5100-437.50-24 020-5415-435.50-24 020-5415-435.50-24 020-5415-435.50-24 020-5415-435.50-24	51.57 48.85 109.81 37.27 45.63 41.10 41.62
	10/03/2016	399	LOCKE SUPPLY COMPANY	PI 3595 PI 3666	2973333100 2972913500	020-5410-435.60-45 020-5415-435.60-23	112.12 22.16
	10/03/2016	724	O REILLY AUTOMOTIVE	PI 3593	0156119150	020-5400-434.60-20	11.08
	10/03/2016	1059	SOUTHERN TIRE MART	PI 3471	45315497	020-0000-141.00-00	587.32
	10/03/2016	4311	UNITED FORD	PI 3594	2734471	020-5115-437.60-20	471.94
	10/03/2016	5936	CONTINENTAL BATTERY CO	PI 3473	10931003161351	020-0000-141.00-00	280.34
	10/03/2016	5941	LOWES	PI 3472 PI 3474 PI 3581 PI 3584 PI 3585 PI 3635	02334 01866 02188 11369 12613 02368/	020-0000-141.00-00 020-5305-438.70-19 020-5410-435.60-41 020-5405-434.60-23 020-5305-438.70-19 020-5400-434.60-38	83.76 27.21 6.56 5.49 128.62 4.40
	10/03/2016	9297	JANDERSON INC DBA CARTRIDGE WO	PI 3604	181679	020-5130-437.60-03 10/03/2016 TOTAL - CUMULATIVE TOTAL -	64.00 5,474.08 532,816.81
	10/04/2016	42	ARROW SAFE AND LOCK INC	PI 3675	69400	020-5305-438.70-19	38.65
	10/04/2016	90	NAPA AUTO PARTS	PI 3592 PI 3650	847269 847323	020-5405-434.60-20 020-5305-438.60-20	5.06 .42
	10/04/2016	244	GREEN ACRE SOD FARMS DBA	PI 3891 PI 3892	103314 103315	020-5305-438.70-15 020-5305-438.70-15	150.00 150.00
	10/04/2016	251	SHERWIN WILLIAMS CO	PI 3672	54587	020-5400-434.60-23	86.66
	10/04/2016	399	LOCKE SUPPLY COMPANY	PI 3596	2974227000	020-5410-435.60-18	139.10



FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
10/04/2016	1409		SMITH FARM & GARDEN CO	PI 3700	749661	020-0000-141.00-00	38.08
				PI 3906	749615	020-5305-438.70-03	12,546.00
10/04/2016	4937		ASSOCIATED PARTS & SUPPLY	PI 3673	678263	020-5100-437.60-18	120.95
10/04/2016	5410		UNITED RENTALS, INC	PI 3809	141040281001	020-5410-435.60-41	1,697.86
10/04/2016	5936		CONTINENTAL BATTERY CO	PI 3707	16731004161540	020-0000-141.00-00	150.50
10/04/2016	5941		LOWES	PI 3636	01052	020-5100-437.60-18	26.73
10/04/2016	6955		GREENHILL MATERIALS LC	PI 3888	105206	020-5400-434.60-27	122.85
10/04/2016	8679		HD SUPPLY WATERWORKS, LTD	PI 3902	G164529	020-5406-434.70-04	4,650.00
10/04/2016	9569		TWIN CITIES READY MIX INC	PI 3797	133945	020-5305-438.60-27	568.50
10/04/2016	10233		PETROLEUM TRADERS CORP	PI 3701	1058989	020-0000-141.00-00	12,565.84
10/04/2016	10615		TRIANGLE CONST & UTILITY LLC	PI 3683	#01	020-5415-435.70-15	92,581.11
				PI 3684	#1	020-5415-435.70-15	71,063.40-
						10/04/2016 TOTAL -	54,574.91
						CUMULATIVE TOTAL -	587,391.72
10/05/2016	90		NAPA AUTO PARTS	PI 3653	8471417	020-5400-434.60-20	19.13
				PI 3654	847408	020-5410-435.60-20	2.84
				PI 3656	847482	020-5406-434.60-20	48.64
				PI 3657	847485	020-5400-434.60-20	17.11
				PI 3702	847476	020-0000-141.00-00	29.52
				PI 3703	847476	020-0000-141.00-00	27.33
				PI 3704	847476	020-0000-141.00-00	39.80
				PI 3705	847476	020-0000-141.00-00	37.14
				PI 3706	847476	020-0000-141.00-00	7.80
				PI 3711	847477	020-0000-141.00-00	150.18
				PI 3712	847477	020-0000-141.00-00	107.76
				PI 3713	847477	020-0000-141.00-00	226.31
10/05/2016	120		CINTAS CORPORATION	PI 3795	5006168380	020-5100-437.60-23	42.22
10/05/2016	176		TI MMONS OIL COMPANY INC	PI 3698	W 02715	020-0000-141.00-00	71.88
10/05/2016	225		SUMMIT HOLDINGS	PI 3708	411123733	020-0000-141.00-00	349.18
10/05/2016	240		GRAINGER	PI 3911	92438227232	020-5120-437.60-23	53.60
10/05/2016	243		GRAYBAR ELECTRIC CO INC	PI 3907	987643401	020-5410-435.60-41	488.84
10/05/2016	370		AIRGAS USA LLC	PI 3936	9056066518	020-5405-434.60-34	27.79
10/05/2016	377		KIMS INTERNATIONAL	PI 3670	0093604	020-5400-434.60-20	36.38
10/05/2016	452		GELCO UNIFORMS & SHOES INC	PI 3873	00197237	020-5125-436.60-10	100.00
10/05/2016	4358		MCNEILUS TRUCK & MFG., INC	PI 3710	3397939	020-0000-141.00-00	190.58
10/05/2016	4997		HARRIS CORPORATION PSPC	PI 3818	93242454	020-0000-141.00-00	886.14
				PI 3819	93242455	020-0000-141.00-00	75.00
10/05/2016	5371		PREMIER TRUCK GROUP	PI 3813	125178236	020-5125-436.60-20	239.88
10/05/2016	5941		LOWES	PI 3642	12038	020-5405-434.60-45	84.62
10/05/2016	6531		KROMER COMPANY LLC	PI 3823	45808	020-0000-141.00-00	135.50
10/05/2016	6671		TULSA CLEANING SYSTEMS	PI 3812	60033	020-5120-437.60-23	175.20
10/05/2016	8464		EASTON SOD FARMS INC	PI 3680	0078299	020-5400-434.60-80	110.00
10/05/2016	8679		HD SUPPLY WATERWORKS, LTD	PI 3817	G123893	020-0000-141.00-00	25,220.00
				PI 3903	G164557	020-5406-434.60-38	1,980.00
10/05/2016	9822		MORTON SALT INC	PI 3754	5401155967	020-5405-434.60-34	5,347.40
10/05/2016	9892		GOODYEAR COMMERCIAL TIRE	PI 3811	2541006519	020-5305-438.60-19	175.00
10/05/2016	10052		MASSCO	PI 3822	4051848	020-0000-141.00-00	244.40
						10/05/2016 TOTAL -	36,747.17
						CUMULATIVE TOTAL -	624,138.89

FUND	020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
10/06/2016		74		BROKEN ARROW LAWN & GARDEN	PI 3913	314146	020-5415-435.60-24	704.00
10/06/2016		90		NAPA AUTO PARTS	PI 3661	847571	020-5400-434.60-20	9.13
					PI 3662	847572	020-5400-434.60-20	9.13
					PI 3663	847574	020-5400-434.60-20	8.60
					PI 3776	847567	020-5305-438.60-20	25.46
					PI 3777	847568	020-5305-438.60-20	37.32
					PI 3826	847585	020-0000-141.00-00	100.87
					PI 3827	847585	020-0000-141.00-00	47.76
					PI 3828	847585	020-0000-141.00-00	56.41
10/06/2016		179		TRANS CONTINENTAL SUPPLY INC	PI 3820	1023480	020-0000-141.00-00	38.60
					PI 3821	1023480	020-0000-141.00-00	54.00
10/06/2016		225		SUMMIT HOLDINGS	PI 3714	411123805	020-0000-141.00-00	167.22
					PI 3815	411123823	020-5125-436.60-20	95.88
10/06/2016		377		KIMS INTERNATIONAL	PI 3790	0093640	020-5410-435.60-23	184.01
10/06/2016		399		LOCKE SUPPLY COMPANY	PI 3669	2976113200	020-5410-435.60-23	76.85
10/06/2016		1059		SOUTHERN TIRE MART	PI 3824	45316058	020-0000-141.00-00	3,290.31
					PI 3825	45316062	020-0000-141.00-00	380.00
10/06/2016		3444		ADMIRAL EXPRESS OFFICE SUPPLY	002945	C18234720	020-5100-437.60-03	5.38-
					002946	165938S	020-5100-437.60-03	117.87
					002952	165943S	020-1700-419.50-86	22.40
					002955	165788S	020-5200-419.60-03	107.83
					002956	165800S	020-5205-419.60-03	543.68
					002961	166046S	020-0503-415.60-03	92.20
					002971	165996S	020-5410-435.60-03	40.64
					002972	165817S	020-5305-438.60-03	177.86
					002974	166069S	020-5400-434.60-03	141.97
10/06/2016		5042		H G FLAKE SUPPLY CO	PI 3871	3410332	020-5405-434.60-45	352.84
10/06/2016		5060		NICKS TREE SERVICE INC	PI 3901	2088	020-5305-438.40-28	750.00
10/06/2016		5371		PREMIER TRUCK GROUP	PI 3709	125178278	020-0000-141.00-00	31.08
10/06/2016		5936		CONTINENTAL BATTERY CO	PI 3616	10931006161325	020-0000-141.00-00	581.34
10/06/2016		5941		LOWES	PI 3643	01333	020-5405-434.60-45	83.90
					PI 3644	02379	020-5410-435.60-41	21.67
					PI 3645	02392-	020-5410-435.60-41	8.68-
					PI 3647	19887	020-5410-435.60-41	33.24
					PI 3758	02353	020-5400-434.60-38	4.50
					PI 3761	20075	020-5415-435.60-23	35.34
10/06/2016		7803		P&K EQUIPMENT	PI 3814	2365647	020-5405-434.60-20	63.25
10/06/2016		8464		EASTON SOD FARMS INC	PI 3799	0078386	020-5400-434.60-80	110.00
10/06/2016		9569		TWIN CITIES READY MIX INC	PI 3798	134092	020-5305-438.60-27	136.50
10/06/2016		9892		GOODYEAR COMMERCIAL TIRE	PI 3699	2541006537	020-0000-141.00-00	2,673.00
					PI 3803	2541006537	020-5125-436.60-19	49.80
10/06/2016		10526		EXPRESS PRESS	PI 3905	31209	020-5406-434.60-10	284.65
							10/06/2016 TOTAL -	11,727.05
							CUMULATIVE TOTAL -	635,865.94
10/07/2016		90		NAPA AUTO PARTS	PI 3778	847650	020-5120-437.60-23	3.45
10/07/2016		377		KIMS INTERNATIONAL	PI 3791	0093666	020-5125-436.60-20	2.92
10/07/2016		5936		CONTINENTAL BATTERY CO	PI 3832	99971007161416	020-0000-141.00-00	451.50
10/07/2016		5941		LOWES	PI 3762	01378	020-5305-438.60-27	38.90
					PI 3763	02616	020-5305-438.60-23	98.16
					PI 3764	02665	020-5405-434.60-23	105.11



FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
				PI 3765	02702	020-5410-435.60-23	46.47
				PI 3766	02716/	020-5405-434.60-23	29.53
				PI 3767	86923	020-5405-434.60-45	140.79
10/07/2016	7018	SCOTT BAKER		003010	09/28/16	020-5400-434.30-11	18.00
10/07/2016	8056	EQUIPMENT WORLD INC		002984	42494	020-5405-434.40-32	1,824.00
				002985	42497	020-5405-434.40-32	5,224.00
10/07/2016	8294	FLEETPRI DE INC		PI 3831	80389342	020-0000-141.00-00	91.62
10/07/2016	8915	TRI STAR CONSTRUCTION LLC		003015	#1	020-5400-434.70-15	14,303.64
				003016	#4	020-5400-434.40-28	4,508.42
10/07/2016	9161	EVOQUA WATER TECHNOLOGIES LLC		002986	902782271	020-5410-435.30-34	159.26
10/07/2016	9561	RED WING SHOES		PI 3878	1111124273	020-5125-436.60-10	100.00
				PI 3879	1111124273	020-5400-434.60-10	100.00
10/07/2016	10214	TULSA'S GREEN COUNTRY STAFFING		003018	48639	020-5125-436.50-37	6,871.80
10/07/2016	10428	ANA-LAB CORP		002978	K0374320	020-5410-435.30-34	200.00
10/07/2016	10485	SUPERIOR OUTDOOR SERVICES LLC		003011	1117	020-5305-438.40-28	1,211.00
10/07/2016	10500	J & J BOWERS LAWN CARE LLC		002989	092216	020-5305-438.40-28	400.00
10/07/2016	10611	BENCHMARK LAWN MAINTENANCE LLC		002979	202226	020-5305-438.40-28	1,605.00
				002980	202227	020-5305-438.40-28	40.00
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10/09/2016	891	STOREY WRECKER		003061	441772	020-5125-436.40-20	196.47
10/09/2016	1057	TULSA WORLD		003069	280478	020-5130-437.50-05	88.56
				003070	280438	020-5130-437.50-05	86.10
				003071	280489	020-5130-437.50-05	86.10
				003072	2802946	020-5130-437.50-05	83.64
				003073	282959	020-5130-437.50-05	89.79
10/09/2016	5941	LOWES		PI 3769	12153	020-5405-434.60-23	33.64
10/09/2016	9784	EUROFINS EATON ANALYTICAL INC		003036	L0284569	020-5405-434.30-34	200.00
10/09/2016	9916	WASTE ZERO INC		003079	25986	020-5125-436.60-25	19,023.60
10/09/2016	10407	ALLIANCE MAINTENANCE INC		003028	86209	020-1700-419.40-07	1,415.00
10/09/2016	10469	ATLAS COPEO COMPRESSORS LLC		003029	747225	020-5405-434.40-55	335.00
10/09/2016	10500	J & J BOWERS LAWN CARE LLC		003041	092916	020-5305-438.40-28	400.00
10/09/2016	10611	BENCHMARK LAWN MAINTENANCE LLC		003031	2202235	020-5305-438.40-28	1,605.00
				003032	2202236	020-5305-438.40-28	40.00
						10/09/2016 TOTAL -	23,995.90
						CUMULATIVE TOTAL -	697,450.50
10/10/2016	90	NAPA AUTO PARTS		PI 3787	847949	020-5400-434.60-20	19.82
10/10/2016	101	WELDON PARTS TULSA		PI 3830	176203300	020-0000-141.00-00	118.52
10/10/2016	168	TULSA NEW HOLLAND		PI 3829	462417	020-0000-141.00-00	153.90
10/10/2016	377	KIMS INTERNATIONAL		PI 3792	0093695	020-5400-434.60-20	82.32
10/10/2016	399	LOCKE SUPPLY COMPANY		PI 3789	2978595800	020-5410-435.60-45	57.50
10/10/2016	1059	SOUTHERN TIRE MART		PI 3833	45316396	020-0000-141.00-00	380.00
10/10/2016	5371	PREMIER TRUCK GROUP		PI 3919	125178655	020-5125-436.60-20	199.61
10/10/2016	5941	LOWES		PI 3770	02596/	020-5120-437.60-23	15.90

FUND	020 BAMA						
DATE		VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT	AMOUNT
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10/ 10/ 2016	5980	SOFTWARE HOUSE I NTERNATI ONAL		PI 3771	17542-	020- 5405- 434. 60- 23	25. 64-
				PI 3866	02486	020- 5415- 435. 60- 23	10. 44
				003084	B05446349	020- 5205- 419. 40- 55	4, 720. 23
				003086	B05446349	020- 0503- 415. 40- 55	2, 022. 95
				003088	B05446349	020- 5100- 437. 40- 55	899. 09
				003089	B05446349	020- 5115- 437. 40- 55	1, 646. 87
				003091	B05446349	020- 5120- 437. 40- 55	2, 280. 62
				003092	B05446349	020- 5130- 437. 40- 55	1, 123. 86
				003093	B05446349	020- 5125- 436. 40- 55	3, 673. 11
				003103	B05446349	020- 5305- 438. 40- 55	2, 851. 87
				003104	B05446349	020- 5400- 434. 40- 55	4, 159. 94
				003105	B05446349	020- 5401- 434. 40- 55	449. 55
				003106	B05446349	020- 5405- 434. 40- 55	2, 483. 46
				003107	B05446349	020- 5406- 434. 40- 55	1, 186. 36
				003108	B05446349	020- 5410- 435. 40- 55	2, 074. 49
			10/ 10/ 2016	9151	CLEAN THE UNI FORM CO OKLAHOMA		003109
	003128	50790944				020- 5115- 437. 40- 31	48. 95
	003132	50790947				020- 5130- 437. 40- 31	7. 41
	003133	50790948				020- 5120- 437. 40- 31	96. 44
	003134	50790949				020- 5125- 436. 40- 31	176. 74
	003135	50790950				020- 5120- 437. 40- 33	25. 00
	003136	50790950				020- 5100- 437. 40- 33	16. 00
	003137	50788064				020- 5305- 438. 40- 31	112. 57
	003139	50788066				020- 5305- 438. 40- 33	2. 60
	003141	50788074				020- 5410- 435. 40- 31	33. 26
	003142	50788073				020- 5405- 434. 40- 28	8. 10
	003143	50788071				020- 5405- 434. 40- 31	77. 44
	003145	50790941				020- 5200- 419. 40- 31	22. 16
	003146	50790943				020- 5415- 435. 40- 31	38. 04
	003147	50790942				020- 5400- 434. 40- 31	117. 15
	003148	50790942				020- 5406- 434. 40- 31	48. 78
	003151	50791388				020- 5305- 438. 40- 31	107. 43
	003153	50791389				020- 5305- 438. 40- 33	2. 60
	003155	50791394				020- 5405- 434. 40- 31	67. 73
	003156	50791395				020- 5410- 435. 40- 31	39. 75
	003157	50791396				020- 5410- 435. 40- 33	4. 00
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	003164	50792038				020- 5120- 437. 40- 33	29. 00
	003327	50792028				020- 5200- 419. 40- 31	22. 16
	003328	50792032				020- 5115- 437. 40- 31	48. 95
	003330	50792037				020- 5125- 436. 40- 31	176. 74
	003332	50792497				020- 5405- 434. 40- 28	8. 10
	003333	50792495				020- 5405- 434. 40- 31	66. 73
	003340	50792031				020- 5415- 435. 40- 31	37. 71
	003341	50792030				020- 5400- 434. 40- 31	117. 15
	003342	50792030				020- 5406- 434. 40- 31	48. 78
	003344	50792489				020- 5305- 438. 40- 31	118. 29
	003346	50792490	020- 5305- 438. 40- 33	2. 60			
						10/ 10/ 2016 TOTAL -	32, 782. 84
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FUND	020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
10/11/2016	37			ANCHOR STONE CO	003207	161994109	020-5415-435.70-15	1,433.53
					003208	161994209	020-5415-435.70-15	968.73
					003209	161938009	020-5415-435.70-15	483.42
					003210	162051609	020-5415-435.70-15	1,136.38
					003211	162051709	020-5415-435.70-15	1,323.64
10/11/2016	90			NAPA AUTO PARTS	PI 3875	848006	020-5415-435.60-20	8.28
					PI 3876	848011	020-5400-434.60-23	11.97
					PI 3940	848086	020-5305-438.60-20	18.39
10/11/2016	133			UTILITY SUPPLY	003212	097717	020-5415-435.70-15	5,440.00
					003213	097651	020-5415-435.70-15	60,277.70
10/11/2016	377			KIMS INTERNATIONAL	PI 3884	0093732	020-5305-438.60-20	193.08
					PI 3949	0093740	020-5400-434.60-20	49.98
10/11/2016	1059			SOUTHERN TIRE MART	PI 3834	45316397	020-0000-141.00-00	1,554.30
10/11/2016	5941			LOWES	PI 3869	02837	020-5405-434.60-23	35.73
10/11/2016	7803			P&K EQUIPMENT	PI 3920	2369268	020-5305-438.60-20	293.58
					PI 3921	2369268	020-5305-438.60-21	193.55
10/11/2016	10682			GREAT PLAINS REBAR	003214	TINVO2165	020-5410-435.70-15	1,490.00
					003215	TINVO2207	020-5410-435.70-15	125.00
10/11/2016 TOTAL -								75,037.26
CUMULATIVE TOTAL -								805,270.60
10/12/2016	90			NAPA AUTO PARTS	PI 3945	848120	020-5125-436.60-20	77.23
					PI 3946	848121	020-5125-436.60-20	20.91
					PI 3947	848133	020-5125-436.60-20	20.91
10/12/2016	159			DK MACHINE INC	003230	10586	020-5406-434.40-28	548.00
10/12/2016	241			GRAND RIVER DAM AUTHORITY	003289	40644	020-5405-434.50-94	391.11
10/12/2016	307			OTA PIKEPASS CENTER	003304	20160995825	020-5120-437.50-03	19.55
					003305	20160995825	020-5125-436.50-03	828.54
					003306	20160995825	020-5200-419.50-03	13.28
					003307	20160995825	020-5205-419.50-03	9.65
					003308	20160995825	020-5210-419.50-03	2.15
					003309	20160995825	020-5305-438.50-03	1.40
					003310	20160995825	020-5400-434.50-03	18.40
					003311	20160995825	020-5406-434.50-03	5.55
					003312	20160995825	020-5410-435.50-03	307.51
					003313	20160995825	020-5415-435.50-03	2.80
10/12/2016	355			INCOG	003351	221257	020-5210-419.30-87	4,000.00
10/12/2016	891			STOREY WRECKER	003270	439240	020-5125-436.40-20	150.00
					003271	439210	020-5305-438.40-20	150.00
10/12/2016	5410			UNITED RENTALS, INC	003282	139453211001	020-5305-438.40-32	2,063.58
10/12/2016	5904			ADDCO ELECTRIC INC.	003348	21739	020-5305-438.70-19	235.04
10/12/2016	6789			GREEN COUNTRY TESTING	003239	55970	020-5400-434.60-34	90.00
					003240	57026	020-5410-435.30-34	2,863.38
10/12/2016	8018			THE UPS STORE #3764	003319	000010830	020-5130-437.50-39	99.88
					003320	000010837	020-5130-437.50-39	46.92
					003321	000010869	020-5130-437.50-39	9.60
					003322	000010918	020-5130-437.50-39	35.66
					003323	000011027	020-5130-437.50-39	35.29
10/12/2016	8396			AMERICAN ENVIRONMENTAL LANDFILL	003221	7114	020-5410-435.40-30	11,250.70
10/12/2016	9539			TULSA HEALTH DEPARTMENT	003278	29920	020-5410-435.30-34	950.00
10/12/2016	10214			TULSA'S GREEN COUNTRY STAFFING	003281	44806	020-5125-436.50-37	7,335.90

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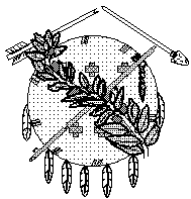
ACCOUNTS PAYABLE BY FUND/ DUE DATE

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FUND	020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
10/12/2016		10428		ANA- LAB CORP	003222	K0381441	020-5410-435.30-34	1,276.00
10/12/2016		10485		SUPERIOR OUTDOOR SERVICES LLC	003318	1135	020-5305-438.40-28	1,221.00
10/12/2016		10500		J & J BOWERS LAWN CARE LLC	003292	100916	020-5305-438.40-28	400.00
10/12/2016 TOTAL -								34,479.94
CUMULATIVE TOTAL -								839,750.54
10/18/2016		113		WAGONER COUNTY RURAL WATER #4	001013	367100	020-5415-435.50-23	13.17
10/18/2016		309		OKLAHOMA NATURAL GAS CO	002830	114920245	020-5415-435.50-24	23.42
					008116	111532618	020-5415-435.50-24	25.83
					008413	254063282	020-5415-435.50-24	.87
					008724	254063282	020-5415-435.50-24	50.84
10/18/2016		442		AMERICAN ELECTRIC POWER	000156	9511708090	020-5100-437.50-25	48.16
					000157	9514846980	020-5120-437.50-25	47.35
					000158	9515293420	020-5100-437.50-25	1,523.20
					000159	9527441030	020-5120-437.50-25	1,217.22
					000160	9589441030	020-5100-437.50-25	1,294.31
					000165	9526531031	020-5410-435.50-25	4,110.23
					000166	9574890770	020-5410-435.50-25	14,119.41
					000167	9594523000	020-5410-435.50-25	97.25
					000931	9515241030	020-5415-435.50-25	1,023.39
					000975	9553112580	020-5415-435.50-25	4,782.41
					001202	9552921030	020-5415-435.50-25	48.30
					001900	9591574610	020-5415-435.50-25	66.06
					002909	95584410302	020-5100-437.50-25	24.11
					003818	9580141030	020-5415-435.50-25	148.05
					004282	9521969410	020-5305-438.50-25	122.21
					004283	9562295260	020-5305-438.50-25	47.35
					004284	9568940540	020-5305-438.50-25	152.49
					005276	9504700320	020-5415-435.50-25	53.09
					005277	9520493673	020-5415-435.50-25	78.42
					005278	9528706400	020-5415-435.50-25	52.28
					005280	9544731030	020-5415-435.50-25	94.73
					005282	9563338071	020-5415-435.50-25	109.37
					005283	9565957711	020-5415-435.50-25	50.46
					005284	9566631030	020-5415-435.50-25	52.83
					005285	9567901211	020-5415-435.50-25	1,282.14
					005286	9571918810	020-5415-435.50-25	281.71
					005287	9572394130	020-5415-435.50-25	85.13
					005290	9595686240	020-5415-435.50-25	2,135.37
					005291	9597631030	020-5415-435.50-25	78.25
					005292	9509921030	020-5415-435.50-25	171.87
					005294	9523741030	020-5415-435.50-25	128.28
					005295	9528041030	020-5415-435.50-25	65.50
					005296	9540041030	020-5415-435.50-25	76.17
					005300	9568821030	020-5415-435.50-25	69.39
					005303	9581731030	020-5415-435.50-25	114.05
					005304	9588531030	020-5415-435.50-25	91.71
					005305	9591431030	020-5415-435.50-25	81.77
					005306	9593621030	020-5415-435.50-25	50.66
					005935	9540921930	020-5415-435.50-25	48.89
					005936	9563531030	020-5415-435.50-25	58.76



FUND	020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
					006140	9506407251	020-5415-435.50-25	74.59
					008525	95832410302	020-5415-435.50-25	1.61
10/18/2016			888	PREFERRED BUSINESS SYSTEMS	000075	071346	020-5400-434.40-33	165.00
					000076	071322	020-5410-435.40-33	167.00
					003186	180712	020-5410-435.40-55	33.43
					003187	180712	020-5130-437.40-55	22.59
					003188	180712	020-5100-437.40-55	17.53
					003189	180712	020-5120-437.40-55	12.22
					003190	180712	020-5205-419.40-55	376.73
					003196	180712	020-0503-415.40-55	46.08
					003197	180712	020-5400-434.40-55	27.94
					003203	180712	020-5405-434.40-55	10.77
					003204	180712	020-5406-434.40-55	14.07
10/18/2016			1307	CITY OF TULSA UTILITIES	000989	106727183	020-5405-434.40-93	5,122.80
					000990	106611106	020-5405-434.40-93	107.45
					006082	107351421	020-5305-438.40-28	73.64
10/18/2016			6347	COX COMMUNICATIONS	001144	066320601	020-1700-419.50-22	471.26
					002712	066381301	020-5100-437.50-22	555.45
					002713	066260701	020-5410-435.50-23	183.89
10/18/2016			7724	WINDSTREAM	001253	2598272	020-5100-437.50-22	277.72
					001255	0351000560	020-5405-434.50-22	275.68
					001256	2513145	020-5405-434.50-22	37.31
					001257	4554762	020-5410-435.50-22	186.42
					001258	2501858	020-5410-435.50-22	42.40
					001259	3558751	020-5415-435.50-22	37.31
					001260	3554226	020-5415-435.50-22	37.31
					001261	3572456	020-5415-435.50-22	37.31
					001262	3572503	020-5415-435.50-22	37.31
10/18/2016			8130	VERIZON	008370	0351000542	020-5205-419.50-22	2.30
					007449	8056024	020-5406-434.50-54	31.21
					007450	8056481	020-5406-434.50-54	31.21
10/18/2016			10381	CROSSLAND CONSTRUCTION COMPANY,	004734	NOV 2016	020-0000-234.04-00	46,508.69
					004735	NOV 2016	020-1700-419.80-02	7,279.22
							10/18/2016 TOTAL -	96,601.91
							FUND 020 TOTAL -	936,352.45



# City of Broken Arrow

## Fact Sheet

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**File #: 16-1259, Version: 1**

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**Broken Arrow Municipal Authority  
Meeting of: 10-18-16**

**To: Chairman and Trustees**  
**From: Broken Arrow Floodplain Administrator**  
**Title:**

**Presentation, discussion, and possible action on a Variance Request from the Stormwater Management Ordinance Section 25-313(6) for the Countyline Crossings development from Walmart Real Estate Business Trust, for property located in the area of Dearborn Street and North 23rd Street**

**Background:**

Cochran Engineering has been preparing development plans and the plat for the Countyline Crossings development at the northeast corner of Dearborn Street and North 23<sup>rd</sup> Street. A portion of the proposed platted area is within the Spunky Creek Zone AE FEMA 100-year floodplain. Onsite stormwater detention is required for the proposed multiple lot commercial development. The required stormwater detention facility is proposed to have a portion of it constructed within the 100-year floodplain boundary of the overbank of Spunky Creek. Construction of the detention facility would have a built up dry detention pond embankment within the floodplain and compensatory floodplain storage cut on the downstream side of the pond to meet City of Broken Arrow floodplain code requirements.

The proposed pond grading would change the boundary of the current 100-year floodplain, prompting requirement of a FEMA Letter of Map Revision based on Fill (LOMR-F). The limits of both the current and proposed 100-year floodplain boundaries would be contained within a stormwater drainage easement on the final plat and would not directly affect development lots. Broken Arrow Stormwater Management Ordinance Section 25-313(6) states "The final plat of any development requiring a FEMA LOMR will not be accepted until such LOMR is approved in writing by FEMA. Building permits will not be issued on any lots in developments awaiting LOMR approval." The enclosed letter requests a variance from this ordinance to allow the filing of the Final Plat for Countyline Crossings to proceed. Walmart does not intend to begin construction of the development until the fall of 2018, and understands that construction of the required detention facility, applicable compensatory floodplain storage grading, preparation and receipt of the LOMR-F, and re-platting of the Commercial Crossings plat to show the revised floodplain boundary would be performed by them. A floodplain development permit will be issued closer to time of construction which will cover the necessary floodplain management code and criteria requirements necessary for the project. No building permits will be issued on any platted lots until conditions of the floodplain development permit are met.

Variances to Broken Arrow floodplain codes more stringent than FEMA minimum standards can have potential negative impacts on the Broken Arrow Community Rating System (CRS) rating, but would not in this particular case. The Broken Arrow Municipal Authority, serving as the Floodplain Appeals Board, is asked to review the facts of the case and make a ruling on whether a variance is approved or denied. The Authority may attach conditions to variances also. Staff recommends approval of the variance request.

**Cost: None**

**Prepared By:** Jeff Bigby, P.E., CFM, Floodplain Administrator

**Reviewed By:** Engineering & Construction Department

Development Services Department

Assistant City Manager - Operations

Legal Department

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** Variance Request Letter, Draft Final Plat Copy, Current Effective Floodplain Boundary Map

**Recommendation:** Approve the variance request



October 5, 2016

Mr. Michael Skates  
City of Broken Arrow  
220 S First Street  
Broken Arrow, OK 74012

SENT VIA: Email  
(mskates@brokenarrowok.gov)

RE: Walmart Neighborhood Market Store No. 4662-00  
Broken Arrow, Oklahoma  
Project No. 14-5835

Mr. Skates:

On behalf of Walmart, we are requesting a variance on Stormwater Ordinance Section 25-313 (6) for the Countyline Crossings Plat. The Ordinance states:

"The final plat of any development requiring a FEMA LOMR will not be accepted until such LOMR is approved in writing by FEMA. Building permits will not be issued on any lots in developments awaiting LOMR approval."

Walmart does not desire to start construction at this time. Rather, they are interested in recording the plat which will allow them to close on the property. It is understood that Walmart will be required to obtain the LOMR from FEMA as part of the planned construction on the site.

Normally, a LOMR-F is obtained after the fill is placed. The first step in the process would be to obtain a Flood Plain Development Permit and Earth Change Permit from the City of Broken Arrow. Then, the Contractor would perform the grading operations. Lastly, the fill would be surveyed and a LOMR-F be submitted to FEMA for approval. In this situation, construction on the project is not scheduled to begin until the fall of 2018, so we are requesting a variance that would allow the LOMR-F to be completed at a later date.

Thank you for your consideration in this matter.  
Please contact me with any questions or comments.

Sincerely,

Elliott R. Reed  
**Cochran**

ERR/jmh





ASSIGNED DETENTION  
DETERMINATION NUMBER  
DD-61915-14

#### AREAS

GROSS 838,264 SQ. FT. 19,243.9 ACRES  
LOT 1 69,651 SQ. FT. 1,590.0 ACRES  
LOT 2 456,484 SQ. FT. 10,474.4 ACRES  
LOT 3 197,751 SQ. FT. 4,530.7 ACRES  
ROW 114,378 SQ. FT. 2,629.8 ACRES  
SUBDIVISION CONTAINS 3 LOTS IN 1 BLOCK

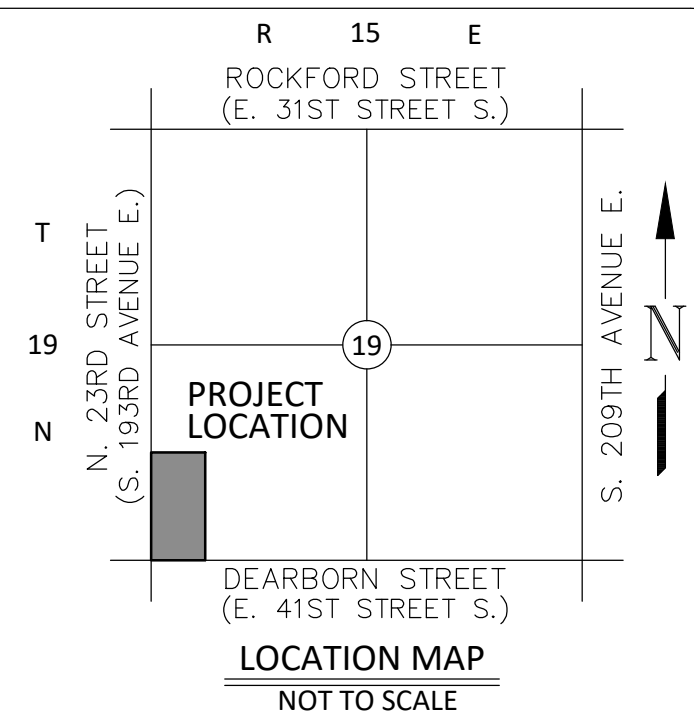
## CONDITIONAL FINAL PLAT COUNTYLINE CROSSINGS

THE WEST HALF OF GOVERNMENT LOT 4 IN THE S.W. QUARTER OF SECTION 19, T. 19 N., R. 15 E., I.M.  
CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA

#### ADDRESS

LOT 1 - 2600 EAST DEARBORN STREET  
LOT 2 - 2420 EAST DEARBORN STREET  
LOT 3 - 2413 NORTH 23RD STREET

ADDRESS SHOWN ON THIS PLAT WAS ACCURATE AT THE TIME  
THIS PLAT WAS FILED. ADDRESS IS SUBJECT TO CHANGE AND  
SHOULD NEVER BE RELIED ON IN PLACE OF A LEGAL DESCRIPTION.



VERTICAL DATUM: NAVD 88

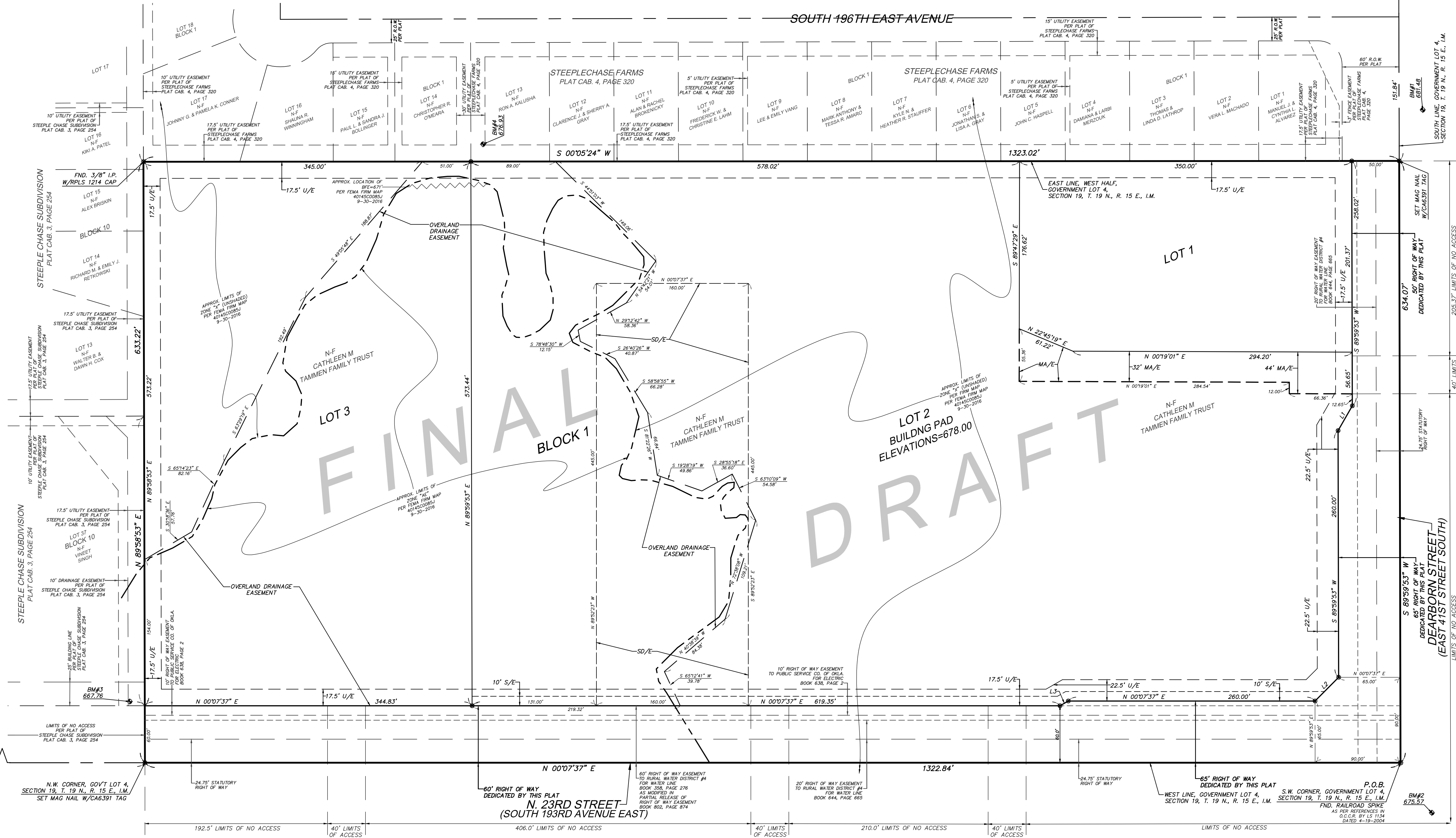
BENCHMARK - BM 1
ELEVATION 681.48
MONUMENT 60d NAIL
LOCATION IN WEST FACE OF PP APPROX. 59' S.E. OF S.E. PROPERTY COR.

BENCHMARK - BM 2
ELEVATION 675.57
MONUMENT CUT "X"
LOCATION N.E. CORNER OF CONC. SLAB, APPROX. 62' FROM S.W. PROPERTY COR.

BENCHMARK - BM 3
ELEVATION 667.76
MONUMENT CUT "X"
LOCATION N.W. COR. CONC. SLAB APPROX. 66' N.E. OF N.E. PROPERTY COR.

BENCHMARK - BM 4
ELEVATION 676.93
MONUMENT CUT "X"-S. END OF HEADWALL
LOCATION E. SIDE OF PROP. BETWEEN LOTS 13 & 14, BLK 1 OF STEEPLECHASE FARMS ADDN.

Line Table		
Line #	Direction	Length
L1	N 0°00'07" W	30.00'
L2	N 44°56'15" W	35.32
L3	N 29°52'23" W	10.00



#### LEGEND

P.O.C. - POINT OF COMMENCEMENT  
P.O.B. - POINT OF BEGINNING  
R.O.W. - RIGHT OF WAY  
L.P. - LOT  
U/E - UTILITY EASEMENT  
L.O.A. - LIMITS OF ACCESS  
L.N.A. - LIMITS OF NO ACCESS  
B/L - BUILDING SETBACK LINE  
M/A/E - MUTUAL ACCESS EASEMENT  
W/L/E - WATER LINE EASEMENT  
S/E - SIDEWALK EASEMENT  
SD/E - STORMWATER DETENTION EASEMENT

MONUMENTATION NOTE  
1/2" I.P. W/CA 6391 CAP OR  
MAC NAIL W/CA 6391 TAG  
SET AT ALL PROPERTY  
CORNERS  
UNLESS OTHERWISE NOTED

#### BASIS OF BEARING

The bearing of South 89°59'53" West as shown on the plat of STEEPLECHASE FARMS recorded in Plat Cabinet 4, Page 320 as the south line of the Southwest Quarter of Section 19, Township 19 North, Range 15 East and as shown on the south line of the subject property was used as the basis of bearing for this survey.

#### NOTES:

1. Easements shown hereon by specific recording information are shown for information purposes only and are not dedicated as a part of this plat.

APPROVED BY THE CITY COUNCIL OF THE  
CITY OF BROKEN ARROW, OKLAHOMA

MAYOR

ATTEST: CITY CLERK

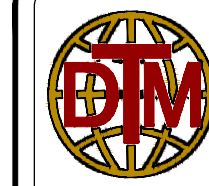
ENGINEER: SHANNON D. JOHANNING, P.E.



530A E. Independence Dr.  
Union, Missouri 63084  
636-584-0540 (tel.)  
636-584-0512 (fax)  
mail@cochraneeng.com

- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

SURVEYOR: RANDALL A. MANSFIELD, P.L.S.



DODSON - THOMPSON - MANSFIELD, PLLC

20 NE 36th Street  
Oklahoma City, OK 73105  
Phone: 405-601-7402  
Fax: 405-601-7421  
email: randym@dtm-ok.com

Surveying - Engineering - Planning  
CERTIFICATE OF AUTHORIZATION NO: 6391 EXPIRES JUNE 30, 2018

CASE NO: PT15-108

Sheet: 1 of 2

OWNER  
WAL-MART REAL ESTATE  
BUSINESS TRUST  
2001 SE 10TH STREET  
BENTONVILLE, AR 72716  
PHONE: 479-204-0414  
NAME: TERESA HIBBARD

OWNER  
CATHLEEN M TAMMEN FAMILY  
TRUST  
2901 E. NORMAN PLACE  
BROKEN ARROW, OKLAHOMA 74014  
PHONE: 918-355-4931  
NAME: CATHLEEN MAE TAMMEN

DATE OF PREPARATION: OCTOBER 4, 2016



DEED OF DEDICATION AND RESTRICTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

THAT WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST, AND CATHELEEN M. TAMMEN FAMILY TRUST HEREINAFTER COLLECTIVELY REFERRED TO AS THE "OWNER/DEVELOPER", ARE THE OWNERS OF THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, TO-WIT:

THE WEST HALF OF GOVERNMENT LOT 4 IN SECTION 19, TOWNSHIP 19 NORTH, RANGE 15 EAST OF THE INDIAN BASE AND MERIDIAN, WAGONER COUNTY, STATE OF OKLAHOMA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF GOVERNMENT LOT 4 OF SAID SECTION 19;

THENCE NORTH 00°07'37" EAST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 1,322.84 FEET TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 4;

THENCE NORTH 89°58'53" EAST, ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 4 AND THE SOUTH LINE OF STEEPLE CHASE SUBDIVISION ACCORDING TO THE PLAT RECORDED IN PLAT CABINET 3, PAGE 254, A DISTANCE OF 633.22 FEET TO A POINT BEING THE NORTHEAST CORNER OF THE WEST HALF OF SAID GOVERNMENT LOT 4 AND THE NORTHWEST CORNER OF STEEPLECHASE FARMS ACCORDING TO THE PLAT RECORDED IN PLAT CABINET 4, PAGE 320;

THENCE SOUTH 00°05'24" WEST, ALONG COMMON LINE BETWEEN THE EAST LINE OF THE WEST HALF OF SAID GOVERNMENT LOT 4 AND THE WEST LINE OF SAID STEEPLECHASE FARMS, A DISTANCE OF 1,323.02 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 19, SAID POINT ALSO BEING SOUTHEAST CORNER OF THE WEST HALF OF SAID GOVERNMENT LOT 4;

THENCE SOUTH 89°59'53" WEST, ALONG THE SOUTH LINE OF SAID GOVERNMENT LOT 4, A DISTANCE OF 634.07 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT OF LAND CONTAINS A GROSS AREA OF 838,264 SQUARE FEET OR 19.2439 ACRES

THE OWNER/DEVELOPER HAS CAUSED THE ABOVE DESCRIBED LANDS TO BE SURVEYED, STAKED, PLATTED AND SUBDIVIDED INTO 2 LOTS IN 1 BLOCK IN CONFORMITY WITH THE ACCOMPANYING PLAT, AND HAS DESIGNATED THE SUBDIVISION AS **COUNTYLINE CROSSINGS**, A SUBDIVISION IN THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA.

SECTION I: UTILITIES & EASEMENTS

A. STREETS:

1. THE OWNER/DEVELOPER DOES HEREBY DEDICATE AS A PUBLIC STREET AND RIGHT OF WAY TO THE CITY OF BROKEN ARROW, OKLAHOMA THE STREETS DEPICTED AS DEARBORN STREET (EAST 41ST STREET SOUTH) AND NORTH 23RD STREET (SOUTH 193RD AVENUE EAST) ON THIS FINAL PLAT OF COUNTYLINE CROSSINGS (THE "SUBDIVISION") FOR ALL PURPOSES FOR WHICH PUBLIC STREETS AND ROADS ARE USED IN THE MUNICIPALITY OF THE CITY OF BROKEN ARROW, OKLAHOMA AND DOES HEREBY GUARANTEE CLEAR TITLE TO ALL OF THE LAND THAT IS SO DEDICATED.

B. UTILITY EASEMENTS:

1. THE OWNER/DEVELOPER DOES HEREBY DEDICATE FOR PUBLIC USE THE UTILITY EASEMENTS AS DEPICTED ON THE ACCOMPANYING PLAT AS "U/E" OR "UTILITY EASEMENT" FOR THE SEVERAL PURPOSES OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING, REPLACING, AND/OR REMOVING ANY AND ALL PUBLIC UTILITIES, INCLUDING STORM SEWERS, SANITARY SEWERS, TELEPHONE AND COMMUNICATION LINES, ELECTRIC POWER LINES AND TRANSFORMERS, GAS LINES, WATER LINES AND CABLE TELEVISION LINES, TOGETHER WITH ALL FITTINGS, INCLUDING THE POLES, WIRES, CONDUITS, PIPES, VALVES, METERS AND EQUIPMENT FOR EACH OF SUCH FACILITIES AND ANY OTHER APPURTENANCES THERETO, WITH THE RIGHTS OF INGRESS AND EGRESS TO AND UPON THE UTILITY EASEMENTS FOR THE USES AND PURPOSES AFORESAID, PROVIDED HOWEVER, THE OWNER/DEVELOPER HEREBY RESERVES THE RIGHT TO CONSTRUCT, MAINTAIN, OPERATE, LAY AND RE-LAY WATER LINES AND SEWER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR SUCH CONSTRUCTION, MAINTENANCE, OPERATION, LAYING AND RE-LAYING OVER, ACROSS AND ALONG ALL OF THE UTILITY EASEMENTS DEPICTED ON THE PLAT, FOR THE PURPOSE OF FURNISHING WATER AND/OR SEWER SERVICES TO THE AREA INCLUDED IN THE PLAT. THE OWNER/DEVELOPER HEREIN IMPOSES A RESTRICTIVE COVENANT, WHICH COVENANT SHALL BE BINDING ON EACH LOT OWNER AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA, AND BY THE SUPPLIER OF ANY AFFECTED UTILITY SERVICE, THAT WITHIN THE UTILITY EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT NO BUILDING, STRUCTURE OR OTHER ABOVE OR BELOW GROUND OBSTRUCTION SHALL BE PLACED, ERECTED, INSTALLED OR MAINTAINED, PROVIDED HOWEVER, NOTHING HEREIN SHALL BE DEEMED TO PROHIBIT DRIVES, PARKING AREAS, CURBING, FENCING, AND LANDSCAPING THAT DO NOT CONSTITUTE AN OBSTRUCTION.

C. UNDERGROUND SERVICE:

1. OVERHEAD LINES FOR THE SUPPLY OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES MAY BE LOCATED WITHIN THE WEST AND SOUTH PERIMETER EASEMENTS OF THE SUBDIVISION. STREET LIGHT POLES OR STANDARDS MAY BE SERVED BY OVERHEAD LINE OR UNDERGROUND CABLE, AND ELSEWHERE THROUGHOUT THE SUBDIVISION, ALL SUPPLY LINES INCLUDING ELECTRIC, TELEPHONE, CABLE TELEVISION AND GAS LINES SHALL BE LOCATED UNDERGROUND IN EASEMENTS DEDICATED FOR GENERAL UTILITY SERVICES AND IN THE RIGHTS-OF-WAY OF THE PUBLIC STREETS AS DEPICTED ON THE ACCOMPANYING PLAT. SERVICE PEDESTALS AND TRANSFORMERS, AS SOURCES OF SUPPLY AT SECONDARY VOLTAGES, MAY ALSO BE LOCATED IN GENERAL UTILITY EASEMENTS.

DATE OF PREPARATION: OCTOBER 4, 2016

2. UNDERGROUND SERVICE: (CONTINUED)

UNDERGROUND SERVICE CABLES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST SERVICE PEDESTAL OR TRANSFORMER TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE CABLE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE CABLE, EXTENDING FROM THE SERVICE PEDESTAL OR TRANSFORMER TO THE SERVICE ENTRANCE ON THE STRUCTURE.

3. THE SUPPLIER OF ELECTRIC, TELEPHONE AND CABLE TELEVISION SERVICES, THROUGH ITS AGENTS AND EMPLOYEES, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL GENERAL UTILITY EASEMENTS SHOWN ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF THE UNDERGROUND ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES INSTALLED BY THE SUPPLIER OF THE UTILITY SERVICE.

4. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND SERVICE FACILITIES LOCATED ON HIS LOT AND SHALL PREVENT THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH THE ELECTRIC, TELEPHONE OR CABLE TELEVISION FACILITIES. THE SUPPLIER OF SERVICE SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF UNDERGROUND FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER OR HIS AGENTS OR CONTRACTORS.

5. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH C SHALL BE ENFORCEABLE BY THE SUPPLIER OF THE ELECTRIC, TELEPHONE OR CABLE TELEVISION SERVICE AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

D. WATER AND SEWER SERVICE:

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER MAINS LOCATED ON THIS LOT.

2. WITHIN THE UTILITY EASEMENT AREAS DEPICTED ON THE ACCOMPANYING PLAT, THE ALTERATION OF GRADE IN EXCESS OF 3 FEET FROM THE CONTOURS EXISTING UPON THE COMPLETION OF THE INSTALLATION OF A PUBLIC WATER MAIN, SANITARY SEWER MAIN OR STORM SEWER, OR ANY CONSTRUCTION ACTIVITY WHICH WOULD INTERFERE WITH PUBLIC WATER MAINS, SANITARY SEWER MAINS AND STORM SEWERS SHALL BE PROHIBITED.

3. WAGONER COUNTY RURAL WATER DISTRICT NO. 4, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC WATER MAINS AND GREEN COUNTRY SEWER COMPANY, INC., OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF PUBLIC SEWER MAINS, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSE OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. WAGONER COUNTY RURAL WATER DISTRICT NO.4 AND GREEN COUNTRY SEWER COMPANY, INC., OR ITS SUCCESSORS, SHALL AT ALL TIMES HAVE RIGHT OF ACCESS TO ALL EASEMENTS DEPICTED ON THE ACCOMPANYING PLAT, OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION, FOR THE PURPOSE OF INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND WATER OR SEWER FACILITIES.

E. GAS SERVICE:

1. THE OWNER OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE UNDERGROUND GAS FACILITIES LOCATED ON THE LOT.

2. WITHIN THE DEPICTED UTILITY EASEMENT AREAS, THE ALTERATION OF GRADE OR ANY CONSTRUCTION ACTIVITY, WHICH MAY INTERFERE WITH THE UNDERGROUND GAS FACILITIES, SHALL BE PROHIBITED.

3. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL BE RESPONSIBLE FOR ORDINARY MAINTENANCE OF THE GAS FACILITIES, BUT THE OWNER SHALL PAY FOR DAMAGE OR RELOCATION OF SUCH FACILITIES CAUSED OR NECESSITATED BY ACTS OF THE OWNER, HIS AGENTS OR CONTRACTORS.

4. THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS SHALL AT ALL TIMES HAVE RIGHT OF ACCESS WITH THEIR EQUIPMENT TO ALL EASEMENT WAYS DEPICTED ON THE PLAT OR OTHERWISE PROVIDED FOR IN THIS DEED OF DEDICATION FOR THE PURPOSE ON INSTALLING, MAINTAINING, REMOVING OR REPLACING ANY PORTION OF UNDERGROUND GAS FACILITIES.

5. UNDERGROUND GAS SERVICE LINES TO ALL STRUCTURES WHICH MAY BE LOCATED WITHIN THE SUBDIVISION MAY BE RUN FROM THE NEAREST GAS MAIN TO THE POINT OF USAGE DETERMINED BY THE LOCATION AND CONSTRUCTION OF SUCH STRUCTURE AS MAY BE LOCATED UPON THE LOT, PROVIDED THAT UPON THE INSTALLATION OF A SERVICE LINE TO A PARTICULAR STRUCTURE, THE SUPPLIER OF SERVICE SHALL THEREAFTER BE DEEMED TO HAVE A DEFINITIVE, PERMANENT AND EFFECTIVE EASEMENT ON THE LOT, COVERING A 5 FOOT STRIP EXTENDING 2.5 FEET ON EACH SIDE OF THE SERVICE LINE, EXTENDING FROM THE GAS MAIN TO THE SERVICE ENTRANCE ON THE STRUCTURE.

E. GAS SERVICE: (CONTINUED)

6. THE FOREGOING COVENANTS SET FORTH IN THIS PARAGRAPH E SHALL BE ENFORCEABLE BY THE SUPPLIER OF GAS SERVICE OR ITS SUCCESSORS AND THE OWNER OF THE LOT AGREES TO BE BOUND HEREBY.

F. MUTUAL ACCESS EASEMENT:

1. THE OWNER/DEVELOPER DOES HEREBY CREATE, ESTABLISH, GRANT AND DECLARE A PRIVATE, PERMANENT AND NON-EXCLUSIVE EASEMENT OVER, THROUGH, UPON AND ACROSS THOSE PORTIONS OF THE LAND SHOWN AND DEPICTED ON THE ACCOMPANYING PLAT AS "M/AE" OR "MUTUAL ACCESS EASEMENT" FOR VEHICULAR AND PEDESTRIAN (COMMERCIAL AND NON-COMMERCIAL) INGRESS AND EGRESS TO, FROM AND BETWEEN LOTS 1 AND 2 AND THE PUBLIC STREET ADJACENT TO THE SUBDIVISION, AND SUCH EASEMENT SHALL BE APPURTENANT TO THE BENEFITTED LOT AND FOR THE MUTUAL USE AND BENEFIT OF THE RECORD OWNERS OF THE BENEFITTED LOT, THEIR SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE TENANTS, AGENTS, VENDORS, LICENSEES, CUSTOMERS, EMPLOYEES AND INVITEES. A SEPARATE RECIPROCAL EASEMENT AGREEMENT SIGNED BY THE OWNERS OF THE BENEFITTED LOT MAY BE FILED OF RECORD, AND THE TERMS OF SUCH RECIPROCAL EASEMENT AGREEMENT SHALL GOVERN THE USE AND MAINTENANCE OF SUCH MUTUAL ACCESS EASEMENT.

G. SIDEWALK EASEMENT

1. THE OWNER/DEVELOPER DOES HEREBY CREATE, ESTABLISH, GRANT AND DECLARE A NON-EXCLUSIVE, PERPETUAL RIGHT-OF-WAY, PRIVILEGE AND EASEMENT FOR THE FOLLOWING PURPOSES: PUBLIC SIDEWALK AND PUBLIC PEDESTRIAN PURPOSES; SAID EASEMENT BEING IN, ON, THROUGH, OVER, AND ACROSS THE LAND SHOWN AND DEPICTED ON THE ACCOMPANYING PLAT AS "S/E" OR "SIDEWALK EASEMENT."

H. OVERLAND DRAINAGE EASEMENT:

1. FOR THE COMMON USE AND BENEFIT OF THE OWNER OF LOTS WITHIN THE SUBDIVISION AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER/DEVELOPER HEREBY DEDICATES TO THE PUBLIC, AND HEREIN ESTABLISHES AND GRANTS PERPETUAL EASEMENTS ON, OVER AND ACROSS THOSE AREAS DESIGNATED ON THE PLAT AS "OVERLAND DRAINAGE EASEMENT" FOR THE PURPOSES OF PERMITTING THE OVERLAND FLOW OF CONVEYANCE, A DISCHARGE OF STORM WATER RUNOFF FROM THE VARIOUS LOTS WITHIN THE SUBDIVISION AND FROM THE PROPERTIES OUTSIDE THE SUBDIVISION.

2. DRAINAGE FACILITIES CONSTRUCTED IN OVERLAND DRAINAGE EASEMENTS SHALL BE ACCORDANCE WITH THE ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA AND PLANS AND SPECIFICATION APPROVED BY THE CITY ENGINEER OF THE CITY OF BROKEN ARROW.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN THE OVERLAND DRAINAGE EASEMENT AREAS, NOR SHALL THERE BE ANY ALTERATION OF THE GRADES OR CONTOURS IN THE EASEMENT AREAS, UNLESS APPROVED BY THE CITY ENGINEER OF THE CITY OF BROKEN ARROW, PROVIDED, HOWEVER, THAT THE PLANTING OF TURF OR SINGLE TRUNK TREES HAVING A CALIBER OF LESS THAN TWO AND ONE HALF (2 ½) INCHES SHALL NOT BE INCLUDED.

4. NORMAL MOWING, VEGETATION CONTROL, SILTATION MAINTENANCE, AND DEBRIS REMOVAL SHALL BE PROVIDED BY THE OWNER OF SAID EASEMENT;

I. STORM WATER DETENTION EASEMENT & PRIVATE DRAINAGE FACILITIES

1. FOR THE COMMON USE AND BENEFIT OF THE RECORD OWNERS OF LOTS AND FOR THE BENEFIT OF THE CITY OF BROKEN ARROW, OKLAHOMA, THE OWNER SHALL CONSTRUCT OR CAUSE TO BE CONSTRUCTED, THE DETENTION AND PRIVATE DRAINAGE FACILITIES WITHIN THE ADDITION, WHICH ARE NECESSARY TO MEET CITY OF BROKEN ARROW, OKLAHOMA, DETENTION AND DRAINAGE REQUIREMENTS APPLICABLE TO SAID LOTS. THE PRIVATE DRAINAGE FACILITIES LOCATED ON LOTS 1 AND 2, BLOCK 1 SHALL BE MAINTAINED BY THE OWNERS OF EACH LOT ON WHICH THE FACILITIES ARE LOCATED (THE RESPONSIBLE PARTY). PRIVATE DRAINAGE FACILITIES SERVING LOT 2 THAT CROSS LOT 1 SHALL BE MAINTAINED BY THE OWNER OF LOT 2. THE STORM WATER DETENTION FACILITY SHALL BE MAINTAINED BY THE OWNER OF LOT 2.

2. THE DETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE ADDITION SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADOPTED STANDARDS OF THE CITY OF BROKEN ARROW, OKLAHOMA, AND SPECIFICATIONS APPROVED BY THE DEPARTMENT OF PUBLIC WORKS OF THE CITY OF BROKEN ARROW, OKLAHOMA.

3. NO FENCE, WALL, BUILDING OR OTHER OBSTRUCTION MAY BE PLACED OR MAINTAINED IN, UPON OR ACROSS THOSE PORTIONS OF THE LAND SHOWN AND DEPICTED ON THE ACCOMPANYING PLAT AS "M/AE" OR "MUTUAL ACCESS EASEMENT" FOR VEHICULAR AND PEDESTRIAN (COMMERCIAL AND NON-COMMERCIAL) INGRESS AND EGRESS TO, FROM AND BETWEEN LOTS 1 AND 2 AND THE PUBLIC STREET ADJACENT TO THE SUBDIVISION, AND SUCH EASEMENT SHALL BE APPURTENANT TO THE BENEFITTED LOT AND FOR THE MUTUAL USE AND BENEFIT OF THE RECORD OWNERS OF THE BENEFITTED LOT, THEIR SUCCESSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE TENANTS, AGENTS, VENDORS, LICENSEES, CUSTOMERS, EMPLOYEES AND INVITEES. A SEPARATE RECIPROCAL EASEMENT AGREEMENT SIGNED BY THE OWNERS OF THE BENEFITTED LOT MAY BE FILED OF RECORD, AND THE TERMS OF SUCH RECIPROCAL EASEMENT AGREEMENT SHALL GOVERN THE USE AND MAINTENANCE OF SUCH MUTUAL ACCESS EASEMENT.

4. THE STORM WATER DETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE PRIVATE DRAINAGE FACILITIES SHALL BE MAINTAINED, REPAIRED OR REPLACED, AS NECESSARY, BY THE RESPONSIBLE PARTY, AS PROVIDED FOR HEREIN, IN ACCORDANCE WITH THE FOLLOWING STANDARDS:

A. THE STORM WATER DETENTION AREAS AND DRAINAGE FACILITIES SHALL BE KEPT FREE OF OBSTRUCTION AND DEBRIS.

B. THE STORM WATER DETENTION AREAS SHALL BE MOWED DURING THE GROWING SEASON AT INTERVALS NOT EXCEEDING FOUR (4) WEEKS;

C. CONCRETE APPURTENANCES LOCATED WITHIN OR SERVING THE PRIVATE DRAINAGE FACILITIES, IF ANY, SHALL BE MAINTAINED IN GOOD WORKING CONDITIONS; AND,

D. TRICKLE CHANNELS, IF ANY, LOCATED WITHIN THE PRIVATE DRAINAGE FACILITIES SHALL BE CLEARED OF SILTATION AND VEGETATION AT LEAST TWICE YEARLY.

5. IN THE EVENT OF THE FAILURE OF THE RESPONSIBLE PARTY TO PROPERLY MAINTAIN, REPAIR OR REPLACE THE STORM WATER DETENTION AND/OR DRAINAGE FACILITIES, IN ACCORDANCE WITH THE TERMS OF THIS DEED OF DEDICATION OR IN THE EVENT OF THE PLACEMENT OF A PERMANENT OBSTRUCTION WITHIN SAID STORM WATER DETENTION AND/OR DRAINAGE FACILITIES OR THE PERMANENT ALTERATION OF THE GRADE OR CONTOUR THEREOF, THE CITY OF BROKEN ARROW, OKLAHOMA OR ITS DESIGNATED CONTRACTOR, MAY NOTIFY THE RESPONSIBLE PARTY IN WRITING OF SUCH ISSUE AND IF THE RESPONSIBLE PARTY DOES NOT REMEDY SUCH ISSUE OR COMMENCE TO REMEDY SUCH ISSUE WITHIN THIRTY (30) DAYS FROM THE DATE THE RESPONSIBLE PARTY RECEIVES NOTICE FROM THE CITY OF BROKEN ARROW, THEN THE CITY OF BROKEN ARROW, OKLAHOMA OR ITS REPRESENTATIVE MAY ENTER SAID PROPERTY AND PERFORM MAINTENANCE, REPAIRS OR REPLACEMENTS NECESSARY TO ACHIEVE THE DRAINAGE AND DETENTION FUNCTIONS INTENDED BY THE APPROVED PLANS AND SPECIFICATIONS THEREOF, AND REMOVE ANY OBSTRUCTION OR CORRECT ANY ALTERATIONS OF GRADE OR CONTOURS, AND THE COST THEREOF SHALL BE ALLOCATED TO AND PAID BY THE RESPONSIBLE PARTY. IN THE EVENT THE RESPONSIBLE PARTY FAILS TO PAY THE COST OF SUCH MAINTENANCE, REPAIRS OR REPLACEMENT, REMOVAL OF OBSTRUCTION OR CORRECTION OR ALTERATION OF GRADE OR CONTOURS PERFORMED BY THE CITY OF BROKEN ARROW, OKLAHOMA, OR ITS DESIGNATED CONTRACTOR WITHIN THIRTY (30) DAYS AFTER COMPLETION OF SUCH ACTIVITIES AND RECEIPT OF A STATEMENT OF THE COSTS THEREFOR, THE CITY OF BROKEN ARROW OKLAHOMA, MAY FILE OF RECORD A COPY OF THE STATEMENT OF COST, AND THEREAFTER THE COST SHALL BE A LIEN AGAINST THE RESPONSIBLE PARTY. A LIEN ESTABLISHED AS ABOVE PROVIDED MAY BE FORECLOSED BY THE CITY OF BROKEN ARROW, OKLAHOMA IN ACCORDANCE WITH APPLICABLE LAWS.

SECTION II. DEVELOPMENT STANDARDS

SUBJECT PROPERTY SHALL BE DEVELOPED IN ACCORDANCE WITH THE CITY OF BROKEN ARROW ZONING CODE.

A. BULK AND AREA REQUIREMENTS

ALL LOTS SHALL BE DEVELOPED IN ACCORDANCE WITH THE ZONING ORDINANCE AND THE USE AND DEVELOPMENT REGULATIONS OF THE COMMERCIAL GENERAL DISTRICT.

1. GROSS LAND AREA: 19.2439 ACRES

2. NET LAND AREA: 16.6231 ACRES

3. PERMITTED USES:

THOSE USES PERMITTED BY RIGHT WITHIN THE COMMERCIAL GENERAL DISTRICT (CG).

4. MAXIMUM PERMITTED FLOOR AREA: NONE

5. MINIMUM LOT WIDTH: 200'

6. MINIMUM LOT AREA: NONE

7. MAXIMUM BUILDING HEIGHT: NONE

8. OFF-STREET PARKING:

AS REQUIRED BY THE CITY OF BROKEN ARROW ZONING CODE FOR EACH USE. GROSS ACCESS AND PARKING SHALL BE PERMITTED BETWEEN ALL LOTS WITHIN THE SUBDIVISION.

9. MINIMUM BUILDING SETBACK REQUIREMENTS:

FROM DEARBORN ST. AS PER THE CITY OF BROKEN ARROW ZONING CODE

(E. 41ST ST. S.) RIGHT OF WAY

FROM NORTH 23RD ST. AS PER THE CITY OF BROKEN ARROW ZONING CODE

(S. 193RD AVE. E.) RIGHT OF WAY

FROM NORTH PROPERTY LINE AS PER THE CITY OF BROKEN ARROW ZONING CODE

FROM EAST PROPERTY LINE AS PER THE CITY OF BROKEN ARROW ZONING CODE

10. MINIMUM PARKING SETBACK:

FROM THE EAST BOUNDARY 10 FT

FROM THE SOUTH BOUNDARY 10 FT

FROM THE NORTH BOUNDARY 10 FT

FROM THE WEST BOUNDARY 10 FT

11. MINIMUM LANDSCAPE REQUIREMENT:

ALL LANDSCAPING SHALL MEET THE REQUIREMENTS OF SECTION 5.2(B) OF THE CURRENT ZONING ORDINANCE.

12. SIGNAGE:

ALL SIGNAGE SHALL MEET THE REQUIREMENTS OF SECTION 5.7(C) OF THE CURRENT ZONING ORDINANCE.

13. PARKING LOT LIGHTING:

ALL SIGNAGE SHALL MEET THE REQUIREMENTS OF SECTION 5.6(D) OF THE CURRENT ZONING ORDINANCE.

14. BUILDING FACADES:

ALL BUILDING FACADES SHALL MEET THE MASONRY REQUIREMENTS OF SECTION 5.8.G OF THE ZONING ORDINANCE.

15. SCREENING:

ALL SIGNAGE SHALL MEET THE REQUIREMENTS OF SECTION 5.2(D) OF THE CURRENT ZONING ORDINANCE.

16. TRASH ENCLOSURES:

TRASH ENCLOSURES SHALL BE SCREENED IN ACCORDANCE WITH SECTION 5.2(D) OF THE CURRENT ZONING ORDINANCE. ANY LOOSE TRASH SHALL BE COLLECTED BY THE LOT OWNER IMMEDIATELY AND DISPOSED OF PROPERLY.

17. LOADING HOURS:

NO TRUCK LOADING OR UNLOADING SHALL OCCUR BETWEEN 10:00 P.M. AND 6:00 A.M.

18. ACCESS AND CIRCULATION:

ALL ACCESS POINTS SHALL BE IN ACCORDANCE WITH THE ZONING ORDINANCE.

SECTION III: ENFORCEMENT, DURATION, AMENDMENT AND SEVERABILITY

A. ENFORCEMENT:

1. THE RESTRICTIONS HEREIN SET FORTH ARE COVENANTS TO RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNER/DEVELOPER, ITS SUCCESSORS AND ASSIGNS. WITHIN THE PROVISIONS OF SECTION I: UTILITIES AND EASEMENTS ARE SET FORTH CERTAIN COVENANTS AND THE ENFORCEMENT RIGHTS PERTAINING THERETO, AND ADDITIONALLY THE COVENANTS WITHIN SECTION I WHETHER OR NOT SPECIFICALLY THEREIN SO STATED SHALL INURE TO THE BENEFIT OF AND SHALL BE ENFORCEABLE BY THE CITY OF BROKEN ARROW, OKLAHOMA.

B. DURATION

1. THESE RESTRICTIONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, SHALL BE PERPETUAL BUT IN ANY EVENT SHALL BE IN FORCE AND EFFECT FOR A TERM OF NOT LESS THAN THIRTY (30) YEARS FROM THE DATE OF THE RECORDING OF THIS DEED OF DEDICATION UNLESS TERMINATED OR AMENDED AS HEREINAFTER PROVIDED.

C. AMENDMENT

1. THE COVENANTS CONTAINED WITHIN SECTION I: UTILITIES AND EASEMENTS MAY BE AMENDED OR TERMINATED AT ANY TIME BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE OWNER OF THE LAND TO WHICH THE AMENDMENT OR TERMINATION IS TO BE APPLICABLE AND APPROVED BY THE BROKEN ARROW PLANNING COMMISSION, OR ITS SUCCESSORS AND THE CITY OF BROKEN ARROW, OKLAHOMA. THE PROVISIONS OF ANY INSTRUMENT AMENDING OR TERMINATING COVENANTS AS ABOVE SET FORTH SHALL BE EFFECTIVE FROM AND AFTER THE DATE IT IS PROPERLY RECORDED.

D. SEVERABILITY

1. INVALIDATION OF ANY RESTRICTION SET FORTH HEREIN, OR ANY PART THEREOF, BY AN ORDER, JUDGMENT, OR DECREE OF ANY COURT OR OTHERWISE, SHALL NOT INVALIDATE OR AFFECT ANY OF THE OTHER RESTRICTIONS OR ANY PART THEREOF AS SET FORTH HEREIN, WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

ENGINEER: SHANNON D. JOHANNING, P.E.



5304 E. Independence Dr.  
Union, Missouri 63084

636-584-0540 (tel.)  
636-584-0512 (fax)  
mjd@cochraneeng.com

• Civil Engineering  
• Land Surveying  
• Architecture  
• Site Development  
• General Consulting  
• Master Planning

CERTIFICATE OF AUTHORIZATION NO. 6917 - EXPIRES JUNE 30, 2018

IN WITNESS WHEREOF THE UNDERSIGNED HAVING CAUSED THIS INSTRUMENT TO BE EXCEUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST

BY: TERESA HIBBARD, DIRECTOR OF DESIGN & PROJECT MANAGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS DAY OF \_\_\_\_\_, 20\_\_\_\_ BY TERESA HIBBARD, AS DIRECTOR OF DESIGN & PROJECT MANAGEMENT OF WAL-MART REAL ESTATE BUSINESS TRUST, A DELAWARE STATUTORY TRUST.

NOTARY PUBLIC: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

IN WITNESS WHEREOF THE UNDERSIGNED HAVING CAUSED THIS INSTRUMENT TO BE EXCEUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CATHELEEN M. TAMMEN FAMILY TRUST

BY: CATHELEEN MAE TAMMEN, TRUSTEE

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS DAY OF \_\_\_\_\_, 20\_\_\_\_ BY CATHELEEN MAE TAMMEN, AS TRUSTEE OF THE CATHELEEN M. TAMMEN FAMILY TRUST.

NOTARY PUBLIC: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

IN WITNESS WHEREOF THE UNDERSIGNED HAVING CAUSED THIS INSTRUMENT TO BE EXCEUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

CERTIFICATE OF SURVEY:

I, RANDALL A. MANSFIELD, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT I HAVE CAREFULLY AND ACCURATELY SURVEYED, SUBDIVIDED, AND PLATTED THE TRACT OF LAND DESCRIBED ABOVE, AND THAT THE ACCOMPANYING PLAT DESIGNATED HEREIN AS **COUNTYLINE CROSSINGS**, AN ADDITION TO THE CITY OF BROKEN ARROW, WAGONER COUNTY, OKLAHOMA IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY MADE ON THE GROUND AND MEETS OR EXCEEDS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING.

WITNESS MY HAND AND SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

BY: RANDALL A. MANSFIELD, LICENSED PROFESSIONAL LAND SURVEYOR OKLAHOMA NO. 1613

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS)

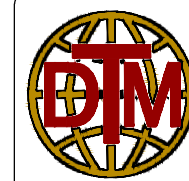
THE FOREGOING CERTIFICATE OF SURVEY WAS ACKNOWLEDGED BEFORE ME ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY RANDALL A. MANSFIELD, AS A LICENSED PROFESSIONAL LAND SURVEYOR.

NOTARY PUBLIC: \_\_\_\_\_

MY COMMISSION NUMBER: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

SURVEYOR: RANDALL A. MANSFIELD, P.L.S.



DODSON - THOMPSON - MANSFIELD, PLLC

20 NE 38th Street Phone: 405-601-7402 email: randym@dtm-oc.com  
Oklahoma City, OK 73105 Fax: 405-601-7421

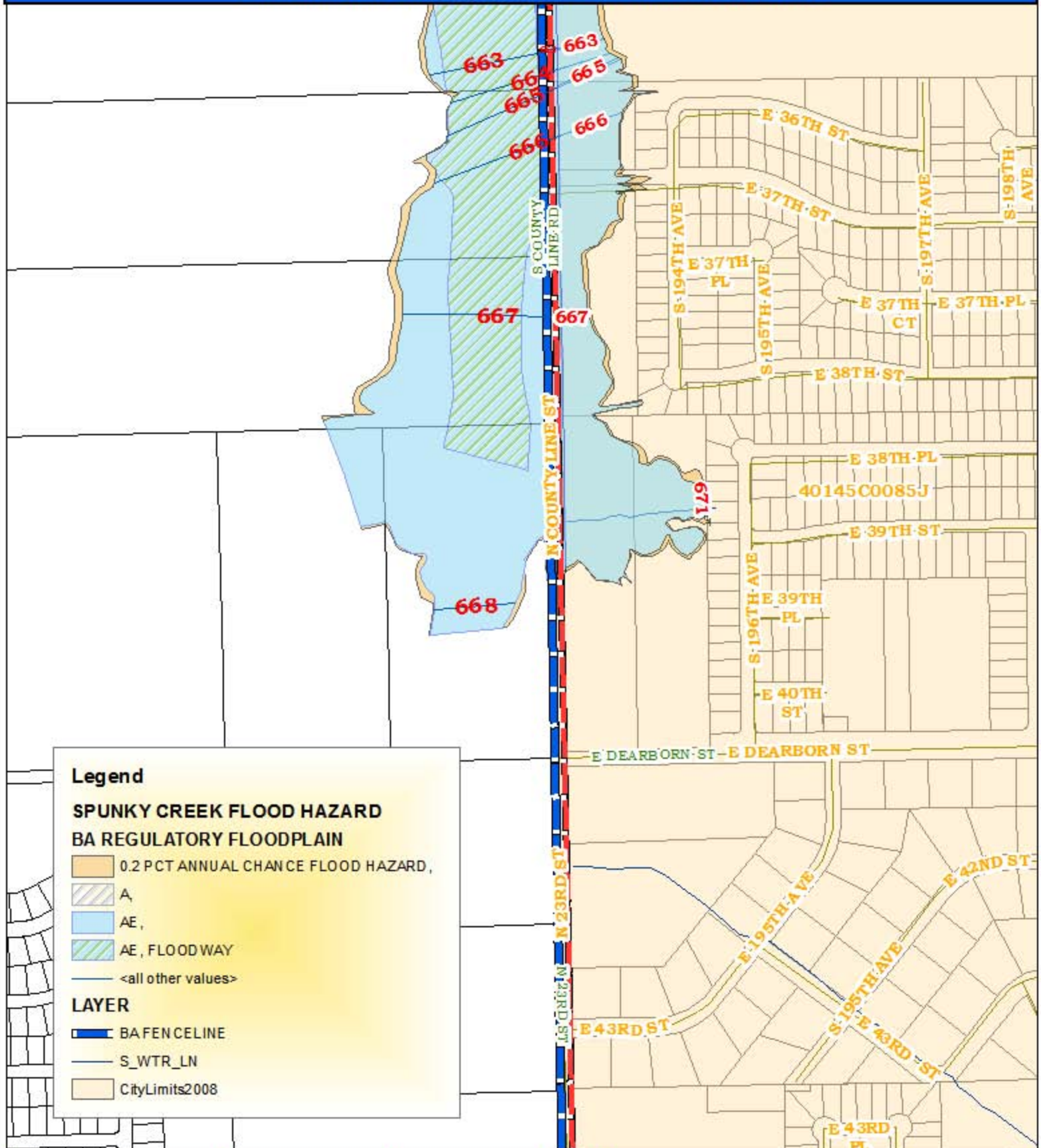
Surveying - Engineering - Planning

CERTIFICATE OF AUTHORIZATION NO: 6391 EXPIRES JUNE 30, 2018

CASE NO: PT15-108

Sheet: 2 of 2





## Legend

### SPUNKY CREEK FLOOD HAZARD BA REGULATORY FLOODPLAIN

- 0.2 PCT ANNUAL CHANCE FLOOD HAZARD,
- A<sub>1</sub>
- AE<sub>1</sub>
- AE<sub>1</sub> FLOODWAY
- <all other values>

### LAYER

- BA FENCELINE
- S\_WTR\_LN
- CityLimits2008



City of Broken Arrow  
Engineering & Construction

A City  
Where Opportunity Lives  
And Character Counts

Mapping Provided  
By BA GIS



FEMA DP IRMS FOR FLOOD  
INSURANCE RATE MAPS



Broken Arrow  
Regulatory Floodplain  
2016

# Real Estate and Design

Michael Thomas, Director of Design

October 10, 2016

Mr. Herbert  
Email  
City of Broken Arrow  
(jherbert@brokenarrowok.gov) 220 S First Street  
Broken Arrow, OK 74012

SENT VIA:

RE: Walmart Neighborhood Market Store No. 4662-00  
Broken Arrow, Oklahoma  
Project No. 14-5835

Mr. Herbert,

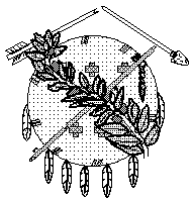
Pursuant to your request, Walmart agrees to file an amended plat for the Countyline Crossings subdivision after FEMA approves the LOMR-F for the project for the purpose of updating the 100-year flood plain boundary.

Please contact Elliott Reed with Cochran Engineering with any questions or comments.

Sincerely,



Michael Thomas  
Director of Design



# City of Broken Arrow

## Fact Sheet

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**File #: 16-1264, Version: 1**

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**Broken Arrow Municipal Authority  
Meeting of 10-18-2016**

**To: Chairman and Authority Members**  
**From: General Services Department**  
**Title:**

**Consideration, discussion, and possible approval of and authorization to execute an agreement between the Broken Arrow Municipal Authority (BAMA) and the Covanta Tulsa Renewable Energy, LLC (Covanta) for the disposal of residential refuse and energy recovery at the Covanta Energy from Waste Plant**

**Background:**

On December 1, 2006, the Broken Arrow Municipal Authority (BAMA) entered into a contract with Waste Management for disposal of the City's residential solid waste. The Waste Management contract is set to expire November 30, 2016 and staff has been working to establish new agreements for waste disposal that are more environmentally friendly and that satisfies our waste disposal needs.

There are only three locations in this area where the City can dispose of the residential refuse it collects from our customers. The locations are:

- Waste Management Landfill located in Tulsa off 46<sup>th</sup> North
- Covanta Energy from Waste (EfW) Plant located in West Tulsa
- American Environmental Landfill located west of Sands Springs

Considering the locations of the three available disposal options, only two are close enough for us to consider, Waste Management Landfill and the Covanta Waste to Energy Plant.

In consideration of these locations the following factors were taken into account:

- Cost
- Distance to site
- Fuel costs
- Accident exposure in getting to the site
- Travel time to the site (distance and traffic)
- Tipping fees
- Tipping wait times
- Turnpike fees
- Citizen access for Free Dump Day services
- Are additional crews needed?

The tipping fees at Covanta are based on the agreement between Covanta and the Tulsa Authority for Recovery of Energy (TARE). In that agreement, the same pricing and terms are extended to area communities under separate agreements between Covanta and the community. In addition to substantially less tipping fees than

our current fees at the landfill, disposing waste with Covanta is environmentally friendly and is a responsible alternative to landfill disposal. Furthermore, the EfW Plant reduces the volume of waste to be disposed of in a sustainable manner while generating valuable renewable energy resulting in a net reduction of greenhouse gas emissions when compared to conventional landfill practices. For these reasons, staff recommends approving the agreement with Covanta for the disposal of residential refuse. The Agreement shall commence as of December 1, 2016, and shall remain in effect until June 20, 2022. After this initial term, TARE may renew the agreement for two (2) additional two (2) years terms, upon which BAMA may elect to renew same.

As Covanta's EfW Plant is not conducive to being able to hold our citizen free dump days and cannot accept certain non-processable items such as large furniture, appliances, etc., a separate contract for landfill disposal will be required. These non-processable items will be collected by our crews under our existing bulky waste pick up program and transported to the landfill. Cost associated with bulky pick up services will not change.

Upon approval of this contract the Staff will advise all customers of this change through the attached correspondence. Staff recommends the agreement be approved.

**Cost:** **\$490,000 annually or \$12.24 per ton , including state fees (Based on a projected 40,000 tons of refuse to be collected in Fiscal Year 2017)**

**Prepared By:** **Lee Zirk, General Services Department**

**Reviewed By:** **Finance Department  
Assistant City Manager- Administration  
Legal Department**

**Approved By:** **Michael L. Spurgeon, City Manager**

**Attachments:** **Covanta/BAMA agreement  
Letter informing customers of change in disposal locations  
TARE/Covanta price confirmation  
Waste Management/Covanta cost comparison**

**Recommendation:**

Approve the agreement between The Broken Arrow Municipal Authority and Covanta Tulsa Renewable Energy, LLC and authorize its execution

## **MUNICIPAL SOLID WASTE DISPOSAL AND ENERGY RECOVERY AGREEMENT**

This Municipal Solid Waste Disposal and Energy Recovery Agreement (this “**Agreement**”) is entered into as of October 18th, 2016. The effective date shall be December 1, 2016 (“**Effective Date**”), by and between Covanta Tulsa Renewable Energy, LLC, a Delaware limited liability company (“**Covanta**”), and the Broken Arrow Municipal Authority, an Oklahoma public trust of which the City of Broken Arrow is the sole beneficiary (“**BAMA**”). Covanta and BAMA are sometimes referred to individually as a “**Party**,” and collectively as the “**Parties**.”

### **Recitals**

WHEREAS, Covanta operates an energy-from-waste facility located at 2122 S Yukon Avenue, Tulsa, Oklahoma 74107 (the “**Recovery Facility**”);

WHEREAS, Covanta has entered into that certain agreement with the Tulsa Authority for Recovery of Energy as of May 17, 2012 (the, “**TARE Agreement**”); and BAMA desires to deliver, and Covanta desires to accept for disposal and energy recovery at the Recovery Facility, certain quantities of Acceptable Recovery Facility Waste (hereinafter defined), in accordance with and subject to the provisions of this Agreement and on the same pricing terms contained within that certain **TARE Agreement**.

### **Agreement**

NOW, THEREFORE, in consideration of the premises and of the mutual obligations undertaken herein, and intending to be legally bound, the parties hereby agree as follows:

## **ARTICLE 1 – CERTAIN DEFINATIONS**

As used in this Agreement, the following terms shall have the meanings as set forth below:

“**Acceptable Recovery Facility Waste**” means mixed household solid waste generated within the boundaries of the City of Broken Arrow by residents and (i) which has the characteristics of solid waste normally collected or disposed of by residences, schools, churches and municipal offices and (ii) which is permitted under Applicable Law to be accepted at and processed by the Recovery Facility and which is not Unacceptable Recovery Facility Waste. Acceptable Recovery Facility Waste must be of a size and composition such that the Recovery Facility is able to process it.

“**Acceptance Fee**” means the rates and adjustments contained within that certain TARE Agreement. The fee adjustment will be reviewed by BAMA for adjustment pursuant to the terms of the TARE Agreement, effective each July 1<sup>st</sup> for the term of this Agreement. The annual rate adjustment shall not exceed five percent (5.00%) per year, *provided that* any Change in Law Costs associated with changes in pricing for sewer and water utilities shall be calculated separately and excluded from the adjustment limitation contained herein. Any adjustment to the rate must be approved by BAMA. In the event that BAMA does not approve the rate adjustment prior to the July 1st effective date, an adjustment approved after that date will be retroactive to July 1.

Acceptance Fee includes an annual escalation rate substantially similar to the example below plus applicable ODEQ (hereinafter defined) fees, and any Change in Law Costs due to a Change in Law that comes into effect after the effective date.

**Example:** Assume that the CPI-All Urban Consumers, Item: All items unadjusted Index for June 2016 is 114.5 and on June 2015 it was 105.5. The calculation for the annual rate adjustment to be applied on July 1, 2017 is as follows:

$$\frac{114.5 - 105.5}{105.5} = 8.06\%$$

and

**Total Annual Adjustment = 5.00 %**

**Then**

**Total annual adjustment applied to the rate = 5.00% of effective July 1, 2017**

**“Affiliate”** shall mean Covanta Holding Corporation and/or any entity, fifty percent (50%) or more of which is owned, directly or indirectly, or controlled by Covanta Holding Corporation.

**“Applicable Law”** means each and every applicable Federal, state, county, city or local law, statute, charter, ordinance, rule, regulation, order, Consent, permit, license or approval of any governmental, quasi-governmental, regulatory or administrative agency or authority or court or other tribunal having jurisdiction.

**“Billing Period”** means each calendar month during the Delivery Term.

**“Change in Law”** means (A) the adoption, promulgation, issuance, modification, or official change in interpretation, after the Effective Date, of any federal, state, or local law, bylaw, ordinance, code, regulation, rule, or ruling; (B) the imposition, after the Effective Date, of any condition on the issuance, reissuance, or continued effectiveness of any permit, license, or approval relating to the Recovery Facility which establishes requirements more burdensome than those (i) imposed as of the Effective Date or (ii) proposed in any application for permits, licenses, or approvals relating to the Recovery Facility or those pending before any regulatory authority of the Effective Date; (C) any change in the price of municipal sewer and water utilities that the City of Tulsa charges to Covanta as documented through an adjustment(s) in the TARE Agreement; or (D) the order or judgment or other action of any federal, state or local court, administrative agency, or governmental body relating to the Recovery Facility, including the suspension, termination, interruption, or non-renewal of any permit, license, consent, authorization, or approval affecting the acquisition, design, construction, equipping, start-up, operation, maintenance, ownership, use, or possession of any part of the Recovery Facility, if not the result of Covanta’s willful or negligent

action or the failure of Covanta to act in accordance with this Agreement or Applicable Law in effect as of the Effective Date; provided, however, that the contesting in good faith of any such suspension, termination, interruption or non-renewal shall not constitute or be construed to constitute a willful or negligent action or inaction; provided, further, that for purposes of clause (A) above, no pending legislation or proposed or draft law, by-law, ordinance, code, regulation, rule, or ruling circulated or published for review and comment, or official announcement of anticipated changes in rules, regulations or interpretive position, which by its terms or by operation of law is not immediately effective, shall be considered to have been adopted, promulgated, or issued, and no announced modification or official change in interpretation similarly not immediately effective shall be deemed to have occurred, prior to the date that it becomes effective, either temporarily or permanently, notwithstanding the existence of provisions therein purporting to make such law, by-law, ordinance, code, regulation, rule or ruling or modification or change in interpretation thereof effective retroactively as of some earlier date.

**“Change in Law Costs”** means, for any twelve-month period, the sum of:

- (i) the amount, if any, of the estimated decreased revenues from:
  - (A) the sale of steam or electricity generated by the Recovery Facility,
  - (B) the disposal of solid waste at the Recovery Facility, and
  - (C) the sale of metals recovered by the Recovery Facility, resulting from a Change in Law, and
- (ii) the amount, if any, of the estimated increased operating and capital costs of the Recovery Facility resulting from a Change in Law; provided, however, that Change in Law Costs shall not include any costs resulting from increases in the amount of any income tax payable by or on behalf of Covanta or any affiliated entity (other than a new or increased tax specifically imposed upon or borne by solid waste disposal facilities, electric generation facilities, resource recovery facilities or other similar facilities, or by the owners or operators of any such facilities). For purposes of this definition, the annual amount of increased capital costs shall include the projected annual debt service on indebtedness incurred to finance such capital costs and, to the extent Covanta financed costs thereof without incurring debt, amortization of the cost thereof at an assumed interest rate equal to the Prime Rate at the time the capital cost is incurred over the useful life of the improvements with respect to which such capital costs were incurred.
- (iii) Any Change in Law Costs associated with changes to utilities pricing shall be on a pro rata basis and documented via adjustment(s) to the TARE Agreement.

**“Consent”** means any consent, approval, authorization, waiver, permit, grant, franchise, concession, agreement, license, exemption or order of, registration, certificate, declaration or filing with, or report or notice to, any governmental, quasi-governmental, regulatory or judicial body, entity, authority or tribunal.

**“Construction and Demolition Waste”** means wastes from construction and demolition operations and shall include, but shall not be limited to concrete, bricks, plumbing fixtures, plastics, and lumber.

**“Delivery Term”** means the period of time commencing of the Effective Date and lasting as long as the TARE Agreement shall be in effect, but in no event shall such period extend beyond June 30, 2022 at 11:59 p.m. Notwithstanding the foregoing, if the parties to the TARE Agreement renew the TARE Agreement, this Agreement shall so renew for an equal period of time subject to the Parties’ mutual agreement. If the TARE Agreement shall no longer be in full legal effect, then this Agreement shall terminate. In this event, both parties reserve the right to establish a new contract or reestablish the existing contract

**“Eligible Disaster Debris”** means Eligible Disaster Debris shall mean vegetative waste, qualifying for and meeting the most current stipulated requirements for debris removal reimbursement as stipulated by Federal Emergency Management Agency.

**“FOB”** means freight on board.

**“Hazardous Waste”** shall have the meaning set forth in Oklahoma Statutes §27A-2-7-103, as amended from time to time.

**“Indemnifying Party,” “Indemnified Party,” and “Indemnified Parties”** have the meanings specified in Section 5.02 hereof.

**“Loss” and “Losses”** have the meanings specified in Section 5.02 hereof.

**“ODEQ”** means the Oklahoma Department of Environmental Quality.

**“Recovery Facility Receiving Times”** means Monday through Friday from 5:30 am to 5:30 pm CENTRAL TIME, exclusive of Holidays, or such other times as specified by Covanta upon thirty (30) days prior to written notice when Covanta will staff the scale house. For the purpose of this Agreement, a Holiday means the following:

- a. New Year’s Day;
- b. Memorial Day;
- c. Independence Day;
- d. Labor Day;
- e. Thanksgiving Day; and
- f. Christmas Day.

If a Holiday occurs on a Monday through Friday, Covanta shall operate the Recovery Facility on Saturday from 6:00 am, Central Time to 2:00 pm, CENTRAL TIME. Notwithstanding the previous, the Recovery Facility shall not receive Acceptable Solid waste during scheduled Recovery Facility outages for which Covanta has given the BAMA at least thirty (30) days advance written notice.



BAMA will be assigned Driver Assisted Terminal (DAT) cards for each vehicle which will allow twenty-four (24) hour per day access to the Recovery Facility.

**“Term”** has the meaning specified in Section 7.01 hereof.

**“Ton”** means a “short ton” of 2,000 pounds.

**“Unacceptable Recovery Facility Waste”** means: Unacceptable Waste shall mean Eligible Disaster Debris; Hazardous Waste; Construction and Demolition Waste; poisons; acids; caustics; explosives; body wastes not contained within garbage bag(s); automobile frames; materials which may cause damage to the Recovery Facility or Recovery Facility personnel; animal excreta or any article or substances soiled by human or animal excreta that has not been wrapped and tightly sealed in moisture proof paper or wrapping; refuse which has been combined or mixed with any of the above-mentioned items; and any materials which cannot be processed at the Recovery Facility, which can cause the Recovery Facility operations problems, which would have a reasonable possibility of causing injury to health, safety, or property, or are prohibited by Applicable Law or Recovery Facility Consent requirements.

**“Uncontrollable Circumstance” or “UCC”** means any act, event or condition, occurring on or after the Effective Date, that has had, or may reasonably be expected to have, a material adverse effect on the rights or the obligations of a Party under this Agreement, or a material adverse effect on the Recovery Facility, if such act, event or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement. UCC’s may include, but shall not be limited to, the following:

(a) an act of God, landslide, lightning, earthquake, fire, explosion, flood, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance or any similar occurrence;

(b) the order and/or judgment of a federal, state or local court, administrative agency or governmental body;

(c) the suspension, termination, interruption, denial or failure of renewal of any Consent essential to the operation of the Recovery Facility;

(d) a labor dispute, strike, work slowdown or work stoppage involving essential employees or contractors;

(e) a Change in Law;

(f) the partial or entire loss of, inability to obtain, or delay in the provision of any utility services, including water, sewage, fossil fuels and electric power, necessary for operation of the Recovery Facility or blockage of access to the Recovery Facility;

(g) the inability of Covanta to obtain required supplies from anywhere within the continental United States; or

(h) the condemnation, taking, seizure, involuntary conversion or requisition of title to or use of the Recovery Facility or any portion thereof by action of any federal, state, county or local governmental, quasi-governmental or regulatory agency or authority.

## **ARTICLE II – DELIVERY AND ACCEPTANCE OF WASTE**

**2.01 Acceptable Recovery Facility Waste.** Subject to the provisions of Section 2.05, during the Delivery Term, BAMA shall make Covanta its primary disposal option, and may deliver or cause to be delivered FOB to the Recovery Facility, and Covanta shall accept, Acceptable Recovery Facility Waste generated within the municipal boundaries of the City. BAMA shall deliver or cause to be delivered Acceptable Recovery Facility Waste to the Recovery Facility during Recovery Facility Receiving Times or via DAT, and shall comply with the hauler's rules and regulations of the Recovery Facility, as those rules and regulations are generally applied and are amended from time to time by Covanta, in the delivery and disposal of Acceptable Recovery Facility Waste at the Recovery Facility. BAMA will advise Covanta regarding anticipated Acceptable Recovery Facility Waste tonnage changes associated with implementation of recycling or other causes that could increase or decrease deliveries so that Covanta can effectively plan Recovery Facility operations.

### **2.02 Exception for Recyclables**

Any recyclable material collected by BAMA under any future recycling program is exempt from this agreement. Recycling program rejects, which shall mean the municipal solid waste material that is not recyclable but rejected from the recycling process, will be delivered to the Recovery Facility. Diverting recyclable materials collected by BAMA to Covanta may be implemented with prior approval from Covanta.

**2.03 Weighing of Waste Deliveries.** Covanta shall cause to be maintained weighing facilities at the Recovery Facility for the purpose of determining the total tonnage of Acceptable Recovery Facility Waste delivered to the Recovery Facility. The weighing facilities at the Recovery Facility shall be tested for accuracy at least once each calendar year, at the expense of the Recovery Facility of such weighing facilities, and a copy of the most recent test results shall be disclosed to the other Party upon request.

### **2.04 Inadvertent Deliveries of Unacceptable Recovery Facility Waste; Removal of Same; Title.**

Covanta may inspect each delivery to the Recovery Facility made by or on behalf of BAMA and may weigh the delivery vehicle both before and after it is unloaded. Subject to Applicable Law, Covanta may reject any portion of a delivery by or on behalf of BAMA that Covanta determines does not constitute Acceptable Recovery Facility Waste, either before or after said delivery has been emptied from the delivery vehicle, and in conjunction with such rejection, Covanta may also reject the entire contents of a delivery vehicle if Covanta determines that a portion is Unacceptable Recovery Facility Waste. Covanta further may remove from the Recovery Facility, transport and dispose of all Unacceptable Recovery Facility Waste from BAMA, transport and dispose of all Unacceptable Recovery Facility Waste delivered by or on behalf of BAMA, as BAMA's agent to BAMA's alternative location, Waste Management's Quarry Landfill. The fee for disposal shall

be no more than the fee charged to BAMA under the agreement between BAMA and Waste Management for Solid Waste Disposal. The fee for disposal shall be billed directly to BAMA. Removal, transport and disposal of Unacceptable Recovery Facility Waste shall be accomplished in accordance with Applicable Laws. Title to Unacceptable Recovery Facility Waste never shall pass to Covanta; title to Acceptable Recovery Facility waste shall pass to Covanta after inspection and acceptance at the Recovery Facility by Covanta.

#### **2.05 Priority Access.**

During all hours Covanta shall provide priority access to BAMA vehicles ahead of vehicles discharging materials on behalf of Covanta's other customers, the same as provided for the other regional cities served by Covanta other than the City of Tulsa vehicles or those vehicles working on behalf of the City of Tulsa.

#### **2.06 Diversion of Waste Deliveries.**

Covanta may divert Acceptable Recovery Facility Waste due to facility outage or other reason. In the event of such diversion, Covanta may divert, and BAMA may deliver, such Acceptable Recovery Facility Waste to BAMA's alternative location, or other mutually agreeable alternative location. Covanta shall be responsible for any cost for the disposal at the alternative site and shall invoice BAMA pursuant to the rates in this Agreement. Covanta shall immediately notify BAMA by telephone in the event Covanta elects to divert BAMA deliveries.

BAMA may divert, due to excessive wait times from Recovery Facility delays and/or excessive wait times from high set outs due to holiday pick up schedules. BAMA shall make all reasonable efforts to cause all such Acceptable Recovery Facility Waste to be delivered to the Recovery Facility throughout the year, subject to seasonal fluctuations in waste flow and holidays. In the event total wait times (turnaround time plus wait time in line to get to scales) at Covanta exceeds 45 minutes, BAMA may elect to divert its Acceptable Recovery Facility Waste to BAMA's alternative location. BAMA shall immediately notify Covanta by telephone in the event BAMA elects to divert BAMA deliveries due to excessive wait times. Covanta will communicate Recovery Facility operational conditions which could create wait times as far in advance as possible. Covanta shall not be responsible for any BAMA cost for the disposal at the alternative site if BAMA elects to divert due to excessive wait times.

For the purpose of this Agreement, high set outs typically occur:

- a. The Monday and Tuesday following Thanksgiving Day weekend;
- b. The next two pick up days following Christmas Eve and Christmas Day;
- c. The Monday following a Thursday holiday;
- d. The Tuesday following a Friday holiday;
- e. Two weeks following a major storm event;

For the purpose of this Agreement, BAMA refuse Holidays include the following:

- a. New Year's Day;

- b. Martin Luther King Day;
- c. Good Friday;
- e. Memorial Day;
- f. Independence Day;
- g. Labor Day;
- h. Veterans Day;
- e. Thanksgiving Day and the day following;
- f. Christmas Eve and Christmas Day

**2.07 Optional Renewal.** After the sixth (6<sup>th</sup>) anniversary of the Effective Date, BAMA shall have the option to renew this Agreement for up to two (2) additional two (2) year optional renewal terms, provided that the TARE Agreement has been so renewed. Covanta may prohibit BAMA from exercising an optional renewal terms by providing written notice on or before twelve (12) months preceding the scheduled date of expiration of the term or the then current optional renewal term of this Agreement. If Covanta does not provide such written notice to BAMA, BAMA may upon written notice to Covanta not later than one hundred twenty (120) calendar days preceding such date or the then current optional renewal term of the Agreement exercise such optional renewal term by such notice. This provision in no way limits BAMA'S right to terminate this Agreement at any time during the Delivery Term.

### **ARTICLE III – SERVICE AND TIP FEE PAYMENTS**

**3.01 Service and Tip Fees.** As compensation for the services to be rendered hereunder, for which Covanta shall invoice BAMA on a monthly basis as provided in Section 3.02: BAMA shall pay to Covanta the Acceptance Fee as written herein.

**3.02 Billing.** Covanta shall provide to BAMA an invoice for each calendar month during the Term for any amounts owed hereunder by BAMA to Covanta within ten (10) days of the end of such calendar month, and BAMA shall pay, reasonably dispute or partially pay and partially reasonably dispute the invoice within thirty (30) days after its receipt thereof. Covanta shall invoice BAMA at the address set forth in Article VII in accordance with the following to the Recovery Facility.

(a) The invoice shall set forth the total tonnage of Acceptable Recovery Facility Waste delivered by or on behalf of BAMA to Recovery Facility as weighed upon delivery to the Recovery Facility.

(b) The invoice shall set forth a calculation showing the Acceptance Fee multiplied by the number of tons of Acceptable Recovery Facility Waste and the calculation and a reasonably-detailed description of any other amounts claimed to be due to Covanta from BAMA hereunder.

(c) All such invoices submitted shall be generated on the basis of the official weigh scale records or tickets as of the delivery to the Recovery Facility. A detailed report substantiating the invoice shall include gross weight, tare weight, net weight, date, time and vehicle identification of each BAMA vehicle delivery included in the invoice.

(d) The Parties shall provide to each other copies of all delivery and weight records in their possession and control of all hauling vehicles used in the performance of the services hereunder and a monthly data file of all transactions. Copies of all such daily delivery and weight records shall be maintained by the Parties for at least one (1) year beyond the termination or expiration of the Agreement.

(e) Covanta shall provide any other documentation reasonably requested by BAMA to substantiate each invoice.

**3.03 Books and Records.** Each Party shall cause those of its books and records relating to the quantity of Acceptable Recovery Facility Waste delivered by or on behalf of BAMA and accepted by Covanta to be available to representatives of other Party for inspection upon reasonable notice and during normal business hours. All such inspections shall be conducted in such manner as not to cause interference with the operations of the Recovery Facility and such representatives shall comply with all reasonable rules adopted by the Party whose books and records are being inspected, or the owners of the location where such books and records are made available, including rules relating to maintaining the safety of those persons present on the site where the books and records are located.

#### **ARTICLE IV: REPRESENTATIONS AND COVENANTS**

**4.01 BAMA Representations.** BAMA hereby represents and warrants to Covanta as follows:

(a) BAMA has developed the requisite expertise for performing the work required of it hereunder (including but not limited to the delivery of Acceptable Recovery Facility Waste to the Recovery Facility), has adequate resources and equipment in good working order together with fully trained and experienced personnel capable of performing the services required of it hereunder in a good and professional manner and in accordance with this Agreement, and exhibits the standard of care and skill normally exercised by professional contractors performing the same type of services. BAMA has obtained all Consents required to comply with all Applicable Law in performance of the services required of it hereunder, and such Consents are valid and in full force and effect.

(b) Neither the execution nor the delivery by BAMA of this Agreement nor the performance by BAMA of its obligations hereunder (1) conflicts with, violates or results in a breach of any Applicable Law, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement, order or instrument to which BAMA is a party or by which BAMA is bound, or constitutes a default under any such judgement, decree, agreement order or instrument.

**4.02 Covanta Representations.** Covanta hereby represents and warrants to BAMA as follows:

- (a) Covanta is engaged in the solid waste disposal business, has developed the requisite expertise for performing that work, has adequate resources and equipment in good working order together with fully trained and experienced personnel capable of performing the services required of it hereunder in a good and professional manner and in accordance with this Agreement, and exhibits the standard of care and skill normally exercised by professional contractors performing the same type of services. The Recovery Facility is in compliance in all material respects with all Applicable Law. Covanta has obtained all Consents required to comply with all Applicable Law to the performance of the services required of it hereunder, and such Consents are valid and in full force and effect.
- (b) Neither the execution nor the delivery by Covanta of this Agreement nor the performance by Covanta of its obligations hereunder (1) conflicts with, violates or results in a breach of any Applicable Law, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement, order or instrument to which Covanta is a party or by which Covanta is bound, or constitutes a default under any such judgment, decree, agreement, order or instrument.

**4.03 BAMA Covenants.** In addition to and without restricting in any way any other obligations or covenants set forth herein, BAMA covenants and agrees as follows:

- (a) BAMA shall perform its obligations hereunder in a good, safe and workmanlike manner and in accordance with sound environmental practices.
- (b) Upon reasonable written notice, BAMA shall provide to Covanta copies of all Consents issued to BAMA which are applicable to the services to be provided by BAMA hereunder.
- (c) BAMA shall comply with all Applicable Law applicable to the services to be provided by BAMA hereunder.
- (d) BAMA shall promptly notify Covanta of the occurrence of any event, condition, or occurrence, or legal, judicial, or regulatory proceedings that may result in: (1) the material noncompliance with any Applicable Law, but only if such noncompliance materially affects the ability of BAMA to provide the services to be provided by BAMA hereunder; (2) any material inaccuracy of, or material noncompliance with, any representations, warranties or covenants by BAMA in this Agreement; or (3) a material adverse effect upon the business, operations or affairs of BAMA or that may materially adversely affect the ability of BAMA to supply the services to be provided by BAMA hereunder.

**4.04 Covanta Covenants.** In addition to and without restricting in any way any other obligations or covenants set forth herein, Covanta covenants and agrees as follows:

(a) Covanta shall perform its obligations hereunder in a good, safe and workmanlike manner and in accordance with sound environmental practices.

(b) Upon reasonable written notice, Covanta shall provide to BAMA copies of all Consents issued to Covanta which are applicable to the Recovery Facility or the services to be provided by Covanta hereunder.

(c) Covanta shall (and shall cause the Recovery Facility to) comply with all Applicable Law applicable to the services to be provided by Covanta hereunder.

(d) Covanta shall promptly notify BAMA of the occurrence of any event, condition, or occurrence, or legal, judicial, or regulatory proceedings that may result in: (1) the material noncompliance with any Applicable Law, but only if such noncompliance materially affects the ability of Covanta to provide the services to be provided by Covanta hereunder; (2) any material inaccuracy of, or material noncompliance with, any representations, warranties or covenants by Covanta in this Agreement; or (3) a material adverse effect upon the business, operations or affairs of Covanta or that materially affects the ability of Covanta to provide the services to be provided by Covanta hereunder.

## **ARTICLE V – INSURANCE & INDEMNITY**

### **5.01 Insurance.**

(a) Covanta shall obtain and maintain continuously at its own expense through the Delivery Term, and furnish to the other Party certificates attesting to the existence of, the following minimum insurance:

- (i) Worker's Compensation Insurance as prescribed or permitted by Applicable Law; Employers liability in the amount of \$1,000,000 each accident
- (ii) Commercial General Liability and Property Damage Insurance, with Contractual Liability and Products/Completed Operations coverage, with Primary limits of liability of \$1,000,000, combined occurrence, for bodily Injury and property damage
- (iii) Commercial Automobile Liability Insurance as required by Applicable Law, but with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage, combined single limit
- (iv) Commercial Pollution Legal Liability Insurance with limits of liability as follows: Covanta - \$5,000,000 per claim
- (v) Excess Liability Insurance with limits of not less than \$5,000,000 per occurrence, supplementing the primary insurances required by (i), (ii) and (iii) above

(b) BAMA is self-insured and shall maintain sufficient reserves to pay claims up to the limit of liability set forth in the Oklahoma Governmental Tort Claims Act.

**5.02 Indemnity.** To the fullest extent permitted by Applicable Law, each Party (the “**Indemnifying Party**” shall indemnify, defend and hold harmless the other Party, its parent companies, partners, affiliates and subsidiary companies and their respective directors, officers, employees, agents, contractors, subcontractors, representatives, successors and assigns (each of the foregoing, an “**Indemnified Party**” and, collectively, the “**Indemnified Parties**”), from and against any and all claims, losses, liabilities, damages, fines, penalties, taxes, interest, fees, costs, or expenses (including, without limitation, reasonable attorneys’ fees) (each, a “**Loss**” and collectively the “**Losses**”) to the extent resulting or arising from (i) the acts, errors or omissions of the Indemnifying Party, its employees, agents, directors, officers, trustees, contractors or subcontractors; (ii) the breach of any representation, warranty, covenant or agreement of the Indemnifying Party under this Agreement; and/or (iii) the enforcement of this indemnity; provided, however, that the Indemnifying Party shall not be obligated to provide the indemnification hereunder to the extent that a Loss is caused by the negligence or willful misconduct of the Indemnified Party seeking indemnification. Neither Party shall have any liability to the other under this Agreement for any special, consequential, punitive, indirect or incidental damages, including loss of use, loss or delayed receipt or revenues, loss of anticipated profits, cost of capital loss of goodwill or similar damages.

## **ARTICLE VI – DEFAULT AND TERMINATION**

**6.01 Covanta Events of Default.** Each of the following shall constitute an “**Event of Default**” by Covanta:

(a) Covanta shall fail to accept from BAMA the Acceptable Recovery Facility Waste Covanta has committed to accept hereunder;

(b) Covanta shall breach any material representation, warranty, covenant or agreement under this Agreement or shall fail to timely perform any other material obligation under this Agreement; or

(c) Covanta shall be or become bankrupt or make an arrangement with or for the benefit of its creditors or consent to or acquiesce in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) a bankruptcy, winding up, reorganization, insolvency arrangement or similar proceeding shall be instituted by or against Covanta under the laws of any jurisdiction, which proceeding has not been dismissed within ninety (90) days, or (iii) any action or answer shall be taken or filed by Covanta approving of, consenting to, or acquiescing in, any such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of Covanta which shall substantially interfere with its performance hereunder.



**6.02 BAMA Events of Default.** Each of the following shall constitute an “Event of Default” by BAMA:

(a) BAMA shall fail to pay amounts owed to Covanta under this Agreement within thirty (30) days following receipt of an invoice from Covanta therefor;

(b) BAMA shall breach any material representation, warranty, covenant or agreement under this Agreement or shall fail to timely perform any other material obligation under this Agreement; or

(c) BAMA shall be or become bankrupt or make an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (ii) a bankruptcy, winding up, reorganization, insolvency arrangement or similar proceeding shall be instituted by or against BAMA under the laws of any jurisdiction, which proceeding has not been dismissed within ninety (90) days, or (iii) any action or answer shall be taken or filed by BAMA approving of, consenting to, or acquiescing in such proceeding, or (iv) the levy of any distress, execution or attachment upon the property of BAMA which shall substantially interfere with its performance hereunder.

**6.03 Remedies.** An Event of Default described in Section 6.01 and 6.02 shall become a “Default” under this Agreement if not cured within forty-five (45) days after written notification to the defaulting Party from the other Party describing in reasonable detail the nature of the Event of Default; provided, however, that such forty-five-day period shall be extended for up to an additional ninety (90) days so long as the breaching Party is actively and continuously pursuing good faith efforts to cure the Event of Default; provided, further, that an Event of Default of the character described in Sections 6.01(c) and 6.02(c) shall be a “Default” immediately, with or without delivery of such notice.

(a) **Terminations by BAMA.** BAMA shall have the right to terminate this Agreement by delivering written notice to Covanta if: (i) Covanta shall be in Default under Sections 6.01 and 6.03 (BAMA shall also be permitted to recover actual damages resulting from any such Default); or (ii) there is one or more UCCs; or (iii) there is one or more Changes in Law, or a surcharge or surcharges based upon one or more Changes in Law (but only if the aggregate amount of the surcharge(s) over the Term would total at least five hundred thousand dollars (\$500,000), affecting BAMA, by delivering a written notice to Covanta. This Agreement shall terminate on the forty-fifth (45<sup>th</sup>) day following the date of such notice; provided, however, that a Default described in Section 6.01 (c) shall not require notice by BAMA and shall terminate this Agreement forthwith.

(b) **Termination by Covanta.** Covanta shall have the right to terminate this Agreement by delivering written notice to BAMA if: (i) BAMA shall be in Default under Section 6.02 and 6.03 (Covanta shall also be permitted to recover actual damages resulting from any such Default); (ii) there is a UCC affecting Covanta, the Recovery Facility, and/or the Affiliates; or (iii) there is a Change in Law affecting Covanta, the Recovery Facility, and/or the Affiliates. This Agreement

shall terminate on the forty-fifth (45<sup>th</sup>) day following the date of such notice; provided, however, that a Default described in Section 6.02(c) hereof shall not require notice by Covanta and shall terminate this Agreement forthwith.

(c) **Damages.** Except as otherwise provided in this Article VI, neither Party shall have the right to terminate this Agreement or to require specific performance by the other Party and damages shall ordinarily be considered an adequate remedy for a Default by either Party under this Agreement.

#### **6.04 General.**

(a) Articles V, VI and VII shall survive the termination or expiration of this Agreement.

(b) The waiver of any Default by either Party, or the failure to give notice of any Event of Default in accordance with the first paragraph of Section 6.03, with respect to any Default or Event of Default shall not constitute a waiver of that or any subsequent Default or Event or Default or be deemed to be a failure to give such notice with respect to any subsequent Event of Default.

**6.05 No Liability for UCC.** Except for any obligation to pay money, neither Party Shall be liable to the other for any failure or delay in performance of any obligation under this Agreement due to the occurrence of a UCC. The Party whose performance under this Agreement has been affected by a UCC shall provide prompt notice of the commencement and the cessation of such UCC to the other Party. Whenever a UCC shall occur, the Party claiming to be adversely affected thereby shall perform in accordance with this Agreement to the extent not adversely affected by such UCC (subject to the requirements of other contracts effective prior to the date hereof) and shall, as quickly as reasonably possible, attempt to eliminate the cause therefor, reduce costs and resume performance under this Agreement.

### **ARTICLE VII – MISCELLANEOUS**

**7.01 Term.** Unless sooner terminated in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue in effect until the end of the Delivery Term (the “Term”).

**7.02 Assignment and Subcontracting.** This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that either Party may assign this Agreement, without the prior written consent of the other Party, whether by operation of law, merger or otherwise, to any Affiliate, subsidiary, parent, or successor; provided, further, that no such assignment shall release the assigning Party from its obligations under this Agreement, unless the other Party expressly releases the assigning Party in writing.

**7.03 Further Assurances.** Each Party agrees to execute and deliver any instrument and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

**7.04 Relationship of the Parties.** Except as otherwise explicitly provided herein, no Party shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other Party and nothing in this Agreement shall be deemed to constitute any Party a partner, agent or legal representative of any other Party nor to create any fiduciary relationship between or among the Parties.

**7.05 Notices.** Except as otherwise expressly provided in this Agreement, any notices or communication required or permitted hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, by commercial overnight courier, by telecopy (receipt confirmed) or by electronic mail as follows:

If to Covanta:

Covanta Tulsa Renewable Energy, LLC  
Tulsa, OK 74107  
Phone: 918-699-0011  
Fax: 918-699-0017  
Attn: Matthew Newman  
Email: [MNewman@Covanta.com](mailto:MNewman@Covanta.com)

With a copy to:

Covanta Energy Corporation  
445 South Street  
Morristown, New Jersey 07960  
Phone: (862) 345-5148  
Fax: (862) 345-5140  
Attn: Christopher Cunico  
Email: [ccunico@Covanta.com](mailto:ccunico@Covanta.com)

If to BAMA via United States Postal Service mail/telecopy/electronic mail:

City of Broken Arrow  
Attn: General Services Department  
P.O. Box 610  
Broken Arrow, OK 74013

If to BAMA via commercial overnight courier:

City of Broken Arrow  
Attn: General Services Department

220 S 1<sup>st</sup> St  
Broken Arrow, OK 74012

With a copy to:

City of Broken Arrow  
Attn: City Attorney  
220 S 1<sup>st</sup> St  
Broken Arrow, OK 74012

Changes in the respective addresses to which such notices may be directed may be made from time to time by any Party by written notice to the other Party.

**7.06 Waiver.** The waiver by either Party of a default or a breach of any provision of this agreement by the other Party shall not operate or be construed to operate as a waiver of any other provision or subsequent default or breach. The making or the acceptance of a payment by either Party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of that or any subsequent default or breach.

**7.07 Modifications.** The provisions of this Agreement shall (a) constitute the entire agreement between the Parties, and (b) be modified only in writing duly executed by the Party to be bound.

**7.08 Headings.** Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement.

**7.09 Governing Law/Dispute Resolution.** This Agreement and any question concerning its validity, construction or performance shall be governed by Oklahoma law, irrespective of the principles of conflicts of law. The Parties agree that any controversy, dispute or claim arising out of or relating to this Agreement or a breach of any of the terms or conditions of this Agreement, which cannot be resolved by the Parties within thirty (30) days after written notice by either party, shall be submitted to non-binding arbitration by a single arbitrator in Tulsa, OK as provided by the American Arbitration Association or, if mutually agreed to by the Parties, other organization or body. The cost of any arbitration proceeding under this provision shall be shared equally by the parties, and each Party shall be responsible for its own attorney's fees. The Parties agree that all of the negotiations and arbitration proceedings relating to such disputes and all testimony, transcripts and other documents relating to such arbitration shall be treated as confidential and will not be disclosed or otherwise divulged to any other person except as necessary in connection with such negotiations and arbitration proceedings or as required by Applicable Law. Notwithstanding anything to the contrary in this Section, the Parties shall have the right to seek temporary,

preliminary and permanent equitable relief including, without limitation, injunctive relief and specific performance, to prevent any breach or threatened breach of this Agreement.

**7.10 Venue of Actions.** The Parties agree that if any legal action is brought pursuant to this Contract, such action shall be instituted in the district court of Tulsa County.

**7.11 Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original, but all of which shall be deemed the same instrument. Facsimile and portable document format (PDF) copies of signatures shall be deemed original signatures.

**7.12 Severability.** If any provision of this Agreement shall for any reason be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

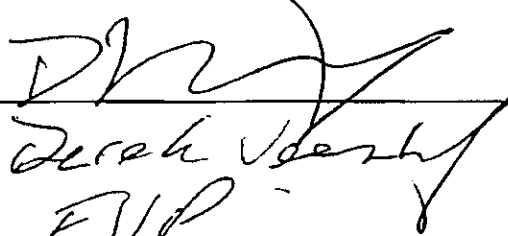
**7.13 Interest on Overdue Payments.** All payments to be made under this Agreement outstanding after the applicable due date shall bear interest at the maximum lawful rate, or 1.5% per month, whichever rate is lower.

[Signature page to follow]



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as an instrument under seal by their duly authorized representatives as of the day and year first above written.

**COVANTA TULSA RENEWABLE ENERGY, LLC**

By:   
Name: Derek Veeney  
Title: EVP

**BROKEN ARROW MUNICIPAL AUTHORITY**

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

Name:

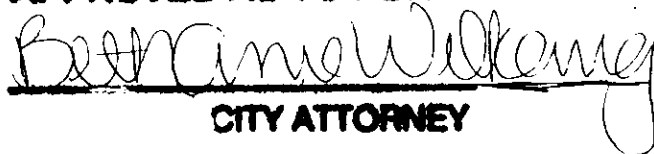
Title: Chairman

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

Name:

Title: City Clerk

**APPROVED AS TO FORM:**

  
**CITY ATTORNEY**

[Signature page to Municipal Solid Waste Disposal Agreement dated as of October 18, 2016.]



October 27, 2016

Dear Broken Arrow Solid Waste Customer,

Beginning December 1, 2016, City of Broken Arrow Sanitation crews will be transporting solid waste collected to the Covanta Waste to Energy plant in Tulsa instead of the landfill operated by Waste Management. This change is a responsible and more cost-effective alternative to landfill disposal for our community, and we're very excited about this new opportunity! It will reduce the volume of waste to be disposed by 90 percent and generates valuable renewable energy, resulting in a net reduction of greenhouse gas emissions when compared to conventional landfill practices.

***How will this Change Affect You?***

Some items appropriate for disposal at the landfill are not accepted by the Covanta Waste to Energy Plant. As a result, our Sanitation crews will have to collect some larger, bulkier items during a separate pickup. A bulky waste pickup will be required for the following items:

- Roofing, materials and/or wood from remodeling, privacy or other fencing
- Bags of dirt, rocks or concrete
- Large items such as: mattresses and/or box spring sets, hot water heaters, disassembled swing sets, furniture items, major appliances, carpet rolls, lawn mowers, lawn and yard equipment
- Refrigerators, freezers, air conditioners (with proper documentation) \*
- Large piles of yard waste or brush that is not or cannot be bundled

\*(accepted only if the proper documentation is attached that documents the refrigerant has been properly removed by a licensed CFC technician)

**Our sanitation crews WILL pick up the above items**, however, you will need to call and arrange a bulky waste pickup. Bulky waste pickups may be scheduled by calling the **Action Center at 918-258-3587** or making a request online at [ActionCenterBA.com](http://ActionCenterBA.com). These pickups will occur weekly on Thursdays and Fridays. As usual, the standard pickup charges will apply. Rate information is available at [BrokenarrowOK.gov/TRASH](http://BrokenarrowOK.gov/TRASH).

As a courtesy, crews will tag the large items with a note containing instructions for a bulky waste pickup. If you have any questions, please contact the Action Center at 918-258-3587.

Thank you,

Michael L. Spurgeon  
Broken Arrow City Manager



**Matthew Newman**

**Covanta Tulsa Renewable Energy, LLC.**  
**A Covanta Company**  
2122 South Yukon Avenue  
Tulsa, OK 74107  
Tel 918 295 4736  
Fax 918 699 0017  
mnewman@covanta.com  
www.covanta.com

January 29, 2016

Ms. Maureen Turner  
Solid Waste Operations Manager  
Streets and Stormwater Department  
2445 S Jackson Ave  
Tulsa, Ok 74107

Re: Tulsa Authority for Recovery of Energy/Covanta Tulsa, LLC  
Agreement for Disposal of Solid Waste, Green Waste and Rejects Resulting in Recovery  
of Energy and/or Recyclable Materials dated May 17, 2012  
CPI Adjustment for 2016 - 2017

Dear Ms. Turner:

Pursuant to the above captioned Agreement, Section 18.3, Annual Fee Adjustment Subject to Authority Approval, the adjustment factor shall be 0.73%, and thus the Processing Fee for Agreement year July 1, 2016 through June 30, 2017 is \$10.99 per ton, plus the applicable Oklahoma Department of Environmental Quality fee (currently \$1.25 per ton).

If you have any questions, please advise.

Regards,

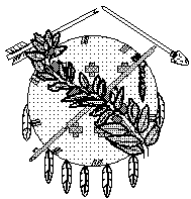
A handwritten signature in black ink, appearing to read "Matthew B. Newman", with a long horizontal flourish extending to the right.

Matthew B. Newman

## Costs: Waste Management / Covanta

### Cost Comparison: Waste Management / Covanta

Item	Waste Management	Covanta	Notes
Cost (Tipping fees per ton)	\$23.25	\$12.24	
Annual cost at 40,000 tons	\$930,000	\$489,600	Tipping fee savings using Covanta
Distance to site miles (round trip)	64	20	Fuel savings @ 44 less miles/trip driven to landfill @ 4440 trips/yr @ 4 mi/gal @ \$2.00/gal fuel cost
Turnpike fees	\$14,000	\$700	Turnpike savings @95%
Bulky disposal	46,500	\$0	Contract for items not taken at Covanta/overflow @ 2000 tons/year
Free dump day fees	\$22,500	\$0	Contract for free dump day
Add crew	0	\$166,500	Cost of added crew for addition travel and wait times @ Covanta
Add truck	0	\$25,700	Annualized cost of added truck (7 year replacement sched)
Accident exposure in ge? ng to the site	11	1	
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# City of Broken Arrow

## Fact Sheet

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**File #: 16-1265, Version: 1**

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**Broken Arrow Municipal Authority  
Meeting of 10-18-2016**

**To: Chairman and Authority Members**  
**From: General Services Department**  
**Title:**

**Consideration, discussion, and possible approval of and authorization to execute an agreement between The Broken Arrow Municipal Authority (BAMA) and Waste Management for the disposal of refuse**

**Background:**

On December 1, 2006, the Broken Arrow Municipal Authority (BAMA) entered into a contract with Waste Management for disposal of the City's residential solid waste. The Waste Management contract is set to expire November 30, 2016. Although a new agreement is being established with Covanta Tulsa Renewable Energy, LLC for the disposal of residential refuse, a need remains for a landfill services agreement to accept non-processible items, waste water treatment plant sludge, serve as a back-up disposal site in the event of mechanical problems with Energy from Waste plant, over capacity slow downs, and to host free dump days events for our customers.

There are only two landfills in this area where the City can dispose of the residential refuse it collects from our customers. The locations are:

- Waste Management Landfill located in Tulsa off 46<sup>th</sup> North
- American Environmental Landfill located west of Sands Springs

A round trip to American Waste is 22 miles further and 30 minutes longer than Waste Management. Considering the locations of these two disposal options, Waste Management is the preferred location due to distance, time and traffic risk exposure variables.

The new Waste Management agreement reflects an increase in the tipping fee as most residential refuse will now be taken to the Energy from Waste Plant. The tipping fee is directly tied to volume of business. Our tipping fees (including state fees) will increase from \$21.04 per ton to \$23.25 per ton. Additionally, per vehicle charges for free dump days will increase approximately \$2 per vehicle and sludge disposal charges will increase from \$23.25 to \$26.50 per ton.

Staff recommends approving the agreement with Waste Management for the disposal of all refuse not taken to the Energy from Waste Plant. The Agreement shall commence as of December 1, 2016, and shall remain in effect until June 20, 2022. This Agreement may be renewed upon the mutual written agreement of the parties for one additional five (5) year term.

**Cost: Refuse-\$46,500 annually or \$23.25 per ton, including state fees (Based on a projected 2,000 tons of refuse to be collected in FY 17)**

**Free dump days-\$22,500 annually (Based on an average of 1,250 vehicles annually)**

**Sludge- \$159,000 annually or \$26.50 per ton, including state fees  
(Based on a projected 6,000 tons of sludge annually)**

**Prepared By: Lee Zirk, General Services Department**

**Reviewed By: Finance Department  
Water Utilities Department  
Assistant City Manager, Administration  
Legal Department**

**Approved By: Michael L. Spurgeon, City Manager**

**Attachments: Waste Management/BAMA agreement**

**Recommendation:**

Approve the agreement between The Broken Arrow Municipal Authority and Waste Management and authorize its execution.



## **DISPOSAL AGREEMENT**

THIS DISPOSAL AGREEMENT (the "Agreement") is made and entered into as of October 18, 2016 between Waste Management of Oklahoma, Inc., an Oklahoma corporation ("WMO"), and the Broken Arrow Municipal Authority, an Oklahoma public trust of which the City of Broken Arrow is the sole beneficiary (the "BAMA").

### **RECITALS**

WMO operates the Quarry Landfill located at 4041 North 141st East Avenue, Tulsa, Oklahoma (the "Disposal Facility").

WMO and BAMA desire to enter into an arrangement whereby WMO will receive and dispose of waste delivered by BAMA to the Disposal Facility on the terms and conditions set forth herein.

### **TERMS AND CONDITIONS**

NOW, THEREFORE, in consideration of the parties' mutual promises, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Delivery of Acceptable Waste. BAMA may, at its discretion, deliver Acceptable Waste owned, controlled, collected or managed by BAMA, and its affiliates, agents, contractors, or subcontractors, to the Disposal Facility.
2. The following terms as used in this Agreement shall have the meanings set forth below:
  - (a) Acceptable Waste – non-hazardous municipal solid waste or organic waste that can legally be disposed of at the Disposal Facility. Acceptable Waste shall not include any Hazardous Waste, toxic wastes, Special Waste (as defined below and by Federal, State or local law or regulations), or any other waste, which is not acceptable at the Disposal Facility under Federal, State or local law or regulations.
  - (b) Hazardous Waste – any chemical, compound, mixture, material, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the Federal or State Government to be hazardous as that term is defined by or pursuant to Federal, State or local law or regulations, and any toxic, infectious, radioactive, highly flammable, explosive waste or substance as such terms are defined by Federal, State or local law or regulations.
  - (c) Special Waste - Waste that requires special handling and management due to the nature of the waste as set forth in Exhibit "A," attached hereto and incorporated by reference. Residue/sludges from septic tanks, food service grease traps, or wash waters and wastewaters from commercial laundries, laundromats, and car washes that are managed at a public or commercial wastewater treatment works, are a Special Waste based on the definitions in state statute OAC 252:515, Subchapter 31 and Appendix F thereto.

- (d) Unacceptable Waste – material that is or contains Special Waste that has not been profiled and approved for acceptance in writing by WMO, Hazardous Waste, other materials which the Disposal Facility is not permitted to accept, or material that may present a substantial endangerment to the public or Disposal Facility employees' health or safety, or has a reasonable probability of otherwise adversely affecting the operation or useful life of the Disposal Facility.
- (e) Applicable Law - means each and every applicable Federal, state, county, city or local law, statute, charter, ordinance, rule, regulation, order, Consent, permit, license or approval of any governmental, quasi-governmental, regulatory or administrative agency or authority or court or other tribunal having jurisdiction.

### 3. Disposal Fees.

- (a) Fees/Invoices. BAMA shall pay WMO the following disposal rates per ton (the "Disposal Fee") for each ton of Acceptable Waste that BAMA delivers to the Disposal Facility, which amount shall be exclusive of federal, state, local or other taxes, fees, surcharges or similar charges related to the acceptance or disposal of Acceptable Waste that are imposed by law, ordinance, agreement with a governmental authority, regulation or otherwise as of the date of this Agreement.

Acceptable Waste/Construction and Demolition: \$22.00 per ton

Wastewater Treatment Plant Sludge: \$25.00 per ton

WMO shall transmit an itemized invoice to BAMA of all Disposal Fees and other charges under this Agreement on a monthly basis. BAMA shall pay all invoices within 45 days after the date of the invoice. If BAMA fails to pay an invoice when due, WMO shall have the right, in addition to any other rights under this Agreement or Applicable Law, to suspend its acceptance of Acceptable Waste from BAMA until BAMA brings its account current. BAMA's failure to timely pay invoices may result in late charges being assessed to the maximum extent allowed by law.

- (b) Taxes and Other Charges. In addition to the Disposal Fee, BAMA shall pay the currently applicable Oklahoma flow fee, and the Disposal Fee shall be increased from time to time to the extent of any new or increased federal, state, local or other taxes, fees, surcharges or similar charges that are imposed by law, ordinance, agreement with a governmental authority, regulation or otherwise enacted or promulgated after the execution date of this Agreement and levied upon the delivery, acceptance or disposal of the Acceptable Waste or upon the operations of or the activities at the Disposal Facility (collectively, a "Tax"), with such increase to be effective as of the effective date of the new or increased Tax.

- (c) Modifications to Rates: The Disposal Fee charged by WMO for services will remain fixed and will not be adjusted for changes in the Consumer Price Index (as hereinafter defined), until July 1, 2017. Commencing on July 1, 2017, and continuing annually on each July 1 thereafter of this Agreement, the Disposal Fee shall be adjusted by the same percentage as the Consumer Price Index, All Urban Consumers, Water, Sewer, and Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") shall have increased during the preceding twelve months for which the indexes have been published. In the event the U.S. Department of Labor, Bureau of

Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

4. Resident Clean Up Days

(a) Twice per year, on one Saturday in the Spring and one Saturday in the Fall ("Event"), as determined by a mutually agreeable date between BAMA and WMO, the Disposal Facility will receive Acceptable Waste generated at residences within the City of Broken Arrow corporate limits and delivered to the Disposal Facility by the residents. The City residents shall be allowed to deliver Acceptable Waste on these two days each year at no charge to the resident. WMO shall keep records and shall invoice BAMA for the number and types of loads of Acceptable Waste delivered to the Disposal Facility by residents during an Event. BAMA agrees to pay WMO for the invoiced volume of Acceptable Waste delivered by the residents during each Event no later than 30 days after the invoice date.

(b) For each Event, BAMA shall provide its own staff or employees at the Disposal Facility who shall verify that each individual delivering Acceptable Waste to the Disposal Facility as part of the Event resides within the City limits. BAMA shall provide a minimum of two (2) individuals, at all times during the Event, to supervise the check-in station at the Disposal Facility where BAMA staff or employees shall conduct the resident verification process. BAMA shall be responsible for determining whether the resident's vehicle, truck, or trailer meets BAMA's requirements on truck or trailer size, but in no event, may a trailer be longer than 16 feet be permitted. BAMA shall provide sufficient staff or employees during each Event so that traffic at the Disposal Facility check-in station flows smoothly.

(c) Each Event shall last no longer than 7:00 a.m. to 3:00 p.m. on the selected Saturdays.

(d) WMO has the right to refuse or reject after acceptance any load that is or contains Unacceptable Waste. If a Broken Arrow resident delivers Unacceptable Waste, WMO may, in its sole discretion, either remove, manage, handle, and/or dispose of that Unacceptable Waste and/or charge BAMA for the costs, expenses, fines, and penalties arising out of such activities or require BAMA to promptly remove, manage, handle, or dispose of the Unacceptable Waste from the Disposal Facility at its sole cost.

(e) Title to the Acceptable Waste delivered by the resident shall be transferred to and vest in WMO at the time the Acceptable Waste is fully unloaded at the working face of the Disposal Facility and the resident's vehicle has departed such working face. Prior thereto, title to the Acceptable Waste shall be in, and all risks and responsibilities theretofore shall be borne by, the resident delivering the Acceptable Waste. Notwithstanding the foregoing, title to and liability for Unacceptable Waste shall always remain with BAMA or the resident that delivered of the Unacceptable Waste.

(f) BAMA shall pay WMO the following disposal rates for each delivery of Acceptable Waste made by a resident to the Disposal Facility during any Event:

Car:	\$12.00 per load
Pickup Truck:	\$18.00 per load
Vehicle w/ trailer:	\$27.00 per load

The per load disposal rates above include (as of the date this Agreement is signed) all fees required by federal, state or local governmental authorities in connection with the receipt and landfilling of Acceptable Waste as provided herein. These Event Disposal rates shall be adjusted in accordance with the Consumer Price Index language in section 2(c) above.

5. Term. Unless sooner terminated pursuant to Section 9, this Agreement shall commence as of December 1, 2016, and shall remain in full force and effect until June 20, 2022. This Agreement may be renewed upon the mutual written agreement of the parties for one additional five (5) year term.

6. Delivery Procedures; Operation of the Disposal Facility.

(a) Acceptance of Acceptable Waste; Procedures. WMO shall have the right in its sole and absolute discretion to reject delivery of any waste offered for acceptance by BAMA that does not constitute Acceptable Waste or that interferes with normal operations at the Disposal Facility. BAMA's delivery of Acceptable Waste to the Disposal Facility shall be regulated by procedures applicable generally to customers utilizing the Disposal Facility as WMO may modify such procedures from time to time. BAMA shall have the right in its sole and absolute discretion to dispose of unacceptable wastewater treatment plant sludge (sludge which fails the paint filter test prescribed by the United States Environmental Protection Agency Method 9095 or failure to meet 40CFR; 503, Bio Solid standards) at an alternate location of BAMA's choice.

(b) Operation of the Disposal Facility. WMO agrees to operate the Disposal Facility in compliance with all applicable federal, state and local laws, regulations, ordinances, rules, and permits and licenses (collectively "Applicable Laws"). Notwithstanding, anything in this Agreement to the contrary, WMO shall have the right, in its sole and absolute discretion, to close the Disposal Facility at any time for any reason and to terminate this Agreement upon any such closure, and such closure shall not be deemed a breach of this Agreement. The Disposal Facility shall be open between the hours of 7:00 a.m. and 5:30 p.m., Monday through Friday, and 8:00 a.m. to 2:00 p.m. on Saturday. The Disposal Facility may, at the discretion of WMO, be closed on such legal holidays as determined from time to time by WMO.

(c) Acceptance of Title to Waste. Title to, and risk of loss and responsibility for, Acceptable Waste delivered to the Disposal Facility by BAMA shall pass at the time such Acceptable Waste is removed from the delivery vehicle at the Disposal Facility. Title to Unacceptable Waste shall remain with BAMA and shall not be deemed to pass to WMO.

(d) Authorization. BAMA shall obtain all permits, licenses, authorizations, notifications, approvals, certificates or other similar documents or actions in connection with the transportation, shipment and delivery of waste contemplated hereby.

(e) Requirement for Special Waste Management. WMO will require all generators of Special Waste collected by BAMA and being disposed of at the Disposal Facility to participate in and implement a Special Waste program as described in this Agreement.

(f) WMO's Obligation Regarding Special Waste. WMO is not required to accept or manage any Special Waste unless it is specifically identified in a written Special Waste agreement and/or approved in writing by WMO.

(g) Duty of BAMA. BAMA will require all waste generators for which it has collection and disposal responsibility to execute a Special Waste agreement prior to delivery of any Special Waste to the Disposal Facility. BAMA will not deliver, arrange for the delivery of, or contract for the delivery of any Special Waste to the Disposal Facility without a fully executed Special Waste agreement.

(h) Special Waste Agreement. The specific requirements of the Special Waste agreement shall be as specified from time to time by WMO and may be altered by WMO at any time as necessary to ensure the proper management of Special Waste. At a minimum the Special Waste agreement shall include:

i. A representative of the character and regulatory status of the waste to be executed by the generator;

ii. A decision document to be executed by WMO. A decision document shall at a minimum include the identification of the generator and the source and characterization of the waste;

iii. A proposed management plan for the Special Waste, including any special handling requirements;

iv. The approval of WMO indicating acceptance for handling of the waste; and

v. The unit price for disposal associated with the management of the Special Waste.

(i) Representative Sample of Special Waste. WMO may, in its sole discretion, demand that a representative sample of any Special Waste proposed for delivery to the Disposal Facility be provided by the generator to WMO prior to the approval of a Special Waste agreement. Unless otherwise agreed by WMO, the cost for acquisition, delivery and analysis of a representative sample shall be borne by the generator. If the generator refuses to provide a representative sample, WMO shall have no obligation to accept the Special Waste or to execute a Special Waste agreement.

(j) Pricing for Special Waste. BAMA shall pay WMO for disposal of Special Waste the unit price established solely by WMO. Unit prices for Special Waste will vary depending on quantity and character of the Special Waste, and will be priced by WMO on a case-by-case basis depending upon the nature and character of the Special Waste. Under no circumstances shall the Base Rates be applicable to Special Waste.

## 7. Unacceptable Waste.

(a) Delivery of Unacceptable Waste. BAMA agrees that it shall not deliver any Unacceptable Waste to the Disposal Facility. If a delivery of waste is made which contains both Acceptable Waste and Unacceptable Waste, the entire delivery shall constitute Unacceptable Waste.



(b) Rejection of Unacceptable Waste. If BAMA delivers Unacceptable Waste to the Disposal Facility, WMO at its sole option may (i) reject such Unacceptable Waste at BAMA's expense, or (ii) if WMO does not discover such Unacceptable Waste in time to reject and reload such Unacceptable Waste, after giving BAMA telephonic notice thereof and a reasonable opportunity to dispose of such Unacceptable Waste, WMO may, on BAMA's behalf, dispose of such Unacceptable Waste at a location fully authorized to accept such Unacceptable Waste in accordance with all Applicable Laws and charge BAMA all direct and indirect costs incurred due to delivery and disposal of such Unacceptable Waste, unless BAMA otherwise elects to arrange for disposal of the Unacceptable Waste. If BAMA elects to dispose of such Unacceptable Waste, it shall do so within a period of time as WMO shall reasonably deem necessary or appropriate in connection with the operation of the Disposal Facility, including the preservation of the health and safety of its employees. If after electing to do so, BAMA does not dispose of the Unacceptable Waste within the prescribed time period, WMO may dispose of such Unacceptable Waste, on BAMA's behalf, without further notice to BAMA, and BAMA shall be required to pay the fees and costs set forth above. Notwithstanding the foregoing, no notice shall be required by WMO to BAMA for WMO to dispose of Unacceptable Waste, on BAMA's behalf, in emergency situations where in WMO's reasonable judgment a delay in such disposal could constitute a hazard to the Disposal Facility or any person on, about or near the premises. WMO will contact BAMA within one working day that such emergency disposal will occur.

(d) Indemnity. To the extent permitted by law, as allowed or as limited by The Governmental Tort Claims Act, Title 51 O.S. § 151 et. seq, BAMA agrees to reimburse WMO for any costs or damages, including fines and penalties, resulting from BAMA's delivery of Unacceptable Waste to the Disposal Facility, and will pay WMO its reasonable expenses and charges for handling, loading, managing, preparing, transporting, storing, and caring for any Unacceptable Waste delivered by BAMA.

8. Force Majeure. Except for BAMA's obligation to make payments to WMO under this Agreement, either party's obligations under this Agreement may be suspended by a party in the event of: (a) an occurrence beyond the reasonable control of that party which materially adversely affects the ability of the party to perform its obligations under this Agreement or to comply with the requirements of any governmental order, permit or other approval; (b) acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, severe weather, fires, explosions, floods, acts of a public enemy, war, terrorist acts, blockades, insurrections, riots or civil disturbances; (c) labor disputes, strikes, work slowdowns or work stoppages; or (d) orders and/or judgments of any federal, state or local court, administrative agency or governmental body, or other entity, if not the result of (i) willful or negligent action of the party relying thereon or (ii) failure to act in accordance with this Agreement (provided, however, that the contesting in good faith by such party of any such order and/or judgment shall not constitute or be construed to constitute a willful or negligent action or inaction of such party).

9. Default. It shall be an event of default under this Agreement if a party fails to observe and perform any material term, covenant or agreement contained in this Agreement on its part to be performed, and such failure continues for a period of 30 days after notice to such party specifying the nature of such failure and requesting that it be remedied.



10. Remedies on Default; Termination. Whenever any event of default shall have occurred and be continuing, the non-defaulting party shall, upon the end of the grace period in Section 9, have the following rights and remedies: (a) immediately terminate this Agreement and pursue its rights unless during the cure period the defaulting party has taken remedial steps the effect of which would be to enable the defaulting party to cure such event of default within an additional 15 day period tolling the expiration of the grace period; and (b) without terminating this Agreement, to stop performing its obligations pursuant to this Agreement until such default is cured or this Agreement is terminated. The remedies in this Section 10 shall be in addition to any other remedies provided by Applicable Law or this Agreement.

11. Indemnification. To the extent permitted by law, as allowed or as limited by The Governmental Tort Claims Act, Title 51 O.S. § 151 et. seq, each party agrees to indemnify and hold harmless the other party and its partners, officers, directors, divisions, subdivisions, affiliates, shareholders, trustees, agents, employees, successors and assigns (the "Indemnified Parties") from and against any and all liabilities, losses, damages, costs, expenses and disbursements, including reasonable legal fees, expert witness fees, litigation related expenses, and court costs in such litigation or proceeding, whether arising out of a claim or loss of or damage to property or injury to or death of any person, including any Indemnified Party, or otherwise, caused by (a) the breach of any agreement, representation or warranty of such party in this Agreement, or (b) the negligence or willful misconduct of such party, as allowed or as limited by The Governmental Tort Claims Act, to the extent caused by the indemnifying party.

12. Insurance.

- (a) During the term of this Agreement, BAMA shall maintain the following insurance coverages:

Workers' Compensation: Coverage A

Coverage B – Employer's Liability; \$2 million each bodily injury by accident

\$2 million policy limited bodily injury by disease; \$2 million each occurrence Bodily injury by disease

Automobile Liability

Bodily Injury

Combined Single Limit \$3 million (Coverage is to apply to all owned, non-owned, hired, and leased vehicles (including trailers)

The coverage above may be satisfied by a combination of primary and umbrella policies. The insurance earners providing the coverage required by this Section shall be rated at least A- X by AM. Best. Certificates of Insurance evidencing the foregoing policies shall be delivered to WMO before BAMA shall be permitted to perform services under this Agreement. WMO agrees to provide BAMA with at least 30 days' written notice of any cancellation of its policies. With the exception of the workers' compensation policy, WMO and the WMO Indemnified Parties shall be shown as additional insured under all of the insurance policies required by this Section. The policies required by this Section shall be primary and the insurance providers shall agree to waive their rights of subrogation against WMO. This section of insurance coverage shall be considered fulfilled by BAMA by providing

a letter of self-insurance to WMO.

(b) WMO. During the term of this Agreement, WMO shall maintain the following insurance coverages: (i) workers' compensation insurance as required Applicable Law; and (ii) insurance at least meeting that required by the Oklahoma Tort Claims Act.

(c) Self-Insured. BAMA may, at its option, elect to self-insure for the occurrences covered in Section 11(a) above; provided, however, BAMA shall from time to time, as requested by WMO, deliver financial information to WMO which shall evidence financial ability to satisfy claims equal to, or in excess of, the coverages set forth in above, in WMO's reasonable discretion.

### 13. Miscellaneous.

(a) Assignment; Binding Effect. Neither party shall assign this Agreement without the other party's prior written consent, which consent shall not be unreasonably withheld; provided, however, that WMO may assign this Agreement to an affiliate of WMO without the consent of BAMA. Upon assigning this agreement to an affiliate of WMO, WMO shall provide written notice within thirty days after such assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assignees.

(b) Entire Agreement; Amendment. This Agreement supersedes all prior agreements, written or oral, with respect to the subject matter of this Agreement. Only a written instrument signed by both parties hereto may modify this Agreement.

(c) Severability; Waiver. If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and all other provisions shall remain in full force and effect. No delay or omission by a party in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a party on any occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

(d) Construction; Counterparts. The headings in this Agreement are inserted for convenience only, and shall not constitute a part of this Agreement or be used to construe or interpret any of its provisions. The parties have participated jointly in the negotiation and drafting of this Agreement. If a question of interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. This Agreement may be executed in two or more original or facsimile counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

(e) Equal Employment Opportunity. WMO shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, being handicapped or a disadvantaged person, disable, or war veteran. WMO shall make available to the BAMA all necessary information and reports and provide access to books, records and accounts for the purpose of investigation in order to ascertain compliance with this Section of the Agreement.

(f) Attorneys' Fees. If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled, as allowed or as limited by The Governmental Tort Claims Act, Title 51 O.S. § 151 et. Seq.

IN WITNESS WHEREOF, the undersigned have entered this Agreement as of the day and year first above written.

Broken Arrow Municipal Authority

Waste Management of Oklahoma, Inc.

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

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

Its: \_\_\_\_\_


Its: \_\_\_\_\_

Approved by BAMA Counsel:

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

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
**ASSISTANT CITY ATTORNEY**

## **EXHIBIT "A"**

### **SPECIAL WASTE**

Special Waste means any discarded material from a nonresidential source meeting any of the following descriptions for Type A or Type B Special Waste.

**Type A Special Waste.** Any waste from a commercial or industrial activity meeting any of the following descriptions.

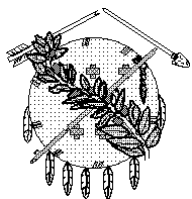
1. Containerized waste (e.g., a drum, portable tank, lugger box, roll-off box, pail, bulk tanker, etc.) listed in 2 through 8 below.
2. Waste from a pollution control process (e.g., baghouse dust, treatment plant sludge, filter cake, sedimentation pond cleanout, etc.).
3. Waste containing free liquids (free liquid wastes are those wastes which fail the paint filter test prescribed by the United States Environmental Protection Agency Method 9095).
4. Residue and debris from the cleanup of a spill or a chemical substance or commercial product or a waste listed in 1 through 3 above or 5 through 8 below. This definition applies to spills of any size.
5. Contaminated residuals from the cleanup of a facility generating, storing, treating, recycling, or disposing chemical substances, commercial products, or waste listed in 1 through 4 above or 1 through 8 of Type B below.
6. Any waste which is nonhazardous as a result of treatment pursuant to RCRA Subtitle C.
7. Sludge waste.
8. Waste from an industrial process.

**Type B Special Waste.** Any waste from a commercial or industrial activity meeting any of the descriptions which follow.

1. Friable asbestos from building demolition or cleaning: wall board, wall or ceiling spray coverings, pipe insulation, etc. No friable asbestos (e.g., asbestos containing floor tiles, brake pads, roofing products, etc.) is a Special Waste if it has been processed, handled, or used in such a way that asbestos fibers may be freely released. Asbestos bearing industrial process waste is a Type A Special Waste.
2. Commercial products or chemicals which are off-specification, outdated, unused, or harmed. Outdated or off-specification, uncontaminated food or beverage products in original consumer containers are not included in this category; however, containers which

once held commercial products or chemicals are included if the container is empty. A container is empty when all wastes have been removed that can be removed using the practices commonly employed to remove materials from that type of container (e.g., pouring, pumping, or aspirating), an end has been removed (for containers in excess of 25 gallons), and no more than one inch (2.54 centimeters) of residue remains on the bottom of the container or inner liner, or no more than 3 percent by weight of the total capacity of the container remains in the container (for containers more or less than 110 gallons) or no more than 0.3 percent by weight of the total capacity of the container remains in the container (for containers greater than 110 gallons). A container which once held ACUTELY HAZARDOUS WASTES must be triple rinsed with an appropriate solvent or cleaned by an equivalent method. Containers which once held substances regulated under the Federal Insecticide, Fungicide, and Rodenticide Act must be empty according to label instructions or triple rinsed.

3. Untreated biomedical waste. Any waste capable of inducing infection due to contamination with infectious agents from a biomedical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory or medical testing laboratory. Any sharps from these sources must be rendered harmless or placed in needle puncture proof containers.
4. Treated medical waste. Any waste from a biomedical source including but not limited to a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, veterinary hospital, animal testing laboratory, or medical testing laboratory which has been autoclaved or otherwise heat treated or sterilized so that it is no longer capable of inducing infection. Any sharps from these sources must be rendered harmless or placed in needle puncture proof containers. Residue resulting from the incineration of medical waste is a Type A Special Waste.
5. Chemical-containing equipment removed from service in which the chemical composition and concentration are known (e.g., oil filters, cathode ray tubes, lab equipment, acetylene tanks, fluorescent light tubes, etc.).
6. Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the industrial process. Chemicals or waste removed or drained from such equipment for facilities are Type A Special Wastes.
7. Incinerator ash generated at a resource recovery facility that burns only nonhazardous household, commercial or industrial waste and qualifies for the hazardous waste exclusion in 40 CFR 261.4 (b). If the regulatory authority does not recognize the household hazardous waste exclusion, then the ash is a Type A Special Waste.



# City of Broken Arrow

## Fact Sheet

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**File #: 16-1239, Version: 2**

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**Broken Arrow Municipal Authority  
Meeting of: 10-18-2016**

**To:** Chairman and Authority Members  
**From:** Office of the City Clerk  
**Title:**

**Consideration,** discussion, and possible approval to reschedule the November 15, 2016, Broken Arrow Municipal Authority meeting from Tuesday, November 15, 2016, to Monday, November 7, 2016, due to Authority members attending the National League of Cities Annual Conference in Pittsburgh, Pennsylvania

**Background:** The National League of Cities (NLC) will hold its 2016 Annual Conference from November 16 - 19, 2016 in Pittsburgh, Pennsylvania. The NLC Annual Conference is the largest gathering of local elected officials and staff in the country. The Conference creates opportunity for discussions and seminars covering a variety of topics from economic development to public safety, and infrastructure development to sustainable local economies and technology. Due to Authority members attending the NLC 2016 Conference, there will not be a quorum present at the November 15, 2016 meeting. Chairman Craig Thurmond requests that the November 15<sup>th</sup> meeting be cancelled and rescheduled to November 7, 2016 at the usual time of following the City Council meeting at 6:30 p.m.

**Cost:** None

**Prepared By:** Lisa Blackford, City Clerk

**Reviewed By:** Russell Gale, Assistant City Manager-Administration

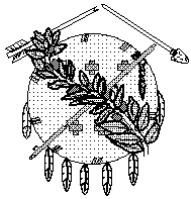
**Beth Anne Wilkening-City Attorney**

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** None

**Recommendation:** Approve the rescheduling of the November 15, 2016 Broken Arrow Municipal Authority meeting to Monday, November 7, 2016.





# City of Broken Arrow

## Fact Sheet

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**File #: 16-1244, Version: 1**

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**Broken Arrow Municipal Authority  
Meeting of: 10-18-2016**

**To:** Chairman and Authority Members  
**From:** Office of the City Clerk  
**Title:**

**Consideration, discussion, and possible approval of the 2017 Calendar Year  
Schedule of Regular Meetings for the Broken Arrow Municipal Authority**

**Background:** The 2017 Calendar Year Schedule of Regular Meetings for the Broken Arrow Municipal Authority is attached for consideration and approval.

**Cost:** None

**Prepared By:** Lisa Blackford, City Clerk

**Reviewed By:** Russell Gale, Assistant City Manager-Administration

**Beth Anne Wilkening-City Attorney**

**Approved By:** Michael L. Spurgeon, City Manager

**Attachments:** 2017 Calendar Year Broken Arrow Municipal Authority Schedule of Regular Meetings

**Recommendation:** Approve the 2017 Calendar Year Broken Arrow Municipal Authority Schedule of Regular Meetings

**NOTICE OF  
2017 CALENDAR YEAR  
SCHEDULE OF REGULAR MEETINGS  
BROKEN ARROW MUNICIPAL AUTHORITY**

**LOCATION:  
CITY COUNCIL CHAMBERS  
220 SOUTH FIRST STREET  
BROKEN ARROW, OKLAHOMA 74012**

<b>DATE - 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month</b>	<b>*TIME</b>	<b>PLACE</b>
January 3, 2017	*6:30 p.m.	Council Chambers
January 17, 2017	*6:30 p.m.	Council Chambers
February 7, 2017	*6:30 p.m.	Council Chambers
February 21, 2017	*6:30 p.m.	Council Chambers
March 7, 2017	*6:30 p.m.	Council Chambers
March 21, 2017	*6:30 p.m.	Council Chambers
April 4, 2017	*6:30 p.m.	Council Chambers
April 18, 2017	*6:30 p.m.	Council Chambers
May 2, 2017	*6:30 p.m.	Council Chambers
May 16, 2017	*6:30 p.m.	Council Chambers
** June 5, 2017 <b>Monday</b>	*6:30 p.m.	Council Chambers
** June 19, 2017 <b>Monday</b>	*6:30 p.m.	Council Chambers
** July 3, 2017 <b>Monday</b>	*6:30 p.m.	Council Chambers
July 18, 2017	*6:30 p.m.	Council Chambers
August 1, 2017	*6:30 p.m.	Council Chambers
August 15, 2017	*6:30 p.m.	Council Chambers
September 5, 2017	*6:30 p.m.	Council Chambers
September 19, 2017	*6:30 p.m.	Council Chambers
October 3, 2017	*6:30 p.m.	Council Chambers
October 17, 2017	*6:30 p.m.	Council Chambers
November 7, 2017	*6:30 p.m.	Council Chambers
November 21, 2017	*6:30 p.m.	Council Chambers
December 5, 2017	*6:30 p.m.	Council Chambers
December 19, 2017	*6:30 p.m.	Council Chambers

**\* Time:** Follows the City Council meeting which begins at 6:30 p.m.

**\*\* Note:** Regular BAMA meetings are on the 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month unless indicated otherwise.

Posted this \_\_\_\_\_ day of \_\_\_\_\_ 2016 at \_\_\_\_\_ am/pm

Signed: \_\_\_\_\_  
City Clerk