



**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, January 17, 2017**

**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.     [16-1445](#)     Approval of Broken Arrow Municipal Authority Meeting Minutes of December 20, 2016

**Attachments:**   [12-20-16 BAMA Minutes](#)

- B.     [17-1723](#)     Approval of Broken Arrow Municipal Authority Meeting Minutes of January 3, 2017

**Attachments:**   [BAMA Minutes 1-3-17](#)

- C.     [16-1528](#)     Approval of Broken Arrow Municipal Authority Claims List for January 17, 2017

**Attachments:**   [01-17-17 BAMA CL](#)

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

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

**6. General Authority Business**

- A.     [17-1640](#)     Consideration, discussion, and possible approval and execution of an Effluent Contract for Irrigation with ISCC Managing Group, LLC d/b/a/ The Club at Indian Springs, for use of reclaimed treated effluent discharge at the Indian Springs Golf Course

**Attachments:**   [EFFLUENT NEW FINAL 1-13-17 BAC](#)  
[Exhibit A](#)  
[Exhibit B](#)  
[Exhibit C](#)

- B. [17-1733](#) Consideration, discussion, and possible approval of and authorization to execute Amendment No. 1 to Waste Water Treatment Facility Contract between The Regional Metropolitan Utility Authority and the Broken Arrow Municipal Authority

**Attachments:** [2017 AMENDMENT NO. 1 TO BA - RMUA Service Agreement](#)

**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 #:** 16-1445, **Version:** 1

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**Broken Arrow Municipal Authority**  
**Meeting of: January 17, 2017**

**To:** Chairman and Authority Members  
**From:** Office of the City Clerk  
**Title:** Approval of Broken Arrow Municipal Authority Meeting Minutes of December 20, 2016

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

**Cost:** \$0

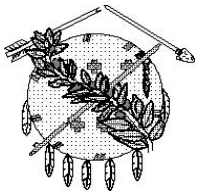
**Prepared By:** Lisa Blackford, City Clerk

**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 December 20, 2016

**Recommendation:** Approval of the minutes of December 20, 2016 for the Broken Arrow Municipal Authority meeting



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

City Hall  
220 S 1st Street  
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74012

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

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**Tuesday, December 20, 2016**

**Council Chambers**

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**1. Call to Order**

Chairman Thurmond called the meeting to order at approximately 7:50 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 remove from the Consent Agenda. There being none, he asked for a motion.

MOTION: A motion was made by Mike Lester, seconded by Richard Carter.

**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. 16-976**      **Approval of Broken Arrow Municipal Authority Meeting Minutes of December 6, 2016**
- B. 16-1448**      **Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of November 2016**
- C. 16-1490**      **Notification of Architect-Engineer Agreements and Professional Services Contracts and Amendments with a value of less than \$25,000**
- D. 16-1447**      **Approval of and authorization to execute Amendment No. 1 to Professional Consultant Agreement with Alan Plummer Associates, Inc., for revisions to the design of a City-wide Supervisory Control and Data Acquisition (SCADA) system for water and wastewater pumping facilities and Lynn Lane Wastewater Treatment Plant**
- E. 16-1469**      **Approval of bids received and award the lowest responsible bid to Bob Howard Dodge for the purchase of one (1) full-sized ½ ton four-wheel drive (4WD) quad cab pickup pursuant to the Oklahoma statewide vehicle contract**
- F. 16-1468**      **Approval of bids received and award the lowest responsible bid to Bob Moore Ford for the purchase of one (1) full-sized ½ ton four-wheel drive (4WD) crew cab pickup pursuant to the Oklahoma statewide vehicle contract**
- G. 16-1464**      **Approval of bids received and award the lowest responsible bid to Grissoms for the purchase of a 2017 John Deere 6110M with Diamond DBM-C-0 Mower for the Stormwater Division**
- H. 16-851**      **Approval of the Broken Arrow Municipal Authority Claims List for December 20, 2016**



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

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

**5. General Authority Business**

There was no General Authority Business. No action was required or taken.

**6. Executive Session**

There was no Executive Session. No action was required or taken.

**7. Adjournment**

The meeting adjourned at approximately 7:51 p.m.

MOTION: A motion was made by Scott Eudey, seconded by Johnnie Parks.

**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 #: 17-1723, Version: 1**

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### **Broken Arrow Municipal Authority**

**Meeting of: January 17, 2017**

**To:** Chairman and Authority Members

**From:** Office of the City Clerk

**Title:** Approval of Broken Arrow Municipal Authority Meeting Minutes of January 3, 2017

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

**Cost:** \$0

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

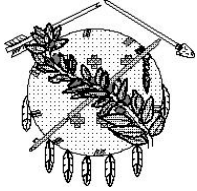
**Reviewed By:** Russell Gale, Assistant City Manager of Administration

Beth Anne Wilkening, City Attorney

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

**Attachments:** Broken Arrow Municipal Authority minutes of January 3, 2017

**Recommendation:** Approval of the minutes of January 3, 2017 for the Broken Arrow Municipal Authority meeting



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

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

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**Tuesday, January 3, 2017**

**Council Chambers**

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**1. Call to Order**

Chairman Craig Thurmond called the meeting to order at approximately 7:13 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 remove from the Consent Agenda. There being none, he asked for a motion.

MOTION: A motion was made by Mike Lester, seconded by Richard Carter.

**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. 16-1512**

**Approval of 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**

**B. 16-1519**

**Ratification of a Regional Metropolitan Utility Authority (RMUA) Construction Contract Award with Crossland Heavy Contractors, Inc. for the Haikey Creek Wastewater Treatment Plant Flow Equalization Basin**

**C. 16-1513**

**Ratification and approval of Change Order No. 3 with Triangle Construction and Utility, LLC, Aspen Creek Relief Line Contract No. S.1307**

**D. 16-1516**

**Approval of the Broken Arrow Municipal Authority Claims List for January 3, 2017**

**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 - - NONE**

**6. General Authority Business**

**A. 16-1521**

**Consideration, discussion, and possible approval of bids received and award of lowest responsible bid to Premier Truck (#2) for the purchase of one 66,000 gross vehicle weight (GVW) Tractor Trailer Cab and Chassis for the Lynn Lane Waste Water Treatment Plant**

Anthony Daniel, Director of Utilities, said his department was seeking the Council's approval to purchase a GVW Tractor Trailer to haul sludge from Lynn Lane Plant to the landfill. He said this new unit would replace a 2006 International Motor Truck that was

showing age and wear/tear. He stated the purchase was fully funded. His staff worked with the purchasing department to send out bids to nine vendors. They received a total of 5 bids, and working with the fleet maintenance team, it was decided the best purchase would be the truck from Premier Truck for a Freightliner Tractor Trailer Cab. The lowest bid was from Summit Trucks, but as they were having problems that were well known, Mr. Daniel was requesting approval for the Freightliner Truck from Premier Truck (#2) for the price of \$116,135.

MOTION: A motion was made by Johnnie Parks, seconded by Scott Eudey.

**Move to award the lowest responsible bid to Premier Truck (#2) for the purchase of one 66,000 GVW Tractor Trailer Cab and Chassis**

The motion carried by the following vote:

**Aye: 5 -**

Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

#### **7. Executive Session**

There was no Executive Session. No action was required or taken.

#### **8. Adjournment**

The meeting adjourned at approximately 7:16 p.m.

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

**Move to adjourn**

The motion carried by the following vote:

**Aye: 5 -**

Scott Eudey, Johnnie Parks, Mike Lester, Richard Carter, Craig Thurmond

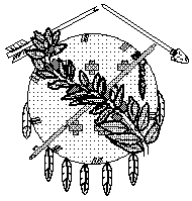
Attest:

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Chairman

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Secretary



# City of Broken Arrow

## Fact Sheet

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**File #:** 16-1528, **Version:** 1

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FUND	020 BAMA						
DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
8/08/2016	601	TETRA TECH INC	PI 6918	51077852	020-5400-434.70-15		5,594.36
					8/08/2016 TOTAL -		5,594.36
					CUMULATIVE TOTAL -		5,594.36
10/12/2016	399	LOCKE SUPPLY COMPANY	PI 6628	800298	020-5115-437.60-24		.73-
			PI 6629	800298	020-5410-435.60-23		2.64-
					10/12/2016 TOTAL -		3.37-
					CUMULATIVE TOTAL -		5,590.99
10/18/2016	113	WAGONER COUNTY RURAL WATER #4	001013	367100	020-5415-435.50-23		13.30
10/18/2016	309	OKLAHOMA NATURAL GAS CO	002830	114920245	020-5415-435.50-24		22.74
			002901	253746873	020-5415-435.50-24		41.91
			002902	183825191	020-5415-435.50-24		47.51
			002903	253746364	020-5415-435.50-24		41.43
			002904	253746509	020-5415-435.50-24		41.91
			005410	253868218	020-5415-435.50-24		41.76
			005416	253868218	020-5415-435.50-24		.63
			005422	178921936	020-1700-419.50-24		108.24
			005424	178922373	020-1700-419.50-24		216.74
			005426	219682564	020-5100-437.50-24		228.32
			005428	253746873	020-5415-435.50-24		.63
			005429	253746364	020-5415-435.50-24		.63
			005430	253746509	020-5415-435.50-24		.62
			005600	254063282	020-5415-435.50-24		.79
			008116	111532618	020-5415-435.50-24		26.96
			008724	254063282	020-5415-435.50-24		61.91
10/18/2016	442	AMERICAN ELECTRIC POWER		9580141030	020-5415-435.50-25		130.94
			000156	9511708090	020-5100-437.50-25		336.67
			000157	9514846980	020-5120-437.50-25		194.40
			000158	9515293420	020-5100-437.50-25		838.67
			000159	9527441030	020-5120-437.50-25		1,025.27
			000160	9589441030	020-5100-437.50-25		767.46
			000165	9526531031	020-5410-435.50-25		7,425.23
			000166	9574890770	020-5410-435.50-25		11,613.06
			000167	9594523000	020-5410-435.50-25		67.27
			000931	9515241030	020-5415-435.50-25		692.16
			000975	9553112580	020-5415-435.50-25		3,670.89
			001202	9552921030	020-5415-435.50-25		42.61
			001900	9591574610	020-5415-435.50-25		47.18
			005276	9504700320	020-5415-435.50-25		46.26
			005277	9520493673	020-5415-435.50-25		73.39
			005278	9528706400	020-5415-435.50-25		45.90
			005280	9544731030	020-5415-435.50-25		91.24
			005282	9563338071	020-5415-435.50-25		103.20
			005283	9565957711	020-5415-435.50-25		41.39
			005284	9566631030	020-5415-435.50-25		42.08
			005285	9567901211	020-5415-435.50-25		1,135.06
			005286	9571918810	020-5415-435.50-25		148.73
			005287	9572394130	020-5415-435.50-25		81.59
			005290	9595686240	020-5415-435.50-25		2,078.36
			005291	9597631030	020-5415-435.50-25		77.08

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
				005292	9509921030	020-5415-435.50-25	213.69
				005294	9523741030	020-5415-435.50-25	198.15
				005295	9528041030	020-5415-435.50-25	45.65
				005296	9540041030	020-5415-435.50-25	87.78
				005300	9568821030	020-5415-435.50-25	109.70
				005303	9581731030	020-5415-435.50-25	98.95
				005304	9588531030	020-5415-435.50-25	98.10
				005305	9591431030	020-5415-435.50-25	92.96
				005306	9593621030	020-5415-435.50-25	41.28
				005431	95832410302	020-5415-435.50-25	1.69
				005434	9521969410	020-5305-438.50-25	111.85
				005435	9562295260	020-5305-438.50-25	72.96
				005436	9568940540	020-5305-438.50-25	130.63
				005597	95584410302	020-5100-437.50-25	17.43
				005935	9540921930	020-5415-435.50-25	38.55
				005936	9563531030	020-5415-435.50-25	49.17
				006140	9506407251	020-5415-435.50-25	78.55
10/18/2016	888		PREFERRED BUSINESS SYSTEMS	000075	072739	020-5400-434.40-33	165.00
				000076	072716	020-5410-435.40-33	167.00
10/18/2016	1307		CITY OF TULSA UTILITIES	000989	106727183	020-5405-434.40-93	5,918.26
				000990	106611106	020-5405-434.40-93	114.97
				004931	108291766	020-5405-434.40-93	654.54
				006082	107351421	020-5305-438.40-28	2.68
10/18/2016	6347		COX COMMUNICATIONS	001144	066320601	020-1700-419.50-22	529.59
				002712	066381301	020-5100-437.50-22	555.20
				002713	066260701	020-5410-435.50-23	189.94
10/18/2016	6822		TULSA WINNELSON COMPANY	PI 7043	66616400	020-5100-437.60-18	79.88
10/18/2016	7724		WINSTREAM	001253	2598272	020-5100-437.50-22	277.22
				001255	0351000560	020-5405-434.50-22	275.68
				001256	2513145	020-5405-434.50-22	37.26
				001257	4554762	020-5410-435.50-22	188.41
				001258	2501858	020-5410-435.50-22	42.35
				001259	3558751	020-5415-435.50-22	37.26
				001260	3554226	020-5415-435.50-22	37.26
				001261	3572456	020-5415-435.50-22	37.26
				001262	3572503	020-5415-435.50-22	37.26
10/18/2016	8130		VERIZON	008370	0351000542	020-5205-419.50-22	2.30
				007449	8056024	020-5406-434.50-54	31.21
10/18/2016	10381		CROSSLAND CONSTRUCTION COMPANY,	007450	8056481	020-5406-434.50-54	31.21
				004734	FEB 2017	020-0000-234.04-00	47,327.35
				004735	FEB 2017	020-1700-419.80-02	6,460.56
						10/18/2016 TOTAL -	96,398.86
						CUMULATIVE TOTAL -	101,989.85
10/31/2016	4462		REGIONAL METROPOLITAN UTILITY	PI 6713	405439	020-5410-435.70-15	22,028.61
						10/31/2016 TOTAL -	22,028.61
						CUMULATIVE TOTAL -	124,018.46
11/02/2016	2857		C K & W SUPPLY INC	PI 6610	110120	020-0000-141.00-00	138.60
						11/02/2016 TOTAL -	138.60
						CUMULATIVE TOTAL -	124,157.06



FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	11/18/2016	2857	C K & W SUPPLY INC	PI 6611	110446	020-0000-141.00-00 11/18/2016 TOTAL - CUMULATIVE TOTAL -	277.20 277.20 124,434.26
	11/29/2016	6822	TULSA W NNELSON COMPANY	PI 6716	67223600	020-5410-435.60-18 11/29/2016 TOTAL - CUMULATIVE TOTAL -	.45 .45 124,434.71
	11/30/2016	5290	HOLLOWAY, UPDIKE AND BELLEN IN	PI 6994	1	020-5400-434.70-16 11/30/2016 TOTAL - CUMULATIVE TOTAL -	3,600.00 3,600.00 128,034.71
	12/05/2016	3321	TRAFFIC PARTS INC	PI 6769	434073	020-0000-141.00-00 12/05/2016 TOTAL - CUMULATIVE TOTAL -	1,154.40 1,154.40 129,189.11
	12/07/2016	8695	W.H.O. MFG CO INC	PI 6833	45058	020-5305-438.60-20	1,333.18
	12/07/2016	9918	VALBRIDGE PROPERTY ADVISORS	PI 7001	OK01161496000	020-5400-434.70-08 12/07/2016 TOTAL - CUMULATIVE TOTAL -	11,700.00 13,033.18 142,222.29
	12/10/2016	7370	DEWBERRY ENGINEERS INC	PI 6997	1371463	020-5415-435.70-16 12/10/2016 TOTAL - CUMULATIVE TOTAL -	850.00 850.00 143,072.29
	12/12/2016	8679	HD SUPPLY WATERWORKS, LTD	PI 6793 PI 6794	G514981 G514981	020-0000-141.00-00 020-0000-141.00-00 12/12/2016 TOTAL - CUMULATIVE TOTAL -	50.34 36.00 86.34 143,158.63
	12/13/2016	10615	TRIANGLE CONST & UTILITY LLC	PI 6737 PI 6738 PI 6739 PI 6740	4 4 4- 4CM	020-5415-435.70-15 020-5415-435.70-15 020-5415-435.70-15 020-5415-435.70-15 12/13/2016 TOTAL - CUMULATIVE TOTAL -	80,882.15 90,067.03 9,184.88- 80,882.15- 80,882.15 224,040.78
	12/16/2016	5941	LOWES	PI 6821	02981	020-5305-438.60-23	51.25
	12/16/2016	8679	HD SUPPLY WATERWORKS, LTD	PI 6690 PI 6795 PI 6797 PI 6798 PI 6799	G577572 G543756 G551673 G551673 G551673	020-5400-434.60-40 020-0000-141.00-00 020-0000-141.00-00 020-0000-141.00-00 020-0000-141.00-00 12/16/2016 TOTAL - CUMULATIVE TOTAL -	1,312.00 107.10 146.00 21.66 279.24 1,917.25 225,958.03
	12/19/2016	255	SAFETY GLOVE INC	PI 6770 PI 6771	82525200 82525201	020-0000-141.00-00 020-0000-141.00-00 12/19/2016 TOTAL - CUMULATIVE TOTAL -	275.11 186.47 461.58 226,419.61



FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	12/20/2016	341	HOIDALE CO INC	PI 6743	1035437	020-5130-437.40-55	2,705.92
	12/20/2016	9569	TWIN CITIES READY MIX INC	PI 6666	137709	020-5305-438.60-27	794.75
						12/20/2016 TOTAL -	3,500.67
						CUMULATIVE TOTAL -	229,920.28
	12/21/2016	399	LOCKE SUPPLY COMPANY	PI 6934	3034725200	020-1700-419.60-23	47.26
	12/21/2016	1409	SMITH FARM & GARDEN CO	PI 6688	754713	020-5405-434.70-03	13,508.00
	12/21/2016	9235	PALL CORPORATION	PI 6748	94737357	020-5405-434.60-45	2,369.04
	12/21/2016	9569	TWIN CITIES READY MIX INC	PI 6668	137772	020-5305-438.60-27	1,419.00
	12/21/2016	10095	SOUTHWEST CHEMICAL SERVICE INC	PI 6746	106382	020-5405-434.60-34	4,917.76
						12/21/2016 TOTAL -	22,261.06
						CUMULATIVE TOTAL -	252,181.34
	12/22/2016	1993	G W VAN KEPPEL COMPANY	PI 6681	PS00760951	020-5400-434.60-20	501.48
	12/22/2016	4270	CMC CONSTRUCTION SERVICES	PI 6749	778616	020-5305-438.60-24	116.00
	12/22/2016	5827	BUILDERS UNLIMITED, INC.	PI 6937	#04	020-5410-435.70-15	69,201.40
				PI 6938	#04CM	020-5410-435.70-15	208.19
	12/22/2016	7407	PROFESSIONAL ENGINEERING CONSU	PI 7002	514332	020-5405-434.30-87	5,003.56
	12/22/2016	8304	THERMO FISHER SCIENTIFIC	PI 6928	7125273	020-5405-434.60-34	66.50
	12/22/2016	8679	HD SUPPLY WATERWORKS, LTD	PI 6613	G436872	020-0000-141.00-00	293.70
				PI 6685	G576455	020-5410-435.60-41	1,170.00
				PI 6800	G570166	020-0000-141.00-00	21.66
				PI 6801	G570166	020-0000-141.00-00	66.85
	12/22/2016	9569	TWIN CITIES READY MIX INC	PI 6669	137848	020-5305-438.60-27	4,487.52
						12/22/2016 TOTAL -	80,720.48
						CUMULATIVE TOTAL -	332,901.82
	12/23/2016	341	HOIDALE CO INC	PI 6842	1035634	020-5130-437.40-55	249.50
						12/23/2016 TOTAL -	249.50
						CUMULATIVE TOTAL -	333,151.32
	12/24/2016	420	APAC-CENTRAL, INC	PI 6735	7000950639	020-5305-438.60-80	102.02
						12/24/2016 TOTAL -	102.02
						CUMULATIVE TOTAL -	333,253.34
	12/27/2016	5042	H G FLAKE SUPPLY CO	PI 6638	0343418	020-5405-434.60-23	28.43
	12/27/2016	5371	PREMIER TRUCK GROUP	PI 6678	125557	020-5125-436.70-02	160,424.00
	12/27/2016	5941	LOWES	PI 6723	11765	020-5400-434.60-23	9.30
				PI 6822	01726	020-5305-438.60-23	130.86
	12/27/2016	6478	FORTILINE INC	PI 6803	3828715	020-0000-141.00-00	1,986.84
						12/27/2016 TOTAL -	162,579.43
						CUMULATIVE TOTAL -	495,832.77
	12/28/2016	71	BROKEN ARROW ELECTRIC SUPPLY I	PI 6718	S2135703001	020-5410-435.60-45	37.13
	12/28/2016	90	NAPA AUTO PARTS	PI 6705	855354	020-0000-141.00-00	20.76
				PI 6706	855354	020-0000-141.00-00	73.38
				PI 6707	855354	020-0000-141.00-00	11.38
				PI 6708	855354	020-0000-141.00-00	2.60
				PI 6709	855354	020-0000-141.00-00	165.11
	12/28/2016	378	KSM EXCHANGE LLC	PI 6704	P14769	020-0000-141.00-00	47.79
	12/28/2016	641	HOLMAN SEED FARMS	PI 6792	88235	020-0000-141.00-00	770.00

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	12/28/2016	1059	SOUTHERN TIRE MART	PI 6618	45325558	020-0000-141.00-00	1,160.52
	12/28/2016	2857	C K & W SUPPLY INC	PI 6612	111097	020-0000-141.00-00	46.20
				PI 6615	111096	020-0000-141.00-00	184.80
	12/28/2016	4997	HARRIS CORPORATION PSPC	PI 6702	93248708	020-0000-141.00-00	2,678.80
	12/28/2016	5290	HOLLOWAY, UPDIKE AND BELLEN IN	PI 6996	4	020-5415-435.70-16	3,900.00
				PI 6998	5	020-5415-435.70-16	8,000.00
				PI 7004	2	020-5400-434.70-16	16,800.00
	12/28/2016	5371	PREMIER TRUCK GROUP	PI 6620	125185239	020-0000-141.00-00	74.50
	12/28/2016	5941	LOWES	PI 6823	01794	020-5305-438.60-23	31.78
				PI 6824	02483/	020-5305-438.60-23	37.89
	12/28/2016	7304	BIG RED FASTENERS	PI 6680	144512	020-5120-437.60-23	698.25
				PI 6703	144527	020-0000-141.00-00	637.00
	12/28/2016	8353	BISHOP LIFTING PRODUCTS INC	PI 6617	TUL-PSI 23570	020-0000-141.00-00	248.32
						12/28/2016 TOTAL -	35,626.21
						CUMULATIVE TOTAL -	531,458.98
	12/29/2016	90	NAPA AUTO PARTS	PI 6624	855469	020-0000-141.00-00	476.98
				PI 6625	855469	020-0000-141.00-00	123.33
				PI 6626	855469	020-0000-141.00-00	63.40
				PI 6646	855411	020-5400-434.60-23	8.43
				PI 6649	855465	020-5120-437.60-23	4.99
	12/29/2016	168	TULSA NEW HOLLAND	PI 6621	464131	020-0000-141.00-00	65.25
	12/29/2016	225	SUMMIT HOLDINGS	PI 6614	411128237	020-0000-141.00-00	265.36
				PI 6692	411128474	020-5305-438.60-20	98.63
	12/29/2016	240	GRAINGER	PI 6942	9317745637	020-5410-435.60-45	941.80
	12/29/2016	370	AIRGAS USA LLC	PI 6927	9058765046	020-5130-437.60-21	45.50
	12/29/2016	518	ROBINSON GLASS	PI 6697	189078	020-5305-438.60-20	234.00
	12/29/2016	1059	SOUTHERN TIRE MART	PI 6623	45325553	020-0000-141.00-00	3,340.00
				PI 6699	45325553	020-5125-436.60-19	480.00
	12/29/2016	2538	ENVIRONMENTAL IMPROVEMENTS INC	PI 6835	0032605	020-5405-434.60-45	356.00
				PI 6836	0032589	020-5405-434.60-45	4,041.91
	12/29/2016	5042	H G FLAKE SUPPLY CO	PI 6639	0343460	020-5405-434.60-45	234.30
				PI 6640	0343461	020-5405-434.60-45	10.98
				PI 6641	0343511	020-5405-434.60-45	151.77
	12/29/2016	5410	UNITED RENTALS, INC	PI 6686	143185013001	020-5400-434.70-04	14,759.50
	12/29/2016	6768	PREMIER COLLISION CENTER, INC.	PI 6682	12275416	020-5410-435.40-20	1,462.56
	12/29/2016	8539	ALL MAINTENANCE SUPPLY INC	PI 6619	0005315801	020-0000-141.00-00	507.50
	12/29/2016	9569	TWIN CITIES READY MIX INC	PI 6935	138067	020-5305-438.60-27	3,926.38
	12/29/2016	9892	GOODYEAR COMMERCIAL TIRE	PI 6616	2541007164	020-0000-141.00-00	7,324.14
				PI 6689	2541007164	020-5125-436.60-19	364.41
	12/29/2016	10233	PETROLEUM TRADERS CORP	PI 6622	1086930	020-0000-141.00-00	13,487.56
						12/29/2016 TOTAL -	51,814.68
						CUMULATIVE TOTAL -	583,273.66
	12/30/2016	90	NAPA AUTO PARTS	PI 6651	855499	020-5305-438.60-20	68.40
				PI 6652	855500	020-5400-434.60-20	139.11
				PI 6654	855571	020-5115-437.60-20	58.95
				PI 6711	855589	020-0000-141.00-00	280.12
				PI 6712	855589	020-0000-141.00-00	118.63
				PI 6726	855569	020-5115-437.60-20	99.40
				PI 6829	855511	020-5120-437.60-23	55.92



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	12/30/2016	133	UTILITY SUPPLY	PI 6684	100225	020-5400-434.70-04	11,342.26
	12/30/2016	225	SUMMIT HOLDINGS	PI 6627	411128858	020-0000-141.00-00	205.40
				PI 6693	411128832	020-5305-438.60-20	527.19
	12/30/2016	255	SAF T GLOVE INC	PI 6772	82560500	020-0000-141.00-00	49.87
	12/30/2016	403	MAXWELL SUPPLY OF TULSA INC	PI 6751	422911	020-5305-438.70-15	3,488.85
	12/30/2016	625	FASTENAL COMPANY	PI 6722	OKTU724328	020-5120-437.60-23	6.00
	12/30/2016	2370	STEVES WHOLESALE DIST	PI 6944	090263	020-5305-438.60-23	152.28
	12/30/2016	5941	LOWES	PI 6637	01436	020-5115-437.60-24	333.72
	12/30/2016	8679	HD SUPPLY WATERWORKS, LTD	PI 6796	G570150	020-0000-141.00-00	321.30
				PI 6802	G551679	020-0000-141.00-00	478.48
				PI 6804	G572677	020-0000-141.00-00	1,621.20
				PI 6805	G572677	020-0000-141.00-00	2,291.60
	12/30/2016	9569	TWIN CITIES READY MIX INC	PI 6936	138140	020-5305-438.60-27	889.75
	12/30/2016	9779	WECO, INC	PI 6945	730470	020-5120-437.40-29	500.00
	12/30/2016	10233	PETROLEUM TRADERS CORP	PI 6710	1087356	020-0000-141.00-00	13,409.30
						12/30/2016 TOTAL -	36,437.73
						CUMULATIVE TOTAL -	619,711.39
	1/01/2017	420	APAC-CENTRAL, INC	PI 6837	7000951580	020-5305-438.60-80	607.57
				PI 6838	7000951580	020-5400-434.60-80	1,110.29
				PI 6839	7000951580	020-5415-435.60-27	84.76
				PI 6840	7000951781	020-5305-438.60-80	650.80
	1/01/2017	2372	WATKINS SAND COMPANY INC	PI 6732	15326	020-5305-438.60-80	150.00
				PI 6733	15326	020-5400-434.60-80	750.00
						1/01/2017 TOTAL -	3,353.42
						CUMULATIVE TOTAL -	623,064.81
	1/02/2017	452	GELCO UNIFORMS & SHOES INC	PI 6754	00199465	020-5120-437.60-10	100.00
						1/02/2017 TOTAL -	100.00
						CUMULATIVE TOTAL -	623,164.81
	1/03/2017	42	ARROW SAFE AND LOCK INC	PI 6765	69744	020-5120-437.60-23	78.90
	1/03/2017	90	NAPA AUTO PARTS	PI 6757	855773	020-5400-434.60-20	20.50
				PI 6762	855824	020-5305-438.60-20	9.70
				PI 6764	855829	020-5405-434.60-23	14.45
	1/03/2017	92	WHITE STAR MACHINERY & SUPPLY	PI 6768	07150628	020-5305-438.60-20	83.47
	1/03/2017	5042	H G FLAKE SUPPLY CO	PI 6904	0343530	020-5405-434.60-45	118.70
				PI 6905	0343531	020-5405-434.60-45	462.62
	1/03/2017	5941	LOWES	PI 6701	02172	020-5405-434.60-23	7.13
				PI 6756	03569	020-5405-434.60-23	57.63
	1/03/2017	6626	REXEL	PI 6951	S115471876001	020-5405-434.60-18	1,916.00
	1/03/2017	9561	RED WING SHOES	PI 6755	30273	020-5115-437.60-10	100.00
	1/03/2017	9876	LONE STAR SAFETY & SUPPLY INC	PI 6806	D270429	020-0000-141.00-00	160.20
				PI 6807	D270426	020-0000-141.00-00	133.50
						1/03/2017 TOTAL -	3,162.80
						CUMULATIVE TOTAL -	626,327.61
	1/04/2017	37	ANCHOR STONE CO	PI 6847	69746	020-5415-435.60-41	88.68
	1/04/2017	90	NAPA AUTO PARTS	PI 6782	855944	020-0000-141.00-00	150.73
				PI 6783	855944	020-0000-141.00-00	173.64
				PI 6784	855944	020-0000-141.00-00	24.42

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	1/04/2017	240	GRAINGER	PI 6785	855944	020-0000-141.00-00	30.18
	1/04/2017	370	AIRGAS USA LLC	PI 6780	9321426034	020-0000-141.00-00	156.32
	1/04/2017	399	LOCKE SUPPLY COMPANY	PI 6850	9058908867	020-5305-438.60-23	48.94
	1/04/2017	1409	SMITH FARM & GARDEN CO	PI 6897	3043250300	020-5410-435.60-24	10.38
	1/04/2017	5936	CONTINENTAL BATTERY CO	PI 6777	755278	020-0000-141.00-00	288.00
	1/04/2017	5941	LOWES	PI 6781	15320104171404	020-0000-141.00-00	129.84
	1/04/2017	10052	MASSCO	PI 6853	02621	020-5305-438.60-23	16.32
				PI 6982	4054087	020-5115-437.60-24	385.74
						1/04/2017 TOTAL -	1,503.19
						CUMULATIVE TOTAL -	627,830.80
	1/05/2017	37	ANCHOR STONE CO	PI 6848	69749	020-5405-434.60-23	20.70
				005547	162497409	020-5415-435.70-15	226.44
				005548	162566109	020-5415-435.70-15	2,705.77
	1/05/2017	90	NAPA AUTO PARTS	PI 6812	856045	020-0000-141.00-00	150.89
				PI 6813	856045	020-0000-141.00-00	5.64
				PI 6814	856045	020-0000-141.00-00	74.34
				PI 6879	855977	020-5125-436.60-20	9.24
				PI 6881	855987	020-5120-437.60-23	4.50
	1/05/2017	179	TRANS CONTINENTAL SUPPLY INC	PI 6810	1024545	020-0000-141.00-00	272.82
	1/05/2017	181	GNC CONCRETE PRODUCTS INC	005549	68843	020-5415-435.70-15	2,956.37
				005550	68844	020-5415-435.70-15	3,296.30
	1/05/2017	225	SUMMIT HOLDINGS	PI 6912	411129118	020-5125-436.60-20	78.45
	1/05/2017	238	GOODYEAR AUTO SERVICE CENTER	PI 6773	142978	020-0000-141.00-00	813.30
	1/05/2017	1059	SOUTHERN TIRE MART	PI 6811	45326313	020-0000-141.00-00	3,246.34
	1/05/2017	3444	ADMIRAL EXPRESS OFFICE SUPPLY	005498	167759S	020-5100-437.60-03	387.78
				005501	167950S	020-5200-419.60-03	37.82
				005502	167618S	020-5205-419.60-03	331.06
				005507	C18254110	020-0503-415.60-03	169.01-
				005508	167602S	020-0503-415.60-03	295.45
				005514	167750S	020-5405-434.60-03	93.06
				005515	167545S	020-5410-435.60-03	161.03
				005516	167849S	020-5305-438.60-03	271.36
				005518	167804S	020-5400-434.60-03	253.26
	1/05/2017	4462	REGIONAL METROPOLITAN UTILITY	005477	405439	020-5410-435.40-45	104,802.26
	1/05/2017	4560	POSTMASTER	005475	17800-000	020-0503-415.50-39	225.00
	1/05/2017	5620	MATRIX MATERIAL HANDLING	PI 6953	9881	020-5130-437.60-23	77.30
	1/05/2017	5904	ADDCO ELECTRIC INC.	005447	21965	020-5100-437.40-07	490.39
	1/05/2017	5941	LOWES	PI 6857	01667	020-5410-435.60-23	34.17
				PI 6858	01727	020-5410-435.60-41	56.96
				PI 6859	01754	020-5405-434.60-23	83.23
				PI 6861	02342	020-5410-435.60-24	32.30
				PI 6959	01668	020-5305-438.60-24	414.20
	1/05/2017	7346	OTTO ENGINEERING	PI 6808	938293	020-0000-141.00-00	396.35
	1/05/2017	9151	CLEAN THE UNIFORM CO OKLAHOMA	005530	50804331	020-5305-438.40-31	105.35
				005531	50804331	020-5305-438.40-31	168.76
				005532	50804332	020-5305-438.40-33	2.60
				005534	50804933	020-5115-437.40-31	42.44
				005579	50804931	020-5400-434.40-31	123.67
				005580	50804931	020-5406-434.40-31	46.69
				005581	50804932	020-5415-435.40-31	46.96



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					005584	50805345	020-5305-438.40-31	117.00
					005586	50805346	020-5305-438.40-33	2.60
					005588	50805352	020-5405-434.40-31	70.67
					005589	50804930	020-5100-437.40-33	4.00
					005662	50805971	020-5115-437.40-31	42.44
					005663	50805973	020-5130-437.40-31	8.60
					005664	50805976	020-5100-437.40-33	18.00
					005665	50805976	020-5120-437.40-33	25.00
					005708	50804929	020-5200-419.40-31	19.31
					005709	50804936	020-5120-437.40-31	98.18
					005710	50804935	020-5130-437.40-31	8.60
					005711	50804938	020-5120-437.40-33	29.00
					005712	50805354	020-5410-435.40-28	8.10
					005713	50805355	020-5410-435.40-31	35.95
					005715	50805969	020-5400-434.40-31	123.67
					005716	50805969	020-5406-434.40-31	46.69
					005717	50805970	020-5415-435.40-31	46.96
					005718	50805975	020-5125-436.40-31	208.45
					005719	50804937	020-5125-436.40-31	202.56
					005720	50805974	020-5120-437.40-31	98.18
					005721	50806403	020-5405-434.40-31	70.67
1/05/2017	9569			TWIN CITIES READY MIX INC	PI 7014	138259	020-5305-438.60-27	538.50
1/05/2017	10214			TULSA'S GREEN COUNTRY STAFFING	005484	50772	020-5125-436.50-37	4,465.50
1/05/2017	10393			MIDLAND PAPER COMPANY	PI 6809	00536320	020-0000-141.00-00	472.00
1/05/2017	10769			OKLAHOMA FLUID SOLUTION DBA	PI 6983	9428651	020-5405-434.60-45	271.83
							1/05/2017 TOTAL -	129,704.00
							CUMULATIVE TOTAL -	757,534.80
1/06/2017	71			BROKEN ARROW ELECTRIC SUPPLY I	PI 7015	S2139041001	020-5410-435.60-41	33.27
1/06/2017	90			NAPA AUTO PARTS	PI 6815	856139	020-0000-141.00-00	27.57
					PI 6816	856139	020-0000-141.00-00	19.92
					PI 6817	856139	020-0000-141.00-00	13.74
					PI 6818	856143	020-0000-141.00-00	102.60
					PI 6969	856082	020-5305-438.60-20	3.82
1/06/2017	141			CUMMINS SOUTHERN PLAINS	PI 6985	02741358	020-5125-436.60-20	105.98
1/06/2017	159			DK MACHINE INC	005552	10610	020-5406-434.40-28	376.00
1/06/2017	179			TRANS CONTINENTAL SUPPLY INC	PI 6774	1024557	020-0000-141.00-00	101.04
					PI 6775	1024557	020-0000-141.00-00	442.80
					PI 6776	1024557	020-0000-141.00-00	72.48
1/06/2017	241			GRAND RIVER DAM AUTHORITY	005679	41703	020-5405-434.50-94	556.13
1/06/2017	307			OTA PIKEPASS CENTER	005691	20161291127	020-5120-437.50-03	1.50
					005692	20161291127	020-5125-436.50-03	27.63
					005693	20161291127	020-5200-419.50-03	10.75
					005694	20161291127	020-5210-419.50-03	8.95
					005695	20161291127	020-5305-438.50-03	5.60
					005696	20161291127	020-5400-434.50-03	8.90
					005697	20161291127	020-5405-434.50-03	.80
					005698	20161291127	020-5406-434.50-03	7.65
					005699	20161291127	020-5410-435.50-03	337.85
1/06/2017	355			INCOG	005626	221462	020-1700-419.30-85	9,609.50
					005629	221454	020-1700-419.30-85	1,807.25

FUND	020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
		1/06/2017	2227	HAYNES EQUIPMENT CO	005559	8116739	020-5415-435.40-29	184.00
		1/06/2017	4598	AWNINGS OF TULSA INC.	PI 6843	6961	020-5100-437.70-17	1,670.00
		1/06/2017	5941	LOWES	PI 6864	02846	020-5410-435.60-23	43.24
					PI 6963	12256	020-5415-435.60-23	34.34
		1/06/2017	6584	MANUFACTURERS NEWS INC.	005630	1LU8224	020-5410-435.30-34	155.00
		1/06/2017	8018	THE UPS STORE #3764	005645	000011706	020-5130-437.50-39	10.41
					005646	000011542	020-5130-437.50-39	166.28
					005647	000011570	020-5130-437.50-39	11.16
					005648	000011609	020-5130-437.50-39	25.11
					005649	000011683	020-5130-437.50-39	58.66
		1/06/2017	8019	HDR, INC	005560	1200009848	020-5405-434.30-87	3,361.33
					005680	1200025811	020-5405-434.30-87	2,427.30
		1/06/2017	8165	ONLINE INFORMATION SERVICES	005567	751913	020-0503-415.50-28	510.79
		1/06/2017	9539	TULSA HEALTH DEPARTMENT	005707	30442	020-5400-434.30-34	2,724.00
		1/06/2017	9784	EUROFINS EATON ANALYTICAL INC	005678	L0299267	020-5405-434.30-34	200.00
		1/06/2017	9822	MORTON SALT INC	PI 6981	5401228765	020-5405-434.60-34	5,660.59
		1/06/2017	9923	MILTY'S BOYS SEPTIC	005681	1156	020-5405-434.40-28	850.00
		1/06/2017	10039	COVANTA ENERGY LLC	005551	086459CVTUL	020-5125-436.40-30	17,743.27
		1/06/2017	10127	FUELMAN	005557	BG2183727	020-5305-438.60-21	2.50
		1/06/2017	10214	TULSA'S GREEN COUNTRY STAFFING	005655	50912	020-5125-436.50-37	5,705.70
		1/06/2017	10407	ALLIANCE MAINTENANCE INC	005621	88937	020-1700-419.40-28	1,415.00
		1/06/2017	10562	SEE CLICK FIX INC	005644	2016965	020-1700-419.30-87	120.00
		1/06/2017	10772	WEX FLEET UNIVERSAL	005656	48153172	020-5130-437.60-21	39.57
							1/06/2017 TOTAL -	56,799.98
							CUMULATIVE TOTAL -	814,334.78
		1/09/2017	90	NAPA AUTO PARTS	PI 6789	856321	020-0000-141.00-00	84.54
					PI 6790	856321	020-0000-141.00-00	27.84
					PI 6791	856321	020-0000-141.00-00	4.86
					PI 6883	856249	020-5120-437.60-20	11.99
					PI 6973	856263	020-5125-436.60-20	12.88
		1/09/2017	225	SUMMIT HOLDINGS	PI 6845	411204911	020-5305-438.40-20	3,785.04
					PI 6914	411129294	020-5305-438.60-20	560.82
		1/09/2017	399	LOCKE SUPPLY COMPANY	PI 6978	3046707700	020-5410-435.60-45	79.67
		1/09/2017	1409	SMITH FARM & GARDEN CO	PI 6954	755456	020-5405-434.60-20	98.12
		1/09/2017	5042	H G FLAKE SUPPLY CO	PI 7034	0343433	020-5405-434.60-45	916.43
		1/09/2017	5936	CONTINENTAL BATTERY CO	PI 6788	15320109171504	020-0000-141.00-00	365.92
		1/09/2017	5941	LOWES	PI 6787	01545	020-0000-141.00-00	124.80
					PI 6866	13339	020-5415-435.60-23	14.24
		1/09/2017	10233	PETROLEUM TRADERS CORP	PI 6988	1089919	020-0000-141.00-00	13,614.22
					PI 7038	1089919	020-5130-437.40-55	164.69
		1/09/2017	10703	ACDC INDUSTRIAL AUTOMATION	PI 6844	INV160013	020-5405-434.40-28	1,200.00
							1/09/2017 TOTAL -	21,066.06
							CUMULATIVE TOTAL -	835,400.84
		1/10/2017	71	BROKEN ARROW ELECTRIC SUPPLY I	005603	S2121507001	020-5410-435.70-15	109.61
					005604	S2119111001	020-5410-435.70-15	98.58
		1/10/2017	90	NAPA AUTO PARTS	PI 6888	856404	020-5120-437.60-20	96.88
					PI 6889	856405	020-5400-434.60-20	49.68
		1/10/2017	101	WELDON PARTS TULSA	PI 6786	181074600	020-0000-141.00-00	372.28
		1/10/2017	176	TIMMONS OIL COMPANY INC	PI 6986	W03176	020-0000-141.00-00	238.00



FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
	1/10/2017	377	KI MS I NTERNATI ONAL	PI 6987	W 03177	020-0000-141.00-00	238.00
				PI 6778	0095324	020-0000-141.00-00	119.30
				PI 6779	0095324	020-0000-141.00-00	13.39
	1/10/2017	5941	LOWES	PI 6867	01702	020-5405-434.60-23	8.92
				PI 6869	14360	020-5405-434.60-23	113.05
				PI 6870	2300	020-5410-435.60-24	30.29
	1/10/2017	9561	RED W NG SHOES	PI 7006	31273	020-5406-434.60-10	100.00
						1/10/2017 TOTAL -	1,587.98
						CUMULATI VE TOTAL -	836,988.82
	1/11/2017	90	NAPA AUTO PARTS	PI 6990	856546	020-0000-141.00-00	180.24
				PI 6991	856546	020-0000-141.00-00	47.88
				PI 6992	856546	020-0000-141.00-00	226.10
				PI 7026	856519	020-5305-438.60-20	6.69
				PI 7029	856556	020-5405-434.60-23	33.26
	1/11/2017	120	CI NTAS CORPORATI ON	PI 7009	5006906891	020-5305-438.60-23	79.47
	1/11/2017	5941	LOWES	PI 7020	02603	020-5405-434.60-23	45.48
				PI 7021	13932	020-5405-434.60-23	1.54
	1/11/2017	8294	FLEETPRI DE I NC	PI 6989	82228363	020-0000-141.00-00	105.60
						1/11/2017 TOTAL -	726.26
						CUMULATI VE TOTAL -	837,715.08
	1/12/2017	400	L & M OFFI CE FURNI TURE I NC	005779	738810	020-5210-419.70-19	1,245.00
						1/12/2017 TOTAL -	1,245.00
						FUND 020 TOTAL -	838,960.08



# City of Broken Arrow

## Fact Sheet

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**File #: 17-1640, Version: 1**

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**Broken Arrow Municipal Authority  
Meeting of: 1-17-2017**

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

**Consideration, discussion, and possible approval and execution of an Effluent Contract for Irrigation with ISCC Managing Group, LLC d/b/a/ The Club at Indian Springs, for use of reclaimed treated effluent discharge at the Indian Springs Golf Course**

### **Background:**

On March 14, 2012, the Broken Arrow Municipal Authority (BAMA) approved and executed a contract to provide treated wastewater effluent discharge to the Indian Springs Country Club for irrigation purposes currently ISCC Managing Group LLC (ISCC). On August 29, 2016 BAMA submitted an application to the Oklahoma Department of Environmental Quality (DEQ) for renewal of the Lynn Lane Wastewater Treatment Plant permit to discharge, OPDES Permit No. OK0040053. The current permit will expire on February 28, 2017.

On November 18, 2016 the DEQ permit writer visited the LLWWTP. During the plant tour, the DEQ representative questioned staff about the existing water reuse system supplying reclaimed water to ISCC and identified this activity is classified as Category 3 permitted use of reclaimed water.

In accordance with the requirement for permit to supply specified at OAC 252:627-1-3, BAMA is required to submit the following as part of the OPDES permit application.

- a. A revised application Form 2M1 to provide supplier and user information required.
- b. A signed copy of the agreement with user (ISCC). Signed agreement shall contain the minimum provisions specified at OAC 252:627-1-3 (c) (4)
- c. A completed DEQ Form 627-LAP to provide plan of operation and management of reclaimed water land application system.

All required information was to be submitted to DEQ by December 30, 2016 or the permit review was to be suspended. On December 16, 2016 staff submitted a request to DEQ for a 30-day time extension for submitting the required information. This time extension is necessary as a new reuse agreement with ISCC had to be drafted and executed (the existing agreement expires on March 14, 2017). On December 19, 2016 DEQ advised us in writing approving our time extension request with a due date of January 30, 2017.

Staff had met with ISCC management and discussed the DEQ established requirements for operating a Category 3 reclaimed water system along with the testing and reporting requirements. Plant staff will work



closely with ISCC staff to ensure all tests data are received and kept on file for monthly reporting purposes.

The changes made in the new Contract pertain to defining terms listed in the Code, defining the User (ISCC) as a Category 3 user of reclaimed water, requiring the ISCC to pay all fees and costs associated with the provision of reclaimed water, requiring ISCC to provide all required information for BAMA and ISCC to obtain renewal permits and defining the type and frequency of testing of the reclaimed water.

Staff has reviewed the Effluent Contract and recommends the Authority approve the contract and authorize its execution.

**Cost:** As part of the overall budget  
**Prepared By:** Anthony C. Daniel, Director of the Utilities Department  
**Reviewed By:** Assistant City Manager-Operations  
Legal Department

**Approved By:** Michael L. Spurgeon, City Manager  
**Attachments:** First Amendment to Effluent Contract for Irrigation with Exhibit A, B and C

**Recommendation:**  
Approve the Effluent Contract for Irrigation and authorize its execution.

## **EFFLUENT CONTRACT FOR IRRIGATION**

This Agreement is made and entered into this 17<sup>th</sup> day of January, 2017, between the Broken Arrow Municipal Authority, hereinafter referred to as the "Supplier" and, ISCC Managing Group, LLC d/b/a The Club at Indian Springs, hereinafter referred to as the "User."

### **WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

## 1. Definitions

- (a) "Bypass" means the intentional and unintentional diversion of a waste stream from any portion of a wastewater treatment system or a water reuse system.
- (b) "Cell" means an individual basin of a lagoon system.
- (c) "ODEQ" means the Oklahoma Department of Environmental Quality.
- (d) "Discharge" means any intentional or unintentional release by leaking, pumping, pouring, emitting, emptying, dumping, escaping, seeping, overflowing, leaching or other means of release of wastewater or reclaimed water into any waters of the state or into or on any location where they may enter the waters of the state.
- (e) "End-of-pipe" means the terminal points in all reclaimed water users' distribution systems.
- (f) "Lagoon" means a soil or lined basin, either below or above ground level, that is designed, maintained and operated to store, recycle and/or treat wastewater.
- (g) "Operator" means the individual who is properly certified by ODEQ and who is responsible for the maintenance and operation of a water reuse system.
- (h) "MOR" means Monthly Operation Report.
- (i) "Person" means any individual, company, corporation, government agency, municipality, or any other entity.
- (j) "Reclaimed water" means wastewater that has gone through various treatment processes to meet specific water quality criteria with the intent of being used in a beneficial manner.
- (k) "Supplier" means a person or entity that treats and provides reclaimed water pursuant to a permit issued by ODEQ.
- (l) "User" means a person or entity that uses reclaimed water. In those instances in which the Supplier and the User are the same entity, the entity is a Supplier.
- (m) "Treatment works" means any plant, disposal field, lagoon, incinerator or other facility used to treat, stabilize, hold or reclaim wastewater.
- (n) "Water reuse system" means a treatment and distribution system designed to treat and supply reclaimed water.
- (o) "Wetted perimeter" means the area where a land application device distributes reclaimed water.

## 2. Operations and Maintenance

- (a) The User shall be classified as a Category 3 User of reclaimed water and shall use reclaimed water only for the purposes permitted under federal, state and local laws and pursuant to the Oklahoma Administrative Code. The User shall be responsible for all maintenance costs of the effluent pumping system located on Supplier property that supplies effluent to the User. The effluent pumping system includes all piping, and associated appurtenances. The User hereby expressly indemnifies and holds harmless the Supplier for any damages to the effluent delivery systems incurred as a result of the Supplier's operation. If the Supplier's effluent gravity flow system is insufficient to effectively meet its needs and the requirements of ODEQ, then the User shall install its own effluent pumping system, which the User shall be responsible for maintaining and repairing at the User's expense.

- (b) The User shall be responsible for the operation and maintenance of its entire force main system located on and off of Supplier property. The Supplier has previously provided to the User, a utility easement for access into and upon the Supplier's property for operation and maintenance of its force main system.
- (c) The user shall operate all reclaimed water distribution systems in compliance with all applicable ODEQ regulations. Specifically, the Oklahoma Administrative Code sections governing use are attached hereto as "Exhibit A" and specifically incorporated by reference.

### 3. Consideration for use of effluent.

In consideration for the use of the effluent, the User agrees to make its facilities available for two golfing events as follows:

- (a) The User shall provide its golf course on a Monday during the Spring (months of March through June) of each year, as agreed upon by both parties, to the Supplier at no cost. The Supplier will use the course to host an event in which the proceeds will be used to fund a capital project designated by the City Manager.
- (b) The User shall provide its golf course on a Monday during the Fall (months of September through November) of each year, as agreed upon by both parties, to the Supplier at no cost. The Supplier will use the course to host an event in which the proceeds will be used to fund events that will promote City employee morale as designated by the City Manager.

### 4. Term of the Agreement

The Supplier shall provide and the User shall accept and utilize effluent produced by the Supplier from its wastewater treatment facility, and this agreement shall be effective for a term of five (5) years from the date of execution of this contract. The term of the Agreement may be renewed as agreed upon in writing by both the parties. That the User shall provide all required information for renewal of this agreement and the issuance of a permit, including but not limited to, a signed User Agreement, a completed application and survey of distribution system form, Supplier Inspection form, Flushing Plan, Operation and Maintenance Manual and a Monthly Operational Report. That the User and Supplier shall coordinate with each other regarding these requirements and each shall provide the other with all needed information to submit these materials to ODEQ.

### 5. Use of Effluent: User's Irrigation System and Main

- (a) The User shall utilize the effluent delivered by the Supplier for golf course irrigation and ornamental watering purposes or other purposes in any manner determined by the User except that use of the effluent shall be consistent with all local, state, and federal regulations and in such a manner as not to require a federal or state wastewater discharge permit. In the event that a state or federal permit is required in the future for this discharge, the User

agrees to either pay all associated costs or to cease pumping reclaimed water and release the Supplier from its commitments set forth in this Agreement.

- (b) User has all equipment, including pump(s), piping and flow meter to transport and deliver effluent from the Lynn Lane Wastewater Treatment Plant to the receiving location.
- (c) The User shall be solely responsible for the operation and maintenance of the User's irrigation system located within the boundaries of the Supplier's property and shall be solely responsible for all operation and maintenance of all effluent delivery systems including portions of the force main located upon the User's property.
- (d) User shall allow the Supplier reasonable access to all sites to determine whether the user is operating its facilities in compliance with the applicable ODEQ regulations, and/or performing all required monitoring and analysis.
- (e) User shall ensure that reclaimed water shall not be used on golf courses unless irrigation takes place when the public is not allowed to access the sites being irrigated and shall ensure that no human contact is made with the reclaimed water being utilized.
- (f) The Supplier shall retain the right to shut off the effluent pumping system at any time it deems necessary for testing and other related matters as required by its permit issued by ODEQ and required by federal, state and local laws. In such event(s), the Supplier will use its best efforts to resume operation of the system as soon as reasonably possible.

## 6. Water Quality

- (a) Effluent provided under this Agreement shall be treated to levels acceptable to meet applicable local, state and federal requirements for the wastewater treatment facility. The Supplier shall check the water quality for Biochemical Oxygen Demand, Total Suspended Solids, Fecal Coliform, Ammonia Nitrogen, Dissolved Oxygen, Ph, and any additional criteria as may be added in the future as required by permits. If additional tests are required of the Supplier by the local, state, or federal regulatory agencies solely because of the irrigation activity, User agrees to pay for additional tests. In the event of water quality deterioration, the Supplier will inform the User as soon as practicable and irrigation with effluent shall be discontinued until quality is restored to acceptable levels, as determined by the Supplier. The User may use other irrigation water during any such periods effluent is either unavailable or is of insufficient quality.
- (b) The effluent provided to the User shall require treatment in the form of chlorination and dechlorination. As determined by permit, the Supplier is required to chlorinate and dechlorinate the treatment plant effluent.

(c) The testing frequency and limits for water reuse system shall be as follows:

- a. Chlorine disinfection shall be tested every twelve (12) hours and free available chlorine residual at the point of entry shall always be greater than 0.20 ppm or combined chlorine residual at the point of entry shall always be greater than 0.50 mg/l;
- b. Nitrogen/Phosphorous shall be tested one (1) time per month and shall have a limit of less than most stringent agronomic rate;
- c. BOD5 or CBOD5 shall be tested one (1) time per week and shall have a limit of less than 20 mg/l.
- d. Escherichia coli (E. coli) shall be tested three (3) times per week and during the months of May through September shall have a daily limit of 406/100 ml and a monthly geo. mean of 126/100 ml. During the months of October through April shall have a daily limit of 2030/100 ml and a monthly geo. mean of 630/100 ml. The approved methods of testing shall be any of the following SM9221 B.1 (LTB) 2006 and SM9221 F (EC MUG)-2006, SM 9223 B-2004, Colilert Quanti-Tray-2004, or Colilert-18 Quanti-Tray-2004.
- e. Suppliers shall complete a Monthly Operation Report (MOR) for each month. The Supplier shall be required to maintain MOR's on-site. User shall provide all laboratory data and any other information required to complete the operation report to the supplier no later than the 10<sup>th</sup> of each month.
- f. Supplier shall have at least one certified operator employed at all times for each water reuse system. Operators shall be certified pursuant to OAC 252:710.
- g. Suppliers shall report any chlorine residual or turbidity within twenty-four (24) hours from the time supplier becomes aware of a violation(s) by calling ODEQ. A written report describing the reason for the violation and the steps taken to correct the violation shall be submitted to ODEQ within five (5) days of discovery of the violation. User shall remit any and all information needed by the Supplier to complete the reporting requirement immediately upon demand by the Supplier.
- h. Attached hereto as "Exhibit B" is a chart reflecting the testing frequency and limits for Water Reuse Systems. That this chart is hereby incorporated by reference and shall be utilized by the parties herein.

## 7. Costs

- a. All costs of testing, analytics, training of user's employees, operation, maintenance, permit and application fees, flow meter calibration and annual renewal fees shall be paid by the user monthly and no later than 10 days after demand by supplier.

- b. Attached as “Exhibit C” is a summary of the estimated costs of testing, training and permitting. That in the event of an increase in costs, User agrees to pay all increased costs associated with its obligations under this contract.

#### 8. Volume of Water

- (a) The User may use up to a monthly average of 1.5 million (1,500,000) gallons of effluent water per day, unless this use causes the Supplier to violate its loading limits in its NPDES Permit for the discharge of effluent. Should this use cause the Supplier to violate its loading limits, then the Supplier shall give reasonable notice to the User so that it may make other arrangements for its irrigation purposes. The Supplier shall provide more than up to 1.5 million gallons of effluent as long as the effluent is not leaving the User’s property and the loading limits are not being exceeded.
- (b) The Supplier agrees to make available to the User as much effluent as the delivery system is capable of delivering up to 1.5 million gallons a day except for periods of necessary downtime for maintenance, unavoidable disruptions, or acts of God or war, or a need by the Supplier necessitating the use of the reclaimed water.
- (c) During periods of heavy rainfall, flooding and high water, the Supplier may shut off the effluent delivery system to the User and by-pass the system so that the Supplier may effectively remove the high water into the Arkansas River as required by ODEQ. In such event(s), the Supplier will use its best efforts to resume operation of the system as soon as reasonably possible.
- (d) User shall maintain the flow measuring device at their sole cost and shall assure that it is in good working order and operating properly.

#### 9. Cost of Materials and Construction

The User agrees to pay all costs for any and all permitting, design, materials, and construction for any improvements required to transport and use effluent from the Supplier’s treatment facility to the User’s irrigation system.

#### 10. Delivery of Effluent

The User shall only irrigate the grounds during a time when the public is not allowed to access the site. It shall be the User’s responsibility to assure that excessive pumping that could lead to effluent running off the User’s property does not occur.

#### 11. Inability to Deliver

The Supplier shall not be liable to the User for failure to deliver effluent or for damages caused by water quality. If and when situations occur where the Supplier cannot deliver effluent, the Supplier shall notify the User in a timely fashion. As soon as practical thereafter, the Supplier shall provide the User with information concerning the nature of the interruption and the

anticipated duration. The Supplier is required to do testing as required by permit on the effluent and may have to shut down the pumping system to accurately conduct its tests. The Supplier intends to work closely with the User in maintaining good level of effluent for the User to utilize on an ongoing basis. When the Supplier becomes aware of certain situations when the pumping system will be shut down for an extended period of time, the Supplier will notify the User. Supplier shall immediately stop supplying reclaimed water whenever the reclaimed water does not meet the requirements listed herein for chlorine residual and/or turbidity.

## 12. Disclaimer of Warranties

- (a) Express Warranties: The Supplier disclaims all express warranties except those, which specifically appear within this agreement.
- (b) Implied Warranties: The Supplier disclaims any implied warranties of merchantability of the effluent delivered under this contract for any purpose.

## 13. Early Termination or Assignment

- (a) The User and the Supplier shall have the right to assign this contract at any time so long as both parties agree in full and in writing to the method of assignment. Said assignment, however, shall not be unreasonably withheld.
- (b) The User and the Supplier, after reasonable advance notice given to the other party, shall have the right to terminate this Agreement if performance is prevented by third-party litigation or by any other event beyond the control of the User or the Supplier.
- (c) The Supplier shall have the right to terminate this contract by giving thirty (30) days written notice to the User if the User is no longer operating on a continuous basis or if the User fails to provide the facility to the Supplier to hold two (2) golf tournaments by October 30<sup>th</sup> of each year, or if User fails to provide laboratory or other needed data, or fails to pay any fees associated with this contract.

## 14. Excuse from Performance by Government Acts

If, for any reason during the term of this Agreement, local, state, or federal government(s) or agencies shall fail to issue necessary permits, grant necessary approvals, or shall require any change in the operation of the treatment, transmission, and distribution systems, or the application and use of effluent, then to the extent that such requirements shall affect the ability of any party to perform any of the terms of this Agreement, the affected party shall be excused from the performance thereof and a new Agreement shall be negotiated by the parties hereto in conformity with such permits, approvals, or requirements.

## 15. Indemnification

- (a) Providing that the Supplier's actions are within the purview of this contract, the User agrees to hold the Supplier harmless for any liability for damage to the User's property that may



be caused by the effluent. The User further agrees to hold the Supplier from any liability accruing to the User arising from reasonable actions of the Supplier, including its Trustees, employees, and agents, so long as said actions are within the purview of this contract. User agrees to maintain in force a minimum of one million dollars (\$1,000,000) liability insurance. Proof of insurance shall be provided to the City of Broken Arrow's Risk Manager at no cost to the Supplier.

- (b) The User shall save and hold harmless and indemnify the Supplier, its agents, representatives, and employees from all claims, costs, penalties, damages, and expenses (including attorney's fees) arising out of claims related to the User's construction, erection, location, operation, maintenance, repair, installation, replacement, relocation or removal of that part of the system controlled by the User for transmission of or irrigation with the effluent.
- (c) The Supplier agrees that it will assume any and all liability regarding the wastewater treatment facility in the same regard as to all Public Lands owned by the Supplier to the extent allowed by law and provided for in the Oklahoma Governmental Tort Claims Act, Title 51 O.S. 1991 § 151, *et seq.* This section does not constitute a waiver of tort immunity.

#### 16. Tort Immunity

Nothing in this contract shall be construed as a waiver by the Supplier of its tort immunity as now or hereafter defined by Oklahoma laws.

#### 17. Access

- (a) The Supplier shall have the right, at all reasonable times, and upon notification to enter upon the property of the User to review and inspect the facilities and operations of the User with respect to conditions agreed to herein. Notice shall be given at least twenty-four (24) hours prior to inspection in a non-emergency situation. The notification requirement set out above shall be waived should the entry upon the property of the User be necessitated because of an emergency situation caused by the effluent irrigation system arising out of this contract.
- (b) The User shall have the right at all reasonable times, with notification to the Supplier and the management of the wastewater treatment plant, to enter upon the property of the wastewater treatment plant to review and inspect that part of the facilities that concerns the operation of the effluent irrigation for the User with respect to the conditions agreed to herein.
- (c) When ODEQ performs a state inspection the User shall grant full access to the site where the reclaimed water is being used and shall provide a validly licensed operator with knowledge of the irrigation system. The User shall be required to have a licensed operator with a valid "Class D" license.
- (d)

#### 18. Disclaimer of Third Party Beneficiaries

This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon, to, or for the benefit of any third party not a party to this contract.

#### 19. Relocation of System

If the Supplier deems it reasonably necessary to move or relocate any part of the effluent delivery system, the Supplier will notify the User of such necessity. The User shall, at its sole expense, cause the necessary relocation to occur within 180 days or less as mutually agreed to by both parties.

#### 20. Severability

If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be construed to be effective. To that end, this Agreement is declared to be severable.

#### 21. Binding Upon Successors

This Agreement shall be binding upon and shall inure to the benefits of the successors or assigns of the parties herein.

#### 22. Applicable Law

This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Oklahoma.

#### 23. Entire Agreement

This written Agreement constitutes the entire Agreement between the parties. Modification to and waivers of the provisions herein shall not be binding unless made in writing and signed by the parties hereto.

SIGNATURES ON THE NEXT PAGE

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

Approved as to Form:

Broken Arrow Municipal Authority

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

\_\_\_\_\_  
Chairman

Attested:

\_\_\_\_\_  
Secretary (Seal)

ISCC MANAGING GROUP, LLC  
d/b/a The Club at Indian Springs

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

SUBSCRIBED and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by  
\_\_\_\_\_ of ISCC Managing Group, LLC.

\_\_\_\_\_  
Notary Public

My commission no.  
My Commission expires:

Codification through the 2015 legislative session

**Subchapters 1, 3, 5**

Board adoption - February 20, 2015

Approved by Governor's declaration on June 8, 2015

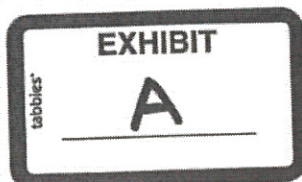
Effective date - September 15, 2015

**TITLE 252. DEPARTMENT OF ENVIRONMENTAL QUALITY  
CHAPTER 627. OPERATION AND MAINTENANCE OF WATER REUSE SYSTEMS**

**Subchapter**

1. General Provisions. . . . .	<u>252:627-1</u>
3. Operation and Maintenance. . . . .	<u>252:627-3</u>
5. Sampling, Record Keeping and Reporting Requirements. . . . .	<u>252:627-5</u>

Appendix A. Testing Frequency and Limits for Water Reuse Systems



## SUBCHAPTER 1. GENERAL PROVISIONS

### Section

- 252:627-1-1. Purpose and authority
- 252:627-1-2. Definitions
- 252:627-1-3. Permit requirements
- 252:627-1-4. Compliance required
- 252:627-1-5. General requirements for water reuse systems
- 252:627-1-6. Permitted uses of reclaimed water
- 252:627-1-7. Annual fees for water reuse systems

### **252:627-1-1. Purpose and authority**

- (a) **Purpose.** This Chapter establishes the operating requirements for water reuse systems that are permitted or qualify to be permitted under OAC 252:656.
- (b) **Authority.** This Chapter is authorized by 27A O.S. §§ 2-6-101 through 2-6-105, 27A O.S. §§ 2-6-401 through 2-6-403, and 27A O.S. §§ 2-6-501.
- (c) **Applicability.** The rules in this Chapter apply to any person or entity that owns, operates and/or has been permitted to construct a water reuse system in accordance with OAC 252:656.

### **252:627-1-2. Definitions**

In addition to the definitions contained in the Environmental Quality Code (27A O.S. § 2-1-101 *et seq.*), the following words and terms, when used in this Chapter, shall have the following meaning, unless the context clearly indicates otherwise:

"**Bypass**" means the intentional or unintentional diversion of a waste stream from any portion of a wastewater treatment system or a water reuse system.

"**Cell**" means an individual basin of a lagoon system.

"**DEQ**" means the Oklahoma Department of Environmental Quality.

"**Discharge**" means any intentional or unintentional release by leaking, pumping, pouring, emitting, emptying, dumping, escaping, seeping, overflowing, leaching or other means of release of wastewater or reclaimed water into any waters of the state or into or on any location where they may enter waters of the state.

"**End-of-pipe**" means the terminal points in all reclaimed water users' distribution systems.

"**Lagoon**" means a soil or lined basin, either below or above ground level, that is designed, maintained and operated to store, recycle and/or treat wastewater.

"**Operator**" means the individual who is properly certified by DEQ and who is responsible for the maintenance and operation of a water reuse system.

"**MOR**" means Monthly Operation Report.

"**Person**" means any individual, company, corporation, government agency, municipality, or any other entity.

"**Reclaimed water**" means wastewater that has gone through various treatment processes to meet specific water quality criteria with the intent of being used in a beneficial manner.

"**Supplier**" means a person or entity that treats and provides reclaimed water pursuant to a permit issued by DEQ.



**"Treatment works"** means any plant, disposal field, lagoon, incinerator or other facility used to treat, stabilize, hold or reclaim wastewater.

**"User"** means a person or entity that uses reclaimed water. In those instances in which the supplier and the user are the same entity, the entity is a "supplier" subject to the provisions of this Chapter.

**"Water reuse system"** means a treatment and distribution system designed to treat and supply reclaimed water.

**"Wetted perimeter"** means the area where a land application device distributes reclaimed water.

#### **252:627-1-3. Permit requirements**

(a) **Requirement for Permit to Construct.** No one shall construct, modify or operate a water reuse system without first obtaining a Permit to Construct pursuant to OAC 252:656.

(b) **Requirement for Permit to Supply.** No one shall supply reclaimed water without first obtaining a Permit to Supply pursuant to this Section, except when using reclaimed water within the wastewater treatment plant boundaries pursuant to Category 6.

(c) **Applications for Permits to Supply.** Applications for Permits to Supply Reclaimed Water shall be submitted to DEQ at least six (6) months prior to the anticipated start date for supplying reclaimed water and shall include the following:

- (1) a complete and signed application;
  - (2) the required permit application fee;
  - (3) a copy of the Permit(s) to Construct the water reuse treatment and distribution system;
- and
- (4) a copy of the binding user agreement between the supplier and each user of the reclaimed water.

(A) Agreements between suppliers and users of Categories 2 through 4 reclaimed water shall contain the following minimum provisions:

- (i) A statement that the user shall operate all reclaimed water distribution systems in compliance with all applicable DEQ regulations.
- (ii) A statement that the user shall allow the supplier reasonable access to all site(s) to determine whether the user is operating its facilities in compliance with the applicable DEQ regulations, and/or performing all required monitoring and analysis.
- (iii) Documentation evidencing the user's legal interest in all locations where reclaimed water is being used.

(B) Category 5 user agreements are subject to the provisions of OAC 252:656-25-2(d).

(d) **Duration.** Permits to Supply are operating permits that expire five (5) years from the date of issuance.

(e) **Renewals for Permits to Supply.** Suppliers shall submit applications to renew existing Permits to Supply at least six (6) months prior to the permit's expiration date.

(f) **Responsibility.** Suppliers shall be responsible for assuring that users operate all reclaimed water distribution sites in compliance with DEQ regulations.

#### **252:627-1-4. Compliance required**



Suppliers shall ensure that water reuse systems are operated pursuant to the terms of permits issued by DEQ and this Chapter. When in conflict, the terms of the permit shall supersede the requirements of this Chapter. Suppliers shall immediately stop supplying reclaimed water whenever the reclaimed water does not meet the requirements in Appendix A for chlorine residual, turbidity and/or fecal coliform.

**252:627-1-5. General requirements for water reuse systems**

- (a) **Unauthorized wastes.** Suppliers shall take reasonable measures to prevent the introduction of unauthorized industrial wastewater, hazardous substances, chemicals or wastes into water reuse systems.
- (b) **Protection of potable water supplies.** Suppliers shall prevent cross-connections between wastewater, water reuse and potable water supplies.
- (c) **Discharges prohibited.** Suppliers shall ensure that all parts of water reuse systems are operated and maintained so that there are no unpermitted bypasses or discharges of wastewater or reclaimed water from the system. All such bypasses and/or discharges shall be considered violations of this Chapter and shall be subject to enforcement as an unpermitted discharge to waters of the state in violation of the Oklahoma Pollutant Discharge Elimination System Act.
  - (1) **Reporting requirement.** Suppliers shall ensure that any and all bypasses and/or discharges from water reuse systems are reported to DEQ at (800) 522-0206 within 24-hours of an incident and that a completed and signed DEQ Form 605-011 "Self Reporting Wastewater Bypass Form" is submitted to DEQ within five (5) days of the incident.
  - (2) **Required response.** Suppliers shall ensure that immediate action is taken to stop, contain, clean up and prevent recurrence of bypasses or discharges.
- (d) **Certified operator required.** Suppliers shall have at least one certified operator employed at all times for each water reuse system. Operators shall be certified pursuant to OAC 252:710.
- (e) **Noncompliance reporting.** Suppliers shall report any chlorine residual, turbidity and/or fecal coliform violations within twenty-four (24) hours from the time suppliers become aware of a violation(s) by calling DEQ at (800) 522-0206. A written report describing the reason for the violation and the steps taken to correct the violation shall be submitted to DEQ within five (5) days of discovery of the violation.
- (f) **User inspection program.** A supplier may become approved by DEQ to inspect the supplier's users' storage and distribution systems in lieu of DEQ performing the inspections.
  - (1) **Applications.** A supplier may become approved by submitting the following to DEQ:
    - (A) a copy of the binding user agreement(s) between the supplier and all of its users;
    - (B) a copy of the supplier's proposed inspection form, which shall include:
      - (i) the date and time of inspection;
      - (ii) the name of the inspector;
      - (iii) whether separation distances are met;
      - (iv) whether all steps necessary to prevent bypasses have been taken;
      - (v) whether there was evidence of ponding of reclaimed water;
      - (vi) the application rate of reclaimed water, if applicable;
      - (vii) the type of vegetative cover, if applicable;
      - (viii) whether the area where reclaimed water is used is secure;



- (ix) whether disinfection requirements are being met;
  - (x) whether flushing plan has been followed; and
  - (xi) whether the reclaimed water is being used in compliance with the permit.
- (C) documentation that the supplier's inspector has completed a DEQ approved water reuse training class;
- (2) **Duties.** Once approved, a supplier shall:
- (A) Perform annual inspections at each of its users' reclaimed water distribution sites. The supplier shall complete and maintain on-site an inspection form for each inspection completed; and
  - (B) review water reuse regulations with users.
- (g) **DEQ's right to inspect.** Nothing in this section shall affect DEQ's statutory right to enter and inspect users' facilities.
- (h) **Use of accredited laboratories.** All laboratory analyses required to be conducted pursuant to this Chapter shall be performed by laboratories accredited by DEQ.
- (i) **Separation Distances.** Buffer zones and setback distances shall be maintained in accordance with OAC 252:656-27-2-(b).

**252:627-1-6. Permitted uses of reclaimed water**

The following are the permitted uses of reclaimed water by category:

- (1) **Category 1.** Reserved
- (2) **Category 2.** Category 2 reclaimed water shall only be used for the permitted uses in Categories 3, 4 and 5, and:
  - (A) drip irrigation on orchards or vineyards;
  - (B) spray or drip irrigation on sod farms, public access landscapes and public use areas/sports complexes, including unrestricted access golf courses;
  - (C) toilet and urinal flushing;
  - (D) fire protection systems;
  - (E) commercial closed-loop air conditioning systems;
  - (F) vehicle and equipment washing (excluding self-service car washes);
  - (G) range cattle watering; and
  - (H) make-up water for oil and gas production.
- (3) **Category 3.** Category 3 reclaimed water shall only be used for the permitted uses in Categories 4 and 5, and:
  - (A) subsurface irrigation of orchards or vineyards;
  - (B) restricted access landscape irrigation;
  - (C) irrigation of livestock pasture;
  - (D) concrete mixing;
  - (E) dust control;
  - (F) aggregate washing/sieving;
  - (G) new restricted access golf course irrigation systems;
  - (H) industrial cooling towers, once-through cooling systems, and closed loop systems such as boiler feed water;
  - (I) restricted access irrigation of sod farms; and



- (J) hydraulic fracturing.
- (4) **Category 4.** Category 4 reclaimed water shall only be used for the permitted uses in Category 5 and:
  - (A) soil compaction and similar construction activities; and
  - (B) existing restricted golf course irrigation systems utilizing water that has received primary treatment in lagoon systems. Permits to construct shall not be issued for new Category 4 restricted access golf course irrigation systems pending further research and evaluation of performance data collected from existing systems.
- (5) **Category 5.** Category 5 reclaimed water shall only be used for:
  - (A) restricted access pasture irrigation for range cattle;
  - (B) restricted access irrigation of fiber, seed, forage and similar crops; and
  - (C) irrigation of silviculture.
- (6) **Category 6.** Category 6 reclaimed water, which does not require a permit to supply, shall only be used within the wastewater treatment plant and includes:
  - (A) dilution water for chemicals used in the process such as polymers, coagulants, chlorination or dechlorination;
  - (B) mechanical seal water for gas compressors, pumps and other equipment;
  - (C) mechanical seal water and cooling water for pumps;
  - (D) odor and gas absorption including bio-filters used for odor control;
  - (E) centrifuge flushing;
  - (F) flushing grit and sludge pipes;
  - (G) gravity thickener make-up water;
  - (H) supply water for filter backwash;
  - (I) headworks screen washing;
  - (J) headworks screening washer-compactors;
  - (K) belt filter press;
  - (L) other reclaimed water that is permanently plumbed to a fixed nozzle and contained within unit operations;
  - (M) yard hydrants; and
  - (N) hose bibs.

**252:627-1-7. Annual fees for water reuse systems**

(a) **Fees.** Each water reuse system shall be charged an annual fee. [See 27A O.S. § 2-3-402]

The annual fee for suppliers shall be:

- (1) Category 2 - \$700.00
  - (2) Category 3 - \$400.00
  - (3) Category 4 - \$200.00
  - (4) Category 5 - \$100.00
  - (5) Water reuse systems will be charged an additional \$50.00 per user if the supplier does not have a DEQ approved inspection program.
- (b) **Due date.** Suppliers shall submit payment of the fees within thirty (30) days of receipt of invoices mailed by DEQ.



### SUBCHAPTER 3. OPERATION AND MAINTENANCE

#### Section

- 252:627-3-1. Distribution system
- 252:627-3-2. Requirements for using Category 2 reclaimed water
- 252:627-3-3. Requirements for using Categories 3 and 4 reclaimed water
- 252:627-3-4. Requirements for using Category 5 reclaimed water
- 252:627-3-5. Requirements for using Category 6 reclaimed water

#### **252:627-3-1. Distribution system**

- (a) **Maintenance.** Suppliers shall maintain the structural integrity of all parts of the distribution system and maintain it in good working order.
- (b) **Connections.** Suppliers shall maintain the integrity of the distribution system by inspecting all connections to the distribution system.
- (c) **Erosion control.** Suppliers shall provide erosion protection for all parts of the distribution system located in or near waterways or flood plains.
- (d) **Pump stations.** Suppliers shall ensure that pump stations are properly maintained and operated by doing the following:
  - (1) Securing pump stations to prevent unauthorized access.
  - (2) Maintaining the pumps in working condition.
  - (3) Keeping the screens free of debris to prevent clogging.
  - (4) Maintaining the required alarms in working order.
  - (5) Maintaining the required back-up generators and/or portable engine driven pumps in working order.
  - (6) Maintaining a complete set of operational instructions, emergency procedures and maintenance schedules.
- (e) **Flushing Plan.** Suppliers shall have and implement comprehensive plans, approved by DEQ, for flushing reclaimed water within storage and distribution systems pursuant to OAC 252:656-27-4(e). Flushing plans shall also be included in the reclaimed water systems' O&M manuals [OAC 252: 656-3-10] and in the suppliers' DEQ approved inspection programs [OAC 252:627-1-5(f)].
- (f) **Flow Measurement.** Supplier shall maintain flow measuring device in proper working order.

#### **252:627-3-2. Requirements for using Category 2 reclaimed water**

- (a) **Operation and maintenance.** The following operation and maintenance requirements shall apply to areas where Category 2 reclaimed water is used:
  - (1) **Legal access to site.** Suppliers shall have continued legal access to all areas where Category 2 reclaimed water from suppliers' systems is used.
  - (2) **Equipment maintenance.** Suppliers shall ensure that all distribution and irrigation equipment is maintained in working order.
- (b) **Restrictions.** Suppliers shall ensure that Category 2 reclaimed water is not used:
  - (1) on any food crop that may be consumed raw;
  - (2) on processed food crops such as corn, wheat and oats, less than thirty (30) days before



harvest;

- (3) for spray irrigation on orchards or vineyards;
- (4) at rates that allow discharge from irrigation sites;
- (5) at a rate that exceeds the nitrogen and phosphorus uptake rates for the crop at the site;
- (6) at rates that result in phytotoxicity;
- (7) during periods of precipitation or while the soil is saturated or frozen;
- (8) on land having a slope greater than five percent (5%);
- (9) where there are berms or other barriers on a water reuse site that would cause the pooling or ponding of reclaimed water at the site, nor shall any berms or barriers impede the natural flow of stormwater from the site;
- (10) on public use areas that have a high potential for skin to ground contact (e.g., football fields, sports complexes, playgrounds, etc.) when in use by the public; and
- (11) at any location not authorized by the state in the permit.

**252:627-3-3. Requirements for using Categories 3 and 4 reclaimed water**

(a) **Operation and maintenance.** The following operation and maintenance requirements shall apply to areas where Categories 3 or 4 reclaimed water is used:

- (1) **Legal access to site.** Suppliers shall have continued legal access to all areas that are being irrigated with Category 3 or 4 reclaimed water.
- (2) **Equipment maintenance.** Suppliers shall ensure that all distribution and irrigation equipment is maintained in working order.

(b) **Restrictions.** Suppliers shall ensure that Category 3 or 4 reclaimed water is not used:

- (1) from a lagoon cell that receives raw sewage;
- (2) on public use areas that have a high potential for skin to ground contact (e.g., football fields, sports complexes and playgrounds);
- (3) on golf courses unless irrigation takes place when the public is not allowed to access the sites;
- (4) on any food crop that may be consumed raw;
- (5) for spray irrigation on orchards or vineyards;
- (6) at rates that allow a discharge from the permitted irrigation site;
- (7) within one hundred feet (100') of the permitted boundary of the site;
- (8) at a rate that exceeds the nitrogen and phosphorus rates for the crop at the site;
- (9) at a rate that results in phytotoxicity;
- (10) when the dissolved oxygen concentration for Category 4 reclaimed water is less than 2.0 mg/l;
- (11) during periods of precipitation or while the soil is saturated or frozen;
- (12) on land having a slope greater than five percent (5%);
- (13) where there are berms or other barriers on a water reuse site that would cause the pooling or ponding of reclaimed water at the site, nor shall any berms or barriers impede the natural flow of stormwater from the site;
- (14) on public use areas during times of use; and
- (15) on sod farms unless a period of 30 (thirty) days has elapsed between the last application of Category 3 reclaimed water and harvesting of sod. [See OAC 252:627-1-6(3)(I)]



**252:627-3-4. Requirements for using Category 5 reclaimed water**

(a) **Operation and maintenance.** The following operation and maintenance requirements shall apply to areas where Category 5 reclaimed water is used for irrigation:

- (1) **Fencing.** Suppliers are responsible for ensuring that any required fencing is maintained in order to prevent unauthorized access to the site.
- (2) **Signs.** Suppliers are responsible for ensuring that the required signs, which describe the nature of the facility and advise against trespassing are posted on or near the fence on each side of the water reuse site.
- (3) **Legal access and control of site.** Suppliers shall ensure that Category 5 reclaimed water is applied on sites to which suppliers have legal access and control pursuant to the provisions of OAC 252:656-25-2(d).
- (4) **Prohibition in public use area.** Category 5 reclaimed water shall not be applied to any public use areas.
- (5) **Equipment maintenance.** Suppliers shall ensure that all irrigation equipment is maintained and in working order.

(b) **Restrictions.** Suppliers shall not irrigate with Category 5 reclaimed water:

- (1) from a lagoon cell that receives raw sewage;
- (2) from any cell other than the one specified in the permit;
- (3) on any food crop that may be consumed raw;
- (4) on grain crops such as corn, wheat and oats, less than thirty (30) days before harvest;
- (5) at rates that allow a discharge from the permitted water reuse site;
- (6) within one hundred feet (100') of the permitted boundary of the site;
- (7) at a rate that exceeds the nitrogen and phosphorus rates for the crop grown at the site;
- (8) at a rate that results in phytotoxicity;
- (9) when the reclaimed water has a dissolved oxygen concentration of less than 2.0 mg/l;
- (10) during periods of precipitation or while the soil is saturated or frozen;
- (11) on land having a slope greater than five percent (5%); and
- (12) where there are berms or other barriers on a water reuse site that would cause the pooling or ponding of reclaimed water at the water reuse site, nor shall any berms or barriers impede the natural flow of stormwater from the site.

**252:627-3-5. Requirements for using Category 6 reclaimed water**

**Signs.** Yard hydrants and hose bibs must have signs containing the cautionary language found in OAC 252:656-27-4(a).

**SUBCHAPTER 5. SAMPLING, RECORD KEEPING AND REPORTING  
REQUIREMENTS**

Section

252:627-5-1. Sampling, reporting and record keeping requirements

**252:627-5-1. Sampling, reporting and record keeping requirements**



(a) **Sampling.** Suppliers shall comply with the sampling requirements in Appendix A. However, Category 6 reclaimed water shall not require separate sampling but shall meet effluent limits pursuant to the OPDES permit and meet Best Management Practices as required in OAC 252:656-3-10 Operation and Maintenance Manual.

(b) **Completing MORs.** Suppliers shall complete DEQ Form 627-001 "Water Reuse System Monthly Operation Report" ("MOR") for each month. The MOR shall contain the following information:

- (1) The estimated volume of reclaimed water produced and distributed to each end user;
- (2) The results of each sampling event and:
  - (A) the name of the person taking each sample,
  - (B) the date and time of sampling,
  - (C) the date and time the analysis began, and
  - (D) the name of the laboratory doing the analysis.
- (3) The weather conditions during the reuse period;
- (4) The type of crop, grass or vegetation irrigated with the reclaimed water, if applicable; and
- (5) The loading rates at each water reuse site to verify that agronomic rates are not being exceeded.

(c) **Submission of MORs.** Categories 2 and 4 reclaimed water suppliers shall submit MORs to DEQ by the fifteenth (15<sup>th</sup>) day of the following month.

(d) **Retention of MORs.** All suppliers of reclaimed water shall maintain MORs on-site for three (3) years and make them available to DEQ upon request

(e) **Record keeping.** Suppliers shall keep all records, including all maintenance records, on site for at least three (3) years and available for review by DEQ upon request.

(f) **Additional reporting, records and/or sampling.** Additional sampling, reporting, and/or records requirements may be included by DEQ in any permit, authorization, order, consent decree, closure plan, remediation plan, or other official document issued by DEQ pursuant to applicable law and the provisions of this Chapter.

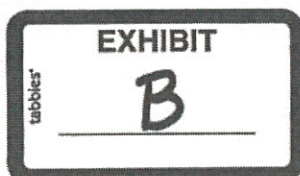


## APPENDIX A. TESTING FREQUENCY AND LIMITS FOR WATER REUSE SYSTEMS

Category	Testing Frequency	Limits	MORs
1	Reserved	Reserved	Reserved
2	<u>Turbidity:</u> Continuous	Turbidity shall not exceed the following: <ul style="list-style-type: none"> <li>• Daily average 2 NTU<sup>1</sup></li> <li>• 5 NTU &gt;5% of the daily maximum per month<sup>2</sup></li> <li>• 10 NTU at any time</li> </ul>	Supplier Submit MORs to DEQ
	<u>Chlorine disinfection at POE:</u> Continuous	(1) Free available chlorine residual shall always be = 1.0 ppm at POE to distribution system and following any subsequent storage or treatment <b>OR</b> The chlorine residual at the POE to the distribution system and following any subsequent storage or treatment shall be at a level to prevent growth of slime and regrowth of pathogens in the distribution and storage systems as determined by an approved chlorine decay rate model pursuant to OAC 252:656-3-4 (b)(7)(C) <b>AND</b> (2) Free available chlorine residual at the end-of-pipe shall always be = 0.20 mg/l <b>OR</b> Combined chlorine residual at the end-of-pipe shall always be = 0.50 mg/l	
	<u>Chlorine disinfection at end-of-pipe:</u> Daily		
	<u>Fecal Coliform:</u> Daily	Fecal Coliform: No detectable fecal coliform organisms in four of the last seven daily samples, single sample maximum = 23 cfu/100 ml	
	<u>Nitrogen Phosphorous:</u> Monthly	= most stringent agronomic rate	
	<u>CBOD<sub>5</sub>:</u> Weekly	< 5.0 mg/l	
3	Chlorine disinfection: Every 12 hours	Free available chlorine residual at the POE to the distribution system and following any subsequent storage or treatment shall always be = 0.20 ppm <b>OR</b> Combined chlorine residual at the POE to the distribution system and following any subsequent storage or treatment shall always be = 0.50 mg/l	Supplier Maintain MORs On Site
	Fecal coliform 3 per week	<ul style="list-style-type: none"> <li>• Monthly geometric mean of &lt; 200 cfu/100 ml</li> <li>• Single sample maximum &lt; 400 cfu/100 ml</li> </ul>	
	<u>Nitrogen Phosphorous:</u> Monthly	= most stringent agronomic rate	
	<u>BOD<sub>5</sub> or CBOD<sub>5</sub>:</u> Weekly	< 20 mg/l	
4	<u>Fecal coliform:</u> Weekly	<ul style="list-style-type: none"> <li>• Monthly geometric mean of &lt; 200 cfu/100 ml</li> <li>• Single sample maximum &lt; 800 cfu/100 ml</li> </ul>	Supplier Submit MORs to DEQ
	<u>Chlorine disinfection:</u> Daily	Free available chlorine residual at the POE to the distribution system and following any subsequent storage or treatment shall always be = 0.20 ppm <b>OR</b> Combined chlorine residual at the POE to the distribution system and following any subsequent storage or treatment shall always be = 0.50 mg/l	
	Dissolved oxygen: Weekly	> 2.0 mg/l	
5	None		Supplier Maintain MORs On Site

<sup>1</sup> The daily mean operating filter effluent turbidity (continuously monitored) is calculated as the average of turbidity measures at  $\leq 1.2$  hour intervals over 24 hours, and must be reported monthly.

<sup>2</sup> The maximum 24 hour turbidity must be based on highest measure from continuous monitoring taken at  $\leq 1.2$  hour intervals over 24 hours.



**" Exhibit C "**  
**Water Re-Use Cost Summary-The Club at Indian Springs**  
**Water Re-Use Period : May 1st. Through Sept. 30th. Approximately 153 days.**  
**January 11, 2017**

Required Analytical : Free Chlorine Residual, 0.2mg/L Point of Entry (POE), Every 12hrs.  
Fecal Coliform or E. Coli., 3 per Week *(Performed by Compliance Lab)*  
Nitrogen/Phosphorous, 1 per month *(Performed by Compliance Lab)*  
Biochemical Oxygen Demand (BOD<sub>5</sub>), 1 Week *(Performed by Compliance Lab)*

**Indian Springs Golf Club Analytical Costs :**

**Free Chlorine Residual :** City of Broken Arrow LLWWTP personnel perform chlorine residual testing(AM) as a part of permit requirements. An additional test will have to be performed in the evening by The Club at Indian Springs personnel.

**Fecal Coliform or E. Coli :** City of Broken Arrow LLWWTP will be performing 2 tests as required by new permit. The Club at Indian Springs would pay for the cost for 3rd test. Cost breakdown as the following:

Cost per Test (\$0.00):	30.00
No. of Test per Week:	1.00
No. of Testing Weeks:	22.00
<b>Total Cost for Testing (\$0.00):</b>	<b>660.00</b>

**Nitrogen / Phosphorous :** The Club at Indian Springs would pay for this test as City of Broken Arrow LLWWTP personnel are not required to perform by permit. Cost breakdown as follows:

Cost per Test (\$0.00):	105.00
No. of Test per Week:	1.00
No. of Testing Months:	5.00
<b>Total Cost for Testing (\$0.00):</b>	<b>525.00</b>

**Biochemical Oxygen Demand (BOD<sub>5</sub>) :** City of Broken Arrow LLWWTP personnel perform this test as required by permit, 5 tests per week.

<b>Annual Flow Meter Calibration:</b>	300.00
<b>Annual Permit Fee :</b>	400.00
<b>††Operator Training/Certification per Employee</b>	292.00
<b>Annual License Renewal:</b>	62.00

<b>Costs Due City of Broken Arrow from The Club at Indian Springs:</b>	300.00
<i>( Annual Flow Meter Calibration and Annual Permit Fee )</i>	400.00
	<b>700.00</b>

**The Club at Indian Springs will be direct billed from Compliance Lab for analytical testing and directly for operator training / annual operator license renewal.**

††Training is 2-day course(\$105.00/day) with \$10 computer use exam fee, \$10 course material fee and a \$62 state application and exam fee for a total of \$292.00

Testing Fees, Annual Permit Fee and Flow Meter Calibration Fee are subject to yearly change per ODEQ and Compliance Lab requirements.



# City of Broken Arrow

## Fact Sheet

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**File #: 17-1733, Version: 1**

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**Broken Arrow Municipal Authority  
Meeting of: 01-17-17**

**To: Mayor and City Council**  
**From: Office of the City Attorney**  
**Title:**

**Consideration, discussion, and possible approval of and authorization to execute Amendment No. 1 to Waste Water Treatment Facility Contract between The Regional Metropolitan Utility Authority and the Broken Arrow Municipal Authority**

**Background:**

The Legal Department is in the process of negotiating a comprehensive new agreement between the Regional Metropolitan Utility Authority (RMUA) and the City of Broken Arrow and the Broken Arrow Municipal Authority (BAMA). The initial agreement was between RMUA and the City and was approved in 1974. It provided for the operation of the Haikey Creek Wastewater Treatment Plant. In 2010, a subsequent agreement with purported automatic renewals was approved by both BAMA and the City Council. Unfortunately, that agreement did not contain the detail outlined in the 1974 agreement. The attached Contract Amendment No. 1 is for a one-year period of time, extending the previous updated contract approved in March of last year.

Importantly, the purpose of this one-year extension is to maintain the status quo until a comprehensive, updated agreement can be prepared. Staff recommends that the Authority approve Contract Amendment No. 1 and authorize its execution.

**Cost: As set forth in the Facility Contract**

**Prepared By: Beth Anne Wilkening, City Attorney**

**Reviewed By: Assistant City Manager of Operations**

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

**Attachments: Waste Water Treatment Facility Contract Amendment No. 1 between the Regional Metropolitan Utility Authority and the Broken Arrow Municipal Authority**

**Recommendation:** Approve Amendment No. 1 to the Waste Water Treatment Facility Contract Amendment No. 1 and authorize its execution.



**AMENDMENT NO. 1  
TO WASTE WATER TREATMENT FACILITY CONTRACT  
BETWEEN THE REGIONAL METROPOLITAN UTILITY AUTHORITY AND  
THE BROKEN ARROW MUNICIPAL AUTHORITY  
OF MARCH 16, 2016**

The AMENDMENT NO. 1 to the Waste Water Treatment Facility Contract (the "First Amendment") is made effective as of this 25th day of January, 2017, by and between the Regional Metropolitan Utility Authority, an Oklahoma public trust, together with its successors and assigns ("RMUA"), and the Broken Arrow Municipal Authority, an Oklahoma public trust, together with its successors and assigns ("BAMA").

**WITNESSETH:**

**WHEREAS**, on March 16, 2016, RMUA and BAMA entered into a Waste Water Treatment Facility Contract (the "Contract"); and

**WHEREAS**, the term of the contract was for one year; and

**WHEREAS**, RMUA and BAMA are in the process of negotiating a comprehensive new agreement for the treatment of waste water; and

**WHEREAS**, rather than expediting approval of the new agreement, it is reasonable and necessary to amend the Contract and provide for a two-year term.

**NOW, THEREFORE**, in consideration of the covenants and mutual obligations set out herein and in the Contract, and other consideration, the sufficiency of which the parties hereby acknowledge, the parties hereto hereby covenant and agree to the following Amendment:

**ARTICLE A  
AMENDMENT TO CONTRACT**

**A.1    Amendment to Article VIII, Section 8.01, Term of Contract:** Article VIII, Section 8.01 is hereby deleted in its entirety and replaced with the following:

Section 8.01. TERM OF CONTRACT. This Contract shall continue in force and effect for a period of two (2) years from the effective date of this Contract.

**ARTICLE B  
CONTINUING TERMS OF CONTRACT**

**B.1**    Except as amended hereby, all terms of the Contract remain in full force and effect without modification or change. The Contract, as amended by this First Amendment, is in all respects ratified and confirmed, and the Contract, as so amended by this Amendment, shall be read, taken and constructed as one and the same instrument.

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**IN WITNESS WHEREOF**, the parties hereto acting under authority of their respective governing bodies have caused this Amendment to be duly executed on the date first above written.

ATTEST:

THE BROKEN ARROW MUNICIPAL AUTHORITY

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney  
Broken Arrow Municipal Authority

ATTEST:

THE REGIONAL METROPOLITAN UTILITY  
AUTHORITY

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman

APPROVED AS TO FORM:

\_\_\_\_\_  
Special Attorney for The Regional  
Metropolitan Utility Authority