



City of Broken Arrow
Meeting Agenda
Broken Arrow Municipal Authority

Chairperson Craig Thurmond
Vice Chair Scott Eudey
Trustee Mike Lester
Trustee Johnnie Parks
Trustee Debra Wimpee

Tuesday, August 15, 2017

Council Chambers
220 S. 1st Street
Broken Arrow, OK

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. [17-1692](#) Approval of Broken Arrow Municipal Authority Meeting Minutes of August 1, 2017

Attachments: [08-01-2017 BAMA Minutes](#)

- B. [17-2527](#) Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of July 2017

Attachments: [Total Water Report Jul 2017](#)

- C. [17-2557](#) Approval of and authorization to execute a Professional Services Agreement between the Broken Arrow Municipal Authority and McAfee & Taft, P.C., Attorneys at Law, for providing counsel and legal advice regarding environmental law

Attachments: [McAfee & Taft - Professional Services Agreement -environmental](#)

- D. [17-2548](#) Approval of and authorization to execute Amendment No. 1 to the Water Supply Agreement for Permanent Service between Broken Arrow Municipal Authority, City of Broken Arrow, Oklahoma and the Tulsa Metropolitan Utility Authority and City of Tulsa, Oklahoma

Attachments: [Amendment No 1 to Contract 28839](#)

- E. [17-2523](#) Approval of and authorization to execute a Professional Services Contract with GeoDeca, LLC for Surveying Services for the County Line Trunk Sanitary Sewer (Project No. S.1609)

Attachments: [20170808 GeoDeca Contract exec by GeoDeca and Legal.pdf](#)

- F. [17-2496](#) Approval of and authorization to purchase one (1) crew cab pickup from Bob Howard Dodge, pursuant to the Oklahoma statewide vehicle contract, for the Sanitation Division

Attachments: [pickup sanitation state contract bid tab](#)

- G. [17-2503](#) Approval of and authorization to purchase two (2) three-quarter ton crew cab pickups from Bob Howard Dodge, pursuant to the Oklahoma statewide vehicle contract, for the Stormwater Division

Attachments: [9355 St contr StmWtr 3-4 ton crew cab pickup](#)

- H. [17-2525](#) Award of the lowest responsible bid to Eutek Systems, Inc., dba Hydro International Wastewater, and authorization to execute a contract for Pre-purchase of Grit Removal Equipment for the Lynn Lane Wastewater Treatment Plant Headworks Improvements (Project Nos. 16420 and 16423)

Attachments: [bid tabulation from purchasing.pdf](#)

- I. [16-1578](#) Approval of the Broken Arrow Municipal Authority Claims List for August 15, 2017

Attachments: [08-15-17 BAMA CL](#)

4. Consideration of Items Removed from Consent Agenda

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

6. General Authority Business

- A. [17-2517](#) Consideration, discussion, and possible approval of a Memorandum of Understanding between the Broken Arrow Municipal Authority (BAMA) and the Tulsa Authority for the Recovery of Energy (TARE) for the use of the Tulsa Green Waste Mulch site by Broken Arrow refuse customers and residents

Attachments: [Tulsa Green Waste Site MOU](#)

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

File #: 17-1692, **Version:** 1

**Broken Arrow Municipal Authority
Meeting of: August 15, 2017**

To: Chairman and Authority Members

From: Office of the City Clerk

Title: Approval of Broken Arrow Municipal Authority Meeting Minutes of August 1, 2017

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

Cost: \$0

Prepared By: Lisa Blackford, City Clerk

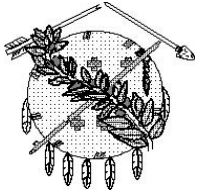
Reviewed By: Russell Gale, Assistant City Manager of Administration

Beth Anne Childs, City Attorney

Approved By: Michael L. Spurgeon, City Manager

Attachments: Broken Arrow Municipal Authority minutes of August 1, 2017

Recommendation: Approval of the minutes of August 1, 2017 for the Broken Arrow Municipal Authority meeting



City of Broken Arrow
Minutes
Broken Arrow Municipal Authority

City Hall
220 S 1st Street
Broken Arrow OK
74012

Chairperson Craig Thurmond
Vice Chair Scott Eudey
Trustee Mike Lester
Trustee Johnnie Parks
Trustee Debra Wimpee

Tuesday, August 1, 2017

Council Chambers

1. Call to Order

Chairman Craig Thurmond called the meeting to order at approximately 8:02 p.m.

2. Roll Call

Present: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

3. Consideration of Consent Agenda

Chairman Thurmond asked if there were any items to remove from the Consent Agenda. There were none.

MOTION: A motion was made by Johnnie Parks, seconded by Debra Wimpee.

Move to approve the Consent Agenda

The motion carried by the following vote:

Aye: 3 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

- A. 17-1689 Approval of Broken Arrow Municipal Authority Meeting Minutes of July 18, 2017**
- B. 17-2473 Approval of and authorization to execute Amendment No. 2 to a Professional Consultant Agreement with Holloway, Updike and Bellen, Inc. (HUB) for Design of a 24-inch waterline from the Battle Creek Storage Tank to the distribution system (Project No. WL1609)**
- C. 17-2471 Approval of and authorization to execute a Regional Metropolitan Utility Authority (RMUA) Professional Consultant Agreement for Haikey Creek Grit Building Rehabilitation**
- D. 16-1575 Approval of the Broken Arrow Municipal Authority Claims List for August 01, 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

- A. 17-2477 Presentation, discussion, and possible acceptance of the Broken Arrow Citizen Recycle Committee Report**

Mr. Lee Zirk, General Services Director, stated in the spring of 2016 City Council authorized a survey to collect the opinions of refuse customers and to serve as a guide in the development and decision making process regarding future refuse and recycling services. He reported in August 2016 the survey was presented to the Broken Arrow Municipal Authority and as a result the City Manager recommended a committee be formed to study refuse and recycling in Broken Arrow. He introduced Mr. Russell Peterson, Chairman of the Recycling Committee, and Ms. Kate Vasquez, Senior Consultant for Gershman, Brickner & Bratton (GBB), who assisted the Committee.

Chairman of the Recycling Committee of Broken Arrow Mr. Russell Peterson expressed his excitement regarding the economic development opportunities discussed in the City Council Meeting that evening. He commended the City and the Chamber and the EDC for the level of cooperation which was shown and said he appreciated their efforts.

Mr. Peterson asked the Committee Members present to stand. He reported the Recycling Committee commenced nine months ago, met twice per month, and had toured the existing facilities in the area, the MET, the Covanta Energy Plant, and the Murph. He stated the Committee educated itself on what was and what was not a recyclable material, and discussed the economic impact of said recyclables. He stated the Committee learned recyclable material was a valuable commodity which would offset the cost of a recycling program. He stated the Committee reached a consensus the City should consider a curbside recycling program, and then researched differing types of recycling programs available to determine what would best fit the needs of Broken Arrow. He explained the Committee had analyzed bags, carts, combinations of the two, and after careful consideration the Committee was prepared with a recommendation for BAMA. He asked that BAMA set up a 4 month pilot project in a designated area (to be determined), utilizing 1 cart for recyclables and 1 cart for garbage and refuse with once a week pickup service and elimination of the free bag program. He explained the economics of this were neutral which would be revealed in the report. He urged that a survey be conducted in the pilot-specific areas to ascertain the citizen's opinion for review and to aid in determination of a final recommendation. He stated the Recycling Committee Report encouraged change, and change was often opposed simply because it was change; however, he did believe this change would be considered progress and he asked BAMA to carefully consider the Recycling Committee recommendations. Mr. Peterson closed with a quote "If you see something wrong in your world or community you can do something or nothing and we've already tried nothing."

Senior Consultant Kate Vasquez expressed her pleasure at being present in Broken Arrow for the BAMA Meeting. She stated she was happy to share the Recycling Committee Report. She explained Gershman, Brickner & Bratton (GBB) had been staffing the Recycling Committee Meeting over the past several months and she had prepared slides to highlight the work of the Committee and its results. She intimated this Recycling Committee was a dedicated, hardworking committee with no preconceived conclusions. She explained GBB worked with many committees and she felt the Recycling Committee was one of the most effective and dedicated committees she had come across. Ms. Vasquez reviewed a slide which listed the presentations and field trips the Committee had participated in to ensure relevant subject matter information understanding. She stated GBB was asked to provide a cost model on one possibility and a variation thereupon. She explained GBB cost modeled a typical 2 cart system, 1 cart for garbage and 1 cart for recycling with once a week pickup (both on same day), and a variation on this whereby the garbage would still be in bags which would require the purchase of fewer carts. She reviewed a slide which displayed the results of the cost model and explained this was not a "rate model" as rates were influenced by factors which were not captured in the cost model. She directed BAMA's attention to the FY16 actual cost, and the two scenario's costs which included a high, low and typical cost. She explained high, low and typical reflected the price of processing recyclables at the material recovery facility. She stated the City of Tulsa presently enjoyed a well negotiated rate for recycling processing and a revenue sharing agreement; this was what was used to calculate the low cost. She stated the high cost was determined using the price quoted a few years ago by the material recovery facility to the City of Broken Arrow for a pilot project and was considered a ceiling price and was high due to the temporary nature of a pilot project and the research involved. She stated the typical rate reflected a hoped for rate if GBB negotiated on behalf

of Broken Arrow with the material recovery facility and was calculated based on \$60 per ton which was what similar facilities charged other cities across the US, versus \$40 per ton which was the rate Tulsa had negotiated.

Ms. Vasquez cautioned these results not be interpreted to mean recycling would “save money” because there were costs the City had which could not be worked into the cost model, most specifically the new GPS equipment which would affect the operating cost per truck per mile. She explained the cost model used lifetime-to-date for the truck cost, as the City kept excellent records which worked into the model easily, but she would expect that number to change as there would be new equipment which would need support and maintenance.

Ms. Vasquez stated recycling performance could vary between scenario 1 and scenario 2. She reiterated scenario 1 was the 2 cart system and scenario 2 was the 1 cart and bag system. She explained in the absence of real field information for comparison the conservative position was to assume the two programs would perform similarly, meaning residents would divert similar amounts of materials and the quality of the materials would be the same. She stated there was only one other city who used a system similar to scenario 2 and it was not a benchmark program; the recycling rate in that city was recorded at 12% which was very low. Ms. Vasquez stated one key influence on cost was the reduction of pickup frequency to once a week. She explained the use of carts for sanitation purposes once a week was safe and clean and the capacity was adequate for material storage, and it also allowed Broken Arrow to use its current fleet without purchasing additional trucks. She explained the introduction of computerized routes would also enable the use of Broken Arrow’s current truck fleet, made the routes more efficient and balanced, and allowed trucks and drivers to operate in the most efficient manner. She stated the elimination of the bag expense was another key influence on the cost. She reported the bag expense in 2016 was \$518,000 and increased yearly due to increased residences and increased bag cost. She stated recyclable revenue sharing was included as a cost influence. She explained revenue sharing was strong in the US and Broken Arrow had easy access to markets. She expected Broken Arrow to be able to negotiate a revenue sharing agreement similar to the City of Tulsa and other client cities of GBB which would match current disposal costs and ideally could improve disposal costs.

She stated Committee recommendations included discontinuation of the free bag distribution for several reasons. She explained beyond the cost savings, not having a cart at the curb would reduce the benefit of a GPS based tracking system as most GPS tracking systems included cart chip reading to determine address points. She stated the opaque bags and general set out allowance would not encourage participation in recycling. She stated once weekly collection was recommended with the addition of single stream recycling and rolling carts. She reported fewer than 10% of cities and counties with more than 100,000 residents used twice weekly collection. She stated best practice showed refuse and recycling should be collected same day to encourage participation. She stated the use of carts for recycling was the best practice within the US to provide adequate capacity for both recyclables and refuse.

Ms. Vasquez stated the Recycling Committee recommended two separate pilot projects with one pilot area for each methodology. She explained both pilots would have once a week same-day collection, and in both there would be no additional bag distribution. She stated GBB was asked to provide possible pilot cost information. She reviewed a slide which displayed the scenario 1 cost (the 2 cart scenario) and the cost of both scenario 1 and scenario 2 combined. She mentioned after the Report had been completed it was discovered that the retrofit cost of \$5,000 per truck was in actuality \$10,000 per truck; therefore, the \$15,000 cost written in the Report for the single pilot program the \$35,000

cost for the double pilot program was now \$30,000 and \$70,000 truck conversion cost. She explained there were costs not seen within the estimate, including possible internal city expenses, perhaps higher fuel costs, perhaps extra costs associated with using onboard truck computer equipment, etc. She asked if there were questions.

Trustee Mike Lester noted the Report said glass would not be included as a recyclable material and asked if this was correct. Ms. Vasquez stated the Committee suggested glass not be accepted in the single stream program as glass caused operational problems at the material recovery facility to include damage to processing equipment and loss of value of recyclable material. She reported glass recycled through the Murph was not recycled into new products such as bottles, etc.; it was used for "beneficial reuse," for example cover for landfill in place of gravel, etc. She explained if glass was collected separately and brought to a glass specific recycling plant it would be recycled into usable products and the recycling program would be enhanced as the quality of the Murph recycling materials would improve which would help reduce disposal cost and increase revenue sharing. She stated there was an excellent opportunity with the MET, an established well-known and used recycling drop-off center which could collect the glass in its own stream to effect a value from it. She explained currently glass was considered a "loser" as it did not pay; the material recovery facility was required to pay to dispose of it and Broken Arrow would be required to pay to have it processed, but would not receive revenue for it in return.

Chairman Thurmond commented when he visited the Murph, the Murph mentioned it did not want glass. Vice Chair Eudey stated when he worked with the MET, the MET indicated glass was not an income producer when mixed in the single stream. He stated dividing glass into its own stream could yield profit, but in a mixed stream it would not.

Trustee Debra Wimpee asked if an ordinance be required to discourage carts from being stored on the street. Ms. Vasquez stated most localities did have an ordinance requiring cart storage be away from the road, or requiring carts not being visible from the front or side, or indicating allotted hours the carts were allowed curbside, etc. Ms. Vasquez said this was something the City would want to address to prevent carts being left curbside as this was not only unattractive, but could be damaging to the carts as well. Ms. Wimpee asked if extra bags, outside of carts, would be picked up if necessary, and would once a week pickup eliminate jobs. Ms. Vasquez responded there was no reduction in the number of trucks which would indicate no reduction in the number of drivers; work requirement would not lessen or increase, it would simply be allocated differently. Ms. Vasquez, in response to Ms. Wimpee's first question, stated other cities allowed residents to have more than one cart for a nominal surcharge, some cities allowed extra bags, some did not, and this was something Broken Arrow would have to determine for itself.

Trustee Johnnie Parks stated when he and his wife began recycling themselves several years ago, their trash production decreased by 60% to 65%, which meant one cart for trash should suffice. He stated recycling was on a voluntary basis; therefore, one cart for trash would be an issue for those who did not recycle, especially with once a week pickup. Chairman Thurmond agreed with Mr. Parks and stated he began recycling 10 years ago, paid for a curbside service in Broken Arrow, and he found he produced approximately 60% less refuse as a result. He stated it was possible residents might require an extra recycling cart, but felt refuse production would significantly decrease when recycling began. He said he felt two 96 gallon carts would suffice on most occasions.

Trustee Parks stated other issues would be solved with a changeover to carts, for example workers' compensation claims. He stated bag pickup was becoming obsolete; most cities used a cart system. He stated this would be a transition, and as it was nice to be able to bring a bag out curbside and be done, the City was spending a half a million dollars a year just on trash bags which were not decomposable. He stated he researched the top 10 cities

in the State of Oklahoma, and Broken Arrow was the only city which did not have trash automation; he felt Broken Arrow might have a system which it liked, but it was behind the times. He stated he approved of the recommendation from the Committee to have two pilot programs, one with a cart and a bag (no bags provided), and one with two carts, followed by surveys to evaluate feedback. He stated Michelle Bergwall with the school system made a suggestion choose a couple of schools to help centralize the areas to test the pilot programs which would ease the distribution of educational materials and would encourage family involvement. He stated he felt moving to once weekly pickup would be a nonissue.

Chairman Thurmond stated he felt the biggest challenge Broken Arrow would face with the change would be the fact that the City had done such a great job for so many years, but he was excited to see the pilot programs implemented and curious to see what the surveys returned. Trustee Parks suggested taking note in the subdivisions of how many residents currently used carts and said in his subdivision it was in excess of 50%. Vice Chair Eudey stated this recommendation was for two pilot programs which would give the City the opportunity to collect data to determine if the change was appropriate; following the pilot programs BAMA could evaluate the data and decide upon the best course of action. Trustee Lester iterated this was a community and a citizen's committee which brought this recommendation before BAMA, he felt this was appropriate and looked forward its implementation.

City Manager Mike Spurgeon asked if the Committee discussed offering different size carts as a part of the pilot. Ms. Vasquez stated the Committee set aside discussing different size carts as the survey last year indicated there was not much interest in different size cart and rate options. She explained the biggest difference between using one size versus another would be the initial capital cost and storage footprint. She stated the Committee had considered 64 gallon carts for this program, but 96 gallon carts could be used. She said any cart smaller than 64 gallons presented challenges. She reported some cities utilized a 32 gallon trash bin and offered larger recycling carts at a lower price, but this caused up to 35% recycling contamination. She recommended utilizing a 64 gallon or a 96 gallon cart for the pilot programs, the same size for each pilot; if Broken Arrow chose to offer different size carts at different costs there would be an associated administration cost. She explained there would be no cost change in servicing different size carts, the cost change would be with the capital cost.

Chairman Thurmond thanked the Recycling Committee for the time, effort and energy spent researching and discussing this project, and the compilation of information into a comprehensive report for BAMA. He thanked Mr. Parks and Vice Chair Eudey for attending the 13 extra meetings. He thanked Ms. Vasquez and GBB for assembling the cost model. He expressed his appreciation to all participants in this project.

Mr. Spurgeon stated should BAMA chose to accept the recommendation the next step would be for administration to review the two options presented for pilots specifically and determine all costs, and schedule a time with BAMA to consider the administration's recommendation to implement one or both of the pilot programs, the implementation plan in terms of public education, and schedule a series of public meetings in the designated pilot program areas. He felt two maybe three meetings should be scheduled for the purpose of educating the pilot program area residents.

MOTION: A motion was made by Johnnie Parks, seconded by Debra Wimpee.

Move to accept the Broken Arrow Citizen Recycle Committee Report

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

Chairman Thurmond thanked the participants. Trustee Parks stated the Broken Arrow Recycling Committee would reconvene following the pilot program to review the collected information. He stated there was nearly 100% participation 100% of the time within the Recycling Committee. Mr. Spurgeon stated whatever BAMA decided the Recycling Committee would continue to be invited to the public meetings for the pilot programs. He stated he felt the Recycling Committee had worked very hard on this project and should continue to be involved. Vice Chair Eudey expressed his gratitude to Ms. Vasquez for her assistance throughout the project.

6. General Authority Business

There was no General Authority Business.

7. Executive Session

There was no Executive Session.

8. Adjournment

The meeting adjourned at approximately 8:41 p.m.

MOTION: A motion was made by Mike Lester, seconded by Debra Wimpee.

Move to adjourn.

The motion carried by the following vote:

Aye: 5 - Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond

Attest

Chairman

Secretary



City of Broken Arrow

Fact Sheet

File #: 17-2527, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 8-15-2017**

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

**Title: Acknowledgement of submittal of the Broken Arrow Municipal
Authority's Water Supply Report for the month of July 2017**

Background:

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

Over the course of the seventh month of the year, the Maximum Water Plant Production Day was 18.0 million gallons per day (MGD) recorded on July 26, 2017. The Average Day usage through the end of July is 14.4 MGD. Total water treated at the plant up to the end of July is 497.1 million gallons (MG). Total water purchased from Tulsa for the month of July is 49.9 MG.

This report will be updated on a monthly basis. Staff recommends the Authority acknowledge submittal of the Report.

Cost: No cost

Prepared By: Anthony C. Daniel, Utilities Director

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

Approved By: Michael L. Spurgeon, City Manager

Attachments: Monthly Report

Recommendation:

Acknowledge submittal of the Monthly Water Usage Report

Total Water Usage - 2017

Day\Mon	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	8.9	9.4	8.8	9.5	9.5	12.1	12.7					
2	9.3	8.2	11.8	9.2	8.6	11.4	12.3					
3	9.1	8.2	11.3	9.2	9.0	11.1	12.5					
4	9.0	9.2	9.8	8.8	9.2	13.9	11.4					
5	8.1	9.0	9.3	8.8	10.5	12.4	12.8					
6	8.1	9.5	10.1	9.8	10.0	12.8	13.0					
7	9.6	9.6	8.6	10.6	12.3	13.4	15.5					
8	9.2	8.2	9.0	8.9	12.8	14.4	12.7					
9	10.2	8.1	9.3	10.7	13.5	16.9	12.4					
10	9.4	8.7	9.6	10.8	12.0	16.9	15.3					
11	8.4	10.1	7.7	12.8	9.9	19.1	16.1					
12	9.2	11.4	8.4	12.2	9.4	19.0	16.7					
13	8.6	9.1	8.7	10.9	10.7	17.6	17.1					
14	8.5	7.3	8.4	10.9	10.5	18.7	17.3					
15	8.8	7.9	8.1	12.0	12.8	18.6	12.6					
16	9.1	8.9	8.8	10.1	11.6	15.3	13.5					
17	8.9	9.3	9.1	10.1	11.2	13.1	14.9					
18	8.2	8.6	11.2	8.7	10.1	12.3	10.8					
19	8.6	9.1	10.2	10.2	10.0	15.6	14.0					
20	8.2	8.3	11.6	9.2	8.4	14.1	16.0					
21	8.4	9.0	11.8	8.8	9.8	15.3	14.4					
22	9.0	9.0	10.9	9.1	10.8	17.4	14.0					
23	8.5	9.5	9.7	9.7	10.4	16.9	14.8					
24	9.0	8.5	11.2	9.5	10.1	11.6	15.7					
25	9.3	8.1	8.3	9.6	11.3	13.8	16.1					
26	8.1	9.4	9.5	9.1	10.8	15.8	18.0					
27	8.8	8.5	10.1	8.9	11.2	16.8	14.4					
28	8.8	8.6	8.9	8.3	12.3	18.5	13.0					
29	8.6		8.9	8.5	14.5	17.9	15.9					
30	9.5		8.8	8.2	12.9	14.6	15.7					
31	8.9		8.5		13.9		15.6					
Mon. Total	274.3	248.7	296.4	293.1	340.0	457.3	447.2					

Plant Avg. Day	8.8	8.9	9.6	9.8	11.0	15.2	14.4
Monthly Purchase	0.2	0.1	3.8	0.7	0.7	18.1	49.9
Total Month	274.5	248.8	300.2	293.8	340.7	475.4	497.1
Total Avg. Day	8.9	8.9	9.7	9.8	11.0	15.8	16.0

Verdigris Finished Water (MG): 2,357.0

Plant Annual Max. Day (MGD): 19.1

Tulsa Purchase Water (MG) ⁽¹⁾: 73.7

Plant Annual Avg. Day (MGD): 11.1

Total Finished Water (MG): 2,430.7

Plant Annual Min. Day (MGD): 7.3

Total System Annual Avg. Day (MGD): 11.4

Notes:

(1) Actual take is calculated from the billing records for the individual month.



City of Broken Arrow

Fact Sheet

File #: 17-2557, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 08-15-2017**

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

Title: Approval of and authorization to execute a Professional Services Agreement between the Broken Arrow Municipal Authority and McAfee & Taft, P.C., Attorneys at Law, for providing counsel and legal advice regarding environmental law

Background:

Garry Keele with the law firm of McAfee & Taft, P.C., is a well-respected attorney with vast legal knowledge and experience involving environmental law. The City Attorney is recommending that the Authority engage this firm to provide counsel and legal advice on environmental law. Retention of this firm is recommended due to the press of business and the firm's expertise in environmental law.

The attached Professional Services Agreement memorializes retention of this firm, costs and the hourly rates to be charged. The firm's environmental group charges \$305.00 per hour for work completed by shareholders, \$205.00 per hour for associates, and \$105.00 per hour for paralegals. Routine costs such as copying and postage are addressed in the Agreement. Costs and fees for this matter are capped at \$30,000.00 and it will expire on June 30, 2018, if the case is not finalized by that time. Staff recommends that the Authority approve the Agreement and authorize its execution.

Cost: Not to exceed \$30,000.00

Prepared By: Beth Anne Childs, City Attorney

**Reviewed By: Assistant City Manager - Operations
Engineering and Construction Department
Utilities Department**

Approved By: Michael L. Spurgeon, City Manager

Attachments: Professional Services Agreement

Recommendation:

Approve the Professional Services Agreement and authorize its execution.

PROFESSIONAL SERVICES AGREEMENT

This Professional Service Agreement (“the Agreement”) is made and entered into by and between the Broken Arrow Municipal Authority (“BAMA”), and McAfee & Taft, P.C., Attorneys at Law, Williams Center Tower II, Two West 2nd Street, Suite 1100, Tulsa, Oklahoma 74103 (“Outside Counsel”).

I. PURPOSE OF REPRESENTATION

BAMA is retaining Outside Counsel to provide counsel and legal advice to BAMA relative to environmental law.

II. OUTSIDE COUNSEL REPORTS TO CITY ATTORNEY

Outside Counsel agrees to keep BAMA informed of the status of the matters covered by this Agreement by:

- A. communicating orally with the City Attorney and designated representative as needed and as requested by BAMA;
- B. providing timely copies of all pleadings, discovery, and correspondence to the City Attorney (unless correspondence is protected by attorney-client privilege as asserted by the Employees/Employee); and
- C. submitting to the City Attorney a detailed monthly statement identifying by separate entries:
 - 1. each date work was performed under the Agreement,
 - 2. the amount of time billed for the work,
 - 3. the attorney or paralegal billing for the entry,
 - 4. the hourly rate of the attorney or paralegal billing the entry,
 - 5. a description of the work performed, and
 - 6. the dollar amount billed for the entry.

All written communications required by this Agreement should be sent to Beth Anne Childs, Esq., City Attorney, City of Broken Arrow, City Hall, 220 South 1st Street, Broken Arrow, Oklahoma 74012.

III. CONFLICT OF INTEREST

Outside Counsel must conduct a conflicts check covering potential and actual conflicts of interest before representing the Employees/Employee or other defendants. Outside Counsel must promptly notify the City Attorney in writing of all actual or potential conflicts. Outside Counsel must disclose past or present representation of a client associated directly, indirectly, actually, or potentially with the subject of the representation. No waiver of an actual or potential conflict will be valid unless in writing and executed by the Employees/Employee. Outside Counsel must obtain any necessary third party waivers in writing prior to representing the

Employee/Employees. Outside Council will monitor whether any actual or potential conflicts arise in connection with Outside Counsel's proposed representation of other defendants while representing the Employee/Employees and shall promptly notify the City Attorney in writing of any such conflicts.

IV. TIMELY ACTION BY OUTSIDE COUNSEL

By executing this Agreement, Outside Counsel agrees to act in a timely manner in conducting work under this Agreement.

V. FEES AND EXPENSES

BAMA agrees to pay Outside Counsel an hourly fee based on the following hourly rates:

Shareholders:	\$305.00 per hour maximum
Associates:	\$205.00 per hour maximum
Paralegals:	\$105.00 per hour maximum

The maximum fees and costs and expenses shall not exceed \$30,000.00

BAMA will pay Outside Counsel's out-of-pocket costs and expenses reasonably incurred in these matters as follows:

- Out-of-pocket necessary copying costs
- Out-of-pocket long distance telephone charges
- Out-of-pocket automated research costs
- Out-of-pocket postage charges
- Courier and messenger services
- Other items as necessary if the City Attorney approves prior to expenditure.

The following types of expenditures will not be paid by BAMA:

- Administrative overhead, including time spent copying, filing, docketing or calendaring deadlines, attending internal firm meetings for planning or status updates, reviewing or processing this Agreement or invoices for services or expenses rendered under this Agreement, or any clerical or secretarial work,
- Air conditioning and electricity for overtime work,
- Client entertainment,
- Local and suburban telephone calls,
- Refreshments during meetings,
- Meals during meetings or any other time unless associated with pre-approved overnight travel,
- Fees for telecopying other than out-of-pocket long distance telephone charges associated therewith, and
- Off-duty hours while traveling (not to include travel to or from the location of a meeting or hearing by counsel)

VI. SETTLEMENT

Settlement possibilities should be identified and considered early and at subsequent stages in the proceedings. Outside Counsel must promptly report settlement overtures to the City Attorney or her designated representative. Cases may be settled only with the prior approval of the City Attorney and appropriate BAMA officials.

VII. MALPRACTICE INSURANCE

Outside Counsel shall maintain professional liability insurance acceptable to the City Attorney with appropriate and adequate coverage. Upon request, Outside Counsel shall submit a certificate from its insurance carrier that provides that written notice will be provided to the City Attorney before cancellation of the insurance is effective. Outside Counsel shall promptly advise BAMA if its insurance is canceled or lapses.

VIII. RIGHT TO AUDIT

BAMA shall have the right by use of internal or external resources to audit Outside Counsel's time records and billings, upon reasonable notice provided in writing to Outside Counsel. Outside Counsel will cooperate with an audit request by providing reasonable access to appropriate records and personnel necessary to conduct an audit.

IX. RETENTION OF OUTSIDE COUNSEL

Outside Counsel is being retained because of Outside Counsel's experience and expertise in the area of employment and labor law. The goal of the City Attorney's office is to meet all ethical and professional standards applicable to government lawyers and to meet mandates of the City of Broken Arrow Code of Ordinances with regard to the City Attorney. In appropriate instances, screening measures will be created and used with policies and procedures and restricting the flow of and access to information regarding the representation between the Staff Attorney and other attorneys within the office of the City Attorney representing BAMA. The City Attorney's office and Outside Counsel will in such instances discuss appropriate procedures to accomplish ethical representation and will comply with all professional rules of conduct. Outside Counsel will be required in such circumstances to identify all concerns with such process immediately and prior to commencing representation.

X. ACCEPTANCES

This Agreement constitutes the entire agreement between BAMA and Outside Counsel and supersedes all prior agreements, written or oral, relating to the subject matter. Any change must be made or confirmed in writing, duly executed by both parties.

XI. ASSIGNABILITY OF AGREEMENT

This Agreement is personal in nature and may not be assigned by Outside Counsel.

XII. INDEPENDENT CONTRACTOR.

Outside Counsel agrees and acknowledges that during the existence of this Agreement, it acts in the capacity of an independent contractor and that Outside Counsel is not an employee of the City of Broken Arrow.

XIII. APPLICABLE LAW AND VENUE.

This Agreement and its incorporated documents shall be governed by and construed in accordance with the laws of the State of Oklahoma. The venue of any suit brought concerning this Agreement or its incorporated documents is fixed in any court of competent jurisdiction in Tulsa County, Oklahoma.

XIV. TERMINATION

BAMA may terminate this Agreement upon 30 days' written notice to Outside Counsel.

XV. TERM

This Agreement shall commence on the date below and shall remain in full force and effect through June 30, 2018, unless the term of this Agreement is extended by agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies and is effective as of THIS 15th day of August, 2017.

SIGNATURES CONTINUED ON THE NEXT PAGE

By: _____
Garry Keele

BROKEN ARROW MUNICIPAL AUTHORITY

By: _____
Craig Thurmond, Chairman

ATTEST:

City Clerk

Date: _____

APPROVED AS TO FORM:

Assistant City Attorney

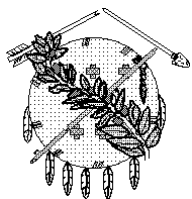
[illegible]

By: _____
Garry Keele

Notary Public

My commission number: _____

- 6 -



City of Broken Arrow

Fact Sheet

File #: 17-2548, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 8-15-2017**

To: Chairman and Authority Members

From: Utilities Department

Title: Approval of and authorization to execute Amendment No. 1 to the Water Supply Agreement for Permanent Service between Broken Arrow Municipal Authority, City of Broken Arrow, Oklahoma and the Tulsa Metropolitan Utility Authority and City of Tulsa, Oklahoma

Background:

In January 2011 the Broken Arrow Municipal Authority entered into a 40 year agreement to purchase up to a maximum of 20 million gallons of water per day with an average daily take anticipated around 5 million gallons a day. This agreement was made in anticipation of the planned connection and the installation of the master meter along Dearborn Street (East 41st Street South). This project has been completed and the connection is active.

In May of 2016, a second connection was made with City of Tulsa and has been placed in service. The master meter at the second connection consist of three (3) 10 inch meters and is located East of 61st Street and south of 129th East Avenue.

The Amendment No. 1 sets in place the volume of water as BAMA shall require up to but not in excess of BAMA's Maximum Agreement Demand and TMUA's obligation to deliver.

The Exhibit A (attached) table has a schedule of use from 2013 up to 2053 with an average day use of 1.0 mgd and a maximum daily use of 5.0 mgd.

Both of these Tulsa connections shall be turned on only in the event of an increased system need that exceeds about 20 mgd produced by the Verdigris Water Treatment Plant. At present time the two Tulsa connections are turned on intermittently between June and September.

Cost: No cost

Prepared By: Anthony C. Daniel, Utilities Director

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

Approved By: Michael L. Spurgeon, City Manager

Attachments: **Amendment No. 1 to Contract 28839**

Recommendation:

Approve and authorize execution to Amendment No. 1 to the Water Supply Agreement between BAMA and TMUA.

AMENDMENT NO. 1 TO CONTRACT 28839

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

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

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

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

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

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

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

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

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

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

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

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

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

BROKEN ARROW MUNICIPAL AUTHORITY
An Oklahoma Public Trust

Chair

Date

ATTEST:

Secretary

APPROVED AS TO FORM:

BAMA's Attorney

CITY OF BROKEN ARROW, OKLAHOMA,
An Oklahoma Municipal Corporation

Mayor

Date

ATTEST:

City Clerk

APPROVED AS TO FORM:

Broken Arrow City Attorney

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

Chair

Date

ATTEST:

Secretary

APPROVED:

TMUA Attorney

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

G. T. Bynum, Mayor

Date

ATTEST:

Tulsa City Clerk

APPROVED:

Tulsa Assistant City Attorney

Approval Recommended by:

Director, Water and Sewer Department,
City of Tulsa

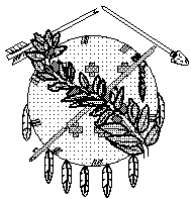
City Engineer, City of Tulsa

EXHIBIT A

SCHEDULE OF USE

BAMA PUBLIC WORKS AUTHORITY

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



City of Broken Arrow

Fact Sheet

File #: 17-2523, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 08-15-17**

To: Chairman and Authority Members
From: Engineering and Construction Department
**Title: Approval of and authorization to execute a Professional Services
Contract with GeoDeca, LLC for Surveying Services for the County
Line Trunk Sanitary Sewer (Project No. S.1609)**

Background:

The existing 27-inch County Line Trunk Sanitary Sewer that runs from Washington Street (91st Street) to the Lynn Lane Wastewater Treatment Plant (LL WWTP) is in poor condition and this has resulted in several recent sanitary sewer overflows. BAMA has initiated design work to replace approximately 5.5 miles of the existing trunk sewer, upsizing the pipe sizes to those recommended in the Wastewater System Master Plan. The design of the new pipeline from Washington Street (91st Street) to just south of Jasper Street (131st Street) is being performed by Professional Engineering Consultants, P.A. The design of the new pipeline from just south of Jasper Street (131st Street) to the LL WWTP is being designed by the Engineering and Construction Department.

Funding for the surveying services will be from OWRB loan FAP-17-0004-L.

Cost: \$31,200.00

Prepared By: Alex M. Mills, P.E., CFM, Engineering and Construction Director

Reviewed By: Utilities Department
Finance Department
Assistant City Manager - Operations

Approved By: Michael L. Spurgeon, City Manager

Attachments: Professional Services Contract with GeoDeca, LLC

Recommendation: Approve and authorize execution of a Professional Services Contract with GeoDeca, LLC for surveying services for the County Line Trunk Sanitary Sewer

**CONTRACT
BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SERVICES CONTRACT FOR THE
COUNTY LINE TRUNK SANITARY SEWER PROJECT NUMBER: S.1609**

1. Architect/Engineer Firm:

- a. Name: Geodeca, L.L.C.
- b. Telephone No.: (918) 806-1740
- c. Address: P. O. Box 330281, Tulsa, OK 74133-0281

2. Project Title and Location: Professional Surveying and Related Support Services for
Broken Arrow Municipal Authority for the County Line Trunk
Sanitary Sewer, Project no. S.1609

3. Contract for: Professional Surveying and Related Support Services associated with the design of the County Line Trunk Sanitary Sewer (project no. S.1609) for the Broken Arrow Municipal Authority.

4. Contract Data:

- a. Contract Amount: **Not to exceed amount of Thirty-One Thousand Two-Hundred Dollars (\$31,200.00).**
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 90 calendar days.

5. The Broken Arrow Municipal Authority (BAMA), represented by the Assistant City Manager - Operations, and the Professional Service Provider, identified in Article 1, agree to perform this contract in strict accordance with the clauses, provisions, and the documents identified as follows, all of which are made part of this contract. In the event of conflict, these documents shall be interpreted in the following order:

- a. This Contract
- b. Duly Authorized Change Orders arising out of this Contract
- c. Special Provisions set out in this Contract
- d. General Provisions set out in this Contract
- e. A/E's Proposal for this Contract

6. Contract approved by BAMA on: _____

**BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SERVICES CONTRACT FOR THE
COUNTY LINE TRUNK SANITARY SEWER PROJECT NUMBER: S.1609**

The Broken Arrow Municipal Authority and Geodeca, L.L.C., with its principal business address of P.O. Box 330281, Tulsa, OK 74133-0281, hereby enters into the following Contract:

The Assistant City Manager - Operations, representing the Broken Arrow Municipal Authority, is contracting to acquire the professional services of the Consultant to provide Surveying and Related Support Services associated with BAMA project no. S.1609 – County Line Trunk Sanitary Sewer. Professional Surveying services to include topographic survey including clearing necessary to perform the survey, legal description and exhibit preparation, and other related surveying services as needed by BAMA.

The Consultant shall perform all duties, responsibilities and requirements set out in the Professional Services Contract Special Provisions Attachment, attached hereto and made a part hereof.

These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within Ninety (90) calendar days.

It is agreed that the Consultant shall be compensated in accordance with the attached Consultant Proposal and the total compensation under this contract is Not To Exceed Thirty-One Thousand Two-Hundred and No/100 (\$31,200.00) for the entire Scope of the Professional Services rendered. The Engineering Division Manager will issue a Notice to Proceed for each item of work identified under this agreement, following mutual agreement between the consultant and the City on the hours required for the work item. The Consultant shall submit invoices requesting payment for services rendered to the Engineering Division Manager monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the Engineering Division Manager. Payment will be made following the first eligible BAMA meeting occurring after the date on the invoice.

The Consultant agrees that this professional service shall be treated as an important service to BAMA and also agrees to commit the time necessary to perform the professional services in a professional manner.

The parties agree that the Consultant's position is not a traditional BAMA employee position; therefore, the foregoing constitutes all the benefits and other forms of compensation due the Consultant, acting in the role of an independent contractor, and therefore ineligible for all other benefits paid to regular full-time BAMA employees. The Consultant agrees to abide by and comply with all of the BAMA's Administrative Policies.

The Consultant shall acquire all insurance policies required for professional liability insurance, auto insurance, and/or health insurance. The Consultant shall be responsible for his own vehicle expenses and any other indirect costs incurred in fulfilling the stated contract requirements.

The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto. IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers or representatives on the dates set forth below.

Approved as to form:

Broken Arrow Municipal Authority

Lesli Myers
Lesli Myers, Assistant City Attorney

By: _____
Kenneth D. Schwab, PE, CFM
Assistant City Manager - Operations

Attest:

Date _____

City Clerk

Geodeca, L.L.C.

By: Cain Muzila

Attest:

Corporate Secretary (Seal)

Date: Aug 8/17

VERIFICATIONS

State of Oklahoma)
County of Tulsa) §.

Before me, a Notary Public, on this 8th day of August 2017, personally appeared Carrie Muzila, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Principal (Please circle or specify)) of Geodeca, LLC to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires:

10/6/2017



Lenora Marsh Bearer
Notary Public

**BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SERVICES CONTRACT FOR THE
COUNTY LINE TRUNK SANITARY SEWER PROJECT NUMBER: S.1609
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS
PROJECT NUMBER S.1609**

SP - 1.0 SCOPE OF THE PROJECT:

1.1. The Consultant shall provide Professional Surveying and Related Support Services associated with BAMA project no. S.1609 – County Line Trunk Sanitary Sewer. Professional Surveying services to include clearing of pipeline alignment as necessary to allow surveying of the alignment, topographic survey of the alignment, verification of existing easements, legal description and exhibit preparation (if necessary), preparation of a Digital Terrain Model with 1-foot contours, and other surveying services as needed by BAMA. Work performed under the contract shall be performed in accordance with the Consultant's proposal (attached).

SP- 2.0 SERVICES OF BAMA: BAMA WILL:

2.1. Furnish to Consultant all data in its possession, and needed engineering guidance as necessary for the service provider to complete the contract requirements.

2.2. Designate in writing a person to act as its representative in respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define BAMA's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

SP -3.0 SCOPE OF SERVICES: THE CONSULTANT SHALL:

3.1 The Consultant shall provide Professional Surveying services as stated in Article 1.1 above.

3.2 Work will be compensated in accordance with the Consultant's proposal attached herein and will include all costs associated with the performance of the work, including any support and supervision cost required from the Consultant.

[END OF CONTRACT SPECIAL PROVISIONS]



GEODECA LLC
P.O. Box 330281
Tulsa, OK 74133-0281
Office: 918.806.1740
Fax: 866.374.7577
e-mail: rmuzika@geodeca.com
www.geodeca.com
C.A. #5524 Exp. 06/30/2018

June 29, 2017

R1

Jeff N. Westfall, P.E., CFM, Project Engineer
City of Broken Arrow, Engineering & Construction Department
jwestfall@brokenarrowok.gov
(918) 259-2400 x5344

Survey Proposal for Topographic Survey for County Line Sewer Trunk Line CoBA prj # S.0901

Section 12, T17N, R14E, Tulsa County

Project Limits: 100' Wide Corridor from Lynn Lane Sewer Plant, then North for approximately .9 Mile
along the proposed 60" Trunk line (See exhibit)

Thank you for considering GEODECA LLC for survey services for your project.

Lump sum Fee: \$31,200

Right of Way: Check previous survey right of way, property owners and easements as known by either a search using the Tulsa County online records search "ONCORE" or from property reports prepared by others. (If needed property reports are \$300 per report.)

Topographic survey: To include the survey of cleared areas, improvements and structures as practicable. Sufficient measures will be taken to create a Digital Terrain Model with 1 foot contours.

Clearing: Per 2017 To include the clearing of small trees and high brush necessary for surveying.

Legal Descriptions: \$250 each as needed

Field data when appropriate will be in U.S. Survey feet translated and rotated to Ok State Plane North Horizontal datum (all distances will be ground distances), or translated and rotated to adjoiners or existing legal descriptions. Vertical Datum will be North American Vertical Datum of 1988 (NAVD 88).

Reserving the ability to negotiate for unknown or extraordinary site conditions that may cause exceeding man hours beyond 80 hours 2-man field for topo and or 40 hours 2-man clearing. Consulting with the City of Broken Arrow before above hours are exceeded or at the time it is apparent.

We very much appreciate the opportunity to perform this survey and are committed to the timely and efficient progress of this project. If you have any questions, please do not hesitate to call.

A handwritten signature in blue ink that reads "Russell Muzika".

Respectfully,
Russell Muzika, P.L.S.
Principal Surveyor





City of Broken Arrow

Fact Sheet

File #: 17-2496, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 8-15-2017**

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

Approval of and authorization to purchase one (1) crew cab pickup from Bob Howard Dodge, pursuant to the Oklahoma statewide vehicle contract, for the Sanitation Division

Background:

The Sanitation Division of the General Services Department has budgeted for the purchase of one crew cab pickup. This truck replaces an older unit. Funds for this purchase are available in the Bama Capital Fund.

This vehicle will be purchased under the Oklahoma Statewide Contract for Vehicles to include Cars, Passenger vans, Trucks, Suv's, Cargo vans, Police vehicles and CNG vehicles, number SW035. All State Departments, Boards, Commissions, Agencies and Institutions, as well as Counties, School Districts and Municipalities may purchase vehicles from this contract. Pricing under this contract is good until November 14, 2017.

The bid tabulation includes the lowest bidding vendors for the all the brands of crew pickups under this contract. Base pricing and selected options are reflected in the attached bid tabulation. Staff recommends that the Authority award the lowest responsible bid to Bob Howard Dodge for the purchase of one 2017 Dodge Ram 1500 crew cab pickup.

Cost: \$28,616.00

Prepared By: Lee Zirk, General Services Department

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

Approved By: Michael L. Spurgeon, City Manager

Attachments: Bid tabulation on state contract number 100009315

Recommendation:

Approve the purchase of one crew cab pickup from Bob Howard Dodge pursuant to the Oklahoma Statewide Contract.

1/2 Ton Truck Crew Cab

State Contract 1000009315

Expires 11/14/2017

Item	Bob Howard Dodge	Bob Moore Ford	Hudiberg Chevrolet
Specification	2017/18 Dodge 1500 Crew Cab	2017/18 Ford F-150 Crew Cab	2017/18 Chevrolet C1500 Crew Cab
1/2 Ton Truck Crew Cab	\$25,374.00	\$25,453.00	\$24,831.00
Options			
4 Wheel drive w/skidplates	\$2,404.00	\$2,483.00	\$3,352.00
Differential/type ratio	\$374.00	\$387.00	\$395.00
Side Steps	\$399.00	\$250.00	\$445.00
Add key	\$325.00	\$65.00	\$185.00
Seat-delete cloth	-\$500.00	\$0.00	\$0.00
All terrain tires	\$240.00	\$0.00	\$200.00
Total	<u>28,616.00</u>	<u>28,638.00</u>	<u>29,408.00</u>
Delivery	120 days	120 days	120 days
Warranty Bumper to bumper	3yr/36k	3yr/36k	3yr/36k
Warranty Drive train	5yr/100k	5yr/60k	5yr/100k

Sanitation Project 185108

This bid tabulation is true and accurate to the best of my knowledge

Thursday, July 27, 2017



Patrick Harrison

Purchasing Manager



City of Broken Arrow

Fact Sheet

File #: 17-2503, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 8-15-2017**

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

Approval of and authorization to purchase two (2) three-quarter ton crew cab pickups from Bob Howard Dodge, pursuant to the Oklahoma statewide vehicle contract, for the Stormwater Division

Background:

The Stormwater Division of the Street Department has budgeted for the purchase of two, three quarter ton, crew cab pickups. One truck replaces an older unit, the other is an addition to the fleet. Funds for this purchase are available in the Bama Capital Fund in the amount of \$35,000.00 for each truck for a total of \$70,000.00.

These vehicles will be purchased under the Oklahoma Statewide Contract Vehicles to include Cars, Passenger vans, Trucks, Suv's, Cargo vans, Police vehicles and CNG vehicles, number SW035. All State Departments, Boards, Commissions, Agencies and Institutions, as well as Counties, School Districts and Municipalities may purchase vehicles from this contract. Pricing under this contract is good until November 14, 2017.

The bid tabulation includes the lowest bidding vendors for the all the brands of three quarter ton crew pickups under this contract. Base pricing and selected options are reflected in the attached bid tabulation. Staff recommends that the Authority award the lowest responsible bid to Bob Howard Dodge for the purchase of two 2017 Dodge Ram 2500 crew cab pickups.

Cost: \$60,324.00

Prepared By: Lee Zirk, General Services Department

Reviewed By: Finance Department
Assistant City Manager-Operations
Legal Department

Approved By: Michael L. Spurgeon, City Manager

Attachments: Bid tabulation on state contract number 100009355

Recommendation:

Approve the purchase of two three quarter ton crew cab pickups from Bob Howard Dodge pursuant to the Oklahoma Statewide Contract.

3/4 Ton Crew Cab Truck
State Contract 1000009355
Expires 11/14/2017

Item	Bob Howard Dodge	Hudiberg Chevrolet	Bob Moore Ford
Specification	2017/18 Dodge 2500 Crew Cab	2017/18 Chevrolet C2500 Crew Cab	2017/18 Ford F-250 Crew Cab
3/4 Ton Crew Cab Truck	\$24,998.00	\$25,606.00	\$26,213.00
Options			
Longer bed	\$200.00	\$278.00	\$189.00
Add 4 WD w/skid plates	\$2,699.00	\$2,491.00	\$2,598.00
Add limited slip/locking diff.	\$380.00	\$0.00	\$360.00
Add side steps	\$415.00	\$350.00	\$250.00
Add keys (qty.4)	\$1,180.00	\$540.00	\$260.00
Add tinted windows	\$195.00	\$200.00	\$200.00
Seat delete cloth	-\$400.00	\$0.00	-\$250.00
Add all terrain tires	\$225.00	\$200.00	\$144.00
Add hitch,wiring,receiver	\$0.00	\$280.00	\$0.00
Add electric brake controller	\$270.00	\$230.00	\$256.00
Total	<u>30,162.00</u>	<u>30,175.00</u>	<u>30,220.00</u>
Total for quantity of two	<u>60,324.00</u>	<u>60,350.00</u>	<u>60,440.00</u>
Delivery	120 days	120 days	120 days
Warranty			
Bumper to bumper	3yr/36k	3yr/36k	3yr/36k
Drive train	5yr/100k	5yr/100k	5yr/60k

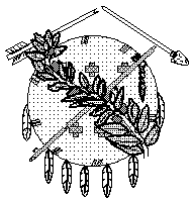
Storm water Project 185311 replacement & 185312 new unit

This bid tabulation is true and accurate to the best of my knowledge

Friday, July 28, 2017

Patrick Harrison

Purchasing Manager



City of Broken Arrow

Fact Sheet

File #: 17-2525, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 08-15-17**

**To: Chairman and Authority Members
From: Engineering and Construction Department**

Title:
Award of the lowest responsible bid to Eutek Systems, Inc., dba Hydro International Wastewater, and authorization to execute a contract for Pre-purchase of Grit Removal Equipment for the Lynn Lane Wastewater Treatment Plant Headworks Improvements (Project Nos. 16420 and 16423)

Background:

The Headworks Improvements project at the Lynn Lane Wastewater Treatment Plant consists of a new structure that will house wastewater screening, grit removal, raw sewage pumping, and foul air treatment operations. After an evaluation of available grit removal technologies, free vortex-type grit removal equipment was selected for the improvements project due in part to its high removal rate of fine grit particles. The various grit removal technologies require different flow geometries for the raw sewage. For this reason, the facility was designed around free vortex grit removal equipment. In order to ensure that the supplied grit removal equipment would be compatible with the rest of the new facility, a pre-purchase bid of the grit removal equipment was conducted. The contract for the supply of the grit removal equipment will be assigned to the General Contractor who will construct the Headworks Improvements project.

The Grit Removal Equipment pre-purchase was advertised for bids on June 14, 2017 and June 21, 2017. Bids were opened on July 18, 2017 and one (1) bid was received. The bid was responsive. The Certified Bid Tabulation is attached. The lowest responsible bidder was Eutek Systems, Inc. dba Hydro International Wastewater, with a bid of \$695,220.00. The engineer's estimate was \$675,000.00. Staff recommends awarding the Bid in the amount of \$695,220.00 to Eutek Systems, Inc. dba Hydro International Wastewater.

Funding for the equipment will be from OWRB loan FAP-17-0004-L.

Cost: \$695,220.00

Prepared By: Alex M. Mills, P.E., CFM, Engineering and Construction Director

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

Approved By: Michael L. Spurgeon, City Manager

Attachments: Certified Bid Tabulation

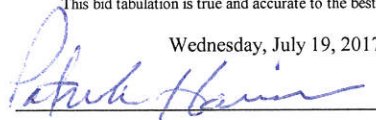
Recommendation: Award the lowest responsible bid to Eutek Systems, Inc., dba Hydro International Wastewater, and authorize execution of a contract for Pre-purchase of Grit Removal Equipment.

Bid 17.174
Grit Removal Equipment
Bid Date 07/18/2017

Item	Hydro Intl. wastewater
Specification	
Grit removal equipment	\$695,220.00
Total	\$695,220.00

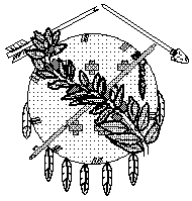
This bid tabulation is true and accurate to the best of my knowledge

Wednesday, July 19, 2017



Patrick Harrison

Purchasing Manager



City of Broken Arrow

Fact Sheet

File #: 16-1578, **Version:** 1

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	1/17/2017	240	GRAINGER	PI 1101	9332283820	020-5130-437.60-24 1/17/2017 TOTAL - CUMULATIVE TOTAL -	1,519.40 1,519.40 1,519.40
	1/25/2017	240	GRAINGER	PI 1102	9340518589	020-5130-437.60-24 1/25/2017 TOTAL - CUMULATIVE TOTAL -	430.95 430.95 1,950.35
	4/04/2017	4358	MCNEILUS TRUCK & MFG., INC	PI 3598	3581918	020-5125-436.60-20 4/04/2017 TOTAL - CUMULATIVE TOTAL -	953.20- 953.20- 997.15
	4/27/2017	5941	LOWES	PI 1546 PI 1547	01334- 01335	020-5305-438.60-23 020-5305-438.60-23 4/27/2017 TOTAL - CUMULATIVE TOTAL -	43.06- 43.06 997.15
	5/01/2017	5941	LOWES	PI 1548 PI 1549	01165 01166-	020-5410-435.60-23 020-5410-435.60-23 5/01/2017 TOTAL - CUMULATIVE TOTAL -	34.00 34.00- 997.15
	5/02/2017	5941	LOWES	PI 1191 PI 1550 PI 1551	01578 01576 01577-	020-5200-419.60-23 020-5200-419.60-23 020-5200-419.60-23 5/02/2017 TOTAL - CUMULATIVE TOTAL -	8.34 12.09 12.09- 8.34 1,005.49
	5/04/2017	5941	LOWES	PI 1193	17149-	020-5410-435.60-23 5/04/2017 TOTAL - CUMULATIVE TOTAL -	12.33- 12.33- 993.16
	5/05/2017	5941	LOWES	PI 1552	13389	020-5400-434.60-23 5/05/2017 TOTAL - CUMULATIVE TOTAL -	10.44 10.44 1,003.60
	5/09/2017	5941	LOWES	PI 1194	01358	020-5200-419.60-23 5/09/2017 TOTAL - CUMULATIVE TOTAL -	38.64 38.64 1,042.24
	5/11/2017	5941	LOWES	PI 1553 PI 1554	01914 01915-	020-5305-438.60-23 020-5305-438.60-23 5/11/2017 TOTAL - CUMULATIVE TOTAL -	126.34 126.34- 1,042.24
	5/15/2017	133	UTILITY SUPPLY	PI 1659 PI 1660 PI 1661	104251 104251 104251	020-0000-141.00-00 020-0000-141.00-00 020-0000-141.00-00 5/15/2017 TOTAL - CUMULATIVE TOTAL -	603.50 327.20 22.00 952.70 1,994.94

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	5/24/2017	133	UTILITY SUPPLY	PI 1662 PI 1663	104475 104475	020-0000-141.00-00 020-0000-141.00-00 5/24/2017 TOTAL - CUMULATIVE TOTAL -	212.00 654.40 866.40 2,861.34
	5/26/2017	5941	LOWES	PI 1196	02809	020-5410-435.60-23	18.04
	5/26/2017	9213	HITCH IT TRAILERS, PARTS, SERV	PI 0133	11380CS-	020-5400-434.60-20 5/26/2017 TOTAL - CUMULATIVE TOTAL -	14.99- 3.05 2,864.39
	6/01/2017	327	HACH COMPANY	PI 1105	10478621	020-5405-434.60-34 6/01/2017 TOTAL - CUMULATIVE TOTAL -	980.88 980.88 3,845.27
	6/02/2017	327	HACH COMPANY	PI 1106	10480741	020-5405-434.60-34	948.77
	6/02/2017	4698	DAVIS TRAILER & TURCK EQUIPMEN	PI 1197	4944	020-5305-438.60-20 6/02/2017 TOTAL - CUMULATIVE TOTAL -	1,013.00 1,961.77 5,807.04
	6/06/2017	90	NAPA AUTO PARTS	PI 1684	2210870679	020-5400-434.60-20 6/06/2017 TOTAL - CUMULATIVE TOTAL -	6.02 6.02 5,813.06
	6/15/2017	4311	UNITED FORD	PI 1771	2881184	020-0000-141.00-00	453.35
	6/15/2017	4698	DAVIS TRAILER & TURCK EQUIPMEN	PI 1198	4958CM	020-5305-438.60-20 6/15/2017 TOTAL - CUMULATIVE TOTAL -	450.00- 3.35 5,816.41
	6/17/2017	5941	LOWES	PI 1205	02924	020-5405-434.60-45 6/17/2017 TOTAL - CUMULATIVE TOTAL -	2.49 2.49 5,818.90
	6/22/2017	42	ARROW SAFE AND LOCK INC	PI 1491	70446	020-5400-434.60-23	5.85
	6/22/2017	5941	LOWES	PI 1562	16484	020-5400-434.60-23 6/22/2017 TOTAL - CUMULATIVE TOTAL -	14.50 20.35 5,839.25
	6/23/2017	90	NAPA AUTO PARTS	PI 1664 PI 1665 PI 1666	2210872477 2210872477 2210872477	020-0000-141.00-00 020-0000-141.00-00 020-0000-141.00-00	52.92 84.24 172.46
	6/23/2017	5941	LOWES	PI 1563	911629	020-5400-434.60-23 6/23/2017 TOTAL - CUMULATIVE TOTAL -	62.37 371.99 6,211.24
	6/26/2017	90	NAPA AUTO PARTS	PI 1686	2210872699	020-5400-434.60-20	14.40
	6/26/2017	1530	INDUSTRIAL WELDING & TOOLS SUP	PI 1297	33525872	020-0000-141.00-00 6/26/2017 TOTAL - CUMULATIVE TOTAL -	110.00 124.40 6,335.64
	7/03/2017	6375	ATWOODS DISTRIBUTING	PI 1504 PI 1505	D77028 001168	020-5305-438.60-10 020-5305-438.60-10	125.00 119.99

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
	7/03/2017	8679	HD SUPPLY WATERWORKS, LTD	PI 1567 PI 1568	H428301 H428301	020-0000-141.00-00 020-0000-141.00-00 7/03/2017 TOTAL - CUMULATI VE TOTAL -	352.08 117.00 714.07 7,049.71
	7/07/2017	5936	CONTINENTAL BATTERY CO	PI 1264	15320707170751	020-0000-141.00-00	588.15
	7/07/2017	6375	ATWOODS DI STRI BUTI NG	PI 1508	001173	020-5305-438.60-10 7/07/2017 TOTAL - CUMULATI VE TOTAL -	119.99 708.14 7,757.85
	7/10/2017	6375	ATWOODS DI STRI BUTI NG	PI 1510	001178	020-5405-434.60-23	220.97
	7/10/2017	8679	HD SUPPLY WATERWORKS, LTD	PI 1089	H429143	020-0000-141.00-00	4,822.50
	7/10/2017	10483	UTI LI TY TECHNOLOGY SERVI CES I N	PI 1379	S102266991001	020-0000-141.00-00 7/10/2017 TOTAL - CUMULATI VE TOTAL -	192.55 5,236.02 12,993.87
	7/11/2017	6375	ATWOODS DI STRI BUTI NG	PI 1513	001181	020-5305-438.60-23	13.98
	7/11/2017	8679	HD SUPPLY WATERWORKS, LTD	PI 1090 PI 1091 PI 1569 PI 1570	H429049 H429049 H428753 H428753	020-0000-141.00-00 020-0000-141.00-00 020-0000-141.00-00 020-0000-141.00-00 7/11/2017 TOTAL - CUMULATI VE TOTAL -	7,657.50 5,024.00 1,093.40 313.35 14,102.23 27,096.10
	7/12/2017	6626	REXEL	PI 1688	S115622203003	020-5405-434.60-45 7/12/2017 TOTAL - CUMULATI VE TOTAL -	1,916.00- 1,916.00- 25,180.10
	7/13/2017	327	HACH COMPANY	PI 1142	10537764	020-5410-435.30-34 7/13/2017 TOTAL - CUMULATI VE TOTAL -	543.20 543.20 25,723.30
	7/14/2017	327	HACH COMPANY	PI 1143	10540070	020-5405-434.60-34	962.77
	7/14/2017	8679	HD SUPPLY WATERWORKS, LTD	PI 1571	H436177	020-0000-141.00-00	304.80
	7/14/2017	9569	TW N CI TIES READY M X INC	PI 1239	148086	020-5305-438.60-27 7/14/2017 TOTAL - CUMULATI VE TOTAL -	1,297.60 2,565.17 28,288.47
	7/16/2017	5941	LOWES	PI 1415	11009	020-5130-437.70-15 7/16/2017 TOTAL - CUMULATI VE TOTAL -	27.50 27.50 28,315.97
	7/17/2017	370	AI RGAS USA LLC	PI 1114	9065548219	020-5120-437.60-24	14.29
	7/17/2017	6375	ATWOODS DI STRI BUTI NG	PI 1516	001188	020-5305-438.60-23	110.96
	7/17/2017	10483	UTI LI TY TECHNOLOGY SERVI CES I N	PI 1380	S102275829001	020-0000-141.00-00 7/17/2017 TOTAL - CUMULATI VE TOTAL -	1,501.74 1,626.99 29,942.96
	7/18/2017	168	TULSA NEW HOLLAND	PI 1247 PI 1248	472252 472252	020-5305-438.60-19 020-5305-438.60-20 7/18/2017 TOTAL - CUMULATI VE TOTAL -	134.44 310.22 444.66 30,387.62

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
7/19/2017	5941	LOWES	PI 1565	01353	020-5305-438.60-23	35.58	
					7/19/2017 TOTAL -	35.58	
					CUMULATIVE TOTAL -	30,423.20	
7/20/2017	8	BRENNTAG SOUTHWEST INC	PI 1281	BSW867139	020-5405-434.60-34	1,583.55	
7/20/2017	90	NAPA AUTO PARTS	PI 1326	2210875032	020-0000-141.00-00	21.76	
			PI 1327	2210875032	020-0000-141.00-00	89.38	
			PI 1328	2210875032	020-0000-141.00-00	135.68	
			PI 1329	2210875035	020-0000-141.00-00	4.33	
7/20/2017	1581	MID CONTINENT CONCRETE CO	PI 1360	1570508	020-5305-438.60-27	356.00	
			PI 1361	1570509	020-5305-438.60-27	117.00	
			PI 1362	1570510	020-5305-438.60-27	198.00	
7/20/2017	4358	MCNEILUS TRUCK & MFG., INC	PI 1018	3702461	020-5125-436.60-20	129.48	
7/20/2017	5941	LOWES	PI 1216	01537	020-5305-438.60-23	19.88	
7/20/2017	8679	HD SUPPLY WATERWORKS, LTD	PI 1092	H457282	020-0000-141.00-00	3,096.00	
			PI 1576	H482737	020-0000-141.00-00	815.38	
			PI 1577	H482737	020-0000-141.00-00	339.30	
7/20/2017	9892	GOODYEAR COMMERCIAL TIRE	PI 1566	2541008790	020-0000-141.00-00	3,745.06	
			PI 1596	2541008790	020-5125-436.60-19	91.87	
					7/20/2017 TOTAL -	10,742.67	
					CUMULATIVE TOTAL -	41,165.87	
7/21/2017	179	TRANS CONTINENTAL SUPPLY INC	PI 1254	1027181	020-5130-437.60-23	37.50	
			PI 1255	1027181	020-5305-438.60-23	37.50	
7/21/2017	1581	MID CONTINENT CONCRETE CO	PI 1363	1570749	020-5305-438.60-27	1,337.50	
			PI 1364	1570750	020-5305-438.60-27	99.00	
7/21/2017	5941	LOWES	PI 1635	01710	020-5305-438.60-23	20.68	
7/21/2017	6375	ATWOODS DISTRIBUTING	PI 1518	001192	020-5305-438.60-23	19.99	
7/21/2017	8679	HD SUPPLY WATERWORKS, LTD	PI 1088	H428067	020-0000-141.00-00	3,029.00	
7/21/2017	8770	CONTROL TECHNOLOGIES INC	PI 1093	0064613	020-0000-141.00-00	11,463.84	
					7/21/2017 TOTAL -	16,045.01	
					CUMULATIVE TOTAL -	57,210.88	
7/22/2017	420	APAC-CENTRAL, INC	PI 1496	7001011633	020-5305-438.70-15	135.08	
			PI 1497	7001011756	020-5305-438.60-27	67.80	
			PI 1498	7001011756	020-5400-434.60-80	84.83	
			PI 1528	7001011933	020-5400-434.60-80	172.32	
					7/22/2017 TOTAL -	460.03	
					CUMULATIVE TOTAL -	57,670.91	
7/24/2017	8	BRENNTAG SOUTHWEST INC	PI 1134	BSW866379	020-5410-435.60-34	788.63	
7/24/2017	42	ARROW SAFE AND LOCK INC	PI 1278	70617	020-5305-438.60-23	5.00	
7/24/2017	90	NAPA AUTO PARTS	PI 1154	2210875433	020-0000-141.00-00	82.35	
			PI 1155	2210875433	020-0000-141.00-00	48.10	
			PI 1156	2210875433	020-0000-141.00-00	11.45	
			PI 1169	2210875445	020-5405-434.60-20	9.76	
7/24/2017	327	HACH COMPANY	PI 1314	10555662	020-5405-434.60-34	285.89	
7/24/2017	328	HAJOCA TULSA 152	PI 1318	SO12107673001	020-5410-435.60-18	93.04	
7/24/2017	1581	MID CONTINENT CONCRETE CO	PI 1365	1571045	020-5305-438.60-27	452.50	
			PI 1366	1571620	020-5305-438.70-15	740.00	
7/24/2017	5042	H G FLAKE SUPPLY CO	PI 1144	0348466	020-5405-434.60-23	35.76	

FUND	020 BAMA	DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
		DUE	NO	NAME	NO	NO	NO	
7/24/2017			5421	LUBER BROS INC.	PI 1330	INV00162505	020-0000-141.00-00	283.65
7/24/2017			5941	LOWES	PI 1116	02010	020-5305-438.60-23	33.91
					PI 1117	02047	020-5305-438.60-24	35.55
					PI 1118	02120	020-5130-437.70-15	27.44
					PI 1119	20172	020-5415-435.60-24	63.86
7/24/2017			8304	THERMO FISHER SCIENTIFIC	PI 1241	4243160	020-5405-434.60-34	757.40
7/24/2017			8679	HD SUPPLY WATERWORKS, LTD	PI 1573	H488046	020-0000-141.00-00	318.96
					PI 1574	H455116	020-0000-141.00-00	2,373.75
7/24/2017			9700	ADVANCED INDUSTRIAL SOLUTIONS	PI 1265	231589	020-0000-141.00-00	373.92
7/24/2017			10476	TEXAS PROCESS EQUIPMENT	PI 1242	337511	020-5405-434.60-45	2,026.87
							7/24/2017 TOTAL -	8,828.27
							CUMULATIVE TOTAL -	66,499.18
7/25/2017			35	A & N TRAILER PARTS INC	PI 1129	00293502	020-5400-434.60-20	9.52
7/25/2017			90	NAPA AUTO PARTS	PI 1157	2210875495	020-0000-141.00-00	17.20
					PI 1171	2210875483	020-5410-435.60-20	4.64
					PI 1172	2210875499	020-5120-437.60-23	62.00
					PI 1332	2210875503	020-0000-141.00-00	5.10
					PI 1333	2210875503	020-0000-141.00-00	44.32
					PI 1334	2210875503	020-0000-141.00-00	14.87
					PI 1335	2210875503	020-0000-141.00-00	24.75
					PI 1336	2210875503	020-0000-141.00-00	9.16
7/25/2017			133	UTILITY SUPPLY	PI 1667	106041	020-0000-141.00-00	80.00
7/25/2017			176	TIMMONS OIL COMPANY INC	PI 1219	W04408	020-0000-141.00-00	238.00
7/25/2017			244	GREEN ACRE SOD FARMS DBA	PI 1308	106495	020-5305-438.60-23	262.50
7/25/2017			251	SHERWIN WILLIAMS CO	PI 1237	10721	020-5130-437.70-15	84.70
					PI 1238	65560	020-5130-437.70-15	209.00
7/25/2017			400	L & M OFFICE FURNITURE INC	PI 1355	752140	020-5205-419.70-19	986.48
7/25/2017			890	B & M OIL COMPANT - TULSA	PI 1097	0462341	020-0000-141.00-00	2,460.20
7/25/2017			1409	SMITH FARM & GARDEN CO	PI 1243	779118	020-5405-434.60-20	23.50
					PI 1251	779098	020-5305-438.60-20	95.94
7/25/2017			1581	MID CONTINENT CONCRETE CO	PI 1367	1571225	020-5305-438.60-27	226.25
					PI 1368	1571628	020-5305-438.70-15	832.50
7/25/2017			5941	LOWES	PI 1120	01513	020-5305-438.60-24	156.70
					PI 1123	02375	020-5305-438.60-23	4.12
					PI 1124	11728	020-5130-437.70-15	23.95
					PI 1125	11876	020-5405-434.60-23	47.87
					PI 1126	14929-	020-5130-437.70-15	2.13-
7/25/2017			6460	SOUTH WESTERN ENVIRONMENTAL	PI 1407	2811	020-5410-435.60-45	889.00
7/25/2017			8679	HD SUPPLY WATERWORKS, LTD	PI 1579	H490010	020-0000-141.00-00	9,405.00
							7/25/2017 TOTAL -	16,215.14
							CUMULATIVE TOTAL -	82,714.32
7/26/2017			8	BRENNTAG SOUTHWEST INC	PI 1282	BSW867888	020-5405-434.60-34	4,483.64
7/26/2017			90	NAPA AUTO PARTS	PI 1158	2210875558	020-0000-141.00-00	9.80
					PI 1159	2210875558	020-0000-141.00-00	78.94
					PI 1160	2210875567	020-0000-141.00-00	58.35
					PI 1161	2210875567	020-0000-141.00-00	60.82
					PI 1177	2210875566	020-5125-436.60-20	7.00
					PI 1181	2210875635	020-5405-434.60-23	4.99
7/26/2017			92	WHITE STAR MACHINERY & SUPPLY	PI 1217	07165557	020-0000-141.00-00	35.36

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
	7/26/2017	148	WARREN POWER & MACHINERY, INC.	PI 1258	PS100643337	020-5305-438.60-20	224.95
	7/26/2017	168	TULSA NEW HOLLAND	PI 1221	472802	020-0000-141.00-00	54.91
				PI 1227	472814	020-5305-438.60-20	225.70-
				PI 1228	472814	020-5305-438.60-20	30.00-
	7/26/2017	225	SUMMIT TRUCK GROUP	PI 1259	411142376	020-5125-436.60-20	574.43
	7/26/2017	370	AIRGAS USA LLC	PI 1277	9065878245	020-5130-437.60-23	76.98
	7/26/2017	399	LOCKE SUPPLY COMPANY	PI 1130	3203527300	020-5125-436.60-20	296.13
				PI 1131	3203913800	020-5130-437.70-15	29.74
	7/26/2017	625	FASTENAL COMPANY	PI 1094	OKTU726703	020-0000-141.00-00	139.90
				PI 1095	OKTU726703	020-0000-141.00-00	160.27
				PI 1096	OKTU726703	020-0000-141.00-00	257.04
	7/26/2017	724	O'REILLY AUTOMOTIVE	PI 1163	156179083	020-0000-141.00-00	71.94
				PI 1164	156179085	020-0000-141.00-00	71.94
	7/26/2017	1409	SMITH FARM & GARDEN CO	PI 1245	779342	020-5410-435.60-20	2.91
	7/26/2017	1581	MID CONTINENT CONCRETE CO	PI 1369	1571428	020-5305-438.60-27	1,391.00
				PI 1370	1571640	020-5305-438.60-27	82.00
	7/26/2017	2857	CK & W SUPPLY INC	PI 1099	115544	020-0000-141.00-00	369.60
	7/26/2017	4311	UNITED FORD	PI 1232	2904778	020-5305-438.60-20	19.59
	7/26/2017	4358	MCNEILUS TRUCK & MFG., INC	PI 1190	3709083	020-5125-436.60-20	741.37
	7/26/2017	5042	HG FLAKE SUPPLY CO	PI 1315	0348829	020-5405-434.60-23	205.06
	7/26/2017	5941	LOWES	PI 1127	11024	020-5400-434.60-23	25.20
				PI 1417	02032	020-5405-434.60-45	29.37
				PI 1419	02983	020-5130-437.70-15	11.58
				PI 1581	02557	020-0000-141.00-00	96.72
	7/26/2017	8019	HDR, INC	PI 1586	1200063454	020-5410-435.70-16	24,507.39
				PI 1587	1200063455	020-5410-435.70-16	24,507.39
				PI 1589	1200063456	020-5405-434.70-16	12,600.00
				PI 1591	1200063458	020-5405-434.70-16	9,000.00
	7/26/2017	8770	CONTROL TECHNOLOGIES INC	PI 1267	00646556	020-0000-141.00-00	1,749.78
	7/26/2017	9569	TWIN CITIES READY MIX INC	PI 1401	148793	020-5305-438.60-27	309.90
						7/26/2017 TOTAL -	82,090.29
						CUMULATIVE TOTAL -	164,804.61
	7/27/2017	8	BRENNTAG SOUTHWEST INC	PI 1501	BSW868421	020-5405-434.60-34	1,908.08
	7/27/2017	90	NAPA AUTO PARTS	PI 1182	2210875674	020-5120-437.60-23	195.12
				PI 1186	2210875723	020-5406-434.60-20	7.95
				PI 1188	2210875744	020-5406-434.60-38	17.10
				PI 1189	2210875971	020-5115-437.60-20	70.62
				PI 1337	2210875713	020-0000-141.00-00	121.64
				PI 1338	2210875713	020-0000-141.00-00	5.16
				PI 1339	2210875713	020-0000-141.00-00	66.72
	7/27/2017	168	TULSA NEW HOLLAND	PI 1263	472813	020-5305-438.60-20	111.38
	7/27/2017	225	SUMMIT TRUCK GROUP	PI 1260	CM411142376	020-5125-436.60-20	105.00-
	7/27/2017	240	GRAINGER	PI 1319	9512036907	020-5405-434.60-23	96.68
	7/27/2017	244	GREEN ACRE SOD FARMS DBA	PI 1311	106526	020-5400-434.60-80	150.00
				PI 1313	106528	020-5400-434.60-80	150.00
	7/27/2017	403	MAXWELL SUPPLY OF TULSA INC	PI 1162	439434	020-0000-141.00-00	284.16
	7/27/2017	408	MACS ELECTRIC SUPPLY COMPANY	PI 1600	C032477	020-5405-434.60-18	1,483.50
	7/27/2017	1059	SOUTHERN TIRE MART	PI 1220	45352917	020-0000-141.00-00	90.01
				PI 1222	45353180	020-0000-141.00-00	493.52
	7/27/2017	1530	INDUSTRIAL WELDING & TOOLS SUP	PI 1298	33580538	020-0000-141.00-00	110.00

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
	7/27/2017	1581	MID CONTINENT CONCRETE CO	PI 1637	1571671	020-5305-438.60-27	195.00
	7/27/2017	2227	HAYNES EQUIPMENT CO	PI 1301	8117946	020-5415-435.60-41	2,196.00
	7/27/2017	2673	ACCURATE ENVIRONMENTAL LLC	PI 1289	SU26664	020-5410-435.60-24	4,174.37
	7/27/2017	3607	U.S. SIGN COMPANY	PI 1381	1702101	020-0000-141.00-00	975.00
	7/27/2017	4311	UNITED FORD	PI 1396	2905820	020-5400-434.60-20	27.85
	7/27/2017	4358	MCNEILUS TRUCK & MFG., INC	PI 1153	3710550	020-0000-141.00-00	226.39
	7/27/2017	4474	SAFETY FIRST SUPPLY COMPANY LL	PI 1218	1771741	020-0000-141.00-00	393.75
	7/27/2017	5941	LOWES	PI 1422	02734	020-5130-437.70-15	20.86
				PI 1423	02820	020-5130-437.70-15	29.19
	7/27/2017	6375	ATWOODS DISTRI BUTING	PI 1521	001198	020-5305-438.60-23	5.99
	7/27/2017	6478	FORTI LINE INC	PI 1668	4010828	020-0000-141.00-00	189.36
				PI 1669	4010828	020-0000-141.00-00	567.60
				PI 1670	4010828	020-0000-141.00-00	1,108.30
	7/27/2017	7486	BUILDING SPECIALTIES	PI 1499	182200142	020-5130-437.70-15	160.80
	7/27/2017	8679	HD SUPPLY WATERWORKS, LTD	PI 1580	H481838	020-0000-141.00-00	9,405.00
	7/27/2017	9700	ADVANCED INDUSTRIAL SOLUTIONS	PI 1486	231642	020-0000-141.00-00	13.00
				PI 1487	231642	020-0000-141.00-00	358.80
	7/27/2017	9706	WATER TECH INC	PI 1636	59659	020-5410-435.60-34	4,592.15
	7/27/2017	9876	RITZ/LONE STAR SAFETY & SUPPLY	PI 1618	5442595	020-0000-141.00-00	202.47
	7/27/2017	9892	GOODYEAR COMMERCIAL TIRE	PI 1100	2541008849	020-0000-141.00-00	1,668.44
	7/27/2017	9973	KUBOTA CENTER TULSA	PI 1098	P11679	020-0000-141.00-00	28.58
						7/27/2017 TOTAL -	31,795.54
						CUMULATIVE TOTAL -	196,600.15
	7/28/2017	90	NAPA AUTO PARTS	PI 1340	2210875882	020-0000-141.00-00	61.86
				PI 1341	2210875882	020-0000-141.00-00	33.84
				PI 1448	2210875819	020-5400-434.60-20	147.84
	7/28/2017	120	CINTAS CORPORATION	PI 1280	5008430188	020-5305-438.60-23	153.11
	7/28/2017	255	SAF T GLOVE INC	PI 1619	84564400	020-0000-141.00-00	780.33
	7/28/2017	452	GELCO UNIFORMS & SHOES INC	PI 1592	00204841	020-5120-437.60-10	125.00
				PI 1593	00204842	020-5205-419.60-10	125.00
	7/28/2017	1581	MID CONTINENT CONCRETE CO	PI 1638	1571887	020-5305-438.60-27	2,140.00
	7/28/2017	4937	ASSOCIATED PARTS & SUPPLY	PI 1291	802354	020-5100-437.70-17	6,247.69
	7/28/2017	5941	LOWES	PI 1426	01156	020-5130-437.70-15	644.10
				PI 1427	1158-	020-5130-437.70-15	644.10-
				PI 1428	12659	020-5400-434.60-23	24.07
	7/28/2017	7486	BUILDING SPECIALTIES	PI 1500	182200191	020-5130-437.70-15	245.28
	7/28/2017	8629	PROMOMAN	PI 1331	17714	020-0000-141.00-00	1,517.00
	7/28/2017	8679	HD SUPPLY WATERWORKS, LTD	PI 1572	H485947	020-0000-141.00-00	65.52
				PI 1575	H460134	020-0000-141.00-00	9,336.00
				PI 1578	H519811	020-0000-141.00-00	306.49
	7/28/2017	9700	ADVANCED INDUSTRIAL SOLUTIONS	PI 1266	231589BO	020-0000-141.00-00	1,540.80
	7/28/2017	10595	RJN GROUP	PI 1631	295313	020-5415-435.70-16	14,365.59
						7/28/2017 TOTAL -	37,215.42
						CUMULATIVE TOTAL -	233,815.57
	7/29/2017	420	APAC-CENTRAL, INC	PI 1414	7001013124	020-5415-435.60-27	2,141.85
	7/29/2017	5941	LOWES	PI 1429	01157	020-5130-437.70-15	508.50
						7/29/2017 TOTAL -	2,650.35
						CUMULATIVE TOTAL -	236,465.92

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	7/31/2017	8	BRENNTAG SOUTHWEST INC	PI 1502	BSW868983	020-5410-435.60-34	840.00
				PI 1503	BSW869200	020-5410-435.60-34	1,537.26
	7/31/2017	90	NAPA AUTO PARTS	PI 1342	2210876055	020-0000-141.00-00	37.30
				PI 1343	2210876039	020-0000-141.00-00	55.36
				PI 1344	2210876039	020-0000-141.00-00	19.80
				PI 1345	2210876039	020-0000-141.00-00	73.72
				PI 1346	2210876081	020-0000-141.00-00	18.37
				PI 1347	2210876081	020-0000-141.00-00	17.99
				PI 1348	2210876081	020-0000-141.00-00	5.26
				PI 1457	2210876038	020-5200-419.60-20	7.95
				PI 1461	2210876056	020-5200-419.60-20	11.68
				PI 1462	2210876060	020-5120-437.60-23	10.00
				PI 1463	2210876074	020-5406-434.60-20	11.60
				PI 1464	2210876097	020-5200-419.60-20	7.95
	7/31/2017	92	WHITE STAR MACHINERY & SUPPLY	PI 1385	07165854	020-0000-141.00-00	14.70
	7/31/2017	101	WELDON PARTS TULSA	PI 1404	192596600	020-5410-435.60-20	88.30
	7/31/2017	176	TIMMONS OIL COMPANY INC	PI 1384	W04463	020-0000-141.00-00	238.00
	7/31/2017	225	SUMMIT TRUCK GROUP	PI 1386	411142665	020-0000-141.00-00	183.89
	7/31/2017	240	GRAINGER	PI 1582	9514704387	020-0000-141.00-00	108.96
	7/31/2017	244	GREEN ACRE SOD FARMS DBA	PI 1595	106587	020-5400-434.60-80	75.00
	7/31/2017	255	SAFETY GLOVE INC	PI 1382	84465500	020-0000-141.00-00	662.45
				PI 1383	84465500	020-0000-141.00-00	70.70
	7/31/2017	1409	SMITH FARM & GARDEN CO	PI 1405	779939	020-5400-434.60-20	2.40
	7/31/2017	1581	MIDCONTINENT CONCRETE CO	PI 1639	1572553	020-5305-438.60-27	129.00
	7/31/2017	2372	WATKINS SAND COMPANY INC	PI 1400	16011	020-5400-434.60-80	1,150.00
	7/31/2017	5371	PREMIER TRUCK GROUP	PI 1375	125204874	020-5415-435.60-20	189.58
				PI 1376	125204874	020-5415-435.60-20	77.76
	7/31/2017	5941	LOWES	PI 1430	01696	020-5130-437.70-15	575.70
				PI 1432	01729	020-5130-437.70-15	298.27
				PI 1433	01778	020-5130-437.70-15	12.84
				PI 1434	01783	020-5130-437.70-15	8.33
				PI 1435	02721	020-5130-437.70-15	27.73
				PI 1436	02741	020-5305-438.60-23	14.22
				PI 1437	02852	020-5410-435.60-23	20.06
				PI 1439	11211	020-5130-437.70-15	41.76
				PI 1440	11296	020-5400-434.60-23	7.56
				PI 1441	16088-	020-5130-437.70-15	508.50
	7/31/2017	6822	TULSA WNNELSON COMPANY	PI 1695	01027700	020-5415-435.60-23	316.00
				PI 1696	01038200	020-5410-435.60-23	23.28
					7/31/2017 TOTAL -		6,407.63
					CUMULATIVE TOTAL -		242,873.55
	8/01/2017	42	ARROW SAFE AND LOCK INC	PI 1296	70621	020-5415-435.60-23	19.50
	8/01/2017	90	NAPA AUTO PARTS	PI 1349	2210876159	020-0000-141.00-00	107.88
				PI 1350	2210876184	020-0000-141.00-00	91.07
				PI 1351	2210876184	020-0000-141.00-00	24.03
				PI 1352	2210876232	020-0000-141.00-00	139.15
				PI 1353	2210876232	020-0000-141.00-00	69.95
				PI 1478	2210876161	020-5120-437.60-20	19.00
				PI 1482	2210876221	020-5400-434.60-20	25.76
				PI 1484	2210876230	020-5415-435.60-20	17.56

FUND	020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
8/01/2017		101		WELDON PARTS TULSA	PI 1389	192652900	020-0000-141.00-00	194.50
8/01/2017		141		CUMMINS SOUTHERN PLAINS	000782	02748552	020-5405-434.40-29	301.57
8/01/2017		225		SUMMIT TRUCK GROUP	PI 1390	411142776	020-0000-141.00-00	78.31
8/01/2017		240		GRAINGER	PI 1613	9515775154	020-5410-435.60-45	434.38
					PI 1614	9516184190	020-5405-434.60-23	31.14
8/01/2017		244		GREEN ACRE SOD FARMS DBA	PI 1607	106589	020-5305-438.60-23	32.00
8/01/2017		257		SAFETY KLEEN CORP	000810	74033042	020-5120-437.40-33	160.00
8/01/2017		435		TE MOWRY COMPANY INC	PI 1671	150124	020-0000-141.00-00	268.00
8/01/2017		1059		SOUTHERN TIRE MART	PI 1388	45354006	020-0000-141.00-00	962.68
8/01/2017		1409		SMITH FARM & GARDEN CO	PI 1387	780074	020-0000-141.00-00	210.33
8/01/2017		1756		CENTRAL PARK TAG AGENCY	000778	L1541597088	020-5410-435.60-23	67.50
					000779	L1677418144	020-5125-436.60-23	66.50
8/01/2017		4311		UNITED FORD	PI 1772	CM2865333	020-0000-141.00-00	453.35
8/01/2017		5042		H G FLAKE SUPPLY CO	PI 1608	0349033	020-5405-434.60-23	491.68
8/01/2017		5282		THE MET	000811	2126	020-5125-436.50-10	9,558.29
8/01/2017		5726		SHAWN EDWARDS	000818	07/27/17	020-5305-438.30-11	18.00
8/01/2017		5936		CONTINENTAL BATTERY CO	PI 1270	15320801171259	020-0000-141.00-00	129.84
8/01/2017		5941		LOWES	PI 1469	01041	020-5100-437.60-23	15.18
					PI 1470	01057	020-5305-438.60-23	90.22
					PI 1471	02926	020-5405-434.60-23	44.06
					PI 1473	12717	020-5130-437.70-15	25.14
					PI 1474	90623/90624	020-5405-434.60-23	167.58
					PI 1645	02986	020-5305-438.60-23	79.09
8/01/2017		6454		WASTE MANAGEMENT QUARRY LANDFI	000813	217916710064	020-5125-436.40-30	310.92
8/01/2017		6955		GREENHILL MATERIALS	000784	117432	020-5305-438.70-15	1,094.49
					000785	117318	020-5305-438.70-15	125.19
8/01/2017		8539		ALL MAINTENANCE SUPPLY INC	PI 1269	0005943101	020-0000-141.00-00	80.80
8/01/2017		8736		BUDGET WASH INC	PI 1268	3	020-0000-141.00-00	450.00
8/01/2017		8743		VEODIS BRADEN	000966	08/01/17	020-5400-434.30-11	23.00
8/01/2017		9151		CLEAN THE UNIFORM CO OKLAHOMA	000823	50835886	020-5400-434.40-31	152.80
					000824	50835886	020-5406-434.40-31	48.53
					000825	50835887	020-5415-435.40-31	52.66
					000827	50836941	020-5100-437.40-33	4.00
					000828	50836942	020-5400-434.40-31	152.80
					000829	50836942	020-5406-434.40-31	48.53
					000830	50836943	020-5415-435.40-31	52.66
					000831	50836944	020-5115-437.40-31	42.40
					000833	50836940	020-5200-419.40-31	13.04
					000834	50836947	020-5120-437.40-31	110.61
					000835	50836948	020-5125-436.40-31	200.41
					000836	50836949	020-5120-437.40-33	29.00
					000838	50836946	020-5130-437.40-31	7.66
					000913	50837373	020-5305-438.40-31	134.12
					000915	50837374	020-5305-438.40-33	2.60
					000917	50837382	020-5405-434.40-28	8.10
					000918	50837380	020-5405-434.40-31	83.69
					001136	50838025	020-5130-437.40-31	7.66
					001137	50838026	020-5120-437.40-31	110.61
					001138	50838028	020-5100-437.40-33	18.00
					001139	50838028	020-5120-437.40-33	25.00
					001144	50838456	020-5305-438.40-31	124.29

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
8/01/2017	9436		AMERICAN WASTE CONTROL	001146	50838457	020-5305-438.40-33	2.60
				PI 1536	0004837831B	020-5125-436.60-23	289.58
				PI 1710	0004837831A	020-5410-435.60-24	2,420.00
8/01/2017	10214		TULSA'S GREEN COUNTRY STAFFING	000812	55274	020-5125-436.50-37	7,250.69
8/01/2017	10360		JAVA DAVES EXECUTIVE COFFEE SE	000789	174328	020-5205-419.60-23	105.31
8/01/2017	10485		SUPERIOR OUTDOOR SERVICES LLC	000979	1278	020-5305-438.40-28	1,211.00
8/01/2017	10500		J & J BOWERS LAWN CARE LLC	000788	72517	020-5305-438.40-28	500.00
				000976	73117	020-5305-438.40-28	500.00
8/01/2017	10611		BENCHMARK LAWN MAINTENANCE LLC	000973	202549	020-5305-438.40-28	1,605.00
				000974	202548	020-5305-438.40-28	40.00
8/01/2017	10958		DAVID REINKE	000817	07/24/17	020-5305-438.30-11	25.63
8/01/2017	11008		DON WALKER	001026	AUG 2017	020-1700-419.50-09	87.00
						8/01/2017 TOTAL -	31,036.92
						CUMULATIVE TOTAL -	273,910.47
8/02/2017	47		AUTOMATIC ENGINEERING INC	PI 1709	5398748	020-5415-435.60-41	3,322.00
8/02/2017	90		NAPA AUTO PARTS	PI 1485	2210876287	020-5125-436.60-20	50.35
				PI 1622	2210876298	020-0000-141.00-00	64.73
				PI 1623	2210876298	020-0000-141.00-00	74.46
				PI 1722	2210876342	020-5120-437.60-23	26.00
8/02/2017	225		SUMMIT TRUCK GROUP	PI 1761	CM411142828	020-5125-436.60-20	105.00
				PI 1762	411142828	020-5125-436.60-20	563.29
8/02/2017	399		LOCKE SUPPLY COMPANY	PI 1602	3209107400	020-5130-437.70-15	16.27
8/02/2017	890		B & M OIL COMPANT - TULSA	PI 1489	0462610	020-0000-141.00-00	399.75
8/02/2017	1249		MYERS TIRE SUPPLY INC	PI 1673	73009355	020-0000-141.00-00	124.24
8/02/2017	1307		CITY OF TULSA UTILITIES	000843	108291766	020-5405-434.40-93	54,758.86
				000844	106727183	020-5405-434.40-93	117,831.78
				000845	106611106	020-5405-434.40-93	114.97
8/02/2017	1581		MID CONTINENT CONCRETE CO	PI 1751	1573288	020-5305-438.60-27	172.00
8/02/2017	4730		DELL MARKETING L. P.	PI 1612	10182172229	020-5130-437.60-24	1,127.40
8/02/2017	5371		PREMIER TRUCK GROUP	PI 1378	125205131	020-5125-436.60-20	254.42
				PI 1672	125205082	020-0000-141.00-00	338.52
8/02/2017	5936		CONTINENTAL BATTERY CO	PI 1271	15320802170934	020-0000-141.00-00	150.50
8/02/2017	5941		LOWES	PI 1646	02166	020-5130-437.70-15	44.87
				PI 1647	02258	020-5305-438.60-23	37.96
				PI 1648	02278	020-5130-437.70-15	20.86
8/02/2017	6671		TULSA CLEANING SYSTEMS	PI 1412	61922	020-5120-437.60-23	340.00
8/02/2017	8679		HD SUPPLY WATERWORKS, LTD	PI 1583	H583690	020-0000-141.00-00	318.96
8/02/2017	9700		ADVANCED INDUSTRIAL SOLUTIONS	PI 1488	231642BO	020-0000-141.00-00	117.00
8/02/2017	9892		GOODYEAR COMMERCIAL TIRE	PI 1299	2541008912	020-0000-141.00-00	4,171.10
8/02/2017	10233		PETROLEUM TRADERS CORP	PI 1621	1157355	020-0000-141.00-00	13,567.13
						8/02/2017 TOTAL -	197,264.50
						CUMULATIVE TOTAL -	471,174.97
8/03/2017	90		NAPA AUTO PARTS	PI 1625	2210876465	020-0000-141.00-00	11.29
				PI 1626	2210876465	020-0000-141.00-00	55.00
				PI 1723	2210876380	020-5125-436.60-20	43.99
				PI 1725	2210876399	020-5120-437.60-23	31.98
				PI 1728	2210876415	020-5305-438.60-20	33.67
				PI 1732	2210876430	020-5120-437.60-23	7.74
				PI 1733	2210876457	020-5130-437.60-23	11.98

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
	8/03/2017	225	SUMMIT TRUCK GROUP	PI 1674	411142973	020-0000-141.00-00	87.65
				PI 1760	411142917	020-5125-436.60-20	143.79
	8/03/2017	377	KIMS INTERNATIONAL	PI 1605	0099474	020-5305-438.70-15	136.55
	8/03/2017	399	LOCKE SUPPLY COMPANY	PI 1604	3211083500	020-5100-437.60-18	8.19
	8/03/2017	452	GELCO UNIFORMS & SHOES INC	PI 1749	00204971	020-5415-435.60-10	119.00
	8/03/2017	563	CED CONSOLIDATED ELECTRICAL	PI 1543	8810618036	020-5405-434.60-45	2,375.80
	8/03/2017	1059	SOUTHERN TIRE MART	PI 1627	45354454	020-0000-141.00-00	518.52
	8/03/2017	1409	SMITH FARM & GARDEN CO	PI 1620	780349	020-0000-141.00-00	70.11
				PI 1658	780351	020-5305-438.60-20	95.22
	8/03/2017	1581	MID CONTINENT CONCRETE CO	PI 1752	1573544	020-5305-438.60-27	178.00
				PI 1753	1573545	020-5305-438.60-27	1,252.50
	8/03/2017	5042	H G FLAKE SUPPLY CO	PI 1609	0349042	020-5405-434.60-23	173.64
	8/03/2017	5421	LUBER BROS INC.	PI 1584	INV00162652	020-0000-141.00-00	278.62
	8/03/2017	5936	CONTINENTAL BATTERY CO	PI 1490	15320803171357	020-0000-141.00-00	155.92
	8/03/2017	5941	LOWES	PI 1649	01419	020-5305-438.60-23	82.58
				PI 1650	01461	020-5130-437.70-15	135.23
				PI 1651	01533	020-5410-435.60-23	41.08
				PI 1652	01540	020-5305-438.60-24	20.89
				PI 1653	02420	020-5405-434.60-45	171.93
				PI 1654	02463	020-5130-437.70-15	22.79
	8/03/2017	10192	RYAN HERCO PRODUCTS CORP	PI 1782	8728312	020-5405-434.60-45	1,398.15
	8/03/2017	10233	PETROLEUM TRADERS CORP	PI 1624	1157860	020-0000-141.00-00	13,265.55
				PI 1766	1157702	020-5405-434.60-21	4,405.54
						8/03/2017 TOTAL -	25,332.90
						CUMULATIVE TOTAL -	496,507.87
	8/04/2017	37	ANCHOR STONE CO	PI 1721	171643009	020-5305-438.70-15	380.85
	8/04/2017	90	NAPA AUTO PARTS	PI 1628	2210876579	020-0000-141.00-00	39.43
				PI 1629	2210876579	020-0000-141.00-00	7.94
				PI 1734	2210876526	020-5125-436.60-20	6.99
	8/04/2017	399	LOCKE SUPPLY COMPANY	PI 1743	3211926100	020-5100-437.60-18	26.45
	8/04/2017	1409	SMITH FARM & GARDEN CO	PI 1675	780636	020-0000-141.00-00	76.16
	8/04/2017	2664	CONSOLIDATED TRAFFIC CONTROLS	PI 1773	41124	020-0000-141.00-00	7,035.00
	8/04/2017	3444	ADMIRAL EXPRESS LLC	000886	171645S	020-5100-437.60-03	85.92
				000892	171554S	020-5200-419.60-03	61.00
				000893	171609S	020-5205-419.60-03	46.99
				000899	171507S	020-0503-415.60-03	249.63
				000902	C18895950	020-5405-434.60-03	214.84
				000903	C18900520	020-5405-434.60-03	107.42
				000904	171558S	020-5405-434.60-24	464.52
				000905	171558S	020-5405-434.60-03	451.56
				000906	171743S	020-5410-435.60-03	32.81
				000907	171599S	020-5305-438.60-03	35.20
				000908	171499S	020-5400-434.60-03	36.14
				000909	171747S	020-5130-437.60-03	35.02
	8/04/2017	5941	LOWES	PI 1655	02719	020-5410-435.60-23	11.83
				PI 1714	02723/	020-5305-438.60-23	46.50
				PI 1716	11837	020-5415-435.60-41	41.01
	8/04/2017	9892	GOODYEAR COMMERCIAL TIRE	PI 1585	2541008946	020-0000-141.00-00	1,668.44
	8/04/2017	10988	MACAULAY CONTROLS CO	PI 1757	17012	020-5405-434.60-24	4,961.04
						8/04/2017 TOTAL -	15,478.17
						CUMULATIVE TOTAL -	511,986.04

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
8/07/2017	90		NAPA AUTO PARTS	PI 1677	2210876760	020-0000-141.00-00	22.37
				PI 1678	2210876760	020-0000-141.00-00	64.60
				PI 1739	2210876793	020-5415-435.60-20	44.85
				PI 1740	2210876796	020-5405-434.60-20	50.32
8/07/2017	120		CINTAS CORPORATION	PI 1748	5008556612	020-5100-437.60-23	164.98
8/07/2017	225		SUMMIT TRUCK GROUP	PI 1676	411143122	020-0000-141.00-00	95.88
				PI 1785	411143178	020-5415-435.60-20	118.52
8/07/2017	251		SHERWIN WILLIAMS CO	PI 1745	87835	020-5130-437.70-15	190.00
8/07/2017	563		CED CONSOLIDATED ELECTRICAL	PI 1781	8810617866	020-5405-434.60-45	610.56
8/07/2017	5371		PREMIER TRUCK GROUP	PI 1778	1258792	020-5400-434.70-02	122,586.00
8/07/2017	5941		LOWES	PI 1719	01467	020-5410-435.60-45	31.09
				PI 1720	12026	020-5405-434.60-45	94.98
8/07/2017	8601		CENTRAL STATES CRANE & HOIST	PI 1783	171701240	020-5405-434.40-29	2,135.00
						8/07/2017 TOTAL -	126,209.15
						CUMULATIVE TOTAL -	638,195.19
8/08/2017	40		AVB	001049	JULY 2017	020-0503-415.50-28	391.22
8/08/2017	241		GRAND RIVER DAM AUTHORITY	000994	31044085	020-5405-434.50-94	310.71
8/08/2017	307		OTA PIKEPASS CENTER	001085	2017079287	020-5120-437.50-03	11.25
				001086	2017079287	020-5125-436.50-03	66.16
				001087	2017079287	020-5200-419.50-03	21.30
				001088	2017079287	020-5210-419.50-03	13.35
				001089	2017079287	020-5305-438.50-03	7.55
				001092	2017079287	020-5400-434.50-03	2.10
				001093	2017079287	020-5406-434.50-03	1.60
				001094	2017079287	020-5410-435.50-03	352.11
8/08/2017	3964		THE ARROW GROUP	001014	60454	020-1700-419.50-76	116,423.00
8/08/2017	5282		THE MET	001105	2126/1	020-5125-436.50-10	9,558.29
8/08/2017	8018		THE UPS STORE #3764	001015	000013228	020-5130-437.50-39	125.31
				001016	000013234	020-5130-437.50-39	10.41
				001017	000013276	020-5130-437.50-39	47.50
				001018	000013279	020-5130-437.50-39	16.04
				001019	000013302	020-5130-437.50-39	47.27
				001020	000013323	020-5130-437.50-39	21.79
				001021	000013336	020-5130-437.50-39	17.85
				001022	000013338	020-5130-437.50-39	39.19
8/08/2017	8165		ONLINE INFORMATION SERVICES	001006	799945	020-0503-415.50-28	668.71
8/08/2017	8260		DATAPROSE INC	000990	DP1702129	020-0503-415.50-28	8,558.62
				000991	DP1702129	020-0503-415.50-39	20,280.32
8/08/2017	10081		MECHANICAL AIR SYSTEMS INC	001002	3246	020-5405-434.40-07	67.50
8/08/2017	10122		RUSH TRUCK CENTERS OF OKLAHOMA	PI 1787	3007368482	020-5410-435.60-20	64.90
8/08/2017	10214		TULSA'S GREEN COUNTRY STAFFING	001025	55439	020-5125-436.50-37	7,328.10
8/08/2017	10360		JAVA DAVES EXECUTIVE COFFEE SE	001067	221444	020-5205-419.60-23	33.57
8/08/2017	10407		ALLIANCE MAINTENANCE INC	001047	95273	020-1700-419.40-07	1,415.00
8/08/2017	10611		BENCHMARK LAWN MAINTENANCE LLC	001050	202570	020-5305-438.40-28	40.00
				001051	202571	020-5305-438.40-28	1,605.00
						8/08/2017 TOTAL -	167,545.72
						CUMULATIVE TOTAL -	805,740.91
8/09/2017	574		SUPERION, LLC	001170	141026	020-0503-415.40-55	3,366.99
				001178	141026	020-0503-415.40-55	2,420.80

FUND	020 BAMA	DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT	AMOUNT
		DUE	NO	NAME	NO	NO	NO	
					001179	141026	020-0503-415.40-55	2,293.82
					001181	141026	020-0503-415.40-55	10,731.75
					001184	141026	020-5120-437.40-55	5,812.34
					001187	141026	020-5130-437.40-55	5,230.71
					001190	141026	020-5100-437.40-55	5,714.04
					001198	141026	020-0503-415.40-55	1,380.38
					001211	141026	020-0503-415.40-55	2,289.72
					001216	141026	020-5120-437.40-55	802.83
					001220	141026	020-0503-415.40-55	1,146.90
					001221	141026	020-0503-415.40-55	487.43
							8/09/2017 TOTAL -	41,677.71
							CUMULATIVE TOTAL -	847,418.62
8/10/2017			10759	ROBIN TAI	001276	SUMMER 2017	020-0503-415.30-11	900.08
8/10/2017			11011	AMERICAN ASCE	001277	20173	020-5205-419.30-11	50.00
							8/10/2017 TOTAL -	950.08
							CUMULATIVE TOTAL -	848,368.70
8/11/2017			888	PREFERRED BUSINESS SYSTEMS	001289	075359	020-5405-434.40-33	191.85
					001290	075348	020-5406-434.40-33	134.00
							8/11/2017 TOTAL -	325.85
							CUMULATIVE TOTAL -	848,694.55
8/15/2017			113	WAGONER COUNTY RURAL WATER #4	001013	367100	020-5415-435.50-23	13.30
8/15/2017			309	OKLAHOMA NATURAL GAS CO	000758	253868218	020-5415-435.50-24	41.95
					000768	111356527	020-5305-438.50-24	49.75
					002830	114920245	020-5415-435.50-24	22.86
					002902	183825191	020-5415-435.50-24	41.13
					002903	253746364	020-5415-435.50-24	41.73
					002904	253746509	020-5415-435.50-24	42.31
					005429	253746364	020-5415-435.50-24	.64
					005430	253746509	020-5415-435.50-24	.64
					005600	254063282	020-5415-435.50-24	.78
					007879	219682564	020-5100-437.50-24	110.69
					007882	178921936	020-1700-419.50-24	60.06
					007884	178922373	020-1700-419.50-24	49.46
					008116	111532618	020-5415-435.50-24	26.34
					008724	254063282	020-5415-435.50-24	59.94
					008768	253746873	020-5415-435.50-24	41.73
					009768	253746873	020-5415-435.50-24	.65
8/15/2017			442	AMERICAN ELECTRIC POWER	000156	9511708090	020-5100-437.50-25	35.07
					000157	9514846980	020-5120-437.50-25	34.21
					000158	9515293420	020-5100-437.50-25	1,489.82
					000159	9527441030	020-5120-437.50-25	1,150.96
					000160	9589441030	020-5100-437.50-25	1,158.76
					000165	9526531031	020-5410-435.50-25	4,265.84
					000166	9574890770	020-5410-435.50-25	17,104.37
					000167	9594523000	020-5410-435.50-25	92.34
					000326	9572394130	020-5415-435.50-25	80.48
					000749	9509512540	020-5400-434.50-25	42.29
					000750	9520400250	020-5400-434.50-25	45.03

PREPARED 8/11/17, 9:30:50
 PROGRAM GM314L
 CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

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FUND	020 BAMA						
DATE		VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT	
DUE		NO	NAME	NO	NO	NO	AMOUNT
				000751	9529037750	020-5400-434.50-25	480.82
				000752	9535827230	020-5400-434.50-25	1,076.55
				000753	9525157130	020-5400-434.50-25	86.81
				000754	9572008130	020-5400-434.50-25	151.55
				000755	957897130	020-5400-434.50-25	45.86
				000756	9579957130	020-5400-434.50-25	44.93
				000931	9515241030	020-5415-435.50-25	1,225.55
				000971	95454037946	020-5410-435.50-25	30.00
				000975	9553112580	020-5415-435.50-25	5,842.82
				001202	9552921030	020-5415-435.50-25	41.93
				001900	9591574610	020-5415-435.50-25	49.30
				005276	9504700320	020-5415-435.50-25	40.28
				005277	9520493673	020-5415-435.50-25	86.45
				005278	9528706400	020-5415-435.50-25	40.09
				005280	9544731030	020-5415-435.50-25	90.43
				005282	9563338071	020-5415-435.50-25	124.46
				005283	9565957711	020-5415-435.50-25	45.99
				005284	9566631030	020-5415-435.50-25	44.05
				005285	9567901211	020-5415-435.50-25	1,423.84
				005286	9571918810	020-5415-435.50-25	289.54
				005290	9595686240	020-5415-435.50-25	2,523.97
				005291	9597631030	020-5415-435.50-25	72.49
				005292	9509921030	020-5415-435.50-25	186.05
				005294	9523741030	020-5415-435.50-25	178.32
				005295	9528041030	020-5415-435.50-25	46.43
				005296	9540041030	020-5415-435.50-25	74.43
				005303	9581731030	020-5415-435.50-25	123.03
				005304	9588531030	020-5415-435.50-25	79.23
				005305	9591431030	020-5415-435.50-25	66.53
				005306	9593621030	020-5415-435.50-25	38.21
				005434	9521969410	020-5305-438.50-25	112.75
				005435	9562295260	020-5305-438.50-25	78.88
				005436	9568940540	020-5305-438.50-25	34.21
				005935	9540921930	020-5415-435.50-25	35.92
				005936	9563531030	020-5415-435.50-25	44.00
				006140	9506407251	020-5415-435.50-25	79.17
8/15/2017	888	PREFERRED BUSI NESS SYSTEMS		008726	9524580750	020-5415-435.50-25	218.95
				000863	194037	020-5410-435.40-55	55.19
				000864	194037	020-5130-437.40-55	26.33
				000865	194037	020-5100-437.40-55	14.17
				000866	194037	020-5120-437.40-55	6.53
				000867	194037	020-5205-419.40-55	547.00
				000871	194037	020-0503-415.40-55	42.88
				000872	194037	020-5400-434.40-55	20.93
				000877	194037	020-5405-434.40-55	19.64
				000878	194037	020-5406-434.40-55	19.10
8/15/2017	6347	COX COMMUNI CATI ONS		002712	066381301	020-5100-437.50-22	570.04
				002713	066260701	020-5410-435.50-23	189.94
				008958	066320601	020-1700-419.50-22	555.26
8/15/2017	7724	W NDSTREAM		007885	0351000542	020-5205-419.50-22	2.30
				008976	2598272	020-5100-437.50-22	277.71

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PROGRAM GM314L
CITY OF BROKEN ARROW

ACCOUNTS PAYABLE BY FUND/ DUE DATE

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FUND	020 BAMA						
DATE	VENDOR	VENDOR	VOUCHER	I NVOI CE	ACCOUNT		AMOUNT
DUE	NO	NAME	NO	NO	NO		
			008978	0351000560	020-5405-434.50-22		275.68
			008979	2513145	020-5405-434.50-22		37.22
			008980	4554762	020-5410-435.50-22		186.94
			008981	2501858	020-5410-435.50-22		42.31
			008982	3558751	020-5415-435.50-22		37.22
			008983	3554226	020-5415-435.50-22		37.22
			008984	3572456	020-5415-435.50-22		37.22
			008985	3572503	020-5415-435.50-22		37.22
8/15/2017	10381	CROSSLAND CONSTRU CI ON COMPANY,	009766	SEPT 2017	020-0000-234.04-00		49,294.03
			009767	SEPT 2017	020-1700-419.80-02		4,493.88
					8/15/2017 TOTAL -		98,182.91
					FUND 020 TOTAL -		946,877.46



City of Broken Arrow

Fact Sheet

File #: 17-2517, Version: 1

**Broken Arrow Municipal Authority
Meeting of 8-15-2017**

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

Consideration, discussion, and possible approval of a Memorandum of Understanding between the Broken Arrow Municipal Authority (BAMA) and the Tulsa Authority for the Recovery of Energy (TARE) for the use of the Tulsa Green Waste Mulch site by Broken Arrow refuse customers and residents

On June 2, 2017, Broken Arrow Staff met with City of Tulsa representatives to discuss the possibility of formally partnering with them to allow Broken Arrow refuse customers access to Tulsa's green waste facility.

During the meeting it was determined that a Memorandum of Understanding (MOU) was an appropriate vehicle in which to authorize a mutual working relationship between Tulsa and Broken Arrow for use of the site.

As the Green Waste Mulch Site is operated under the Tulsa Authority for the Recovery of Energy (TARE), the attached MOU from TARE describes the working relationship proposed between TARE and Broken Arrow Municipal Authority (BAMA) for use of the Tulsa Green Waste site by Broken Arrow residents. Generally the MOU provides for the following:

- Broken Arrow residents can drop off green waste in the same manner as Tulsa residents
- TARE will identify Broken Arrow residents in the same manner as Tulsa residents
- TARE will maintain records of use and provide monthly billing at a rate of \$0.55 per cubic yard

Over the past year, Broken Arrow residents delivered approximately 950 cubic yards of green waste to the site. Broken Arrow residents are individually charged for their use of the facility. Under this MOU, Broken Arrow residents would use the site free of charge, just as Tulsa residents. BAMA would, in-turn, pay the bill to TARE for Broken Arrow resident use. It is contemplated that use of the site by Broken Arrow residents will increase under this MOU, as it would be an added benefit to their refuse service. If use doubled from 950 cubic yards to 1,900 cubic yards, the cost to BAMA would be \$1,045. Although not budgeted for, the cost is negligible and can be absorbed in the Sanitation Division budget. Additionally, this MOU will provide an additional benefit to our refuse customers by providing self-disposal of green waste and avoiding potential bulky pick up charges. This also diverts green waste from the waste stream while avoiding associated tipping fees.

Free access to the site will not be extended to commercial customers. Those businesses will be required to pay

the fee charged by TARE.

The staff will actively monitor activity to effectively track the cost for this operation and consider adjustments through the annual budgeting process.

TARE approved and signed the MOU on July 25, 2017. Staff recommends approval of and execution of the Memorandum of Understanding with TARE.

Cost: **\$0.55 per cubic yard**

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

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

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

Attachments: **Memorandum of Understanding between TARE and BAMA for the**
use of the Tulsa Green Waste Mulch site

Recommendation:

Approval of and execution of the Memorandum of Understanding with TARE



Tulsa Authority for the Recovery of Energy

MEMORANDUM OF UNDERSTANDING

July 25, 2017

Broken Arrow Municipal Authority
220 South 1st Street
Broken Arrow, OK 74012

Re: Memorandum of Understanding – Green Waste
Mulch Site

Broken Arrow Municipal Authority ("**Regional Partner**");

This Memorandum of Understanding is intended by the parties to serve as a foundation for a cooperative and mutually beneficial working relationship between the parties regarding the use of the City of Tulsa Mulch Site by the Regional Partner's residents. The Tulsa Authority for the Recovery of Energy ("**TARE**") maintains a permanent location for commercial and residential drop-off of green waste at 2100 North 145th East Avenue ("**Mulch Site**"). Residential drop-off at the Mulch Site is free to Tulsa residents and open to residents who live outside the City of Tulsa. Regional Partner desires to pay for the residential drop-off by its residents. This Memorandum of Understanding is referred to as the "**MOU**."

I. **Services Provided by TARE.**

A. **Drop-Off Service:** TARE shall accept green waste drop-off at the Mulch Site from Regional Partner's residents in the same manner as it accepts green waste from City of Tulsa residents.

B. **Proof of Residency:** TARE will identify the residency of Regional Partner's residents based on the same proof of residency it uses to identify City of Tulsa residents. As of the date of this MOU, residency is identified by a driver's license or utility bill.

C. **Accounting:** TARE will maintain an accounting of the billed amount for residential green waste drop-off by Regional Partner's residents. The billed amount will be based on the same fee charged to residents outside the City of

Tulsa for drop-off service. As of the date of this MOU, the fee is \$0.55 per cubic yard.

D. **Monthly Billing:** TARE will invoice Regional Partner (through the City of Tulsa's utility billing system) for the residential green waste drop-off by Regional Partner's residents on a monthly basis. Billing will be sent to:

General Services
Attn: General Services Director
485 North Poplar Avenue
Broken Arrow, OK 74012

II. **Payment Obligations of Regional Partner**

A. **Timely Payment:** Regional Partner agrees to provide payment in full within 30 days of the date the City of Tulsa utility bill is mailed to Regional Partner. If payment is not received within 30 days, a one and a half percent (1.5%) late fee will be assessed to Regional Partner.

B. **Disputed Payments:** If Regional Partner disputes any portion of the monthly charges, Regional Partner agrees to pay the same in full within 30 days of the date the City of Tulsa utility bill is mailed and provide a written notice of the dispute. The parties commit to work cooperatively to resolve any dispute.

III. **Miscellaneous Terms and Provisions of this MOU.**

The term of this MOU shall commence on the Effective Date (defined below) and shall continue thereafter until properly terminated. Either party may terminate this MOU upon thirty days' advance written notice provided to the other party; however, the terminating party agrees to work cooperatively with the non-terminating party to facilitate the conclusion of services.

Neither party nor its officers and employees acting pursuant to this MOU or on behalf of the other party shall be considered employees or agents of the other party.

This MOU contains the entire understanding of the parties hereto with respect to the matters described herein. There are no other agreements (express or implied), representations, or other matters, written or oral, purportedly agreed to or represented to or on behalf of either TARE or the Regional Partner. Nothing herein shall confer any rights or remedies upon any person other than the parties hereto.

This MOU, which shall be governed by the laws of the State of Oklahoma and the ordinances of the City of Tulsa, shall inure to the benefit of and shall bind the parties and their respective successors and assigns.

The parties have signed this MOU as of the date hereof, intending to be bound hereby as of _____, 2017 ("**Effective Date**").

Tulsa Authority for the Recovery of
Energy

By: _____

Pat Connelly, Chair

Attest: _____

TARE Secretary

Approved: _____

TARE Counsel

Broken Arrow Municipal Authority

By: _____

Craig Thurmond, Mayor

Attest: _____

City Clerk

Approved: _____

Assistant City Attorney