



**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*

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**Tuesday, January 15, 2019**

**Council Chambers**  
**220 South 1st Street**  
**Broken Arrow, OK**

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

**1. Call to Order**

**2. Roll Call**

**3. Consideration of Consent Agenda**

- A.     [19-26](#)           Approval of Broken Arrow Municipal Authority Meeting Minutes of January 2, 2019

**Attachments:**   [01-02-2019 BAMA Minutes](#)

- B.     [19-127](#)           Acknowledgement of receipt of Oklahoma Department of Environmental Quality (ODEQ) Permit No. SL000072180795 for construction of County Line Trunk Sewer (Project No. S.1609)

**Attachments:**   [Permit to Construct County Line Trunk Sewer](#)

- C.     [19-133](#)           Ratification of Professional Service Agreement and Amendment with COX | McLAIN Environmental Consulting, Inc. for environmental services for the County Line Trunk Sewer Project (S.1609)

**Attachments:**   [Professional Service Agreement - Cox McClain](#)  
[Amendment for Professional Environmental Support Services - executed](#)

- D.     [19-126](#)           Ratification of Professional Service Agreement and Amendment with Eagle Environmental Consulting, Inc. for environmental services for the County Line Trunk Sewer Project (S.1609)

**Attachments:**   [Professional Service Contract](#)  
[Amendment for Professional Environmental Support Services - executed](#)

- E.     [19-132](#)           Ratification of Professional Service Agreement with Terracon Consultants, Inc. for environmental services for the County Line Trunk Sewer Project (S.1609)

**Attachments:**   [Professional Service Agreement - Terracon](#)

- F.     [18-1412](#)           Approval of the Broken Arrow Municipal Authority Claims List for January 15, 2019

**Attachments:**   [01-15-19 BAMA CL.pdf](#)

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

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

- A.     [19-142](#)           Presentation by the General Services Director about updates in regards to the Recycling Pilot Projects

#### **6. General Authority Business**

- A.     [19-137](#)           Consideration, discussion, and possible approval of Resolution No. 1179, a Resolution authorizing a loan from the Oklahoma Water Resources Board in principal amount not to exceed \$4,255,000; authorizing the issuance of a Series 2019A Clean Water SRF promissory note in the principal amount of said loan; approving and authorizing the execution of a loan agreement for Clean Water SRF loan and a security agreement pertaining to said promissory note; ratifying and confirming a lease agreement and operation and maintenance contract and a security agreement with the City of Broken Arrow; approving and authorizing payment of fees and expenses; approving various covenants and authorizing execution of other documents pertaining to said loans and containing other provisions relating thereto

**Attachments:**   [Resolution 1179](#)

#### **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.

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City Clerk



# City of Broken Arrow

## Request for Action

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**File #: 19-26, Version: 1**

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**Broken Arrow Municipal Authority  
Meeting of: 1-15-2019**

**Title:**

Approval of Broken Arrow Municipal Authority Meeting Minutes of January 2, 2019

**Background:**

Minutes recorded for the Broken Arrow Municipal Authority Meeting.

**Cost:** 66.88

**Funding Source:** City Clerk Operational Fund

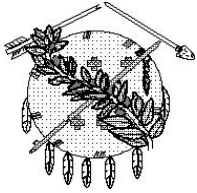
**Requested By:** Russell Gale, Assistant City Manager of Administration

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

**Attachments:** 1 2 19 BAMA Meeting minutes

**Recommendation:**

Approve the minutes of January 2, 2019 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*

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**Wednesday, January 2, 2019**

**Council Chambers**

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**1. Call to Order**

Chairman Craig Thurmond called the meeting to order at approximately 8:00 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 be removed from the Consent Agenda. There were none.

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

**Move to approve the Consent Agenda**

The motion carried by the following vote:

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

- A. 19-25 Approval of Broken Arrow Municipal Authority Meeting Minutes of December 18, 2018**
- B. 19-91 Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of November 2018**
- C. 19-92 Acknowledgement of submittal of the Broken Arrow Municipal Authority's Wastewater Discharge Monitoring Report for the month of November 2018**
- D. 19-82 Award the lowest responsible bid for the Base Bid to Cherokee Pride Construction, Inc. and approve and authorize execution of a construction contract for the Tiger Hill Water Storage Tank Restoration (Project No. 185432)**
- E. 19-90 Award the most advantageous bid to P & K Equipment for the purchase of one (1) compact rubber tracked loader for the Water Plant**
- F. 18-1408 Approval of the Broken Arrow Municipal Authority Claims List for January 02, 2019**

**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. 19-113 Consideration, discussion and possible direction to Staff to enter into negotiations for the potential acquisition of Green Country Sewer District located at 20108 East 33rd Place South, Broken Arrow, Oklahoma 74014**

Assistant City Manager of Operations, Kenny Schwab, reported staff sought Broken Arrow Municipal Authority's input and direction regarding possible acquisition of Green Country Sewer District. He stated Green Country Sewer District was located in northern Broken Arrow, was established in March 1976, and was a privately owned and operated sewer district; Jack Spradling was the majority owner. He reported on December 10, 2018, Mr. Spradling met with Chuck Vokes regarding the Authority's possible interest in acquiring Green Country Sewer District. He explained Mr. Spradling designed and ran the Sewer District, but was ready to retire. He reported the sewer district serviced approximately 3,000 customers, covered 1.5 square miles to 1.75 square miles, and included 10 to 12 subdivisions; it collected and treated sewage, discharged into Spunky Creek. He reported approximately 9 of the subdivisions which Green Country Sewer serviced, were located within Broken Arrow City Limits. He stated DEQ (Department of Environmental Quality) granted Green Country Sewer District an extension to accept another 500 customers (3,500 customers were equal to approximately 10,000 individuals). He reported historically Green Country Sewer District had overflows and bypasses in the system; however, DEQ worked with Green Country, entered into a consent order (5 years ago) to improve the system and since that time five Green Country lift stations were rebuilt; the sixth lift station for Whiskey Ridge would be brand new. He reported the manholes were updated. He reported an Engineering Report was acquired five years ago. He reported Green Country had improved its plant to full-mechanical and processed up to 1.5 million gallons per day.

Mr. Schwab indicated his greatest concern was what type of stream the Green Country Sewer District discharged into. He reviewed the different types of stream classifications, class B or class A being the acceptable stream class, with class C or class D being problematic. He explained there were many unknowns at this time. He stated he wished to know what the Broken Arrow Municipal Authority's input, thoughts, and directions were.

Vice Chair Scott Eudey asked if Broken Arrow acquired Green Country Sewer District what would happen with the subdivisions which were located outside city limits. Mr. Schwab responded the city could require the customers and subdivision to come into City Limits, but he did not feel this was necessary. He stated he believed Renaissance Park, East Borough and Eagle Ridge were the three subdivisions outside City Limits. He stated Green Country Sewer District had about \$1.2 million dollars in revenue annually with 3,000 customers at \$40 dollars per month; with the additional 500 customers revenue went up to approximately \$1.4 million dollars. He explained Green Country Sewer District charged a \$40 per month flat fee.

Trustee Johnnie Parks asked if the treated water (emptied into Spunky Creek) eventually emptied into the Verdigris water shed. Mr. Schwab responded in the affirmative. Trustee Parks asked how far this facility was located from a large sewer line. Mr. Schwab responded the facility was located approximately a half of a mile east of 23<sup>rd</sup> Street and a half of a mile south of Rockford (31<sup>st</sup> Street). He stated there was a main lift station on 37<sup>th</sup>, approximately 2.5 miles away which was a potential remedy for future redirection problems. He stated Broken Arrow would eventually need an additional plant to the north to come into the Verdigris and this acquisition could potentially help fill this need.

Trustee Mike Lester asked how the Green Country Sewer District sewer lines compared to Broken Arrow sewer lines. Mr. Schwab responded he was unsure. He stated an engineering report had been filed with the Department of Environmental Quality which would contain that information. Trustee Lester asked if the Green Country Sewer District facility was similar to Broken Arrow sewer facilities and would it meet Broken Arrow standards. Mr. Schwab responded he was unsure; he stated the lift stations were new concrete lift stations, but he would not know about the lines until he reviewed the Engineering Report. Trustee Lester stated Broken Arrow would be responsible for fixing any problems Green Country Sewer District had once it was acquired. He asked what advantage there was in acquiring this facility. Mr. Schwab responded if the Green Country Sewer District remained private and new owners

defaulted, it could become quite problematic to the City of Broken Arrow, as Broken Arrow surrounded this district on three sides. He indicated the State had approached Broken Arrow over a decade ago and asked Broken Arrow to become involved in this private sewer district.

Trustee Parks stated he felt the city needed to acquire the several private sewer districts and water companies which operated to the north. He stated he believed the private sewer districts could become a problem which would only worsen with time. He stated sooner or later Broken Arrow needed to begin the process of bringing the private districts into Broken Arrow. He stated if this sewer district could be purchased at a good price and the Engineering Department approved, he felt it was fitting to acquire the area and care for the citizens in the area.

Vice Chair Eudey asked if there was any discussion of sales price. Mr. Schwab responded in the negative; he explained he first wished to obtain the Authority's input. He explained if the Broken Arrow Municipal Authority (BAMA) approved he would obtain the Engineering Report, the daily monitoring report, the consent order, discuss with BAMA, and then possibly hire a consultant to investigate. He stated many private entities might be interested in acquiring this sewer district and he hoped Broken Arrow would take the lead in the investigation. Discussion ensued regarding holding public meetings with the citizens in the Green Country Sewer District, not wanting to spend tax payer dollars on a fruitless venture, obtaining a right of first refusal contract before spending funds investigating the Green Country Sewer District.

Mr. Schwab stated he did not believe the state would force Broken Arrow to take over Green Country Sewer District, but he worried what would happen if that were the case. He stated Broken Arrow acquired a private sewer district many years ago, Adams Creek Lift Station.

Vice Chair Eudey stated he agreed with Trustee Parks. He agreed the Citizens of Broken Arrow which utilized Green Country Sewer District should be able to enjoy the same quality service that the rest of Broken Arrow enjoyed, but he wanted to be certain the city did not waste money researching this facility without first acquiring assurances.

City Manager Spurgeon reported this would be the largest private sewer district he had ever acquired, the city would need to do due diligence prior to acquisition by reviewing the Engineering Report, inflow and infiltration, capital improvements to the plant, cost of system purchase, cost of operations, etc. He recommended allowing staff to explore this. He recommended extreme transparency with the public.

Mr. Schwab reported the plant was larger than the City of Coweta's plant; therefore, it should be remembered, while the plant did not compare in size and volume to Broken Arrow, it was a significant plant in size and volume. Vice Chair Eudey stated he wondered how large the plant could grow to be; it might be a useful tool in the future as Broken Arrow grew. Mr. Schwab concurred. Trustee Lester stated the city needed to be mindful of raising rates to accommodate this type of acquisition. Mr. Schwab agreed. He stated there was a lot of information staff could acquire and present to BAMA prior to considering hiring a consultant. He stated the Green Country Sewer District Operator, who had operated this district for more than 10 years, would most likely be willing to share information as well. Discussion ensued regarding subdivisions built after 1993 being built to DEQ standards, the age of the district's subdivisions, and pursuing the matter further by gathering information. Vice Chair Eudey stated he felt the matter should be investigated further by staff; it was agreed.

## **6. General Authority Business**

There was no General Authority Business.

At approximately 8:22 p.m. Chairman Thurmond stated he would entertain a motion for a brief recess to clear the room for the Executive Session.

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

**Move for a brief recess to clear the room for the Executive Session**

The motion carried by the following vote:

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

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

**Move to enter into the Executive Session**

The motion carried by the following vote:

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

**7. Executive Session**

**Executive Session for the purpose of confidential communications between the Broken Arrow Municipal Authority, the City Manager and the City Attorney, and possible action in open session on matters pertaining to the following:**

**1. The possible purchase and appraisal of real property located at the southwest corner of West Albany Street (East 61st Street) and North Olive Avenue (South 129th East Avenue), in Broken Arrow, Oklahoma, and possible action in open session, including authorization to negotiate for the potential purchase of this real property and obtain additional appraisals for this real property, under 25 O.S. §307(B)(3).**

**In the opinion of the City Attorney, the Authority is advised that disclosure will impair the ability of the Authority to process the pending appraisal and acquisition of real property in the public interest. After the conclusion of the confidential portion of executive session, the Authority will reconvene in open meeting, and the final decision, if any, will be put to a vote.**

At approximately 8:49 p.m. Chairman Thurmond reconvened the regular session of the Broken Arrow Municipal Authority Meeting.

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

**Move to find the Executive Session necessary**

The motion carried by the following vote:

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

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

**Move to authorize Staff to negotiate for the acquisition of real property located at the southwest corner of West Albany Street (East 61<sup>st</sup> Street) and North Olive Avenue (South 129<sup>th</sup> East Avenue) proceeding as discussed**

The motion carried by the following vote:

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

**8. Adjournment**

The meeting adjourned at approximately 8:50 p.m.

MOTION: A motion was made by Johnnie Parks, 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:

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Chairman

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Secretary





# City of Broken Arrow

## Request for Action

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**File #: 19-127, Version: 1**

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**Broken Arrow Municipal Authority  
Meeting of: 01-15-19**

**Title:**

**Acknowledgement of receipt of Oklahoma Department of  
Environmental Quality (ODEQ) Permit No. SL000072180795 for  
construction of County Line Trunk Sewer (Project No. S.1609)**

**Background:**

Per ODEQ's Consent Order 18-004, approvable plans and specifications must be sent to ODEQ by November 1, 2018. That requirement was met and the plans were approved. The Permit to Construct was signed on December 17, 2018 and received on January 4, 2019.

**Cost:** \$0.00

**Funding Source:** N/A

**Requested By:** Alex Mills, P.E., Engineering and Construction Director

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

**Attachments:** Permit to Construct County Line Trunk Sewer

**Recommendation:**

Acknowledgement of receipt of Oklahoma Department of Environmental Quality (ODEQ) Permit No. SL000072180795 for construction of County Line Trunk Sewer (Project No. S.1609)



SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

CITY OF BROKEN ARROW

December 17, 2018

JAN 04 2019

Mr. Kenneth Schwab, Assistant City Manager  
Broken Arrow Municipal Authority  
220 South 1st Street  
Broken Arrow, Oklahoma 74012

CITY MANAGER'S OFFICE

Re: Permit No. SL000072180795  
County Line Trunk Sewer Phase 1  
Facility No. S-20409

Dear Mr. Schwab:

Enclosed is Permit No. SL000072180795 for the construction of 5,045 linear feet of sixty (60) inch FRP sanitary sewer line, 9,400 linear feet of fifty-four (54) inch FRP sanitary sewer line, 4,105 linear feet of forty-eight (48) inch FRP sanitary sewer, and all other appurtenances to serve the County Line Trunk Sewer Phase 1, Tulsa County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on December 17, 2018. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the Broken Arrow Municipal Authority, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

Qusay Kabariti, P.E.  
Construction Permit Section  
Water Quality Division

QK/KM/RC/ag

Enclosure

c: Debbie Nichols, Regional Manager, DEQ  
TULSA DEQ OFFICE  
Chris Grisier, P.E., Professional Engineering Consultants P.A.





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

PERMIT No. SL000072180795

SEWER LINES

FACILITY No. S-20409

PERMIT TO CONSTRUCT

December 17, 2018

Pursuant to O.S. 27A 2-6-304, the Broken Arrow Municipal Authority is hereby granted this Tier I Permit to construct 5,045 linear feet of sixty (60) inch FRP sanitary sewer line, 9,400 linear feet of fifty-four (54) inch FRP sanitary sewer line, 4,105 linear feet of forty-eight (48) inch FRP sanitary sewer, and all other appurtenances to serve the County Line Trunk Sewer Phase 1, located in Sections 25 & 36, T-18-N, R-14-E, Sections 19 & 30, T-18-N, R-25-E, Sections 1 & 12, T-17-N, R-14-E, Tulsa County, Oklahoma, in accordance with the plans approved December 17, 2018.

By acceptance of this permit, the permittee agrees to operate and maintain the facilities in accordance with the "Oklahoma Pollutant Discharge Elimination System Standards - OPDES" (OAC 252:606) rules and to comply with the state certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 2) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 3) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 4) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with OAC 252:656-5-4(c)(3) of the standards for Water Pollution Control Facility Construction.
- 5) That tests will be conducted as necessary to insure that the construction of the sewer lines will prevent excessive infiltration and that the leakage will not exceed 10 gallons per inch of pipe diameter per mile per day.





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

PERMIT No. SL000072180795

SEWER LINES

FACILITY No. S-20409

PERMIT TO CONSTRUCT

- 6) That the Oklahoma Department of Environmental Quality shall be kept informed of occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 7) That the permittee will take steps to assure that the connection of house services to the sewers is done in such a manner that the functioning of the sewers will not be impaired and that earth and ground water will be excluded from the sewers when the connection is completed.
- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. 2-6-201 *et. seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That all manholes shall be constructed in accordance with the standards for Water Pollution Control Facility Construction (OAC 252:656-5-3), as adopted by the Oklahoma Department of Environmental Quality.
- 13) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Water Pollution Control Facility Construction OAC 252:656-5-4(c)(1) and OAC 252:656-5-4(c)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested using the ASTM air test procedure with no detectable leakage prior to backfilling,







SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

PERMIT No. SL000072180795

SEWER LINES

FACILITY No. S-20409

PERMIT TO CONSTRUCT

in accordance with the standards for Water Pollution Control Facility Construction OAC 252:656-5-4(c)(3).

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

A blue ink signature of Rocky Chen, P.E., written over a horizontal line.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section  
Water Quality Division

A blue ink signature of Mary Fallin, Governor of Oklahoma, written to the right of the permit section.





# City of Broken Arrow

## Request for Action

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**File #: 19-133, Version: 1**

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**Broken Arrow Municipal Authority  
Meeting of: 01-15-19**

**Title:**

**Ratification of Professional Service Agreement and Amendment with COX | McLAIN Environmental Consulting, Inc. for environmental services for the County Line Trunk Sewer Project (S.1609)**

**Background:**

This ratification is required because the Agreement and the Amendment were approved by City Council. However, these contracts are to support a BAMA project.

Based on feedback from the USACE, the State Historic Preservation Office (SHPO, and the Oklahoma Archeology Survey (OAS), the City of Broken Arrow must have a Phase II Archaeological Survey completed for The County Line Trunk Sewer Project to be permitted to construct under the Nationwide 12 Utilities Maintenance Permit by the US Army Corp of Engineers (USACE) due to its proximity to Waters of the United States. An Agreement with Cox McLain Environmental Consulting, Inc was signed on 08/30/18 for \$4,757.54 to perform a Phase 1 Cultural Survey. After its review of the report, the USACE required additional information. An Amendment was signed on 01/02/19 for \$30,417.00.

**Cost:** \$35,174.54.00

**Funding Source:** 2019 FAP Loan

**Requested By:** Alex Mills, P.E., Engineering and Construction Director

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

**Attachments:** 180830 EXECUTED Professional Service Agreement - Cox McClain

Amendment for Professional Environmental Support Services - executed

**Recommendation:**

Ratification of Professional Service Agreement and Amendment with COX | McLAIN Environmental Consulting, Inc. for environmental services for the County Line Trunk Sewer Project (S.1609)

**CONTRACT  
CITY OF BROKEN ARROW  
PROFESSIONAL ENVIRONMENTAL SUPPORT SERVICES  
PROFESSIONAL SERVICES CONTRACT NUMBER: S.1609**

**1. Architect/Engineer Firm:**

- a. Name: COX | McLAIN Environmental Consulting, Inc.
- b. Telephone No.: (918) 933-6963
- c. Address: 320 S. Boston Ave, Suite 1104 Tulsa, OK 74103

**2. Project Title and Location:** County Line Trunk Sewer Cultural Resources Services, Broken Arrow, OK

**3. Contract for:** Project Coordination and Agency Consultation; and Cultural (archeological and built environment) Resources Background Search and Known Constraints Analysis Report for the County Line Trunk Sewer in Broken Arrow, OK

**4. Contract Data:**

a. Contract Amount:

Task 1: to be invoiced as hourly plus direct expense not to exceed \$1,766.54

Take 2: to be invoiced as lump sum at \$2,991.00

**Total: Not to exceed amount of Four Thousand Seven Hundred Fifty Seven Dollars and 54/100 (\$4,757.54).**

b. Liquidated Damages: N/A.

c. The total time allowed for contract completion is 21 calendar days.

**5.** The City of Broken Arrow, represented by the City Manager, and the Professional Service Provider, identified in paragraph 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 the City Manager on:** 08-30-18

**CITY OF BROKEN ARROW**  
**PROFESSIONAL ENVIRONMENTAL SUPPORT SERVICES**  
**PROFESSIONAL SERVICES CONTRACT NUMBER: S.1609**

The City of Broken Arrow and COX | McLAIN Environmental Consulting, Inc. with its principal place of business located at 320 S. Boston Ave, Suite 1104 Tulsa, OK 74103, hereby enters into the following Contract:

The City Manager, representing the City of Broken Arrow, is contracting to acquire the professional services of the Consultant to provide Project Coordination and Agency Consultation; and Cultural (archeological and built environment) and Resources Background Search and Known Constraints Analysis Report for the County Line Trunk Sewer in Broken Arrow, OK.

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 Twenty-one (21) calendar days.

It is agreed that the Consultant shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not To Exceed Four Thousand Seven Hundred Fifty Seven and 54/100 (\$4,757.54) for the entire Scope of the Professional Services rendered. The City Engineer 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 City Engineer monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City Engineer. Payment will be made following the first eligible City Council meeting occurring after the date on the invoice.

The Consultant agrees that this professional service shall be treated as an important service to the City 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 City 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 City employees. The Consultant agrees to abide by and comply with all of the City'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:

City of Broken Arrow

Sesli Myers  
Assistant City Attorney

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

Attest: [Signature]  
City Clerk



Date 8/30/18

COX | McLAIN Environmental Consulting, Inc.

By: Larry W. Cox  
Attest: \_\_\_\_\_

Corporate Secretary (Seal)

Date: \_\_\_\_\_

### VERIFICATIONS

State of Texas )

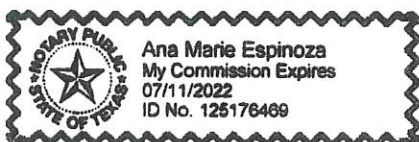
County of Williamson ) §.

Before me, a Notary Public, on this 14<sup>th</sup> day of August, 2018, personally appeared Larry W. Cox, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: Corp. Officer (Please circle or specify)) of COX | McLAIN Environmental Consulting, Inc. 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:

7/11/22

Ana Marie Espinoza  
Notary Public



**CITY OF BROKEN ARROW  
PROFESSIONAL ENVIRONMENTAL SERVICES  
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS  
PROJECT NUMBER S.1609**

**SP - 1.0 SCOPE OF THE PROJECT:**

The scope of project will include Project Coordination and Agency Consultation; and Cultural (archeological and built environment) and Resources Background Search and Known Constraints Analysis Report for the County Line Trunk Sewer in Broken Arrow, OK.

**SP- 2.0 SERVICES OF THE CITY: THE CITY 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 the City'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:**

**Task 1 - Project Coordination and Agency Consultation:** The purpose of this task is to ensure collaboration and coordination occurs between the City of Broken Arrow, Design Engineer, USACE, and other participating entities. CMEC shall meet periodically with these entities to discuss project progress, identified issues, and courses of action needed to resolve issues. These meetings will occur on an as-needed basis and shall include up to two meetings. Meetings will be held either at the CMEC Tulsa office location or at the regulatory entities office (i.e. the Tulsa District USACE). The task may also include preparing meeting materials, meeting notes, and/or project status reports.

**Task 2 – Cultural Resources Background Study:**

CMEC understands that Section 106 of the NHPA will apply to the proposed project since several federal nexuses are associated with the proposed project (OWRB, Section 404/408 of the Clean Water Act). CMEC cultural resources staff will undertake a site file review at the Oklahoma Archaeological Survey (OAS) and Oklahoma State Historic Preservation Office (SHPO) to determine what archeological sites are located within and/or cultural resources surveys have been conducted within one mile of the study area. With that information and other collected data, including review of historical maps, aerial photography, online General Land Office (GLO) records, soils and geology maps, and any other relevant materials, CMEC will prepare a file search and known constraints analysis letter report. CMEC anticipates conducting the site file review on August 13 and 14, 2018, to provide a preliminary summary of previously identified archeological sites and cultural resources surveys for the City's use in a meeting with USACE on

August 15, 2018. The file search and known constraints analysis letter report will be submitted to the City within 15 days of completion of the file search and background research. The letter report will be submitted electronically via email.

Assumptions and Exclusions:

- Project coordination meetings are assumed to be no more than two;
- For archeological and historic resources, this includes background research and file search/known constraints analysis report only;
- Exclusions: ecological/NEPA services, archeological resources field study at any level or intensive level archival research, historic resources survey, NRHP nominations, HABS/HAER documentation, archeological monitoring, testing, or data recovery, human remains evaluation/coordination/removal. All excluded services could be provided under separate scope/budget.

[END OF DOCUMENT]

**AMENDMENT NO. 1  
CITY OF BROKEN ARROW  
PROFESSIONAL ENVIRONMENTAL SUPPORT SERVICES  
PROFESSIONAL SERVICES CONTRACT NUMBER: S.1609**

**1. Architect/Engineer Firm:**

- a. Name: COX | McLAIN Environmental Consulting, Inc.
- b. Telephone No.: (918) 933-6963
- c. Address: 320 S. Boston Ave, Suite 1104 Tulsa, OK 74103

**2. Project Title and Location:** County Line Trunk Sewer Cultural Resources Services, Broken Arrow, OK

**3. Contract for:** Phase II Archeological Survey; Draft and Final Reports submitted to the USACE for the County Line Trunk Sewer in Broken Arrow, OK

**4. Contract Data:**

a. Contract Amount:

**Total: Not to exceed amount of Thirty Thousand Four Hundred and Seventeen Dollars and NO/100 (\$30,417.00).**

b. Liquidated Damages: N/A.

c. The total time allowed for contract completion is 21 calendar days.

**5.** The City of Broken Arrow, represented by the City Manager, and the Professional Service Provider, identified in paragraph 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 the City Manager on:** \_\_\_\_\_

**CITY OF BROKEN ARROW**  
**PROFESSIONAL ENVIRONMENTAL SUPPORT SERVICES**  
**PROFESSIONAL SERVICES CONTRACT NUMBER: S.1609**

The City of Broken Arrow and COX | McLAIN Environmental Consulting, Inc. with its principal place of business located at 320 S. Boston Ave, Suite 1104 Tulsa, OK 74103, hereby enters into the following Contract:

The City Manager, representing the City of Broken Arrow, is contracting to acquire the professional services of the Consultant to provide Project Coordination and Agency Consultation; and Cultural (archeological and built environment) and Resources Background Search and Known Constraints Analysis Report for the County Line Trunk Sewer in Broken Arrow, OK.

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 Twenty-one (21) calendar days.

It is agreed that the Consultant shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not To Exceed Thirty Thousand Four Hundred and Seventeen Dollars and NO/100 (\$30,417.00) for the entire Scope of the Professional Services rendered. The City Engineer 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 City Engineer monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City Engineer. Payment will be made following the first eligible City Council meeting occurring after the date on the invoice.

The Consultant agrees that this professional service shall be treated as an important service to the City 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 City 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 City employees. The Consultant agrees to abide by and comply with all of the City'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:

Jessie Myers  
Assistant City Attorney

City of Broken Arrow

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

Date 1/2/19

Attest:

[Signature]  
City Clerk



COX | McLAIN Environmental Consulting, Inc.

By: [Signature]

Attest:

[Signature]  
Corporate Secretary (Seal)

Date: 12.13.18

### VERIFICATIONS

State of Texas )

County of Travis ) §.

Before me, a Notary Public, on this 13 day of December, 2018, personally appeared Ashley McLain / Lorie Cox, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: ) of COX | McLAIN Environmental Consulting, Inc. 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:

7/11/22

Ana M. Espinoza  
Notary Public



**CITY OF BROKEN ARROW  
PROFESSIONAL ENVIRONMENTAL SERVICES  
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS  
PROJECT NUMBER S.1609**

**SP - 1.0 SCOPE OF AMENDMENT NO. 1:**

The scope of project will include a Phase II Archaeological Survey and Report for the County Line Trunk Sewer in Broken Arrow, OK.

**SP- 2.0 SERVICES OF THE CITY: THE CITY 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 the City'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:**

CMEC understands that based on feedback from the USACE, the State Historic Preservation Office (SHPO, and the Oklahoma Archeology Survey (OAS), the City of Broken Arrow plans to have a Phase II archaeological survey completed for Phase 1-segment of the project. CMEC also understands that Section 106 will apply to the proposed project since several federal nexuses are associated with the proposed project (OWRB, Section 404/408 of the Clean Water Act). Fieldwork would include archeological pedestrian survey augmented with shovel testing on a single transect along the entire 100-ft-wide corridor (at least half of which has an existing pipeline) at 50-m intervals for a maximum of 100 shovel tests. Shovel tests will be excavated in 10-centimeter levels and will be up to 100 centimeters in depth based on encountered deposits, and all matrix screened. Additional shovel tests (CMEC estimates 20 maximum) will be excavated within the known site (34TU37) and in all newly identified sites to determine site boundaries within the corridor. The use of a bucket auger is proposed to examine the area for archeological relevant deposits beyond 100 centimeters. CMEC estimates that up to 30 bucket augers will be excavated.

Fieldwork would also include a non-archeological historic resources survey to identify and document resources that are 45 years of age or older (built before 1974) within the project area, including the parcels from which the easements will be acquired. CMEC completed a background study in September of 2018.

Those results will be included in the report. A draft report of all cultural resources findings and results will be submitted for review by the USACE, and a final report will be prepared at the of

receipt of all comments on the draft and submitted.

**Assumptions and Exclusions:**

- Exclusions: ecological/NEPA services, archaeological background research and file search/known constraints analysis report or intensive-level archival research, historic resources survey, NRHP nominations, HABS/HAER documentation, archeological monitoring, human remains evaluation/coordination/removal. All excluded services could be provided under separate scope/budget.

[END OF DOCUMENT]





# City of Broken Arrow

## Request for Action

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**File #: 19-126, Version: 1**

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**Broken Arrow Municipal Authority  
Meeting of: 01-15-19**

**Title:**

**Ratification of Professional Service Agreement and Amendment  
with Eagle Environmental Consulting, Inc. for environmental  
services for the County Line Trunk Sewer Project (S.1609)**

**Background:**

This ratification is required because the Agreement and the Amendment were approved by City Council. However, these contracts are to support a BAMA project.

Based on feedback from the USACE, the City of Broken Arrow must have a Threatened and Endangered Species Biological Assessment completed for The County Line Trunk Sewer Project to be permitted to construct under the Nationwide 12 Utilities Maintenance Permit by the US Army Corp of Engineers (USACE) due to its proximity to Waters of the United States. An Agreement with Eagle Environmental Consulting, Inc. was signed on 08/30/18 for \$10,000 to perform a partial Endangered Species Survey of the American Burying Beetle and two types of bats. After its review of the report, the USACE has required additional information. An Amendment for \$10,500 was signed on 01/02/19.

**Cost:** \$20,500.00

**Funding Source:** 2019 FAP Loan

**Requested By:** Alex Mills, P.E., Engineering and Construction Director

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

**Attachments:** 180810 EXECUTED Professional Service Contract - Eagle; Amendment for Professional Environmental Support Services - executed

**Recommendation:**

Ratification of Professional Service Agreement and Amendment with Eagle Environmental Consulting, Inc. for environmental services for the County Line Trunk Sewer Project (S.1609)

**CONTRACT**  
**CITY OF BROKEN ARROW**  
**PROFESSIONAL ENVIRONMENTAL SUPPORT SERVICES**  
**PROFESSIONAL SERVICES CONTRACT NUMBER: S.1609**

**1. Architect/Engineer Firm:**

- a. Name: Eagle Environmental Consulting, Inc.
- b. Telephone No.: (918) 272-7656
- c. Address: P. O. Box 335, Vinta, OK 741301

**2. Project Title and Location:** County Line Trunk Sewer Acoustic Bat Survey and Burying Beetle Presence Surveys, Broken Arrow, OK

**3. Contract for:** Acoustic Bat Survey, American Burying Beetle Presence Survey, and agency coordination associated with approx. two miles of proposed trunk line corridor between E. 121<sup>st</sup> and W. 141<sup>st</sup> Streets South between 9<sup>th</sup> and 23<sup>rd</sup> Streets in Broken Arrow, OK

**4. Contract Data:**

- a. Contract Amount: **Not to exceed amount of Ten Thousand Dollars (\$10,000.00).**
- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 21 calendar days.

**5.** The City of Broken Arrow, represented by the City Manager, and the Professional Service Provider, identified in paragraph 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 the Assistant City Manager on:** 08-10-18

**CITY OF BROKEN ARROW**  
**PROFESSIONAL ENVIRONMENTAL SUPPORT SERVICES**  
**PROFESSIONAL SERVICES CONTRACT NUMBER: S.1609**

The City of Broken Arrow and Eagle Environmental Consulting, Inc., with its principal place of business located at P.O. Box 335, Vinta, OK 743014, hereby enters into the following Contract:

The City Manager, representing the City of Broken Arrow, is contracting to acquire the professional services of the Consultant to provide Acoustic Bat Survey, American Burying Beetle Presence Survey, and agency coordination associated with approx. two miles of proposed trunk line corridor between E. 121<sup>st</sup> and W. 141<sup>st</sup> Streets South between 9<sup>th</sup> and 23<sup>rd</sup> Streets in Broken Arrow, OK

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 Twenty-one (21) calendar days.

It is agreed that the Consultant shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not To Exceed Ten Thousand and No/100 (\$10,000.00) for the entire Scope of the Professional Services rendered. The City Engineer 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 City Engineer monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City Engineer. Payment will be made following the first eligible City Council meeting occurring after the date on the invoice.

The Consultant agrees that this professional service shall be treated as an important service to the City 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 City 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 City employees. The Consultant agrees to abide by and comply with all of the City'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:

[Signature]  
Assistant City Attorney

City of Broken Arrow

By: Kenneth D. Schwab  
Kenneth Schwab, Assistant City Manager

Attest:  
[Signature]  
City Clerk



Date 08-10-18

Eagle Environmental Consulting, Inc.

By: Steve R. Votaw

Attest:

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

Date: \_\_\_\_\_



#### VERIFICATIONS

State of Oklahoma )  
County of Tulsa ) §.

Before me, a Notary Public, on this 10th day of August 2018, personally appeared Steve Votaw, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: \_\_\_\_\_ (Please circle or specify)) of Eagle Environmental Consulting, Inc. 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:

12-8-2020

Sandy Brannon  
Notary Public

**CITY OF BROKEN ARROW  
PROFESSIONAL ENVIRONMENTAL SERVICES  
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS  
PROJECT NUMBER S.1609**

**SP - 1.0 SCOPE OF THE PROJECT:**

1.1. Acoustic Bat Survey, American Burying Beetle Presence Survey, and agency coordination associated with approx. two miles of proposed trunk line corridor between E. 121<sup>st</sup> and W. 141<sup>st</sup> Streets South between 9<sup>th</sup> and 23<sup>rd</sup> Streets in Broken Arrow, OK.

**SP- 2.0 SERVICES OF THE CITY: THE CITY 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 the City'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 See attached Consultant Proposal document in Exhibit 1.

[END OF CONTRACT SPECIAL PROVISIONS]

EXHIBIT 1  
CONSULTANT PROPOSAL





**Eagle Environmental  
Consulting, Inc.**

***Scope of Work and Proposal***  
**Acoustic Bat Survey**  
**Proposed Sanitary Trunk Line Construction Project**  
**Broken Arrow, Tulsa County, OK**

Eagle Environmental Consulting proposes to perform an Acoustic Bat Survey associated with approximately 2 miles of proposed trunk line corridor between E. 121<sup>st</sup> and E. 141<sup>st</sup> Streets South between 9<sup>th</sup> and 23<sup>rd</sup> Streets in Broken Arrow, OK. Agency coordination is also included as part of this scope of work.

**Acoustic Bat Surveys**

Acoustic Bat Surveys would be conducted in an effort to determine presence or probable absence of the federally threatened Northern Long-eared bat (*Myotis septentrionalis*) within the project area. Based on the results of the previous USFWS coordination, acoustic surveys for the listed bat species may be required. EEC will develop and submit an acoustic survey study plan for USFWS approval prior to conducting the acoustic survey. Upon USFWS approval, EEC will initiate acoustic surveys in an effort to determine if the referenced bat species would be present within or near the project area. EEC would conform to the USFWS 2018 Indiana and Northern Long-eared bat Summer Survey Guidance protocol requirements. A minimum of 4 detectors would be placed within appropriate habitats along the proposed corridor. Two (2) detector nights will be required at each detector site to establish the minimum survey effort of 8 detector nights relative to the project area (approximately 2 miles) having potential disturbance to suitable bat habitats. Call analysis would be performed through software identification and then visually verified for accuracy of all recorded *Myotis* species call files. The following effort and costs for each task is proposed:

Task I - Acoustic study plan development and USFWS coordination - \$500.00

Task II - Detector site selection field reconnaissance prior to study plan approval - \$1,500.00

Task III – Deploy detectors and initiate data collection (4 detector sites over 2 detector nights) - \$2,000.00

Task IV – Visual call file analysis and species confirmation, Prepare and submit Report of Survey - \$1,500.00

The cost to perform the identified acoustic bat presence/probable absence survey associated with the project would be \$5,500.00 with a single report prepared. In the event additional survey-nights would be required due to detector vandalism, inclement weather, malfunction, recording failure, disturbance or other factors beyond our control the project proponent would be advised immediately. Additional detector nights would cost an additional \$750/night.

**American Burying Beetle Presence/Absence Surveys**

ABB survey efforts would be performed in accordance with the survey protocol established by the USFWS for the 2018 survey season. One trap line has an effective radius of 0.5 mile. ABB presence/absence surveys require trapping for a minimum 5 consecutive nights provided ambient temperatures are above 60° F, less than 0.5 inches of nighttime rain occurs, and/or nighttime wind speeds are less than 10mph. Additional trap nights may be required if trap vandalism occurs or if weather phenomena render a survey night invalid. All ABB surveys utilize baited pit-fall traps to capture and retain ABB individuals. Traps would be deployed within the project area and oriented according to site topography and prevailing winds. The proposed survey effort would include the following:

- *Establishment of 3 ABB traps transect at the project location.*
- *Inspect individual traps prior to 10am each morning.*
- *Reset each trap prior to dusk, as necessary.*
- *Survey and Habitat Evaluation data collection, analysis, and synthesis.*
- *Data submittal to the USFWS and Report of Survey Findings Development (electronic submittal).*



**Eagle Environmental  
Consulting, Inc.**

The cost to perform the identified ABB presence/absence survey associated with the project would be \$4,500.00 with a single report prepared. In the event additional survey-nights would be required due to trap vandalism, inclement weather, or other factors beyond our control the project proponent would be advised immediately. Additional trap nights required by forces beyond our control would cost an additional \$600 per day. The additional effort would be utilized to complete the survey. The estimated schedule to complete the field effort would be approximately 1 week. The Report of Survey and map development would commence upon survey completion and be complete in approximately 1 week.

EEC would be able to commence the field surveys upon notice to proceed. Should the project change or updated information become available we would respectfully request an opportunity to revise accordingly. All correspondence would be coordinated with and directed to Ms. Stacy White, PE, City of Broken Arrow.

We appreciate the opportunity to have provided this proposal and would look forward to working with you. Please let me know if you have any questions or would like additional information. Thank you.

Sincerely,

President  
Eagle Environmental Consulting, Inc.

August 10, 2018

Approved and Accepted:

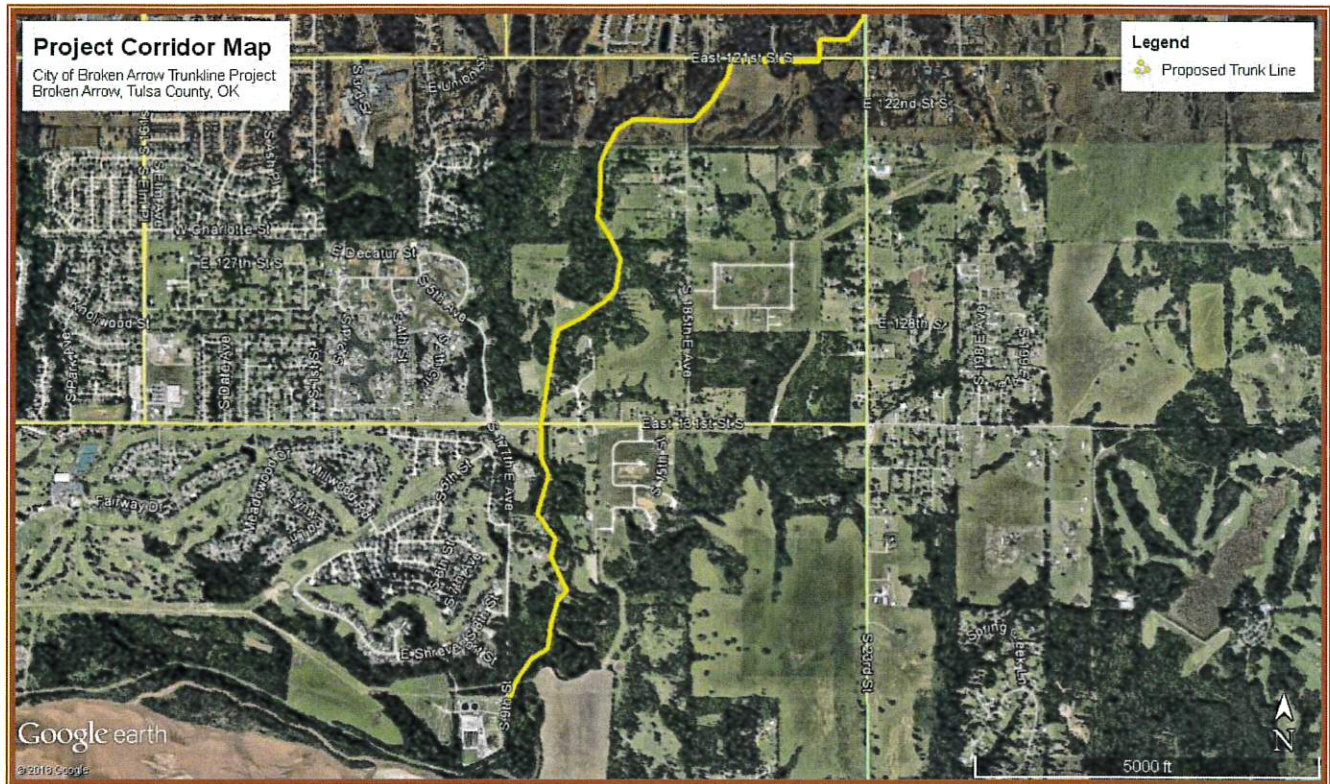
\_\_\_\_\_  
Ms. Stacy White, PE  
Environmental Manager  
Engineering Department  
City of Broken Arrow

\_\_\_\_\_  
Date





**Eagle Environmental  
Consulting, Inc.**



**AMENDMENT NO. 1  
CITY OF BROKEN ARROW  
PROFESSIONAL ENVIRONMENTAL SUPPORT SERVICES  
PROFESSIONAL SERVICES CONTRACT NUMBER: S.1609**

**1. Architect/Engineer Firm:**

- a. Name: COX | McLAIN Environmental Consulting, Inc.
- b. Telephone No.: (918) 933-6963
- c. Address: 320 S. Boston Ave, Suite 1104 Tulsa, OK 74103

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**3. Contract for:** Phase II Archeological Survey; Draft and Final Reports submitted to the USACE for the County Line Trunk Sewer in Broken Arrow, OK

**4. Contract Data:**

a. Contract Amount:

**Total: Not to exceed amount of Thirty Thousand Four Hundred and Seventeen Dollars and NO/100 (\$30,417.00).**

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c. The total time allowed for contract completion is 21 calendar days.

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**6. Contract approved by the City Manager on:** \_\_\_\_\_

**CITY OF BROKEN ARROW**  
**PROFESSIONAL ENVIRONMENTAL SUPPORT SERVICES**  
**PROFESSIONAL SERVICES CONTRACT NUMBER: S.1609**

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Approved as to form:

Jessie Myers  
Assistant City Attorney

City of Broken Arrow

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

Date 1/2/19

Attest:

[Signature]  
City Clerk



COX | McLAIN Environmental Consulting, Inc.

By: [Signature]

Attest:

[Signature]  
Corporate Secretary (Seal)

Date: 12.13.18

### VERIFICATIONS

State of Texas )  
County of Travis ) §.

Before me, a Notary Public, on this 13 day of December, 2018, personally appeared Ashley McLain / Lorie Cox, known to me to be the (President, Vice-President, Corporate Officer, Member, Partner or Other: ) of COX | McLAIN Environmental Consulting, Inc. 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:

7/11/22

Ana M. Espinoza  
Notary Public





**CITY OF BROKEN ARROW  
PROFESSIONAL ENVIRONMENTAL SERVICES  
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS  
PROJECT NUMBER S.1609**

**SP - 1.0 SCOPE OF AMENDMENT NO. 1:**

The scope of project will include a Phase II Archaeological Survey and Report for the County Line Trunk Sewer in Broken Arrow, OK.

**SP- 2.0 SERVICES OF THE CITY: THE CITY 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 the City'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:**

CMEC understands that based on feedback from the USACE, the State Historic Preservation Office (SHPO, and the Oklahoma Archeology Survey (OAS), the City of Broken Arrow plans to have a Phase II archaeological survey completed for Phase 1-segment of the project. CMEC also understands that Section 106 will apply to the proposed project since several federal nexuses are associated with the proposed project (OWRB, Section 404/408 of the Clean Water Act). Fieldwork would include archeological pedestrian survey augmented with shovel testing on a single transect along the entire 100-ft-wide corridor (at least half of which has an existing pipeline) at 50-m intervals for a maximum of 100 shovel tests. Shovel tests will be excavated in 10-centimeter levels and will be up to 100 centimeters in depth based on encountered deposits, and all matrix screened. Additional shovel tests (CMEC estimates 20 maximum) will be excavated within the known site (34TU37) and in all newly identified sites to determine site boundaries within the corridor. The use of a bucket auger is proposed to examine the area for archeological relevant deposits beyond 100 centimeters. CMEC estimates that up to 30 bucket augers will be excavated.

Fieldwork would also include a non-archeological historic resources survey to identify and document resources that are 45 years of age or older (built before 1974) within the project area, including the parcels from which the easements will be acquired. CMEC completed a background study in September of 2018.

Those results will be included in the report. A draft report of all cultural resources findings and results will be submitted for review by the USACE, and a final report will be prepared at the of

receipt of all comments on the draft and submitted.

**Assumptions and Exclusions:**

- Exclusions: ecological/NEPA services, archaeological background research and file search/known constraints analysis report or intensive-level archival research, historic resources survey, NRHP nominations, HABS/HAER documentation, archeological monitoring, human remains evaluation/coordination/removal. All excluded services could be provided under separate scope/budget.

[END OF DOCUMENT]



# City of Broken Arrow

## Request for Action

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**File #: 19-132, Version: 1**

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**Broken Arrow Municipal Authority  
Meeting of: 01-15-19**

**Title:**

**Ratification of Professional Service Agreement with Terracon Consultants, Inc. for environmental services for the County Line Trunk Sewer Project (S.1609)**

**Background:**

This ratification is required because the Agreement was approved by City Council. However, this contract is to support a BAMA project.

Due to the trunk line's proximity to Waters of the United States, The US Army Corp of Engineers (USACE) required a Wetlands Delineation Report to be permitted to construct under the Nationwide 12 Utilities Maintenance Permit by. An Agreement with Terracon Consultants, Inc. was signed on 08/30/18 for \$14,000.

**Cost:** \$14,000.00

**Funding Source:** 2019 FAP Loan

**Requested By:** Alex Mills, P.E., Engineering and Construction Director

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

**Attachments:** 180830 EXECUTED Professional Service Agreement - Terracon

**Recommendation:**

Ratification of Professional Service Agreement with Terracon Consultants, Inc. for environmental services for the County Line Trunk Sewer Project (S.1609)



**CONTRACT**  
**CITY OF BROKEN ARROW**  
**PROFESSIONAL ENVIRONMENTAL SUPPORT SERVICES**  
**PROFESSIONAL SERVICES CONTRACT NUMBER: S.1609**

**1. Architect/Engineer Firm:**

- a. Name: Terracon Consultants, Inc.
- b. Telephone No.: (918) 250-0461
- c. Address: 9522 E. 47<sup>th</sup> Pl., Unit D, Tulsa, OK 74145

**2. Project Title and Location:** County Line Trunk Sewer Jurisdictional Waters of the U.S. Assessment and United States Army Corp of Engineers (USACE) Permitting Assistance, Broken Arrow, OK

**3. Contract for:** Jurisdictional Waters of the U.S. Assessment including desk top review, site visit and report preparation; and USACE Permitting Assistance including requisite meetings with the USACE, data requests from the USACE and site visits in Broken Arrow, OK

**4. Contract Data:**

a. Contract Amount:

Task 1: to be invoiced as lump sum at \$8,000.00

Task 2: to be invoiced as hourly not to exceed at \$6,000.00

**Total: Not to exceed amount of Fourteen Thousand Dollars (\$14,000.00).**

b. Liquidated Damages: N/A.

c. The total time allowed for contract completion is; Task 1: 28 calendar days and Task 2: 100 calendar days.

**5.** The City of Broken Arrow, represented by the City Manager, and the Professional Service Provider, identified in paragraph 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 dated 08/20/18

**6. Contract approved by the City Manager on:** 08-30-18

**CITY OF BROKEN ARROW**  
**PROFESSIONAL ENVIRONMENTAL SUPPORT SERVICES**  
**PROFESSIONAL SERVICES CONTRACT NUMBER: S.1609**

The City of Broken Arrow and Terracon Consultants, Inc., with its place of business located at 9522 E. 47th Pl., Unit D, Tulsa, OK 74145, hereby enters into the following Contract:

The City Manager, representing the City of Broken Arrow, is contracting to acquire the professional services of the Consultant to provide Jurisdictional Waters of the U.S. Assessment including desk top review, site visit and report preparation; and USACE Permitting Assistance including requisite meetings with the USACE, data requests from the USACE and site visits in Broken Arrow, OK

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 One hundred and Twenty-eight (128) calendar days.

It is agreed that the Consultant shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not To Exceed Fourteen Thousand and No/100 (\$14,000.00) for the entire Scope of the Professional Services rendered. The City Engineer 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 City Engineer monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the City Engineer. Payment will be made following the first eligible City Council meeting occurring after the date on the invoice.

The Consultant agrees that this professional service shall be treated as an important service to the City 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 City 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 City employees. The Consultant agrees to abide by and comply with all of the City'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 and supplemental terms and conditions are attached and incorporated herein and shown in Exhibit 1.

Approved as to form:

Lesli Myers  
Assistant City Attorney

Attest: [Signature]  
City Clerk



City of Broken Arrow

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

Date 8/30/18

Terracon Consultants, Inc.

By: [Signature] AP

Attest: [Signature]  
Corporate Secretary (Seal)

Date: 8-23-18



### VERIFICATIONS

State of ~~Oklahoma~~ Kansas )  
County of Johnson ) §.

Before me, a Notary Public, on this 23<sup>rd</sup> day of August 20 18,  
personally appeared Donald J. Vrana, known to me to be the (President,  
Executive Vice-President, Corporate Officer, Member, Partner or Other: \_\_\_\_\_  
(Please circle or specify)) of Terracon Consultants, Inc. 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:

**PAULA TILGNER**  
Notary Public - State of Kansas  
My Appt. Expires 10-20-18

Paula Tilgner  
Notary Public

**CITY OF BROKEN ARROW  
PROFESSIONAL ENVIRONMENTAL SERVICES  
SPECIAL PROVISIONS ATTACHMENT**

**SPECIAL PROVISIONS  
PROJECT NUMBER S.1609**

**SP - 1.0 SCOPE OF THE PROJECT:**

The scope of project will include Jurisdictional Waters of the U.S. Assessment including desk top review, site visit and report preparation; and USACE Permitting Assistance including requisite meetings with the USACE, data requests from the USACE and site visits in Broken Arrow, OK.

**SP- 2.0 SERVICES OF THE CITY: THE CITY 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 the City'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:**

**Task 1: Jurisdictional WOUS Assessment** - This task is presented in order to assist the client in remaining in compliance with Section 404 of the Clean Water Act (CWA) and/or Section 10 of the Rivers and Harbors Act (RHA) during possible future construction activities onsite. The results of this task will dictate the appropriate level of USACE permitting effort. To accomplish this task, Terracon will perform subtasks which include a desktop review, a site visit, and report preparation as described below.

**Subtask 1.1: Desktop Review** - Prior to visiting the site, background research will be conducted and will consist of locating and reviewing pertinent maps, aerial photographs, historic topographic maps, soil surveys, plant species data, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), and other related data necessary for a desktop review of site conditions. This desktop review will assist Terracon in preliminarily identifying suspect aquatic resources on the site. Terracon will review topographic maps, aerial photographs, and floodplain maps to make a preliminary determination, based on Terracon's opinions and experiences, of the areas that could be potentially be categorized as jurisdictional WOUS and those that may not be jurisdictional. Appropriate sections of the digital topographic maps, aerial photographs, and floodplain maps, and proposed project boundaries will be projected and converted to the appropriate

Geographic Information System (GIS) format that is required for the fieldwork, mapping, and report preparation.

**Subtask 1.2: Site Visit** - A site visit will be performed to determine the existence and approximate locations of suspect WOUS, including wetlands on the site generally following the USACE 1987 Manual and the applicable USACE regional supplement. Terracon will identify potential WOUS, including traditional navigable waters, relatively permanent waters, non-relatively permanent waters, and wetlands that are adjacent, abutting, or isolated to these waters. The site visit will include completion of USACE wetland determination data forms with plant identification, notation of hydrologic indicators, and excavation of shallow soil profiles, as appropriate within each different vegetative community spread throughout the study area. Potentially jurisdictional waterbodies will be identified by delineating ordinary high water marks and then mapped using a GPS with sub-meter accuracy and the procedures required by the USACE. Following the site visit, exhibits showing the boundaries (polygons) and acreage and/or linear footage (if applicable) of all aquatic resources identified onsite during the site visit will be prepared. Terracon will provide a professional opinion regarding the likelihood for the identified aquatic resources to be considered jurisdictional and regulated by the USACE.

**Subtask 1.3: Report Preparation** - A report will be prepared for the project documenting the results of the Jurisdictional WOUS Assessment performed onsite. Terracon's comprehensive reports typically address the applicable framework, describe the assessment methodology, limitations and findings, and provide site-specific conclusions and recommendations as appropriate. The Jurisdictional WOUS Assessment report will include the following information, as applicable:

- a. Brief description of the project, methods/sampling procedures, and results as required by the USACE;
- b. A preliminary determination and description of the potentially jurisdictional WOUS and potentially non-jurisdictional aquatic resources identified on the study area;
- c. Acreage of the project area evaluated with boundaries indicated;
- d. Location of each observation point/data point/soil sample station;
- e. Wetland Determination Data Forms completed in accordance with USACE guidelines for each observation point/data point/soil sample station;
- f. Acreage and linear footage (if applicable) of each aquatic resource onsite and total potentially jurisdictional areas (suspect WOUS) and potentially non-jurisdictional aquatic resources including polygons of aquatic resources (mapped by GPS) shown on exhibits;
- g. Historical information (including topographic quadrangle maps, historic aerial photographs, FEMA maps, NWI maps, and soil surveys) to document the potential limits of USACE jurisdiction for the identified aquatic resources (if applicable);
- h. Professional opinions regarding the potential jurisdictional status of the identified aquatic resources with supporting documentation and rationale.

**Deliverable:** Prior to issuing the report, Terracon will provide to the client a summary of field observations and preliminary results/findings/opinions. An electronic copy of the Jurisdictional

WOUS Assessment report will be provided to the client for review. Upon incorporation of revisions, Terracon will provide an electronic copy of the final report to the client. The Jurisdictional WOUS Assessment report will be prepared in a manner to be easily attached and serve as a supplement to additional documentation which would be submitted to the USACE for review, concurrence, and authorization if necessary. Terracon will prepare a cover letter for the Jurisdictional WOUS Assessment report, summarizing the results of the WOUS investigation and assessing the appropriate Section 404 permitting mechanism and the level of potential coordination with the USACE, if any is required. This permitting assessment will be based on a preliminary alignment and proposed right-of-way width provided by the Client.

## **Task 2: Permitting Assistance**

Terracon will provide the client with Nationwide Permit assistance through the USACE, including: requisite meetings with the USACE, data requests from the USACE, and site visits.

### **Subtask 2.1: USACE Pre-Application Meeting**

Terracon recommends submitting a pre-application meeting request to the USACE Tulsa District prior to mobilizing for field investigations if resources are identified during the environmental constraints analysis that could trigger pre-construction notification under Nationwide Permit (NWP) 12 – Utility Line Activities. This will allow the Client and Terracon to meet with agency personnel and define the level of consultation necessary to permit the project in a timely manner. It is also a time where the level of effort for the archeological survey could be discussed with the USACE archaeologist.

### **Subtask 2.2: Non-notifying NWP 12 Memorandum**

In the event that impacts to WOUS from construction of the proposed sewer line do not trigger pre-construction notification (PCN), Terracon will prepare a non-notifying NWP 12 memorandum. This memorandum will detail the applicability of the referenced NWP, the proposed project impacts, a NWP General/Regional Conditions checklist documenting compliance with the General Conditions of the NWP program and the Oklahoma/Tulsa District Regional Conditions. Accompanying the memorandum will be an updated set of strip maps documenting delineated aquatic features and proposed project impacts/avoidance areas.

**Deliverable:** One electronic copy of the Non-Notifying NWP 12 Memorandum and impacts maps (.pdf format) will be provided to the client. If requested, Terracon will provide one bound copy and one CD to the client.

### **Subtask 2.3: NWP 12 Pre-construction Notification**

Should the proposed project result in impacts to WOUS that exceed the criteria for authorization under NWP 12 without a PCN, Terracon will assist the client in preparing pre-construction documentation and application submittal to the USACE Tulsa District. This task typically includes providing the preliminary delineation of aquatic features, ownership information, documentation of project impacts, project purpose and need, avoidance and minimization measures, documentation of compliance with Regional/General Conditions, construction drawings and figures, relevant background information, and proposed mitigation. This task does not include preparation of an



Individual Permit (IP) or a mitigation plan involving permittee responsible mitigation (PRM). Should the project dictate that either of these scopes are necessary, Terracon will provide the Client with an additional proposal to complete that work.

**Deliverable:** One electronic copy of the NWP 12 PCN Submittal (.pdf format) will be provided to the client for review. Upon client authorization and application signature by the project sponsor, Terracon will provide a bound copy of the submittal and a CD to the USACE Tulsa District for review. If requested, Terracon will provide one bound copy and one CD to the client.

**Additional Services Beyond Base Service**

The fees in this work scope include services describe in this proposal. Fees and work scopes for Threatened and Endangered Species surveys, Biological Assessment, and Cultural Resource Review, that may be required by the USACE, our client or other reviewers are not included. Furthermore, fees for preparing applicable state and/or local permits that may be required are not included in the work scope of this proposal. If necessary, budget estimates for additional services will be provided as the project scope evolves.

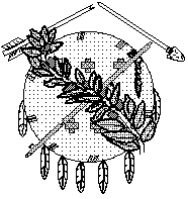


## Exhibit 1 Supplemental Terms and Conditions

**Consequential Damages.** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

**Standard of Care/Warranty.** Consultant will perform the services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**Site Access and Safety.** City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including City's contractors, subcontractors, or other parties present at the site.



# City of Broken Arrow

## Request for Action

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**File #:** 18-1412, **Version:** 1

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FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	1/04/2018	9876	RITZ/LONE STAR SAFETY & SUPPLY	PI7877	5699555	020-0000-141.00-00	228.97
						1/04/2018 TOTAL -	228.97
						CUMULATIVE TOTAL -	228.97
	6/18/2018	602	GADES SALES CO INC	PI7627	0073854	020-0000-141.00-00	5,390.00
						6/18/2018 TOTAL -	5,390.00
						CUMULATIVE TOTAL -	5,618.97
	9/21/2018	120	CINTAS CORPORATION	PI7882	5011804320	020-5100-437.60-23	291.02
						9/21/2018 TOTAL -	291.02
						CUMULATIVE TOTAL -	5,909.99
	10/14/2018	8099	EMERGENCY POWER SYSTEMS INC	PI7490	18015898	020-5415-435.40-20	431.00
						10/14/2018 TOTAL -	431.00
						CUMULATIVE TOTAL -	6,340.99
	10/17/2018	9876	RITZ/LONE STAR SAFETY & SUPPLY	PI7760	5663080	020-0000-141.00-00	82.25
						10/17/2018 TOTAL -	82.25
						CUMULATIVE TOTAL -	6,423.24
	10/19/2018	37	ANCHOR STONE CO	PI7927	182232509	020-5305-438.60-27	162.30
				PI7928	182232609	020-5305-438.60-27	4,685.65
						10/19/2018 TOTAL -	4,847.95
						CUMULATIVE TOTAL -	11,271.19
	10/25/2018	141	CUMMINS SOUTHERN PLAINS	PI7388	914932	020-0000-141.00-00	88.02
	10/25/2018	9876	RITZ/LONE STAR SAFETY & SUPPLY	PI7761	5667705	020-0000-141.00-00	57.25
						10/25/2018 TOTAL -	145.27
						CUMULATIVE TOTAL -	11,416.46
	10/26/2018	47	AUTOMATIC ENGINEERING INC	PI7604	5434245	020-5415-435.60-41	321.00
						10/26/2018 TOTAL -	321.00
						CUMULATIVE TOTAL -	11,737.46
	10/31/2018	7304	BIG RED FASTENERS	PI7953	173125	020-0000-141.00-00	854.00
						10/31/2018 TOTAL -	854.00
						CUMULATIVE TOTAL -	12,591.46
	11/08/2018	47	AUTOMATIC ENGINEERING INC	PI7606	5435501	020-5415-435.60-41	2,110.94
						11/08/2018 TOTAL -	2,110.94
						CUMULATIVE TOTAL -	14,702.40
	11/09/2018	8679	CORE & MAIN	PI7797	J744571	020-0000-141.00-00	7,744.35
				PI7798	J744571	020-0000-141.00-00	1,158.85
	11/09/2018	9876	RITZ/LONE STAR SAFETY & SUPPLY	PI7878	5676007	020-0000-141.00-00	25.37
				PI7879	5676007	020-0000-141.00-00	201.68
						11/09/2018 TOTAL -	9,130.25
						CUMULATIVE TOTAL -	23,832.65
	11/10/2018	11385	STANDARD MATERIALS GROUP	PI7445	2000004838	020-5400-434.60-27	220.00
						11/10/2018 TOTAL -	220.00
						CUMULATIVE TOTAL -	24,052.65

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	11/19/2018	452	GELICO UNIFORMS & SHOES INC	PI7828	00238635	020-5415-435.60-10	197.98
	11/19/2018	8679	CORE & MAIN	PI7799	J781255	020-0000-141.00-00	1,710.80
						11/19/2018 TOTAL -	1,908.78
						CUMULATIVE TOTAL -	25,961.43
	11/21/2018	8679	CORE & MAIN	PI7556	J830967	020-0000-141.00-00	1,978.56
				PI7557	J830967	020-0000-141.00-00	270.00
				PI7800	J818996	020-0000-141.00-00	346.15
						11/21/2018 TOTAL -	2,594.71
						CUMULATIVE TOTAL -	28,556.14
	11/24/2018	5371	PREMIER TRUCK GROUP	PI7560	12540692	020-5410-435.40-20	2,282.16
						11/24/2018 TOTAL -	2,282.16
						CUMULATIVE TOTAL -	30,838.30
	11/30/2018	6822	TULSA WINNELSON COMPANY	PI7636	09168401	020-5115-437.60-18	9.53
						11/30/2018 TOTAL -	9.53
						CUMULATIVE TOTAL -	30,847.83
	12/01/2018	420	APAC-CENTRAL, INC	PI7404	7001182522	020-5305-438.70-15	1,675.80
				PI7405	7001182522	020-5400-434.60-27	112.88
				PI7406	7001182522	020-5400-434.60-80	91.14
	12/01/2018	10233	PETROLEUM TRADERS CORP	PI7880	1337278B	020-0000-141.00-00	9,472.50
	12/01/2018	11385	STANDARD MATERIALS GROUP	PI7465	2000006270	020-5305-438.70-15	5,192.00
						12/01/2018 TOTAL -	16,544.32
						CUMULATIVE TOTAL -	47,392.15
	12/03/2018	625	FASTENAL COMPANY	PI7410	OKTU730928	020-5115-437.60-18	118.52
						12/03/2018 TOTAL -	118.52
						CUMULATIVE TOTAL -	47,510.67
	12/05/2018	8679	CORE & MAIN	PI7801	J838898	020-0000-141.00-00	3,792.35
				PI7802	J838898	020-0000-141.00-00	359.40
						12/05/2018 TOTAL -	4,151.75
						CUMULATIVE TOTAL -	51,662.42
	12/06/2018	176	TIMMONS OIL COMPANY INC	PI7469	WI08187	020-0000-141.00-00	195.11
	12/06/2018	5371	PREMIER TRUCK GROUP	PI7463	125253841	020-5305-438.60-20	93.32
	12/06/2018	10122	RUSH TRUCK CENTERS OF OKLAHOMA	PI7468	3013047276	020-0000-141.00-00	63.68
						12/06/2018 TOTAL -	352.11
						CUMULATIVE TOTAL -	52,014.53
	12/07/2018	90	NAPA AUTO PARTS	PI7428	2210919486	020-0000-141.00-00	75.48
				PI7429	2210919486	020-0000-141.00-00	76.17
	12/07/2018	8392	QUANTIE SALES & SERVICE	PI7427	582373	020-0000-141.00-00	120.00
	12/07/2018	10502	CHEMTRADE CHEMICALS US LLC	PI7613	92527168	020-5400-434.60-34	3,650.05
						12/07/2018 TOTAL -	3,921.70
						CUMULATIVE TOTAL -	55,936.23
	12/10/2018	5936	CONTINENTAL BATTERY CO	PI7393	15321210181053	020-0000-141.00-00	266.88
	12/10/2018	10233	PETROLEUM TRADERS CORP	PI7431	1341440	020-0000-141.00-00	13,307.70
						12/10/2018 TOTAL -	13,574.58
						CUMULATIVE TOTAL -	69,510.81

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	12/11/2018	90	NAPA AUTO PARTS	PI7430	2210919770	020-0000-141.00-00	126.00
	12/11/2018	2538	ENVIRONMENTAL IMPROVEMENTS INC	PI7416	0042662	020-5405-434.60-45	958.00
	12/11/2018	6478	FORTILINE INC	PI7390	4449427	020-0000-141.00-00	596.00
				PI7391	4449427	020-0000-141.00-00	706.94
				PI7392	4449427	020-0000-141.00-00	289.26
	12/11/2018	9700	ADVANCED INDUSTRIAL SOLUTIONS	PI7394	239311	020-0000-141.00-00	122.40
				PI7395	239311	020-0000-141.00-00	882.98
	12/11/2018	11428	ROLYAN BUOYS	PI7477	3668389	020-5405-434.60-45	1,143.00
						12/11/2018 TOTAL -	4,824.58
						CUMULATIVE TOTAL -	74,335.39
	12/12/2018	225	SUMMIT TRUCK GROUP	PI7480	411174072	020-5125-436.60-20	101.77
	12/12/2018	244	GREEN ACRE SOD FARMS DBA	PI7407	111975	020-5400-434.60-80	150.00
	12/12/2018	370	AIRGAS USA LLC	PI7501	9083416820	020-5130-437.60-23	31.64
	12/12/2018	3284	CHEROKEE HOSE AND SUPPLY	PI7421	0137152	020-5400-434.60-23	98.90
				PI7422	0137152	020-5415-435.60-23	98.90
	12/12/2018	9700	ADVANCED INDUSTRIAL SOLUTIONS	PI7396	239311BO	020-0000-141.00-00	220.66
	12/12/2018	10393	MIDLAND PAPER COMPANY	PI7629	IN00998749	020-0000-141.00-00	354.00
						12/12/2018 TOTAL -	1,055.87
						CUMULATIVE TOTAL -	75,391.26
	12/13/2018	125	VULCAN SIGNS	PI7482	333970	020-5400-434.60-23	169.50
	12/13/2018	176	TIMMONS OIL COMPANY INC	PI7470	WI08269	020-0000-141.00-00	377.76
	12/13/2018	1249	MYERS TIRE SUPPLY INC	PI7511	83015518	020-0000-141.00-00	144.78
	12/13/2018	5941	LOWES	PI7536	01195	020-5305-438.60-23	.94
				PI7537	01206	020-5305-438.60-23	1.04
	12/13/2018	9569	TWIN CITIES READY MIX INC	PI7472	176746	020-5400-434.60-27	77.00
	12/13/2018	9818	5TH GEAR CYCLE	PI7398	54179	020-0000-141.00-00	51.00
						12/13/2018 TOTAL -	822.02
						CUMULATIVE TOTAL -	76,213.28
	12/14/2018	225	SUMMIT TRUCK GROUP	PI7481	411174197	020-5125-436.60-20	115.32
	12/14/2018	240	GRAINGER	PI7423	9032561046	020-5120-437.60-23	87.95
				PI7424	9032439128	020-5405-434.60-23	209.14
	12/14/2018	5941	LOWES	PI7453	11078	020-5115-437.60-23	16.14
	12/14/2018	8099	EMERGENCY POWER SYSTEMS INC	PI7624	EPS54404	020-5415-435.60-20	1,020.59
	12/14/2018	8679	CORE & MAIN	PI7487	J891660	020-0000-141.00-00	758.00
				PI7803	J885833	020-0000-141.00-00	359.40
				PI7812	J859193	020-5400-434.60-23	166.68
	12/14/2018	9700	ADVANCED INDUSTRIAL SOLUTIONS	PI7397	239311BO1	020-0000-141.00-00	34.94
	12/14/2018	10010	PSI WATER TECHNOLOGIES INC	PI7460	INV0002888	020-5405-434.60-45	5,519.47
						12/14/2018 TOTAL -	8,287.63
						CUMULATIVE TOTAL -	84,500.91
	12/15/2018	101	WELDON PARTS TULSA	PI7551	220893600	020-0000-141.00-00	107.80
	12/15/2018	420	APAC-CENTRAL, INC	PI7609	7001186667	020-5305-438.60-27	362.88
				PI7610	7001186667	020-5305-438.70-15	215.15
				PI7611	7001186667	020-5400-434.60-27	548.24
	12/15/2018	11385	STANDARD MATERIALS GROUP	PI7466	2000007619	020-5400-434.60-27	132.00
						12/15/2018 TOTAL -	1,366.07
						CUMULATIVE TOTAL -	85,866.98

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
12/17/2018	8		BRENNTAG SOUTHWEST INC	PI7504	BSW054088	020-5410-435.60-34	7,043.50
				PI7505	BSW054090	020-5410-435.60-34	2,322.26
				PI7617	BSW054089	020-5405-434.60-34	1,799.36
12/17/2018	90		NAPA AUTO PARTS	PI7432	2210920276	020-0000-141.00-00	23.92
				PI7433	2210920276	020-0000-141.00-00	52.27
12/17/2018	130		UNITED ENGINES INC	PI7918	2148246	020-0000-141.00-00	84.99
12/17/2018	133		UTILITY SUPPLY	PI7569	122237	020-5400-434.60-40	1,260.00
12/17/2018	371		J & R EQUIPMENT LLC	PI7708	39558	020-5415-435.40-29	413.37
12/17/2018	602		GADES SALES CO INC	PI7628	0075099	020-0000-141.00-00	16,170.00
12/17/2018	951		HOLLIDAY SAND & GRAVEL CO	PI7529	376384	020-5305-438.60-27	143.78
				PI7530	376384	020-5400-434.60-27	227.53
12/17/2018	5941		LOWES	PI7539	020809	020-5305-438.60-23	47.32
				PI7540	02929	020-5305-438.60-23	18.12
12/17/2018	9569		TWIN CITIES READY MIX INC	PI7940	176851	020-5305-438.70-15	1,925.00
12/17/2018	9822		MORTON SALT INC	PI7446	5401726569	020-5405-434.60-34	5,917.61
12/17/2018	11411		VINSON PROCESS CONTROLS CO	PI7568	90750380	020-5405-434.60-45	2,313.40
					12/17/2018 TOTAL -		39,762.43
					CUMULATIVE TOTAL -		125,629.41
12/18/2018	90		NAPA AUTO PARTS	PI7434	1210920317	020-0000-141.00-00	125.45
				PI7435	1210920317	020-0000-141.00-00	21.14
				PI7447	2210920318	020-5305-438.60-20	18.85
				PI7581	2210920313	020-5120-437.60-23	288.00
				PI7583	2210920371	020-5125-436.60-20	89.99
				PI7584	2210920377	020-5115-437.60-20	2.77
				PI7585	2210920378	020-5125-436.60-20	18.36
12/18/2018	130		UNITED ENGINES INC	PI7573	2148301	020-5125-436.60-20	57.56
12/18/2018	225		SUMMIT TRUCK GROUP	PI7552	411174395	020-0000-141.00-00	57.62
				PI7572	411174506	020-5125-436.60-20	226.81
12/18/2018	370		AIRGAS USA LLC	PI7816	9083613765	020-5410-435.60-21	31.64
12/18/2018	452		GELICO UNIFORMS & SHOES INC	PI7833	00239464	020-5305-438.60-10	1,660.94
				PI7834	00239464	020-5400-434.60-10	193.87
				PI7835	00239465	020-5305-438.60-10	581.94
				PI7836	00239466	020-5305-438.60-10	2,984.70
				PI7837	00239467	020-5305-438.60-10	387.96
12/18/2018	687		REV PARTS LLC	PI7467	90320962	020-0000-141.00-00	325.89
12/18/2018	5371		PREMIER TRUCK GROUP	PI7464	125254973	020-5125-436.60-20	160.40
12/18/2018	7304		BIG RED FASTENERS	PI7488	175176	020-0000-141.00-00	1,310.00
12/18/2018	7803		P&K EQUIPMENT	PI7436	3097669	020-0000-141.00-00	78.88
12/18/2018	9569		TWIN CITIES READY MIX INC	PI7562	176931	020-5305-438.60-27	84.75
				PI7563	176931	020-5305-438.70-15	2,310.00
12/18/2018	9784		EUROFINS EATON ANALYTICAL INC	PI7409	S320514	020-5405-434.30-34	360.00
12/18/2018	9892		GOODYEAR COMMERCIAL TIRE	PI7399	2541012716	020-0000-141.00-00	1,200.00
				PI7689	2541012713	020-0000-141.00-00	1,277.99
12/18/2018	10233		PETROLEUM TRADERS CORP	PI7764	1345028	020-0000-141.00-00	14,192.43
					12/18/2018 TOTAL -		28,047.94
					CUMULATIVE TOTAL -		153,677.35
12/19/2018	90		NAPA AUTO PARTS	PI7512	2210920420	020-0000-141.00-00	525.09
				PI7513	2210920420	020-0000-141.00-00	130.27
				PI7514	2210920420	020-0000-141.00-00	83.96

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
				PI7515	2210920420	020-0000-141.00-00	13.27
				PI7516	2210920420	020-0000-141.00-00	138.31
				PI7517	2210920439	020-0000-141.00-00	79.27
				PI7518	2210920439	020-0000-141.00-00	1.07
				PI7519	2210920439	020-0000-141.00-00	71.99
				PI7520	2210920480	020-0000-141.00-00	126.00
				PI7587	2210920423	020-5120-437.60-23	288.00-
				PI7589	2210920432	020-5125-436.60-20	18.36
				PI7591	2210920456	020-5125-436.60-20	111.92
				PI7595	2210920473	020-5125-436.60-20	111.92
				PI7734	2210920422	020-5120-437.60-24	294.72
12/19/2018	101		WELDON PARTS TULSA	PI7600	221059400	020-5125-436.60-20	98.33
12/19/2018	120		CINTAS CORPORATION	PI7408	5012565338	020-5100-437.60-23	186.30
				PI7494	5012565336	020-5120-437.60-23	271.07
				PI7495	5012565336	020-5130-437.60-23	37.80
12/19/2018	130		UNITED ENGINES INC	PI7471	2148478	020-0000-141.00-00	57.56
				PI7920	2148449	020-0000-141.00-00	115.12
12/19/2018	133		UTILITY SUPPLY	PI7570	122288	020-5400-434.60-40	2,360.00
12/19/2018	225		SUMMIT TRUCK GROUP	PI7553	411174513	020-0000-141.00-00	57.62
				PI7574	411174505	020-5125-436.60-20	1,065.49
12/19/2018	370		AIRGAS USA LLC	PI7817	9083664535	020-5120-437.60-20	95.21
12/19/2018	452		GELICO UNIFORMS & SHOES INC	PI7641	00239498	020-5415-435.60-10	125.00
				PI7838	00239499	020-5305-438.60-10	387.96
12/19/2018	4358		MCNEILUS TRUCK & MFG., INC	PI7889	4228959	020-5125-436.60-20	98.50
12/19/2018	5371		PREMIER TRUCK GROUP	PI7576	125255140	020-5125-436.60-20	102.17
12/19/2018	5936		CONTINENTAL BATTERY CO	PI7489	10931219181458	020-0000-141.00-00	309.00
12/19/2018	5941		LOWES	PI7543	02294/	020-5405-434.60-23	52.61
				PI7544	13401	020-5120-437.60-23	6.45
12/19/2018	9569		TWIN CITIES READY MIX INC	PI7941	177009	020-5305-438.70-15	3,390.00
						12/19/2018 TOTAL -	10,234.34
						CUMULATIVE TOTAL -	163,911.69
12/20/2018	35		A & N TRAILER PARTS INC	PI7502	003116323	020-5400-434.60-20	8.85
12/20/2018	42		ARROW SAFE AND LOCK INC	PI7503	72713	020-5125-436.60-23	5.00
12/20/2018	74		BROKEN ARROW LAWN & GARDEN	PI7618	4401	020-5400-434.60-40	33.59
				PI7619	4403	020-5400-434.60-40	1.05-
12/20/2018	90		NAPA AUTO PARTS	PI7524	2210920533	020-0000-141.00-00	62.85
				PI7525	2210920533	020-0000-141.00-00	32.25
				PI7526	2210920533	020-0000-141.00-00	96.50
				PI7527	2210920548	020-0000-141.00-00	11.08
				PI7596	2210920520	020-5125-436.60-20	22.93
				PI7597	2210920524	020-5415-435.60-20	5.64
				PI7598	2210920535	020-5400-434.60-20	2.77
				PI7631	2210920572	020-0000-141.00-00	54.52
				PI7632	2210920572	020-0000-141.00-00	96.13
12/20/2018	101		WELDON PARTS TULSA	PI7554	221095200	020-0000-141.00-00	17.71
12/20/2018	120		CINTAS CORPORATION	PI7496	5012565346	020-5405-434.60-23	41.14
12/20/2018	130		UNITED ENGINES INC	PI7486	2148533	020-5305-438.60-20	57.56
				PI7921	822016	020-0000-141.00-00	57.56
12/20/2018	225		SUMMIT TRUCK GROUP	PI7575	CM411174505	020-5125-436.60-20	55.20-
				PI7681	411174622	020-5125-436.60-20	254.62



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	12/20/2018	377	KIMS INTERNATIONAL	PI7702	00109864	020-5415-435.60-20	84.28
	12/20/2018	452	GELCO UNIFORMS & SHOES INC	PI7718	00239546	020-5305-438.60-10	125.00
				PI7719	00239547	020-5120-437.60-10	125.00
	12/20/2018	890	B & M OIL COMPANT - TULSA	PI7559	0477747	020-0000-141.00-00	247.50
	12/20/2018	1634	IMPROVED CONSTRUCTION METHODS	PI7826	41000130	020-0000-141.00-00	149.00
				PI7827	41000130	020-0000-141.00-00	420.00
	12/20/2018	4358	MCNEILUS TRUCK & MFG., INC	PI7523	4230176	020-0000-141.00-00	52.92
	12/20/2018	5941	LOWES	PI7663	02450//	020-5305-438.60-23	14.33
				PI7664	02490/	020-5305-438.60-23	9.30
	12/20/2018	7803	P&K EQUIPMENT	PI7577	3100107	020-5305-438.40-20	732.88
	12/20/2018	9569	TWIN CITIES READY MIX INC	PI7637	177075	020-5400-434.60-27	221.25
	12/20/2018	9892	GOODYEAR COMMERCIAL TIRE	PI7522	2541012739	020-0000-141.00-00	3,146.00
	12/20/2018	10699	KUBOTA CENTER WEST TULSA	PI7521	P20510	020-0000-141.00-00	40.87
						12/20/2018 TOTAL -	6,172.78
						CUMULATIVE TOTAL -	170,084.47
	12/21/2018	35	A & N TRAILER PARTS INC	PI7614	00311668	020-5400-434.60-20	171.60
	12/21/2018	37	ANCHOR STONE CO	PI7491	182715009	020-5305-438.70-15	3,188.70
				PI7813	182714909	020-5305-438.70-15	2,122.49
	12/21/2018	90	NAPA AUTO PARTS	PI7739	2210920672	020-5400-434.60-20	39.19
				PI7741	2210920678	020-5400-434.60-20	41.30
	12/21/2018	452	GELCO UNIFORMS & SHOES INC	PI7720	00239609	020-5415-435.60-10	125.00
				PI7721	00239610	020-5125-436.60-10	125.00
	12/21/2018	1409	SMITH FARM & GARDEN CO	PI7639	830066	020-5305-438.60-20	42.94
	12/21/2018	5371	PREMIER TRUCK GROUP	PI7630	125255095	020-0000-141.00-00	32.70
				PI7633	125255354	020-0000-141.00-00	46.23
				PI7634	125255354	020-0000-141.00-00	169.51
	12/21/2018	5941	LOWES	PI7669	02608	020-5400-434.60-23	3.94
	12/21/2018	7835	UNITED ROTARY BRUSH CORP.	PI7765	CI229323	020-0000-141.00-00	228.12
	12/21/2018	8679	CORE & MAIN	PI7558	J838923	020-0000-141.00-00	2,386.44
	12/21/2018	10233	PETROLEUM TRADERS CORP	PI7766	1346780	020-0000-141.00-00	12,456.82
	12/21/2018	10311	XCHANGER, INC	PI7675	20661	020-5405-434.60-45	141.63
						12/21/2018 TOTAL -	21,321.61
						CUMULATIVE TOTAL -	191,406.08
	12/22/2018	420	APAC-CENTRAL, INC	PI7696	7001188668	020-5400-434.60-27	323.42
						12/22/2018 TOTAL -	323.42
						CUMULATIVE TOTAL -	191,729.50
	12/24/2018	240	GRAINGER	PI7528	9040349137	020-0000-141.00-00	350.40
						12/24/2018 TOTAL -	350.40
						CUMULATIVE TOTAL -	192,079.90
	12/26/2018	8	BRENNTAG SOUTHWEST INC	PI7726	BSW056075	020-5410-435.60-34	846.13
	12/26/2018	90	NAPA AUTO PARTS	PI7692	2210920958	020-0000-141.00-00	87.39
				PI7693	2210920958	020-0000-141.00-00	119.76
				PI7694	2210920958	020-0000-141.00-00	16.75
				PI7747	2210920875	020-5125-436.60-20	45.92
				PI7748	2210920876	020-5125-436.60-20	45.92
				PI7749	2210920878	020-5400-434.60-20	120.36
				PI7751	2210920905	020-5400-434.60-20	104.44

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				PI7752	2210920911	020-5125-436.60-20	52.22
				PI7753	2210920917	020-5410-435.60-45	51.99
				PI7754	2210920924	020-5125-436.60-20	19.71
12/26/2018	92		WHITE STAR MACHINERY & SUPPLY	PI7679	07193113	020-5305-438.60-20	4,790.69
12/26/2018	327		HACH COMPANY	PI7411	11273131	020-5405-434.60-34	1,604.27
				PI7531	11274308	020-5410-435.60-34	233.45
12/26/2018	452		GELICO UNIFORMS & SHOES INC	PI7723	00239665	020-5125-436.60-10	107.99
12/26/2018	5042		H G FLAKE SUPPLY CO	PI7649	0362651	020-5405-434.60-23	68.88
				PI7650	0362686	020-5405-434.60-23	271.80
12/26/2018	5371		PREMIER TRUCK GROUP	PI7683	125255542	020-5125-436.60-20	240.01
12/26/2018	5936		CONTINENTAL BATTERY CO	PI7804	15321226180938	020-0000-141.00-00	133.44
12/26/2018	6240		JOHN VANCE MOTORS, INC.	PI7706	97360	020-5205-419.70-02	25,587.00
12/26/2018	9292		MIDWEST BLOCK & BRICK	PI7767	92790	020-0000-141.00-00	851.00
12/26/2018	9569		TWIN CITIES READY MIX INC	PI7774	177245	020-5305-438.70-15	1,033.00
12/26/2018	10077		GULBRANSEN TECHNOLOGIES INC	PI7532	91039256	020-5405-434.60-34	11,891.42
12/26/2018	11411		VINSON PROCESS CONTROLS CO	PI7789	90751511	020-5410-435.60-45	1,310.09
						12/26/2018 TOTAL -	49,633.63
						CUMULATIVE TOTAL -	241,713.53
12/27/2018	90		NAPA AUTO PARTS	PI7695	2210920983	020-0000-141.00-00	4.38
				PI7757	2210920989	020-5400-434.60-20	39.19-
				PI7759	2210921003	020-5120-437.60-23	64.96
				PI7768	2210920994	020-0000-141.00-00	47.50
				PI7769	2210920994	020-0000-141.00-00	9.19
				PI7770	2210920994	020-0000-141.00-00	14.31
12/27/2018	141		CUMMINS SOUTHERN PLAINS	PI7389	916977	020-0000-141.00-00	176.04
				PI7625	916958	020-5415-435.60-21	99.36
12/27/2018	179		TRANS CONTINENTAL SUPPLY INC	PI7919	1033818	020-0000-141.00-00	529.68
12/27/2018	225		SUMMIT TRUCK GROUP	PI7682	411174807	020-5125-436.60-20	258.89
				PI7686	CM411174806	020-5125-436.60-20	59.24-
				PI7687	411174806	020-5125-436.60-20	59.24
				PI7688	411174816	020-5125-436.60-20	76.41
12/27/2018	890		B & M OIL COMPANT - TULSA	PI7691	0477891	020-0000-141.00-00	1,899.00
				PI7805	0477892	020-0000-141.00-00	77.98
12/27/2018	1409		SMITH FARM & GARDEN CO	PI7640	830222	020-5400-434.60-20	59.41
				PI7922	830221	020-0000-141.00-00	46.66
12/27/2018	5371		PREMIER TRUCK GROUP	PI7684	125255614	020-5125-436.60-20	16.02
12/27/2018	5941		LOWES	PI7781	01153	020-5305-438.60-23	318.76
						12/27/2018 TOTAL -	3,659.36
						CUMULATIVE TOTAL -	245,372.89
12/28/2018	90		NAPA AUTO PARTS	PI7791	2210921082	020-5305-438.60-20	14.95
				PI7792	2210921083	020-5305-438.60-20	2.91
				PI7846	2210921081	020-0000-141.00-00	26.02
				PI7847	2210921081	020-0000-141.00-00	17.98
				PI7848	2210921081	020-0000-141.00-00	29.30
12/28/2018	130		UNITED ENGINES INC	PI7773	2148911	020-0000-141.00-00	115.12
12/28/2018	173		TULSA AUTO SPRING	PI7936	00354592	020-5400-434.40-20	1,992.82
12/28/2018	176		TIMMONS OIL COMPANY INC	PI7555	WI08395	020-0000-141.00-00	240.40
				PI7771	WI08396	020-0000-141.00-00	248.40
12/28/2018	2372		WATKINS SAND COMPANY INC	PI7794	18214X	020-5305-438.60-27	400.00

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				PI7795	18214X	020-5400-434.60-80	400.00
12/28/2018	4730		DELL MARKETING L.P.	PI7509	10289485880	020-5405-434.70-17	8,745.48
12/28/2018	5941		LOWES	PI7785	01268	020-5410-435.60-23	46.35
12/28/2018	6453		NSI LAB SOLUTIONS INC	PI7796	361382	020-5405-434.60-34	351.00
12/28/2018	9876		RITZ/LONE STAR SAFETY & SUPPLY	PI7762	5696973	020-0000-141.00-00	104.25
12/28/2018	9892		GOODYEAR COMMERCIAL TIRE	PI7690	2541012788	020-0000-141.00-00	1,460.56
				PI7707	2541012788	020-5125-436.60-19	9.95
12/28/2018	10010		PSI WATER TECHNOLOGIES INC	PI7890	INV0002926	020-5405-434.40-29	6,560.36
						12/28/2018 TOTAL -	20,765.85
						CUMULATIVE TOTAL -	266,138.74
12/29/2018	5941		LOWES	PI7861	01549	020-5400-434.60-40	12.35
				PI7862	02519-	020-5400-434.60-40	.96-
						12/29/2018 TOTAL -	11.39
						CUMULATIVE TOTAL -	266,150.13
12/30/2018	11199		PRIME CONTROLS LP	PI7731	#03	020-5410-435.70-15	154,547.62-
				PI7732	#03	020-5410-435.70-16	504,644.48
						12/30/2018 TOTAL -	350,096.86
						CUMULATIVE TOTAL -	616,246.99
12/31/2018	8		BRENNTAG SOUTHWEST INC	PI7819	BSW057434	020-5410-435.60-34	1,671.13
12/31/2018	90		NAPA AUTO PARTS	PI7894	2210921247	020-5415-435.60-20	23.48
				PI7897	221092158	020-5400-434.60-20	117.70
12/31/2018	225		SUMMIT TRUCK GROUP	PI7938	411215944	020-5410-435.40-20	3,542.34
12/31/2018	403		MAXWELL SUPPLY OF TULSA INC	PI7772	479104	020-0000-141.00-00	236.80
12/31/2018	594		TRAFFIC & LIGHTING SYSTEMS	PI7763	323	020-0000-141.00-00	2,392.80
12/31/2018	5941		LOWES	PI7866	13560	020-5415-435.60-23	3.28
12/31/2018	9784		EUROFINS EATON ANALYTICAL INC	PI7715	LO42978	020-5405-434.30-34	400.00
				PI7716	LO429796	020-5405-434.30-34	600.00
12/31/2018	10077		GULBRANSEN TECHNOLOGIES INC	PI7840	91039340	020-5405-434.60-34	11,928.83
12/31/2018	11122		PENCCO, INC	PI7884	36930	020-5415-435.40-28	10,029.32
						12/31/2018 TOTAL -	30,945.68
						CUMULATIVE TOTAL -	647,192.67
1/02/2019	90		NAPA AUTO PARTS	PI7902	2210921346	020-5125-436.60-20	18.36
1/02/2019	225		SUMMIT TRUCK GROUP	PI7950	411175036	020-5125-436.60-20	132.55
1/02/2019	602		GADES SALES CO INC	PI7635	0075178	020-0000-141.00-00	5,390.00
1/02/2019	5042		H G FLAKE SUPPLY CO	PI7730	3626861	020-5405-434.60-23	312.80
1/02/2019	5941		LOWES	PI7870	02938	020-5405-434.60-23	74.54
1/02/2019	9569		TWIN CITIES READY MIX INC	PI7949	177378	020-5305-438.60-27	94.50
1/02/2019	9700		ADVANCED INDUSTRIAL SOLUTIONS	PI7807	239553	020-0000-141.00-00	462.70
1/02/2019	10772		WEX FLEET UNIVERSAL	006234	57201340	020-5120-437.60-21	138.03
1/02/2019	11515		KYLE NEAL	006220	12/27/18	020-5415-435.30-11	81.50
						1/02/2019 TOTAL -	6,704.98
						CUMULATIVE TOTAL -	653,897.65
1/03/2019	90		NAPA AUTO PARTS	PI7849	2210921506	020-0000-141.00-00	88.45
				PI7850	2210921506	020-0000-141.00-00	14.93
				PI7851	2210921506	020-0000-141.00-00	121.08
1/03/2019	168		TULSA NEW HOLLAND	PI7944	491746	020-5305-438.60-20	1,145.72

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	1/03/2019	194	ELLIS CONST ACCESSORIES LTD	006170	209808	020-5305-438.60-23	54.58
	1/03/2019	447	LIBERTY FLAGS	PI7854	87891	020-0000-141.00-00	541.40
	1/03/2019	574	SUPERION, LLC	006189	220197	020-0503-415.50-28	827.39
	1/03/2019	653	OKLAHOMA STATE UNIVERSITY	006214	30394	020-5210-419.30-87	52.00
	1/03/2019	4358	MCNEILUS TRUCK & MFG., INC	PI7855	4238823	020-0000-141.00-00	51.03
	1/03/2019	4854	SEAL COMPANY ENT., INC.	PI7924	730226	020-0000-141.00-00	176.25
	1/03/2019	5282	THE MET	006190	2279	020-5125-436.50-10	10,024.75
	1/03/2019	5941	LOWES	PI7874	02054	020-5305-438.60-23	42.57
	1/03/2019	10233	PETROLEUM TRADERS CORP	PI7881	1349713	020-0000-141.00-00	12,914.85
	1/03/2019	11332	STAND-BY PERSONNEL	006187	205401	020-5125-436.50-37	1,835.20
						1/03/2019 TOTAL -	27,890.20
						CUMULATIVE TOTAL -	681,787.85
	1/04/2019	74	BROKEN ARROW LAWN & GARDEN	PI7806	4495	020-0000-141.00-00	576.00
	1/04/2019	90	NAPA AUTO PARTS	PI7852	2210921558	020-0000-141.00-00	161.64
				PI7853	2210921558	020-0000-141.00-00	13.95
				PI7911	2210921557	020-5415-435.60-20	21.19
				PI7913	2210921578	020-5120-437.60-23	34.98
	1/04/2019	133	UTILITY SUPPLY	PI7923	122741	020-0000-141.00-00	707.90
				PI7945	122751	020-5415-435.60-40	104.94
	1/04/2019	225	SUMMIT TRUCK GROUP	PI7926	104773	020-0000-141.00-00	154.34
	1/04/2019	327	HACH COMPANY	PI7843	11283709	020-5410-435.60-34	576.37
	1/04/2019	377	KIMS INTERNATIONAL	PI7845	0109991	020-5400-434.60-40	118.40
	1/04/2019	888	PREFERRED BUSINESS SYSTEMS	006298	083885	020-0503-415.40-33	92.38
				006313	083885	020-5305-438.40-33	72.38
				006323	083885	020-5120-437.40-33	72.38
				006324	083885	020-5130-437.40-33	72.38
				006325	083885	020-5406-434.40-33	62.38
				006326	083885	020-5100-437.40-33	72.38
				006327	083885	020-5205-419.40-33	172.38
				006330	083885	020-5400-434.40-33	78.83
				006331	083885	020-5410-435.40-33	72.83
				006332	083885	020-5405-434.40-33	83.38
	1/04/2019	891	STOREY WRECKER SERVICE INC	006334	476124	020-5400-434.40-20	137.68
	1/04/2019	3444	ADMIRAL EXPRESS LLC	006248	179273S	020-5100-437.60-03	324.38
				006253	179225S	020-5205-419.60-03	600.17
				006260	179546S	020-0503-415.60-03	436.66
				006266	179237S	020-5410-435.60-03	169.89
				006267	179280S	020-5305-438.60-03	282.84
				006269	179234S	020-5400-434.60-03	101.79
				006270	179560S	020-5130-437.60-03	34.76
				006272	179481S	020-1700-419.50-86	9.15
	1/04/2019	5936	CONTINENTAL BATTERY CO	PI7808	10930104190816	020-0000-141.00-00	772.16
	1/04/2019	5941	LOWES	PI7875	12115	020-5405-434.60-23	7.02
	1/04/2019	8019	HDR, INC	006284	1200160432	020-5405-434.30-87	246.80
	1/04/2019	8512	AT&T MOBILITY	006275	2848612	020-5120-437.50-22	41.23
	1/04/2019	9089	YELLOWHOUSE MACHINERY CO	PI7925	395231	020-0000-141.00-00	26.67
	1/04/2019	10214	TULSA'S GREEN COUNTRY STAFFING	006336	57813	020-5125-436.50-37	4,297.80
	1/04/2019	10407	ALLIANCE MAINTENANCE INC	006274	110596	020-1700-419.40-28	1,415.00
	1/04/2019	11332	STAND-BY PERSONNEL	006333	205618	020-5125-436.50-37	1,039.70
						1/04/2019 TOTAL -	13,265.11
						CUMULATIVE TOTAL -	695,052.96

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
1/05/2019	243		GRAYBAR ELECTRIC CO	006381	9306951341	020-5410-435.70-15	28,076.68
				006382	9306947399	020-5410-435.70-15	18,650.15
				006383	930704806	020-5410-435.70-15	782.16
				006384	9307032888	020-5410-435.70-15	317.52
				006385	9307052657	020-5410-435.70-15	1,319.78
				006386	9307058134	020-5410-435.70-15	20,599.90
				006387	9307108502	020-5410-435.70-15	3,262.25
				006388	9307150278	020-5410-435.70-15	1,645.68
				006389	9307275334	020-5410-435.70-15	85.31
				006390	9307294213	020-5410-435.70-15	34,881.63
				006391	9307340754	020-5410-435.70-15	3,528.70
				006392	9307397820	020-5410-435.70-15	30.24
				006393	9307412947	020-5410-435.70-15	4,392.65
				006394	9306978590.1	020-5410-435.70-15	19,966.07
1/05/2019	442		AMERICAN ELECTRIC POWER	003307	9521969410	020-5305-438.50-25	88.69
1/05/2019	2858		ANIXTER INC	006376	237157175	020-5410-435.70-15	7,053.78
1/05/2019	4730		DELL MARKETING L.P.	006379	10278816640	020-5410-435.70-15	3,482.15
1/05/2019	9151		CLEAN THE UNIFORM CO OKLAHOMA	006338	50046255	020-5115-437.40-31	29.58
				006340	50046255	020-5130-437.40-31	9.37
				006341	50046255	020-5120-437.40-31	100.26
				006342	50046255	020-5125-436.40-31	225.54
				006343	50046255	020-5120-437.40-33	29.00
				006344	50046254	020-5100-437.40-33	4.00
				006346	50046763	020-5305-438.40-31	133.75
				006348	50046763	020-5305-438.40-33	2.60
				006353	50047013	020-5410-435.40-31	18.81
				006356	50047396	020-5130-437.40-31	9.37
				006357	50047011	020-5405-434.40-31	74.14
				006358	50047964	020-5405-434.40-31	57.84
				006359	50047965	020-5410-435.40-31	23.16
				006360	50047396	020-5100-437.40-33	21.50
				006361	50047396	020-5120-437.40-33	25.00
				006362	50047396	020-5400-434.40-31	140.90
				006363	50047396	020-5415-435.40-31	73.19
				006364	50047396	020-5406-434.40-31	44.60
				006365	50047396	020-5125-436.40-31	225.54
1/05/2019	11516		AWC INC	006377	226179	020-5410-435.70-15	1,820.10
1/05/2019	11517		CSII	006378	135094	020-5410-435.70-15	1,742.51
1/05/2019	11518		EIS INC FILE 98059	006380	95435278	020-5410-435.70-15	166.03
1/05/2019	11519		INSULATION SUPPLY CO	006395	4021058	020-5410-435.70-15	1,177.00
1/05/2019	11520		TEXTROL INC	006396	222036	020-5410-435.70-15	1,567.33
						1/05/2019 TOTAL -	155,884.46
						CUMULATIVE TOTAL -	850,937.42
1/06/2019	3911		YORK ELECTRONICS SYSTEMS INC	006425	67079	020-5410-435.40-07	1,517.66
				006426	67079CR	020-5410-435.40-07	666.00-
1/06/2019	4462		REGIONAL METROPOLITAN UTILITY	006420	417624	020-5410-435.70-15	698,168.13
1/06/2019	5381		ESRI INC	006411	Q#25872435	020-5215-419.40-55	17,999.00
				006412	Q#25872435	020-5205-419.40-55	5,401.00
1/06/2019	6454		WASTE MANAGEMENT QUARRY LANDFI	006424	221610010060	020-5125-436.40-30	1,008.14
1/06/2019	6789		GREEN COUNTRY TESTING	006414	64788	020-5410-435.30-34	826.26

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	1/06/2019	9754	HUTHER & ASSOCIATES, INC	006415	7109	020-5410-435.30-34	610.00
	1/06/2019	10214	TULSA'S GREEN COUNTRY STAFFING	006423	67972	020-5125-436.50-37	2,613.00
						1/06/2019 TOTAL -	727,477.19
						CUMULATIVE TOTAL -	1,578,414.61
	1/07/2019	327	HACH COMPANY	PI7844	11286155	020-5405-434.60-34	358.75
	1/07/2019	11521	GARY HEIMBACH JR.	006446	PARCEL	020-5415-435.70-08	9,800.00
						1/07/2019 TOTAL -	10,158.75
						CUMULATIVE TOTAL -	1,588,573.36
	1/08/2019	3694	ARROW EXTERMINATORS INC	006464	618425	020-5305-438.40-07	32.50
				006466	617384	020-5100-437.40-07	105.00
				006467	617382	020-5100-437.40-07	65.00
	1/08/2019	9151	CLEAN THE UNIFORM CO OKLAHOMA	006449	50047396	020-5115-437.40-31	29.58
				006454	50047958	020-5305-438.40-31	133.75
				006456	50047958	020-5305-438.40-33	2.60
						1/08/2019 TOTAL -	368.43
						CUMULATIVE TOTAL -	1,588,941.79
	1/09/2019	194	ELLIS CONST ACCESSORIES LTD	006504	210092	020-5305-438.70-15	125.00
				006505	210108	020-5305-438.70-15	741.20
	1/09/2019	307	OTA PIKEPASS CENTER	006518	20181292659	020-5120-437.50-03	1.30
				006519	20181292659	020-5125-436.50-03	821.02
				006520	20181292659	020-5200-419.50-03	21.85
				006521	20181292659	020-5205-419.50-03	.35
				006522	20181292659	020-5210-419.50-03	13.90
				006523	20181292659	020-5305-438.50-03	7.10
				006524	20181292659	020-5305-438.50-03	7.05
				006525	20181292659	020-5405-434.50-03	.95
				006526	20181292659	020-5406-434.50-03	6.45
				006527	20181292659	020-5410-435.50-03	228.41
				006528	20181292659	020-5415-435.50-03	.35
	1/09/2019	7610	MEDNOW URGENT CARE CENTER	006493	4015441	020-5400-434.30-84	75.00
	1/09/2019	10587	CLEVEST SOLUTIONS INC.	006503	5720	020-5406-434.70-04	17,700.00
	1/09/2019	11332	STAND-BY PERSONNEL	006499	205812	020-5125-436.50-37	643.80
	1/09/2019	11523	RAM CONCRETE PUMPING LLC	006506	13016	020-5305-438.70-15	774.00
				006507	11762	020-5305-438.70-15	1,145.00
				006508	11733	020-5305-438.70-15	1,174.25
				006509	12976	020-5305-438.70-15	720.00
				006510	12997	020-5305-438.70-15	735.00
						1/09/2019 TOTAL -	24,941.98
						CUMULATIVE TOTAL -	1,613,883.77
	1/15/2019	113	WAGONER COUNTY RURAL WATER #4	001013	367100	020-5415-435.50-23	13.56
				003644	68500	020-5415-435.50-23	13.56
	1/15/2019	309	OKLAHOMA NATURAL GAS CO	002741	178921936	020-1700-419.50-24	97.18
				002743	178922373	020-1700-419.50-24	137.66
				002748	219682564	020-5100-437.50-24	191.01
				002750	253746873	020-5415-435.50-24	42.08
				002751	183825191	020-5415-435.50-24	43.10
				002752	253746364	020-5415-435.50-24	41.38

FUND	020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
					002753	253746509	020-5415-435.50-24	43.12
					002754	254063282	020-5415-435.50-24	52.99
					002755	254063282	020-5415-435.50-24	.71
					002756	111532618	020-5415-435.50-24	29.79
					003315	253746873	020-5415-435.50-24	.63
					003316	253746364	020-5415-435.50-24	.63
					003317	253746509	020-5415-435.50-24	.63
					004306	253868218	020-5415-435.50-24	41.38
					004307	253868218	020-5415-435.50-24	.63
1/15/2019		442		AMERICAN ELECTRIC POWER	000326	9572394130	020-5415-435.50-25	81.28
					000931	9515241030	020-5415-435.50-25	909.09
					000975	9553112580	020-5415-435.50-25	3,931.95
					001202	9552921030	020-5415-435.50-25	92.61
					001900	9591574610	020-5415-435.50-25	43.35
					003308	9562295260	020-5305-438.50-25	34.77
					003309	9568940540	020-5305-438.50-25	137.61
					004697	9597631030	020-5415-435.50-25	102.48
					005276	9504700320	020-5415-435.50-25	79.51
					005277	9520493673	020-5415-435.50-25	67.63
					005278	9528706400	020-5415-435.50-25	76.02
					005280	9544731030	020-5415-435.50-25	92.98
					005282	9563338071	020-5415-435.50-25	125.04
					005283	9565957711	020-5415-435.50-25	50.24
					005284	9566631030	020-5415-435.50-25	60.46
					005285	9567901211	020-5415-435.50-25	1,278.98
					005286	9571918810	020-5415-435.50-25	396.49
					005290	9595686240	020-5415-435.50-25	2,975.48
					005291	9598068762	020-5415-435.50-25	90.61
					005294	9523741030	020-5415-435.50-25	182.63
					005295	9528041030	020-5415-435.50-25	74.77
					005296	9540041030	020-5415-435.50-25	88.69
					005303	9581731030	020-5415-435.50-25	100.99
					005304	9588531030	020-5415-435.50-25	109.68
					005305	9591431030	020-5415-435.50-25	117.10
					005306	9593621030	020-5415-435.50-25	68.99
					005935	9540921930	020-5415-435.50-25	233.95
					005936	9563531030	020-5415-435.50-25	113.05
					006140	9506407251	020-5415-435.50-25	139.98
					008726	9524580750	020-5415-435.50-25	213.83
					009136	9511708090	020-5100-437.50-25	217.01
					009137	9514846980	020-5120-437.50-25	199.05
					009138	9515293420	020-5100-437.50-25	925.51
					009139	9527441030	020-5120-437.50-25	1,163.18
					009140	9589441030	020-5100-437.50-25	976.89
					009141	9526531031	020-5410-435.50-25	8,583.20
					009142	9574890770	020-5410-435.50-25	12,633.80
1/15/2019		1307		CITY OF TULSA UTILITIES	001104	108753518	020-5125-436.40-30	279.40
					001107	106727183	020-5405-434.40-93	1,411.96
					001108	108291766	020-5405-434.40-93	707.88
1/15/2019		6347		COX COMMUNICATIONS	002712	066381301	020-5100-437.50-22	579.59
					002713	066260701	020-5410-435.50-23	189.94



FUND 020 BAMA	DATE	VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT	
	DUE	NO	NAME	NO	NO	NO	AMOUNT
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1/15/2019		7724	WINDSTREAM	006148	2598040	020-5100-437.50-22	183.72
				006149	2598040	020-5100-437.50-22	183.72
				007885	0351000542	020-5205-419.50-22	2.28
1/15/2019		8512	AT&T MOBILITY	002211	6931161	020-5120-437.50-22	20.25
				002212	6932991	020-5400-434.50-22	25.79
				002213	6933102	020-5400-434.50-22	20.25
				002223	5653832	020-5415-435.50-22	33.04
				002224	8923683	020-5415-435.50-22	33.04
				002228	7981029	020-5405-434.50-22	33.04
				002230	8570944	020-5115-437.50-22	20.25
				002231	9369042	020-5410-435.50-22	20.27
				002249	6989325	020-5200-419.50-22	56.92
				002250	6989326	020-5200-419.50-22	56.92
				004431	6989325 EQUIP	020-5200-419.50-22	22.77
						1/15/2019 TOTAL -	41,399.95
						FUND 020 TOTAL -	1,655,283.72

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FUND	021	BAMA SALES TAX					
DATE		VENDOR	VENDOR	VOUCHER	INVOICE	ACCOUNT	
DUE		NO	NAME	NO	NO	NO	AMOUNT
-----							
1/02/2019		1211	BANK OF OKLAHOMA N A	006159	5108420	021-5405-475.83-01	500.00
						1/02/2019 TOTAL -	500.00
						FUND 021 TOTAL -	500.00



# City of Broken Arrow

## Request for Action

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**File #: 19-142, Version: 1**

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**Broken Arrow Municipal Authority  
Meeting of: 01-15-2019**

**Title:**

Presentation by the General Services Director about updates in regards to the Recycling Pilot Projects

**Background:**

On December 5, 2017, the Broken Arrow Municipal Authority (BAMA) approved the Citizens Recycling Committee recommendation to conduct two concurrent recycling pilot programs encompassing approximately 500 customers each. One pilot project area will receive a recycling cart, while the other will have both refuse and recycling carts. The pilot projects are scheduled to begin in January 24, 2019.

Lee Zirk, General Services Director will provide an update to the Authority on the pilot project preparations.

**Cost:** None

**Funding Source:** N/A

**Requested By:** Lee Zirk, General Services Director

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

**Attachments:** N/A

**Recommendation:**

No action necessary.



# City of Broken Arrow

## Request for Action

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**File #: 19-137, Version: 1**

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**Broken Arrow Municipal Authority  
Meeting of: 01/15/2019**

**Title:**

Consideration, discussion, and possible approval of Resolution No. 1179, a Resolution authorizing a loan from the Oklahoma Water Resources Board in principal amount not to exceed \$4,255,000; authorizing the issuance of a Series 2019A Clean Water SRF promissory note in the principal amount of said loan; approving and authorizing the execution of a loan agreement for Clean Water SRF loan and a security agreement pertaining to said promissory note; ratifying and confirming a lease agreement and operation and maintenance contract and a security agreement with the City of Broken Arrow; approving and authorizing payment of fees and expenses; approving various covenants and authorizing execution of other documents pertaining to said loans and containing other provisions relating thereto

**Background:**

The Authority authorized the submission of a loan application to the Oklahoma Water Resources Board (OWRB) for the amount not to exceed \$4,255,000 to pay for costs or reimburse the payment of costs associated with the following work at the Lynn Lane wastewater treatment plant; rehabilitate the west clarifier, modify and replace existing scum and RAS pumps, construct a new non-potable water system, design a disinfection system and design phase I of the Elm Creek sewer trunk line replacement and related appurtenances. OWRB approved the loan at their December 6, 2018 board meeting. The said obligation is to be secured by a pledge of revenue derived by the Authority from its operation of the City's water, sanitary sewer and solid waste disposal systems and certain sales tax revenue of the City paid over to the Authority (Sales Tax Revenue)

**Cost:** Not to exceed \$4,255,000

**Funding Source:** OWRB 2019A CWSRF Loan

**Requested By:** Cynthia S. Arnold, Finance Director

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

**Attachments:** Resolution authorizing the Loan from the Oklahoma Water Resource Board not to exceed \$4,255,000

**Recommendation:**

Approve Resolution No.1179 and authorize its execution



RESOLUTION NO. 1179

A RESOLUTION AUTHORIZING A LOAN FROM THE OKLAHOMA WATER RESOURCES BOARD IN PRINCIPAL AMOUNT NOT TO EXCEED \$4,255,000; AUTHORIZING THE ISSUANCE OF A SERIES 2019A CLEAN WATER SRF PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF SAID LOAN; APPROVING AND AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT FOR CLEAN WATER SRF LOAN AND A SECURITY AGREEMENT PERTAINING TO SAID PROMISSORY NOTE; RATIFYING AND CONFIRMING A LEASE AGREEMENT AND OPERATION AND MAINTENANCE CONTRACT AND A SECURITY AGREEMENT WITH THE CITY OF BROKEN ARROW; APPROVING AND AUTHORIZING PAYMENT OF FEES AND EXPENSES; APPROVING VARIOUS COVENANTS AND AUTHORIZING EXECUTION OF OTHER DOCUMENTS PERTAINING TO SAID LOANS AND CONTAINING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the Broken Arrow Municipal Authority, Tulsa County, Oklahoma (the "Authority") was organized as a public trust under Title 60, Oklahoma Statutes 2011, Sections 176-180.4, as amended, for the purpose of furthering the public functions of the City of Broken Arrow, Oklahoma (the "City"); and

WHEREAS, the Authority is authorized under the Trust Indenture dated as of July 1, 1979, pursuant to which the Authority was created, to construct improvements to the City's water and wastewater systems; and

WHEREAS, the Authority has determined the need to acquire funds to pay costs or reimburse the payment of costs associated with the following work at the Lynn Lane wastewater treatment plant: rehabilitate the west clarifier, modify and replace existing scum and RAS pumps, construct a new non-potable water system, design a disinfection system and design phase I of the Elm Creek sewer trunk line replacement and related appurtenances (collectively, the "Lynn Lane Basin Project" or Project") and did heretofore apply to the Oklahoma Water Resources Board ("OWRB") for a loan in the estimated amount of \$4,255,000 for such purposes; and

WHEREAS, OWRB has approved a loan to the Authority in an aggregate principal amount not to exceed \$4,255,000 for the purpose of financing the Project; and

WHEREAS, the Authority has determined to accept the loan from OWRB and in order to evidence such loan, issue its Clean Water SRF Promissory Note to OWRB (the "Series 2019A CWSRF Note"), said obligation to be secured by a pledge of revenue derived by the Authority from its operation of the City's water, sanitary sewer and solid waste disposal systems (hereinafter collectively, the "System") and certain sales tax revenue of the City paid over to the Authority (the "Sales Tax Revenue").

NOW, THEREFORE, BE IT RESOLVED:

Section 1. Issuance of Note. The Authority is hereby authorized to accept a loan from OWRB in principal amount not to exceed \$4,255,000 for the purpose of financing the Lynn Lane Basin Project and in order to evidence such loan to issue its Series 2019A CWSRF Note in said principal amount payable to the order of OWRB and to secure payment of said Note with a pledge of revenue derived from the operation of the System and Sales Tax Revenue, provided, however, the lien on such revenues securing said Note shall be subject and subordinate in all respects to the lien thereon securing the Authority's (i) Series 2012 Promissory Note to OWRB issued in the principal amount of \$29,755,000, (ii) Series 2015 Promissory Note to OWRB in the principal amount of \$11,900,000, (iii) Series 2017A Promissory Note to OWRB in the principal amount of \$6,505,000 and (iv) Series 2017B Promissory Note to OWRB in the principal amount of \$18,565,000 and (v) Series 2018A Promissory Note in the principal amount of \$19,770,000, but pari-passu with other outstanding OWRB State Revolving Fund loans.

Section 2. Execution of Documents. The Authority hereby approves the following financing documents and authorizes the Chairman, or in the event of his absence or incapacity, the Vice Chairman, in said officer's sole discretion to approve such modifications, additions, deletions or other changes thereto as may be requested or required to obtain the loan described herein and further authorizes said officers to execute and deliver such documents for and on behalf of the Authority, together with any additional documents, instruments or certificates necessary or attendant to the closing of said loan:

(i) Loan Agreement for Clean Water SRF Loan by and between the Authority and the OWRB pertaining to the Series 2019A CWSRF Note (the "Series 2019A CWSRF Loan Agreement");

(ii) Security Agreement between the Authority and OWRB pertaining to the Series 2019A CWSRF Note (the "Series 2019A CWSRF Security Agreement"); and

(iii) Trust Agreement between the Authority and BOKF, NA, as Trustee.

Section 3. Designation of Local Trustee. The Borrower hereby designates BOKF, NA, to serve as Local Trustee of certain funds in relation to the Series 2019A CWSRF Note.

Section 4. Covenants of Borrower. Until the Series 2019A CWSRF Note has been paid in full and all obligations owing to OWRB under the Series 2019A CWSRF Loan Agreement and the instruments executed pursuant hereto have been performed and satisfied, unless OWRB shall otherwise consent in writing, the Authority hereby represents its intent to abide by and carry out the covenants contained in the Series 2019A CWSRF Loan Agreement and Series 2019A CWSRF Security Agreement, including particularly but not limited to, the covenants in Section 2.4(G) of the Series 2019A CWSRF Loan Agreement, which covenants are incorporated herein in their entirety.



Section 5. Ratification of Lease Agreement and Security Agreement. The Lease Agreement and Operation and Maintenance Contract dated as of August 1, 1979, between the City and the Authority (the "Lease"), whereby the City leases the System to the Authority and whereby the Authority agrees to operate and maintain said System, and the Security Agreement dated as of June 1, 1992, between the City and the Authority whereby the City, in consideration for the Authority's agreement to issue certain obligations for the benefit of the City and to operate and maintain the System for the benefit of the City, agrees to annually appropriate and pay all sales tax proceeds derived from City Ordinance 714 over to the Authority to be used exclusively for the purposes set out in said Ordinance, are hereby ratified and confirmed and the terms of said Lease and Security Agreement are hereby extended until the Series 2019A CWSRF Note is paid in full.

Section 6. Fees and Expenses. Upon closing of the loan transaction described herein, the Chairman or Vice Chairman of the Authority is hereby authorized to disburse (from loan proceeds or other available funds of the Authority) to the Authority's Financial Advisor, Bond Counsel and Trustee and OWRB their respective fees and expenses relative to the issuance of the Series 2019A CWSRF Note, all as to be more fully set out in a Closing Order of the Authority to be executed and delivered upon issuance of said Note.

Section 7. Necessary Action. The Chairman, Vice Chairman, Secretary and Assistant Secretary of the Authority are hereby authorized to approve disbursement of the proceeds of the Series 2019A CWSRF Note; to accept, receive, execute, attest, seal and deliver all documentation, certifications and instruments and to take such further actions as may be required in connection with the transaction contemplated hereby for and on behalf of the Authority, the execution and delivery of such documents being conclusive as to the approval of any terms contained therein.

ADOPTED AND APPROVED THIS 15TH DAY OF JANUARY, 2019.

BROKEN ARROW MUNICIPAL AUTHORITY

(SEAL)

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Chairman

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Secretary

CERTIFICATE  
OF  
AUTHORITY ACTION

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the Broken Arrow Municipal Authority.

I further certify that the Trustees of the Broken Arrow Municipal Authority held a Regular Meeting at 6:30 p.m. on January \_\_, 2019, following notice duly given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said Trustees at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that listed below are those Trustees present and absent at said meeting; the individuals making and seconding the motion that said Resolution be passed and approved, and those voting for and against said motion:

TRUSTEES PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 15TH DAY OF JANUARY, 2019.

BROKEN ARROW MUNICIPAL AUTHORITY

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Secretary