

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

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

Tuesday, April 2, 2019

Council Chambers 220 South 1st Street Broken Arrow, OK

### NOTICE OF AGENDA OF RESCHEDULED MEETING

### TIME: Immediately following the City Council Meeting which begins at 5:30 p.m.

- 1. Call to Order
- 2. Roll Call

### 3. Consideration of Consent Agenda

| А. | <u>19-31</u>        | Approval of the Broken Arrow Municipal Authority Meeting Minutes of March 19, 2019  |
|----|---------------------|---|
|    | Attachments:        | 03-19-2019 BAMA Minutes   |
| В. | <u>19-396</u>       | Acknowledgement of submittal of the Broken Arrow Municipal Authority's<br>Water Supply Report for the month of February 2019                    |
|    | Attachments:        | Total Water Report-February 2019  |
| C. | <u>19-397</u>       | Acknowledgement of submittal of the Broken Arrow Municipal Authority's<br>Wastewater Discharge Monitoring Report for the month of February 2019 |
|    | <u>Attachments:</u> | February Discharge Monitoring Report  |
|    |                     | February Monthly Operational Report   |
| D. | <u>19-392</u>       | Approval of and authorization to execute an Extension of Agreement with WasteZero for the purchase and distribution of refuse bags              |
|    | Attachments:        | 14.139 WZ agreement sixth extension   |
|    |                     | 14.139 WZ Proposal origina  |
| E. | <u>18-1427</u>      | Approval of the Broken Arrow Municipal Authority Claims List for April 02, 2019   |
|    | Attachments:        | <u>04-02-19 BAMA CL.pdf</u>   |

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

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

### 6. General Authority Business

A. <u>19-390</u> Consideration, discussion, and possible approval of Resolution No. 1191, a Resolution of the Broken Arrow Municipal Authority (BAMA), an Oklahoma Public Trust of which the City of Broken Arrow is the sole beneficiary, declaring approximately 80 acres of land situated at 21500 East 96th Street, with the City of Broken Arrow, Wagoner County, State of Oklahoma, surplus and authorizing transfer to the City of Broken Arrow; and approving and authorizing the execution of certain documents necessary to accomplish the declaration of surplus and transfer of title, including a General Warranty Deed; and containing other provisions relating thereto

### Attachments: Res. No. 1191 BAMA surplus Brother Property to City

- B. <u>19-394</u> Approval of and authorization to execute Resolution No. 1202, a Resolution agreeing to file application with the Oklahoma Water Resources Board (OWRB) for financial assistance through the Clean Water State Revolving Fund (CWSRF) with the loan proceeds being for the purpose of paying for costs related to construction of capital improvements at the Haikey Creek Wastewater Treatment Plant and Haikey Creek Lift Station; Approving the payment of an application fee; Designating Legal and Financial Professionals to assist in the application process and approving contracts for such services; Authorizing the Chairman and Secretary to execute certain application documents; And containing other provisions related thereto
  - Attachments:
     04-02-19 Resolution No. 1202.docx

     04-02-19 Kiser Legal Services Agreement.pdf

     04-02-19 MFS Financial Services Agreement.pdf
- 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 \_\_\_\_\_\_

City Clerk



### **Request for Action**

### File #: 19-31, Version: 1

### Broken Arrow Municipal Authority Meeting of: 04-02-2019

### Title:

Approval of the Broken Arrow Municipal Authority Meeting Minutes of March 19, 2019

### **Background:**

Minutes recorded for the Broken Arrow Municipal Authority Meeting.

| Cost:                           | \$36.48   |
|---------------------------------|---|
| Funding Source:                 | City Clerk Operational Fund   |
| <b>Requested By:</b>            | Russell Gale, Assistant City Manager of Administration              |
| Approved By:                    | Michael L. Spurgeon, City Manager                                   |
| Attachments:<br>Recommendation: | 03 19 19 BAMA Meeting minutes                                       |
|                                 | of March 19, 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<br>Vice Chair Scott Eudey<br>Trustee Mike Lester<br>Trustee Johnnie Parks<br>Trustee Debra Wimpee   |
|----------------|-----------------------|--|
| Tuesda         | y, March 1            | 19, 2019 Council Chambers  |
| 1. Cal         | to Order              | Chairperson Craig Thurmond called the meeting to order at approximately 7:33 p.m.  |
| 2. Roll<br>Pro | Call<br>esent: 5 -    | Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond  |
| 3. Con         | sideration            | of Consent Agenda<br>Chairperson Thurmond asked if there were any items to be removed from the Consent Agenda.<br>There were none.   |
| Ay             | e: 5 -                | MOTION: A motion was made by Mike Lester, seconded by Debra Wimpee.<br><b>Move to approve the Consent Agenda</b><br>The motion carried by the following vote:<br>Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond |
| А.             | 19-30                 | Approval of the Broken Arrow Municipal Authority Meeting Minutes of March 5, 2019  |
| В.             | 19-346                | Approval of and authorization to execute Change Order CO4 for Construction<br>Contract 165420/165423; Lynn Lane Wastewater Treatment Plant Headworks<br>Improvements   |
| C.             | 19-333                | Award the most advantageous bid to Yellowhouse Machinery for the purchase of one (1) mini excavator and accessories to be used by Utilities construction field crews for the installation of water and sewer main lines                |
| D.             | 18-1424               | Approval of the Broken Arrow Municipal Authority Claims List for March 19, 2019  |
| 4. Cor         | sideration            | of Items Removed from Consent Agenda<br>There were no items removed from the Consent Agenda. No action was required or taken.  |
| 5. Pub<br>A.   | lic Hearing<br>19-279 | s, Appeals, Presentations, Recognitions, Awards<br>Presentation regarding an update of the Lynn Lane Wastewater Treatment Plant<br>Headworks Improvements  |

Utilities Director, Charles Vokes, stated he was pleased to update the Authority on the \$9.8 million dollar Headworks Improvements project at the Lynn Lane Wastewater Treatment Plant. He displayed a chart which illustrated the Lynn Lane WWTP Flow Schematic. He indicated the reasons for the improvements included 30-year-old equipment and electrical gear which needed updating, bad odors emanating from the Headworks area, and the requirement of an additional 100 foot barrier between the processing area and the fence line. He stated at this point the pumps, screening and grit washing systems had been installed. He noted a bio-filter was installed for odor control. He indicated the project began in February 2018 and displayed photos which illustrated the project's process. He stated the final Plant

improvements would be completed early in June, but the Plant would be open and running in early May.

Vice Chair Scott Eudey asked about the screening facilities. Mr. Vokes responded there would be one large screening facility contained within the building. He explained it was a state of the art screening and grit removal system. Vice Chair Eudey stated there used to be two screening facilities on the property and asked if these would be demolished. Mr. Vokes responded in the affirmative. Vice Chair Eudey asked if the new single screening facility was larger than the previous screening facilities. Mr. Vokes responded in the affirmative; it was very large and had a built-in washing system. Vice Chair Eudey stated he was excited about these improvements.

Trustee Johnnie Parks asked if the screening facility had been moved farther south toward the river. Mr. Vokes responded in the affirmative; it had been relocated more centrally on the property.

Director of Engineering Alex Mills commended Jeff Westfall, Stacy White, Roger Hughes and Tim Robins for efforts regarding this project.

#### 6. General Authority Business

A.

19-296 Consideration, discussion, and possible approval to reject all bids for construction of the County Line Trunk Sewer - Phase 1 (Project No. S.1609) and find that the best interests of the Broken Arrow Municipal Authority will be served by the rejection

Director of Engineering, Alex Mills, reported this item was advertised on February 4, 2019 and February 11, 2019, a mandatory pre-bid meeting was held on February 12, 2019 and bids were opened on February 26, 2019. He noted 6 bids were received, 4 bids were responsive, but unfortunately the lowest of the responsive bids was considerably higher than the budget. He stated staff recommended BAMA reject all bids, after which staff would make some design modifications to the plans including different material options and an extended time line. He indicated the bidding process would be reviewed at the pre-bid meeting as the competitive bid was unresponsive due to lack of bid process understanding. He stated he also believed a large project in Texas, which was being bid at the same time as this project, affected the number of bids received. He asked for approval to reject the bids.

Vice Chair Eudey asked if Mr. Mills believed there was sufficient time to reject these bids, readvertise and achieve project completion prior to the September 1, 2020 deadline. Mr. Mills responded in the affirmative. City Manager Spurgeon asked what the estimated cost of the project was. Mr. Mills responded \$15 million dollars was budgeted for the first phase of the project and the lowest responsive bid was \$16 million dollars. He stated the entire project was budgeted at approximately \$20 million dollars. He stated the County Line Trunk Sewer would be laid from the Wastewater Treatment Plant up to the Creek Turnpike in the first phase.

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

Move to reject all bids for construction of the County Line Trunk Sewer - Phase 1 (Project No. S.1609) and find that the best interests of the Broken Arrow Municipal Authority will be served by the rejection

The motion carried by the following vote:

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

At approximately 7:45 p.m. Chairperson Thurmond stated there was an executive session for Broken Arrow Municipal Authority; therefore, he would entertain a motion to recess the meeting and enter into Broken Arrow Economic Development Authority.

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

Move for a recess to meet for BAEDA

The motion carried by the following vote:

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

At approximately 9:19 p.m. Chairperson Thurmond reconvened the regular session of the Broken Arrow Municipal Authority Meeting. He stated there was an Executive Session and he would entertain a motion to enter into the Executive Session.

MOTION: A motion was made by Mike Lester, seconded by Scott Eudey. **Move to enter into the Executive Session** The motion carried by the following vote: Data Winesen Mike Lester Sectt Ender Crais Theorem

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, the City Attorney and any other pertinent staff members discussing and conferring on matters pertaining to:

1. Pending investigation, claim, possible litigation or action involving a Lease Purchase Agreement between the Broken Arrow Municipal Authority and Gerald Mark Brother and discussing related purchase or appraisal of a real property located near Florence Street (111th Street) and Aspen Avenue (145th East Avenue) pursuant 25 O.S. §307(B)(3)(4);

In the opinion of the City Attorney, the Authority is advised that the Executive Session is necessary to process the pending claim, litigation and possible litigation and that disclosure will seriously impair the ability of the public body to process the claim or conduct a pending investigation, litigation or proceeding 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.

| Aye:       | 5 -   | MOTION: A motion was made by Scott Eudey, seconded by Mike Lester.<br><b>Move to find the Executive Session necessary</b><br>The motion carried by the following vote:<br>Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond |
|------------|-------|---|
| 8. Adjourr | nment | The meeting adjourned at approximately 9:22 p.m.  |
|            |       | MOTION: A motion was made by Johnnie Parks, seconded by Scott Eudey.  |

Move to adjourn

The motion carried by the following vote:

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

Attest:

Chairman

Secretary



### **Request for Action**

### File #: 19-396, Version: 1

### Broken Arrow Municipal Authority Meeting of: 04-02-2019

Title:

Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of February 2019

### **Background:**

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

The Average Day usage through the end of February is 8.3 MGD. Total water treated at the plant up to the end of February is 232.5 million gallons (MG). Total water purchased from Tulsa for the month of February is 0.4 MG.

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

| Cost:                | None                              |
|----------------------|-----------------------------------|
| Funding Source:      | None                              |
| <b>Requested By:</b> | Charles Vokes, Utilities Director |
| Approved By:         | Michael L. Spurgeon, City Manager |
| Attachments:         | Total Water Usage-February 2019   |

### **Recommendation:**

Acknowledge submittal of the Monthly Water Usage Report.

|                  |            |            |                       | Total | Water   | Usage                                   | - 2019 |     |     |     |     |     |  |  |
|------------------|------------|------------|-----------------------|-------|---|---|--------|-----|-----|-----|-----|-----|--|--|
| Day\Mon          | Jan        | Feb        | Mar                   | Apr   | Мау   | Jun                                     | Jul    | Aug | Sep | Oct | Nov | Dec |  |  |
| 1                | 7.8        | 8.2        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 2                | 8.5        | 8.4        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 3                | 7.7        | 8.8        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 4                | 8.4        | 8.8        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 5                | 9.3        | 8.1        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 6                | 9.9        | 8.5        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 7                | 8.3        | 7.8        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 8                | 8.0        | 8.5        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 9                | 8.6        | 8.4        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 10               | 7.8        | 8.4        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 11               | 7.3        | 8.2        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 12               | 8.0        | 8.4        |                       |       |   | <b> </b>                                |        |     |     |     |     |     |  |  |
| 13               | 8.0        | 8.1        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 14               | 8.6        | 8.4        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 15               | 7.2        | 8.3        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 16               | 8.0        | 8.0        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 17<br>18         | 8.9<br>7.8 | 8.5<br>8.5 |                       |       |   |   |        |     |     |     |     |     |  |  |
| 18               | 7.8        | 8.5<br>8.1 |                       |       |   |   |        |     |     |     |     |     |  |  |
| 20               | 9.2        | 8.4        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 20               | 9.2<br>7.7 | 8.4<br>8.1 |                       |       |   |   |        |     |     |     |     |     |  |  |
| 21               | 8.5        | 8.0        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 23               | 7.7        | 8.4        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 23               | 9.0        | 8.7        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 25               | 7.3        | 8.2        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 26               | 9.0        | 8.2        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 27               | 8.1        | 8.0        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 28               | 8.3        | 8.1        |                       |       |   |   |        |     |     |     |     |     |  |  |
| 29               | 8.2        | _          |                       |       |   |   |        |     |     |     |     |     |  |  |
| 30               | 8.2        |            |                       |       |   |   |        |     |     |     |     |     |  |  |
| 31               | 8.1        |            |                       |       |   |   |        |     |     |     |     |     |  |  |
| Mon. Total       | 254.6      | 232.5      |                       |       |   |   |        |     |     |     |     |     |  |  |
| Plant Avg. Day   | 8.2        | 8.3        |                       |       | •   |   |        |     |     |     | •   |     |  |  |
| Monthly Purchase | 0.5        | 0.4        |                       |       |   |   |        |     |     |     |     |     |  |  |
| Total Month      | 255.1      | 232.9      |                       |       |   |   |        |     |     |     |     |     |  |  |
| Total Avg. Day   | 8.2        | 8.3        |                       |       |   |   |        |     |     |     |     |     |  |  |
| Verdig           | gris Finis | shed Wat   | er (MG):              | 48    | 487.1 Plant Annual Max. Day (MGD): <u>9.9</u> |   |        |     |     |     |     |     |  |  |
| Tulsa            | Purcha     | se Water   | (MG) <sup>(1)</sup> : | 0     | .8  | Plant Annual Avg. Day (MGD): 8.3        |        |     |     |     |     |     |  |  |
| Τα               | tal Finis  | hed Wate   | er (MG):              | 48    | 7.9   | Plant Annual Min. Day (MGD): 7.2        |        |     |     |     |     |     |  |  |
|                  |            |            |                       |       |   | Total System Annual Avg. Day (MGD): 8.3 |        |     |     |     |     |     |  |  |

Notes:

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

Prepared by: Jimmy Helms Water Plant Manager 3/27/2019



### **Request for Action**

### File #: 19-397, Version: 1

### Broken Arrow Municipal Authority Meeting of: 04-02-2019

### Title:

Acknowledgement of submittal of the Broken Arrow Municipal Authority's Wastewater Discharge Monitoring Report for the month of February 2019

### **Background:**

In an effort to provide the Authority and the Public more information with respect to our community's wastewater collection and treatment at the City's Lynn Lane Wastewater Treatment Plant, the Utilities Department staff is attaching a copy of the February 2019 Oklahoma Department of Environmental Quality (ODEQ) Discharge Monitoring Report (DMR) submitted to ODEQ on March 15, 2019.

Over the course of the month of February 2019, the total wastewater collected, treated and discharged is 92.97 million gallons (MG). The average flow was 3.175 MG.

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

| Cost:                | None  |
|----------------------|---|
| Funding Source:      | None  |
| <b>Requested By:</b> | Charles Vokes, Utilities Director   |
| Approved By:         | Michael L. Spurgeon, City Manager   |
| Attachments:         | February Discharge Monitoring Report<br>February Monthly Operational Report |

### **Recommendation:**

Acknowledgement of submittal of the Monthly Discharge Monitoring Report.

#### National Pollutant Discharge Elimination System (NPDES) Oklahoma Department of Environmental Quality Discharge Monitoring Report (DMR) PERMITTEE NAME: Broken Arrow, City of PERMIT NUMBER: OK0040053 MAILING NESESES11T17NR14EIM MONITORING 001A COUNTY: Tulsa ADDRESS: Broken Arrow, OK 74013 POINT: Broken Arrow WWT FACILITY: LOCATION: NESESES11T17NR14EIM Monitoring 2019-02-01To: 2019-02-28 NO DISCHARGE FROM SITE: ()Broken Arrow, OK 74013 Period : Parameter **Ouantity or Loading** Units **Quality or Concentration** Units No. Frequency of Sample Average Maximum Minimum Average Maximum Ex. Analysis Type BOD, 5-DAY (20 DEG, C) 348.86 \*\*\*\*\* \*\*\*\*\* Sample 13.05 16.80 0 Five Per Week COMP12 Measurement 26 19 PARAM CODE: 00310 2001.6 \*\*\*\*\* Permit lbs/day \*\*\*\*\* 30 45 mg/1 Five Per Week COMP12 Stage Code: 1 Requirement Monthly Average Monthly Average Weekly Average Effluent Gross PH \*\*\*\*\* Sample \*\*\*\*\* \*\*\*\*\* 7.1 7.5 0 GRAB Daily Measurement 12 PARAM CODE: 00400 \*\*\*\*\* \*\*\*\*\* \*\*\*\*\* Permit 6.5 9.0 S.U. Daily GRAB Stage Code: 1 Requirement Minimum Maximum Effluent Gross SOLIDS, TOTAL SUSPENDED \*\*\*\*\* \*\*\*\*\* Sample 167.95 6.30 8.20 0 Five Per Week COMP12 Measurement 26 19 PARAM CODE: 00530 \*\*\*\*\* Permit 2001.6 \*\*\*\*\* 30 45 bs/dav mg/1 Five Per Week COMP12 Stage Code: 1 Requirement Monthly Average Monthly Average Weekly Average Effluent Gross FLOW, IN CONDUIT OR THRU 3.175 \*\*\*\*\* \*\*\*\*\* Sample 3.578 \*\*\*\*\* 0 TOTALZ Daily TREATMENT PLANT Measurement 03 PARAM CODE: 50050 Permit MGD \*\*\*\*\* Report \*\*\*\*\* \*\*\*\*\* Report Daily TOTALZ Stage Code: 1 Requirement Monthly Average Maximum Daily Effluent Gross \*\*\*\*\* CHLORINE, TOTAL RESIDUAL Sample \*\*\*\*\* \*\*\*\*\* \*\*\*\*\* 0.98 GRAB 1 Daily Measurement 19 PARAM CODE: 50060 \*\*\*\*\* \*\*\*\*\* \*\*\*\*\* \*\*\*\*\* Permit 0.099 Daily GRAB mg/l Stage Code: A Requirement Instantaneous Disinfection, Process Complete Maximum E.COLI \*\*\*\*\* Sample \*\*\*\*\* \*\*\*\*\* 4.0 21.0 Weekly GRAB 0 Measurement 30 PARAM CODE: 51040 \*\*\*\*\* \*\*\*\*\* \*\*\*\*\* MPN/100mL Permit 630 2030 Weekly GRAB Stage Code: 1 Requirement Geometric Mean Maximum Daily Effluent Gross SOLIDS, TOTAL DISSOLVED-13211 \*\*\*\*\* \*\*\*\*\* Sample 510 510 0 COMP12 Monthly 180 DEG.C Measurement 26 19 PARAM CODE: 70300 Permit 77929 \*\*\*\*\* \*\*\*\*\* lbs/day 1168 1168 mg/l COMP12 Monthly Stage Code: 1 Requirement Monthly Average Monthly Average Maximum Daily Effluent Gross I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE DEFORMATION SUBMITTED. Name/Title of Principal Executive Signature of Principal Executive Telephone No Officer Or Authorized Agent BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE Officer Or Authorized Agent INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE 1 AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRIONMENT FOR KNOWING WRRF Mgr. David Handy 918-455-4762 VIOLATIONS.

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

| PERMITTEE NAM<br>MAILING<br>ADDRESS:<br>FACILITY:    | NESESES1                          | row, City of<br>1T17NR14EIM<br>row, OK 74013 | Oklahoma Department  | Pollutant Dischar<br>of Environmental<br>R: <i>OK0040053</i><br>001A | <br>Quality Di                   | •  | toring Report (DM        |                              | )<br>Tulsa |     |              |         |  |  |  |
|--|-----------------------------------|--|--|--|----------------------------------|--|--------------------------|------------------------------|------------|-----|--------------|---------|--|--|--|
| LOCATION:  |                                   | 1T17NR14EIM<br>row, OK 74013                 | Monitoring<br>Period :   | <u>2019-02-01</u> To:  | 2019-02-28                       | NO DISC  | CHARGE FROM SIT          | E: ()                        |            |     |              |         |  |  |  |
| Param  | eter                              |  | Quantity or  | Loading  | Units                            | Quality o  | r Concentration          |                              | Units      | No. | Frequency of | Sample  |  |  |  |
| A Constant   | Sector Star                       | Constant State                               | Average  | Maximum  |                                  | Minimum  | Average                  | Maximum                      | 1. 1. 1.   | Ex. | Analysis     | Туре    |  |  |  |
| MERCURY, TOTA  |                                   | Sample<br>Measurement                        | 0.0013   | *****  | 26                               | ****   | < 0.05                   | < 0.05                       | 28         | 0   | Monthly      | COMP12  |  |  |  |
| PARAM CODE: 71900<br>Stage Code: 1<br>Effluent Gross |                                   | Permit<br>Requirement                        | 0.0635<br>Monthly Average  | *****  | lbs/day                          | *****  | 0.952<br>Monthly Average | 1.9<br>Maximum Daily         | ug/1       |     | Monthly      | COMP12  |  |  |  |
| Name/Title of Pr<br>Officer Or Au                    | incipal Executi<br>thorized Agent | ACCORDANCE WIT<br>BASED ON MY INQ            | PENALTY OF LAW THAT THIS DOCUME<br>IN A SYSTEM DESIGNED TO ASSURE T<br>JURY OF THE PERSON OR PERSONS W | hat qualified personnel<br>no manage the system, o                   | PROPERLY GATE<br>OR THOSE PERSON | ER AND EVALUATE THE STATE THE STATE THE STATE OF STATES AND A STATES AND | E DFORMATION SUBMITTED.  | Signature of I<br>Officer Or | -          |     |              | hone No |  |  |  |
|  | F Mgr.                            | THERE ARE SIGNIF:<br>VIOLATIONS.             | E DIFORMATION SUBMITTED IS, TO THE<br>CAN'T PENALTIES FOR SUBMITTING F.                                | ALSE INFORMATION, INCLUI   | Dav                              | rid Han  | 918-4                    | 918-455-4762                 |            |     |              |         |  |  |  |

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here)

Page 2

On February 23, 2019, the Total Residual Chlorine was first measured at 0.98 mg/L. The operator on duty switched the sodium bisulfite pumps from No. 1 to No. 2. A drawdown was performed on Pump No. 1 and was operating correctly. The CL17 chlorine analyzer did not detect a high level of chlorine previously to the time of sample nor after, as the alarm setpoint is set at 0.08 mg/L. There was no alarm callout previously. The operator sampled for a second time, 30 minutes after the first and the TRC was <0.03 mg/L. We feel the error was made in the performance of the test. The operator was re-trained on the Standard Operating Procedure for TRC.



### MONTHLY OPERATIONAL REPORT

City of Broken Arrow Lynn Lane Wastewater Treatment Facility February-19

|      |            |    | WEA  | THER                |               |              |    | INFI | LUENT |                 |               |               |                  | OX                |                | DITCH          |                   |              |             | SLUDGE             |                         | Ι  |                |               |              |     |      |               | FINAL E      | FFLUENT       |              |         |              |        |   |
|------|------------|----|------|---------------------|---------------|--------------|----|------|-------|-----------------|---------------|---------------|------------------|-------------------|----------------|----------------|-------------------|--------------|-------------|--------------------|-------------------------|----|----------------|---------------|--------------|-----|------|---------------|--------------|---------------|--------------|---------|--------------|--------|---|
| Date | Day        | ۰F | Rain | Cloud<br>Conditions | Flow<br>(MGD) | RAS<br>(MGD) | °C | pН   | Alk.  | Sett.<br>Solids | TSS<br>(mg/L) | BOD<br>(mg/L) | D.O.<br>( mg/L ) | 30 Min.<br>Settl. | SVI<br>(ml/gm) | MLSS<br>(mg/L) | SI. Age<br>(Days) | WAS<br>(MGD) | CAKE<br>(%) | LANDFILL<br>(Tons) | LANDFILL<br>(D.M. Tons) | °C | D.O.<br>(mg/L) | TDS<br>(mg/L) | TDS<br>(lbs) | pH  | Alk. | TSS<br>(mg/L) | TSS<br>(lbs) | BOD<br>(mg/L) | BOD<br>(lbs) | Hg      | Hg<br>(lbs.) | E.Coli |   |
| 1    | Fri        | 52 | 0.00 | cloudy              | 3.108         | 3.688        | 15 | 7.4  | 265   | 17              | 382           | 400           | 0.4              | 410               | 161            | 2,550          | 9                 | 0.212        | 15          | 39.95              | 5.81                    | 14 | 8.2            |               |              | 7.1 | 134  |               |              |               |              |         | 1            |        | T |
| 2    | Sat        | 65 | 0.00 | cloudy              | 3.025         | 3.640        | 17 | 7.3  | 255   | 14              |               |               | 0.4              | 400               |                |                |                   | 0.219        |             |                    |                         | 17 | 8.2            |               |              | 7.3 | 150  |               |              |               |              |         |              |        |   |
| 3    | Sun        | 67 | 0.00 | cloudy              | 3.106         | 3.629        | 17 | 7.3  | 275   | 17              |               |               | 0.3              | 410               |                |                |                   | 0.219        |             |                    |                         | 18 | 8.0            | 510           | 13,211       | 7.3 | 164  | 32.00         | 828.93       | 8.00          | 207.23       | 0.00005 | 0.0013       |        | ( |
| 4    | Mon        | 64 | 0.00 | p cloudy            | 3.198         | 3.599        | 16 | 7.3  | 274   | 17              | 274           | 256           | 0.2              | 350               | 164            | 2,129          | 10                | 0.215        | 16          | 22.68              | 3.52                    | 16 | 8.0            |               |              | 7.2 | 164  | 2.00          | 53.34        | 7.00          | 186.70       |         |              |        | ( |
| 5    | Tue        | 42 | 0.01 | cloudy              | 3.113         | 3.802        | 16 | 7.2  | 249   | 21              | 258           | 399           | 0.3              | 450               | 192            | 2,343          | 12                | 0.207        | 16          | 41.57              | 6.45                    | 15 | 8.1            |               |              | 7.3 | 177  | 2.00          | 51.92        | 9.00          | 233.66       |         |              | 1.0    | 1 |
| 6    | Wed        | 40 | 0.03 | cloudy              | 3.018         | 3.776        | 15 | 7.3  | 253   | 17              | 224           | 297           | 0.4              | 410               | 195            | 2,100          | 12                | 0.213        | 16          | 41.84              | 6.49                    | 15 | 8.3            |               |              | 7.3 | 178  | 2.00          | 50.34        | 10.00         | 251.70       |         |              |        |   |
| 7    | Thur       | 39 | 0.63 | cloudy              | 3.118         | 3.511        | 15 | 7.3  | 258   | 19              | 240           | 302           | 0.5              | 420               | 189            | 2,221          | 12                | 0.217        | 15          | 40.99              | 5.97                    | 13 | 8.1            |               |              | 7.3 | 164  | 3.00          | 78.01        | 11.00         | 286.05       |         |              |        |   |
| 8    | Fri        | 32 | 0.01 | cloudy              | 3.262         | 3.429        | 14 | 7.3  | 267   | 18              | 260           | 360           | 0.7              | 360               | 156            | 2,307          | 11                | 0.213        | 15          | 22.10              | 3.22                    | 13 | 8.5            |               |              | 7.3 | 154  |               |              |               |              |         |              |        |   |
| 9    | Sat        | 40 | 0.00 | cloudy              | 2.984         | 3.192        | 15 | 7.4  | 264   | 20              |               |               | 2.0              | 430               |                |                |                   | 0.207        |             |                    |                         | 13 | 8.5            |               |              | 7.2 | 144  |               |              |               |              |         |              |        |   |
| 10   | Sun        | 43 | 0.00 | cloudy              | 3.046         | 3.240        | 15 | 7.3  | 256   | 18              |               |               | 1.9              | 430               |                |                |                   | 0.194        |             | service and        |                         | 14 | 8.2            |               |              | 7.2 | 133  | 5.00          | 127.02       | 17.00         | 431.86       |         |              |        |   |
| 11   | Mon        | 51 | 0.60 | cloudy              | 3.148         | 3.352        | 17 | 7.3  | 260   | 17              | 272           | 269           | 0.2              | 420               | 161            | 2,610          | 12                | 0.194        | 16          | 40.40              | 6.27                    | 17 | 8.1            |               |              | 7.3 | 154  | 4.00          | 105.02       | 11.00         | 288.80       |         |              |        |   |
| 12   | Tue        | 52 | 0.06 | clear               | 3.551         | 3.538        | 17 | 7.3  | 226   | 15              | 322           | 319           | 0.4              | 420               | 186            | 2,260          | 8                 | 0.222        | 16          | 37.79              | 5.87                    | 16 | 8.2            |               |              | 7.2 | 164  | 6.00          | 177.69       | 12.00         | 355.38       |         |              | 12.0   |   |
| 13   | Wed        | 63 | 0.00 | clear               | 3.578         | 4.880        | 17 | 7.5  | 260   | 15              | 216           | 195           | 0.5              | 500               | 234            | 2,140          | 11                | 0.211        | 16          | 24.03              | 3.73                    | 17 | 8.4            |               |              | 7.2 | 131  | 6.00          | 179.04       | 9.00          | 268.56       |         |              |        | 1 |
| 14   | Thur       | 69 | 0.00 | cloudy              | 3.392         | 4.912        | 15 | 7.2  | 273   | 13              | 258           | 231           | 0.2              | 430               | 194            | 2,222          | 10                | 0.210        | 16          | 41.57              | 6.45                    | 15 | 8.1            |               |              | 7.1 | 139  | 5.00          | 141.45       | 13.00         | 367.76       |         |              |        | 1 |
| 15   | Fri        | 36 | 0.02 | cloudy              | 3.189         | 4.992        | 15 | 7.3  | 268   | 18              | 258           | 358           | 0.3              | 370               | 179            | 2,071          | 10                | 0.205        |             |                    |                         | 15 | 8.0            |               |              | 7.2 | 157  |               |              |               |              |         |              |        | 1 |
| 16   | Sat        | 38 | 0.01 | cloudy              | 3.040         | 4.830        | 16 | 7.3  | 261   | 18              |               |               | 0.3              | 600               |                |                |                   | 0.211        |             |                    |                         | 16 | 6.5            |               |              | 7.3 | 180  |               |              |               |              |         |              |        | 1 |
| 17   | Sun        | 45 | 0.01 | cloudy              | 3.090         | 5.001        | 16 | 7.4  | 262   | 17              |               |               | 0.3              | 680               |                |                |                   | 0.214        |             |                    |                         | 16 | 7.9            |               |              | 7.4 | 190  | 6.00          | 154.62       | 12.00         | 309.25       |         |              |        | 1 |
| 18   | Mon        | 38 | 0.00 | cloudy              | 3.139         | 4.956        | 16 | 7.4  | 269   | 19              | 240           | 227           | 0.3              | 570               | 204            | 2,800          | 15                | 0.211        | 15          | 38.92              | 5.66                    | 15 | 8.5            |               |              | 7.3 | 177  | 5.00          | 130.90       | 13.00         | 340.33       |         |              |        | 1 |
| 19   | Tue        | 35 | 0.00 | cloudy              | 3.145         | 4.945        | 14 | 7.2  | 261   | 19              | 354           | 311           | 0.3              | 540               | 190            | 2,840          | 10                | 0.211        | 15          | 40.07              | 5.83                    | 13 | 8.2            |               |              | 7.2 | 180  | 6.00          | 157.38       | 16.00         | 419.67       |         |              | 1.0    | 1 |
| 20   | Wed        |    |      | cloudy              | 3.231         | 4.967        | 15 | 7.3  | 263   | 17              | 246           | 264           | 0.5              | 550               | 221            | 2,492          | 13                | 0.216        | 15          | 18.14              | 2.64                    | 13 | 8.2            |               |              | 7.2 | 181  | 5.00          | 134.73       | 15.00         | 404.20       |         |              |        | ( |
| 21   | Thur       | 51 | 0.00 | cloudy              | 3.220         | 4.942        | 15 | 7.3  | 261   | 18              | 220           | 289           | 0.3              | 580               | 236            | 2,460          | 14                | 0.217        | 15          | 60.92              | 8.87                    | 14 | 8.1            |               |              | 7.3 | 188  | 5.00          | 134.27       | 14.00         | 375.97       |         |              |        | ( |
| 22   | Fri        | 48 | 0.01 | cloudy              | 3.124         | 5.122        | 15 | 7.4  | 276   | 17              | 238           | 312           | 0.4              | 550               | 235            | 2,345          | 13                | 0.209        | 16          | 20.63              | 3.20                    | 15 | 7.7            |               |              | 7.3 | 195  |               |              |               |              |         |              |        | 1 |
| 23   | Sat        | 64 | 0.08 | cloudy              | 3.029         | 4.916        | 16 | 7.5  | 272   | 20              |               |               | 0.4              | 540               |                |                | *                 | 0.206        |             |                    |                         | 18 | 7.7            |               |              | 7.5 | 218  |               |              |               |              |         |              |        | ( |
| 24   | Sun        | 54 | 0.00 | cloudy              | 3.229         | 4.942        | 16 | 7.5  | 272   | 19              |               |               | 0.6              | 550               |                |                |                   | 0.216        |             |                    |                         | 17 | 8.2            |               |              | 7.4 | 195  | 6.00          | 161.58       | 19.00         | 511.67       |         |              |        | ( |
| 25   | Mon        | 62 | 0.00 | cloudy              | 3.308         | 4.939        | 15 | 7.3  | 275   | 19              | 280           | 283           | 0.6              | 470               | 191            | 2,465          | 11                | 0.216        | 16          | 39.65              | 6.15                    | 14 | 8.3            |               |              | 7.3 | 191  | 6.00          | 165.53       | 18.00         | 496.60       |         |              |        | 1 |
| 26   | Tue        | 65 | 0.00 | cloudy              | 4.557         | 4.209        | 15 | 7.4  | 276   | 20              | 314           | 247           | 0.5              | 410               | 159            | 2,571          | 7                 | 0.212        | 16          | 41.10              | 6.38                    | 15 | 8.2            |               |              | 7.2 | 178  | 6.00          | 159.63       | 17.00         | 452.28       |         |              | 21.0   | ( |
| 27   | Wed        | 44 | 0.02 | cloudy              | 4.476         | 4.198        | 15 | 7.3  | 278   | 20              | 362           | 293           | 0.3              | 360               | 154            | 2,340          | 6                 | 0.207        | 16          | 41.62              | 6.46                    | 14 | 8.1            |               |              | 7.3 | 183  | 6.00          | 159.58       | 16.00         | 425.54       |         |              |        | 1 |
| 28   | Thur       | 26 | 0.00 | cloudy              | 4.548         | 4.143        | 15 | 7.5  | 272   | 20              | 292           | 376           | 0.3              | 450               | 190            | 2,364          | 7                 | 0.213        | 16          | 42.70              | 6.63                    | 13 | 7.4            |               |              | 7.3 | 220  | 8.00          | 208.03       | 14.00         | 364.06       |         |              |        | ( |
| 29   |            |    |      |                     |               |              |    |      |       |                 |               |               |                  |                   |                |                |                   |              |             |                    |                         |    |                |               |              |     |      |               |              |               |              |         |              |        | T |
| 30   |            |    |      |                     |               |              |    |      |       |                 |               |               |                  |                   |                |                |                   |              |             |                    |                         |    |                |               |              |     |      |               |              |               |              |         |              |        | T |
| 31   |            |    |      |                     |               |              |    |      |       |                 |               |               |                  |                   |                |                |                   |              |             |                    |                         |    |                |               |              |     |      |               |              |               |              |         |              | [      | T |
| TOT  | AL :       |    | 1.49 |                     | 92.972        |              |    |      |       |                 |               |               |                  |                   |                |                |                   |              |             | 696.67             | 105.61                  |    |                |               |              |     |      |               |              |               |              |         |              | 4.0    | F |
| MIN  | N :        | 26 | 0.00 |                     | 2.984         | 3.192        | 14 | 7.2  | 226   | 13              | 216           | 195           | 0.2              | 150               | 154            | 2,071          | 6                 | 0.194        | 15          | 35.00              |                         | 13 | 6.5            |               |              | 7.1 | 131  | 2.00          |              | 7.00          |              |         |              | 1.0    | t |
| MA   | <b>X</b> : | 69 | 0.63 |                     | 4.557         | 5.122        | 17 | 7.5  | 278   | 77              | 382           | 400           | 2.0              | 200               | 236            | 2,840          | 15                | 0.222        | 16          | 60.92              | 8.87                    | 18 | 8.5            | 510           |              | 7.5 | 220  | 8.20          |              | 16.80         |              | 0.05000 |              | 21.0   | 1 |
| AV   | G:         | 49 |      |                     | 3.320         | 4.260        | 16 |      |       | 18              | 276           | 299           |                  | 193               | 189            |                |                   | 0.211        | 16          | 36.67              | 5.56                    |    |                | 510           | 13,211       |     |      | 6.30          | 167.95       | 13.05         | 348.86       | 0.05000 | 0.0013       |        | Г |

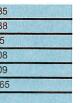
REMARKS :

No data on the weather station for this day

Influent flowmeter was down used the effluent flowmeter number for the Influent flow Operator run test but no issue with the pump and CL2 analyzer didn't pick it up. Not sure if we were out

| Electrical Costs :                     | 22,489.35  |
|--|------------|
| Labor Costs :                          | 53,717.88  |
| Chemicals, Lab Supplies & Services :   | 9,373.25   |
| Repairs, Maint., Services & Admin. :   | 25,666.08  |
| Sludge (Generation & Transportation) : | 20,125.09  |
| TOTAL COSTS :                          | 131,371.65 |
| COST / TRTD. 1000 GAL :                | 1.48       |
|  |            |

|      |        | STREAM SURVEILLANCE |         |        |         |        |        |        |        |            |            |        |
|------|--------|---------------------|---------|--------|---------|--------|--------|--------|--------|------------|------------|--------|
| CI2  | Flow   | °C                  | °C      | D.O.   | D.O.    | pН     | pН     | App.   | App.   | Fec. Coli. | Fec. Coli. | Hrdss. |
| Res  | (MGD)  | Upstr.              | Dnstr.  | Upstr. | Dnstr.  | Upstr. | Dnstr. | Upstr. | Dnstr. | Upstr.     | Dnstr.     | Hrass. |
| 0.03 | 3.108  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.03 | 3.025  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.03 | 3.106  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.03 | 3.198  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.03 | 3.113  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.03 | 3.018  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.03 | 3.118  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.03 | 3.262  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.03 | 2.984  |                     |         |        |         |        | )      |        |        |            |            |        |
| 0.03 | 3.046  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.03 | 3.148  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.03 | 3.551  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.03 | 3.578  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.03 | 3.392  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.03 | 3.189  |                     |         |        |         |        | - 10 I |        |        |            |            |        |
| 0.03 | 3.040  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.03 | 3.090  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.03 | 3.139  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.03 | 3.145  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.03 | 3.231  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.03 | 3.220  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.03 | 3.124  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.98 | 3.029  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.03 | 3.229  | PAR                 | TIAL WI | EEKLYA | AVG.NO. | 's     |        |        |        |            |            |        |
| 0.03 | 3.308  | Date                | Wee     | k No.  | TSS     | BOD    |        |        |        |            |            |        |
| 0.03 | 3.190  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.03 | 3.189  |                     |         |        |         |        |        |        |        |            |            |        |
| 0.03 | 3.118  |                     |         |        |         |        |        |        |        |            |            |        |
|      |        |                     |         |        |         |        |        |        |        |            |            |        |
|      |        |                     |         |        |         |        |        |        |        |            |            |        |
|      |        |                     |         |        |         |        |        |        |        |            |            |        |
|      | 88.888 | TSS                 | 8.20    | 5.20   | 5.40    | 6.40   |        |        |        |            |            |        |
| 0.03 | 2.984  | BOD                 | 9.00    | 12.40  | 14.00   | 16.80  |        |        |        |            |            |        |
| 0.98 | 3.578  |                     |         |        |         |        |        |        |        |            |            |        |
|      | 3.175  |                     |         |        |         |        |        |        |        |            |            |        |



I hereby certify the above to be correct to the best

of my knowledge Signed

Title :

LLWRRF Manager



### **Request for Action**

### File #: 19-392, Version: 1

### Broken Arrow Municipal Authority Meeting of: 04-02-2019

### Title:

Approval of and authorization to execute an Extension of Agreement with WasteZero for the purchase and distribution of refuse bags

### **Background:**

On January 21, 2014, the City Council approved an agreement with WasteZero to supply and distribute City refuse bags to residential refuse customers. The voucher program from WasteZero was put in place to help alleviate several logistical bag distribution issues while also increasing resident convenience. The program has an infrastructure that includes warehousing, inventory tracking and management, retail order processing and fulfillment, retail store delivery, accounting, and reporting, all managed by the program provider, WasteZero.

The current agreement was awarded to WasteZero. The agreement provides vouchers for draw string bags to refuse customers in April and October with bags being available at multiple retail outlets for the duration of the period. The program has proven to be successful as it is popular with residents, has improved convenience and has removed distribution tasks from the workforce allowing them to remain focused on their core functions.

It is time now to consider renewing the agreement for another year. WasteZero is proposing a price increase for the coming year. The total bag cost will increase from \$0.1237267/bag to \$0.127438295/bag, an increase of \$0.003711795/bag. The price includes all supplies, voucher management services, and all inventory, retail store distribution, communications (program website and toll-free customer service line), and other support services. The cost cap in the agreement will also rise to \$565,080 due to an increase in account growth (# of households). This cap protects us in the event redemptions exceed estimates.

Cost for this service is funded from the Sanitation Division budget. Staff recommends extending the agreement with WasteZero for an additional one year period.

| Cost:           | \$571,700 (cost estimated based on projected refuse accounts, a 67%   |  |
|-----------------|---|--|
|                 | redemption rate and credit for estimated bag sales)   |  |
| Funding Source: | Broken Arrow Municipal Authority, Sanitation Division budget  |  |
| Requested By:   | Lee Zirk, General Services Director   |  |
| Approved By:    | Michael L. Spurgeon, City Manager   |  |
| Attachments:    | Bid 14.139 WasteZero agreement, sixth extension<br>Bid 14.139 WasteZero voucher supplies and services agreement, original |  |

### **Recommendation:**

### File #: 19-392, Version: 1

Approve the agreement for the Extension of Agreement with WasteZero for the purchase and distribution of refuse bags and authorize its execution.



# Extension of Agreement City of Broken Arrow, OK July 1, 2019

WasteZero, Inc. 8540 Colonnade Center Dr. #210 Raleigh, NC 27615 800-866-3954 www.wastezero.com







### Extension of Agreement between WasteZero, Inc. and City of Broken Arrow, OK dated January 21, 2014

This Extension of the Agreement entitled WasteZero Voucher Supplies and Service Agreement (this "<u>Extension</u>") for the City's Broken Arrow Municipal Authority's ("BAMA") redeemable voucher program for solid waste bags (the "Program") is made and entered into this the \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2019 (the "<u>Effective Date</u>"), by and between WasteZero, Inc., a Delaware corporation, hereinafter referred to as "<u>WasteZero</u>", and BAMA hereinafter referred to as "<u>Municipality</u>".

### WITNESSETH

WHEREAS, WasteZero and Municipality entered into a WasteZero Voucher Supplies and Services Agreement, dated January 21, 2014 (the "Agreement") wherein WasteZero agrees to provide certain supplies and services in support of Municipality's Program in exchange for a fee (the "WZ Supplies and Services Fee"); and

WHEREAS, Municipality has been satisfied with WasteZero's performance under the Agreement and the parties have been able to work through any issues that have arisen to each party's respective and mutual satisfaction; and

WHEREAS, the Parties mutually agree to amend the Agreement with this Extension under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Integration</u>. Except as specifically set forth in this Extension, all provisions of the Agreement, and prior extensions are incorporated by reference as if set forth in full herein, reaffirmed and remain in full force and effect. All capitalized terms set forth herein have the same meaning as defined in the Agreement.
- 2. <u>Extension Term</u>. WasteZero and the Municipality mutually agree to an Extension Term that will begin on July 1, 2019 and end on June 30, 2020.
- 3. <u>WZ Supplies and Services Fee</u>. During this Extension Term, the WZ Supplies and Services Fee will be an amount not to exceed the guaranteed maximum price of Five Hundred Sixty-Five Thousand Eighty and no/100 Dollars (\$565,080.00) and will be paid to WasteZero at the rate of \$0.1237265 per Official Municipal Bag purchased by Program voucher redeemed at a Retail Store. The guaranteed maximum price is exclusive of sales made at retail by cash and not by redemption of a voucher.





4. <u>Automatic shipments</u>. WasteZero will continue its automatic shipping schedule to participating Retail Stores that will cover deliveries prior to the first week of voucher redemption, and run through the beginning of the fourth week of voucher redemption. WasteZero will also continue to stagger the mailing of vouchers to residents to help ease the demand for the bags at the outset of the distribution cycle.

IN WITNESS WHEREOF, the parties hereto have executed this Extension to the Agreement which shall have the force and effect of an original, which shall take effect as an instrument under seal on the latest day and year written below.

Broken Arrow Municipal Authority

WasteZero, Inc.

By: \_\_\_\_\_\_ Name: \_\_\_\_\_\_ Title: <u>Chairman</u>

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

By: <u>JAMES C. CONVINCEHAN</u>

Title: VP. GENERAL COUNTRE

Date: 3/21/19

APPROVED AS TO FORM:

By: \_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_ Ewing Title: Assistant City Attorney

ATTEST:

By: \_\_\_\_\_ Name: Title: Secretary



f: 919.322.1205 t: 800.866.3954 8540 Colonnade Center Drive Suite 312 Raleigh, NC 27615 info@wastezero.com www.WasteZero.com

December 23, 2013

Purchasing Division PO Box 610 Broken Arrow, OK 74013

Re: Invitation for Bid Number 14.139 (Opening date of bid, December 31, 2013)

Dear Purchasing Personnel:

WasteZero is pleased to submit a bid to the City of Broken Arrow, OK, in response to your bid request for "Refuse Bags." We have received and reviewed all bid information and are confident that our firm has the resources to fulfill all components of the bid request.

WasteZero is providing one "ORIGINAL" submission in response to the city's invitation to bid on refuse bags, and one "ALTERNATE" response outlining the WasteZero Voucher Program<sup>™</sup> which offers a cost-neutral solution to the city's stated needs and challenges. WasteZero supplies both high-quality, US-made bags and the valuable services to help get those bags into the hands of your residents. We make all of our plastic bags in our 24/7 stateof-the-art manufacturing facility in Hemingway, SC. The WasteZero Voucher Program<sup>™</sup> is our solution to managing the distribution of those bags to residents.

#### **ORIGINAL BID RESPONSE: REFUSE BAGS**

In our original response, we are providing a quote for 5,750,000 black, twist-tie, 30" X 36" refuse bags, sleeved and boxed. As requested, we've included samples of bags to illustrate WasteZero's ability to provide bags with these specifications.

#### ALTERNATE BID RESPONSE: WASTEZERO VOUCHER PROGRAM™

In our alternate bid response, we directly address with our WasteZero Voucher Program<sup>™</sup> the city's challenges with its current refuse bag distribution program. Here we're providing one quote for both twist-tie AND drawstring bags (preferred by more than 70% of retail consumers). Further, the turnkey voucher program includes the production, accounting and reporting, logistics (supply and distribution), and inventorying of bags. It also includes production, delivery, and management of vouchers that residents can redeem for free, official refuse bags at local retailers—well within the timeframe necessary (resident will have bags by April 1, 2014). This approach reduces the number of wasted, unused bags, can save the town money, and provides for cost savings at a lower redemption rate and a cap at a higher redemption rate to mitigate risk. Just as in other cities, there is no need to change your city's ordinance; this offer meets the requirements of current ordinances and rules by preserving existing program resident eligibility.

We appreciate the opportunity to bid the City of Broken Arrow. Please do not hesitate to call with any questions.

Best regards, LAia

Craig Dunkley, Senior Vice President 919-322-1210 WasteZero, Inc.

WasteZero partners with municipalities to deliver the most effective waste reduction programs in the United States. We provide the expertise, supplies, support services, and financing to ensure that programs are successful. Our approach is to invest the resources needed to successfully implement programs and then share in the benefits and savings as a true partner.

### **ALTERNATE PROPOSAL for**

### Invitation to Bid – Bid Number: 14.139

Refuse Bags December 30, 2013

> Submitted by: WasteZero, Inc. Established 1991

8540 Colonnade Center Drive Raleigh, NC 27615 P: 800-866-3954 F: 843-558-7302

### Primary Contact: Craig Dunkley, Senior Vice President

### WasteZero Voucher Program<sup>™</sup>

WasteZero has listened to the leadership of Broken Arrow discuss the challenges of its existing program. With this understanding, and in response, WasteZero has prepared this alternate bid.

### WasteZero Qualifications and Background

Since 1991, WasteZero has been the leading provider of municipal solid waste reduction programs in the U.S. The company is on a mission to cut residential trash in half across the nation. WasteZero partners with more than 800 municipalities throughout the United States to reduce the amount of waste that is landfilled or burned, increase recycling, and generate savings. It helps municipalities design, launch, and manage nextgeneration pay-as-you-throw (PAYT) systems, known as WasteZero Trash Metering™ programs. Under these programs, municipalities often eliminate or reduce fixed residential fees for trash collection, and require residents to dispose of trash only in official, pre-paid bags. These programs consistently cut residential solid waste volume to 46% below the national average or better. They also help to double and sometimes triple recycling rates.

WasteZero manufactures customized plastic trash bags for its programs—and for other customers—in the U.S. from recycled content. A certified B Corporation, the company is committed to keeping and creating jobs in the US and to solving the nation's solid waste crisis. WasteZero is based in Raleigh, N.C., has a manufacturing plant in Hemingway, S.C., and maintains regional offices around the country.

### Background: Broken Arrow

WasteZero understands that the City of Broken Arrow currently provides trash bags to its residents. The current process uses approximately six million bags per year, and affords 200 bags per household per year. The bags are distributed from City Hall, with all 200 bags per household being picked up during a one-time period.

The City reports that the current program is rather difficult to manage, consumes valuable fiscal and personnel resources, maintains a certain level of waste, and the bag "is not to the level of quality that we had contracted for." WasteZero had the current program bag tested, and it came up 20% "light" at 1mil, though it was specified to be a 1.2mil product.

Broken Arrow's current program is similar to other cities' bag "handout" or "give-away" programs, and WasteZero has revamped many of these programs with the WasteZero Voucher Program™. The most common issues that Broken Arrow shares with other bag "handout" cities include:

- Wasted/unused bags
- Inconvenient distribution for residents
- Storage and logistics headaches
- Inventory and accounting nightmares
- Product quality issues

WasteZero has listened to Broken Arrow leadership discuss its current program's challenges, and in response, has prepared this Alternate Bid.

### Benefits: WasteZero Voucher Program

WasteZero is providing this Alternate Bid for a WasteZero Voucher Program<sup>™</sup> to the City of Broken Arrow. The Voucher Program will provide the following features and benefits:

- Turn-key operation of entire City Bag Program in 75 days
- Reduced bag waste
- Storage and logistics \(\lambda\)
- Inventory and accounting
- Highest quality bag product
- Convenience for residents to pick up their bags at retail stores that they already frequent  $\checkmark$
- Increased foot traffic for participating stores
- Professional consulting to assist with the planning, installation and execution of a recycling program...at no additional charge

WasteZero is a direct manufacturer of plastic bags and will manufacture and supply the bags necessary for the execution of Broken Arrow's program. Additionally, WasteZero welcomes City officials to visit our state-of-theart manufacturing facility in Hemingway, SC.

WasteZero has more than eight years of experience with voucher programs, and more than 20 years of experience with Retail Store Distribution (RSD) program development and management. **Our program has saved the City of Columbia more than \$1 million over the past five years alone.** 

DECEMBER 23, 2013

### The WasteZero Voucher Program<sup>™</sup>

In this Alternate Bid, the explanation of the WasteZero Voucher Program<sup>™</sup> will include:

- WasteZero Voucher Program<sup>™</sup> design
- Program support and the program team
- Supplies and services details
- Retail distribution and storage
- Accounting, inventory control, and reporting

- Pricing
- Risk management
- Quality control at WasteZero
- References

### WasteZero Voucher Program Design

WasteZero will manufacture all of Broken Arrow's new refuse bags in our state-of-the-art manufacturing facility in Hemingway, SC. We have multiple bag lines, a best-in-class extrusion process, and highly customized bag-making and printing capabilities.

The WasteZero Voucher Program<sup>™</sup> (the "Program") distributes an allotted number of vouchers to eligible Broken Arrow residents. Residents may redeem these vouchers for city refuse bags, which are made available at selected retail outlets.

- WasteZero will contract with the City of Broken Arrow to provide this Program for one year, with an option to renew for four, one-year periods. See ATTACHMENT 1 for a suggested draft contract with terms and conditions.
- The Program's vouchers (see sample below) will be mailed to eligible residents on, or about March 20, 2014. Upon receiving necessary input from the city, the product and services will be in place by Tuesday, April 1, 2014.
- The City creates the "eligible" resident listing based on its own criteria. The city will update this
  list periodically to allow for changes in eligibility status, bad addresses, and new residents. The
  city will also need to define guidelines on multi-dwelling addresses and replacement/lost
  voucher policy.
- The Program vouchers include imprinted UPC codes that indicate the resident address, unique identifier number, and expiration date.
- WasteZero will send vouchers to qualified residents two times per year via US Postal Service. The City will set the dates, which may be based on current program distribution times, setting residents' expectation for bag availability.
- WasteZero will pay for all undelivered pieces to be returned through the "return service requested" system and will resend.
- WasteZero will work with the City to create a network of retail stores that will support the program.
- In most cases, WasteZero will enroll retailers, and all retailers will be within City limits.
- WasteZero will also make these bags available for sale at retailers for ineligible residents and for eligible residents who need additional bags.
- The City of Broken Arrow will approve all resident-facing materials, including the vouchers.
- WasteZero will suggest updates and improvements to its Program throughout the term of its contract with the City of Broken Arrow.

WASTEZERO BID RESPONSE

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#### SAMPLE WasteZero Voucher



### **Program Support and Program Team**

Wendy Morgan, Voucher Program Coordinator, will manage the WasteZero Voucher Program™.

The program coordinator responsibilities include the following:

- Serve as the central point of contact for the City of Broken Arrow, and be available to the City throughout the term of the contract, as needed
- Maintain responsibility for executing and managing the Program.

Program Support attributes include the following:

- A toll-free number for retailer ordering and customer inquiries
- Customer service support for City employees and residents
- Updating of the mailing/eligibility list to
  - Ensure that residents receive their allotted vouchers (fairly)
  - Account for new residents and incorrect addresses
  - Account for changes in resident eligibility
- Educational information to eligible residents (in the mailing or on the vouchers) about the new
  retail store distribution methods
- Other staff assistance, including:

| KEY PROJECT PARTICIPANTS |   |  |              |
|--------------------------|---|--|--------------|
| Name                     | Title   | Experience   | Phone        |
| Mark Dancy               | President   | 22 years implementing PAYT<br>programs and manufacturing<br>the bags to support them | 843-933-4142 |
| Dennis Wise              | Vice President  | 26 years of business operations<br>and customer relations<br>management              | 919-322-1228 |
| Aftene Poston            | Customer Service  | 5 years customer service experience  | 843-933-4130 |
| Deborah Sumpter          | Customer Service  | 6 years customer service<br>experience   | 843-933-4146 |
| Amanda Flegel            | Customer Service  | 6 years customer service<br>experience   | 843-933-4147 |
| Joshua Kolling-Perin     | Director, Public<br>Relations and<br>Thought Leadership | 20 years in media, public relations, and publications                                | 919-322-1207 |
| Sam Averette             | Manager, Process<br>and Quality Control                 | 22 years in the plastics industry  | 843-933-4125 |
| Natalie Howell           | Manager, Customer<br>Service                            | 20 years customer service  | 843-933-4128 |
| Jim Payseur              | Director, IT and<br>Facilities                          | 16 years IT experience   | 919-322-1227 |
| Sandy Perez              | Program Manager   | 12 years program management experience   | 617-299-8050 |
| Wendy Morgan             | Municipal<br>Accounting<br>Administrator                | 11 years municipal experience  | 843-299-0352 |

### **Supplies and Services**

WasteZero is a direct manufacturer of plastic bags and will manufacture and supply the bags necessary for the execution of the Program proposed for the City of Broken Arrow. WasteZero welcomes City officials to visit our state-of-the-art manufacturing facility in Hemingway, SC.

WasteZero has more than eight years of experience with voucher programs, and more than 22 years of experience with bag manufacturing and Retail Store Distribution (RSD) program development and management. See included references attesting to our level of effectiveness.

WasteZero proposes the following products and attributes to be used in the proposed voucher program:

- WasteZero recommends a 30" x 32" drawstring (DS) bag at the desired gauge of 1.2mil. Retail consumers (over 70%) overwhelmingly choose the DS bag for its convenience. As importantly, DS bags use less plastic due to increased capacity (see ATTACHMENT 2 "WasteZero Imprinted Trash Bags" for more information). The superior DS bag saves on wasted plastic caused by "bunching to tie" and is being offered at no additional cost to the City.
- At the preference of the City, WasteZero can instead manufacture and provide the 30" x 36" bag specified in the bid document.

WASTEZERO BID RESPONSE

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- The bag (either choice) will be manufactured with recycled content, employing the LDPE resin blend called for in the specifications of the Invitation to Bid.
- The refuse bag will be black with no printing (except for manufacturing codes), as specified by the City.
- WasteZero will be responsible for the quality of supplies used in this Program throughout the life of the Program and will offer its Return and Replacement Policy to residents, included in the draft contract (ATTACHMENT 1).
- At its own expense, WasteZero has included in this Bid Response package samples of the proposed refuse bags described above and in the "OTHER EQUIPMENT" section.
- As part of this Program, WasteZero will provide vouchers to Broken Arrow residents that
  - Include imprinted UPC bar codes containing all information requested
  - Are approved by Broken Arrow
- As part of the program, WasteZero will package the bags 50 bags per roll.

#### **Retail Distribution and Storage**

To ensure the security of the supplies during the manufacture, transport, and warehousing stages, WasteZero

- Assumes responsibility for UPC code development and assignment to all supplies
- Stores supplies/bags in secure, local, and bonded warehouses close to the customer
- Delivers supplies/bags to retail locations either by FedEx Ground or an LTL carrier, both of which are insured

WasteZero maintains a signature-based chain of custody for all supply transactions by providing daily inventory data. We also maintain an adequate supply of bags/supplies at warehouses to ensure that retailers receive bags as needed (please see reporting section of Accounting, Inventory Control, and Reporting for more detail). This inventory is maintained in a warehouse/s to reduce risk for the City in the event of a natural or other disaster. Further, WasteZero ensures that invoices for supply transactions are generated at the time of shipment and are mailed with proof of delivery to retail locations.

For additional, non-voucher bag sales, WasteZero receives payment from retailers and deposits those monies into a secure fiduciary bank account assigned to the City of Broken Arrow.

WasteZero's Retail Store Distribution<sup>™</sup> program is designed to provide residents a convenient way to redeem vouchers or purchase additional bags from their local retailers. WasteZero provides inventory management and order-filling services to help retailers avoid stock-out due to lack of supply.

WasteZero assumes responsibility to establish retail store distribution at those retail locations Broken Arrow officials deem appropriate. To assist store owners, we offer retailers a toll-free number to call and an e-mail address to contact WasteZero customer service to place supply orders.

WasteZero will make additional refuse bags available for sale to residents in retail stores.

WasteZero works with local and corporate chain retailers to provide reasonable ordering procedures to balance long-term retail participation.

If applicable, WasteZero will manage retailers who choose to terminate their participation.

WASTEZERO BID RESPONSE

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Finally, please see ATTACHMENT 3 "Sample Retailer Letter Agreement" included.

### Accounting, Inventory Control, and Reporting

The WasteZero redemption process will take place as follows:

- Residents redeem vouchers at retail locations for bags.
- Retailers collect and submit redeemed vouchers to WasteZero for credit to be posted against open invoices.
- WasteZero scans in each redeemed voucher for credit to the retailer account.

The City of Broken Arrow will decide pricing for bags that will be available for purchase at the retail locations. These bags will be available for purchase for eligible residents needing additional bags before the next redemption period, as well as residents ineligible for free bags. WasteZero will charge a percentage of the retail price on these additional orders. WasteZero will manage the entire planning, manufacturing, distribution, retail sales and accounting processes, including collection of sales receipts.

To ensure the safety of received vouchers, WasteZero supplies each retailer with the proper FedEx materials, including WasteZero's FedEx account number for charges, so they may return redeemed vouchers for credit. Additionally, WasteZero will record all vouchers redeemed by FedEx tracking information. WasteZero will scan each voucher redeemed and store vouchers at our office for no more than two months ensuring verification by retailer that all vouchers sent have been received and posted accordingly.

WasteZero shall provide accurate reporting on the following items and identify how often that reporting will be made available to the City.

Finally, WasteZero will provide geographic bar code data that will identify redemptions by resident address. The City may determine the frequency of data reporting by WasteZero during program setup. WasteZero shall report monthly, voucher redemption numbers to the City once it receives, scans, and logs redeemed vouchers.

See ATTACHMENT 4 for a sample illustration of the monthly reporting.

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### Pricing

Subject to agreement with the City, WasteZero proposes a cost scenario based on the stated unit pricing (\$0.1061008) (see ATTACHMENT 5 "Voucher Program Cost/Investment), and voucher redemption rates.

Based on a redemption rate of:

- 56%, the City would incur total costs of approximately \$380,000
- 65% the City would incur total costs of approximately \$440,000
- 73.9% the City would incur total costs of approximately \$500,000 (proposed cap)

Currently the WasteZero Voucher Program<sup>™</sup> average voucher redemption rate is 61%.

Based on their current (all in) expenditure of approximately \$440,000, with a WasteZero Voucher Program<sup>™</sup>, Broken Arrow may be able to save \$60,000, and also cover the risk of spending an additional \$60,000 if necessary. WasteZero is willing to cap the City's cost at \$500,000 and accept the risk of any redemption overages beyond 73.9%.

WasteZero is also providing, as a no-cost value added benefit to WasteZero Voucher Program, consulting services to assist Broken Arrow to plan, install, and execute a Curbside Recycling Program.

WasteZero assumes all risks associated with the proposed cap price. The City and WasteZero
must agree on the pricing for each proposal extension term after the first year of the Program.

#### **Risk Management**

WasteZero will manage the risks referenced in this paragraph with the WasteZero Return and Replacement Policy (included in the draft contract, see ATTACHMENT 1).

WasteZero will extend retailer credit consistent with the WasteZero Retailer Credit Policy and Procedures. See page 13 of proposed contract.

WasteZero assumes all risks associated with the program, including full and timely delivery of supplies and services as set forth in the proposed contract.

### **Quality Control at WasteZero**

With WasteZero bags, you can count on quality unmatched in the industry. We make our bags with three-ply technology using metallocene, adding more reinforcement, strength, and durability than most available polyethylene bags. All WasteZero bags have recycled content to support the environmental goals of our municipal partners. We are able to and will guarantee agreed-upon delivery requirements.

We base our quality control system on ISO 9002/2008 principles and requirements, and we engage stateof-the-art testing capabilities that include, but are not limited to

- ASTM D882 (Testing tensile, elongation, yield, and modulus gauge instruction)
- ASTM F1306 (Testing penetration resistance)
- ASTM D1894 (Examining the co-efficient of friction, specifically the "openability" of a bag) .
- ASTM D2103 (Testing film gauge (thickness) properties) .
- ASTM D6988 (Determining the thickness of plastic film) .

WasteZero is happy to furnish additional detail around our quality control procedures upon request.

### References

| ep. Steen           | Title                             | Municipality                 | Phone                 | #<br>Bags/Year | Length of<br>Relationship | # Stores<br>Served |
|---------------------|-----------------------------------|------------------------------|-----------------------|----------------|---------------------------|--------------------|
| Cynthia<br>Mitchell | Solid Waste<br>Utility Mgr.       | Columbia, MO                 | 573-874-6290          | 4,300,000      | Jan. 2008-<br>present     | 13                 |
| Charlie<br>Sumner   | Town<br>Administrator             | Brewster, MA                 | 508-896-3701<br>X1128 | 250,000        | July 2013-<br>present     | 15                 |
| Charlie<br>Andreson | Director of<br>Public Works       | Sanford, ME                  | 207-324-9135          | 525,000        | July 2010-<br>present     | 14                 |
| Jonathan<br>Beder   | Director of<br>Public Works       | Plymouth, MA                 | 508-830-4097<br>X105  | 780,000        | July 2013-<br>present     | 20                 |
| Bob Knox            | Public Works<br>Director          | City of Malden,<br>MA        | 781-397-7162          | 1,300,000      | October 2008-<br>present  | 42                 |
| Chip Chesley        | General<br>Services<br>Director   | City of<br>Concord, NH       | 603-230-3902          | 800,000        | July 2009-<br>present     | 29                 |
| Dan<br>Morgado*     | Town<br>Manager                   | Town of<br>Shrewsbury,<br>MA | 508-841-8508          | 760,000        | August 2009-<br>present   | 34                 |
| Rose<br>LoPiccolo   | Recycling<br>Coordinator          | City of<br>Gloucester,<br>MA | 978-281-9785          | 600,000        | January 2009-<br>present  | 35                 |
| Dave Hickox         | Public Works<br>Director          | Town of<br>Dartmouth,<br>MA  | 508-999-0740          | 530,000        | July 2007-<br>present     | 32                 |
| Paul Tilton         | Public Works<br>Director          | Town of<br>Sandwich, MA      | 508-833-8002          | 460,000        | July 2011-<br>present     | 18                 |
| Bill Chenard        | Public Works<br>Director          | Town of<br>Natick, MA        | 508-647-6550          | 350,000        | July 2003-<br>present     | 14                 |
| Dave Miller         | DPW Business<br>Manager           | Town of<br>Ashland, MA       | 508-881-0120<br>X19   | 300,000        | July 2005-<br>present     | 21                 |
| Will Cronin         | Recycling<br>Coordinator          | Town of<br>Middletown, Rl    | 401-842-6519          | 300,000        | November<br>2007-present  | 21                 |
| Bob Fiore*          | Assistant<br>Commissioner         | City of<br>Worcester, MA     | 508-799-1430          | 3,100,000      | November<br>2001-present  | 148                |
| Tim<br>McInerney    | Town<br>Administrator             | Town of<br>Grafton, MA       | 508-839-5335<br>X1180 | 300,000        | April 2009-<br>present    | 22                 |
| Lee Leiner*         | Deputy Dir.<br>of Public<br>Works | City of Bath,<br>ME          | 207-443-8357<br>X204  | 180,000        | July 2006-<br>present     | 13                 |

\*WasteZero does not provide accounting services for these municipalities.

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## WASTEZERO VOUCHER SUPPLIES AND SERVICES AGREEMENT

attachment 1 - suggested

This WasteZero Voucher Supplies and Services Agreement (this "<u>Agreement</u>") is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 2014 (the "<u>Effective Date</u>"), by and between WasteZero, Inc., a Delaware corporation, hereinafter referred to as "<u>WasteZero</u>", and <u>the City of Broken Arrow, OK</u>, hereinafter referred to as "<u>Municipality</u>".

### WITNESSETH

WHEREAS, Municipality is responsible for the disposal of solid waste and recycling for its residents;

WHEREAS, WasteZero can design, implement and run its WasteZero Voucher Program<sup>TM</sup> (the "Program") whereby it creates and distributes voucher coupons to residents of the Municipality that can be redeemed at retail stores for solid waste bags (the "<u>Official Municipal Bags</u>"), and provides comprehensive supplies and services in support of the Program; and

WHEREAS, Municipality desires to engage WasteZero to implement and run the Program, including to make and distribute redeemable vouchers and manufacture and distribute Official Municipal Bags to certain retail stores and to provide certain logistics, accounting, inventory management, and other services in support of the Program.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. <u>Term</u>. This Agreement will be binding on all parties for a period from the Effective Date of this Agreement until one (1) year from the Effective Date (the "<u>Initial Term</u>"). Upon the expiration of the Initial Term, subject to agreement between the Parties on the <u>WZ Supplies and Services Fee</u> (defined herein), the term of the Agreement may be renewed for four (4) additional one (1) year terms, each of such four (4) one (1) year terms an "<u>Extension Term</u>" (the Extension Terms and the Initial Term, hereinafter collectively the "<u>Term</u>").

2. <u>WasteZero Services</u>. During the Term, WasteZero will (i) manufacture and supply Official Municipal Bags that comply with the specifications set forth in <u>Exhibit A</u> (the "<u>Specifications</u>") to those retailers recommended by Municipality and set forth in <u>Exhibit B</u> (the "<u>Retailers</u>") for distribution by Retailers to residents of the Municipality; and (ii) provide the "<u>Services</u>" set forth in <u>Exhibit C</u>, including but not limited to make and distribute vouchers for qualified residents of the Municipality. The Program Coordinator set forth on <u>Exhibit C</u> will be the primary point of contact for full and complete execution and management of delivery of the Services set forth in this Agreement.

3. <u>Program Implementation</u>. The "<u>Program Start Date</u>" will be the agreed date for complete implementation of the Program and the initiation of retail redemptions and sales. The Program Start Date shall be on, or by, April 1, 2014. From the Effective Date until the Start Date, the Parties must work together to accomplish the "<u>Program Implementation Schedule</u>" set forth in <u>Exhibit C</u>. To enable WasteZero to provide the Services by the Program Start Date, Municipality agrees to perform its obligations also set forth in <u>Exhibit C</u>.

4. <u>Designated Retailers</u>. Municipality will provide WasteZero with a recommended list of Retailers set forth in <u>Exhibit B</u> it would prefer to participate in the Program. WasteZero will provide these

Retailers with the "<u>Retailer Letter Agreement</u>" set forth on <u>Exhibit D</u> describing the terms of participation in the Municipality's Program (the "<u>Retailer Terms</u>"). Retailer participation will be subject to a Retailer's acceptance of the Retailer Terms and will be reaffirmed each time Retailer accepts delivery of Official Municipal Bags. Addition or removal of Retailers from the list will be subject to mutual agreement between WasteZero and the Municipality. WasteZero will provide Retailers with toll-free number and email ordering and support.

5. <u>Exclusive Agreement</u>. During the Term, WasteZero and Municipality will not purchase or sell, directly or indirectly (i.e., through a third party) waste or recycling bags for purposes of this Program other than the Official Municipal Bags referred to herein.

6. <u>Inventory Target</u>. To ensure that an adequate inventory of Official Municipal Bags is available for distribution by Retailers, WasteZero will use commercially reasonable efforts to maintain an average number of Official Municipal Bags in WasteZero's inventory in accordance with the target set forth in <u>Exhibit C</u> (the "<u>Average Inventory Target</u>"). Inventory belongs to Municipality.

7. <u>Terms of Distribution</u>. Retailers will submit written or verbal orders ("<u>Orders</u>") directly to WasteZero. Orders will set forth the type and quantity of Official Municipal Bags. Orders received by WasteZero will be delivered within five (5) business days of Order placement, subject to WasteZero's right to reject an Order from a Retailer for reasons related to WasteZero's Collection Policy and Procedures. If this period includes a holiday observed by WasteZero, then WasteZero will notify Retailers of schedule changes for the affected order. Deliveries of Official Municipal Bags pursuant to this Agreement will be F.O.B. any plant or warehouse of WasteZero. In exchange for each Order, Retailers must provide WasteZero with redeemed vouchers and information about the number of miscellaneous retail bag sales. WasteZero will generate a monthly statement for each Retailer.

8. <u>Miscellaneous Bag Sales</u>. In addition to the voucher program set forth in Exhibit C, WasteZero will separately make Official Municipal Bags available to retailers for purchase at the prices set forth in <u>Exhibit A</u> (the "<u>Retail Bag Prices</u>"). The Retail Bag Prices will be set by WasteZero in consultation with the Municipality. WasteZero will collect payment and enforce payment obligations in accordance with its policies set forth in <u>Exhibit E</u>.

9. <u>Compensation</u>. To compensate WasteZero for this Agreement, WasteZero will invoice and Municipality will pay the "<u>WZ Supplies and Services Fee</u>" up to the guaranteed maximum price set forth on Exhibit A. WasteZero assumes all risks associated with fluctuations in the prices of resin, costs associated with voucher and retail store distribution and any other cost beyond the guaranteed maximum price. WasteZero will invoice the WZ Supplies and Services Fee upon shipment of inventory to the warehouse. Payments of the WZ Supplies and Services Fee will be reconciled with Program voucher redemptions as redemption information is received from Retail Stores.

10. <u>Program Reports</u>. WasteZero will provide Municipality with monthly reports showing the number of vouchers mailed, number of vouchers redeemed, UPC code information regarding the point of redemption, inventory on hand and other information Municipality reasonably requests.

### 11. Representations and Covenants.

a. <u>Legal and Binding Agreement: Municipality's Obligations</u>. Municipality has taken or will take any and all legal actions required in order for this Agreement to be binding on Municipality for the Term, including, if applicable, passage of a legislative resolution or ordinance adopting this Agreement or authorizing an official of the Municipality to enter it on the terms and conditions contained herein.

Municipality will provide certification, if applicable, that the Official Municipal Bags qualify for a waiver of local and state sales, use, or other taxes.

b. <u>Representations of WasteZero</u>. WasteZero warrants that the Official Municipal Bags will, in all material respects, meet the Specifications. In the event the Official Municipal Bags delivered to Retailers fail to meet the Specifications in any material respect, WasteZero will, as Municipality and customers' sole and exclusive remedy for such failure, replace the Official Municipal Bags in accordance with WasteZero's Return and Replacement Policy as set forth on <u>Exhibit E</u>.

c. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL OFFICIAL MUNICIPAL BAGS AND SERVICES PROVIDED BY WASTEZERO UNDER THIS AGREEMENT ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### 12. Breach; Termination.

a. <u>Termination for Breach</u>. If either party reasonably concludes that the other is in material breach of this Agreement, such party will notify the other party in writing, including a detailed description of the alleged breach. If such breach is curable, the party alleged to be in breach will be allowed up to ninety (90) days after written notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than ninety (90) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within ninety (90) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement, effective ninety (90) days after written notice of failure to correct (or failure to take action to correct) to the breaching party. If such breach is not curable, the Agreement will be terminated ninety (90) days from the date the non-breaching party provides the breaching party with written notice of such breach.

b. <u>Insolvency</u>. If any assignment is made by WasteZero or by any guarantor of WasteZero for the benefit of creditors, or if a petition is filed by WasteZero or by any guarantor of WasteZero for adjudication as bankrupt, or for reorganization or an arrangement under any provision of the U.S. Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the U.S. Bankruptcy Act is filed against WasteZero and such involuntary petition is not discharged within ninety (90) days thereafter, in any event Municipality may terminate this Agreement upon written notice to WasteZero.

c. <u>Termination for Convenience</u>. Municipality may terminate this Agreement at any time upon ninety (90) days written notice if Municipality terminates the Program.

d. <u>Effect of Termination</u>. Upon termination or expiration of this Agreement for any reason (i) WasteZero will ship to Municipality all Official Municipal Bags remaining in inventory, (ii) WasteZero will have no further liability or obligation under this Agreement, including without limitation, for servicing warranty claims, and (iii) WasteZero will have no continuing responsibility for the Services. The following terms and conditions will survive the expiration or termination of this Agreement for any reason: Section 11.c. and Sections 12-22, payment obligations that have accrued on or before the effective date of termination or expiration, and any other terms and conditions that contemplate performance following the effective date of termination or expiration, or that by their nature are intended to survive.

13. <u>Limitation of Liability</u>. WASTEZERO WILL NOT BE LIABLE TO MUNICIPALITY, RETAILER, CUSTOMER OF RETAILER OR END USER FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, TREBLE OR PUNITIVE DAMAGES, OR ANY LOSS OF

REVENUES, LOSS OF PROFITS OR LOSS OF REPUTATION ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE MANUFACTURE OR SALE OF PRODUCT OR PROVISION OF SERVICES. THESE LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF RECOVERING THESE DAMAGES OR LOSSES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, WASTEZERO'S AGGREGATE LIABILITY FOR ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE MANUFACTURE OR SALE OF PRODUCT OR PROVISION OF SERVICES WILL NOT EXCEED THE TOTAL AMOUNT PAID BY MUNICIPALITY TO WASTEZERO DURING THE SIX MONTH PERIOD PRECEDING THE ACT GIVING RISE TO THE CLAIM FOR DAMAGES.

14. <u>Force Majeure</u>. WasteZero will not be liable for failure to perform under this Agreement if such failure arises out of causes beyond its reasonable control. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, hurricanes, tornadoes, strikes, epidemics, quarantine restriction, freight embargoes, petroleum supply shortages or disruptions, and unusually severe weather.

15. <u>Insurance</u>. WasteZero shall carry general liability insurance, including contractual liability coverage, in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in general aggregate. Upon written request, certificates of insurance naming Municipality as an additional insured will be provided to Municipality by WasteZero.

16. <u>Non-Collusion</u>. WasteZero has not entered into any agreement, directly or indirectly, or otherwise taken any action in restraint of free competitive bidding in connection with the submission of a bid or the engagement of Municipality for the purposes of entering into this Agreement.

17. Information and Cooperation. During the Term of this Agreement, Municipality will cooperate with WasteZero and provide WasteZero with any information reasonably requested by WasteZero for the performance of its obligations and tracking of Program performance. This information may include semiannual updates on the number of households utilizing Municipality's and/or its designee's residential solid waste collection and/or disposal service, the actual corresponding residential municipal solid waste tonnage disposed, and the actual residential recycling tonnage received. WasteZero may compile information regarding Municipality's Program and may use this data in research and marketing reports, a copy of which will be provided to Municipality at Municipality's request. Municipality agrees that WasteZero may refer to Municipality's Program in its verbal and written communications.

18. <u>Assignment</u>. Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that WasteZero may, without any approval, assign this Agreement (i) to an affiliate of WasteZero or (ii) in connection with a merger or a sale or transfer of substantially all of WasteZero's assets (or such portion thereof relating to the subject matter of this Agreement). This Agreement will be binding upon and will inure to the benefit of the parties and their successors and assigns.

19. <u>Governing Law; Arbitration</u>. This Agreement will be governed by and construed in accordance with the laws of the state in which the Municipality is located. Any controversy or claim arising out of or related to this Agreement or any transactions contemplated herein that cannot be amicably resolved, will be resolved by binding arbitration held in the state in which the Municipality is located, or any other location mutually agreeable to the parties, by one arbitrator in accordance with the commercial arbitration rules of the American Arbitration Association. Notwithstanding the origin of the controversy or claim, either party may

initiate arbitration. The decree or judgment of any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

20. <u>Notice</u>. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the addresses (or at such other address for a party as will be specified by like notice) set forth below:

If to WasteZero, to: 8540 Colonnade Center Drive, Suite 312 Raleigh, North Carolina 27615 Attn: Cal Cunningham Tele. No. (919) 322-1220 Email: ccunningham@wastezero.com with a copy to:

Wyrick Robbins Yates & Ponton, LLP 4101 Lake Boone Trail, Suite 400 Raleigh, North Carolina 27607 Facsimile No.: (919) 781-4865 Attention: Larry E. Robbins

If to Municipality, to:

| Attn:      |  |
|------------|--|
| Tele. No.: |  |
| Email:     |  |

21. Entire Agreement; Amendment. This Agreement (including the exhibits, schedules and attachments hereto) and the documents delivered pursuant hereto constitute the entire agreement and understanding among Municipality, Retailer and WasteZero and supersede any prior agreement and understanding relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument executed by Municipality and WasteZero acting through their duly authorized representatives. The provisions of this Agreement constitute separate and independent covenants, and the invalidity or unenforceability of one or more of the provisions hereof will not affect the validity or enforceability of the remaining provisions.

22. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this WasteZero Supplies and Services Agreement as of the Effective Date.

Municipality

WasteZero, Inc.

| By:    | Ву:    |
|--------|--------|
| Name:  | Name:  |
| Title: | Title: |
| Date:  | Date:  |

5

### EXHIBIT A Official Municipal Bag Specifications

1. General Specifications: Price includes the standard cost of shipping. Bags are one hundred percent (100%) made in the United States. The manufacturing plant is WasteZero-owned. Bags are made with recycled content. Bags contain three-ply extrusion technology with customizable printing options, including registered print option. WasteZero provides choice of colors, sizes, inside gray liner and more, as well as drawstring or twist-tie closure options. Multiple packaging options, include unique identifiers on every case and individual bag code dating to support quality control purposes

2. Specific bag specifications for this Agreement:

| Bag Description  | Black "Refuse"               |
|--|------------------------------|
| Retail Pack  | 50 Bags Per Roll             |
| Bag Size   | 30" by 32"                   |
| Bag Gauge  | 1.2mil                       |
| Bag Type   | 3-ply, co-extruded           |
| Bag Composition  | Includes recycled content    |
| Bag Closure  | Drawstring                   |
| Exterior Bag Color Selected from<br>WasteZero Standard Color Guide | Black                        |
| Capacity Equivalent  | 30"x36" twist-tie equivalent |

3. The Retail Bag Prices (price paid at point of sale for miscellaneous orders):

The price at which retailers may charge residents for miscellaneous rolls of Black Refuse Bags will be discussed with Municipality and set by WasteZero with the Municipality's consultation. A percentage of the Retail Bag Price will be remitted to WasteZero on each retail purchase.

4. WZ Supplies and Services Fee:

The WZ Supplies and Services Fee will be an amount not to exceed the guaranteed maximum price of \$500,000 during the Term and is calculated at \$.117725 per Official Municipal Bag purchased by Program voucher redeemed at a Retail Store. WasteZero and Municipality must agree on the WZ Supplies and Services Fee for any Extension Term.

| Store name                      |                                       |
|---------------------------------|---------------------------------------|
| Store address                   |                                       |
| PO Box                          |                                       |
| City                            |                                       |
| State                           |                                       |
| Zip                             |                                       |
| Contact name                    |                                       |
| Contact phone                   |                                       |
| Fax                             |                                       |
| E-mail                          |                                       |
| Store name                      |                                       |
| Store address                   |                                       |
| PO Box                          |                                       |
| City                            |                                       |
| State                           |                                       |
| Zip                             |                                       |
| Contact name                    |                                       |
| 2 The concerned of the strength |                                       |
| Contact phone                   |                                       |
| Fax                             |                                       |
| E-mail                          |                                       |
| Store name                      |                                       |
| Store address                   |                                       |
| PO Box                          |                                       |
| City                            |                                       |
| State                           |                                       |
| Zip                             |                                       |
|                                 |                                       |
| Contact name                    |                                       |
| Contact phone                   |                                       |
| Env                             |                                       |
| Fax                             | · · · · · · · · · · · · · · · · · · · |
| E-mail                          |                                       |

EXHIBIT B Retail Stores Recommended By Municipality

Addition or removal of Retailers from the list will be subject to mutual agreement between WasteZero and the Municipality.

a.

#### EXHIBIT C Services

- 1. WasteZero Services Provided to Municipality:
  - Voucher Development and Distribution Services:
    - 1. Work with Municipality to create eligible resident/household list
      - 2. Update list monthly to account for change in eligibility, address and new residents
      - 3. Create custom voucher with imprinted UPC Codes, eligible resident/household, unique identification number and expiration date, subject to Municipality approval
      - 4. Print and mail vouchers at least two (2) times per year to eligible residents via US Postal Service for a fixed quantity of Official Municipal Bags (refuse and recycling) at dates to be determined with Municipality
      - 5. Bear risk and expense of re-mailing according to US Postal Service return service requested
  - b. Retail Store Distribution Services:
    - 1. Deliver secure, dependable supply chain and asset management
    - 2. Official Municipal Bag storage at WasteZero-bonded distribution centers
    - 3. UPC code development and registration
    - 4. Enroll and coordinate retailer setup processes with participating stores
    - 5. Monitor inventory at WasteZero distribution centers, with a goal to prevent stock out
    - 6. Receive, enter and process orders from retailers within five (5) business days
    - 7. Ship Official Municipal Bags
  - c. Accounting and Funds Management:
    - 1. Billing Retailers for miscellaneous (non-voucher) orders
    - 2. Collecting funds from Retailers
    - 3. Informing Municipality of any Retailers put on a credit hold via monthly reports.
    - 4. Sending notification of Bag Price change to all retailer contacts, approved by Municipality prior to distribution.
    - 5. Performing management and custodianship of the Deposit Account
- 2. WasteZero Startup Services and Municipality Requirements: WasteZero will provide the Services in support of the startup timeframe. WasteZero's performance of the Services is dependent on the timely completion of the Municipality's requirements. Municipality acknowledges and agrees that any failure by it to perform its requirements within the applicable timeframes may delay WasteZero's performance. No such delay will be a breach of this Agreement by WasteZero.
- 3. The Program Start Date will be: On or by April 1, 2014.

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4. Program Implementation Schedule:

|     |  | Respon                                    | nsible Party                               | To be completed |  |
|-----|--|---|--|-----------------|--|
| #   | Program Service Activity   | WasteZero                                 | Municipality                               | on or before    |  |
| Sup | plies  |   |  |                 |  |
| 1   | Provide feedback on package insert copy  |   |  | TBD             |  |
| 2   | Provide final package insert copy proofs for approval  |   |  | TBD             |  |
| 3   | Approve final package insert copy  | Laborational A                            |  | TBD             |  |
| Dis | tribution and Retailers  |   | 1  |                 |  |
| 4   | Submit to WasteZero a list of recommended Retailers<br>that Municipality would like to invite to participate in the<br>program | 1990 - 1990<br>1990 - 1990<br>1990 - 1990 |  | TBD             |  |
| 5   | Create and send letters and collateral to retailers,<br>outlining the retail store distribution                                |   |  | TBD             |  |
| 6   | Deliver initial shipment of Official Municipal Bags to retailers   |   |  | TBD             |  |
| Voi | icher Development and Distribution   | Personal Sciences                         | PHILING PHILIPPIN                          | 1 200 State     |  |
| 7   | Submit to WasteZero a list of qualified householders to receive vouchers   | a Ca<br>Li Maria Ingeni                   |  | TBD             |  |
| 8   | Create and send vouchers with UPC code and related cover letter to Municipality for approval                                   |   | lestrice en substation<br>Réserve submit é | TBD             |  |
| 9   | Deliver initial mailing of vouchers to qualified households  |   |  | TBD             |  |

5. Municipality Point of Contact:

| Name:      |  |
|------------|--|
| Address:   |  |
| Tele. No.: |  |
| Email:     |  |

6. WasteZero Program Manager:

| Name:      |  |
|------------|--|
| Address:   |  |
| Tele. No.: |  |
| Email:     |  |

7. The Average Inventory Target is: <u>2 months</u>

#### <u>EXHIBIT D</u> Retailer Letter Agreement

#### Dear Retailer:

On behalf of the City of Broken Arrow, we would like to thank you for your participation in the [Name of City of Broken Arrow's Program] (the "Program") by offering Official Municipal Bags for voucher redemption and retail sale. Your participation is a critical part of making the Program a success. WasteZero looks forward to working with you to provide supplies and services for your retail customers.

WasteZero has an Agreement with the City of Broken Arrow and will provide support to the Program subject to the terms and conditions in that Agreement (the "Retailer Terms"). The Retailer Terms supersede and replace any pre-printed or additional terms that might be included on your purchase order or correspondence. By participating in the Program, you agree to the Retailer Terms and can obtain a complete copy of the Agreement by contacting us.

Among the key Retailer Terms is that you provide Official Municipal Bags of the size and specifications selected by the City of Broken Arrow in exchange for official vouchers that are distributed to eligible residents. You will also be able to order additional Official Municipal Bags and make them available for retail sale at the prices set forth below.

In order to prevent a stock-out of Official Municipal Bags and prevent an inconvenience for your customers, you agree to keep a three (3) week supply of cases of each bag on hand. Orders placed by you must be directed to WasteZero and will ordinarily be delivered within five (5) business days of placement.

#### **HOW TO PLACE ORDERS**

You may place bag orders with WasteZero in any one of the following ways:

- 1. Phone: 1-800-866-3954
- 2. Fax: 1-843-237-8724
- E-mail: customerservice@wastezero.com

It is likely you will experience "surge" volumes at the outset of the program as customers purchase an initial supply. Over time, the volume will develop into a typical pattern. We urge you to monitor the product closely during the program's initial weeks and communicate potential stock-out situations to us promptly. WasteZero will provide you reasonable assistance to avoid a stock-out. WasteZero reserves the right to bill you for excess freight charges caused by requests for rush delivery due to failure to place orders on a timely basis.

Upon delivery, you will sign an electronic FedEx receipt acknowledging the number and type of bags that were delivered. Your acceptance of the shipment will also reaffirm your agreement to the Retailer Terms.

#### **HOW TO ESTIMATE ORDERS**

Municipality's Official Bags are packaged in the following quantities at the following retail prices:

| Bag Size                     | Bags per roll | Rolls per case | Price per roll | Price per case | Bar Code |
|------------------------------|---------------|----------------|----------------|----------------|----------|
| Black Refuse<br>(30" by 32") | 50            | 8              | TBD            | TBD            | TBD      |

#### **HOW TO MAKE PAYMENTS**

WasteZero will invoice you for each delivery based on the delivery receipt indicating the number of bags and dollar amount by size on the date of delivery. All invoices billed to you are due and payable, net 30 days from date of invoice. You must remit vouchers and cash from retail sales to WasteZero and provide an accurate count of retail sales in payment of the invoice. An invoice becomes overdue on the 31<sup>st</sup> day. On the 45<sup>th</sup> day, WasteZero will apply a credit hold until overdue invoices are paid in full. During a credit hold, WasteZero will not accept new orders and will make no new deliveries.

Please make payment out to: WasteZero, Inc. Please mail payments to: WasteZero, Inc. 5180 Horry Dr., Ste. B Murrells Inlet, SC 29576

#### WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL OFFICIAL MUNICIPAL BAGS AND SERVICES PROVIDED BY WASTEZERO UNDER THIS AGREEMENT ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WASTEZERO WILL NOT BE LIABLE TO MUNICIPALITY, RETAILER, CUSTOMER OF RETAILER OR END USER FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, TREBLE OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUES, LOSS OF PROFITS OR LOSS OF REPUTATION ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE MANUFACTURE OR SALE OF PRODUCT OR PROVISION OF SERVICES. THESE LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF RECOVERING THESE DAMAGES OR LOSSES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, WASTEZERO'S AGGREGATE LIABILITY FOR ANY CLAIMS OR CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE MANUFACTURE OR SALE OF PRODUCT OR PROVISION OF SERVICES WILL NOT EXCEED THE TOTAL AMOUNT PAID BY MUNICIPALITY TO WASTEZERO DURING THE SIX MONTH PERIOD PRECEDING THE ACT GIVING RISE TO THE CLAIM FOR DAMAGES.

#### **RETURNS AND REPLACEMENTS**

WasteZero wants Retailers and customers to be completely satisfied with the quality of Official Municipal Bags. Should any Retailer or customer experience a *bona fide* product defect with his or her Official Municipal Bags, WasteZero will replace the defective product at no charge with a product of equivalent specification. Defective products must be returned for inspection. The product defect must be related to the design, manufacture, or supply of the product and not related to Retailer or customer overload, mishandling or misuse. Replacements will be processed at the point of sale. Cash refunds or discounts are not authorized. To obtain appropriate credit, Retailers must return the defective product to WasteZero.

If WasteZero ships a greater quantity of product or product of different specification than product ordered by you, at your election, WasteZero will honor a request for inventory return. Inventory returns must be coordinated with the WasteZero personnel with whom the original order was placed. WasteZero, however, will not bear the cost of correcting errors made by you in placing your order.

WasteZero looks forward to working with you to make the City of Broken Arrow's Program a success. If you have any questions or concerns, please feel free to contact us at 800-866-3954.

Sincerely, Customer Service

WasteZero, Inc.

#### **To Place Orders**

- Phone: 1-800-866-3954
- Fax: 1-843-237-8724
- E-mail: customerservice@wastezero.com

#### **Timing of Orders**

- You may place orders on any business day.
- Delivery will be made within five (5) business days.
- Keep a 3 week supply on hand.
- Rush orders will be billed excess freight.

#### **To Make Payments**

- Make payment out to: WasteZero, Inc.
- Mail payment to:
- WasteZero, Inc. 5180 Horry Dr., Ste. B Murrells Inlet, SC 29576

# Bag Order Quick Reference Sheet

WasteZero Customer Service: 1-800-866-3954

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#### EXHIBIT E

#### **Retailer Credit Policy and Procedures**

WasteZero will invoice the Retailer for each delivery based on the delivery receipt indicating the number of bags and dollar amount by size sold to the Retailer on the date of delivery. All invoices billed to Retailers are due and payable, net thirty (30) days from date of invoice. Invoices may be paid by remitting vouchers and cash from retail sales.

WasteZero will use reasonable and customary efforts to collect all outstanding balances owed by Retailers. Outstanding balances not paid with redeemed vouchers must be paid in cash.

• In the event that the Retailer does not pay within terms, when the Retailer calls in an additional order, WasteZero will verbally remind the Retailer of the past due balances and ask for prompt payment. The Retailer will also be reminded that their account will be placed on hold when it becomes forty-five (45) days past the date of invoice (or 15 days past due).

• If an invoice becomes forty-five (45) days past the date of invoice (or fifteen (15) days past due), WasteZero will place the Retailer's account on hold, will not accept new orders from that Retailer, and will make no new deliveries to that Retailer until all invoices forty-five (45) days past the date of invoice (or fifteen (15) days past due) are paid in full. WasteZero will then remove the hold on the account, resume accepting new orders and deliver bags to the Retailer.

- In the event invoices become sixty (60) days past the date of invoice (or thirty (30) days past due):
  - No new orders will be accepted or deliveries made to the delinquent Retailer account in the future.
  - WasteZero will reserve the right to take any actions available to it to collect on the delinquent account

#### WasteZero Return and Replacement Policy

WasteZero wants Retailers and customers to be completely satisfied with the quality of Official Municipal Bags. Should any Retailer or customer experience a *bona fide* product defect with his or her Official Municipal Bags, WasteZero will replace the defective product at no charge with a product of equivalent specification. Defective products must be returned for inspection. The product defect must be related to the design, manufacture, or supply of the product and not related to Retailer or customer overload, mishandling or misuse. Replacements will be processed at the point of sale. Cash refunds or discounts are not authorized. To obtain appropriate credit, Retailers must return the defective product to WasteZero.

If WasteZero ships a greater quantity of product or product of different specification than product ordered by Retailer, at Retailer's election, WasteZero will honor a request for inventory return. Inventory returns must be coordinated with the WasteZero personnel with whom the original order was placed. WasteZero, however, will not bear the cost of correcting errors made by Retailers in their order placements.

Please Note: WasteZero does not give exchanges for Official Municipal Bags purchased through unauthorized Retailers or individuals.

attachment 2 Capacity info side)



FACT SHEET



# WasteZero Imprinted Trash Bags

- o 20 years of waste reduction
- o 850 municipalities
- o 99.6% customer retention
- o US-made supplies
- o 44% decrease in solid waste
- 2x-3x increase in recycling
- \$200M saved by
   WasteZero partner
   municipalities to date

You may already know that for more than 20 years, WasteZero<sup>®</sup> has been dedicated to partnering with municipalities just like yours to deliver the most effective waste reduction programs in the United States.

But did you know that WasteZero is also the nation's leading provider of pay-as-you-throw (PAYT) trash metering bags?

#### WasteZero US-Made, Fully Customized Plastic Trash Bags—Simply the Best in the Business

You have a lot of choices when it comes to choosing your town's plastic trash bags; choices ranging from size, gauge, color, capacity, closure, print, packaging—and price. And only WasteZero can provide you with the highest quality bags to meet your very specific needs.

#### Some of the strongest available

WasteZero bags are some of the few bags in the industry with three-ply technology. We use a state-of-the-art plastic called metallocene, adding more reinforcement, strength, and durability than most polyethylene bags out there.

#### Thickness to suit your specific needs

Looking for a thinner bag at less than 1.0 mil? How about an extra-thick 3.0 mil bag? No problem. WasteZero manufactures bags in a variety of gauges. This is especially important when your needs require a specific thickness; WasteZero Trash Metering<sup>™</sup> bags have been standing up to trash bag demands for 20 years. And we always check the thickness of your bags several times during production, ensuring your and your residents' satisfaction.

#### Countless customizable options

We make your bags exactly the way you want them. Need your municipal name, official seal, or directions for use printed on your bags? Custom printing is standard. You have your choice of bag colors, sizes, and thicknesses, as well as imprinting styles and colors. Prefer drawstring over twist tie bags? We offer both. You even have options right down to the way your bags are packaged, including small quantity packs like 5 bags per pack. And we manufacture all our bags with recycled content (unless you don't prefer it) - and even offer you biodegradable options as well. Our flexibility in manufacturing puts us ahead of the curve when it comes to precision customization and one-of-a-kind customer service.

#### US-made bags, local service

There are a lot of advantages to knowing who makes your trash bags and to working with them directly. Unlike many third-party vendors, we know, measure, and record everything about our products, from the contents of each bag to the weight and barcode of every case that leaves our USbased state-of-the-art manufacturing plant.

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You want to know that you've got someone who knows what they're doing. Your bags are important to them. It's not like you're making 30 million bags and you're just going to run these quarter of a million bags for this community for some reason. It's nice that they know what's behind it.<sup>29</sup>

Bob Fiore Department of Public Works Worcester, MA

"WasteZero Product Helps Cities Boost Recycling, Limit Dumping" The SunNews, July 13, 2009



Being your vendor is an important job, and we take it seriously. Because we make all our bags in our facility right here in the US, we control the manufacturing process from start to finish. That means whenever you have a question or a concern, you pick up the phone and speak directly to us, bypassing the challenges and time commitments often inherent with third party or overseas vendors.

#### Comprehensive WasteZero Trash Metering<sup>™</sup> Programs

A full WasteZero Trash Metering program incorporates not only the highest quality US-made supplies, but also all of the services to ensure the program is successful. Only WasteZero can provide you with impact and benefits analyses, dedicated resources, resident education and outreach programs, retail distribution, and program accounting and reporting.

#### WasteZero Retail Store Distribution™

That's right. We deliver. We understand that the logistics of launching a PAYT or trash metering program can be time consuming and expensive. That's why we don't stop at manufacturing—our Retail Store Distribution program is in place to free you from all the distribution, warehousing, inventorying, and accounting responsibilities that go in to a successful program.

#### Capacity-It's in the Bag

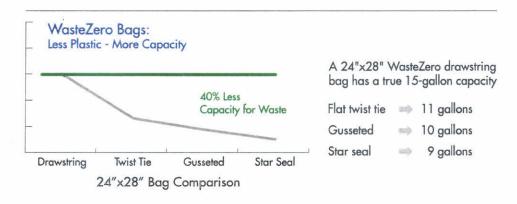
WasteZero manufactures both twist-tie and drawstring trash bags in just about any size and color combination imaginable. But we recognize that by far, customers prefer drawstring bags. In fact, nearly 70% of all the trash bags sold in retail markets are drawstrings.

#### The drawstring bag-more capacity, less plastic, self-contained

When considering the most effective bags for your program, capacity is an important factor. And no bag style is more effective than a drawstring. It holds more trash while using less plastic.

It's simple: not every bag with the same dimensions holds the same amount of trash.

To learn more about our trash bags, our program services, or to place an order, visit us at www.wastezero.com or call us at 800-866-3954.



#### About WasteZero

WasteZero is the nation's leading provider of proven and practical waste reduction programs. We partner with municipalities throughout the US to develop innovative programs and services that reduce the amount of waste deposited into landfills and burned in incinerators, increase recycling, and generate savings and revenue. With more than 850 municipal partners—more than any other company in the US—WasteZero provides best-in-class services that include WasteZero Trash Metering™ programs and Pay-As-You-Throw conversion programs proven to reduce solid waste 44% annually on average.

WasteZero manufactures 99% of the supplies that support our programs, including customized plastic trash bags made in the US with the industry's state-of-the-art technology. Our Retail Store Distribution Program™ offers trash bag warehousing, inventory management, accounting and reporting, and more. WasteZero has offices in Cambridge, MA, Raleigh, NC, Murrells Inlet, SC and Chicago, IL. For more information, please visit www.wastezero.com or call 800-866-3954. Find out more at www.wastezero.com attachment 3 - SAmple retailer lette

#### CITY OF CHARLESTON PURCHASING DEPARTMENT



September, 2013

Dear Retailer:

On behalf of the City of Charleston, we would like to thank you for your participation in the Refuse and Recycling Voucher Program (the "Program") by offering refuse and recycling Official Municipal Bags for voucher redemption and retail sale. Your participation is a critical part of making the Program a success. We are excited to have WasteZero working with you to provide supplies and services for your retail customers.

#### **TERMS OF PARTICIPATION**

Among the key terms of your participation in the Program is that you provide Official Municipal Bags of the size and specifications selected by the City of Charleston in exchange for official vouchers that are distributed to eligible residents. You will also be able to order additional Official Municipal Bags and make them available for retail sale at the prices set forth below. The Official Municipal Bags offered for sale **will be subject to the West Virginia sales tax**.

In order to prevent a stock-out of Official Municipal Bags and prevent an inconvenience for your customers, you agree to keep a three (3) week supply of cases of each bag size on hand. Orders placed by you must be directed to WasteZero at the contact information in this letter and will ordinarily be delivered within five (5) business days of placement.

WasteZero has an Agreement with the City of Charleston and will provide support to the Program; you should call WasteZero with your questions. The terms in this letter supersede and replace any pre-printed or additional terms that might be included on your purchase order or correspondence. By participating in the Program, you agree to these terms. Upon delivery, you will sign a receipt acknowledging the number and type of bags that were delivered. Your acceptance of the shipment will also reaffirm your agreement to the terms in this letter.

#### **HOW TO PLACE ORDERS**

You may place bag orders with WasteZero in any one of the following ways:

- 1. Phone: 1-800-866-3954
- 2. Fax: 1-843-473-4991
- 3. E-mail: customerservice@wastezero.com

Order quantities must meet a minimum of one pallet per product. Pallet quantities per product are included below. If after 90 days you no longer wish to maintain any inventory that has not been redeemed or sold, you may contact WasteZero to return the product, at no cost.

It is likely you will experience "surge" volumes at the outset of each voucher mailing aligned to the program as customers redeem the vouchers they have received. The initial voucher mailing is targeted for September 1, 2013 to support a Program Launch on September 16, 2013. Additional voucher mailings will follow every 6 months. Over time, the volume will develop into

P.O. BOX 2749 • CHARLESTON, WV 25330 • (304) 348-8014 OFFICE • (304) 348-8157 FAX



a typical pattern. We urge you to monitor the product closely during the program's initial voucher mailing and communicate potential stock-out situations to us promptly. WasteZero will provide you reasonable assistance to avoid a stock-out. WasteZero reserves the right to bill you for excess freight charges caused by requests for rush delivery due to failure to place orders on a timely basis.

#### HOW TO ESTIMATE ORDERS

Charleston's Official Municipal Bags are packaged in the following quantities at the following suggested retail prices:

| Bag Size                        | Bags<br>per roll | Rolls<br>per case | Cases per<br>pallet | Retailer Cost<br>per roll | Recommended<br>Retail Price per roll | Bar Code        |
|---------------------------------|------------------|-------------------|---------------------|---------------------------|--------------------------------------|-----------------|
| Black Refuse<br>(32" by 34")    | 50               | 15                | 28                  | \$5.75                    | \$6.00                               | 7-34408-51201-7 |
| Clear Recycling<br>(32" by 34") | 35               | 20                | 28                  | \$4.75                    | \$5.00                               | 7-34408-51200-0 |

#### HOW TO MAKE PAYMENTS

Every thirty (30) days, WasteZero will invoice you for bags ordered and delivered in the preceding month. You will have thirty (30) days thereafter to remit vouchers, remit the cash from retail sales to WasteZero and provide an accurate count of retail sales. Any invoices billed to you are due and payable, net 30 days from date of invoice. An invoice becomes overdue on the 31st day. On the 45th day, WasteZero will apply a credit hold until overdue invoices are paid in full. During a credit hold, WasteZero will not accept new orders and will make no new deliveries.

Please make payment out to: WasteZero, Inc. Please mail payments to: WasteZero, Inc. 5180 Horry Dr., Ste. D Murrells Inlet, SC 29576 Please include the invoice number on your payment

All remitted vouchers must be sent to WasteZero in the mailing materials provided. An initial supply of these materials will be provided with the first order. Additional supplies may be requested by contacting WasteZero Customer Service.



#### **RETURNS AND REPLACEMENTS**

The City of Charleston wants Retailers and customers to be completely satisfied with the quality of Official Municipal Bags. Should any Retailer or Customer experience a *bona fide* product defect with his or her Official Municipal Bags, WasteZero, our third party provider, will replace the defective product at no charge with a product of equivalent specification. Defective products must be returned for inspection. The product defect must be related to the design, manufacture, or supply of the product and not related to Retailer or customer overload, mishandling or misuse. Replacements will be processed at the point of sale. Cash refunds or discounts are not authorized. To obtain appropriate credit, Retailers must return the defective product to WasteZero.

If WasteZero ships a greater quantity of product or product of different specification than product ordered by you, at your election, WasteZero will honor a request for inventory return. Inventory returns must be coordinated with the WasteZero personnel with whom the original order was placed. WasteZero, however, will not bear the cost of correcting errors made by you in placing your order.

We look forward to working with you to make the City of Charleston's Program a success. If you have any questions or concerns, please feel free to contact WasteZero at 800-866-3954.

Sincerely, Shannon L. Milroy Purchasing Director

#### **Placing Orders**

- Phone: 1-800-866-3954
- Fax: 1-843-473-4991
- E-mail: customerservice@wastezero.com

#### **Timing of Orders**

- You may place orders on any business day.
- Delivery will be made within five (5) business days.
- Keep a 3-week supply on hand.
- Rush orders will be billed excess freight.

#### **Making Payments**

- Make payment out to: WasteZero, Inc.
- Mail payment to: WasteZero, Inc. 5180 Horry Dr., Ste. D

Murrells Inlet, SC 29576

Please include the invoice number on your payment

Bag Order Quick Reference Sheet

> WasteZero Customer Service: 1-800-866-3954

P.O. BOX 2749 • CHARLESTON, WV 25330 • (304) 348-8014 OFFICE • (304) 348-8157 FAX



# attachment 4 (SAmple monthly report)

# CITY OF COLUMBIA, MO SEPTEMBER 2013

# VOUCHER PROGRAM RETAIL STORE DISTRIBUTION<sup>™</sup> MONTHLY REPORT

5180 HORRY DRIVE MURRELLS INLET, SC 29576 (O) 843-299-0352 (F) 843-299-0445 wmorgan@wastezero.com www.wastezero.com





A Division of SCBT Temp-Return Service Requested

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Page 1 FIRST ANALYSIS BUSINESS CKING

Account Number 0060090895

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WASTEZERO INC CUSTODIAN FOR CITY OF COLUMBIA MO 5180 HORRY DRIVE SUITE B MURRELLS INLET SC 29576-5241

#### Statement Period: Sep 3 thru Sep 30 2013

| Beginning Balance | Additions | No. | Subtractions | No. | Ending Balance |
|-------------------|-----------|-----|--------------|-----|----------------|
| 16,312.28         | 1,445.35  | 1   | 16,112.28    | 1   | 1,645.35       |
|                   | 2/120.00  | -   | 201220.20    | 4.  | 1,040.00       |

|    | ANSACTION ACTIVITY                            | Deposits | Withdrawals | Balance                            |
|----|---|----------|-------------|------------------------------------|
| Se | p 4 Deposit Check<br>p 13 Wire Transfer Debit | 1,445.35 | 16,112.28   | 16,312.28<br>17,757.63<br>1,645.35 |



## Bank Statement - By Transaction

#### Columbia MO

For the Period From 9/1/13 to 9/30/13

| Date      | Trans ID | Deposit # | Reference | Invoice | Amount       | Balance  |
|-----------|----------|-----------|-----------|---------|--------------|----------|
|           |          |           |           | Open    | ning Balance | 16,312.2 |
| 9/4/2013  | 37345    | 9/4/2013  | 100       | 65121   | 653.45       | 16,965.7 |
| 9/4/2013  | 37344    | 9/4/2013  | 100       | 64020   | 791.90       | 17,757.6 |
| 9/13/2013 | 37360    | 9/13/2013 | 101       | 25621   | -16,112.28   | 1,645.3  |

**Closing Balance** 

1,645.35

10/11/2013 10:51:58 AM

# Cash Receipts Journal

| Date           | Transaction   | Desci            | ription          | Deposit           | Amount     | Cases |
|----------------|---------------|------------------|------------------|-------------------|------------|-------|
| Columbia       | a MO          |                  |                  |                   |            |       |
| For the Period | d From 9/1/13 | To 9/30          | )/13             |                   |            |       |
| 3-Sep-13       | 101           | Invoice #        | 25621            | 9/13/2013         | -16,112.28 | 0     |
|                |               | City of Columbia | a Solid Waste De | ept.              |            |       |
| 4-Sep-13       | 100           | Invoice #        | 65121            | 9/4/2013          | 653.45     | 15    |
|                |               | Westlakes Ace    | Hardware 5       |                   |            |       |
| 4-Sep-13       | 100           | Invoice #        | 64020            | 9/4/2013          | 791.90     | 18    |
|                |               | Westlakes Ace    | Hardware 2       |                   |            |       |
|                |               |                  | Total De         | posits for Period | 1,445.35   | 33    |

| Itom                           | Cases   | Amount   |  |
|--------------------------------|---|--|--|
| item                           | 00305   | Amount   |  |
|                                |   |  |  |
| to 9/30/13                     |   |  |  |
| ty Columbia Black 33 x 37 DS   | 28  | 0.00   |  |
| Total                          | 28  | 0.00   |  |
|                                |   |  |  |
| Columbia Black 33 x 37 DS      | 28  | 1,470.00   |  |
| Total                          | 28  | 1,470.00   |  |
| the state of the state         |   |  |  |
| Columbia Black 33 x 37 DS      | 28  | 1,470.00   |  |
| Total                          | 28  | 1,470.00   |  |
|                                |   |  |  |
| Columbia Trans Blue 24 x 28 DS | 70  | 2,413.60   |  |
|                                |   | 1,470.00   |  |
| Total                          | 98  | 3,883.60   |  |
|                                | 22  | 1 170 00   |  |
|                                |   | 1,470.00   |  |
| lotal                          | 28  | 1,470.00   |  |
| Calumbia Black 22 v 27 DC      | 20  | 1 470 00   |  |
|                                |   | 1,470.00   |  |
| Iotal                          | 20  | 1,470.00   |  |
| Columbia Black 22 x 27 DS      | 29  | 1,470.00   |  |
|                                |   | 1,470.00   |  |
| Total                          | 20  | 1,470.00   |  |
| Columbia Black 33 x 37 DS      | 28  | 1,470.00   |  |
|                                |   | 1,470.00   |  |
| iotai                          | 20  | 1,470.00   |  |
| Columbia Black 33 x 37 DS      | 28  | 1,470.00   |  |
| Columbia Trans Blue 24 x 28 DS | 70  | 2,413.60   |  |
| Total                          | 98  | 3,883.60   |  |
|                                |   |  |  |
| Columbia Black 33 x 37 DS      | 28  | 1,470.00   |  |
|                                | ty Columbia Black 33 x 37 DS<br>Total<br>Columbia Black 33 x 37 DS<br>Total<br>Columbia Black 33 x 37 DS<br>Total<br>Columbia Trans Blue 24 x 28 DS<br>Columbia Black 33 x 37 DS<br>Total<br>Columbia Black 33 x 37 DS<br>Total | to 9/30/13 by Columbia Black 33 × 37 DS 28 Total 28 Columbia Black 33 × 37 DS 28 Total 28 Columbia Black 33 × 37 DS 28 Columbia Columb |  |

Invoice Register - By Store Detail

Friday, October 11, 2013

| Invoice | Date S             | tore | ltem                           | Cases | Amount   |
|---------|--------------------|------|--------------------------------|-------|----------|
|         |                    |      | Total                          | 28    | 1,470.00 |
| 67966   | 9/11/2013          |      |                                |       |          |
| Gert    | Des                |      | Columbia Black 33 x 37 DS      | 28    | 1,470.00 |
|         |                    |      | Total                          | 28    | 1,470.00 |
| 67967   | 9/11/2013          |      |                                |       |          |
| Hyve    | ee                 |      | Columbia Black 33 x 37 DS      | 28    | 1,470.00 |
| Hyve    | ee                 |      | Columbia Trans Blue 24 x 28 DS | 70    | 2,413.60 |
|         |                    |      | Total                          | 98    | 3,883.60 |
| 67971   | 9/11/2013          |      |                                |       |          |
| HyV     | ee #2              |      | Columbia Black 33 x 37 DS      | 28    | 1,470.00 |
|         |                    |      | Total                          | 28    | 1,470.00 |
| 67973   | 9/11/2013          |      |                                |       |          |
| Mos     | ers                |      | Columbia Black 33 x 37 DS      | 28    | 1,470.00 |
|         |                    |      | Total                          | 28    | 1,470.00 |
| 67974   | 9/11/2013          |      |                                |       |          |
| Patr    | icias              |      | Columbia Black 33 x 37 DS      | 28    | 1,470.00 |
|         |                    |      | Total                          | 28    | 1,470.00 |
| 67977   | 9/11/2013          |      |                                |       |          |
| Schr    | nucks              |      | Columbia Trans Blue 24 x 28 DS | 70    | 2,413.60 |
|         |                    |      | Total                          | 70    | 2,413.60 |
| 67978   | 9/11/2013          |      |                                |       |          |
| Wes     | tlakes Ace Hardwar | e 2  | Columbia Black 33 x 37 DS      | 28    | 1,470.00 |
|         |                    |      | Total                          | 28    | 1,470.00 |
| 68308   | 9/18/2013          |      |                                |       |          |
| Gert    | bes                |      | Columbia Black 33 x 37 DS      | 28    | 1,470.00 |
|         |                    |      | Total                          | 28    | 1,470.00 |
| 68309   | 9/18/2013          |      |                                |       |          |
| Hyve    | ee                 |      | Columbia Black 33 x 37 DS      | 56    | 2,940.00 |
|         |                    |      | Total                          | 56    | 2,940.00 |
| 68310   | 9/18/2013          |      |                                |       |          |
| HyVe    | ee #2              |      | Columbia Trans Blue 24 x 28 DS | 70    | 2,413.60 |
|         |                    |      | Total                          | 70    | 2,413.60 |
| 68311   | 9/18/2013          |      |                                |       |          |

# Invoice Register - By Store Detail

Friday, October 11, 2013

| Invoice Date Store   | Item                           | Cases | Amount   |
|--|--------------------------------|-------|--|
| HyVee #3   | Columbia Black 33 x 37 DS      | 56    | 2,940.00   |
| .,   | Total                          | 56    | 2,940.00   |
| 68312 9/18/2013  |                                |       |  |
| Mosers #2  | Columbia Black 33 x 37 DS      | 28    | 1,470.00   |
|  | Total                          | 28    | 1,470.00   |
| 68313 9/18/2013  |                                |       | 4 470 00   |
| Schnucks   | Columbia Black 33 x 37 DS      | 28    | 1,470.00   |
|  | Total                          | 28    | 1,470.00   |
| 68314 9/18/2013  |                                |       |  |
| Westlakes Ace Hardware 5   | Columbia Black 33 x 37 DS      | 28    | 1,470.00   |
|  | Total                          | 28    | 1,470.00   |
| 68533 9/25/2013  |                                |       |  |
| Gerbes   | Columbia Black 33 x 37 DS      | 28    | 1,470.00   |
|  | Total                          | 28    | 1,470.00   |
| 68534 9/25/2013  |                                |       |  |
| Gerbes   | Columbia Black 33 x 37 DS      | 28    | 1,470.00   |
|  | Total                          | 28    | 1,470.00   |
| 68535 9/25/2013  |                                |       | - Jero Jero Internetionalista de la competitiva de la competitiv |
| HyVee #2   | Columbia Trans Blue 24 x 28 DS | 70    | 2,413.60   |
|  | Total                          | 70    | 2,413.60   |
| 68537 9/25/2013  |                                |       |  |
| Mendars Columbia   | Columbia Black 33 x 37 DS      | 28    | 1,470.00   |
|  | Total                          | 28    | 1,470.00   |
| 68538 9/25/2013  |                                |       |  |
| Mosers   | Columbia Trans Blue 24 x 28 DS | 70    | 2,413.60   |
|  | Total                          | 70    | 2,413.60   |
| 68541 9/25/2013  |                                |       |  |
| Schnucks   | Columbia Trans Blue 24 x 28 DS | 70    | 2,413.60   |
| Schnucks   | Columbia Black 33 x 37 DS      | 28    | 1,470.00   |
|  | Total                          | 98    | 3,883.60   |
| 1 March 1 Marc | Total                          | 1,344 | 58,998.80  |

### Invoice Register - By Store Detail

Friday, October 11, 2013

# Aged Receivables

#### Columbia MO

#### As of 9/30/13

| Shipment L | ocation | Invoice # | 0-30         | 31-60     | 61-90          | 90+  | Total     |
|------------|---------|-----------|--------------|-----------|----------------|--|-----------|
| Gerbes 1   |         |           | 2900 Paris   | Rd        | 573-474-1427   |  |           |
| 1          | 67144   | 8/21/2013 |              | 654.90    |                |  | 654.90    |
|            | 87433   | 8/28/2013 |              | 1,470.00  |                |  | 1,470.00  |
|            | 67683   | 9/4/2013  | 1,470.00     |           |                |  | 1,470.00  |
| 1          | 67962   | 9/11/2013 | 3,883.60     |           |                |  | 3,883.60  |
|            | 68533   | 9/25/2013 | 1,470.00     |           |                |  | 1,470.00  |
|            |         |           | 6,823.60     | 2,124.90  | 0.00           | 0.00   | 8,948.50  |
| Gerbes 2   |         |           | 1729 West    | Broadway  | 573-445-9433   |  |           |
| (          | 87434   | 8/28/2013 |              | 1,310.09  |                |  | 1,310.09  |
| 6          | 67685   | 9/4/2013  | 1,470.00     |           |                |  | 1,470.00  |
| 6          | 37963   | 9/11/2013 | 1,470.00     |           |                |  | 1,470.00  |
| e          | 68308   | 9/18/2013 | 1,470.00     |           |                |  | 1,470.00  |
|            |         |           | 4,410.00     | 1,310.09  | 0.00           | 0.00   | 5,720.09  |
| Gerbes 3   |         |           | 205 E Nifo   | ng        | 573-874-2939   |  |           |
| e          | 38534   | 9/25/2013 | -2,796.11    |           |                |  | -2,796.11 |
|            |         |           | -2,796.11    | 0.00      | 0.00           | 0.00   | -2,796.11 |
| Hyvee      |         |           | 3100 W Br    | oadway    | 573-477-0133   |  |           |
| 6          | 37147   | 8/21/2013 |              | 2,618.72  |                |  | 2,618.72  |
| 6          | 7435    | 8/28/2013 |              | 9,237.20  |                |  | 9,237.20  |
| 6          | 7967    | 9/11/2013 | 3,883.60     |           |                |  | 3,883.60  |
| 6          | 8309    | 9/18/2013 | 2,940.00     |           |                |  | 2,940.00  |
|            |         |           | 6,823.60     | 11,855.92 | 0.00           | 0.00   | 18,679.52 |
| HyVee #2   |         |           | 405 E Nifon  | g Blvd    | (573) 442-8595 |  |           |
| 6          | 8535    | 9/25/2013 | -3,417.37    |           |                |  | -3,417.37 |
|            |         |           | -3,417.37    | 0.00      | 0.00           | 0.00   | -3,417.37 |
| HyVee #3   |         |           | 25 Conley R  | d         | 573-442-7703   | and a second sec |           |
| 6          | 7438    | 8/28/2013 |              | 1,098.39  |                |  | 1,098.39  |
| 6          | 7695    | 9/4/2013  | 1,470.00     |           |                |  | 1,470.00  |
| 6          | 8311    | 9/18/2013 | 2,940.00     |           |                |  | 2,940.00  |
|            |         |           | 4,410.00     | 1,098.39  | 0.00           | 0.00   | 5,508.39  |
| Menards Co |         |           | 3340 Vandiv  | ver Dr    | 573-474-1502   |  |           |
| 6          | 8537    | 9/25/2013 | 585.79       |           |                |  | 585.79    |
|            |         |           | 585.79       | 0.00      | 0.00           | 0.00   | 585.79    |
| Mosers     |         |           | 705 Business | s Loop 70 | 573-442-4102   |  |           |
| 6          | 8538    | 9/25/2013 | -982.55      |           |                |  | -982.55   |
|            |         |           | -982.55      | 0.00      | 0.00           | 0.00   | -982.55   |

Monday, October 28, 2013

# Aged Receivables

#### Columbia MO

#### As of 9/30/13

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| Invoice # | 0-30  | 31-60   | 61-90  | 90+  | Total  |
|-----------|---|---|--|--|--|
|           | 4840 Rangeline Street   |   | 573-442-5480   |  |  |
| 8/21/2013 |   | 27.02   |  |  | 27.02  |
| 9/18/2013 | 1,470.00  |   |  |  | 1,470.00   |
|           | 1,470.00  | 27.02   | 0.00   | 0.00   | 1,497.02   |
|           | 900 North Ke  | ene   | 573-474-9421   |  |  |
| 9/11/2013 | 371.20  |   |  |  | 371.20   |
|           | 371.20  | 0.00  | 0.00   | 0.00   | 371.20   |
|           | 1400 Forum I  | Blvd  | 573-446-2800   |  | 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1               |
| 9/25/2013 | 3,266.30  |   |  |  | 3,266.30   |
|           | 3,266.30  | 0.00  | 0.00   | 0.00   | 3,266.30   |
| dware 2   | 1910 West W   | /orley  | 573-445-4012   |  |  |
| 8/28/2013 |   | 3,097.24  |  |  | 3,097.24   |
| 9/11/2013 | 1,470.00  |   |  |  | 1,470.00   |
|           | 1,470.00  | 3,097.24  | 0.00   | 0.00   | 4,567.24   |
| dware 5   | 1900 Busines  | s Loop 70 E   | 573-449-7277   |  |  |
| 8/28/2013 |   | 3,585.82  |  |  | 3,585.82   |
| 9/18/2013 | 1,470.00  |   |  |  | 1,470.00   |
|           | 1,470.00  | 3,585.82  | 0.00   | 0.00   | 5,055.82   |
| Total     |   | 23,099.38   | 0.00   | 0.00   | 47.003.84  |
|           | 8/21/2013<br>9/18/2013<br>9/11/2013<br>9/25/2013<br>9/25/2013<br>dware 2<br>8/28/2013<br>9/11/2013<br>dware 5<br>8/28/2013<br>9/18/2013 | 4840 Rangeli<br>8/21/2013<br>9/18/2013<br>1,470.00<br>900 North Ke<br>9/11/2013<br>371.20<br>371.20<br>1400 Forum I<br>9/25/2013<br>3,266.30<br>3,266.30<br>3,266.30<br>dware 2<br>1910 West W<br>8/28/2013<br>9/11/2013<br>1,470.00<br>1,470.00<br>dware 5<br>1900 Busines<br>8/28/2013<br>9/18/2013<br>1,470.00<br>1,470.00 | 4840 Rangeline Street         8/21/2013       27.02         9/18/2013       1,470.00         1,470.00       27.02         900 North Keene       900 North Keene         9/11/2013       371.20       0.00         371.20       0.00       1400 Forum Blvd         9/25/2013       3,266.30       0.00         3/286.30       3,000       0.00         dware 2       1910 West Worley       8/28/2013         9/11/2013       1,470.00       3,097.24         9/11/2013       1,470.00       3,097.24         9/18/2013       1,470.00       3,585.82         9/18/2013       1,470.00       3,585.82         9/18/2013       1,470.00       3,585.82 | 4840 Rangeline Street       573-442-5480         8/21/2013       27.02         9/18/2013       1,470.00         1,470.00       27.02         900 North Keene       573-474-9421         9/11/2013       371.20       0.00         371.20       0.00       0.00         9/25/2013       3,266.30       573-446-2800         9/25/2013       3,266.30       0.00       0.00         3,266.30       0.00       0.00       0.00         dware 2       1910 West Worley       573-445-4012         8/28/2013       3,097.24       0.00         9/11/2013       1,470.00       3,097.24       0.00         dware 5       1900 Business Loop 70 E       573-449-7277         8/28/2013       3,585.82       0.00         9/18/2013       1,470.00       3,585.82       0.00 | $\begin{array}{c c c c c c c c c c c c c c c c c c c $ |

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#### Transaction Details Tracking Number: Drafted By: Create Date: Approved By: Approval Date: Status: Payment Date:

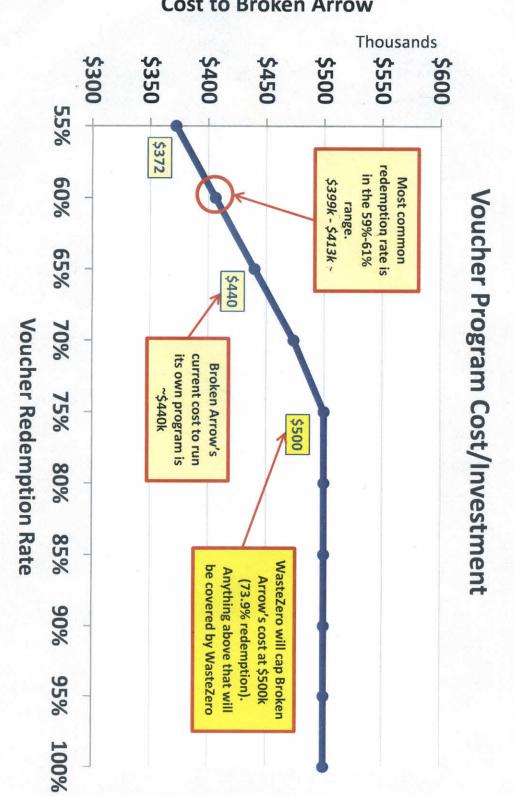
Originating Account Number: Amount: Message to Beneficiary: Description: Beneficiary Name: Beneficiary Street 1: Beneficiary City: Beneficiary State: Beneficiary Postal Code: Beneficiary FI Routing Number: Beneficiary FI Name: Beneficiary FI Street 1: Beneficiary FI City: Beneficiary FI State: Beneficiary FI Postal Code: To Account Number: To Account Type: Wire Header:

823633 Wendy Morgan 10/15/2013 8:37:15 AM Dee Hatley 10/15/2013 9:33:45 AM Processed 10/15/2013 COLUMBIA MO (60090895) \$1,445.35 WasteZero PAYT Store Door Delivery Sales

City of Columbia 701 E. Broadway Columbia MO 65201 XXXX0210 US Bank 1000 E. Broadway Columbia MO 65201 XXXXX767508 Checking WASTEZERO INC

atachment 5

# Broken Arrow, OK Voucher Program Cost/Investment



**Cost to Broken Arrow** 

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#### **Request for Action**

File #: 18-1427, Version: 1

PREPARED 3/29/19, 6:45:09 PROGRAM GM314L

| UND 020 BAM/<br>DATE<br>DUE | VENDOR<br>NO | VENDOR<br>NAME  | VOUCHER<br>NO                   | I NVOI CE<br>NO                  | ACCOUNT<br>NO   | AMOUNT  |
|-----------------------------|--------------|---|---------------------------------|----------------------------------|---|---|
| 9/ 19/ 2017                 |              | THERMO FISHER SCIENTIFIC                                    | PI 0574                         | 382295                           | 020-5405-434.60-34<br>9/19/2017 TOTAL -<br>CUMULATIVE TOTAL -   | 72.58   |
| 1/09/2018                   | 9892         | GOODYEAR COMMERCIAL TIRE                                    | PI 0160<br>PI 0180              | 254102432<br>254102432           | 020-0000-141.00-00<br>020-5125-436.60-19<br>11/09/2018 TOTAL -<br>CUMULATIVE TOTAL -                      | 1,460.56<br>9.95<br>1,470.51<br>1,543.09              |
| 1/ 13/ 2018                 | 9892         | GOODYEAR COMMERCIAL TIRE                                    | PI 0161                         | 2541012454                       | 020-0000-141.00-00<br>11/13/2018 TOTAL -<br>CUMULATIVE TOTAL -  | 1,462.00<br>1,462.00<br>3,005.09                      |
| 1/ 16/ 2018                 | 452          | GELLCO UNIFORMS & SHOES INC                                 | PI 0397                         | 00238582                         | 020-5305-438.60-10<br>11/16/2018 TOTAL -<br>CUMULATIVE TOTAL -  | 197.98<br>197.98<br>3,203.07                          |
| 11/19/2018                  | 452          | GELLCO UNIFORMS & SHOES INC                                 | PI 0398<br>PI 0399              | 00238635\<br>00238699            | 020-5415-435.60-10<br>020-5415-435.60-10<br>11/19/2018 TOTAL -<br>CUMULATI VE TOTAL -                     | 197 98  |
| 2/ 14/ 2018                 | 9892         | GOODYEAR COMMERCIAL TIRE                                    | PI 0162                         | 2541012689                       | 020-0000-141.00-00<br>12/14/2018 TOTAL -<br>CUMULATIVE TOTAL -  | 547.71<br>547.71<br>4,146.74                          |
| 2/21/2018                   | 4335         | NORTHERN TOOL & EQUIPMENT CO.                               | PI 0577                         | 6803040052                       | 020-5410-435.60-24<br>12/21/2018 TOTAL -<br>CUMULATIVE TOTAL -  | 1,473.96<br>1,473.96<br>5,620.70                      |
| 2/23/2018                   | 133          | UTILITY SUPPLY  | PI 0576                         | 122435                           | 020-5400-434.60-40<br>12/23/2018 TOTAL -<br>CUMULATIVE TOTAL -  | 440.00<br>440.00<br>6,060.70                          |
| 2/ 28/ 2018<br>2/ 28/ 2018  | 5941<br>9892 | LOWES<br>GOODYEAR COMMERCIAL TIRE                           | PI 0222<br>PI 0163              | 02297<br>2541012790              | 020-5305-438.60-23<br>020-0000-141.00-00<br>12/28/2018 TOTAL -<br>CUMULATIVE TOTAL -                      | 196.65<br>63.75<br>260.40<br>6,321.10                 |
| 1/ 11/ 2019<br>1/ 11/ 2019  | 92<br>4358   | WHITE STAR MACHINERY & SUPPLY<br>MCNEILUS TRUCK & MFG., INC | Y PI 9195<br>PI 0223<br>PI 0224 | 07193973CM<br>4246864<br>4246917 | 020-5400-434.60-20<br>020-5125-436.60-20<br>020-5125-436.60-20<br>1/11/2019 TOTAL -<br>CUMULATIVE TOTAL - | 1,878.20-<br>1,392.66<br>72.40<br>413.14-<br>5,907.96 |
| 1/15/2019                   | 4358         | MCNEILUS TRUCK & MFG., INC                                  | PI 0225                         | 4249449                          | 020-5125-436.60-20<br>1/15/2019 TOTAL -<br>CUMULATIVE TOTAL -   | 274.98<br>274.98<br>6,182.94                          |
| 1/21/2019                   | 4358         | MCNEILUS TRUCK & MFG., INC                                  | PI 0226                         | 4254803                          | 020-5125-436.60-20<br>1/21/2019 TOTAL -<br>CUMULATIVE TOTAL -   | 1,525.02<br>1,525.02<br>7,707.96                      |

PROGRAM GM314L

CITY OF BROKEN ARROW .

| ND 020 BAMA<br>DATE<br>DUE                       | VENDOR<br>NO       | VENDOR<br>NAME   | VOUCHER<br>NO   | I NVOLCE<br>NO  | ACCOUNT<br>NO  | AMOUNT  |
|--|--------------------|--|---|---|--|---|
| 1/23/2019  |                    | MCNEILUS TRUCK & MFG., INC   | PI 0227   | 4257803   | 020-5125-436.60-20<br>1/23/2019 TOTAL -<br>CUMULATIVE TOTAL -  | 215.29<br>215.29<br>7,923.25                      |
| 1/25/2019  | 9892               | GOODYEAR COMMERCIAL TIRE   | PI 0164<br>PI 0181                                    |   |  |   |
| 1/ 31/ 2019<br>1/ 31/ 2019                       | 10<br>10949        | ADVANCED INDUSTRIAL DEVICES<br>ROUTEWARE INC.  |   | 0094221<br>100085   | 020-5405-434.60-45<br>020-5125-436.60-20<br>1/31/2019 TOTAL -<br>CUMULATIVE TOTAL -  | 435.33<br>95.75<br>531.08<br>9,549.75             |
| 2/04/2019  | 74                 | BROKEN ARROW LAWN & GARDEN   | PI 0195   | 5472  | 020-5305-438.60-27<br>2/04/2019 TOTAL -<br>CUMULATIVE TOTAL -  | 94.24<br>94.24<br>9,643.99                        |
| 2/07/2019  |                    | WH! TE STAR MACH! NERY & SUPPLY  |   |   |  |   |
| 2/ 11/ 2019                                      | 10921              | TONTO ENVIRONMENTAL LLC  | PI 0469<br>PI 0470                                    | #01<br>#02CM  | 020-5405-434.40-28<br>020-5405-434.40-28<br>2/11/2019 TOTAL -<br>CUMULATIVE TOTAL -  | 21,952.36<br>12,417.30-<br>9,535.06<br>19,244.21  |
| 2/ 12/ 2019                                      | 92                 | WHITE STAR MACHINERY & SUPPLY  | Y PI 9569<br>PI 9572                                  | 07195462<br>07195468  | 020-5305-438.60-24<br>020-5400-434.60-20<br>2/12/2019 TOTAL -<br>CUMULATI VE TOTAL -   | 183.96<br>146.61<br>330.57<br>19,574.78           |
| 2/ 13/ 2019                                      | 4358               | MCNEILUS TRUCK & MFG., INC   | PI 0245   | 4277340   | 020-5125-436.60-20<br>2/13/2019 TOTAL -<br>CUMULATIVE TOTAL -  | 1,318.59-<br>1,318.59-<br>18,256.19               |
| 2/ 15/ 2019                                      | 8679               | CORE & MAIN  | PI 0356   | K094091   | 020-0000-141.00-00<br>2/15/2019 TOTAL -<br>CUMULATIVE TOTAL -  | 2,081.46<br>2,081.46<br>20,337.65                 |
| 2/20/2019  | 5941               | LOWES  | PI 0230   | 02833   | 020-5305-438.60-23<br>2/20/2019 TOTAL -<br>CUMULATIVE TOTAL -  |   |
| 2/22/2019<br>2/22/2019<br>2/22/2019<br>2/22/2019 | 92<br>2227<br>6478 | WHITE STAR MACHINERY & SUPPLY<br>HAYNES EQUIPMENT CO<br>FORTILINE INC<br>CORE & MAIN | Y PI 0335<br>PI 0253<br>PI 0165<br>PI 0166<br>PI 0167 | 07196005<br>8120990<br>4512759<br>4512759<br>4512759<br>4512759 | 020-0000-141.00-00<br>020-5415-435.40-28<br>020-0000-141.00-00<br>020-0000-141.00-00<br>020-0000-141.00-00<br>020-0000-141.00-00<br>020-0000-141.00-00<br>2/22/2019 TOTAL -<br>CUMULATI VE TOTAL - | 75.54<br>141.20<br>2,700.00<br>1,032.26<br>240.69 |
| 2/22/2019  | 8679               | CORE & MAIN  | PI 0354<br>PI 0355                                    | K043021<br>K043021  | 020-0000-141.00-00<br>020-0000-141.00-00<br>2/22/2019 TOTAL -<br>CUMULATIVE TOTAL -  | 1,880.00<br>885.00<br>6,954.69<br>27,529.48       |

PREPARED 3/29/19, 6:45:09 PROGRAM GM314L

| FUND 020 BAMA<br>DATE<br>DUE | VENDOR<br>NO | VENDOR<br>NAME   | VOUCHER<br>NO                            | I NVOI CE<br>NO                                  | ACCOUNT<br>NO  | AMOUNT                                       |
|------------------------------|--------------|--|--|--|--|--|
| 2/25/2019                    | 8            | BRENNTAG SOUTHWEST INC   | PI 0191<br>PI 0192<br>PI 0193<br>PI 0194 | BSW074459<br>BSW074460<br>BSW074461<br>BSW074462 | 020-5410-435.60-34<br>020-5410-435.60-34<br>020-5405-434.60-34<br>020-5405-434.60-34 | 1,592.26<br>6,946.00<br>1,799.36<br>2,240.00 |
| 2/25/2019                    | 452          | GELLCO UNIFORMS & SHOES INC  | PI 0187                                  | 002418/99  | 020-5130-437.60-10<br>2/25/2019 TOTAL -<br>CUMULATIVE TOTAL -                        | 107.99<br>12,685.61<br>40,215.09             |
| 2/26/2019                    | 6955         | GREENHILL MATERIALS  | PI 0183                                  | 143680   | 020-5305-438.60-27<br>2/26/2019 TOTAL -<br>CUMULATIVE TOTAL -                        | 650.41<br>650.41<br>40.865.50                |
| 2/27/2019                    | 47           | AUTOMATIC ENGINEERING INC<br>WELDON PARTS TULSA<br>CERTIFIED LABORATORIES<br>WATKINS SAND COMPANY INC<br>ADMIRAL EXPRESS LLC<br>LOWES<br>GREENHILL MATERIALS                               | PI 0201                                  | 5444422  | 020-5415-435.40-28   | 356.25                                       |
| 2/27/2019                    | 101          | WELDON PARTS TULSA   | PI 0336                                  | 224565400  | 020-0000-141.00-00   | 57.69  |
| 2/27/2019<br>2/27/2019       | 1765<br>2372 | VATKINS SAND COMPANY INC   | PI 0370                                  | 3453734  | 020-5410-435.60-21   | 455.00                                       |
| 2/27/2019                    | 3444         | ADMIRAL EXPRESS LLC  | PI 0160                                  | 20184340   | 020-0000-141 00-00   | 162 06                                       |
| 2/27/2019                    | 5941         | LOWES  | PI 0235                                  | 10528  | 020-5400-434, 60-23  | 43.64  |
| 2/27/2019                    | 6955         | GREENHILL MATERIALS  | PI 0184                                  | 143758   | 020-5305-438.60-27   | 482.25                                       |
|                              |              |  |  |  | 2/27/2019 TOTAL -  | 1,857.79                                     |
|                              |              |  |  |  | CUMULATIVE TOTAL -   | 42, 723.29                                   |
| 2/28/2019                    | 90           | NAPA AUTO PARTS<br>LOCKE SUPPLY COMPANY<br>WATKI NS SAND COMPANY INC<br>LOWES<br>FORTILINE INC<br>CROSSLAND HEAVY CONTRACTORS I<br>FLEETPRIDE INC<br>CONTROLLED FLUIDS INC.<br>PENCCO, INC | PI 0273                                  | 2210926462                                       | 020-0000-141.00-00   | 72.44  |
|                              |              |  | PI 0274                                  | 2210926462                                       | 020-0000-141.00-00   | 36.69  |
|                              |              |  | PI 0275                                  | 2210926462                                       | 020-0000-141.00-00   | . 30   |
|                              |              |  | PI 0270                                  | 2210920402                                       | 020-0000-141.00-00   | 29.02  |
| 2/28/2019                    | 399          | LOCKE SUPPLY COMPANY   | PI 0240                                  | 3660669800                                       | 020-1700-419 60-23   | 27 01  |
|                              |              |  | PI 0242                                  | 3660796900                                       | 020-1700-419.60-23   | 27.01  |
| 2/28/2019                    | 2372         | LOCKE SUPPLY COMPANY<br>WATKINS SAND COMPANY INC<br>LOWES<br>FORTILINE INC<br>CROSSLAND HEAVY CONTRACTORS I  | PI 0348                                  | 18658X   | 020-5400-434.60-80   | 200.00                                       |
| 2/28/2019                    | 5941         | LOWES  | PI 0238                                  | 12010  | 020-5400-434.60-23   | 86.38  |
|                              |              |  | PI 0239                                  | 13759  | 020-5400-434.60-23   | 28.49  |
| 2/28/2019                    | 6478         | FORTILINE INC<br>CROSSLAND HEAVY CONTRACTORS I   | PI 0168                                  | 4536235  | 020-0000-141.00-00   | 1, 137.80                                    |
| 2/28/2019                    | 6733         | CRUSSLAND HEAVY CONTRACTORS T  | N PI0388                                 | 13<br>12CM                                       | 020-5410-435.70-15   | 783,972.33                                   |
| 2/28/2019                    | 8294         | FI FETPRI DE LINC  | PI 0170                                  | 21624142   | 020-0000-141 00-00   | 182 46                                       |
| 2/28/2019                    | 10182        | CONTROLLED FLUIDS INC.   | PI 0199                                  | 008269   | 020-5405-434.60-45   | 1,662,50                                     |
| 2/28/2019                    | 11122        | PENCCO, I NC   | PI 0288                                  | 38050  | 020-5415-435.40-28   | 1,450.00                                     |
|                              |              |  |  |  | 2/28/2019 TOTAL -  | 440, 548.86                                  |
|                              |              |  |  |  | CUMULATI VE TOTAL -  | 483, 272. 15                                 |
| 3/01/2019                    | 90           | NAPA AUTO PARTS<br>TULSA NEW HOLLAND<br>KIMS INTERNATIONAL<br>GELLCO UNIFORMS & SHOES INC<br>SMITH FARM & GARDEN CO<br>CONTINENTAL BATTERY CO<br>LOWES<br>REXEL USA INC                    | PI 0278                                  | 2210926546                                       | 020-0000-141.00-00   | 38.09  |
|                              |              |  | PI 0279                                  | 2210926546                                       | 020-0000-141.00-00   | 96.32  |
| 3/01/2019                    | 168          | TH SA NEW HOLLAND  | PL0299                                   | 2210920042                                       | 020-0120-430.00-20<br>020-0000-1/1 00-00   | 99.90<br>241 50                              |
| 3/01/2019                    | 377          | KI MS I NTERNATI ONAL  | PI 0264                                  | 0111179  | 020-5415-435 60-20   | 40.02  |
| 3/01/2019                    | 452          | GELLCO UNIFORMS & SHOES INC  | PI 0452                                  | 00242048   | 020-5406-434.60-10   | 125.00                                       |
| 3/01/2019                    | 1409         | SMITH FARM & GARDEN CO   | PI 0321                                  | 833102   | 020-5400-434.60-20   | 70.40  |
| 3/01/2019                    | 5936         | CONTI NENTAL BATTERY CO  | PI 0175                                  | 15320301191325                                   | 020-0000-141.00-00   | 175.58                                       |
| 3/01/2019                    | 5941         | LOWES  | PI 0415                                  | 11141  | 020-5400-434.60-23   | 9.44   |
| 3/01/2019                    | 6626         | REXEL USA INC  | PI 0669                                  | \$123948766001                                   | 020-5415-435.60-20   | 243.09                                       |

PREPARED 3/29/19, 6:45:09 ACCOUNTS PAYABLE BY FUND/ DUE DATE PROGRAM GM314L

| DATE<br>DUE  | VENDOR<br>NO                   | VENDOR<br>NAME   | VOUCHER<br>NO   | I NVOLCE<br>NO   | ACCOUNT<br>NO  | AMOUNT   |
|--|--------------------------------|--|---|--|--|--|
| 3/01/2019  | 8679                           | CORE & MAIN  | PI 0357<br>PI 0358<br>PI 0359<br>PI 0361  | K183830<br>K067772<br>K154969<br>K209533   | 020-0000-141.00-00<br>020-0000-141.00-00<br>020-0000-141.00-00<br>020-0000-141.00-00<br>020-0000-141.00-00<br>3/01/2019 TOTAL -<br>CUMULATIVE TOTAL -  | 3,576.60<br>2,989.00<br>1,878.69<br>1,530.00   |
| 3/01/2019  | 8940                           | 911 CUSTOM   | PI 0277   | 35215  | 020-0000-141.00-00<br>3/01/2019 TOTAL -<br>CUMULATIVE TOTAL -  | 329.96<br>11,443.67<br>494,715.82  |
| 02/2019  | 90                             | NAPA AUTO PARTS  | PI 0593   | 2210926700   | 020-5415-435.60-21<br>3/02/2019 TOTAL -  | 11.64<br>11.64   |
| 3/ 04/ 2019<br>3/ 04/ 2019   | 8<br>90                        | BRENNTAG SOUTHWEST INC<br>NAPA AUTO PARTS<br>SUMMIT TRUCK GROUP<br>HACH COMPANY<br>UNITED FORD<br>MCNEILUS TRUCK & MFG., INC<br>CONTINENTAL BATTERY CO<br>LOWES<br>FORTILINE INC                                 | PI 0211<br>PI 0281<br>PI 0282<br>PI 0301<br>PI 0303   | BSW076418<br>2210926744<br>2210926744<br>2210926762<br>2210926775                              | 020-5410-435.60-34<br>020-0000-141.00-00<br>020-0000-141.00-00<br>020-5120-437.60-20<br>020-5125-436.60-20   | 1,592.26<br>72.44<br>113.02<br>14.81<br>32.99  |
| 3/04/2019<br>3/04/2019<br>3/04/2019<br>3/04/2019                                       | 225<br>327<br>4311<br>4358     | SUMMIT TRUCK GROUP<br>HACH COMPANY<br>UNITED FORD<br>MCNEILUS TRUCK & MFG., INC  | PI 0280<br>PI 0259<br>PI 0352<br>PI 0271  | 411179072<br>11363895<br>3266000<br>4295369  | 020-0000-141.00-00<br>020-5400-434.60-34<br>020-5120-437.60-20<br>020-5125-436.60-20   | 88.11<br>239.25<br>13.31<br>149.15   |
| 3/04/2019<br>3/04/2019<br>3/04/2019  | 5936<br>5941<br>6478           | LOWES<br>FORTILINE INC   | PI 0176<br>PI 0215<br>PI 0255<br>PI 0392  | 10930304191240<br>15320304191006<br>01922<br>4527510   | 020-0000-141.00-00<br>020-5305-438.60-20<br>020-5305-438.60-23<br>020-0000-141.00-00   | 190.02<br>74.19<br>65.53<br>8,010.80   |
| 3/ 04/ 2019<br>3/ 04/ 2019<br>3/ 04/ 2019  | 9784<br>10233<br>11199         | EUROFINS EATON ANALYTICAL INC<br>PETROLEUM TRADERS CORP<br>PRIME CONTROLS LP   | PI 0393<br>PI 0207<br>PI 0536<br>PI 0584<br>PI 0585   | 4527510<br>S326453<br>1373548<br>#05<br>#05CM  | 020-0000-141.00-00<br>020-5405-434.30-34<br>020-0000-141.00-00<br>020-5410-435.70-16<br>020-5410-435.70-15<br>3/04/2019 TOTAL -<br>CUMULATIVE TOTAL -  | 4,810.00<br>636.00<br>15,975.53<br>133,178.74<br>9,521.43-<br>155,734.72<br>650,462.18 |
| 3/ 05/ 2019  | 90                             | NAPA AUTO PARTS<br>WHI TE STAR MACHI NERY & SUPPLY<br>WELDON PARTS TULSA<br>UTI LI TY SUPPLY<br>GNC CONCRETE PRODUCTS I NC<br>SUMMIT TRUCK GROUP<br>GRAI NGER<br>GREEN ACRE SOD FARMS DBA<br>GADES SALES CO I NC | PI 0305<br>PI 0307<br>PI 0308<br>PI 0311<br>PI 0313<br>PI 0537<br>PI 0538   | 2210926836<br>2210926840<br>2210926854<br>2210926865<br>2210926872<br>2210926910<br>2210926910 | 020-5415-435.60-20<br>020-5415-435.60-20<br>020-5410-435.60-45<br>020-5305-438.60-20<br>020-5305-438.60-20<br>020-0000-141.00-00<br>020-0000-141.00-00 | 75.78<br>105.59<br>106.96<br>124.65<br>22.99<br>23.00<br>19.18                         |
| 8/ 05/ 2019<br>8/ 05/ 2019<br>8/ 05/ 2019<br>8/ 05/ 2019<br>8/ 05/ 2019<br>8/ 05/ 2019 | 92<br>101<br>133<br>181<br>225 | WHITE STAR MACHINERY & SUPPLY<br>WELDON PARTS TULSA<br>UTILITY SUPPLY<br>GNC CONCRETE PRODUCTS INC<br>SUMMIT TRUCK GROUP   | <ul> <li>PI 0340</li> <li>PI 0338</li> <li>PI 0337</li> <li>PI 0464</li> <li>PI 0327</li> <li>PI 0328</li> <li>PI 0323</li> </ul> | 07196555<br>224565401<br>124481<br>75015<br>411179160<br>411179177<br>411179169                | 020-0000-141.00-00<br>020-0000-141.00-00<br>020-0000-141.00-00<br>020-5415-435.60-27<br>020-5125-436.60-20<br>020-5125-436.60-20<br>020-5125-436.60-20 | 24.24<br>57.69<br>91.92<br>218.00<br>582.82<br>2.69<br>64.66                           |
| 3/05/2019<br>3/05/2019   | 240<br>244                     | GRAINGER<br>GREEN ACRE SOD FARMS DBA   | PI 0216<br>PI 0408<br>PI 0409   | 9105378104<br>112543<br>112544   | 020-5120-437.60-23<br>020-5400-434.60-80<br>020-5400-434.60-80   | 167.10<br>150.00   |
| 3/05/2019  | 602                            | GADES SALES CO INC   | PI 0409   | 0075592  | 020-0000-141.00-00   | 26,600.00  |

PREPARED 3/29/19, 6:45:09 ACCOUNTS PAYABLE BY FUND/ DUE DATE PROGRAM GM314L

| <br> |
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|      |

| FUND 020 BAM<br>DATE<br>DUE | A<br>VENDOR<br>NO | VENDOR NAME  | /OUCHER<br>NO      | I NVOI CE<br>NO          | ACCOUNT<br>NO  | AMOUNT                  |   |
|-----------------------------|-------------------|--|--------------------|--------------------------|--|-------------------------|---|
| 3/05/2019                   | 5941              | LOWES  | P1 0257            |                          | 020-5405-434.60-23   | 26.57                   | - |
| 2/05/2040                   | 9569              | TWO NOT TO DEADY MULLIO  | PI 0418            | 01075/                   | 020-5305-438.60-23   | 32.05                   |   |
| 3/ 05/ 2019<br>3/ 05/ 2019  | 9700              | TWIN CITIES READY MIX INC<br>ADVANCED INDUSTRIAL SOLUTIONS                                 | PI0001             | 179808                   | 020-0305-438.70-15   | 001.5U<br>212.00        |   |
| 3/ 03/ 2018                 | 8700              |  |                    |                          | 020-0000-141.00-00   | 150 61                  |   |
| 3/05/2019                   | 9813              | JAMISON AUTO GLASS LLC   | PI 0260            | 4348                     | 020-5305-438 60-20   | 275 00                  |   |
| 3/05/2019                   | 9892              | JAMISON AUTO GLASS LLC<br>GOODYEAR COMMERCIAL TIRE   | PI 0171            | 2541013265               | 020-0000-141.00-00   | 602 39                  |   |
|                             |                   |  | PI 0177            | 2541013260               | 020-0000-141.00-00   | 760,62                  |   |
|                             |                   |  | PI 0202            | 2541013265               | 020-5405-434.60-23<br>020-5305-438.60-23<br>020-5305-438.70-15<br>020-0000-141.00-00<br>020-0000-141.00-00<br>020-5305-438.60-20<br>020-0000-141.00-00<br>020-0000-141.00-00<br>020-5125-436.60-19<br>020-5405-434.70-15<br>020-5405-434.70-15<br>020-5405-434.70-15   | 51.64                   |   |
| 3/05/2019                   | 11475             | WALTERS MORGAN CONSTRUCTION IN   |                    |                          | 020- 5405- 434. 70- 15   | 104,940.83              |   |
|                             |                   |  | PI 0391            | #05CM                    | 020-5405-434.70-15   | 42,568.38-              |   |
|                             |                   |  |                    |                          | 3/05/2019 TOTAL -  | 93,833.33<br>744,295.51 |   |
|                             |                   |  |                    |                          | CUMULATI VE TOTAL -  | 744,295.51              |   |
| 3/06/2019                   | . 90              | NAPA AUTO PARTS  | PI 0283            | 2210926984<br>2210926984 | $\begin{array}{c} 020 - 0000 - 141 . 00 - 00 \\ 020 - 0000 - 141 . 00 - 00 \\ 020 - 0000 - 141 . 00 - 00 \\ 020 - 0000 - 141 . 00 - 00 \\ 020 - 5406 - 434 . 60 - 20 \\ 020 - 5125 - 436 . 60 - 20 \\ 020 - 5125 - 436 . 60 - 20 \\ 020 - 5125 - 436 . 60 - 20 \\ 020 - 5125 - 436 . 60 - 20 \\ 020 - 5125 - 436 . 60 - 20 \\ 020 - 5125 - 436 . 60 - 20 \\ 020 - 5125 - 436 . 60 - 20 \\ 020 - 5125 - 436 . 60 - 20 \\ 020 - 5125 - 436 . 60 - 20 \\ 020 - 5125 - 436 . 60 - 20 \\ 020 - 5125 - 436 . 60 - 20 \\ 020 - 5125 - 436 . 60 - 20 \\ 020 - 5125 - 436 . 60 - 20 \\ 020 - 5125 - 436 . 60 - 20 \\ 020 - 5125 - 436 . 60 - 20 \\ 020 - 5125 - 436 . 60 - 20 \\ 020 - 5305 - 438 . 60 - 20 \\ 020 - 5305 - 438 . 60 - 27 \\ 020 - 0000 - 141 . 00 - 00 \\ 020 - 5405 - 434 . 60 - 34 \\ 020 - 0000 - 141 . 00 - 00 \\ \end{array}$ | 27.45                   |   |
|                             |                   |  | PI 0284            | 2210926984               | 020- 0000- 141. 00- 00   | 7.98                    |   |
|                             |                   |  |                    | 2210926984               | 020-0000-141.00-00   | 17.98                   |   |
|                             |                   |  | PI 0286            | 2210926984               | 020-0000-141.00-00   | 44.07                   |   |
|                             |                   |  |                    | 2210926988               | 020-0000-141.00-00   | 210.00                  |   |
|                             |                   |  |                    | 2210926958<br>2210926997 | 020-5406-434.60-20   | 209.18                  |   |
| 3/06/2019                   | 130               | UNLTED ENGLINES LINC   | PI 0320            | 2154212                  | 020-0120-430,00-20   | 230.24                  |   |
| 3/06/2019                   | 225               | SUMMIT TRUCK GROUP   | PI 0329            | 411179261                | 020-5125-436.60-20   | 5.46                    |   |
|                             |                   |  | PI 0330            | 411179282                | 020-5125-436.60-20   | 57.36                   |   |
| 3/06/2019                   | 244               | UNITED ENGINES INC<br>SUMMIT TRUCK GROUP<br>GREEN ACRE SOD FARMS DBA<br>KIMS INTERNATIONAL | PI 0410            | 112549                   | 020-5400-434.60-80   | 150.00                  |   |
| 3/06/2019                   | 377               | KI MS I NTERNATI ONAL  | PI 0265            | 0111282                  | 020-5125-436.60-20   | 53.16                   |   |
| 3/06/2019                   | 4358              | MCNEILUS TRUCK & MFG., INC   |                    | 4297912                  | 020-0000-141.00-00   | 237.46                  |   |
| 3/06/2019                   | 5371              | PREMIER TRUCK GROUP  | PI 0272            | 4298157<br>1252622360    | 020-5125-435.60-20   | 125.31                  |   |
| 3/06/2019                   | 5936              | PREMIER TRUCK GROUP<br>CONTINENTAL BATTERY CO  | PI 0178            | 10930306190931           | 020-0000-141 00-00   | 213 18                  |   |
|                             |                   |  | PI 0218            |                          | 020-5305-438.60-20   | 275.96                  |   |
| 3/06/2019                   | 5941              | LOWES<br>GREENHILL MATERIALS<br>GOODYEAR COMMERCIAL TIRE<br>GULBRANSEN TECHNOLOGIES INC    | PI 0422            | 01293                    | 020-5305-438.60-24   | 368,73                  |   |
| 3/06/2019                   | 6955              | GREENHILL MATERIALS  | PI 0414            | 144011                   | 020-5305-438.60-27   | 274.37                  |   |
| 3/06/2019                   | 9892              | GOODYEAR COMMERCIAL TIRE   | PI 0179            | 2541013266               | 020-0000-141.00-00   | 618.00                  |   |
| 3/06/2019                   | 10077             | GULBRANSEN TECHNOLOGIES INC  | PI 0446            | 91040599                 | 020- 5405- 434. 60- 34<br>020- 0000- 141. 00- 00   | 11,943.95               |   |
| 3/06/2019                   | 10699             | KUBOTA CENTER WEST TULSA   | PI 0219            | P21167                   | 020-0000-141.00-00<br>2/06/2010 TOTAL  | 105.84                  |   |
|                             |                   |  |                    |                          | 3/06/2019 TOTAL -<br>CUMULATIVE TOTAL -  | 10,070.07               |   |
|                             |                   |  |                    |                          |  |                         |   |
| 3/07/2019                   | 42                |  | PI 0378            |                          | $\begin{array}{c} 020-5400-434.\ 60-23\\ 020-0000-141.\ 00-00\\ 020-0000-141.\ 00-00\\ 020-0000-141.\ 00-00\\ 020-0000-141.\ 00-00\\ 020-0000-141.\ 00-00\\ 020-0000-141.\ 00-00\\ 020-0000-141.\ 00-00\\ 020-5415-435.\ 60-20\\ 020-5125-436.\ 60-20\\ 020-5400-434.\ 60-20\\ \end{array}$  | 6.33                    |   |
| 3/07/2019                   | 90                | NAPA AUTO PARTS  |                    | 2210927080               | 020-0000-141.00-00   | 117.39                  |   |
|                             |                   |  |                    | 2210927080               | 020-0000-141.00-00   | 2.62                    |   |
|                             |                   |  | PI 0541<br>PI 0546 | 2210927080<br>2210927126 | 020-0000-141.00-00   | 217.19<br>10.49         |   |
|                             |                   |  | PI 0547            |                          | 020 - 0000 - 141, 00 - 00  | 59.88                   |   |
|                             |                   |  |                    | 2210927126               | 020-0000-141.00-00   | 25.35                   |   |
|                             |                   |  | PI 0549            | 2210927126               | 020-0000-141.00-00   | 12.30                   |   |
|                             |                   |  |                    | 2210927049               | 020-5415-435.60-20   | 37.21                   |   |
|                             |                   |  |                    | 2210927053               | 020-5415-435.60-20   | 10.55                   |   |
|                             |                   |  | PI 0597            |                          | 020-5125-436.60-20   | 7.26                    |   |
|                             |                   |  | PI 0599            | 2210927107               | U∠U-54UU-434.60-20   | 32.78                   |   |

PREPARED 3/29/19, 6:45:09 ACCOUNTS PAYABLE BY FUND/ DUE DATE

PROGRAM GM314L CITY OF BROKEN ARROW ......

| DATE<br>DUE | VENDOR<br>NO | VENDOR<br>NAME<br>CINTAS CORPORATION<br>TULSA NEW HOLLAND<br>SUMMIT TRUCK GROUP<br>GREEN ACRE SOD FARMS DBA<br>SHERWIN WILLIAMS CO<br>KIMS INTERNATIONAL<br>GELLCO UNIFORMS & SHOES INC<br>O REILLY AUTOMOTIVE<br>ALLIED ELECTRONICS INC<br>SOUTHWEST TRAILERS & EQUIPMENT<br>MONEILLUS TRUCK & MFG., INC<br>LOWES<br>GREENHILL MATERIALS<br>TWIN CITIES READY MIXINC<br>EUROFINS EATON ANALYTICAL INC<br>MORTON SALT INC | /OUCHER<br>NO | I NVOLCE<br>NO | ACCOUNT<br>NO       | AMOUNT     |
|-------------|--------------|---|---------------|----------------|---------------------|------------|
|             |              |   | PI 0600       | 2210927118     | 020-5120-437.60-20  | 2.79       |
| 3/07/2019   | 120          | CINTAS CORPORATION  | PI 0384       | 5013133388     | 020-5305-438.60-23  | 117.31     |
| 3/07/2019   | 168          | TULSA NEW HOLLAND   | PI 0672       | 492846         | 020-5305-438.60-20  | 542.26     |
| 3/07/2019   | 225          | SUMMIT TRUCK GROUP  | PI 0331       | 411179332      | 020-5125-436.60-20  | 35.80      |
|             |              |   | PI 0334       | 411179323      | 020-5125-436.60-20  | 18.98      |
| 3/07/2019   | 244          | GREEN ACRE SOD FARMS DBA  | PI 0411       | 112558         | 020-5305-438.60-27  | 225.00     |
|             |              |   | PI 0413       | 112560         | 020-5400-434.60-80  | 150.00     |
| 3/07/2019   | 251          | SHERWIN WILLIAMS CO   | PI 0657       | 37478          | 020-5410-435.60-45  | 403.26     |
| 3/07/2019   | 377          | KIMS INTERNATIONAL  | PI 0455       | 0111293        | 020-5415-435.40-29  | 11.72      |
| 3/07/2019   | 452          | GELLCO UNIFORMS & SHOES INC   | PI 0454       | 00242200       | 020-5415-435.60-10  | 125.00     |
| 3/07/2019   | 724          | O REILLY AUTOMOTIVE   | PI 0644       | 0156290651     | 020-5415-435.60-20  | 9,99       |
| 3/07/2019   | 1034         | ALLIED ELECTRONICS INC  | PI 0387       | 9010743409     | 020-5405-434.60-45  | 52,14      |
| 3/07/2019   | 3558         | SOUTHWEST TRAILERS & EQUIPMENT  | F PI0673      | BI 30689       | 020-5410-435,60-20  | 51,60      |
| 3/07/2019   | 4358         | MCNEILUS TRUCK & MFG., INC  | PI 0221       | 4299373        | 020-0000-141.00-00` | 54.37      |
| 3/07/2019   | 5941         | LOWES   | PI 0427       | 01447/         | 020-5410-435.60-45  | 28.98      |
|             |              |   | PI 0428       | 01487          | 020-5415-435.60-23  | 71.40      |
|             |              |   | PI 0429       | 02145          | 020-5400-434.70-15  | 21.80      |
| 3/07/2019   | 6955         | GREENHILL MATERIALS   | PI 0480       | 144094         | 020-5400-434.60-27  | 83.59      |
| 3/07/2019   | 9569         | TWIN CITIES READY MIX INC   | PI 0662       | 179954         | 020-5305-438.70-15  | 6,568.50   |
| 3/07/2019   | 9784         | EUROFINS EATON ANALYTICAL INC   | PI 0449       | LO439744       | 020-5405-434.30-34  | 400.00     |
| 3/07/2019   | 9822         | MORTON SALT INC   | PI 0445       | 5401806186     | 020-5405-434.60-34  | 6,188.75   |
|             |              |   |               |                | 3/07/2019 TOTAL -   | 15,702.59  |
|             |              | NAPA AUTO PARTS<br>SUMMIT TRUCK GROUP<br>SAF T GLOVE INC<br>LS INSTRUMENTS INC<br>OCT EQUI PMENT INC<br>GELLCO UNI FORMS & SHOES INC<br>SMITH FARM & GARDEN CO<br>MCNEILUS TRUCK & MFG., INC<br>H G FLAKE SUPPLY CO<br>PREMIER TRUCK GROUP<br>CONTINENTAL BATTERY CO<br>LOWES<br>INTERSTATE ALL BATTERY CENTER<br>P&K EQUI PMENT<br>TWIN CITIES READY MIX INC<br>KBC CONSTRUCTION INC                                     |               |                | CUMULATIVE TOTAL -  | 775,374.77 |
| 3/08/2019   | 90           | NAPA AUTO PARTS   | PI 0550       | 2210927206     | 020-0000-141.00-00  | 26.32      |
|             |              |   | PI 0551       | 2210927206     | 020-0000-141.00-00  | 72.57      |
|             |              |   | PI 0605       | 2210927170     | 020-5400-434.60-20  | 8.54       |
| 3/08/2019   | 225          | SUMMIT TRUCK GROUP  | PI 0553       | 411179446      | 020-0000-141.00-00  | 168.68     |
|             |              |   | PI 0684       | 411179427      | 020-5125-436.60-20  | 221,23     |
| 3/08/2019   | 255          | SAF T GLOVE I NC  | PI 0543       | 89728200       | 020-0000-141.00-00  | 72.41      |
|             |              |   | PI 0544       | 89728200       | 020-0000-141.00-00  | 200.28     |
|             |              |   | PI 0545       | 89728200       | 020-0000-141.00-00  | 302.07     |
| 3/08/2019   | 397          | LS INSTRUMENTS INC  | PI 0396       | 85535          | 020-0000-141.00-00  | 87.00      |
| 3/08/2019   | 437          | OCT EQUIPMENT INC   | PI 0556       | S020024381     | 020-0000-141.00-00  | 44.00      |
| 3/08/2019   | 452          | GELLCO UNIFORMS & SHOES INC   | PI 0510       | 00242257       | 020-5125-436.60-10  | 125.00     |
| 3/08/2019   | 1409         | SMITH FARM & GARDEN CO  | PI 0542       | 833538         | 020-0000-141.00-00  | 46,66      |
|             |              |   | PI 0654       | 833539         | 020-5305-438.60-20  | 30.02      |
| 3/08/2019   | 4358         | MCNEILUS TRUCK & MFG., INC  | PI 0268       | 4300151        | 020-5125-436.60-20  | 274.98-    |
| 3/08/2019   | 5042         | H G FLAKE SUPPLY CO   | PI 0447       | 0364593        | 020-5405-434.60-23  | 1,45,38    |
| 3/08/2019   | 5371         | PREMIER TRUCK GROUP   | PI 0555       | 125262965      | 020-0000-141.00-00  | 43.60      |
| 3/08/2019   | 5936         | CONTINENTAL BATTERY CO  | PI 0363       | 16730308190836 | 020-0000-141.00-00  | 618.00     |
| 3/08/2019   | 5941         | LOWES   | PI 0433       | 01687          | 020-1700-419.60-23  | 14.24      |
|             |              |   | P! 0483       | 13609          | 020-5415-435.60-20  | 15.16      |
| 3/ 08/ 2019 | 6587         | INTERSTATE ALL BATTERY CENTER   | PI 0395       | 1925701019771  | 020-0000-141.00-00  | 213.00     |
| 3/08/2019   | 7803         | P&K EQUI PMENT  | PI 0554       | 31492743       | 020-0000-141.00-00  | 36.35      |
| 3/08/2019   | 9569         | TWIN CITIES READY MIX INC   | PI 0663       | 180018         | 020-5305-438.70-15  | 2,404.88   |
| 3/08/2019   | 11003        | KBC CONSTRUCTION INC  | PI 0478       | #03            | 020-5415-435.70-15  | 88,624.53  |
|             |              |   | PI 0479       | #03CM          | 020-5415-435.70-15  | 26,938.00- |
|             |              |   |               |                | 3/08/2019 TOTAL -   | 66,306.94  |
|             |              |   |               |                | CUMULATIVE TOTAL -  | 841,681.71 |

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PROGRAM GM314L CITY OF BROKEN ARROW

| JND 020 BAMA<br>DATE<br>DUE  | VENDOR<br>NO                          | VENDOR<br>NAME   |  |   | ACCOUNT<br>NO  | AMOUNT   |
|--|---------------------------------------|--|--|---|--|--|
| 3/09/2019  | 9784                                  | EUROFINS EATON ANALYTICAL IN   | C PI0505   | S327044   | 020-5405-434.30-34<br>3/09/2019 TOTAL -  | 1,032.00<br>1,032.00   |
| 3/ 11/ 2019<br>3/ 11/ 2019   | 8<br>90                               | BRENNTAG SOUTHWEST INC<br>NAPA AUTO PARTS  | PI 0517<br>PI 0552<br>PI 0558<br>PI 0559<br>PI 0560<br>PI 0562<br>PI 0563<br>PI 0608 | BSW078884<br>2210927392<br>2210927404<br>2210927404<br>2210927404<br>2210927464<br>2210927464<br>2210927464<br>2210927455 | 020-5410-435.60-34<br>020-0000-141.00-00<br>020-0000-141.00-00<br>020-0000-141.00-00<br>020-0000-141.00-00<br>020-0000-141.00-00<br>020-0000-141.00-00<br>020-5415-435.60-20<br>020-5405-434.60-23 | 1,708.63<br>71.92<br>109.72<br>9.15<br>74.10<br>132.65<br>10.94<br>43.70<br>137.24 |
| 3/ 11/ 2019<br>3/ 11/ 2019   | 176<br>225                            | TIMMONS OF L COMPANY INC<br>SUMMIT TRUCK GROUP   | PI 0557<br>PI 0691<br>PI 0692  | W 09018<br>411179550  | 020- 5305- 438. 60- 20<br>020- 5305- 438. 60- 20   | 248.40<br>184.15   |
| 3/ 11/ 2019  | 377                                   | KIMS INTERNATIONAL   | PI 0457  | 0111379   | 020-5305-438.00-20<br>020-5120-437.60-20<br>020-5305-438.60-20   | 3.19   |
| 3/ 11/ 2019<br>3/ 11/ 2019<br>3/ 11/ 2019<br>3/ 11/ 2019<br>3/ 11/ 2019<br>3/ 11/ 2019 | 4997<br>5936<br>5941<br>9569<br>10401 | BRENNTAG SOUTHWEST INC<br>NAPA AUTO PARTS<br>TI MMONS OFL COMPANY INC<br>SUMMIT TRUCK GROUP<br>KI MS INTERNATIONAL<br>HARRIS CORPORATION PSPC<br>CONTINENTAL BATTERY CO<br>LOWES<br>TWIN CITIES READY MIX INC<br>TULSA TRUCK WORKS   | PI 04394<br>PI 0394<br>PI 0364<br>PI 0439<br>PI 0664<br>PI 0671<br>PI 0674           | 93312246<br>15320311191408<br>01387<br>180091<br>12253<br>12254   | 020-5305-438.80-20<br>020-0000-141.00-00<br>020-5405-434.60-23<br>020-5305-438.60-27<br>020-5305-438.60-20<br>020-5415-435.60-20<br>3/11/2019 TOTAL -<br>CUMULATI VE TOTAL -                       | 62.92<br>1,036.00<br>309.00<br>53.12<br>282.00<br>999.00<br>6,596.42<br>849,310.13 |
| 3/ 12/ 2019<br>3/ 12/ 2019<br>3/ 12/ 2019<br>3/ 12/ 2019                               | 42<br>71<br>90                        | ARROW SAFE AND LOCK INC<br>BROKEN ARROW ELECTRIC SUPPLY<br>NAPA AUTO PARTS   | PI 0381<br>PI 0481<br>PI 0564<br>PI 0565<br>PI 0612<br>PI 0612                       | 73093<br>S2488592001<br>2210927549<br>2210927549<br>2210927517<br>2210927554  | 020-5100-437.60-23<br>020-5410-435.60-23<br>020-0000-141.00-00<br>020-0000-141.00-00<br>020-5120-437.60-20   | 48.95<br>352.06<br>26.32<br>116.31<br>14.36  |
| 3/ 12/ 2019<br>3/ 12/ 2019   | 176<br>225                            | TIMMONS OLL COMPANY INC<br>SUMMIT TRUCK GROUP  | PI 0561<br>PI 0332<br>PI 0607  | W 09030<br>411179607  | 020-5125-436.60-20<br>020-5125-436.60-20<br>020-5125-436.40-20   | 557.87<br>11.40  |
| 3/ 12/ 2019<br>3/ 12/ 2019<br>3/ 12/ 2019<br>3/ 12/ 2019<br>3/ 12/ 2019<br>3/ 12/ 2019 | 452<br>890<br>3915<br>5936<br>5941    | ARROW SAFE AND LOCK INC<br>BROKEN ARROW ELECTRIC SUPPLY<br>NAPA AUTO PARTS<br>TI MMONS OF L COMPANY INC<br>SUMMET TRUCK GROUP<br>GELLCO UNIFORMS & SHOES INC<br>B & M OF L COMPANT - TULSA<br>AFR COMPRESSOR SUPPLY INC<br>CONTENENTAL BATTERY CO<br>LOWES<br>SOUTH EAST AUTO TREMINC. | PI 0680<br>PI 0362<br>PI 0270<br>PI 0365<br>PI 0440<br>PI 0442                       | 00242371<br>0480228<br>2100519<br>10930312191130<br>02022<br>11325  | 020-5410-435.60-10<br>020-5120-437.60-20<br>020-5120-437.60-20<br>020-0000-141.00-00<br>020-5410-435.60-23<br>020-5120-437.60-23   | 197.98<br>1,810.00<br>45.40-<br>65.46<br>47.06<br>8.52                             |
| 3/ 12/ 2019  | 6656                                  | SOUTH EAST AUTO TRIM INC.  | PI 0444<br>PI 0693   | 12151<br>56946  | 020-5405-434.60-23<br>020-5305-438.40-20<br>3/12/2019 TOTAL -<br>CUMULATIVE TOTAL -  | 123.43<br>350.00<br>3,735.69<br>853,045.82   |
| 3/ 13/ 2019  | 90                                    | NAPA AUTO PARTS  | PI 0567<br>PI 0568<br>PI 0569<br>PI 0570   | 2210927663<br>2210927663<br>2210927663<br>2210927663<br>2210927663  | 020-0000-141.00-00<br>020-0000-141.00-00<br>020-0000-141.00-00<br>020-0000-141.00-00<br>020-0000-141.00-00   | 42.86<br>27.64<br>79.81<br>12.58   |

PREPARED 3/29/19, 6:45:09 PROGRAM GM3141

1765

5371

8679

CERTI FI ED LABORATORI ES

PREMIER TRUCK GROUP

CORE & MAIN

3/15/2019

3/15/2019

3/15/2019

343.35

172.90

6,350.00

6,947.22

978,801.02

| ND 020 BAMA<br>DATE<br>DUE | VENDOR<br>NO | VENDOR<br>NAME   | VOUCHER<br>NO | I NVOLCE<br>NO | ACCOUNT<br>NO  | AMOUNT          |
|----------------------------|--------------|--|---------------|----------------|--|-----------------|
|                            |              |  | PI 0620       | 2210927651     | 020-5305-438.60-20   | 46.20           |
|                            |              |  | PI 0622       | 2210927659     | 020-5120-437.60-23   | 31.22           |
|                            |              |  | PI 0625       | 2210927674     | 020-5305-438.60-20   | 47.49           |
|                            |              |  | PI 0626       | 2210927710     | 020-5305-438.60-20   | 1.90            |
| 3/13/2019                  | 120          | CINTAS CORPORATION   | PI 0524       | 5013276621     | 020-5120-437.60-23   | 140.64          |
|                            |              | DITCH WITCH OF TULSA<br>TULSA NEW HOLLAND<br>SUMMIT TRUCK GROUP<br>O REILLY AUTOMOTIVE<br>B & M OIL COMPANT - TULSA<br>LIGHTING INC/BROKEN ABROWIEL                  | PI 0525       | 5013276621     | 020-5130-437.60-23   | 104.82          |
| 3/13/2019                  | 158          | DITCH WITCH OF TULSA   | PI 0528       | 20333          | 020-5400-434.70-03   | 89,277.68       |
| 3/13/2019                  | 168          | TULSA NEW HOLLAND  | PI 0666       | 492444         | 020-5305-438.60-20   | 1,419.70        |
|                            |              |  | PI 0667       | 492907         | 020-5305-438,60-20   | 532,08          |
| 3/13/2019                  | 225          | SUMMIT TRUCK GROUP   | PI 0699       | 411179700      | 020-5125-436.60-20   | 50.29           |
| 3/13/2019                  | 724          |  | PI 0645       | 0156291848     | 020-5305-438.60-20   | 39.14           |
| 3/13/2019                  | 890          | B & M OLL COMPANE - TULSA  | PI 0531       | 0480251        | 020-5120-437.60-21   | 1, 150, 45      |
| 3/13/2019                  | 4572         |  | EC PI 0473    | S2488945001    | 020-0000-141.00-00   | 1,426.11        |
| 3/13/2019                  | 5941         | LOWES  | PI 0489       | 02189          | 020-5400-434.60-23   | 49.04           |
|                            |              |  | PI 0492       | 17002-         | 020-5406-434.60-23   | 14.22-          |
| 3/13/2019                  | 9892         | GOODYEAR COMMERCIAL TIRE<br>PETROLEUM TRADERS CORP   | PI 0493       | 17003          |  | 18.98           |
| 5/ 13/ 2019                | 9092         | GOODTEAR COMMERCIAL TIRE   | PI 0474       | 2541013305     |  | 4,719.00        |
| / 13/ 2019                 | 10233        | DETROLEUM TRADERS CODD   | PI 0532       | 4277474        | 020-0110-407,00-10   | 15 345 00       |
| 5/ 15/ 2018                | 10200        | FEITIGELOW HADENS CONF   | FI 0500       | 1377471        | 3/13/2010 TOTAL  | 114 770 00      |
|                            |              |  |               |                | NO         020-5305-438.60-20         020-5305-438.60-20         020-5305-438.60-20         020-5120-437.60-23         020-5130-437.60-23         020-5305-438.60-20         020-5130-437.60-23         020-5305-438.60-20         020-5305-438.60-20         020-5305-438.60-20         020-5305-438.60-20         020-5125-436.60-20         020-5125-436.60-21         020-5120-437.60-21         020-5400-434.60-23         020-5406-434.60-23         020-5415-436.60-23         020-5406-434.60-23         020-5115-437.60-19         020-5115-437.60-19         020-5115-437.60-19         020-5115-437.60-19         020-5115-437.60-19         020-5115-437.60-19         020-5115-437.60-19         020-5115-437.60-19         020-5115-437.60-19         020-5115-437.60-19         020-5115-437.60-19         020-5115-437.60-19         020-5115-437.60-19         020-5115-437.60-19         020-5000-141.00-00         3/13/2019         020-0000-141.00-00   | 967, 815. 82    |
| 3/14/2019                  | 90           | NAPA AUTO PARTS  | PL0571        | 2210927744     | 020-0000-141.00-00   | 40.21           |
|                            |              |  | PI 0572       | 2210927744     | 020-0000-141.00-00   | 44.97           |
|                            |              |  | PI 0630       | 2210927785     | 020-5120-437.60-23   | 29.69           |
|                            |              | WELDON PARTS TULSA<br>TULSA NEW HOLLAND<br>GNC CONCRETE PRODUCTS INC<br>O REILLY AUTOMOTIVE<br>UNITED FORD<br>H G FLAKE SUPPLY CO<br>CONTINENTAL BATTERY CO<br>LOWES | PI 0631       | 2210927808     | 020-5415-435.60-20   | 251.09          |
| 3/14/2019                  | 101          | WELDON PARTS TULSA   | PI 0643       | 225407000      | 020-5305-438.60-20   | 46.43           |
| 3/14/2019                  | 168          | TULSA NEW HOLLAND  | PI 0668       | 493085CM       | 020-5305-438.60-20   | 506.28-         |
| 3/14/2019                  | 181          | GNC CONCRETE PRODUCTS INC  | PI 0535       | 75129          | 020-5415-435.60-40   | 3, 247. 09      |
| 3/14/2019                  | 724          |  | PI 0646       | 0156292132     | 020-5415-435.60-20   | 31.98           |
| 3/14/2019<br>3/14/2019     | 4311<br>5042 |  | PI 0051       | 3271733        | 020-5400-434.60-20   | 205.10          |
| 3/14/2019                  | 5936         | CONTLINENTAL DATTERY CO  | PI 0304       | 10020214400044 | 020-5405-434.60-23   | 24.32<br>162 50 |
| 3/14/2019                  | 5941         | LOWES  | PI 0475       | 02282          | 020-0000-141.00-00   | 403.50          |
| 01 141 2010                | 0841         | LONICO   | PI 0493       | 11880          | 020-5400-434.00-23   | 20.09           |
|                            |              |  | PI 0500       | 12303          | 020-5415-435 60-23   | 28 /0           |
|                            |              |  |               | 16098-         | 020-5405-434 60-23   | 94 98-          |
|                            |              |  | PI 0502       |                | 020-5415-435 60-23   | 115 68          |
|                            |              |  |               | 76348-         | 020-5405-434.60-23   | 4.88-           |
|                            |              |  |               |                | 3/14/2019 TOTAL -  | 4,037,98        |
|                            |              |  |               |                | 020-0000-141.00-00<br>020-5120-437.60-23<br>020-5415-435.60-20<br>020-5305-438.60-20<br>020-5305-438.60-20<br>020-5305-438.60-20<br>020-5415-435.60-40<br>020-5415-435.60-20<br>020-5400-434.60-23<br>020-5400-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5415-435.60-23<br>020-5415-435.60-23<br>020-5415-435.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-5405-434.60-23<br>020-54 | 971, 853. 80    |
| 3/15/2019                  | 90           | NAPA AUTO PARTS  | PI 0635       | 2210927898     | 020-5410-435.60-20<br>020-5410-435.60-20<br>020-5410-435.60-20<br>020-5410-435.60-20<br>020-5305-438.60-20   | 68.99           |
|                            |              |  | PI 0636       | 2210927908     | 020-5410-435.60-20   | 9.00-           |
|                            |              |  |               | 2210927917     | 020-5410-435.60-20   | 5.99            |
|                            |              |  |               | 2210927924     | 020-5305-438.60-20   | 14.99           |
| 9/45/9040                  | 4705         |  |               | 040445         | 000 6440 496 60 46   | 040 05          |

PI0530 346145

PI 0360 K139156

PI 0573 125263684

020-5410-435.60-45

020-0000-141.00-00

020-0000-141.00-00

3/15/2019 TOTAL -

CUMULATI VE TOTAL -

PREPARED 3/29/19, 6:45:09

PROGRAM GM314L CITY OF BROKEN ARROW

| UND 020 BAM/<br>DATE<br>DUE | VENDOR | VENDOR<br>NAME               | VOUCHER<br>NO  | I NVOI CE<br>NO  | ACCOUNT<br>NO  | AMOUNT   |
|-----------------------------|--------|------------------------------|--|--|--|--|
| 3/ 18/ 2019                 | 8512   | AT&T MOBILITY                | 002211<br>002212<br>002223<br>002223<br>002224<br>002228<br>002230<br>002231<br>002231<br>002249<br>002250   | 6931161<br>6932991<br>6933102<br>5653832<br>8923683<br>7981029<br>8570944<br>9369042<br>6989325<br>6989325<br>6989326<br>8044354   | 020- 5120- 437. 50- 22<br>020- 5400- 434. 50- 22<br>020- 5400- 434. 50- 22<br>020- 5415- 435. 50- 22<br>020- 5415- 435. 50- 22<br>020- 5415- 437. 50- 22<br>020- 5410- 435. 50- 22<br>020- 5200- 419. 50- 22<br>020- 5200- 419. 50- 22<br>020- 5200- 419. 50- 22<br>020- 5200- 419. 50- 22<br>020- 5415- 435. 50- 22<br>3/ 18/ 2019 TOTAL -<br>CUMULATI VE TOTAL - | $\begin{array}{c} 15.95\\ 16.00\\ 15.95\\ 21.50\\ 15.95\\ 28.75\\ 15.95\\ 15.95\\ 15.95\\ 49.62\\ 49.62\\ 35.59\\ 280.83\end{array}$                     |
|                             |        |                              |  |  | CUMULATI VE TOTAL -  | 979,081.85   |
| 3/20/2019                   | 11474  | YOUNG CONTRACTING LLC        | PI 0471<br>PI 0472   |  | 020-5405-434.70-04<br>020-5405-434.70-04<br>3/20/2019 TOTAL -<br>CUMULATIVE TOTAL -  | 52, 546.00-<br>77, 780.30<br>25, 234.30<br>1, 004, 316.15  |
| 3/22/2019                   | 9101   | CLEAN THE UNIFORM CO OKLAHOM | 008973<br>008974<br>008975<br>008976<br>008978<br>008980<br>008980<br>008983<br>008984<br>008984<br>008984<br>008987<br>008988<br>008989<br>008989<br>008999 | 50057148<br>50057148<br>50057148<br>50057148<br>50057148<br>50057148<br>50057148<br>50057148<br>50057148<br>50056542<br>50055463<br>50057447<br>50057447<br>50057592<br>50057592<br>50057600<br>50058228 |  | $\begin{array}{c} 40.00\\ 34.59\\ 9.37\\ 100.26\\ 235.67\\ 29.00\\ 64.38\\ 73.18\\ 13.04\\ 4.00\\ 144.13\\ 2.60\\ 22.96\\ 135.26\end{array}$             |
|                             |        |                              | 009000<br>009001<br>009005<br>009005<br>009007<br>009008<br>009009<br>009010<br>009015<br>009015<br>009017<br>009034<br>009035<br>009036                     | 50058228<br>50058228<br>50058228<br>50058228<br>50058228<br>50058228<br>50058228<br>50058228<br>50058228<br>50058227<br>50058227<br>50058672<br>50058672<br>50059280<br>50059280<br>50059280             | $\begin{array}{c} 020-5415-435.40-31\\ 020-5406-434.40-31\\ 020-5115-437.40-31\\ 020-5120-437.40-31\\ 020-5120-437.40-31\\ 020-5125-436.40-31\\ 020-5120-437.40-33\\ 020-5120-437.40-33\\ 020-5200-419.40-31\\ 020-5305-438.40-31\\ 020-5305-438.40-33\\ 020-5400-434.40-31\\ 020-5415-435.40-31\\ 020-5415-437.40-31\\ 020-5115-437.40-31\\ \end{array}$          | $\begin{array}{c} 73.19\\ 40.80\\ 32.50\\ 9.37\\ 100.26\\ 235.67\\ 19.00\\ 25.00\\ 13.04\\ 149.28\\ 2.60\\ 135.26\\ 73.19\\ 40.80\\ 32.50\\ \end{array}$ |

PREPARED 3/29/19, 6:45:09 ACCOUNTS PAYABLE BY FUND/ DUE DATE

PROGRAM GM314L CITY OF BROKEN ARROW

| UND 020 BAMA<br>DATE<br>DUE | VENDOR<br>NO | VENDOR<br>NAME                                     | VOUCHER<br>NO    | I NVOI CE<br>NO            | ACCOUNT<br>NO  | AMOUNT         |
|-----------------------------|--------------|--|------------------|----------------------------|--|----------------|
|                             |              |  | 009039           | 50059280                   | 020- 5120- 437. 40- 31   | 100.26         |
|                             |              |  | 009040           | 50059280                   | 020-5130-437.40-31   | 9.37           |
|                             |              |  | 009041           | 50059280                   | 020-5120-437.40-33   | 29.45          |
|                             |              |  | 009042           | 50059279                   | 020-5100-437.40-33   | 4.00           |
|                             |              |  | 009504           | 50058678                   | 020-5410-435.40-31   | 26.96          |
|                             |              |  | 009508           | 50059709                   | 020-5305-438.40-31   | 140.33         |
|                             |              |  | 009510           | 50059709                   | 020-5305-438.40-33   | 2.60           |
|                             |              |  | 009512           | 50059280                   | 020-5125-436.40-31   | 235.67         |
|                             |              |  |                  |                            | 3/22/2019 TOTAL -  | 2,675.75       |
|                             |              |  |                  |                            | 020-5120-437.40-31<br>020-5130-437.40-31<br>020-5120-437.40-33<br>020-5100-437.40-33<br>020-5410-435.40-31<br>020-5305-438.40-31<br>020-5305-438.40-33<br>020-5125-436.40-31<br>3/22/2019 TOTAL -<br>CUMULATI VE TOTAL -   | 1,006,991.90   |
| 3/25/2019                   | 37           | ANCHOR STONE CO                                    | 009092           | 190222309                  | $\begin{array}{c} 020-5410-435.\ 70-15\\ 020-540-5410-435.\ 70-15\\ 020-540-56\\ 020-560-56\\ 020-560-56\\ 020-560-56\\ 020-560$ | 2,067.75       |
|                             |              |  | 009093           | 190279209                  | 020-5410-435.70-15   | 1,804.84       |
|                             |              |  | 009094           | 190328609                  | 020-5410-435.70-15   | 2,428.62       |
| 0105(0040                   |              |  | 009095           | 190387009                  | 020-5410-435.70-15   | 721.48         |
| 3/25/2019                   | 71           | BROKEN ARROW ELECTRI C SUPPLY                      |                  | S2449252001                | 020-5410-435.70-15   | 23,996.37      |
|                             |              |  | 009097           | S2469237001                | 020-5410-435.70-15   | 424.80         |
|                             |              |  | 009098<br>009099 | S2468045001<br>S2470437001 |  | 176.00         |
|                             |              |  | 009099           | S2472901001                | 020-5410-435.70-15   | 115 00         |
|                             |              |  | 009100           | S247388001                 | 020-5410-435 70-15   | 0 28           |
|                             |              |  | 009102           | S2474405001                | 020-5410-435 70-15   | 35 30          |
|                             |              |  | 009103           | S2469237002                | 020-5410-435 70-15   | 24 12          |
|                             |              |  | 009104           | 52469237003                | 020-5410-435.70-15   | 17.05          |
|                             |              |  | 009105           | S2461571001                | 020-5410-435.70-15   | 1.63           |
|                             |              |  | 009106           | S2478739001                | 020-5410-435.70-15   | 47.17          |
|                             |              |  | 009107           | S2478554001                | 020-5410-435.70-15   | 37.51          |
|                             |              |  | 009108           | S2479067001                | 020-5410-435.70-15   | 29.88          |
| 3/25/2019                   | 176          | TIMMONS OIL COMPANY INC<br>ELLIOTT ELECTRIC SUPPLY | 009195           | BI 23475                   | 020-5410-435.70-15   | 1,577.83       |
| 3/25/2019                   | 193          | ELLI OTT ELECTRI C SUPPLY                          | 009109           | 1344134301                 | 020-5410-435.70-15   | 236.56         |
|                             |              |  | 009110           | 1344214701                 | 020-5410-435.70-15   | 287.20         |
|                             |              |  | 009111           | 1344214702                 | 020-5410-435.70-15   | 89.75          |
|                             |              |  | 009112           | 1344278401                 | 020-5410-435.70-15   | 422, 71        |
|                             |              |  | 009113           | 1344162005                 | 020-5410-435.70-15   | 2,941.56       |
|                             |              |  | 009114<br>009115 | 1344332001                 | 020-5410-435.70-15   | 66.49<br>EE 24 |
|                             |              |  | 009116           | 1344356201<br>1344360101   | 020-5410-435.70-15   | 33 00          |
|                             |              |  | 009117           | 1344361401                 | 020-5410-435.70-15<br>020-5410-435.70-15<br>020-5410-435.70-15<br>020-5410-435.70-15<br>020-5410-435.70-15<br>020-5410-435.70-15<br>020-5410-435.70-15<br>020-5410-435.70-15<br>020-5410-435.70-15   | 1 886 50       |
|                             |              |  | 009118           | 1344361901                 | 020-5410-435 70-15   | 69 95          |
|                             |              |  | 009119           | 1344361902                 | 020-5410-435.70-15   | 364.00         |
|                             |              |  | 009120           | 1344372701                 | 020-5410-435.70-15   | 47.27          |
|                             |              |  | 009121           | 1344387601                 | 020-5410-435.70-15   | 119.20         |
|                             |              |  | 009122           | 1344372702                 | 020-5410-435.70-15   | 241.16         |
|                             |              |  | 009123           | 1344162007                 | 020-5410-435,70-15   | 24.30          |
|                             |              |  | 009124           | 1064996001                 | $\begin{array}{c} 020-5410-435.\ 70-15\\ 020-5410-435\\ 020-5410-435\\ 020-5410-435\\ 020-5410-435\\ 020$ | 1,886.26       |
| 3/25/2019                   | 194          | ELLIS CONST ACCESSORIES LTD                        | 009125           | 210305                     | 020-5410-435.70-15   | 867.46         |
|                             |              |  | 009126           | 210264                     | 020-5410-435.70-15<br>020-5410-435.70-15<br>020-5410-435.70-15<br>020-5410-435.70-15<br>020-5410-435.70-15   | 27.00          |
|                             |              |  | 009127           | 210265                     | 020-5410-435.70-15   | 633.64         |
|                             |              |  | 009128           | 210211                     | 020-5410-435.70-15   | 40.00          |
|                             |              |  | 009129           | 210168                     | 020-5410-435.70-15   | 10.00          |
|                             |              |  | 009130           | 210359                     | 020-5410-435.70-15   | 224.79         |

PREPARED 3/29/19, 6:45:09 ACCOUNTS PAYABLE BY FUND/ DUE DATE PAGE 21 PROGRAM GM314L CITY OF BROKEN ARROW

| FUND 020 BAMA<br>DATE<br>DUE | VENDOR<br>NO | VENDOR<br>NAME              | VOUCHER<br>NO    | I NVOI CE<br>NO                | ACCOUNT<br>NO  | AMOUNT               |
|------------------------------|--------------|-----------------------------|------------------|--------------------------------|--|----------------------|
|                              |              |                             | 009131           | 210360                         | 020-5410-435.70-15   | 111.64               |
|                              |              |                             | 009132           | 210404                         | 020-5410-435.70-15   | 176.90               |
|                              |              |                             | 009133<br>009134 | 210519                         | 020-5410-435.70-15   | 153.00               |
|                              |              |                             | 009134           | 210520<br>210862               | 020- 5410- 435. 70- 15<br>020- 5410- 435. 70- 15   | 10.00<br>91.00       |
|                              |              |                             | 009136           | 210776                         | 020-5410-435.70-15   | 118 70               |
|                              |              |                             | 009137           | 210777                         | 020-5410-435.70-15   | 118.70<br>282.00     |
|                              |              |                             | 009138           | 210822                         | 020-5410-435.70-15   | 25,00                |
|                              |              |                             | 009139           | 210806                         | 020-5410-435.70-15   | 85.00                |
|                              |              |                             | 009140           | 210602                         | 020-5410-435.70-15   | 152.62               |
|                              |              |                             |                  | 210603                         | 020-5410-435.70-15   | 67.62                |
|                              |              |                             | 009142           | 210674                         | 020-5410-435.70-15   | 15.45                |
|                              |              |                             | 009143           | 210701                         | 020-5410-435.70-15   | 27.80                |
|                              |              |                             | 009144           | 210700                         | 020-5410-435.70-15   | 27.00                |
| 3/25/2019                    | 205          | FERGUSON WATERWORKS #1895   | 009145           | 210738                         | 020-5410-435.70-15   | . 27.00              |
| 5/20/2018                    | 200          | FEROUSON WATERVIORRS #1095  | 009154<br>009155 | 0606108<br>0607512             | 020- 5410- 435. 70- 15<br>020- 5410- 435. 70- 15   | 1,043.12<br>84.00    |
|                              |              |                             | 009156           | 0604710                        | 020-5410-435.70-15   | 3, 897, 38           |
|                              |              |                             | 009157           | 0602453                        | 020-5410-435.70-15   | 3, 360, 24           |
|                              |              |                             | 009158           | 0604654                        | 020-5410-435.70-15   | 167,60               |
|                              |              |                             | 009159           | CM055784                       | 020-5410-435.70-15   | 2,006.57-            |
|                              |              |                             | 009160           | 0606197                        | 020-5410-435.70-15   | 471.76               |
|                              |              |                             | 009161           | 0604588                        | 020-5410-435.70-15   | 105.12               |
|                              |              |                             | 009162           | CM0556092                      | 020-5410-435.70-15   | 167.60-              |
|                              |              |                             | 009163           | CM0556091                      | 020-5410-435.70-15   | 1, 301.72-           |
| 3/25/2019                    | 403          | MAXWELL SUPPLY OF TULSA INC | 009164<br>009168 | 0604975<br>481259              | 020-5410-435.70-15   | 157.77<br>302.38     |
| 3/25/2019                    | 1290         | STUART C. I RBY COMPANY     | 009190           | S011235973001                  | 020- 5410- 435. 70- 15<br>020- 5410- 435. 70- 15   | 62.12                |
| 0, 20, 20,0                  |              |                             | 009191           |                                | 020-5410-435.70-15   | 2, 647. 89           |
|                              |              |                             | 009192           | S011211586001                  | 020-5410-435.70-15   | 738.15               |
| 3/25/2019                    | 5042         | H G FLAKE SUPPLY CO         | 009165           | 0363632                        | 020-5410-435.70-15   | 391.10               |
| 3/25/2019                    | 5376         | KENNETH D SCHWAB            | 009240           | 04/07-09/19                    | 020-0302-413.50-03   | 112.00               |
|                              |              |                             | 009325           | 02/28/19                       | 020-0302-413.50-03   | 46.28                |
| 010510010                    | E ( / 0      |                             | 009326           | 03/14/19                       | 020-0302-413.50-03   | 152.82               |
| 3/25/2019                    | 5410         | UNITED RENTALS, INC         | 009198<br>009199 | 163044976004                   | 020-5410-435.70-15   | 315.00               |
| 3/25/2019                    | 6626         | REXEL USA INC               |                  | 165526463002<br>S123586608005  | 020- 5410- 435. 70- 15<br>020- 5410- 435. 70- 15   | 1,060.00<br>6,911.39 |
| 0/20/2019                    | 0020         | NEXEL OSA THO               | 009172           | S123586608003                  | 020-5410-435.70-15   | 6,987.09             |
|                              |              |                             | 009174           | S123586608001                  | 020-5410-435.70-15   | 20, 787. 74          |
|                              |              |                             |                  | S123723339001                  | 020-5410-435.70-15   | 102.73               |
|                              |              |                             | 009176           | S123723339002                  | 020-5410-435.70-15   | 5,634.70             |
|                              |              |                             | 009177           | S123760550001                  | 020-5410-435.70-15   | 1,071,43             |
|                              |              |                             |                  | S123782282001                  | 020-5410-435.70-15   | 217.51               |
|                              |              |                             | 009179           |                                | 020-5410-435.70-15   | 855.99               |
|                              |              |                             | 009180           | S123794826003<br>S123770053001 | 020-5410-435.70-15   | 42.74                |
| 3/25/2019                    | 8317         | TNEMEC                      | 009101           | 2371236                        | 020-5410-435.70-15<br>020-5410-435.70-15<br>020-5410-435.70-15<br>020-5410-435.70-15<br>020-5410-435.70-15<br>020-5410-435.70-15 | 201.41<br>30,556.50  |
| 01 201 2010                  | 0011         |                             | 009197           | 2371237                        | 020-5410-435 70-15   | 10, 848, 50          |
| 3/25/2019                    | 10671        | SUNBELT RENTALS             | 009193           | 862059350001                   | 020-5410-435.70-15   | 950.00               |
| 3/25/2019                    | 10803        | NEWMAN REGENCY GROUP        | 009170           | 8249                           | 020-5410-435.70-15   | 21, 225, 00          |
| 3/25/2019                    | 11174        | HME, INC                    | 009167           | 15128                          | 020-5410-435.70-15   | 10,039.00            |
|                              |              |                             |                  |                                |  |                      |

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| UND 020 BAMA<br>DATE<br>DUE | VENDOR<br>NO | VENDOR<br>NAME  | VOUCHER<br>NO | I NVOLCE<br>NO | ACCOUNT<br>NO   | AMOUNT       |
|-----------------------------|--------------|---|---------------|----------------|---|--------------|
|                             | 11263        | CURT POOLE  | 009056        | 04/07-10/19    | $\begin{array}{c} 020 - 0503 - 415.\ 50 - 03\\ 020 - 5410 - 435.\ 70 - 15\\ 020 - 5410 - 435 - 70 - 15\\ 020 - 540 - 10 - 10 - 10 - 10 - 10 - 10 - 10 - $                                     | 125.40       |
| 3/25/2019                   | 11354        | ELLIS CONSTRUCTION SPECIALTIE   | S 009146      | 2298589SI C    | 020-5410-435.70-15  | 28.80        |
|                             |              |   | 009147        | 2298439SI F    | 020-5410-435.70-15  | 333.00       |
|                             |              |   |               | 2298440SI F    | 020-5410-435.70-15  | 6.94         |
|                             |              |   | 009149        | 2298441SI F    | 020-5410-435.70-15  | 170.90       |
|                             |              |   | 009150        | 2298037SI C    | 020-5410-435.70-15  | 144.00       |
|                             |              |   |               | 2297825511     | 020-5410-435.70-15  | 1,820.07     |
|                             |              |   |               | 2298045S1C     | 020-5410-435.70-15  | 28.80        |
|                             |              |   |               | 222983081C     | 020-5410-435.70-15  | 21.60        |
| 3/25/2019                   | 11385        | STANDARD MATER! ALS GROUP   |               | 2000001895     | 020-5410-435.70-15  | 1,938.00     |
|                             |              |   | 009184        | 2000011162     | 020-5410-435.70-15  | 1,630.00     |
|                             |              |   |               | 2000011847     | 020-5410-435.70-15  | 330.00       |
|                             |              |   | 009186        |                | 020-5410-435.70-15  | 8,319.00     |
|                             |              |   | 009187        | 2000013176     | 020-5410-435.70-15  | 1,072.50     |
|                             |              |   |               | 2000014534     | 020-5410-435.70-15  | 3,864.00     |
|                             |              |   | 009189        | 2000014891     | 020-5410-435.70-15  | 3,331.50     |
| 3/25/2019                   | 11386        | SUNSTATE EQUI PMENT CO  | 009194        | 7848262001     | 020-5410-435.70-15  | 745.50       |
| 3/25/2019                   | 11444        | SUNSTATE EQUIPMENT CO<br>HARRISON ENERGY PARTNERS<br>SPUNSTRAND<br>GLENDA F BOLGE<br>MPHS INC<br>OLDCASTLE INFRASTRUCTURE | 009166        | DB18T0681      | 020-5410-435.70-15  | 76,330,12    |
| 3/25/2019                   | 11587        | SPUNSTRAND  | 009182        | 13154C         | 020-5410-435.70-15  | 1,956.00     |
| 3/25/2019                   | 11605        | GLENDA F BOLGE  | 009060        | PARCEL 3       | 020-5415-435.70-08  | 4,080.00     |
| 3/25/2019                   | 11606        | MPHS INC  | 009169        | 45344          | 020-5410-435.70-15  | 49, 533.60   |
| 3/25/2019                   | 11607        | OLDCASTLE INFRASTRUCTURE  | 009171        | 260109999      | 020-5410-435.70-15  | 23, 527.00   |
|                             |              |   |               |                | 3/25/2019 TOTAL -<br>CUMULATIVE TOTAL -   | 352,899.56   |
|                             |              |   |               |                | CUMULATIVE TOTAL -  | 1.359.891.46 |
| 3/26/2019                   | 8            | BRENNTAG SOUTHWEST INC  | 009236        | BSW070198      | $\begin{array}{c} 020-5405-434.40-28\\ 020-0503-415.50-28\\ 020-5405-434.70-15\\ 020-5405-430-50\\ 020-5405-5405-52\\ 020-5405-5405-52\\ 020-5405-52\\ 020-520-52\\ 0$ | 12,417.30    |
| 3/26/2019                   | 40<br>71     | AVB   | 009342        | FC0 2019       | 020-0503-415.50-28  | 464.72       |
| 3/26/2019                   | 71           | BROKEN ARROW ELECTRIC SUPPLY  | 009207        |                | 020-5405-434.70-15  | 201.41       |
| 3/26/2019                   | 133          | UTILITY SUPPLY  | 009228        | 123769         | 020-5405-434.70-15  | 52.00        |
|                             |              |   | 009229        | 123964         | 020-5405-434.70-15  | 52.00        |
|                             |              |   |               | 124148         | 020-5405-434.70-15  | 1,061.52     |
|                             |              |   | 009231        | 124178         | 020-5405-434.70-15  | 280.89       |
|                             |              |   | 009232        | 124115         | 020-5405-434.70-15  | 199.95       |
|                             |              |   | 009233        | CM124270       | 020-5405-434.70-15  | 110.20-      |
|                             |              |   | 009234        | 124287         | 020-5405-434.70-15  | 387.74       |
| 3/26/2019                   | 176<br>193   | TIMMONS OF L COMPANY INC  | 009226        | BI 23836       | 020-5405-434.70-15  | 1,813.62     |
| 3/26/2019                   | 193          | ELLI OTT ELECTRI C SUPPLY   |               | 1343304601     | 020-5405-434.70-15  | 40.78        |
|                             |              |   | 009215        | 1343314501     | 020-5405-434.70-15  | 108.46       |
|                             |              |   |               | 1343331701     | 020-5405-434.70-15  | 46.21        |
|                             |              |   |               | 1343529801     | 020-5405-434,70-15  | 240.30       |
| 3/26/2019                   | 194          | ELLIS CONST ACCESSORIES LTD   | 009219        | 210488         | 020-5405-434.70-15  | 279.68       |
|                             |              |   |               | 210564         | 020-5405-434.70-15  | 292.50       |
|                             |              |   |               | 210653         | 020-5405-434.70-15  | 1,250.60     |
|                             |              |   |               | 210654         | 020-5405-434.70-15  | 890.00       |
| 3/26/2019                   | 205          | FERGUSON WATERWORKS #1895   | 009223        | 0606512        | 020-5405-434.70-15<br>020-5405-434.70-15<br>020-5405-434.70-15<br>020-5405-434.70-15<br>020-5405-434.70-15<br>020-5405-434.70-15<br>020-5410-435.70-15<br>020-5410-435.70-15<br>020-5120-437.40-55<br>020-5120-437.40-33  | 59.73        |
|                             |              |   | 009224        | 0607305        | 020-5405-434.70-15  | 118.33       |
| 3/26/2019                   | 243          | GRAYBAR ELECTRIC CO   | 009201        | 9308357366     | 020-5410-435.70-15  | 222.52       |
|                             |              | GRAYBAR ELECTRIC CO<br>SAFETY KLEEN CORP<br>AIRGAS USA LLC  | 009202        | 9308626573     | 020-5410-435.70-15<br>020-5120-437.40-55<br>020-5120-437.40-33<br>020-5115-437.40-33  | 2,946.53     |
| 3/26/2019                   | 257          | SAFETY KLEEN CORP   | 009381        | 79182568       | 020-5120-437.40-55  | 299.50       |
| 3/26/2019                   | 370          | ALRGAS USA LLC  | 009333        | 9960364692     | 020-5120-437.40-33  | 181.40       |
|                             |              |   |               |                |   |              |

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CLTY OF BROKEN ARROW

| ID 020 BAMA<br>DATE<br>DUE | VENDOR<br>NO |   | VOUCHER<br>NO | I NVOLCE<br>NO | ACCOUNT<br>NO       | AMOUNT      |
|----------------------------|--------------|---|---------------|----------------|---------------------|-------------|
|                            |              |   | 009335 9      | 960364692      | 020-5130-437.40-33  | 30.62       |
|                            |              |   | 009336 9      | 960364692      | 020-5305-438.40-33  | 36.90       |
|                            |              |   | 009337 9      | 960364692      | 020-5400-434.40-33  | 22.92       |
|                            |              | APAC- CENTRAL, I NC   | 009338 9      | 960364692      | 020-5410-435.40-33  | 30.62       |
| /26/2019                   | 420          | APAC- CENTRAL, I NC   | 009203 7      | 001200906      | 020-5405-434.70-15  | 772.09      |
|                            |              |   | 009204 7      | 001201999      | 020-5405-434.70-15  | 844.75      |
| 10010040                   | 888          | DEFERRED DUOLNEOD OVOTENO   | 009205 7      | 001204330      | 020-5405-434.70-15  | 730.45      |
| /26/2019                   | 888          | PREFERRED BUSINESS SYSTEMS  | 009286        | NV48532        | 020-5410-435.40-55  | 15.48       |
|                            |              |   | 009287        | NV48532        | 020-5130-437.40-55  | 109.24      |
|                            |              |   | 009288        | NV48532        | 020-5100-437.40-55  | 37.71       |
|                            |              |   | 009289        | NV48532        | 020-5120-437.40-55  | 30,98       |
|                            |              |   | 009290 1      | NV40032        |                     | 162 04      |
|                            |              |   | 009290 1      | NV40032        | 020-0303-415.40-55  | 21 69       |
|                            |              |   | 009297 1      | NV/48532       | 020-5305-434.40-55  | 21.00       |
|                            |              |   | 009299 1      | NV48532        | 020-5405-430.40-55  | 89 14       |
|                            |              |   | 009304        | NV48532        | 020-5406-434 40-55  | 15 06       |
| / 26/ 2019                 | 891          | STOREY WRECKER SERVICE INC<br>TULSA WORLD   | 009314 4      | 77616          | 020-5305-438 40-20  | 220 00      |
| / 26/ 2019                 | 1057         | TULSA WORLD   | 009407 5      | 45067-0208     | 020-5130-437, 50-05 | 51.20       |
|                            |              |   | 009408 5      | 45081-0208     | 020-5130-437.50-05  | 47.36       |
|                            |              |   | 009409 5      | 44832-0208     | 020-5130-437.50-05  | 83.64       |
|                            |              |   | 009410 5      | 46477-0215     | 020-5130-437.50-05  | 84.87       |
|                            |              |   | 009411 5      | 48006-0222     | 020-5130-437.50-05  | 81.18       |
|                            |              |   | 009412 5      | 48011-0222     | 020-5130-437.50-05  | 82.41       |
| / 26/ 2019                 | 1756         | CENTRAL PARK TAG AGENCY   | 009256 L      | 0488435280     | 020-5100-437.30-11  | 24.00       |
|                            |              | CENTRAL PARK TAG AGENCY<br>YORK ELECTRONICS SYSTEMS INC<br>CUSTOM SERVICES<br>OFMA<br>AMERICAN PUBLIC WORKS ASSOCIA | 009258 L      | 0824282704     | 020-5400-434.70-04  | 31.00       |
| / 26/ 2019                 | 3911         | YORK ELECTRONICS SYSTEMS INC  | 009322 6      | 7931           | 020-5410-435.40-07  | 300.00      |
| / 26/ 2019                 | 4513         | CUSTOM SERVICES   | 009353 3      | 87830          | 020-5410-435.40-07  | 453.10      |
| 3/26/2019                  | 5606         | OFMA  | 009374 2      | 562            | 020-5205-419.30-11  | 225,00      |
|                            |              |   | 009375 2      | 562            | 020-5210-419.30-11  | 225,00      |
| 3/26/2019                  | 6009         | AMERICAN PUBLIC WORKS ASSOCIA   | 1 009246      | D842818        | 020-5120-437.30-85  | 170.00      |
|                            |              |   | 009247 1      | D842818        | 020-5125-436.30-85  | 170.00      |
|                            |              |   | 009248        | D042010        |                     | 170.00      |
|                            |              |   | 009249 1      | D042010        | 020-5205-419.50-65  | 170.00      |
|                            |              |   | 009250 1      | D042010        | 020-0302-413 30-85  | 170.00      |
| / 26/ 2019                 | 7497         | LEMORGAN CHASE BANK N A   | 009201 1      | 103386         | 020-0503-415 50-05  | 1 107 85    |
| / 26/ 2019                 | 8260         | DATAPROSE I NC  | 009354 D      | P1900415       | 020-0503-415 50-28  | 13 490 91   |
| 0/ 20/ 2010                | 0200         |   | 009355 D      | P1900415       | 020-0503-415.50-39  | 15, 574, 64 |
| / 26/ 2019                 | 8353         | BISHOP LIFTING PRODUCTS INC   | 009206 T      | UL PS139320    | 020-5405-434.70-15  | 762.02      |
| / 26/ 2019                 | 8919         | BRINK'S INCORPORATED  | 009253 2      | 570993         | 020-0503-415.50-28  | 584.13      |
| / 26/ 2019                 | 8997         | AMERICAN MUNICIPAL SERVICES C   | O 009340 4    | 1511           | 020-0000-229.16-00  | 1,408.49    |
| 3/26/2019                  | 9018         | DOLESE BROS. CO.  | 009210 R      | RM19005582     | 020-5405-434,70-15  | 3,204.00    |
|                            |              |   | 009211 R      | RM19007122     | 020-5405-434.70-15  | 4,094.00    |
|                            |              |   | 009212 R      | RM19007327     | 020-5405-434.70-15  | 4,806.00    |
|                            |              |   | 009213 R      | RM19008510     | 020-5405-434.70-15  | 2,403.00    |
| 3/26/2019                  | 9539         | TULSA HEALTH DEPARTMENT   | 009389 3      | 4664           | 020-5405-434.30-34  | 1,527.00    |
|                            |              |   | 009390 3      | 4688           | 020-5400-434.30-34  | 4,576.00    |
| / 26/ 2019                 | 9923         | MILTY'S BOYS SEPTIC   | 009371 1      | 932            | 020-5405-434.40-28  | 750.00      |
| / 26/ 2019                 | 10051        | BROWNCO MEG & SALES   | 009208 6      | 06011          | 020-5405-434.70-15  | 1,798.00    |
|                            |              |   | 009209 6      | 08881          | 020-5405-434.70-15  | 1,885.08    |

PROGRAM GM314L CITY OF BROKEN ARROW

FUND 020 BAMA

| FUND 020 BAMA<br>DATE<br>DUE  | VENDOR<br>NO  | VENDOR V<br>NAME   | OUCHER  | I NVOI CE<br>NO  | ACCOUNT<br>NO  | AMOUNT   |
|---|---|--|---|--|--|--|
| 3/26/2019<br>3/26/2019<br>3/26/2019<br>3/26/2019<br>3/26/2019<br>3/26/2019<br>3/26/2019<br>3/26/2019<br>3/26/2019<br>3/26/2019<br>3/26/2019<br>3/26/2019<br>3/26/2019 | 10137<br>10161<br>10214<br>10420<br>10562<br>10890<br>11458<br>11558<br>11608<br>11609<br>11610 | WAGONER CO RRWD DISTRICT #4<br>CULLIGAN OF TULSA<br>TULSA'S GREEN COUNTRY STAFFING<br>GERSHMAN, BRICKNER & BRATTON IN<br>SEE CLICK FIX INC<br>HALLIDAY PRODUCTS INC<br>ROBERSON & COMPANY REALTY ADVI<br>TULSA RECYCLE & TRANSFER INC<br>CONTEGRA INC<br>TRIUMPH CONSTRUCTION SUPPLY<br>BELCO MANUFACTURING CO INC | 009414<br>009350<br>009413<br>009359<br>009385<br>009225<br>009279<br>009380    | 045<br>273427<br>69707<br>19036492<br>20172027<br>00061621<br>790<br>791<br>1903AUDI T<br>39525<br>11946 | 020-0503-415.50-28<br>020-5405-434.40-28<br>020-5125-436.50-37<br>020-5125-436.70-17<br>020-1700-419.30-87<br>020-5405-434.70-15<br>020-5415-435.70-08<br>020-5415-435.70-08<br>020-5415-435.70-15<br>020-5405-434.70-15<br>020-5405-434.70-04<br>3/26/2019 TOTAL -<br>CUMULATI VE TOTAL - | $\begin{array}{c} 150.\ 00\\ 212.\ 76\\ 7,\ 967.\ 70\\ 2,\ 402.\ 48\\ 13,\ 772.\ 50\\ 12,\ 686.\ 27\\ 1,\ 600.\ 00\\ 1,\ 600.\ 00\\ 3,\ 200.\ 00\\ 6,\ 352.\ 38\\ 1,\ 317.\ 20\\ 52,\ 546.\ 00\\ 192,\ 297.\ 67\\ 1,\ 552,\ 189.\ 13\end{array}$ |
| 3/ 27/ 2019<br>3/ 27/ 2019<br>3/ 27/ 2019<br>3/ 27/ 2019  | 575<br>5904<br>6454   | CRAWFORD & ASSOCIATES, P.C.<br>ADDCO ELECTRICINC.<br>WASTE MANAGEMENT QUARRY LANDFI  | 009422<br>009448<br>009449  | 23590<br>005236421854<br>005246621857<br>005237021851  | 020-0503-415.30-87<br>020-5415-435.40-28<br>020-5125-436.40-30<br>020-5125-436.40-30<br>020-5125-436.40-30<br>020-5125-436.40-30   | 4,358.74<br>1,904.08<br>1,042.18<br>2,791.01<br>931.56<br>251.10   |
| 3/ 27/ 2019<br>3/ 27/ 2019<br>3/ 27/ 2019<br>3/ 27/ 2019<br>3/ 27/ 2019<br>3/ 27/ 2019<br>3/ 27/ 2019   | 7290<br>8512<br>8616<br>10039<br>10214<br>10360   | FEDEX FREIGHT<br>AT&T MOBILITY<br>GEODECA LLC<br>COVANTA ENERGY LLC<br>TULSA'S GREEN COUNTRY STAFFING<br>JAVA DAVES EXECUTIVE COFFEE SE  | 009501 4968<br>009493 2848<br>009433 1804<br>009429 221<br>STAFFING 009446 6954 | 446         69543         020           436         750020         020                                   | 020-5125-436.40-30<br>020-5130-437.50-39<br>020-5120-437.50-22<br>020-5205-419.30-87<br>020-5125-436.40-30<br>020-5125-436.50-37<br>020-5205-419.60-23<br>020-5305-438.60-23<br>3/27/2019 TOTAL -<br>CUMULATI VE TOTAL -   | 29,526.28<br>6,895.20<br>79.16<br>43.53<br>54,718.99   |
| 3/ 28/ 2019<br>3/ 28/ 2019  | 141<br>378  | CUMMINS SOUTHERN PLAINS<br>KSM EXCHANGE LLC  | 009517<br>009518<br>009519  |  | 020-5415-435.70-15<br>020-5415-435.70-15<br>020-5415-435.70-15   | 9, 148.00<br>1, 640.00<br>6, 700.00  |
| 3/ 28/ 2019   | 1290  | STUART C. I RBY COMPANY  | 009521  | S011037920001<br>S011037920003<br>S011037920007<br>S011037920009   | 020-5415-435.70-15<br>020-5415-435.70-15<br>020-5415-435.70-15<br>020-5415-435.70-15<br>020-5415-435.70-15<br>020-5415-435.70-15   | 3, 183. 48<br>10. 33<br>3, 215. 59<br>2, 010. 13<br>45. 47   |
| 3/28/2019   | 8959  | RUSSELL'S WELDING INC.   | 009520  |  | 020-5415-435.70-15<br>3/28/2019 TOTAL -<br>CUMULATI VE TOTAL -   | 985.00<br>26,938.00  |
| 4/02/2019   | 309   | OKLAHOMA NATURAL GAS CO  | 000026<br>000027<br>000111<br>000423<br>000424<br>004044                        | 253747127<br>254035382<br>257659209<br>257977409<br>220544536<br>253867927<br>111356527<br>110016445     | 020-5415-435.50-24<br>020-5415-435.50-24<br>020-5415-435.50-24<br>020-5415-435.50-24<br>020-5415-435.50-24<br>020-5415-435.50-24<br>020-5415-435.50-24<br>020-5305-438.50-24<br>020-5120-437.50-24   | 38.42<br>30.51<br>43.27<br>28.83<br>26.40<br>26.46<br>267.57<br>418.52   |

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PROGRAM GM314L

CITY OF BROKEN ARROW

| JND 020 BAMA<br>DATE<br>DUE | VENDOR<br>NO | VENDOR<br>NAME          | VOUCHER<br>NO    | I NVOLCE<br>NO     | ACCOUNT<br>NO  | AMOUNT                                    |
|-----------------------------|--------------|-------------------------|------------------|--------------------|--|---|
|                             |              |                         | 006136           | 179009782          | 020- 5100- 437. 50- 24   | 217.28                                    |
|                             |              |                         | 007867           | 253747127          | 020-5415-435.50-24   | . 65                                      |
|                             |              |                         |                  | 254035382          | 020-5415-435.50-24   | . 65<br>. 45<br>6, 583. 14<br>40, 793. 97 |
| 4/02/2019                   | 442          | AMERICAN ELECTRIC POWER | 000369           | 9553052871         | 020-5405-434.50-25   | 6, 583. 14                                |
|                             |              |                         | 003907           | 9588213380         | 020-5405-434.50-25   | 40,793.97                                 |
| 4/02/2019                   | 7367         | BOKF N. A.              | 009439           | 9525931030         | 020-1700-419.50-25<br>020-0503-415.50-28<br>020-5100-437.50-22<br>020-5100-437.50-22<br>020-5405-434.50-22<br>020-5405-434.50-22<br>020-5410-435.50-22<br>020-5410-435.50-22<br>020-5415-435.50-22 | 715.00                                    |
| 4/02/2019                   | 7724         | W NDSTREAM              | 009466<br>009461 | 20190228           | 020-0303-415.50-28   | 2,378.28<br>183.69                        |
| 1 021 2019                  | 1124         | W NDSTREAM              | 009481           | 2598040<br>2598272 | 020-5100-437.50-22   | 273.64                                    |
|                             |              |                         | 009485           | 0351000560         | 020-5405-434 50-22   | 275.34                                    |
|                             |              |                         | 009486           | 2513145            | 020-5405-434 50-22   | 37.33                                     |
|                             |              |                         | 009487           | 4554762            | 020-5410-435 50-22   | 187.38                                    |
|                             |              |                         | 009488           | 2501858            | 020-5410-435.50-22   | 42.38                                     |
|                             |              |                         | 009489           | 3558751            | 020-5415-435.50-22   | 38, 42                                    |
|                             |              |                         | 009490           | 3554226            | 020-5415-435.50-22   | 38,42                                     |
|                             |              |                         | 009491           | 3572456            | 020-5415-435.50-22   | 38.42                                     |
|                             |              |                         | 009492           | 3572503            | 020-5415-435.50-22   | 38.42                                     |
| 4/02/2019                   | 7782         | TIGER, INC.             | 003043           | 1100164            | 020-5120-437.50-24   | 1,324.80                                  |
|                             |              |                         | 004049           | 1790097            | 020- 5100- 437. 50- 24   | 546.98                                    |
| / 02/ 2019                  | 8512         | AT&T MOBILITY           | 005089           | 2318262            | 020-5305-438.50-54   | 44.96                                     |
|                             |              |                         | 005090           | 2320816            | 020-5305-438.50-54   | 44.96                                     |
|                             |              |                         | 005091           | 2328223            | 020-5305-438.50-54   | 44.96                                     |
|                             |              |                         | 005092           | 2372406            | 020-5305-438.50-54   | 44.96                                     |
|                             |              |                         | 005093           | 2373480            | 020-5305-438.50-54   | 44.96                                     |
|                             |              |                         | 005094           | 2840882            | 020-5305-438.50-54   | 44.96                                     |
|                             |              |                         | 005095<br>005096 | 3445134            | 020-5305-438.50-54   | 44.96                                     |
|                             |              |                         | 005100           | 6005562<br>2321806 | 020- 5305- 438. 50- 54<br>020- 5120- 437. 50- 22   | 7.64<br>22.93-                            |
|                             |              |                         | 005100           | 2322011            | 020-5120-437.50-22   | 36.62                                     |
|                             |              |                         | 005102           | 2373170            | 020-5400-434.50-54   | 7.64                                      |
|                             |              |                         | 005102           | 2829013            | 020-5400-434.50-54   | 7.64                                      |
|                             |              |                         | 005104           | 4026912            | 020-5400-434.50-54   | 45.56                                     |
|                             |              |                         | 005105           | 4039359            | 020-5400-434.50-54   | 7.64                                      |
|                             |              |                         | 005106           | 7285048            | 020-5400-434.50-54   | 7.64                                      |
|                             |              |                         | 005107           | 7285116            | 020-5400-434.50-54   | 7.64                                      |
|                             |              |                         | 005108           | 8993249            | 020-5400-434.50-54   | 7.64                                      |
|                             |              |                         | 005111           | 2825651            | 020-5200-419.50-54   | 44.96                                     |
|                             |              |                         | 005112           | 2825682            | 020-5200-419.50-54   | 43.43                                     |
|                             |              |                         | 005113           | 2825684            | 020-5200-419.50-54   | 44.96                                     |
|                             |              |                         | 005114           | 2825686            | 020-5200-419.50-54   | 44.96                                     |
|                             |              |                         | 005115           | 2825697            | 020-5200-419.50-54   | 44.96                                     |
|                             |              |                         | 005116           | 4080384            | 020-5200-419.50-54   | 7.64                                      |
|                             |              |                         | 005117           | 6303341            | 020-5200-419.50-54   | 41.63                                     |
|                             |              |                         | 005149           | 2820091            | 020-5415-435.50-22   | 42.63                                     |
|                             |              |                         | 005150           | 3468936            | 020-5415-435.50-22   | 15.60-                                    |
|                             |              |                         | 005155<br>005156 | 5100835            | 020-5406-434.50-54   | 44.96<br>7.64                             |
|                             |              |                         | 005156           | 5109132<br>5764506 | 020- 5406- 434, 50- 54<br>020- 5215- 419, 50- 54   | 68.58                                     |
|                             |              |                         | 005157           | 6446493            | 020-5215-419.50-54   | 41.63                                     |
|                             |              |                         | 005160           | 6446494            | 020-5200-419.50-22   | 41.63                                     |
|                             |              |                         | 005161           | 6930623            | 020-5200-419.50-22   | 41.63                                     |

PREPARED 3/29/19, 6:45:09

FUND 020 BAMA

| DATE<br>DUE | VENDOR<br>NO | VENDOR<br>NAME | VOUCHER<br>NO | I NVOI CE<br>NO | ACCOUNT<br>NO      | AMOUNT       |
|-------------|--------------|----------------|---------------|-----------------|--------------------|--------------|
|             |              |                | 005162        | 8570323         | 020-5200-419.50-22 | 44.63        |
|             |              |                | 005163        | 8920616         | 020-5200-419.50-22 | 41.63        |
|             |              |                | 005165        | 9023966         | 020-5215-419.50-54 | 1.03-        |
|             |              |                | 005188        | 2007853         | 020-5415-435.50-54 | 44.96        |
|             |              |                | 005189        | 2315616         | 020-5415-435.50-54 | 44.96        |
|             |              |                | 005190        | 2371672         | 020-5415-435.50-54 | 44.96        |
|             |              |                | 005191        | 2601496         | 020-5415-435.50-54 | 45.56        |
|             |              |                | 005192        | 2608563         | 020-5415-435.50-54 | 48.56        |
|             |              |                | 005193        | 2823776         | 020-5415-435.50-54 | 44.96        |
|             |              |                | 005194        | 2844760         | 020-5415-435.50-54 | 44.96        |
|             |              |                | 005195        | 2929351         | 020-5415-435.50-54 | 44.96        |
|             |              |                | 005196        | 3442899         | 020-5415-435.50-54 | 44.96        |
|             |              |                | 005197        | 3445617         | 020-5415-435.50-54 | 44.96        |
|             |              |                | 005198        | 3462916         | 020-5415-435.50-54 | 44.96        |
|             |              |                | 005199        | 3612190         | 020-5415-435.50-54 | 47.96        |
|             |              |                | 005200        | 6008871         | 020-5415-435.50-54 | 44.96        |
|             |              |                | 005201        | 6060153         | 020-5415-435.50-54 | 44.96        |
|             |              |                | 005202        | 6065638         | 020-5415-435.50-54 | 44.96        |
|             |              |                | 005203        | 6067659         | 020-5415-435.50-54 | 45.76        |
|             |              |                | 005204        | 6069828         | 020-5415-435.50-54 | 44.96        |
|             |              |                | 005205        | 6070339         | 020-5415-435.50-54 | 43.23        |
|             |              |                | 005206        | 6071681         | 020-5415-435.50-54 | 44.96        |
|             |              |                | 005207        | 6075244         | 020-5415-435.50-54 | 46.36        |
|             |              |                | 005208        | 6075824         | 020-5415-435.50-54 | 44.96        |
|             |              |                | 005209        | 6076195         | 020-5415-435.50-54 | 44.96        |
|             |              |                | 005210        | 6077956         | 020-5415-435.50-54 | 44.96        |
|             |              |                | 005211        | 6250857         | 020-5415-435.50-54 | 44.96        |
|             |              |                | 005212        | 6253925         | 020-5415-435.50-54 | 46.36        |
|             |              |                | 005213        | 6294372         | 020-5415-435.50-54 | 44.96        |
|             |              |                | 005214        | 6296952         | 020-5415-435.50-54 | 44.96        |
|             |              |                | 005215        | 6306537         | 020-5415-435.50-54 | 45.16        |
|             |              |                | 005216        | 6307921         | 020-5415-435.50-54 | 44.96        |
|             |              |                | 005217        | 6335171         | 020-5415-435.50-54 | 41.83        |
|             |              |                | 005218        | 6403620         | 020-5415-435.50-54 | 45.56        |
|             |              |                | 005219        | 6405196         | 020-5415-435.50-54 | 44.96        |
|             |              |                | 007865        | 8047536         | 020-5406-434.50-54 | 45.16        |
|             |              |                |               |                 | 4/02/2019 TOTAL -  | 57, 142, 91  |
|             |              |                |               |                 | FUND 020 TOTAL -   | 1,690,989.03 |

PREPARED 3/29/19, 6:45:09

#### PROGRAM GM314L CITY OF BROKEN ARROW

| FUND 021 BAM<br>DATE<br>DUE | A SALES TAX<br>VENDOR<br>NO | VENDOR<br>NAME         | VOUCHER<br>NO    | I NVOI CE<br>NO    | ACCOUNT<br>NO   | AMOUNT                                       |
|-----------------------------|-----------------------------|------------------------|------------------|--------------------|---|--|
| 4/ 02/ 2019                 | 6597                        | BANK OF OKLAHOMA N. A. | 009464<br>009465 | 5110323<br>5110324 | 021-5410-475.83-02<br>021-5410-475.83-02<br>4/02/2019 TOTAL -<br>FUND 021 TOTAL - | 1,000.00<br>1,000.00<br>2,000.00<br>2,000.00 |



## **Request for Action**

#### File #: 19-390, Version: 1

#### Broken Arrow Municipal Authority Meeting of: 04-02-2019

#### Title:

Consideration, discussion, and possible approval of Resolution No. 1191, a Resolution of the Broken Arrow Municipal Authority (BAMA), an Oklahoma Public Trust of which the City of Broken Arrow is the sole beneficiary, declaring approximately 80 acres of land situated at 21500 East 96th Street, with the City of Broken Arrow, Wagoner County, State of Oklahoma, surplus and authorizing transfer to the City of Broken Arrow; and approving and authorizing the execution of certain documents necessary to accomplish the declaration of surplus and transfer of title, including a General Warranty Deed; and containing other provisions relating thereto

#### **Background:**

In 2010, the Broken Arrow Municipal Authority (BAMA) and Mr. Gerald Brother entered into a lease purchase agreement for approximately 81.5 acres of land situated at 21500 East 96th Street (the "Land"). The acreage is located adjacent to the City's Events Park. The lease purchase agreement was for a term of 8 years and the BAMA had made all lease payments and final purchase price to the Seller. It was initially contemplated that BAMA would either use the property for its own purposes or declare it surplus and transfer it to the City. The City is interested in constructing a park near 111th and Aspen area as depicted in Attachment "A". The Broken Arrow School District owns land near 111th between Aspen and Olive that they no longer have needs for the land. However, the District is needing approximately 43 acres of property to build a school in the area of the land. It is contemplated that the City will swap a portion of the property with the School for the land near 111th and Aspen. Thus, it is in the best interests of the citizens of Broken Arrow to declare the real property surplus and approve the transfer of title to the City. Resolution No. 1191 declares the property located at 21500 East 96th St. surplus and authorizes its transfer to the City of Broke Arrow. It also approves and authorizes the execution of documents necessary to transfer title, including two General Warranty Deeds. As a result, Staff recommends that BAMA approves Resolution No. 1191 and authorize its execution.

| Cost:           | Recording Fees                    |
|-----------------|-----------------------------------|
| Funding Source: | General Fund                      |
| Requested By:   | Trevor Dennis, City Attorney      |
| Approved By:    | Michael L. Spurgeon, City Manager |
| Attachments:    | Resolution No. 1191               |
|                 |                                   |

#### **Recommendation:**

## File #: 19-390, Version: 1

Approve Resolution No. 1191 and authorize its execution.

#### **RESOLUTION NO. 1191**

A RESOLUTION OF THE BROKEN ARROW MUNICIPAL AUTHORITY (BAMA), AN OKLAHOMA PUBLIC TRUST OF WHICH THE CITY OF BROKEN ARROW IS THE SOLE BENEFICIARY, DECLARING APPROXIMATELY 80 ACRES OF LAND SITUATED AT 21500 EAST 96TH STREET, WITH THE CITY OF BROKEN ARROW, WAGONER COUNTY, STATE OF OKLAHOMA, SURPLUS AND AUTHORIZING TRANSFER TO THE CITY OF BROKEN ARROW; AND APPROVING AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS NECESSARY TO ACCOMPLISH THE DECLARATION OF SURPLUS AND TRANSFER OF TITLE, INCLUDING A GENERAL WARRANTY DEED; AND CONTAINING OTHER PROVISIONS RELATING THERETO

**WHEREAS,** in 2010, Broken Arrow Municipal Authority ("Authority") purchased approximately 80 acres of land located at 21500 East 96th Street, Broken Arrow, Wagoner County, pursuant to a Lease Purchase Agreement.

**WHEREAS**, the purchase price of the property was \$2,276,785.00 and was paid to the Seller over a period of eight years.

**WHEREAS**, in 2015, the City entered into a memorandum of understanding in which a portion of the land would be given to the School District to be used for an elementary school and the City was to use the remainder. In exchange, the School District agreed to provide the City land so the City could construct a park in accordance with the next phase of the City's Master Park Plan.

**WHEREAS**, Title 11, Section 22-125, of the Oklahoma Statutes authorizes the City to make gifts of any real estate belonging to the municipality to any school district located in the municipality; and

**WHEREAS**, Title 70, Section 5-117(11), authorizes the Board of Education for a School District to covey real property to a local political subdivision without consideration; and

**WHEREAS**, Title 60, Section 381, authorizes the City and Schools to take title of real property each is gifting the other; and

**WHEREAS,** pursuant to Oklahoma State Statute and the Broken Arrow Code of Ordinances, the Authority finds it to be in the best interest of the citizens of Broken Arrow to declare the real property surplus; and

**WHEREAS**, the Authority was created under a certain Trust Indenture dated November 19, 1973, as amended March 11, 1982; August 4, 1983, and March 18, 2014 (the "Authority Trust Indenture"), as a public trust for the use and benefit of its sole beneficiary, the City, under authority of and pursuant to Title 60, Oklahoma Statutes, §§176, et seq.; and

**WHEREAS**, among the Authority Trust Indenture's stated purposes are those of promoting and encouraging the development of industry and commerce within and without the territorial limits of the City by instituting, furnishing, providing and supplying property, improvements and services for the City and for the inhabitants, owners and occupants of property, and governmental, industrial, commercial and mercantile entities, establishments and enterprises within and without

the City; promoting the general convenience, general welfare and public safety of the residents of the City; acquiring by purchase real property useful in instituting, furnishing, providing, or supplying any of the aforementioned property, improvements and services; complying with the terms and conditions of contracts made in connection with or for the acquisition of any of said properties; receiving funds, property and other things of value from, among others, the City; and participating in programs of the State and others which are to the advantage of the City and the Authority's undertakings; and

**WHEREAS**, the Authority further deems it appropriate to the execution and delivery a General Warranty Deed to the City, and determines that such actions are in the best interests of the City and the health, safety and welfare of the City and residents within and near the City.

# NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BROKEN ARROW, OKLAHOMA, THAT:

- 1. The 80 acres of real property within the City of Broken Arrow, Tulsa County, State of Oklahoma; according to the recorded plat thereof, is hereby declared surplus.
- 2. Transfer of the real property legally described above to the City is hereby approved and authorized.
- 3. The Chairman or Vice Chairman is hereby authorized to execute a General Warranty Deed or any other Deeds or instrument necessary to accomplish this transfer.
- 4. It is the intention of the Trustees that the officers of the Authority shall, and they are hereby *ex officio* authorized and directed to do any and all lawful acts and deeds to effectuate and carry out the provisions and the purposes of this Resolution, including execution of the a General Warranty Deed, and such other instruments and documents as are related thereto.

Approved and adopted by the Broken Arrow Municipal Authority Meeting, at a regular meeting thereof, advance public notice of which was duly given and at which a majority of said Members were present, this 2<sup>th</sup> day of April, 2019.

CITY OF BROKEN ARROW, OKLAHOMA

Chairman

APPROVED AT TO FORM:

ATTEST: (SEAL)

Deputy City Attorney

City Clerk



## **Request for Action**

#### File #: 19-394, Version: 1

### Broken Arrow Municipal Authority Meeting of: 04-02-19

| To:<br>From:<br>Title: | Chairman and Authority Members<br>Finance Department  |
|------------------------|---|
|                        | Approval of and authorization to execute Resolution No. 1202, a Resolution agreeing<br>to file application with the Oklahoma Water Resources Board (OWRB) for financial<br>assistance through the Clean Water State Revolving Fund (CWSRF) with the loan<br>proceeds being for the purpose of paying for costs related to construction of capital<br>improvements at the Haikey Creek Wastewater Treatment Plant and Haikey Creek Lift<br>Station; Approving the payment of an application fee; Designating Legal and Financial<br>Professionals to assist in the application process and approving contracts for such<br>services; Authorizing the Chairman and Secretary to execute certain application<br>documents; And containing other provisions related thereto |
| Background:            | documents, And containing other provisions related thereto  |
|                        | The attached resolution is for the application to the Oklahoma Water Resources Board for a Clean Water State Revolving Fund ("CWSRF") loan for the purpose of acquiring funds to pay for improvements at the Haikey Creek Wastewater Treatment Plant and Haikey Creek Lift Station. This project is to provide improvements to the diffused aeration process of the Activated Sludge Basin at the Haikey Creek Wastewater Treatment Plant and electrical upgrades to both the plant and the Haikey Creek Lift Station. The loan amount is anticipated not to exceed \$11,500,000.   |
| Cost:                  | \$500.00 Application Fee  |
| Prepared By:           | Cynthia Arnold, Finance Director  |
| <b>Reviewed By:</b>    | Engineering Department  |
|                        | Legal Department  |
|                        | Kenny Schwab, Assistant City Manager Operations   |
|                        | Russell M. Gale, Assistant City Manager Administration  |
| Approved By:           | Michael L. Spurgeon, City Manager   |
| Attachments:           | Resolution No. 1202   |
|                        | Legal Services Agreement  |
|                        | Financial Services Agreement  |

#### **Recommendation:**

Approval of and Authorization to Execute Resolution No. 1202.

# THE TRUSTEES OF THE BROKEN ARROW MUNICIPAL AUTHORITY, TULSA COUNTY, OKLAHOMA, MET IN REGULAR SESSION IN THE CITY COUNCIL CHAMBERS AT THE CITY HALL, 220 SOUTH FIRST STREET, IN SAID CITY ON THIS 2<sup>nd</sup> DAY OF APRIL 2019, AT 5:30 O'CLOCK P. M., ALL IN COMPLIANCE WITH THE OKLAHOMA OPEN MEETING ACT.

#### PRESENT:

#### ABSENT:

Thereupon, the Chairman introduced a Resolution which was read by the Secretary. Trustee \_\_\_\_\_\_ moved that the Resolution be adopted and Trustee \_\_\_\_\_\_

seconded the motion. The motion carrying with it the adoption of the Resolution prevailed by the following vote:

AYE:

NAY:

The Resolution as adopted is as follows:

#### **RESOLUTION NO. 1202**

A RESOLUTION AGREEING TO FILE APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD ("OWRB") FOR FINANCIAL ASSISTANCE THROUGH THE CLEAN WATER STATE REVOLVING FUND (CWSRF), WITH THE LOAN PROCEEDS BEING FOR THE PURPOSE OF PAYING FOR COSTS RELATED TO CONSTRUCTION OF CAPITAL IMPROVEMENTS AT THE HAIKEY CREEK WASTEWATER TREATMENT PLANT AND HAIKEY CREEK LIFT STATION; APPROVING THE PAYMENT OF AN APPLICATION FEE; DESIGNATING LEGAL AND FINANCIAL PROFESSIONALS TO ASSIST IN THE APPLICATION PROCESS AND APPROVING CONTRACTS FOR SUCH SERVICES; AUTHORIZING THE CHAIRMAN AND SECRETARY TO EXECUTE CERTAIN APPLICATION DOCUMENTS; AND CONTAINING OTHER PROVISIONS RELATED THERETO

WHEREAS, the Broken Arrow Municipal Authority, Tulsa County, Oklahoma, (the "Authority") was organized under Title 60, Oklahoma Statutes 2001, Sections 176 et seq., as amended, for the purpose of furthering the public functions of the City of Broken Arrow, Oklahoma (the "City"); and

WHEREAS, the Authority has determined the need to acquire funds for paying and/or reimbursing the Authority for all costs related to construction of activated sludge diffused aeration improvements and electrical system improvements, in the approximate amount of \$11,500,000.00; and

WHEREAS, the Oklahoma Water Resources Board has made monies available to qualified entities for the financing of certain qualifying projects; and

WHEREAS, the Oklahoma Water Resources Board requires a resolution from potential borrowers authorizing the submission of certain application documents and the payment of an application fee.

## NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE BROKEN ARROW MUNICIPAL AUTHORITY, TULSA COUNTY, OKLAHOMA:

<u>Section 1.</u> The Authority hereby approves the submission of a loan application to the Oklahoma Water Resources Board for the purpose of acquiring funds to pay for all costs related to improvements at the Haikey Creek Wastewater Treatment Plant and Haikey Creek Lift Station.

Section 2. Municipal Finance Services, Inc., Edmond, Oklahoma, as Financial Advisor, and Kiser Law Firm PLLC, Oklahoma City, Oklahoma, as Bond Counsel, are hereby directed by the Authority to work with staff members to prepare all loan application materials and supporting documents sufficient for proper submission to the respective state agencies. In addition, professional service agreements for such services presented at the meeting are hereby approved.

<u>Section 3.</u> An application fee in the amount of \$500.00 payable to the Oklahoma Water Resources Board is hereby approved to be submitted with said application.

Section 4. The Chairman or Vice-Chairman and Secretary or Assistant Secretary of the Authority are hereby further authorized on behalf of the Authority to accept, receive, execute, attest, seal and deliver the above mentioned application and all additional documentation, certificates and instruments and to take such further actions as may be required in connection with the application, and are further authorized to approve and make any changes to the documents approved by this Resolution, for and on behalf of the Authority, the execution and delivery of such documents being conclusive as to the approval of any terms contained herein.

#### ADOPTED AND APPROVED THIS 2ND DAY OF APRIL, 2019.

#### BROKEN ARROW MUNICIPAL AUTHORITY TULSA COUNTY, OKLAHOMA

Ву \_\_\_\_

Chairman

(SEAL)

ATTEST:

By \_\_\_\_\_\_ Secretary

## KISER LAW FIRM, PLLC

812 Glenlake Drive Edmond, Oklahoma 73013 (405) 751-4299

March 28, 2019

Broken Arrow Municipal Authority P.O. Box 610 Broken Arrow, Oklahoma 74013-0610

Trustees:

This will serve as a Letter of Engagement between the Broken Arrow Municipal Anthority (the "Authority") and the Kiser Law Furn, PLLC ("Attorneys") to engage Attorneys to serve as bond counsel on proposed loan(s) from the Oklahoma Water Resources Board ("OWRB") to the Authority for the purpose of acquiring funds to pay for all costs related to improvements at the Haikey Creek Wastewater Treatment Plant and Haikey Creek Lift Station The scope of services to be performed by Attorneys include assisting the Authority, its staff and other professionals engaged by the Authority in obtaining approval of the loan, drafting appropriate resolutions, contracts, agreements, certificates and other documents required for the loan and rendering the bond counsel opinion required by OWRB on such loan transactions.

For such services, upon each loan closing, Attorneys shall receive a fee calculated as follows:

\$0 to \$5,000,000 -- \$25,000 (base fee) \$5,000,000 to \$10,000,000 -- 0.5% of amount over \$5,000,000 \$10,000,000 to \$15,000,000 -- 0.25% of amount over \$10,000,000 \$15,000,000 -- 0.125% of amount over \$15,000,000.

Plus expense reimbursement in the amount of \$2,000 per loan. No compensation or expense reimbursement shall be payable unless or until the loan closes.

KISER LAW FIRM, PLLC

BROKEN ARROW MUNICIPAL AUTHORITY

Chairman



mfsok.com

P: 405.340.1727 F: 405.340.3607

3933 E. Covell Road Edmond, OK 73034

P.O. Box 747 Edmond, OK 73083-0747

March 27, 2019

#### FINANCIAL ADVISOR SERVICES AGREEMENT

#### BROKEN ARROW MUNICIPAL AUTHORITY OWRB CWSRF LOAN PROGRAM FINANCING

THIS AGREEMENT is entered into by and among MUNICIPAL FINANCE SERVICES, INC. ("MFSOK") and BROKEN ARROW MUNICIPAL AUTHORITY (the Authority), a public trust with the City of Broken Arrow, Oklahoma (the "City") as beneficiary.

#### **RECITALS**

WHEREAS, the Authority desires to engage MFSOK as Financial Advisor ("Advisor") in connection with financing costs associated with, but not limited to, the construction of activated sludge diffused aeration improvements and construction of electrical system improvements at the Haikey Creek Wastewater Treatment Plant and Haikey Creek Lift Station; and

WHEREAS, the aforementioned may hereafter be referred to collectively as the "Project"; and

WHEREAS, it is anticipated that the Project would be financed through the Oklahoma Water Resources Board's Clean Water Statewide Revolving Fund (CWSRF) Loan Program; and

WHEREAS, MFSOK has demonstrated the necessary professional capabilities, experience, and resources to provide Financial Advisory services required by the Authority as outlined herein.

NOW, THEREFORE, the Authority and MFSOK, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

#### AGREEMENTS

- *I.* <u>Scope of Services.</u> MFSOK will render the following services as Financial Advisor to the Authority:
  - A. Preparation of a preliminary financing plan identifying a tentative time schedule, proposed project costs, required revenue sources and security features and estimated debt service requirements; and
  - B. Review the Authority's existing obligations to ensure the proposed financing is compatible with any existing revenue pledges and agreements; and
  - C. Preparation of all applicable loan applications and supporting documentation for submittal to the Oklahoma Water Resources Board in a form consistent with applicable rules and regulations; and

- D. After OWRB loan approval, finalize final loan terms and structure; and
- E. Present the proposed financing to the Authority for final approval; and
- F. Coordination with OWRB representatives, Authority staff, local counsel, and bond counsel to facilitate the application submittal and review process, including attending the meeting at which the OWRB formally considers the Authority's loan for approval; and
- G. Coordinate the loan closing with other parties.

MFSOK and the Authority acknowledge the Authority will engage Bond Counsel on the transaction under separate contract or contracts. MFSOK may rely on opinions and advice from legal representatives of the Authority and will not be held responsible for any legal advice, directly or indirectly, rendered by the legal representatives involved in the transaction.

Neither MFSOK as Advisor or its Advisor Representatives are licensed to engage in the practice of law and, consequently, will offer no legal advice. None of the fee for services under this Agreement relates to legal services. If such legal services are necessary, it shall be the responsibility of the Authority to obtain them.

MFSOK's services are limited to those specifically set forth herein. MFSOK's services do not extend past the closing of the transaction.

If the Issuer decides to pursue and execute a municipal securities transaction, and not a loan transaction, this contract will be terminated in writing, and a separate municipal securities contract will be executed.

#### II. <u>Compensation and Reimbursements</u>

A. <u>Compensation for Financial Advisor Services</u>. For services as Financial Advisor to the Authority, MFSOK shall be paid at the time of issuance a fee for each loan (at this time, financing is anticipated to be completed as one loan) calculated as follows:

\$25,000.00, plus

0.50% of amount over \$5,000,000 up to and including \$10,000,000, plus

0.25% of amount \$10,000,001 up to and including \$15,000,000, plus

0.125% of amount over \$15,000,000

- B. <u>Expenses</u>. MSFOK shall also be paid a fixed amount of \$2,000.00 to cover expenses incurred as part of the transaction, provided that any filing, publication, recording or printing costs or similar third-party costs required in connection with the Note shall be paid directly by the Authority.
- C. <u>Payment and Contingency</u>. Payment for all fees and expenses hereunder shall be made at closing from proceeds of the financing or from other available funds of the Authority and shall be contingent upon closing of the loan.

#### III. <u>Term and Termination</u>

- A. <u>Term of Agreement</u>. Unless terminated as provided herein, the term of this Agreement shall be through the earlier of (i) the closing date of the transaction(s) or (ii) June 30, 2022.
- B. <u>Termination of Agreement and Services.</u> This Agreement and all Financial Advisor services to be rendered hereunder may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for the Authority, shall, at the option of Authority, become its property and shall be delivered to it or any party it may designate, provided that MFSOK shall have no liability whatsoever for any subsequent use of such documents.

#### IV. Successors and Assigns

MFSOK may not assign its obligations under this Agreement without the written consent of Authority except to a successor partnership or corporation to which all or substantially all of the assets and operations of MFSOK are transferred. Authority may assign its rights and obligations under this Agreement to (but only to) any other public entity that incurs the loan. Authority shall not otherwise assign its rights and obligations under this Agreement without written consent of MFSOK. All references to MFSOK and Authority in this Agreement shall be deemed to refer to any successor of MFSOK and to any such assignee of Authority and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

#### V. Investment Advisor Registration and Acknowledgement

MFSOK is currently registered as an Investment Advisor with the Oklahoma Department of Securities and a Municipal Advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board. Pursuant to Securities and Exchange Commission ("SEC") 17 CFR § 275.204-3 and the Oklahoma Department of Securities 660:11-7-43, Investment Advisors are required to provide certain written information to their advisory clients.

Authority acknowledges receipt of Form ADV Part 2A and Part 2B (collectively, the "Firm Brochure") or a disclosure statement containing the equivalent information. If the appropriate disclosure statement was not delivered to the client at least 48 hours prior to the client entering into any written advisory contract with this investment advisor, or at the time of entering into a written advisory contract, then the client has the right to terminate the contract without penalty within five business days after entering into the contract. For the purposes of this provision, a contract is considered entered into when all parties to the agreement have signed the agreement, otherwise signified their acceptance, any other provisions of this agreement notwithstanding. Authority further acknowledges and consents to electronic delivery of the Firm Brochure. Authority can elect to receive documents electronically or upon agreement signing they may opt out of such delivery.

#### VI. <u>Conflict of Interest Statement</u>

As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Authority. During the diligence process, MFSOK has determined that no material conflict of interest has been identified.

Since the compensation arrangement included in Section II includes a component that is based on the completion of a transaction, this may be viewed as a conflict of interest regarding our ability to provide unbiased advice to enter into such transaction. This viewed conflict of interest will not impair MFSOK's ability to render

unbiased and competent advice to the Authority. The fee paid to MFSOK increases the cost of borrowing to the Authority. The increased cost occurs from compensating MFSOK for Financial Advisory services provided.

MFSOK serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another MFSOK client. For example, MFSOK serves as financial advisor to other advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the "Authority". These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, MFSOK could potentially face a conflict of interest arising from these competing client interests. MFSOK fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients.

If MFSOK becomes aware of any, actual or potential conflict of interest not mentioned above during this agreement, MFSOK will promptly provide the Authority a supplement written disclosure with sufficient details of the change, if any, which will allow the Authority to evaluate the situation.

#### VII. Legal Events and Disciplinary History

The Issuer may electronically access MFSOK's most recent Firm Brochure at the following website: <u>https://adviserinfo.sec.gov/</u>

There has been no change to any legal or disciplinary event that has been disclosed on MFSOK's ADV filings since March 18, 2018.

#### VIII. Fiduciary Duty

MFSOK is registered as an Investment Advisor with the SEC and the Oklahoma Department of Securities. As such, MFSOK has a Fiduciary duty to the Authority and must provide both a Duty of Care and a Duty of Loyalty, spelled out in the MFSOK Code of Ethics, available on request, that entails the following.

Duty of Care:

- A. exercise due care in performing its Financial Advisory activities;
- B. possess the degree of knowledge and expertise needed to provide the Authority with informed advice;
- C. make a reasonable inquiry as to the facts that are relevant to the "Authority's" determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Authority; and
- D. undertake a reasonable investigation to determine that MFSOK is not forming any recommendation on materially inaccurate or incomplete information; MFSOK must have a reasonable basis for:
  - a. any advice provided to or on behalf of the Authority;
  - b. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Authority, any other party involved in the transaction or product, or investors in the Authority; and
  - c. any information provided to the Authority or other parties involved in the transaction in connection with the preparation of any applicable applications.

#### Duty of Loyalty:

MFSOK must deal honestly and with the utmost good faith with the Authority and act in the "Authority's" best interests without regard to the financial or other interests of MFSOK. MFSOK will eliminate or provide full and fair disclosure (included herein) to Authority about each material conflict of interest (as applicable). MFSOK will not engage in Financial Advisory activities with the Authority as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the "Authority's" best interests. As of the date of this agreement, MFSOK has performed a reasonable diligence to determine if there are any conflicts of interest that should be brought to the attention of the Authority.

#### IX. <u>Recommendations</u>

If MFSOK makes a recommendation of a transaction or product or if the review of a recommendation of another party is requested in writing by the Authority and is within the scope of the engagement, MFSOK will determine, based on the information obtained through reasonable diligence of MFSOK whether the transaction or financial product is suitable for the Authority. In addition, MFSOK will inform the Authority of:

- A. the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- B. the basis upon which MFSOK reasonably believes that the recommended financial product is, or is not, suitable for the Authority; and
- C. whether MFSOK has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the "Authority's" objectives.

If the Authority elects a course of action that is independent of or contrary to the advice provided by MFSOK, MFSOK is not required on that basis to disengage from the Authority.

#### X. <u>Record Retention</u>

Pursuant to the Securities and Exchange Commission (SEC) and the Oklahoma Department of Securities record retention regulations, Municipal Finance Services, Inc. will maintain in writing, all communication and created documents between Municipal Finance Services, Inc. and the Authority for six (6) years after the agreement has been terminated.

#### <u>Notices</u>

Any and all notices pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to:

#### MFSOK:

Municipal Finance Services, Inc. Attn: Rick A. Smith 3933 E. Covell Road Edmond, OK 73034

#### AUTHORITY:

Broken Arrow Municipal Authority Attn: Chairman P.O. Box 610 Broken Arrow, OK 74013-0610

#### Acceptance

If there are any questions regarding the above, please do not hesitate to contact MFSOK. If the foregoing terms meet with your approval, please indicate your acceptance by executing all original copies of this letter and keeping one copy for your file.

By signing this agreement, the Authority agrees to the provisions set forth in the agreement and understands their respective rights, duties and responsibilities. Furthermore, the Client acknowledges receipt of the Firm Brochure.

Authority and MFSOK have entered into this Agreement by the duly authorized representatives which was approved on April 2, 2019, at a meeting duly called and held in full compliance with the Oklahoma Open Meeting Act.

MUNICIPAL FINANCE SERVICES, INC.

By:

Rick A. Smith, President

#### BROKEN ARROW MUNICIPAL AUTHORITY

By: \_\_\_\_

Chairman