

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 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 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
Requested By:	Russell Gale, Assistant City Manager of Administration
Approved By:	Michael L. Spurgeon, City Manager
Attachments: 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 Vice Chair Scott Eudey Trustee Mike Lester Trustee Johnnie Parks 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 Pro	Call esent: 5 -	Debra Wimpee, Johnnie Parks, Mike Lester, Scott Eudey, Craig Thurmond
3. Con	sideration	of Consent Agenda Chairperson Thurmond asked if there were any items to be removed from the Consent Agenda. There were none.
Ay	e: 5 -	MOTION: A motion was made by Mike Lester, seconded by Debra Wimpee. Move to approve the Consent Agenda The motion carried by the following vote: 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 Contract 165420/165423; Lynn Lane Wastewater Treatment Plant Headworks 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 There were no items removed from the Consent Agenda. No action was required or taken.
5. Pub A.	lic Hearing 19-279	s, Appeals, Presentations, Recognitions, Awards Presentation regarding an update of the Lynn Lane Wastewater Treatment Plant 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. Move to find the Executive Session necessary The motion carried by the following vote: 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
Requested By:	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				 								
13	8.0	8.1												
14	8.6	8.4												
15	7.2	8.3												
16	8.0	8.0												
17 18	8.9 7.8	8.5 8.5												
18	7.8	8.5 8.1												
20	9.2	8.4												
20	9.2 7.7	8.4 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) ⁽¹⁾ :	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
Requested By:	Charles Vokes, Utilities Director
Approved By:	Michael L. Spurgeon, City Manager
Attachments:	February Discharge Monitoring Report 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 MAILING ADDRESS: FACILITY:	NESESES1	row, City of 1T17NR14EIM row, OK 74013	Oklahoma Department	Pollutant Dischar of Environmental R: <i>OK0040053</i> 001A	 Quality Di	•	toring Report (DM) Tulsa						
LOCATION:		1T17NR14EIM row, OK 74013	Monitoring 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 Measurement	0.0013	*****	26	****	< 0.05	< 0.05	28	0	Monthly	COMP12			
PARAM CODE: 71900 Stage Code: 1 Effluent Gross		Permit Requirement	0.0635 Monthly Average	*****	lbs/day	*****	0.952 Monthly Average	1.9 Maximum Daily	ug/1		Monthly	COMP12			
Name/Title of Pr Officer Or Au	incipal Executi thorized Agent	ACCORDANCE WIT BASED ON MY INQ	PENALTY OF LAW THAT THIS DOCUME IN A SYSTEM DESIGNED TO ASSURE T JURY OF THE PERSON OR PERSONS W	hat qualified personnel no manage the system, o	PROPERLY GATE OR THOSE PERSON	ER AND EVALUATE THE STATE THE STATE THE STATE OF STATES AND A STATES AND	E DFORMATION SUBMITTED.	Signature of I Officer Or	-			hone No			
	F Mgr.	THERE ARE SIGNIF: VIOLATIONS.	E DIFORMATION SUBMITTED IS, TO THE 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 Conditions	Flow (MGD)	RAS (MGD)	°C	pН	Alk.	Sett. Solids	TSS (mg/L)	BOD (mg/L)	D.O. (mg/L)	30 Min. Settl.	SVI (ml/gm)	MLSS (mg/L)	SI. Age (Days)	WAS (MGD)	CAKE (%)	LANDFILL (Tons)	LANDFILL (D.M. Tons)	°C	D.O. (mg/L)	TDS (mg/L)	TDS (lbs)	pH	Alk.	TSS (mg/L)	TSS (lbs)	BOD (mg/L)	BOD (lbs)	Hg	Hg (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	X :	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

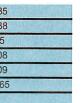
REMARKS :

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 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[™] 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[™] 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[™] 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[™]

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[™] 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[™]

In this Alternate Bid, the explanation of the WasteZero Voucher Program[™] will include:

- WasteZero Voucher Program[™] 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[™] (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

DECEMBER 23, 2013

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

DECEMBER 23, 2013

- 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[™] 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

DECEMBER 23, 2013

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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.

DECEMBER 23, 2013

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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[™] average voucher redemption rate is 61%.

Based on their current (all in) expenditure of approximately \$440,000, with a WasteZero Voucher Program[™], 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	# Bags/Year	Length of Relationship	# Stores Served
Cynthia Mitchell	Solid Waste Utility Mgr.	Columbia, MO	573-874-6290	4,300,000	Jan. 2008- present	13
Charlie Sumner	Town Administrator	Brewster, MA	508-896-3701 X1128	250,000	July 2013- present	15
Charlie Andreson	Director of Public Works	Sanford, ME	207-324-9135	525,000	July 2010- present	14
Jonathan Beder	Director of Public Works	Plymouth, MA	508-830-4097 X105	780,000	July 2013- present	20
Bob Knox	Public Works Director	City of Malden, MA	781-397-7162	1,300,000	October 2008- present	42
Chip Chesley	General Services Director	City of Concord, NH	603-230-3902	800,000	July 2009- present	29
Dan Morgado*	Town Manager	Town of Shrewsbury, MA	508-841-8508	760,000	August 2009- present	34
Rose LoPiccolo	Recycling Coordinator	City of Gloucester, MA	978-281-9785	600,000	January 2009- present	35
Dave Hickox	Public Works Director	Town of Dartmouth, MA	508-999-0740	530,000	July 2007- present	32
Paul Tilton	Public Works Director	Town of Sandwich, MA	508-833-8002	460,000	July 2011- present	18
Bill Chenard	Public Works Director	Town of Natick, MA	508-647-6550	350,000	July 2003- present	14
Dave Miller	DPW Business Manager	Town of Ashland, MA	508-881-0120 X19	300,000	July 2005- present	21
Will Cronin	Recycling Coordinator	Town of Middletown, Rl	401-842-6519	300,000	November 2007-present	21
Bob Fiore*	Assistant Commissioner	City of Worcester, MA	508-799-1430	3,100,000	November 2001-present	148
Tim McInerney	Town Administrator	Town of Grafton, MA	508-839-5335 X1180	300,000	April 2009- present	22
Lee Leiner*	Deputy Dir. of Public Works	City of Bath, ME	207-443-8357 X204	180,000	July 2006- 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 ProgramTM (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 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 that Municipality would like to invite to participate in the program	1990 - 1990 1990 - 1990 1990 - 1990		TBD	
5	Create and send letters and collateral to retailers, 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 Li Maria Ingeni		TBD	
8	Create and send vouchers with UPC code and related cover letter to Municipality for approval		lestrice en substation 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 (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 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. 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[®] 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[™] 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.

a the second second second







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.²⁹

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[™] 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

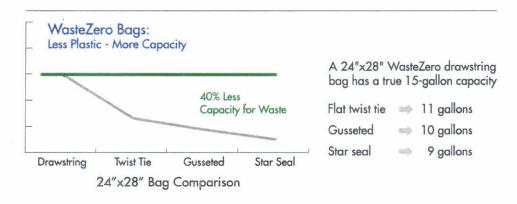
WasteZero manufactures both twist-tie and drawstring trash bags in just about any size and color combination imaginable. But we recognize that by far, customers prefer drawstring bags. In fact, nearly 70% of all the trash bags sold in retail markets are drawstrings.

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 per roll	Rolls per case	Cases per pallet	Retailer Cost per roll	Recommended Retail Price per roll	Bar Code
Black Refuse (32" by 34")	50	15	28	\$5.75	\$6.00	7-34408-51201-7
Clear Recycling (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[™] 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 p 13 Wire Transfer Debit	1,445.35	16,112.28	16,312.28 17,757.63 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 Total Columbia Black 33 x 37 DS Total Columbia Black 33 x 37 DS Total Columbia Trans Blue 24 x 28 DS Columbia Black 33 x 37 DS Total Columbia Black 33 x 37 DS 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 9/18/2013 9/11/2013 9/25/2013 9/25/2013 dware 2 8/28/2013 9/11/2013 dware 5 8/28/2013 9/18/2013	4840 Rangeli 8/21/2013 9/18/2013 1,470.00 900 North Ke 9/11/2013 371.20 371.20 1400 Forum I 9/25/2013 3,266.30 3,266.30 3,266.30 dware 2 1910 West W 8/28/2013 9/11/2013 1,470.00 1,470.00 dware 5 1900 Busines 8/28/2013 9/18/2013 1,470.00 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:

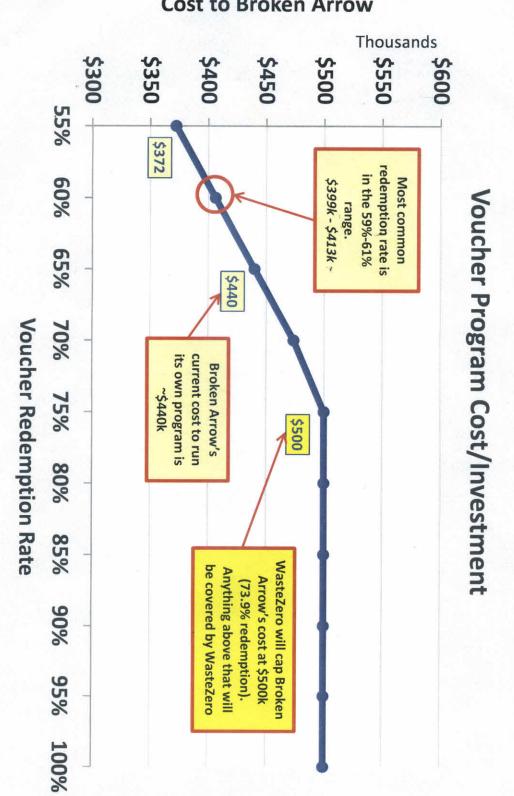
Originating Account Number: Amount: Message to Beneficiary: Description: Beneficiary Name: Beneficiary Street 1: Beneficiary City: Beneficiary State: Beneficiary Postal Code: Beneficiary FI Routing Number: Beneficiary FI Name: Beneficiary FI Street 1: Beneficiary FI City: Beneficiary FI State: Beneficiary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

PROGRAM GM314L

CITY OF BROKEN ARROW .

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

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

FUND 020 BAMA DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
2/25/2019	8	BRENNTAG SOUTHWEST INC	PI 0191 PI 0192 PI 0193 PI 0194	BSW074459 BSW074460 BSW074461 BSW074462	020-5410-435.60-34 020-5410-435.60-34 020-5405-434.60-34 020-5405-434.60-34	1,592.26 6,946.00 1,799.36 2,240.00
2/25/2019	452	GELLCO UNIFORMS & SHOES INC	PI 0187	002418/99	020-5130-437.60-10 2/25/2019 TOTAL - CUMULATIVE TOTAL -	107.99 12,685.61 40,215.09
2/26/2019	6955	GREENHILL MATERIALS	PI 0183	143680	020-5305-438.60-27 2/26/2019 TOTAL - CUMULATIVE TOTAL -	650.41 650.41 40.865.50
2/27/2019	47	AUTOMATIC ENGINEERING INC WELDON PARTS TULSA CERTIFIED LABORATORIES WATKINS SAND COMPANY INC ADMIRAL EXPRESS LLC LOWES 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 2/27/2019	1765 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 LOCKE SUPPLY COMPANY WATKI NS SAND COMPANY INC LOWES FORTILINE INC CROSSLAND HEAVY CONTRACTORS I FLEETPRIDE INC CONTROLLED FLUIDS INC. 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 WATKINS SAND COMPANY INC LOWES FORTILINE INC 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 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 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 TULSA NEW HOLLAND KIMS INTERNATIONAL GELLCO UNIFORMS & SHOES INC SMITH FARM & GARDEN CO CONTINENTAL BATTERY CO LOWES 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	020-0120-430.00-20 020-0000-1/1 00-00	99.90 241 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 DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOLCE NO	ACCOUNT NO	AMOUNT
3/01/2019	8679	CORE & MAIN	PI 0357 PI 0358 PI 0359 PI 0361	K183830 K067772 K154969 K209533	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 3/01/2019 TOTAL - CUMULATIVE TOTAL -	3,576.60 2,989.00 1,878.69 1,530.00
3/01/2019	8940	911 CUSTOM	PI 0277	35215	020-0000-141.00-00 3/01/2019 TOTAL - CUMULATIVE TOTAL -	329.96 11,443.67 494,715.82
02/2019	90	NAPA AUTO PARTS	PI 0593	2210926700	020-5415-435.60-21 3/02/2019 TOTAL -	11.64 11.64
3/ 04/ 2019 3/ 04/ 2019	8 90	BRENNTAG SOUTHWEST INC NAPA AUTO PARTS SUMMIT TRUCK GROUP HACH COMPANY UNITED FORD MCNEILUS TRUCK & MFG., INC CONTINENTAL BATTERY CO LOWES FORTILINE INC	PI 0211 PI 0281 PI 0282 PI 0301 PI 0303	BSW076418 2210926744 2210926744 2210926762 2210926775	020-5410-435.60-34 020-0000-141.00-00 020-0000-141.00-00 020-5120-437.60-20 020-5125-436.60-20	1,592.26 72.44 113.02 14.81 32.99
3/04/2019 3/04/2019 3/04/2019 3/04/2019	225 327 4311 4358	SUMMIT TRUCK GROUP HACH COMPANY UNITED FORD MCNEILUS TRUCK & MFG., INC	PI 0280 PI 0259 PI 0352 PI 0271	411179072 11363895 3266000 4295369	020-0000-141.00-00 020-5400-434.60-34 020-5120-437.60-20 020-5125-436.60-20	88.11 239.25 13.31 149.15
3/04/2019 3/04/2019 3/04/2019	5936 5941 6478	LOWES FORTILINE INC	PI 0176 PI 0215 PI 0255 PI 0392	10930304191240 15320304191006 01922 4527510	020-0000-141.00-00 020-5305-438.60-20 020-5305-438.60-23 020-0000-141.00-00	190.02 74.19 65.53 8,010.80
3/ 04/ 2019 3/ 04/ 2019 3/ 04/ 2019	9784 10233 11199	EUROFINS EATON ANALYTICAL INC PETROLEUM TRADERS CORP PRIME CONTROLS LP	PI 0393 PI 0207 PI 0536 PI 0584 PI 0585	4527510 S326453 1373548 #05 #05CM	020-0000-141.00-00 020-5405-434.30-34 020-0000-141.00-00 020-5410-435.70-16 020-5410-435.70-15 3/04/2019 TOTAL - CUMULATIVE TOTAL -	4,810.00 636.00 15,975.53 133,178.74 9,521.43- 155,734.72 650,462.18
3/ 05/ 2019	90	NAPA AUTO PARTS WHI TE STAR MACHI NERY & SUPPLY WELDON PARTS TULSA UTI LI TY SUPPLY GNC CONCRETE PRODUCTS I NC SUMMIT TRUCK GROUP GRAI NGER GREEN ACRE SOD FARMS DBA GADES SALES CO I NC	PI 0305 PI 0307 PI 0308 PI 0311 PI 0313 PI 0537 PI 0538	2210926836 2210926840 2210926854 2210926865 2210926872 2210926910 2210926910	020-5415-435.60-20 020-5415-435.60-20 020-5410-435.60-45 020-5305-438.60-20 020-5305-438.60-20 020-0000-141.00-00 020-0000-141.00-00	75.78 105.59 106.96 124.65 22.99 23.00 19.18
8/ 05/ 2019 8/ 05/ 2019 8/ 05/ 2019 8/ 05/ 2019 8/ 05/ 2019 8/ 05/ 2019	92 101 133 181 225	WHITE STAR MACHINERY & SUPPLY WELDON PARTS TULSA UTILITY SUPPLY GNC CONCRETE PRODUCTS INC SUMMIT TRUCK GROUP	 PI 0340 PI 0338 PI 0337 PI 0464 PI 0327 PI 0328 PI 0323 	07196555 224565401 124481 75015 411179160 411179177 411179169	020-0000-141.00-00 020-0000-141.00-00 020-0000-141.00-00 020-5415-435.60-27 020-5125-436.60-20 020-5125-436.60-20 020-5125-436.60-20	24.24 57.69 91.92 218.00 582.82 2.69 64.66
3/05/2019 3/05/2019	240 244	GRAINGER GREEN ACRE SOD FARMS DBA	PI 0216 PI 0408 PI 0409	9105378104 112543 112544	020-5120-437.60-23 020-5400-434.60-80 020-5400-434.60-80	167.10 150.00
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

FUND 020 BAM DATE DUE	A VENDOR NO	VENDOR NAME	/OUCHER NO	I NVOI CE NO	ACCOUNT 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 3/ 05/ 2019	9700	TWIN CITIES READY MIX INC ADVANCED INDUSTRIAL SOLUTIONS	PI0001	179808	020-0305-438.70-15	001.5U 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 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	020-5405-434.60-23 020-5305-438.60-23 020-5305-438.70-15 020-0000-141.00-00 020-0000-141.00-00 020-5305-438.60-20 020-0000-141.00-00 020-0000-141.00-00 020-5125-436.60-19 020-5405-434.70-15 020-5405-434.70-15 020-5405-434.70-15	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 -	93,833.33 744,295.51	
					CUMULATI VE TOTAL -	744,295.51	
3/06/2019	. 90	NAPA AUTO PARTS	PI 0283	2210926984 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 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 SUMMIT TRUCK GROUP GREEN ACRE SOD FARMS DBA 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 1252622360	020-5125-435.60-20	125.31	
3/06/2019	5936	PREMIER TRUCK GROUP 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 GREENHILL MATERIALS GOODYEAR COMMERCIAL TIRE 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- 34 020- 0000- 141. 00- 00	11,943.95	
3/06/2019	10699	KUBOTA CENTER WEST TULSA	PI 0219	P21167	020-0000-141.00-00 2/06/2010 TOTAL	105.84	
					3/06/2019 TOTAL - 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 PI 0546	2210927080 2210927126	020-0000-141.00-00	217.19 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 DUE	VENDOR NO	VENDOR NAME CINTAS CORPORATION TULSA NEW HOLLAND SUMMIT TRUCK GROUP GREEN ACRE SOD FARMS DBA SHERWIN WILLIAMS CO KIMS INTERNATIONAL GELLCO UNIFORMS & SHOES INC O REILLY AUTOMOTIVE ALLIED ELECTRONICS INC SOUTHWEST TRAILERS & EQUIPMENT MONEILLUS TRUCK & MFG., INC LOWES GREENHILL MATERIALS TWIN CITIES READY MIXINC EUROFINS EATON ANALYTICAL INC MORTON SALT INC	/OUCHER NO	I NVOLCE NO	ACCOUNT 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 SUMMIT TRUCK GROUP SAF T GLOVE INC LS INSTRUMENTS INC OCT EQUI PMENT INC GELLCO UNI FORMS & SHOES INC SMITH FARM & GARDEN CO MCNEILUS TRUCK & MFG., INC H G FLAKE SUPPLY CO PREMIER TRUCK GROUP CONTINENTAL BATTERY CO LOWES INTERSTATE ALL BATTERY CENTER P&K EQUI PMENT TWIN CITIES READY MIX INC 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 DATE DUE	VENDOR NO	VENDOR NAME			ACCOUNT NO	AMOUNT
3/09/2019	9784	EUROFINS EATON ANALYTICAL IN	C PI0505	S327044	020-5405-434.30-34 3/09/2019 TOTAL -	1,032.00 1,032.00
3/ 11/ 2019 3/ 11/ 2019	8 90	BRENNTAG SOUTHWEST INC NAPA AUTO PARTS	PI 0517 PI 0552 PI 0558 PI 0559 PI 0560 PI 0562 PI 0563 PI 0608	BSW078884 2210927392 2210927404 2210927404 2210927404 2210927464 2210927464 2210927464 2210927455	020-5410-435.60-34 020-0000-141.00-00 020-0000-141.00-00 020-0000-141.00-00 020-0000-141.00-00 020-0000-141.00-00 020-0000-141.00-00 020-5415-435.60-20 020-5405-434.60-23	1,708.63 71.92 109.72 9.15 74.10 132.65 10.94 43.70 137.24
3/ 11/ 2019 3/ 11/ 2019	176 225	TIMMONS OF L COMPANY INC SUMMIT TRUCK GROUP	PI 0557 PI 0691 PI 0692	W 09018 411179550	020- 5305- 438. 60- 20 020- 5305- 438. 60- 20	248.40 184.15
3/ 11/ 2019	377	KIMS INTERNATIONAL	PI 0457	0111379	020-5305-438.00-20 020-5120-437.60-20 020-5305-438.60-20	3.19
3/ 11/ 2019 3/ 11/ 2019 3/ 11/ 2019 3/ 11/ 2019 3/ 11/ 2019 3/ 11/ 2019	4997 5936 5941 9569 10401	BRENNTAG SOUTHWEST INC NAPA AUTO PARTS TI MMONS OFL COMPANY INC SUMMIT TRUCK GROUP KI MS INTERNATIONAL HARRIS CORPORATION PSPC CONTINENTAL BATTERY CO LOWES TWIN CITIES READY MIX INC TULSA TRUCK WORKS	PI 04394 PI 0394 PI 0364 PI 0439 PI 0664 PI 0671 PI 0674	93312246 15320311191408 01387 180091 12253 12254	020-5305-438.80-20 020-0000-141.00-00 020-5405-434.60-23 020-5305-438.60-27 020-5305-438.60-20 020-5415-435.60-20 3/11/2019 TOTAL - CUMULATI VE TOTAL -	62.92 1,036.00 309.00 53.12 282.00 999.00 6,596.42 849,310.13
3/ 12/ 2019 3/ 12/ 2019 3/ 12/ 2019 3/ 12/ 2019	42 71 90	ARROW SAFE AND LOCK INC BROKEN ARROW ELECTRIC SUPPLY NAPA AUTO PARTS	PI 0381 PI 0481 PI 0564 PI 0565 PI 0612 PI 0612	73093 S2488592001 2210927549 2210927549 2210927517 2210927554	020-5100-437.60-23 020-5410-435.60-23 020-0000-141.00-00 020-0000-141.00-00 020-5120-437.60-20	48.95 352.06 26.32 116.31 14.36
3/ 12/ 2019 3/ 12/ 2019	176 225	TIMMONS OLL COMPANY INC SUMMIT TRUCK GROUP	PI 0561 PI 0332 PI 0607	W 09030 411179607	020-5125-436.60-20 020-5125-436.60-20 020-5125-436.40-20	557.87 11.40
3/ 12/ 2019 3/ 12/ 2019 3/ 12/ 2019 3/ 12/ 2019 3/ 12/ 2019 3/ 12/ 2019	452 890 3915 5936 5941	ARROW SAFE AND LOCK INC BROKEN ARROW ELECTRIC SUPPLY NAPA AUTO PARTS TI MMONS OF L COMPANY INC SUMMET TRUCK GROUP GELLCO UNIFORMS & SHOES INC B & M OF L COMPANT - TULSA AFR COMPRESSOR SUPPLY INC CONTENENTAL BATTERY CO LOWES SOUTH EAST AUTO TREMINC.	PI 0680 PI 0362 PI 0270 PI 0365 PI 0440 PI 0442	00242371 0480228 2100519 10930312191130 02022 11325	020-5410-435.60-10 020-5120-437.60-20 020-5120-437.60-20 020-0000-141.00-00 020-5410-435.60-23 020-5120-437.60-23	197.98 1,810.00 45.40- 65.46 47.06 8.52
3/ 12/ 2019	6656	SOUTH EAST AUTO TRIM INC.	PI 0444 PI 0693	12151 56946	020-5405-434.60-23 020-5305-438.40-20 3/12/2019 TOTAL - CUMULATIVE TOTAL -	123.43 350.00 3,735.69 853,045.82
3/ 13/ 2019	90	NAPA AUTO PARTS	PI 0567 PI 0568 PI 0569 PI 0570	2210927663 2210927663 2210927663 2210927663 2210927663	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	42.86 27.64 79.81 12.58

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PREMIER TRUCK GROUP

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978,801.02

ND 020 BAMA DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOLCE NO	ACCOUNT 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 TULSA NEW HOLLAND SUMMIT TRUCK GROUP O REILLY AUTOMOTIVE B & M OIL COMPANT - TULSA 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 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 TULSA NEW HOLLAND GNC CONCRETE PRODUCTS INC O REILLY AUTOMOTIVE UNITED FORD H G FLAKE SUPPLY CO CONTINENTAL BATTERY CO 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 3/14/2019	4311 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	24.32 162 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
					020-0000-141.00-00 020-5120-437.60-23 020-5415-435.60-20 020-5305-438.60-20 020-5305-438.60-20 020-5305-438.60-20 020-5415-435.60-40 020-5415-435.60-20 020-5400-434.60-23 020-5400-434.60-23 020-5405-434.60-23 020-5405-434.60-23 020-5415-435.60-23 020-5415-435.60-23 020-5415-435.60-23 020-5405-434.60-23 020-54	971, 853. 80
3/15/2019	90	NAPA AUTO PARTS	PI 0635	2210927898	020-5410-435.60-20 020-5410-435.60-20 020-5410-435.60-20 020-5410-435.60-20 020-5305-438.60-20	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

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3/15/2019 TOTAL -

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PROGRAM GM314L CITY OF BROKEN ARROW

UND 020 BAM/ DATE DUE	VENDOR	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
3/ 18/ 2019	8512	AT&T MOBILITY	002211 002212 002223 002223 002224 002228 002230 002231 002231 002249 002250	6931161 6932991 6933102 5653832 8923683 7981029 8570944 9369042 6989325 6989325 6989326 8044354	020- 5120- 437. 50- 22 020- 5400- 434. 50- 22 020- 5400- 434. 50- 22 020- 5415- 435. 50- 22 020- 5415- 435. 50- 22 020- 5415- 437. 50- 22 020- 5410- 435. 50- 22 020- 5200- 419. 50- 22 020- 5200- 419. 50- 22 020- 5200- 419. 50- 22 020- 5200- 419. 50- 22 020- 5415- 435. 50- 22 3/ 18/ 2019 TOTAL - 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 PI 0472		020-5405-434.70-04 020-5405-434.70-04 3/20/2019 TOTAL - CUMULATIVE TOTAL -	52, 546.00- 77, 780.30 25, 234.30 1, 004, 316.15
3/22/2019	9101	CLEAN THE UNIFORM CO OKLAHOM	008973 008974 008975 008976 008978 008980 008980 008983 008984 008984 008984 008987 008988 008989 008989 008999	50057148 50057148 50057148 50057148 50057148 50057148 50057148 50057148 50057148 50056542 50055463 50057447 50057447 50057592 50057592 50057600 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 009001 009005 009005 009007 009008 009009 009010 009015 009015 009017 009034 009035 009036	50058228 50058228 50058228 50058228 50058228 50058228 50058228 50058228 50058228 50058227 50058227 50058672 50058672 50059280 50059280 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 DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT 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
					020-5120-437.40-31 020-5130-437.40-31 020-5120-437.40-33 020-5100-437.40-33 020-5410-435.40-31 020-5305-438.40-31 020-5305-438.40-33 020-5125-436.40-31 3/22/2019 TOTAL - 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 009099	S2468045001 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 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 009115	1344332001	020-5410-435.70-15	66.49 EE 24
			009116	1344356201 1344360101	020-5410-435.70-15	33 00
			009117	1344361401	020-5410-435.70-15 020-5410-435.70-15 020-5410-435.70-15 020-5410-435.70-15 020-5410-435.70-15 020-5410-435.70-15 020-5410-435.70-15 020-5410-435.70-15 020-5410-435.70-15	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	020-5410-435.70-15 020-5410-435.70-15 020-5410-435.70-15 020-5410-435.70-15 020-5410-435.70-15	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

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FUND 020 BAMA DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
			009131	210360	020-5410-435.70-15	111.64
			009132	210404	020-5410-435.70-15	176.90
			009133 009134	210519	020-5410-435.70-15	153.00
			009134	210520 210862	020- 5410- 435. 70- 15 020- 5410- 435. 70- 15	10.00 91.00
			009136	210776	020-5410-435.70-15	118 70
			009137	210777	020-5410-435.70-15	118.70 282.00
			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 009155	0606108 0607512	020- 5410- 435. 70- 15 020- 5410- 435. 70- 15	1,043.12 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 009168	0604975 481259	020-5410-435.70-15	157.77 302.38
3/25/2019	1290	STUART C. I RBY COMPANY	009190	S011235973001	020- 5410- 435. 70- 15 020- 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 009199	163044976004	020-5410-435.70-15	315.00
3/25/2019	6626	REXEL USA INC		165526463002 S123586608005	020- 5410- 435. 70- 15 020- 5410- 435. 70- 15	1,060.00 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 S123770053001	020-5410-435.70-15	42.74
3/25/2019	8317	TNEMEC	009101	2371236	020-5410-435.70-15 020-5410-435.70-15 020-5410-435.70-15 020-5410-435.70-15 020-5410-435.70-15 020-5410-435.70-15	201.41 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 DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOLCE NO	ACCOUNT 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 HARRISON ENERGY PARTNERS SPUNSTRAND GLENDA F BOLGE MPHS INC 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 - 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 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	176 193	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	020-5405-434.70-15 020-5405-434.70-15 020-5405-434.70-15 020-5405-434.70-15 020-5405-434.70-15 020-5405-434.70-15 020-5410-435.70-15 020-5410-435.70-15 020-5120-437.40-55 020-5120-437.40-33	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 SAFETY KLEEN CORP AIRGAS USA LLC	009202	9308626573	020-5410-435.70-15 020-5120-437.40-55 020-5120-437.40-33 020-5115-437.40-33	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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ID 020 BAMA DATE DUE	VENDOR NO		VOUCHER NO	I NVOLCE NO	ACCOUNT 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 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 YORK ELECTRONICS SYSTEMS INC CUSTOM SERVICES OFMA 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

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FUND 020 BAMA

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

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JND 020 BAMA DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOLCE NO	ACCOUNT 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 . 45 6, 583. 14 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	020-1700-419.50-25 020-0503-415.50-28 020-5100-437.50-22 020-5100-437.50-22 020-5405-434.50-22 020-5405-434.50-22 020-5410-435.50-22 020-5410-435.50-22 020-5415-435.50-22	715.00
4/02/2019	7724	W NDSTREAM	009466 009461	20190228	020-0303-415.50-28	2,378.28 183.69
1 021 2019	1124	W NDSTREAM	009481	2598040 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 005096	3445134	020-5305-438.50-54	44.96
			005100	6005562 2321806	020- 5305- 438. 50- 54 020- 5120- 437. 50- 22	7.64 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 005156	5100835	020-5406-434.50-54	44.96 7.64
			005156	5109132 5764506	020- 5406- 434, 50- 54 020- 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 DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT 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 DATE DUE	A SALES TAX VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
4/ 02/ 2019	6597	BANK OF OKLAHOMA N. A.	009464 009465	5110323 5110324	021-5410-475.83-02 021-5410-475.83-02 4/02/2019 TOTAL - FUND 021 TOTAL -	1,000.00 1,000.00 2,000.00 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 2th 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: From: Title:	Chairman and Authority Members Finance Department
	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
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
Reviewed By:	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 2nd 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