

City of Broken Arrow
Meeting Agenda
Broken Arrow Municipal Authority

Chairperson Craig Thurmond
Vice Chair Scott Eudey
Trustee Johnnie Parks
Trustee Debra Wimpee
Trustee Christi Gillespie

Monday, June 3, 2019

Council Chambers
220 South 1st Street
Broken Arrow, OK

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

1. Call to Order

2. Roll Call

3. Consideration of Consent Agenda

- A. [19-654](#) Approval of the Special Joint City Council, Broken Arrow Municipal Authority, and Broken Arrow Economic Development Authority Meeting Minutes of May 9, 2019
Attachments: [05-09-2019 Special Joint City Council, BAMA, BAEDA Meeting Minutes](#)
- B. [19-35](#) Approval of Broken Arrow Municipal Authority Meeting Minutes of May 21, 2019
Attachments: [05 21 19 BAMA Minutes](#)
- C. [19-635](#) Acknowledgement of submittal of the Broken Arrow Municipal Authority's Wastewater Discharge Monitoring Report for the month of April 2019
Attachments: [April Discharge Monitoring Report](#)
[April Monthly Operational Report](#)
- D. [19-632](#) Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of April 2019
Attachments: [Total Water Usage Report-April 2019](#)
- E. [19-694](#) Acknowledgement of submittal of the February to April 2019 Pretreatment Program Report to the Regional Metropolitan Utility Authority
Attachments: [February to April 2019 Pretreatment Program Report to the Regional Metropolitan Utility Authority](#)
- F. [19-638](#) Approval of and authorization to execute an Agreement for the Provision of Services between the Broken Arrow Municipal Authority and the

Metropolitan Environmental Trust for operation of the Broken Arrow Recycle Center and for services related to Household Hazardous Waste Collection

Attachments: [Met recycle agreement 2019](#)

- G. [19-722](#) Approval of and authorization to execute an extension of agreement between Broken Arrow Municipal Authority (BAMA) and Tulsa Recycle and Transfer (TRT) for the processing of recyclables from the Recycling Pilot Project areas

Attachments: [TRT recyclables processing contract for pilot project 2019](#)
[TRT Extention agreement 1](#)

- H. [19-637](#) Approval of and authorization to execute a contract with Bio-Chem Industries, Inc. to conduct an annual biological augmentation pilot program for odor control along the 193rd Street (County Line Road) wastewater collection line (Project No. 195419)

Attachments: [Bio-Chem Contract](#)

- I. [19-717](#) Award the lowest responsible bid for the Base Bid and Additive Alternate No. 1 to Belt Construction, Inc. and approve and authorize execution of a construction contract for the County Line Trunk Sewer - Phase 1 (Project No. S.1609)

Attachments: [certified bid tabulation](#)

- J. [18-1439](#) Approval of the Broken Arrow Municipal Authority Claims List for June 03, 2019

Attachments: [06-03-19 BAMA CL.pdf](#)

4. Consideration of Items Removed from Consent Agenda

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

6. General Authority Business

- A. [19-687](#) Consideration, discussion and possible approval of Resolution 1237, a Resolution authorizing a loan from the Oklahoma Water Resources Board in principal amount not to exceed \$11,415,000; authorizing the issuance of a series 2019B Clean Water SRF promissory note in the principal amount of said loan; approving and authorizing the execution of a loan agreement for Clean Water SRF loan and a security agreement pertaining to said promissory note; ratifying and confirming a lease agreement and operation and maintenance contract and a security agreement with the City of Broken Arrow; approving and authorizing payment of fees and expenses; approving various covenants and authorizing execution of other documents pertaining to said loans and containing other provisions relating thereto.

Attachments: [Loan Summary](#)
[Resolution 1237](#)

7. Remarks and Updates by City Manager and Staff

8. Executive Session - NONE

9. Adjournment

NOTICE:

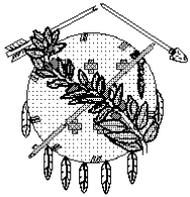
If you wish to speak at this evening's meeting, please fill out a "Request to Speak" form. The forms are available from the City Clerk's table or at the entrance door. Please turn in your form prior to the start of the meeting. Topics are limited to items on the currently posted agenda, or relevant business.

All cell phones and pagers must be turned OFF or operated SILENTLY during meetings.

Exhibits, petitions, pictures, etc., shall be received and deposited in case files to be kept at the Broken Arrow City Hall. If you are a person with a disability and need some accommodation in order to participate in this meeting, please contact the City Clerk at 918-259-2400 Ext. 5418 to make arrangements.

POSTED this ____ day of _____, _____, at _____
a.m./p.m.

City Clerk



City of Broken Arrow

Request for Action

File #: 19-654, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 06-03-2019**

Title:

Approval of the Special Joint City Council, Broken Arrow Municipal Authority, and Broken Arrow Economic Development Authority Meeting Minutes of May 9, 2019

Background:

Minutes recorded for the Special Joint City Council, Broken Arrow Municipal Authority, and Broken Arrow Economic Development Authority Meeting Minutes.

Cost: \$425.60

Funding Source: City Clerk Operational Fund

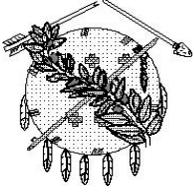
Requested By: Russell Gale, Assistant City Manager of Administration

Approved By: City Manager Office

Attachments: 05-09-19 Special Joint City Council, Broken Arrow Municipal Authority, and Broken Arrow Economic Development Authority Meeting Minutes

Recommendation:

Approve the minutes of May 9, 2019 for the Special Joint City Council, Broken Arrow Municipal Authority, and Broken Arrow Economic Development Authority Meeting.



City of Broken Arrow

Minutes

City Hall
220 S 1st Street
Broken Arrow OK
74012

Special Joint City Council, BAMA, BAEDA Meeting

Mayor Craig Thurmond
Vice Mayor Scott Eudey
Council Member Johnnie Parks
Council Member Debra Wimpee
Council Member Christi Gillespie

Thursday, May 9, 2019

Time 4:00 p.m.

Council Chambers

1. Call to Order the Broken Arrow City Council, the Broken Arrow Municipal Authority, and the Broken Arrow Economic Development Authority

Vice Mayor Eudey called the meeting to order at approximately 4:00 p.m.

2. Roll Call for the Broken Arrow City Council, the Broken Arrow Municipal Authority, and the Broken Arrow Economic Development Authority

City Council Roll Call:

Present: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond (4:03 p.m.)

Broken Arrow Municipal Authority Roll Call:

Present: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond (4:03 p.m.)

Broken Arrow Economic Development Authority Roll Call:

Present: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond (4:03 p.m.)

3. Pledge of Allegiance to the Flag

Council Member Johnnie Parks led the Pledge of Allegiance to the Flag.

4. General Business

A. 19-566 Presentation, discussion, and possible direction regarding the revenues, expenditures and budgets of the City of Broken Arrow, Broken Arrow Municipal Authority, and the Broken Arrow Economic Development Authority, the proposed Fiscal Year 2019-2020 Budgets and Financial Plans for the General Fund, Broken Arrow Municipal Authority, Broken Arrow Economic Development Authority and other funds of the City of Broken Arrow

City Manager Spurgeon welcomed all in attendance. He outlined the order in which the Meeting would proceed. He explained the City of Broken Arrow operated on a Fiscal Year Budget Cycle from July 1 through June 30. He stated he would make a short presentation of the Budget at a Public Meeting on June 3, 2019 and the Budget could be adopted at the City Council Meeting on June 17, 2019.

He stated the Municipal Budget served the following purposes: 1) A “blueprint” for providing municipal services for the upcoming fiscal year; 2) Financial plan for the upcoming fiscal year; 3) Matched available resources with community needs; and 4) Outlined the work plan and priorities for the organization. He briefly discussed and reviewed each of his points. He noted the City had the following priorities: 1) To maintain fiscal soundness; 2) Comprehensive economic development administration; 3) Public safety and preparedness; 4) Affordable Public Utilities; 5) Ongoing investments in public infrastructure; 6) Pursuance of a high degree of civic engagement; and 7) To maintain a great quality of life in the Community. He briefly discussed and reviewed each of his points. He explained the Budget Book included the City Manager’s budget message, the proposed revenue and expenditures for each fund, pie charts of revenues and expenses, proposed department budgets, special funds which were proposed expenditures, revenues, and fund balances, street maintenance plan, proposed 2019 GO Bond sale, and a Manual of Fees. He explained key budgeting practices included estimating revenues and expenditures conservatively, ensuring all funds balanced, including built-in contingencies for the unexpected, while it focused on long-term financial sustainability. He stated the basis for Budget recommendations included: 1) Implementation of City Council’s on-going goal to provide great services to the community; 2) Addressing our increasing demands for public infrastructure and public services as a part of a growing community; and 3) Maintaining the City of Broken Arrow’s quality of place. He briefly discussed and reviewed each of his points. He noted Budget concerns began on page 2 and ended on page 4 of the Budget message. He indicated the primary challenge and

consideration was over-dependency on sales tax and lack of another sustainable revenue sources for operations. He reported the second concern was the need for sustainable revenue sources for public safety. He noted currently Public Safety Departments used 118% of all applicable sales tax; however, Broken Arrow needed another 18% of other available revenues to fund public safety. He reported the third concern was the Utility Department with implementation of a new rate model and completion of CIP (Capital Improvement Projects). He briefly discussed and reviewed each of these three concerns and possible solutions. He noted Broken Arrow was in a strong position financially currently, but needed to protect its position and to look to the future always.

He reviewed the Municipal Budget. He explained Broken Arrow was located in two counties, Tulsa County and Wagoner County, which had two different tax rates: Tulsa County 8.417% and Wagoner County 8.80%. He displayed a chart which illustrated how the county sales tax was distributed. He noted Broken Arrow received less than half of the sales tax.

He noted the FY-2020 Proposed Municipal Budget was \$307,646,172 dollars which reflected a 21% increase over FY-2019 Budget which was \$254,116,194 dollars. He explained the increase was due to the inclusion of a proposal for \$50 million dollars in Oklahoma Water Resource Board loans for utility projects and \$22 million dollars being issued for year 2 of the GO Bond package. He reviewed the breakdown of the FY-2020 Expenses: Operational at \$119,779,255 dollars, Capital Outlay at \$156,593,904 dollars, Debt Service at \$31,273,013 dollars, totaling \$307,646,172 dollars. He displayed and reviewed a chart which illustrated City of Broken Arrow Revenue Sources and City of Broken Arrow Budget Expenditures for Fiscal Year 2019-2020.

He reviewed FY-2020 General Fund was \$95,043,520 dollars and included expenditures, transfers out, and ending fund balance. He noted the FY-2019 General Fund was \$86,527,373 dollars which reflected an increase of 9.8% in operating costs, transfers out (public safety sales tax funds), and reserved fund balances. He explained the increase of 9.8% was due to a request to increase the fund balance policy. He noted there was an increase in revenues and by Ordinance 30% of the increase was required to go to the Fire Fund and 36% to the Police Fund. He reviewed FY-2020 General Fund Revenue Projections which included a slight increase projected in FY-2019 revenues, a sales tax increase projected at 2%, and other revenue increases projected at 3.73%, with all revenues combined increase projected at 2.7%. He displayed and reviewed charts which illustrated General Fund Budget Resources, General Fund Expenses by Department, and General Fund Expenses by Classification.

Council Member Debra Wimpee noted City Manager Spurgeon had indicated most cities ran a reserve fund balance of 30% of revenues while Broken Arrow was moving towards a reserve fund balance of 15%. She asked if Broken Arrow had a goal to eventually reach 30%. City Manager Spurgeon responded that would be wonderful; however, while some cities had the ability to attain a 30% balance, most which did had access to property taxes as an additional source of revenue. He explained unless Broken Arrow had a major reduction in personnel expenses, or a significant increase in tax revenue, he was unsure if Broken Arrow could ever achieve a reserve fund balance of 30%. He stated he believed that 15% was excellent for the State of Oklahoma. Cindy Arnold concurred. Discussion ensued regarding the reserve fund balance, the future of the fund balance, realistic fund balance goals, and a maximum of 20% as a reasonable goal.

City Manager Spurgeon reviewed the FY-2020 BAMA Budget of \$139,437,975 dollars. He explained it included expenditures, transfers out, ending fund balance, capital outlay, and debt service. He reviewed the FY-2019 BAMA Budget of \$112,219,135 which included an increase of 24.2% in operating costs, capital outlay (5 year CIP implementation), reserved fund balances, and debt service (Oklahoma Water Resource Board loans). He displayed and reviewed charts which illustrated BAMA Revenue Resources for 2019-2020 and BAMA Expenses by Classification. He reviewed BAMA Budget highlights which included Year 4 of the 5-Year Rate Model, \$6.63 million dollar "pay as you go" capital work, proposed OWRB Projects at \$57.1 million dollars, remaining Capital Projects, Bonds versus Rates, and the remaining \$50 million dollars in Capital Improvements. He briefly discussed the highlights.

He reviewed the Sales Tax Capital Improvement Fund (STCI). He noted 0.5% of 3.55% of City's sales tax were dedicated for the STCI, revenues were estimated at \$7,575,600 dollars, and the fund was used primarily for "pay as you go" capital expenses. He reviewed STCI (Sales Tax Capital Improvement Fund) pay as you go project highlights which included \$470,000 dollars for Police vehicles, \$250,000 dollars for three new ambulances (lease purchase payment), \$991,500 dollars for Street and Stormwater new and replacement vehicles, \$400,000 dollars for Fire Station 2 foundation repair and \$1.9 million dollars for the Annual Bass Pro debt service payment. He stated he believed the City should keep the Fund balance around \$5 million dollars in case there was an emergency situation or an unexpected

project need. He noted regarding General Obligation Bonds Projects there was \$74.1 million dollars in current 2011, 2014, and 2018 GO Bond Projects. He noted, based on keeping no change in the tax rate this year, the proposed GO Bond Sale in FY 2020 equaled \$22.5 million dollars. He reported in the BAMA CIP (pay as you go) there was \$57.1 million dollars in Oklahoma Water Resource Board (OWRB) projects underway, \$1,258,600 dollars for new utility vehicles and equipment, \$455,000 dollars for various water lines, \$547,000 dollars for three new Refuse Trucks, and \$827,500 dollars for Stormwater Vehicles and Equipment. He noted the FY-2020 Work Plan included a CM Budget message on pages 8-16, communications and transparency, economic development administration and initiatives, new street maintenance program (Vision 2020 funds), approved and proposed GOB (Go Bond Sale) projects, as well as various programs and initiatives, new and ongoing.

City Manager Spurgeon recommended an amendment to the current Emergency Reserve Fund Balance Policy for the General Fund from the current 10% to 15%. He recommended creation of Advisory/Citizens task forces for a new park in southwest Broken Arrow, for Stormwater projects throughout the City and for the small area plan for Elm Place and New Orleans. He recommended consideration of a Council subcommittee for finance and audit. He briefly discussed each recommendation and reviewed his reasons for the recommendations.

He read through his Conclusion statement: "The City Council and City Administration understand that choices made today impact future spending decisions. Our effective short and long-term financial, economic, and programmatic planning strategies will help ensure that Broken Arrow can continue to provide the level of services that residents desire, while maintaining the modest tax implications taxpayers have come to expect. I believe that the initiatives and spending priorities recommended in this budget submission reflect not only the goals of the City Council, but also the priorities of the residents and taxpayers of Broken Arrow."

Finance Director Cindy Arnold reported there were approximately 30 funds, some of which were very small and some were for very revenue specific items. She listed the main funds which included the General Fund, the Main Operating Fund of the City, BAMA Utility Fund, Convention & Visitor Bureau Fund, Sales Capital Improvement Fund, Street Sales Tax Fund, Police Sales Tax Fund, Debt Service Fund, BAEDA Fund, 2011 Bond Fund, 2014 Bond Fund, and the 2018 Bond Fund. She reviewed the General Fund and noted the sales tax collected for the General Fund equaled \$37.8 million dollars which was 60.51% of total current revenues. She reviewed the various taxes collected, as well as other forms of revenue generation for the General Fund. She reported the total revenue of the General Fund was \$79 million dollars.

Mr. Tom Cook explained the Bass Pro Program was a dedicated revenue source which helped fund the debt service of the building. He noted Broken Arrow owned the building for which Bass Pro made a monthly rent payment. He explained the rent was based on a percentage of sales with a minimum annual rent amount of \$800,000 dollars per year. Council Member Parks asked if Bass Pro shop had ever paid more than the minimum rent. Mr. Cook responded in the negative.

Ms. Arnold reviewed the General Fund Expenses. She reported total current expenses equaled \$21,460,820 dollars, with Personnel Services of \$14,955,320 dollars, other services of \$5,131,700 dollars, and material and supplies of \$1,373,800 dollars. She noted the General Fund also transferred out funding of \$57,567,904 dollars with Police receiving \$22,940,987 dollars, Fire \$19,190,417 dollars, BAMA \$15,136,500 dollars and BAEDA \$300,000 dollars. She reported the beginning balance of the General Fund Balance was almost \$16 million dollars and the ending fund balance would be a little over \$16 million dollars, so it had incrementally increased. She stated the Total Fund Balance was \$16,014,796 dollars with an Emergency Fund Balance of \$9,131,425 dollars, Compensated Absences of \$3,000,000 and the Reserved for Capital Project was \$3,882,931 dollars. She indicated all of the General Fund Balance was committed and would take council approval to be used.

She reported BAMA Total Current Revenues were \$49,672,300 dollars which included Charges for Services, Fines and Forfeitures, Interest and Miscellaneous. She indicated other Financing Sources (totaling \$78,634,900 dollars) were the OWRB Proceeds from Prior Years (\$6,000,000 dollars), Rollovers (\$361,000 dollars), Transfers In (\$15,136,900 dollars) and Note Proceeds (\$57,136,900 dollars). Discussion ensued regarding the \$6 million dollar OWRB proceeds from prior years, the money being reimbursed funds which would become available upon reimbursement, and the \$6 million dollars most likely becoming available in September 2020. Ms. Arnold reviewed BAMA Expenses which included Personnel Services at \$18,747,500 dollars, Other Services and Charges at \$14,156,400 dollars and Materials and Supplies at \$5,319,300 dollars. She noted Total Current Expenditures were \$38,223,200 dollars. She indicated Personnel Services were only 37.7% of Revenues. She reported Capital Outlay was \$62,708,100 dollars, Debt Service \$13,180,000 dollars, Transfers Out

\$15,736,500 dollars, and Transfers and Debt Service was \$28,916,500 dollars with a Total Expenditures and Uses of \$129,847,800 dollars. She stated upon review of revenue BAMA had used \$1.5 million dollars of fund balances, but beginning fund balance as of July 1 was \$11 million dollars and ending fund balance would be \$9.5 million dollars. She noted BAMA achieved its reserve requirement. She stated the Convention and Visitor Bureau (CVB) was basically a Motel-Hotel Tax of 4%. She reported \$585,000 dollars was collected annually from a total of 14 hotels. She stated the funds were used to promote tourism. She stated the estimated ending fund balance was \$617,444 dollars.

She reported the STCI (Sales Tax Capital Improvement) Fund had total revenues of \$7.5 million dollars with expenditures of \$7.9 million dollars, debt service of \$1.9 million dollars and an ending fund balance of \$7.9 million dollars. She indicated the STCI projects included \$2.2 million dollars in rollover projects. She reviewed potential new projects (funds each department had requested for new projects) of \$5.6 million dollars for total projects of \$7.9 million dollars. She reported the Total Revenue for the Police Tax Fund was \$2.3 million dollars with a total transfer in of \$23.6 million dollars and \$22.9 million dollars from the General Fund and \$720,000 from the E-911. She stated the estimated fund balance for the Police Sales Tax was \$6.5 million dollars. She reported the Total Revenue from the Fire Sales Tax was \$2.2 million dollars, with a transfer in of \$19 million dollars and an estimated fund balance of \$495,000 dollars. She reported the Debt Service Fund revenues from property tax collection plus interest were approximately \$16 million dollars, and the ending estimated balance was approximately \$10 million dollars which was reserved to pay the GO Bond Debt.

She reviewed Broken Arrow Economic Development Authority revenues were collected from the TIF; taxes collected were \$1.2 million dollars and interest was \$18,000 dollars. She noted this fund was essentially for economic development.

She stated the 2011 Bond Fund totaled \$44 million dollars and all series had been sold. She reviewed the breakdown and noted it was hoped this fund would be completed and cleared this year. She stated the 2014 Bond Fund totaled \$67 million dollars and all series had been sold. She explained "all series had been sold" meant Broken Arrow had the money in the bank ready to be used. She reported all projects were named in the 2014 Bond Series. She stated the 2018 Bond Fund totaled \$210 million dollars; the first series was sold in December 2018 with the next sale to be in December of 2019 for approximately \$22.5 million dollars. She stated \$35 million dollars were budgeted for projects this year.

Assistant City Manager of Operations Kenny Schwab reported a few years ago the City of Broken Arrow obtained a Pavement Condition Index Report (PCI). He noted this quantified street condition: 70 and above was excellent condition, 40 and below was poor condition. He explained the Condition Index Report (CDI) report established the basis of the Street Maintenance Program. He explained this was a two part program which included preventative maintenance and restoration/rehab. He noted the preventative maintenance would be funded by street sales tax/Fund 43, while restoration/rehab would be funded through General Obligation Bonds.

Director of Streets and Stormwater Rocky Henkel stated Fund 43 was a Special Revenue Fund created for the purpose of improving, constructing and maintaining City streets, sidewalks and related stormwater improvements, including the acquisition and replacement of machinery, equipment and materials, as well as the installation of traffic control devices and signalization. He explained the funding for this came from a 0.25% tax that was effective January 1, 2017. He reviewed and listed the Street Signal Projects. He explained PCI and how this assessed the condition of the streets. He noted Broken Arrow streets averaged a score of 70 which was considered good to very good. He explained the lower the PCI score the more expensive it would be to fix the streets; therefore, preventative maintenance now would save money over time. City Manager Spurgeon reported prior to the City approving the 0.25% tax for street repair, the City of Broken Arrow spent approximately \$750,000 dollars to \$1 million dollars annually from Sales Tax Capital Improvements (STCI) for road improvements with rebuild projects being funded through Bonds. He noted Broken Arrow was only in the second year of having funds available for more proactive repairs, approximately triple the amount available than in previous years. He noted approximately \$6 million dollars would be spent this year on street rehabilitation. Vice Mayor Eudey asked how often a CDI (Condition Index Report) rating needed to be performed and would the cost be covered with the newly available funds. Mr. Henkel responded in the affirmative; there was money within this budget to hire the CDI (Condition Index Report) Company to evaluate Broken Arrow streets.

Mr. Henkel listed and reviewed the Concrete Panel Repair Projects. He displayed a chart which identified each street which would be completed, the ward each street was in and the neighborhood's average PCI ranking to include: Southpark Estates (PCI 62), Pembroke Park (PCI 66), Mitford Bridge (PCI 71), 6100 Center (PCI 50), Carriage Crossing (PCI 67), Turtle Creek (PCI 66), Oak Creek South (PCI 59), Deerfield at Forest Ridge (PCI 66), Cedar

Springs Estates (PCI 61), Indian Springs Park 2nd Edition (PCI 67), Windsor Estates (PCI 60), Valley Ridge Rosser (PCI 71), and East Reno Street (new construction). City Manager Spurgeon asked what concrete panel repair projects consisted of. Mr. Henkel responded concrete panel repair was removal and replacement of poor condition concrete street panels which were cracked, damaged or disintegrated. Vice Mayor Eudey asked about East Reno Street. Mr. Henkel explained East Reno Street was an old road which had been removed and would now be reconstructed. Mr. Schwab explained Carriage Crossing (and other areas) had a very high CDI (Condition Index Report) at 67; however, it was just beginning to deteriorate and if fixed now at a low repair cost, high repair costs later would be avoided. He noted this was an excellent example of preventative maintenance.

Mr. Henkel listed and reviewed the Asphalt Resurfacing Projects which included Covington Estates (PCI 61), West Park Edition (PCI 30) which fell under the reconstruction category in certain places, North Pecan Place (PCI 31), Southern Trails (PCI 59), Windsor Estates (PCI 58), Barry Dayton-Medallion (PCI 37), Charleston (PCI 61), Chimney Ridge (PCI 37), Country Club Estates (PCI 56), Leland Acres (PCI 54), Willow Springs (PCI 37), Willow Springs 5th Subdivision (PCI 59). He reviewed some miscellaneous items such as street markings, annual street maintenance, annual sidewalk maintenance and High Density Mineral Bond (HA5) preventative maintenance. He explained HA5 rejuvenated the oil in asphalt and extended the life cycle of an asphalt road by approximately seven to twelve years and would be applied to roads which had been resurfaced over the last three to five years.

He reported the Restorative Maintenance Work projects utilizing 2018 GO Bond funds including Elmwood Estates (PCI 54), Melinda Park (PCI 54), Southbrooke Estates (PCI 63), Meadow Heights and Elmwood Place (PCI 59). He noted street projects were spread throughout the entire City. Council Member Parks stated he worried about fixing the streets in poorest condition last, as residents complained about roadwork being done in neighborhoods which had less need. He commended the Street and Stormwater Department for the roadwork which was being completed. He noted roadwork was much more involved now than in previous years and required removal of poor sections of roadway, not just addition of new asphalt or concrete, or filling of pot holes. Mr. Henkel concurred. He explained curb and gutter repair would be included with the planned repairs, as well as sidewalk replacement in some locations. He noted the road repair projects would include contract labor, as well as in-house labor.

Mr. Schwab stated the Street Sales Tax generated approximately \$3.6 to \$3.7 million dollars per year. He explained the Street Sales Tax fund had been allowed to build up a balance which enabled the expenditure of \$5.4 million dollars on street projects. City Manager Spurgeon explained no cities in Oklahoma spent \$6 million dollars in revenue for street maintenance. He stated Broken Arrow would try to spend approximately \$3 million dollars of revenue, and then issue another \$2.5 million dollars, bring the total annually spent to between \$5 million dollars and \$6 million dollars spent in addition to the road widening. He noted these repair and maintenance projects were completely separate from the Bond Package road widening projects.

Vice Mayor Eudey asked about the “to be determined” project in the 2011 GO Bond. Ms. Arnold responded this project money was as yet uncommitted and could go to a project which was not well enough funded. Council Member Parks asked if the funds were required to be spent on a specific type of project. Mr. Cook responded in the affirmative; the funds were required to be spent within the strictures of the original project proposition. He stated he could inform City Council of each specified amount and each specified type of project. Vice Mayor Eudey stated it would be helpful to know this information as it would allow possible dovetailing of projects. Council Member Parks concurred.

Mr. Schwab reported Section 7, attachment B of the Budget was the 2018 GO Bond program, which was the second issuance and involved Proposition 1 Transportation and Street Widening. He indicated the total for Proposition 1 was just over \$12 million dollars. He noted the \$2.3 million dollars for street repair was a match for the previously noted projects. He listed and reviewed the Proposition 1 projects and discussed how the funding would be used, such as for design and engineering, construction, etc. He explained historically Broken Arrow would widen a two lane road to three lanes, and a three lane road to five lanes. He noted a Level of Service Survey of the roads and intersections in Broken Arrow was conducted in 2012 and was updated in 2015, which was used along with traffic counts, turning movements and through movements to determine if a road should go from two lanes to five lanes rather than to three lanes. He explained the Level of Service Survey graded areas as A, B, C, D, and F, and he explained how the Survey was used to determine which streets and intersections needed attention.

He noted the City received positive feedback from Indian Nations Council of Government (INCOG) which had an STP program of \$3 million dollars annually. He noted Broken Arrow was granted \$3 million dollars and would most likely ask for another \$3 million dollars during the next cycle for 9th Street. He reported ODOT expected City Staff to be in contact

regarding the eight year plan for overall improvement. He stated the voters approved \$6 million dollars to widen Elm from Kenosha to the Broken Arrow Expressway. Vice Mayor Eudey asked if a middle turn lane would be included. Mr. Schwab responded in affirmative; the City now had \$9.3 million (thanks to the STP program) for this section. City Manager Spurgeon explained this section of road, although measuring less than a mile, was concrete which was why it was expensive to widen. Mr. Schwab concurred. He explained ODOT raised the bridge over the expressway and used concrete which required Broken Arrow to use concrete in the same location and widening concrete was extremely expensive due to certain sections requiring complete replacement. He noted if the project came in under budget the leftover funds would remain for spending in Proposition 1. He noted Proposition 1 included sidewalk improvements which would be completed at approximately \$250,000 dollars annually, up to \$2.5 million dollars, in an attempt to achieve connectivity and walkability by constructing new sidewalks, and not necessarily used for sidewalk repair and replacement. He explained the road widening projects included sidewalk construction funds; none of the \$2.5 million dollars for sidewalk improvements would be used to build sidewalks for road widening projects.

Director of Engineering and Construction Alex Mills reported the \$250,000 dollars approved last year would be used to install sidewalks on both sides of the road the entire length of New Orleans. He noted this would tie into the Elm and New Orleans revitalization. City Manager Spurgeon stated this was an excellent project which would prevent children from walking in the street along this road. Discussion ensued regarding sidewalk projects, connectivity, which projects would be completed first, children walking in the streets, the bike trail, areas in need of sidewalks, integrating the new trail with sidewalks, sidewalks near the STEM Academy, coordinating with the County, problems with Albany, and the Albany intersection "Band-Aid" fix.

City Manager Spurgeon noted Lynn Lane would be completed late summer, 209th would be connected later this year, Washington was in progress, and in four to five months Florence would begin, followed by New Orleans, then Olive, County Line Road, and Albany. He noted the City was still searching for additional grants. He stated there were many projects queued to begin in the next few years on top of the projects Mr. Schwab had mentioned. Discussion ensued regarding other projects and intersections. Vice Mayor Eudey stated the current condition of 209th was extremely poor, possibly dangerously so; however, it was due to be widened in several years. He asked how the City would consider such streets. Mr. Schwab stated he and Mr. Henkel could possibly complete minor patching or restoration to enable such roads to last another three to four years. He stated the 2014 GO Bonds were funded at 100%, but Staff had identified the top projects to be completed with priority and these projects were about to begin. He stated he believed with the STP and with the bids received the projects were covered, but the priority projects needed to be completed prior to the other projects to ensure complete funding. Vice Mayor Eudey stated he agreed with the set priorities, he just hoped in the meantime minor maintenance could be performed to ensure safe drivability throughout the City.

Mayor Thurmond noted all projects were named in the 2014 GO Bond. He indicated the City Manager at the time had felt this was a bad idea as the City could run out of money for the projects, which was exactly what happened. He stated he hoped the City would not make this mistake again. He stated with Federal Grants he felt the City was close to having the remainder of the 2014 GO Bond projects funded.

Mr. Schwab noted Proposition 2 was Public Safety and included Fire Station No. 7. He noted the design would be finished towards the end of the year, and construction would begin for \$4.5 million dollars. He stated Proposition 2 Projects included Acquisition and Equipping Fire Trucks for \$1 million dollars. Fire Chief Jeremy Moore noted \$1 million dollars would fund two fire trucks. City Manager Spurgeon noted Fire Station No. 3 was one month away from bidding and would begin construction after Labor Day and would take ten months to construct. He stated he believed Fire Station No. 7 would go out to bid the first quarter of 2020. Mr. Schwab noted the final project in Public Safety was the expansion renovation for the Police Department Jail at \$260,000, bringing Proposition 2 to \$5.76 million dollars.

Mr. Schwab noted Proposition 3 was Quality of Life and included numerous parks. He noted the land swap for the park in the southwest section of Broken Arrow was now completed. Broken Arrow owned the land and the road which would turn into Service Park. He noted the conceptual layout was completed and City Staff was ready to begin some of the infrastructure extending into the park. He noted Proposition 3 totaled \$2.8 million dollars.

Mr. Schwab stated Proposition 4 was Public Facilities and was the second portion of the money for the software upgrade at \$1.4 million dollars. The first portion of the money, at \$1.6 million dollars, came from the first 2018 GO Bond sale. He stated the 911 Emergency Fund provided \$1.5 million dollars bringing the total to \$4.5 million dollars for software implementation. Director of Information Technologies Stephen Steward reported the ERP process consisted of three separate ERPs, one for Financial, Human Resources, and Utility

Billing which was yet to be released, one for Public Safety which had been released and demonstrations were being conducted, and one for Community Development (building permits, code enforcement, planning, zoning, etc.) which had been released. He explained all the software the City used was being replaced.

City Manager Spurgeon asked why the software needed to be changed. Chief Berryhill indicated Broken Arrow's current software was extremely out dated and unable to handle the tasks needed to function efficiently. He noted the new software would allow integration of systems, mapping, and many other necessary tasks which were simply too difficult or impossible with the old software. Mr. Schwab noted he was just reminded there was another \$1 million dollars being given for this new software, bringing the total to \$5.5 million dollars for software implementation. City Manager Spurgeon stated he believed this new software was an extremely important investment which would promote safety within the Fire and Police operations, as well as ease functionality and promote efficiency in the day-to-day operations of the City. Council Member Gillespie asked moving forward what the update costs for this new software would be. Mr. Steward responded the vendor for the financial ERP (Enterprise Resource Planning) had an "Evergreen" policy which ensured the City was up to date and upgraded consistently. He noted there was a yearly maintenance cost. Council Member Gillespie asked if the City had servers which would support the new software. Mr. Steward responded in the affirmative.

Mr. Schwab noted Proposition 5 was the Stormwater projects which were all named. He stated projects included Stoneridge Towne Center and Indian Springs totaling \$420,000 dollars. He noted the Public firmly supported the Stormwater projects. He stated there was no sale of Bonds being made for Proposition 6 included in this budget. He explained Proposition 6 was money available to conduct work on private property for public benefit as long as there was an easement available.

City Manager Spurgeon noted once the City Council approved the Budget the projects which are included would be publicized in a financial newsletter. He stated he felt this was a big year at \$22 million dollars; next year's sale of GO bonds would be approximately \$12 million dollars. Mr. Cook indicated next year's sale would be approximately \$17 million dollars, followed by \$12 million dollars the year after that, followed by a jump to \$32 million dollars. Mr. Spurgeon noted it was important for Broken Arrow to be vigilant for the next two years; the tax rate would remain the same, but the City needed to be frugal in preparation of the large spending year. He recommended possibly taking a year off of roadwork projects to work on other projects. Mr. Schwab noted City Manager Spurgeon required Staff to plan out the 10 year program in its entirety. He explained the plan was tentative until projects were approved by City Council as he understood priorities changed. City Manager Spurgeon stated he would forward the tentative ten year plan to the City Council.

Vice Mayor Eudey asked if this year's Budget anticipated the possibility of a decision incorporating the implementation of a Recycling program. Assistant City Manager of Administration Russell Gale explained per conversations with GBB (Gershman, Brickner & Bratton), assuming City Council or BAMA voted to move forward with a Recycling Program, there would be approximately one year of preparation time required for planning. He noted new sanitation trucks were included in the BAMA budget; however, the majority of financing for the Recycling Program would be included in the 2021 Budget. City Manager Spurgeon indicated decision making regarding the Recycling Program would be made in early fall followed by the planning. Director of General Services Lee Zirk indicated there were operational funds this year budgeted for working with, designing and planning whatever was decided to be put into place, such as route balancing and program design moving forward.

Finance Director Cindy Arnold reviewed the Manual of Fees. She explained there were not many changes to this year's Manual. She noted the Manual of Fees did not go into effect until October 1, 2019. She noted a Walk-Through Inspection fee was added to Building Inspections, and on page 5, page 6 and page 7 the inspection fees went up \$1 dollar from \$82 dollars to \$83 dollars. City Manager Spurgeon noted all fees the City charged were listed in the Manual of Fees. Ms. Arnold noted many changes were made last year and this year most changes were made for consistency purposes, but a few were made due to new necessity, such as the solar panel installation fee. She stated on page 10 the water tap fees were raised per last year's discussion. She indicated it was determined in last year's discussion the City was significantly undercharging for cemetery fees per the CPI (Consumer Price Index); therefore, many changes were made to the cemetery fees. She explained the rise in fees ranged between \$2 dollars and \$12 dollars, nothing excessive. Director of General Services Lee Zirk noted the CPI (Consumer Price Index) was an index in the sector of cemetery and operation which compared nationwide cemetery operations and rates.

Ms. Arnold noted on page 12, page 13 and page 14 license and registration fees reflected a few changes. She noted page 16 reflected a large amount of changes in the water rates. Council Member Wimpee asked if the City was able to charge dispensary fees. Mr. Cook

responded in the negative. Discussion ensued regarding dispensary fees. Ms. Arnold noted a study had been completed indicating Broken Arrow water rates needed to be increased, and this year the water rates were increasing the same amount as last year at 5.5%; this was the fourth year of increase in the five-year increase plan.

Mr. Kenny Schwab stated regarding water rates for the parks, cemeteries and golf courses, Battle Creek Golf Course asked if there was a way to make the rate increase effective March 1, 2020, rather than October 1, 2019. He stated he felt it was a fair request and the rate change could be foot noted. Mr. Cook noted this was not a water rate change request, but a course fee rate change for which Battle Creek asked for a delay in implementation. He noted; however, the same principle applied, if City Council was receptive then the implementation for the increase in golf course fees would be made at a later date, rather than October 1, 2019. Council Member Wimpee asked if sales tax was being collected by the golf course on beverages and food sold at the golf course. Mr. Cook responded in the affirmative. Discussion ensued regarding sales tax collection by Battle Creek Golf Course and the method said golf course employed in collecting sales tax.

Ms. Cindy Arnold noted stormwater rates went up 9% and sanitation sewer rates went up 7%. She noted page 20 reflected the rise in golf course fees which were requested to be postponed until March 1, 2020.

City Manager Spurgeon stated last year there was a question raised regarding Fire Truck and EMS service runs outside City Limits. He noted City Council made it clear if Fire or EMS was called outside City Limits, Fire and EMS needed to charge for services rendered. He noted he had received complaints regarding these charges; residents felt the charges were excessive.

Fire Chief Jeremy Moore noted a Fire Subscription program for those outside the City Limits, but within the Broken Arrow fence line, would come before City Council as General Counsel Business in the near future. He explained currently individuals outside City Limits were being charged \$700 dollars per hour per truck with a one hour minimum for fire protection services no matter the size of service. He noted if an individual's mailbox caught on fire and a fire truck came out and threw five gallons of water on it, the homeowner would be charged \$700 dollars. He noted he wrote out a new fee program which included such things as \$300 dollars per hour for grass fires, false call program charges, etc, for residents outside City Limits not enrolled in the Fire Subscription program. He noted the Fire Subscription Program would cost \$90 dollars per year and would eliminate out of pocket fees for emergency response services. He noted Life Ride cost \$90 dollars per year. He stated if residents outside the City Limits, but within the fence line, participated in both subscription programs the cost would be \$150 dollars per year as opposed to \$180 dollars per year. He explained this was very reasonable and less than neighboring cities charged for similar programs. He noted if the participants in the Life Ride program outside City Limits enrolled in the Fire Subscription program as well, it would raise approximately \$70,000 dollars annually. Council Member Wimpee asked if homeowners outside City Limits were aware of the programs. Fire Chief Moore indicated it was difficult to communicate this information; however, he planned to send a direct mailer to every household outside City Limits. Discussion ensued regarding residents outside City Limits, the difficulties with communication, billing and collecting being two different entities, difficulty in collection of fees, invoicing home owners insurance, and Life Ride members.

City Manager Spurgeon stated this concluded the budget presentation.

Mayor Thurmond thanked the Directors and Staff for the work done on the Budget.

Council Member Parks, in reference to BAEDA (Broken Arrow Economic Development Authority), asked how STCI (Sales Tax Capital Improvement) economic development funds would be used. City Manager Spurgeon explained these funds would be used for infrastructure purposes to better enable new business growth. He explained the various ways and methods available for infrastructure and economic growth. He noted no STCI (Sales Tax Capital Improvement) economic development funds could be spent without express permission from the City Council.

Council Member Parks commended City Manager Spurgeon and Staff.

City Manager Spurgeon thanked Cindy Arnold and Tom Cook. He thanked Kenny Schwab and Russell Gale. He thanked the Department Directors. He thanked City Council.

5. Remarks and Inquiries by Governing Body Members

There were no Remarks and Inquiries by Governing Body Members.

6. Remarks and Updates by City Manager

There were no Remarks and Updates by City Manager.

7. Adjournment of the Broken Arrow Economic Development Authority

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

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

Move to adjourn

The motion carried by the following vote:

Aye: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

8. Adjournment of the Broken Arrow Municipal Authority

The meeting adjourned at approximately 7:51 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 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

9. Adjournment of the Broken Arrow City Council

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

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

Move to adjourn

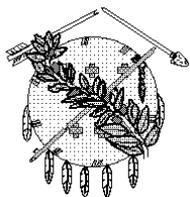
The motion carried by the following vote:

Aye: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

Attest:

Mayor/Chairman

City Clerk/Secretary



City of Broken Arrow

Request for Action

File #: 19-35, Version: 1

**Broken Arrow Municipal Authority
Meeting of: June 3, 2019**

Title: Approval of Broken Arrow Municipal Authority Meeting Minutes of May 21, 2019

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

Cost: \$00.00

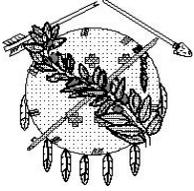
Funding Source: City Clerk Operational Fund

Requested By: Russell Gale, Assistant City Manager of Administration

Approved By: City Manager's Office

Attachments: Broken Arrow Municipal Authority meeting minutes

Recommendation: Approve the minutes of May 21, 2019 for the Broken Arrow Municipal Authority meeting.



City of Broken Arrow

City Hall
220 S 1st Street
Broken Arrow, OK 74012

**Minutes
Broken Arrow Municipal Authority**

*Chairperson Craig Thurmond
Vice Chair Scott Eudey
Trustee Christi Gillespie
Trustee Johnnie Parks
Trustee Debra Wimpee*

Tuesday, May 21, 2018

Time 7:38 p.m.

Council Chambers

1. Call to Order

Chairperson Craig Thurmond called the meeting to order at approximately 7:38 p.m.

2. Roll Call

Present: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

3. Consideration of Consent Agenda

Chairperson Thurmond asked if there were any items to be removed from the Consent Agenda. There were none.

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

Move to approve the Consent Agenda

The motion carried by the following vote:

Aye: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

A. 19 34

Approval of the Broken Arrow Municipal Authority Meeting Minutes of May 7, 2019

B. 19 579

Ratification of Regional Metropolitan Utility Authority award of a construction contract to Crossland Heavy Contractors, Inc. for the Haikey Creek Operations and Maintenance Capital Equipment Replacements Project (RMUA Project Number WPC 19 2, BAMA Project Number 185417)

C. 18 1436

Approval of the Broken Arrow Municipal Authority Claims List for May 21, 2019

4. Consideration of Items Removed from Consent Agenda

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

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

There were no Public Hearings, Appeals, Presentations, Recognitions or Awards.

6. General Authority Business

There was no General Authority Business conducted.

7. Remarks and Updates by City Manager and Staff

There were no Remarks and Updates by City Manager and Staff.

8. Executive Session

There was no Executive Session.

9. Adjournment

The meeting adjourned at approximately 7:38 p.m.

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

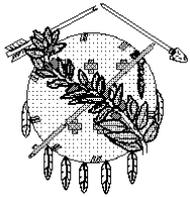
Move to adjourn

The motion carried by the following vote:

Aye: 5 - Christi Gillespie, Debra Wimpee, Johnnie Parks, Scott Eudey, Craig Thurmond

Chairperson

Secretary



City of Broken Arrow

Request for Action

File #: 19-635, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 06-03-2019**

Title:

Acknowledgement of submittal of the Broken Arrow Municipal Authority's Wastewater Discharge Monitoring Report for the month of April 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 April 2019 Oklahoma Department of Environmental Quality (ODEQ) Discharge Monitoring Report (DMR) submitted to ODEQ on May 15, 2019.

Over the course of the month of April 2019, the total wastewater collected, treated and discharged is 153.50 million gallons (MG). The average flow was 3.344 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: City Manager Office

Attachments: April Discharge Monitoring Report
April Monthly Operational Report

Recommendation:

Acknowledge submittal of the April 2019 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
MAILING ADDRESS: NESES11T17NR14EIM
 Broken Arrow, OK 74013
FACILITY: Broken Arrow WWT
LOCATION: NESES11T17NR14EIM
 Broken Arrow, OK 74013

PERMIT NUMBER: OK0040053
MONITORING POINT: 001A

COUNTY: Tulsa

Monitoring Period: 2019-04-01 To: 2019-04-30

NO DISCHARGE FROM SITE: ()

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
		Average	Maximum		Minimum	Average	Maximum				
BOD, 5-DAY (20 DEG. C) PARAM CODE: 00310 Stage Code: 1 Effluent Gross	Sample Measurement	363.86	*****	26 lbs/day	*****	12.64	15.20	19 mg/l	0	Five Per Week	COMP12
	Permit Requirement	2001.6 Monthly Average	*****		*****	30 Monthly Average	45 Weekly Average				Five Per Week
PH PARAM CODE: 00400 Stage Code: 1 Effluent Gross	Sample Measurement	*****	*****		7.3	*****	7.5	12 S.U.	0	Daily	GRAB
	Permit Requirement	*****	*****		6.5 Minimum	*****	9.0 Maximum				Daily
SOLIDS, TOTAL SUSPENDED PARAM CODE: 00530 Stage Code: 1 Effluent Gross	Sample Measurement	96.35	*****	26 lbs/day	*****	3.27	4.60	19 mg/l	0	Five Per Week	COMP12
	Permit Requirement	2001.6 Monthly Average	*****		*****	30 Monthly Average	45 Weekly Average				Five Per Week
FLOW, IN CONDUIT OR THRU TREATMENT PLANT PARAM CODE: 50050 Stage Code: 1 Effluent Gross	Sample Measurement	3.344	4.380	03 MGD	*****	*****	*****		0	Daily	TOTALZ
	Permit Requirement	Report Monthly Average	Report Maximum Daily		*****	*****	*****				Daily
CHLORINE, TOTAL RESIDUAL PARAM CODE: 50060 Stage Code: A Disinfection, Process Complete	Sample Measurement	*****	*****		*****	*****	< 0.05	19 mg/l	0	Daily	GRAB
	Permit Requirement	*****	*****		*****	*****	0.099 Instantaneous Maximum				Daily
E. COLI PARAM CODE: 51040 Stage Code: 1 Effluent Gross	Sample Measurement	*****	*****		*****	10.1	48.0	30 MPN/100mL	0	Weekly	GRAB
	Permit Requirement	*****	*****		*****	630 Geometric Mean	2030 Maximum Daily				Weekly
SOLIDS, TOTAL DISSOLVED-180 DEG. C PARAM CODE: 70300 Stage Code: 1 Effluent Gross	Sample Measurement	17914	*****	26 lbs/day	*****	581	581	19 mg/l	0	Monthly	COMP12
	Permit Requirement	77929 Monthly Average	*****		*****	1168 Monthly Average	1168 Maximum Daily				Monthly

Name/Title of Principal Executive Officer Or Authorized Agent WRRF Mgr.	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 INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.	Signature of Principal Executive Officer Or Authorized Agent	Telephone No
		David Handy	918-455-4762

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

**National Pollutant Discharge Elimination System (NPDES)
Oklahoma Department of Environmental Quality Discharge Monitoring Report (DMR)**

PERMITTEE NAME: Broken Arrow, City of
MAILING ADDRESS: NESESES11T17NR14EIM
 Broken Arrow, OK 74013
FACILITY: Broken Arrow WWT
LOCATION: NESESES11T17NR14EIM
 Broken Arrow, OK 74013

PERMIT NUMBER: OK0040053

MONITORING POINT: 001A

COUNTY: Tulsa

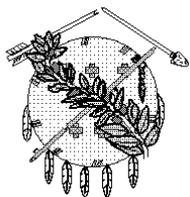
Monitoring Period: 2019-04-01 To: 2019-04-30

NO DISCHARGE FROM SITE: ()

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
		Average	Maximum		Minimum	Average	Maximum				
MERCURY, TOTAL (AS HG)	Sample Measurement	0.0015	*****	26 lbs/day	*****	< 0.05	< 0.05	28 ug/l	0	Monthly	COMP12
PARAM CODE: 71900 Stage Code: 1 Effluent Gross	Permit Requirement	0.0635 Monthly Average	*****		*****	0.952 Monthly Average	1.9 Maximum Daily				Monthly

Name/Title of Principal Executive Officer Or Authorized Agent	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 INFORMATION SUBMITTED BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION. THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.	Signature of Principal Executive Officer Or Authorized Agent	Telephone No
WRRF Mgr.		David Handy	918-455-4762

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



City of Broken Arrow

Request for Action

File #: 19-632, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 06-03-2019**

Title:

Acknowledgement of submittal of the Broken Arrow Municipal Authority's Water Supply Report for the month of April 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 April is 9.5 MGD. Total water treated at the plant up to the end of April is 285.8 million gallons (MG). Total water purchased from Tulsa for the month of April is 4.3 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: City Manager Office

Attachments: Total Water Usage Report-April 2019

Recommendation:

Acknowledge submittal of the April 2019 Monthly Water Usage Report.

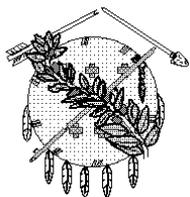
Total Water Usage - 2019

Day\Mon	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1	7.8	8.2	7.7	8.6								
2	8.5	8.4	8.3	8.2								
3	7.7	8.8	8.2	9.2								
4	8.4	8.8	8.7	8.0								
5	9.3	8.1	8.9	8.5								
6	9.9	8.5	8.7	8.5								
7	8.3	7.8	8.5	9.3								
8	8.0	8.5	8.9	9.7								
9	8.6	8.4	8.4	9.8								
10	7.8	8.4	8.2	9.8								
11	7.3	8.2	8.6	10.1								
12	8.0	8.4	8.2	9.0								
13	8.0	8.1	8.0	8.5								
14	8.6	8.4	8.4	8.1								
15	7.2	8.3	8.6	9.3								
16	8.0	8.0	8.6	9.5								
17	8.9	8.5	8.2	9.4								
18	7.8	8.5	8.5	9.1								
19	7.2	8.1	7.5	9.7								
20	9.2	8.4	7.1	10.8								
21	7.7	8.1	7.2	10.9								
22	8.5	8.0	7.5	10.3								
23	7.7	8.4	6.4	9.6								
24	9.0	8.7	7.1	10.3								
25	7.3	8.2	8.9	10.1								
26	9.0	8.2	7.9	11.0								
27	8.1	8.0	8.1	11.4								
28	8.3	8.1	9.1	11.4								
29	8.2		7.8	9.8								
30	8.2		8.0	7.9								
31	8.1		8.4									
Mon. Total	254.6	232.5	252.6	285.8								

Plant Avg. Day	8.2	8.3	8.1	9.5
Monthly Purchase	0.5	0.4	5.5	4.3
Total Month	255.1	232.9	258.1	290.1
Total Avg. Day	8.2	8.3	8.3	9.7

Verdigris Finished Water (MG):	1,025.5	Plant Annual Max. Day (MGD):	11.4
Tulsa Purchase Water (MG) ⁽¹⁾:	10.7	Plant Annual Avg. Day (MGD):	8.5
Total Finished Water (MG):	1,036.2	Plant Annual Min. Day (MGD):	6.4
		Total System Annual Avg. Day (MGD):	8.6

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



City of Broken Arrow

Request for Action

File #: 19-694, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 06-03-2019

Title:

Acknowledgement of submittal of the February to April 2019 Pretreatment Program Report to the Regional Metropolitan Utility Authority

Background:

City of Broken Arrow pretreatment staff prepared a quarterly report to the Regional Metropolitan Utility Authority (RMUA) outlining pretreatment activities for significant industrial users, commercial users, and food handling establishments discharging wastewater to the Haikey Creek Wastewater Treatment Plant. The activities listed are for the 3-month period of February to April 2019. The report is attached.

The following is a summary of the report:

All mandatory industrial user monitoring reports were received by the due dates, with no deficiencies. Surcharges for bio-chemical oxygen demand (BOD), total suspended solids (TSS), and oil & grease above residential thresholds were issued to Unifirst each month for a total of \$5,246.53.

Broken Arrow pretreatment staff performed 229 routine food handling establishments (FHE) inspections during this three-month timeframe. Manifests were checked for grease interceptor (GI) maintenance, GI were inspected, and best management practices were discussed with management. There were 49 FHEs with improperly-maintained interceptors that were asked to perform maintenance immediately. In addition to the routine inspections, there were 41 re-checks done for non-compliance issues.

Pretreatment staff performed 5 routine auto shop inspections. Oil/water separators were inspected for proper maintenance and waste hauling manifests were checked to ensure proper waste disposal. In addition to the routine inspections there were 5 re-checks done for non-compliance issues.

The Municipal Pretreatment Coordinator with DEQ, performed the Annual Pretreatment Compliance Inspection for Regional Metropolitan Utility Authority at the Broken Arrow Pretreatment Office. There were no findings of required actions or violations identified during the inspection. RMUA was commended for a well-operated and executed Industrial Pretreatment Program with proactive measures and scope including pollution prevention and education.

Pretreatment staff attended the Broken Arrow Homeowner's Association Workshop to speak with residents and provide information about water conservation and water quality. Pretreatment staff also hosted a water conservation/water quality booth at the Rose District Farmer's Market each Saturday in April to promote pollution prevention. A rain barrel was given away each week to encourage water-wise irrigation and Broken Arrow residents were asked to take the Mayor's Challenge for Water Conservation. Broken Arrow came in

12th place in the challenge, which was a friendly contest against cities from across the nation.

This concludes the summary. Staff recommends that the Authority acknowledge the February to April 2019 Pretreatment Report to RMUA.

Cost: \$0

Funding Source: Source

Requested By: Charles Vokes, Utilities Director

Approved By: Michael L. Spurgeon, City Manager

Attachments: February to April 2019 Pretreatment Program Report to RMUA

Recommendation:

Acknowledge submittal of February to April 2019 Pretreatment Program Report to the Regional Metropolitan Utility Authority



Utilities Department
Post Office Box 610
Broken Arrow, Oklahoma 74013

To: R. Louis Reynolds, Chairman, Regional Metropolitan Utility Authority

From: Lauren Wilson, Pretreatment Coordinator, City of Broken Arrow

Date: Wednesday, May 29, 2019

Subject: February to April 2019 RMUA Pretreatment Report

Dear Mr. Reynolds,

The following is a brief synopsis of the major activities of the Broken Arrow Industrial Pretreatment Program for the period of February to April 2019. This update regards pretreatment issues and industrial wastewater discharges pertaining to the R.M.U.A.'s Haikey Creek Wastewater Treatment Plant.

February 2019:

Broken Arrow Fats, Rags, Oil & Grease (FROG) Program Activities

Food Handling Establishment Inspections:

- Pretreatment staff performed 85 routine food handling establishment inspections in the month of February. Staff reviewed manifests for grease interceptor maintenance, inspected the interceptors, and discussed best management practices with management. There were 20 establishments with interceptors that were improperly maintained or in need of repair that were given 15 days to correct the deficiency. In addition to the routine inspections, there were 15 facilities re-checked for non-compliance issues.

Commercial Pretreatment System Inspections:

- Pretreatment staff performed 5 auto shop inspections. Oil/water separators were inspected for proper maintenance and waste hauling manifests are checked to ensure proper waste disposal. In addition to the inspections, there were 5 facilities re-checked for non-compliance issues.

Pollution Prevention Awareness

- Pretreatment staff hosted a booth at the 2019 Broken Arrow Homeowner's Association Workshop to speak with residents and provide information about water conservation, water quality, and pollution prevention.

Broken Arrow Industrial Pretreatment Program Activities:

Compliance reports and laboratory analysis:

- Unifirst – The monthly compliance self-monitoring report and laboratory analyses were received and reviewed. No deficiencies were noted. Monthly surcharges for conventional pollutants above residential thresholds were calculated in the amount of \$2,525.48 and submitted to the Broken Arrow Finance Department.
- Comgraphx– The monthly compliance self-monitoring and laboratory analysis reports were received and reviewed. No deficiencies were noted. Monthly surcharges for conventional pollutants above residential thresholds were calculated in the amount of \$32.95 and submitted to the Finance Department for billing.
- Kum & Go 8001 S. Garnett – A discharge request was submitted by environmental consultant, Seneca Company, to release underground storage tank “ground water” into the City of Broken Arrow sanitary sewer system. These requests are submitted with laboratory analysis for gasoline range organics, benzene, toluene, ethylbenzene, and xylene. The laboratory analysis showed no deficiencies. The request was approved and the ground water was discharged to an onsite manhole.

Pretreatment Program Administration

Roshini Schroeder, Municipal Pretreatment Coordinator with DEQ, performed the Annual Pretreatment Compliance Inspection for Regional Metropolitan Utility Authority at the Broken Arrow Pretreatment Office. DEQ mailed a report of the findings which is attached for your review. Components of the inspection are as follows:

- OPDES Permit Review - DEQ verified that permit analytical requirements were met for the previous pretreatment year, October 1, 2017 to September 30, 2018. Monitoring of the Haikey Creek Wastewater Treatment Plant influent and effluent for priority pollutants was performed correctly, at the proper intervals, and complied with permit limits.
- Approved Pretreatment Program Document – DEQ reviewed the document to verify that the ordinance was being enforced and that the approved procedures were properly implemented.
- Technically Based Local Limit Study (TBLL) - DEQ reviewed the document to verify that industrial wastewater discharge permit limits were applied correctly.
- Enforcement Response Plan – DEQ reviewed the document to verify that the plan was enforced.
- Haikey Creek Wastewater Treatment Plant - DEQ reviewed the annual report that was submitted by the City of Broken Arrow in October 2018 and did a file review to confirm details listed in the report. The Comgraphx file was audited.
- Pollution Prevention – DEQ inquired about programs and procedures for reducing sanitary sewer overflows. City of Broken Arrow's pollution prevention efforts included: Food Handling Establishment inspections/Best Management Practices, Car Wash facility inspections/Best Management Practices, Automotive Shop inspections/Best Management Practices, community involvement and public awareness efforts.

There were no findings of required actions or violations identified during the inspection. RMUA was commended for a well-operated and executed Industrial Pretreatment Program with proactive measures and scope including pollution prevention and education.

March 2019:

Broken Arrow Fats, Rags, Oil & Grease (FROG) Program Activities

Food Handling Establishment Inspections:

- Pretreatment staff performed 68 routine food handling establishment inspections in the month of March. Staff reviewed manifests for grease interceptor maintenance, inspected the interceptors, and discussed best management practices with management. There were 11 establishments with interceptors that were improperly maintained or in need of repair that were given 15 days to correct the deficiency. In addition to the regular inspections, there were 14 facilities re-checked for non-compliance issues.

Broken Arrow Industrial Pretreatment Program Activities:

Compliance reports and laboratory analysis:

- Unifirst – The monthly compliance self-monitoring report and laboratory analysis were received and reviewed. No deficiencies were noted. Monthly surcharges for conventional pollutants above residential thresholds were calculated in the amount of \$1,534.61 and submitted to the Broken Arrow Finance Department.
- Comgraphx - The monthly compliance self-monitoring report and laboratory analysis were received and reviewed. No deficiencies were noted. Monthly surcharges for conventional pollutants above residential thresholds were calculated in the amount of \$84.09 and submitted to the Broken Arrow Finance Department.

Pretreatment Program Administration

Staff attended the quarterly Oklahoma DEQ Pretreatment Meeting in Muskogee. The following is an overview of the meeting:

- Dal-Tile Industry Tour
- Wipes, Dental Amalgam, and new pretreatment challenges
- Cannabis regulations in Wastewater
- Landfill Leachate and implications in wastewater
- Perfluoroalkyl substances, Hazardous Waste Pharmaceutical Rule, and other DEQ updates

April 2019:

Broken Arrow Fats, Rags, Oil & Grease (FROG) Program Activities

Food Handling Establishment Inspections:

- Pretreatment staff performed 76 routine food handling establishment inspections in the month of April. Staff reviewed manifests for grease interceptor maintenance, inspected the interceptors, and discussed best management practices with management. There were 18 establishments with interceptors that were improperly maintained or in need of repair were given 15 days to correct the deficiency. In addition to the routine inspections, there were 12 re-checks done for non-compliance issues.

Pollution Prevention Awareness

- Pretreatment staff hosted a water conservation/water quality booth at the Rose District Farmer's Market each Saturday in April. A rain barrel was given away each week to promote water-wise irrigation and encourage Broken Arrow residents to take the Mayor's Challenge for Water Conservation. Broken Arrow came in 12th place in the challenge, which was a friendly contest against cities from across the nation.
- Pretreatment staff distributed water conservation/water quality activity books to Kindergarten, First, and Second-grade students in Broken Arrow Public Schools, Union Public Schools, and Bixby Public Schools within Broken Arrow city limits.
- Pretreatment staff hosted a water conservation/water quality presentation for 2nd grade students at Country Lane Elementary School.

Broken Arrow Industrial Pretreatment Program Activities:

Compliance reports and laboratory analysis:

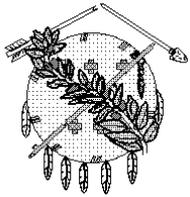
- Unifirst – The compliance self-monitoring and laboratory analysis reports were received and reviewed. No deficiencies were noted. Monthly surcharges for conventional pollutants above residential thresholds were calculated in the amount of \$1,186.44 and submitted to the Broken Arrow Finance Department for billing.
- Broken Arrow Powder Coating – The compliance self-monitoring and laboratory analysis reports were received and reviewed. No deficiencies were noted.
- CSI Aerospace – The compliance self-monitoring and laboratory analysis reports were received and reviewed. No deficiencies were noted.

This concludes my report. Thank you for your continued support of the RMUA industrial pretreatment program. Should you have any questions or concerns please do not hesitate to contact me at the Broken Arrow Pretreatment Office.

Sincerely,



Lauren Wilson
Pretreatment Coordinator
City of Broken Arrow
Phone: 918.259-7000 ext. 7220
Email: lwilson@brokenarrowok.gov



City of Broken Arrow

Request for Action

File #: 19-638, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 06-03-2019**

Title:

Approval of and authorization to execute an Agreement for the Provision of Services between the Broken Arrow Municipal Authority and the Metropolitan Environmental Trust for operation of the Broken Arrow Recycle Center and for services related to Household Hazardous Waste Collection

Background:

The attached agreement for the provision of services between the Broken Arrow Municipal Authority (BAMA) and the Metropolitan Environmental Trust (The M.e.t.) provides for operation of the Broken Arrow Recycle Center and services related to Household Hazardous Waste (HHW) collection at Tulsa's regional collection facility. This agreement starts July 1, 2019 and ends on June 30, 2020.

On May 9, 2019, The M.e.t. Board of Trustees approved the fiscal year 2020 agreement which includes an overall net assessment increase of (2%) in the amount of \$2,242.00 over last year's agreement and additional HHW vouchers (based on a projection of the total number of vouchers that will be used next year minus the expected carry over from this year) for use at Tulsa's regional collection facility in the amount of \$7,960. Any unused HHW vouchers will be rolled over to the next agreement year.

The cost increase this year is primarily due to an increase in payroll and a better estimate of capital and repair costs. The M.e.t. also continues to use a specialty recycling trailer to collect items from the Greens apartment complexes in Broken Arrow and are looking into more educational opportunities including in Broken Arrow classrooms.

Cost: \$122,299

Funding Source: Sanitation Division Operational budget

Requested By: Lee Zirk, General Services Director

Approved By: City Manager Office

Attachments: M.e.t. Recycle agreement 2019

Recommendation:

Approve the agreement for the Provision of Services between BAMA and the M.e.t. and authorize its execution

AGREEMENT FOR THE PROVISION OF SERVICES

THIS AGREEMENT is entered into between the Broken Arrow Municipal Authority of Broken Arrow, Oklahoma, an Oklahoma Public Trust having the City of Broken Arrow as its beneficiary (BAMA), and The Metropolitan Environmental Trust (M.e.t.) a public trust, having eleven area jurisdictions as its beneficiaries including Broken Arrow.

I. RECITATIONS

BAMA, in conjunction with its comprehensive approach to solid waste management, desires to provide for Broken Arrow citizens a waste reduction recycling program, public education concerning responsible solid waste disposal, and household hazardous waste collection.

The M.e.t. has the ability and facilities in place to continue to operate a recycling program at its depot located within the jurisdictional boundaries of Broken Arrow. The M.e.t. also has the expertise and the existing relationships to provide public education and to facilitate the collection of household hazardous waste on a regional basis.

The City of Tulsa, Oklahoma, has created a household pollutant collection facility (Facility) for Tulsa citizens to dispose of certain hazardous waste which is deleterious to the environment if disposed of incorrectly. The facility is located at 4502 S. Galveston. The City of Tulsa desires to make the facility available to area jurisdictions in a manner that is beneficial to the local environment, and consistent with Oklahoma Department of Environmental Quality MS4 water permits.

In consideration of the foregoing, as well as, mutual promises and covenants contained in this agreement, the parties agree as follows:

II. M.e.t. DUTIES

Recycling Collection

1. The M.e.t. agrees to provide recycling services at the recycling depot located within the jurisdictional boundaries of Broken Arrow as specified in this agreement. The M.e.t. will provide equipment, materials and management of operations for recycling services at the depot location. The M.e.t. will be responsible for and will pay for electricity charges and trash service at the depot location.
2. The parties reserve the right to change the location of the existing depot or to add depots upon mutual agreement reduced to writing and signed by each.
3. The M.e.t. shall maintain records showing the types and quantities of materials recycled at the depot, the expenditures for the operation of the M.e.t. depot program,

revenue and cost generated from the sale of recyclable materials and any other record which is required by local ordinance, state law, federal law or regulation. Reports shall be made available at the M.e.t. monthly board meetings or upon request and reasonable notice at the M.e.t.'s place of business during normal business hours.

4. It is understood by the parties that the M.e.t. will enter into contracts with organizations that provide employment opportunities for adults with disabilities to staff the recycling depot. The hours of operation and the number of workers present at each depot will be dependent upon the contract with the organization and the volume of the stream of recyclables at the depot.

Public Education

5. The M.e.t. will promote the responsible disposal of solid waste and hazardous materials through messages to the public on television, radio, newspaper and social media; speeches to civic groups; information booths at public events; promotion of green businesses located within Broken Arrow; anti-littering campaigns; and the importance of composting to divert green waste from the public waste stream.

6. The M.e.t. will conduct a one-time event for the collection of tires, fire extinguishers, or other items not otherwise routinely collected by the M.e.t, at a regional location designed to attract citizens of Broken Arrow.

7. The M.e.t. will conduct the Enviro Expo event, or a similar event, that promotes area businesses and organizations dedicated to recycling and environmental responsibility.

III. HOUSEHOLD HAZARDOUS WASTE COLLECTION

8. The M.e.t. will field requests via telephone or email, screen, and schedule appointments at the Tulsa Facility to hazardous household waste from citizens of Broken Arrow.

9. Appointments will be scheduled in the time slots made available by Tulsa to the M.e.t. Using the scheduling system agreed to between the M.e.t. and Tulsa, the M.e.t. will enter the name of the citizen, the type of materials to be delivered, and the estimated poundage. The M.e.t. will educate the citizen on the existence of the local recycling depot and items they can take there rather than at Tulsa's Household Pollutant Facility including the convenience and its reduction in the weight at the HHP facility. The M.e.t. will instruct citizens to bring with them valid identification that will match the name of the citizen shown on the appointment and prove residency in the area jurisdiction. The M.e.t. will instruct the citizen as to the consequences of including poundage exceeding 45 pounds, or different items than scheduled for in the appointment.

10. Tulsa will receive, weigh and process the materials presented at the facility by citizens that have an appointment. Tulsa reserves the right to reject any materials that do not appear as acceptable on Exhibit A. Tulsa will not receive materials from any citizen of Broken Arrow that does not have an appointment.

11. Tulsa will charge the M.e.t. a fee for the disposal of up to 45 lbs. The Broken Arrow citizen will be responsible for any additional fees for materials exceeding 45 lbs. at a cost of \$1.33/lb. provided that, automobile, boat and lawn equipment batteries will be accepted, but will not be included in the weight.

12. The M.e.t. will pay Tulsa for the appointment out of the funds provided to it under this agreement.

13. BAMA authorizes the M.e.t. to make **199** appointments for its citizens to use the Tulsa facility plus any carryover appointments from FY18/19. Additional appointments may be authorized in writing upon receiving notice and agreed arrangement for payment from BAMA or its designee.

14. The M.e.t. will deliver to Broken Arrow at the M.e.t. Board meeting, a monthly itemization showing the total number of appointments; the poundage of and types of waste received, and the unanticipated items and excess poundage that were paid for by the citizen can be provided upon request.

Excess Poundage, Unanticipated Products, Excess Number of Visits

15. The parties anticipate that citizens may arrive at the facility with different poundage or different products than they disclosed when making the appointment. The parties also anticipate that it may have more participation than anticipated and budgeted in this agreement.

16. In the event that the citizen has materials in excess of 45 pounds excluding batteries, Tulsa will require that the citizen pay Tulsa for the overage at the time they appear at the facility. The M.e.t. will not be responsible and will not pay for materials in excess of 45 pounds delivered by a citizen at a scheduled appointment. The M.e.t. will instruct the citizen as to the consequences of including more poundage, prior to arrival at the facility.

17. If the citizen includes materials routinely accepted at M.e.t. such as motor oil, batteries, cooking oil and grease, the M.e.t. will direct the citizen to deposit those materials at the M.e.t. recycling depot.

IV. PAYMENT

18. BAMA will pay the M.e.t. a total of **\$122,299** payable in monthly installments within 30 days after the receipt of invoices from the M.e.t. In the event that BAMA authorizes appointments at the Tulsa Facility in excess of the number agreed to above, BAMA will pay the M.e.t. in advance or in a mutually agreed upon manner for an additional number of appointments at the rate of \$40 per appointment. Unused appointments shall roll over to the next contract year.

V. TERM

19. The term of this Agreement shall commence on **July 1, 2019** and conclude on **June 30, 2020**. This agreement may be renewed for a period equal to the initial term upon written agreement to the extension, signed by both parties. In no event shall an extension term be longer in duration than 1 year.

VI. TERMINATION

20. This agreement may be terminated by either party for cause after notice and an opportunity has been given to present reasons why such action should not be taken. Grounds constituting cause include but are not limited to, failure to comply with the provisions of this agreement, any applicable laws, ordinances or material regulations or guidelines; one party has been unduly dilatory in executing its duties under this agreement; or non-payment. In the event of termination, the M.e.t. shall be entitled to payment for otherwise valid and allowable obligations incurred in good faith prior to notice of termination. The M.e.t. shall make all necessary efforts to mitigate the damages caused by the termination.

21. Neither forbearance nor payment by either party shall constitute waiver of any remedies for any default or breach that exists then or occurs later.

VII. DISCLAIMER OF AGENCY

22. In the performance of this agreement, the parties shall be deemed to be and shall be independent contractors and, as such, neither shall be entitled to any benefits applicable to employees of the other. Neither party is authorized or empowered to act for the other for any purpose and shall not on behalf of the other enter into any contract, warranty and/or representation as to any matter. Neither shall be bound by the acts or conduct of the other except as expressly set out in this agreement.

VIII. AMENDMENT

23. This agreement may be amended only in writing signed by all parties.

IX. SEVERABILITY

24. If any provision under this agreement, or its application to any person or

circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this contract or its application that can be given effect without the invalid provision or application.

X. ENTIRETY OF THE AGREEMENT & VENUE

25. This Agreement sets forth the entire understanding of the parties and supersedes any oral agreements. The terms of this agreement shall be interpreted and construed under the laws of the State of Oklahoma.

THIS AGREEMENT may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute one and the same instrument.

Broken Arrow Municipal Authority

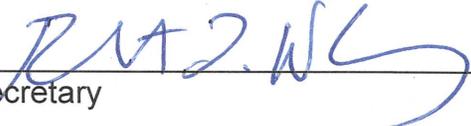
The M.e.t.

(title)
Attest:



(title) *vice chair*
Attest:

Clerk



Secretary

Date: _____
(seal)

Date: 5-9-19

Approved as to form:

Approved as to form:



Attorney



Attorney

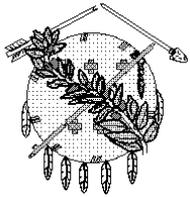
Exhibit A – Accepted and Non Accepted Household Hazardous Waste

The waste list below is to be accepted by Tulsa from outside jurisdictions through services provided by The M.e.t.

- Fluorescent and CFL Light Bulbs
- Oil Based Paints and Paint Thinner
- Latex Paint
- Flammable Liquids
- Lawn Chemicals
- Automotive Fluids
- Cooking Oil/Grease
- Aerosols
- Household and Car Batteries
- Household Cleaners
- Pool Chemicals

The listed wastes below are not accepted by Tulsa.

- Industrial or Commercially Generated Waste (including non-hazardous waste)
- Medical or Biomedical Waste
- Asbestos
- Food or Organic Waste
- Radioactive Material
- Ammunition/Explosives
- Electronics
- Tires
- Compressed Gas Cylinders
- Unknown Materials or Substances



City of Broken Arrow

Request for Action

File #: 19-722, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 12-18-2018**

Title:

Approval of and authorization to execute an extension of agreement between Broken Arrow Municipal Authority (BAMA) and Tulsa Recycle and Transfer (TRT) for the processing of recyclables from the Recycling Pilot Project areas

Background:

On December 5, 2017, the Broken Arrow Municipal Authority (BAMA) approved the Citizens Recycling Committee recommendation to conduct two concurrent recycling pilot programs encompassing approximately 500 customers each. One pilot project area received a recycling cart, while the other received both refuse and recycling carts. The pilot projects began on January 31, 2019 and ended on May 24, 2019. With the measuring aspect of the program concluded, recycling and cart services for the pilot areas will continue as in the pilot project until such time BAMA provides direction on future waste and recycling services

The current recycling processing agreement with TRT provides for the processing of recyclables from approximately 1,093 homes in the pilot project areas. The agreement expires June 30, 2019 and contains an option to renew for up to one (1) additional year. The agreement extension price schedule includes the average composition percentages by commodity from the March and May material audits. Also adjusted is the commodity price per ton, the processing fee and SEA fee based on May's current fee.

Staff recommends approval of the agreement.

Cost: \$ 1,000 per month. Based on average of 16-Tons of recyclables collected
from the two pilot areas each month

Funding Source: Broken Arrow Municipal Authority - Sanitation Division
operational fund

Requested By: Lee Zirk, General Services Director

Approved By: City Manager Office

Attachments: Original Recyclables Processing Contract for Pilot Program
Extension Agreement between TRT and BAMA

Recommendation:

Approve and authorize execution of the agreement extension with TRT for the processing and auditing of recyclables from the Recycling Pilot Project areas



AGREEMENT

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This "Agreement for Processing and Marketing of Program Recyclable Materials" made on _____, 2018, between Broken Arrow Municipal Authority ("BAMA") and TULSA RECYCLE & TRANSFER, INC., an Oklahoma corporation ("Recycling Contractor" or "Contractor")

RECITALS

WHEREAS, BAMA sought pricing for recyclables processing from the Recycling Contractor in a sole-source process due to the availability of a similar contract between the Tulsa Authority for Recovery of Energy (TARE) and the Recycling Contractor which BAMA could ride on in the future; and,

WHEREAS, the Recycling Contractor submitted a bid in response to the inquiry which was agreeable to BAMA; and,

WHEREAS, BAMA has the power to execute this Agreement; and,

WHEREAS, the Recycling Contractor has the power to execute this Agreement; and,

WHEREAS, BAMA desires to hire the Recycling Contractor to provide services specified hereinafter; and,

WHEREAS, the Recycling Contractor desires to provide services specified hereinafter; and,

WHEREAS, the parties have agreed on the date of the execution of this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual obligations undertaken herein, the Parties hereby agree as follows:

1 RECITALS AND PRICING MODEL INCORPORATION

- (i) The foregoing recitals are true and correct and hereby incorporated herein by this reference.
- (ii) Documents Comprising the Agreement. The pricing model submitted by the Recycling Contractor on June 20, 2018 (See Appendix A - Processing & Marketing Fee and Recyclable Revenue Share) is incorporated herein by this reference. Additional materials or information submitted by the Recycling Contractor and accepted in writing by BAMA, that are not ambiguous and which do not conflict with this Agreement, are incorporated herein by this reference.

2 DEFINITIONS

As used herein, the capitalized terms, phrases, words, and their derivations shall have the meanings as set forth in Appendix B - Defined Terms Used in Agreements.

3 REPRESENTATIONS AND COVENANTS

3.1 Representations by BAMA

City represents to the Recycling Contractor that BAMA is duly organized and existing in good standing under the laws of the State and is duly qualified and authorized to carry out the functions and operations as contemplated by this Agreement.

3.2 Representations by the Recycling Contractor

The Recycling Contractor represents to BAMA that, as of the Effective Date and at all times during the Initial and any Renewal Terms hereof:

- (i) The Recycling Contractor is duly qualified and in good standing to do business in the State and is duly qualified and in good standing to do business wherever necessary to carry out the functions and operations contemplated by this Agreement.
- (ii) The Recycling Contractor has the power and authority to own or hold under lease its properties and to enter into and perform its obligations under this Agreement.
- (iii) The Recycling Contractor has the power, authority, and legal right to enter into and perform this Agreement. The execution, delivery and performance hereof (i) have been duly authorized, (ii) have the requisite approval of all government bodies, (ii) will not violate any judgment, order, law, or regulation applicable to the Recycling Contractor or any provisions of the Recycling Contractor's organizational documents, and (iv) do not conflict with, constitute a default under, or result in the creation of any, lien, charge, encumbrance or security interest upon any assets of the Recycling Contractor under any contract or instrument to which the Recycling Contractor is a party or by which the Recycling Contractor or its assets may be bound or affected.
- (iv) The Recycling Contractor has obtained all applicable environmental and other governmental permits, licenses and authorizations that are required under Applicable Law to perform its obligations hereunder.
- (v) This Agreement has been duly entered into and constitutes a legal, valid and binding obligation of the Recycling Contractor.
- (vi) There are no pending or threatened actions or proceedings before or by any court or administrative agency which would materially adversely affect the financial condition of the Recycling Contractor, or the ability of the Recycling Contractor to perform its obligations under this Agreement.
- (vii) The Recycling Contractor has read, executed, and understands the Interest Affidavit, Non-Collusion Affidavit and Affidavit of Claimant. Violation of any of these affidavits can result in termination of this Agreement by BAMA without penalty to BAMA. Any violation of any term in any of these affidavits is a breach of this Agreement.
- (viii) The Recycling Contractor is additionally responsible for reading and understanding any new City rules and regulations as they are made available to the public and must advise its employees and/or subcontractors of changes to the rules and regulations. The Recycling Contractor has also become familiar with other rules, laws and regulations applicable to this Agreement and the services to be provided by the Recycling Contractor and has advised its employees and/or subcontractors accordingly. The Recycling Contractor is additionally responsible for staying abreast of developments in the rules, laws and regulations applicable to this Agreement and the services to be provided by the Recycling Contractor and will advise its employees and/or subcontractors accordingly. Violation by the Recycling Contractor or any of the Recycling Contractor's employees or subcontractors of any Applicable Law can result in termination of this Agreement at the sole option of BAMA without penalty to BAMA. Any violation of any of BAMA's rules and regulations or other Applicable Law is a breach of this Agreement. The representations and covenants made in this Section shall survive the termination or expiration of this Agreement.

3.3 COMPLIANCE WITH LAWS

3.3.1 Compliance with Laws and Regulations

The Recycling Contractor agrees to comply, and shall cause its employees, agents and subcontractors to comply, with all statutes, regulations, rules, ordinances, orders, and court or agency decisions applicable to its performance under the Agreement. Without limiting the foregoing, the Recycling Contractor's provision of the work shall comply with, as amended, Title VI and Title VII of the Civil Rights Act of 1967, the Equal Pay Act of 1963, and Rehabilitation Act of 1974, the Immigration Reform Control Act of 1986, all OSHA regulations, and Executive Orders of the President of the United States.

Additionally, the Recycling Contractor shall:

- (i) Not discriminate against any employee or applicant for employment with respect to the individual's hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, age, sex, sexual orientation, or physical disability not related to job requirements.
- (ii) Establish and adhere to employment policies and procedures designed to reasonably assure that all personnel of the Recovery Contractor assigned to provide services under this Agreement are legally authorized to work in the United States and the Recycling Contractor shall register and participate in the "Status Verification System" as required by the provisions of Title 25, Oklahoma Statutes §1313(b)(1), in effect on the date hereof and as it may be amended from time to time, to verify the work eligibility status of all new employees.
- (iii) Comply with Title III of the Americans With Disabilities Act, 42 U.S.C. Sections 12101-12213, as in effect on the date hereof and as it may be amended from time to time (the "ADA") and the provision of such auxiliary aid or alternate services as may be required by the ADA.
- (iv) Comply with Section 515 of Title 252 of the Oklahoma Administrative Code and the Broken Arrow Code of Ordinances, in each case as they may be amended from time to time.

3.3.2 Licenses and Permits

The Recycling Contractor agrees to procure, at its own expense, all necessary licenses and permits required by BAMA, county, state, tribal and federal government for the performance of the work. The Recycling Contractor shall obtain certificates of compliance, where required.

3.3.3 Safety Regulations

The Recycling Contractor shall take all necessary precautions toward all safety issues and shall actively promote working conditions and work practices which will ensure all workers a safe and healthful work environment. Performance of work shall strictly comply with the U.S. Occupational Safety and Health Act (OSHA) of 1970, the Superfund Amendments and Reauthorization Act of 1986 (SARA Title 3), and all regulations imposed by any federal, state or local City having jurisdiction thereof.

3.3.4 Hazardous and Special Waste

Upon the Recycling Contractor's taking possession of Program Recyclable Materials, the Recycling Contractor accepts the title, risk of loss and all other incidents, rights and obligations of ownership for any and all such materials. In the event the Recycling Contractor, its agents, employees or subcontractors generate, transport, store, treat or dispose of any hazardous or special waste materials, the following provisions apply and the Recycling Contractor agrees to:

- (i) Ensure that all shipments of hazardous and special waste materials are accompanied by proper shipping papers and documents, as are required for the lawful transport of such waste and that packages or containers comply with all Applicable Law;
- (ii) Establish and follow health and safety plans which shall protect the environment, the Recycling Contractor's employees and subcontractors from the hazards and risks from handling or working with hazardous and special waste materials;
- (iii) Instruct all truck drivers or other transporters as to the proper procedure to be used and the precautions to be followed in handling and transporting of the materials. The drivers and trucks supplied by the Recycling Contractor will be trained, authorized, equipped, permitted, and licensed to carry hazardous and special waste material, in accordance with prudent safety precautions and Applicable Law. Trucks and other equipment used by the Recycling Contractor for performance of the work shall be in first-class operating condition, shall be suitable for the particular work requested, and shall be routinely inspected by the Recycling Contractor and timely maintained.

4 EFFECTIVE DATE AND TERM OF AGREEMENT

4.1 Effective Date

Except as otherwise provided for herein, the obligations of the parties shall take effect on the Effective Date.

4.2 Term of Agreement

4.2.1 Initial Term

Unless sooner terminated in accordance with the provisions in this Agreement, the term of this Agreement shall commence on the Effective Date and shall continue in effect until June 30, 2019 at 11:59 PM, CENTRAL TIME. This provision in no way limits BAMA's rights to terminate this Agreement at any time during the term of this Agreement pursuant to the provisions of this Agreement.

4.2.2 Optional Renewal Terms

After the Initial Term, as defined in Section 4.2.1 of this Agreement, BAMA shall have the option to renew this Agreement for up to one (1) additional year. The Recycling Contractor may prohibit BAMA from exercising an optional renewal term by providing written notice to the Contract Administrator of the Recycling Contractor's election, to reject a renewal or additional renewal on or before two (2) months preceding the scheduled date of expiration of the Initial Term or the then current optional renewal term of this Agreement. If the Recycling Contractor does not provide such written notice to the Contract Administrator on or before two (2) months preceding the scheduled date of expiration of the Initial Term or the then current optional renewal term of this Agreement prohibiting BAMA from exercising the optional renewal term, BAMA may upon written notice to the Recycling Contractor, not later than thirty (30) calendar days preceding the scheduled date of expiration of the Initial Term or the then current optional renewal term of this Agreement, exercise such optional renewal term by such notice. This provision in no way limits BAMA's right to terminate this Agreement at any time during the Initial Term or any optional renewal term thereof pursuant to the provisions in this Agreement.

5 RESPONSIBILITIES FOR ACCEPTANCE, TRANSPORT, PROCESSING, AND MARKETING OF PROGRAM RECYCLABLE MATERIALS

5.1 Responsibility to Accept Program Recyclable Materials

5.1.1 Acceptance of Program Recyclable Materials Collected by BAMA

The Recycling Contractor shall accept Program Recyclable Materials delivered by BAMA of Broken Arrow vehicles to the Recycling Facility. Failure of the Recycling Contractor to meet the requirements set forth in this section of the Agreement shall be a breach of this Agreement and may result in termination of this Agreement with the Recycling Contractor.

5.1.2 Acceptance of Program Recyclable Materials from Other Sources

The Recycling Contractor may accept Recyclable Materials from other sources at the Recycling Facility provided the acceptance of such Recyclable Materials shall not preclude or interfere with the acceptance, transporting, processing, and marketing of Program Recyclable Materials collected by BAMA of Broken Arrow.

5.2 Responsibility to Process Program Recyclable Materials

The Recycling Contractor shall be solely responsible for processing all Program Recyclable Materials delivered to the Recycling Facility by BAMA of Broken Arrow vehicles. Failure of the Recycling Contractor to meet the requirements set forth in this section of the Agreement is a breach of this Agreement and may result in termination by City of this Agreement with the Recycling Contractor.

5.3 Responsibility to Market Program Recyclable Materials

The Recycling Contractor shall be solely responsible for marketing all Program Recyclable Materials delivered to the Recycling Facility in accordance with this Agreement. The Recycling Contractor shall use its best efforts to research and investigate new markets for Program Recyclable Materials. Failure of the Recycling Contractor to meet the requirements set forth in this section of the Agreement is a breach of this Agreement and may result in termination by City of this Agreement with the Recycling Contractor.

5.4 Other Program Recyclable Materials Responsibilities

The Recycling Contractor shall be solely responsible for all aspects of the management, operations, and maintenance of the Recycling Facility including, without limitation, the following:

- (i) The acceptance, transporting, processing, and marketing of Program Recyclable Materials delivered to the Recycling Facility by City of Broken Arrow vehicles;
- (ii) Transportation of Unaccepted Loads delivered to the Recycling Facility (or, when directed by BAMA) to the Designated Disposal Facility;
- (iii) Transportation and disposal of Rejects from the Recycling Facility (or, when directed by BAMA) to the Designated Disposal Facility;
- (iv) The maintenance of complete and accurate records and the provision of reports to BAMA in accordance with the requirements of this Agreement;
- (v) Preventive maintenance; maintenance and repair of systems and equipment; maintenance and repair of building and grounds at the Recycling Facility;
- (vi) Prevention and clean-up of litter at the Recycling Facility; and

- (vii) The recruitment, hiring, and training of all managerial, supervisory, and operating personnel at the Recycling Facility.

6 RECYCLING FACILITY AND MRF LOCATIONS

6.1 Recycling Facility Location

- (i) The Recycling Contractor shall maintain the Recycling Facility for delivery of Program Recyclable Materials by BAMA at 1150 N. PEORIA, TULSA, OK 74106 throughout the term of the Agreement. Failure of the Recycling Contractor to process and market all Program Recyclable Materials collected by City of Broken Arrow shall be a breach of this Agreement and may result in termination by City of this Agreement with the Recycling Contractor.

7 DISPOSAL OF PROGRAM RECYCLABLE MATERIALS PROHIBITED

The Recycling Contractor shall not dispose of any Program Recyclable Materials or market Program Recyclable Materials to markets that the Recycling Contractor knows, or reasonably should have anticipated, will dispose of the Program Recyclable Materials, except when approved in writing by the Contract Administrator. Failure of the Recycling Contractor to meet the requirements set forth in this section of the Agreement is a breach of this Agreement and may result in termination by City of this Agreement with the Recycling Contractor.

8 INSPECTION OF LOADS AND UNACCEPTED LOADS

8.1 The Recycling Contractor's Right to Inspect Loads

The Recycling Contractor shall have the right to inspect each load of Program Recyclable Materials upon discharge at the Recycling Facility for compliance with this Agreement.

8.2 Unaccepted Loads

8.2.1 Reasons for Unaccepted Loads

Upon the arrival of a City vehicle at the Recycling Facility, the Recycling Contractor may designate a load as an Unaccepted Load for the following reasons:

- (i) Between the dates of January 1, 2019, and June 30, 2019, a load of Program Recyclable Materials contains more than twenty percent (20%) of non-Program Recyclable Materials by weight; volume; or
- (ii) For any contract term after June 30, 2019, a load of Program Recyclable Materials contains more than fifteen percent (15%) of non-Program Recyclable Materials by weight; volume; or
- (iii) A load of Program Recyclable Materials presents a substantial endangerment to the public or employee health or safety.
- (iv) A load of Program Recyclable Materials contains more than ten percent (10%) of water, snow, sleet or ice

The Recycling Contractor may not designate a load as an Unaccepted Load for any reason other than those identified in this section.

8.2.2 Procedure for Unaccepted Loads

8.2.2.1 Notice of Unaccepted Load

If the Recycling Contractor designates a load of Program Recyclable Materials delivered by BAMA as an Unaccepted Load, the Recycling Contractor shall provide notification by telephone (cellphone or text) and written notice (which may be by email) to the Contract Administrator prior to BAMA's vehicle departing from the Recycling Facility. The Recycling Contractor shall state the reason the load was designated an Unaccepted Load in the notification. Additionally, the Recycling Contractor shall maintain the load separately from other material to afford the Contract Administrator the right to inspect it, as provided by Section 8.2.2.2 of this Agreement. If the Recycling Contractor fails to provide notice in accordance with this Section, the Recycling Contractor shall accept the load.

8.2.2.2 Right to Inspect Unaccepted Loads

Upon receipt of the notice by the Contract Administrator from the Recycling Contractor in accordance with Section 8.2.2.1, the Recycling Contractor shall retain the Unaccepted Load for an additional two (2) hours to allow the Contract Administrator (or their representative) the opportunity to inspect the load. The Contract Administrator may waive the right to inspect the load. Failure to inspect the load within two (2) hours of receipt of notice shall be deemed a waiver of the right to inspect the load.

8.2.2.3 Dispute or Acceptance of Designation as Unaccepted Load

If the Contract Administrator inspects the load, the Contract Administrator may dispute or accept the designation as an Unaccepted Load. If the Contract Administrator disputes the rejection of the load, the Recycling Contractor shall either 1) Sort the contents of the load into Program Recyclable Materials and non-Program Recyclable Materials and then weigh both portions individually, or 2) Accept the load. If the Recycling Contractor sorts and weighs the contents of the load, the Recycling Contractor shall accept the load if the weight of such non-Program Recyclable Materials is equal to or less than twenty percent (20%) of the weight or volume of the entire load between the dates of January 1, 2019, and June 30, 2019, or fifteen percent (15%) during any contract period after June 30, 2019.

8.2.2.4 Costs for Unaccepted Loads

The Recycling Contractor shall transport and dispose of Unaccepted Loads delivered to the Recycling Facility to a Designated Disposal Facility. The Recycling Contractor shall invoice BAMA actual transportation and disposal costs (plus 15%), in accordance with this Agreement, and BAMA shall reimburse the Recycling Contractor for disposal costs of Unaccepted Loads. The Recycling Contractor shall not apply the terms of the Processing and Marketing Fee and Recyclables Revenue Share, as shown in Appendix A, to Unaccepted Loads.

9 HANDLING OF REJECTS AND HAZARDOUS WASTE

9.1 Procedure for Managing Rejects and Hazardous Waste

9.1.1 Managing Rejects

The Recycling Contractor shall dispose of Rejects delivered to the Recycling Facility by BAMA. The Recycling Contractor shall be responsible for managing and transporting such Rejects to the Resource Recovery Facility or other Designated Disposal Facility.

9.1.2 Removal of Hazardous Materials

- (i) The Recycling Contractor shall notify BAMA (by telephone) of any delivery of Hazardous Waste to the Recycling Facility by BAMA. Upon receipt of such telephonic notice, BAMA shall determine a

method for disposing of such waste at BAMA's cost and shall notify the Recycling Contractor regarding the disposal of such waste, all in accordance with Applicable Law. In the event that BAMA does not dispose of such Hazardous Waste within a reasonable time after receipt of such telephonic notice, the Recycling Contractor shall notify the Contract Administrator that the Recycling Contractor intends to dispose of such waste, the amount that the Recycling Contractor will invoice BAMA for such service (which amount shall be consistent with then current market rates (plus 15%) and the date and time the Recycling Contractor intends to dispose of such waste. Unless BAMA removes such waste prior to the Recycling Contractor's stated date and time of disposal of such waste, the Recycling Contractor may dispose of such waste on or after such date and time and invoice BAMA for an amount not to exceed the amount stated by the Recycling Contractor during the telephonic notice to BAMA's Contract Administrator.

- (ii) City shall have the right, but not the obligation, to station a monitor at the Recycling Facility to monitor the Recycling Contractor's acceptance, handling and processing of materials at the Recycling Facility; provided that such monitoring shall be conducted in a manner so as to minimize interference with Recycling Facility operations.
- (iii) The Recycling Contractor shall provide to BAMA copies of all Hazardous Waste approval requests and reports which the Recycling Contractor sends to the Oklahoma Department of Environmental Quality, the U.S. Environmental Protection Agency, or any other governmental authority.

9.2 Costs for Transporting Rejects

The Recycling Contractor shall, at the Recycling Contractor's sole expense (plus, 15%), transport Rejects to a Designated Disposal Facility. BAMA and the Recycling Contractor agree that the costs associated with transfer and disposal of these materials is provided for in the terms of the Processing & Marketing Fee in Appendix A. The terms of this Section 9 shall survive the termination or expiration of this Agreement.

10 RECYCLING FACILITY AND MRF REQUIREMENTS

10.1 Recycling Facility Requirements

10.1.1 Recycling Facility

The following requirements shall apply to the Recycling Facility.

10.1.2 Collection Vehicle Information

BAMA shall provide the Recycling Contractor with the vehicle information and other reasonably required data regarding its collection vehicles at least ten (10) days prior to the Commencement Date.

10.1.3 Capacity

The Recycling Contractor shall construct, maintain, and operate the Recycling Facility to provide sufficient capacity for accepting and transporting Program Recyclable Materials delivered by BAMA of Broken Arrow vehicles for the term of this Agreement to the Recycling Facility. Failure of the Recycling Contractor to meet the requirements set forth in this section of the Agreement is a breach of this Agreement and may result in termination by BAMA of this Agreement with the Recycling Contractor.

10.1.4 Scales

The Recycling Contractor shall operate and maintain adequately sized truck scales and computerized record-keeping systems for weighing and recording all incoming and outgoing delivery vehicles. The Recycling Contractor shall maintain a record containing the gross weight, tare weight, net weight, date,

time, and vehicle identification of each vehicle entering and exiting the Recycling Facility utilizing equipment provided by the Recycling Contractor. The Recycling Contractor shall weigh, record, and tabulate materials from BAMA of Broken Arrow vehicles and other haulers' vehicles separately. The Recycling Contractor shall test the Recycling Facility scales, as required by Applicable Law. At a minimum, the Recycling Contractor shall test the Recycling Facility scales every six (6) months. If testing of the Recycling Facility scales indicates that a scale tolerance is inaccurate by an amount greater than two percent (2.0%), then the Recycling Contractor and BAMA agree that the scale records for the preceding ninety (90) days shall be adjusted by the percentage the scale is inaccurate. If the Recycling Facility scales are unavailable during hours of operation, the Recycling Contractor shall use the average weight for the route and load of the day from the previous calendar month. BAMA shall conduct random and periodic weight checks on its trucks. The Recycling Contractor may accompany City on such checks. Failure of the Recycling Contractor to meet the requirements set forth in this section of the Agreement is a breach of this Agreement and may result in termination by BAMA of this Agreement with the Recycling Contractor.

10.1.5 Operation and Maintenance

Recycling Contractor shall:

- (i) Operate and maintain Recycling Facility in accordance with Applicable Law. The Recycling Contractor shall obtain and maintain all permits, licenses, and approvals for operating and maintaining Recycling Facility.
- (ii) Establish and maintain safety procedures for the Recycling Facility at a level consistent with Applicable Law and good industry practice.
- (iii) Maintain the Recycling Facility at all times in a neat, orderly, litter-free and odor free condition, including but not limited to, providing maintenance, implementing necessary repairs, purchasing and installing necessary replacement equipment or parts for the Recycling Facility, and maintaining a reserve of spare parts, all consistent with good working conditions.

10.1.6 Traffic Regulation

The Recycling Contractor may reasonably regulate the flow of traffic at the Recycling Facility and may deny access to any vehicle that repeatedly violates reasonable Recycling Facility safety and traffic rules promulgated by the Recycling Contractor.

10.1.7 Priority Access

The Recycling Contractor shall provide access during all hours of operation a minimum of one (1) City vehicle discharging Program Recyclable Materials at the Recycling Facility. Access shall mean that at any time during the Recycling Contractor's hours of operation in any day, a City vehicle at the Recycling Facility at any one time will be allowed to discharge materials at the Recycling Facility.

10.1.8 Truck Turn Around Time

The Recycling Contractor shall operate the Recycling Facility to minimize traffic impact (at the Recycling Facility) and to facilitate vehicle access during operations. The Recycling Contractor shall operate the Recycling Facility to maintain a daily average delivery vehicle turnaround time of twenty (20) minutes from when the vehicle arrives at the Recycling Facility scale to the time it passes out of the gates of the Recycling Facility. Upon twenty-four hours electronic notice from BAMA to the Recycling Contractor, the Recycling Contractor will provide the Contract Administrator with access to its records to verify vehicle turnaround time.

10.1.9 Receipt and Queuing

The Recycling Contractor shall construct, maintain, and operate the Recycling Facility to ensure the Recycling Facility is capable of accepting any and all Program Recyclable Materials delivered by BAMA of Broken Arrow vehicles from all types of delivery vehicles, including but not limited to packer trucks, roll-off trucks, and rear-discharging tilt-bed and side-discharging tilt-bed collection vehicles that normally deliver such materials. The Recycling Contractor shall construct, maintain, and operate the Recycling Facility to ensure the doors on delivery bays shall be of sufficient height to allow the exit of roll-off trucks and collection vehicles with bodies or containers in the dump (up) position.

10.1.10 Staging of Recyclable Materials

The Recycling Contractor shall stage Recyclable Materials to, prevent negative impact to maneuvering of vehicles in Recycling Facility, and promote the safety of persons at the Recycling Facility.

11 PROGRAM RECYCLABLE MATERIALS AUDITS

The Recycling Contractor and BAMA agree that composition information derived from Program Recyclable Materials Audits shall be used for determination of the following:

- (i) Evaluation by BAMA of participation in the pilot program;
- (ii) Program Recyclable Materials (including Rejects) revenues.

The Recycling Contractor shall conduct Program Recyclable Materials Audits of incoming loads of Program Recyclable Materials in accordance with the following:

- (i) The Recycling Contractor and City shall mutually agree on dates and times to conduct the Program Recyclable Materials Audits
- (ii) The Recycling Contractor shall conduct two (2) Program Recyclable Materials Audits during pilot period with one occurring near the beginning of the pilot and one near the end;
- (iii) Audits shall be conducted on two (2) loads, designated by BAMA, for each audit;
- (iv) Audits may be attended by the Contract Administrator.
- (v) For each Program Recyclable Materials Audit, the Recycling Contractor shall process the selected load and record after processing the weights of:
 - a. Each type of Program Recyclable Material; and
 - b. Rejects.

BAMA shall pay the Recycling Contractor \$3,200.00 for each audit conducted during the pilot period, with one occurring near the beginning of the pilot and one near the end.

12 PERSONNEL

12.1 Recycling Contractor's Representative and Key Personnel Contact Information

The Recycling Contractor shall have a qualified, competent, and reliable representative on duty to be in charge of its operations under this Agreement and who is authorized to make decisions and act on its behalf ("Recycling Contractor's Representative"). The Recycling Contractor agrees that BAMA and the Contract Administrator shall have twenty-four (24) hour access to the Recycling Contractor's Representative via a cellphone call or text message from BAMA. The Recycling Contractor agrees that the Recycling Contractor's Representative shall upon request of BAMA attend any or all City meetings. The

Recycling Contractor shall provide to the Contract Administrator in writing ten days before the Effective Date the Recycling Contractor's Representative's and any key personnel's direct contact information (i.e. name, business, cell, and home phone numbers, and email address). Answering machines, pagers or other devices that do not provide for immediate contact with the Recycling Contractor's Representative or key personnel shall not meet the requirements of this Section. If the Recycling Contractor's Representative or any key personnel change, the Recycling Contractor shall provide to the Contract Administrator the new direct contact at least five (5) Business Day(s) before the replacement takes over the duties of the former the Recycling Contractor's Representative or key personnel.

12.2 Personnel Requirements

The Recycling Contractor shall adhere to the following requirements:

- (i) The Recycling Contractor shall hire and maintain qualified personnel to provide service under this Agreement. The Recycling Contractor shall ensure that each employee or subcontractor operating commercial vehicles in BAMA or in connection with this Agreement, shall have a valid Oklahoma commercial driver's license.
- (ii) The Recycling Contractor shall furnish each employee and subcontractor involved in the performance of this Agreement with personal protective equipment and other appropriate safety equipment.
- (iii) The Recycling Contractor shall provide regularly scheduled, on-going operating and safety training for all employees and subcontractors. Such training shall be mandatory for all personnel and held not less than once per month. Training manuals and schedules shall be maintained at the local office of the Recycling Contractor and available for review at any time by the Contract Administrator.
- (iv) All employees and subcontractors involved in the performance of this Agreement including office personnel shall be provided adequate training before and during their employment or contract with the Recycling Contractor. This training shall familiarize employees and subcontractors with the required duties and standards of performance. All employees and subcontractors shall be provided comprehensive safety training, equipment, and supplies prior to and during the performance of their duties.
- (v) The Recycling Contractor's employees and subcontractors shall treat all customers, coworkers, City personnel, City employees and any person with whom they come in contact in the performance of their duties under this Agreement in a polite and courteous manner. Rudeness, belligerence, and the use of profanity are strictly prohibited. BAMA reserves the right to direct the Recycling Contractor to remove any employee or subcontractor who violates this policy from providing services related to this Agreement.
- (vi) In performance of services, the Recycling Contractor's employees and subcontractors shall adhere to Applicable Law.

BAMA shall notify the Recycling Contractor in writing of a complaint regarding any employee or subcontractor of the Recycling Contractor who violates any provision hereof. The Recycling Contractor will inform BAMA Administrator of the actions taken by the Recycling Contractor to prevent violations in the future. BAMA may require the Recycling Contractor to remove any unacceptable employee or subcontractor, as determined by BAMA, from service related to this Agreement.

13 HOURS OF OPERATION

13.1 Recycling Facility Hours of Operation

The Recycling Contractor shall operate the Recycling Facility from Monday through Friday, 7:00 AM, CENTRAL TIME to 5:00 PM, CENTRAL TIME. If a holiday, as defined in Section 14, occurs on a Monday through Friday, the Recycling Contractor shall operate the Recycling Facility on Saturday from 7:00 AM, CENTRAL TIME to 4:00 PM, CENTRAL TIME.

13.2 Recycling Facility Hours of Operation

The Recycling Contractor shall operate the Recycling Facility during hours of operation sufficient to support the requirements as set forth in this Agreement.

14 HOLIDAYS

For purposes of this Agreement, holidays shall solely include the following:

- (i) New Year's Day;
- (ii) Memorial Day;
- (iii) Independence Day;
- (iv) Labor Day;
- (v) Thanksgiving Day; and
- (vi) Christmas Day.

The Contract Administrator, at its sole discretion, may add or delete holidays. If the Contract Administrator elects to add or delete holidays, the Contract Administrator shall provide the Recycling Contractor notice in accordance with the provisions of this Agreement.

15 PROGRAM SUPPORT

The Recycling Contractor understands, acknowledges, and agrees that a smooth process during the pilot program is essential for the success of the pilot program and to the health and safety of BAMA and its residents. The Recycling Contractor understands, acknowledges, and agrees that the failure of the Recycling Contractor to timely and promptly provide the services pursuant to this Agreement may create serious health and safety issues for BAMA and its residents, and affect the success of the pilot program. The Recycling Contractor understands, acknowledges, and agrees that BAMA does not possess the necessary manpower or equipment to provide Program Recyclable Materials Processing and Marketing services.

The Recycling Contractor shall cooperate fully and timely with BAMA in the transition to collection of Program Recyclable Materials Processing and Marketing services. The Recycling Contractor shall cooperate fully with BAMA in:

- (i) The transition to the Recycling Contractor providing services upon the commencement of the Initial Term of this Agreement;
- (ii) The transition from the Recycling Contractor to subsequent person(s) or BAMA providing services upon expiration of the Initial Term or optional renewal term; and,
- (iii) The transition from the Recycling Contractor to subsequent person(s) or BAMA providing services upon termination of the Agreement.

If the Recycling Contractor fails to fully and completely provide Program Support in accordance with this Agreement, Contract Administrator may engage the immediate services of another provider to immediately fully and completely transition in accordance with this Agreement

16 RECORDKEEPING, REPORTING AND REPORTING FORMAT

16.1 Recordkeeping

The Recycling Contractor shall create, maintain, and make available records as defined in and/or required by Applicable Law, and any reports reasonably necessary to:

- (i) Document Program Recyclable Materials deliveries by BAMA of Broken Arrow vehicles by time delivered to facility, tonnage of material delivered, Unaccepted Loads by date collected, and other information as requested by the Contract Administrator. A monthly summary shall also be submitted to BAMA.
- (ii) Document Program Recyclable Materials Audit and other information as requested by the Contract Administrator. A monthly and annual summary shall also be submitted to BAMA.
- (iii) Document each delivery of Hazardous Waste to the Recycling Facility by time and date delivered to facility, description of the type of hazardous waste, tonnage of material delivered, procedure for handling material, and other information as requested by the Contract Administrator. A monthly summary shall also be submitted to BAMA.

All of the Recycling Contractor's records shall be available to Contract Administrator at reasonable times and places throughout the term of this Agreement and for a period of two (2) year after last or final payment.

The terms of this Section 18.1 shall survive the termination or expiration of this Agreement.

16.2 Reporting

16.2.1 Monthly Reports

The Recycling Contractor shall submit all monthly reports, including invoices for payment, to the Contract Administrator within seven (7) calendar days following the end of each calendar month. Monthly reports are those identified as such in Section 18.1 of this Agreement.

16.2.2 Report Format

Within sixty (60) calendar days of the Effective Date of this Agreement, the Recycling Contractor shall submit to the Contract Administrator for his/her approval the format and sample contents of the records to be maintained and the reports to be generated in fulfillment of the requirements of the Agreement. The Contract Administrator may request changes to this format. The Recycling Contractor shall submit all reports in electronic format approved by the Contract Administrator.

17 CONTRACT ADMINISTRATOR'S VISITATION RIGHTS, INSPECTION RIGHTS AND RIGHT TO AUDIT

17.1 Visitation Rights

BAMA shall have the right to have its representative present at the Recycling Facility during hours of operation to observe and monitor the Recycling Contractor's compliance with the provisions of this

Agreement, provided that such observation monitoring shall be conducted in a manner to minimize interference with Recycling Facility operations. In connection with any Recycling Facility visits, BAMA and its representatives and invitees shall comply with all reasonable rules and regulations adopted by the Recycling Contractor, including a requirement that each person visiting the Recycling Facility sign a statement agreeing (a) to assume the risk of the visitation but not the risk of injury due to the negligent acts of the Recycling Contractor, and (b) not to disclose or use, consistent with Applicable Law, any confidential information of the Recycling Contractor other than for the purpose for which it was furnished or as may be required by Applicable Law.

17.2 Inspection Rights

17.2.1 City's Right to Inspect Records, , Data and Documents

BAMA shall have access, upon twenty-four (24) hours' advance written notification to the Recycling Contractor, to all , records, data and documents of the Recycling Contractor, related to the performance of this agreement, for inspection, and audit, at BAMA's own expense.

17.3 Right to Audit

The Parties agree that the Recycling Contractor's, records, documents, accounting procedures, practices, for BAMA related to the services or terms of this Agreement are subject to inspection, examination, and copying by BAMA or its designees. The Recycling Contractor is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of two (2) years following expiration and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the two (2) year period, the records shall be maintained for one (1) years after the date that all issues arising out of the audit, litigation or other action are resolved or until the end of the two (2) year retention period, whichever is later.

The terms of this Section 19.3 shall survive the termination or expiration of this Agreement.

18 PROCESSING/MARKETING FEES AND PROGRAM RECYCLABLE MATERIALS REVENUE SHARE, FEE ADJUSTMENTS SUBJECT TO BAMA'S APPROVAL, INVOICING, AND PAYMENT

18.1 Processing/Marketing Fees and Recyclable Revenue Share

18.1.1 Processing/Marketing Fees

During the Pilot Program, BAMA shall pay the Recycling Contractor \$78.60 for every ton of Program Recyclable Materials, including rejects mixed in with such materials delivered by BAMA to the Recycling Facility. This covers the Recycling Contractor's processing costs. In addition to the processing cost, a Sustainable/Environmental Adjustment (SEA) Fee is added. The SEA Fee can fluctuate up or down monthly based on uncontrollable National or Global economic conditions impacting the Recycling Contractors operating expenses.

During the term of the Pilot Program, the Recycling Contractor shall pay BAMA a Composite Value for Program Recyclable Materials, excluding rejects, collected by BAMA and delivered to the Recycling Facility. The Composite Value paid to BAMA will account for eighty percent (80%) of the revenue per Program Recyclables shown on the Pricing Model (Index Price Per Ton) column in Appendix A. The Composite Value will be calculated using the formulas described in Section 18.1.3.

The Composite value for each ton is multiplied by the total delivered tons of Program Recyclables each month and is subtracted from the Recycling Contractors Processing Fee, Transportation & Disposal Cost per ton for Rejects and SEA FEE to determine the net Customer Share value per ton owed to BAMA by the Recycling Contractor or amount owed by BAMA to the Recycling Contractor each month.

Appendix A shows how the formula is used in the Pricing Model table to establish the Net Customer Composite Share per Ton. The amount is subject to change monthly from the start of this Agreement through the initial term, ending June 30, 2019, plus options to renew

18.1.2 Processing/Marketing Fee Adjustment Formula

If at the end of the Initial Term this agreement is extended, in compliance with Section 4.2.2, the Processing/Marketing Fee may be adjusted, with approval by BAMA.

The Processing/Marketing fee will increase 3% annually.

18.1.3 Recyclable Revenue Share

To determine BAMA's Recyclable Revenue Share for every ton delivered to the Recycling Facility during the Pilot Program, an assumption was made about the composition of the incoming materials. The Material Composition Percentage used in the initial period can be seen in Appendix A. A value of one (1) ton of each type of Recovered Material was determined using the most recent pricing from the Recyclingmarkets.net and Pulp & Paper Weekly index. The material composition percentage for each commodity was multiplied by its index pricing value. The value of all the commodities were then summed and the total value of one (1) ton of BAMA's delivered Program Recyclable Materials was derived.

18.1.4 Recyclable Revenue Share Adjustment Subject to City Approval

Recyclables composition in Appendix A shall remain fixed from the execution of this Agreement through the initial term, ending June 30, 2019.

If at the end of the Initial Term this agreement is extended, in compliance with Section 4.2.2, the recyclables revenue share prices and composition may be adjusted, with approval by BAMA. The index price per ton shall be adjusted monthly to the most recent pricing from the agreed-upon index source. The Material Composition should be adjusted to reflect actual results from the most recently-conducted audit.

18.2 Invoicing

The Recycling Contractor shall submit to the Contract Administrator a monthly invoice for Processing/Marketing Fees as established by this Agreement and other fees explicitly authorized by this Agreement, to which fees a credit for the Recyclable Revenue Share shall be applied, to BAMA on or before the fifth (5th) calendar day of each month for all Program Recyclable Materials Processing and Marketing services performed during the preceding calendar month in accordance with the fee structure established in Appendix A and as may subsequently be adjusted as set forth in this Agreement. The Recycling Contractor shall not invoice BAMA for any fees other than those specifically authorized in this Agreement.

18.3 Taxes

The Recycling Contractor represents that any labor rates provided hereunder are inclusive of legally required overtime, overhead, and all contributions and taxes payable under federal and state social security acts, old-age pension, workers compensation laws, unemployment compensation laws, income tax laws and any other applicable laws. The Recycling Contractor is responsible and shall pay any of the foregoing amounts on behalf of its employees. The Recycling Contractor further agrees that the amounts

invoiced for the work include any sales, use, gross receipts or like taxes on materials, supplies, equipment or services furnished by the Recycling Contractor. The Recycling Contractor shall itemize price(s), including associated sales, use, gross receipts or like taxes for each component of work. If the appropriate taxes are not separately listed, BAMA shall have the right to calculate such tax based upon the charges, and withhold the calculated amount from its payment. The Recycling Contractor shall bear all responsibility for taxes, levies, or other assessments on its income or revenues. The Recycling Contractor hereby agrees to indemnify and save BAMA harmless against the consequences of any failure by the Recycling Contractor or any of its subcontractors to pay or withhold taxes, charges or compensation due on behalf of its employees or agents involved in the work.

18.4 Payment

On or prior to the fifteenth (15th) calendar day of each month, BAMA shall pay the Recycling Contractor's invoiced amount less the applicable credit for any Recyclable Revenue Share, and reduced further by any disputed amounts, administrative charges, and authorized withholding of payments, as provided herein.

19 OWNERSHIP OF PROGRAM RECYCLABLE MATERIALS

Title to Program Recyclable Materials shall pass to the Recycling Contractor once the Recycling Contractor takes possession of the materials at the Recycling Facility. The Recycling Contractor shall at its own expense transport any Rejects to a Resource Recovery Facility or to the Designated Disposal Facility. After the risk of loss of Program Recyclable Materials delivered to the Recycling Contractor on behalf of City passes to the Recycling Contractor, if any such Program Recyclable Materials are lost, damaged, or scavenged, the Recycling Contractor shall be liable to BAMA for that sum of funds that would have been paid to BAMA in accordance with the provisions of this Agreement if such materials had not been lost, damaged, or scavenged.

20 ADDITION AND DELETION OF RECYCLABLE MATERIALS

BAMA reserves the right to add other Program Recyclable Materials to the program or delete Recyclable Materials from the program if the Parties agree it is economically and technically feasible. Additional fees, if any, for recovery of additional Recoverable Materials may be negotiated and implemented as a change in service fee by an amendment to this Agreement.

21 INDEMNIFICATION AND LIMITATION OF LIABILITY

21.1 No Indemnification by City

The Recycling Contractor understands and acknowledges that BAMA is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, BAMA shall not be required to indemnify or hold the Recycling Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, the Recycling Contractor shall not limit its liability to BAMA for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. BAMA reserves the right to pursue all legal and equitable remedies to which it may be entitled.

21.2 Indemnification by Recycling Contractor

The Recycling Contractor agrees to indemnify, defend, and save harmless BAMA and its officers, employees and agents for any loss, damage or demands, claims, causes of action and from all suits of whatever nature arising from or relating to it or its subcontractors' performance or nonperformance

under this Agreement. The Recycling Contractor must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to this Agreement.

21.3 Limitation of Liability

BAMA SHALL NOT BE LIABLE TO THE RECYCLING CONTRACTOR FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE RECYCLING CONTRACTOR'S PERFORMANCE OF OR FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER, EVEN IF BAMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

The terms of this Section 22 shall survive the termination or expiration of this Agreement.

22 INSURANCE REQUIREMENTS

22.1 No Insurance by BAMA

The Recycling Contractor shall be solely responsible for any insurance required under the terms of this Agreement and for any additional insurance it deems necessary. BAMA does not and will not carry insurance policies covering the Recycling Contractor.

22.2 Recycling Contractor Insurance Requirements

22.2.1 Specific Insurance Requirements

The Recycling Contractor and its subcontractors shall procure and maintain, during the term of this Agreement insurance coverage listed below. If Applicable Law requires a higher insurance limit, the Recycling Contractor shall procure and maintain the policy limit as specified by the Applicable Law.

- (i) Worker's Compensation Insurance - on behalf of itself, its partners, and all employees employed directly or indirectly by the Recycling Contractor who are to provide a service under this Agreement of limits no less than as required by Applicable Law.
- (ii) Employer's Liability \$500,000
- (iii) Bodily Injury (except Automobile) \$300,000 per person
- (iv) Automobile Bodily Injury Liability \$300,000 each person, \$1,000,000 each occurrence
- (v) Automobile Property Damage Liability \$300,000 each occurrence
- (vi) Excess Umbrella Liability \$1,000,000 each occurrence
- (vii) Commercial General Liability \$1,000,000 each occurrence and \$2,000,000 aggregate

The policies of insurance shall be primary and written on forms acceptable to BAMA and placed with insurance carriers approved and licensed by the State and meet a minimum financial rating by A.M. Best & Company of no less than "Excellent". The insurance policies provided herein shall be endorsed to provide that no policy shall be cancelled, changed or reduced in coverage, until after prior written notice has been delivered to City through certified mail as required in this Agreement.

The cancellation clause on the Recycling Contractor's insurance certificate must conform to the endorsement. Any conflict between the endorsement and the certification is a breach of this Agreement and can result in retraction by BAMA of the award of the bid to the Recycling Contractor or termination of this Agreement.

The policies of insurance must include an endorsement from the insurer adding BAMA as an additional insured to the policy.

The Recycling Contractor shall file proof of insurance certificate(s) for it and its subcontractors meeting the requirements as set forth herein with BAMA prior to execution of this Agreement. Additionally, the Recycling Contractor shall be solely responsible for assuring that all proofs of insurance filed with BAMA are up to date. Failure of the Recycling Contractor to fully comply with the requirements set forth herein regarding insurance is a breach of this Agreement and may be cause for termination by BAMA of this Agreement with the Recycling Contractor.

No changes are to be made to these specifications without prior written approval by BAMA.

Approval of the insurance by BAMA shall not relieve or limit the liability of the Recycling Contractor for any damages arising from the Recycling Contractor's performance of services provided herein.

Certificate of Liability Insurance is provided as Appendix C of this agreement. Certificate of Workers' Compensation Insurance is provided as Appendix D of this agreement.

22.2.2 General Requirements

The Recycling Contractor's and its subcontractors' insurers must be authorized to transact business in the State. All policies required herein, unless specific approval is given by BAMA, are to be written on an occurrence basis and the insurers shall agree to waive all right of subrogation against BAMA. Additionally, all policies other than Worker's Compensation policies shall name BAMA as additional insureds. The Recycling Contractor shall ensure that the insurance coverage required under this Agreement is obtained and maintained by the Recycling Contractor or its subcontractors for its subcontractors to cover their work hereunder. The Recycling Contractor shall be held responsible for any modification, deviation, or omissions in these insurance requirements as they apply to all subcontractors.

Each insurance policy required by this Agreement shall meet the following requirements:

- (i) Each policy shall apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer's liability.
- (ii) Each policy except Worker's Compensation policy(ies) shall include an endorsement by the insurer that coverage shall not be suspended, voided or canceled by insurer or insured either party, reduced in coverage or in limits except after twenty (20) calendar days prior written notice by certified mail, return receipt requested, has been given to City. Worker's Compensation policy(ies) shall include an endorsement by the insurer that coverage shall not be suspended, voided or canceled by insurer or insured, reduced in coverage or in limits except after at least ten (10) calendar days prior written notice by certified mail, return receipt requested, has been given to City.
- (iii) City shall retain the right at any time to review coverage, form, and amount of insurance.
- (iv) The procuring of each required policy or policies of insurance shall not be construed to limit the Recycling Contractor's liability to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, the Recycling Contractor shall be obligated for the full and total amount of any damages, injury or loss caused by the action or inaction of the Recycling Contractor or its subcontractors in connection with this Agreement.
- (v) The Recycling Contractor shall be solely responsible for payment of all premiums for insurance contributing to the performance of this Agreement and shall be solely responsible for the

payment of all deductibles to which such policies are subject, whether or not BAMA is an insured under the policy.

- (vi) Claims made policies will be accepted for professional and hazardous materials liability coverage and such other risks as are authorized by BAMA. All such policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided an option, the Recycling Contractor agrees to purchase the extended reporting period coverage on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.
- (vii) Certificates of Insurance evidencing claims made or occurrence from coverage and conditions to this Agreement, as well as BAMA's Agreement or TAC number and description of work, are to be received and approved by BAMA staff as delegated by BAMA upon execution of this Agreement by the Recycling Contractor and within thirty (30) calendar days of expiration of the insurance when applicable. All insurance certificates shall be received and approved by BAMA before the Recycling Contractor will be allowed to commence or continue work.
- (viii) Notice of Accident (occurrence) and notice of claim shall be given to the insurance company, City, and the Contract Administrator as soon as practicable after notice to the insured of any incident (occurrence) or claim. The obligations of the Recycling Contractor pursuant to this Section 25 shall survive expiration or termination of this Agreement.

Failure to comply with any term of this Section 23 is a breach of this Agreement and may result in termination by City of this Agreement.

23 LIENS

No lien of any kind may exist against any property of BAMA. The Recycling Contractor shall assure that no liens are placed against property of BAMA due to the performance or nonperformance of the Recycling Contractor under this Agreement. All damages and costs incurred by BAMA as a result of the existence of any such lien(s) shall be paid to BAMA by the Recycling Contractor. Failure to comply with the terms of this Section 24 is a breach of this Agreement and may result in termination by BAMA of this Agreement.

24 WARRANTIES

24.1 Warranties

- (i) The Recycling Contractor expressly warrants that it has knowledge, familiarity, experience, equipment and fully trained personnel to perform its obligations under this Agreement, and that the work provided under this Agreement shall be provided expeditiously and in a good and workmanlike manner in accordance with the highest industry standards. Any work not so rendered shall be re-rendered promptly at no cost to BAMA.
- (ii) The Recycling Contractor expressly warrants the performance of its obligations under this Agreement that it or its subcontractors have furnished hereunder for three (3) calendar years from BAMA's acceptance of the work (the "Warranty Period"). Any non-conforming work shall be promptly redone at no additional cost to BAMA, or BAMA-at its option and election-shall receive a full refund for same.
- (iii) The Recycling Contractor expressly warrants that all work will comply with Applicable Law, including the Resource Conservation and Recovery Act, as amended, the Toxic Substances

- Control Act, as amended, the Clean Air Act, as amended, and the Occupational Safety and Health Act, as amended, and any other applicable environmental regulations.
- (iv) The Recycling Contractor expressly warrants that the work provided under this Agreement will not constitute infringement or contributory infringement of any patent, trademark, copyright, trade secret or other intellectual property right.
 - (v) The Recycling Contractor expressly warrants that: (i) it is knowledgeable about wastes identified to the Recycling Contractor by BAMA and is engaged in the business of providing the work and understands the currently known hazards related to the handling of waste material; (ii) it will dispose of such materials in full compliance with all governmental laws, regulations and orders; and (iii) it will immediately notify BAMA in the event that it encounters hazardous substances during the course of its work hereunder which were not known or disclosed at the time of commencement of this Agreement.

The Recycling Contractor's obligations under this Section 25 shall survive termination or expiration of this Agreement.

25 ADMINISTRATIVE CHARGES

The Recycling Contractor understands that if the Recycling Contractor does not timely perform its obligations pursuant to the terms of this Agreement or violates any provision of this Agreement, BAMA will suffer damages which are difficult to determine and adequately specify. Recycling Contractor agrees, in addition to any other remedies available to BAMA, that BAMA may withhold payment from the Recycling Contractor in the amounts specified below as administrative charges for failure of the Recycling Contractor to fulfill its obligations. The following acts or omissions shall be considered a breach of the Agreement and BAMA may require payment by the Recycling Contractor of the charges set forth for each act or omission:

- (i) Failure to deliver reports as required. *\$100 per day*
- (ii) Failure to maintain records in accordance with recordkeeping procedures. *\$100 per day*
- (iii) Failure to accept Recyclable Materials at Recycling Facility during Hours of Operation. *\$250 per occurrence*
- (iv) Failure to achieve truck turn-around time in accordance with Agreement. *\$25 per occurrence*
- (v) Failure to maintain scale house in accordance with Agreement. *\$250 per day*
- (vi) Failure to provide priority access to BAMA in accordance with Agreement. *\$100 per occurrence*
- (vii) Failure to have 24-hour access to the Recycling Contractor's Representative. *\$100 per occurrence*
- (viii) Disposal of Program Recyclable Material as Solid Waste. *\$1,000 per occurrence*
- (ix) Failure to adhere to litter and odor requirements as set forth in this Agreement. *\$250 each incident*
- (x) Failure to be able to accept materials on the Commencement Date of this Agreement or any day thereafter. *\$3,000 each day*

City may impose administrative charges if the Contract Administrator determines that performance consistent with the provisions of the Agreement has not occurred. The Contract Administrator shall notify the Recycling Contractor in writing or electronically of each act or omission under the terms of this Agreement reported to or discovered by BAMA or its designee. It shall be the duty of the Recycling Contractor to take whatever steps or action may be necessary to remedy the cause of the complaint.

BAMA may deduct the full amount of any administrative charges from any payment due to the Recycling Contractor. The remedy available to City under this paragraph shall be in addition to all other remedies which City may have under law, at equity, or pursuant to the terms of this Agreement.

For the purposes of this Agreement, the Recycling Contractor shall not be deemed to be liable for administrative charges where its inability to perform any service hereunder is the result of an event of Force Majeure as set forth in this Agreement, provided however, that the Recycling Contractor shall obtain approval for any such delay from the Contract Administrator prior to 3:00 PM, Central Time of any day any service to be provided hereunder is delayed.

The Recycling Contractor's obligations to make payments for administrative charges under this Section 26 occurring prior to the expiration or termination of this Agreement shall survive termination or expiration of this Agreement.

26 PAYMENT WITHHELD

In addition to express provisions elsewhere contained in this Agreement, BAMA may withhold from any payment otherwise due the Recycling Contractor such amount as determined necessary to protect BAMA's interests, or, if it so elects, may withhold or retain all or a portion of any monthly payment on account of:

- (i) Unsatisfactory progress of the work not caused by a Force Majeure event;
- (ii) Defective work not corrected;
- (iii) The Recycling Contractor's failure to carry out instructions or orders of BAMA or its representative;
- (iv) Execution of work not in accordance with the Agreement;
- (v) Failure of the Recycling Contractor to make payments to any subcontractor for material or labor;
- (vi) Damage to another contractor;
- (vii) Unsafe working conditions allowed to persist by the Recycling Contractor;
- (viii) Failure of the Recycling Contractor to provide reports required by law or this Agreement and other reports requested by BAMA or its designee;
- (ix) Use of any subcontractors without BAMA's prior written approval.
- (x) Failure of the Recycling Contractor to provide accurate invoices and supporting data as described elsewhere in this agreement.

When the above issues are resolved, payment shall be made for amounts withheld because of them and BAMA shall not be liable for interest on any delayed or late payment.

27 FORCE MAJEURE

Except for any payment obligation by either party, if BAMA or the Recycling Contractor is unable to perform, or is delayed in its performance of any of its obligations under this Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for BAMA or the Recycling Contractor to correct the adverse effect of such event of Force Majeure.

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay BAMA, BAMA or the Recycling Contractor from performing any of its obligations (other than payment obligations) under this Agreement:

- (i) Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, and explosions (except those caused by negligence of the Recycling Contractor, its agents, and assigns), landslides, earthquakes, epidemics, quarantine and pestilence; and
- (ii) Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockades, insurrection, riots, civil disturbances, or national or international calamities.

In order to be entitled to the benefit of this Section 29, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to use its best efforts to cure the event of Force Majeure. The parties agree that, as to this Section 30, time is of the essence.

28 TERMINATION

Upon occurrence of any of the following events in regard to the Recycling Contractor, BAMA may terminate this Agreement without liability to the Recycling Contractor and pursue all of its legal, contractual, and equitable remedies for default by the Recycling Contractor.

- (i) The filing of a voluntary petition for bankruptcy relief by or on behalf of the Recycling Contractor, or the filing of an involuntary petition for bankruptcy relief against the Recycling Contractor, which is not dismissed or otherwise disposed of to BAMA's satisfaction within thirty (30) days thereafter.
- (ii) The appointment of a receiver of all or any substantial part of its property, and the failure of such receiver to be discharged within sixty (60) days thereafter.
- (iii) Filing of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.
- (iv) Committing an act of default of a provision of this Agreement.
- (v) Failing to timely and fully pay any or all impositions pursuant to this Agreement.
- (vi) As otherwise provided by this Agreement.

This Agreement shall terminate upon any one of the following:

- (i) The written agreement of the Parties.
- (ii) The expiration of the term(s) of this Agreement.

29 ACTS OF DEFAULT OR DEFAULT

Failure of the Recycling Contractor to fully, completely and timely comply with each obligation of the Recycling Contractor agreed to herein shall be an act of default. The Recycling Contractor understands, acknowledges, and agrees that anything other than full compliance with this Agreement shall be an act of default unless waived in writing by BAMA. The Recycling Contractor understands, acknowledges, and agrees that a breach of this Agreement which may not otherwise result in a default, shall constitute a default when the breaches, even if different breaches, are frequent or regular or repetitive. BAMA may terminate this Agreement and pursue all legal, contractual, and equitable remedies upon a default of this Agreement. Substantial compliance short of full compliance is an act of default unless waived in writing by BAMA.

30 DISPUTE RESOLUTION

In the event of a dispute between the Recycling Contractor and BAMA or its representative over the interpretation or application of the terms of this Agreement, the matter shall be referred to the Contract Administrator. If the Contract Administrator is unable to resolve the dispute, the matter shall be referred to a person designated by BAMA. If the person designated by BAMA is unable to resolve the dispute, the matter shall be scheduled for non-binding arbitration. Each party shall be responsible for its own expenses with respect to the arbitration. Additionally, the parties shall each pay one-half of the costs of the arbitration process (arbitrator fee, etc.). Regardless of these procedures, neither Party shall be precluded from exercising any rights, privileges or opportunities permitted by law to resolve any dispute.

31 NOTICE

Except as otherwise provided in this Agreement, all notices, demands and other communications (other than reports required to be furnished by the Recycling Contractor to BAMA as provided in this Agreement and routine communications) required by or related to this Agreement shall be in writing and directed as follows:

To Recycling Contractor:

Mr. Kenneth Burkett,
President
Tulsa Recycle & Transfer, Inc.
1420 W. 35th Street
Tulsa, OK 74107

To City:
Russell Gale, Assistant City
Manager
220 S. First Street
Broken Arrow, OK 74012

And a copy to:
Lee Zirk, General Services
Director
BAMA
485 N. Poplar Avenue
Broken Arrow, OK 74136

Any such notice, demand or other communication shall contain an express reference to this Agreement. Any Party may change its address for the purposes of this Agreement upon written notice to the other party. The following methods of delivery are acceptable: hand-delivery; overnight commercial air courier; or certified first-class U.S. mail, return receipt requested. Any such notice, communication or delivery shall be deemed delivered and effective upon actual receipt by the party to whom addressed.

32 MISCELLANEOUS

32.1 No Confidentiality

The Recycling Contractor understands and acknowledges that BAMA is subject to the Oklahoma Open Records Act (51 Oklahoma Statutes §24.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by the Recycling Contractor pursuant to this Agreement be inconsistent with BAMA's compliance with its statutory requirements thereunder.

32.2 Relationship of Parties

The Recycling Contractor is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for BAMA under this Agreement. No employees, subcontractors or agents of Recycling Contractor shall be deemed to be employees of BAMA for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by BAMA for its employees. Recycling Contractor shall be solely responsible for the payment of all wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No Party shall have any right, power or authority to act as a legal representative of another Party, and no Party shall have any power to obligate or bind another Party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

32.3 Third Parties

This Agreement is between BAMA and the Recycling Contractor and creates no right of or duties to any other person, except that BAMA of Broken Arrow shall be a third-party beneficiary of this Agreement. No other person or entity is or shall be deemed a third-party beneficiary of this Agreement.

32.4 Assignment and/or Subcontracting

The Recycling Contractor may not assign this Agreement or use subcontractors to perform the terms of this Agreement without the prior written consent of BAMA. No assignment or subcontract shall relieve the Recycling Contractor of its liability under this Agreement. In the event the Recycling Contractor elects to use any subcontractors and BAMA provides prior written permission to the Recycling Contractor to use subcontractors, the Recycling Contractor shall have primary responsibility for full and complete satisfactory and acceptable performance under this Agreement. The Agreement, however, may be assigned for the purpose of financing after notification to, and approval of the terms of such assignment by BAMA.

32.5 No Franchise Intended

This Agreement shall not constitute a franchise or exclusive right to process or market Program Recyclable Materials on behalf of BAMA. The Recycling Contractor shall not make any representations in any manner to the contrary.

32.6 Binding Effect

This Agreement shall be binding upon BAMA and the Recycling Contractor and their respective successors, heirs, legal representatives and permitted assigns.

32.7 No Penalties

No provision of this Agreement is to be interpreted as a penalty upon any Party to this Agreement. The parties hereby agree that the rights of BAMA in the event the Recycling Contractor takes or fails to take

certain actions pursuant to this Agreement are reasonable, and that the parties desire such certainty with regard to such matters.

32.8 Further Assurance

The Recycling Contractor and BAMA agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it in order to carry out this Agreement and give effect to it. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the parties declare their intention to cooperate with each other in effecting the terms of this Agreement.

32.9 Time of the Essence

For purposes of this Agreement, the parties agree that time shall be of the essence and the representations and warranties made are all material and of the essence of this Agreement.

32.10 Headings

The headings used herein are for convenience only and shall not be used in interpreting this Agreement.

32.11 No Waiver

A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

32.12 Entire Agreement

This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by BAMA and the Recycling Contractor. The Recycling Contractor shall not be entitled to any claim for extras of any kind or nature.

32.13 Severability Provision

If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.

32.14 Knowledge

The Recycling Contractor agrees that it has investigated and examined all conditions and requirements of this Agreement that may affect its full and complete performance of this Agreement and enters into this Agreement having completed such investigations and examinations to its full satisfaction and solely relying on such investigations and examinations.

32.15 Multiple Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

32.16 Appendices

All Appendices attached hereto contain additional terms of this Agreement and are incorporated into this Agreement by this reference.

32.17 Governing Law and Venue

This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each Party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.

32.18 Attorney Fees

In the event of arbitration or litigation between the parties regarding this Agreement, each Party shall be responsible for its own attorney's fees and costs.

32.19 Authorization

Each Party hereby warrants and represents that the person signing on its behalf has full power and authority to enter into and perform this Agreement and bind the Party to this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each Party further acknowledges and agrees that it has read this Agreement, understands it, and agrees to be bound by it.

32.20 Publicity

No party (nor any agent or affiliate of a party) shall make any public statements, including, without limitation, any press releases, with respect to this Agreement and the transactions contemplated hereby, except as may be required by law or with written permission of BAMA.

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33 SIGNATURE PAGE

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SEE NEXT PAGE FOR SIGNATURES

ENTIRETY OF THE AGREEMENT & VENUE:

This agreement sets forth the entire understanding of the parties and supersedes any oral agreements. The terms of this agreement shall be interpreted and construed under the laws of the State of Oklahoma.

This agreement may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitutes one and the same instrument.

Broken Arrow Municipal Authority

Chairman

Secretary

Date: _____

(Seal)

Tulsa Recycle & Transfer, Inc.



President



Secretary

Date: 11/29/18

Approved as to form:



Attorney

Attorney

APPENDIX A: PROCESSING & MARKETING FEE and RECYCLABLE REVENUE SHARE

This table shows how index pricing, the Processing Fee, and BAMA's Revenue Share are used to calculate a net revenue share (or cost) per ton for recyclables processing. The values used in this table reflect the index prices as of June 20, 2018; New index prices will be applied on or about January 24, 2019. The values of the Material Composition are based on sample composition for the Tulsa metropolitan area; following the initial audit (and any subsequent audits), these values will be adjusted accordingly.

Line #	Commodity Name	Price per Ton (per index)	Material Composition (based on most recent audit; sums to 100%)	Commodity Value per Ton (Index Price x Material Composition)
1	Cardboard	\$ 80.00	11.56%	\$ 9.25
2	Mixed paper	\$ 5.00	49.22%	\$ 2.46
3	Al cans	\$ 500.00	0.56%	\$ 2.80
4	Steel Cans	\$ 2.00	2.85%	\$ 0.06
5	#1 PETE	\$ 330.00	2.50%	\$ 8.25
6	#2 HDPE Nat	\$ 780.00	1.25%	\$ 9.75
7	#2 HDPE Color	\$ 280.00	1.05%	\$ 2.94
8	#5 PP	\$ 180.00	0.56%	\$ 1.01
9	3-mix glass	\$ (45.00)	15.45%	\$(6.95)
10	Trash (Rejects)	\$ (42.00)	15.00%	\$(6.30)
11			Composite Value per Ton (Sum of Lines 1 - 9)	\$29.56
12			City Revenue Share (80% of Line 11)	\$23.65
13			Disposal of Rejects (Line 10)	\$(6.30)
14			Total City Composite Share (Line 12 + Line 13)	\$17.35
15			Processing price per ton	\$(78.60)
16			SEA per ton	\$(0.75)
17			Net Customer Share (Cost) per ton (Line 14 + [Line 15 + Line 16])	\$(62.00)

APPENDIX B: DEFINED TERMS USED IN AGREEMENTS

Acceptable Solid Waste - Acceptable Solid Waste shall mean Solid Waste which is not Unacceptable Waste and which is collected from residences within BAMA of Broken Arrow pursuant to this Agreement. See also, **Program Recyclable Materials**.

Agreement(s) - Agreement or Agreements shall mean one or more of this Recyclables Processing Agreement or an extension thereof.

Applicable Law - Applicable Law shall mean any permits, licenses and approvals issued for or with respect to Recycling Contractor, equipment utilized by Recycling Contractor, properties (or any component thereof) utilized by the Recycling Contractor, or the performance by the Contractor of obligations hereunder, and any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which in any case, shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency, and/or court of competent jurisdiction that relates to or affects City, Recycling Contractor, any of their equipment or any of their properties (or any component thereof) or the performance by the Recycling Contractor of obligations hereunder.

BAMA, or Broken Arrow Municipal Authority – BAMA is composed of the five City Council member and its responsibilities of the Municipal Authority are to finance, develop, and operate the water, sewer, and solid waste activities of the City of Broken Arrow.

Bag - Bag shall mean a non-dissolvable plastic sack with a capacity of up to approximately thirty-five (35) gallons designed or intended to store Acceptable Solid Waste with sufficient wall strength to maintain physical integrity when lifted at the top.

Business Day - Business Day shall mean any day, Monday through Friday, from 8:00 AM, Central Time until 5:00 PM, Central Time, which is not a holiday designated as such in the Agreement.

City - City shall mean BAMA Broken Arrow, Oklahoma, and shall include City's officers, elected officials, employees, agents, volunteers and representatives,

Collect or Collection - Collect or Collection shall mean the act of removing Recyclable Materials for transport to the Recycling Facility.

Commencement Date - Commencement Date shall mean, for the Agreement for Processing and Marketing of Program Recyclable Materials, no later than January 1, 2019, and the date on which the Contractor shall begin performing processing and marketing of Program Recyclable Materials hereunder.

Comply or Compliance - Comply or Compliance shall mean fully and completely performing or meeting each and every term, requirement, obligation, performance criteria, duty or condition as stated in this Agreement in a timely manner.

Construction and Demolition Waste - Construction and Demolition Waste shall mean wastes from construction and demolition operations and shall include, but shall not be limited to concrete, bricks, plumbing fixtures, plastics, and lumber.

Construction/Renovation and Equipment Plan - Construction/Renovation and Equipment Plan shall have the meaning set forth in Sections 18 of the Agreement.

Contamination - Contamination shall mean the existence of any material or substance on or contained in Recyclable Materials other than the approved Program Recyclable Materials.

Contract Administrator - Contract Administrator shall mean BAMA of Broken Arrow's solid Waste Director, or his or her designee or designees, or such other Person(s) designated by BAMA, which shall represent City in the administration and supervision of the Agreement.

Contractor's Representative - Contractor's Representative shall mean the employee designated by the Contractor who is in charge of Contractor's operations under the Agreement and who is authorized to make decisions and act on Contractor's behalf as set forth in the Agreement.

Designated Disposal Facility - Designated Disposal Facility shall mean a disposal facility for (i) Acceptable Solid Waste, Green Waste or Rejects, or (ii) Program Recyclable Materials, as designated by City for limited purposes under the Agreement.

Designated MRF - Designated MRF shall mean a Material Recovery Facility designated by City.

Disposal - Disposal shall mean the deposit of any Solid Waste at a disposal site authorized by the State to manage such waste and shall meet all local, State, and federal requirements.

Effective Date - Effective Date shall mean the date set forth in the first sentence of the Agreement.

Garbage - Garbage means household discarded items arising from regular daily activities. It often refers to waste generated from the handling, preparation, cooking, serving, or consumption of food, including food containers, scraps, soiled paper, and household paper products. It also refers to all soiled disposal items generated in general household activities. These materials are not accepted as part of the curbside recycling program. As a waste stream, garbage means materials that were not source-separated for recycling.

Hazardous Waste - Hazardous Waste means waste designated as hazardous by the U.S. Environmental Protection Agency or by the appropriate state agency.

Industrial Waste - Industrial waste means any waste generated by an industrial or manufacturing process that is not a regulated hazardous waste.

MRF (Materials Recovery Facility) - A facility, also called a Recycling Facility herein, where source-separated Program Recyclable Materials are delivered for processing and marketing to end users for beneficial use or remanufacturing.

Pilot Program - Pilot Program refers to the four-month period, approximately January 15 to May 15, 2018, during which BAMA of Broken Arrow will conduct pilot testing of curbside collection of recyclables with a subset of its residential collection customers.

Processing/Marketing Fee - Processing/Marketing Fee shall mean the per ton fee paid by BAMA to the Recycling Contractor for accepting, processing, and marketing of Program Recyclable Materials.

Program Recyclable Materials - Program Recyclable Materials shall mean the agreed-upon materials accepted in the Broken Arrow curbside recycling program and required for acceptance for recycling by the Recycling Contractor. The exact Program Recyclable Materials shall be published and promulgated by BAMA of Broken Arrow in collaboration with the Recycling Contractor. Program Recyclable Materials shall be reasonably clean, dry, and empty. The initial Program Recyclable Materials for this Agreement are:

- Food and beverage cartons with or without caps (milk, juice, soup, broth, wine, ice cream)
- Glass food and beverage jars and bottles without caps, lids or plugs
- Aluminum and steel food and beverage cans, plus empty aerosol cans
- Mixed paper and cardboard (any clean paper that tears, including packaging, junk mail, magazines and newspapers, frozen food boxes, phone books, and paper bags)
- Plastic bottles, jugs, cups and tubs from beverages, food, soap, or detergent with or without caps

Certain other clean, dry, and empty materials shall not be counted as Rejects should they be delivered in nominal amounts are:

- Plastic buckets (#2HDPE or #5PP) up to 5 gallons (no metal handles)

Recyclable Revenue Share - Recyclable Revenue Share means the portion of the Composite Value per Ton, as calculated in Appendix A, multiplied by the number of tons delivered to the Recycling Contractor. The amount, less per-ton processing fees, is shared to BAMA on a monthly basis. If the value of the Recyclable Revenue Share is greater than the Processing/Marketing Fee, the share shall result in a rebate to BAMA. If the value of the Recyclable Revenue Share is less than the Processing/Marketing Fee but greater than zero, the revenue share will result in a "discount" or "credit" toward the Processing/Marketing Fee. If the value of the Recyclable Revenue Share is less than zero (negative), BAMA shall realize no rebate or discount, and simply pay the Processing/Marketing Fee.

Recycling Contractor – Recycling Contractor means Tulsa Refuse & Trash, the party contracting with the Broken Arrow Municipal Authority to provide the services contained herein.

Resource Recovery Facility - Resource Recovery Facility, or Recovery Facility, refers to the waste-to-energy plant in Tulsa, OK, operated under the auspices of the Tulsa Authority for the Recovery of Energy.

Refuse - Refuse is a general term to refer to garbage, solid waste, and other discarded items.

Rejects - Rejects means unacceptable, unprocessable, contaminated, or otherwise unrecoverable materials delivered to the Recycling Facility for processing but ultimately disposed of at a landfill or Resource Recovery Facility. Rejects also means non-Program Recyclable Materials which are sorted out from the delivered loads.

Resident - Resident shall mean a person residing within BAMA of Broken Arrow.

Shall - Shall will always mean mandatory and not merely discretionary.

Single Stream - Single Stream shall mean Program Recyclable Materials that are commingled and that do not require the Generator to subdivide the Program Recyclable Materials prior to Collection.

Solid Waste - Solid Waste shall mean all putrescible and nonputrescible refuse in solid, semisolid, or liquid form, including, but not limited to, garbage, rubbish, ashes or incinerator residue, street refuse, dead animals, Construction and Demolition Waste, solid or semisolid commercial and industrial wastes including explosives, biomedical wastes, chemical wastes, herbicide and pesticide wastes. The term "solid waste" shall not include:

- (i) Scrap materials which are source separated for collection and processing as industrial raw materials, except when contained in the waste collected by or in behalf of a solid waste management system.

- (ii) Used motor oil, which shall not be considered to be a solid waste, but shall be considered a deleterious substance, if the used motor oil is recycled for energy reclamation and is ultimately destroyed when recycled.
- (iii) Special Waste.
- (iv) Hazardous Waste.

Special Waste - Special Waste shall mean those wastes that are not hazardous wastes but because of their nature or volume, require special or additional handling aside from that given to routine household refuse. Special Waste includes but is not limited to sludge, septic tank pumping, grease trap wastes, dead animals, packing house offal and tankage, waste fats and oils, hatchery wastes, cannery wastes, non-hazardous industrial waste, tires, and asbestos wastes.

State- State shall mean the State of Oklahoma.

Ton - Ton shall mean a unit of weight equal to 2,000 pounds.

Unaccepted Load - Unaccepted Load shall mean a load of Rejects delivered by BAMA that is designated by the Recycling Contractor as an Unaccepted Load or Partial Load In accordance with the Agreement.

Unacceptable Waste - Unacceptable Waste shall mean Disaster Debris; Hazardous Waste; Construction and Demolition Waste; poisons; acids; caustics; explosives; body wastes; automobile frames; and materials which may cause damage to equipment or employees of Recycling Contractor; animal excrement; or any article or substance soiled by human or animal excreta; recyclables which have been combined or mixed with any of the above-mentioned items; and, any materials which cannot be processed at the Recycling Facility, which can cause the Recycling Facility operational problems, or which would have a reasonable possibility of causing injury to health, safety, or property.

Will - Will means mandatory and not merely discretionary.

APPENDIX C: CERTIFICATE OF LIABILITY INSURANCE



ADDITIONAL REMARKS SCHEDULE

AGENCY BancFirst Insurance Services, Inc.		NAMED INSURED Tulsa Recycle & Transfer, Inc. 1420 W. 35th St Tulsa, OK 74107	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

The insurance policies provided herein are endorsed to provide that no policy shall be cancelled, changed or reduced in coverage, until after prior written notice has been delivered to City through certified mail as required in this Agreement.

APPENDIX D: CERTIFICATE OF WORKERS' COMPENSATION INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BancFirst Insurance Services, Inc. 5591 S. Lewis Ave. Tulsa, OK 74105	CONTACT NAME: PHONE (A/C, No, Ext): (918) 747-4100	FAX (A/C, No): (918) 747-4176	
	E-MAIL ADDRESS:		
INSURED Tulsa Recycle & Transfer, Inc. 1420 W. 35th St. Tulsa, OK 74107	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: New York Marine and General Insurance Company		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	X WC2018EPP00264	4/1/2018	4/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
30 DAYS NOTICE OF CANCELLATION

Waiver of subrogation in favor of Broken Arrow Municipal Authority for Workers' Compensation policy.

The insurance policies provided herein are endorsed to provide that no policy shall be cancelled, changed or reduced in coverage, until after prior written notice has been delivered to City through certified mail as required in this Agreement.

CERTIFICATE HOLDER Broken Arrow Municipal Authority 485 N. Poplar Avenue Tulsa, OK 74136	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

**Extension of Agreement between
Tulsa Recycle & Transfer
And
Broken Arrow Municipal Authority
June 3, 2019**

This extension of the agreement entitled City of Broken Arrow / BAMA Recyclables Processing Contract for Pilot Program is made and entered into this 07 day of May, 2019 by and between Tulsa Recycle & Transfer, Incorporated, hereinafter referred to as TRT, and the Broken Arrow Municipal Authority hereinafter referred to a BAMA.

WITNESSETH

WHEREAS, BAMA and TRT entered into a Recyclables Processing contract, dated December 18, 2018 in support of BAMA's recycling pilot project in exchange for a fee (the TRT processing and revenue share fee); and

WHEREAS, the parties have been mutually satisfied with each other's performance and service under the agreement; 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. Integration. Except as specifically set forth in this Extension, all provisions of the Agreement remain in full force and effect.
2. Extension term. BAMA and TRT mutually agree to an Extension Term that will begin on July 1, 2019 and end on June 30, 2020.
3. TRT pricing model. During this Extension Term, TRT's fee will be applied as identified in the Processing & Marketing Fee and Recyclable Revenue Share table attached to this extension.

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

Broken Municipal Authority

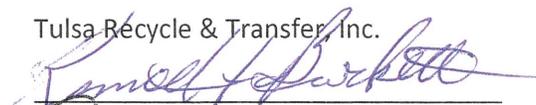
Chairman

Secretary

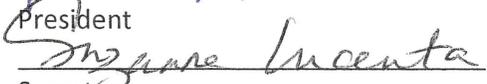
May 3, 2019

Date

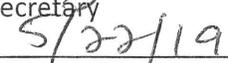
Tulsa Recycle & Transfer, Inc.



President



Secretary



Date

Approved as to form:



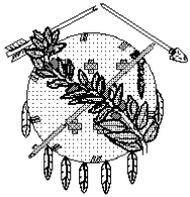
Attorney

Attorney

Attachment to the
 Extension of Agreement between
 Tulsa Recycle & Transfer
 And
 Broken Arrow Municipal Authority
 July 1, 2019

Processing & Marketing Fee and Recyclable Revenue Share

Commodity Name	Price per Ton (per index)	Material Composition (based on most recent audit; sums to 100%)	Commodity Value per Ton (Index Price x Material Composition)	
1	Cardboard	\$40.00	14.61%	\$5.84
2	Mixed paper	\$5.00	36.46%	\$1.82
3	AL cans	\$300.00	1.33%	\$3.99
4	Steel Cans	\$2.00	1.98%	\$0.04
5	#1 PETE	\$290.00	3.00%	\$8.70
6	#2 HDPE Nat	\$400.00	1.04%	\$4.16
7	#2 HDPE Color	\$280.00	1.77%	\$4.96
8	#5 PP	\$0.00	0.00%	\$0.00
9	3-mix glass	\$(50.00)	19.65%	\$(9.83)
10	Trash (Rejects)	\$(42.00)	20.16%	\$(8.47)
11			Composite Value per Ton (Sum of Lines 1 - 9)	\$19.69
12			City Revenue Share (80% of Line 11)	\$ 15.75
13			Disposal of Rejects (Line 10)	\$(8.47)
14			Total City Composite Share (Line 12 + Line 13)	\$ 7.28
15			Processing price per ton	\$(68.60)
16			SEA per ton	\$(1.10)
17			Net Customer Share (Cost) per ton (Line 14 + [Line 15 + Line 16])	\$(62.42)



City of Broken Arrow

Request for Action

File #: 19-637, Version: 1

**Broken Arrow Municipal Authority
Meeting of: 06-03-2019**

Title:

Approval of and authorization to execute a contract with Bio-Chem Industries, Inc. to conduct an annual biological augmentation pilot program for odor control along the 193rd Street (County Line Road) wastewater collection line (Project No. 195419)

Background:

On December 5, 2017, BAMA entered into a contract with Pencco, Inc. to conduct a 45-day chemical addition pilot program for odor control on the 193rd Street wastewater collection line. Pencco, Inc. implemented the pilot project in January 2018. In June of 2018, Pencco, Inc. proposed to continue the chemical treatment for Fiscal Year 2018-2019 at a cost of approximately \$16,900 per month. The yearly contract was approved and executed by the Assistant City Manager on July 3, 2018.

At a meeting in April 2018, Pencco, Inc. was notified of issues with the chemical dosing and that large deposits of iron and manganese were forming in all phases of the collection system and facility process areas. Also discussed was the fact that the chemical addition was masking the characteristics of the wastewater flowing into the Wastewater Treatment facility. On February 6, 2019, the City Utilities management team met to discuss a bio-augmentation pilot project to replace the chemical addition project.

Proposals were received by the City Utilities staff by In-Pipe Technology and Bio-Chem Industries respectively on February 12-13, 2019 for a bio-augmentation pilot project to treat the 193rd Street collection pipe system and/or the entire Broken Arrow collection system. City staff agreed to proceed with the Bio-Chem Industries proposal Option No. 2 for treating the 193rd Street collection line. Bio-Chem Industries was selected as the lowest bidder but also based on positive customer feedback.

The bio-augmentation system will be used for odor control, as well as, additional treatment of the wastewater within the collection system resulting in improved influent water quality and lower costs at the Wastewater Treatment facility.

Cost: \$ 15,740 per month
Funding Source: Sewer Repair and Construction Division Operational Budget
Requested By: Charles Vokes, Utilities Director
Approved By: City Manager Office
Attachments: Bio-Chem Contract

Recommendation:

Approval of and authorization to execute a contract with Bio-Chem Industries, Inc. to conduct an annual biological augmentation pilot program for odor control along the 193rd Street (County Line Road) wastewater

collection line.

**CONTRACT
BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT NUMBER: 195419**

1. Service Provider:

- a. Name: Bio-Chem Industries, Inc.
- b. Telephone No.: (844)900-2244
- c. Address: 3630 Willow Oak Circle NW, Cleveland, TN 37320

2. Project Title and Location: FOG and Odor Remediation for County Line Trunk Sewer, Broken Arrow, OK

3. Contract for: Fats, Oils, Grease and Sludge reduction, as well as, Odor Control using bio-augmentation on the County Line Trunk Sewer in Broken Arrow, OK. The work to be performed is described in Option 2 in the attached Proposal.

4. Contract Data:

- a. Contract Amount: \$15,740 per month for twelve months totaling \$188,880.

Total: Not to exceed amount of One Hundred and Eighty-Eight Thousand Eight Hundred and Eighty Dollars and 00/100 (\$188,880).

- b. Liquidated Damages: N/A.
- c. The total time allowed for contract completion is 365 calendar days.

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

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

6. Contract approved by the Broken Arrow Municipal Authority on: _____

**BROKEN ARROW MUNICIPAL AUTHORITY
PROFESSIONAL SUPPORT SERVICES
PROFESSIONAL SERVICES CONTRACT NUMBER: 195419**

The Broken Arrow Municipal Authority and Bio-Chem Industries, Inc. with its principal place of business located at 3630 Willow Oak Circle NW, Cleveland, TN 37320, hereby enters into the following Contract:

The City Manager, representing the Broken Arrow Municipal Authority, is contracting to acquire the professional services of the Service Provider to provide a bio-augmentation system to control fats, oils, greases, sludge and odor on the County Line Trunk Sewer in Broken Arrow, OK.

The Service Provider shall perform all duties, responsibilities and requirements set out in the Professional Services Contract Special Provisions Attachment, attached hereto and made a part hereof. The work to be performed is described in Option 2.

These duties, responsibilities and requirements shall begin upon the execution of this Contract and shall be completed within Three Hundred and Sixty-Five (365) calendar days.

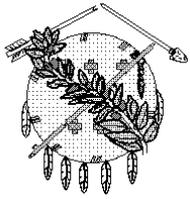
It is agreed that the Service Provider shall be compensated at the hourly rate in accordance with attached hourly rate schedule and the total compensation under this contract is Not To Exceed One Hundred and Eighty-Eight Thousand Eight Hundred and Eighty Dollars and 00/100 (\$188,880) for the entire Scope of the Professional Services rendered. The City Utilities Director will issue a Notice to Proceed for work identified under this agreement, following mutual agreement between the Service Provider and the City on the hours required for the work item. The Service Provider shall submit invoices requesting payment for services rendered to the Utilities Director monthly in accordance with actual progress of the work on each work item. The invoices shall be in a format satisfactory to the Utilities Director. Payment will be made following the first eligible Broken Arrow Municipal Authority meeting occurring after the date on the invoice.

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

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

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

The foregoing Professional Services Contract supersedes all previous negotiations and may not be modified except by a written order executed by the parties hereto.



City of Broken Arrow

Request for Action

File #: 19-717, **Version:** 1

Broken Arrow Municipal Authority
Meeting of: 06-03-2019

Title:

Award the lowest responsible bid for the Base Bid and Additive Alternate No. 1 to Belt Construction, Inc. and approve and authorize execution of a construction contract for the County Line Trunk Sewer - Phase 1 (Project No. S.1609)

Background:

Professional Engineering Consultants, P.A., (PEC) was retained by BAMA to design the referenced project. The existing County Line Trunk Sewer from the Lynn Lane Wastewater Treatment Plant north to Washington Street is in need of replacement due to the deteriorated condition of the pipeline and inadequate capacity for future growth. Oklahoma Department of Environmental Quality Consent Orders have been issued for this line in the past. The current Consent Order requires that BAMA complete construction of the new pipeline by September 1, 2020. This project originally bid on February 26, 2019 but was not awarded due to the bids being higher than the available money. Some changes to the design were made and the project was re-bid.

The proposed project includes the construction of approximately 5,300 feet of 60-inch, 9,400 feet of 54-inch, and 4,100 feet of 48-inch gravity sanitary sewer interceptor pipelines along and near Broken Arrow Creek and 23rd Street, with new manholes and creek crossing structures. Also included is miscellaneous site work, including but not limited to tree clearing, bypass pumping of sewage, reconnection of service lines, seeding, sodding, and bank stabilization. The Base Bid includes construction from the Lynn Lane Wastewater Treatment Plant (LL WWTP) north to the south side of the Creek Turnpike. Additive Alternate No. 1 includes construction north from this point terminating at a connection to the existing pipeline approximately 900 feet north of Florence Street.

The project was advertised for bids on April 23 and 30, 2019. A mandatory pre-bid meeting was held on May 8, 2019. Bids were opened on May 23, 2019 and five (5) bids were received. The Certified Bid Tabulation is attached. The bids submitted were composed of the Base Bid and Additive Alternate No. 1. The lowest responsible bidder was Belt Construction, Inc., with a Base Bid of \$12,877,274.25 and an Additive Alternate No. 1 bid of \$3,170,841.61, for a Total Bid (Base Bid + Additive Alternate No. 1) of \$16,048,115.86. The engineer's cost estimate was \$15,232,241.48 for the Base Bid and \$3,836,009.50 for Additive Alternate no. 1 for a Total (Base Bid + Additive Alternate no. 1) of \$19,068,250.98.

[Funding for this project is Oklahoma Water Resources Board loans and BAMA funds. Staff intends to seek a reimbursement resolution to be placed before the Authority prior to the expenditure of any BAMA funds.](#)

Cost: \$16,048,115.86

Funding Source: Oklahoma Water Resources Board loans FAP-17-0004-L, FAP-19-0001-L, and BAMA

File #: 19-717, **Version:** 1

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

Approved By: City Manager Office

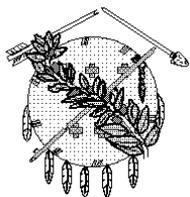
Attachments: Certified Bid Tabulation

Recommendation:

Award the lowest responsible bid for the Base Bid and Additive Alternate No. 1 to Belt Construction, Inc., and approve and authorize execution of a construction contract for the County Line Trunk Sewer - Phase 1

BID TABULATION
 COUNTY LINE TRUNK SEWER - PHASE 1
 PROJECT NO. S.1609 BID NO. 19.167
 BID OPENING: MAY 23, 2019, 2:00 P.M., CITY OF BROKEN ARROW OPERATIONS OFFICE BUILDING

ITEM NO.	SPECIFICATION	DESCRIPTION	UNIT	QTY	Engineer's Estimate		Belt Construction, Inc.		Excel Aircraft, L.L.C. dba Excel Trenching		Timber Wolf Excavating, L.L.C.		S.J. Louis Construction Of Texas, Ltd.		McGuire Brothers Construction, Inc.	
					UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	BA 301	Mobilization/Demobilization	LS	1	\$ 367,500.00	\$ 367,500.00	\$ 218,000.00	\$ 218,000.00	\$ 150,000.00	\$ 150,000.00	\$ 115,000.00	\$ 115,000.00	\$ 160,000.00	\$ 160,000.00	\$ 300,928.60	\$ 300,928.60
2	BA 302	As-Built Drawings	LS	1	\$ 5,250.00	\$ 5,250.00	\$ 6,540.00	\$ 6,540.00	\$ 5,000.00	\$ 5,000.00	\$ 8,500.00	\$ 8,500.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00
3	BA 310	Site Clearing and Restoration of Easement & Rights of Way	LS	1	\$ 52,500.00	\$ 52,500.00	\$ 87,200.00	\$ 87,200.00	\$ 6,000.00	\$ 6,000.00	\$ 35,600.00	\$ 35,600.00	\$ 25,000.00	\$ 25,000.00	\$ 45,000.00	\$ 45,000.00
4		Mowing of Easement & Rights of Way	LS	1	\$ 21,000.00	\$ 21,000.00	\$ 67,035.00	\$ 67,035.00	\$ 6,000.00	\$ 6,000.00	\$ 58,540.00	\$ 58,540.00	\$ 15,000.00	\$ 15,000.00	\$ 22,000.00	\$ 22,000.00
5	ODOT 642	Contractor Construction Staking, Level II	LS	1	\$ 42,000.00	\$ 42,000.00	\$ 70,373.00	\$ 70,373.00	\$ 60,000.00	\$ 60,000.00	\$ 20,000.00	\$ 20,000.00	\$ 28,000.00	\$ 28,000.00	\$ 45,000.00	\$ 45,000.00
6	ODOT 880	Construction Traffic Control	LS	1	\$ 10,500.00	\$ 10,500.00	\$ 43,600.00	\$ 43,600.00	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 6,000.00	\$ 6,000.00
7	ODOT 221 / 01 57 13	Temporary Sediment Control	LS	1	\$ 63,000.00	\$ 63,000.00	\$ 81,750.00	\$ 81,750.00	\$ 20,000.00	\$ 20,000.00	\$ 48,500.00	\$ 48,500.00	\$ 45,000.00	\$ 45,000.00	\$ 60,000.00	\$ 60,000.00
8	ODOT 220	Stormwater Pollution Prevention Plan Management	LS	1	\$ 10,500.00	\$ 10,500.00	\$ 70,850.00	\$ 70,850.00	\$ 1,000.00	\$ 1,000.00	\$ 10,500.00	\$ 10,500.00	\$ 5,000.00	\$ 5,000.00	\$ 60,000.00	\$ 60,000.00
9	ODOT 619	Demolition and Removal of Structures and Obstructions	LS	1	\$ 21,000.00	\$ 21,000.00	\$ 175,490.00	\$ 175,490.00	\$ 6,000.00	\$ 6,000.00	\$ 68,500.00	\$ 68,500.00	\$ 210,000.00	\$ 210,000.00	\$ 30,000.00	\$ 30,000.00
10	ODOT 619	Remove and Salvage Misc. Apparatuses	LS	1	\$ 10,500.00	\$ 10,500.00	\$ 43,600.00	\$ 43,600.00	\$ 6,000.00	\$ 6,000.00	\$ 4,000.00	\$ 4,000.00	\$ 15,000.00	\$ 15,000.00	\$ 30,000.00	\$ 30,000.00
11	31 10 00	Forestry & Tree Clearing	LS	1	\$ 262,500.00	\$ 262,500.00	\$ 359,177.00	\$ 359,177.00	\$ 386,000.00	\$ 386,000.00	\$ 348,500.00	\$ 348,500.00	\$ 100,000.00	\$ 100,000.00	\$ 300,000.00	\$ 300,000.00
12	33 01 30	Bypass Pumping	LS	1	\$ 787,500.00	\$ 787,500.00	\$ 1,427,900.00	\$ 1,427,900.00	\$ 837,500.00	\$ 837,500.00	\$ 3,857,994.00	\$ 3,857,994.00	\$ 775,000.00	\$ 775,000.00	\$ 300,000.00	\$ 300,000.00
13		Project Sign	EA	3	\$ 1,837.50	\$ 5,512.50	\$ 3,270.00	\$ 9,810.00	\$ 1,000.00	\$ 3,000.00	\$ 3,500.00	\$ 10,500.00	\$ 800.00	\$ 2,400.00	\$ 1,000.00	\$ 3,000.00
14	33 31 00	48" Sanitary Sewer Pipe, (Open Cut)	LF	150.9	\$ 577.50	\$ 87,144.75	\$ 349.40	\$ 52,724.46	\$ 613.00	\$ 92,501.70	\$ 382.00	\$ 57,643.80	\$ 774.00	\$ 116,796.60	\$ 792.00	\$ 119,512.80
15	33 31 00	54" Sanitary Sewer Pipe, (Open Cut)	LF	9401.2	\$ 551.25	\$ 5,182,411.50	\$ 358.95	\$ 3,374,560.74	\$ 661.00	\$ 6,214,193.20	\$ 469.00	\$ 4,409,162.80	\$ 822.00	\$ 7,727,786.40	\$ 843.00	\$ 7,925,211.60
16	33 31 00	60" Sanitary Sewer Pipe, (Open Cut)	LF	5300.5	\$ 682.50	\$ 3,617,591.25	\$ 390.80	\$ 2,071,435.40	\$ 723.00	\$ 3,832,261.50	\$ 641.50	\$ 3,400,270.75	\$ 860.00	\$ 4,558,430.00	\$ 899.00	\$ 4,765,149.50
17	33 01 31	Sanitary Sewer Cleaning & Camera Inspection (42")	LF	1148.7	\$ 26.25	\$ 30,153.38	\$ 6.50	\$ 7,466.55	\$ 15.00	\$ 17,230.50	\$ 85.00	\$ 97,639.50	\$ 20.00	\$ 22,974.00	\$ 10.00	\$ 11,487.00
18	BA 330 / BA 540	Concrete Encasement for 60" Sanitary Sewer Pipe	LF	423	\$ 525.00	\$ 222,075.00	\$ 872.00	\$ 368,856.00	\$ 473.00	\$ 200,079.00	\$ 420.00	\$ 177,660.00	\$ 360.00	\$ 152,280.00	\$ 350.00	\$ 148,050.00
19	BA 330 / BA 540	Concrete Encasement for 54" Sanitary Sewer Pipe	LF	270	\$ 420.00	\$ 113,400.00	\$ 872.00	\$ 235,440.00	\$ 463.00	\$ 125,010.00	\$ 400.00	\$ 108,000.00	\$ 330.00	\$ 89,100.00	\$ 340.00	\$ 91,800.00
20	33 05 24 / BA 314	Boring and Steel Encasement for 60" Sanitary Sewer Pipe	LF	165	\$ 2,205.00	\$ 363,825.00	\$ 1,491.00	\$ 246,015.00	\$ 1,700.00	\$ 280,500.00	\$ 2,290.00	\$ 377,850.00	\$ 1,873.00	\$ 309,045.00	\$ 3,500.00	\$ 577,500.00
21	33 05 24 / BA 314	Boring and Steel Encasement for 54" Sanitary Sewer Pipe	LF	204	\$ 2,100.00	\$ 428,400.00	\$ 1,463.00	\$ 298,452.00	\$ 1,557.00	\$ 317,628.00	\$ 2,150.00	\$ 438,600.00	\$ 1,653.00	\$ 337,212.00	\$ 3,400.00	\$ 693,600.00
22	BA 511	4" Dia. Precast Manhole (6' depth)	EA	3	\$ 5,250.00	\$ 15,750.00	\$ 7,903.00	\$ 23,709.00	\$ 3,200.00	\$ 9,600.00	\$ 3,200.00	\$ 9,600.00	\$ 5,300.00	\$ 15,900.00	\$ 3,000.00	\$ 9,000.00
23	BA 511	4" Dia. Precast Manhole (VF/MH over 6' depth)	VF	30	\$ 168.00	\$ 5,040.00	\$ 164.00	\$ 4,920.00	\$ 150.00	\$ 4,500.00	\$ 450.00	\$ 13,500.00	\$ 120.00	\$ 3,600.00	\$ 200.00	\$ 6,000.00
24	33 31 02	8" Dia. FRP Manhole (6' depth)	EA	38	\$ 31,500.00	\$ 1,197,000.00	\$ 20,878.00	\$ 793,364.00	\$ 16,000.00	\$ 608,000.00	\$ 18,143.00	\$ 689,434.00	\$ 25,600.00	\$ 972,800.00	\$ 35,000.00	\$ 1,330,000.00
25	33 31 02	8" Dia. FRP Manhole (6' depth) with Outside Drop	EA	2	\$ 34,125.00	\$ 68,250.00	\$ 22,513.00	\$ 45,026.00	\$ 20,000.00	\$ 40,000.00	\$ 23,675.00	\$ 47,350.00	\$ 32,400.00	\$ 64,800.00	\$ 38,000.00	\$ 76,000.00
26	33 31 02	8" Dia. FRP Manhole (VF/MH over 6' depth)	VF	406.5	\$ 420.00	\$ 170,730.00	\$ 480.00	\$ 195,120.00	\$ 250.00	\$ 101,625.00	\$ 385.00	\$ 156,502.50	\$ 240.00	\$ 97,560.00	\$ 650.00	\$ 264,225.00
27	33 31 02	10" Dia. FRP Manhole (6' depth)	EA	5	\$ 38,850.00	\$ 194,250.00	\$ 30,503.00	\$ 152,515.00	\$ 22,800.00	\$ 114,000.00	\$ 30,530.00	\$ 152,650.00	\$ 37,500.00	\$ 187,500.00	\$ 38,000.00	\$ 190,000.00
28	33 31 02	10" Dia. FRP Manhole (6' depth) with Outside Drop	EA	4	\$ 41,475.00	\$ 165,900.00	\$ 31,593.00	\$ 126,372.00	\$ 26,200.00	\$ 104,800.00	\$ 34,644.00	\$ 138,576.00	\$ 43,000.00	\$ 172,000.00	\$ 41,000.00	\$ 164,000.00
29	33 31 02	10" Dia. FRP Manhole (VF/MH over 6' depth)	VF	108.1	\$ 472.50	\$ 51,077.25	\$ 650.00	\$ 70,265.00	\$ 410.00	\$ 44,321.00	\$ 500.00	\$ 54,050.00	\$ 396.00	\$ 42,807.60	\$ 800.00	\$ 86,480.00
30	33 31 02	FRP Manhole Stubout (Field Installed) (8")	EA	3	\$ 2,625.00	\$ 7,875.00	\$ 2,180.00	\$ 6,540.00	\$ 2,500.00	\$ 7,500.00	\$ 4,000.00	\$ 12,000.00	\$ 1,200.00	\$ 3,600.00	\$ 1,500.00	\$ 4,500.00
31		8" PVC Sanitary Sewer Pipe	LF	60	\$ 84.00	\$ 5,040.00	\$ 225.00	\$ 13,500.00	\$ 60.00	\$ 3,600.00	\$ 95.00	\$ 5,700.00	\$ 40.00	\$ 2,400.00	\$ 150.00	\$ 9,000.00
32		8" PVC Sanitary Sewer Cap	EA	3	\$ 136.50	\$ 409.50	\$ 1,090.00	\$ 3,270.00	\$ 100.00	\$ 300.00	\$ 850.00	\$ 2,550.00	\$ 100.00	\$ 300.00	\$ 160.00	\$ 480.00
33	02 42 13	Sanitary Sewer Pipe Abandonment (18")	LF	1334	\$ 13.65	\$ 18,209.10	\$ 32.70	\$ 43,621.80	\$ 11.00	\$ 14,674.00	\$ 16.50	\$ 22,011.00	\$ 15.00	\$ 20,010.00	\$ 13.00	\$ 17,342.00
34	02 42 13	Sanitary Sewer Pipe Abandonment (27")	LF	3446	\$ 26.25	\$ 90,457.50	\$ 38.15	\$ 131,464.90	\$ 24.00	\$ 82,704.00	\$ 32.00	\$ 110,272.00	\$ 25.00	\$ 86,150.00	\$ 26.00	\$ 89,596.00
35	02 42 13	Sanitary Sewer Pipe Abandonment (42")	LF	390	\$ 60.90	\$ 23,751.00	\$ 43.60	\$ 17,004.00	\$ 54.00	\$ 21,060.00	\$ 83.00	\$ 32,370.00	\$ 60.00	\$ 23,400.00	\$ 60.00	\$ 23,400.00
36	02 42 13	Sanitary Sewer Manhole Abandonment	EA	3	\$ 1,575.00	\$ 4,725.00	\$ 3,815.00	\$ 11,445.00	\$ 1,700.00	\$ 5,100.00	\$ 6,500.00	\$ 19,500.00	\$ 1,500.00	\$ 4,500.00	\$ 2,000.00	\$ 6,000.00
37	BA 514	Reconnect Existing 8" SS Main	EA	2	\$ 2,100.00	\$ 4,200.00	\$ 3,270.00	\$ 6,540.00	\$ 1,000.00	\$ 2,000.00	\$ 6,500.00	\$ 13,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,800.00	\$ 3,600.00
38	BA 514	Reconnect Existing 18" SS Main	EA	5	\$ 3,150.00	\$ 15,750.00	\$ 4,360.00	\$ 21,800.00	\$ 1,600.00	\$ 8,000.00	\$ 9,500.00	\$ 47,500.00	\$ 5,000.00	\$ 25,000.00	\$ 3,500.00	\$ 17,500.00
39	BA 514	Temporary Seeding	AC	31.8	\$ 892.50	\$ 28,381.50	\$ 1,090.00	\$ 34,662.00	\$ 1,100.00	\$ 34,980.00	\$ 2,500.00	\$ 79,500.00	\$ 400.00	\$ 12,720.00	\$ 500.00	\$ 15,900.00
40	BA 514	Permanent Seeding	AC	25.1	\$ 2,310.00	\$ 57,981.00	\$ 1,417.00	\$ 35,567.00	\$ 1,600.00	\$ 40,160.00	\$ 2,500.00	\$ 62,750.00	\$ 1,200.00	\$ 30,120.00	\$ 500.00	\$ 12,500.00
41	32 92 00	Sodding	AC	5	\$ 15,750.00	\$ 78,750.00	\$ 25,070.00	\$ 125,350.00	\$ 14,520.00	\$ 72,600.00	\$ 10,500.00	\$ 52,500.00	\$ 15,000.00	\$ 75,000.00	\$ 11,000.00	\$ 55,000.00
42	31 20 00 / 31 37 00	Bank Stabilization	SY	8541	\$ 131.25	\$ 1,121,006.25	\$ 165.70	\$ 1,415,243.70	\$ 100.00	\$ 854,100.00	\$ 42.00	\$ 358,722.00	\$ 153.00	\$ 1,306,773.00	\$ 75.00	\$ 640,575.00
43	BA 316	Remove and Replace Aggregate Surface	SY	30	\$ 31.50	\$ 945.00	\$ 65.00	\$ 1,950.00	\$ 12.00	\$ 360.00	\$ 25.00	\$ 750.00	\$ 15.00	\$ 450.00	\$ 15.00	\$ 450.00
44		Owner Allowance	ALLOW	1	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00
45		Seasonal Mowing of Easement & Rights of Way	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 81,750.00	\$ 81,750.00	\$ 9,000.00	\$ 9,000.00	\$ 20,000.00	\$ 20,000.00	\$ 1.00	\$ 1.00	\$ 15,000.00	\$ 15,000.00
BASE BID TOTAL:						\$15,232,241.48		\$12,877,274.25		\$14,953,887.90		\$15,975,498.35		\$18,057,415.60		\$18,775,837.50
ADDITIVE ALTERNATE NO. 1																
A1-1	BA 310	Site Clearing and Restoration of Easement & Rights of Way	LS	1	\$ 31,500.00	\$ 31,500.00	\$ 87,200.00	\$ 87,200.00	\$ 6,000.00	\$ 6,000.00	\$ 29,500.00	\$ 29,500.00	\$ 25,000.00	\$ 25,000.00	\$ 15,000.00	\$ 15,000.00
A1-2		Mowing of Easement & Rights of Way	LS	1	\$ 10,500.00	\$ 10,500.00	\$ 28,885.00	\$ 28,885.00	\$ 6,000.00	\$ 6,000.00	\$ 14,000.00	\$ 14,000.00	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00
A1-3	ODOT 642	Construction Traffic Control	LS	1	\$ 10,500.00	\$ 10,500.00	\$ 49,050.00	\$ 49,050.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
A1																



City of Broken Arrow

Request for Action

File #: 18-1439, Version: 1

FUND	020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
12/19/2018	11684	COX MCLAIN ENVIRONMENTAL CONSU	PI 3411	22700100101F	020-5415-435.70-16		2,484.23	
					12/19/2018 TOTAL -		2,484.23	
					CUMULATIVE TOTAL -		2,484.23	
1/23/2019	120	CINTAS CORPORATION	PI 3461	5012843511	020-5100-437.60-23		32.51	
					1/23/2019 TOTAL -		32.51	
					CUMULATIVE TOTAL -		2,516.74	
2/27/2019	7407	PROFESSIONAL ENGINEERING CONSU	PI 3462	519397	020-5415-435.70-16		7,023.90	
					2/27/2019 TOTAL -		7,023.90	
					CUMULATIVE TOTAL -		9,540.64	
3/11/2019	11224	BERRY DUNN MENEIL & PARKER LLC	PI 3419	379111	020-1700-419.70-19		1,020.00	
					3/11/2019 TOTAL -		1,020.00	
					CUMULATIVE TOTAL -		10,560.64	
3/26/2019	9129	PROSOURCE OF TULSA LLC	PI 3212	CG911430	020-0503-415.70-15		331.20	
					3/26/2019 TOTAL -		331.20	
					CUMULATIVE TOTAL -		10,891.84	
4/22/2019	8679	CORE & MAIN	PI 3425	K404060	020-5410-435.60-45		25.00	
					4/22/2019 TOTAL -		25.00	
					CUMULATIVE TOTAL -		10,916.84	
4/24/2019	327	HACH COMPANY	PI 3085	11439019	020-5410-435.60-34		614.62	
					4/24/2019 TOTAL -		614.62	
					CUMULATIVE TOTAL -		11,531.46	
4/25/2019	244	GREEN ACRE SOD FARMS DBA	PI 3155	113214	020-5400-434.60-80		75.00	
4/25/2019	734	WNFIELD SOLUTIONS, LLC	PI 3306	63048948	020-0000-141.00-00		1,568.25	
4/25/2019	9846	EVANS HYDRAULIC REPAIR	PI 3326	7199	020-5125-436.40-20		865.00	
					4/25/2019 TOTAL -		2,508.25	
					CUMULATIVE TOTAL -		14,039.71	
4/26/2019	37	ANCHOR STONE CO	PI 3214	190959209	020-5305-438.60-27		451.01	
4/26/2019	244	GREEN ACRE SOD FARMS DBA	PI 3156	113215	020-5400-434.60-80		75.00	
			PI 3157	113229	020-5305-438.60-27		150.00	
			PI 3158	113230	020-5415-435.60-27		75.00	
					4/26/2019 TOTAL -		751.01	
					CUMULATIVE TOTAL -		14,790.72	
4/29/2019	8019	HDR, INC	PI 3422	1200186227	020-5410-435.70-16		7,596.78	
			PI 3423	1200186228	020-5410-435.70-16		7,596.78	
			PI 3424	1200186229	020-5405-434.70-16		10,018.54	
					4/29/2019 TOTAL -		25,212.10	
					CUMULATIVE TOTAL -		40,002.82	
5/01/2019	42	ARROW SAFE AND LOCK INC	PI 3133	73283	020-5100-437.60-18		124.95	
5/01/2019	327	HACH COMPANY	PI 3093	11449427	020-5410-435.60-34		409.17	
5/01/2019	1634	IMPROVED CONSTRUCTION METHODS	PI 3153	41000258	020-0000-141.00-00		598.50	
5/01/2019	5371	PREMIER TRUCK GROUP	PI 3337	125268811	020-5125-436.60-20		180.09	
					5/01/2019 TOTAL -		1,312.71	
					CUMULATIVE TOTAL -		41,315.53	

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
	5/02/2019	244	GREEN ACRE SOD FARMS DBA	PI 3466	113370	020-5400-434.70-15	150.00
				PI 3467	113371	020-5400-434.60-80	75.00
	5/02/2019	2393	ABERDEEN DYNAMICS SUPPLY INC	PI 3148	1109280	020-5305-438.60-20	50.34
	5/02/2019	9569	TWIN CITIES READY MIX INC	PI 3297	1827720	020-5305-438.60-27	734.50
						5/02/2019 TOTAL -	1,009.84
						CUMULATIVE TOTAL -	42,325.37
	5/03/2019	244	GREEN ACRE SOD FARMS DBA	PI 3089	113268	020-5400-434.60-80	75.00
	5/03/2019	5410	UNITED RENTALS, INC	PI 3579	16779263002	020-5415-435.60-41	829.76
	5/03/2019	5941	LOWES	PI 3248	01751	020-5400-434.60-40	54.19
	5/03/2019	9569	TWIN CITIES READY MIX INC	PI 3299	182861	020-5305-438.60-27	282.00
						5/03/2019 TOTAL -	1,240.95
						CUMULATIVE TOTAL -	43,566.32
	5/06/2019	8	BRENNTAG SOUTHWEST INC	PI 3136	BSW096358	020-5404-434.60-34	2,683.29
	5/06/2019	90	NAPA AUTO PARTS	PI 3365	2210932891	020-0000-141.00-00	37.00
				PI 3366	2210932891	020-0000-141.00-00	49.38
				PI 3367	2210932891	020-0000-141.00-00	99.78
				PI 3368	2210932891	020-0000-141.00-00	58.77
	5/06/2019	244	GREEN ACRE SOD FARMS DBA	PI 3090	113276	020-5400-434.60-80	75.00
	5/06/2019	5941	LOWES	PI 3162	01654	020-5400-434.60-23	6.14
	5/06/2019	6955	GREENHILL MATERIALS	PI 3160	147441	020-5305-438.60-27	381.10
	5/06/2019	9569	TWIN CITIES READY MIX INC	PI 3301	182947	020-5305-438.60-27	166.00
						5/06/2019 TOTAL -	3,556.46
						CUMULATIVE TOTAL -	47,122.78
	5/07/2019	92	WHITE STAR MACHINERY & SUPPLY	PI 3369	07200429	020-0000-141.00-00	121.09
	5/07/2019	452	GELCO UNIFORMS & SHOES INC	PI 3184	00243976	020-5410-435.60-10	125.00
	5/07/2019	5941	LOWES	PI 3163	12793	020-5400-434.60-23	42.62
						5/07/2019 TOTAL -	288.71
						CUMULATIVE TOTAL -	47,411.49
	5/08/2019	181	GNC CONCRETE PRODUCTS INC	PI 3150	75597	020-5400-434.70-15	118.32
	5/08/2019	5941	LOWES	PI 3164	02035	020-5400-434.60-23	45.30
	5/08/2019	6955	GREENHILL MATERIALS	PI 3161	147578	020-5305-438.60-27	265.75
	5/08/2019	11376	ENLOW AND SONS EQUIPMENT	PI 3080	050819	020-0000-141.00-00	25.00
						5/08/2019 TOTAL -	454.37
						CUMULATIVE TOTAL -	47,865.86
	5/09/2019	47	AUTOMATIC ENGINEERING INC	PI 3459	5450891	020-5415-435.40-28	12,915.00
	5/09/2019	90	NAPA AUTO PARTS	PI 3372	2210933162	020-0000-141.00-00	59.26
				PI 3373	2210933162	020-0000-141.00-00	84.20
	5/09/2019	181	GNC CONCRETE PRODUCTS INC	PI 3128	75604	020-5305-438.70-15	10,280.00
	5/09/2019	240	GRAINGER	PI 3151	9170432414	020-5405-434.60-45	225.00
	5/09/2019	244	GREEN ACRE SOD FARMS DBA	PI 3468	113372	020-5400-434.70-15	75.00
				PI 3469	113373	020-5400-434.70-15	75.00
	5/09/2019	5941	LOWES	PI 3166	01235	020-5305-438.60-23	77.88
				PI 3252	11539	020-5415-435.60-23	13.04
	5/09/2019	6955	GREENHILL MATERIALS	PI 3091	147603	020-5305-438.60-27	275.84
	5/09/2019	8679	CORE & MAIN	PI 3078	K353896	020-0000-141.00-00	3,470.00
	5/09/2019	9569	TWIN CITIES READY MIX INC	PI 3303	183124	020-5400-434.60-27	83.00

FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
020 BAMA	5/09/2019	9717	MOBILE W RELESS LLC	PI 3344	3218	020-5405-434.70-17	625.00
	5/09/2019	9784	EUROFINS EATON ANALYTICAL INC	PI 3096	LO451009	020-5405-434.30-34	400.00
						5/09/2019 TOTAL -	28,658.22
						CUMULATIVE TOTAL -	76,524.08
	5/10/2019	90	NAPA AUTO PARTS	PI 3377	2210933279	020-0000-141.00-00	20.60
				PI 3378	2210933279	020-0000-141.00-00	10.70
				PI 3379	2210933279	020-0000-141.00-00	27.47
				PI 3537	2210933230	020-5125-436.60-20	41.39
				PI 3538	2210933231	020-5305-438.60-20	273.93
5/10/2019	178		TIMMONS OIL COMPANY INC	PI 3198	W 09570	020-0000-141.00-00	248.40
5/10/2019	225		SUMMIT TRUCK GROUP	PI 3442	411183324	020-5125-436.60-20	156.44
5/10/2019	240		GRAINGER	PI 3112	9171903215	020-5415-435.60-41	79.34
5/10/2019	244		GREEN ACRE SOD FARMS DBA	PI 3470	113374	020-5400-434.70-15	300.00
				PI 3471	113375	020-5400-434.70-15	150.00
5/10/2019	403		MAXWELL SUPPLY OF TULSA INC	PI 3370	488515	020-0000-141.00-00	754.80
5/10/2019	5936		CONTINENTAL BATTERY CO	PI 3119	10930509191453	020-0000-141.00-00	309.00
5/10/2019	5941		LOWES	PI 3173	02351	020-5305-438.60-23	83.86
				PI 3257	13345	020-5415-435.60-23	12.09
5/10/2019	7835		UNITED ROTARY BRUSH CORP.	PI 3374	CI 235445	020-0000-141.00-00	129.41
5/10/2019	8629		PROMOMAN	PI 3364	19506	020-0000-141.00-00	2,291.00
5/10/2019	9569		TWIN CITIES READY MIX INC	PI 3304	183201	020-5305-438.60-27	809.25
5/10/2019	9973		KUBOTA CENTER EAST TULSA	PI 3375	P22268	020-0000-141.00-00	90.69
				PI 3376	P22268	020-0000-141.00-00	86.05
5/10/2019	10233		PETROLEUM TRADERS CORP	PI 3371	1400637	020-0000-141.00-00	14,136.19
						5/10/2019 TOTAL -	20,010.61
						CUMULATIVE TOTAL -	96,534.69
	5/11/2019	420	APAC-CENTRAL, INC	PI 3493	7001235053	020-5305-438.60-27	223.47
	5/11/2019	5410	UNITED RENTALS, INC	PI 3580	168450680002	020-5405-434.60-23	40.00
						5/11/2019 TOTAL -	263.47
						CUMULATIVE TOTAL -	96,798.16
	5/13/2019	4	ACCURATE FIRE EQUIP CO INC	PI 3079	591796	020-0000-141.00-00	299.40
	5/13/2019	8	BRENNTAG SOUTHWEST INC	PI 3137	BSW097877	020-5410-435.60-34	1,708.63
	5/13/2019	60	BLOSS EQUIPMENT CO	PI 3082	94806	020-0000-141.00-00	47.92
	5/13/2019	90	NAPA AUTO PARTS	PI 3200	2210933426	020-0000-141.00-00	21.93
				PI 3201	2210933426	020-0000-141.00-00	9.64
				PI 3203	2210933481	020-0000-141.00-00	120.43
				PI 3204	2210933481	020-0000-141.00-00	2.74
				PI 3205	2210933481	020-0000-141.00-00	18.61
				PI 3274	2210933478	020-5115-437.60-20	52.02
				PI 3276	2210933500	020-5115-437.60-20	9.00
5/13/2019	120		CINTAS CORPORATION	PI 3107	5013720950	020-5120-437.60-23	215.22
				PI 3108	5013720950	020-5130-437.60-23	74.30
5/13/2019	179		TRANS CONTINENTAL SUPPLY INC	PI 3193	1035577	020-0000-141.00-00	79.80
				PI 3194	1035577	020-0000-141.00-00	241.20
				PI 3195	1035576	020-0000-141.00-00	168.80
				PI 3196	1035576	020-0000-141.00-00	228.18
5/13/2019	240		GRAINGER	PI 3113	9173649048	020-5405-434.60-45	347.88
				PI 3360	9174589444	020-5400-434.60-23	173.55

FUND	020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
5/13/2019		244		GREEN ACRE SOD FARMS DBA	PI 3361	9174589444	020-5400-434.60-23	127.67
					PI 3472	113338	020-5400-434.70-15	300.00
					PI 3473	113339	020-5400-434.70-15	300.00
					PI 3474	113430	020-5400-434.60-80	150.00
					PI 3475	113447	020-5400-434.60-80	150.00
5/13/2019		610		TOMCO- HARVEL I ND. I NC.	PI 3192	227102	020-0000-141.00-00	1,897.50
5/13/2019		1409		SMI TH FARM & GARDEN CO	PI 3197	843337	020-0000-141.00-00	582.80
					PI 3202	843339	020-0000-141.00-00	137.65
5/13/2019		1530		I NDUSTRI AL WELDI NG & TOOLS SUP	PI 3191	34869634	020-0000-141.00-00	997.00
5/13/2019		4311		UNI TED FORD	PI 3285	3311101	020-5125-436.60-20	93.07
5/13/2019		5410		UNI TED RENTALS, I NC	PI 3581	168931086001	020-5415-435.60-41	4,731.08
					PI 3582	169168706001	020-5410-435.60-41	2,384.33
5/13/2019		5936		CONTI NENTAL BATTERY CO	PI 3081	109305101914	020-0000-141.00-00	814.08
5/13/2019		5941		LOWES	PI 3174	01183	020-5305-438.60-23	53.90
					PI 3258	02122/	020-5405-434.60-23	81.32
5/13/2019		6955		GREENHI LL MATERI ALS	PI 3489	147768	020-5305-438.60-27	401.74
5/13/2019		7304		BI G RED FASTENERS	PI 3118	181626	020-0000-141.00-00	1,951.00
5/13/2019		8539		ALL MAI NTENANCE SUPPLY I NC	PI 3120	8032201	020-0000-141.00-00	80.80
5/13/2019		8679		CORE & MAI N	PI 3308	K504156	020-0000-141.00-00	1,443.00
					PI 3336	K408399	020-5415-435.40-29	650.00
5/13/2019		9892		GOODYEAR COMMERC I AL TI RE	PI 3083	2541013758	020-0000-141.00-00	315.08
5/13/2019		10077		GULBRANSEN TECHNOLOGI ES I NC	PI 3095	91041713	020-5405-434.60-34	12,133.34
5/13/2019		10233		PETROLEUM TRADERS CORP	PI 3199	1401765	020-0000-141.00-00	16,115.53
							5/13/2019 TOTAL -	49,692.14
							CUMULATI VE TOTAL -	146,490.30
5/14/2019		60		BLOSS EQUI PMENT CO	PI 3309	94910	020-0000-141.00-00	90.03
5/14/2019		74		BROKEN ARROW LAWN & GARDEN	PI 3140	10755	020-5305-438.60-23	60.88
5/14/2019		90		NAPA AUTO PARTS	PI 3206	2210933530	020-0000-141.00-00	59.38
					PI 3380	2210933587	020-0000-141.00-00	7.61
					PI 3381	2210933587	020-0000-141.00-00	38.98
					PI 3382	2210933587	020-0000-141.00-00	31.97
5/14/2019		244		GREEN ACRE SOD FARMS DBA	PI 3476	113345	020-5400-434.70-15	300.00
					PI 3477	113346	020-5400-434.70-15	300.00
					PI 3478	113431	020-5400-434.60-80	75.00
5/14/2019		327		HACH COMPANY	PI 3094	11466032	020-5410-435.60-34	457.70
5/14/2019		1409		SMI TH FARM & GARDEN CO	PI 3236	843488	020-0000-141.00-00	121.74
					PI 3291	843489	020-5305-438.60-20	45.54
5/14/2019		4311		UNI TED FORD	PI 3286	3311804	020-5305-438.60-20	196.11
5/14/2019		5941		LOWES	PI 3259	01505	020-5405-434.60-23	6.94
5/14/2019		6955		GREENHI LL MATERI ALS	PI 3490	147859	020-5305-438.60-27	92.95
5/14/2019		9089		YELLOWHOUSE MACHI NERY CO	PI 3443	430128	020-5400-434.60-20	830.06
							5/14/2019 TOTAL -	2,714.89
							CUMULATI VE TOTAL -	149,205.19
5/15/2019		4		ACCURATE FI RE EQUI P CO I NC	PI 3084	591860	020-0000-141.00-00	299.40
5/15/2019		90		NAPA AUTO PARTS	PI 3208	2210933696	020-0000-141.00-00	123.50
					PI 3209	2210933696	020-0000-141.00-00	194.54
					PI 3542	2210933627	020-5125-436.60-20	14.99
					PI 3543	2210933630	020-5125-436.60-20	16.04
					PI 3544	2210933635	020-5125-436.60-20	81.77

FUND	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
020 BAMA	5/15/2019	176	TI MMONS OIL COMPANY INC	PI 3207	W 09608	020-0000-141.00-00	240.40
	5/15/2019	225	SUMMIT TRUCK GROUP	PI 3383	411183569	020-0000-141.00-00	155.43
				PI 3384	411183578	020-0000-141.00-00	163.92
	5/15/2019	244	GREEN ACRE SOD FARMS DBA	PI 3479	113349	020-5400-434.60-80	150.00
				PI 3480	113432	020-5400-434.60-80	75.00
				PI 3481	113433	020-5400-434.70-15	300.00
				PI 3482	113434	020-5400-434.70-15	300.00
	5/15/2019	397	LS INSTRUMENTS INC	PI 3154	85702	020-0000-141.00-00	145.00
	5/15/2019	452	GELCO UNIFORMS & SHOES INC	PI 3598	00244212	020-5406-434.60-10	118.99
	5/15/2019	890	B & M OIL COMPANT - TULSA	PI 3121	0182088	020-0000-141.00-00	77.98
	5/15/2019	5823	B&H PHOTO	PI 3340	158027012	020-5415-435.60-31	333.18
				PI 3341	158037339	020-5415-435.60-31	189.67
	5/15/2019	5941	LOWES	PI 3262	01844/	020-5415-435.60-41	24.83
				PI 3264	13744	020-5415-435.60-41	24.83
				PI 3505	02407	020-5305-438.60-23	12.26
	5/15/2019	6656	SOUTH EAST AUTO TRIM INC.	PI 3225	57066	020-5305-438.60-20	361.00
	5/15/2019	6955	GREENHILL MATERIALS	PI 3491	147952	020-5305-438.60-27	141.99
	5/15/2019	9700	ADVANCED INDUSTRIAL SOLUTIONS	PI 3122	251727	020-0000-141.00-00	215.64
				PI 3123	251727	020-0000-141.00-00	655.76
				PI 3124	251727	020-0000-141.00-00	297.84
	5/15/2019	10010	PSI WATER TECHNOLOGIES INC	PI 3231	INV0003307	020-5405-434.60-45	2,648.39
						5/15/2019 TOTAL -	7,360.35
						CUMULATIVE TOTAL -	156,565.54
	5/16/2019	90	NAPA AUTO PARTS	PI 3397	2210933797	020-0000-141.00-00	75.09
				PI 3398	2210933797	020-0000-141.00-00	28.53
				PI 3399	2210933797	020-0000-141.00-00	38.32
				PI 3547	2210933737	020-5415-435.60-23	7.39
				PI 3553	2210933817	020-5305-438.60-20	10.99
	5/16/2019	244	GREEN ACRE SOD FARMS DBA	PI 3483	113435	020-5400-434.70-15	75.00
				PI 3484	113448	020-5400-434.60-80	75.00
	5/16/2019	287	PERFECTION EQUIPMENT	PI 3327	3015012283	020-5115-437.70-02	14,438.00
	5/16/2019	377	KIMS INTERNATIONAL	PI 3600	0112913	020-5415-435.60-20	36.96
	5/16/2019	4311	UNITED FORD	PI 3583	3313682	020-5400-434.60-20	63.26
	5/16/2019	5371	PREMIER TRUCK GROUP	PI 3235	125270414	020-5125-436.60-20	376.06
	5/16/2019	5941	LOWES	PI 3511	01082	020-5400-434.60-23	39.35
				PI 3513	02681	020-5400-434.60-23	24.69
	5/16/2019	8679	CORE & MAIN	PI 3076	K543760A	020-0000-141.00-00	7,175.00
				PI 3077	K543760B	020-0000-141.00-00	3,710.50
	5/16/2019	9089	YELLOWHOUSE MACHINERY CO	PI 3444	431006	020-5400-434.60-20	161.05
	5/16/2019	9569	TWIN CITIES READY MIX INC	PI 3612	183554	020-5305-438.60-27	2,075.00
				PI 3613	183554	020-5400-434.60-27	456.50
	5/16/2019	11010	TULSA SHEET METAL	PI 3227	10971	020-5405-434.60-23	136.00
						5/16/2019 TOTAL -	7,231.89
						CUMULATIVE TOTAL -	163,797.23
	5/17/2019	35	A & N TRAILER PARTS INC	PI 3328	00316308	020-5305-438.60-20	17.25
	5/17/2019	101	WELDON PARTS TULSA	PI 3576	228904800	020-5410-435.60-20	32.04
	5/17/2019	244	GREEN ACRE SOD FARMS DBA	PI 3485	113436	020-5415-435.60-27	75.00
				PI 3486	113438	020-5400-434.60-80	150.00
	5/17/2019	377	KIMS INTERNATIONAL	PI 3601	0112946	020-5305-438.60-20	124.19

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5/17/2019		1634		IMPROVED CONSTRUCTION METHODS	PI 3387	TU804648KP	020-0000-141.00-00	420.00
5/17/2019		4311		UNITED FORD	PI 3585	3313923	020-5305-438.60-20	15.89
					PI 3586	3314529	020-5120-437.60-20	147.89
5/17/2019		5941		LOWES	PI 3518	02893	020-5100-437.70-15	308.25
5/17/2019		9569		TWIN CITIES READY MIX INC	PI 3614	183686	020-5400-434.60-27	456.50
5/17/2019		9825		BIO-CHEM INDUSTRIES INC.	PI 3111	A4054OK	020-5410-435.60-34	1,653.60
5/17/2019		9892		GOODYEAR COMMERCIAL TIRE	PI 3307	2541013799	020-0000-141.00-00	2,008.27
					PI 3311	2541013798	020-0000-141.00-00	1,041.20
					PI 3312	2541013796	020-0000-141.00-00	4,577.86
					PI 3335	2541013799	020-5125-436.60-19	9.95
5/17/2019		9974		ALLIED CONTAINER SALES LLC	PI 3346	PF187875	020-5130-437.70-15	7,450.00
5/17/2019		10699		KUBOTA CENTER WEST TULSA	PI 3450	PI CPAK	020-5305-438.60-20	200.51
							5/17/2019 TOTAL -	18,688.40
							CUMULATIVE TOTAL -	182,485.63
5/20/2019		8		BRENNTAG SOUTHWEST INC	PI 3608	BSW99620	020-5405-434.60-34	5,459.82
					PI 3609	BSW99621	020-5405-434.60-34	843.63
					PI 3610	BSW99622	020-5405-434.60-34	865.00
5/20/2019		35		A & N TRAILER PARTS INC	PI 3329	0015364CM	020-5305-438.60-20	5.50
					PI 3330	00316389	020-5305-438.60-20	3.90
5/20/2019		90		NAPA AUTO PARTS	PI 3400	2210934069	020-0000-141.00-00	112.53
					PI 3401	2210934069	020-0000-141.00-00	14.65
					PI 3402	2210934111	020-0000-141.00-00	97.46
					PI 3403	2210934111	020-0000-141.00-00	119.38
					PI 3404	2210934111	020-0000-141.00-00	12.36
					PI 3405	2210934111	020-0000-141.00-00	64.20
					PI 3406	2210934111	020-0000-141.00-00	117.94
					PI 3559	2210934072	020-5410-435.60-45	157.49
5/20/2019		225		SUMMIT TRUCK GROUP	PI 3315	411183789	020-0000-141.00-00	154.34
					PI 3316	411183795	020-0000-141.00-00	84.20
5/20/2019		244		GREEN ACRE SOD FARMS DBA	PI 3487	113443	020-5400-434.70-15	225.00
					PI 3488	113444	020-5400-434.70-15	200.00
5/20/2019		408		MACS ELECTRIC SUPPLY COMPANY	PI 3342	C044877	020-5405-434.60-23	187.63
					PI 3343	C044878	020-5405-434.60-23	192.08
5/20/2019		1409		SMITH FARM & GARDEN CO	PI 3310	844379	020-0000-141.00-00	34.07
5/20/2019		5936		CONTINENTAL BATTERY CO	PI 3389	10930520190845	020-0000-141.00-00	551.11
					PI 3390	15320520191442	020-0000-141.00-00	66.72
5/20/2019		5941		LOWES	PI 3523	11917	020-5120-437.60-23	16.59
5/20/2019		6955		GREENHILL MATERIALS	PI 3492	148237	020-5305-438.60-27	307.98
5/20/2019		8601		CENTRAL STATES CRANE & HOIST	PI 3357	191371045	020-5120-437.40-29	566.66
5/20/2019		9700		ADVANCED INDUSTRIAL SOLUTIONS	PI 3125	251727BO	020-0000-141.00-00	115.60
5/20/2019		11679		DARREL KEVIN WENZEL	001261	PARCEL #10	020-5400-434.70-08	12,850.00
5/20/2019		11685		GERALD L. WENDLAND	001385	04/8/2019	020-5400-434.70-08	13,500.00
5/20/2019		11686		MAY KATHERINE PERRY	001388	PARCEL 2	020-5400-434.70-08	8,250.00
							5/20/2019 TOTAL -	45,164.84
							CUMULATIVE TOTAL -	227,650.47
5/21/2019		90		NAPA AUTO PARTS	PI 3407	2210934197	020-0000-141.00-00	75.53
					PI 3408	2210934197	020-0000-141.00-00	17.00
					PI 3563	2210934178	020-5400-434.60-20	89.90
					PI 3566	2210934220	020-5125-436.60-20	71.92

FUND 020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT

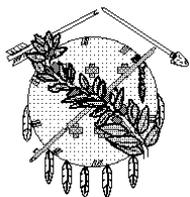
	5/21/2019	101	WELDON PARTS TULSA	PI 3317	229064000	020-0000-141.00-00	37.32
	5/21/2019	141	CUMMINS SOUTHERN PLAINS	PI 3451	9111844	020-5400-434.40-20	305.95
				001278		020-5405-434.40-29	432.13
	5/21/2019	159	DK MACHINE INC	001280	0020910	020-5406-434.70-04	417.00
				001281	0020899A	020-5406-434.70-04	373.00
	5/21/2019	179	TRANS CONTINENTAL SUPPLY INC	PI 3313	1035698	020-0000-141.00-00	224.64
				PI 3314	1035698	020-0000-141.00-00	548.64
	5/21/2019	241	GRAND RIVER DAM AUTHORITY	001286	50433	020-5405-434.50-94	341.21
	5/21/2019	1057	TULSA WORLD	001316	5555937-0329	020-5130-437.50-05	83.64
				001317	557780-0405	020-5130-437.50-05	84.87
				001318	559244-0412	020-5130-437.50-05	78.72
				001319	559299-0412	020-5130-437.50-05	79.95
				001320	559303-0412	020-5130-437.50-05	78.72
				001321	561409-0422	020-5130-437.50-05	64.00
				001322	560843-0419	020-5130-437.50-05	81.18
				001323	562945-0427	020-5130-437.50-05	44.80
				001324	563548-0501	020-5130-437.50-05	318.72
				001325	563925-0502	020-5130-437.50-05	46.08
				001326	562585-0426	020-5130-437.50-05	81.18
				001327	562592-0426	020-5130-437.50-05	81.18
				001328	561389-0422	020-5130-437.50-05	86.40
				001329	557561-0404	020-5130-437.50-05	221.40
				001330	561483-0422	020-5130-437.50-05	204.18
				001331	556728-0401	020-5130-437.50-05	199.26
				001332	561492-0423	020-5415-435.70-16	231.24
	5/21/2019	1409	SMITH FARM & GARDEN CO	PI 3392	844571	020-0000-141.00-00	46.66
				PI 3597	844573	020-5405-434.60-20	188.99
	5/21/2019	2045	PROFESSIONAL TURF PRODUCTS	PI 3319	145425500	020-0000-141.00-00	393.43
	5/21/2019	2673	ACCURATE ENVIRONMENTAL LLC	001273		020-5400-434.30-11	2,100.00
	5/21/2019	3915	AIR COMPRESSOR SUPPLY INC	PI 3393	230438001	020-0000-141.00-00	40.62
	5/21/2019	4311	UNITED FORD	PI 3587	33139231	020-5305-438.60-20	45.52
	5/21/2019	5606	OFMA	001303	2593	020-5210-419.30-11	100.00
	5/21/2019	5941	LOWES	PI 3526	02692	020-5405-434.60-23	17.25
	5/21/2019	7803	P&K EQUIPMENT	PI 3348	3249452	020-5305-438.60-20	141.46
	5/21/2019	8018	THE UPS STORE #3764	001312	010122	020-5405-434.30-34	2,491.31
	5/21/2019	9539	TULSA HEALTH DEPARTMENT	001310	34959	020-5400-434.30-34	4,848.00
	5/21/2019	9822	MORTON SALT INC	PI 3534	5101756909	020-5405-434.60-34	5,917.61
	5/21/2019	9973	KUBOTA CENTER EAST TULSA	PI 3318	P22475	020-0000-141.00-00	98.98
	5/21/2019	10214	TULSA'S GREEN COUNTRY STAFFING	001314	71007	020-5125-436.50-37	9,383.40
				001315	70847	020-5125-436.50-37	9,367.80
	5/21/2019	10360	JAVA DAVES EXECUTIVE COFFEE SE	001297	505232	020-5305-438.60-23	59.11
	5/21/2019	10420	GERSHMAN, BRICKNER & BRATTON IN	001284	19-05-6559	020-5125-436.70-17	7,273.76
	5/21/2019	10469	ATLAS COPCO COMPRESSORS LLC	001275		020-5405-434.40-28	692.95
	5/21/2019	10699	KUBOTA CENTER WEST TULSA	PI 3355	P22474	020-5305-438.60-20	1,572.06
	5/21/2019	10949	ROUTEWARE INC.	001304	100392	020-5125-436.40-55	8,849.91
						5/21/2019 TOTAL -	58,628.58
						CUMULATIVE TOTAL -	286,279.05
	5/22/2019	42	ARROW SAFE AND LOCK INC	PI 3607	73410	020-5125-436.60-20	5.00
	5/22/2019	90	NAPA AUTO PARTS	PI 3568	2210934249	020-5125-436.60-20	75.99
				PI 3571	2210934271	020-5125-436.60-20	28.79

FUND 020 BAMA						
DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
5/22/2019	225	SUMMIT TRUCK GROUP	PI 3394	411183976	020-0000-141.00-00	445.43
			PI 3456	411183953	020-5125-436.60-20	135.84
5/22/2019	255	SAF T GLOVE INC	PI 3385	90254300	020-0000-141.00-00	57.55
			PI 3386	90254300	020-0000-141.00-00	41.04
5/22/2019	3321	TRAFFIC PARTS INC	PI 3363	479687	020-0000-141.00-00	1,025.00
5/22/2019	5371	PREMIER TRUCK GROUP	PI 3395	125270975	020-0000-141.00-00	47.60
			PI 3396	125270975	020-0000-141.00-00	47.88
			PI 3457	125270937	020-5125-436.60-20	162.60
5/22/2019	5941	LOWES	PI 3530	02734/	020-5120-437.60-18	38.22
5/22/2019	6671	TULSA CLEANING SYSTEMS	PI 3454	65754	020-5120-437.60-23	353.75
					5/22/2019 TOTAL -	2,464.69
					CUMULATIVE TOTAL -	288,743.74
5/23/2019	90	NAPA AUTO PARTS	PI 3575	2210934435	020-5405-434.60-45	95.04
5/23/2019	240	GRAINGER	PI 3321	9185526978	020-0000-141.00-00	311.04
			PI 3362	9185526986	020-5405-434.60-45	637.66
5/23/2019	377	KIMS INTERNATIONAL	PI 3602	0113036	020-5410-435.60-20	32.11
5/23/2019	426	M & M LUMBER COMPANY	PI 3322	105724	020-0000-141.00-00	1,328.00
5/23/2019	1409	SMITH FARM & GARDEN CO	PI 3388	844889	020-0000-141.00-00	229.57
5/23/2019	4358	MCNEILUS TRUCK & MFG, INC	PI 3359	4375689	020-5125-436.60-20	1,060.10
5/23/2019	5936	CONTINENTAL BATTERY CO	PI 3391	16730523190911	020-0000-141.00-00	266.88
5/23/2019	9846	EVANS HYDRAULIC REPAIR	PI 3455	7211	020-5400-434.40-20	315.00
5/23/2019	9892	GOODYEAR COMMERCIAL TIRE	PI 3320	2541013837	020-0000-141.00-00	3,199.44
5/23/2019	9992	MOORE'S FISH FARM	PI 3339	1431	020-5405-434.60-23	4,800.00
					5/23/2019 TOTAL -	12,274.84
					CUMULATIVE TOTAL -	301,018.58
5/28/2019	257	SAFETY KLEEN CORP	001456	79734126	020-5120-437.40-33	437.37
5/28/2019	574	SUPERION, LLC	001465	230181	020-0503-415.50-28	320.00
5/28/2019	3964	THE ARROW GROUP	001466	81347	020-5205-419.30-11	30.00
5/28/2019	5282	THE MET	001467	2318	020-5125-436.50-10	10,024.75
5/28/2019	5376	KENNETH D SCHWAB	001408	05/16/2019	020-0302-413.50-03	155.44
5/28/2019	5606	OFMA	001446	2582	020-5200-419.30-11	75.00
5/28/2019	6454	WASTE MANAGEMENT QUARRY LANDFI	001480	0052802-2185-3	020-5125-436.40-30	3,869.46
			001481	0052900-2185-5	020-5125-436.40-30	6,905.38
			001482	0052798-2185-3	020-5125-436.40-30	410.62
			001483	0052895-2185-7	020-5125-436.40-30	22,666.63
			001484	2226856-1006-5	020-5125-436.40-30	61.21
5/28/2019	7645	USPS	001508	SPRING CRS	020-5210-419.50-39	438.00
5/28/2019	8601	CENTRAL STATES CRANE & HOIST	001423	191291526	020-5405-434.40-29	526.65
5/28/2019	9539	TULSA HEALTH DEPARTMENT	001468	34931	020-5405-434.30-34	595.00
5/28/2019	9923	MILTY'S BOYS SEPTIC	001442	2089	020-5405-434.40-28	750.00
5/28/2019	10039	COVANTA ENERGY LLC	001425	231029CVTUL	020-5125-436.40-30	43,014.41
5/28/2019	11558	TULSA RECYCLE & TRANSFER INC	001469	1905AUDIT	020-5125-436.70-17	3,200.00
5/28/2019	11690	HELMS EVERYTHING LLC	001436	05/17/19	020-5405-434.40-55	2,850.00
					5/28/2019 TOTAL -	96,329.92
					CUMULATIVE TOTAL -	397,348.50
5/29/2019	229	AT&T	001576	1053484	020-1700-419.50-22	15.00
5/29/2019	888	PREFERRED BUSINESS SYSTEMS	001600	INV54921	020-5410-435.40-55	56.14
			001601	INV54921	020-5130-437.40-55	146.73

FUND	020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
					001602	INV54921	020-5100-437.40-55	39.73
					001603	INV54921	020-5120-437.40-55	15.50
					001604	INV54921	020-5205-419.40-55	776.59
					001610	INV54921	020-0503-415.40-55	153.34
					001611	INV54921	020-5400-434.40-55	72.14
					001613	INV54921	020-5305-438.40-55	27.27
					001617	INV54921	020-5405-434.40-55	21.84
					001618	INV54921	020-5406-434.40-55	12.69
5/29/2019		8919		BRI NK' S I NCORPORATED	001578	2661673	020-0503-415.50-28	601.31
5/29/2019		9151		CLEAN THE UNI FORM CO OKLAHOMA	001519	50067251	020-5410-435.40-31	26.96
					001521	50067250	020-5405-434.40-31	61.08
					001522	50068307	020-5405-434.40-31	69.88
					001526	50067864	020-5400-434.40-31	133.50
					001527	50067864	020-5415-435.40-31	73.30
					001528	50067864	020-5406-434.40-31	45.81
					001530	50067245	020-5305-438.40-31	145.34
					001532	50067245	020-5305-438.40-33	2.60
					001534	50067864	020-5115-437.40-31	39.60
					001535	50067864	020-5125-436.40-31	220.92
					001536	50067863	020-5200-419.40-31	13.04
					001537	50067864	020-5120-437.40-31	87.76
					001539	50067864	020-5130-437.40-31	9.37
					001541	50067863	020-5100-437.40-33	4.00
					001543	50067864	020-1700-419.40-33	2.25
					001544	50067864	020-5120-437.40-33	25.00
					001547	50068302	020-5305-438.40-31	157.95
					001549	50068302	020-5305-438.40-33	2.60
					001551	50068953	020-5125-436.40-31	220.92
					001554	50068953	020-5100-437.40-33	15.00
					001556	50068953	020-1700-419.40-33	2.25
					001557	50068953	020-5120-437.40-33	25.00
					001558	50068953	020-5130-437.40-31	9.37
					001559	50068953	020-5120-437.40-31	87.76
					001560	50068953	020-5115-437.40-31	39.60
					001561	50068953	020-5400-434.40-31	133.50
					001562	50068953	020-5415-435.40-31	73.30
					001563	50068953	020-5406-434.40-31	45.81
					001564	50068952	020-5200-419.40-31	13.04
					001565	50069243	020-5405-434.40-31	61.08
					001567	50069238	020-5305-438.40-31	163.01
					001569	50069238	020-5305-438.40-33	2.60
5/29/2019		11684		COX MCLAI N ENVI RONMENTAL CONSU	001581	227-001-002-01	020-5415-435.70-16	22,811.60
							5/29/2019 TOTAL -	26,763.08
							CUMULATI VE TOTAL -	424,111.58
6/03/2019		309		OKLAHOMA NATURAL GAS CO	000025	253747127	020-5415-435.50-24	42.24
					000026	254035382	020-5415-435.50-24	31.25
					000027	257659209	020-5415-435.50-24	43.66
					000111	257977409	020-5415-435.50-24	28.24
					000423	220544536	020-5415-435.50-24	27.88
					000424	253867927	020-5415-435.50-24	26.71

FUND	020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	INVOICE NO	ACCOUNT NO	AMOUNT
					001424	220544536	020-5415-435.50-24	.42
					001426	257659209	020-5415-435.50-24	.67
					001428	253867927	020-5415-435.50-24	.40
					001429	257977409	020-5415-435.50-24	.44
					004044	111356527	020-5305-438.50-24	56.72
					004047	110016445	020-5120-437.50-24	151.13
					006136	179009782	020-5100-437.50-24	121.54
					007867	253747127	020-5415-435.50-24	.65
					007868	254035382	020-5415-435.50-24	.49
6/03/2019		442		AMERICAN ELECTRIC POWER	000369	9553052871	020-5405-434.50-25	7,778.64
					003907	9588213380	020-5405-434.50-25	39,986.03
					009439	9525931030	020-1700-419.50-25	781.37
6/03/2019		6347		COX COMMUNICATIONS	000449	066320601	020-1700-419.50-22	1,440.10
6/03/2019		7367		BOKF N. A.	009466	20190430	020-0503-415.50-28	2,412.35
6/03/2019		7724		WINDSTREAM	001493	2598040	020-5100-437.50-22	183.20
					009461	4513524	020-5415-435.50-22	63.75
					009462	3572491	020-5415-435.50-22	45.04
6/03/2019		7782		TELECOM, INC.	003043	1100164	020-5120-437.50-24	242.79
					004049	1790097	020-5100-437.50-24	46.85
6/03/2019		8512		AT&T MOBILITY	005089	2318262	020-5305-438.50-54	43.24
					005090	2320816	020-5305-438.50-54	43.24
					005091	2328223	020-5305-438.50-54	43.24
					005092	2372406	020-5305-438.50-54	43.24
					005093	2373480	020-5305-438.50-54	43.24
					005094	2840882	020-5305-438.50-54	43.24
					005095	3445134	020-5305-438.50-54	43.24
					005096	6005562	020-5305-438.50-54	15.25
					005100	2321806	020-5120-437.50-22	55.38
					005101	2322011	020-5120-437.50-22	55.38
					005102	2373170	020-5400-434.50-54	15.25
					005103	2829013	020-5400-434.50-54	15.25
					005104	4026912	020-5400-434.50-54	43.24
					005105	4039359	020-5400-434.50-54	25.25
					005106	7285048	020-5400-434.50-54	25.25
					005107	7285116	020-5400-434.50-54	25.25
					005108	8993249	020-5400-434.50-54	25.25
					005111	2825651	020-5200-419.50-54	43.24
					005112	2825682	020-5200-419.50-54	43.84
					005113	2825684	020-5200-419.50-54	43.64
					005114	2825686	020-5200-419.50-54	43.24
					005115	2825697	020-5200-419.50-54	43.24
					005116	4080384	020-5200-419.50-54	15.25
					005117	6303341	020-5200-419.50-54	43.84
					005149	2820091	020-5415-435.50-22	43.24
					005155	5100835	020-5406-434.50-54	43.84
					005156	5109132	020-5406-434.50-54	25.25
					005157	5764506	020-5215-419.50-54	70.38
					005159	6446493	020-5200-419.50-22	55.74
					005160	6446494	020-5200-419.50-22	55.74
					005161	6930623	020-5200-419.50-22	55.74
					005162	8570323	020-5200-419.50-22	55.74

FUND	020 BAMA	DATE DUE	VENDOR NO	VENDOR NAME	VOUCHER NO	I NVOI CE NO	ACCOUNT NO	AMOUNT
					005163	8920616	020-5200-419.50-22	55.74
					005165	9023966	020-5215-419.50-54	25.24
					005188	2007853	020-5415-435.50-54	43.24
					005189	2315616	020-5415-435.50-54	44.04
					005190	2371672	020-5415-435.50-54	45.84
					005191	2601496	020-5415-435.50-54	43.24
					005192	2608563	020-5415-435.50-54	45.24
					005193	2823776	020-5415-435.50-54	46.04
					005194	2844760	020-5415-435.50-54	43.24
					005195	2929351	020-5415-435.50-54	45.84
					005196	3442899	020-5415-435.50-54	43.24
					005197	3445617	020-5415-435.50-54	43.24
					005198	3462916	020-5415-435.50-54	43.24
					005199	3612190	020-5415-435.50-54	46.24
					005200	6008871	020-5415-435.50-54	45.44
					005201	6060153	020-5415-435.50-54	43.24
					005202	6065638	020-5415-435.50-54	43.24
					005203	6067659	020-5415-435.50-54	44.84
					005204	6069828	020-5415-435.50-54	43.24
					005205	6070339	020-5415-435.50-54	46.04
					005206	6071681	020-5415-435.50-54	45.44
					005207	6075244	020-5415-435.50-54	43.64
					005208	6075824	020-5415-435.50-54	43.24
					005209	6076195	020-5415-435.50-54	43.24
					005210	6077956	020-5415-435.50-54	44.24
					005211	6250857	020-5415-435.50-54	43.24
					005212	6253925	020-5415-435.50-54	43.24
					005213	6294372	020-5415-435.50-54	43.44
					005214	6296952	020-5415-435.50-54	43.36
					005215	6306537	020-5415-435.50-54	43.64
					005216	6307921	020-5415-435.50-54	45.04
					005217	6335171	020-5415-435.50-54	44.00
					005218	6403620	020-5415-435.50-54	44.00
					005219	6405196	020-5415-435.50-54	44.00
					007865	8047536	020-5406-434.50-54	43.64
							6/03/2019 TOTAL -	56,335.05
							FUND 020 TOTAL -	480,446.63



City of Broken Arrow

Request for Action

File #: 19-687, Version: 1

**Broken Arrow City Council
Meeting of: 06/03/2019**

Title:

Consideration, discussion and possible approval of Resolution 1237, a Resolution authorizing a loan from the Oklahoma Water Resources Board in principal amount not to exceed \$11,415,000; authorizing the issuance of a series 2019B Clean Water SRF promissory note in the principal amount of said loan; approving and authorizing the execution of a loan agreement for Clean Water SRF loan and a security agreement pertaining to said promissory note; ratifying and confirming a lease agreement and operation and maintenance contract and a security agreement with the City of Broken Arrow; approving and authorizing payment of fees and expenses; approving various covenants and authorizing execution of other documents pertaining to said loans and containing other provisions relating thereto.

Background:

The Authority authorized the submission of a loan application to the Oklahoma Water Resource Board (OWRB) for the amount not to exceed \$11,415,000 for the following purposes: rehabilitate the activated sludge management units at the Haikey Creek wastewater treatment plant, including construction of a concrete structure adjacent to the existing headworks to receive screened and dewatered wastewater, a concrete building to house blowers, a new junction box, installation of four new aeration basins and all related appurtenances. The loan was approved by OWRB on May 21, 2019 at their regular schedule board meeting. The said obligation is to be secured by a pledge of revenue derived by the Authority from its operation of the City's water, sanitary sewer and solid waste disposal systems and certain sales tax revenue of the City paid over to the Authority. The anticipated interest rate will be 2.13%, which could change slightly based on closing date.

Cost: Not to exceed \$11,415,000

Funding Source: Series 2019B CWSRF Note

Requested By: Cynthia S. Arnold, Finance Director

Approved By: City Manager Office

Attachments: Resolution authorizing the loan from the Oklahoma Resource Board not to exceed \$11,415,000 and Loan Summary provided by Municipal Finance Services.

Recommendation:

Approve Resolution 1237 and authorize its execution.



Broken Arrow Municipal Authority

Loan Summary

\$11,415,000 Series 2019B Clean Water SRF Loan from Oklahoma Water Resources Board

June 3, 2019



Municipal Finance Services, Inc.
P.O. Box 747
Edmond, OK 73083-0747
P: 405.340.1727

\$11,415,000
Broken Arrow Municipal Authority
Tulsa County
Series 2019B Clean Water SRF Promissory Note to Oklahoma Water Resources Board

Sources and Uses of Funds

Sources of Funds

Principal amount of 2019B CWSRF Note	11,415,000.00
Other Sources	-
Total Sources of Funds	<u>11,415,000.00</u>

Uses of Funds

Project Fund	11,303,425.00
Bond Counsel	55,537.50
Financial Advisor	55,537.50
Local Trustee	500.00
Misc.	-
Total Uses of Funds	<u>11,415,000.00</u>

\$11,415,000
 Broken Arrow Municipal Authority
 Tulsa County
 Series 2019B Clean Water SRF Promissory Note to Oklahoma Water Resources Board

Draw Schedule and Key Dates

Assumed Closing Date/First Draw for Analysis Purposes	6/11/2019
First Interest Payment Date	9/15/2019
Final Draw Date	3/15/2021
First Principal Payment Date	9/15/2021
Final Principal and Interest Date	3/15/2041

	Projected Date	Projected Amount	Cumulative Amount Drawn
Draw 1	6/11/2019	111,575.00	111,575.00
Draw 2	7/15/2019	538,258.33	649,833.33
Draw 3	8/15/2019	538,258.33	1,188,091.67
Draw 4	9/15/2019	538,258.33	1,726,350.00
Draw 5	10/15/2019	538,258.33	2,264,608.33
Draw 6	11/15/2019	538,258.33	2,802,866.67
Draw 7	12/15/2019	538,258.33	3,341,125.00
Draw 8	1/15/2020	538,258.33	3,879,383.33
Draw 9	2/15/2020	538,258.33	4,417,641.67
Draw 10	3/15/2020	538,258.33	4,955,900.00
Draw 11	4/15/2020	538,258.33	5,494,158.33
Draw 12	5/15/2020	538,258.33	6,032,416.67
Draw 13	6/15/2020	538,258.33	6,570,675.00
Draw 14	7/15/2020	538,258.33	7,108,933.33
Draw 15	8/15/2020	538,258.33	7,647,191.67
Draw 16	9/15/2020	538,258.33	8,185,450.00
Draw 17	10/15/2020	538,258.33	8,723,708.33
Draw 18	11/15/2020	538,258.33	9,261,966.67
Draw 19	12/15/2020	538,258.33	9,800,225.00
Draw 20	1/15/2021	538,258.33	10,338,483.33
Draw 21	2/15/2021	538,258.33	10,876,741.67
Draw 22	3/15/2021	538,258.33	11,415,000.00
		11,415,000.00	

\$11,415,000
 Broken Arrow Municipal Authority
 Tulsa County
 Series 2019B Clean Water SRF Promissory Note to Oklahoma Water Resources Board

Estimated debt service schedule based on assumed interest rate, assumed closing date , and assumed draw schedule

Date	Principal	Est. Interest Rate (Includes OWRB 0.50% Admin Fee)	Interest	P&I	Annual P&I	Note Balance
6/11/2019		2.130%				111,575.00
9/15/2019		2.130%	633.75	633.75		1,726,350.00
3/15/2020		2.130%	18,589.91	18,589.91	19,223.66	4,955,900.00
9/15/2020		2.130%	53,953.23	53,953.23		8,185,450.00
3/15/2021		2.130%	87,659.35	87,659.35	141,612.58	11,415,000.00
9/15/2021	5,000	2.130%	124,271.30	129,271.30		11,410,000.00
3/15/2022	5,000	2.130%	122,191.59	127,191.59	256,462.89	11,405,000.00
9/15/2022	5,000	2.130%	124,162.43	129,162.43		11,400,000.00
3/15/2023	5,000	2.130%	122,084.50	127,084.50	256,246.93	11,395,000.00
9/15/2023	5,000	2.130%	124,053.57	129,053.57		11,390,000.00
3/15/2024	5,000	2.130%	122,651.32	127,651.32	256,704.88	11,385,000.00
9/15/2024	270,000	2.130%	123,944.70	393,944.70		11,115,000.00
3/15/2025	275,000	2.130%	119,032.39	394,032.39	787,977.09	10,840,000.00
9/15/2025	275,000	2.130%	118,011.47	393,011.47		10,565,000.00
3/15/2026	280,000	2.130%	113,142.35	393,142.35	786,153.81	10,285,000.00
9/15/2026	285,000	2.130%	111,969.37	396,969.37		10,000,000.00
3/15/2027	290,000	2.130%	107,091.67	397,091.67	794,061.03	9,710,000.00
9/15/2027	290,000	2.130%	105,709.53	395,709.53		9,420,000.00
3/15/2028	295,000	2.130%	101,437.70	396,437.70	792,147.23	9,125,000.00
9/15/2028	300,000	2.130%	99,340.83	399,340.83		8,825,000.00
3/15/2029	300,000	2.130%	94,508.40	394,508.40	793,849.23	8,525,000.00
9/15/2029	305,000	2.130%	92,808.83	397,808.83		8,220,000.00
3/15/2030	310,000	2.130%	88,029.35	398,029.35	795,838.18	7,910,000.00

Municipal Finance Services, Inc.
 5/28/2019

Estimated Debt Service Schedule

\$11,415,000
 Broken Arrow Municipal Authority
 Tulsa County
 Series 2019B Clean Water SRF Promissory Note to Oklahoma Water Resources Board

Estimated debt service schedule based on assumed interest rate, assumed closing date, and assumed draw schedule

Date	Principal	Est. Interest Rate (Includes OWRB 0.50% Admin Fee)	Interest	P&I	Annual P&I	Note Balance
9/15/2030	315,000	2.130%	86,113.53	401,113.53		7,595,000.00
3/15/2031	320,000	2.130%	81,336.12	401,336.12	802,449.65	7,275,000.00
9/15/2031	320,000	2.130%	79,200.50	399,200.50		6,955,000.00
3/15/2032	325,000	2.130%	74,893.76	399,893.76	799,094.26	6,630,000.00
9/15/2032	330,000	2.130%	72,178.60	402,178.60		6,300,000.00
3/15/2033	335,000	2.130%	67,467.75	402,467.75	804,646.35	5,965,000.00
9/15/2033	340,000	2.130%	64,938.97	404,938.97		5,625,000.00
3/15/2034	340,000	2.130%	60,239.06	400,239.06	805,178.03	5,285,000.00
9/15/2034	345,000	2.130%	57,536.03	402,536.03		4,940,000.00
3/15/2035	350,000	2.130%	52,903.28	402,903.28	805,439.32	4,590,000.00
9/15/2035	355,000	2.130%	49,969.80	404,969.80		4,235,000.00
3/15/2036	360,000	2.130%	45,603.89	405,603.89	810,573.69	3,875,000.00
9/15/2036	365,000	2.130%	42,185.83	407,185.83		3,510,000.00
3/15/2037	370,000	2.130%	37,589.18	407,589.18	814,775.01	3,140,000.00
9/15/2037	375,000	2.130%	34,184.13	409,184.13		2,765,000.00
3/15/2038	380,000	2.130%	29,610.85	409,610.85	818,794.98	2,385,000.00
9/15/2038	385,000	2.130%	25,964.70	410,964.70		2,000,000.00
3/15/2039	390,000	2.130%	21,418.33	411,418.33	822,383.03	1,610,000.00
9/15/2039	395,000	2.130%	17,527.53	412,527.53		1,215,000.00
3/15/2040	400,000	2.130%	13,083.53	413,083.53	825,611.06	815,000.00
9/15/2040	405,000	2.130%	8,872.63	413,872.63		410,000.00
3/15/2041	410,000	2.130%	4,390.76	414,390.76	828,263.39	0.00
	11,415,000.00		3,202,486.30	14,617,486.30	14,617,486.30	

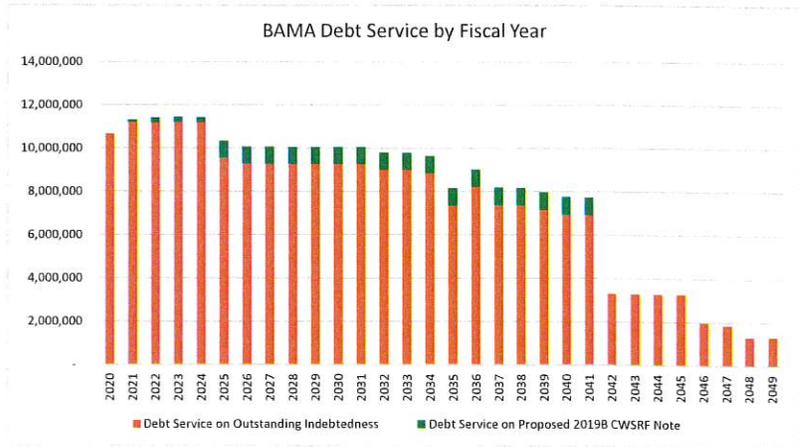
Municipal Finance Services, Inc.
 5/28/2019

Estimated Debt Service Schedule

\$11,415,000
 Broken Arrow Municipal Authority
 Tulsa County
 Series 2019B Clean Water SRF Promissory Note to Oklahoma Water Resources Board

BAMA Debt Service by Fiscal Year

Fiscal Year	Debt Service on Outstanding Indebtedness	Debt Service on Proposed 2019B CWSRF Note	Total
2020	10,650,599	19,224	10,669,823
2021	11,173,961	141,613	11,315,573
2022	11,167,784	256,463	11,424,247
2023	11,199,715	256,247	11,455,962
2024	11,178,842	256,705	11,435,547
2025	9,550,110	787,977	10,338,087
2026	9,280,197	786,154	10,066,351
2027	9,272,336	794,061	10,066,397
2028	9,259,581	792,147	10,051,729
2029	9,262,544	793,849	10,056,393
2030	9,260,579	795,838	10,056,417
2031	9,261,405	802,450	10,063,855
2032	9,010,816	799,094	9,809,910
2033	8,994,287	804,646	9,798,933
2034	8,840,097	805,178	9,645,275
2035	7,358,351	805,439	8,163,791
2036	8,221,483	810,574	9,032,057
2037	7,375,343	814,775	8,190,118
2038	7,361,351	818,795	8,180,146
2039	7,153,440	822,383	7,975,823
2040	6,939,493	825,611	7,765,105
2041	6,917,968	828,263	7,746,232
2042	3,306,369	-	3,306,369
2043	3,297,029	-	3,297,029
2044	3,291,605	-	3,291,605
2045	3,287,242	-	3,287,242
2046	1,985,702	-	1,985,702
2047	1,856,406	-	1,856,406
2048	1,326,935	-	1,326,935
2049	1,324,397	-	1,324,397
2020-2049	218,365,967	14,617,486	

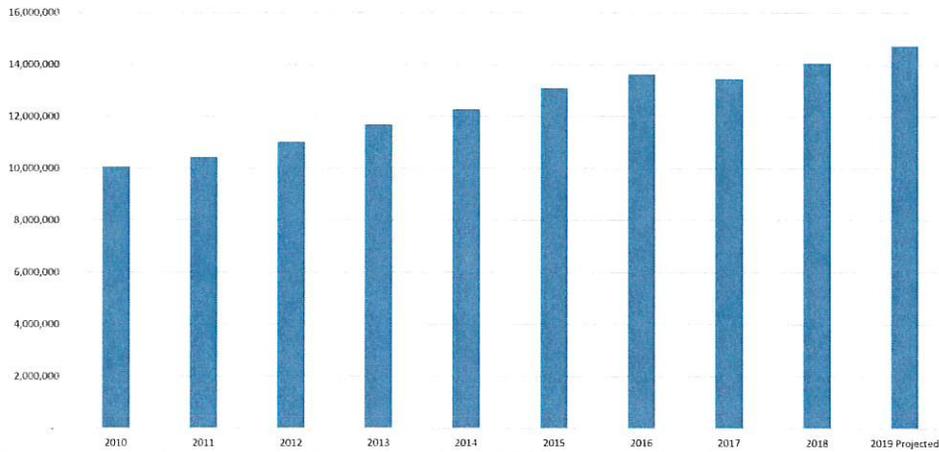


City of Broken Arrow, Oklahoma
Sales Tax Receipts

	FY ending June 30:									
	2010 3%	2011 3%	2012 3%	2013 3%	2014 3%	2015 3%	2016 3%	2017 3% (7mos)	2018 3.55%	2019 Projected
July	2,546,793.19	2,605,106.65	2,662,347.98	3,055,434.53	3,044,000.93	3,251,891.04	3,520,550.09	3,455,049.43	4,248,709.63	4,578,194.76
August	2,529,456.89	2,687,994.92	2,773,225.83	3,338,726.34	3,121,087.10	3,259,396.02	3,487,929.46	3,536,128.75	4,312,523.99	4,612,397.43
September	2,497,226.34	2,735,517.70	2,663,560.18	2,854,847.70	2,967,571.38	3,085,514.28	3,473,964.35	3,441,659.01	4,179,667.62	4,387,053.39
October	2,438,473.52	2,655,400.89	2,828,791.10	2,845,599.84	2,999,572.15	3,257,982.59	3,423,436.05	3,542,432.77	3,950,343.78	4,307,953.16
November	2,163,862.05	2,472,733.24	2,642,006.57	2,773,015.47	3,017,206.81	3,181,017.48	3,196,241.55	3,289,585.28	4,212,418.17	4,197,261.39
December	2,663,995.78	2,504,061.78	2,700,081.39	2,781,204.10	3,148,912.81	3,170,176.65	3,423,067.40	3,254,656.54	3,965,275.63	4,201,051.98
January	2,511,085.41	2,681,224.08	2,862,828.89	3,131,010.35	3,210,712.17	3,394,996.90	3,509,561.82	3,519,220.93	4,455,161.91	4,661,493.97
February	2,859,317.52	2,852,017.68	3,108,913.42	3,128,703.48	3,308,193.38	3,696,708.81	3,695,017.50	3,720,606.82	4,446,691.54	4,605,692.49
March	2,348,003.54	2,467,371.87	2,594,508.45	2,750,963.65	2,792,110.63	3,256,397.12	3,080,983.08	3,773,279.26	3,786,535.11	3,920,862.72
April	2,390,418.99	2,376,301.32	2,656,149.37	2,699,609.00	2,856,281.30	2,967,690.68	3,342,795.80	3,856,072.50	3,891,908.80	4,091,516.71
May	2,563,230.45	2,656,097.39	2,824,542.95	2,829,469.57	3,197,588.12	3,507,241.91	3,451,756.13	4,138,007.44	4,239,295.79	4,334,312.03
June	2,671,258.46	2,572,560.16	2,709,917.18	2,860,649.47	3,126,551.14	3,274,694.92	3,258,797.68	3,837,111.70	4,197,212.02	4,365,100.50
FY Total	30,183,122.14	31,266,387.68	33,026,873.31	35,049,233.50	36,789,787.92	39,303,708.40	40,864,100.91	43,363,810.43	49,885,743.99	52,262,890.53
1.0 % ST	10,061,041 -0.82%	10,422,129 3.59%	11,008,958 5.63%	11,683,078 6.12%	12,263,263 4.97%	13,101,236 6.83%	13,621,367 3.97%	13,456,595 -1.21%	14,052,322 4.43%	14,721,941 4.84%

First 11 months of FY 2019 vs same period in FY 2018

Broken Arrow
1.0% Sales Tax Receipts by Fiscal Year



RESOLUTION NO. 1237

A RESOLUTION AUTHORIZING A LOAN FROM THE OKLAHOMA WATER RESOURCES BOARD IN PRINCIPAL AMOUNT NOT TO EXCEED \$11,415,000; AUTHORIZING THE ISSUANCE OF A SERIES 2019B CLEAN WATER SRF PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF SAID LOAN; APPROVING AND AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT FOR CLEAN WATER SRF LOAN AND A SECURITY AGREEMENT PERTAINING TO SAID PROMISSORY NOTE; RATIFYING AND CONFIRMING A LEASE AGREEMENT AND OPERATION AND MAINTENANCE CONTRACT AND A SECURITY AGREEMENT WITH THE CITY OF BROKEN ARROW; APPROVING AND AUTHORIZING PAYMENT OF FEES AND EXPENSES; APPROVING VARIOUS COVENANTS AND AUTHORIZING EXECUTION OF OTHER DOCUMENTS PERTAINING TO SAID LOANS AND CONTAINING OTHER PROVISIONS RELATING THERETO

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

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

WHEREAS, the Authority has determined the need to acquire funds to pay costs or reimburse the payment of costs associated with work for the following purposes: rehabilitate the activated sludge management units at the Haikey Creek wastewater treatment plant, including construction of a concrete structure adjacent to the existing headworks to receive screened and degrittled wastewater, a concrete building to house blowers, a new junction box, installation of four new aeration basins and all related appurtenances (the "Project") and did heretofore apply to the Oklahoma Water Resources Board ("OWRB") for a loan in the estimated amount of \$11,415,000 for such purposes; and

WHEREAS, OWRB has approved a loan to the Authority in an aggregate principal amount not to exceed \$11,415,000 for the purpose of financing the Project; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BROKEN ARROW MUNICIPAL AUTHORITY OF THE CITY OF BROKEN ARROW:

Section 1. Issuance of Note. The Authority is hereby authorized to accept a loan from OWRB in principal amount not to exceed \$11,415,000 for the purpose of financing the Project and in order to evidence such loan to issue its Series 2019B CWSRF Note in said principal amount payable to the order of OWRB and to secure payment of said Note with a pledge of revenue derived from the operation of the System and Sales Tax Revenue, provided, however, the lien on such revenues securing said Note shall be subject and subordinate in all respects to the lien thereon securing the Authority's (i) Series 2012 Promissory Note to OWRB issued in the principal amount of \$29,755,000, (ii) Series 2015 Promissory Note to OWRB in the principal amount of \$11,900,000, (iii) Series 2017A Promissory Note to OWRB in the principal amount of \$6,505,000, (iv) Series 2017B Promissory Note to OWRB in the principal amount of \$18,565,000, and (v) Series 2018A Promissory Note in the principal amount of \$19,770,000, but pari-passu with other outstanding OWRB State Revolving Fund loans.

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

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

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

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

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

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

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

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

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

This Resolution is approved in open meeting by the Broken Arrow Municipal Authority of the City of Broken Arrow on this 3rd day of June, 2019.

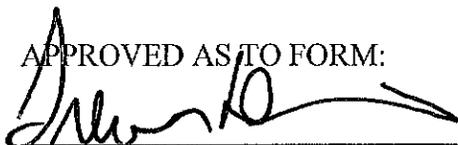
BROKEN ARROW MUNICIPAL AUTHORITY

(SEAL)

Chairman

Secretary

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

CERTIFICATE
OF
AUTHORITY ACTION

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

I further certify that the Trustees of the Broken Arrow Municipal Authority held a Regular Meeting at 6:30 p.m. on June 3, 2019, following notice duly given in full compliance with the Oklahoma Open Meeting Act.

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

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

TRUSTEES PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 3RD DAY OF JUNE, 2019.

BROKEN ARROW MUNICIPAL AUTHORITY

Secretary