

SAPULPA MUNICIPAL AUTHORITY
TRUST PROCEEDINGS
Meeting of February 17, 2020

The Board of Trustees of the Sapulpa Municipal Trust Authority met in regular session Monday, February 17, 2020, at 7:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Present: Louis Martin, Jr., Chairman Pro Tem
Marty Cummins, Vice-Chairman Pro Tem
Vickie Beyer, Trustee
Bruce Bledsoe, Trustee
Carla Gunn, Trustee
Craig Henderson, Trustee
Hugo Naifeh, Trustee
John Suggs, Trustee

Absent: John Anderson, Trustee
Wes Galloway, Trustee

Staff Present: Trust Manager Joan Riley; Trust Treasurer Pam Vann;
Trust Attorney David Widdoes; Secretary Shirley Burzio

1. MINUTES, CONSENT ITEM, AND ADMINISTRATION:

- A.** Consider approving the minutes of the February 3, 2020, regular municipal authority meeting.
- B.** Consider approving claims in the amount of \$424,001.00
- C.** Discussion and possible action regarding close-out of the Basin No. 2 & No. 4 Sanitary Sewer Improvements Project with MSB Construction, Inc., including approval of payment of final pay request of \$193,981.55, approval of close out documents, and establishing the applicable warranty date through January 27, 2021.
- D.** Discussion and possible action regarding close-out of the Canyon Road Improvements Design with PEC, including approval of payment of final pay request of \$14,458.59.

- E. Consider approving the Stormwater Management Services Agreement with J. Brooke Kononchuck as Environmental Administrator for the City of Sapulpa from a monthly contract rate of \$4,614.00, to an hourly rate of \$75.00 per hour, with zero net change to the budget.

Motion was made by Craig Henderson, seconded by Marty Cummins to approve Items 1-A, 1-B, 1-C, 1-D, and 1-E.

ROLL CALL VOTE - AYE: Louis Martin, Jr., Marty Cummins, Vickie Beyer, Bruce Bledsoe, Carla Gunn, Craig Henderson, Hugo Naifeh, John Suggs

8 - 0 MOTION CARRIED

2. PUBLIC COMMENTS:

There were no comments made to the board.

3. ADJOURNMENT.

Motion was made by Bruce Bledsoe, seconded by Hugo Naifeh to adjourn the meeting.

ROLL CALL VOTE - AYE: Louis Martin, Jr., Marty Cummins, Vickie Beyer, Bruce Bledsoe, Carla Gunn, Craig Henderson, Hugo Naifeh, John Suggs

8 - 0 MOTION CARRIED

Chairman Pro Tem

Attest:

Secretary



AGENDA ITEM

Municipal Authority Regular

3. A.

Meeting Date: February 17, 2020

Submitted For: Shirley Burzio, City Clerk

Submitted By: Shirley Burzio, City Clerk

Department: City Clerk

Presented By: Shirley Burzio

SUBJECT:

Consider approving the minutes of the February 3, 2020, regular municipal authority meeting.

BACKGROUND:

RECOMMENDATION:

Attachments

minutes.02-03-2020 sma

SAPULPA MUNICIPAL AUTHORITY
TRUST PROCEEDINGS
Meeting of February 3, 2020

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Present: Louis Martin, Jr., Chairman Pro Tem
John Anderson, Trustee
Bruce Bledsoe, Trustee
Marty Cummins, Vice-Chairman Pro Tem
Wes Galloway, Trustee
Carla Gunn, Trustee
Craig Henderson, Trustee
Hugo Naifeh, Trustee
John Suggs, Trustee

Absent: Reg Green, Chairman

Staff Trust Manager Joan Riley; Trust Treasurer Pam Vann;

Present: Trust Attorney David Widdoes; Secretary Shirley Burzio

1. MINUTES AND CONSENT ITEMS.

- A.** Consider approving the minutes of the January 21, 2020, regular municipal authority meeting.
- B.** Consider approving claims in the amount of \$32,449.91

Motion was made by Craig Henderson, seconded by Hugo Naifeh to approve Items #1-A and 1-B.

ROLL CALL VOTE: AYE: Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, Craig Henderson, Hugo Naifeh, John Suggs

9 - 0 MOTION CARRIED

2. PUBLIC COMMENTS:

There were no comments made to the board.

3. ADJOURNMENT.

Motion was made by Hugo Naifeh, seconded by Craig Henderson to adjourn the meeting.

ROLL CALL VOTE: AYE: Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, Craig Henderson, Hugo Naifeh, John Suggs

9 - 0 MOTION CARRIED

Chairman Pro Tem

Attest:

Secretary



Consent Agenda 5. A.

Municipal Authority Regular

Meeting Date: February 17, 2020

Submitted For: Hailey Sharp, Accounts Payable Clerk

Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving claims in the amount of \$424,001.00 (Refer to: Purchase Order Claim Register with City Agenda.)



AGENDA ITEM

Administration 7. A.

Municipal Authority Regular

Meeting Date: February 17, 2020

Submitted For: Steve Hardt, Public Works Director

Submitted By: Amy Hoehner, Legal Assistant

Department: Public Works

Presented By: Steve Hardt

SUBJECT:

Discussion and possible action regarding close-out of the Basin No2 & No4 Sanitary Sewer Improvements Project with MSB Construction, Inc., including approval of payment of final pay request of \$193,981.55, approval of close out documents, and establishing the applicable warranty date through January 27, 2021.

BACKGROUND:

All items of the referenced project have been completed in accordance with the contract documents and inspected and the city engineer has recommended close-out of the project. The total cost of the project was \$1,495,188.00, which is \$55,231.00.00 under original budget. Staff concurs with the recommendation to close the project, approve application for final payment to the contractor, accept the close-out documents as submitted, including contractor's claim/invoice affidavit and maintenance bond, and establish the applicable warranty date ending January 27, 2021.

RECOMMENDATION:

Staff recommends close-out of this project as stated.

Fiscal Impact

Amount: \$193,981.55

To be paid from: GO Bond Construction Fund

Account number: 83-571-405B

Attachments

Recommendation letter from Steve Hardt

MSB Construction Close-Out



City of Sapulpa



425 EAST DEWEY AVENUE ---P.O. BOX 1130

Sapulpa, Oklahoma 74066

TO: Honorable Mayor Pro Tem and City Council/Chairman and Trustees of the Sapulpa Municipal Authority

FROM: Steve Hardt, Public Works Director

DATE: February 12, 2020

SUBJECT: Consider approving the close-out of the Basin #2 & #4 sanitary sewer improvements and approve the final payment of \$193,981.55. Original contract amount was \$1,550,419.00 final contract amount including the final payment is \$1,495,188.00. Approval of all other close-out documents and establish the warranty date commencing February 12, 2020 for workmanship.

RECOMMENDATION: Staff recommends that the Mayor Pro Tem and City Councilors and Trustees of the Sapulpa Municipal Authority approve the above agenda item.

Attachments:

Final payment invoice with affidavit
Consent of Surety to final payment
Lien Release
Letter form project manager certifying completion



TETRA TECH

February 10, 2020

Mr. Steve Hardt, Public Works Director
City of Sapulpa
425 East Dewey
Sapulpa, Oklahoma 74066

**RE: BASIN N02 & N04 SANITARY SEWER IMPROVEMENTS
SAPULPA, OKLAHOMA**

Dear Mr. Hardt:

The final inspection was conducted January 28, 2020, for the above referenced project, and no punch list items were noted. Enclosed for your use is one original set of the closeout and final acceptance documentation, as follows:

- Final Pay Estimate #13
- Contractor's Final Release Claims of Payment
- Lien Releases
- Consent of Surety

To the best of our knowledge, this project has been constructed in accordance with the approved contract documents; therefore, Tetra Tech recommends acceptance of the improvements and that the warranty date be established as of January 28, 2020 and ends January 27, 2021.

Sincerely,
Tetra Tech

Ryan Mittasch, P.E.
Project Engineer



Seal
Date

RM/lav
Enclosures

cc: Mr. Mark Bertsch, MSB Construction

Acceptance Recommendation.doc

INVOICE

MSB CONSTRUCTION INC.
9505 S. 4090 RD.
OOLOGAH, OK. 74053

PROJECT: BASIN 2 & 4
SEWER IMPROVEMENTS

INVOICE NUMBER: 1804-FINAL
INVOICE DATE: 1/21/2020

BILL TO:
CITY OF SAPULPA
425 EAST DEWEY
SAPULPA, OK. 74066

PERIOD:

1. ORIGINAL CONTRACT SUM:	\$	1,550,419.00
2. NET CHANGE BY CHANGE ORDERS:	\$	(5,991.00)
3. CONTRACT SUM TO DATE :	\$	1,544,428.00
4. COMPLETED TO DATE :	\$	1,495,188.00
STORED TO DATE	\$	-
TOTAL TO DATE	\$	1,495,188.00
5. RETAINAGE:	0% \$	-
6. TOTAL EARNED LESS RETAINAGE:	\$	1,495,188.00
7. PREVIOUS CERTIFICATES:	\$	1,301,206.45
8. CURRENT PAYMENT DUE:	\$	193,981.55

UNPAID PREVIOUS APPLICATIONS: \$0.00
TOTAL AMOUNT DUE: \$193,981.55

WEATHER DAYS TO DATE 23

MARK S. BERTSCH
CONTRACTOR

1/21/2020
DATE


INSPECTOR/ENGINEER

2/10/20
DATE


CITY OF SAPULPA - STEVE HARDT

2/12/20
DATE

MSB CONSTRUCTION INC.

BASIN NO. 2 & NO. 4 SANITARY SEWER IMPROVEMENTS

DESCRIPTION OF UNITS	NUMBER OF UNITS	UNIT PRICE	ESTIMATED COST	COMPLETED TO DATE		PERCENT COMPLETE
				NUMBER OF UNITS	VALUE TO DATE	
LIFT STATION PAY ITEMS						
SITE WORK	1.00 LS	\$ 75,000.00	\$ 75,000.00	1.00 LS	\$ 75,000.00	100%
6' CHAIN LINK FENCE	240.00 LF	\$ 42.00	\$ 10,080.00	240.00 LF	\$ 10,080.00	100%
CONTROL BUILDING	1.00 EA	\$ 57,000.00	\$ 57,000.00	1.00 EA	\$ 57,000.00	100%
LIFT STATION	1.00 EA	\$ 550,000.00	\$ 550,000.00	0.9982 EA	\$ 549,000.00	100%
GENERATOR & PAD	1.00 LS	\$ 44,000.00	\$ 44,000.00	1.00 LS	\$ 44,000.00	100%
ELECTRICAL WORK	1.00 EA	\$ 110,000.00	\$ 110,000.00	1.00 EA	\$ 110,000.00	100%
WATER LINE PAY ITEMS						
ROW	682.00 LF	\$ 1.00	\$ 682.00	682.00 LF	\$ 682.00	100%
EXCAVATION & BACKFILL	158.00 CY	\$ 4.00	\$ 632.00	158.00 CY	\$ 632.00	100%
1" WATER METER	1.00 EA	\$ 1,000.00	\$ 1,000.00	1.00 EA	\$ 1,000.00	100%
2" SERVICE LINE	682.00 LF	\$ 20.00	\$ 13,640.00	682.00 LF	\$ 13,640.00	100%
SODDING	758.00 SY	\$ 4.00	\$ 3,032.00	758.00 SY	\$ 3,032.00	100%
GRAVITY SEWER PAY ITEMS						
ROW	1250.00 LF	\$ 10.00	\$ 12,500.00	1250.00 LF	\$ 12,500.00	100%
EXCAVATION & BACKFILL	1788.00 CY	\$ 10.00	\$ 17,880.00	1788.00 CY	\$ 17,880.00	100%
15" SDR 26	725.00 LF	\$ 200.00	\$ 145,000.00	725.00 LF	\$ 145,000.00	100%
8" SDR 26	525.00 LF	\$ 75.00	\$ 39,375.00	525.00 LF	\$ 39,375.00	100%
5' DIA. MANHOLE	3.00 EA	\$ 4,000.00	\$ 12,000.00	3.00 EA	\$ 12,000.00	100%
5' DIA. ADDITIONAL DEPTH	43.00 VF	\$ 400.00	\$ 17,200.00	42.00 VF	\$ 16,800.00	98%
5' DIA. DROP MANHOLE	2.00 EA	\$ 5,000.00	\$ 10,000.00	2.00 EA	\$ 10,000.00	100%
5' ADDITIONAL DEPTH DROP MH	21.00 VF	\$ 600.00	\$ 12,600.00	19.00 VF	\$ 11,400.00	90%
4' DIA. MANHOLE	2.00 EA	\$ 2,500.00	\$ 5,000.00	2.00 EA	\$ 5,000.00	100%
4' DIA. ADDITIONAL DEPTH	2.00 VF	\$ 250.00	\$ 500.00	2.00 VF	\$ 500.00	100%
CONNECT TO NEW MANHOLE	3.00 EA	\$ 2,000.00	\$ 6,000.00	3.00 EA	\$ 6,000.00	100%
SODDING	1389.00 SY	\$ 4.00	\$ 5,556.00	1389.00 SY	\$ 5,556.00	100%
TEMPORARY SILT FENCE	1200.00 LF	\$ 4.00	\$ 4,800.00	600.00 LF	\$ 2,400.00	50%
15" WATER TABLE CRADLE	200.00 LF	\$ 75.00	\$ 15,000.00	0.00 LF	\$ -	0%
SEALED MANHOLE LID	5.00 EA	\$ 400.00	\$ 2,000.00	5.00 EA	\$ 2,000.00	100%
4" SERVICE RECONNECT	6.00 EA	\$ 500.00	\$ 3,000.00	6.00 EA	\$ 3,000.00	100%
4" SERVICE LINE	300.00 LF	\$ 25.00	\$ 7,500.00	300.00 LF	\$ 7,500.00	100%
VIDEO PRE INSPECTION	1040.00 LF	\$ 6.00	\$ 6,240.00	0.00 LF	\$ -	0%
FORCE MAIN PAY ITEMS						
ROW	2294.00 LF	\$ 1.00	\$ 2,294.00	2294.00 LF	\$ 2,294.00	100%
EXCAVATION & BACKFILL	1225.00 CY	\$ 1.00	\$ 1,225.00	1225.00 CY	\$ 1,225.00	100%
12" C 900	2294.00 LF	\$ 50.00	\$ 114,700.00	2294.00 LF	\$ 114,700.00	100%
12" FLOW METER	1.00 EA	\$ 10,000.00	\$ 10,000.00	1.00 EA	\$ 10,000.00	100%
2" ARV	1.00 EA	\$ 4,500.00	\$ 4,500.00	1.00 EA	\$ 4,500.00	100%
4' DIA. MANHOLE (MAG METER)	1.00 EA	\$ 1,000.00	\$ 1,000.00	1.00 EA	\$ 1,000.00	100%
5" DIA. MANHOLE (ARV)	1.00 EA	\$ 2,000.00	\$ 2,000.00	1.00 EA	\$ 2,000.00	100%
24" X 12" TS&V	1.00 EA	\$ 8,000.00	\$ 8,000.00	1.00 EA	\$ 8,000.00	100%
12" 45 DEGREE BEND	8.00 EA	\$ 1,000.00	\$ 8,000.00	10.00 EA	\$ 10,000.00	125%
12" 22 DEGREE BEND	9.00 EA	\$ 1,000.00	\$ 9,000.00	5.00 EA	\$ 5,000.00	56%
12" 11 DEGREE BEND	1.00 EA	\$ 1,000.00	\$ 1,000.00	1.00 EA	\$ 1,000.00	100%
SODDING	765.00 SY	\$ 4.00	\$ 3,060.00	380.00 SY	\$ 1,520.00	50%
TEMPORARY SILT FENCE	1500.00 LF	\$ 4.00	\$ 6,000.00	0.00 LF	\$ -	0%
12" WATER TABLE CRADLE	200.00 LF	\$ 75.00	\$ 15,000.00	0.00 LF	\$ -	0%
SEALED MANHOLE LID	2.00 EA	\$ 400.00	\$ 800.00	2.00 EA	\$ 800.00	100%
TYPE 1A RIP RAP	144.00 SY	\$ 50.00	\$ 7,200.00	144.00 SY	\$ 7,200.00	100%
STORM SEWER PAY ITEMS						
ROW	351.00 LF	\$ 1.00	\$ 351.00	351.00 LF	\$ 351.00	100%
EXCAVATION & BACKFILL	155.00 CY	\$ 10.00	\$ 1,550.00	155.00 CY	\$ 1,550.00	100%
12" RCP	351.00 LF	\$ 50.00	\$ 17,550.00	351.00 LF	\$ 17,550.00	100%
SMD-TYPE 2 INLET	1.00 EA	\$ 5,000.00	\$ 5,000.00	1.00 EA	\$ 5,000.00	100%
5' DIA. MANHOLE	1.00 EA	\$ 2,500.00	\$ 2,500.00	1.00 EA	\$ 2,500.00	100%
5' ADDITIONAL MANHOLE	3.00 VF	\$ 200.00	\$ 600.00	3.00 VF	\$ 600.00	100%
SODDING	390.00 SY	\$ 4.00	\$ 1,560.00	390.00 SY	\$ 1,560.00	100%
TYPE 1A RIP RAP	26.00 TN	\$ 50.00	\$ 1,300.00	26.00 TN	\$ 1,300.00	100%
OTHER PAY ITEMS						
MOBILIZATION	1.00 LS	\$ 25,000.00	\$ 25,000.00	1.00 LS	\$ 25,000.00	100%
STAKING	1.00 LS	\$ 12,000.00	\$ 12,000.00	1.00 LS	\$ 12,000.00	100%
PHOTO DOCUMENTATION	1.00 LS	\$ 1,000.00	\$ 1,000.00	0.00 LS	\$ -	0%
ABANDON EXISTING 12" SEWER	2460.00 LF	\$ 5.00	\$ 12,300.00	0.00 LF	\$ -	0%
ABANDON EXISTING 10" SEWER	3354.00 LF	\$ 8.00	\$ 26,832.00	3354.00 LF	\$ 26,832.00	100%
ABANDON EXISTING MANHOLRS	15.00 EA	\$ 250.00	\$ 3,750.00	15.00 EA	\$ 3,750.00	100%
UNCLASSIFIED BARROW	813.00 CY	\$ 10.00	\$ 8,130.00	0.00 CY	\$ -	0%
OWNERS ALLOWANCE	1.00 EA	\$ 50,000.00	\$ 50,000.00	0.00 EA	\$ -	0%
CHANGE ORDER #1					\$ 66,979.00	
			\$ 1,550,419.00		\$ 1,495,188.00	

**CONTRACTOR'S FINAL RELEASE CLAIMS OF
PAYMENT OF DEBTS AFFIDAVIT**

TO: City of Sapulpa
425 E. Dewey
Sapulpa, OK 74066

DATE: January 29, 2020

CONTRACT FOR: Basin N02 & N04 Sanitary Sewer Improvements

The undersigned hereby acknowledges the receipt of One Million Four Hundred Ninety-Five Thousand, One Hundred and Eighty Eight Dollars (\$ 1,495, 88.00) in full payment of the Contract dated August 6, 2018.

In addition, the undersigned, pursuant to the General Conditions of the Contract for construction, hereby certifies that, except as listed below or attached, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the owner or his property might in any way be held responsible.

Final payment in the amount of \$ 193, 981.55 upon receipt, will complete all payments required as compensation as identified above.

EXCEPTIONS: (If none, write "None." If required by the Owner, the Contractor shall furnish bond or other surety satisfaction to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

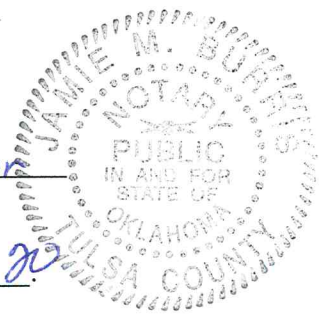
1. Consent of Surety to Final Payment: Whenever Surety is involved, Consent of Surety is required. Indicate attachment: (Yes) (No)
2. Separate Releases or Waivers of Lien from subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: _____

By: Mark S Bertio Title: Managing Member

Subscribed and sworn to before me this 10th day of February, 2020.

Notary Public: [Signature] My Commission expires: 10-19-2021



RELEASE OR WAIVER OF LIEN

February 3, 2020

State of Oklahoma

County of Tulsa

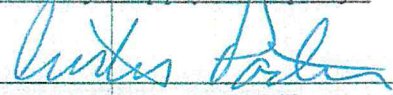
WHEREAS, the undersigned has entered into a contract with L & L

Construction, Inc. as a sub-contractor with MSB Construction to furnish labor and/or materials for the project commonly known as:

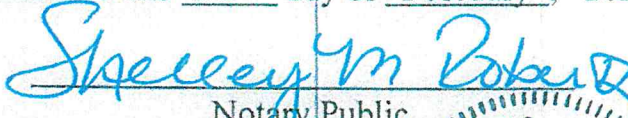
BASIN NO2 & NO4 SANITARY SEWER IMPROVEMENTS – SAPULPA, OK

NOW THEREFORE, know ye that the undersigned, for and in consideration of \$ 12,843.51, in payment of Invoice Number 120582, 120583, 120584 and 120999, receipt of which is hereby acknowledged, do hereby waive and release the City of Sapulpa (Owner), L&L Construction, Inc. (Sub-Contractor) and MSB Construction (Contractor) from any and all lien or claim right of lien on said above described project and premises.

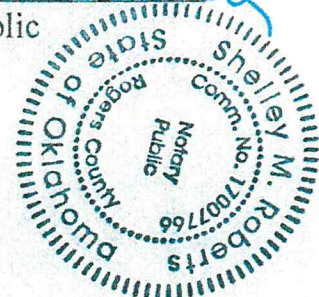
Utility Supply Company


By: CURTIS PORTER - PRESIDENT

SUBSCRIBED AND SWORN to before me this 3RD day of February, 2020.


Notary Public

My Commission expires 8-21, 2021.



Utility Supply Company
Aged AR - Detail by Days Past Due
 Period: 01-20 As of: 2/3/2020

Cust ID	Type Ref Nbr	Customer Name	Telephone	Contact	Days Past Due				Total
					Current	1 To 30	31 To 60	61 To 90	
Company ID: UTILITY									
L&LCON		L & L CONSTRUCTION	(918) 299-2600						
Salesperson ID		SK	Terms Net 10th Prox						
IN 123158		<i>Muskogee</i>	1/18/2019	0.00	0.00	0.00	0.00	16.25	69
IN 123561		<i>Sapulpa LIAT STA</i>	1/30/2019	0.00	0.00	0.00	0.00	316.68	16.25
IN 123949		<i>Sapulpa LIAT STA</i>	2/14/2019	0.00	0.00	0.00	0.00	134.98	316.68
IN 124639		<i>Sapulpa LIAT STA</i>	3/11/2019	0.00	0.00	0.00	0.00	182.00	134.98
IN 125676		<i>Muskogee</i>	4/11/2019	0.00	0.00	0.00	0.00	81.16	182.00
IN 125739		<i>Sapulpa LIAT</i>	4/11/2019	0.00	0.00	0.00	0.00	39.28	81.16
IN 125826		<i>Muskogee</i>	4/16/2019	0.00	0.00	0.00	0.00	111.65	39.28
IN 125990		<i>Sapulpa</i>	4/22/2019	0.00	0.00	0.00	0.00	913.38	111.65
IN 126624		<i>Sapulpa</i>	5/10/2019	0.00	0.00	0.00	0.00	86.40	913.38
IN 126730		<i>Sapulpa</i>	5/13/2019	0.00	0.00	0.00	0.00	77.38	86.40
IN 126817		<i>Sapulpa</i>	5/15/2019	0.00	0.00	0.00	0.00	882.00	77.38
IN 126928		<i>Sapulpa</i>	5/20/2019	0.00	0.00	0.00	0.00	2,053.00	882.00
IN 127578		<i>Muskogee</i>	6/13/2019	0.00	0.00	0.00	0.00	22.08	2,053.00
IN 127699		<i>Muskogee</i>	6/17/2019	0.00	0.00	0.00	0.00	33.12	22.08
IN 128262		<i>Speedy LIAT</i>	7/9/2019	0.00	0.00	0.00	0.00	312.97	33.12
IN 130506		<i>Muskogee</i>	9/8/2019	0.00	0.00	0.00	0.00	8.50	312.97
IN 130601		<i>Muskogee</i>	9/11/2019	0.00	0.00	0.00	0.00	93.76	8.50
IN 130829		<i>Muskogee</i>	9/17/2019	0.00	0.00	0.00	0.00	39.31	93.76
IN 131018		<i>Muskogee</i>	9/20/2019	0.00	0.00	0.00	0.00	365.98	39.31
IN 131483		<i>Strip</i>	10/8/2019	0.00	0.00	178.50	0.00	0.00	365.98
IN 132103		<i>Muskogee</i>	10/24/2019	0.00	0.00	84.08	0.00	0.00	178.50
PA 207014			3/20/2018	0.00	0.00	0.00	0.00	-645.00	84.08
CM CM121523			11/26/2018	0.00	0.00	0.00	0.00	-1,000.00	-645.00
CM CM127424			6/11/2019	0.00	0.00	0.00	0.00	-3,631.00	-1,000.00
CM CM132047			10/23/2019	0.00	0.00	0.00	0.00	-29.33	-3,631.00
Customer Total				0.00	0.00	262.58	0.00	464.55	727.13
Company Total				0.00	0.00	262.58	0.00	464.55	727.13

RELEASE OR WAIVER OF LIEN

February, 2020

State of Georgia

County of Forsyth

WHEREAS, the undersigned has entered into a contract with L & L

Construction, Inc. as a sub-contractor with MSB Construction to furnish labor

and/or materials for the project commonly known as:

BASIN NO2 & NO4 SANITARY SEWER IMPROVEMENTS – SAPULPA, OK

NOW THEREFORE, know ye that the undersigned, for and in consideration of

\$ 38,118.00, in payment of Invoice Number 94424,

receipt of which is hereby acknowledged, do hereby waive and release

the City of Sapulpa (Owner), L&L Construction, Inc. (Sub-Contractor) and

MSB Construction (Contractor) from any and all lien or claim right of lien on said

above described project and premises.

JWC Enviromental

Michelle McLean

By:

SUBSCRIBED AND SWORN to before me this 7th day of February, 2020.

Leah A Hess Surber

Notary Public

My Commission expires 2-18, 2022.



Leah A Hess Surber
NOTARY PUBLIC
Forsyth County, Georgia
My Commission Expires
February 18, 2022

RELEASE OR WAIVER OF LIEN

February 3, 2020

State of Florida

County of Orange

WHEREAS, the undersigned has entered into a contract with L & L Construction, Inc. as a sub-contractor with MSB Construction to furnish labor and/or materials for the project commonly known as:

BASIN NO2 & NO4 SANITARY SEWER IMPROVEMENTS – SAPULPA, OK

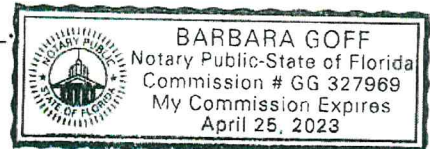
NOW THEREFORE, know ye that the undersigned, for and in consideration of \$ 7,841.39, in payment of Invoice Number 60160, receipt of which is hereby acknowledged, do hereby waive and release the City of Sapulpa (Owner), L&L Construction, Inc. (Sub-Contractor) and MSB Construction (Contractor) from any and all lien or claim right of lien on said above described project and premises.

Halliday Products
[Signature]
By:

SUBSCRIBED AND SWORN to before me this 3 day of February, 2020.

Barbara Goff
Notary Public

My Commission expires April 25, 20 23.



RELEASE OR WAIVER OF LIEN

February 11, 2020

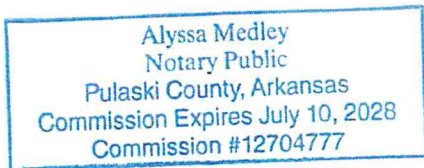
State of Arkansas

County of Pulaski

WHEREAS, the undersigned has entered into a contract with L & L Construction, Inc. as a sub-contractor with MSB Construction to furnish labor and/or materials for the project commonly known as:

BASIN NO2 & NO4 SANITARY SEWER IMPROVEMENTS – SAPULPA, OK

NOW THEREFORE, know ye that the undersigned, for and in consideration of \$ 25,980.00, in payment of Invoice Number S18-5588-1 and S18-5588-2, receipt of which is hereby acknowledged, do hereby waive and release the City of Sapulpa (Owner), L&L Construction, Inc. (Sub-Contractor) and MSB Construction (Contractor) from any and all lien or claim right of lien on said above described project and premises.



RP Power

Shulana McDonald
By: Shulana McDonald

SUBSCRIBED AND SWORN to before me this 11th day of February, 2020.

Alyssa Medley
Notary Public

My Commission expires July 10, 2028.

~~#1913~~ 124387
622095

RELEASE OR WAIVER OF LIEN

February 3, 2020

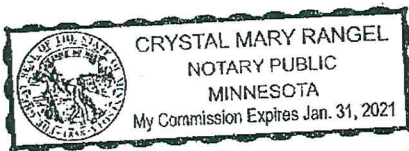
State of Minnesota

County of Stearns

WHEREAS, the undersigned has entered into a contract with L & L Construction, Inc. as a sub-contractor with MSB Construction to furnish labor and/or materials for the project commonly known as:

BASIN NO2 & NO4 SANITARY SEWER IMPROVEMENTS – SAPULPA, OK

NOW THEREFORE, know ye that the undersigned, for and in consideration of \$ 6,568.04, in payment of Invoice Number RPI/64018131 & RPI/64018456, receipt of which is hereby acknowledged, do hereby waive and release the City of Sapulpa (Owner), L&L Construction, Inc. (Sub-Contractor) and MSB Construction (Contractor) from any and all lien or claim right of lien on said above described project and premises.



Dezurik

By: [Signature]
Franco Cusi (Asst), Asst Controller

SUBSCRIBED AND SWORN to before me this 3 day of February, 2020.

[Signature]
Notary Public

My Commission expires Jan 31, 2021.

RELEASE OR WAIVER OF LIEN

February 3, 2020

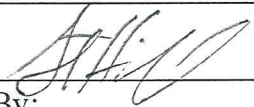
State of Oklahoma

County of Muskogee


WHEREAS, the undersigned has entered into a contract with L & L Construction, Inc. as a sub-contractor with MSB Construction to furnish labor and/or materials for the project commonly known as:

BASIN NO2 & NO4 SANITARY SEWER IMPROVEMENTS – SAPULPA, OK

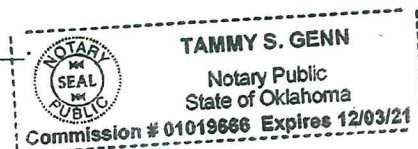
NOW THEREFORE, know ye that the undersigned, for and in consideration of \$ 10,220.62, in payment of Invoice Number 4, receipt of which is hereby acknowledged, do hereby waive and release the City of Sapulpa (Owner), L&L Construction, Inc. (Sub-Contractor) and MSB Construction (Contractor) from any and all lien or claim right of lien on said above described project and premises.

Renfro Electric

By: _____

SUBSCRIBED AND SWORN to before me this 3rd day of February, 2020.


Notary Public

My Commission expires Dec 3, 2021



RELEASE OR WAIVER OF LIEN

February 3, 2020

State of Wisconsin

County of Rock

WHEREAS, the undersigned has entered into a contract with L & L Construction, Inc. as a sub-contractor with MSB Construction to furnish labor and/or materials for the project commonly known as:

BASIN NO2 & NO4 SANITARY SEWER IMPROVEMENTS – SAPULPA, OK

NOW THEREFORE, know ye that the undersigned, for and in consideration of \$ 1,799.80, in payment of Invoice Number 9093872563, receipt of which is hereby acknowledged, do hereby waive and release the City of Sapulpa (Owner), L&L Construction, Inc. (Sub-Contractor) and MSB Construction (Contractor) from any and all lien or claim right of lien on said above described project and premises.

W.W. Grainger

Lawrence Arachkany
By:

SUBSCRIBED AND SWORN to before me this 4 day of February, 2020.

Deborah Kenseth
Notary Public

My Commission expires 7/23, 2022.



RELEASE OR WAIVER OF LIEN

February 3, 2020

State of Oklahoma

County of Oklahoma

WHEREAS, the undersigned has entered into a contract with L & L Construction, Inc. as a sub-contractor with MSB Construction to furnish labor and/or materials for the project commonly known as:

BASIN NO2 & NO4 SANITARY SEWER IMPROVEMENTS – SAPULPA, OK

NOW THEREFORE, know ye that the undersigned, for and in consideration of \$ 54,153.00, in payment of Invoice Number 8121008-IN & 8120945-IN, receipt of which is hereby acknowledged, do hereby waive and release the City of Sapulpa (Owner), L&L Construction, Inc. (Sub-Contractor) and MSB Construction (Contractor) from any and all lien or claim right of lien on said above described project and premises.



Haynes Equipment Company

By: 

SUBSCRIBED AND SWORN to before me this 3rd day of February, 2020.



Notary Public

My Commission expires June 10, 2022.

RELEASE OR WAIVER OF LIEN

(To be provided by all subcontractors, vendors, & suppliers)

JANUARY 30 2020

State of OKLAHOMA

County of ROGERS

WHEREAS, the Undersigned has entered into a Contract with MSB CONSTRUCTION to furnish labor and/or material for the project commonly known as BASIN #2 & #4 CITY OF SAPULPA

NOW THEREFORE, know ye that the undersigned for and in consideration of the monies to be paid pursuant to the above Contract, do hereby waive and release CITY OF SAPULPA (Owner) and MSB CONSTRUCTION (Contractor), from any and all lien or claim or right of lien on said above described projects and premises.



GNC CONCRETE PRODUCTS, INC
(Company)

Richard Williams
By:

SUBSCRIBED AND SWORN to before me this 30th day of JANUARY, 2020.

Joe A. Grider
Notary Public

My Commission expires AUGUST 29, 2022.

RELEASE OR WAIVER OF LIEN

(To be provided by all subcontractors, vendors, & suppliers)

JANUARY 30, 20 20

State of OKLAHOMA

County of WAGONER

WHEREAS, the Undersigned has entered into a Contract with MSB CONSTRUCTION, to furnish labor and/or material for the project commonly known as CITY OF SAPULPA BASIN #2 & #4

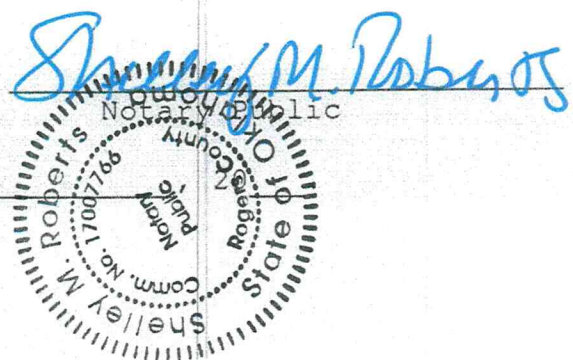
NOW THEREFORE, know ye that the undersigned for and in consideration of the monies to be paid pursuant to the above Contract, do hereby waive and release CITY OF SAPULPA (Owner) and MSB CONSTRUCTION (Contractor), from any and all lien or claim or right of lien on said above described projects and premises.

UTILITY SUPPLY CO
(Company)

Curtis Porter
By: CURTIS PORTER - PRESIDENT

SUBSCRIBED AND SWORN to before me this 30TH day of JANUARY, 20 20.

My Commission expires 8.21.21



CONSENT OF SURETY COMPANY TO FINAL PAYMENT
(SIMILAR TO AIA DOCUMENT G707)

Bond No. 2272078

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

PROJECT: Basin No. 2 & No. 4 Sanitary Sewer Improvements
(name, address)

TO (Owner)

City of Sapulpa
P.O. Box 1130
Sapulpa, OK 74067

ARCHITECT'S PROJECT NO:
CONTRACT FOR:

CONTRACT DATE: July 2018

CONTRACTOR: MSB Construction, LLC

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

North American Specialty Insurance Company
1450 American Lane, #1100, Schaumburg, IL 60173 , SURETY COMPANY,

on bond of (here insert name and address of Contractor)

MSB Construction, LLC - 9505 S. 4090 Road, Oologah, Ok 74053 , CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Sapulpa, P.O. Box 1130, Sapulpa, OK 74067 , OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
The Surety Company has hereunto set its hand this 30th day of January , 2020

North American Specialty Insurance Company
Surety Company

Signature of Authorized Representative

Attest:

(Seal):

Attorney-in-Fact (Jamie Burris)
Title

Note: This form is intended to be used as a companion document to the Contractor's Affidavit of Payment of Debts and Claims, Current Edition

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JOHN K. DEER, VAUGHN P. GRAHAM, VAUGHN P. GRAHAM, JR., STEPHEN M. POLEMAN, TRAVIS E. BROWN, DEBORAH L. RAPER, JAMIE BURRIS, SHELLI R. SAMSEL, MARK D. NOWELL, CATHY COMBS, VICKI WILSON, AUSTIN K. GREENHAW, CLAYTON HOWELL, CAREY L. KENNEMER, RANDY D. WEBB, AARON WOOLSEY and GARY LILES

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature] Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company



By [Signature] Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11th day of JULY, 2019.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 11th day of JULY, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature] M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 30th day of January, 2020 [Signature]

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company



AGENDA ITEM

Administration 7. B.

Municipal Authority Regular

Meeting Date: February 17, 2020

Submitted For: Steve Hardt, Public Works Director

Submitted By: Amy Hoehner, Legal Assistant

Department: Public Works

Presented By: Steve Hardt

SUBJECT:

Discussion and possible action regarding close-out of the Canyon Road improvements Design with PEC, including approval of payment of final pay request of \$14,458.59.

BACKGROUND:

Design of the referenced project has been completed in accordance with the contract documents. The total cost of the project was \$237,940.21. The final invoice from PEC reflects a credit of \$16,735.21.00 keeping the contract at the original budget amount of \$221,205.00.

RECOMMENDATION:

Staff recommends close-out of this project as stated.

Fiscal Impact

Amount: \$14,458.59

To be paid from: Series 2014 Cap Impr

Account number: 63-563-311A

Attachments

Recommendation letter from Steve Hardt

PEC Invoice

City of Sapulpa



425 EAST DEWEY AVENUE - - -P.O. BOX 1130

Sapulpa, Oklahoma 74066

TO: Honorable Mayor Pro Tem and City Council/Chairman and Trustees of the Sapulpa Municipal Authority

FROM: Steve Hardt, Public Works Director

DATE: February 12, 2020

SUBJECT: Consider approving the close-out the contract with PEC for the design of Canyon Road improvements and approve the final payment of \$14,458.59. Original contract amount was \$221,205.00 the final contract amount including the final payment is \$221,205.00. The final invoice reflects a credit of \$16,735.21 to keep it within contract limits.

RECOMMENDATION: Staff recommends that the Mayor Pro Tem and City Councilors and Trustees of the Sapulpa Municipal Authority approve the above agenda item.

Invoice



Steve Hardt
Economic Development Director
City of Sapulpa
hsharp@cityofsapulpa.net

January 28, 2020
Project No: 14K58-000
Invoice No: 334147

Project 14K58-000 Canyon Road - Design
Sapulpa, OK
PO #110195
Professional Services through December 28, 2019

Total this Project 0.00

Project 14K58-001 Canyon Road - Final Plans
Sapulpa, OK
Professional Personnel

	Hours	Amount		
Project Manager 4	93.75	4,899.27		
Design Engineer 2	176.00	5,003.76		
Design Tech. Supervisor 4	8.50	328.87		
Design Tech. Supervisor 3	14.00	487.62		
Totals	292.25	10,719.52		
Total Labor			2.91 times	10,719.52
				31,193.80
			Total this Project	\$31,193.80

Billing Limits	Current	Prior	To-Date	
Total Billings	31,193.80	206,746.41	237,940.21	
Limit			221,205.00	
Adjustment				-16,735.21
			Total Current Invoice	<u><u>\$14,458.59</u></u>

Payment Terms are Net 30 days
If you have questions regarding your outstanding invoices please call 316-206-1351.



AGENDA ITEM

Administration 7. C.

Municipal Authority Regular

Meeting Date: February 17, 2020

Submitted For: Steve Hardt, Public Works Director

Submitted By: Amy Hoehner, Legal Assistant

Department: Public Works

Presented By: Steve Hardt

SUBJECT:

Consider approving the Stormwater Management Services Agreement with J. Brooke Kononchuk as Environmental Administrator for the City of Sapulpa from a monthly contract rate of \$1614.00, to an hourly rate of \$75.00 per hour, with zero net change to the budget.

BACKGROUND:

This agreement is a renewal of the Stormwater Management Services Agreement first adopted February 06, 2012, between the City of Sapulpa and J. Brooke Kononchuk as the City's Environmental Administrator. Renewal of the agreement will provide for stormwater management services essential to the City's compliance with Oklahoma Department of Environmental Quality regulations.

RECOMMENDATION:

Staff recommends Council approve the Agreement and authorize Mayor to execute same.

Fiscal Impact

Amount: \$55,368.00

To be paid from: Stormwater Fund

Account number: 29-529-101

Attachments

Agreement

STORMWATER MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between Jacquelyn Brooke Kononchuk, an individual (“Contractor”) and the City of Sapulpa, Oklahoma, an Oklahoma municipal corporation (“City”):

WHEREAS, the City is an organization which is required to meet all obligations under the Oklahoma Department of Environmental Quality (ODEQ) General Permit for Phase II Municipal Separate Storm Sewer System (MS4) Discharges for Small Cities Within the State of Oklahoma (OKR04); and

WHEREAS, the City desires to contract for qualified personnel to handle, maintain and manage its OKR04 Phase II MS4 Permit requirements (“Environmental Administrator”); and

WHEREAS, the City desires to engage Contractor as its Environmental Administrator to perform stormwater management services essential to the City’s compliance with the OKR04 permit.

NOW THEREFORE, the parties hereto, for and in consideration of the mutual terms, covenants and conditions hereinafter set forth, do hereby agree as follows:

SECTION I. CONTRACTOR APPOINTMENT AND DUTIES

A. Environmental Administrator Professional Services–General Duties. For so long as this Agreement remains in effect, Contractor shall perform all usual and customary duties and responsibilities of an Environmental Administrator, including, but not necessarily limited to, the following:

- (1) Preparation and filing of the NOI for the OKR04 Phase II stormwater permit;
- (2) Stormwater Management Plan (SWMP) development and update;
- (3) Preparation and submittal of annual reports (data collection from City, BMP

update, cover letter, report write-up);

- (4) Employee training on environmental responsibility;
- (5) Dry Weather Field Screening (DWFS) (Approx. 150 outfalls total / 5 year permit cycle = 30 outfalls screened / year);
- (6) Public education activities (preparation of educational material / set up display board, etc);
- (7) Illicit discharge investigations and preparation of Notice of Violations (NOVs);
- (8) Site inspections and preparation of inspection reports for municipal good housekeeping (6 sites);
- (9) Construction site inspections and inspection report write-up;
- (10) Development of Standard Operating Procedures (SOP);
- (11) Erosion control permit review; and
- (12) Filing of the annual OKR05 industrial stormwater permit documents for the Sapulpa Wastewater Treatment Plant.

B. Nature of Relationship. Contractor is an independent contractor and is not an employee, agent, co-venturer, partner or representative of the City in any capacity whatsoever, except as specifically provided herein. The City will not directly supervise the activities of Contractor hereunder, but the City shall have the right to establish standards of performance as set forth in this Agreement and rules and regulations governing the use of City property, which rules and regulations shall become part of this Agreement and incorporated herewith, unless Contractor objects in writing within 30 days after notice of such rules is given to Contractor in which event, either party shall have the right to terminate this Agreement.

- C. On Site and On Call Availability. In order to perform the duties hereunder, Contractor agrees to schedule appointments at City offices when necessary to meet with members of the public during the term of this Agreement. In addition, Contractor agrees to be on call and available by phone during normal business hours (e.g. 8:00 a.m. to 5:00 p.m. Monday through Friday) during the term of this Agreement.

SECTION II. COMPENSATION

- A. In consideration for such stormwater management services as herein before described, the City shall pay Contractor for actual services performed for general consulting services to the City, including travel time, at a rate of Seventy-Five Dollars (\$75.00) for each hour of services actually performed including hours in excess of eight (8) hours per working day and hours worked on weekends and holidays. Reimbursable expenses shall be paid at actual cost incurred, without markup.
- B. The hourly rate stated in Section II, A. above includes all of Contractor's costs, including but not limited to, taxes, insurance, general and administrative expenses and overheads, and Contractor's fee for profit.
- C. In the event Contractor incurs travel or other direct and related expenses in providing services to City, other than defined in Section I, City shall reimburse Contractor in the full amount thereof, to the extent that said expenses are approved in advance by City. Any expense or costs incurred shall be charged at actual cost without markup.
- D. Contractor shall prepare and present to City monthly invoices for services rendered and costs incurred and identify time period covered as provided herein. For reimbursable expenses described under paragraph C. above, Contractor shall present original copies of receipts with the corresponding invoice. City shall pay Contractor the amount thereof in U.S. Dollars on a semi-monthly or monthly basis, as invoices are presented to and approved by the City.

SECTION III. TIMES OF PAYMENT

Monthly payments by the City shall be based on monthly invoices from Contractor for work completed. Invoices are due and payable within thirty (30) days of receipt. Invoices past due are subject to interest at the rate of 1% per month.

SECTION IV. CITY RESPONSIBILITIES

The City shall provide as a part of this Agreement the following items at no cost to the Contractor:

- A. City shall provide attorney's service for all legal reviews and assistance in implementing the stormwater management program. Such assistance shall include but is not limited to enforcement activities on the industries, responding to DEQ notice of violations, consent decrees, orders, or other requests.
- B. City shall be responsible for all DEQ permit fees, cost of all sampling and testing of outfalls, illicit discharge investigations, field screening, and any other required testing mandated by the program or DEQ.
- C. City shall make all provisions for the Contractor to enter upon public or private property as required for the Contractor to perform the Services under this Agreement.
- D. City shall assist the Contractor in obtaining data/records pertaining to the stormwater management program.
- E. City shall provide an office for Contractor's use in meeting with the public.
- F. Contractor acts as the agent of the City in implementing the stormwater management program requirements, and the City shall provide all necessary support to assist the Contractor in this regard.
- G. City shall be responsible for management of stormwater related work orders.

- H. All stormwater management related materials, supplies, and travel shall be purchased out of the City budget.
- I. City shall be responsible for all stormwater related maintenance and drainage activities.
- J. City shall be responsible for entering stormwater related work orders into City approved records management software.
- K. City shall be responsible for assisting with placement of door hangers for the pollution prevention campaign.

SECTION V. TERM

Unless otherwise provided herein, the term of this contract shall be effective and the provisions herein commence _____, and such contract shall thereafter continue in full force on a month-to-month basis, unless sooner terminated under the provisions hereof. It is, however, specifically understood and agreed by Contractor that this contract is subject to an annual appropriation of adequate and sufficient funds therefore. The failure of the City to annually appropriate such funds as herein required shall automatically and without further notice by City cause this contract to terminate as of the end of the fiscal year in which funds as required by the terms hereof have been duly appropriated by the City.

SECTION VI. TERMINATION

In the event the City believes that Contractor is not in substantial compliance with any one or more of the terms of this Agreement, the City shall deliver written notice to Contractor identifying the specific item or items of non-performance. Contractor shall have 10 days within which to correct each item of non-compliance set forth in the notice. If each non-compliance item is not satisfied within such 10-day period, the City may thereupon, without further notice, terminate this contract.

SECTION VII.

WAIVER, BREACH, SEVERABILITY, ASSIGNMENT, & AMENDMENT

- A. The waiver by City of any breach of any term shall not be deemed to be a waiver of that term for any subsequent breach of the same or any other term.
- B. If any portion or provision of this contract shall be deemed illegal or unenforceable for any reason, the unaffected provisions or portions shall remain in full force and effect.
- C. This contract is personal to Contractor and no interest hereunder shall be transferred or assigned to any other individual or entity, in whole or in part, without the written consent of the City first obtained.
- D. The foregoing constitutes the entire agreement of the parties. No amendment, modification, or deletion shall be effective unless reduced to writing and executed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year above written.

CITY OF SAPULPA:

Louis Martin, Jr., Mayor Pro Tem

ATTEST:

Shirley Burzio, City Clerk

APPROVED:

David Widdoes, City Attorney

CONTRACTOR:

J. Brooke Kononchuk, Contractor