

SAPULPA MUNICIPAL AUTHORITY MEETING

CITY HALL - 425 EAST DEWEY AVENUE

COUNCIL CHAMBERS, 2ND FLOOR

7:00 P.M., MONDAY, JANUARY 16, 2018

MEETING PROCEDURE: Comments from the public are welcome at two different times during the course of the meeting. A Sign in Sheet is located at the back of the room. Those wishing to address the Municipal Authority are to sign in prior to the start of the meeting and identify the item(s) they wish to address. Comments concerning items scheduled on the Agenda will be heard immediately following the presentation by staff or petitioner and Comments concerning items not scheduled on the Agenda will only be heard under the Public Comments section. The Municipal Authority will act on an Item after all comments have been heard.

PLEASE COME TO THE PODIUM WHEN THE CHAIRMAN CALLS YOUR NAME

- AGENDA -

1. **CALL TO ORDER.**
2. **ROLL CALL.**
3. **MINUTES.**
 - A. Consider approving the minutes of the January 2, 2018, regular municipal authority meeting.
4. **APPOINTMENTS, AWARDS, PRESENTATIONS, AND PROCLAMATIONS.**
5. **CONSENT ITEMS:** All matters under “Consent” are considered by the Municipal Authority to be routine and will be enacted by one motion. Any Municipal Authority Trustee may, however, remove an item from consent by request.
 - A. Consider approving Claims in the amount of \$471,519.35.
(Refer to: Purchase Order Claim Register with City Agenda)
6. **PUBLIC HEARINGS.** - none

7. **ADMINISTRATION.**

- A. Discussion and possible action regarding approving close-out of the North Hickory Wastewater Line Project with Garrow Construction, LLC, and payment of the final pay request in the amount of \$22,582.50. This also includes the approval of the change order which deleted the replacement of an 8" ductile iron pipe crossing Hickory Street which will be completed during the road construction project on North Hickory. This change order results in a \$2,660.00 deduction in the project cost. The total project cost was \$59,015.00. This includes the approval of all close out documents; establishing the warranty date effective January 8, 2018 through January 8, 2019.
- B. Discussion and possible action regarding acceptance by the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Authority, of Grant Award No. 08-01-05221 from the U.S. Economic Development Administration in the amount of \$1,500,000.00 to support the construction of a sanitary sewer line on the west side of the City of Sapulpa.
- C. Discussion and possible action regarding the adoption of a resolution of the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Authority amending the FY 2017-2018 annual budget by increasing revenues and appropriations in the Grants & Aid fund in the amount of \$3,005,370.00 to provide funding for the west side sanitary sewer improvements.

8. **NEW BUSINESS.**

9. **INFORMATIONAL ITEMS FROM CHAIRMAN, BOARD OF TRUSTEES, TRUST MANAGER, OR TRUST ATTORNEY.**

10. **PUBLIC COMMENTS:** The purpose of the Public Comments Section of the Agenda is for members of the public to speak to the Municipal Authority on any subject not scheduled on the Regular Agenda. The Municipal Authority shall make no decision or action, except to direct the Trust Manager to take action, or to schedule the matter for Municipal Authority discussion at a later date.

Please come to the podium when the Chairman calls your name and keep your comments as brief as possible.

11. **ADJOURNMENT.**

Posted this 12th day of January, 2018 at or before 5:00 p.m., at the Sapulpa City Hall, 425 East Dewey, Sapulpa, Oklahoma.

Name: Shirley Buzio
Title: City Clerk



AGENDA ITEM

Municipal Authority Regular

3.A.

Meeting Date: January 16, 2018

Submitted By: Shirley Burzio, City Clerk

Department: City Clerk

Presented By:

SUBJECT:

Consider approving the minutes of the January 2, 2018, regular municipal authority meeting.

BACKGROUND:

RECOMENDATION:

Attachments

minutes.01-02-2018 sma

DRAFT

SAPULPA MUNICIPAL AUTHORITY
TRUST PROCEEDINGS
Meeting of January 2, 2018

The Board of Trustees of the Sapulpa Municipal Trust Authority met in regular session Monday, January 2, 2018, at 7:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Present: Reg Green, Chairman
Louis Martin, Jr., Vice-Chairman
John Anderson, Trustee
Marty Cummins, Trustee
Craig Henderson, Trustee
Alan Jones, Trustee
Hugo Naifeh, Trustee
Charles Stephens, Trustee

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

1. MINUTES AND CONSENT ITEMS.

Motion was made by Trustee Alan Jones, seconded by Trustee John Anderson, to approve the following items of business:

- A.** Approve the minutes of the December 18, 2017, regular municipal authority meeting;
- B.** Approve claims in the amount of \$36,406.91.

ROLL CALL: AYE-John Anderson, Marty Cummins, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stevens.
NAY-None. Motion carried 8-0.

2. ADMINISTRATION.

- A.** Motion was made by Trustee Charles Stephens, seconded by Trustee John Anderson, approve the adoption of a resolution of the Sapulpa Municipal Authority amending the FY 2017-2018 annual budget of the Stormwater Management Fund by increasing appropriations in the amount of \$65,000.00 to provide funds for the purchase of property.
(Resolution No. 4509)

ROLL CALL: AYE-John Anderson, Marty Cummins, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens.
NAY-None. Motion carried 8-0.

3. ADJOURNMENT.

There being no further business to consider, motion was made by Trustee Alan Jones, seconded by Trustee Charles Stephens, to adjourn the meeting. Motion carried unanimously.

Chairman

Attest:

Secretary



Consent Agenda 5.A.

Municipal Authority Regular

Meeting Date: January 16, 2018

Submitted By: Amber Fisher, Accounts Payable Clerk, Finance

SUBJECT:

Consider approving Claims in the amount of \$471,519.35.
(Refer to: Purchase Order Claim Register with City Agenda)



AGENDA ITEM

Administration 7.A.

Municipal Authority Regular

Meeting Date: January 16, 2018

Submitted By: Rick Rumsey, Assistant City Manager

Department: Assistant City Manager

Presented By: Rick Rumsey

SUBJECT:

Discussion and possible action regarding approving close-out of the North Hickory Wastewater Line Project with Garrow Construction, LLC, and payment of the final pay request in the amount of \$22,582.50. This also includes the approval of the change order which deleted the replacement of an 8" ductile iron pipe crossing Hickory Street which will be completed during the road construction project on North Hickory. This change order results in a \$2,660.00 deduction in the project cost. The total project cost was \$59,015.00. This includes the approval of all close out documents; establishing the warranty date effective January 8, 2018 through January 8, 2019.

BACKGROUND:

All items of the referenced project have been completed and inspected and the City's Engineer is recommending close-out of the project. The total cost of the project was \$59,015.00. Staff concurs with the recommendation to close the project, fund the final payment of \$22,582.50, approve change order, and establishment of one (1) year warranty date commencing on January 8, 2018.

RECOMENDATION:

Staff recommends closeout of this project as stated.

Fiscal Impact

Amount: \$22,582.50

To be paid from: 63-565-405B

Account number: Street Capital

Attachments

PEC Jim Moore Letter

Close-out Documents



January 9, 2018

City of Sapulpa
425 E. Dewey Ave.
Sapulpa, OK 74067

Attention: Mr. Rick Rumsey
Assistant City Manager

Reference: North Hickory Sanitary Sewer Improvements
PEC Project No. 432-14K57-SS-5785

Dear Mr. Rumsey :

Respectfully submitted are the following documents for the above referenced project :
Certificate of Substantial Completion, Change Order 1, Final Pay Application, and Final
Release or Waiver of Lien. The Consent of Surety is being delivered separately.

The warranty periods for this project will run as follows:

Street Segment	Begin Date	End Date
North Hickory SS from Line St. to 460' North	1/08/2018	1/08/2019

If you have any questions or concerns related to this information or the referenced
project, or if you need any additional information, please feel free to contact me.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

James P. Moore, P.E.
Project Manager

Encl.: As noted

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project No.: 432-14K57-SS- 5785

Project: North Hickory Sanitary Sewer Improvements

Contractor: Garrow Construction, LLC Notice to Proceed: October 17, 2017

DEFINITION OF SUBSTANTIAL COMPLETION

The date of substantial completion of a project or specified part of a project is the date when the construction is sufficiently completed, in accordance with the contract documents, so that the project or specified part of the project can be utilized for the purpose for which it was intended.

TO City of Sapulpa, Oklahoma
(Owner)

AND Garrow Construction, LLC
(Contractor)

Date of Substantial Completion January 8, 2018

The work performed under this contract has been inspected by authorized representatives of the Owner, Contractor, and Engineer and the above part of the Project is hereby declared to be substantially completed on the above date.

The date of Substantial Completion is the date upon which all guarantees and warranties begin, except as noted below.

Professional Engineering Consultants, P.A.
Engineer

James P Moore 1-9-18
Authorized Representative Date

The Contractor accepts the above Certificate of Substantial Completion and agrees to complete and correct the items on the tentative list within the time indicated.

Garrow Const
Contractor

William J. [Signature] 1-9-2018
Authorized Representative Date

CHANGE ORDER

Order No. One (1)

Date: January 9, 2018

PEC Project No. 432-14K57-003

Agreement Date: October 16, 2017

NAME OF PROJECT: Hickory St. Sanitary Sewer Replacement

OWNER: City of Sapulpa, Oklahoma

CONTRACTOR: Garrow Construction, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

Decrease pay items as follows:

1. Pay Item 9 (8" Ductile Iron Pipe)	52 LF at \$ 55.00 per LF	\$ (2,860.00)
2. Pay Item 11 (4" Service Connections)	30 LF at \$ 10.00 per LF	\$ (300.00)
3. Pay Item 13 (Asphalt Restoration)	72 SY at \$ 75.00 per CY	\$ (5,400.00)
4. Pay Item 17 (Class C Concrete)	3 CY at \$ 200.00 per CY	\$ (600.00)

Increase pay items as follows:

5. Pay Item 15 (Curb and Gutter Restoration)	11 LF at \$ 150.00 per LF	\$ 1,650.00
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Add new pay items as follows:

6. Pay Item 18 (MH B Outside Drop Repair)	\$ 3,050 Lump Sum	\$ 3,050.00
7. Pay Item 19 (MH 3 Height Extension)	\$ 1,800 Lump Sum	\$ 1,800.00

Decrease in Contract Price \$ (2,660.00)

Justification:

1. The proposed 8" ductile iron pipe for sanitary sewer that crosses Hickory St. along the north side of Line Ave. was deleted from the project due to conflicts with existing storm sewer pipes. Instead, the existing sanitary sewer drop at MH B was repaired and the manhole was left in place. This section of existing VCP sanitary sewer pipe will be removed and replaced with ductile iron pipe as part of the street reconstruction project when the storm sewer pipes are removed and relocated.
2. The curb and gutter at the northeast corner of Line Ave. and Hickory St. was left in place and 12 LF was deleted from the project. In exchange, 23 LF of curb and gutter was constructed at the northwest corner instead of a special flume. Net change is an additional 11 feet of Curb and Gutter Restoration.
3. The top section of MH 3 was exchanged with a new taller section to better fit the surrounding topography and the area was regraded to fit the new manhole.
4. Other quantities were adjusted to the measured quantities.
5. Contract time is increased as follows:
 - 14 days due to delay in contract approval.
 - 5 days due to delay caused by repair of sewer main blockage.
 - 14 days due to cold or wet weather.
 - 33 days total.

Change to CONTRACT PRICE

Original CONTRACT PRICE:	\$ <u>61,675.00</u>
The CONTRACT PRICE due to this CHANGE ORDER will be <i>decreased</i> by:	\$ <u>(2,660.00)</u>
The new CONTRACT PRICE including this CHANGE ORDER will be:	\$ <u>59,015.00</u>

Change to CONTRACT TIME

Original CONTRACT TIME:	<u>75 calendar days</u>
The CONTRACT TIME due to this CHANGE ORDER will be <i>increased</i> by:	<u>33 calendar days</u>
The new CONTRACT TIME including this CHANGE ORDER will be:	<u>108 calendar days</u>

With the addition of 33 calendar days to the Contract Time, the revised Contract completion dates are as follows:

Substantial Completion	January 18, 2018
Final Completion	February 01, 2018

Requested by: _____	City of Sapulpa
Reviewed by: <u>James P Moore</u>	P.E.C., P.A.
Accepted by: <u>William Green</u>	Garrow Construction, LLC

Garrow Construction LLC
PO Box 1112
Sapulpa, OK 74067

Pay Estimate No.: Two (2) FINAL PAYMENT Date: 1/9/2018

Total Amount Earned:	<u>\$59,015.00</u>
Retainage Percentage (5%):	<u>\$0.00</u>
Total Earned Less Retainage:	<u>\$59,015.00</u>
Total Previously Billed:	<u>\$36,432.50</u>
Total Amount Due this Estimate:	<u>\$22,582.50</u>

I have examined this Partial Pay Request and concur in the certificate of the Contractor and certify that the materials used in the construction accomplished meet the requirements of the plans and specifications, as evidenced by certified test and inspection reports included in the project records.

Garrow Construction, LLC Contractor 1-9-2018 Date *William Stover* By *Owner* Title

Professional Engineering Consultants, PA Resident Inspector 1-9-18 Date *[Signature]* By *Inspector* Title

Professional Engineering Consultants, PA Project Engineer 1-9-18 Date *David Moore* By *Pres MGR.* Title

FINAL RELEASE OR WAIVER OF LIEN

State of: OKLAHOMA

County of: CREEK

WHEREAS, GARROW CONSTRUCTION, LLC, the Undersigned has contracted with the City of Sapulpa to furnish materials and to provide labor and service for:

Project: North Hickory Sanitary Sewer Improvements
Project No. : 14K57-SS-5785

NOW THEREFORE, the undersigned Contractor does hereby certify and warrant that he has made payment in full for any and all labor and material obligations incurred directly and indirectly as a result of this work. Furthermore, the undersigned Contractor does hereby agree to indemnify and hold harmless from any and all claims and liens, the City of Sapulpa, its agents, and the project improvements and real property.

Contractor: Garrow Construction, LLC

Authorized Agent: William Garrow

Typed or Printed Name: William Garrow

Title: OWNER

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF Creek) ss.

Before me, a Notary Public in and for said County and State, on this 9th day of January, 2018, personally appeared William Garrows, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that s/he/they executed the same as h/his/their free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Latrisha Carr
Notary Public

My Commission Expires: 5/9/20
My Commission Number: 16004607

SECTION 00498 - CLAIM OR INVOICE AFFIDAVIT

STATE OF OKLAHOMA)
)
COUNTY OF CREEK) ss.

The undersigned, of lawful age, being first duly sworn upon oath, states that this invoice or claim is true and correct. Affiant further states that the work as shown by this invoice or claim, have been completed in accordance with the plans, specifications, orders or requests furnished to the Affiant. Affiant further states that (s)he has not paid, given or donated or agree to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the State of Oklahoma any money or any other thing of value to obtain payment or the award of this contract.

William Young
Affiant

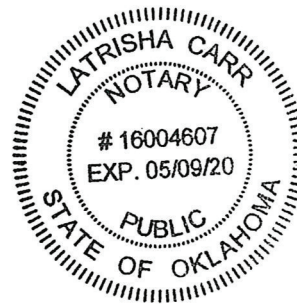
Subscribed and sworn to before me this 9th day of January, 2018.

Latisha Carr
Notary Republic

My Commission Expires:

6/9/20

NOTE: This form is to be submitted with the bid.



CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

Bond # 87C004178

PROJECT: North Hickory Sanitary Sewer Improvements

TO (Owner)
City of Sapulpa
425 E. Dewey
Sapulpa, OK 74067

ARCHITECT'S PROJECT NO:
CONTRACT FOR: Sanitary Sewer

CONTRACT DATE: :

CONTRACTOR:
Garrow 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)

The Ohio Casualty Insurance Company
1754 Berkeley St.
Boston, MA 02116

,SURETY COMPANY,

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

Garrow Construction, LLC, P.O. Box 112, Sapulpa, OK 74067

,CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that 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
425 E. Dewey
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 10th day of January 20 18

The Ohio Casualty Insurance Company

Surety Company

Signature of Authorized Representative

Patsy A. Payne, Attorney-in-Fact

Title

Attorney-in-Fact

Attest (seal)

Kathern Kennemer

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBT AND CLAIMS, Current Edition

AIA DOCUMENT G707 * CONSENT OF SURETY COMPANY TO FINAL PAYMENT *APRIL, 1970 EDITION *AIA 1970 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE. NW WASHINGTON, D.C. 20006

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint GARY LILES, RICK D. WEBB, RANDY D. WEBB, BOBBY JOE YOUNG, GLEN A. TOLENTINO, DONNA STEVENS, CAREY L. PAYNE, PATSY A. PAYNE, DIANE DOWDY, ALL OF THE CITY OF OKLAHOMA CITY, STATE OF OKLAHOMA

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIFTY MILLION AND 00/100 DOLLARS (\$ 50,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 25th day of October 2010.

LIBERTY MUTUAL INSURANCE COMPANY

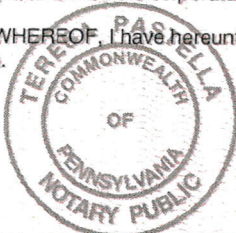
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 25th day of October, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 10th day of January 2018.



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



AGENDA ITEM

Administration 7.B.

Municipal Authority Regular

Meeting Date: January 16, 2018

Submitted For: David Widdoes, City Attorney **Submitted By:** Amy Hoehner, Legal Assistant

Department: Legal

Presented By: David Widdoes

SUBJECT:

Discussion and possible action regarding acceptance by the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Authority, of Grant Award No. 08-01-05221 from the U.S. Economic Development Administration in the amount of \$1,500,000.00 to support the construction of a sanitary sewer line on the west side of the City of Sapulpa.

BACKGROUND:

On June 13, 2017, the Sapulpa City Council voted unanimously to approve Resolution No. 4487, which authorized and endorsed the submission of an application for grant funding through the Economic Development Administration's Public Works Investment Assistance Program for construction of a sanitary sewer line extension which is required to support the Senegence development in the western most portion of the City. On December 21, 2017, and in response to the grant application, a notice of award from the EDA was received for funding of \$1,500,000.00 to assist in construction of said sewer line. The funds needed for the city's match have already been secured through an irrevocable letter of credit from the developer. Formal acceptance of this grant award is required within 30 days of the date of award..

RECOMENDATION:

Staff recommends Council accept Grant Award and authorize Mayor to execute any and all documents or contracts required.

Attachments

Resolution No. 4487

EDA Grant No. 08-01-05221 Documents

RESOLUTION No. 4487

A RESOLUTION AUTHORIZING AND ENDORSING SUBMISSION OF AN APPLICATION TO THE U.S. DEPARTMENT OF COMMERCE FOR FUNDING THROUGH THE ECONOMIC DEVELOPMENT ADMINISTRATION'S PUBLIC WORKS INVESTMENT ASSISTANCE PROGRAM FOR INFRASTRUCTURE AND ECONOMIC DEVELOPMENT IMPROVEMENTS NECESSARY FOR DEVELOPMENT OF THE SENEGENCE INTERNATIONAL CENTER.

WHEREAS, the U.S. Economic Development Administration's (EDA) Economic Development Assistance Programs are designed to accelerate the resurgence of manufacturing and help cultivate an environment for businesses to create well-paying jobs in regions across the country and reward communities that demonstrate best practices in attracting and expanding manufacturing by using long-term planning that integrates targeted investments in workforce training, infrastructure, research and other key assets;

WHEREAS, the EDA is seeking funding proposals for projects that are regional in scope and focus on manufacturing sectors that demonstrate comparative advantages in the marketplace, emphasize public-private and higher education collaboration and target investments that help stakeholders within a region to collaborate and build on existing regional assets to create a supportive regional economic ecosystem for business investment and innovation, increased international trade and exports, the creation of good jobs, and improved quality of life; and

WHEREAS, the City of Sapulpa is interested in applying for grant funds through the EDA for infrastructure improvements to the Senegence International Midwest campus and will be submitting a proposal to the EDA for such grant funding;

WHEREAS, it is necessary that an application be made and agreements be entered into with the EDA, including written support from the City for the project involved; and

WHEREAS, receipt of EDA grant assistance is essential to allow the City of Sapulpa to advance the economic development initiative of Senegence International that will benefit the City of Sapulpa and the northeast Oklahoma region; and

WHEREAS, the City of Sapulpa does hereby fully support and unequivocally endorse the grant application to EDA for infrastructure construction improvements necessary for the development of the Senegence International MidWest Center in Sapulpa, Oklahoma.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAPULPA, OKLAHOMA, as follows:

SECTION 1. That the foregoing recitals shall be and are hereby incorporated in this Section 1 as if said recitals were fully set forth.

SECTION 2. That the City of Sapulpa apply for a grant under the terms and conditions of the EDA and shall enter into and agree to the understandings and assurances contained in said application.

Resolution # 4487

SECTION 3. That the City of Sapulpa will commit to providing local matching funds, in the form of cash and in kind services, in an amount up to \$100,000.


SECTION 4 That the Mayor and City Manager on behalf of the City of Sapulpa execute all such documents necessary for carrying out of said application and acceptance of said grant, including authorization to provide such additional information as may be required to accomplish obtaining such grant.

SECTION 5. If any section, paragraph, clause, or provisions of the Resolution shall be held invalid, said invalidity shall not affect any other provision of this Resolution.

SECTION 6. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

APPROVED AND PASSED by the City Council of the City of Sapulpa, Oklahoma on this 13th day of June, 2017.

CITY OF SAPULPA, OKLAHOMA
A Municipal Corporation

By: 
Reg Green, Mayor

ATTEST:


Shirley Burzio, City Clerk





U.S. DEPARTMENT OF COMMERCE
Economic Development Administration
Austin Regional Office
903 San Jacinto, Suite 206
Austin, TX 78701

In Reply refer to
Investment No.: 08-01-05221

Joan Riley
City Manager
City of Sapulpa
425 E. Dewey Avenue
Sapulpa, OK 74066-4303

Dear Mrs. Riley,

I am pleased to inform you that the Department Of Commerce's Economic Development Administration (EDA) has approved your application for a \$1,500,000 EDA investment to the City of Sapulpa. This EDA funded project will support the extension of a sanitary sewer line to serve an industrial park site resulting in business expansion and job creation.

Enclosed are three signed copies of the Financial Assistance Award (CD-450). Your agreement to the terms and conditions of the award should be indicated by the signature of your principal official on each of the signed copies of the Financial Assistance Award. Two of the executed copies should be returned to Jason Wilson, Economic Development Administration, 903 San Jacinto Suite 206, Austin, TX 78701. If not signed and returned within 30 days from the date the Regional Director/Grants Officer signs the agreement, EDA may declare the Award null and void.

Please do not make any commitments in reliance on this award until you have carefully reviewed and accepted the terms and conditions. Any commitments entered into prior to obtaining the approval of EDA in accordance with its regulations and requirements will be at your own risk.

EDA's mission is to lead the Federal economic development agenda by promoting innovation and competitiveness, preparing American regions for growth and success in the worldwide economy. EDA implements this mission by making strategic investments in the nation's most economically distressed regions that encourage private sector collaboration and the creation of jobs. EDA investments are results driven, embracing the principles of technological innovation, entrepreneurship and regional development.

I share your expectations regarding the impact of this investment and look forward to working with you to meet the economic development needs of your community.

Sincerely,

A handwritten signature in black ink, appearing to be "Jason Wilson", written over a circular stamp or seal.

Regional Director

Enclosures: CD-450 (three copies), Special Award Conditions

GRANT COOPERATIVE AGREEMENT

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER
08-01-05221

RECIPIENT NAME
City of Sapulpa

PERIOD OF PERFORMANCE
60 months from date of approval

STREET ADDRESS
425 E. Dewey Avenue

FEDERAL SHARE OF COST
\$ **1,500,000**

CITY, STATE, ZIP CODE
Sapulpa, OK 74066-4303

RECIPIENT SHARE OF COST
\$ **1,505,370**

AUTHORITY
PWEDA of 1965, as amended (42 U.S.C. § 3121 et. seq.)

TOTAL ESTIMATED COST
\$ **3,005,370**

CFDA NO. AND NAME
11.300 - Investments for Public Works and Economic Development Facilities

PROJECT TITLE
Sanitary Sewer Line Extension

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (31 March 2017)
- R & D AWARD
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
- SPECIAL AWARD CONDITIONS
- LINE ITEM BUDGET
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION.
- OTHER(S): EDA Standard Terms and Conditions for Construction Project

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Jorge D. Ayala, Regional Director

DATE
12/21/2017

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Joan Riley, City Manager

DATE

SPECIAL AWARD CONDITIONS
U.S. DEPARTMENT OF COMMERCE
Economic Development Administration (EDA)

CONSTRUCTION PROJECTS: Public Works and Economic Adjustment Assistance Programs
under Sections 201 and 209 of the Public Works and Economic Development Act, as amended,
42 U.S.C. §§ 3141 and 3149

Public Works and Economic Adjustment Assistance Programs

Project Title: Sanitary Sewer Line Extension	
Recipient Name: City of Sapulpa	Project Number: 08-01-05221

1. This EDA Award supports the work described in the approved final scope of work, which is incorporated by reference into this Award, as the *Authorized Scope of Work*. All work on this project must be consistent with the *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized by a fully executed Form CD-451.

The *Authorized Scope of Work* for this project includes: *The City of Sapulpa will construct a sanitary sewer line that consists of approximately 25,900 linear feet of 8-inch nominal diameter gravity main and 400 linear feet of 8-inch force main crossing bore.*

2. The Recipient Contact's name, title, address, and telephone number are:

Joan Riley City of Sapulpa Phone: (918) 224-3040 Email: jriley@cityofsapulpa.net	City Manager 425 E. Dewey Avenue Sapulpa, OK 74066-4303
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3. The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

Jorge D. Ayala Regional Director Fax: (512) 499-0478	Economic Development Administration Austin Regional Office 903 San Jacinto, Suite 206 Austin, TX 78701
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4. The Federal Program Officer (Area Director) oversees the programmatic aspects of this Award. The Federal Program Officer is:

Jessica Falk Phone: (512) 381-8168 FAX: (512) 499-0478 Email: jfalk@eda.gov	Economic Development Administration Austin Regional Office 903 San Jacinto, Suite 206 Austin, TX 78701
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5. The EDA Project Officer is responsible for day-to-day administration and liaison with the Recipient and receives all reports and payment requests. The Project Officer is:

Wesley Kaisershot Phone: (512) 381-8143 FAX: (512) 499-0478 Email: wkaisershot@eda.gov	Economic Development Administration Austin Regional Office 903 San Jacinto, Suite 206 Austin, TX 78701
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6. **ADDITIONAL INCLUDED DOCUMENTS:** In addition to the regulations, documents, or authorities incorporated by reference on the *Financial Assistance Award* (Form CD-450), the following additional documents are hereby incorporated by reference into this Award:

- EDA Construction Standard Terms and Conditions for Construction Projects (February 12, 2016); and
- The Recipient’s application, including any attachments, project descriptions, schedules, and subsequently submitted supplemental documentation.

Should there be a discrepancy among these documents, the Special Award Conditions (this document), including any attachments, shall control.

7. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project Development Time Schedule:

Return of Executed Financial Assistance Award30 calendar days after receipt of Form CD-450/CD-451
 Start of Construction24 Months from the Date of Award
 Construction Completed48 Months from the Date of Award
 Authorized Award End Date 60 Months from the Date of Award
 Submission of Final Financial Report (SF-425)No later than 90 calendar days from the Award End Date

Project Closeout – All project closeout documents, including final financial reports (Form SF-425 or any successor form) and any required program reports, shall be submitted to EDA not more than 90 calendar days after the date the Recipient accepts the completed project from the contractor(s).

The Recipient shall diligently pursue the development of the project so as to ensure completion within this time schedule and shall promptly notify EDA in writing of any event that could

substantially delay meeting any of the prescribed time limits for the project as set forth above. The Recipient further acknowledges that failure to meet the development time schedule may result in EDA taking action to terminate the Award in accordance with the regulations set forth at 2 C.F.R. §§ 200.338–200.342, as applicable.

8. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:

- A. AWARD DISBURSEMENTS: Reimbursement basis only.** EDA will make disbursements under this Award on a reimbursement basis only, based on actual costs incurred, after all preconditions set forth in these Special Award Conditions have been met.

The “*Request for Reimbursement*” (Form SF-271 or any successor form) is used to request a disbursement, which shall be approved in writing by the Project Officer.

Please note that prior to the initial disbursement, the Recipient must complete the attached Form SF-3881 (or any successor form) “*ACH Vendor/Miscellaneous Payment Enrollment Form*” and submit it to NOAA’s Accounting Office by FAX at (301) 528-3675. (*FAX is required to secure confidentiality of sensitive information.*) The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.

B. REPORTS:

- a. *Project Progress Reports*: The Recipient shall submit project progress reports to the Project Officer on a quarterly basis for the periods ending **March 31, June 30, September 30, and December 31**, or any portion thereof, until the final disbursement is made by EDA. Reports should be submitted using the approved EDA template, which will be provided by the Project Officer and discussed during the project kick-off meeting. Reports are due no later than 1 month following the end of the quarterly period.
- b. *Financial Reports*: The Recipient shall submit a “*Federal Financial Report*” (Form SF-425 or any successor form) on a semi-annual basis for the periods ending **March 31 and September 30**, or any portion thereof, for the entire project period. Form SF-425 and instructions for completing this form are available at: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

A final Form SF-425 must be submitted no more than 90 calendar days after the expiration date of the Award (*i.e.*, the Award End Date specified on the Form CD-450 or a subsequently executed Form CD-451). Final Financial Reports should follow the guidance outlined in the instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period and that all matching funds and program income (if applicable) are fully reported. Determination of the final grant rate and final balances owed to the government will be determined based on the information on the final Form SF-425, so it is imperative that it be submitted in a timely and accurate manner.

9. **ALLOWABLE COSTS AND AUTHORIZED BUDGET:** Total allowable costs will be determined after the final financial documents are submitted in accordance with the applicable authorities specified on the *Financial Assistance Award* (Form CD-450), including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. part 200.

Except as otherwise expressly provided for within these Special Award Conditions, the Federal share of the allowable costs shall be based on the Investment Rate for the Award, as established on the Form CD-450 or any subsequent amendment (Form CD-451). In the event of an underrun in total allowable costs for this project, the Federal share of allowable costs shall be determined by the Investment Rate. The Federal share of total allowable costs shall not exceed the dollar amount specified on the original Award or any subsequent amendments.

Line Item Budget:

- A. Under the terms of the Award, the total approved authorized budget is:

Federal Share (EDA Amount)	\$1,500,000
Non-Federal Matching Share	\$1,505,370
Total Project Cost	\$3,005,370

- B. Under the terms of this Award, the total approved line item budget is:

COST CLASSIFICATION	Proposed	Approved
Administrative and legal expenses	30,000	30,000
Land, structures, rights-of-way, etc.		
Relocation expenses and payments		
Architectural and engineering fees	72,570	72,570
Other architectural and engineering fees		
Project inspection fees		
Site work		
Demolition and removal		
Construction	2,419,000	2,419,000
Equipment		
Contingencies	483,800	483,800
Total Project Cost	3,005,370	3,005,370

10. **MATCHING SHARE:** The Recipient agrees to provide the Recipient's non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal share requested for such project expenses (see 13 C.F.R. § 300.3). By accepting the Award, the Recipient also certifies that the Matching Share of the project costs is committed to the project, is not encumbered in any way that would prevent its use for the project, and will be available as needed for the project.

11. REFUND CHECKS, INTEREST, OR UNUSED FUNDS: Treasury has given EDA two options for having payments deposited to EDA's account:

- i. The first is the pay.gov website. This option allows the payee to pay EDA through the internet. The payee will have the option to make a one-time payment or to set up an account to make regular payments.
- ii. The second is paper check conversion. All checks must include on their face the name of the DOC agency funding the award, the award number, and a description of no more than two words identifying the reason for the check. A copy of the check should be provided to the EDA Project Officer. This option allows the payee to send a check to NOAA's Accounting Office, which processes EDA's accounting functions, at the following address:

U.S. Department of Commerce
National Oceanic and Atmospheric Administration
Finance Office, AOD, EDA Grants
20020 Century Boulevard
Germantown, MD 20874

The accounting staff will scan the checks in to an encrypted file and transfer the file to the Federal Reserve Bank, where the funds will be deposited in EDA's account. While this process will not be an issue with most payees, there are occasionally issues for entities remitting funds to EDA via check. If you are remitting funds to EDA via check, please make note of the following:

- If a check is sent to EDA, it will be converted into an electronic funds transfer by copying the check and using the account information to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will appear on your regular account statement.
- EDA will not return your original check; the original will be destroyed and a copy will be maintained in our office. If the Electronic Funds Transfer (EFT) cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, EDA will charge you a one-time fee of \$25.00, which will be collected by EFT.

12. CONSTRUCTION COMPLETION: In keeping with prudent grants management policy, EDA construction projects must be completed within five (5) years of the date the Form CD-450 is signed by the Recipient accepting the Award. If construction is not completed by that date and the Grants Officer determines, after consultation with the Recipient, that construction to completion cannot reasonably be expected to be completed promptly and expeditiously, the grant may be terminated. Extensions beyond the five-year project period are exceedingly rare and can

only be authorized by the Assistant Secretary. Nothing in this paragraph is intended to alter the Project Development Time Schedule set out in paragraph 7, above.

13. **USEFUL LIFE:** The useful life of this project is hereby determined to be 20 years from the date the project is completed.
14. **GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION:** Department of Labor regulations set forth at 41 C.F.R. part 60-4 establish goals and timetables for the participation of minorities and women in the construction industry. Those regulations apply to all federally assisted construction contracts in excess of \$10,000. The Recipient shall comply with those regulations and shall obtain compliance with 41 C.F.R. part 60-4 from contractors and subcontractors employed on the project by including such notices, clauses, and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. part 60-4. The goal for the participation of women in each trade area shall be as follows: from April 1, 1981 until further notice: **6.9 percent.**

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Special Award Conditions.

Goals for minority participation shall be as prescribed by Appendix B-80 of the Federal Register notice published October 3, 1980 at 45 FR 65984-65991, or any subsequently published amendments. The Recipient shall include the “*Standard Federal Equal Employment Opportunity Construction Contract Specifications*” (or cause them to be included, if appropriate) in all Federally-assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6. **The minority participation rate in construction is 10.2%.**

15. **PROCUREMENT:** The Recipient agrees that all procurement transactions shall be in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. §§ 200.317–200.326.
16. **EVIDENCE OF GOOD TITLE (Site Certificate):** Prior to the initial disbursement of funds by EDA, the Recipient shall provide an opinion of counsel, satisfactory to EDA, that the Recipient has acquired good and marketable title to land, free of all encumbrances, to all real property necessary for completion of the project, as well as any necessary rights-of-way, easements, State or local government permits, or long-term lease interests necessary for the completion of the project, in accordance with 13 C.F.R. part 314.
17. **NONRELOCATION:** By accepting this Award of financial assistance, the Recipient attests that the EDA-funded project will not be used to induce the relocation or the movement of existing jobs from one Region to another Region by a primary beneficiary of the Award (see 13 C.F.R. § 300.3). In the event that EDA determines that its assistance was used for such purposes, EDA reserves the right to pursue all rights and remedies, including suspension of disbursements, termination of the Award for convenience or cause, and disallowance of any costs attributable, directly or indirectly, to the relocation.

For purposes of ensuring that EDA assistance will not be used for relocation purposes, each applicant must inform EDA of all employers that constitute primary beneficiaries of the project. EDA considers an employer to be a “primary beneficiary” if the applicant estimates that such employer will create or save 100 or more permanent jobs as a result of the investment assistance and specifically names the employer in its application to EDA. In smaller communities, EDA may consider a primary beneficiary to be an employer of 50 or more permanent jobs so identified.

- 18. PERFORMANCE MEASURES:** The Recipient agrees to report on program performance measures and program outcomes in such a form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993, and the Government Performance and Results Modernization Act of 2010.

At this time, all Awards for construction assistance require Recipients to report actual job creation/retention and private investment leverage at three (3), six (6), and nine (9) years after an EDA investment. The Recipient must retain sufficient documentation so that they can submit these required reports. Failure to submit these reports may adversely impact the ability of the Recipient to secure future funding from EDA.

Performance measures and reporting requirements that apply to program activities funded by this investment will be provided in a separate GPRA information collection document. EDA staff will contact the Recipient in writing within a reasonable period prior to the time of submission of the reports with information on how this data should be submitted. The Recipient must ensure adequate and sufficient records are kept to support the methodology for computing initial job creation/retention and private investment estimates and all subsequent actual performance data, and must make this information available at EDA’s request, including in the event of an audit or performance site visit.

- 19. REAFFIRMATION OF APPLICATION:** Recipient acknowledges that Recipient’s application for this Award may have been submitted to the Government and signed by Recipient, or by an authorized representative of Recipient, electronically. Regardless of the means by which Recipient submitted its application to the Government or whether Recipient or an authorized representative of Recipient submitted its application to the Government, the Recipient hereby reaffirms and states that:

- i. All data in the application and documents submitted with the application are true and correct as of the date the application was submitted and remain true and correct as of the date of this Award;
- ii. The application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and
- iii. Recipient has read, understood, and will comply with all terms of this Award, including the Assurances and Certifications submitted with, or attached to, the application.

The term “application” includes all documentation and any information provided to the Government as part of, and in furtherance to, the request for funding, including submissions

made in response to information requested by the Government after submission of the initial application.

20. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

A. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph B of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
2. Reached its final disposition during the most recent five-year period; and
3. Is one of the following:

(a) A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;

(b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(c) An administrative proceeding, as defined in paragraph E. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(d) Any other criminal, civil, or administrative proceeding if:

- (i) It could have led to an outcome described in paragraph B.3.(a), (b), or (c) of this award term and condition;
- (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
- (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (a) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(b) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

21. U.S. ARMY CORPS OF ENGINEERS PERMITTING CLEARANCE: Prior to advertisement for bids, the Recipient shall provide a copy of a valid Section 404 permit from the US Army Corps of Engineers (USACE) and satisfactory evidence that any mitigation set forth by the permit has been completed. If no Section 404 permit is required, the Recipient shall provide written verification from USACE that no Section 404 permit is required.

22. OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) UTILITY PERMIT: Prior to the advertisement for bids, the Recipient shall provide a copy of the utility permit to cross both ODOT highways with the sanitary sewer line, either by boring or open-cut methods.

23. STILLWATER CENTRAL RAILROAD AGREEMENT: Prior to the advertisement for bids, the Recipient shall provide a copy of the railroad agreement between the City of Sapulpa and Stillwater Central Railroad for the boring under and/or crossing of any railroad right-of-way affected by the construction of the sanitary sewer lines.

24. HISTORICAL PRESERVATION: Prior to ground disturbance or construction, the Recipient shall provide evidence satisfactory to EDA that the Oklahoma Archeological Survey has issued final approval of the design plans and specifications for the project. The Recipient shall comply with any and all stipulations of the final Oklahoma Archeological Survey approval. If the Recipient cannot or does not provide final approval of Oklahoma Archeological Survey as required by this Special Condition, Recipient agrees, at the discretion of EDA, to terminate this award.



AGENDA ITEM

Administration 7.C.

Municipal Authority Regular

Meeting Date: January 16, 2018

Submitted By: Pam Vann, Finance Director

Department: Finance

Presented By: Pam Vann

SUBJECT:

Discussion and possible action regarding the adoption of a resolution of the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Authority amending the FY 2017-2018 annual budget by increasing revenues and appropriations in the Grants & Aid fund in the amount of \$3,005,370.00 to provide funding for the west side sanitary sewer improvements.

BACKGROUND:

The City has been awarded a grant from the Department of Commerce, Economic Development Administration, in the amount of \$1,500,000.00. Private donations will be received for the City's matching requirement of \$1,505,370.00. This is partial funding for the west side sanitary sewer improvements.

RECOMENDATION:

Staff recommends the adoption of this resolution.

Attachments

EDA Grant Resolution 011618

EDA Grant budget adjustment 011618

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA, AND THE SAPULPA MUNICIPAL AUTHORITY AMENDING THE FY 2017-2018 ANNUAL BUDGET BY INCREASING REVENUES AND APPROPRIATIONS IN THE GRANTS & AID FUND IN THE AMOUNT OF \$3,005,370.00 TO PROVIDE FUNDING FOR THE WEST SIDE SANITARY SEWER IMPROVEMENTS.

WHEREAS, the City has been awarded a grant from the Department of Commerce, Economic Development Administration, in the amount of \$1,500,000.00; and

WHEREAS, the purpose of this grant is to provide for sanitary sewer improvements to serve industrial development on the west side of Sapulpa; and

WHEREAS, the Grant requires \$1,505,370.00 matching funds which will be donated to the City,

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Sapulpa, Oklahoma that the following budget amendments be made:

GRANTS & AID FUND

(Increase) 60-4082 Donations	\$1,505,370.00
(Increase) 60-4392 EDA Grant	<u>1,500,000.00</u>
Total Revenue Increase:	\$3,005,370.00
(Increase) 60-592-311 Prof Services- Adm & Legal	\$ 30,000.00
(Increase) 60-592-311 Prof Services –Design & Bid	72,570.00
(Increase) 60-592-405B Facilities – Contract	<u>2,902,800.00</u>
Total Appropriations Increase:	\$3,005,370.00

PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA AND THE BOARD OF TRUSTEES FOR THE SAPULPA MUNICIPAL AUTHORITY and signed by the Mayor/Chairman this 16th day of January 2018.

Reg Green, Mayor/Chairman

ATTEST:

Shirley Burzio, City Clerk/Trust Secretary

David Widdoes, City Attorney/Trust Attorney

