SAPULPA MUNICIPAL AUTHORITY MEETING CITY HALL - 425 EAST DEWEY AVENUE COUNCIL CHAMBERS, 2ND FLOOR 7:00 P.M., MONDAY, JULY 2, 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. <u>CALL TO ORDER.</u>

2. <u>ROLL CALL.</u>

3. <u>MINUTES.</u>

- **A.** Consider approving the minutes of the June 18, 2018, regular municipal authority meeting.
- 4. <u>CONSENT ITEMS:</u> 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 \$61,754.35 (Refer to: Purchase Order Claim Register with City agenda.)
 - **B.** Consider approving Prepaid Claims in the amount of \$ 1,200.00.
 - C. Consider approving the Stormwater Management Services Agreement with J. Brooke Kononchuck as Environmental Administrator for the City of Sapulpa.

5. <u>COMMUNITY DEVELOPMENT.</u>

A. Consider acceptance of storm sewer system located at Oak Leaf Estates, and establish a one-year maintenance period for this project from May 30, 2108 through May 30, 2019.

6. <u>ADMINISTRATION.</u>

- **A.** Discussion and possible action regarding award of bid for the Basin No2 & No4 Sanitary Sewer Improvements project to MSB Construction, Inc. as the lowest, most responsive and responsible bidder in the amount of \$1,550,419.00.
- **B.** Discussion and possible action regarding a License Agreement with Stillwater Central Railroad, LLC for "Wire, Pipe, and Cable Transverse Crossings and Longitudinal Occupations" for boring below the railroad tracks to allow for the installation of a water line to service the new Fire Training Facility, in the amount of \$850.00 one-time fee, and a \$650.00 recurring annual license fee.
- C. Discussion and possible action regarding an Ordinance of the City of Sapulpa, Oklahoma, Amending Ordinance #2796 to Provide for Corrected Sewer Rate for Creek County Commercial Users in the City of Sapulpa; Repealing All Ordinances or Parts of Ordinances in Conflict with this Ordinance; and Providing That If Any Part or Parts of this Ordinance Are Held Invalid or Ineffective, the Remaining Portions Shall Not Be Affected; Providing an Effective Date and Declaring an Emergency.

7. <u>NEW BUSINESS.</u>

8. <u>INFORMATIONAL ITEMS FROM CHAIRMAN, BOARD OF TRUSTEES,</u> <u>TRUST MANAGER, OR TRUST ATTORNEY.</u>

- A. Status Report from Tetra Tech regarding various City and SMA projects.
- 9. <u>PUBLIC COMMENTS:</u> 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.*

10. ADJOURNMENT.

Posted this 29th day of June, 2018 at or before 5:00 p.m., at the Sapulpa City Hall, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Name: *Anna Jo Fife* Title: *Administrative Assistant*



AGENDA ITEM

Municipal Authority Regular Meeting Date: July 2, 2018 Submitted By: Shirley Burzio, City Clerk Department: City Clerk Presented By:

SUBJECT:

-

Consider approving the minutes of the June 18, 2018, regular municipal authority meeting.

BACKGROUND:

RECOMMENDATION:

Attachments

minutes.06-18-2018 sma

3.A.

SAPULPA MUNICIPAL AUTHORITY

TRUST PROCEEDINGS Meeting of June 18, 2018

The Board of Trustees of the Sapulpa Municipal Trust Authority met in regular session Monday, June 18, 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 Bruce Bledsoe, Trustee Marty Cummins, Trustee Wes Galloway, Trustee Hugo Naifeh, Trustee
 - Absent: Craig Henderson, Trustee Charles Stephens, Trustee Carla Stinnett, Trustee

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

1. <u>MINUTES AND CONSENT ITEMS.</u>

Motion was made by Vice-Chairman Louis Martin, seconded by Trustee Hugo Naifeh, to approve the following items of business:

- **A.** Approve the minutes of the June 4, 2018, regular municipal authority meeting;
- **B.** Approve claims in the amount of \$555,291.50.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Louis Martin, Hugo Naifeh. NAY-None. Motion carried 7-0.

2. <u>ADMINISTRATION.</u>

Α. Motion was made by Vice-Chairman Louis Martin, seconded by Trustee Marty Cummins, to approve the adoption of a Resolution of the Sapulpa Municipal Authority (The "Borrower") approving and authorizing a Clean Water SRF Loan from the Oklahoma Water Resources Board in the total aggregate principal amount of \$7,850,000; approving the issuance of a promissory note in the total aggregate principal amount of \$7,850,000, secured by a pledge of revenues and authorizing its execution; approving and authorizing the execution of a loan agreement for Clean Water SRF Loan; designating a local trustee and approving and authorizing the execution of a trust agreement; approving and authorizing the execution of a security agreement; ratifying and confirming a lease agreement pertaining to certain water and sanitary sewer systems, approving and authorizing a lease agreement pertaining to the Stormwater and Sanitation Systems; approving and authorizing the execution of a Subordinate Lien Sales Tax Agreement; approving various covenants; approving and authorizing the establishment of a project costs disbursement account; and containing other provisions relating thereto; and approving and authorizing execution of all necessary closing documents.

(Resolution No. 4533)

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Louis Martin, Hugo Naifeh. NAY-None. Motion carried 7-0.

B. Motion was made by Vice-Chairman Louis Martin, seconded by Trustee Marty Cummins, to approve an engineering services agreement with Tetra Tech, Inc., for operations and maintenance of the jointly owned Skiatook Raw Water Conveyance System during Fiscal Year 2018-2019 in a shared total amount of \$340,944.00, of which the City of Sapulpa is obligated for \$136,377.60.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Louis Martin, Hugo Naifeh. NAY-None. Motion carried 7-0.

C. Motion was made by Trustee Wes Galloway, seconded by Vice-Chairman Louis Martin, to approve the professional services agreement for engineering services with Tetra Tech, Inc., for the Frankoma Road Sanitary Sewer Extension Project in the amount of \$468,500.00.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Louis Martin, Hugo Naifeh. NAY-None. Motion carried 7-0.

D. Motion was made by Trustee John Anderson, seconded by Vice-Chairman Louis Martin, to approve the adoption of a Resolution of the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Trust Authority amending the FY 2017-2018 annual budget by increasing revenues by \$2,146,306.00 and increasing appropriations by \$1,062,421.00 in various funds for the purpose of making adjustments based on current revenue and the amounts estimated during the preparation of the FY 2018-2019 budget. (Resolution No. 4531)

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Louis Martin, Hugo Naifeh. NAY-None. Motion carried 7-0.

E. Motion was made by Vice-Chairman Louis Martin, seconded by Trustee Wes Galloway, to approve the adoption of a Resolution of the Sapulpa Municipal Authority, Sapulpa, Oklahoma, amending the Sewer System Development and Extension Fee Fund FY 2017-2018 annual budget by increasing revenues and appropriations in the amount of \$7,850,000.00 to recognize loan proceeds for the purpose of constructing a sewer line extension, making wastewater treatment plant improvements, and purchasing a pipeline television inspection system. (Resolution No. 4534)

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Louis Martin, Hugo Naifeh. NAY-None. Motion carried 7-0.

3. <u>INFORMATIONAL ITEMS FROM CHAIRMAN, BOARD OF TRUSTEES,</u> <u>TRUST MANAGER, OR TRUST ATTORNEY.</u>

A. A status report from Tetra Tech regarding various City and Authority projects was presented for review and discussion. There was no action taken by the board.

4. <u>PUBLIC COMMENTS:</u>

There were no comments made to the board.

5. <u>ADJOURNMENT.</u>

There being no further business to consider, motion was made by Vice-Chairman Louis Martin, seconded by Trustee Hugo Naifeh, to adjourn the meeting.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Louis Martin, Hugo Naifeh. NAY-None. Motion carried 7-0.

Chairman

Attest:

Sapulpa

Consent Agenda 4.A.

Municipal Authority Regular Meeting Date: July 2, 2018 Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving Claims in the amount of \$61,754.35 (Refer to: Purchase Order Claim Register with City agenda.)

Sapulpa

Consent Agenda 4.B.

Municipal Authority Regular Meeting Date: July 2, 2018 Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving Prepaid Claims in the amount of \$ 1,200.00.

Prepaid claims 7-2-18

Attachments

Prepaid Claims for Agenda 7/02/18 Submitted by: Amber Fisher A/P

City:

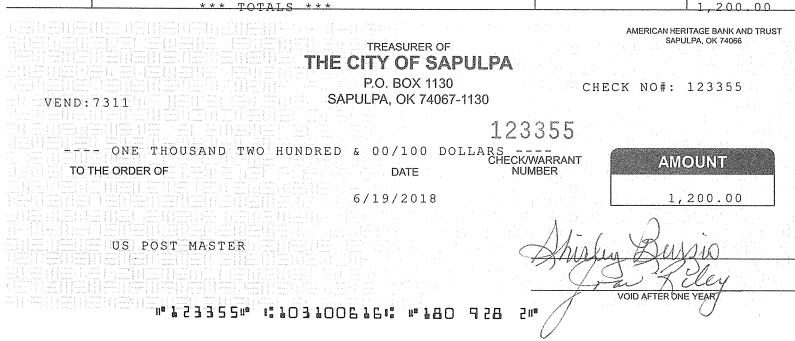
US Post Office a postage check for mailing Utility bills.

Total Amount for SMA- \$ 1200.00

122985	Fiscal Year 18/19	D EXPENDED AMOUNT	(20,00)							:		e designated le balance of)	
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City <u>of</u> Sapulpa P.O. BOX 1130 Sapulpa, Oklahoma 74067	(918) 224-3040	DESCRIPTION	POSTAGE FON	Billing										City Manager - Approved for Purchase	Purchasing Officer - All Items and S	ו מומינומסוווא כוווכרי ביוו ווכונים מוומ ב

CITY OF SAPULPA Sapulpa, OK 74066

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AGENDA ITEM

Consent Agenda 4.C.

Municipal Authority Regular					
Meeting Date:	July 2, 2018				
Submitted For:	Rick Rumsey, Assistant City Manager				
Submitted By:	Amy Hoehner, Legal Assistant				
Department:	Stormwater				
Presented By:	Rick Rumsey				

SUBJECT:

Consider approving the Stormwater Management Services Agreement with J. Brooke Kononchuck as Environmental Administrator for the City of Sapulpa.

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/Trustees approve the Agreement and authorize Mayor/Chairman to execute same.

Fiscal Impact

Amount:\$55,368.00To be paid from:Stormwater FundAccount number:29-529-101

Attachments

Agreement - Brooke Kononchuk

STORMWATER MANAGEMENT SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, 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. <u>Environmental Administrator Professional Services–General Duties.</u> 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;

- 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);
- Public education activities (preparation of educational material / set up display board, etc);
- (7) Illicit discharge investigations and preparation of Notice of Violations (NOVs);
- 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) Development of a Stormwater Pollution Prevention Plan for the City of Sapulpa Wastewater Treatment Plant.

B. <u>Nature of Relationship</u>. 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 am to 5:00 p.m. Monday through Friday) during the term of this Agreement. It is understood that the City will make available the stormwater management program office at the City Hall Annex or at a suitable location for Contractor's use and for upkeep of data and stormwater information.

SECTION II. COMPENSATION

In consideration for such stormwater management services as hereinbefore described, the City shall pay Contractor the sum of Four Thousand Six Hundred Fourteen Dollars (\$4,614.00) per month payable upon signing, then on the first day of each month during the term hereof. To the extent Contractor is requested to perform services outside of the duties listed, City agrees to compensate Contractor for such actual time at a rate of \$50.00 per hour. The City may, subject to available funds and approval of the City Manager, pay the costs associated for attendance to the annual Region 6 MS4 convention, including conference fees, travel costs, etc.

SECTION III. TIMES OF PAYMENT

Invoices are due and payable on the first day of each month. Invoices past due are subject to interest at the rate of 1 % per month.

A. Basic Stormwater Management Services. For the basic consulting services performed under Section I, payment shall be 12 equal monthly payments during the duration of the contract.

B. Additional Consulting Services. For additional consulting services, monthly payments by the City shall be based on detailed invoices from Contractor for work completed.

SECTION IV. CITY RESPONSIBILITIES

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

- (1) 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.
- (2) 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.
- (3) 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.
- (4) City shall assist the Contractor in obtaining data/records pertaining to the stormwater management program.
- (5) City shall provide an office for Contractor's use in implementing and managing the program as well as meeting with the public.
- (6) 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.
- (7) City shall be responsible for management of stormwater related work orders.
- (8) All stormwater management related materials, supplies, and travel shall be purchased out of the City budget.

- (9) City shall be responsible for all stormwater related maintenance and drainage activities.
- (10) City shall be responsible for entering stormwater related work orders into GovQA.
- (11) 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:

Reg Green, Mayor

ATTEST:

APPROVED:

Shirley Burzio, City Clerk

David Widdoes, City Attorney

CONTRACTOR:

J. Brooke Kononchuk, Contractor



AGENDA ITEM

Municipal Authority Regular Meeting Date: July 2, 2018 Submitted By: Nikki White, Urban Development Director Department: Planning & Development Presented By: Nikki White

SUBJECT:

Consider acceptance of storm sewer system located at Oak Leaf Estates, and establish a one-year maintenance period for this project from May 30, 2108 through May 30, 2019.

BACKGROUND:

All improvements have been completed to the storm sewer system located at Oak Leaf Estates in Sapulpa, Creek County, Oklahoma. These improvements have been inspected and approved by City of Sapulpa staff and a Maintenance Bond has been submitted to cover any potential deficiencies that may arise during the one year maintenance period.

RECOMMENDATION:

Staff recommends that the Mayor/Chairman and City Council/Trustees accept the storm sewer system and establishment of the maintenance period as stated.

acceptance form maintenance bond Attachments

5.A.

PUBLIC WORKS PROJECT ACCEPTANCE/REJECTION FORM

Circle type of Public Works proj	ect: W	ater	Sanitary Sewer	Storm Sewer Street
Owner Name and phone number			918-521-2777	
Contractor Name and Phone num ODEQ or ODOT Permit #: N/A	nber: Bri	ian Gre	en, Ira Green Co	onstruction 918-342-0840
Description of project: Installat Estates subdivision.	ion of pu	blic sto	orm sewer infras	structure for the Oak Leaf
Location of Project: South 33rd	West Av	venue a	& West 75th Str	reet South
Preliminary Plan Received: Ye	s/date 0	7/18/20	116	No/data
	s/date 08			No/date No/date
Plans Approved: Ye	s/date 0	9/14/20		No/date
Project Inspection requested on:	02/14/20	18		
Project Inspection requested by:	Brian Gr	een, Ir	a Green Constr	ruction
Project Inspection completed on:	05/30/2	018		
Project is: (circle one)	Acce	epted	Deni	ed
If project is denied, state why:				
TO BE COMPLETED BY URBA	NDEVI		AENT DIDECT	0.0
Project completed in accordance	with Fina	l Plan	Specifications:	Vac No
Were improvements completed/lo	ocated in	accorda	ance with Final	Plat Specifications:
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Contractor or Representative			Pupplie	Works Inspector
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Street/Litity Supervisor			Public Works	Director Lity Manager
Assistant City Manager			Urban Dev	elopment Director
Engineer (If Applicable)				

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Prepar	red by: Brooke	Kononcheik										
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Project	t Name:											

Oak Leaf Estates Public Storm Sewer System

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Granite Re, Inc.

Bond# GR38303

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That We, the undersigned

Ira M Green Construction	, as Principa
and Granite Re, Inc., a corporation organized under the laws of th	e State of Oklahoma and duly
authorized to do business in the State of Oklahoma, as Surety, are held an The City of Sapulpa, OK	
**** Five Hundred Sixty-Three Thousand, Four Hundred Seven Dollars and 8	in the penal sum of 9/100***********************************
(\$_563.407.89) Dollars, for the payment	of which well and truly to be
made, we hereby jointly and severally bind ourselves, our heirs, executors	s, administrators, successors, and
assigns.	
Signed this 29th day of June , 2	0_17
THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, TI	nat whereas, the above named
Principal did on the 27th day of June	, 20 <u>17</u> enter into a
contract with the	
Oak Leaf Estates. LLC	
Storm Sewer to Serve Oak Leaf Estates, The City of Sapulpa, Creek County, OK	· · · · · · · · · · · · · · · · · · ·

<u>One</u> (1) year(s) from the date of acceptance, as therein stated in said specifications: the said work having been duly accepted by said obligee.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall make good all defects appearing in the work performed by Principal due to faulty workmanship or materials which may develop during the period of $\frac{One}{(1-1)}$ (1) year(s) from the date of completion and final acceptance of said work, then this obligation shall be void; otherwise to remain in full force and effect.

Ira M Green Construction

Principal then Title C

Granite Re. Inc.	
Surety (
BY: UMUL AGUM	Lut
Amy Lambert	

____, Attorney-in-Fact

GRANITE RE, INC. GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

BARRY L. HERRING; SHANNON NICHOLAS; VICKY JARVIS; CARLA CARTER; AMY LAMBERT; PAM SLATON; AUDREY MCCRAW; NANCY M. HANSEN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

BARRY L. HERRING; SHANNON NICHOLAS; VICKY JARVIS; CARLA CARTER; AMY LAMBERT; PAM SLATON; AUDREY MCCRAW; NANCY M. HANSEN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 29th day of December, 2016.

STATE OF OKLAHOMA

COUNTY OF OKLAHOMA)

On this 29th day of December, 2016, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires: August 8, 2017 Commission #: 01013257

SS:



alleen & Cerlson

Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

GRANITE RE, INC. Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN-WITNESS WHEREOF, the undersigned bas subscribed this Certificate and affixed the corporate seal of the Corporation this

yle P: McDonald, Secretary/Treasurer



AGENDA ITEM

Administration 6.A.

Municipal Authority Regular					
Meeting Date:	July 2, 2018				
Submitted For:	Rick Rumsey, Assistant City Manager				
Submitted By:	Amy Hoehner, Legal Assistant				
Department:	Public Works				
Presented By:	Rick Rumsey				

SUBJECT:

Discussion and possible action regarding award of bid for the Basin No2 & No4 Sanitary Sewer Improvements project to MSB Construction, Inc. as the lowest, most responsive and responsible bidder in the amount of \$1,550,419.00.

BACKGROUND:

Bids were recently received and reviewed by Tetra Tech Engineering for necessary improvements to the Basin No2 & No4 sanitary sewer system. A total of four (4) bids were received and MSB Construction, Inc. was determined to be the lowest bidder in the amount of \$1,550,419.00. For further information, please see attachments.

RECOMMENDATION:

Staff and Tetra Tech recommend awarding bid to MSB Construction, Inc. in the amount of \$1,550,419.00.

Fiscal Impact

Amount:\$1,550,419.00To be paid from:GO Bond Construction FundAccount number:83-571-405B

Attachments

<u>Letter from Ryan Mittasch, Tetra Tech</u> <u>Bid Tabulation Sheet</u> Notice of Award to MSB Construction, Inc.



June 14, 2018

Mr. Rick Rumsey, Assistant City Manager City of Sapulpa 425 E Dewey Sapulpa, Oklahoma 74067

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

Dear Mr. Rumsey:

Attached is a copy of the Tabulation of Bids for the above-referenced project. We have reviewed the four bids received and recommend that the project be awarded to the apparent low bidder, MSB Construction, Inc., of Oologah, Oklahoma, in the amount of \$1,550,419. This amount is the total base bid. We have enclosed five copies of the Notice of Award for execution if you concur with our recommendation. Please sign all copies and return to our office. We will then prepare and forward the contract documents to the contractor.

If you have any questions, please contact the undersigned.

Sincerely,

Tetra Tech

Ryan Mittasch, P.E. Project Manager

RM/lv Enclosures



Seal

Date

cc: MSB Construction, Inc.

P:\11386\200-11386-14002\Construction\BidSupport\Award Recommendation.doc file:

TETRA TECH 7645 E. 63rd Street, #301 Tulsa, OK 74133			IAME:	CITY OF SAPU		WER IMPROVEN	AEN IS		Date: Time:	06/13/2018 10:00 a.m.			
				ENGINEER'S ESTIMATE TETRA TECH 7645 E. 63rd STREET, #301 TULSA, OK 74133		MSB Construction, Inc. 9505 S. 4090 Rd Oologah, OK 74053 918-261-2909		McGuire Brothers Construction, Inc. 8415 Regency Drive Tulsa, OK 74131 918-224-2764		SAPULPA DIGGING, INC. 13499 S 49TH W AVE SAPULPA, OK 74066 918-671-5170		RL HENSLEY CONSTRUCTION, INC 9811 E 46TH PLACE TULSA, OK 74146 918-663-9936	
10.	DESCRIPTION	QUANTITY	<u>UNIT</u>	U.PRICE	TOTAL COST	U.PRICE	TOTAL COST	U.PRICE	TOTAL COST	U.PRICE	TOTAL COST	U.PRICE	TOTAL C
	STATION PAY ITEMS												
	Site Work, Complete In Place	1 240	LS LF	\$50,000	\$50,000.00	\$75,000.00	\$75,000.00	\$18,000.00	\$18,000.00	\$49,133.00	\$49,133.00	\$72,000.00	
	6' Chain Link Fence, with Double 10' Gate Control Building, Complete In Place	1	LF	\$35 \$90,000	\$8,400.00 \$90,000.00	\$42.00 \$57,000.00	\$10,080.00 \$57,000.00	\$30.00 \$59,000.00	\$7,200.00 \$59,000.00	\$175.00 \$92,000.00	\$42,000.00 \$92,000.00	\$40.00 \$65,000.00	
4	Lift Station (Wet Well, Valve Vault), Complete In Place	1	EA	\$675,000	\$675,000.00	\$550,000.00	\$550,000.00	\$720,000.00	\$720,000.00		\$649,000.00	\$900,000.00	\$900,0
	Generator and Pad, Complete In Place Electrical Work, Complete In Place	1	EA EA	\$55,000 \$225,000	\$55,000.00 \$225,000.00	\$44,000.00 \$110,000.00	\$44,000.00 \$110,000.00	\$45,000.00 \$118,000.00	\$45,000.00	\$34,000.00	\$34,000.00	\$52,000.00	\$52,0
			EA	\$225,000	\$225,000.00	\$110,000.00	\$110,000.00	\$118,000.00]	\$118,000.00	\$34,000.00	\$34,000.00	\$130,000.00	\$130,0
	R LINE Right-of-Way Clearing and Restoring	682	EA	\$8	\$5,456.00	\$1.00	\$682.00	\$2.00	C1 004 00	015.00	010 000 001	010.00	
8	Excavation and Backfill, Unclassified	158	SY	\$15	\$2,370.00	\$4.00	\$632.00	\$2.00	\$1,364.00 \$948.00	\$15.00 \$10.00	\$10,230.00 \$1,580.00	\$10.00 \$12.00	\$6,8 \$1,8
9 1	1" Water Meter	1	SY	\$1,500	\$1,500.00	\$1,000.00	\$1,000.00	\$2,100.00	\$2,100.00	\$2,500.00	\$2,500.00	\$4,100.00	\$4,
	2" Service Line Sodding	682 758	LS EA	\$30 \$6	\$20,460.00	\$20.00	\$13,640.00	\$50.00	\$34,100.00	\$35.00	\$23,870.00	\$38.00	\$25,9
		/58	EA	20	\$4,548.00	\$4.00	\$3,032.00	\$5.00	\$3,790.00	\$12.00	\$9,096.00	\$5.00	\$3,7
_	TY SEWER	1050		64	¢r 000 00	C10.00	C10 500 00	* 2.00	00 750 00	015 001	040 750 ool	010.00	
	Right-of-Way Clearing and Restoring Excavation and Backfill, Unclassified	1250 1788	LS LF	\$4 \$20	\$5,000.00 \$35,760.00	\$10.00	\$12,500.00 \$17,880.00	\$3.00 \$10.00	\$3,750.00 \$17,880.00	\$15.00 \$12.00	\$18,750.00 \$21,456.00	\$18.00 \$25.00	\$22,5 \$44,7
4 1	5" PVC Pipe, ASTM 3034, SDR 26	725	LS	\$250	\$181,250.00	\$200.00	\$145,000.00	\$205.00	\$148,625.00	\$150.00	\$108,750.00	\$295.00	\$213,8
	" PVC Pipe, ASTM 3034, SDR 26 "Dia. Manhole, Complete in Place	525	LS	\$100	\$52,500.00	\$75.00	\$39,375.00	\$195.00	\$102,375.00	\$120.00	\$63,000.00	\$145.00	\$76,
_	Dia. Manhole, Complete in Place	<u>3</u> 43	LS LF	\$5,500 \$400	\$16,500.00 \$17,200.00	\$4,000.00 \$400.00	\$12,000.00 \$17,200.00	\$4,000.00 \$400.00	\$12,000.00 \$17,200.00	\$8,000.00 \$700.00	\$24,000.00 \$30,100.00	\$11,500.00 \$400.00	\$34,5
3 5	Dia. Drop Manhole, Complete in Place	2	EA	\$6,000	\$12,000.00	\$5,000.00	\$10,000.00	\$4,500.00	\$9,000.00	\$10,000.00	\$20,000.00	\$13,000.00	\$26,0
	' Dia. Drop Manhole, Additional Depth over 6' depth ' Dia. Manhole, Complete in Place	21	EA	\$450	\$9,450.00	\$600.00	\$12,600.00	\$400.00	\$8,400.00	\$1,000.00	\$21,000.00	\$500.00	\$10,5
_	Dia. Manhole, Complete in Place	2	EA EA	\$4,500 \$250	\$9,000.00 \$500.00	\$2,500.00 \$250.00	\$5,000.00 \$500.00	\$2,200.00 \$250.00	\$4,400.00 \$500.00	\$5,000.00 \$1,000.00	\$10,000.00 \$2,000.00	\$5,900.00 \$430.00	\$11,8 \$8
2 C	Connection to New Manhole	3	EA	\$500	\$1,500.00	\$2,000.00	\$6,000.00	\$3,000.00	\$9,000.00	\$800.00	\$2,400.00	\$5,700.00	\$17,1
	odding emporary Silt Fence	1389 1200	EA EA	\$6	\$8,334.00 \$4,800.00	\$4.00	\$5,556.00	\$5.00	\$6,945.00	\$30.00	\$41,670.00	\$5.00	\$6,9
_	5" Water Table Cradle	200	EA	\$4 \$75	\$15,000.00	\$4.00 \$75.00	\$4,800.00 \$15,000.00	\$3.00 \$50.00	\$3,600.00 \$10,000.00	\$12.00 \$100.00	\$14,400.00 \$20,000.00	\$5.00 \$200.00	\$6,0 \$40,0
	ealed Manhole Lid	5	EA	\$350	\$1,750.00	\$400.00	\$2,000.00	\$650.00	\$3,250.00	\$1,500.00	\$7,500.00	\$700.00	\$3,5
	" PVC Service Reconnection	6	EA	\$600	\$3,600.00	\$500.00	\$3,000.00	\$1,600.00	\$9,600.00	\$1,200.00	\$7,200.00	\$750.00	\$4,5
	PVC Service Line ideo Pre-Inspection	300 1040	EA EA	\$50 \$6	\$15,000.00 \$6,240.00	\$25.00 \$6.00	\$7,500.00 \$6,240.00	\$85.00 \$7.00	\$25,500.00 \$7,280.00	\$40.00 \$5.00	\$12,000.00 \$5,200.00	\$30.00 \$5.00	\$9,0 \$5,2
-	MAIN SEWER					40.001 1	00,2 10,001	01100	01,200.00	0.00	\$3,200.00	\$0.00	
_	ight-of-Way Clearing and Restoring	2294	EA	\$4	\$9,176.00	\$1.00	\$2,294.00	\$2.00	\$4,588.00	\$15.00	\$34,410.00	\$9.00	\$20,6
E	xcavation and Backfill, Unclassified	1225	EA	\$20	\$24,500.00	\$1.00	\$1,225.00	\$8.00	\$9,800.00	\$7.00	\$8,575.00	\$19.00	\$23,2
	2" PVC Pipe, AWWA C900, DR 18	2294	EA	\$120	\$275,280.00	\$50.00	\$114,700.00	\$117.00	\$268,398.00	\$115.00	\$263,810.00	\$75.00	\$172,0
	" Flg. Magnetic Flow Meter Air Relief Valve (ARI S-020)	1	EA	\$10,000	\$10,000.00 \$4,000.00	\$10,000.00 \$4,500.00	\$10,000.00 \$4,500.00	\$18,000.00 \$5,200.00	\$18,000.00 \$5,200.00	\$12,000.00 \$5,000.00	\$12,000.00 \$5,000.00	\$33,000.00	\$33,0
	Dia. Manhole, Complete in Place (for Mag Meter)	1	EA	\$6,500	\$6,500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00	\$6,500.00	\$9,0
	Dia. Manhole, Complete in Place (for Air Relief Valve)	1	EA	\$7,500	\$7,500.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$7,500.00	\$7,500.00	\$9,200.00	\$9,2
	" x 12" Tapping Sleeve and Valve with Valve Box " x 45° Bend	1 8	EA	\$11,500	\$11,500.00	\$8,000.00	\$8,000.00	\$7,000.00	\$7,000.00	\$8,000.00	\$8,000.00	\$13,000.00	\$13,00
	" 22 1/2° Bend	9	EA	\$750 \$750	\$6,000.00 \$6,750.00	\$1,000.00	\$8,000.00 \$9,000.00	\$1,100.00 \$1,100.00	\$8,800.00 \$9,900.00	\$2,200.00 \$2,300.00	\$17,600.00 \$20,700.00	\$1,500.00	\$12,0 \$13,5
_	" 11 1/4° Bend	1	EA	\$750	\$750.00	\$1,000.00	\$1,000.00	\$1,100.00	\$1,100.00	\$2,400.00	\$2,400.00	\$1,500.00	\$1,5
	odding	765	EA	\$6	\$4,590.00	\$4.00	\$3,060.00	\$5.00	\$3,825.00	\$20.00	\$15,300.00	\$5.00	\$3,8
	mporary Silt Fence "Water Table Cradle	1500 200	EA EA	\$4 \$60	\$6,000.00 \$12,000.00	\$4.00 \$75.00	\$6,000.00 \$15,000.00	\$3.00 \$30.00	\$4,500.00	\$12.00 \$50.00	\$18,000.00 \$10,000.00	\$5.00 \$200.00	\$7,50
	ealed Manhole Lid	2	EA	\$350	\$700.00	\$400.00	\$800.00	\$650.00	\$1,300.00	\$1,200.00	\$2,400.00	\$750.00	\$40,00
Ту	pe 1A Plain Rip Rap	144	EA	\$100	\$14,400.00	\$50.00	\$7,200.00	\$45.00	\$6,480.00	\$100.00	\$14,400.00	\$90.00	\$12,9
RM	SEWER												
	ght-of-Way Clearing and Restoring	351	EA	\$4	\$1,404.00	\$1.00	\$351.00	\$2.00	\$702.00	\$20.00	\$7,020.00	\$21.00	\$7,37
	cavation and Backfill, Unclassified " Reinforced Concrete Pipe, Class III	155 351	EA EA	\$20 \$90	\$3,100.00 \$31,590.00	\$10.00 \$50.00	\$1,550.00 \$17,550.00	\$8.00 \$115.00	\$1,240.00 \$40,365.00	\$15.00 \$40.00	\$2,325.00	\$6.00	\$93
	et (SMD-Type 2)	1	EA	\$90	\$5,500.00	\$5,000.00	\$17,550.00	\$3,500.00	\$40,365.00	\$40.00	\$14,040.00 \$9,000.00	\$75.00 \$6,000.00	\$26,32 \$6,00
5' [Dia. Storm Manhole, Complete in Place	1	EA	\$5,000	\$5,000.00	\$2,500.00	\$2,500.00	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,00
-	Dia. Storm Manhole, Additional Depth over 6' depth	3 390	EA	\$400	\$1,200.00	\$200.00	\$600.00	\$400.00	\$1,200.00	\$400.00	\$1,200.00	\$450.00	\$1,35
	dding	390	EA	\$6	\$2,340.00	\$4.00	\$1,560.00	\$5.00	\$1,950.00	\$30.00	\$11,700.00	\$5.00	\$1,95
_	PAY ITEMS	06	FA	\$100	00 000 00	\$50.00L	C1 000 00	045.00	\$1.170.00L	\$200 00l		0100.00	
	be 1A Plain Rip Rap bilization	26	EA EA	\$100 \$150,000	\$2,600.00 \$150,000.00	\$50.00 \$25,000.00	\$1,300.00 \$25,000.00	\$45.00 \$52,651.00	\$1,170.00 \$52,651.00 \$	\$200.00 \$100,000.00	\$5,200.00 \$100,000.00	\$100.00 \$20,000.00	\$2,60 \$20,00
Cor	nstruction Staking	1	EA	\$20,000	\$20,000.00	\$12,000.00	\$12,000.00	\$20,000.00		\$25,000.00	\$25,000.00	\$11,000.00	\$11,00
	otographic Documentation	1	EA	\$2,500	\$2,500.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$650.00	\$65
	andonment of Existing 10" Gravity Line andonment of Existing 12" Gravity Line	2460 3354	EA EA	\$15 \$21	\$36,900.00 \$70,434.00	\$5.00 \$8.00	\$12,300.00 \$26,832.00	\$7.00 \$10.00	\$17,220.00 \$33,540.00	\$10.00	\$24,600.00	\$17.00	\$41,82
	andonment of Existing 12" Gravity Line	15	EA	\$2,000	\$30,000.00	\$8.00	\$26,832.00 \$3,750.00	\$10.00	\$33,540.00	\$10.00 \$750.00	\$33,540.00 \$11,250.00	\$17.00 \$1,500.00	\$57,01 \$22,50
Und	classified Borrow	813	EA	\$15	\$12,195.00	\$10.00	\$8,130.00	\$28.00	\$22,764.00	\$15.00	\$12,195.00	\$42.00	\$34,14
Ow	ners Allowance	1	EA	\$50,000		\$50,000.00		\$50,000.00		\$50,000.00	\$50,000.00	\$50,000.00	\$50,00
+ To	otal Sum math error correction				\$2,357,527.00		\$1,550,419.00		\$2,040,500.00	L	\$2,140,000.00		\$2,490,54
I, th I fur	otal Sum math error correction ie undersigned, do hereby state that all Bids on this Tabi ther state the Bid opening was conducted in accordance	ulation of Bids with normally	were rece accepted	ived in sealed en procedures app	provisions of the of	Sinche esence	of Rick Rumsey, Ci	ty of Sapulpa.					
					RYAN	L							

Date:

OKLAHOW

-mat By: / 2 MUTC P:\11366200-11386-14002\Construction\BidSupport

NOTICE OF AWARD

TO: MSB CONSTRUCTION, LLC 9505 S. 4090 RD OOLOGAH, OK 74053

PROJECT DESCRIPTION: BASIN NO2 & NO4 - SANITARY SEWER IMPROVEMENTS

The OWNER has considered the BID submitted by you for the above described Work in response to its ADVERTISEMENT FOR BIDS dated <u>MAY 20</u>, <u>2018</u>, and INFORMATION FOR BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$1,550,419.00.

You are required by the INFORMATION FOR BIDDERS to execute the AGREEMENT, and furnish the required Contractor's PERFORMANCE BOND, MAINTENANCE BOND, STATUTORY BOND, and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of ______, 2018

SAPULPA MUNICIPAL AUTHORITY OWNER

BY:____

REG GREEN

TITLE: MAYOR

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By MSB CONSTRUCTION, INC.

this _____ day of _____ , 2018.

BY: _____ TITLE: ___ PRESIDENT

MARK S. BERTSCH



AGENDA ITEM

Administration 6.B.

Municipal Authority Regular					
Meeting Date:	July 2, 2018				
Submitted For:	Rick Rumsey, Assistant City Manager				
Submitted By:	Amy Hoehner, Legal Assistant				
Department:	Public Works				
Presented By:	Rick Rumsey				

SUBJECT:

Discussion and possible action regarding a License Agreement with Stillwater Central Railroad, LLC for "Wire, Pipe, and Cable Transverse Crossings and Longitudinal Occupations" for boring below the railroad tracks to allow for the installation of a water line to service the new Fire Training Facility, in the amount of \$850.00 one-time fee, and a \$650.00 recurring annual license fee.

BACKGROUND:

This agreement with Stillwater Central Railroad will allow for a for the proposed 8 inch steel encased waterline to run under the highway and railroad tracks east of Sahoma Lake Road. A map of showing the location of this waterline is enclosed with the Agreement. This waterline will service the new Fire Training Facility. For more detailed information, please see attachments.

RECOMMENDATION:

Staff recommends Council/Trustees approve Agreement and authorize Mayor/Chairman to execute same.

Fiscal Impact

Amount:\$1,500.00To be paid from:Capital Improvement FundAccount number:45-546-311

Attachments

-



VIA ELECTRONIC MAIL

June 18, 2018

Mr. Josh Muskopf **Tetra Tech, Inc.** 7645 E 63rd St., Ste. 301 Tulsa, OK 74133

RE: Stillwater Central Railroad, L.L.C. License Agreement No. SLWC530608 For your Client: City of Sapulpa

Dear Mr. Muskopf:

Attached please find the above-referenced license agreement. After you have had an opportunity to review the same, please arrange for the appropriate official to execute the document in **duplicate original** by affixing his or her signature, printed name and title as well as the signature and printed name of a witness. You should return (1) both original documents (please print documents on one-side of paper, not front and back), (2) the required insurance as outlined in Alicia Vallarta's email to you dated February 26, 2018, (3) payment of the \$850.00 document processing fee and (4) payment of the first annual license fee in the amount of \$650.00. Make payment totaling \$1,500.00 and forward to:

Omega Rail Management, Inc. 4721 Trousdale Dr., Ste. 206 Nashville, TN 37220-1372 Attn: Stacey Darracott

If you have any questions or concerns, I can be reached at 1-800-990-1961 or <u>sdarracott@omegarail.com</u>. Thank you for your assistance with these matters.

Sincerely,

Stacey Darracott

Stacey Darracott Contracts Administrator

Enc.

cc: Kim A. Williams - ORM

Innovative Property Management Solutions

STILLWATER CENTRAL RAILROAD, LLC INSURANCE REQUIREMENTS

Licensee shall maintain a policy of commercial general liability and for at least **\$5,000,000.00** combined single limit, bodily injury and property damage per occurrence, **\$5,000,000.00** aggregate. The policy shall include: Completed operations liability, Contractual liability which would cover liabilities assumed under the contract with The Railroad, An endorsement deleting all exclusions for work performed near a railroad, an endorsement adding The Railroad as an additional insured and providing the Railroad 30 days' Notice Of Cancellation or intent not to renew. Further, Licensee or Licensee's Contractor shall maintain a policy of railroad protective liability insurance for the benefit of Railroad in the amount of at least **\$2,000,000.00** single limit and **\$6,000,000.00** aggregate. Licensee shall furnish certificates to Railroad and provide not less than 30 days' notice of cancellation or materials change in coverage.

STILLWATER CENTRAL RAILROAD, LLC 315 WEST 3RD STREET PITTSBURG, KS 66762

STILLWATER CENTRAL RAILROAD, LLC

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSINGS AND LONGITUDINAL OCCUPATIONS

THIS AGREEMENT, made this _____ day of ____, ____ between STILLWATER CENTRAL RAILROAD, LLC which has a mailing address at 315 WEST 3RD STREET, PITTSBURG, KANSAS 66762 party of the first part (hereinafter called "Railroad"), and CITY OF SAPULPA, having a mailing address at P.O. BOX 1130, SAPULPA, OKLAHOMA 74067 as party of the second part (hereinafter called "Licensee").

WITNESSETH, that said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of Licensee to be kept and performed, hereby permits, as a temporary license, Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove:

One (1) buried 16-inch steel pipeline containing one (1) 8-inch polyvinyl chloride potable water pipeline as hereinafter more fully described on the attached Exhibit "A".

LOCATION: below the tracks, right of way and property owned by Railroad at a location approximately 1,040 feet northeast of Mile Post 439 and 500 feet northeast of the centerline of Sahoma Lake Road, at or near Sapulpa, County of Creek, State of Oklahoma.

In accordance with construction plans, submitted by Licensee to and approved by the Property Manager, incorporated herein by reference, all and any part thereof being hereinafter referred to as the "FACILITIES"; said license, however, shall be under and subject to the following terms, covenants and conditions as hereinafter recited, which are hereby accepted and agreed to, by Licensee, to wit:

 The Licensee shall pay to Railroad upon the execution hereof, the sum of EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$850.00) as a one-time document processing fee and an annual license fee of SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$650.00) on June 1st for the term of the Agreement, beginning upon execution hereof for the period June 1, 2018 through May 31, 2019 (annual fees to be adjusted as follows). Railroad reserves the right to make adjustments in these charges.

The annual license fee specified above shall be adjusted annually (beginning with the payment due June 1, 2019) and shall be changed by the greater of (i) 3% or (ii) the percentage increase as reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1967=100)" specified for "All Items - United States" compiled by the Bureau of Labor Statistics of the United States Department of Labor (the "Index") as described below.

If applicable, the current base rent payable shall be changed in accordance with the following:

(a) The current base rent shall be adjusted annually, commencing June 1, 2019.

(b) Each adjustment shall be made with reference to the price index for the fourth month immediately preceding the effective date of each adjustment (Current Price Index).

(c) Each such adjustment shall be made by determining the percentage change of the then Current Price Index over the price Index for the full calendar month of the effective date of this License ("Base Price Index").

(d) Such percentage shall be computed by (i) obtaining the difference between the Current Price Index and the Base Price Index and (ii) dividing such difference by the Base Price Index.

(e) The percentage thus determined shall be multiplied by the then applicable current base rent hereinabove set forth, and the product thus determined shall represent the change payable in addition to the current base rent until a subsequent adjustment shall be made under this section.

In the event the Index shall hereafter be converted to a different standard of reference base or otherwise revised, the determination of the percentage change shall be made with the use of such conversion factor, formula, or table for converting the Index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as shall be reasonably determined by Railroad. Railroad shall provide prior notice to Licensee of all increases in rent and, upon request from Licensee, shall provide the calculation used to determine the current base rent.

2. (a) The Facilities shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined in Page 1. No departure shall be made at any time there from except upon permission in writing granted by the Property Manager, or his designee, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided is situated, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said Facilities shall be done under such general conditions as will be satisfactory to and approved by the Property Manager, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the Facilities, furnish any necessary inspectors, flagmen or watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of Railroad.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time Railroad should deem inspectors, flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said Facilities, of Licensee, Railroad shall have the right to place such inspectors, flagmen, or watchmen at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse Railroad upon demand. The furnishing or failure to furnish inspectors, flagmen, or watchmen by Railroad, however, shall not release Licensee from any and all other liabilities assumed by Licensee under the terms of this Agreement.

- 3. If Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned Facilities, it shall submit plans to Railroad and obtain the written approval of the Property Manager thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. Railroad reserves the right to make adjustments in the rental charges.
- 4. (a) Licensee shall at all times be obligated to promptly maintain, repair and renew said Facilities; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and

renewals thereto as may be required by Railroad; or Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to Licensee at any time make such repairs and renewals there to and furnish such material therefore as it deems adequate and necessary all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.

5. (a) The supervision over the location of the construction work and inspection of the Facilities and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid Facilities covered by this Agreement shall be within the jurisdictional rights of Railroad.

(b) The right of supervision over the location of the construction work and inspection of the Facilities from time to time thereafter by Railroad, shall extend for an appropriate distance on each side of the property of Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the Facilities over, under, upon or in the property of Railroad.

- 6. Licensee shall comply with all Federal, State and Local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.
- 7. (a) It is understood between the parties hereto that the operations of Railroad at or near the Facilities involve some risk, and Licensee as part of the consideration for this license hereby releases and waives any right to ask for or demand damages for or account of loss of or injury to the Facilities (and contents thereof) of Licensee that are over, under, upon or in the property and facilities of Railroad including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of Railroad or otherwise.

(b) And Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said Facilities in, on, about or from the premises of Railroad whether such losses and damages be suffered or sustained by Railroad directly or by its employees, patrons or licensees, or be suffered or sustained by other persons or corporations, including Licensee, its employees and agents who may seek to hold Railroad liable therefore, and whether attributable to the fault, failure or negligence of Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of Railroad. IRRESPECTIVE OF THE ABOVE AND REGARDLESS OF THE FAULT OF RAILROAD, UNDER NO CIRCUMSTANCES SHALL RAILROAD HAVE ANY LIABILITY TO THE OTHER PARTY, THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OR THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT LOSS OR DAMAGES, PUNITIVE, OR EXEMPLARY DAMAGES OR COSTS HOWSOEVER CAUSED ON ACCOUNT OF THE CONSTRUCTION, PLACEMENT, ATTACHMENT, PRESENCE, USE, MAINTENANCE, REPAIR, ALTERATION, RENEWAL, RELOCATION OR REMOVAL OF SAID FACILITIES IN, ON, ABOUT OR FROM THE PREMISES OF RAILROAD DESCRIBED HEREIN AND LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS **RAILROAD FROM THE SAME.**

(c) If a claim or action is brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

- 8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said Facilities shall be borne by Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of Railroad on the said Facilities. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.
- 9. Licensee shall, at its sole cost and expense, upon request in writing of Railroad, promptly change the location of said Facilities covered by this Agreement, where located over, upon or in the property and facilities of Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of Railroad upon land now or hereafter owned or used by Railroad to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then said Licensee shall make such adjustments or relocations in its Facilities as are over, upon or in the property and facilities of Railroad as may be required by said Railroad or its grantee; and if Licensee shall fail or refuse to comply therewith, then the duly authorized agents of Railroad may make such repairs or adjustments or changes in location and provide necessary material therefore.
- 10. Upon termination of this Agreement or upon the removal or abandonment of the Facilities covered hereby, all the rights, title and interest of Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and Licensee shall remove its said Facilities and appurtenances from Railroad property, and right of way and all property of Railroad shall be restored in good condition and to the satisfaction of Railroad. If Licensee fails or refuses to remove its Facilities and appurtenances under the foregoing conditions, Railroad shall be privileged to do so at the cost and expense of Licensee, and Railroad shall not be liable in any manner to Licensee for said removal.
- 11. In the event the Facilities consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities and appurtenances of Railroad arising from or as a result of the installation of the said Facilities for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense therefore.
- 12. In the event the said Facilities consist of electrical power or communication wires and/or appurtenances, Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its Facilities; and if Licensee should fail so to do, then Railroad may do so, and Licensee agrees to pay to Railroad on demand the full cost and expense therefore.

- 13. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said Facilities of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefore the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against Railroad or its property by reason of the construction and maintenance of said Facilities of Licensee.
- 14. The rights conferred hereby shall be the privilege of Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on page 1 without the consent and agreement in writing of Railroad being first had and obtained.
- 15. This Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days' written notice to the other; and upon the expiration of the said thirty (30) days after service of such notice, this Agreement and the permission and privileges hereby granted shall absolutely cease and terminate.
- 16. This Agreement shall take effect after signed by both parties.
- 17. Automobile mileage charges incurred by aforementioned Railroad inspectors, flagmen or watchmen in connection with the installation, maintenance, etc., of said Facilities will be based on allowances approved by the United States Government in effect at the time the expenses are incurred.
- 18. Environmental Compliance
 - 18.1 Licensee represents that it has conducted a complete inspection of the Facilities and except as noted herein, finds the Facilities to be reasonably free from pollution-induced conditions.
 - 18.2 Without limiting any other provisions of this Agreement, Licensee, at its expense, will at all times maintain and keep the Facilities and all improvements and property now or hereafter erected or placed thereon, including but not limited to, the structures, equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent or control the discharge of substances in the land, water, or air, and Licensee agrees to indemnify, hold harmless and defend Railroad from and against any and all suits, actions, proceedings, fines, claims, or the cleanup, response, removal or remediation of any environmental condition arising from or alleged to arise from a violation of any such environmental law, rule, or regulation, unless and except where such violation shall have been caused solely by the fault of the Railroad.
 - 18.3 Without limiting any other provision of this Agreement, Railroad shall have the right to enter and inspect the Facilities in order to determine whether Licensee is complying with such laws, rules, and regulations, but no such inspection or absence of inspection by Railroad shall be construed to relieve Licensee of its obligations to comply with all such laws, rules and regulations.
 - 18.4 In the event any cleanup, response, removal or remediation of any environmental condition is required by a governmental entity (hereinafter collectively referred to as "Response Action"), Licensee shall not be entitled to any damages, actual or consequential, by reason of the Response Action's interference with Licensee's use of the Facilities. Licensee shall not be entitled to abatement in the rent for any interference with Licensee's use of the Facilities due to a Response Action. Licensee shall permit Railroad and its contractor's full, unrestricted and unconditional access to the Facilities for the purpose of completing or engaging in a Response Action for which Licensee is responsible should Licensee fail to diligently pursue and complete

such Response Action to the satisfaction of Railroad. Railroad's completion of any Licensee's obligations hereunder shall not be deemed a waiver of Licensee's obligations under this Agreement. Railroad shall have the right, but not the obligation, to conduct reasonable inspections of Licensee's Response Action and Licensee shall provide Railroad all information requested by Railroad regarding Licensee's Response Action or any environmental condition for which Licensee is responsible.

19. Licensee shall maintain a policy of commercial general liability and for at least **\$5,000,000.00** combined single limit, bodily injury and property damage per occurrence, **\$5,000,000.00** aggregate. The policy shall include: Completed operations liability, Contractual liability which would cover liabilities assumed under the contract with the Railroad, an endorsement deleting all exclusions for work performed near a railroad, an endorsement adding the Railroad as an additional insured and providing the Railroad 30 days' Notice Of Cancellation or intent not to renew. Further, Licensee or Licensee's Contractor shall maintain a policy of railroad protective liability insurance for the benefit of Railroad in the amount of at least **\$2,000,000.00** single limit and **\$6,000,000.00** aggregate. Licensee shall furnish certificates to Railroad and provide not less than 30 days' notice of cancellation or materials change in coverage.

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article "14" of this Agreement.

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

STILLWATER CENTRAL RAILROAD, LLC (as Railroad)

CITY OF SAPULPA (as Licensee)

By:	
Name:	Kim A. Williams
Title:	Manager – Real Estate

Witness as to Railroad

By:	
Name:	_

By:	
Name:	_
Title:	

Witness as to Licensee

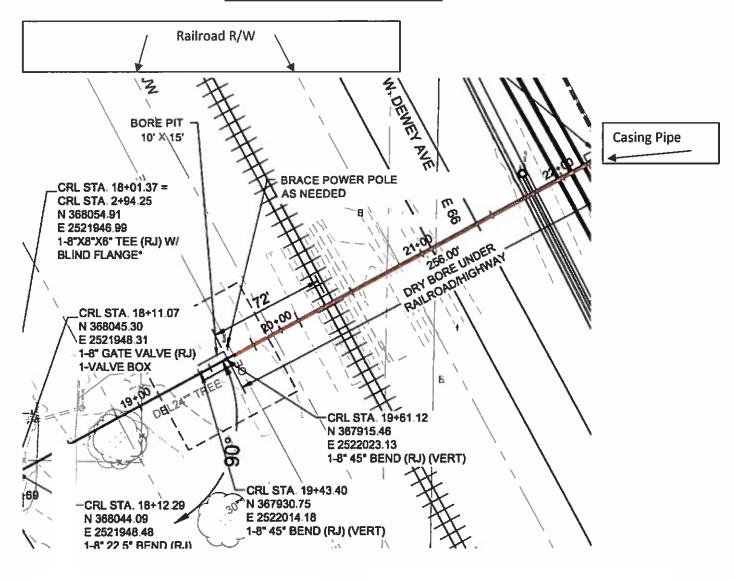
By:			
Name:			



EXHIBIT A LICENSE #SLWC530608 SAPULPA, CITY OF One buried 16-in steel pipe containing one 8-in PVC potable water pipe crx 1040 ft NE MP 439 and 500 ft NE c/l Sahoma Lake Rd

Plate II

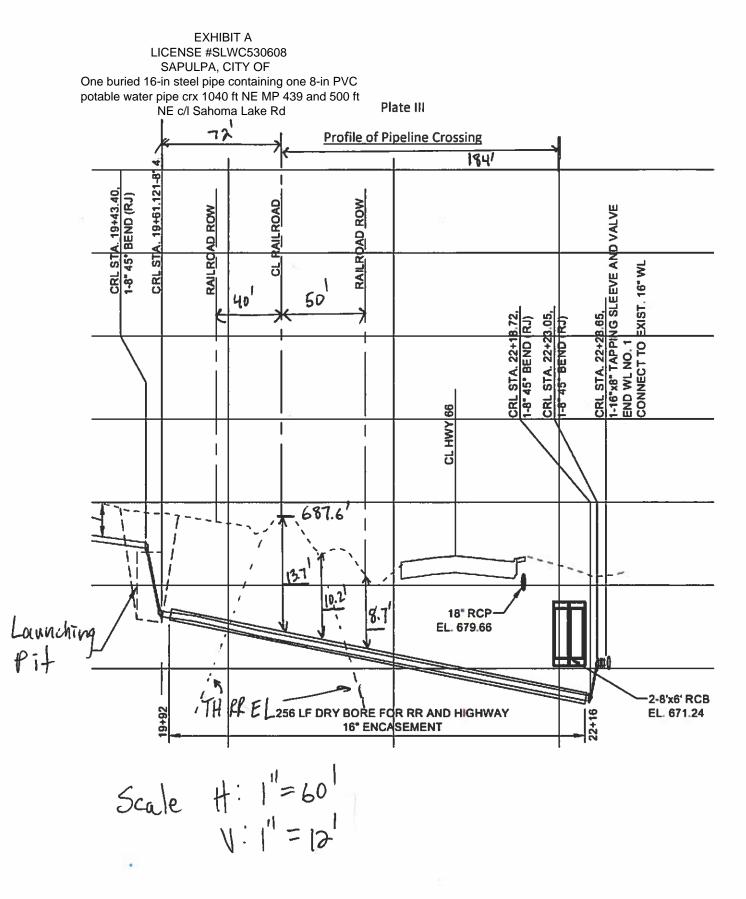
Plan View When Facility is a Crossing

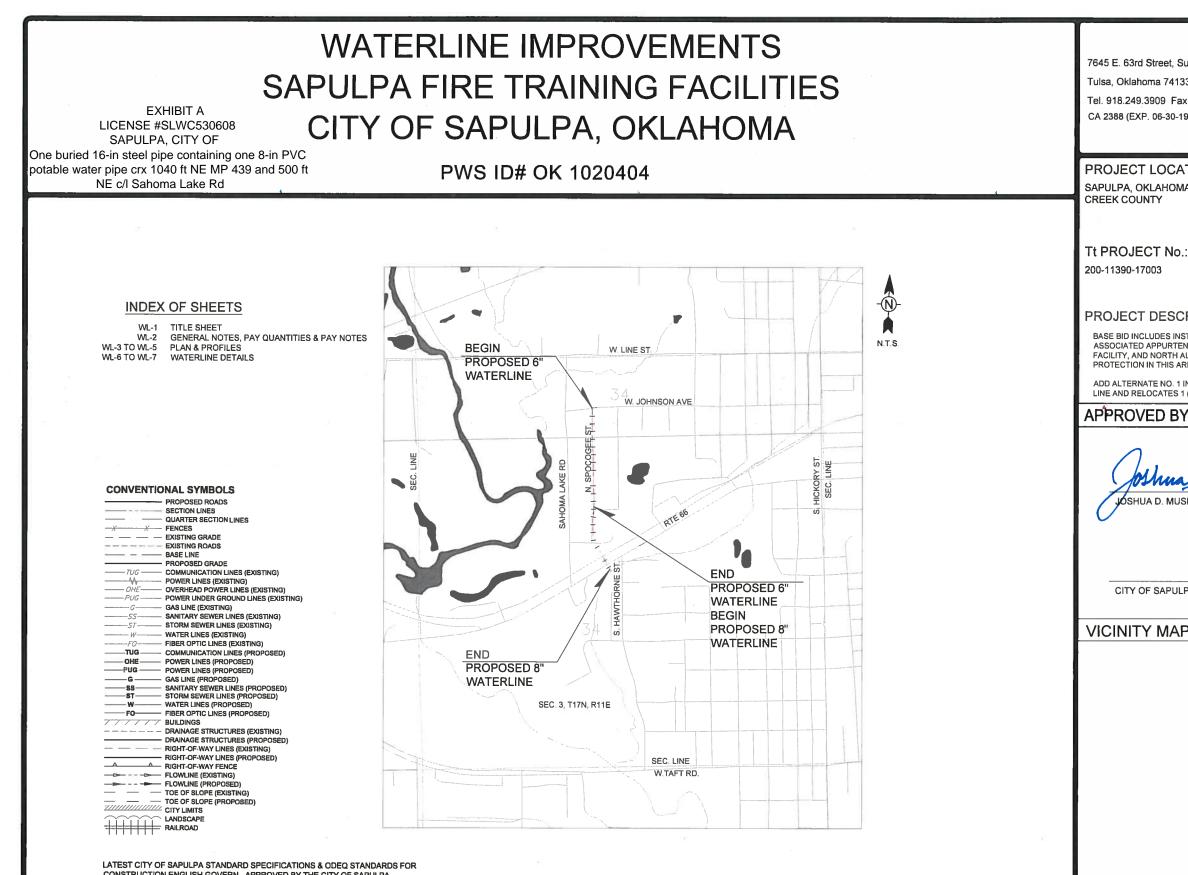


Intersection of Pipe and Track Lat: 35.99586667 Long: -96.12864411 To Station - 1,040 feet along RR CL to Milepost 439



 \leftarrow





CONSTRUCTION ENGLISH GOVERN. APPROVED BY THE CITY OF SAPULPA.

7645 E. 63rd Street, Suite 301 Tulsa, Oklahoma 74133 Tel. 918.249.3909 Fax 918.249.3930 CA 2388 (EXP. 06-30-19)



PROJECT LOCATION: SAPULPA, OKLAHOMA

CLIENT INFORMATION:

CITY OF SAPULPA 425 E. DEWEY AVE. SAPULPA, OK 74067

CLIENT PROJECT No.: XXXXXXXXXXXXXX

OFESS

MOHP

PROJECT DESCRIPTION / NOTES:

BASE BID INCLUDES INSTALLATION OF APPROXIMATELY 2,200 L.F. OF 6" AND 8" WATER LINE AND ASSOCIATED APPURTENANCES TO PROVIDE SERVICE TO THE PROPOSED SAPULPA FIRE TRAINING FACILITY, AND NORTH ALONG N. SPOCOGEE ST. TO W. JOHNSON AVE. IN ORDER TO INCREASE FIRE PROTECTION IN THIS AREA

ADD ALTERNATE NO. 1 INCLUDES INSTALLATION OF APPROXIMATELY 300 L.F. OF ADDITIONAL 6" WATER LINE AND RELOCATES 1 (ONE) FIRE HYDRANT ASSEMBLY WESTERLY TOWARDS SAHOMA LAKE ROAD.

APPROVED BY:

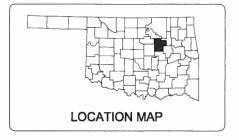
SHUA D. MUSKOPF, P.E. OK. NO. 29612

www.tetratech.com

CITY OF SAPULPA

DATE

VICINITY MAP:



SCALES

PLAN
PROFILE HOR.
PROFILE VER.
LAYOUT

1"=50 1"=50' 1"=5' 1"=1000

SHEET NO. WL-

GENERAL NOTES

- 1. COMPACTION OF TRENCH BACKFILL IN PAVED AREAS SHALL BE 95% STANDARD PROCTOR DENSITY
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROMPT REPLACEMENT AND/OR REPAIR OF ALL 2. TRAFFIC CONTROL DEVICES AND APPURTENANCES DAMAGED OR DISTURBED DUE TO CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING ALL LANDSCAPING IN AS GOOD OR 3. BETTER CONDITION AS EXISTING LANDSCAPING.
- THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPLACEMENT OR REPAIR OF ALL PRIVATE & PUBLIC UTILITIES DAMAGED DURING CONSTRUCTION.
- BORE ALL STREET CROSSINGS, DRIVEWAYS, TREES, AND ANY OTHER AFFECTED STRUCTURES UNLESS OTHERWISE NOTED
- ALL CROSSINGS AND PROPOSED TIE-IN LOCATIONS SHALL BE EXCAVATED AHEAD OF CONSTRUCTION 6. TO VERIFY THE FLOWLINE OF EXISTING WATER MAINS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION STAKING. THE STAKING MUST BE 7. DONE BY A PROFESSIONAL LAND SURVEYOR REGISTERED BY THE STATE OF OKLAHOMA, WHICH WILL BE VERIFIED AT PRE-WORK CONFERENCE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR GRADING ALL DISTURBED AREAS TO DRAIN AS GOOD OR BETTER THAN EXISTING CONDITIONS.
- ALL PORTLAND CEMENT CONCRETE PAVEMENT, CURBS, DRIVEWAYS, AND SIDEWALKS DISTURBED BY THIS PROJECT SHALL BE REPLACED WITH HIGH EARLY STRENGTH (HES) CONCRETE, 3500 P.S.I. MINIMUM
- 10. THE COST OF OBTAINING A STORM WATER DISCHARGE PERMIT SHALL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS. A STORM WATER DISCHARGE PERMIT IS REQUIRED BEFORE LAND DISTURBING ACTIVITIES CAN BEGIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIRS & REPLACEMENT OF ALL FROSION CONTROL MEASURES
- ALL WORK NOT CLASSIFIED AS A "PAY ITEM" SHALL BE CONSIDERED INCIDENTAL CONSTRUCTION THE 11. COST OF WHICH SHALL BE INCLUDED IN THE COST OF OTHER BID ITEMS.
- CRUSHER RUN BACKFILL WILL NOT BE PAID DIRECTLY, COST SHALL BE INCLUDED IN OTHER BID ITEMS 12.
- STREET CROSSING CONSTRUCTION SHALL BE ACCOMPLISHED ½ WIDTH AT A TIME WHERE NO 13. ROADWAY SHALL BE COMPLETELY CLOSED. ANY LANE RESTRICTION OR CLOSURE SHALL REQUIRE SPECIFIC ADVANCED APPROVAL FROM THE CITY OF SAPULPA.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE GPS "AS-BUILT" SURVEY, FOLLOWING THE 14 COMPLETION OF CONSTRUCTION, FOR EVERY 100' ALONG THE ALIGNMENT OF THE PROJECT, COORDINATES OF THE VALVES, FIRE HYDRANTS, EXISTING WATER METERS, AND SIMILAR APPURTENANCES, AN AUTOCAD DRAWING AND COORDINATES DATA SHEET SHALL BE SUBMITTED TO THE PROJECT ENGINEER FOR APPROVAL. THIS TASK MUST BE PERFORMED BY A REGISTERED PROFESSIONAL LAND SURVEYOR. DATA SUBMITTED SHALL BE TIED TO OKLAHOMA STATE PLANE COORDINATE SYSTEM. PAYMENT INCLUDED IN CONSTRUCTION STAKING
- ALL EXISTING FEATURES SHOWN ON THE PLANS ARE AT APPROXIMATE LOCATIONS. UNLESS 15. OTHERWISE NOTED.
- ANY END-USER WITH THE INTENT TO IRRIGATE MUST SUPPLY A DUAL CHECK VALVE TYPE BACKFLOW 16. PREVENTER

WATERLINE CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL CONFORM TO OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY, OAC 242: 656, AND CITY OF SAPULPA STANDARD SPECIFICATIONS.
- ALL PVC PIPE SHALL CONFORM TO AWWA C900, DR18. 2.
- ALL PIPE FITTINGS SHALL BE DUCTILE IRON WITH POLYETHYLENE ENCASEMENT 3.
- PVC PIPE SHALL BE INSTALLED WITH A #8 COPPER CONDUCTOR WIRE, BURIED ALONG THE TOP OF 4. THE PIPE, AND CONNECTED AT EACH END TO ALL FIRE HYDRANTS, VALVES AND OTHER APPURTENANCES
- TEES, BENDS AND CAP SHALL BE RESTRAINED WITH CONCRETE THRUST BLOCKS... 5
- 6 NOT USED
- 7 STANDARD DEPTH OF COVER SHALL BE A MINIMUM OF 3.0 FEET UNLESS NOTED OTHERWISE.
- 8. DISMANTLING JOINT SHALL BE ROMAC DJ400 OR APPROVED EQUAL
- "BORING-PIPE (SIZE)" OR "BORING-CASING (SIZE)" SHALL BE MEASURED BY THE LINEAL FOOT 9 BORED. PAYMENT FOR "BORING - PIPE (SIZE)" AND "BORING- CASING (SIZE)" SHALL BE MADE AT THE UNIT PRICE BID PER LINEAL FOOT FOR EACH SIZE. THE PRICE ESTABLISHED SHALL BE FULL COMPENSATION FOR FURNISHING AND PLACING ALL MATERIALS INCLUDING PIPE OR CASING, EXCAVATION AND BACKFILL, SHEETING, SHORING, BRACING AND DRAINAGE, DISPOSAL OF ALL SURPLUS MATERIALS, LABOR, TOOLS, EQUIPMENT, AND INCIDENTALS NECESSARY TO COMPLETE THIS ITEM OF WORK. THE UNIT PRICE BID FOR "BORING-PIPE (SIZE)" SHALL INCLUDE THE COST OF THE BORE AND CARRIER PIPE. THE UNIT PRICE BID FOR "BORING-CASING (SIZE)" SHALL INCLUDE THE COST OF THE BORE AND THE CASING.
- 10. EXISTING VALVES, PIPE LINES AND STRUCTURES MAY LEAK IN THE CLOSED POSITION. CONTRACTOR SHALL PROVIDE WHATEVER MEANS AND EQUIPMENT NECESSARY TO CONTROL WATER DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE OPERATION OF ALL EXISTING VALVES WITH THE CITY OF SAPULPA LINE MAINTENANCE DIVISION. OPERATION OF VALVES BY THE CONTRACTOR IS NOT ALLOWED.

a. THE CHIEF OPERATOR WILL SCHEDULE DATE AND TIME TO HAVE SAPULPA LAB TECH ON SITE TO CHECK CHLORINE LEVEL

2.

b. SUPER CHLORINATION IS 50-100 PPM FREE CHLORINE.

STREAM CAN BE MAINTAINED AND IS FREE OF DIRT AND DEBRIS.

NEW WATER LINE BACTERIA SAMPLING PROCEDURE

a. FIRE HYDRANTS ARE NOT SAMPLE POINTS

c. CITY OBSERVED HOLIDAYS ARE NOT CONSIDERED REGULAR BUSINESS DAYS.

REGULAR BUSINESS DAYS PRIOR TO NEEDING A SUPER CHLORINATION CHECK.

d. THE TESTING PROCESS WILL NOT COMMENCE UNTIL THE INVOICING WORKSHEET FOR WATER TESTING FEES PAPERWORK HAS BEEN PROPERLY FILLED OUT AND RETURNED TO **CITY PERSONNEL**

THERE MUST BE A SAMPLE POINT THAT WATER FLOW CAN BE CONTROLLED SO A SLOW STEADY

THE CITY OF SAPULPA WATER TREATMENT PLANT CHIEF OPERATOR MUST BE NOTIFIED WITHIN 4

- ONCE SUPER CHLORINATION IS ESTABLISHED THE CONTRACTOR IS TO ALLOW THE LINE TO STAY 3. PRESSURIZED FOR 24 HOURS TO ALLOW THE CHLORINE TO HAVE REQUIRED CONTACT TIME.
- a. SAPULPA LAB TECH WILL RETURN AFTER THE 24 HOURS HAS EXPIRED
- 4. SAPULPA LAB TECH WILL CHECK THE CHLORINE LEVEL
 - a. LINE MUST HAVE A MINIMUM OF 50 PPM FREE CHLORINE
 - b. IF LINE DOES NOT HAVE THE REQUIRED MINIMUM FREE CHLORINE OF 50PPM, THEN CONTRACTOR MUST ADD THE APPROPRIATE AMOUNT OF CHLORINE AND START THIS ENTIRE PROCEDURE OVER AGAIN
- THE CONTRACTOR WILL BE INSTRUCTED TO FLUSH LINE UNTIL THE FREE CHLORINE IS BETWEEN 5. 2.0 PPM TO 0.3 PPM
 - a. SAPULPA LAB TECH AND THE CONTRACTOR WILL DECIDE ON A TIME FRAME THAT THIS STEP CAN BE ACCOMPLISHED IN, AND THE LAB TECH WILL RETURN AT THAT TIME TO CONTINUE TO THE NEXT STEP
- THE CITY OF SAPULPA LAB TECH WILL TAKE THE FIRST BACTERIA SAMPLE. 6.
- 7. 24 HOURS AFTER THE FIRST BACTERIA SAMPLE IS PULLED THE CITY OF SAPULPA LAB TECH WILL BE ON SITE TO PULL THE SECOND BACTERIA SAMPLE.
- ONCE BOTH BACTERIA SAMPLES ARE TAKEN THE CITY OF SAPULPA LAB TECH WILL DELIVER 8. THEM TO THE LAB FOR TESTING
- THE CONTRACTOR WILL BE NOTIFIED AFTER THE CITY OF SAPULPA RECEIVES RESULTS. 9.
- a. USUALLY WITHIN 30 HOURS OF DELIVERY TO THE LAB. NOTES
- THE CONTRACTOR NEEDS TO START THIS PROCESS IN A TIME FRAME AS TO ALLOW FOR THE FIRST SAMPLE TO BE SCHEDULED FOR COLLECTION BY WEDNESDAY OF THE WEEK TO ENSURE THERE IS NO EXTRA COST INCURRED BY THE LAB.
- ALL ASSOCIATED PAPERWORK THAT IS REQUIRED MUST BE FILLED OUT AND READY WHEN SUPER CHLORINATION CHECK IS DONE, AND GIVEN TO SAPULPA LAB TECH. SAMPLING WILL NOT COMMENCE UNTIL ALL PAPERWORK IS IN ORDER

Base B	id				
ITEM NO.	SAPULPA SPEC. NO.	PAY ITEM NOTE	DESCRIPTION	UNIT	ESTIMATEI QUANTITY
1	1102.1		CONSTRUCTION STAKING	L SUM	1
2	1112		CONSTRUCTION SIGNS & TRAFFIC CONTROL	L SUM	1
3	2202		CONNECT TO EXISTING 4" WATERLINE	EA	1
4	2202		CONNECT TO EXISTING 16" WATERLINE	EA	1
5	2202.1		4" SOLID SLEEVE (MJ)	EA	2
6	2202.2	5	8" x 11.25 DEG BEND, DIP (MJ)	EA	2
7	2202.2	5	8" x 22.50 DEG BEND, DIP (MJ)	EA	1
8	2202.2	5	8" x 45 DEG BEND, DIP (MJ)	EA	4
9	2202.2	5	6" x 11.25 DEG BEND (MJ)	EA	4
10	2202.2	5	6"x6" TEE, DIP (MJ)	EA	1
11	2202.2	5	4"X4" TEE, DIP (RJ)	EA	1
12	2202.2	5	8"x8"x6" TEE, DIP (RJ)	EA	4
13	2202.2	1.5	16"x8" TAPPING SLEEVE & VALVE (MJ)	EA	1
14	2202.2	.,-	6" x 4" REDUCER, DIP (MJ)	EA	1
15	2202.2		8" x 6" REDUCER, DIP (MJ)	EA	1
16	2202.2	5.6	6" BLIND FLANGE, DIP (MJ)	EA	1
17	2202.4	1,5	8" GATE VALVE and BOX (MJ)	EA	1
18	2202.4	1.5	6" GATE VALVE and BOX (MJ)	EA	1
19	2202.7	.,=	1" AIR RELIEF VALVE with 36" METER CAN	EA	1
20	2202.9	2.5.12	SWIVEL RISER & FIRE HYDRANT ASSEMBLY, COMPLETE	EA	5
21		11	FIRE HYDRANT SAFETY BOLLARDS	EA	8
22	2205	3.4	8" PVC C900/DR18 PIPE. FINISH & LAID IN PLACE	LF	862
23	2205	3.4	6" PVC C900/DR18 PIPE, FINISH & LAID IN PLACE	LF	1.267
24	2205	8	1" SERVICE CONNECTIONS	EA	5
25	2209	7	16" x 3/8" WELDED STEEL CASING	LF	256
26	2209		16" DRY BORE	LF	256
27	2300		ROW CLEARING AND RESTORING	LF	1,905
28	2301		EXCAVATION AND BACKFILL, UNCLASSIFIED	CY	625
29		13	WEATHERPROOF SIGNAGE	EA	2
30	2322	10	SODDING AND SEEDING	SY	2.050
31	2325	10	SEDIMENT & EROSION CONTROL	LSUM	1
32	LULU	9	MOBILIZATION	LSUM	1
				2.00111	
	rnate No. 1			1	
33	2301		EXCAVATION AND BACKFILL, UNCLASSIFIED	CY	82
34	2202.2	5	6"x6" TEE, DIP (MJ)	EA	1
35	2202.4	1,5	6" GATE VALVE (MJ)	EA	2
36	2205	4	6" PVC C900/DR18 PIPE, FINISH & LAID IN PLACE	LF	293
37	2300		ROW CLEARING AND RESTORING	LF	293

PAY ITEM NOTES

- PERMITTED

- ADDITIONAL PAYMENT WILL BE MADE.

- 7. PIPE AND CONDUIT
- 8.
- 10.

 - 12. OF FENCE
 - 13.

LICENSE #SLWC530608 SAPULPA, CITY OF One buried 16-in steel pipe containing one 8-in PVC potable water pipe crx 1040 ft NE MP 439 and 500 ft NE c/l Sahoma Lake Rd

EXHIBIT A

GATE VALVES AND TAPPING VALVES SHALL BE MECHANICAL JOINT AND MANUFACTURED BY AMERICAN, DRESSER, MUELLER, KENNEDY, OR U.S. PIPE. NO OTHER MANUFACTURER WILL BE

2. FIRE HYDRANTS SHALL CONFORM TO AWWA C502. HYDRANTS SHALL BE MUELLER CENTURION ONLY.

TESTING AND CHLORINATING WATER MAINS: WATER MAINS SHALL BE TESTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR "INSTALLATION OF DUCTILE IRON WATER MAINS AND THEIR APPURTENANCES," AWWA DESIGNATION C-600. THE PRESSURE TEST OF 200 PSI SHALL BE FOR THIRTY MINUTES' DURATION. IF THE LINE PASSES THE TEST WITHOUT SIGNIFICANT PRESSURE DROP A LEAKAGE TEST SHALL BE MADE AT THE NORMAL OPERATING PRESSURES UNDER WHICH THE LINE IS TO OPERATE FOR TWO HOURS' DURATION, BEFORE BEING PLACED IN SERVICE, ALL MAINS SHALL BE CHLORINATED IN ACCORDANCE WITH "AWWA STANDARD FOR DISINFECTING WATER MAINS," AWWA DESIGNATION C-651. WHERE TEMPORARY PLUGS ARE REQUIRED FOR PRESSURE TESTING, THE CONTRACTOR SHALL FURNISH AND INSTALL THE PLUG AND TEMPORARY BLOCKING, AND REMOVE AFTER TESTING IS COMPLETE NO ADDITIONAL PAYMENT WILL BE MADE

DETECTABLE MARKING TAPE SHALL BE USED ON ALL PVC PIPE PER SUPULPA STANDARD SPECIFICATION NO. 2307. THE COST SHALL BE INCLUDED IN THE UNIT PRICE BID FOR PIPE. NO

TEES, BENDS AND BLIND FLANGE SHALL BE RESTRAINED WITH CONCRETE THRUST BLOCKS. COST FOR THRUST BLOCKS SHALL BE INCLUDED IN UNIT PRICE BID FOR FITTINGS

IF ADD ALTERNATE IS BUILT, 6" BLIND FLANGE AND 1 FIRE HYDRANT ASSEMBLY WILL BE USED AT STA 0+00 (ADD ALTERNATE). IF NOT BUILT BLIND FLANGE AND HYDRANT WILL BE USED AT STA. 18+01.37.

16" STEEL CASING SHALL BE VENTED, WITH SEALED ENDS, AND SPACERS USED BETWEEN CARRIER

SERVICE CONNECTION TO INCLUDE SERVICE CLAMPS, 3 PART UNIONS, CORPORATION STOPS AND OTHER APPURTENANCES NECESSARY FOR A COMPLETE SERVICE CONNECTION

PAYMENT SHALL BE FULL COMPENSATION FOR PERFORMING THE WORK SPECIFIED AND THE FURNISHING OF ALL MATERIALS, LABOR, TOOLS, EQUIPMENT, AND INCIDENTALS NECESSARY TO MOBILIZE AND SUBSEQUENTLY DEMOBILIZE THE CONSTRUCTION PREPARATORY OPERATIONS. PAYMENT FOR THIS ITEM SHALL BE MADE IN TWO INSTALLMENTS UNLESS THE FIRST ESTIMATE SUBMITTED IS THE FINAL ESTIMATE. THE FIRST PAYMENT OF 50 PERCENT OF THE LUMP SUM PRICE, AN ADDITIONAL 15 PERCENT OF THE PRICE BID MAY BE INCLUDED IN THE FIRST PAY ESTIMATE WHICH REFLECTS 50 PERCENT COMPLETION OF THE WORK. THE REMAIN (35 - 50%) MAY BE INCLUDED ON THE FINAL PAY ESTIMATE, NO ADDITIONAL PAYMENT FOR DEMOBILIZATION.

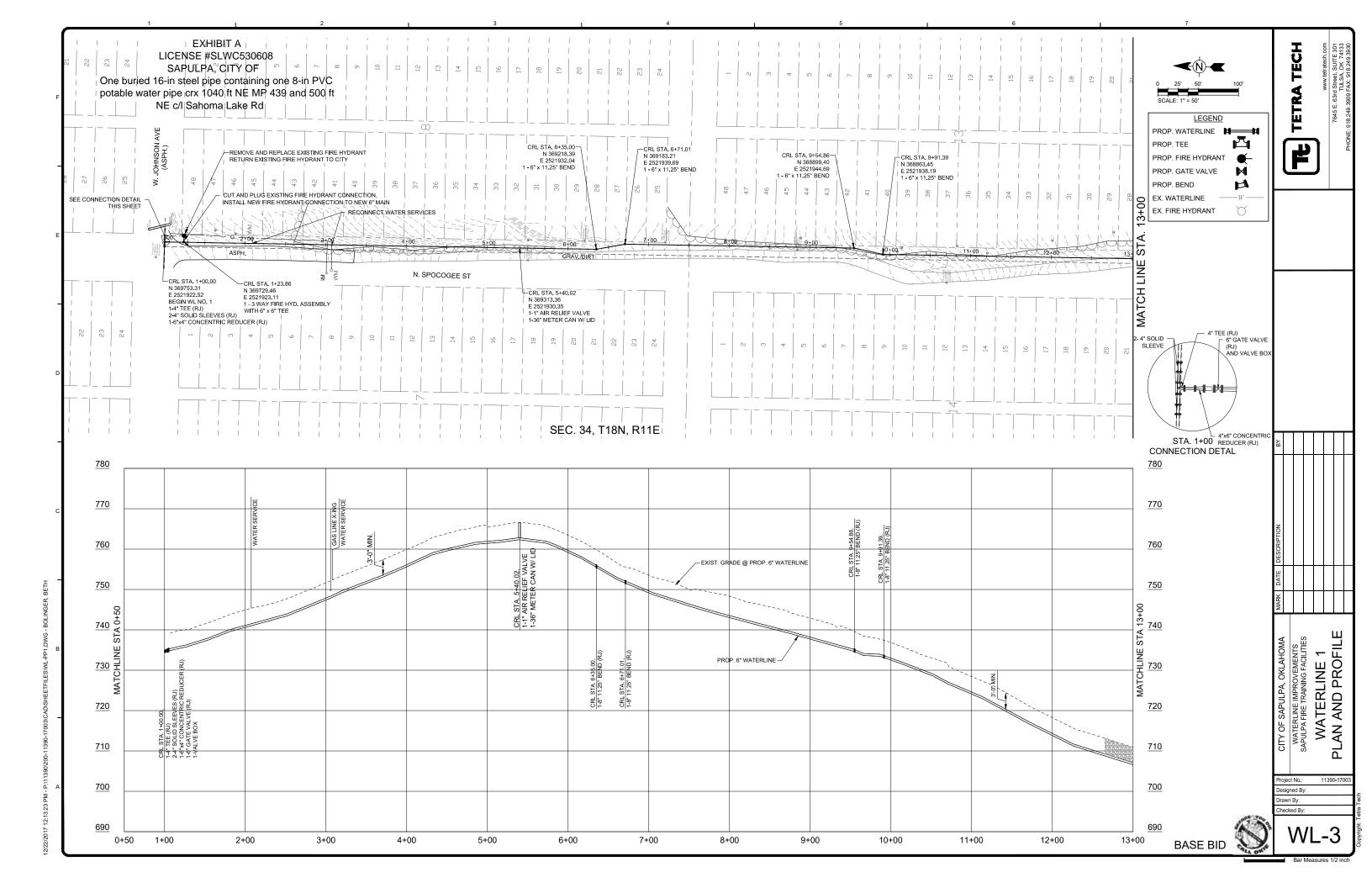
THE SOD QUANTITY SHALL BE COMPUTED AS FOLLOWS - LENGTH OF SEGMENT WHERE GRASS IS DISTURBED x 10' WIDE DIVIDED BY 9 FOR A TOTAL SQUARE YARDS FOR PROJECT

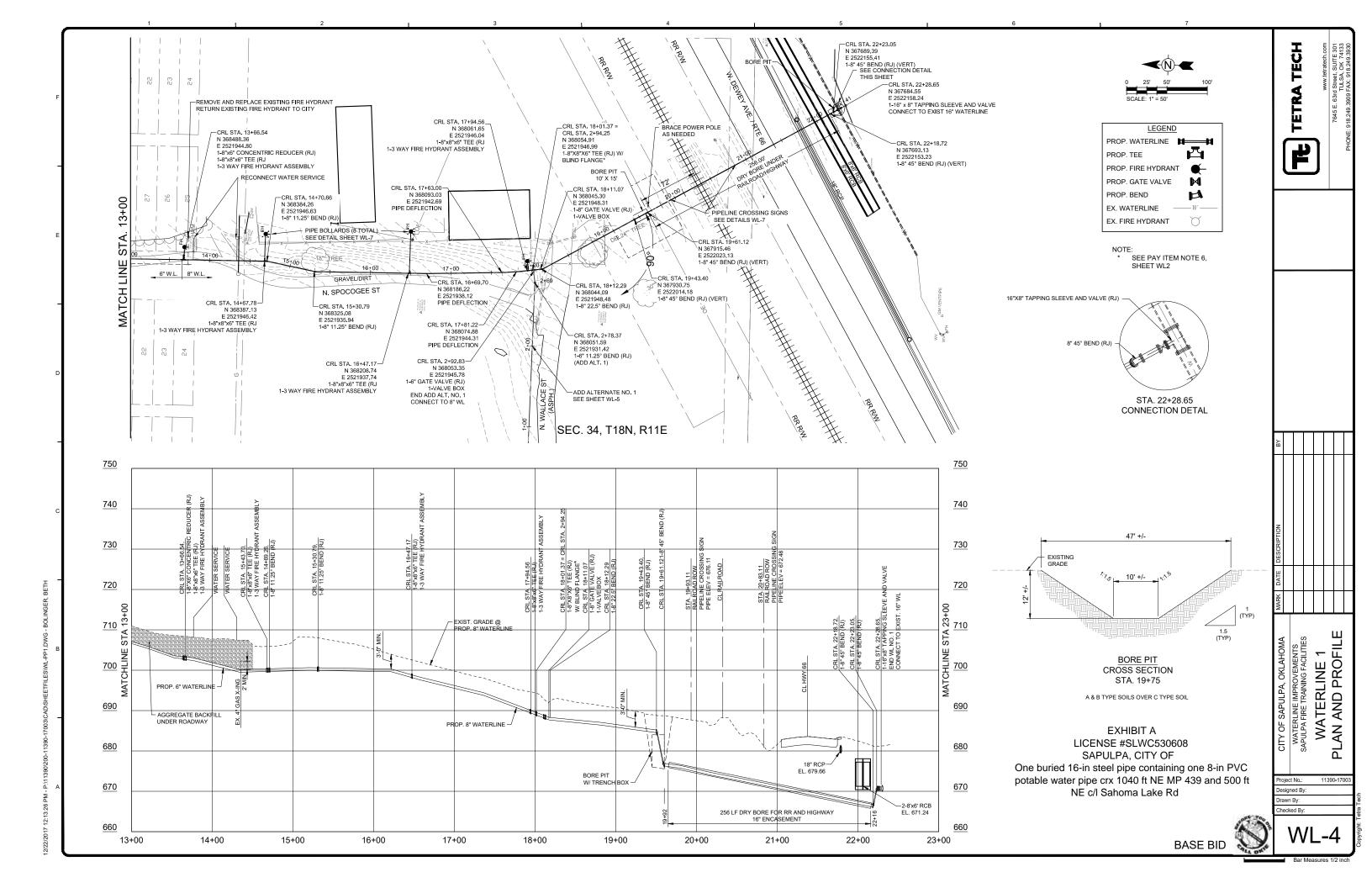
11. BOLLARDS SHALL BE PER STANDARD DETAIL SHOWN ON SHEET WL-7 AND PAID PER UNIT INSTALLED.

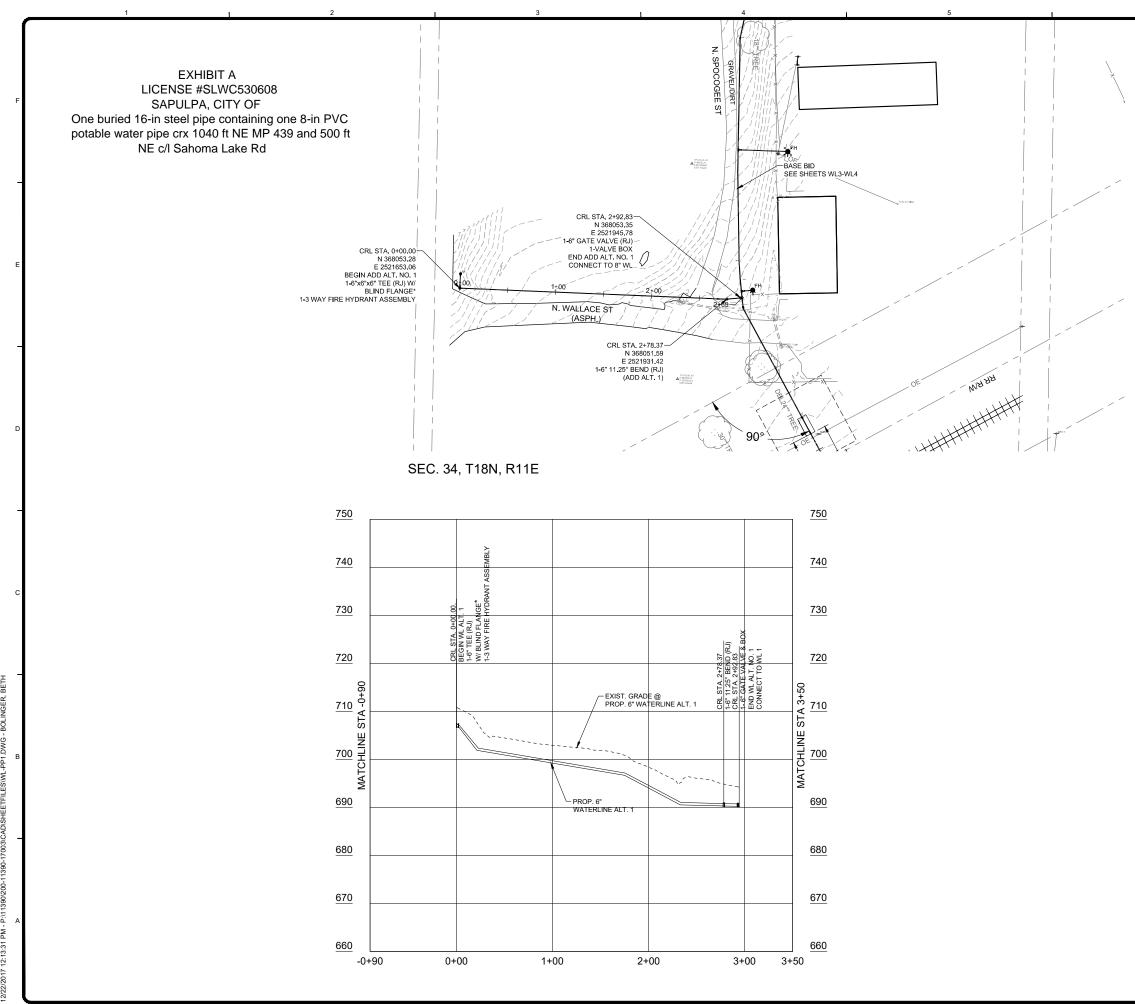
FIRE HYDRANT ASSEMBLY SHALL INCLUDE FIRE HYDRANT, GATE VALVE AND BOX, AND ALL NECESSARY PIPE TO PLACE 2 FIRE HYDRANTS WITHIN FIRE TRAINING FACILITY FENCING LOCATED AT STA. 15+43.70 AND STA. 16+47.17 AND OTHER APPURTENANCES NECESSARY FOR A COMPLETE INSTALLATION. FIRE HYDRANTS INSTALLED WITHIN THE FENCED LIMITS OF THE FIRE TRAINING FACILITY SHALL HAVE ASSOCIATED GATE VALVE PLACED OUTSIDE

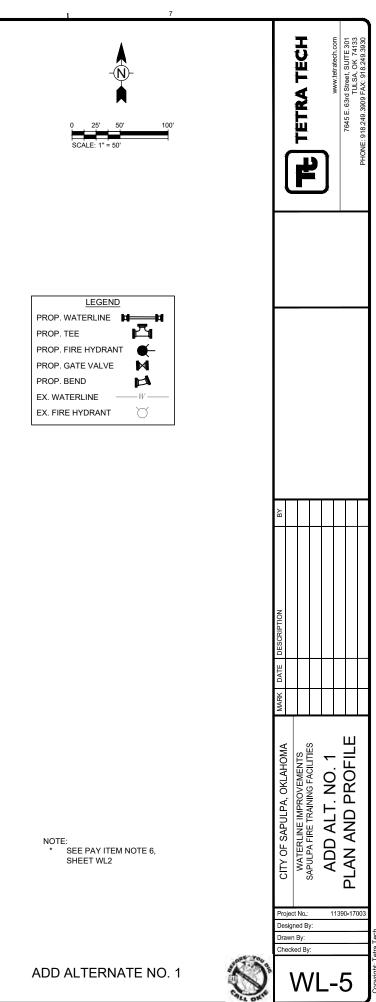
TWO SIGNS SHALL BE PLACED AT RAILROAD RIGHT-OF-WAY AND SHALL CONTAIN THE NECESSARY INFORMATION FOUND IN THE PIPELINE CROSSING DETAIL, SHEET WL-7.

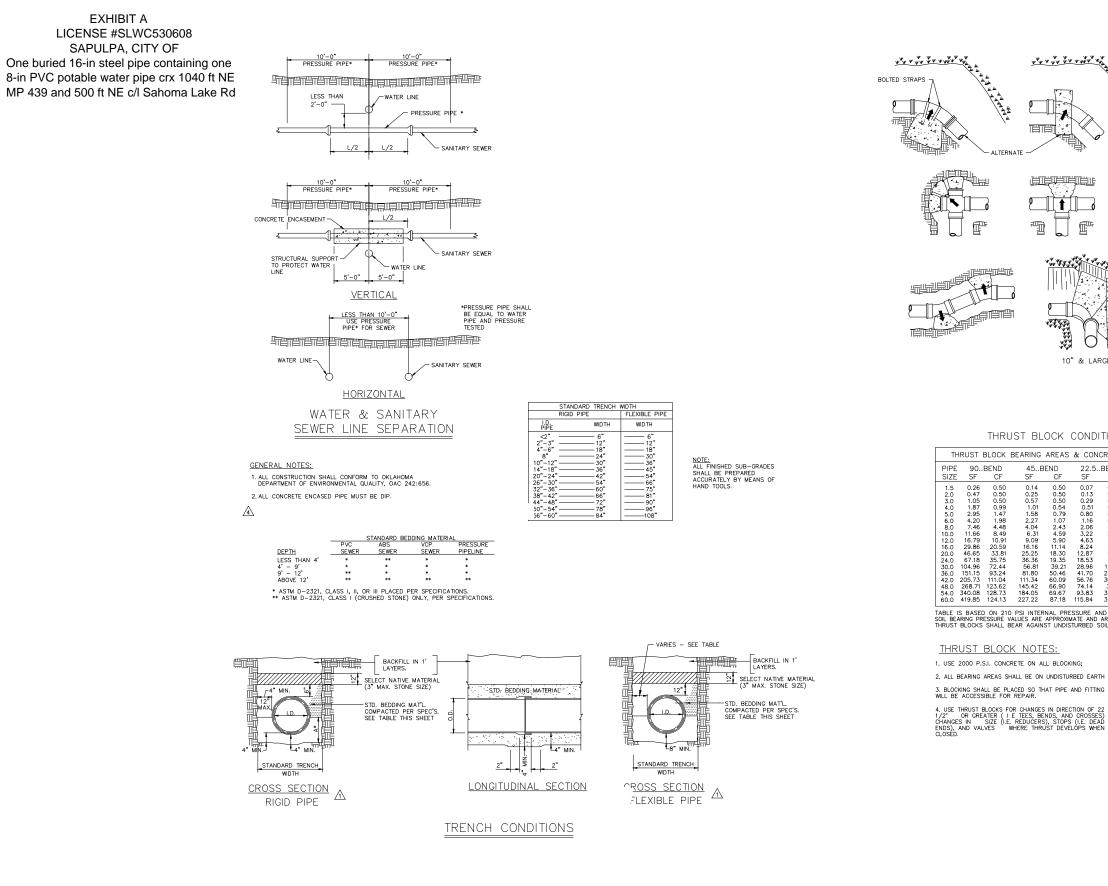
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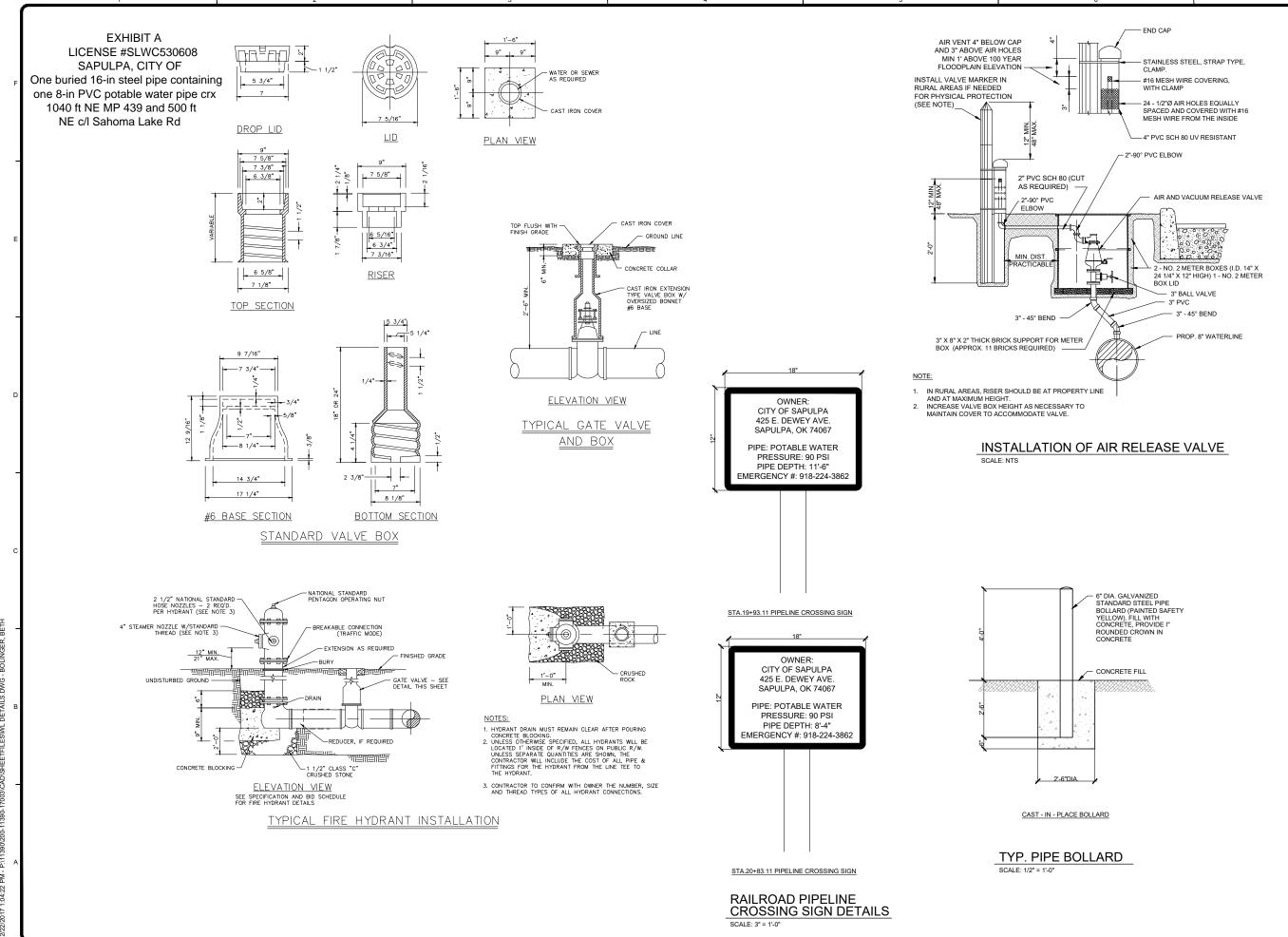




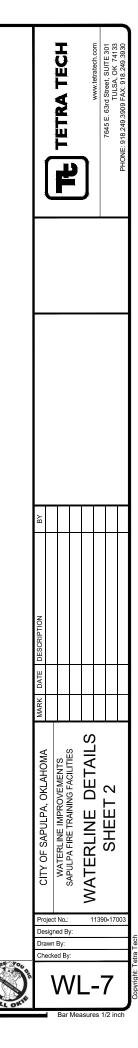


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			(TE TETRA TECH	www.tetratech.com	7645 E. 63rd Street, SUITE 301 TULSA, OK 74133 PHONE: 918 249.3909 FAX: 918.249.3930	
RGER 1 1/2" - 8" PIPE							
CRETE VOLUMES .8END PLUG/TEE CF SF CF 0.50 0.37 0.50 0.50 0.66 0.50 0.50 0.66 0.50 0.50 1.48 0.54 0.50 2.64 1.40 0.50 2.64 1.40 0.55 5.94 2.80 1.24 10.56 6.34 5.68 4.22 29.11 9.33 65.97 47.82 9.86 95.00 50.56 19.99 148.44 102.45 25.72 213.75 13.86			TION BY				
30.64 290.94 157.03 34.11 380.01 174.82 35.52 480.95 182.05 34.25 593.76 175.55 DO 1000 P.S.F. ALLOWABLE ARE THE MINIMUMS ALLOWED. SOIL.			MARK DATE DESCRIPTION		S		-
NG 22 S) SN N			CITY OF SAPULPA, OKLAHOMA	SAPULPA FIRE TRAINING FACILITIES	WATERLINE DETAILS	SHEET 1	
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		S	Unec	ked By:	L-	6	Copyright: Tetra Tech

Bar Measures 1/2 inch









Applicant Information

Legal Name of Company:	Sapulpa Municipal Authority				
Municipal Ownership, if any:	City of Sapupla	of Sapupla State of incorporation: Oklahoma			
If not a corporation, name(s) of owners or partners:					
Contact Name:	Rick Rumsey	Phone:	(918) 2	224-3040	
Fax:		Email Address:	rrumse	ey@cityofsapulpa.net	
Business Address:	P.O. Box 1130, Sapulpa, OK 7406	7			

Legal Name of Company:		
Municipal Ownership, if any:	State of incorporation:	
If not a corporation, name(s) of owners or partners:		
Contact Name:	Phone:	
Fax:	Email Address:	
Business Address:		

Application For

● Pipeline Crossing ○ Pipeline parallel to track ○ Both

Purpose

Product to be handled in pipeline: Potable Water

Location

Nam	e of Railroad:	Stillwater Central Railroad				
City:	City: Sapulpa			ОК	County:	Creek
Dista	ince and direct	ion from nearest Railroad milepost:	1,040 fe	et along CL l	Railroad to	o the southwest lies Milepost 439
Dista cross		tion from centerline of nearest road	500 fee	t along CL I	Railroad t	to the southwest lies CL Sahoma Lake ₽
Distance in feet measured along the track from the point pipe(s) cross the track (main track or more than one track) to known point on Railroad (centerline of road crossing, center of railroad culvert, east or west end of a railroad bridge, points of a railroad switch):			270 feet	along CL Ra	ailroad to t	he northeast lies a railroad culvert
(any		e with track at the point of crossing t 90 degrees MUST be approved by	90 degr	ees		
	ince from cent	erline of nearest track if a parallel ent:	N/A			
Tota	length of pipe	line on railroad right of way:	90 feet			



Construction Data

Indicate Boring Method:	Dry Boring	
Distance from header of dry perpendicular to track:	boring or jacking pit to center of closest track measured	72 feet
Vertical distance from base of ra	13.7 feet	
Distance from bottom of track d	10.2 feet	
Distance below ground surface	outside of track and track ditch area to top of casing:	8.7 feet

Pipe Data

	Carrier	Casing		Carrier	Casing
Contents to be handled:	Water (😭	N/A	Normal Operating Pressure:	235 psi	N/A
Nominal Size of Pipe:	8-inch	16-inch	Outside Diameter:	9.05"	16"
Inside Diameter:	7.98"	15.9"	Wall Thickness:	0.503"	0.375"
Weight per Foot:	9.2 lbs	27.9 lbs	Material:	PVC	Steel
Process of Manufacture:	Extrusion	Rolled W	Specification:	C900	C200
Grade or Class:	DR-18	35k Yield	Test Pressure:	500 psi	N/A
Type of Joint:	Restrain	Welded	Type of Coating:	N/A	None
Details of Cathodic Protection:	N/A	None	Details of Seal or Protection at Ends of Casing:	N/A	Seal Vent
Method of Installation:	Spacers	Dry Bore	Character of Subsurface Material at the Crossing Location:	N/A	N/A
Approximate Ground Water Level:	N/A	N/A	Source of Information on Subsurface Conditions (Borings, Test Pits or Other):	N/A	N/A

Note: Any soil investigation made on Railroad property or adjacent to tracks shall be carried on under the supervision of Railroad's Chief Engineer.



Project Information

Date you expect to be	e on Railroad premises:	April 2018	Date you expect t	o complete project:	May 2018
Is facility: C Tempo	rary (Permanent	If temporary, e	stimated term:	(weeks, mont	hs, etc.)
Will you employ a con	tractor for installation or a	maintenance?:	C Yes C No @	Yes, but contractor h	nas not been identified
Company Name:	<u>.</u>		Contact Name:	11	ni.
Phone:			Fax:		
Mobile:			Email Address:		
Business Address:					

Please include eight (8) copies of plan and profile drawings (no larger than 11" x 17"), eight (8) copies of an area map (indicating the worksite) (no larger than 11" x 17"), a copy of the existing agreement (if applicable), and a non-refundable application fee of \$1250.00 (subject to change without notice) and submit to:

Omega Rail Management, Inc. 4721 Trousdale Drive, Suite 206 Nashville, TN 37220 (800) 990-1961 (800) 660-6326 (Facsimile)

If, in the opinion of the Railroad, sufficient hazard is involved, Railroad will supply flagmen, with proper advance notice, or if the pipeline installation requires removal, replacement, modification, or locating of track, bridges, signals, railroad wires or pipelines, roads, or the supply of railroad engineering or supervision, the applicant agrees the full cost of such railroad services will be borne by the applicant.

Assistant City Manager

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November 20, 2018

Signature of Applicant

Title

Date

If this application has been prepared by a consultant or other third party, please complete the following:

Name of individual who prepared application:	Joshua Muskopf, PE
Name of firm:	Tetra Tech, Inc.
Business address of preparer:	7645 E. 63rd St., Suite 301, Tulsa, OK 74133
Phone:	(918) 249-3909
Fax:	
Email:	josh.muskopf@tetratech.com

OFFICE USE ONLY		
Application received:	12/14/2017	
By:	AC	
Permit No. Assigned:	SLWC530608	



AGENDA ITEM

Administration 6.C.

Municipal Authority Regular Meeting Date: July 2, 2018 Submitted By: Mike Hoehner, Utility Billing Supervisor Department: Utility Billing Presented By: Mike Hoehner

SUBJECT:

Discussion and possible action regarding an Ordinance of the City of Sapulpa, Oklahoma, Amending Ordinance #2796 to Provide for Corrected Sewer Rate for Creek County Commercial Users in the City of Sapulpa; Repealing All Ordinances or Parts of Ordinances in Conflict with this Ordinance; and Providing That If Any Part or Parts of this Ordinance Are Held Invalid or Ineffective, the Remaining Portions Shall Not Be Affected; Providing an Effective Date and Declaring an Emergency.

BACKGROUND:

On June 4, 2018, City Council approved Ordinance #2796 which contained a scriveners error in the rate for Sewage Disposal Charges, relating to "Commercial users inside city limits within Creek County". The Ordinance approved stated a rate of \$5.26 per thousand gallons of water used, when the correct and intended rate is \$2.75 per thousand gallons of water used.

RECOMMENDATION:

Staff recommends Council/Trustees approve the Ordinance and authorize Mayor/Chairman to execute same.

Attachments

Ordinance

ORDINANCE NUMBER

AN ORDINANCE OF THE CITY OF SAPULPA, OKLAHOMA, AMENDING ORDINANCE #2796 TO PROVIDE FOR CORRECTED SEWER RATE FOR CREEK COUNTY COMMERCIAL USERS IN THE CITY OF SAPULPA; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING THAT IF ANY PART OR PARTS OF THIS ORDINANCE ARE HELD INVALID OR INEFFECTIVE, THE REMAINING PORTIONS SHALL NOT BE AFFECTED; PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL, CITY OF SAPULPA, OKLAHOMA:

Section 1. That Ordinance #2796 is amended in part to read as follows:

"Commercial users inside city limits within Creek County:

\$39.53 minimum per month, plus \$5.26 **\$2.75** per thousand gallons of water use."

Section 2. All ordinances, or parts of ordinances, in conflict with this ordinance are repealed to the extent of conflict only.

<u>Section 3.</u> If any part or parts of this ordinance are held invalid or ineffective, the remaining portions shall not be affected but remain in full force and effect.

Section 4. Effective Date. The rates reflected in this ordinance shall be in effect from and after July 1, 2018.

<u>Section 5.</u> <u>EMERGENCY.</u> Being immediately necessary that the provisions of this ordinance be put into full force and effect for the preservation of the public peace, health and safety of the City of Sapulpa, Oklahoma, an emergency is hereby declared to exist and this ordinance shall be in full force and effect after its passage, approval and publication as required by law.

PASSED AND APPROVED in regular session this _____ day of ______ 2018 with emergency clause voted on separately.

Reg Green, Mayor

ATTEST:

APPROVED AS TO FORM:

Shirley Burzio, City Clerk

David R. Widdoes, City Attorney



AGENDA ITEM

Municipal Authority Regular Meeting Date: July 2, 2018 Submitted By: Anna Jo Fife, City Manager Assistant Department: City Manager Presented By:

SUBJECT:

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Status Report from Tetra Tech regarding various City and SMA projects.

BACKGROUND:

RECOMMENDATION:

Attachments

Status Report 07-02-18

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<u>STATUS</u> 0 = Operations P = Planning E = Engineering Design C = Construction

TETRA TECH, INC. PROJECT STATUS REPORT SAPULPA, OKLAHOMA JULY 2; 2018

 1 De	PROJECT	TETRA TECH CONTACT	STATUS	FUNDING	COMMENTS	RECOMMENDED ACTION
 . ``	Water Atlas Creation	Ryan Mittasch, P.E.	ס		Tetra Tech is waiting for atlas markups from city staff to document facilities that were not in the plans previously provided.	City to review draft atlas and provide updated information to Tetra Tech for data entry.
 2.	N02-N04 Lift Station, Force Main, and Gravity	Ryan Mittasch, P.E.	m		This project was advertised for construction. Bids were opened June 13.	Award construction contract.
3.	SeneGence/Westside Sewer Plan	Josh Muskopf, P.E.	Ш		Survey and geotech complete. Potholing of conflicting utilities upcoming as preliminary design begins ahead of schedule.	None.
. 4	Sapulpa Fire Training Facility Waterline	Josh Muskopf, P.E.	m		Permit approvals from ODOT, ODEQ, and Stillwater Central Railway received. Final plan review upcoming and advertisement for bids to follow.	None.
'n	Hobson Street Study	Josh Muskopf, P.E.	σ		Study area flow monitoring and survey underway.	None.
 <u></u> 0	Frankoma Road Sanitary Sewer Extension	Josh Muskopf, P.E.	٦		Subconsulting underway. Project kickoff in early July.	None.

Page 1 of 1