

**CITY OF SAPULPA, OKLAHOMA**  
**COUNCIL PROCEEDINGS**  
Meeting of October 7, 2019

The City Council of Sapulpa, Oklahoma, met in regular session Monday, October 7, 2019, at 7:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Present: Reg Green, Mayor  
Louis Martin, Jr., Vice-Mayor  
Bruce Bledsoe, Councilor  
Marty Cummins, Councilor  
Carla Gunn, Councilor  
Craig Henderson, Councilor  
Hugo Naifeh, Councilor  
John Suggs, Councilor

Absent: John Anderson, Councilor  
Wes Galloway, Councilor

Staff Present: City Manager Joan Riley; City Treasurer / Finance Director Pam Vann; City Attorney David Widdoes; City Clerk Shirley Burzio; Urban Development Director Nikki Howard; Public Works Director Steve Hardt

**1. INVOCATION.**

The invocation was given by Rev. Clint Miles.

**2. PLEDGE OF ALLEGIANCE.**

Mayor Reg Green led the Pledge of Allegiance.

**3. MINUTES AND CONSENT ITEMS.**

- A.** Approve the minutes of the September 16, 2019, regular city council meeting.
- B.** Approve claims in the amount of \$530,790.27.

- C. Approve prepaid claims in the amount of \$30,377.36.

Motion was made by Louis Martin, Jr., seconded by Bruce Bledsoe to approve the minutes, claims and prepaid claims.

**ROLL CALL:** AYE: Reg Green, Louis Martin, Jr., Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson, Hugo Naifeh, John Suggs

**8 - 0 MOTION CARRIED**

**4. COMMUNITY DEVELOPMENT.**

- A. Discussion and possible action regarding the application submitted by Higher Level Farms, LLC, for a Specific Use Permit, SUP-045, to allow a commercial marijuana grow facility located at 7361 State Highway 66.

Motion was made by Hugo Naifeh, seconded by Craig Henderson to approve.

**ROLL CALL:** AYE: Reg Green, Louis Martin, Jr., Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson, Hugo Naifeh, John Suggs

**8 - 0 MOTION CARRIED**

- B. Discussion and possible action regarding the application by Tim Huff for a Specific Use Permit, SUP-046, to allow a Commercial Marijuana Grow Facility located at 1511 North 9th Street.

Motion was made by Craig Henderson, seconded by Carla Gunn to approve, with the condition applicant have a privacy fence across the front of the property in addition to landscaping.

**ROLL CALL:** AYE: Reg Green, Bruce Bledsoe, Carla Gunn, Craig Henderson, Hugo Naifeh, John Suggs

NAY: Louis Martin, Jr., Marty Cummins

**6 - 2 MOTION CARRIED**

- C. Discussion and possible action regarding an Ordinance amending the Zoning Ordinance of the City of Sapulpa; Changing the Zone and District of property located at 19 and 24 East Jackson Avenue South, City of Sapulpa, Creek County, State of Oklahoma, from RS-3 (Residential Single Family) to RM-2 (Residential Multi-Family) per SAZ-960; and directing the City Clerk to show each change upon the Official Zoning Map; Repealing all Ordinances or parts of Ordinances in conflict herewith providing for severability; and declaring an emergency. (Ordinance No. 2823)

Motion was made by Hugo Naifeh, seconded by Craig Henderson to approve the adoption of said ordinance.

**ROLL CALL:** AYE: Reg Green, Louis Martin, Jr., Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson, Hugo Naifeh, John Suggs

**8 - 0 MOTION CARRIED**

Motion was made by Louis Martin, Jr., seconded by Marty Cummins to approve the passage and adoption of the emergency clause.

**ROLL CALL:** AYE: Reg Green, Louis Martin, Jr., Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson, Hugo Naifeh, John Suggs

**8 - 0 MOTION CARRIED**

- D. Discussion and possible action regarding an Ordinance amending the Ordinance of the City of Sapulpa; Changing the Zone and District of property located at 521 North Elizabeth Street, City of Sapulpa, Creek County, State of Oklahoma, from RS-3 (Residential Single Family) to RM-2 (Residential Multi-Family) per SAZ-961; and directing the City Clerk to show each change upon the Official Zoning Map; Repealing all Ordinances or parts of Ordinances in conflict herewith providing for severability; and declaring an emergency. (Ordinance No. 2824)

Motion was made by Hugo Naifeh, seconded by Craig Henderson to approve the adoption of said ordinance.

**ROLL CALL:** AYE: Reg Green, Louis Martin, Jr., Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson, Hugo Naifeh, John Suggs

**8 - 0 MOTION CARRIED**

Motion was made by Louis Martin, Jr., seconded by Marty Cummins to approve the passage and adoption of the emergency clause.

**ROLL CALL:** AYE: Reg Green, Louis Martin, Jr., Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson, Hugo Naifeh, John Suggs

**8 - 0 MOTION CARRIED**

**5. ADMINISTRATION.**

- A. Discussion and possible action regarding contract with BNSF Railway Company for a pipeline license, in the amount of \$3,700.00 and for a period of twenty-five years, to allow the city to construct and maintain a sanitary sewer line across or along a rail corridor at Section 13, Township 18 North, Range 11 East, Creek County.

Motion was made by Louis Martin, Jr., seconded by Marty Cummins to approve.

**ROLL CALL:** AYE: Reg Green, Louis Martin, Jr., Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson, Hugo Naifeh, John Suggs

**8 - 0 MOTION CARRIED**

- B. Discussion and possible action regarding an agency agreement with Chatter Marketing, Inc., to perform professional marketing services for the City at a cost of 50,000.00

Motion was made by Louis Martin, Jr., seconded by Craig Henderson to approve.

**ROLL CALL:** AYE: Reg Green, Louis Martin, Jr., Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson, Hugo Naifeh, John Suggs

**8 - 0 MOTION CARRIED**

- C. Discuss and consider a resolution of the City of Sapulpa, Oklahoma, amending the FY 2019-2020 annual budget by increasing revenues in the amount of \$26,189.00 and appropriations in the amount of \$46,000.00 in the Federal Seizure and Forfeiture Fund for the purpose of providing funds to purchase additional equipment for the CAD system. (Resolution No. 4587)

Motion was made by Craig Henderson, seconded by Louis Martin, Jr. to approve the adoption of said resolution.

**ROLL CALL:** AYE: Reg Green, Louis Martin, Jr., Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson, Hugo Naifeh, John Suggs

**8 - 0 MOTION CARRIED**

**6. INFORMATIONAL ITEMS FROM MAYOR, CITY COUNCIL, CITY MANAGER, OR CITY ATTORNEY.**

The following informational items were submitted for discussion only:

- A. Status report from Tetra Tech regarding various City and SMA projects.
- B. Sinking Fund Schedules and Sinking Fund Estimate of Needs for Fiscal Year 2019/2020.

**7. PUBLIC COMMENTS.**

There were no comments made to the board.

**8. ADJOURNMENT.**

Motion was made by Louis Martin, Jr., seconded by Marty Cummins to adjourn the meeting.

**ROLL CALL:** AYE: Reg Green, Louis Martin, Jr., Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson, Hugo Naifeh, John Suggs

**8 - 0 MOTION CARRIED**

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



**AGENDA ITEM**

**City Council Regular**

**5. A.**

**Meeting Date:** October 7, 2019

**Submitted By:** Shirley Burzio, City Clerk

**Department:** City Clerk

**Presented By:**

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**SUBJECT:**

Consider approving the minutes of the September 16, 2019, regular city council meeting.

**BACKGROUND:**

**RECOMMENDATION:**

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**Attachments**

[minutes.09-16-2019 city](#)

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**CITY OF SAPULPA, OKLAHOMA**  
**COUNCIL PROCEEDINGS**  
Meeting of September 16, 2019

The City Council of Sapulpa, Oklahoma, met in regular session Monday, September 16, 2019, at 7:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Present: Reg Green, Mayor  
Louis Martin, Jr., Vice-Mayor  
John Anderson, Councilor  
Bruce Bledsoe, Councilor  
Marty Cummins, Councilor  
Carla Gunn, Councilor  
Craig Henderson, Councilor

Absent: Wes Galloway, Councilor  
Hugo Naifeh, Councilor  
John Suggs, Councilor

Staff Present: City Manager Joan Riley; City Treasurer / Finance Director Pam Vann; City Attorney David Widdoes; City Clerk Shirley Burzio

**1. INVOCATION.**

The invocation was given by Rev. Allen Schneider.

**2. PLEDGE OF ALLEGIANCE.**

Mayor Reg Green led the Pledge of Allegiance.

**3. MINUTES AND CONSENT ITEMS.**

Motion was made by Councilor Craig Henderson, seconded by Vice-Mayor Louis Martin, to approve the following items of business:

- A.** Approve the minutes of the September 3, 2019, regular city council meeting;
- B.** Approve the minutes of the September 9, 2019, special city council meeting;
- C.** Approve claims in the amount of \$351,924.22;
- D.** Approve prepaid claims in the amount of \$226,636.93



**ROLL CALL:** AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson

**7 - 0 MOTION CARRIED**

**4. APPOINTMENTS, AWARDS, PRESENTATIONS, AND PROCLAMATIONS.**

- A.** Motion was made by Councilor Marty Cummins, seconded by Councilor John Anderson, to approve the adoption of a resolution commending Jeff Daves, Police Lieutenant, and showing appreciation for his twenty-four years of service to the City of Sapulpa. (Resolution No. 4586)

**ROLL CALL:** AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson

**7 - 0 MOTION CARRIED**

- B.** A framed copy of the resolution, a watch and Lieutenant Dave's service revolver were presented to him by Mayor Reg Green, City Manager Joan Riley and Police Chief Mike Haefner.

**5. ADMINISTRATION.**

- A.** Motion was made by Councilor Marty Cummins, seconded by Vice-Mayor Louis Martin, to approve the service agreement with Guy Engineering Services, Inc., for professional services needed for 49th W. Avenue & SH-117 Intersection Project, including design, survey, right-of-way documentation and staking at a collective cost of \$73,828, and utility relocation coordination, right-of-way acquisition and environmental study for an additional cost of \$55,864, for a total aggregate amount of \$129,692.

**ROLL CALL:** AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson

**7 - 0 MOTION CARRIED**

- B.** Motion was made by Councilor John Anderson, seconded by Vice-Mayor Louis Martin, to approve the real estate donation contract with Oklahoma Gas and Electric Company for 4.85 acres m/l located in NE/4 SW/4 Section 16, Township 18 North, Range 10 East, Creek County, Oklahoma.

**ROLL CALL:** AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson

**7 - 0 MOTION CARRIED**

- C.** Motion was made by Councilor John Anderson, seconded by Vice-Mayor Louis Martin, to approve the adoption of an Ordinance of the City of Sapulpa, Oklahoma, amending the Master Fee Schedule to the Sapulpa City Code, Appendix A, Section 12.12-203, Miscellaneous Planning and Administration Fees, by providing for a rate for specific use permit licenses and renewals; 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; and declaring an emergency. (Ordinance No. 2822)

**ROLL CALL:** AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson

**7 - 0 MOTION CARRIED**

- a.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve the passage and adoption of the emergency clause.

**ROLL CALL:** AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson

**7 - 0 MOTION CARRIED**

**6. INFORMATIONAL ITEMS FROM MAYOR, CITY COUNCIL, CITY MANAGER, OR CITY ATTORNEY.**

- A.** The status report from Tetra Tech regarding various city and authority projects was presented for discussion only. There was no action taken by the council.

**7. PUBLIC COMMENTS.**

There were no comments made to the council.

**8. EXECUTIVE SESSION.**

**A.** Motion was made by Councilor John Anderson, seconded by Councilor Marty Cummins, to approve entering into an executive session for the purpose of discussing:

1. The purchase or appraisal of real property located in the SW/4 of Section 34, Township 18 North, Range 11 East [25 O.S. Section 307 B (3)].

**ROLL CALL:** AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson

**7 - 0 MOTION CARRIED**

**B.** The council convened into an executive session at 7:15 P.M.

At 7:32 P.M. and in open session, Mayor Reg Green called the regular council meeting to order.

Motion was made by Vice-Mayor Louis Martin, seconded by Councilor John Anderson, to authorize the city attorney to submit a bid in an amount not to exceed \$100,000.00 for the property discussed in the executive session.

**ROLL CALL:** AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson

**7 - 0 MOTION CARRIED**

**9. ADJOURNMENT.**

There being no further business to consider, motion was made by Councilor Craig Henderson, seconded by Vice-Mayor Louis Martin, to adjourn the meeting.

**ROLL CALL:** AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Carla Gunn, Craig Henderson

**7 - 0 MOTION CARRIED**

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Mayor

Attest:

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City Clerk



**Consent Agenda 7. A.**

**City Council Regular**

**Meeting Date:** October 7, 2019

**Submitted For:** Hailey Sharp, Accounts Payable Clerk

**Submitted By:** Amber Fisher, Accounts Payable Clerk

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**SUBJECT:**

Consider approving claims in the amount of \$530,790.27

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**Attachments**

Claims List 10/7/19

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FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
126899	99-10152	LABXPRESS, LLC	COURIER SERVICE	9/2019	31491	25.00
128275	99-10159	LAWRENCE COUNTY NEWSPAPERS,	PUBLISH ORDINANCE 2822	9/2019	22369	126.05
127853	99-10160	MERRIFIELD OFFICE SOLUTIONS	3 CHAIRS FOR DISPATCH	9/2019	178427-001	879.97
127978	99-10160	MERRIFIELD OFFICE SOLUTIONS	TP/PAPER TOWELS/LINERS	9/2019	178306-001	19.99
127986	99-10160	MERRIFIELD OFFICE SOLUTIONS	TP, CUPS, TOWELS, SOAP	9/2019	178305-001	149.70
127759	99-10355	CIRCLE C CONSULTING LLC	4 CASES OF GLOVES	10/2019	2235	251.40
128228	99-10355	CIRCLE C CONSULTING LLC	4 CASES OF GLOVES	10/2019	2236	251.40
127468	99-10377	GREEN COUNTRY SHREDDING &	RSHREDDING	10/2019	74376	27.50
126920	99-10435	PITTINGER, BAYLOR	MEAL REIMBURSEMENT	10/2019	9/30-10/1 126920	28.00
127719	99-10488	ADMIRAL EXPRESS LLC	OFFICE SUPPLIES/CASHIERS	9/2019	2056316-0	41.99
128094	99-10488	ADMIRAL EXPRESS LLC	JANITORIAL SUPPLIES	10/2019	2057959-0	222.12
127859	99-10530	ADVANCED CARE VETERINARY	HOVALOR CUT ON LEG	9/2019	75289	166.37
127574	99-10665	A. HOPE COMPANY dba THE	BUIA/C REPAIRS	9/2019	30172	995.00
127093	99-10746	SAPULPA DAYLIGHT DONUTS	BLANKET/DONUTS	10/2019	716054	30.77
128095	99-10753	MIKE J NAIFEH	CHANGE/ADD SIGNAGE/ELE	10/2019	1604	17.50
127279	99-10774	TIMOTHY CHRISTOPHER	PENDLEYEARLY PEST CONTROL	10/2019	267116	400.00
127858	99-10819	K-T ENTERPRISES INC dba	KENWINDSHIELD/2013 CHARGER	9/2019	207239	299.00
123345	99-10842	FOUNDATION FOR EDUCATIONAL	WEBSITE LICENSE	9/2019	INV010870	2,425.00
127016	99-10852	CHRISTENSEN LAW GROUP PLLC	RETAINER/INVERNESS	10/2019	48076	6,814.00
127717	99-10865	ADVANCED PROTECTION	PRODUCT2 MICS FOR CASHIERS	10/2019	7801782	1,813.00
126934	99-161	CREEK COUNTY RURAL WATER	#4SEWER BILL/STATION 4	10/2019	741 9/25/19	96.00
127544	99-191	FARMERS FEED, INC.	SYRINGES	10/2019	9/12/19 127544	169.00
122317	99-1992	JOHN DEERE FINANCIAL	ACCT#5WORK BOOTS/BLDG INSP	10/2019	076224/2	92.98
127814	99-28	OG&E	MTHLY BILL/SEPT. 2019	10/2019	SEPT 2019 127814	9,962.02
127980	99-3128	CASCO INDUSTRIES, INC.	STRUCTURE/STATION BOOTS	10/2019	211393	721.00
127861	99-3639	SAND SPRINGS AWARDS CO	RETIRE PLAQUE/DAVES	9/2019	34896	70.00
128139	99-3707	O'REILLY AUTOMOTIVE INC	GASKET/BOLTS/CONT ARMS	9/2019	153-191055	266.27
128141	99-3707	O'REILLY AUTOMOTIVE INC	FUEL PUMP	9/2019	153-191430	137.44
128142	99-3707	O'REILLY AUTOMOTIVE INC	HEAD GASKET	9/2019	153-191594	55.17
128143	99-3707	O'REILLY AUTOMOTIVE INC	OIL FILTERS WL10010	9/2019	153-192122	25.90
128144	99-3707	O'REILLY AUTOMOTIVE INC	ALTERNATOR/CABIN FILTER	9/2019	153-192291	354.95
128146	99-3707	O'REILLY AUTOMOTIVE INC	WINDSHIELD SPRAYERS	9/2019	153-192509	55.38
128147	99-3707	O'REILLY AUTOMOTIVE INC	WIPER BLADES	9/2019	153-192662	31.93
126190	99-3797	OCCUPATIONAL HEALTH CENTER	DRUG TESTING	9/2019	256442651	127.00
126191	99-3797	OCCUPATIONAL HEALTH CENTER	DRUG SCREENS	9/2019	256448152	126.50
122314	99-3866	I-CARE BODY WORKS, INC.	19 TRUCK REPAIRS/STORM	9/2019	1523	1,000.00
126957	99-39	WAL-MART	JANITORIAL SUPPLIES	9/2019	9648A 8/22/19	53.50
126958	99-39	WAL-MART	EQUIPMENT MAINTENANCE	9/2019	9648 8/22/19	34.42
127402	99-39	WAL-MART	OFFICE SUPPLIES	9/2019	1989 9/9/19	49.13
127414	99-39	WAL-MART	PAINT/GAS CANS/VACUUM	9/2019	9860 8/23/19	121.70
127538	99-39	WAL-MART	PAPER TOWEL, SANITIZER	10/2019	2358 9/4/19	72.82
127839	99-39	WAL-MART	MONITOR FOR ADMIN	9/2019	6706 8/29/19	75.00
127984	99-39	WAL-MART	CASCADE/DAWN/COMET	9/2019	4329 9/12/19	26.94
127457	99-4047	SHOW, INC.	TRASH PICK-UP	10/2019	20682	40.00
127845	99-4047	SHOW, INC.	CLEAN UP AROUND BLDG	10/2019	20683	20.00
127572	99-4269	CREEK COUNTY RURAL WTR #3	WATER AT THE RANGE	10/2019	33975 9/17/19	24.00
127841	99-4295	HENSON, BRETT	MEAL REIMBURSE/HENSON	10/2019	9/26 127841	14.00
127665	99-4463	INTEGRIS HEALTH INC dba	INTPENSION EMP PHYSICAL	9/2019	2019-25925	475.00
127527	99-4690	TOTAL RADIO, INC	STORM SIREN MAINTENANCE	10/2019	80001298	588.00
128232	99-5378	PREGLER LAWN & GARDEN, INC	FUEL PUMP/STATION 4	10/2019	140538	18.24

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
127662	99-5388	OFFICE DEPOT 25022426	OFFICE SUPPLIES	9/2019	378639817001	203.86
127662	99-5388	OFFICE DEPOT 25022426	OFFICE SUPPLIES	10/2019	377797684001	7.99
126905	99-6024	GLOCK PROFESSIONAL, INC.	SEMINAR FEE	9/2019	100121567	250.00
124448	99-6457	CRAWFORD & ASSOCIATES, PC	CONSULTING SRV FY 18/19	9/2019	12858	9,214.22
127011	99-6477	WEST PUBLISHING CORPORATION	INFO/DATABASE CHARGES	9/2019	840861705	561.86
127815	99-6554	PITNEY BOWES INC	MTHLY POSTAGE	10/2019	10/1/19 127815	1,000.00
128088	99-7011	LOWE'S HOME CENTERS, INC.	CEILING TILES/CITY HALL/A	9/2019	88940	35.61
126869	99-7216	US CELLULAR	MTHLY CELL PHONE	9/2019	328389026	26.84
127479	99-7310	BOND LOGISTIX LLC DBA BLX	GARBITRAGE REBATE CALCS	9/2019	42182-3668	7,500.00
127842	99-7505	SWAFFORD, MARK	MEAL REIM/SWAFFORD	10/2019	9/26 127842	14.00
127630	99-7719	MID-WEST PRINTING COMPANY	CITY LOGO ENVELOPES	9/2019	5734	185.00
127591	99-7868	WESTLAKE HARDWARE INC	SHOVELS/OCT 24 PROJECT	10/2019	8141518	93.93
127987	99-7868	WESTLAKE HARDWARE INC	BUSHINGS/NUTS/PLUGS	10/2019	8141489	7.18
128084	99-7927	CENTRAL OKLAHOMA PUBLICATIO	PUBLISH BID/ANNEX REPAIR	10/2019	114524	33.25
127994	99-7957	OKLAHOMA WHOLESALE OVERHEAD	GARAGE DOOR REPAIR	9/2019	67236	125.00
127989	99-8016	NORTHERN SAFETY COMPANY	INREPAIR GAS MONITOR	9/2019	903628442	310.00
127993	99-8016	NORTHERN SAFETY COMPANY	INREPAIR REGULATOR/SCBA	9/2019	903630500	34.00
128089	99-8059	ACE AIR, INC.	A/C REPLACE/CITY HALL	9/2019	104315	2,200.00
127854	99-8216	HILAND DAIRY FOODS CO.LLC	MILK FOR PRISONERS	9/2019	9062997	64.50
127854	99-8216	HILAND DAIRY FOODS CO.LLC	MILK FOR PRISONERS	10/2019	9063224	43.00
127721	99-8400	DENNIS WAYNE JACKSON	LED REPLACEMENT BULBS	10/2019	1595	247.50
126935	99-8469	SAPULPA RURAL WATER	WATER BILL/STATION 4	10/2019	48003 9/16/19	90.20
127844	99-8553	NICHOLS, AMY	MEAL REIMB/NICHOLS	10/2019	9/26 127844	14.00
127843	99-8841	HAYES, SHAWN	MEAL REIMBURSE/HAYES	10/2019	9/26 127843	14.00
128079	99-8861	NATHAN CHADWICK	REMOVE BROKEN FENCE	10/2019	4304	4,114.00
127416	99-8936	CONRAD FIRE EQUIPMENT, INC.	VEHICLE MAINTENANCE	9/2019	538009	150.52
127979	99-8936	CONRAD FIRE EQUIPMENT, INC.	2 SEAT CUSHIONS	9/2019	537728	1,074.67
128083	99-8945	VOSS ELECTRIC CO dba VOSS	LLED BULBS/CITY HALL	9/2019	30185099-00	340.31
126598	99-9382	OFFICE EXPRESS JANITORIAL	SJANITORIAL SUPPLIES	10/2019	1019 CITY	1,167.50
127228	99-9382	OFFICE EXPRESS JANITORIAL	SCLEANING OF POLICE DEPT	10/2019	1019 POLICE	1,495.00
126860	99-9393	AIRLINK INTERNET SVCS	MONTHLY INTERNET	10/2019	5692	3,299.57
127996	99-9398	THE UPS STORE #3965	POSTAGE FOR FLAG RETURN	9/2019	6981 9/18/19	12.33
127090A	99-9515	PITNEY BOWES INC	POSTAGE/CREDIT ACCT	10/2019	3168 9/15/19	498.76
126424	99-9683	GARVER, LLC	ENGINEERING REV FEES	10/2019	18038010-7	2,516.00
128231	99-9812	MIDTOWN AUTO & DIESEL, INC.	BATT 1/COOLANT LEAK	10/2019	18267	559.71
126902	99-9859	VERIZON WIRELESS SERVICES	LMTHLY MOBILE BROADBAND	9/2019	9837750852	40.01
127995	99-9885	BUILDING SOLUTIONS, LLC	4 HARDBOARD SLABS	9/2019	635968/1	80.00
127019A	99-9941	ANDREW G. FRITZ	SURVEY	9/2019	19296	300.00
127868	99-9975	SAFELITE FULFILLMENT, INC	dWINDSHIELD REPAIR	10/2019	01815-160948	99.97
FUND TOTAL:						67,912.34

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

127209	99-10074	CONTROL SYSTEM SOLUTIONS	LLTRBL SHOOTING/PROGRAM	9/2019	19027	1,380.00
127217	99-10101	RP POWER, LLC	GENERATOR	10/2019	SVC29014	909.72
127782	99-10154	HAWKINS, INC	SODIUM PERMANGANATE	9/2019	4575139	4,122.62
127794	99-10154	HAWKINS, INC	SODIUM PERMANGANATE	9/2019	4579560	4,122.62
127325	99-10302	LAMPTON WELDING SUPPLY CO,	PROPANE FOR FORKLIFT	9/2019	4870764	47.69
127468	99-10377	GREEN COUNTRY SHREDDING &	RSHREDDING	10/2019	74376	27.50
127790	99-10488	ADMIRAL EXPRESS LLC	TP & PAPER TOWELS	10/2019	2059880-0	349.40

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
128038	99-10488	ADMIRAL EXPRESS LLC	PAPER TOWELS/2 SIZES	10/2019	2059152-0	152.80
128094	99-10488	ADMIRAL EXPRESS LLC	JANITORIAL SUPPLIES	10/2019	2057648-0	222.12
127289	99-10558	TECHNICAL PROGRAMMING SERVIYRLY PRNT/MAILING BILLS		9/2019	104572	1,562.20
127289	99-10558	TECHNICAL PROGRAMMING SERVIYRLY PRNT/MAILING BILLS		10/2019	104620	2,196.06
128095	99-10753	MIKE J NAIFEH	CHANGE/ADD SIGNAGE/ELE	10/2019	1604	17.50
127279	99-10774	TIMOTHY CHRISTOPHER PENDLEY	YEARLY PEST CONTROL	10/2019	267116	400.00
123345	99-10842	FOUNDATION FOR EDUCATIONAL WEBSITE LICENSE		9/2019	INV010870	2,425.00
127280	99-1112	WASTE MANAGEMENT OF OKLAHOMA	YEARLY REFUSE COLL	9/2019	2233415/2235106	54,007.87
127223	99-142	HACH CHEMICAL INC	REFRIGERATED SAMPLER	10/2019	11605863	5,988.75
127792	99-1443	BRENNTAG SOUTHWEST, INC.	BRENPHOS	9/2019	BSW134844	1,611.00
127793	99-1443	BRENNTAG SOUTHWEST, INC.	ACH	9/2019	BSW134845	12,445.13
127799	99-1443	BRENNTAG SOUTHWEST, INC.	12 TOTES OF CHLORINE	9/2019	BSW140707	1,963.50
128208	99-1443	BRENNTAG SOUTHWEST, INC.	NONIONIC POLYMER	9/2019	BSW140706	3,744.50
127207	99-1992	JOHN DEERE FINANCIAL ACCT#5	SMALL PARTS & SUPPLIES	10/2019	073437/2	54.93
127791	99-2540	HI-LINE ELECTRIC, INC.	HOSE CLAMPS, BOLTS, NUTS	10/2019	10727811	298.50
127814	99-28	OG&E	MTHLY BILL/SEPT. 2019	10/2019	SEPT 2019 127814	36,091.28
127206	99-3437	ADVANCE ELECTRICAL SERVICES	24/7 ELECTRICIAN	9/2019	17692	793.65
127206	99-3437	ADVANCE ELECTRICAL SERVICES	24/7 ELECTRICIAN	10/2019	17706	978.20
127220	99-3437	ADVANCE ELECTRICAL SERVICES	REPAIR VFD DRIVE	9/2019	17698	2,617.50
127432	99-3593	CITY OF TULSA	METER CONNECT/USE FEE	9/2019	01042 9/9/19	2,545.96
127808	99-3908	VERDIGRIS VALLEY ELEC COOP	SWRCS JOINT ELECTRIC	9/2019	3200 8/30/19	12.24
127457	99-4047	SHOW, INC.	TRASH PICK-UP	10/2019	20682	40.00
127358	99-4104	ODEQ	STATE LAB FEES	9/2019	19062750018	1,307.64
127204	99-4112	ACCURATE ENVIRONMENTAL INC.	DEQ TESTING	9/2019	BH30014	215.00
127204	99-4112	ACCURATE ENVIRONMENTAL INC.	DEQ TESTING	10/2019	BI13006	180.00
127798	99-4112	ACCURATE ENVIRONMENTAL INC.	OPED TESTING/SEPT 2019	9/2019	BI05044	365.00
128200	99-4112	ACCURATE ENVIRONMENTAL INC.	UCMR TESTING FOR 9/19	10/2019	BI10070	275.00
126874	99-4319	AT&T	PHONE LINE SKITOOK	10/2019	7063 9/15/19	77.35
127359	99-4817	OKLAHOMA DEPARTMENT OF ENVIS	RWCS PERMIT FEE	9/2019	7/1/19 127359	196.26
128202	99-4839	GELLCO UNIFORMS & SHOES,	INSTEEL TOED BOOTS/SHOAF	9/2019	247423	170.99
127339	99-5493	AQUARIUS ENTERPRISES INCORP	WATER FOR LAB	10/2019	289938	13.00
127923	99-7011	LOWE'S HOME CENTERS, INC.	SHELVING/ROAD SHOW	10/2019	90068	30.82-
128088	99-7011	LOWE'S HOME CENTERS, INC.	CEILING TILES/CITY HALL/A	9/2019	88940	35.61
128204	99-7011	LOWE'S HOME CENTERS, INC.	FLOOR JACK	10/2019	89426	119.11
127360	99-7178	T-G EXCAVATING, INC.	SRWCS REPAIR CONTRACT	10/2019	1 127360	5,203.20
126869	99-7216	US CELLULAR	MTHLY CELL PHONE	9/2019	328389026	152.73
125408A	99-7388	R.L. HENSLEY CONSTR., INC	INSTALL TEE ON SRWCS	10/2019	2 3/22-4/1	1,092.00
127354	99-7409	TRANE U.S. INC.	HVAC ANNUAL SERVICE	9/2019	310234507	856.00
125421R	99-7793	EASTECH FLOW CONTROLS INC	HWY 97 FLOW METER	9/2019	20484	6,369.00
127800	99-7821	CREEK COUNTY RURAL WATER #2	WATER BILL	9/2019	4094 9/20/19	85.50
127208	99-7868	WESTLAKE HARDWARE INC	MISCELLANEOUS SUPPLIES	10/2019	8141468	15.26
127211A	99-7998	AMERICAN ENVIRONMENTAL LANDS	SLUDGE DISPOSAL FEE	10/2019	10233	1,259.21
128027	99-8059	ACE AIR, INC.	ICE MACHINE SERVICE CALL	9/2019	104176	554.01
128089	99-8059	ACE AIR, INC.	A/C REPLACE/CITY HALL	9/2019	104315	2,200.00
127224	99-8128	HAYNES EQUIPMENT COMPANY LL	POLYMER PUMP PARTS	9/2019	8121944-IN	1,045.80
128034	99-8373	IDEXX DISTRIBUTION, INC.	SUPPLIES/E-COLI TESTING	9/2019	3053242135	819.14
125138	99-8374	TRIKNTRUX	LIGHTS, MINIBAR, STROBES	9/2019	881	710.00
127721	99-8400	DENNIS WAYNE JACKSON	LED REPLACEMENT BULBS	10/2019	1595	247.50
128203	99-8526	RAVEN MATERIALS, INC.	CLEAN SLUDGE LAGOON #1	9/2019	3053-19	19,000.00
128036	99-8539	CROW BURLNGAME COMPANY	BATTERY FOR TRACTOR	9/2019	106-26689	89.76

## FUND: 20 - SMA-AUTHORITY FUND

## SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
128083	99-8945	VOSS ELECTRIC CO dba VOSS	LLED BULBS/CITY HALL	9/2019	30185099-00	340.31
123676R	99-9207	S2 ENGINEERING SERVICES,	PLCOPPER EFFLUENT EVAL	9/2019	06-763	960.00
127473	99-9207	S2 ENGINEERING SERVICES,	PLIND PRETREATMENT SRVCS	9/2019	06-764	5,000.00
126598	99-9382	OFFICE EXPRESS JANITORIAL	SJANITORIAL SUPPLIES	10/2019	1019 CITY	1,167.50
125424	99-9393	AIRLINK INTERNET SVCS	CAMERA NETWORK FEES	9/2019	96534	599.80
FUND TOTAL:						191,819.10

## FUND: 29 - STORMWATER MANAGEMENT

## SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
126232	99-10737	SCREENVISION DIRECT INC dba	EDUCATION COMMERCIAL	9/2019	LOC-000219240	140.00
127067	99-10753	MIKE J NAIFEH	SHIRTS/HOODIE	10/2019	1609	99.22
127069	99-10874	COMBS, RICK	CDL LIC FEE/RICK COMBS	10/2019	9/20/19 127069	79.50
127064	99-141	LOCKE SUPPLY CO.	LED LIGHTS/FLASHLIGHTS	9/2019	38204633-0	456.81
127070	99-141	LOCKE SUPPLY CO.	PVC PIPE	10/2019	38348951	109.33
127053	99-1992	JOHN DEERE FINANCIAL ACCT#5	OPERATING SUPPLIES	10/2019	067710/2	67.13
127068	99-1992	JOHN DEERE FINANCIAL ACCT#5	HITCH FOR DUMP TRAILER	10/2019	076299/2	183.97
127055	99-2223	MAXWELL SUPPLY, INC.	PAINT/FLAGS FOR LOCATING	10/2019	499718	494.16
127071	99-2223	MAXWELL SUPPLY, INC.	MASONITE/16 FT	10/2019	499717	14.96
127814	99-28	OG&E	MTHLY BILL/SEPT. 2019	10/2019	SEPT 2019 127814	157.12
127052	99-3707	O'REILLY AUTOMOTIVE INC	TRUCK PARTS	9/2019	153-191689	14.97
127052	99-3707	O'REILLY AUTOMOTIVE INC	TRUCK PARTS	10/2019	153-194729	3.99
126869	99-7216	US CELLULAR	MTHLY CELL PHONE	9/2019	328389026	84.40
127060	99-8925	ROUTE 66 TRAILER SALES	DUMP TRAILER & AXLES	9/2019	3094	11,853.50
126231	99-9738	JACQUELYN BROOKE KONONCHUK	SW MANAGEMENT SERVICES	10/2019	SEP-19	4,614.00
FUND TOTAL:						18,373.06

## FUND: 30 - STREET &amp; ALLEY

## SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
128056	99-10753	MIKE J NAIFEH	SHIRTS	10/2019	1608	30.37
127176	99-191	FARMERS FEED, INC.	PROPANE FOR PATCHING	10/2019	9/20/19 127176	72.60
127814	99-28	OG&E	MTHLY BILL/SEPT. 2019	10/2019	SEPT 2019 127814	402.83
127183	99-2959	DAVIDSON AND DAVIDSON ENTER	HYDRAULIC HOSES	10/2019	0148965-IN	32.33
128148	99-2959	DAVIDSON AND DAVIDSON ENTER	HYDRAULIC HOSE/LOADER	9/2019	148628-IN	52.95
127175	99-3707	O'REILLY AUTOMOTIVE INC	OIL, FILTERS, HOSES	10/2019	153-194144	83.94
128140	99-3707	O'REILLY AUTOMOTIVE INC	OIL FILTERS	9/2019	153-191201	10.56
128144	99-3707	O'REILLY AUTOMOTIVE INC	ALTERNATOR/CABIN FILTER	9/2019	153-192291	16.97
128145	99-3707	O'REILLY AUTOMOTIVE INC	FUEL FILTER/ROAD GRADER	9/2019	153-192313	7.68
128055	99-7114	MAC'S HYDRAULIC JACK SERVIC	SEALS W/SHIPPING & LABOR	9/2019	3873	1,228.49
126869	99-7216	US CELLULAR	MTHLY CELL PHONE	9/2019	328389026	26.84
128051	99-7868	WESTLAKE HARDWARE INC	SHOP KEYS	10/2019	8141506	14.15
127503	99-8484	SHERWIN WILLIAMS COMPANY,	ITRAFFIC PAINT/4 GALLONS	10/2019	8070-8	116.76
128138	99-9572	YELLOWHOUSE MACHINERY CO	OFHYDRAULIC TANK/FILTERS	9/2019	465289	165.64
FUND TOTAL:						2,262.11

## FUND: 31 - CEMETERY MAINTENANCE

## SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
127698	99-10065	KUBOTA OF NORTHWEST ARKANSA	FOUR HOSE TIPS	9/2019	P25197	50.72
127113A	99-10252	CECIL COX ENTERPRISES	EQUIP MAINT/BLANKET	10/2019	3049741	116.61
127686	99-1992	JOHN DEERE FINANCIAL ACCT#5	BOOTS	10/2019	068353/2	339.97
127694	99-1992	JOHN DEERE FINANCIAL ACCT#5	SAFETY GLASSES/ICE SCOOP	10/2019	076466/2	29.97



## FUND: 31 - CEMETERY MAINTENANCE

## SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
127814	99-28	OG&E	MTHLY BILL/SEPT. 2019	10/2019	SEPT 2019 127814	364.20
127114	99-3707	O'REILLY AUTOMOTIVE INC	MISC EQUIP MAINTENANCE	9/2019	153-191569	10.78
127115	99-3707	O'REILLY AUTOMOTIVE INC	MISC. VEHICLE MAINT	10/2019	153-193540	11.98
127693	99-5367	SOUTHSIDE MOWERS, INC.	TRIMMER HEADS	9/2019	152914	115.96
127692	99-7957	OKLAHOMA WHOLESALE OVERHEADGARAGE DOORS/NEW SHOP		10/2019	67411	6,159.94
127117	99-8372	SAWYER ENTERPRISES	MOWING	9/2019	300092519	1,600.00
128300	99-8626	CHARLEY E LOYD C & L LOCKSMRE-KEY TWO LOCKS/SHOP		10/2019	10716	80.00
127689	99-9026	HALL MANUFACTURING LLC	BRUSH HOG PARTS & FRT.	9/2019	95588	698.39
FUND TOTAL:						9,578.52

## FUND: 32 - HUNTING &amp; FISHING

## SUMMARY REPORT

126823	99-10516	HINSCH MARY	CARETAKER COMMISSION	9/2019	832876	42.50
126823	99-10516	HINSCH MARY	CARETAKER COMMISSION	10/2019	832878	62.00
127814	99-28	OG&E	MTHLY BILL/SEPT. 2019	10/2019	SEPT 2019 127814	1,103.67
127396	99-7876	DEWAYNE MOTE	FISH STOCKING	9/2019	1470	1,250.00
FUND TOTAL:						2,458.17

## FUND: 33 - GOLF COURSE

## SUMMARY REPORT

128100	99-10869	GOLF CARS OF TULSA LLC	GOLF CART BATTERIES	10/2019	3484	2,448.50
128101	99-1992	JOHN DEERE FINANCIAL ACCT#5INSECTICIDE		10/2019	063725/2	96.92
128104	99-1992	JOHN DEERE FINANCIAL ACCT#5SPRAYER/BATT/CHRG/OIL		10/2019	066970/2	449.91
126847	99-2199	PROFESSIONAL TURF PRODUCTS,FAIRWAY MOWER REPAIR		9/2019	6184678-00	3,750.45
127814	99-28	OG&E	MTHLY BILL/SEPT. 2019	10/2019	SEPT 2019 127814	1,773.10
126293	99-39	WAL-MART	BLANKET FOR EMERGENCY	10/2019	1053 8/19/19	32.99
128105	99-5278	R & R PRODUCTS, INC.	PAPER CUPS/SPRINKLER	9/2019	CD23834446	334.02
126297	99-7011	LOWE'S HOME CENTERS, INC.	BLDG. IMPROV. SUPPLIES	10/2019	11372	695.79
126869	99-7216	US CELLULAR	MTHLY CELL PHONE	9/2019	328389026	32.91
128001	99-8108	AT&T ADVERTISING & PUBLISHIADS IN YELLOW PAGES		9/2019	20635 9/10/19	33.00
128006	99-8442	SYSCO FOODS SERVICES OF OKLFOOD FOR GRILL/BLANKET		10/2019	126971729	2,241.51
126846	99-8717	P & K EQUIPMENT	MOWER REPAIR	10/2019	3390719	864.66
128004	99-9974	BOWERS OIL CO.	GAS FOR GOLF CARTS	10/2019	39325	553.20
FUND TOTAL:						13,306.96

## FUND: 34 - LIBRARY

## SUMMARY REPORT

127943	99-10488	ADMIRAL EXPRESS LLC	JANITORIAL SUPPLIES	9/2019	2057939-0	531.94
127814	99-28	OG&E	MTHLY BILL/SEPT. 2019	10/2019	SEPT 2019 127814	2,429.13
127946	99-292	AMERICAN LIBRARY ASSOCIATIOMEMBERSHIP/STALKER		9/2019	1114961	225.00
127320	99-4047	SHOW, INC.	RECYCLING FOR LIBRARY	10/2019	20666	30.00
127944	99-5221	UNITED STATES POSTAL SERV	POSTAGE FOR MAIL OUTS	9/2019	127944	444.00
127925	99-8945	VOSS ELECTRIC CO dba VOSS	LLED LIGHTS/LIBRARY	9/2019	30184615-00	462.75
127945	99-9153	DISCOUNT MAGAZINE	MAGAZINE RENEWALS	9/2019	9364022	2,840.94
FUND TOTAL:						6,963.76

## FUND: 35 - PARKS &amp; RECREATION

## SUMMARY REPORT

128160	99-10065	KUBOTA OF NORTHWEST ARKANSAMOWING BLADES		9/2019	P25176	87.74
128166	99-10344	AIM TO PLEASE LLC dba ATP SPORTA-POTTY RENTAL		9/2019	179994	171.43

## FUND: 35 - PARKS &amp; RECREATION

## SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
128154	99-10488	ADMIRAL EXPRESS LLC	JANI SUPPLIES/BTW PARK	9/2019	2056317-0	486.97
127915	99-10631	BURK OZBIRN	DJ/SPORTACULAR TRAILS	10/2019	545	400.00
127814	99-28	OG&E	MTHLY BILL/SEPT. 2019	10/2019	SEPT 2019 127814	5,865.51
127905	99-39	WAL-MART	CONCESSIONS/BTW	9/2019	9171 8/19/19	331.77
127924	99-39	WAL-MART	STRG BOXES/CARVL SUPP	9/2019	3109 9/11/19	100.24
127803	99-4269	CREEK COUNTY RURAL WTR #3	WATER BILL FOR RV PARK	10/2019	24027 9/24/19	160.50
127923	99-7011	LOWE'S HOME CENTERS, INC.	SHELVING/ROAD SHOW	9/2019	79037	276.95
127923	99-7011	LOWE'S HOME CENTERS, INC.	SHELVING/ROAD SHOW	10/2019	74140	14.59-
126869	99-7216	US CELLULAR	MTHLY CELL PHONE	9/2019	328389026	26.84
128150	99-7719	MID-WEST PRINTING COMPANY	BASKETBALL FLIERS	9/2019	57333	255.00
128153	99-7868	WESTLAKE HARDWARE INC	TOOK KIT BOX/SR CENTER	9/2019	8141336	98.57
128137	99-8539	CROW BURLINGAME COMPANY	TRAILER HUD & PROTECTOR	9/2019	106-26315	109.23
128157	99-9288	ADVANCE ALARMS, INC	SRV CALL/FIRE ALARM	9/2019	1771117	92.00
127375	99-9382	OFFICE EXPRESS JANITORIAL	SJANITORIAL SERVICES	10/2019	1019 SENIOR	850.00
127376A	99-9382	OFFICE EXPRESS JANITORIAL	SJANITORIAL SERVICES-BTW	10/2019	1019 REC	995.00
127909	99-9400	HARD HAT SAFETY & GLOVE,	LLSFTY GLASSES, EAR PLUGS	10/2019	33383	256.20

FUND TOTAL: 10,549.36

## FUND: 36 - SWIMMING POOL

## SUMMARY REPORT

127381	99-10477	CHAD CLIFTON	SAFETY SUPPLIES	9/2019	6620	60.00
127814	99-28	OG&E	MTHLY BILL/SEPT. 2019	10/2019	SEPT 2019 127814	1,145.68

FUND TOTAL: 1,205.68

## FUND: 40 - FIRE CASH

## SUMMARY REPORT

127768	99-8936	CONRAD FIRE EQUIPMENT, INC.	NEW HOSE/SHUT OFF TIPS	10/2019	538004	13,948.05
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FUND TOTAL: 13,948.05

## FUND: 41 - POLICE CASH

## SUMMARY REPORT

127863	99-8381	NEWEGG.COM	SIGNATURE CAPTURE PADS	10/2019	1205179314	429.21
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FUND TOTAL: 429.21

## FUND: 44 - MAJOR THOROFARE

## SUMMARY REPORT

126873A	99-2507	SIGNALTEK, INC	STREET SIGNAL REPAIRS	9/2019	16316	725.00
127814	99-28	OG&E	MTHLY BILL/SEPT. 2019	10/2019	SEPT 2019 127814	2,590.23
126691	99-3633	PUBLIC SERVICE COMPANY OF	OEXPRESSWAY LIGHTS	10/2019	72107 9/25/19	337.04
127179	99-8909	DUNHAM'S ASPHALT SERVICE,	IHOT/COLD MIX	9/2019	252964	1,219.25
127179	99-8909	DUNHAM'S ASPHALT SERVICE,	IHOT/COLD MIX	10/2019	253044	502.45
125139	99-9629	GUY ENGINEERING SERVICES,	I117 & 49TH W AVE IMPROV	10/2019	1236-01	9,321.92

FUND TOTAL: 14,695.89

## FUND: 45 - CAPITAL IMPROVEMENTS

## SUMMARY REPORT

128304	99-10877	BILLY J EDWARDS	FRAME WORK/NEW SHOP	10/2019	10/2/19 128304	2,500.00
127691	99-7011	LOWE'S HOME CENTERS, INC.	LUMBER/SUPPLIES/BRK RM	9/2019	87685	2,405.37
128301	99-7011	LOWE'S HOME CENTERS, INC.	HOT WATER TANK/SHOWER	10/2019	72457	273.74
128096	99-8381	NEWEGG.COM	2 COMP/MONITORS/SFTWR	10/2019	1202106426	1,289.03

## FUND: 45 - CAPITAL IMPROVEMENTS

## SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
FUND TOTAL:						6,468.14
FUND: 46 - WATER & SEWER SALES TAX						SUMMARY REPORT
128175	99-10560	CORE & MAIN LP	DRESSERS/SWIVELS,TEES	10/2019	L191874	1,229.02
128180	99-10560	CORE & MAIN LP	BRASS FITTINGS	10/2019	L221775	420.00
128178	99-10753	MIKE J NAIFEH	LOGO/DECALS/NORRIS TRK	9/2019	1565	100.00
128183	99-141	LOCKE SUPPLY CO.	PVC & COUPLINGS	9/2019	38271960-00	17.16
127140	99-1992	JOHN DEERE FINANCIAL ACCT#5	STEEL TOED BOOTS	10/2019	O64446/2	482.85
128182	99-1992	JOHN DEERE FINANCIAL ACCT#5	TRIMMER LINE	10/2019	O73819/2	37.99
127814	99-28	OG&E	MTHLY BILL/SEPT. 2019	10/2019	SEPT 2019 127814	460.90
127147	99-39	WAL-MART	COFFE MAKER	9/2019	7360 8/27/19	20.92
126869	99-7216	US CELLULAR	MTHLY CELL PHONE	9/2019	328389026	67.66
127887	99-7494	LAMPROE CONSTRUCTION, INC	FENCE REPAIRS	9/2019	10253	3,790.00
127892	99-8374	TRIKNTRUX	SAFETY LIGHTS/TOOL BOX	10/2019	17834	1,285.00
127889	99-9501	C & C CONSTRUCTION LLC	CONCRETE REPAIRS/LEAKS	10/2019	86 127889	2,600.00
FUND TOTAL:						10,511.50
FUND: 48 - WATER RESOURCE						SUMMARY REPORT
127130	99-10560	CORE & MAIN LP	BRASS FITTINGS	9/2019	K978305	3,299.90
FUND TOTAL:						3,299.90
FUND: 58 - JUVENILE JUSTICE FUND						SUMMARY REPORT
127458	99-7564	HUMAN SKILLS & RESOURCES	I PROBATION SERVICES	10/2019	9/1-9/30/19	1,250.00
FUND TOTAL:						1,250.00
FUND: 59 - HOTEL/MOTEL TAX FUND						SUMMARY REPORT
123347	99-10878	HEATHER D BERRYHILL	MARKETING SRVCS/BOND	10/2019	10/7/19 123347	25,000.00
FUND TOTAL:						25,000.00
FUND: 63 - SERIES 2014 STR CAP IMPR						SUMMARY REPORT
110195J	99-8254	PROFESSIONAL ENGINEERING	CORECON/WIDEN CANYON RD	10/2019	334061	1,394.50
FUND TOTAL:						1,394.50
FUND: 65 - STREET IMP.SALES TAX						SUMMARY REPORT
114532B	99-2926	APAC CENTRAL, INC	AGG BASE/SPORTS COMPLEX	9/2019	7001285578	29,382.24
FUND TOTAL:						29,382.24
FUND: 67 - SERIES 1998 CIP SALES TAX						SUMMARY REPORT
128032	99-10282	UNITED RENTALS (NORTH AMERI6"	PUMP VAC ASSIS DIESEL	9/2019	173656834-001	14,833.83
FUND TOTAL:						14,833.83

FUND: 83 - G.O.BOND CONSTR FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
123679C	99-8855	DC BASS & SONS CONSTRUCTION	CONST/SPORTS COMPLEX	10/2019	12 9/25/19	320,685.44
					FUND TOTAL:	320,685.44
					GRAND TOTAL:	766,327.76

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2019	10	503-201	OFFICE SUPPLIES	41.99	
9/2019	10	504-323	SURVEY/TITLE RESEARCH	300.00	
9/2019	10	504-407	BOOKS	561.86	
9/2019	10	506-311P	PHYSICALS	253.50	
9/2019	10	509-311	PROFESSIONAL SERVICES	16,714.22	
9/2019	10	511-201	OFFICE SUPPLIES	252.99	
9/2019	10	511-211	JANITORIAL SUPPLIES	250.13	
9/2019	10	511-301	TRAINING AND TRAVEL	80.00	
9/2019	10	511-311	PROFESSIONAL SERVICES	475.00	
9/2019	10	511-351	MAINTENANCE-EQUIPMENT	378.42	
9/2019	10	511-352	MAINTENANCE-VEHICLES	1,225.19	
9/2019	10	511-353	MAINT-BUILDINGS & FIXTURE	246.70	
9/2019	10	512-202	POSTAGE	12.33	
9/2019	10	512-214	OPERATIONAL SUPPLIES	1,191.34	
9/2019	10	512-301	TRAINING AND TRAVEL	250.00	
9/2019	10	512-321	PRISONER CARE	64.50	
9/2019	10	512-332	COMMUNICATIONS	40.01	
9/2019	10	512-352	MAINTENANCE-VEHICLES	1,226.04	
9/2019	10	512-353	MAINTENANCE-BUILDINGS	995.00	
9/2019	10	513-214	OPERATIONAL SUPPLIES	25.00	
9/2019	10	513-332	COMMUNICATIONS	26.84	
9/2019	10	515-201	OFFICE SUPPLIES	185.00	
9/2019	10	590-311	PROFESSIONAL SERVICES	2,425.00	
9/2019	10	590-312	ADVERTISING	126.05	
9/2019	10	590-353	MAINT-BUILDING & FIXTURES	2,575.92	
9/2019	10	591-390	CONTINGENCY FOR EXP NOT BUDGET	1,000.00	30,923.03
9/2019	20	522-352	EQUIPMENT-VEHICLES	710.00	
9/2019	20	523-311	PROFESSIONAL SERVICES	1,562.20	
9/2019	20	523-332	COMMUNICATIONS	125.49	
9/2019	20	524-212	CHEMICALS	28,009.37	
9/2019	20	524-221	FUEL & OIL	47.69	
9/2019	20	524-241	SAFETY SUPPLIES	170.99	
9/2019	20	524-311	PROFESSIONAL SERVICES	1,672.64	
9/2019	20	524-315B	FEES & OTHR CHGS-SKIATOOK	196.26	
9/2019	20	524-322	WATER PURCHASE	2,545.96	
9/2019	20	524-331	UTILITIES	12.24	
9/2019	20	524-332	COMMUNICATIONS	599.80	
9/2019	20	524-345	DISPOSAL OF SLUDGE	19,000.00	
9/2019	20	524-354	MAINTENANCE-FACILITIES	7,225.00	
9/2019	20	525-214-.01	OPERATING SUPPLIES-LAB	819.14	
9/2019	20	525-311	PROFESSIONAL SERVICES	960.00	
9/2019	20	525-311D	PROF SERVICES-TESTING	215.00	
9/2019	20	525-331	UTILITIES	85.50	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2019	20	525-332	COMMUNICATIONS	27.24	
9/2019	20	525-351	MAINTENANCE-EQUIPMENT	89.76	
9/2019	20	525-353	MAINT-BUILDING/FIXTURES	554.01	
9/2019	20	525-354	MAINTENANCE-FACILITIES	5,836.95	
9/2019	20	527-141	CONTRACT LABOR	54,007.87	
9/2019	20	528-141	CONTRACT LABOR	5,000.00	
9/2019	20	590-311	PROFESSIONAL SERVICES	2,425.00	
9/2019	20	590-353	BUILDING MAINTENANCE	2,575.92	134,474.03
9/2019	29	529-214	OPERATING SUPPLIES	144.11	
9/2019	29	529-242	PUBLIC EDUCATION MATERIALS	140.00	
9/2019	29	529-332	COMMUNICATIONS	84.40	
9/2019	29	529-352	MAINTENANCE-VEHICLES	14.97	
9/2019	29	529-353	MAINTENANCE-BUILDING & FIXTURE	312.70	
9/2019	29	529-401	EQUIPMENT	11,853.50	12,549.68
9/2019	30	530-332	COMMUNICATIONS	26.84	
9/2019	30	530-351	MAINTENANCE-EQUIPMENT	1,454.76	
9/2019	30	530-352	MAINTENANCE-VEHICLES	27.53	1,509.13
9/2019	31	531-141	CONTRACT LABOR	1,600.00	
9/2019	31	531-214	OPERATING SUPPLIES	115.96	
9/2019	31	531-351	MAINTENANCE-EQUIPMENT	759.89	2,475.85
9/2019	32	532-142	PERMIT SALES COMMISSION	42.50	
9/2019	32	532-405A	FISH STOCKINGS	1,250.00	1,292.50
9/2019	33	533-312	ADVERTISING	33.00	
9/2019	33	533-332	COMMUNICATIONS	32.91	
9/2019	33	533-351	MAINTENANCE-EQUIPMENT	3,750.45	
9/2019	33	533-354	MAINTENANCE-FACILITIES	334.02	4,150.38
9/2019	34	534-202	POSTAGE	444.00	
9/2019	34	534-211	JANITORIAL SUPPLIES	531.94	
9/2019	34	534-302	DUES AND SUBSCRIPTIONS	3,065.94	
9/2019	34	534-354	MAINTENANCE-FACILITIES	462.75	4,504.63
9/2019	35	535-211	JANITORIAL SUPPLIES	486.97	
9/2019	35	535-213	CONCESSION SUPPLIES	331.77	
9/2019	35	535-243	RECREATIONAL SUPPLIES	2.94	
9/2019	35	535-313	PRINTING	255.00	
9/2019	35	535-332	COMMUNICATIONS	26.84	
9/2019	35	535-341	RENTAL OF EQUIPMENT	171.43	
9/2019	35	535-351	MAINTENANCE-EQUIPMENT	196.97	
9/2019	35	535-353	MAINT-BUILDINGS/FIXTURES	466.25	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2019	35	535-354	MAINTENANCE-FACILITIES	98.57	2,036.74
9/2019	36	536-241	SAFETY SUPPLIES	60.00	60.00
9/2019	44	544-354	MAINTENANCE-FACILITIES	1,944.25	1,944.25
9/2019	45	531-404	BUILDING & FIXTURES	2,405.37	2,405.37
9/2019	46	546-332	COMMUNICATIONS	67.66	
9/2019	46	546-352	MAINTENANCE-VEHICLES	100.00	
9/2019	46	546-353	MAINTENANCE-BUILDINGS	20.92	
9/2019	46	546-354	MAINTENANCE-FACILITIES	3,807.16	3,995.74
9/2019	48	1699	INVENTORY PURCHASED	3,299.90	3,299.90
9/2019	65	565-405A	FACILITIES-IN HOUSE	29,382.24	29,382.24
9/2019	67	567-390	CONTINGENCY FOR ITEMS NOT BUDG	14,833.83	14,833.83
10/2019	10	502-214	OPERATING SUPPLIES	30.77	
10/2019	10	502-301E	EMPLOYEE AWARDS	93.93	
10/2019	10	503-260	MINOR EQUIPMENT & FURNISHINGS	1,813.00	
10/2019	10	504-311	PROFESSIONAL SERVICES	6,814.00	
10/2019	10	508-331	UTILITIES	501.79	
10/2019	10	511-201	OFFICE SUPPLIES	7.99	
10/2019	10	511-214E	EMS SUPPLIES	502.80	
10/2019	10	511-241	SAFETY EQUIPMENT	721.00	
10/2019	10	511-331	UTILITIES	3,394.72	
10/2019	10	511-351	MAINTENANCE-EQUIPMENT	25.42	
10/2019	10	511-352	MAINTENANCE-VEHICLES	559.71	
10/2019	10	512-141	CONTRACT LABOR	1,495.00	
10/2019	10	512-214	OPERATIONAL SUPPLIES	20.00	
10/2019	10	512-301	TRAINING AND TRAVEL	84.00	
10/2019	10	512-321	PRISONER CARE	43.00	
10/2019	10	512-331	UTILITIES	3,529.68	
10/2019	10	512-352	MAINTENANCE-VEHICLES	99.97	
10/2019	10	513-211	JANITORIAL SUPPLIES	72.82	
10/2019	10	513-214	OPERATIONAL SUPPLIES	169.00	
10/2019	10	513-331	UTILITIES	1,213.64	
10/2019	10	514-331	UTILITIES	338.00	
10/2019	10	514-351	MAINTENANCE-EQUIPMENT	588.00	
10/2019	10	515-311	PROFESSIONAL SERVICES	2,516.00	
10/2019	10	516-312	ADVERTISING	33.25	
10/2019	10	517-241	SAFETY SUPPLEIS	92.98	
10/2019	10	590-141	CONTRACT LABOR	1,207.50	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
10/2019	10	590-202	POSTAGE	1,498.76	
10/2019	10	590-211	JANITOR SUPPLIES	222.12	
10/2019	10	590-315	FEES & OTHER CHARGES	27.50	
10/2019	10	590-331	UTILITIES	1,194.39	
10/2019	10	590-332	COMMUNICATIONS	3,299.57	
10/2019	10	590-353	MAINT-BUILDING & FIXTURES	665.00	
10/2019	10	591-390	CONTINGENCY FOR EXP NOT BUDGET	4,114.00	36,989.31
10/2019	20	523-311	PROFESSIONAL SERVICES	2,196.06	
10/2019	20	524-211	JANITORIAL SUPPLIES	349.40	
10/2019	20	524-231	MINOR TOOLS	88.29	
10/2019	20	524-311	PROFESSIONAL SERVICES	275.00	
10/2019	20	524-315B	FEES & OTHR CHGS-SKIATOOK	6,372.55	
10/2019	20	524-331	UTILITIES	11,251.38	
10/2019	20	524-341	RENTAL OF EQUIPMENT	13.00	
10/2019	20	524-354	MAINTENANCE-FACILITIES	298.50	
10/2019	20	525-211	JANITORIAL SUPPLIES	152.80	
10/2019	20	525-311D	PROF SERVICES-TESTING	180.00	
10/2019	20	525-331	UTILITIES	23,645.52	
10/2019	20	525-345	DISPOSAL OF SLUDGE	1,259.21	
10/2019	20	525-354	MAINTENANCE-FACILITIES	7,946.86	
10/2019	20	590-141	CONTRACT LABOR	1,207.50	
10/2019	20	590-211	JANITORIAL SUPPLIES	222.12	
10/2019	20	590-315	OTHER FEES & CHARGES	27.50	
10/2019	20	590-331	UTILITIES	1,194.38	
10/2019	20	590-353	BUILDING MAINTENANCE	665.00	57,345.07
10/2019	29	529-101	SALARIES	4,614.00	
10/2019	29	529-214	OPERATING SUPPLIES	685.58	
10/2019	29	529-301	TRAINING & TRAVEL	79.50	
10/2019	29	529-314	UNIFORMS	99.22	
10/2019	29	529-331	UTILITIES	157.12	
10/2019	29	529-352	MAINTENANCE-VEHICLES	187.96	5,823.38
10/2019	30	530-214	OPERATING SUPPLIES	116.76	
10/2019	30	530-221	FUEL & OIL	72.60	
10/2019	30	530-260	MINOR EQUIPMENT & FURNISHINGS	14.15	
10/2019	30	530-314	UNIFORM CLEANING	30.37	
10/2019	30	530-331	UTILITIES	402.83	
10/2019	30	530-351	MAINTENANCE-EQUIPMENT	116.27	752.98
10/2019	31	531-214	OPERATING SUPPLIES	9.99	
10/2019	31	531-241	SAFETY SUPPLIES	359.95	
10/2019	31	531-331	UTILITIES	364.20	
10/2019	31	531-351	MAINTENANCE-EQUIPMENT	116.61	



## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
10/2019	31	531-352	MAINTENANCE-VEHICLES	11.98	
10/2019	31	531-353	MAINT-BUILDINGS	80.00	
10/2019	31	531-404	BUILDING AND FIXTURES	6,159.94	7,102.67
10/2019	32	532-142	PERMIT SALES COMMISSION	62.00	
10/2019	32	532-331	UTILITIES	1,103.67	1,165.67
10/2019	33	533-212	CHEMICALS	96.92	
10/2019	33	533-213	CONCESSION SUPPLY	2,274.50	
10/2019	33	533-221	FUEL & OIL	553.20	
10/2019	33	533-331	UTILITIES	1,773.10	
10/2019	33	533-351	MAINTENANCE-EQUIPMENT	864.66	
10/2019	33	533-352	MAINTENANCE-VEHICLE	2,448.50	
10/2019	33	533-354	MAINTENANCE-FACILITIES	449.91	
10/2019	33	533-405	FACILITIES	695.79	9,156.58
10/2019	34	534-331	UTILITIES	2,429.13	
10/2019	34	534-353	MAINT/BUILDINGS	30.00	2,459.13
10/2019	35	535-141	CONTRACT LABOR	1,845.00	
10/2019	35	535-241	SAFETY SUPPLIES	256.20	
10/2019	35	535-243	RECREATIONAL SUPPLIES	400.00	
10/2019	35	535-331	UTILITIES	6,026.01	
10/2019	35	535-353	MAINT-BUILDINGS/FIXTURES	14.59-	8,512.62
10/2019	36	536-331	UTILITIES	1,145.68	1,145.68
10/2019	40	540-401	EQUIPMENT	13,948.05	13,948.05
10/2019	41	541-401	EQUIPMENT	429.21	429.21
10/2019	44	544-331	UTILITIES	2,927.27	
10/2019	44	544-354	MAINTENANCE-FACILITIES	502.45	
10/2019	44	544-390	CONTINGENCY	9,321.92	12,751.64
10/2019	45	531-404	BUILDING & FIXTURES	2,773.74	
10/2019	45	590-401	EQUIPMENT	1,289.03	4,062.77
10/2019	46	1699	INVENTORY PURCHASED	1,649.02	
10/2019	46	546-241	SAFETY SUPPLIES	482.85	
10/2019	46	546-260	MINOR EQUIPMENT & FURNISHINGS	1,285.00	
10/2019	46	546-331	UTILITIES	460.90	
10/2019	46	546-351	MAINTENANCE-EQUIPMENT	37.99	
10/2019	46	546-354	MAINTENANCE-FACILITIES	2,600.00	6,515.76
10/2019	58	558-141	CONTRACT LABOR	1,250.00	

## G / L   R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
					1,250.00
10/2019	59	559-311	PROFESSIONAL SERVICES	25,000.00	25,000.00
10/2019	63	563-311A	PROF SVCS-ENG DESIGN	1,394.50	1,394.50
10/2019	83	578-405B	FACILITIES-CONTRACT	320,685.44	320,685.44
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		766,327.76
			REPORT TOTAL:		766,327.76



**Consent Agenda 7. B.**

**City Council Regular**

**Meeting Date:** October 7, 2019

**Submitted For:** Hailey Sharp, Accounts Payable Clerk

**Submitted By:** Amber Fisher, Accounts Payable Clerk

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**SUBJECT:**

Consider approving prepaid claims in the amount of \$30,377.36

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**Attachments**

Pre-paid Claims 10/7/19

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Prepaid Claims for Agenda 05/06/19  
Submitted by: Hailey Sharp A/P

City:

AT&T for internet service at Sahoma Bait Shop- \$72.60

AT&T monthly phone charges for September 2019- \$8,239.22

AT&T monthly E-911 Charges for September- \$236.90

Wright Express for City vehicles fuel & oil April 2019- \$21,628.64

Creek County Development Permit- \$200.00

SMA:

Total Amount \$ 30,377.36



## AGENDA ITEM

### Community Development 9. A.

#### City Council Regular

**Meeting Date:** October 7, 2019

**Submitted By:** Nikki Howard, Urban Development Director

**Department:** Planning & Development

**Presented By:** Nikki Howard

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#### **SUBJECT:**

Discussion and possible action regarding the application by Higher Level Farms, LLC, for a Specific Use Permit, SUP-045, to allow a Commercial Marijuana Grow facility located at 7361 State Highway 66.

#### **BACKGROUND:**

The subject property is located in an industrial area on State Highway 66. The applicants will be the only tenants. They plan add additional fencing, gate, and lighting for added security, in addition to all security requirements. The proposed use will have no retail traffic and minimal staff.

#### **RECOMMENDATION:**

The Sapulpa Planning Commission met on September 24, 2019, and voted unanimously to recommend approval to City Council, with conditions listed on SPC staff report.

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#### **Attachments**

case file

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SAPULPA PLANNING COMMISSION  
September 24, 2019  
STAFF REPORT

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FILE: SUP-045 | Specific Use Permit

APPLICANT: Higher Level Farms, LLC

ADDRESS: 7361 State Highway 66

PARCEL: 1999-07-018-012-0-081-05

STR: Section 07, Township 18 North, Range 12 East

LEGAL: A tract of land lying in the West Half of the Northeast Quarter (W/2 NE/4) of Section 7, Township 18 North, Range 12 East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U.S. Government Survey thereof, described as follows: Commencing at the Southwest corner of said W/2 NE/4; thence S89°42'10"E for a distance of 422.28 feet to the West right of way line of the Tulsa Sapulpa Union Railroad; thence N23°03'50"E along said West right of way for a distance of 1163.98 feet to the point of beginning; thence N64°44'51"W for a distance of 238.26 feet to the East right of way line of New Sapulpa Road; thence N25°15'09"E along said right of way for a distance of 102.00 feet; thence S64°44'51"E for a distance of 234.36 feet to the West right of way line of the Tulsa Sapulpa Union Railroad; thence S23°03'50"W along said right of way line for a distance of 102.07 feet.

LOT SIZE: .55 acres more or less

ZONING: IL Industrial Light Manufacturing

EXISTING USE: Vacant industrial space

OWNER: Cashley 1, LLC

CC WARD: Ward #5 Mr. Bruce Bledsoe and Mr. Hugo Naifeh

PREPARED BY: Nikki Howard – Urban Development Director

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**REQUEST:**

The applicant requests a Specific Use Permit to allow a Commercial Medicinal Marijuana Grow Facility in the IL (Industrial Light Manufacturing).

**APPLICABLE STATE AND MUNICIPAL CODE SECTIONS:**

As provided in O.S. § 11-43-113, the utilization of the SUP process is designed to address uses which are specialized in nature. The Specific Use list are so clarified because of the size of the land they require or the specialized nature of the use, or they may more intensely dominate the area in which they are located, or their effects on the general public are broader in scope than other types of uses permitted in the district.

**BACKGROUND:**

The subject property is located in an Industrial area on State Highway 66. The applicants will be the only tenants. They plan to add additional fencing and a gate for added security, in addition to all required security measures. The proposed use will have no retail traffic and minimal staff.

**SURROUNDING LAND USE AND ZONING:**

North:	IM Talon Services
East:	State Highway 66/ Turner Turnpike
South:	IL Fastenal
West:	I-2 County

Comprehensive Plan: The subject property is designated Commercial/Industrial on the Future Land Use Map (FLUM).

Flood Zone: The subject property is not within a flood zone.

**PUBLIC COMMENTS:** As of writing this report, staff has not received any public comment.

STAFF RECOMMENDATION:

Recommended motion for SPC:

Staff is recommending APPROVAL of the application with the following conditions:

- a. Each Commercial Medical Marijuana Facility shall be operated from the permitted premises on the permitted property. No Commercial medical Marijuana Facility shall be permitted to operate from a moveable, mobile or transitory location, except for a permitted and licensed secure transporter when engaged in the lawful transport of Marijuana.
- b. Commercial operators will need to submit their security plan and shall include the following: see attached security plan
- c. Signs: No pictures, photographs, drawings or other depictions of marijuana or marijuana paraphernalia shall appear on the outside of any permitted premises nor be visible outside of the permitted premises on the permitted property. The words "marijuana", "cannabis" and any other words used or intended to convey the presence or availability of marijuana shall not appear on the outside of the permitted premises nor be visible outside of the permitted premises on the permitted property.
- d. All activities of Commercial Medical Marijuana facilities, including without limitation, distribution, growth, cultivation, or the sale of marijuana, and all other related activity under the permit holder's license or permit must occur indoors. The facility's operation and design shall minimize any impact to adjacent uses, including the control of any odor by maintaining and operating an air filtration system so that no odor is detectable outside of the permitted premises.
- e. All necessary building, electrical, plumbing, and mechanical permits and inspections must be obtained for any part of the permitted premises.
- f. The permit holder, owner and operator of the facility shall use lawful methods in controlling waste or by-products from any activities allowed under the license or permit.



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MAP PRODUCTS

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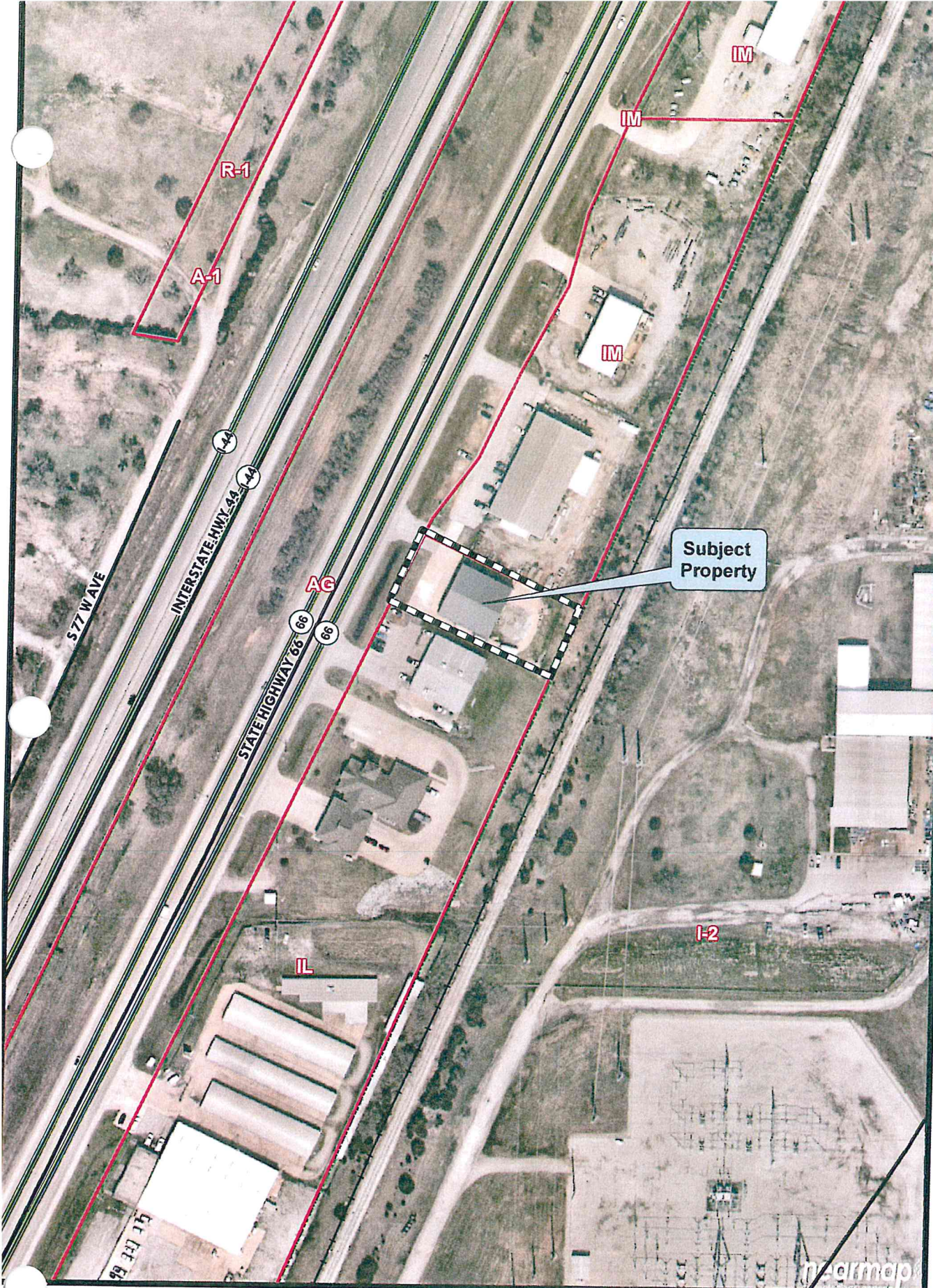
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Legend

- Zoning
- Subject Property
- City Limits
- Parcels
- Highways
- Roads & Streets
- Railroads



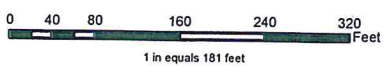
Property Description

Property located in Sec. 7 T18N-R12E  
City of Sapulpa, Creek County Oklahoma  
See Case File for Full Legal Description

-911: 7361 State Highway 66 Tulsa, OK 74131

Map Prepared by:  
City of Sapulpa  
Date: 8/26/2019

Source Data:  
Creek County Assessors  
City of Sapulpa, Incog



**CITY OF SAPULPA  
MAP PRODUCTS**








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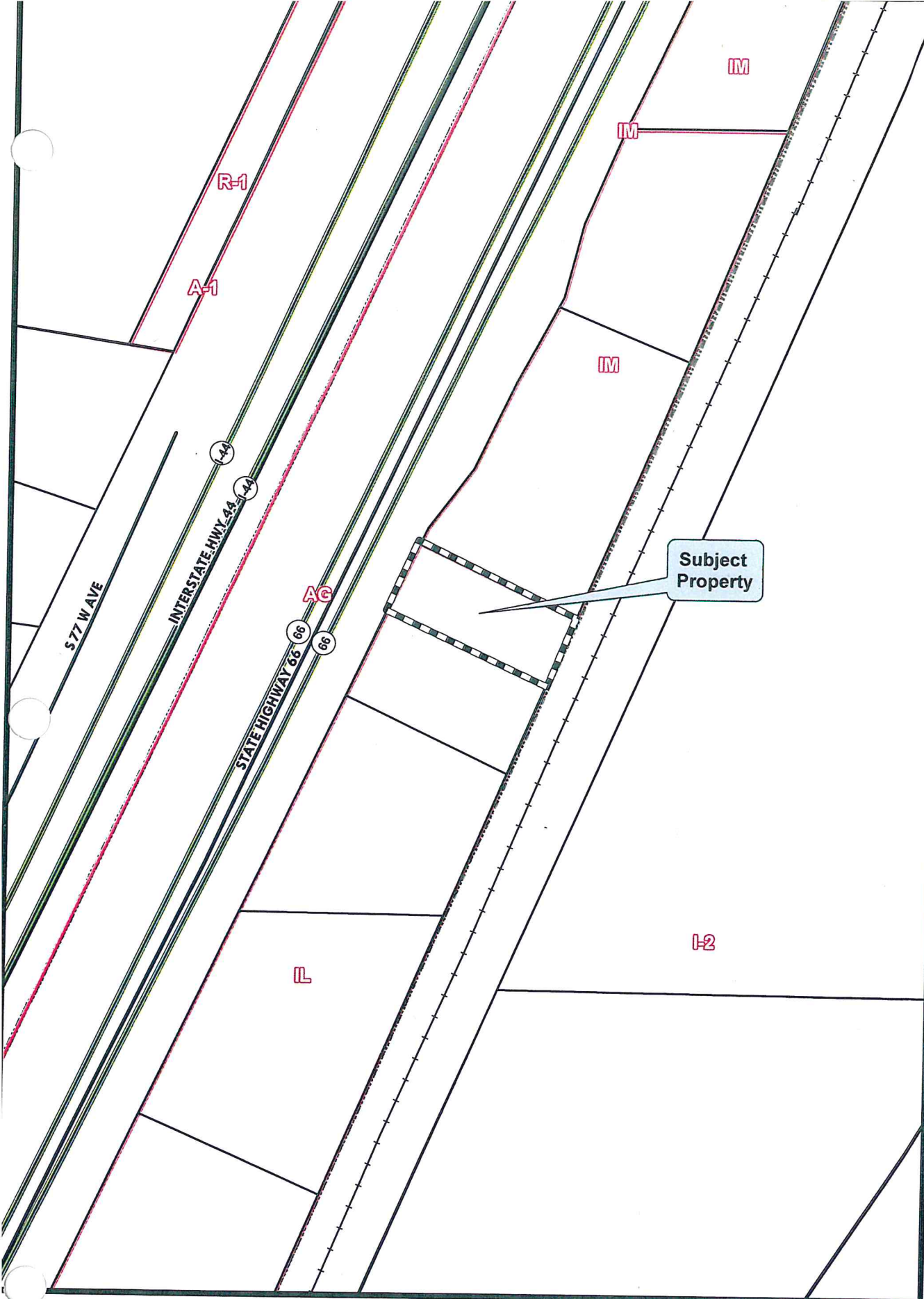
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**Legend**

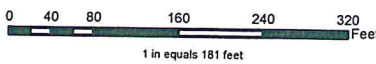
-  Zoning
-  Subject Property
-  City Limits
-  Parcels
-  Highways
-  Roads & Streets
-  Railroads



**Property Description**

Property located in Sec. 7 T18N-R12E  
City of Sapulpa, Creek County Oklahoma  
See Case File for Full Legal Description

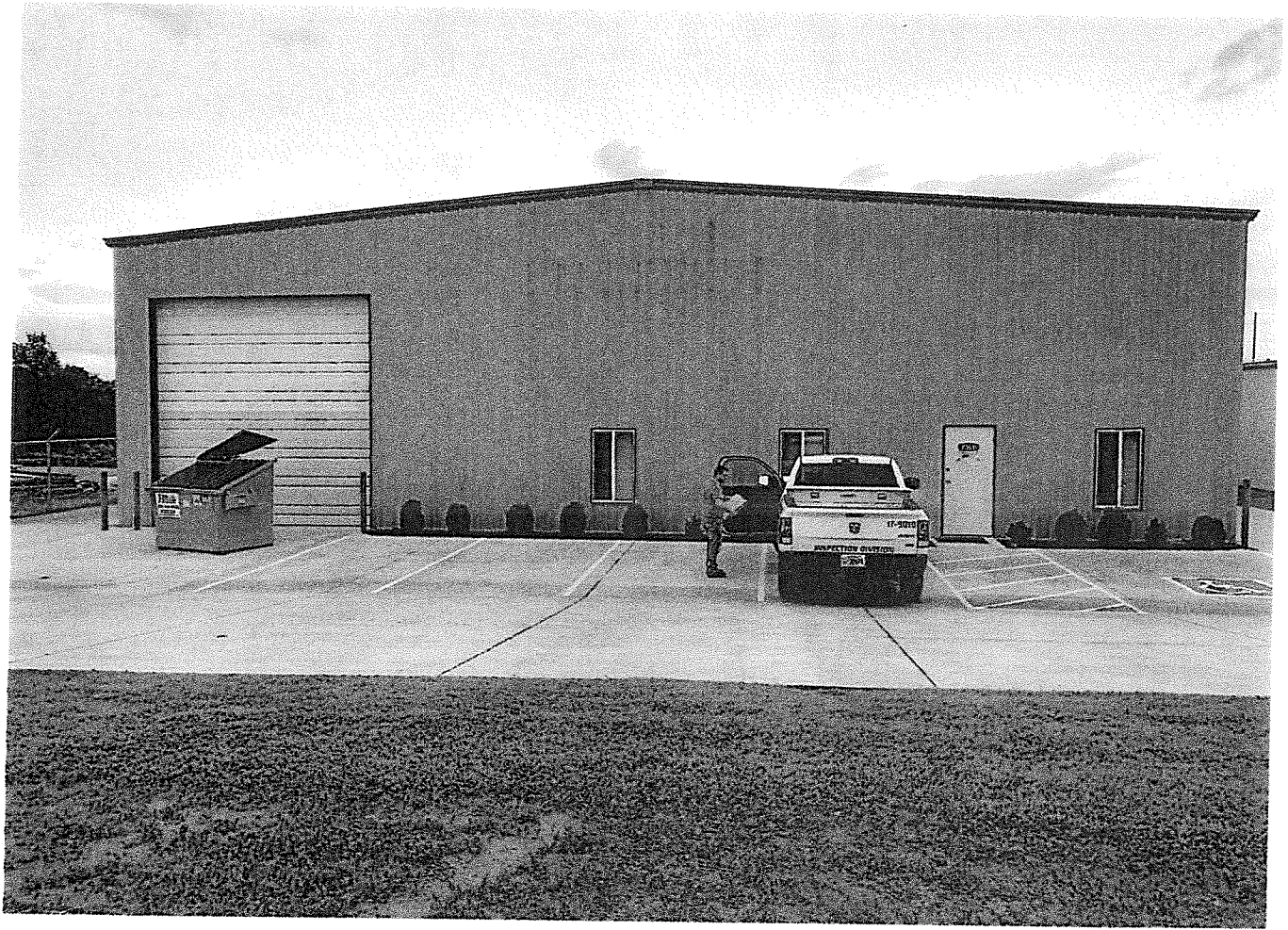
-911: 7361 State Highway 66 Tulsa, OK 74131



Map Prepared by:  
City of Sapulpa  
Date: 8/26/2019

Source Data:  
Creek County Assessors  
City of Sapulpa, Incog

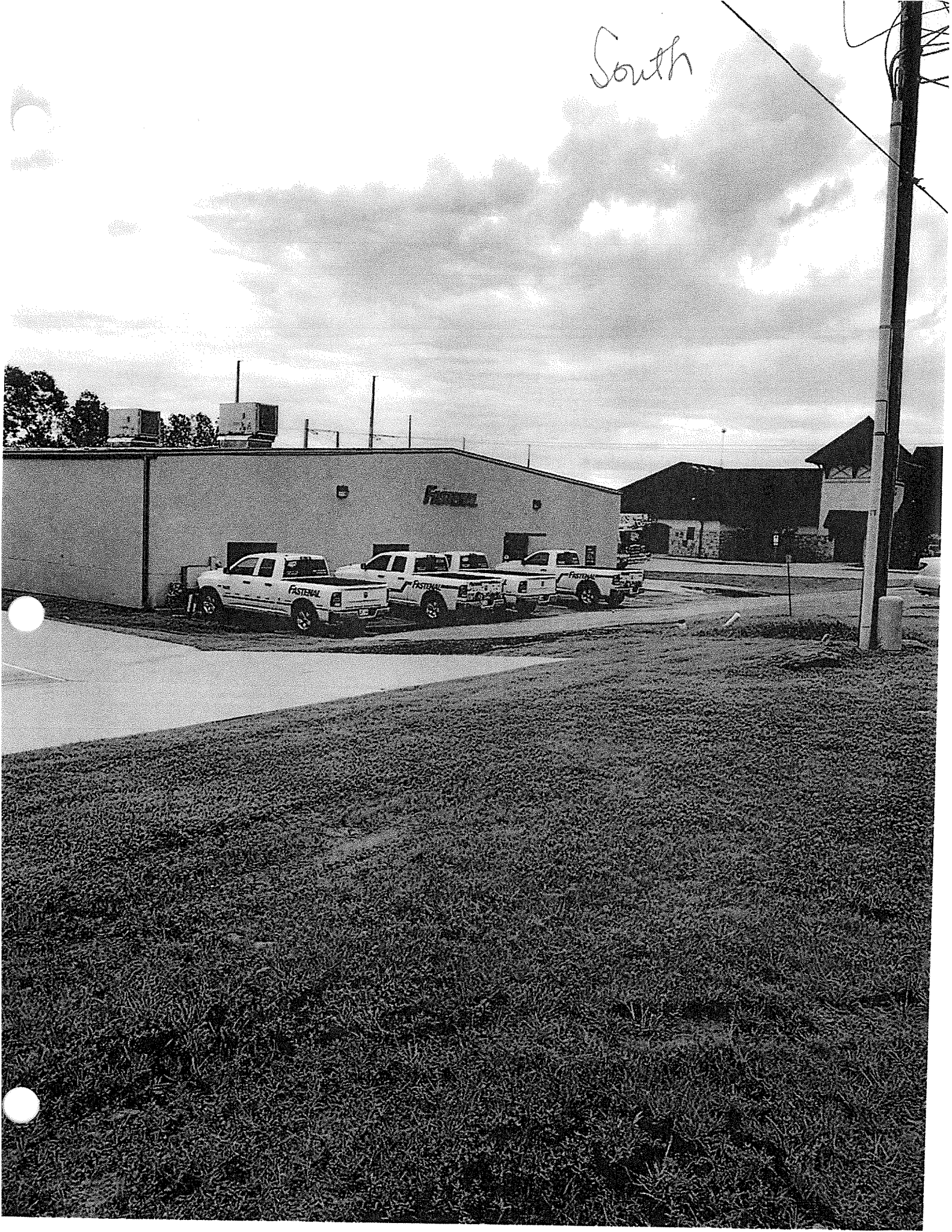




North



South



State of Oklahoma

# License Certificate

NON-TRANSFERABLE

## COMMERCIAL GROWER LICENSE

HEREBY GRANTED TO

**HIGHER LEVEL FARMS LLC**

8714 S WINSTON PL, TULSA, OK, 74137

THE LICENSE IS ISSUED BY THE OKLAHOMA STATE DEPARTMENT OF HEALTH, OKLAHOMA MEDICAL MARIJUANA AUTHORITY TO CERTIFY THE ABOVE HAS FULFILLED THE REQUIREMENTS OF TITLE 63 O.S. § 420A ET SEQ. AND THE OKLAHOMA ADMINISTRATIVE CODE AT TITLE 310 CHAPTER 681. THE LICENSE IS SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION HEREOF, AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW AND RULE. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, RULES AND REGULATIONS OF THE STATE OF OKLAHOMA.

06/16/2020

LICENSE NUMBER:

GAAA-41JP-R0UC



DO NOT COPY

*Tom Bates*

TOM BATES, J.D.  
Interim Commissioner  
Oklahoma State Department of Health



# City of Sapulpa, Oklahoma

Urban Development Department

## Specific Use Permit Application (SUP)

1999-07-018-D12-0-081-05  
Ward #5 Bledsoe / Naifeh  
Sapulpa Planning Commission (SPC)  Flood  
Comm / Ind.

Sapulpa Planning Commission (SPC)

**For Office Use**

Date Application Submitted 8/23/19 Received by RAH Complete?  Yes or No

Date of Public Hearing 9/24/19 CC 10/7 Case Number SUP-045 Approved? Yes or No

Applicant: HIGHER LEVEL FARMS, LLC Phone: 918-381-7867

Billing Address: 8714 S. WINSTON PL. TULSA, OK 74137

Owner: (if different\*\*) CASHLEY I, LLC Phone: 918-978-0009

Address: 7361 STATE HWY 66 Zoning: VL S-T-R: 7-18-12

Block: \_\_\_\_\_ Subdivision: \_\_\_\_\_

\*\*Does the Applicant have permission from the Owner to request a Specific Use Permit?  Y or N

The following items must be submitted as part of the application packet for a Specific Use Permit (SUP):

- Site Plan – A site plan shall consist of drawing(s) containing:
  - A north arrow;
  - Proposed location of structures, off-street parking, and open space;
  - Dimensions of buildings and other structures;
  - Distances between existing and proposed structures, as well as setback dimensions;
  - Proposed location of buffer areas, screening, and landscaping; and
  - Sufficient surrounding area to demonstrate the relationship to adjoining uses.
- Filed Deed of ownership with the Book & Page stamp from the County Clerk
- A signed and sealed 300' property ownership list from a Certified Abstract company (3 sets of labels)
- Any additional information required by staff to aid the Sapulpa Planning Commission (SPC) in making a recommendation to the Sapulpa City Council (CC) – renderings, photos, color swatches, etc.
- A check payable to the City of Sapulpa (no cash or money orders) at the time of application
- The completed and signed\*\*\* copy of this application

**A. Subject Property**

- 1. Size in Acres or Square Feet: 5625 sq. ft.    2. Current Use: EMPTY WAREHOUSE
- 3. Frontage Road (Street): STATE HWY 66 (FORMERLY NEW SAPULPA ROAD)
- 4. Identify structures and improvements on the property: WAREHOUSE & OFFICE SPACE

---

- 5. City Water:  Yes  No    6. City Sewer:  Yes  No    7. Basin (if applicable): \_\_\_\_\_

**B. Adjoining Property**

- 1. Provide approximate distances from structures on adjacent lots to the property lines: BUILDING 30'S NEIGHBORING PROPERTY (FASTENAL), BUILDING 80' N, NEIGHBORING PROPERTY (TALON SERVICES)
- 2. Identify adjacent and surrounding land uses: COMMERCIAL / INDUSTRIAL

**C. Specific Use Permit Request**

As provided by O.S. §11-43-113, the utilization of the Specific Use Permit process is designed to address land uses, which because of the specialized nature of the use, may dominate the area in which such uses are proposed to be located.

- 1. Describe the proposed Specific Use as it pertains to your property: CULTIVATION FACILITY

---

- 2. Describe any benefits to the adjacent properties or to the City: BASED ON RESEARCH, CULTIVATING FACILITIES ARE COMMON NEIGHBORS IN COMMERCIAL / INDUSTRIAL ZONED AREA
- 3. Explain how the subject property is well suited for proposed Specific Use. (e.g. advantages such as topography, soil, drainage, access, proximity to populated commercial/residential areas, etc.): PROPOSED SITE IS COMMONLY SUITED FOR CULTIVATION IN NEIGHBORING AREAS. SITE IS CLOSE TO MAJOR HWYS
- 4. Explain how the proposed Specific Use may affect the road system serving your area: PROPOSED USE WILL HAVE NO RETAIL TRAFFIC & LIMITED TO STAFF & OWNERS
- 5. Provide the number of additional daily traffic counts the Specific Use may produce: 3-4 AUTOS



Master fee schedule for Specific Use Permit applications within the city limits of Sapulpa, Oklahoma

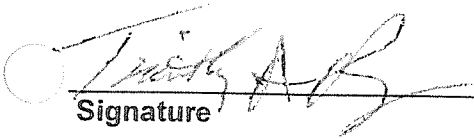
BASE APPLICATION FEE \$170.00  
 NOTICE PREPARATION \$30.00 flat fee  
 300' or 1320' MAILING LIST \$6.xx for each name on list (postage – certified mail with return)

NEWSPAPER PUBLICATION\* \*Sapulpa Legal News will bill the applicant directly

*For Office Use*

Application Fees	Totals
Base Application Fee	\$170.00
Notice Preparation	\$30.00
Property Owners Mailing & Postage \$6.** x _____	\$
<b>Total Amount Due</b>	<b>\$ 54.40</b>
<i>Cash</i>	Date Paid
	Check No. <i>25440</i>

\*\*\*A signature acknowledges that the information provided on the application is accurate and as well as an understanding of the required documentation for processing a Specific Use Permit application.

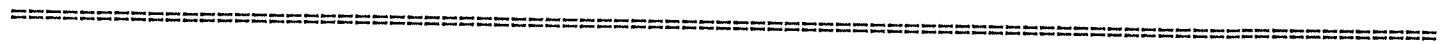
  
 \_\_\_\_\_  
 Signature

*8-22-19*  
 \_\_\_\_\_  
 Date

6. If there are increases in traffic, what traffic control measures are proposed? NONE AT THIS TIME  
DO TO MINIMAL TRAFFIC

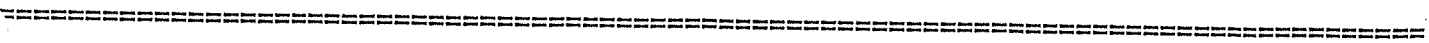
7. How could the proposed Special Use be detrimental to properties in the vicinity? MINIMAL DETRIMENT  
DO TO LIMITED ACCESS & TRAFFIC TO THE PROPOSED SITE, CAMERAS WILL BE INSTALLED  
TO DETER POSSIBLE ISSUES

8. Explain what measures are proposed to minimize any adverse effects: PROPOSED SITE & OPERATIONS  
WILL HAVE SECURITY MEASURES IN PLACE, SECURITY & COMPLIANCE TRAINING  
UPDATED QUARTERLY



**ADDITIONAL INFORMATION FOR SPECIFIC USE PERMITS (SUP) – Please Read**

- Staff will not accept an incomplete SUP application packet. The application, supporting documentation, and fees must be delivered to the Urban Development offices at least 30 days prior to the next scheduled SPC meeting.
- The City Council (CC) reviews and discusses the SUP request and the recommendation from the SPC. The CC may approve as recommended, approve with amended conditions, or deny an SUP application.
- A person knowledgeable of the application and the property must attend the meetings to represent the application.
- The approval of a Specific Use Permit does not in any way negate or circumvent the other requirements of development as stated in the City Codes. If approved, the SUP may require meeting(s) with the Technical Advisory Committee (TAC). Additional permits will be required prior to construction.
- Unless otherwise indicated, the Sapulpa Planning Commission (SPC) meets the 4th Tuesday of each month at 5:30 p.m. in the City Council Chambers
- You may contact the Urban Development Department at 918-248-5918





## AGENDA ITEM

### Community Development 9. B.

#### City Council Regular

**Meeting Date:** October 7, 2019

**Submitted By:** Nikki Howard, Urban Development Director

**Department:** Planning & Development

**Presented By:** Nikki Howard

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#### **SUBJECT:**

Discussion and possible action regarding the application by Tim Huff for a Specific Use Permit, SUP-046, to allow a Commercial Marijuana Grow Facility located at 1511 North 9th Street.

#### **BACKGROUND:**

The subject property is located South of the Southeast corner of State Highway 97 (North 9th Street) and Highway 166. The proposed medicinal marijuana grow facility is located in an Industrial area, with the exception of a manufactured home park located to the South. The applicant would like to rebuild the portion of the structures destroyed by a tornado for a grow facility. The grow facility will be constructed out of new storage containers. They will be constructed to blend with the Industrial property to the North (Lampton's Welding Supply). Proper ventilation and filtration will need to be inspected and approved by the Fire Marshal and Building Inspector to ensure there are no adverse affects or odor from the permitted premises.

#### **RECOMMENDATION:**

The Sapulpa Planning Commission met on September 24, 2019, and voted 4-2 to recommend approval of the application to City Council with the stipulation that the mini storage business be closed prior to the Certificate of Occupancy being issued for the Grow Facility and the conditions as listed on the SPC case report.

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#### **Attachments**

case file

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SAPULPA PLANNING COMMISSION (SMAPC)  
September 24, 2019  
STAFF REPORT

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FILE: SUP-046 | Specific Use Permit

APPLICANT: Tim Huff

ADDRESS: 1511 North 9<sup>th</sup> Street

PARCEL: 1999-23-018-011-0-250-00

STR: Section 23, Township 18 North, Range 11 East

LEGAL: A tract of land located in the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) in Section 23, township 18 North, Range 11 East of the Indian Base and Meridian, Creek County State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows, to-wit: Commencing 2046 feet South of the Northeast corner of the Southwest Quarter (SW/4) of Section 23, Township 18 North, Range 11 East, thence 561 feet West; thence South 99 feet; thence East 561 feet; thence North 99 feet at the point of beginning. LESS AND EXCEPT: A strip, piece, or parcel of land lying in part of the SE/4 SW/4 of Section 23, being described by metes and bounds as follows: Beginning at a point on the present East right of way line of State Highway 97 a distance of 535.88 feet West of and 577.78 feet North of the Southeast Corner of said SE/4 SW/4; thence South along said right of way line a distance of 99.00 feet; thence East a distance of 10.00 feet; thence N01°16'07"W a distance of 99.00 feet; thence West a distance of 10.00 feet to the point of beginning.

LOT SIZE: 1 acre more or less

ZONING: IL Industrial Light

EXISTING USE: Prior use was mini storage – destroyed by tornado

OWNER: Tim Huff

CC WARD: Ward #2 Mr. John Anderson and Ms. Carla Gunn

PREPARED BY: Nikki Howard – Urban Development Director

---

**REQUEST:**

The applicant requests a Specific Use Permit to allow a Commercial Marijuana Growth Facility in a IL (Industrial Light Manufacturing District).

**APPLICABLE STATE AND MUNICIPAL CODE SECTIONS:**

As provided in O.S. § 11-43-113, the utilization of the SUP process is designed to address uses which are specialized in nature. The Specific Use list are so clarified because of the size of the land they require or the specialized nature of the use, or they may more intensely dominate the area in which they are located, or their effects on the general public are broader in scope than other types of uses permitted in the district.

**BACKGROUND:**

The subject property is located South of the Southeast corner of State Highway 97 (North 9<sup>th</sup> Street) and Highway 166. The proposed medicinal marijuana grow facility is located in an Industrial area, with the exception of a manufactured home park located to the South. The applicant would like to rebuild the portion of the structures destroyed by the tornado for a grow facility. The grow facility will be constructed out of storage containers. They will be constructed in way to blend in with the adjoining property to the North.

Proper ventilation and filtration will need to be inspected and approved by the Fire Marshal and the City Inspector to ensure that there are no adverse affects or odor from the permitted premises.

**SURROUNDING LAND USE AND ZONING:**

North:	IL – Hampton Welding Supply
East:	A-1 Vacant (County)
South:	RMH Manufactured Home park
West:	State Highway 97

(Attached to this Staff Report, is a Zoning Map of the subject property)

Comprehensive Plan: The subject property is designated Commercial/Industrial on the Future Land Use Map (FLUM).

Flood Zone: The subject property is not within a flood zone.

PUBLIC COMMENTS: As of writing this report, staff has not received any public comment.

STAFF RECOMMENDATION:

Recommended motion for SPC:

Staff is recommending APPROVAL of the application with the following conditions:

1. Each Commercial Medical Marijuana Facility shall be operated from the permitted premises on the permitted property. No Commercial medical Marijuana Facility shall be permitted to operate from a moveable, mobile or transitory location, except for a permitted and licensed secure transporter when engaged in the lawful transport of Marijuana.
2. Commercial operators will need to submit their security plan and shall include the following:
  - Security surveillance cameras installed to monitor all entrances, along with the interior and exterior of the permitted premises;
  - Alarm systems which are professionally monitored and operated 24 hours a day, seven days a week;
  - A locking safe permanently affixed to the permitted premises that shall store all marijuana and cash remaining in the facility overnight;
  - All marijuana in whatever form stored at the permitted premises shall be kept in a secure manner and shall not be visible from outside the permitted premises, nor shall it be grown, processed, exchanged, displayed or dispensed outside of the permitted premises;
  - All security recordings shall be preserved for at least seven (7) days by the permit holder and made available to any law enforcement officer upon request for inspection
3. Signs: No pictures, photographs, drawings or other depictions of marijuana or marijuana paraphernalia shall appear on the outside of any permitted premises nor be visible outside of the permitted premises on the permitted property. The words

“marijuana”, “cannabis” and any other words used or intended to convey the presence or availability of marijuana shall not appear on the outside of the permitted premises nor be visible outside of the permitted premises on the permitted property.

4. All activities of Commercial Medical Marijuana facilities, including without limitation, distribution, growth, cultivation, or the sale of marijuana, and all other related activity under the permit holder’s license or permit must occur indoors. The facility’s operation and design shall minimize any impact to adjacent uses, including the control of any odor by maintaining and operating an air filtration system so that no odor is detectable outside of the permitted premises.
5. All necessary building, electrical, plumbing, and mechanical permits and inspections must be obtained for any part of the permitted premises.
6. The permit holder, owner and operator of the facility shall use lawful methods in controlling waste or by-products from any activities allowed under the license or permit.

ATTACHMENTS:

1. Vicinity & Zoning Maps
2. Site photos
3. Submittals

**CITY OF SAPULPA  
MAP PRODUCTS**

These map products and all underlying data were developed for use by the City of Sapulpa for its internal purposes only, and were not designed or intended for general use by members of the public. The City makes no representation or warranty as to its accuracy, timeliness, or completeness, and in particular, its accuracy in labeling or displaying lot size of property boundaries, or placement or location of any map features thereon.

**THE CITY OF SAPULPA MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESSED OR IMPLIED, WITH RESPECT TO THESE MAP PRODUCTS OR THE UNDERLYING DATA.**

Any users of these map products, map applications, or data, accepts same AS IS, WITH ALL FAULTS, and assumes all responsibility for the use thereof, and further covenants and agrees to hold the City harmless from and against all damage, loss, or liability arising from any use of this map product, in consideration of the City's having made this information available.

Independent verification of all data contained herein should be obtained by any user of these map products, or the underlying data. The City disclaims, and shall not be held liable for, any and all damage, loss, or liability, whether direct, indirect, or consequential, which arises or may arise from these map products, or the use thereof by any person or entity.

**Legend**

- Zoning
- Subject Property
- City Limits
- Parcels
- Highways
- Roads & Streets
- Railroads

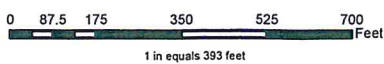


Subject Property



### Property Description

Property located in Sec. 23 T 18N - R 12E  
Sapulpa, Creek County, Oklahoma  
See Case File for Full Legal Description  
-911: 1511 N Highway 97 Sapulpa, OK 74066



Map Prepared by:  
City of Sapulpa  
Date: 8/26/2019

Source Data:  
Creek County Assessors  
City of Sapulpa, Incog



CITY OF SAPULPA  
MAP PRODUCTS






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Legend

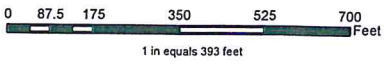
-  Zoning
-  Subject Property
-  City Limits
-  Parcels
-  Highways
-  Roads & Streets
-  Railroads



Subject Property

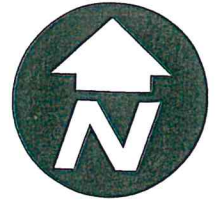
Property Description

Property located in Sec. 23 T 18N - R 12E  
Sapulpa, Creek County, Oklahoma  
See Case File for Full Legal Description  
911: 1511 N Highway 97 Sapulpa, OK 74066



Map Prepared by:  
City of Sapulpa  
Date: 8/26/2019

Source Data:  
Creek County Assessors  
City of Sapulpa, Incog





Looking N  
from MHP



Looking West

Tornado Damage





# City of Sapulpa, Oklahoma

Urban Development Department

## Specific Use Permit Application (SUP)

1999-23-018-011-0-250-00  
Ward #2 Anderson (Gum)  
Comm. / Ind. & Flood

Sapulpa Planning Commission (SPC)

**For Office Use**

Date Application Submitted \_\_\_\_\_ Received by BBB Complete? Yes or No  
Date of Public Hearing 9/24/2019 Case Number SUP-046 Approved? Yes or No

Applicant: Tim Huff Phone: 918-606-0034

Billing Address: 13390 S. Garrett St. Sapulpa, Ok 74066

Owner: (if different\*\*) Same Phone: \_\_\_\_\_

Address: 1511 N. 9th St. Zoning: IL S-T-R: \_\_\_\_\_

Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: \_\_\_\_\_

\*Does the Applicant have permission from the Owner to request a Specific Use Permit? Y or N

The following items must be submitted as part of the application packet for a Specific Use Permit (SUP):

- Site Plan – A site plan shall consist of drawing(s) containing:
  - A north arrow;
  - Proposed location of structures, off-street parking, and open space;
  - Dimensions of buildings and other structures;
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  - Proposed location of buffer areas, screening, and landscaping; and
  - Sufficient surrounding area to demonstrate the relationship to adjoining uses.
- Filed Deed of ownership with the Book & Page stamp from the County Clerk
- A signed and sealed 300' property ownership list from a Certified Abstract company (3 sets of labels)
- Any additional information required by staff to aid the Sapulpa Planning Commission (SPC) in making a recommendation to the Sapulpa City Council (CC) – renderings, photos, color swatches, etc.
- A check payable to the City of Sapulpa (no cash or money orders) at the time of application
- The completed and signed\*\*\* copy of this application

**A. Subject Property**

- 1. Size in Acres or Square Feet: 55,539 sqft      2. Current Use: mini Storage
- 3. Frontage Road (Street): 9<sup>th</sup> St
- 4. Identify structures and improvements on the property: North building and middle building

---

- 5. City Water:  Yes  No      6. City Sewer:  Yes  No      7. Basin (if applicable): \_\_\_\_\_

**B. Adjoining Property**

- 1. Provide approximate distances from structures on adjacent lots to the property lines: 150'

---

- 2. Identify adjacent and surrounding land uses: Lampton Welding Supply to the North and mobil home park to the South

**C. Specific Use Permit Request**

As provided by O.S. §11-43-113, the utilization of the Specific Use Permit process is designed to address land uses, which because of the specialized nature of the use, may dominate the area in which such uses are proposed to be located.

- 1. Describe the proposed Specific Use as it pertains to your property: New mini Storage building to be build and used AS A Cannabis Grow Physicality
- 2. Describe any benefits to the adjacent properties or to the City: These will be brand new and we will be landscaping the front of the property
- 3. Explain how the subject property is well suited for proposed Specific Use. (e.g. advantages such as topography, soil, drainage, access, proximity to populated commercial/residential areas, etc): It will appear as a new climate controlled mini storage as it has been for 50 years
- 4. Explain how the proposed Specific Use may affect the road system serving your area: No change

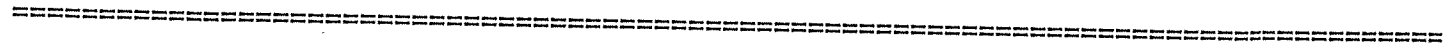
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- 5. Provide the number of additional daily traffic counts the Specific Use may produce: 0

6. If there are increases in traffic, what traffic control measures are proposed? 0 or lower

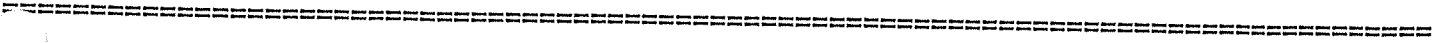
7. How could the proposed Special Use be detrimental to properties in the vicinity? It will increase the property value because of the upgraded buildings

8. Explain what measures are proposed to minimize any adverse effects: Air filters, security, landscaped surroundings



**ADDITIONAL INFORMATION FOR SPECIFIC USE PERMITS (SUP) – Please Read**

- Staff will not accept an incomplete SUP application packet. The application, supporting documentation, and fees must be delivered to the Urban Development offices at least 30 days prior to the next scheduled SPC meeting.
- The City Council (CC) reviews and discusses the SUP request and the recommendation from the SPC. The CC may approve as recommended, approve with amended conditions, or deny an SUP application.
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Master fee schedule for Specific Use Permit applications within the city limits of Sapulpa, Oklahoma

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 NOTICE PREPARATION               **\$30.00** flat fee  
 300' or 1320' MAILING LIST       **\$6.xx** for each name on list (postage – certified mail with return)

NEWSPAPER PUBLICATION\*           \*Sapulpa Legal News will bill the applicant directly

*For Office Use*

Application Fees	Totals
Base Application Fee	\$170.00
Notice Preparation	\$30.00
Property Owners Mailing & Postage \$6.** x <u>8</u>	\$ <u>54.40</u>
<b>Total Amount Due</b>	\$ <u>254.40</u>
	Date Paid <u>8/26/2019</u>
	Check No. <u>1977</u>

**\*\*\*A signature acknowledges that the information provided on the application is accurate and as well as an understanding of the required documentation for processing a Specific Use Permit application.**

Tim Huff  
 Signature

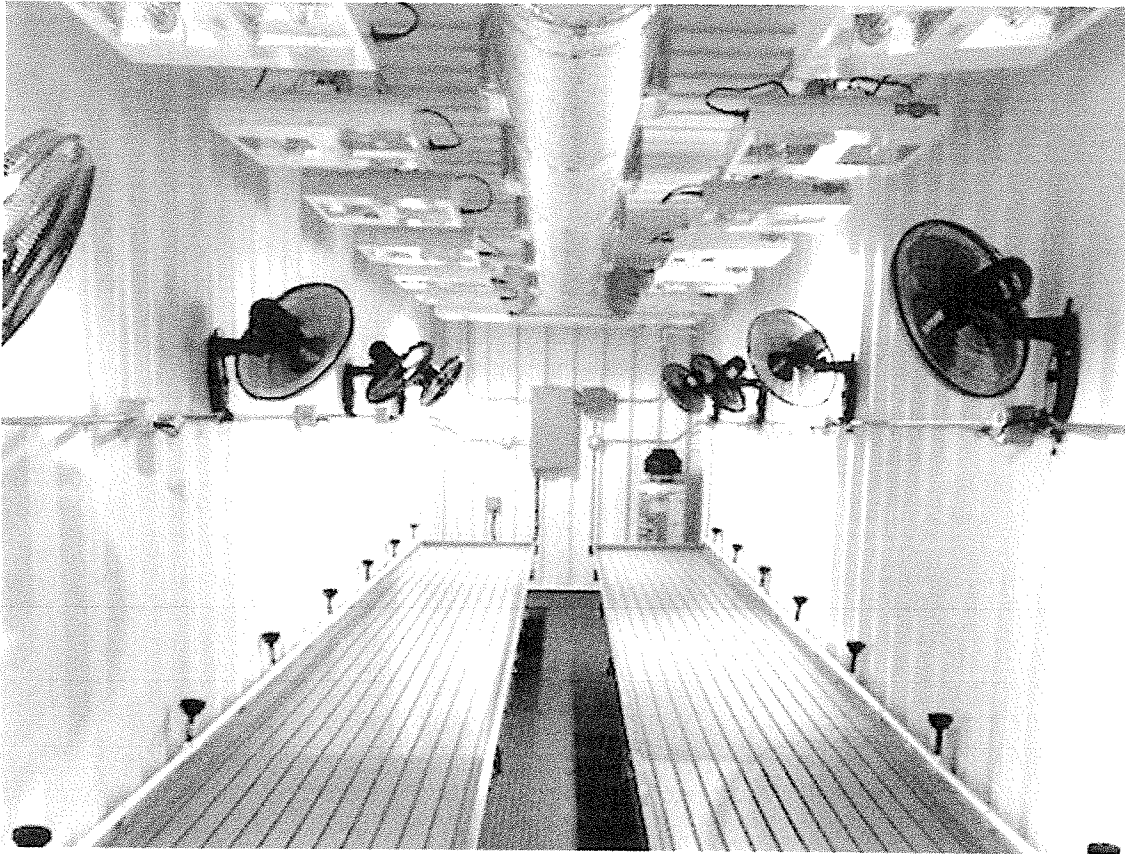
8-23-19  
 Date



1:45 PM Mon Aug 19

shipping containers used for commercial marijuana grow

88%



ulkomailta.info



shipping container grow room for sale – ulkomailta.info





State of Oklahoma

# License Certificate

NON - TRANSFERABLE

## COMMERCIAL GROWER LICENSE

HEREBY GRANTED TO

**TORNADO TOPS LLC**

1511 N 9TH ST, SAPULPA, OK, 74066

THE LICENSE IS ISSUED BY THE OKLAHOMA STATE DEPARTMENT OF HEALTH, OKLAHOMA MEDICAL MARIJUANA AUTHORITY TO CERTIFY THE ABOVE HAS FULFILLED THE REQUIREMENTS OF TITLE 63 O.S. § 420A ET SEQ. AND THE OKLAHOMA ADMINISTRATIVE CODE AT TITLE 310 CHAPTER 681. THE LICENSE IS SUBJECT TO THE REPRESENTATIONS MADE ON THE APPLICATION THEREFOR, AND MAY BE SUSPENDED OR REVOKED FOR CAUSE AS PROVIDED BY LAW AND RULE. LICENSEE SHALL OBSERVE AND COMPLY WITH ALL APPLICABLE LAWS, ORDINANCES, RULES AND REGULATIONS OF THE STATE OF OKLAHOMA.

08/05/2020

LICENSE NUMBER:

GAAA-4KOR-NS9Z



*Tom Bates*

TOM BATES, J.D.  
Interim Commissioner  
Oklahoma State Department of Health

DO NOT COPY



436 N

97

**16 Unit  
Shipping Container  
Storage Complex  
Sapulpa, Oklahoma**

That A Storage 4 U, LLC, an Oklahoma Limited Liability Company, party (ies) of the first part, in consideration of the sum of TEN & NO/100 Dollars and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, do(es) hereby, grant, bargain, sell and convey unto Timothy N Huff and Janie B Huff, husband and wife, as joint tenants and not as tenants in common, with the right of survivorship, the whole estate to vest in the survivor, parties of the second part, the following described real property and premises situate in Creek County, Oklahoma, to wit: SURFACE AND SURFACE RIGHTS ONLY in and to:

A tract of land located in the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) in Section 23, Township 18 North, Range 11 East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows, to wit; Commencing 2046 feet South of the Northeast corner of the Southwest Quarter (SW/4) of Section 23, Township 18 North, Range 11 East, thence 561 feet West; thence South 99 feet; thence East 561 feet; thence North 99 feet to the point of beginning.

**New & Modern Thinking**

**How to Reuse, Recycle, & Renew**

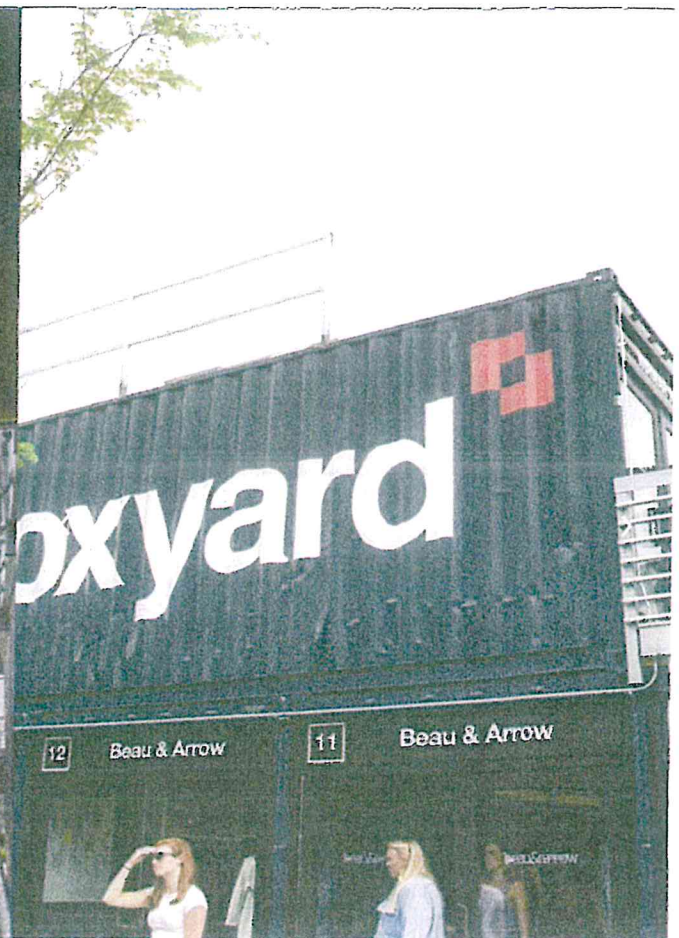
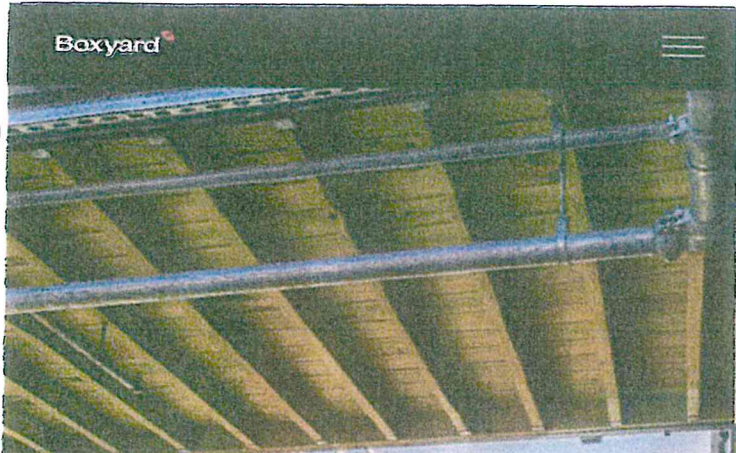
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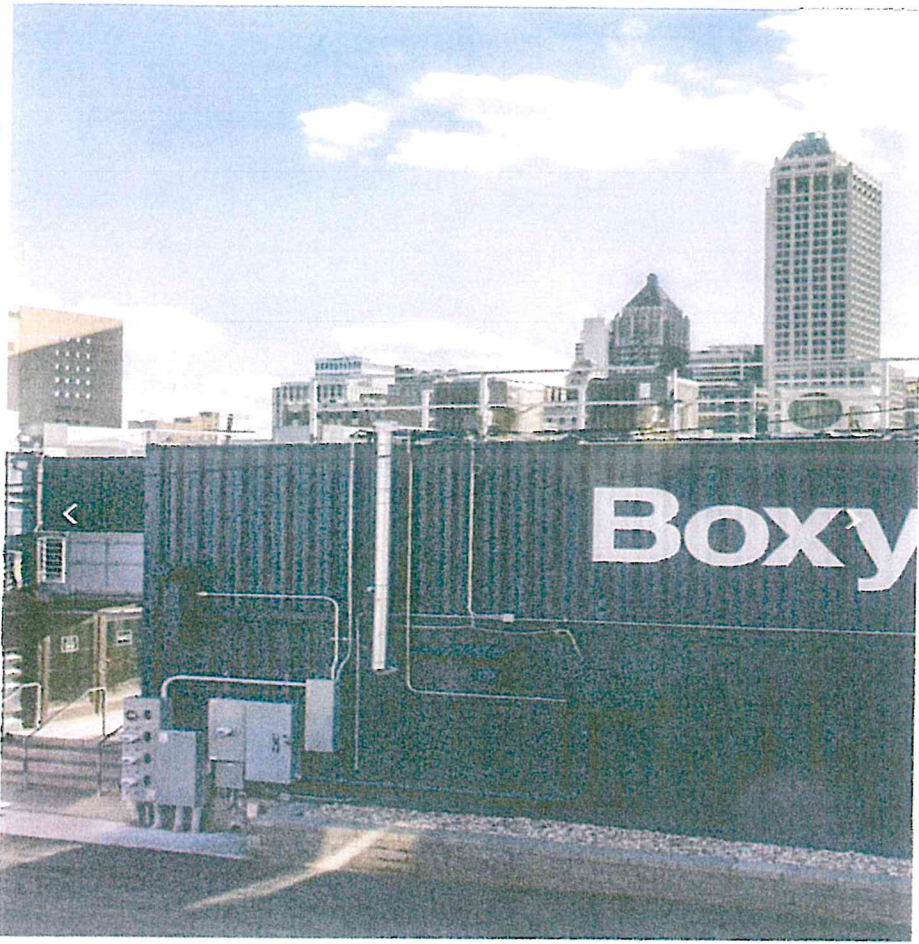






**Modern Thinking  
Using Shipping Containers  
In Downtown Tulsa  
To build a shopping mall**



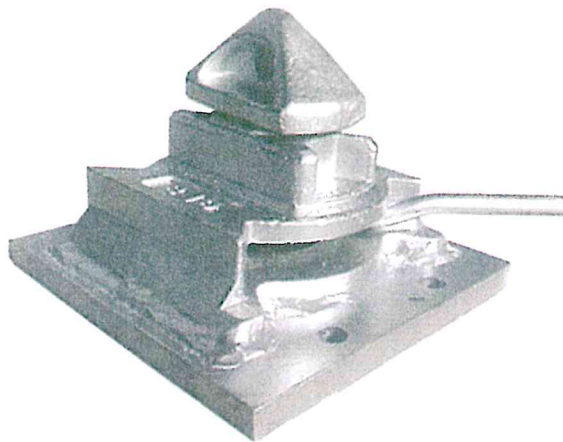


**Color to be Identical**  
**To**  
**Lampton's Welding Building**  
**Next door**



**Exact Color  
Of  
Container Building  
&  
Permanent  
Locking  
Footing  
Device**





[allthingscontainers.com.au](https://allthingscontainers.com.au)



TWI-027 Boltable Dovetail LEFT lock

A\$150.00\* · In stock ·

**Existing  
Facility**



**Aerial View  
Of  
Current  
Location**

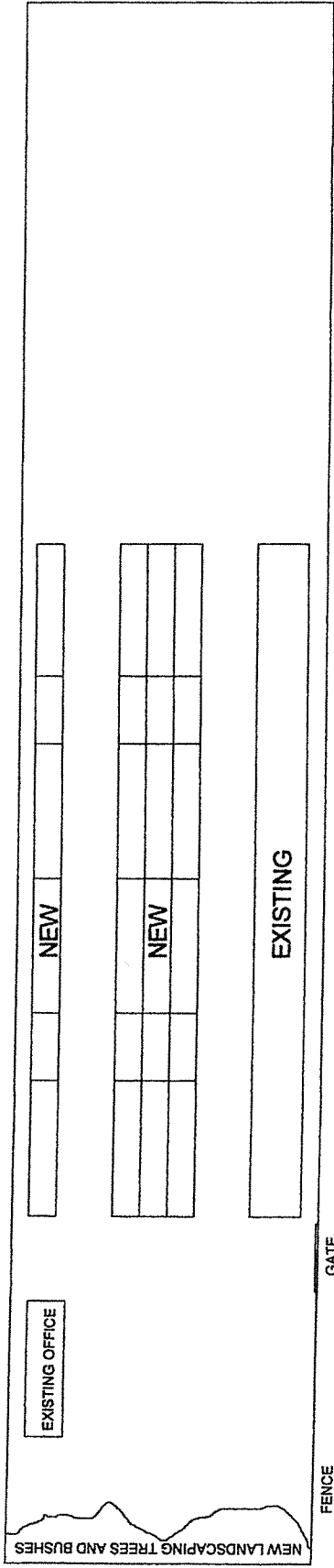
3D

N 9th

97



**Aerial  
Layout  
Of  
New  
Plan**



# NEW LAYOUT OF PROPERTY

**Construction  
Layout  
And  
Elevation  
Drawings**







Right Elevation Building A



Left Elevation Building A



8X40 SHIPPING CONTAINER	8X20 SHOP	8X40 SHIPPING CONTAINER	8X40 SHIPPING CONTAINER	8X20 SHOP	8X40 SHIPPING CONTAINER
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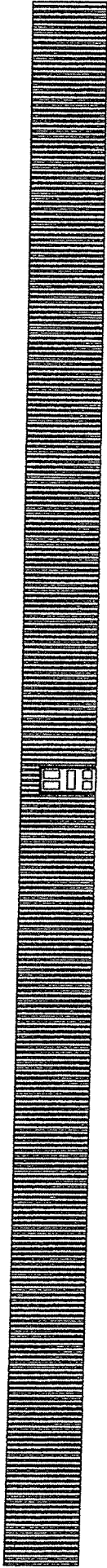
# Floor Plan Building A

8 WIDE X 200 LONG





Right Elevation Building B



**Left Elevation Building B**





8X40 SHIPPING CONTAINER		8X40 SHIPPING CONTAINER	8X40 SHIPPING CONTAINER		8X40 SHIPPING CONTAINER
8X40 SHIPPING CONTAINER	20 x 24 shop	8X40 SHIPPING CONTAINER	8X40 SHIPPING CONTAINER	20 x 24 shop	8X40 SHIPPING CONTAINER
8X40 SHIPPING CONTAINER		8X40 SHIPPING CONTAINER	8X40 SHIPPING CONTAINER		8X40 SHIPPING CONTAINER

## Floor Plan Building B

24 WIDE X 200 LONG



## AGENDA ITEM

### Community Development 9. C.

#### City Council Regular

**Meeting Date:** October 7, 2019

**Submitted By:** Nikki Howard, Urban Development Director

**Department:** Planning & Development

**Presented By:** Nikki Howard

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#### SUBJECT:

Discussion and possible action regarding an Ordinance amending the Zoning Ordinance of the City of Sapulpa; Changing the Zone and District of property located at 19 and 24 East Jackson Avenue South, City of Sapulpa, Creek County, State of Oklahoma, from RS-3 (Residential Single Family) to RM-2 (Residential Multi-Family) per SAZ-960; and directing the City Clerk to show each change upon the Official Zoning Map; Repealing all Ordinances or parts of Ordinances in conflict herewith providing for severability and declaring an emergency.

#### BACKGROUND:

The subject properties are located at the Northwest and Southwest corners of East Jackson Avenue South and South Water Street. The applicants would like to construct a quadplex on each of the lots. This will be an extension of the multi family project on the lots to the West (approved in 2018).

#### RECOMMENDATION:

The Sapulpa Planning Commission met on August 27, 2019, and voted 5-0-1 to recommend approval of the rezoning. Staff concurs with the recommendation.

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#### Attachments

Ordinance #2823

case file

Ordinance

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ORDINANCE NO. 2823

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF SAPULPA; CHANGING THE ZONE AND DISTRICT OF PROPERTY LOCATED AT 19 AND 24 EAST JACKSON AVENUE SOUTH, CITY OF SAPULPA, CREEK COUNTY, STATE OF OKLAHOMA, FROM RS-3 (RESIDENTIAL SINGLE FAMILY) TO RM-2 (RESIDENTIAL MULTI-FAMILY, PER SAZ-960; AND DIRECTING THE CITY CLERK TO SHOW EACH CHANGE UPON THE OFFICIAL ZONING MAP; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH PROVIDING FOR SEVERABILITY AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the City Council of the City of Sapulpa,

**SECTION 1.** That the Zoning Ordinance of the City of Sapulpa is hereby amended in the following particulars, to-wit:

A. SAZ-960 MISSION STREET LLC: Lots 1 and 2, Block 5, Southern Heights an addition to the City of Sapulpa, Creek County, State of Oklahoma, according to the recorded plat thereof, AND Lots 20, 21, 22, and 23, Block 2, Southern Heights, an addition to the City of Sapulpa, Creek County, State of Oklahoma, according to the recorded plat thereof be and are hereby rezoned from to RS-3 (Residential Single Family) to RM-2 (Residential Multi-Family)

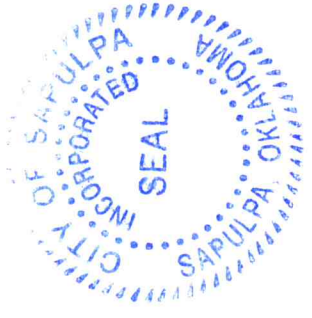
**SECTION 2.** That the City Clerk of the City of Sapulpa is hereby directed to make the proper changes upon the official zoning map of said City to show thereon the change of zone and district of the above described property.

**SECTION 3.** That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4.** Should any section, subsection sentence, provision, clause or phrase hereof be held invalid, void or unconstitutional for any reason, such holding shall not render invalid, void or unconstitutional any other section, subsection, sentence, provision, clause or phrase of this ordinance, and the same are deemed severable for this purposes.

**SECTION 5. EMERGENCY.** This ordinance being designated to protect the public health, safety, and welfare of the inhabitants of the City of Sapulpa, Oklahoma, and its passage being immediately necessary, an emergency is hereby deemed to exist and by reason whereof this ordinance shall take effect immediately upon its passage, approval, and publication as provided by law.

PASSED AND APPROVED in regular session this 7<sup>th</sup> day of October, 2019.



[Signature]  
Mayor

ATTEST:

[Signature]  
City Clerk

APPROVED:

[Signature]  
City Attorney

ORDINANCE NO. 2824

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF SAPULPA; CHANGING THE ZONE AND DISTRICT OF PROPERTY LOCATED AT 521 NORTH ELIZABETH STREET, CITY OF SAPULPA, CREEK COUNTY, STATE OF OKLAHOMA, FROM RS-3 (RESIDENTIAL SINGLE FAMILY) TO RM-2 (RESIDENTIAL MULTI-FAMILY, PER SAZ-961; AND DIRECTING THE CITY CLERK TO SHOW EACH CHANGE UPON THE OFFICIAL ZONING MAP; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH PROVIDING FOR SEVERABILITY AND DECLARING AN EMERGENCY.

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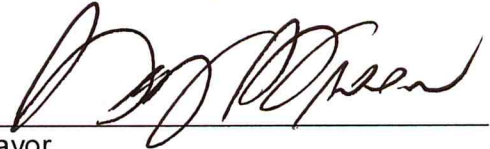
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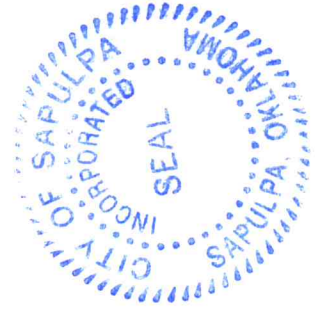
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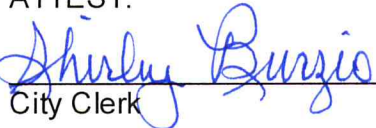
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ORD # 2824

PASSED AND APPROVED in regular session this 7<sup>th</sup> day of October, 2019.

  
\_\_\_\_\_  
Mayor



ATTEST:  
  
\_\_\_\_\_  
City Clerk

APPROVED:  
  
\_\_\_\_\_  
City Attorney



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SAPULPA PLANNING COMMISSION (SMAPC)  
September 24, 2019

---

FILE: SAZ-960 | Rezoning

OWNERS: Mission Street LLC

ADDRESS: 24 East Jackson Avenue South  
19 East Jackson Avenue South

PARCEL: 1465-00-005-000-0-010-00  
1465-00-002-000-0-100-00

STR: Section 36, Township 18 North, Range 11 East

LEGAL: Lots 1 and 2, Block 5, Southern Heights Addition to the City of Sapulpa, Creek County, State of Oklahoma, according to the recorded plat thereof. AND Lots 20, 21, 22, and 23, Block 2, Southern Heights Addition to the City of Sapulpa, Creek County, State of Oklahoma, according to the recorded plat thereof.

LOT SIZE: 18,000 square feet more or less

ZONING: RS-3 Residential Single Family High Density

EXISTING USE: vacant lots

APPLICANT: Mission Street LLC

CC WARD: Ward #1 Mr. Wes Galloway and Mr. John Suggs

PREPARED BY: Nikki Howard – Urban Development Director

---

REQUEST:

The applicant requests to rezone the subject property from Residential Single Family (RS-3) to RM-2 Residential Multi-family.



APPLICABLE STATE AND MUNICIPAL CODE SECTIONS:

City of Sapulpa Zoning Code, Chapter 4, Residential District provisions.

BACKGROUND: The subject property is located at the Northwest and Southwest corners of East Jackson Avenue South and South Water Street. The applicants would like to construct a quadplex on each of the subject properties. This will be an extension of the quads previously approved(2018).

SURROUNDING LAND USE AND ZONING:

North:	RS-3 Residential Single Family
East:	RM-2 Residential Multi Family
South:	RM-2 Residential Multi Family
West:	RM-2 Residential Multi Family

(Attached to this Staff Report, is a Zoning Map of the subject property)

Comprehensive Plan: The subject property is designated Residential on the Future Land Use Map (FLUM).

Flood Zone: The subject property is not located within a flood zone.

PUBLIC COMMENTS:

As of writing this case report, staff has not received any public comments.

STAFF RECOMMENDATION:

Recommended motion for SPC:

Staff is recommending APPROVAL of the application.

ATTACHMENTS:

1. Vicinity & Zoning Maps
2. Site photos
3. Letter from Mr. Elmore

Request to Re-Zone  
from RS-3 to RM-2

# SAZ-960

Mission Street, LLC  
P.O. Box 1168  
Sapulpa, OK 74067

### CITY OF SAPULPA MAP PRODUCTS







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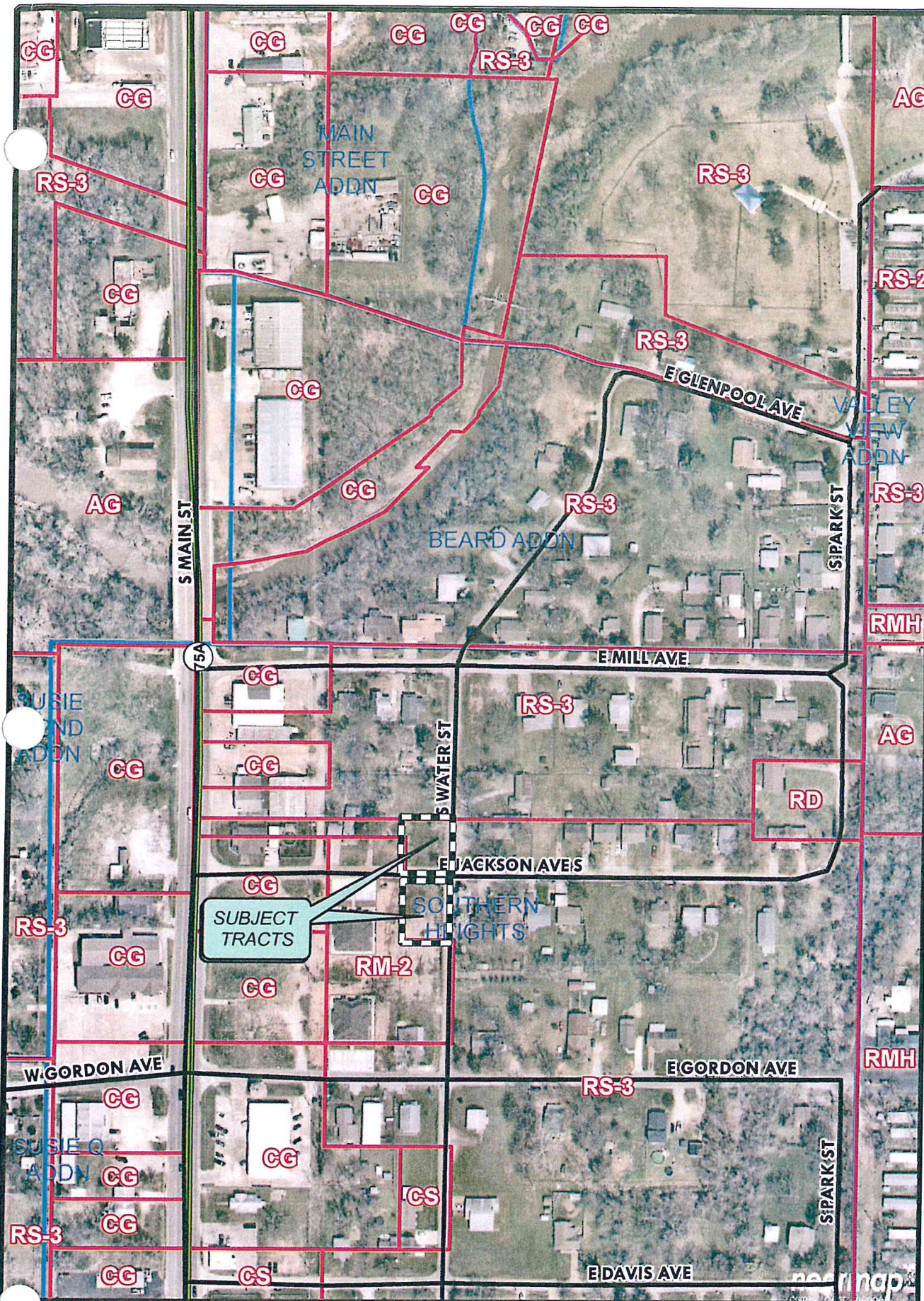
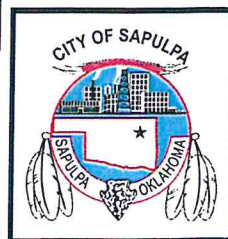
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### Legend

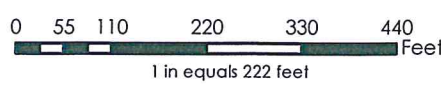
-  Zoning
-  Subject Property
-  Parcels
-  Highways
-  Roads & Streets
-  Railroads



### Property Description

Lots 1 and 2, Block 5 AND  
Lots 20,21,22 and 23, Block 2  
Southern Heights Addition  
Sapulpa, Creek County, Oklahoma

E-911: To be assigned at a later date.



Map Prepared by:  
City of Sapulpa

Date: 8/26/2019

Source Data:  
Creek County Assessors  
City of Sapulpa, INCOG

Request to Re-Zone  
from RS-3 to RM-2

# SAZ-960

Mission Street, LLC  
P.O. Box 1168  
Sapulpa, OK 74067

**CITY OF SAPULPA  
MAP PRODUCTS**

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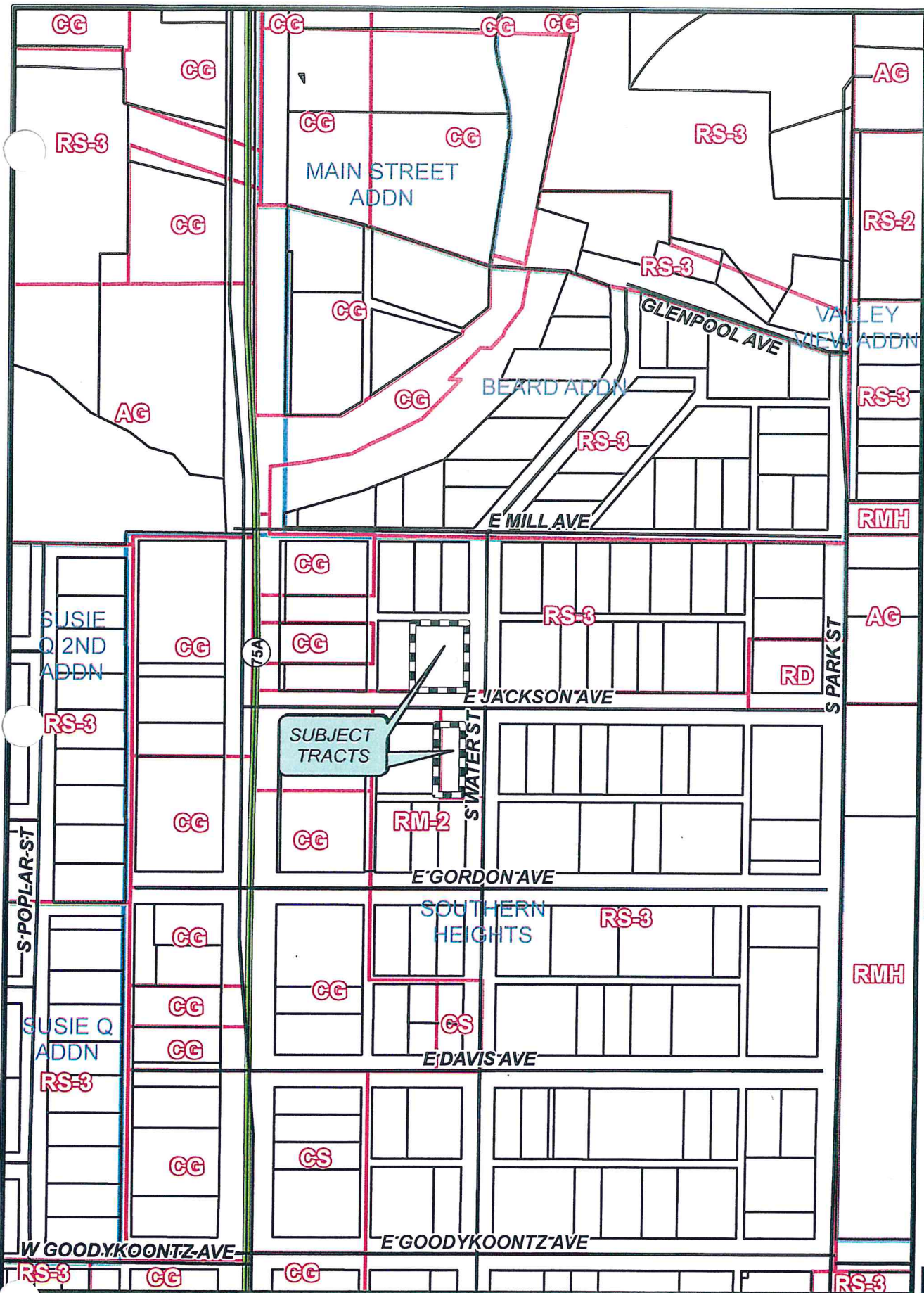
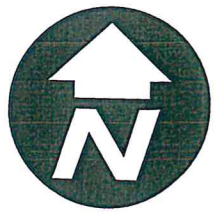
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**Legend**

-  Zoning
-  Subject Property
-  Parcels
-  Highways
-  Roads & Streets
-  Railroads



SUBJECT TRACTS

## Property Description

Lots 1 and 2, Block 5 AND  
Lots 20,21,22 and 23, Block 2  
Southern Heights Addition  
Sapulpa, Creek County, Oklahoma

E-911: To be assigned at a later date.



Map Prepared by:  
City of Sapulpa

Date: 8/26/2019

Source Data:  
Creek County Assessors  
City of Sapulpa, INCOG







PUBLIC  
NOTICE

NOTICE OF PUBLIC HEARING  
ON THE PROPOSED  
REVISIONS TO THE  
ZONING ORDINANCE  
OF THE CITY OF  
[City Name]

The City of [City Name] is holding a public hearing on the proposed revisions to the Zoning Ordinance on [Date] at [Time] at the [Location].

Any person who wishes to comment on the proposed revisions should appear at the public hearing.

For more information, contact [Contact Information].



ORDINANCE NO. \_\_\_\_\_

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ORD # \_\_\_\_\_

PASSED AND APPROVED in regular session this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED:

\_\_\_\_\_  
City Attorney



## AGENDA ITEM

### Community Development 9. D.

#### City Council Regular

**Meeting Date:** October 7, 2019

**Submitted By:** Nikki Howard, Urban Development Director

**Department:** Planning & Development

**Presented By:** Nikki Howard

---

#### **SUBJECT:**

Discussion and possible action regarding an Ordinance amending the Ordinance of the City of Sapulpa; Changing the Zone and District of property located at 521 North Elizabeth Street, City of Sapulpa, Creek County, State of Oklahoma, from RS-3 (Residential Single Family) to RM-2 (Residential Multi-Family) per SAZ-961; and directing the City Clerk to show each change upon the Official Zoning Map; Repealing all Ordinances or parts of Ordinances in conflict herewith providing for severability and declaring an emergency.

#### **BACKGROUND:**

The subject property is located at the Southeast corner of East Perkins Avenue and North Elizabeth Street. The applicants would like to rezone the property to build a quadplex. The construction will be similar to the quads located at Jackson and Water as discussed in the previous application (SAZ-960). While the adjoining properties have an RS-3 zoning designation, there are approximately 21 parcels in Burnett Addition with duplex or greater density.

#### **RECOMMENDATION:**

The Sapulpa Planning Commission met on September 24, 2019, and voted 4-1-1 to recommend approval to City Council. Staff concurs with this recommendation.

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#### **Attachments**

Ordinance #2824

case file

Ordinance

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ORDINANCE NO. 2823

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF SAPULPA; CHANGING THE ZONE AND DISTRICT OF PROPERTY LOCATED AT 19 AND 24 EAST JACKSON AVENUE SOUTH, CITY OF SAPULPA, CREEK COUNTY, STATE OF OKLAHOMA, FROM RS-3 (RESIDENTIAL SINGLE FAMILY) TO RM-2 (RESIDENTIAL MULTI-FAMILY, PER SAZ-960; AND DIRECTING THE CITY CLERK TO SHOW EACH CHANGE UPON THE OFFICIAL ZONING MAP; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH PROVIDING FOR SEVERABILITY AND DECLARING AN EMERGENCY.

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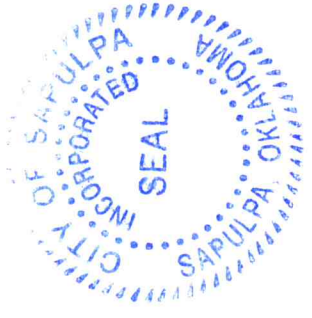
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PASSED AND APPROVED in regular session this 7<sup>th</sup> day of October, 2019.



[Signature]  
Mayor

ATTEST:

[Signature]  
City Clerk

APPROVED:

[Signature]  
City Attorney

ORDINANCE NO. 2824

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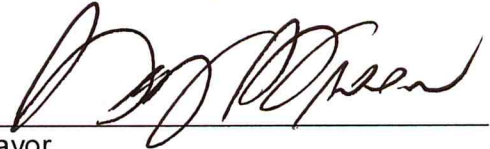
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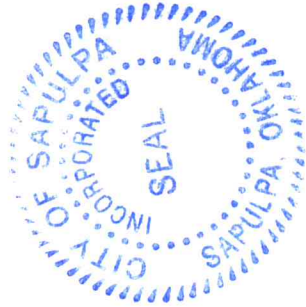
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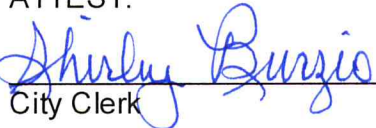
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ORD # 2824

PASSED AND APPROVED in regular session this 7<sup>th</sup> day of October, 2019.

  
\_\_\_\_\_  
Mayor



ATTEST:  
  
\_\_\_\_\_  
City Clerk

APPROVED:  
  
\_\_\_\_\_  
City Attorney



---

SAPULPA PLANNING COMMISSION (SMAPC)  
September 24, 2019

---

FILE: SAZ-961 | Rezoning

OWNERS: Mission Street LLC

ADDRESS: 521 North Elizabeth Street

PARCEL: 1050-00-011-000-0-140-00

STR: Section 25, Township 18 North, Range 11 East

LEGAL: Lots 23 and 24, Block 11, Burnett's Addition to the City of Sapulpa, Creek County, State of Oklahoma, according to the recorded plat thereof.

LOT SIZE: 13,000 square feet more or less

ZONING: RS-3 Residential Single Family High Density

EXISTING USE: vacant lots

APPLICANT: Mission Street LLC

CC WARD: Ward #4 Mayor Reg Green and Mr. Craig Henderson

PREPARED BY: Nikki Howard – Urban Development Director

---

REQUEST:

The applicant requests to rezone the subject property from Residential Single Family (RS-3) to RM-2 Residential Multi-family.

APPLICABLE STATE AND MUNICIPAL CODE SECTIONS:

City of Sapulpa Zoning Code, Chapter 4, Residential District provisions.



BACKGROUND: The subject property is located at the southeast corner of East Perkins Avenue and North Elizabeth Street. The applicants would like to rezone the property to build a quadplex. The construction will be similar to the quads located at Jackson and Water as discussed on the previous application (SAZ-960). While the adjoining properties have an RS-3 zoning designation, there are approximately 21 parcels with duplex or greater density.

SURROUNDING LAND USE AND ZONING:

North:	RS-3 Residential Single Family
East:	RM-2 Residential Multi Family
South:	RM-2 Residential Multi Family
West:	RM-2 Residential Multi Family

(Attached to this Staff Report, is a Zoning Map of the subject property)

Comprehensive Plan: The subject property is designated Residential on the Future Land Use Map (FLUM).

Flood Zone: The subject property is not located within a flood zone.

PUBLIC COMMENTS:

Staff received two inquires regarding the application, both were not in favor due to the increased traffic.

STAFF RECOMMENDATION:

Recommended motion for SPC:

Staff is recommending APPROVAL of the application.

ATTACHMENTS:

1. Vicinity & Zoning Maps
2. Site photos

Request to Re-Zone  
from RS-3 to RM-2

# SAZ-961

Mission Street, LLC  
P.O. Box 1168  
Sapulpa, OK 74067

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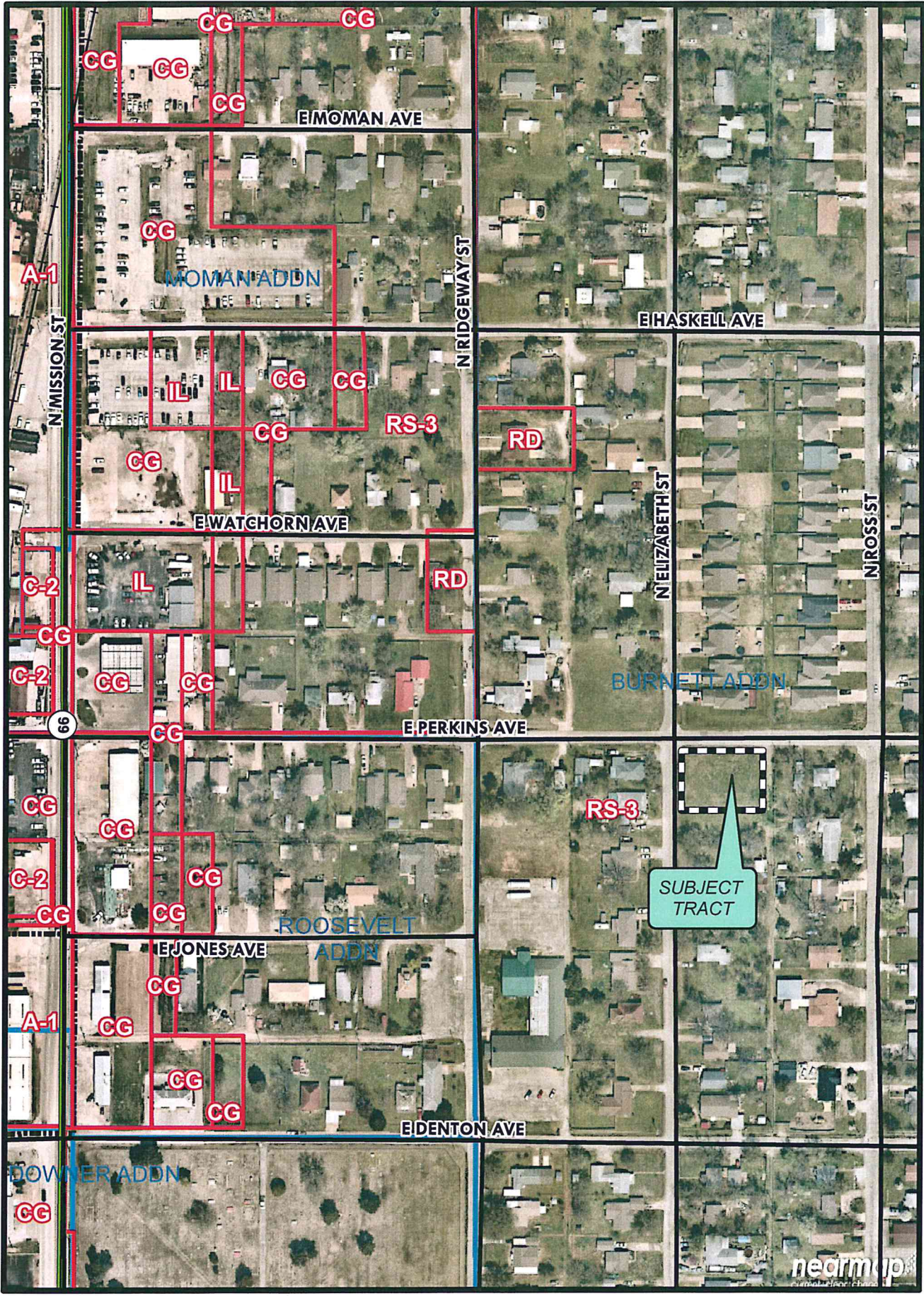
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**Legend**

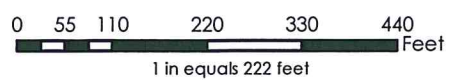
-  Zoning
-  Subject Property
-  Parcels
-  Highways
-  Roads & Streets
-  Railroads



## Property Description

Lots 23 and 24, Block 11  
Burnett Addition  
Sapulpa, Creek County, Oklahoma

E-911: To be assigned at a later date.



Map Prepared by:  
City of Sapulpa

Date: 8/26/2019

Source Data:  
Creek County Assessors  
City of Sapulpa, INCOG

Request to Re-Zone  
from RS-3 to RM-2

# SAZ-961

Mission Street, LLC  
P.O. Box 1168  
Sapulpa, OK 74067

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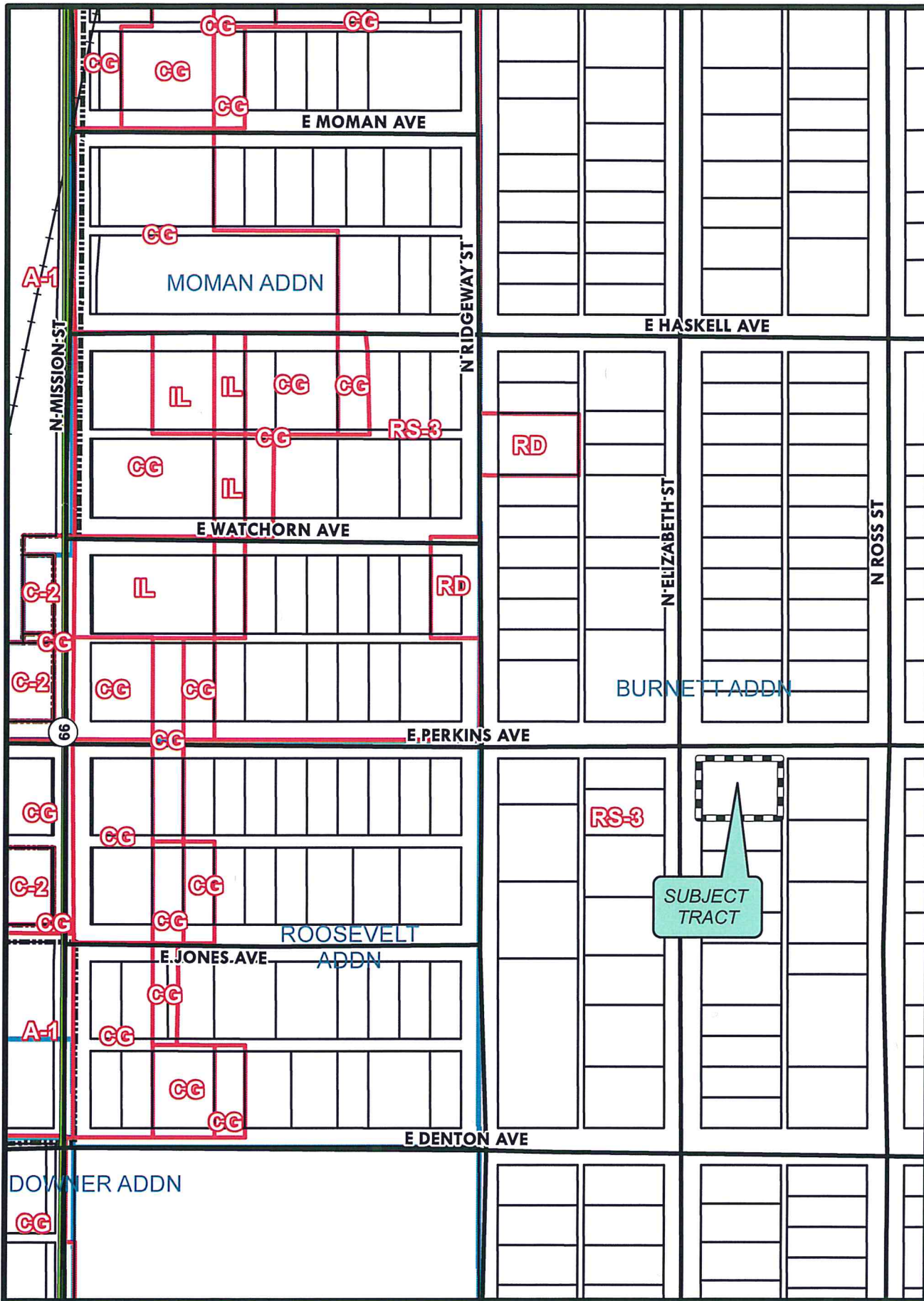
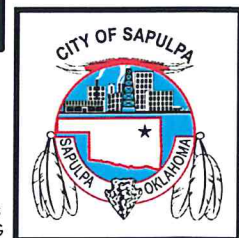
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**Legend**

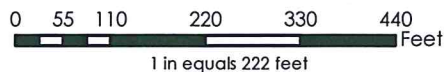
-  Zoning
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## Property Description

Lots 23 and 24, Block 11  
Burnett Addition  
Sapulpa, Creek County, Oklahoma

E-911: To be assigned at a later date.



Map Prepared by:  
City of Sapulpa

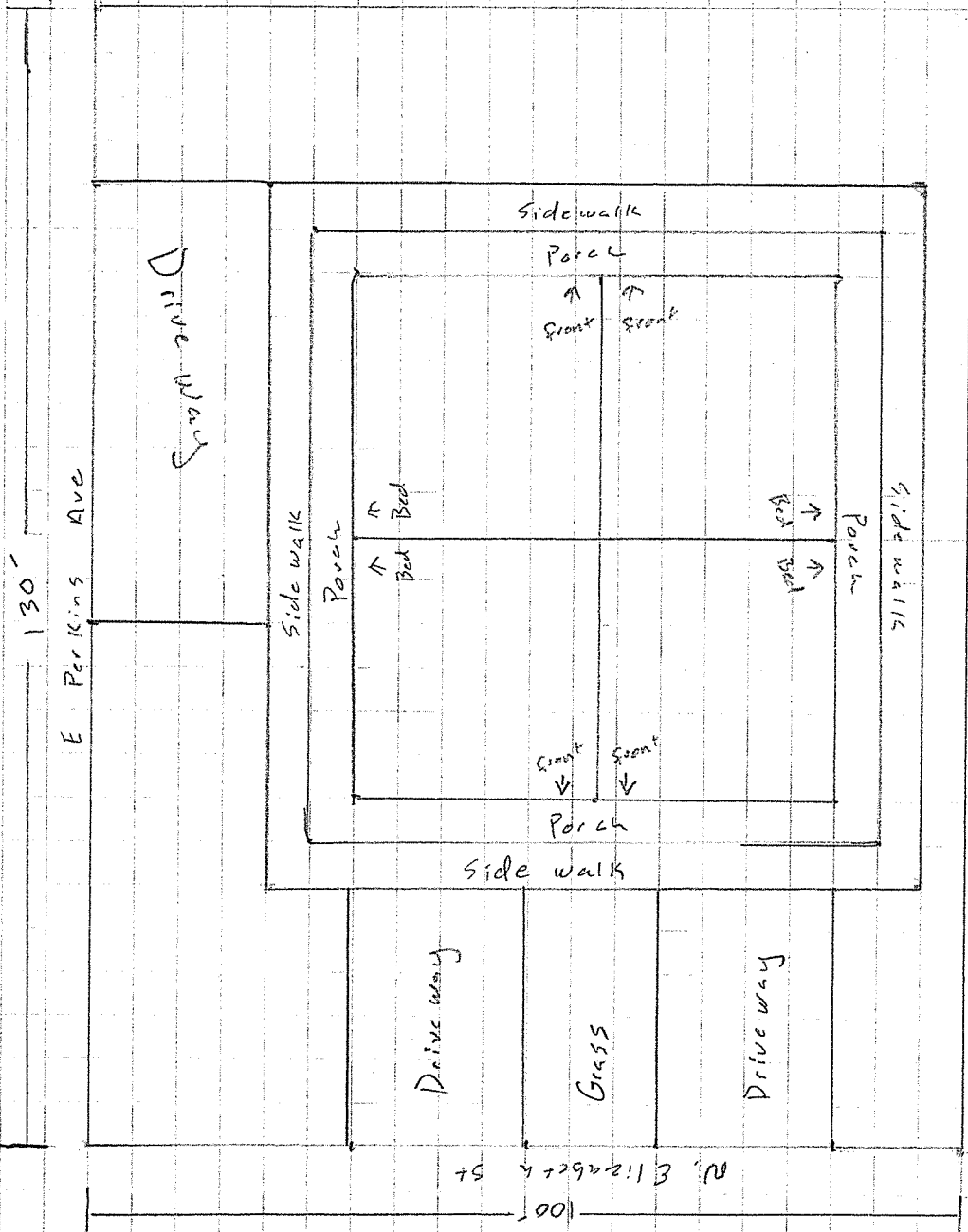
Date: 8/26/2019

Source Data:  
Creek County Assessors  
City of Sapulpa, INCOG





5'



E Perkins Ave

130 -

Drive way

Side walk

Porch

Bed

Side walk

Porch

Front

Front

Bed

Porch

Side walk

Front

Front

Porch

Side walk

Drive way

Grass

Drive way

N 112922113

00

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF SAPULPA; CHANGING THE ZONE AND DISTRICT OF PROPERTY LOCATED AT 521 NORTH ELIZABETH STREET, CITY OF SAPULPA, CREEK COUNTY, STATE OF OKLAHOMA, FROM RS-3 (RESIDENTIAL SINGLE FAMILY) TO RM-2 (RESIDENTIAL MULTI-FAMILY, PER SAZ-961; AND DIRECTING THE CITY CLERK TO SHOW EACH CHANGE UPON THE OFFICIAL ZONING MAP; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith PROVIDING FOR SEVERABILITY AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the City Council of the City of Sapulpa,

**SECTION 1.** That the Zoning Ordinance of the City of Sapulpa is hereby amended in the following particulars, to-wit:

A. SAZ-961 MISSION STREET LLC: Lots 23 and 24, Block 11, Burnett's Addition to the City of Sapulpa, Creek County, State of Oklahoma, according to the recorded plat thereof, be and are hereby rezoned from to RS-3 (Residential Single Family) to RM-2 (Residential Multi-Family)

**SECTION 2.** That the City Clerk of the City of Sapulpa is hereby directed to make the proper changes upon the official zoning map of said City to show thereon the change of zone and district of the above described property.

**SECTION 3.** That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 4.** Should any section, subsection sentence, provision, clause or phrase hereof be held invalid, void or unconstitutional for any reason, such holding shall not render invalid, void or unconstitutional any other section, subsection, sentence, provision, clause or phrase of this ordinance, and the same are deemed severable for this purposes.

**SECTION 5. EMERGENCY.** This ordinance being designated to protect the public health, safety, and welfare of the inhabitants of the City of Sapulpa, Oklahoma, and its passage being immediately necessary, an emergency is hereby deemed to exist and by reason whereof this ordinance shall take effect immediately upon its passage, approval, and publication as provided by law.

ORD # \_\_\_\_\_

PASSED AND APPROVED in regular session this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED:

\_\_\_\_\_  
City Attorney





**AGENDA ITEM**

**Administration 10. A.**

**City Council Regular**

**Meeting Date:** October 7, 2019

**Submitted For:** Steve Hardt, Public Works Director

**Submitted By:** Shirley Burzio, City Clerk

**Department:** Public Works

**Presented By:** Steve Hardt

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**SUBJECT:**

Discussion and possible action regarding contract with BNSF Railway Company for a pipeline license, in the amount of \$3,700.00 and for a period of twenty-five years, to allow the city to construct and maintain a sanitary sewer line across or along a rail corridor at Section 13, Township 18 North, Range 11 East, Creek County, for a period of twenty-five years.

**BACKGROUND:**

BNSF Railway Company requires a pipeline license for the construction of sewer lines across and along railroad right-of-way. This pipeline license is for the Frankoma Road Sewer Main Extension Project.

**RECOMMENDATION:**

Staff recommends approval.

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**Fiscal Impact**

**Amount:** \$3,700.00

**To be paid from:** Water Resource Fund

**Account number:** 48.548.405B

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**Attachments**

[contract.BNSF Railway Company](#)

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Jones Lang LaSalle Brokerage, Inc.  
4200 Buckingham Road, Suite 110  
Fort Worth, Texas 76155  
tel +1 817-230-2600

## DEPENDENT ON BNSF APPROVAL

September 19, 2019

Sapulpa Municipal Authority  
Attention: Mr. Steve Hardt  
PO Box 1130  
Sapulpa, OK 74067

19-63426

Dear Mr. Hardt:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and **return both copies with original signature** for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

*A check in the amount of \$3,700.00 payable to BNSF Railway Company which covers the contract fee.*

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

**In lieu of providing a separate policy for Railroad Protective Liability Insurance**, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$1,266.00 with your check.

### PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

*The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.*

**The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.**

Sincerely,

*Cathlene "Cat" Romain*

Cathlene "Cat" Romain  
Associate Permit Manager  
Attachment

## PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective \_\_\_\_\_, 2019, (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **SAPULPA MUNICIPAL AUTHORITY**, an Oklahoma municipality ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

### GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, 15 inches in diameter inside a 30 inch steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Sapulpa, County of Creek, State of Oklahoma, Line Segment 1003, Mile Post 434.11 as shown on the attached Drawing No. 76254, dated August 22, 2019, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry sanitary sewage, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

### COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, the sum of Three Thousand Seven Hundred and No/100 Dollars (\$3,700) as compensation for the use of the Premises.
7. Costs and Expenses.
  - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
  - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging

and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

8. **Payment Terms.** All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

### **LICENSOR'S RESERVED RIGHTS**

9. **Reserved Rights of Use.** Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
  - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
  - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. **Right to Require Relocation.** If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

### **LICENSEE'S OPERATIONS**

11. **Construction and Maintenance of the Pipeline.**
- 11.1 Licensee shall not enter or commence construction unless accompanied by Licensor's representative, the Scheduling Agent or its designee. Licensee shall notify Licensor's Roadmaster, at [George.Gross@BNSF.com](mailto:George.Gross@BNSF.com) telephone 580-332-5730 at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
  - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
  - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
  - 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. **The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation.** Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
12. **Boring and Excavation.**
- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location

of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well, constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

## **LIABILITY AND INSURANCE**

### 13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**

- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. **Personal Property Risk of Loss. ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**
15. **Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:**

- 15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
  - Personal Injury and Advertising Injury
  - Fire legal liability
  - Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

- 15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- Bodily injury and property damage.
  - Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

- 15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:
- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
  - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.



- 15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:
- Endorsed to include the Pollution Exclusion Amendment.
  - Endorsed to include the Limited Seepage and Pollution Endorsement.
  - Endorsed to include Evacuation Expense Coverage Endorsement.
  - No other endorsements restricting coverage may be added.
  - The original policy must be provided to Licensor prior to performing any work or services under this License.
  - Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,266.00.

- I elect to participate in Licensor's Blanket Policy;
- I elect not to participate in Licensor's Blanket Policy

15.5 Intentionally deleted.

15.6 Other Requirements:

- 15.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- 15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.
- 15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.

- 15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- 15.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.6.10 Failure to provide evidence as required by this **Section 15** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 15.6.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.
- 15.6.13 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

## **COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS**

16. Compliance with Laws, Rules, and Regulations.
- 16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.

- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.
17. Environmental.
- 17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising

out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

- 17.6 **"Environmental Law(s)"** shall mean any federal, state, or local law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, or local environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

#### **DISCLAIMER OF WARRANTIES**

18. **No Warranties.**
- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**
19. **Disclaimer of Warranty for Quiet Enjoyment. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**
20. **Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.**

**LIENS AND TAXES**

21. **Liens and Charges.** Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. **Taxes.** Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

**DEFAULT, TERMINATION, AND SURRENDER**

23. **Default and Termination.** In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
24. **Surrender of the Premises.**
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;

- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor.

#### **MISCELLANEOUS**

25. **Successors and Assigns.** All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. **Assignment.**
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.

- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.
- 26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.
27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.
- If to Licensor: Jones Lang LaSalle Brokerage, Inc.  
4200 Buckingham Road, Suite 110  
Fort Worth, TX 76155  
Attn: Permits/Licenses
- with a copy to: BNSF Railway Company  
2301 Lou Menk Drive GOB-3W  
Fort Worth, TX 76131  
Attn: Senior Manager Real Estate
- If to Licensee: Sapulpa Municipal Authority  
PO Box 1130  
Sapulpa, OK 74067
28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Premises are restored to its condition as of the Effective Date.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

**END OF PAGE – SIGNATURE PAGE FOLLOWS**



37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

**LICENSOR:**

**BNSF RAILWAY COMPANY**, a Delaware corporation

**By:** Jones Lang LaSalle Brokerage, Inc.,  
4200 Buckingham Road, Suite 110  
Fort Worth, TX 76155

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LICENSEE:**

**SAPULPA MUNICIPAL AUTHORITY**, an Oklahoma municipality

PO Box 1130  
Sapulpa, OK 74067

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT "A"**  
 ATTACHED TO CONTRACT BETWEEN  
**BNSF RAILWAY COMPANY**  
 AND

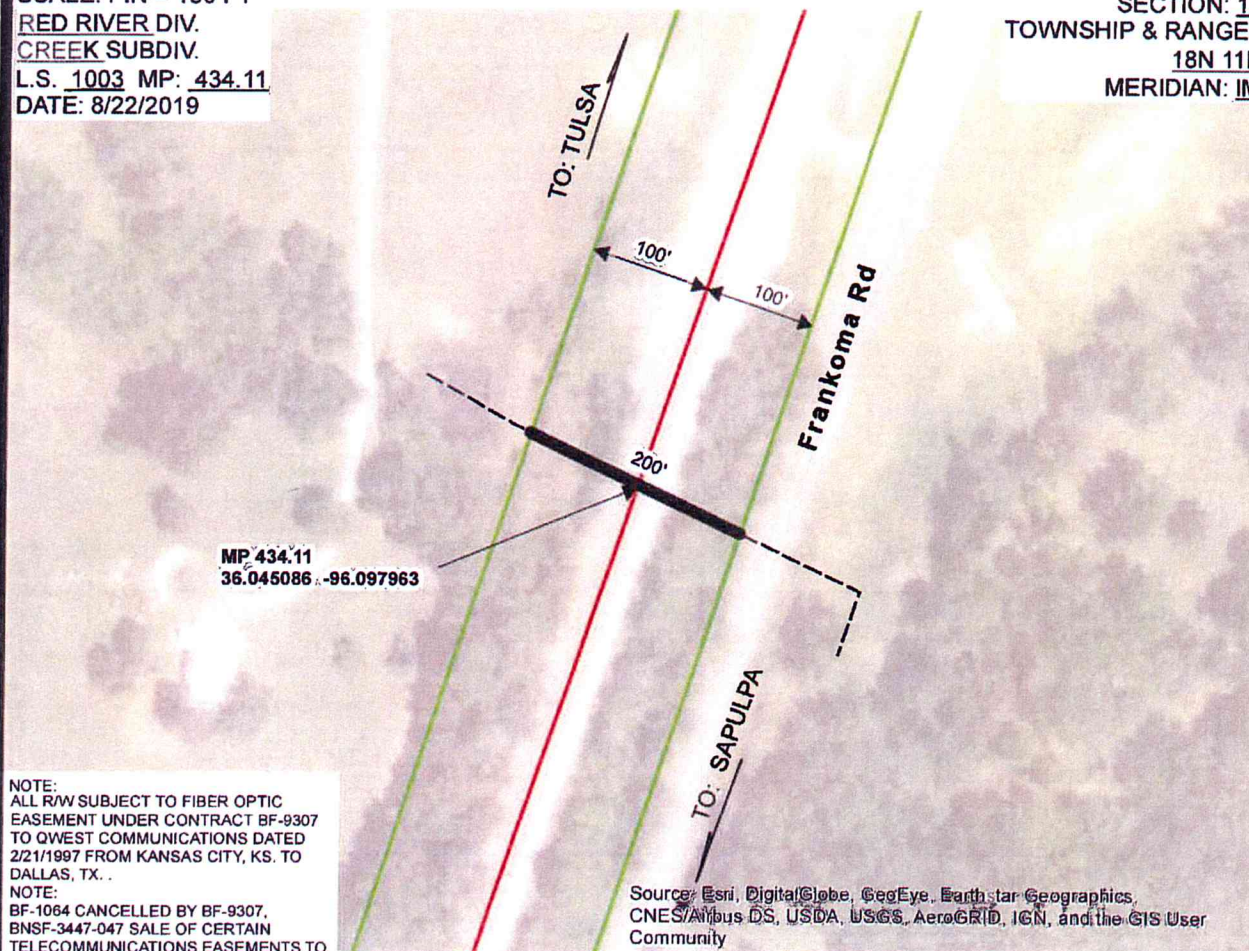


MAP REF. 157093

**SAPULPA MUNICIPAL AUTHORITY**

SCALE: 1 IN = 150 FT  
RED RIVER DIV.  
CREEK SUBDIV.  
 L.S. 1003 MP: 434.11  
 DATE: 8/22/2019

SECTION: 13  
 TOWNSHIP & RANGE:  
18N 11E  
 MERIDIAN: IM



NOTE:  
 ALL R/W SUBJECT TO FIBER OPTIC  
 EASEMENT UNDER CONTRACT BF-9307  
 TO QWEST COMMUNICATIONS DATED  
 2/21/1997 FROM KANSAS CITY, KS. TO  
 DALLAS, TX.  
 NOTE:  
 BF-1064 CANCELLED BY BF-9307,  
 BNSF-3447-047 SALE OF CERTAIN  
 TELECOMMUNICATIONS EASEMENTS TO  
 CATELLUS FIBER OPTICS, LLC, DATED  
 12-31-1998.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics,  
 CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User  
 Community

DESCRIPTION OF PIPELINE  
 PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	<u>15"</u>	<u>30"</u>	LENGTH ON R/W:	<u>200'</u>	<u>200'</u>
CONTENTS:	<u>SANITARY SEWAGE</u>		WORKING PRESSURE:	<u>305 PSI</u>	
PIPE MATERIAL:	<u>PVC</u>	<u>STEEL</u>	BURY: BASE/RAIL TO TOP OF CASING		<u>16'</u>
SPECIFICATIONS / GRADE:	<u>-</u>	<u>35 000 PSI</u>	BURY: NATURAL GROUND		<u>4'</u>
WALL THICKNESS:	<u>0.493"</u>	<u>0.625"</u>	BURY: ROADWAY DITCHES		<u>4'</u>
COATING:	<u>-</u>		CATHODIC PROTECTION		<u>-</u>

VENTS: NUMBER 2 SIZE 2" HEIGHT OF VENT ABOVE GROUND 48"  
 NOTE: CASING TO BE JACKED OR DRY BORED ONLY

**SAPULPA**  
**COUNTY OF CREEK**

**STATE OF OK**

**KFH**



**AGENDA ITEM**

**Administration 10. B.**

**City Council Regular**

**Meeting Date:** October 7, 2019

**Submitted For:** Joan Riley, City Manager

**Submitted By:** Amy Hoehner, Legal Assistant

**Department:** City Manager

**Presented By:** Joan Riley

---

**SUBJECT:**

Discussion and possible action regarding Agency Agreement with Chatter Marketing, Inc. to perform professional marketing services for the City at a cost of 50,000.00

**BACKGROUND:**

Hiring a company to develop and produce professional grade advertising and marketing materials for use in promotion of the City was approved by the City Council as a specified line item in the FY19-20 budget. Staff has interviewed and reviewed numerous applicants regarding these professional services and has selected Chatter Marketing Inc. out of Tulsa to partner with City to perform these needed promotional marketing services. Although the agreement is not limited to development of materials for the anticipated GO bond issue, it does require that several items to be developed which will be specific and utilized for and during this project's campaign. All materials produced remain the property of the City and survive any termination of the agreement.

**RECOMMENDATION:**

Staff recommends that the agreement with be approved as stated.

---

**Fiscal Impact**

**Amount:** \$25,000.00

**To be paid from:** Economic Development Fund

**Account number:** 59-559-311

**Amount:** \$25,000.00

**To be paid from:** Economic Development Fund

**Account number:** 59-559-311E

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**Attachments**

Agreement

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## Agency Agreement

Thank you for choosing Chatter Marketing, Inc. as your trusted marketing partner. This agreement is between Chatter Marketing, Inc. (Agency) and The City of Sapulpa (Client).

Agency agrees to perform marketing services for Client. Marketing services include:

- Design new City of Sapulpa/Bond Election Logo & Tagline - Idea is to have a base "city logo" that also incorporates a tagline that promotes the upcoming propositions. Once election is complete, we will remove bond reference and the city can use the logo however they wish moving forward.
- Video Production - We will produce six (6) videos. One for each proposition at a max of 3 minutes each. Each of these videos will be used to embed on the City of Sapulpa propositions landing page. We will also produce six (6) micro videos at a max of one (1) minute each for use on social media. Each video will explain each of the six (6) propositions. The micro videos will be a shorter variation of the longer videos, but have some of the same content. We will also include drone footage of the City of Sapulpa areas each proposition focuses on. 4-hour drone shoot only included in this agency agreement.
- Photography - While we are shooting video, we will also shoot still photos. We will turn over the complete gallery of photos for the City of Sapulpa to use however they wish moving forward.
- Digital Marketing - We will use the micro videos to push each proposition on social media platforms. We will run six (6) campaigns to push each proposition and target voters of the City of Sapulpa. We will spend \$200 per week, per proposition, in advertising dollars to target our audiences. We will need your existing Sapulpa resident email list to ensure the success of the campaigns.
- Chatter Marketing will create three (3) eBlasts to push the six (6) propositions. Each eBlast will provide links to all postpositions for the viewer to click to watch the video. Each eBlast will have a similar look and feel, but be slightly

different for the viewer. We will need your existing email list for set up. If the list exceeds 1500 people, there will be a charge of \$150/month for email marketing service platform. This fee is NOT included in this agency agreement.

- Chatter Marketing will design a simple, one page PDF brochure that describes each proposition. This PDF brochure can be emailed to individuals requesting more information. We will also use this PDF as a strategy to get people to provide their name and email address to receive the PDF. This agency agreement DOES NOT include printing of this PDF brochure. But, files can be provided should client decide printed copies are warranted.

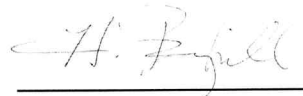
Total charge for all services above is \$50,000. Agency agrees to be compensated in one of two ways:

1. Full payment up front to begin work.
2. 1/2 down to begin. Remaining to be paid in full within 30 days of completion.

Client to circle desired payment option above. Work will begin once initial payment is received. Sign below if the scope of each project meet with your agreement. Please email this signed document to [heatherberryhill@chattertulsa.com](mailto:heatherberryhill@chattertulsa.com).

---

Joan Riley, City Manager  
City of Sapulpa



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Heather Berryhill, President & CEO  
Chatter Marketing, Inc.



**AGENDA ITEM**

**Administration 10. C.**

**City Council Regular**

**Meeting Date:** October 7, 2019

**Submitted By:** Pam Vann, Finance Director

**Department:** Finance

**Presented By:** Pam Vann

---

**SUBJECT:**

Discuss and consider a resolution of the City of Sapulpa, Oklahoma amending the FY 2019-2020 annual budget by increasing revenues in the amount of \$26,189.00 and appropriations in the amount of \$46,000.00 in the Federal Seizure and Forfeiture Fund for the purpose of providing funds to purchase additional equipment for the CAD system.

**BACKGROUND:**

The new CAD system will require additional equipment including scanners, tablets, televisions, antennas, and mounting brackets in a total cost of approximately \$46,000.00. The City has received seized and forfeiture revenue during FY 2019-2020 in the amount of \$26,189.00. This revenue can be recognized and appropriated in addition to the current fund balance of \$29,597.00 for this purchase.

**RECOMMENDATION:**

Staff recommends approval of this resolution.

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**Attachments**

Resolution #4587

Federal Seizure & Forfeiture Fund Resolution-100719

Federal Seizure & Forfeiture Fund budget adjustment-100919

---

RESOLUTION NO. 4587

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA AMENDING THE FY 2019-2020 ANNUAL BUDGET BY INCREASING REVENUES IN THE AMOUNT OF \$26,189.00 AND APPROPRIATIONS IN THE AMOUNT OF \$46,000.00 IN THE FEDERAL SEIZURE AND FORFEITURE FUND FOR THE PURPOSE OF PROVIDING FUNDS TO PURCHASE ADDITIONAL EQUIPMENT FOR THE CAD SYSTEM.

**WHEREAS**, The City is in the process of installing a Spillman CAD system that was purchased earlier; and

**WHEREAS**, this system will require additional equipment including scanners, tablets, televisions, antennas, and mounting brackets; and

**WHEREAS**, the City has received \$26,189.00 in federal seizure & forfeiture revenue this fiscal year that was not anticipated; and

**WHEREAS**, the Federal Seizure & Forfeiture Fund has a current unappropriated fund balance of \$29,597.00 which can be used for this purchase,


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

**FEDERAL SEIZURE AND FORFEITURE FUND**

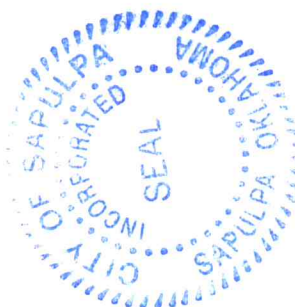
(Increase)	42-4034 SAF Revenue	<u>\$26,189.00</u>
	Total Revenue Increase:	\$26,189.00
(Increase)	42-542-401 Equipment	<u>\$46,000.00</u>
	Total Appropriations Increase:	\$46,000.00

**PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA** and signed by the Mayor this 7th day of October 2019.

  
Reg Green, Mayor

ATTEST:  
  
Shirley Burzio, City Clerk

\_\_\_\_\_  
David Widdoes, City Attorney





RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA AMENDING THE FY 2019-2020 ANNUAL BUDGET BY INCREASING REVENUES IN THE AMOUNT OF \$26,189.00 AND APPROPRIATIONS IN THE AMOUNT OF \$46,000.00 IN THE FEDERAL SEIZURE AND FORFEITURE FUND FOR THE PURPOSE OF PROVIDING FUNDS TO PURCHASE ADDITIONAL EQUIPMENT FOR THE CAD SYSTEM.

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**WHEREAS**, this system will require additional equipment including scanners, tablets, televisions, antennas, and mounting brackets; and

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**WHEREAS**, the Federal Seizure & Forfeiture Fund has a current unappropriated fund balance of \$29,597.00 which can be used for this purchase,

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**FEDERAL SEIZURE AND FORFEITURE FUND**

(Increase)	42-4034 SAF Revenue	<u>\$26,189.00</u>
	Total Revenue Increase:	\$26,189.00
(Increase)	42-542-401 Equipment	<u>\$46,000.00</u>
	Total Appropriations Increase:	\$46,000.00

**PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA** and signed by the Mayor this 7th day of October 2019.

\_\_\_\_\_  
Reg Green, Mayor

ATTEST:

\_\_\_\_\_  
Shirley Burzio, City Clerk

\_\_\_\_\_  
David Widdoes, City Attorney





**Informational Items 12. A.**

**City Council Regular**

**Meeting Date:** October 7, 2019

**Submitted By:** Amy Hoehner, Legal Assistant

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**SUBJECT:**

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

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**Attachments**

Status Report

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**STATUS****O = Operations****P = Planning****E = Engineering Design****C = Construction**

**TETRA TECH, INC.**  
**PROJECT STATUS REPORT**  
**SAPULPA, OKLAHOMA**  
**OCTOBER 7, 2019**

PROJECT		TETRA TECH CONTACT	STATUS	FUNDING	COMMENTS	RECOMMENDED ACTION
1.	Water Atlas Creation	Ryan Mittasch, P.E.	P		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.	E		Construction is ongoing.	None.
3.	SeneGence/Westside Sewer Plan	Ryan Mittasch, P.E.	E		Preliminary design of revised alignment underway.	None.
4.	Sapulpa Fire Training Facility Waterline	Ryan Mittasch, P.E.	E		Construction has begun.	None.
5.	Hobson Street Study	Ryan Mittasch, P.E.	P		Study completed.	Budget for realignment and Boyd Place circle improvements.
6.	Frankoma Road Sanitary Sewer Extension	Ryan Mittasch, P.E.	P		Design is complete. Easement acquisition underway and BNSF crossing permitting initiated.	None.



**Informational Items 12. B.**

**City Council Regular**

**Meeting Date:** October 7, 2019

**Submitted By:** Pam Vann, Finance Director

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**SUBJECT:**

Sinking Fund Schedules and Sinking Fund Estimate of Needs for Fiscal Year 2019/2020.

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**Attachments**

Sinking Fund FY 1920

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City

**AMENDED**

**CITY OF SAPULPA, OKLAHOMA**

**SINKING FUND SCHEDULES**

**JUNE 30, 2019**

**AND**

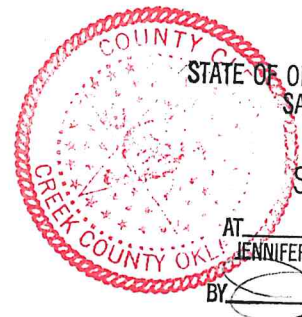
**SINKING FUND**

**ESTIMATE OF NEEDS**

**FOR**

**FISCAL YEAR ENDING**

**JUNE 30, 2020**



STATE OF OKLAHOMA COUNTY OF CREEK  
SAPULPA, OKLAHOMA

SEP 09 2019

AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M  
JENNIFER MORTAZAVI, COUNTY CLERK  
BY \_\_\_\_\_ DEPUTY

## INDEX

	<u>Actual Page No.</u>
Cover Page	
Proof of Publication Page	1
Form SF-1            Balance Sheet and Estimate of Sinking Fund Needs	4
Form SF-2            Statement of Cash Accounts, Disbursements and Balance	5
Form SF-3            Detail Status of Bond and Coupon Indebtedness	6-10
Form SF-4            Statement of Investments	11
Form SF-5            Judgment Indebtedness	12
Form SF-6            Unexpended Bond Proceeds	13
Form SF-7            Certificate of Excise Board and Appropriation of Income and Revenues	14-15

Pursuant to 11 O.S., 1981, Section 17-208, "The municipal governing body shall hold a public hearing on the proposed budget no later than fifteen (15) days prior to the beginning of the budget year. Notice of date, time and place of the hearing, together with the proposed budget summary, shall be published in a newspaper of general circulation in the municipality not less than five (5) days before the date of the hearing."

Please attach proof of publication.



Sapulpa Herald  
16 S. Park  
P. O. Box 1370  
Sapulpa, OK 74066  
918-224-5185

**Proof of Publication**

**No. Published in the Sapulpa Herald**

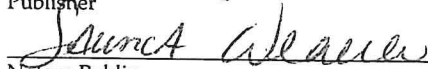
I, Darren Sumner, of lawful age, being duly sworn, upon oath deposes and says that I am the Publisher of the Sapulpa Herald, a bi-weekly newspaper printed in the City of Sapulpa, Creek County, Oklahoma, and of a bona fide paid general circulation therein, printed in the English language, and that the notice of publication, a copy of which is 1 consecutive day-weeks, on the 9 day of June, 2019 and that said newspaper has been continuously and uninterruptedly published in said weeks, consecutively, prior to the first publication of said notice of advertisement, as required by House Bill 99, (an Act amending Section 54, Oklahoma Statutes 1931) passed by the fifteenth Legislature and effective July 23, 1935, and thereafter. (The advertisement above referred to is a true and printed copy. Said notice was published in the regular edition of said newspaper and not in a supplemental thereof.

Affiant further states that said newspaper meets all requirements of the laws of the State of Oklahoma with reference to legal publications.

Subscribed and sworn to before me by Darren Sumner, publisher of the Sapulpa Daily Herald on this 9TH day of June, 2019.



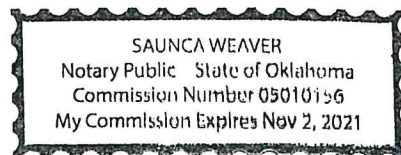
Publisher



Notary Public

My Commission Expires 11-2-2021

Publishers Fee \$292.10



NOTICE OF PUBLIC HEARING

The City Councilors for the City of Sapulpa, Oklahoma, and Trustees of the Sapulpa Municipal Authority will hold a public hearing at 7:00 p.m. on Monday June 17, 2019, in the Council Room, City Hall, 425 East Dewey. The purpose of the hearing is to receive written or oral comments on the City's and the Trust Authority's Fiscal Year 2019/2020 Operating Budget. The proposed FY 2019/2020 Annual Operating Budget is available for public inspection at the Sapulpa City Hall during regular business hours. Once adopted, the adopted FY 2019/2020 Annual Operating Budget will also be available for public inspection.

The following is a summary of the proposed budget.

CITY OF SAPULPA  
BUDGET SUMMARY - ALL FUNDS  
FY 2019 - 2020 BUDGET

	General Fund	Sapulpa Municipal Authority Fund	Sapulpa Development Authority Fund	Dedicated Sales Tax Funds	Other Special Revenue Funds	G O Bond Construction Funds	Bond Construction Funds	TOTAL ALL FUNDS
Beginning Fund Balance (July 1, 2019)	\$ 4,582,709	\$ 1,289,904	\$ -	\$ 4,501,393	\$ 3,566,528	\$ 785,223	\$ 135,821	\$ 14,861,676
Revenues								
Taxes	14,894,240	-	-	250,000	2,864,098	-	-	17,808,338
Licenses	167,800	-	-	-	20,600	-	-	188,400
Inter-Governmental	150,000	-	-	-	3,200	-	-	153,200
Fines & Forfeitures	511,000	-	-	1,500	25,000	-	-	537,500
Charges for Services	609,500	10,700,500	-	89,320	4,519,100	-	-	15,918,420
Interest Earned	6,175	23,000	-	36,450	22,350	20,000	-	108,975
Miscellaneous	141,366	338,000	-	5,000	7,463,550	-	-	7,947,916
Transfers In From Other Funds	5,764,675	5,255,348	-	8,200,084	1,080,388	20,000	-	20,300,485
Total Revenue	22,044,756	16,316,848	-	8,582,354	15,998,286	20,000	1,000	62,963,244
Total Available for Appropriations	\$ 23,627,485	\$ 17,606,752	\$ -	\$ 13,083,747	\$ 19,564,912	\$ 805,223	\$ 136,821	\$ 74,824,920
Appropriations								
Personnel Services	11,087,512	3,085,952	-	1,866,511	2,071,901	-	-	18,111,876
Materials & Supplies	372,947	428,140	-	148,982	254,275	-	-	1,204,324
Other Services & Charges	1,737,590	1,840,780	-	1,185,585	4,677,393	-	-	9,451,348
Capital Outlay	111,100	206,689	-	2,953,984	7,485,380	509,251	-	11,286,404
Debt Service	29,724	4,213,848	-	867,216	2,126,236	-	-	7,237,024
Transfers Out to Other Funds	9,867,932	7,439,848	-	2,675,625	317,090	-	-	20,300,485
Total Appropriations	23,206,805	17,215,257	-	8,707,883	16,932,275	509,251	-	67,671,471
Ending Fund Balance (June 30, 2020)	\$ 420,660	\$ 391,495	\$ -	\$ 3,375,864	\$ 2,632,637	\$ 295,972	\$ 136,821	\$ 7,253,449

**CITY OF SAPULPA, OKLAHOMA  
SINKING FUND  
6/30/2019**

Line No.	Balance Sheets	New Sinking Fund	
		Detail	Extension
	Assets:		
1	Cash balance (Form SF-2, Line 21)	\$571,456	
2	Investments (Form SF-4, Col. 6)	365,952	
3	Prepaid Judgements	0	
4			
5			
6	Total Assets		<u>\$937,408</u>
	Liabilities:		
7	Matured bonds outstanding (Form SF-3, Col. 19)	\$0	
8	Accrual on unmatured bonds (Form SF-3, Col. 18)	850,815	
9	Accrual on final coupons (Form SF-3, Col. 27)	0	
10	Unpaid interest coupons accrued (Form SF-3, Col. 34) - Matured	0	
11	Fiscal agency commission on above	0	
12	Judgments and interest levied - Not paid	0	
13	Unpaid interest coupons accrued (Form SF-3, Col. 35) - Unmatured	43,655	
14			
15			
16	Total Liabilities		<u>\$894,471</u>
17	Excess of assets over liabilities (To Form SF-7, Line 2)		<u>\$42,937</u>
	<b>Estimate of Sinking Fund Needs - Next Year</b>		
18	Interest required on bonds (Form SF-3, Col. 29)	\$374,354	
19	Accrual on bonds (Form SF-3, Col. 12)	1,313,795	
20	Accrual on judgments (Form SF-5, Line 12A)	266,667	
21	Interest accruals on judgments (Form SF-5, Line 12B)	60,000	
22	Commissions - Fiscal agencies	0	
23			
24			
25	Total Sinking Fund Provision (To Form SF-7, Line 1)	<u>\$2,014,816</u>	

**SINKING FUND**  
**STATEMENT OF CASH ACCOUNTS, DISBURSEMENTS AND BALANCES**  
**For the Fiscal Year Ended June 30, 2019**

Line No.		New Sinking Fund	
		Detail	Extension
1	Cash balance (amended), Beginning of year, July 1, 2018	\$565,441	
2	Investments liquidated during year (Form SF-4, Col. 3)	0	
	Receipts and Apportionments:		
3	Current year ad valorem tax	\$2,028,325	
4	Prior year's ad valorem tax	77,617	
5	Resale property distribution	0	
6	Interest revenue	9,980	
7	Reimbursement-Remaining After 2015 Payoff	0	
8	Operating transfer in - Water Resources Fund	0	
9	Total receipts and apportionments		<u>2,115,923</u>
10	Balance		<u>\$2,681,364</u>
	Disbursements:		
11	Interest coupons paid (Form SF-3, Col. 33)	408,975	
12	Bonds paid (Form SF-3, Col. 16)	1,280,000	
13	Commission paid fiscal agency	2,700	
14	Judgments paid	309,167	
15	Interest paid on judgments	50,133	
16	Investments purchased (Form SF-4, Col. 2)	53,407	
17	Operating transfer out - General Fund	5,526	
18	Filing Fees Paid for Judgment Properties	0	
19			
20	Total disbursements		<u>2,109,908</u>
21	Cash balance - End of year, June 30, 2019 (To Form SF-1, Line 1)		<u>\$571,456</u>

**SINKING FUND SCHEDULES**  
**Detailed Status of Bond and Coupon Indebtedness as of June 30, 2019 and Accruals Thereon**

	8	9	10	11	12	13	14
	Amount of Original Issue	Cancelled Funded or In Judgment or Delayed for Final Levy Year	Bond Issues Accruing by Tax Levy	Years to Run	Normal Annual Accrual	Tax Years Ran	Accrual Liability To Date
1	4,100,000	2,380,000	1,720,000	20		10	2,050,000
2							
3							
4	5,600,000	3,540,000	2,060,000	20		9	2,520,000
5							
6							
7	1,925,000	925,000	1,000,000	20		11	1,058,750
8							
9							
10	415,000		415,000			1	15,000
11						8	400,000
12							
13	6,800,000		6,800,000	20	340,000	9	3,060,000
14							
15							
16	2,450,000		2,450,000	11	222,727	6	1,336,364
17							
18							
19	3,720,000		3,720,000	12	310,000	6	1,860,000
20							
21							
22	3,750,000		3,750,000	20	187,500	4	750,000
23							
24							
25	2,865,000		2,865,000	19	150,789	3	452,368
26							
27							
28	925,000		925,000	9	102,778	3	308,333
29							
30							

PAGE TOTAL

GRAND TOTAL

25,705,000

1,313,795

13,810,815

(To SF-1, Line 19)

**SINKING FUND SCHEDULES**  
**Detailed Status of Bond and Coupon Indebtedness as of June 30, 2019 and Accruals Thereon**

1	2	3	4	5	6	7
Purpose of Bond Issue	Date of Issue	Date of Sale	Date Maturing Begins	Amount of Each Uniform Maturity	Date of Final Maturity	Amount of Final Maturity
1 General Obligation of 2003	06-01-03		06-01-05	215,000	06-01-23	230,000
2						
3						
4 General Obligation of 2004	06-01-04		06-01-06	290,000/295,000	06-01-24	295,000
5						
6						
7 General Obligation of 2005	06-01-05		06-01-07	100,000/125,000	06-01-25	125,000
8						
9						
10 General Obligation of 2006	06-01-06		06-01-08	15,000/50,000	06-01-16	50,000
11						
12						
13 General Obligation of 2010	06-01-10		06-01-12	350,000/500,000	06-01-30	500,000
14						
15						
16 General Obligation Refunding of 2012 A	11-01-12		06-01-13	190,000/285,000	06-01-23	220,000
17						
18						
19 General Obligation Refunding of 2012 B	11-01-12		06-01-13	260,000/425,000	06-01-24	310,000
20						
21						
22 General Obligation of 2015	06-01-15		06-01-17	150,000/200,000	06-01-35	200,000
23						
24						
25 General Obligation of 2015 A	10-01-15		10-01-17	150,000/165,000	10-01-35	165,000
26						
27						
28 General Obligation Refunding of 2016 A	06-01-16		06-01-17	100,000/125,000	06-01-25	125,000
29						
30						
PAGE TOTAL						
GRAND TOTAL				1,820,000/2,385,000		2,220,000

**SINKING FUND SCHEDULES**  
**Detailed Status of Bond and Coupon Indebtedness as of June 30, 2019 and Accruals Thereon**

	30	31	32	33	34	35
	Interest Earned But Unpaid 6/30/2018		Interest Coupon Account		Levied Interest Earned But Unpaid 6-30-19	
	Matured	Unmatured	Interest Earnings Through 2018 - 2019	Coupons Paid Through 2018 - 2019	Matured	Unmatured
1		0.00	0.00	0.00		0.00
2						
3						
4		0.00	0.00	0.00		0.00
5						
6						
7		0.00	0.00	0.00		0.00
8						
9						
10		0.00	0.00	0.00		0.00
11						
12						
13		14,276.04	170,218.75	171,312.50		13,182.29
14						
15						
16		1,828.75	21,678.33	21,945.00		1,562.08
17						
18						
19		3,227.71	38,359.17	38,732.50		2,854.38
20						
21						
22		6,850.00	81,866.67	82,200.00		6,516.67
23						
24						
25		19,008.75	73,222.50	74,160.00		18,071.25
26						
27						
28		1,718.75	20,375.00	20,625.00		1,468.75
29						
30						
PAGE TOTAL						
GRAND TOTAL		46,910.00	405,720.42	408,975.00	0.00	43,655.42

(To SF-2, Line 11) (To SF-1, Line 10) (To SF-1, Line 13)

**SINKING FUND SCHEDULES**  
**Detailed Status of Bond and Coupon Indebtedness as of June 30, 2019 and Accruals Thereon**

	15	16	17	18	19	20
	Basis of Accruals Contemplated on Net Collections or Better in Anticipation					
	Deductions From Total Accruals			Total Bonds Outstanding		
	Bonds Paid Prior to 06-30-18	Bonds Paid During 2018 - 2019	Matured Bonds Unpaid	Balance of Accrual Liability	Matured	Unmatured
1	1,720,000	0		330,000 (b)		0
2						
3						
4	2,060,000	0		460,000 (b)		0
5						
6						
7	1,000,000	0		58,750		0
8						
9						
10	415,000	0		0		0
11						
12						
13	2,450,000	350,000		260,000		4,000,000
14						
15						
16	1,400,000	200,000		(263,636)		850,000
17						
18						
19	1,935,000	280,000		(355,000)		1,505,000
20						
21						
22	350,000	200,000		200,000		3,200,000
23						
24						
25	150,000	150,000		152,368		2,565,000
26						
27						
28	200,000	100,000		8,333		625,000
29						
30						

PAGE TOTAL

GRAND TOTAL	1,280,000	850,815	12,745,000
	(To SF-2, Line 12)	(To SF-1, Line 8)	(To SF-1, Line 7)

(b) Accrual liabilities of refunded bonds used on 6/1/13 maturity of 2012 Refunding Issue



**SINKING FUND SCHEDULES**  
**Detailed Status of Bond and Coupon Indebtedness as of June 30, 2019 and Accruals Thereon**

	21	22	23	24	25	26	27	28	29
Coupon Computation									
Coupon Due	% Interest	Terminal Interest To Accrue	Years To Run	Accrue Each Year	Tax Years Run	Total Accrued To Date	Current Interest Earnings Through 2019 - 2020	Total Interest To Levy For 2019- 2020 Sum of Cols. 25 & 28	
1	2.75/4.00						0.00	0.00	
2									
3									
4	3.50/5.00						0.00	0.00	
5									
6									
7	2.80/3.90						0.00	0.00	
8									
9									
10	4.00/4.20						0.00	0.00	
11									
12									
13	3.75/4.25						157,426.20	157,426.20	
14									
15									
16	1.60/4.00						18,420.40	18,420.40	
17									
18									
19	1.60/4.00						33,793.36	33,793.36	
20									
21									
22	2.00/3.10						77,866.68	77,866.68	
23									
24									
25	2.50/3.15						69,472.50	69,472.50	
26									
27									
28	2.50/3.00						17,375.00	17,375.00	
29									
30									
PAGE TOTAL									
GRAND TOTAL									
		0.00				0.00	374,354.14	374,354.14	
						(To SF-1, Line 9)		(To SF-1, Line 18)	

SINKING FUND  
STATEMENT OF INVESTMENTS

For the Fiscal Year Ended June 30, 2019

	1	2	3	4	5	6
	Investment on Hand Beginning of Year	Purchases	Liquidation of Investments		Barred by Court Order	Investment on Hand Ending of Year
			Collection	Amount of Premium Paid		
1 Municipal Bonds						
2 U.S. Bonds and Certificates	312,545	53,407	0			365,952
3 Warrants 20						
4 Warrants 20						
5 Warrants 20						
6 Certificates of Deposit						
7						
8						
9 Judgments						
10 Total	312,545	53,407	0			365,952
		(To SF-2, Line 1)	(To SF-2, Line 2)			(To SF-1, Line 2)

## JUDGMENT INDEBTEDNESS AFFECTING HOMESTEADS

		Judgment	Judgment
1 In Favor of		The David R. Bennet	
2 By Whom Owned		Living Trust	
		Sapulpa	
3 Purpose of Judgment		Condemnation	
4 Case Number		CV-2018-01	
5 Name of Court		Creek County District	
6 Date of Judgment		February 8, 2018	
7 Principal Amount of Judgment		800,000.00	
8 Tax Levies Made		0.00	
9 Principal Amount to be Provided for by	Jun-21	800,000.00	0.00
10 Principal Amount Provided for in 2018- 2019		266,666.67	0.00
11 Principal Amount not Provided for		533,333.33	0.00
12 Amount to Provide by Tax Levy 2019 - 2020			
a. 1/3 Principal (To SF-1, Line 20)		266,666.67	0.00
b. Interest (To SF-1, Line 21)	7.50%	60,000.00	0.00
Total		326,666.67	0.00
<i>For Only Those Judgments Held by Owners or Assigns</i>			
13 Levied for by Unpaid Judgment Obligations			
Outstanding June 30,			
a. Principal			0.00
b. Interest		0.00	0.00
Total		0.00	0.00
14 Judgment Obligations Since Levied for			
a. Principal		0.00	0.00
b. Interest		0.00	0.00
Total		0.00	0.00
15 Judgment Obligations Since Paid			
a. Principal		0.00	0.00
b. Interest		0.00	0.00
Total		0.00	0.00
16 Levied for by Unpaid Judgment Obligations			
Outstanding June 30, 2018			
a. Principal		0.00	0.00
b. Interest		0.00	0.00
Total		0.00	0.00

## STATEMENT OF UNEXPENDED BOND PROCEEDS

Purpose of Bond Issue:	<u>15 Bond Issue</u>	<u>15 A Bond Issue</u>
1 Balance of Cash & Investments as June 30, 2018 (adjusted)	2,688,650.46	2,244,249.43
Add:		
2 Proceeds of Bond Sale		0.00
3 Interest Revenue	27,741.10	25,392.01
4 Sale of Property		649,750.00
5 Transfers in		131,000.00
6 Donations		<u>3,500.00</u>
7 Total Available	<u>2,716,391.56</u>	<u>3,053,891.44</u>
Deduct:		
8 Claims Paid	1,496,124.05	1,581,420.54
9 Reserve for Claims Outstanding		
10 Contracts Pending		
11 Residual Equity Transfer to Series 2015 Issue for Sewer Projects		
12 Inter-Fund Loan		
13 Total Deductions	<u>1,496,124.05</u>	<u>1,581,420.54</u>
14 Unexpended Bond Proceeds as of June 30, 2019	<u>1,220,267.51</u>	<u>1,472,470.90</u>

CITY OF SAPULPA, OKLAHOMA

SINKING FUND  
COUNTY EXCISE BOARDS= APPROPRIATION OF INCOME AND REVENUES  
2019 – 2020 ESTIMATE OF NEEDS

1.	To Finance Approved Budget in the Sum of (From Forms SF-1, Line 25)	\$2,014,816
2.	Excess of Assets Over Liabilities (From Form SF-1, Line 17)	42,937
3.	Other Deductions - Attach Explanation	<u>0</u>
4.	Balance Required to Raise (Line 1 less 2 and 3)	\$1,971,879
5.	Add 5% for Delinquent Tax	<u>98,594</u>
6.	Gross Balance of Requirements Appropriated from 2020 Ad Valorem Tax	<u>\$2,070,473</u>

**CITY OF SAPULPA, OKLAHOMA**

We certify that the total assessed valuation of the property, subject to Ad Valorem taxes, Excluding Homestead Exemptions approved, in the Municipality as finally equalized and certified by the State Board of Equalization for the current year 2019 - 2020 as follows:

	CREEK COUNTY	TULSA COUNTY	TOTAL
REAL PROPERTY	\$115,736,211	\$4,351,758	\$120,087,969
PERSONAL PROPERTY	21,665,716	3,894,413	25,560,129
PUBLIC SERVICE PROPERTY	<u>6,332,870</u>	<u>167,040</u>	<u>6,499,910</u>
TOTAL	<u>\$143,734,797</u>	<u>\$8,413,211</u>	<u>\$152,148,008</u>

and that the assessed valuations herein certified have been used in computing the rates of mill levies and the proceeds thereof as aforesaid; and that having ascertained as aforesaid, the aggregate amount to be raised by Ad Valorem taxation, we thereupon made the levies therefore, as provided by law as follows:

GENERAL FUND	-0- mills	BUILDING FUND	-0- mills
SINKING FUND	13.61 mills	TOTAL	13.61 mills

We do hereby order the above levies to be certified forthwith by the Secretary of this Board to the County Assessor of Said County, in order that the County Assessor may immediately extend said levies upon the Tax Rolls for the Year 2011, without regard to any protest that may be filed against any levies, as required by 68 O.S. 1981, Section 2474. We further certify that the said appropriation and the mill-rate levies, as aforesaid, are within the limitation provided by law.

Dated this 10 day of September, 2019,  
at Sapulpa, Oklahoma.

*[Signature]*  
Member

*[Signature]*  
Member

*[Signature]*  
Chairman of the County Excise Board



Attest: *[Signature]*  
Secretary of the County Excise Board