

SAPULPA CITY COUNCIL MEETING

CITY HALL - 425 EAST DEWEY AVENUE

COUNCIL CHAMBERS, 2ND FLOOR

7:00 P.M., MONDAY, JULY 1, 2019

Notice is hereby given that the Mayor and City Council of the City of Sapulpa, Oklahoma, will meet in regular session at 7:00 p.m. on the 1st day of July, 2019, in the Council Chambers, Sapulpa City Hall, 425 East Dewey Avenue, Sapulpa, Oklahoma, with the agenda for said meeting as follows:

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

Please come to the podium when the Mayor calls your name.

- AGENDA -

1. **CALL TO ORDER.**
2. **INVOCATION.**
3. **PLEDGE OF ALLEGIANCE.**
4. **ROLL CALL.**
5. **MINUTES.**
 - A. Consider approving the minutes of the June 17, 2019, regular city council meeting.
6. **APPOINTMENTS, AWARDS, PRESENTATIONS, AND PROCLAMATIONS.**
 - A. Presentation of Lifesaver Award by WoodmenLife Society to Dylan Wick, Nick Byrd, Seth Byrd and Wyatt Hall.
 - B. Recognition by the Sapulpa Fire Department of Dylan Wick, Nick Byrd, Seth Byrd and Wyatt Hall for their heroic activities involving the rescue of Mrs. Catherine Ritchie.

- C. Consider approving a proclamation proclaiming July 6, 2019, as Dylan Wick, Nick Byrd, Seth Byrd and Wyatt Hall Day in the City of Sapulpa, Oklahoma.
- D. Consider confirming the following Mayoral appointments to the Library Board in order to help meet the Oklahoma Department of Library's criteria for State Aid.

Jan Duke will take the place of Carol McIntosh with term expiration date of May 2021.

7. **CONSENT ITEMS:** All matters under “Consent” are considered by the City Council to be routine and will be enacted by one motion. Any City Council member may, however, remove an item from consent by request.

- A. Consider approving claims in the amount of \$254,055.44
- B. Consider approving pre-paid claims in the amount of \$268,461.89
- C. Consider approving a (1) year renewal of the lease purchase agreement with American Heritage Bank (AHB) for meter reading equipment in the amount of \$50,741.92.
- D. Consider approving a (1) year renewal of the lease purchase agreement with American Heritage Bank (AHB) for 50 Yamaha Golf Carts in the amount of \$46,784.36.
- E. Consider approving a Resolution Authorizing participation in the OMAG Recognition Program for the Fiscal Year 2018/2019.

8. **PUBLIC HEARINGS.**

9. **COMMUNITY DEVELOPMENT.**

- A. Discussion and possible action regarding an Ordinance amending the Zoning Ordinance of the City of Sapulpa; Changing the Zone and District of property located 815 South Park Street, City of Sapulpa, Creek County, State of Oklahoma, from RS-3 (Residential Single Family High Density) to CG (Commercial General), per SAZ-953; and directing the City Clerk to show each change upon the Official Zoning Map; Repealing all Ordinance or parts of Ordinances in conflict herewith providing for severability and declaring an emergency.
- B. Discussion and possible action regarding the application by Carl and Terri Sensintaffar, Rocky Top LLC, for a Specific Use Permit, SUP-037, to allow Commercial Medicinal Marijuana Dispensary located at 400 North Mission Street, Sapulpa, Oklahoma.
- C. Discussion and possible action regarding the application by Brenda Miller, for a Specific Use Permit, SUP-039, to allow Marijuana Grow Facility located at 7941 State Highway 66, Ste B, Sapulpa, Oklahoma.

10. **ADMINISTRATION.**

- A. Discussion and possible action on Amended Interlocal Cooperation Agreement between the City of Sand Springs, the City of Bixby, the City of Sapulpa, and the City of Jenks, for governmental services to promote mutual aid as the South West Area Tactical Team.
- B. Discussion and possible action regarding an Encroachment Use Agreement and License with the owners of 1106 E. Jones Avenue, Sapulpa, Oklahoma, to allow structures encroachment over sanitary sewer line.
- C. Discussion and possible action regarding an Agreement between the City of Sapulpa and Uptown Sapulpa Action, Inc. ("Sapulpa Main Street") to provide economic development programs to enhance the growth of downtown Sapulpa, Oklahoma for an amount not to exceed \$30,000.00.
- D. Discussion and possible action regarding a contract with Advanced Copier Systems (ACS) for copier maintenance for the year ending June 30, 2020, with an annual cost of \$10,400.00 plus cost per page for any excess usage.
- E. Discussion and possible action regarding Change Order #1, in the additive amount of \$1,851.02, to the contract with D. C. Bass & Sons Construction Co. for construction of the Sapulpa Animal Shelter.
- F. Discussion and possible action regarding Amendment No 3, in the additive amount of \$312,317.36, to the contract with D. C. Bass & Sons Construction Company for the construction of the Youth Sports Complex.
- G. Discussion and possible action regarding a Resolution of the City of Sapulpa, Oklahoma, Relating to the Retention of Public Records of the City and Related Entities.
- H. Discussion and possible action regarding a Resolution of the City of Sapulpa, Oklahoma, Adopting a Code of Ethics Enacting Rules of Conduct for Elected Officials; Providing for an Effective Date, Repealer and Severability.
- I. Discussion and possible action regarding a Resolution of the City of Sapulpa, Oklahoma, Adopting a Social Media Participation Policy for City Council; Providing for an Effective Date, Repealer, and Severability.

11. **NEW BUSINESS.** (Items that were not known about at the time of posting the agenda.)

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

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

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

14. **EXECUTIVE SESSION.**

15. **ADJOURNMENT.**

Posted this 28th day of June, 2019 at or before 5:00 p.m., at the Sapulpa City Hall, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Name: *Mikaila Stepp*

Title: *Administrative Assistant*



AGENDA ITEM

City Council Regular

5.A.

Meeting Date: July 1, 2019

Submitted By: Shirley Burzio, City Clerk

Department: City Clerk

Presented By:

SUBJECT:

Consider approving the minutes of the June 17, 2019, regular city council meeting.

BACKGROUND:

RECOMMENDATION:

Attachments

[minutes.06-17-2019 city](#)

CITY OF SAPULPA, OKLAHOMA
COUNCIL PROCEEDINGS
Meeting of June 17, 2019

The City Council of Sapulpa, Oklahoma, met in regular session Monday, June 17, 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
Wes Galloway, Councilor
Carla Gunn, Councilor
Craig Henderson, Councilor
Hugo Naifeh, Councilor
John Suggs, Councilor

Absent: Marty Cummins, Councilor

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

1. INVOCATION.

The invocation was given by Mr. Larry Carnes.

2. PLEDGE OF ALLEGIANCE.

Mayor Reg Green led the Pledge of Allegiance.

3. MINUTES AND CONSENT ITEM.

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

- A. Approve the minutes of the June 3, 2019, regular city council meeting;
- B. Approve claims in the amount of \$343,803.22.

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

MOTION CARRIED

4. APPOINTMENTS, AWARDS, PRESENTATIONS, AND PROCLAMATIONS.

- A. Police Chief Mike Haefner administered the Oath of Office to the City of Sapulpa's most recently hired law enforcement officers: Officer Jacob Byram, Officer Dennis Hall, Officer Cansas Pate and Officer Elisa Mudd.

5. PUBLIC HEARINGS.

- A. A public hearing to receive public comments on the City of Sapulpa's budget for the fiscal year beginning July 1, 2019, and ending June 30, 2020, was held. There were no written or oral comments made to the council.

6. ADMINISTRATION.

- A. Motion was made by Councilor Craig Henderson, seconded by Councilor Wes Galloway, to approve the Workers' Compensation Insurance Renewal with Oklahoma Municipal Assurance Group (OMAG), effective July 1, 2019, through June 30, 2020, in the amount of \$496,086.00.

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

MOTION CARRIED

- B.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Hugo Naifeh, to approve the consulting and advisory services engagement with Crawford and Associates, P.C., in connection with the preparation of the 2019 annual financial statements.

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

MOTION CARRIED

- C.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Hugo Naifeh, to approve the FY 2019 Single Audit Engagement Letter with Arledge & Associates, P.C., in the amount of \$32,900.00 for services in connection with the FY 2018-2019 Annual Audit.

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

MOTION CARRIED

- D.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Wes Galloway, 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 17.17-222 by providing for amended sewer rates; repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing that if any part or parts of this ordinance are held invalid or ineffective, the remaining portions shall not be affected; providing an effective date; and declaring an emergency. (Ordinance No. 2815)

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

MOTION CARRIED

- 1.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Wes Galloway, to approve the passage and adoption of the emergency clause.

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

MOTION CARRIED

- E.** Motion was made by Councilor Hugo Naifeh, seconded by Vice-Mayor Louis Martin, to approve the adoption of a Resolution of the City Council of the City of Sapulpa, Oklahoma, adopting and appending a budget for the City of Sapulpa, Oklahoma, ratifying and thereby adopting the Sapulpa Municipal Authority Budget, the Sapulpa Development Authority Budget, and adopting all other funds as required by statute or ordinance for the year beginning July 1, 2019, and ending June 30, 2020. (Resolution No. 4571)

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

MOTION CARRIED

- F.** Motion was made by Councilor Hugo Naifeh, seconded by Vice-Mayor Louis Martin, to approve the adoption of a Resolution of the City of Sapulpa, Oklahoma, amending the FY 2018-2019 General Fund budget by increasing appropriations in the amount of \$76,000.00 to provide funding for debris removal at city park locations in response to the May 26th, 2019, tornado damage. (Resolution No. 4572)

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

MOTION CARRIED

- G.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Carla Gunn, to approve the adoption of a Resolution of the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Trust Authority amending the FY 2018-2019 annual budget by increasing revenues by \$2,063,186.00 and increasing appropriations by \$1,072,577.00 in various funds for the purpose of making adjustments based on current revenue and the amounts estimated during the preparation of the FY 2019-2020 budget. (Resolution No. 4573)

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

MOTION CARRIED

7. INFORMATIONAL ITEMS FROM MAYOR, CITY COUNCIL, CITY MANAGER, OR CITY ATTORNEY.

- A.** A status report from Tetra Tech regarding various City and SMA projects was presented to the council for review and discussion only. There was no action taken.

8. PUBLIC COMMENTS.

Ms. Shawna Widdoes, 125 Castle Creek Drive, told the council that she is aware of complaints made on the construction of a 920 sq. ft. modular home on her property. The structure is located outside the neighboring subdivision, and has met all city codes.

9. EXECUTIVE SESSION.

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

1. The status of negotiations with collective bargaining units [25 O.S. Section 307 (B) (2).]

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

MOTION CARRIED

B. The council convened into an executive session at 7:30 o'clock P.M.

At 8:15 o'clock P.M. and in open session, Mayor Reg Green called the regular council meeting to order.

There was no action taken by the council regarding matters discussed in the executive session.

10. ADJOURNMENT.

There being no further business to consider, motion was made by Councilor Hugo Naifeh, seconded by Councilor Wes Galloway, to adjourn the meeting.

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

MOTION CARRIED

Mayor

Attest:

City Clerk



AGENDA ITEM

Presentations & Proclamations 6.C.

City Council Regular

Meeting Date: July 1, 2019

Submitted For: Reg Green, Mayor, City of Sapulpa

Submitted By: Shirley Burzio, City Clerk

Department: City Clerk

Presented By: Mayor Reg Green

SUBJECT:

Consider approving a proclamation proclaiming July 6, 2019, as Dylan Wick, Nick Byrd, Seth Byrd and Wyatt Hall Day in the City of Sapulpa, Oklahoma.

BACKGROUND:

On May 18, 2019, Mrs. Catherine Ritchie was rescued from her burning home by Dylan Wick, Nick Byrd, Seth Byrd and Wyatt Hall. They stayed and comforted Mrs. Ritchie until the fire department's arrival. The city desires to recognize their courageous actions by adopting a proclamation.

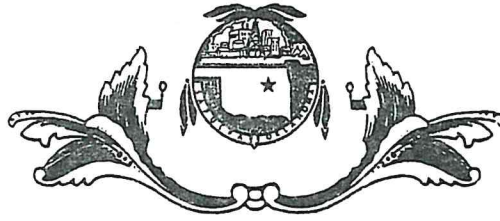
RECOMMENDATION:

Staff recommends approval.

Attachments

July 6th Proclamation

CITY OF SAPULPA



BOARD OF COUNCILORS

Proclamation

Whereas, the City Council of the City of Sapulpa, Oklahoma, is proud to recognize the achievements and acts of heroism of its citizens; and

Whereas, on May 18, 2019, four teenage boys, upon hearing an alarm and seeing smoke coming from a neighbor's house, immediately responded and took action to rescue Mrs. Catherine Ritchie, a longtime City of Sapulpa resident; and

Whereas, due to the courageous and decisive actions of Dylan Wick, 16 years of age, Nick Byrd, 14 years of age, Seth Byrd, 16 years of age, and Wyatt Hall, 17 years of age, Mrs. Ritchie was carried from her burning and smoke filled home to safety; and

Whereas, their valor has brought them well-deserved recognition from organizations throughout the state and nation; and

Whereas, these fearless young men demonstrated great bravery and quick thinking, and their heroic efforts reflect honorably on themselves, their families and the City of Sapulpa.

Now, therefore be it resolved by the City Council for the City of Sapulpa, Oklahoma, that July 6, 2019, be proclaimed as "Dylan Wick, Nick Byrd, Seth Byrd and Wyatt Hall Day" in recognition of their meritorious actions in saving the life of their fellow citizen.

In Witness Whereof, I have hereunto set my hand and caused the Seal of Sapulpa of the State of Oklahoma to be affixed.

*Done at the City of Sapulpa this _____ day
of _____ in the Year of Our Lord
two thousand and _____.*

City Clerk

Mayor



AGENDA ITEM

Presentations & Proclamations 6.D.

City Council Regular

Meeting Date: July 1, 2019

Submitted By: Martha Stalker, Library Director

Department: Library

Presented By: Martha Stalker

SUBJECT:

Consider confirming the following Mayoral appointments to the Library Board in order to help meet the Oklahoma Department of Library's criteria for State Aid.

Jan Duke will take the place of Carol McIntosh with term expiration date of May 2021.

BACKGROUND:

The term for Library Board Members to serve are for three years which can be renewed at that time for another three years if Library Board Members are willing to serve.

RECOMMENDATION:

Staff recommends that the Mayor and City Councilors approve Jan Duke becoming a Library Board Member for the Sapulpa Public Library.

Attachments

Resolution 2186

Board Member Application

Ordinance No. 2186

AN ORDINANCE OF THE CITY OF SAPULPA, OKLAHOMA, AMENDING CHAPTER 16, SECTIONS 16-2 AND 16-3 OF THE SAPULPA CITY CODE RELATING TO THE LIBRARY BOARD OF DIRECTORS; 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, OKLAHOMA:

SECTION 1. That the Sapulpa City Code, Chapter 16, Sections 16-2 and 16-3 are hereby amended to read as follows, to-wit:

"Sec. 16-2. Board of directors--Composition; appointment, qualifications and compensation of members.

The management and control of the public library established by section 16-1 shall be conducted by a board of directors, consisting of six members, to be appointed by the mayor, with the approval of the city council; provided, that three of such board of directors shall be women and three shall be men. Such directors shall be chosen from the citizens at large, with reference to their fitness for such office, and no director shall receive compensation as such. Directors appointed to the library board shall hold office for a term of three (3) years from the first day of May following their appointment, and their terms shall be staggered.

Sec. 16-3 Same--Organization, rules and regulations and terms of members.

The organization of the board of directors mentioned by section 16-2, the terms of their offices, and all rules and regulations for the conduct of the public library established by this chapter shall be in accordance with state law."

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of the conflict only.

Ordinance # 2186

SECTION 3. SEVERABILITY. 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 purpose.

SECTION 4. 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 declared 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 by the City Council of the City of Sapulpa, Oklahoma, this 16th day of September, 1996.

Benjamin Benjamin
Mayor

Attest:

Shirley Burzio
City Clerk

Approved as to Form:

City Attorney

*Bartlett-Carnegie
Sapulpa Public Library
27 West Dewey
Sapulpa, Oklahoma 74066
918-224-5624*

Library Board Application.

Name <i>JAN DUKE</i>		
Home Address <i>17266 W. TEEL ROAD</i>		
phone <i>918-231-9750</i>	Fax	e-mail <i>ladyjduke2013@gmail.com</i>
Work (if applicable) Company & Address <i>RETIRED</i>		
Occupation <i>1994</i> In what year did you become a City resident?	Employer What position are you applying for?	Are you currently a resident of the city of Sapulpa? <i>YES</i>

Summarize your experience with and/or interest in our organization. <i>I will use my skills and experience to help make constructive suggestions and recommendations that will help strengthen the Sapulpa Public Library.</i>

What skills and knowledge are you willing to bring to our board? Please indicate your experience in the following areas.	very experienced	some experience	little or no experience
strategic planning		✓	
fundraising		✓	
board development (recruitment, training, evaluation)			✓
program planning and evaluation		✓	
recruiting, hiring and evaluating personnel			✓
financial management and control (budgeting, accounting)			✓
communication, public and media relations;		✓	
participation in interagency committees.		✓	
public speaking			✓
organizational development			✓
information technology			✓
writing, journalism			✓
special events (planning and implementing)		✓	
[list other skills, knowledge needed by your board]:			

For the items you checked as "very experienced" or "some experience", please provide details.

Retired Admin. ASSIST. DIR - PARKS/REC - My primary duties: Plan, coordinate, oversee + execute all areas of office mgmt. including filing, communication, scheduling, etc. Plan, coordinate + execute the Dept. Marketing, promotions, spec. events + festivals. Assist w/ alternative funding research.

If not described above, please outline your experience as a volunteer board or committee member?

Past Sapulpa Arts Board Member. Helped w/ Event planning + set up.

Who may we contact for information about your performance in these positions?

Relevant Experience and/or Employment (If you have a resumé, please attach it.)

1996 - 2013 Administrative Assistant DIR.
Sapulpa PARKS & REC. Dept.

Why are you interested in our organization? _____

*Supulpa Library is an important asset
to our community.*

Area(s) of expertise/Contribution you feel you can make _____

*Help w/ planning and
executing special events. Assist wherever
needed.*

Other volunteer commitments _____

For Board Use

___ Nominee has had a personal meeting with either chief executive, board chair, or other board member. Date _____

___ Nominee reviewed by the committee. Date _____

___ Nominee attended a board meeting. Date _____

___ Nominee interviewed by the board. Date _____

Action taken by the board _____

Administrative Assistant Director

1996 - 2013

Purpose of the position:

Assist with the management and supervision of the Parks and Recreation Department.

Primary Duties: (Essential Functions)

1. Provide support services and direct assistance to the Director of Parks and Recreation and all Department-related functions.
2. Plan, coordinate, oversee and execute all areas of office management including communications, filing, scheduling, etc.
3. Plan, coordinate and execute the Department's marketing, promotions, special events and festivals.
4. Assist with Department's Alternative Funding Program including; research, development and grant writing applications.
5. Plan, coordinate and supervise all areas of the Department's Senior Citizen facility and programming.



Consent Agenda 7.A.

City Council Regular

Meeting Date: July 1, 2019

Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving claims in the amount of \$254,055.44

Attachments

Claims List 7/1/19

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
123692	99-10143	PERDUE, BRANDON, FIELDER,	CCOLLECTION SERVICES	6/2019	5/1-5/31/19	35,270.49
126882	99-10158	GW ELECTRIC CO	REPAIR LIGHTS IN JAIL	6/2019	1312	167.10
123583	99-10159	LAWRENCE COUNTY NEWSPAPERS,	EMPLOYEE ADVERTISING	6/2019	21538	34.14
126591	99-10159	LAWRENCE COUNTY NEWSPAPERS,	PUBLISH ORDINANCE	6/2019	21521	84.80
127008	99-10159	LAWRENCE COUNTY NEWSPAPERS,	PUBLISH-CV-2019-80	6/2019	21386	178.15
125565	99-10160	MERRIFIELD OFFICE SOLUTIONS	OFFICE SUPPLIES	6/2019	172988-001	108.38
126487	99-10160	MERRIFIELD OFFICE SOLUTIONS	JANITORIAL SUPPLIES	6/2019	172970-001	235.72
126890	99-10160	MERRIFIELD OFFICE SOLUTIONS	OFFICE/JANITORIAL SUPP	6/2019	172985-001	194.45
127004	99-10160	MERRIFIELD OFFICE SOLUTIONS	LATERAL FILE CABINET	6/2019	171844.001	919.99
126121	99-10188	CRAWFORD, CASSIE	MIL/MEAL REIMBURSEMENT	6/2019	6/5-6/7/19 126121	91.32
126748	99-10195	BROOKS GREASE SERVICE, INC	CLEAN GREASE TRAP	6/2019	154287	200.00
126081	99-10235	HULETT, MARK	MEAL REIMBURSEMENT	6/2019	6/13/19 126081	14.00
123249	99-10252	CECIL COX ENTERPRISES	REPAIR FLATS/STEMS	6/2019	3044452	20.00
123862	99-10377	GREEN COUNTRY SHREDDING &	RCONFIDENTIAL SHREDDING	6/2019	00067347	55.00
124808	99-10422	DESTINY SOFTWARE INC	COMPUTER SOFTWARE	6/2019	4183	2,500.00
126588	99-10488	ADMIRAL EXPRESS LLC	OFFICE SUPPLIES	6/2019	2040314-0	176.13
126742	99-10525	HIPOWER SYSTEMS OKLAHOMA	LLGENERATOR REPAIR	6/2019	SR1010	498.88
126368	99-10613	GORFAM MARKETING INC	NEW SHIRTS	6/2019	61687	121.00
126189	99-10655	LORI'S SWEET SINSATIONS	MEAL/COUNCIL TRNG MTG	6/2019	92	139.75
126636	99-10665	A. HOPE COMPANY dba THE BUIC	CLEAN/CHANGE AIR FILTERS	6/2019	30122	620.50
126633	99-10716	MASTERS, KYLE	MEAL REIMBURSEMENT	6/2019	6/21/19 126633	14.00
125343	99-10774	TIMOTHY CHRISTOPHER PENDLEY	PEST CONTROL	6/2019	672117	207.50
126614	99-10816	CRYSTAL CREEK LLC	MOLD REMOVAL	6/2019	2019-02-365	5,990.00
126071	99-141	LOCKE SUPPLY CO.	PLUMBING/ELECT PARTS	6/2019	37552027-00	20.75
125577	99-3286	MOTOROLA SOLUTIONS, INC	RADIO SERVICE AGREEMENT	6/2019	8230212396	8,318.73
126908	99-3327	A & W TOWING INC.	TOWED VEHICLE/PATE	6/2019	42529	65.00
126483	99-3707	O'REILLY AUTOMOTIVE INC	VEHICLE MAINTENANCE	6/2019	153-174399	110.30
126746	99-3707	O'REILLY AUTOMOTIVE INC	VEHICLE MAINTENANCE	6/2019	153-175522	302.79
127159	99-3707	O'REILLY AUTOMOTIVE INC	OIL FILTERS	6/2019	153-173920	44.89
127161	99-3707	O'REILLY AUTOMOTIVE INC	SWAY BAR LINKS	6/2019	153-174127	99.88
127164	99-3707	O'REILLY AUTOMOTIVE INC	MOTOR MOUNT	6/2019	153-174331	45.83
127172	99-3707	O'REILLY AUTOMOTIVE INC	BRAKE PARTS/NOZZLES	6/2019	153-175500	271.08
126577	99-3842	BURZIO, SHIRLEY	MILEAGE/MEAL REIMB	6/2019	6/5-6/7/19 126577	102.46
125877	99-39	WAL-MART	EQUIPMENT MAINT	6/2019	09516A 6/12/19	13.41
126065	99-39	WAL-MART	PAINT/GAS CANS/TAPE	6/2019	08046A 5/23/19	2.88
126412	99-39	WAL-MART	PAINT TAPE/WASHER FLUID	6/2019	09277 5/16/19	15.78
126490	99-39	WAL-MART	JANITORIAL SUPPLIES	6/2019	08046	136.77
126683	99-39	WAL-MART	OFFICE SUPPLIES	6/2019	09594 5/30/19	34.89
123966A	99-4047	SHOW, INC.	LAWN CLEAN-UP	6/2019	20320	40.00
124485	99-4047	SHOW, INC.	TRASH CLEAN UP	6/2019	20321	20.00
126649	99-4690	TOTAL RADIO, INC	REPAIR ANTENNA	6/2019	217000451-1	340.00
126858	99-4700	COX COMMUNICATIONS	PHONE CHARGES/JUNE	6/2019	6/6-7/5/19	767.46
126737	99-5120	T & W TIRE	FOUR TIRES	6/2019	1080019494	2,876.80
126878	99-5378	PREGLER LAWN & GARDEN, INC	BELT FOR RANGE MOWER	6/2019	137808	40.92
123697	99-6457	CRAWFORD & ASSOCIATES, PC	CONSULT/ADVISE SERIES	6/2019	12551	385.00
124110	99-6477	WEST PUBLISHING CORPORATION	WESTLAW SUBSCRIPTION	6/2019	840437955	12.60
123447	99-6575	STATE OF OKLAHOMA	OLETS MONTHLY FEE	6/2019	5/31/19 123447	350.00
126648	99-6575	STATE OF OKLAHOMA	MESSENGER USER FEE	6/2019	31-1900721	300.00
126733	99-6628	CDW GOVERNMENT, INC.	ETHERNET CABLE	6/2019	SND8860	35.71
127075	99-6671	SAPULPA AREA CHAMBER OF COM	JOINT CIVIC LUNCHEON	6/2019	6/12/19 127075	45.00

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
126876	99-68	A & M ELECTRIC, INC	SERVICE CALL/REPAIR	6/2019	6670	408.20
126879	99-7011	LOWE'S HOME CENTERS, INC.	MICROWAVE	6/2019	10821 6/18/19	122.55
126188	99-7070	MO' PIZZA RESTAURANTS, LLC	STUDY SESSION MEAL	6/2019	617192	62.99
123860	99-7216	US CELLULAR	MONTHLY CELL PHONE	6/2019	0313000473	26.32
126747	99-7957	OKLAHOMA WHOLESALE OVERHEAD	OVERHEAD DOOR SPRING	6/2019	65602	544.88
123992	99-8016	NORTHERN SAFETY COMPANY	INYEARELY MAINTENANCE	6/2019	903508965	185.00
125186	99-8074	SPECIAL OPS UNIFORMS, INC	UNIFORMS-3 OFFICERS	6/2019	788915	245.97
126738	99-8074	SPECIAL OPS UNIFORMS, INC	JACKETS/CLASS A UPDATES	6/2019	789862	256.95
126640	99-8216	HILAND DAIRY FOODS CO.LLC	MILK FOR PRISONERS	6/2019	9062109 126640	105.00
126625	99-8346	CARNER PLUMBING, INC.	PLUMING REPAIR CELL 7	6/2019	22197	222.86
126984	99-8346	CARNER PLUMBING, INC.	TOILET LEAK/CENTRAL STA	6/2019	22217	266.00
126586	99-8400	DENNIS WAYNE JACKSON	FUSE CHECK ON A/C	6/2019	1524	37.50
126732	99-8457	AIR CLEANING TECHNOLOGIES,	PLYMOVENT HOSE	6/2019	32816	500.00
126619	99-8497	APPLIED CONCEPTS	2-BATTERY HANDLES	6/2019	347646	144.00
126328	99-8564	CLAYTON, DERRICK	MEAL REIMBURSEMENT	6/2019	6/17-6/21/19	42.00
126589	99-86	CITY CLERK'S PETTY CASH	REIMBURSE PETTY CASH	6/2019	PETTY 126589	82.00
126590	99-86	CITY CLERK'S PETTY CASH	REIMBURSE PETTY CASH	6/2019	PETTY 126590	352.00
126091	99-8841	HAYES, SHAWN	MEAL REIMBURSEMENT	6/2019	6/13/19 126091	14.00
124161	99-8861	NATHAN CHADWICK	LANDSCAPING/MOWING	6/2019	4233	602.50
126739	99-8936	CONRAD FIRE EQUIPMENT, INC.	CAB LATCH FOR OLD L1	6/2019	535816	251.76
126889	99-8982	FOSTER, LESTER	GLASS FOR YUKON	6/2019	020-0984-108658129	50.50
126329	99-9100	LOWRY, JAMES	MEAL REIMBURSEMENT	6/2019	6/17-6/21/19 12632	42.00
126360	99-9158	HEDGES, JASON	MEAL REIMBURSEMENT	6/2019	6/18-6/21 126360	42.00
121394	99-9393	AIRLINK INTERNET SVCS	MONTHLY INTERNET SERVICE	6/2019	5688	3,143.69
126980	99-9643	ABC & D SERVICES OF OKLAHOMA	HIGH PRESSURE LINE	6/2019	5356	944.64
126744	99-9666	OKLAHOMA KENWORTH dba MHC	K80 FEET NYLON TUBING	6/2019	T00485600788221	40.00
126409	99-9683	GARVER, LLC	ENG. REVIEW FEES	6/2019	18038010-5	2,459.40
123456A	99-9859	VERIZON WIRELESS SERVICES	LMTHLY MOBILE-JUNE 2019	6/2019	9831791470	40.01
126741	99-9974	BOWERS OIL CO.	FUEL FOR GENERATOR	6/2019	38365	133.17
FUND TOTAL:						74,008.12

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

127162	99-10247	ATC HOLDCO	ATC FREIGHTLIN	DIAGNOSTICS/RESET CODES	6/2019	12544549	403.54
126501	99-10282	UNITED RENTALS (NORTH AMERI	PUMP RENTAL		6/2019	163331840-008	3,110.62
124808	99-10422	DESTINY SOFTWARE INC	COMPUTER SOFTWARD		6/2019	4183	2,500.00
126523	99-10488	ADMIRAL EXPRESS LLC	TWO FLASH DRIVES		6/2019	2040320-0	119.98
122992	99-10558	TECHNICAL PROGRAMMING SERV	MAILING OF UTILITY BILLS		6/2019	103974	5,223.03
126798	99-10753	CHARLIE'S TEE'S	"LOT CLOSED" SIGNS		6/2019	1118	50.00
125343	99-10774	TIMOTHY CHRISTOPHER PENDLEY	PEST CONTROL		6/2019	672117	207.50
125133	99-10830	SHAWNEE MISSION TREE SERV	TREE DEBRIS REMOVAL		6/2019	6/17-6/23 125133	25,112.50
125415	99-142	HACH CHEMICAL INC	ANNUAL SRVC & PM AGREE		6/2019	11502310	16,402.00
126706	99-1443	BRENNTAG SOUTHWEST, INC.	NONIOMIC POLYMER		6/2019	BSW110088	3,534.00
126707	99-1443	BRENNTAG SOUTHWEST, INC.	ACH		6/2019	BSW110404	15,409.20
126708	99-1443	BRENNTAG SOUTHWEST, INC.	SODIUM PERMANGANATE		6/2019	BSW110087	4,217.60
126713	99-1443	BRENNTAG SOUTHWEST, INC.	ACH		6/2019	BSW108244	15,361.60
126719	99-1443	BRENNTAG SOUTHWEST, INC.	CHLORINE		6/2019	BSW109467	5,588.10
122891	99-3593	CITY OF TULSA	METER FEES		6/2019	6/7/19 122891	1,457.46
127169	99-3707	O'REILLY AUTOMOTIVE INC	THERMO/BRK PADS/OIL FIL		6/2019	153-175247	104.46
126398	99-39	WAL-MART	AA, AAA, D BATTERIES		6/2019	2770 5/17/19	121.04

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
124288	99-3908	VERDIGRIS VALLEY ELEC COOP	SWRCE ELECTRIC	6/2019	4/30-5/31 124288	12.24
123966A	99-4047	SHOW, INC.	LAWN CLEAN-UP	6/2019	20320	40.00
123398	99-4112	ACCURATE ENVIRONMENTAL INC.	TESTING FOR DEQ PERMIT	6/2019	BF17014	365.00
126711	99-4112	ACCURATE ENVIRONMENTAL INC.	OPEDED FOR JUNE 2019	6/2019	BF06066	250.00
126720	99-4112	ACCURATE ENVIRONMENTAL INC.	LAB TESTING SUPPLIES	6/2019	SU30309	719.58
126174	99-4733	KIRBY-SMITH MACHINERY, INC	AIR BURNER T-300	6/2019	R13421	5,750.00
126721	99-4819	ODEQ	WATER LICENSE RENEWAL	6/2019	92029 HOUSTON	874.00
126799	99-4819	ODEQ	LICENSES	6/2019	93595 KELLY	230.00
127200	99-4819	ODEQ	OPERATOR/LAB LICENSE	6/2019	98471 NORRIS	644.00
127201	99-4819	ODEQ	YRLY DISCHARGE PERMIT	6/2019	19053190346	14,715.65
122991A	99-4936	WASTE MANAGEMENT OF TEXAS,	REFUSE COLLECTION SRVC	6/2019	228704/2227038	115,492.69
126521	99-6646	FASTENAL COMPANY INC	PIPE WRENCH/RECIP SAW	6/2019	OXSAP166558	153.29
125418	99-7011	LOWE'S HOME CENTERS, INC.	3-1/2 HP SUMP PUMPS	6/2019	11282 5/29/19	256.50
123860	99-7216	US CELLULAR	MONTHLY CELL PHONE	6/2019	0313000473	151.07
123870	99-7821	CREEK COUNTY RURAL WATER	#2WATER	6/2019	4/30-5/30/19 12387	85.50
127275	99-7868	WESTLAKE HARDWARE INC	4 FT FLORESCENT BULBS	6/2019	8140572	51.20
126524	99-8373	IDEXX DISTRIBUTION, INC.	COLILERT/Q TRAY COMBO	6/2019	3049067417	819.14
126586	99-8400	DENNIS WAYNE JACKSON	FUSE CHECK ON A/C	6/2019	1524	37.50
126522	99-8539	CROW BURLINGAME COMPANY	GENERATOR BATTERIES	6/2019	106-22566	85.68
127168	99-8539	CROW BURLINGAME COMPANY	FILTER/PRESSURE VALVE	6/2019	106-22751	238.00
126590	99-86	CITY CLERK'S PETTY CASH	REIMBURSE PETTY CASH	6/2019	PETTY 126590	193.29
124161	99-8861	NATHAN CHADWICK	LANDSCAPING/MOWING	6/2019	4233	602.50
126718	99-9084	SCHUERMANN ENTERPRISES,	INCTRBLSHOOT FLOW METER	6/2019	3248	844.80
123676A	99-9207	S2 ENGINEERING SERVICES,	PLCOPPER EFF EVALUATION	6/2019	06-725	960.00
123954	99-9207	S2 ENGINEERING SERVICES,	PLENGINEERING SERVICES	6/2019	06-727	5,000.00
123958	99-9207	S2 ENGINEERING SERVICES,	PLCHLORAMINATION SYSTEM	6/2019	06-726	1,345.00
126389	99-9511	SUEZ WTS ANALYTICAL INSTRUM	PREV MAINT. TOC ANALYZER	6/2019	99850449	4,239.00
126709	99-9937	VECTOR CONTROLS, LLC	FLOW METER CAL	6/2019	3020249	300.00
FUND TOTAL:						253,378.26

FUND: 29 - STORMWATER MANAGEMENT

SUMMARY REPORT

113695	99-10737	SCREENVISION DIRECT INC dba	PUBLIC EDU COMMERCIAL	6/2019	LOC-000211081	140.00
121318	99-3707	O'REILLY AUTOMOTIVE INC	MISC TRUCK PARTS	6/2019	153-174336	31.51
126227	99-4104	ODEQ	STORMWATER PERMIT	6/2019	19052470029	748.11
123860	99-7216	US CELLULAR	MONTHLY CELL PHONE	6/2019	0313000473	124.68
123695A	99-9738	JACQUELYN BROOKE KONONCHUK	STRMWTR MGMT SERVICES	6/2019	JUN-19	4,614.00
FUND TOTAL:						5,658.30

FUND: 30 - STREET & ALLEY

SUMMARY REPORT

125062	99-2959	DAVIDSON AND DAVIDSON ENTER	HOSES/HYDRAULIC LINES	6/2019	0144278-IN	60.00
127166	99-2959	DAVIDSON AND DAVIDSON ENTER	HYDRAULIC HOSE	6/2019	0144364-IN	19.98
127151	99-6646	FASTENAL COMPANY INC	9 BOLTS/ASPHALT ZIPPER	6/2019	OXSAP166298	9.20
123860	99-7216	US CELLULAR	MONTHLY CELL PHONE	6/2019	0313000473	26.32
127163	99-9572	YELLOWHOUSE MACHINERY CO	OFBELTS	6/2019	437965	162.69
127165	99-9572	YELLOWHOUSE MACHINERY CO	OFFILTERS	6/2019	438095	174.90
127171	99-9572	YELLOWHOUSE MACHINERY CO	OFHYDRO LINE/BOLTS/CLMPS	6/2019	439856	296.71
127252	99-9572	YELLOWHOUSE MACHINERY CO	OFFUEL CAP	6/2019	440104	89.49
FUND TOTAL:						839.29

FUND: 31 - CEMETERY MAINTENANCE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
127105	99-10225	CARLTON E CLINE	SIGNAGE/NORTH HEIGHTS	6/2019	1441	500.00
124134	99-10252	CECIL COX ENTERPRISES	FLATS & REPAIRS	6/2019	3044672	45.00
124955	99-3707	O'REILLY AUTOMOTIVE INC	HUSTLER MOWER PARTS	6/2019	153-175081	26.80
126558	99-3707	O'REILLY AUTOMOTIVE INC	VEHICLE PARTS	6/2019	153-176367	163.56
127102	99-4608	STEWART MARTIN INC	AC COM, AC BELT, ALT BELT	6/2019	12065S	1,348.02
127106	99-5367	SOUTHSIDE MOWERS, INC.	CHAINS FOR CHAINSAWS	6/2019	148836	103.81
126571	99-68	A & M ELECTRIC, INC	EXHAUST FAN IN BATHRMS	6/2019	6645	210.00
127108	99-9026	HALL MANUFACTURING LLC	DUST CAPS	6/2019	93552	33.87
127109	99-9577	TRACTOR SUPPLY COMPANY	HYDRO COUPLER	6/2019	515558	27.97
127110	99-9974	BOWERS OIL CO.	300 GALLONS OF GAS	6/2019	38441	581.61
FUND TOTAL:						3,040.64

FUND: 32 - HUNTING & FISHING

SUMMARY REPORT

126260	99-10160	MERRIFIELD OFFICE SOLUTIONS	RECEIPT BOOKS	6/2019	0172718-001	26.78
123878	99-10516	HINSCH MARY	CARETAKER AGREEMENT	6/2019	832859	369.50
126803	99-7719	MID-WEST PRINTING COMPANY	FISHING PERMIT BOOKS	6/2019	56885	710.00
123888	99-7876	DEWAYNE MOTE	STOCK CHANNEL CATFISH	6/2019	1448 6/10/19	1,251.00
FUND TOTAL:						2,357.28

FUND: 33 - GOLF COURSE

SUMMARY REPORT

126688	99-10832	TDR TREE SERVICE LLC	TREE DEBRIS CLEAN-UP	6/2019	40629	65,000.00
126279	99-39	WAL-MART	CONCESSION SUPPLIES	6/2019	4001 5/30/19	46.23
126286	99-5267	ACUSHNET COMPANY	BALLS, HATS & BAGS	6/2019	907643123	1,714.94
126287	99-5278	R & R PRODUCTS, INC.	BALLS, BAGS & BUCKETS	6/2019	CD2350493	54.40
123747	99-8108	AT&T ADVERTISING & PUBLISH	ADVERTISING	6/2019	6/13/19 123747	33.00
FUND TOTAL:						66,848.57

FUND: 34 - LIBRARY

SUMMARY REPORT

127033	99-10488	ADMIRAL EXPRESS LLC	OFFICE SUPPLIES	6/2019	2040318-0	583.90
126308	99-10795	JEFFRIES, KENDRA	MEAL REIMBURSEMENT	6/2019	4/23/19 126308	14.00
124051	99-4047	SHOW, INC.	RECYCLING	6/2019	20305	30.00
126318A	99-8159	WORLD BOOK INC	BOOKS/ENCYCLOPEDIAS	6/2019	1595212	399.00
127030	99-8400	DENNIS WAYNE JACKSON	LIGHT FIXTURES/REPLACE	6/2019	1502	265.00
125225	99-8511	GOODWILL INDUSTRIES OF TULS	DISCOUNT BOOKS	6/2019	100880 5/20/19	471.00
FUND TOTAL:						1,762.90

FUND: 35 - PARKS & RECREATION

SUMMARY REPORT

126816	99-10160	MERRIFIELD OFFICE SOLUTIONS	BEVERAGE HOLDER	6/2019	172670-001	104.99
127173	99-10351	THE BOYD GROUP (US) INC	BACK GLASS REPLACEMENT	6/2019	5010311869	368.60
126810	99-10488	ADMIRAL EXPRESS LLC	JANITORIAL SUPPLIES	6/2019	2038938-0	181.94
126814	99-10562	FUN EXPRESS, LLC	BAGS FOR TRIATHALON	6/2019	696804930-01	67.82
127160	99-3707	O'REILLY AUTOMOTIVE INC	FUEL FILTER	6/2019	153-173935	10.37
126664	99-39	WAL-MART	GAMES FOR SENIORS	6/2019	01366 6/6/19	149.50
126673	99-39	WAL-MART	CONCESSIONS FOR BTW	6/2019	5669 5/15	311.83
126807	99-39	WAL-MART	SUPPLIES	6/2019	01365 6/6/19	259.80
126274	99-7011	LOWE'S HOME CENTERS, INC.	SIX 4 X 4 POSTS	6/2019	01301 6/18/19	62.37

FUND: 35 - PARKS & RECREATION

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
123860	99-7216	US CELLULAR	MONTHLY CELL PHONE	6/2019	0313000473	26.32
FUND TOTAL:						1,543.54
FUND: 36 - SWIMMING POOL						SUMMARY REPORT
126268	99-10218	TA TICKET PRINTING, LLC	WRISTBANDS	6/2019	5253	103.88
126262	99-10219	JOSEPH WILLIAM NOZAK NOZAK-CONCESSION SUPPLIES		6/2019	6.20.9	292.50
126261	99-39	WAL-MART	CONCESSIONS FOR POOL	6/2019	4839 5/25/19	3,634.40
126272	99-39	WAL-MART	FIRST AID SUPPLIES	6/2019	1629 5/24/19	61.86
126264	99-7070	MO' PIZZA RESTAURANTS, LLC	PIZZA FOR CONCESSIONS	6/2019	613192	734.50
126019	99-9309	ADOLPH KIEFER & ASSOCIATES,	LIFEGUARD CHAIR	6/2019	INV838569	588.70
126265	99-9624	THE POOL STORE LLC	POOL CHEMICALS	6/2019	59357	269.70
126266	99-9977	SUNBELT POOLS, INC.	CHLORINE	6/2019	41758-1	6,130.84
126267	99-9977	SUNBELT POOLS, INC.	ACID MAGIC FOR POOL	6/2019	41757-1	673.00
FUND TOTAL:						12,489.38
FUND: 40 - FIRE CASH						SUMMARY REPORT
126726	99-10325	CARDIAC SCIENCE CORPORATION	FOUR POWERHEART AED'S	6/2019	7360098	5,580.00
FUND TOTAL:						5,580.00
FUND: 44 - MAJOR THOROFARE						SUMMARY REPORT
123869	99-2507	SIGNALTEK, INC	MAINTENANCE AGREEMENT	6/2019	15938	725.00
126170	99-2507	SIGNALTEK, INC	MISC. EMERGENCY REPAIRS	6/2019	15937A	3,369.60
126172	99-2507	SIGNALTEK, INC	TRAFFIC SIGNAL REPAIRS	6/2019	15937	758.40
126167	99-727	BARCO MUNICIPAL PRODUCTS	INNO DUMPING SIGNS	6/2019	IN-233387	180.00
122835	99-8909	DUNHAM'S ASPHALT SERVICE,	IPATCH	6/2019	252196	658.75
FUND TOTAL:						5,691.75
FUND: 46 - WATER & SEWER SALES TAX						SUMMARY REPORT
127170	99-10252	CECIL COX ENTERPRISES	TUBE 19.5 L-24	6/2019	3044736	52.00
126468	99-10560	CORE & MAIN LP	FLANGE RESETTER	6/2019	K556896	1,398.00
126471	99-10560	CORE & MAIN LP	STOCK/PVC/DRESS/SADDLE	6/2019	K624711	2,430.50
126472	99-10560	CORE & MAIN LP	RISERS, CURB STOP	6/2019	K624860	667.75
127125	99-10560	CORE & MAIN LP	THREE CLAMPS	6/2019	K709143	251.25
127167	99-3707	O'REILLY AUTOMOTIVE INC	DRAG LINK	6/2019	153-175085	209.40
126473	99-39	WAL-MART	SOAP FOR VAC TRUCK	6/2019	06278 6/4/19	13.56
126535	99-4819	ODEQ	WTR/WASTE WTR RENEW	6/2019	98115 CAIN	966.00
126536	99-4819	ODEQ	WTR/WSTE WTR HELPER	6/2019	GOODWIN 126536	46.00
123860	99-7216	US CELLULAR	MONTHLY CELL PHONE	6/2019	0313000473	99.93
124705	99-8023	EASTON SOD FARMS, INC.	SOD	6/2019	0140377	250.00
FUND TOTAL:						6,384.39
FUND: 47 - VAC/SPAY/NEUTR ESCRW FUND						SUMMARY REPORT
126605	99-8803	SPAY OKLAHOMA, INC	SPAY/NEUTER FEES	6/2019	3/27-4/17 126605	355.00
FUND TOTAL:						355.00

FUND: 48 - WATER RESOURCE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
126472	99-10560	CORE & MAIN LP	RISERS, CURB STOP	6/2019	K624860	1,312.00
126474	99-10560	CORE & MAIN LP	BRASS NIPPLE	6/2019	K705537	178.48
FUND TOTAL:						1,490.48
FUND: 57 - E-911 FUND						SUMMARY REPORT
123453	99-133	INCOG	E-911 CHARGES	6/2019	E-001435	4,492.43
FUND TOTAL:						4,492.43
FUND: 60 - GRANTS AND AID						SUMMARY REPORT
125823	99-4022	OKLAHOMA STATE UNIVERSITY	TRENCH RESCUE TECH	6/2019	072174	4,876.22
125824	99-4022	OKLAHOMA STATE UNIVERSITY	TRENCH RESCUE TECH	6/2019	072175	5,380.73
125851	99-4022	OKLAHOMA STATE UNIVERSITY	ROPE RESCUE TECHNICIAN	6/2019	072177	4,018.80
125852	99-4022	OKLAHOMA STATE UNIVERSITY	CONFINED SPACE TECH	6/2019	072178	4,685.53
FUND TOTAL:						18,961.28
FUND: 63 - SERIES 2014 STR CAP IMPR						SUMMARY REPORT
110195I	99-8254	PROFESSIONAL ENGINEERING	COENGINEERING SERVICES	6/2019	441625	13,981.44
125052	99-8254	PROFESSIONAL ENGINEERING	COENGINEERING SERVICES	6/2019	441624	6,004.88
FUND TOTAL:						19,986.32
FUND: 83 - G.O.BOND CONSTR FUND						SUMMARY REPORT
125130	99-7011	LOWE'S HOME CENTERS, INC.	FENCE FOR ANIMAL SHELTER	6/2019	93012	18,545.17
123957A	99-8855	DC BASS & SONS CONSTRUCTION	CONST OF ANIMAL SHELTER	6/2019	10 123957A	29,549.61
FUND TOTAL:						48,094.78
FUND: 85 - POLSON APPORTIONMENT FUND						SUMMARY REPORT
121399A	99-10719	POLSON PROPERTIES INC.	PROJECT COST/POLSON TIF	6/2019	JUNE 2019 121399	6,500.00
FUND TOTAL:						6,500.00
GRAND TOTAL:						539,462.71

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
6/2019	10	501-301	TRAINING & TRAVEL	202.74	
6/2019	10	502-301	TRAINING AND TRAVEL	45.00	
6/2019	10	503-201	OFFICE SUPPLIES	144.14	
6/2019	10	503-301	TRAINING AND TRAVEL	193.78	
6/2019	10	503-315	FEES & OTHER CHARGES	82.00	
6/2019	10	504-311	PROFESSIONAL SERVICES	178.15	
6/2019	10	504-315	FEES & OTHER CHARGES	308.28	
6/2019	10	504-402	FURNITURE	919.99	
6/2019	10	504-407	BOOKS	12.60	
6/2019	10	506-241	SAFETY SUPPLIES	43.72	
6/2019	10	506-312	ADVERTISING	34.14	
6/2019	10	509-201	OFFICE SUPPLIES	34.89	
6/2019	10	509-311	PROFESSIONAL SERVICES	385.00	
6/2019	10	510-201	OFFICE SUPPLIES	31.99	
6/2019	10	510-311	PROFESSIONAL SERVICES	35,270.49	
6/2019	10	511-201	OFFICE SUPPLIES	108.38	
6/2019	10	511-211	JANITORIAL SUPPLIES	372.49	
6/2019	10	511-221	FUEL AND OIL	133.17	
6/2019	10	511-260	MINOR EQUIPMENT & FURNISHINGS	35.71	
6/2019	10	511-314	UNIFORMS	256.95	
6/2019	10	511-351	MAINTENANCE-EQUIPMENT	219.16	
6/2019	10	511-352	MAINTENANCE-VEHICLES	4,546.29	
6/2019	10	511-353	MAINT-BUILDINGS & FIXTURE	2,012.64	
6/2019	10	512-201	OFFICE SUPPLIES	29.66	
6/2019	10	512-211	JANITORIAL SUPPLIES	164.79	
6/2019	10	512-214	OPERATIONAL SUPPLIES	204.92	
6/2019	10	512-301	TRAINING AND TRAVEL	168.00	
6/2019	10	512-302	DUES AND SUBSCRIPTIONS	300.00	
6/2019	10	512-314	UNIFORM CLEANING	366.97	
6/2019	10	512-321	PRISONER CARE	227.55	
6/2019	10	512-332	COMMUNICATIONS	40.01	
6/2019	10	512-351	MAINTENANCE-EQUIPMENT	9,008.73	
6/2019	10	512-352	MAINTENANCE-VEHICLES	572.29	
6/2019	10	512-353	MAINTENANCE-BUILDINGS	7,408.66	
6/2019	10	513-332	COMMUNICATIONS	26.32	
6/2019	10	513-352	MAINT - VEHICLES	4.89	
6/2019	10	515-311	PROFESSIONAL SERVICES	2,459.40	
6/2019	10	518-318	NUISANCE ABATEMENTS	15.78	
6/2019	10	590-141	CONTRACT LABOR	642.50	
6/2019	10	590-312	ADVERTISING	84.80	
6/2019	10	590-315	FEES & OTHER CHARGES	55.00	
6/2019	10	590-332	COMMUNICATIONS	3,911.15	
6/2019	10	590-351	MAINTENANCE-EQUIPMENT	2,500.00	
6/2019	10	590-353	MAINT-BUILDING & FIXTURES	245.00	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
					74,008.12
6/2019	20	523-201	OFFICE SUPPLIES	88.20	
6/2019	20	523-301	TRAINING & TRAVEL	335.09	
6/2019	20	523-311	PROFESSIONAL SERVICES	5,223.03	
6/2019	20	523-332	COMMUNICATIONS	123.96	
6/2019	20	524-212	CHEMICALS	44,110.50	
6/2019	20	524-214	OPERATIONAL SUPPLIES	5,079.62	
6/2019	20	524-302	DUES AND SUBSCRIPTIONS	874.00	
6/2019	20	524-311	PROFESSIONAL SERVICES	18,297.00	
6/2019	20	524-322	WATER PURCHASE	1,457.46	
6/2019	20	524-331	UTILITIES	12.24	
6/2019	20	524-354	MAINTENANCE-FACILITIES	1,101.30	
6/2019	20	525-214-.01	OPERATING SUPPLIES-LAB	819.14	
6/2019	20	525-231	MINOR TOOLS	153.29	
6/2019	20	525-260	MINOR EQUIPMENT & FURNISHINGS	119.98	
6/2019	20	525-311	PROFESSIONAL SERVICES	960.00	
6/2019	20	525-311D	PROF SERVICES-TESTING	365.00	
6/2019	20	525-315	FEES & OTHER CHARGES	15,359.65	
6/2019	20	525-331	UTILITIES	85.50	
6/2019	20	525-332	COMMUNICATIONS	27.11	
6/2019	20	525-341	RENTAL OF EQUIPMENT	3,110.62	
6/2019	20	525-351	MAINTENANCE-EQUIPMENT	323.68	
6/2019	20	525-352	MAINT-VEHICLES	508.00	
6/2019	20	527-141	CONTRACT LABOR	115,492.69	
6/2019	20	528-141	CONTRACT LABOR	5,000.00	
6/2019	20	590-141	CONTRACT LABOR	642.50	
6/2019	20	590-351	EQUIPMENT MAINTENANCE	2,500.00	
6/2019	20	590-353	BUILDING MAINTENANCE	296.20	
6/2019	20	591-390	CONTINGENCY NOT BUDGETED	30,912.50	253,378.26
6/2019	29	529-141	CONTRACT LABOR	4,614.00	
6/2019	29	529-242	PUBLIC EDUCATION MATERIALS	140.00	
6/2019	29	529-315	ADMINISTRATION FEES-NPDES	748.11	
6/2019	29	529-332	COMMUNICATIONS	124.68	
6/2019	29	529-351	MAINTENANCE-EQUIPMENT	31.51	5,658.30
6/2019	30	530-332	COMMUNICATIONS	26.32	
6/2019	30	530-351	MAINTENANCE-EQUIPMENT	812.97	839.29
6/2019	31	531-214	OPERATING SUPPLIES	103.81	
6/2019	31	531-221	FUEL & OIL	581.61	
6/2019	31	531-351	MAINTENANCE-EQUIPMENT	1,481.66	
6/2019	31	531-352	MAINTENANCE-VEHICLES	163.56	
6/2019	31	531-353	MAINT-BUILDINGS	210.00	
6/2019	31	531-354	MAINTENANCE-FACILITIES	500.00	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
					3,040.64
6/2019	32	532-142	PERMIT SALES COMMISSION	369.50	
6/2019	32	532-201	OFFICE SUPPLIES	26.78	
6/2019	32	532-313	PRINTING	710.00	
6/2019	32	532-405A	FISH STOCKINGS	1,251.00	2,357.28
6/2019	33	533-213	CONCESSION SUPPLY	46.23	
6/2019	33	533-215	PRO SHOP SUPPLIES	1,769.34	
6/2019	33	533-312	ADVERTISING	33.00	
6/2019	33	533-405-.01	FACILITIES -DESIGNATED	65,000.00	66,848.57
6/2019	34	534-201	OFFICE SUPPLIES	583.90	
6/2019	34	534-290	GRANT EXPENSE-OTHER	399.00	
6/2019	34	534-301B	TRAINING & TRAVEL-STATE AID	14.00	
6/2019	34	534-353	MAINT/BUILDINGS	295.00	
6/2019	34	534-407	BOOKS	471.00	1,762.90
6/2019	35	535-211	JANITORIAL SUPPLIES	181.94	
6/2019	35	535-213	CONCESSION SUPPLIES	311.83	
6/2019	35	535-243	RECREATIONAL SUPPLIES	582.11	
6/2019	35	535-332	COMMUNICATIONS	26.32	
6/2019	35	535-351	MAINTENANCE-EQUIPMENT	10.37	
6/2019	35	535-352	MAINT-VEHICLES	368.60	
6/2019	35	535-354	MAINTENANCE-FACILITIES	62.37	1,543.54
6/2019	36	536-212	CHEMICALS	7,073.54	
6/2019	36	536-213	CONCESSION SUPPLIES	4,661.40	
6/2019	36	536-241	SAFETY SUPPLIES	61.86	
6/2019	36	536-260	MINOR EQUIPMENT & FURNISHINGS	103.88	
6/2019	36	536-402	FURNITURE	588.70	12,489.38
6/2019	40	540-401	EQUIPMENT	5,580.00	5,580.00
6/2019	44	544-251	SIGN SUPPLIES	180.00	
6/2019	44	544-354	MAINTENANCE-FACILITIES	5,511.75	5,691.75
6/2019	46	1699	INVENTORY PURCHASED	3,002.00	
6/2019	46	546-302	DUES AND SUBSCRIPTIONS	1,012.00	
6/2019	46	546-332	COMMUNICATIONS	99.93	
6/2019	46	546-351	MAINTENANCE-EQUIPMENT	65.56	
6/2019	46	546-352	MAINTENANCE-VEHICLES	209.40	
6/2019	46	546-354	MAINTENANCE-FACILITIES	1,995.50	6,384.39
6/2019	47	547-315	OTHER SERVICES & CHARGES	355.00	355.00
6/2019	48	1699	INVENTORY PURCHASED	1,490.48	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
					1,490.48
6/2019	57	557-315-.01	FEES & OTHER CHARGES-WIRELESS	4,492.43	4,492.43
6/2019	60	585-301	TRAINING & TRAVEL	18,961.28	18,961.28
6/2019	63	563-311A	PROF SVCS-ENG DESIGN	13,981.44	
6/2019	63	565-311A	PROF SVCS-END (DESIGN)	6,004.88	19,986.32
6/2019	83	577-405B	FACILITIES-CONTRACT	48,094.78	48,094.78
6/2019	85	585-405	FACILITIES	6,500.00	6,500.00
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		539,462.71
			REPORT TOTAL:		539,462.71



Consent Agenda 7.B.

City Council Regular

Meeting Date: July 1, 2019

Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving pre-paid claims in the amount of \$268,461.89

Attachments

Pre-paid Claims 7/1/19

Prepaid Claims for Agenda 07/01/19
Submitted by: Hailey Sharp A/P

City:

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

AT&T monthly phone charges for June 2019- \$ 6445.89

Wright Express for City vehicles fuel & oil June 2019- \$ 25,529.56

HUB International Mid-America June 2019- \$235,613.84

BNSF Railway Compant- Permit Services- \$800.00

Total Amount \$ 268,461.89



AGENDA ITEM

Consent Agenda 7.C.

City Council Regular

Meeting Date: July 1, 2019

Submitted By: Pam Vann, Finance Director

Department: Finance

Presented By: Pam Vann

SUBJECT:

Consider approving a (1) year renewal of the lease purchase agreement with American Heritage Bank (AHB) for meter reading equipment in the amount of \$50,741.92.

BACKGROUND:

Oklahoma law requires that the City Council take affirmative action each year for a lease purchase to be renewed. The original lease was entered into on November 18, 2015, in the amount of \$325,000.00. The remaining balance is \$169,263.14 with annual lease payments of \$50,741.92. Please refer to the letter from Leslie Griffith, VP, Loan Servicing Manager, AHB.

RECOMMENDATION:

Staff recommends that the Mayor and City Councilors approve the renewal.

Fiscal Impact

Amount: \$50,741.92

To be paid from: Water Resources Fund

Account number: 48-548-501

Attachments

AHB Letter

Lease Purchase for Meter Reading Equipment



AMERICAN HERITAGE BANK

Member FDIC

American Heritage Bank
P O Box 1408
Sapulpa OK 74057-1408

May 16, 2019

CITY OF SAPULPA
ATTN: MAYOR OF TOWN
PO BOX 1130
SAPULPA OK 74067-1130

Subject: Agenda item for renewal of lease-purchase

Oklahoma law now requires City Councils to take affirmative action each year for a lease purchase to be renewed.

At the first meeting in July, the City should consider and take action on a motion approving the renewal of the following lease purchase(s) with American Heritage Bank, or assigned to American Heritage Bank, for the fiscal year ending June 30, 2019.

RE: #2015174087 168,976.09

Sincerely,

Leslie Griffith, VP
Loan Servicing Manager

ATTACHED:

RE: #2015174087 168,976.09

AMERICAN HERITAGE BANK FOR THE PURPOSES OF THE LEASE PURCHASE...
AMERICAN HERITAGE BANK FOR THE PURPOSES OF THE LEASE PURCHASE...
AMERICAN HERITAGE BANK FOR THE PURPOSES OF THE LEASE PURCHASE...

LEASE WITH PURCHASE OPTION FOR EQUIPMENT

This agreement is made on this 18th day of November 2015 by and between the City of Sapulpa, designated throughout this agreement as the Lessee, and American Heritage Bank of Sapulpa, Oklahoma, designated throughout this agreement as the Lessor.

I. EQUIPMENT

Subject to the terms and conditions set forth in this agreement, the Lessor leases to the Lessee the following described Equipment, all of which shall be designated throughout this instrument as the "Equipment":

DESCRIPTION	QUANTITY	UNIT PRICE	LEASE PRICE
5/8" Meters Pre-Equipped with Transmitter Devices to Permit Drive By Reads for the Utility Collections Department	1,135	\$173.36	\$196,763.60
5/8" Transmitter Devices to Install meters for Drive By Bulling Reads	1,033	\$128.625	\$132,869.63
Orion Mobile Reading System Panasonic Toughbook	1	\$10,501.56	\$10,501.56
Trimble Ranger Handheld W/Orion CE Receiver	2	\$4,433.63	\$8,867.26
Orion Read Center Analytics Plus <10,000	1	\$5,442.15	\$5,442.15

II. PAYMENT ON LEASE INSTALLMENTS

In consideration of the agreement by the Lessor to lease the Equipment, Lessee shall pay \$12,685.48 Quarterly beginning January 2nd of 2016 during the term of the agreement or any renewal of the agreement or in accordance with the repayment schedule, which is attached to this

instrument and which is incorporated by reference. No payment shall be made by the Lessee under the terms of this agreement unless the Equipment shall have been received by the Lessor.

III. LEASE TERM

Section 3.01. Term of Agreement This Agreement shall be effective upon approval by the City Commission of the lessee and execution hereof by both parties, and shall remain in effect until, and thereafter, upon mutual ratification, until June 30th 2023 , unless earlier terminated pursuant to the provisions of Section 3.02, below.

Section 3.02. Termination of Term. This Agreement will terminate upon the earliest of any of the following events:

(a) the failure of the City Commission of Lessee to ratify the Agreement pursuant to the provisions of Section 3.03, below;

(b) Lessee's purchase of the Equipment under the provisions of Article V. of this Agreement;

(c) a default by lessee and Lessor's election to terminate this Agreement under Article IX; or

(d) the payment by Lessee of all Rental Payments and all other sums required to be paid by Lessee hereunder.

Section 3.03. Ratification of Agreement. The Term of this Agreement will extend beyond the Lessee's present fiscal year and any subsequent fiscal years only if mutually ratified by the Lessee

and Lessor for each subsequent fiscal year in accordance with the provisions of 62 O.S. 1991, Section 430.1 and 70 O.S. 1991 Section 5-117, as amended or supplemented. All rights afford under 70 O.S. 1991, Section 5-117B of Oklahoma Law are incorporated into this Agreement by reference. Lessor agrees that unless Lessee's City Commission votes to ratify this Agreement for the next ensuing fiscal year at its first regular July meeting, then such non-action of the City Commission of Lessee shall be construed as nonrenewal of the Agreement. The Lessor hereby ratifies the continuation of this Agreement through June 30th 2023.

IV. POSSESSION OF EQUIPMENT

The equipment is and shall at all times during the term of the lease and any renewal term remain the sole property of the Lessor and Lessee shall not have nor acquire any right, title or interest in the Equipment except by exercise of the Lessee's option to purchase as set forth below.

V. OPTION TO PURCHASE

At any time during the term of the lease, the Lessee, at its sole and exclusive option, may purchase the Equipment during any renewal term, for the amount indicated on the amortization schedule. Further, if Lessee has made all payments required by this lease and complied with all its terms, Lessee may purchase the Equipment at the end of the lease for the sum of One Dollar (\$1.00). The Lessee will give written notice of the election to exercise the option to purchase to the Lessor. Full payment shall be due and payable within thirty (30) days thereafter.

VI. REPAIRS AND MAINTENANCE

The Lessee shall maintain the Equipment in good working order and shall make all necessary adjustments and repairs, all at the expense of the Lessee. In the event of default of this Lease Agreement by Lessee, the equipment shall be returned to the Lessor in as good a condition as when received, reasonable wear and tear expected. If, upon its return, the Equipment is not in such good condition, the Lessor may repair it and the Lessee shall pay the reasonable cost of any such repairs.

VII. INSURANCE

The Lessee shall obtain and maintain full coverage insurance covering the Equipment from the time the Equipment is delivered until this lease is terminated. This insurance shall be in a form acceptable to the Lessor and shall hold the Lessor and its agents harmless from all damages to property and injuries and death to persons arising out of the use, possession or transportation of said equipment. The Lessee shall provide the Lessor with written notice at least forty-five (45) days prior to any change in the insurance required under the terms of this paragraph.

VIII. NONSUBSTITUTION

To the extent permitted by law, Lessee agrees that if this agreement is terminated prior to its final renewal option date Lessee will not purchase, lease or rent any property performing functions similar to those performed by the property being purchased by this contract unless property disposed of by Lessor including disposition costs is sufficient to pay Lessor in full for their applicable purchase price. This shall remain in full force and effect notwithstanding the termination of this Agreement.

IX. DEFAULT

If the Lessee shall fail to make payment when due, shall attempt to sell or encumber the Equipment or shall fail to comply with any other provision of this lease agreement, the lease agreement shall there upon terminate. Lessee agrees to surrender the Equipment to Lessor upon demand and Lessor may enter upon the building or place where the Equipment is located and take possession thereof without notice to the Lessee.

X. ENTIRE AGREEMENT OF THE PARTIES AND SEVERABILITY

Except as otherwise provided in the above terms and conditions, this lease constitutes the entire agreement of the parties. This agreement may not be modified or terminated except as provided in the above terms and conditions or by written agreement of the Lessor and the Lessee. If any provisions of this agreement shall be determined to be invalid, it shall be considered as deleted from this agreement and no remaining provision of the agreement shall be deemed invalid.

XI. CHOICE OF LAW

This lease shall be governed in all respects by the laws of the State of Oklahoma. In the event any litigation shall occur concerning the terms and conditions of this lease or the right and duties of the parties, the parties agree that any such suit shall be maintained in the District Court in and for Creek County, State of Oklahoma.

For the Lessee, City of Sapulpa:
BY: [Signature]
Reg Green, Mayor

Attest:
Shirley Duviz, City Clerk
12-7-2015

For the Lessor, The American Heritage Bank
Sapulpa, Oklahoma:
BY: [Signature]



TERM	84 months		BEGINNING BALANCE				\$ 325,000.00		
BEG. DATE		11/18/15							
DATE	RATE	INT P/D	# DAYS	PMT	ACCRUED INTEREST	INTEREST PAID	UNPAID INT DUE	PRINCIPAL PAYMENT	NOTE BALANCE
1/2/2016	2.550%	23.02	45	\$ 12,685.48	\$ 1,035.94	\$ 1,035.94	\$ -	\$ 11,649.54	\$ 313,350.46
4/2/2016	2.550%	22.20	91	\$ 12,685.48	\$ 2,019.80	\$ 2,019.80	\$ -	\$ 10,665.68	\$ 302,684.78
7/2/2016	2.550%	21.44	91	\$ 12,685.48	\$ 1,951.06	\$ 1,951.06	\$ -	\$ 10,734.42	\$ 291,950.36
10/2/2016	2.550%	20.68	92	\$ 12,685.48	\$ 1,902.54	\$ 1,902.54	\$ -	\$ 10,782.94	\$ 281,167.42
1/2/2017	2.550%	19.92	92	\$ 12,685.48	\$ 1,832.27	\$ 1,832.27	\$ -	\$ 10,853.21	\$ 270,314.22
4/2/2017	2.550%	19.15	90	\$ 12,685.48	\$ 1,723.25	\$ 1,723.25	\$ -	\$ 10,962.23	\$ 259,351.99
7/2/2017	2.550%	18.37	91	\$ 12,685.48	\$ 1,671.74	\$ 1,671.74	\$ -	\$ 11,013.74	\$ 248,338.25
10/2/2017	2.550%	17.59	92	\$ 12,685.48	\$ 1,618.34	\$ 1,618.34	\$ -	\$ 11,067.14	\$ 237,271.11
1/2/2018	2.550%	16.81	92	\$ 12,685.48	\$ 1,546.22	\$ 1,546.22	\$ -	\$ 11,139.26	\$ 226,131.84
4/2/2018	2.550%	16.02	90	\$ 12,685.48	\$ 1,441.59	\$ 1,441.59	\$ -	\$ 11,243.89	\$ 214,887.95
7/2/2018	2.550%	15.22	91	\$ 12,685.48	\$ 1,385.13	\$ 1,385.13	\$ -	\$ 11,300.35	\$ 203,587.61
10/2/2018	2.550%	14.42	92	\$ 12,685.48	\$ 1,326.71	\$ 1,326.71	\$ -	\$ 11,358.77	\$ 192,228.84
1/2/2019	2.550%	13.62	92	\$ 12,685.48	\$ 1,252.69	\$ 1,252.69	\$ -	\$ 11,432.79	\$ 180,796.05
4/2/2019	2.550%	12.81	90	\$ 12,685.48	\$ 1,152.57	\$ 1,152.57	\$ -	\$ 11,532.91	\$ 169,263.14
7/2/2019	2.550%	11.99	91	\$ 12,685.48	\$ 1,091.04	\$ 1,091.04	\$ -	\$ 11,594.44	\$ 157,668.71
10/2/2019	2.550%	11.17	92	\$ 12,685.48	\$ 1,027.47	\$ 1,027.47	\$ -	\$ 11,658.01	\$ 146,010.70
1/2/2020	2.550%	10.34	92	\$ 12,685.48	\$ 951.50	\$ 951.50	\$ -	\$ 11,733.98	\$ 134,276.72
4/2/2020	2.550%	9.51	91	\$ 12,685.48	\$ 865.53	\$ 865.53	\$ -	\$ 11,819.95	\$ 122,456.77
7/2/2020	2.550%	8.67	91	\$ 12,685.48	\$ 789.34	\$ 789.34	\$ -	\$ 11,896.14	\$ 110,560.62
10/2/2020	2.550%	7.83	92	\$ 12,685.48	\$ 720.49	\$ 720.49	\$ -	\$ 11,964.99	\$ 98,595.63
1/2/2021	2.550%	6.98	92	\$ 12,685.48	\$ 642.51	\$ 642.51	\$ -	\$ 12,042.97	\$ 86,552.67
4/2/2021	2.550%	6.13	90	\$ 12,685.48	\$ 551.77	\$ 551.77	\$ -	\$ 12,133.71	\$ 74,418.96
7/2/2021	2.550%	5.27	91	\$ 12,685.48	\$ 479.69	\$ 479.69	\$ -	\$ 12,205.79	\$ 62,213.17
10/2/2021	2.550%	4.41	92	\$ 12,685.48	\$ 405.42	\$ 405.42	\$ -	\$ 12,280.06	\$ 49,933.11
1/2/2022	2.550%	3.54	92	\$ 12,685.48	\$ 325.40	\$ 325.40	\$ -	\$ 12,360.08	\$ 37,573.03
4/2/2022	2.550%	2.66	90	\$ 12,685.48	\$ 239.53	\$ 239.53	\$ -	\$ 12,445.95	\$ 25,127.08
7/2/2022	2.550%	1.78	91	\$ 12,685.48	\$ 161.96	\$ 161.96	\$ -	\$ 12,523.52	\$ 12,603.56
10/2/2022	2.550%	0.89	92	\$ 12,685.70	\$ 82.13	\$ 82.13	\$ -	\$ 12,603.57	\$ (0.00)



AGENDA ITEM

Consent Agenda 7.D.

City Council Regular

Meeting Date: July 1, 2019

Submitted By: Pam Vann, Finance Director

Department: Finance

Presented By: Pam Vann

SUBJECT:

Consider approving a (1) year renewal of the lease purchase agreement with American Heritage Bank (AHB) for 50 Yamaha Golf Carts in the amount of \$46,784.36.

BACKGROUND:

Oklahoma law requires that the City Council take affirmative action each year for a lease purchase to be renewed. The original lease was entered into on November 5, 2018, in the amount of \$175,000.00. The remaining balance is \$143,129.85 with annual lease payments of \$46,784.36.

RECOMMENDATION:

Staff recommends that the Mayor and City Councilors approve the renewal.

Fiscal Impact

Amount: \$46,784.36

To be paid from: Capital Improvement Fund

Account number: 45-533-501C

Attachments

Lease Purchase Agreement for Golf Carts

LEASE WITH PURCHASE OPTION FOR EQUIPMENT

This agreement is made on this 5th day of November 2018 by and between City of Sapulpa, designated throughout this agreement as the Lessee, and American Heritage Bank ISAOA, Oklahoma, designated throughout this agreement as the Lessor.

I. EQUIPMENT

Subject to the terms and conditions set forth in this agreement, the Lessor leases to the Lessee the following described Equipment, all of which shall be designated throughout this instrument as the "Equipment":

DESCRIPTION	QUANTITY	UNIT PRICE	LEASE PRICE
Yamaha Golf Carts and all related equipment (see exhibit A)	50	\$175,000.00	\$175,000.00

II. PAYMENT ON LEASE INSTALLMENTS

In consideration of the agreement by the Lessor to lease the Equipment, Lessee shall pay see \$11,696.09 beginning December 1st, 2018 during the term of the agreement or any renewal of the agreement or in accordance with the repayment schedule, which is attached to this instrument and which is incorporated by reference. No payment shall be made by the Lessee under the terms of this agreement unless the Equipment shall have been received by the Lessor.

III. LINE OF CREDIT

This note evidences a straight line of credit. Once the total amount of principal has been advanced, lessee is not entitled to further advances. Lessee agrees to be liable for all sums: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any lessee accounts with lender. The unpaid principal balance owing on this lease agreement at any time may

be evidenced by endorsements on this lease agreement or by lessors internal records, including daily computer print-outs.

III. LEASE TERM

Section 3.01. Term of Agreement This Agreement shall be effective upon approval by the City Council of the lessee and execution hereof by both parties, and shall remain in effect until 6/30/2019, and thereafter, upon mutual ratification, until 8/12/2022, unless earlier terminated pursuant to the provisions of Section 3.02, below.

Section 3.02. Termination of Term. This Agreement will terminate upon the earliest of any of the following events:

(a) the failure of the City Council of Lessee to ratify the Agreement pursuant to the provisions of Section 3.03, below;

(b) Lessee's purchase of the Equipment under the provisions of Article V. of this Agreement;

(c) a default by lessee and Lessor's election to terminate this Agreement under Article IX; or

(d) the payment by Lessee of all Rental Payments and all other sums required to be paid by Lessee hereunder.

Section 3.03. Ratification of Agreement. The Term of this Agreement will extend beyond the Lessee's present fiscal year and any subsequent fiscal years only if mutually ratified by the Lessee and Lessor for each subsequent fiscal year in accordance with the provisions of 62 O.S. 1991, Section 430.1 and 70 O.S. 1991 Section 5-117, as amended or supplemented. All rights afford

under 70 O.S. 1991, Section 5-117B of Oklahoma Law are incorporated into this Agreement by reference. Lessor agrees that unless Lessee's City Council votes to ratify this Agreement for the next ensuing fiscal year at its first regular July meeting, then such non-action of the Board of Education of Lessee shall be construed as nonrenewal of the Agreement. The Lessor hereby ratifies the continuation of this Agreement through 8/12/2022.

IV. POSSESSION OF EQUIPMENT

The equipment is and shall at all times during the term of the lease and any renewal term remain the sole property of the Lessor and Lessee shall not have nor acquire any right, title or interest in the Equipment except by exercise of the Lessee's option to purchase as set forth below.

V. OPTION TO PURCHASE

At any time during the term of the lease, the Lessee, at its sole and exclusive option, may purchase the Equipment during any renewal term, for the amount indicated on the amortization schedule. Further, if Lessee has made all payments required by this lease and complied with all its terms, Lessee may purchase the Equipment at the end of the lease for the sum of One Dollar (\$1.00). The Lessee will give written notice of the election to exercise the option to purchase to the Lessor. Full payment shall be due and payable within thirty (30) days thereafter. The transfer of title from Lessor to Lessee will occur when payment in full, as spelled out above, has been received by the Lessor.

VI. REPAIRS AND MAINTENANCE

The Lessee shall maintain the Equipment in good working order and shall make all necessary adjustments and repairs, all at the expense of the Lessee. In the event of default of this Lease Agreement by Lessee, the equipment shall be returned to the Lessor in as good a condition as when received, reasonable wear and tear expected. If, upon its return, the Equipment is not in such good condition, the Lessor may repair it and the Lessee shall pay the reasonable cost of any such repairs.

VII. INSURANCE

The Lessee shall obtain and maintain full coverage insurance covering the Equipment from the time the Equipment is delivered until this lease is terminated. This insurance shall be in a form acceptable to the Lessor and shall hold the Lessor and its agents harmless from all damages to property and injuries and death to persons arising out of the use, possession or transportation of said equipment. The Lessee shall provide the Lessor with written notice at least forty-five (45) days prior to any change in the insurance required under the terms of this paragraph. The Lessee will have Lessor added as an "Additional Secured" and "Loss Payee" to existing insurance policy and furnish policy to Lessor within ten (10) days from date of closing. Lessee will be required to furnish Lessor with insurance policy at time of insurance policy renewal.

VIII. NONSUBSTITUTION

To the extent permitted by law, Lessee agrees that if this agreement is terminated prior to its final renewal option date Lessee will not purchase, lease or rent any property performing functions similar to those performed by the property being purchased by this contract unless property disposed of by Lessor including disposition costs is sufficient to pay Lessor in full for their applicable purchase price. This shall remain in full force and effect notwithstanding the termination of this Agreement.

IX. DEFAULT

If the Lessee shall fail to make payment when due, shall attempt to sell or encumber the Equipment or shall fail to comply with any other provision of this lease agreement, the lease agreement shall there upon terminate. Lessee agrees to surrender the Equipment to Lessor upon demand and Lessor may enter upon the building or place where the Equipment is located and take possession thereof without notice to the Lessee.

X. ENTIRE AGREEMENT OF THE PARTIES AND SEVERABILITY

Except as otherwise provided in the above terms and conditions, this lease constitutes the entire agreement of the parties. This agreement may not be modified or terminated except as

provided in the above terms and conditions or by written agreement of the Lessor and the Lessee. If any provisions of this agreement shall be determined to be invalid, it shall be considered as deleted from this agreement and no remaining provision of the agreement shall be deemed invalid.

XI. CHOICE OF LAW

This lease shall be governed in all respects by the laws of the State of Oklahoma. In the event any litigation shall occur concerning the terms and conditions of this lease or the right and duties of the parties, the parties agree that any such suit shall be maintained in the District Court in and for Creek County, State of Oklahoma.

For the Lessee, City of Sapulpa:

BY: _____

For the Lessor, American Heritage Bank:

BY: _____

Schedule A

Lease Payments

<u>Event</u>	<u>Date</u>	<u>Amount</u>
Loan	11/05/2018	\$175,000.00
*Lease Payment No. 1 to No.15	12/01/2018	\$11,696.09
Lease Payment No. 16	8/12/2022	\$11,696.09

*payments begin 12/01/2018, every 90 days thereafter

Projects

EVENT	Project Cost
Project No. 1 Yamaha Golf Carts (50) and all related equipment (Exhibit B)	\$175,000.00
	TOTAL \$175,000.00

DATE: 10/11/18
 PREPARED FOR: SAPULPA GOLF CARTS
 RATE: 03.500000% PAYMENT: 11,696.09 TERM: 160

American Heritage Bank

PAGE: 1

DATE	NUMBER	INTEREST	PRINCIPAL	C/L	A/H	UN EMP	PAYMENT	TOTAL	BALANCE
12/01/18	1	442.36	11,253.73	.00	.00	.00	11,696.09	11,696.09	163,746.27
CALENDAR YEAR 2018		442.36	11,253.73	.00	.00	.00	11,696.09	11,696.09	
3/01/19	2	1,432.78	10,283.31	.00	.00	.00	11,696.09	11,696.09	143,129.85
8/28/19	3	1,252.39	10,443.70	.00	.00	.00	11,696.09	11,696.09	132,686.15
11/26/19	4	1,151.00	10,535.09	.00	.00	.00	11,696.09	11,696.09	122,151.05
2/24/20	5	1,068.82	10,627.27	.00	.00	.00	11,696.09	11,696.09	111,523.79
5/24/20	6	975.83	10,720.26	.00	.00	.00	11,696.09	11,696.09	100,803.53
8/22/20	7	882.03	10,814.06	.00	.00	.00	11,696.09	11,696.09	89,989.47
11/20/20	8	787.41	10,908.68	.00	.00	.00	11,696.09	11,696.09	79,080.42
2/18/21	9	691.96	11,004.13	.00	.00	.00	11,696.09	11,696.09	68,076.60
5/19/21	10	598.67	11,100.42	.00	.00	.00	11,696.09	11,696.09	56,778.49
8/17/21	11	508.34	11,197.55	.00	.00	.00	11,696.09	11,696.09	45,278.49
11/15/21	12	420.39	11,284.30	.00	.00	.00	11,696.09	11,696.09	33,483.75
2/13/22	13	334.03	11,369.70	.00	.00	.00	11,696.09	11,696.09	21,488.80
5/14/22	14	250.43	11,454.74	.00	.00	.00	11,696.09	11,696.09	9,594.74
8/12/22	15	161.49	11,539.27	.00	.00	.00	11,696.09	11,696.09	
CALENDAR YEAR 2022		11,695.18	163,746.27	.00	.00	.00		175,441.45	
GRAND TOTAL		12,137.54	175,000.00	.00	.00	.00		187,137.54	



AGENDA ITEM

Consent Agenda 7.E.

City Council Regular

Meeting Date: July 1, 2019

Submitted For: David Widdoes, City Attorney

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: David Widdoes

SUBJECT:

Consider approving a Resolution Authorizing participation in the OMAG Recognition Program for the Fiscal Year 2018/2019.

BACKGROUND:

The OMAG Recognition Program seeks to strengthen municipal governance and reduce claims through education and self-assessment and is available to members with active coverage through the OMAG Municipal Liability Protection Plan. To gain OMAG Recognition governing bodies must certify through official action once during each fiscal year each governing body member received OMAG prescribed training and reviewed their governing body handbook.

RECOMMENDATION:

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

Attachments

Resolution

RESOLUTION NUMBER _____

**A RESOLUTION AUTHORIZING PARTICIPATION IN THE OMAG
RECOGNITION PROGRAM FOR FISCAL YEAR 2018/2019.**

WHEREAS, the City of Sapulpa believes the best run municipalities have fewer liability claims and the claims they have place fewer demands on municipal resources; and

WHEREAS, City has executed the inter-local agreement forming OMAG (the Oklahoma Municipal Assurance Group); and

WHEREAS, OMAG is City's provider of insurance and risk management solutions; and

WHEREAS, OMAG has established a program to recognize member municipalities which have committed themselves to obtaining training above and beyond the legally required training and which have taken certain actions which show that the member is committed to operating under certain best practice recommendations; and

WHEREAS, during the current fiscal year:

1. Each required member of the governing body received, in person, the training required for participation in the OMAG recognition program, including specifically an in-house training program developed by the City staff that provides training in regard to important council issues, including but not limited to the Open Meeting Act and the role of elected officials; and
2. Each member of the governing body has reviewed and been provided a copy of the updated City of Sapulpa City Council Handbook, to review the best practice recommendations from OMAG; the City of Sapulpa has committed to annual updates to its handbook as well as an orientation with all newly elected members; and
3. Each required member of the governing body completed the OMAG recommended Stability Test and the results of the test were reviewed by the governing body to self-audit its performance, with a discussion of areas of improvement that would provide greater stability and performance by the City in the future; and
4. The governing body reviewed the Declarations and Explanation of Coverage page for its liability policy with OMAG; and

WHEREAS, due to the above actions by the governing body and its members, the City is now eligible to participate in the OMAG Recognition program effective as of the 25th day of June, 2019.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT THE CITY REQUESTS THAT IT BE CONSIDERED FOR PARTICIPATION IN THE OMAG RECOGNITION PROGRAM.

PASSED AND ADOPTED in regular session this ____ day of _____, 2019, in compliance with the Open Meeting Act, 25 O.S. §§ 301- 314 (2001).

Reg Green, Mayor

ATTEST:

APPROVED AS TO FORM:

Shirley Burzio, City Clerk

David R. Widdoes, City Attorney



AGENDA ITEM

Community Development 9.A.

City Council Regular

Meeting Date: July 1, 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 Zoning Ordinance of the City of Sapulpa; Changing the Zone and District of property located 815 South Park Street, City of Sapulpa, Creek County, State of Oklahoma, from RS-3 (Residential Single Family High Density) to CG (Commercial General), per SAZ-953; and directing the City Clerk to show each change upon the Official Zoning Map; Repealing all Ordinance or parts of Ordinances in conflict herewith providing for severability and declaring an emergency.

BACKGROUND:

The subject property is located at 815 South Park Street. The applicant would like to split the lot (per SLS-1103) and combine with an existing Commercial lot. The proposed use at this time is unknown. The property was previously an automotive use. The applicant understands that is to be no parking on anything other than a dust free all-weather surface. He is also aware that if an expansion of the building or parking area occurs, the building must be brought up to the "Corridor Design Criteria" standards and will require a flood development permit.

RECOMMENDATION:

The Sapulpa Metropolitan Area Planning Commission met on June 25, 2019, and voted unanimously to recommend approval to City Council. Staff concurs with this recommendation.

Attachments

SMAPC case report

Case Maps and Photos

Ordinance



SAPULPA METROPOLITAN PLANNING COMMISSION (SMAPC)
June 25, 2019

FILE: SAZ-953 | Rezoning
OWNERS: Chad Lafevers
ADDRESS: 815 South Park Street
PARCEL: 1000-00-118-000-0-050-00
STR: Section 35, Township 18 North, Range 11 East
LEGAL: A part of Lot Four (4), Block One Hundred Eighteen (118), In the Original Town now City of Sapulpa, Creek County, State of Oklahoma, according to the recorded plat thereof, more particularly described as follows: Commencing at the Southwest corner of said Lot 4, Block 118, Thence North 88°53'20" East along the South line of Lot 4 a distance of 104.83 feet to the Point of Beginning; Thence North 01°07'03" West 100.00 feet to a point on the North line of Lot 4; Thence North 88°53'20" East 54.67 feet to the Northeast corner of Lot 4; Thence South 01°07'03" East along the East line a distance of 100.00 to the Southeast corner thereof; Thence South 88°53'20" West along the South line of Lot 4 a distance of 54.67 feet to the Point of Beginning.
LOT SIZE: 21,4174.4 square feet more or less (once combined with Lot 5)
ZONING: RS-3 Residential Single Family
EXISTING USE: Vacant
APPLICANT: Chad Lafevers
CC WARD: Ward #1 Mr. Wes Galloway
PREPARED BY: Nikki Howard – Urban Development Director

REQUEST:

The applicant requests to rezone the subject property from Residential Single-Family (RS-3) to Commercial General (CG).

APPLICABLE STATE AND MUNICIPAL CODE SECTIONS:

City of Sapulpa Zoning Code, Chapter 6, Commercial.

BACKGROUND: The subject property is located at 815 South Park Street. The applicant would like to split the lot (per SLS-1103) and combine with an existing Commercial lot. The proposed use at this time is unknown. The property was previously an automotive use. The applicant understands that is to be no parking on anything other than a dust free all-weather surface. He is also aware that if an expansion of the building or parking area occurs, the building must be brought up to the “Corridor Design Criteria” standards and will require a flood development permit.

SURROUNDING LAND USE AND ZONING:

North:	RS-3 Residential Single Family
East:	CG Commercial General
South:	State Highway 117
West:	CS Commercial Shopping.

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

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

Flood Zone: The entire subject property is located within a flood zone.

PUBLIC COMMENTS:

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

STAFF RECOMMENDATION:

Recommended motion for SMAPC:

Staff is recommending **APPROVAL** of the application.

ATTACHMENTS:

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

SAZ-953

Chad LaFever
209 E Taft Ave
Sapulpa, OK 74066

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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.

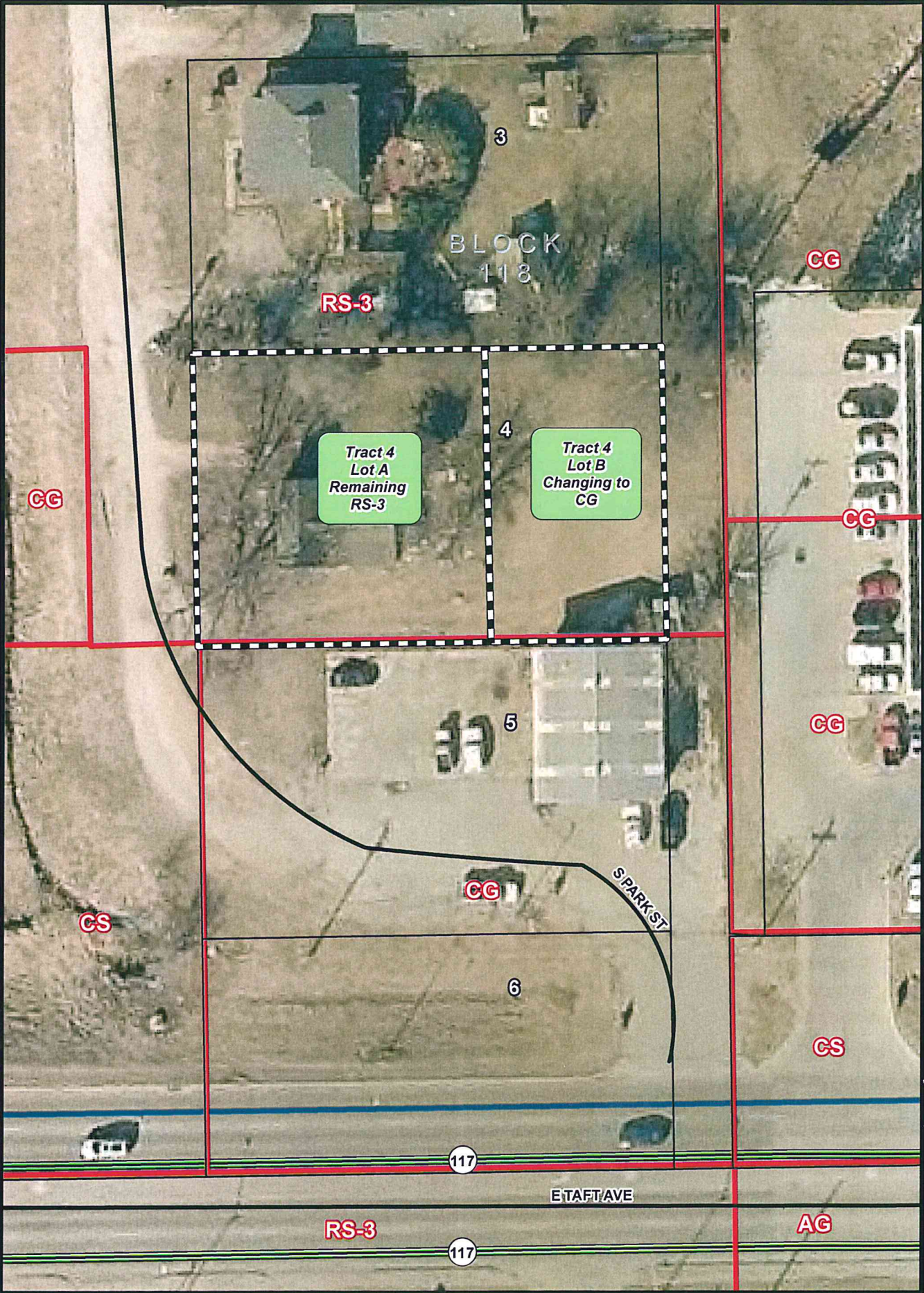
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Legend

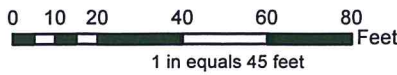
- Zoning
- Subject Property
- Parcels
- Highways
- Roads & Streets
- Railroads



Property Description

Property located on Lots 4-5,
Block 118, O.T. Sapulpa, Sapulpa,
Creek County, Oklahoma

E-911: 209 E Taft Ave, Sapulpa, OK (Remaining RS-3 Tract)
815 S Park St, Sapulpa, OK (Combining CG Tracts)



Map Prepared by:
City of Sapulpa
Date: 5/2/2019

Source Data:
Creek County Assessors
City of Sapulpa, INCOG



SAZ-953

Chad LaFever
209 E Taft Ave
Sapulpa, OK 74066

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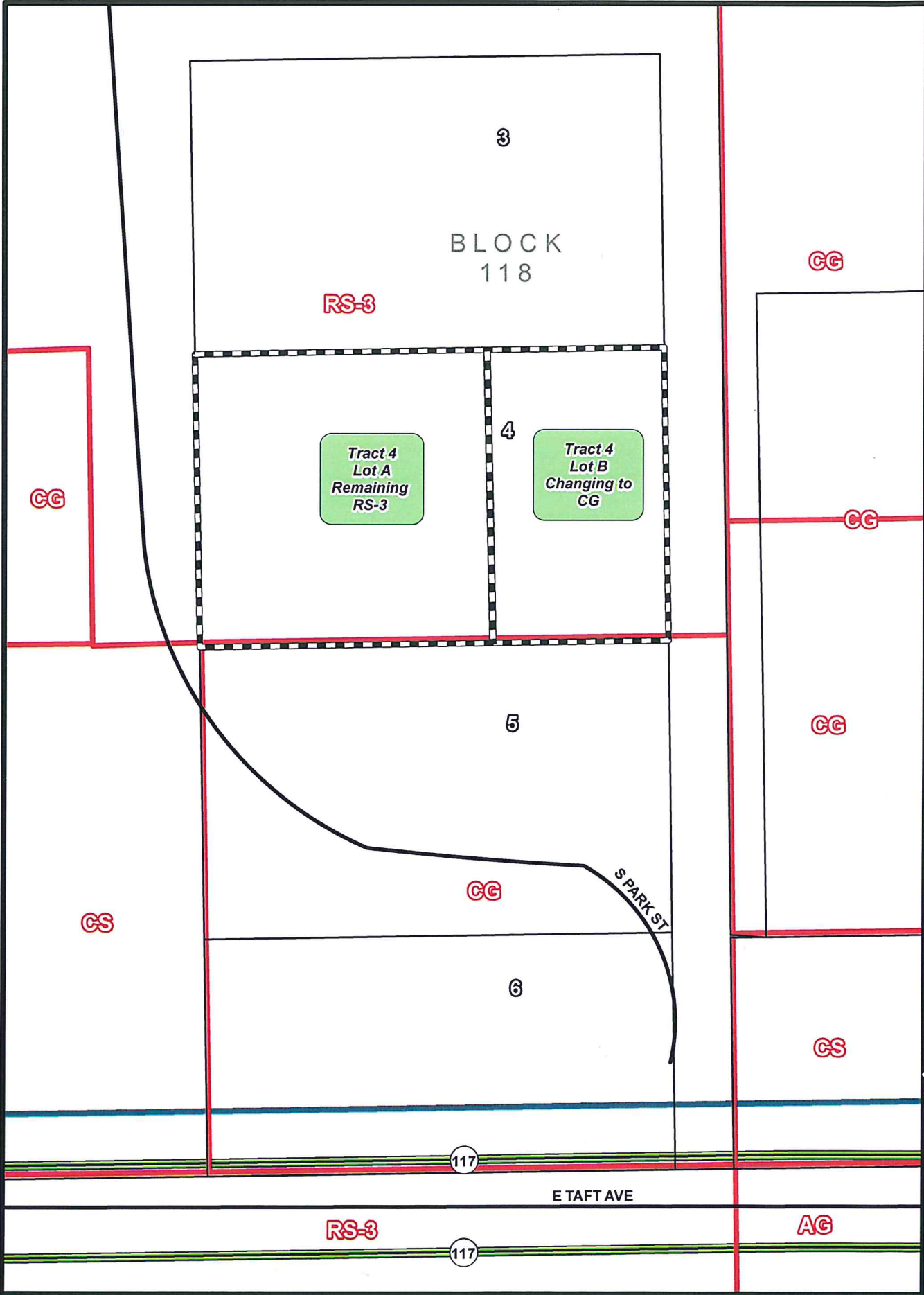
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Independent verification of all data contained herein should be obtained by any user of these map products, or the underlying data. The City disclaims, and shall not be held liable for, any and all damage, loss, or liability, whether direct, indirect,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

Legend

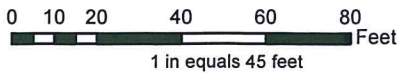
- Zoning
- Subject Property
- Parcels
- Highways
- Roads & Streets
- Railroads



Property Description

Property located on Lots 4-5,
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Creek County, Oklahoma

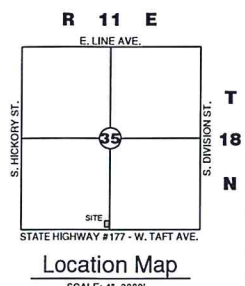
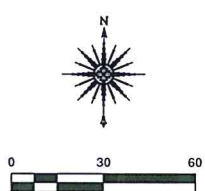
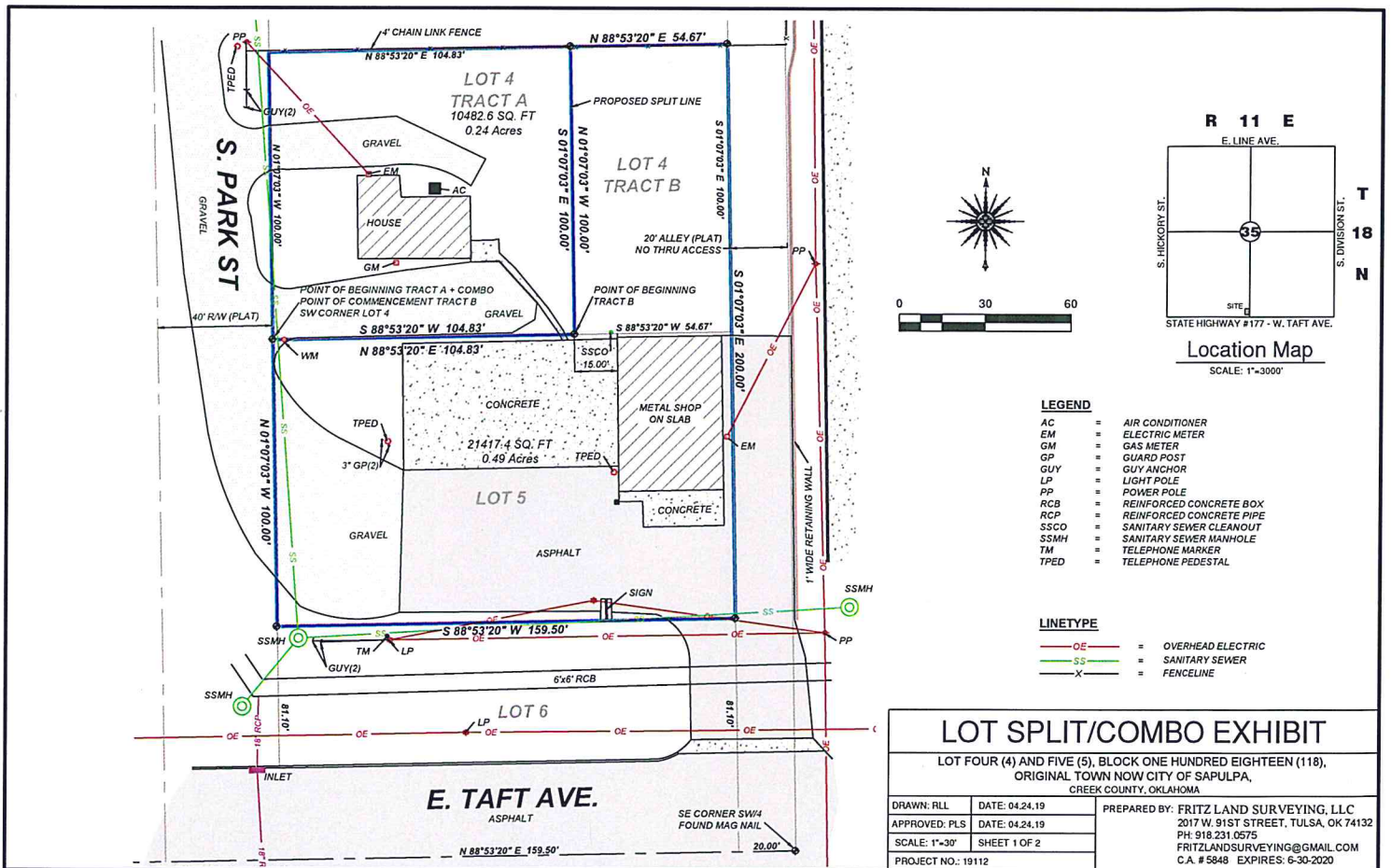
E-911: 209 E Taft Ave, Sapulpa, OK (Remaining RS-3 Tract)
815 S Park St, Sapulpa, OK (Combining CG Tracts)



Map Prepared by:
City of Sapulpa
Date: 5/2/2019

Source Data:
Creek County Assessors
City of Sapulpa, INCOG





- LEGEND**
- AC = AIR CONDITIONER
 - EM = ELECTRIC METER
 - GM = GAS METER
 - GP = GUARD POST
 - GUY = GUY ANCHOR
 - LP = LIGHT POLE
 - PP = POWER POLE
 - RCB = REINFORCED CONCRETE BOX
 - RCP = REINFORCED CONCRETE PIPE
 - SSCO = SANITARY SEWER CLEANOUT
 - SSMH = SANITARY SEWER MANHOLE
 - TM = TELEPHONE MARKER
 - TPED = TELEPHONE PEDESTAL

- LINETYPE**
- OE — = OVERHEAD ELECTRIC
 - SS — = SANITARY SEWER
 - X — = FENCELINE

LOT SPLIT/COMBO EXHIBIT		
LOT FOUR (4) AND FIVE (5), BLOCK ONE HUNDRED EIGHTEEN (118), ORIGINAL TOWN NOW CITY OF SAPULPA, CREEK COUNTY, OKLAHOMA		
DRAWN: RLL	DATE: 04.24.19	PREPARED BY: FRITZ LAND SURVEYING, LLC 2017 W. 91ST STREET, TULSA, OK 74132 PH: 918.231.0575 FRITZLANDSURVEYING@GMAIL.COM C.A. # 5848 EXPIRES: 6-30-2020
APPROVED: PLS	DATE: 04.24.19	
SCALE: 1"=30'	SHEET 1 OF 2	
PROJECT NO.: 19112		



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF SAPULPA; CHANGING THE ZONE AND DISTRICT OF PROPERTY LOCATED 815 SOUTH PARK STREET, CITY OF SAPULPA, CREEK COUNTY, STATE OF OKLAHOMA, FROM RS-3 (RESIDENTIAL SINGLE FAMILY) TO CG (COMMERCIAL GENERAL), PER SAZ-953; 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-953 Chad Lafevers: A part of Lot Four (4), Block One Hundred eighteen (118), in the Original Town now City of Sapulpa according to the recorded plat thereof, more particularly described as follows: Commencing at the Southwest corner of said Lot 4, Block 118, thence N88°53'20" East along the South line of Lot 4 a distance of 104.83 feet to the Point of Beginning; Thence North 01°07'03" West 100.00 feet to the Northeast corner of Lot 4; Thence South 01°07'03" East along the East line a distance of 100.00 feet to the Southeast corner thereof; Thence South 88°53'20" West along the South line of Lot 4 a distance of 54.67 feet to the Point of Beginning, be and are hereby rezoned from RS-3 (Residential Single Family) to CG (Commercial General)

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.

Reg Green, Mayor

ATTEST:

Shirley Burzio, City Clerk

APPROVED AS TO FORM:

David R. Widdoes, City Attorney



AGENDA ITEM

Community Development 9.B.

City Council Regular

Meeting Date: July 1, 2019

Submitted By: Nikki Howard, Urban Development Director

Department: Planning & Development

Presented By: Nikki Howard

SUBJECT:

Discussion and possible action regarding the application by Carl and Terri Sensintaffar, Rocky Top LLC, for a Specific Use Permit, SUP-037, to allow Commercial Medicinal Marijuana Dispensary located at 400 North Mission Street, Sapulpa, Oklahoma.

BACKGROUND:

The subject property is located Northwest corner of East Line Avenue and North Mission Street. The building is now vacant. Previously, Spiritbank occupied the property. The proposed dispensary fronts North Mission Street (State Highway 66). This location triggers the "Corridor Design Criteria". The building meets the criteria.

The applicants are aware they will need to maintain a screening wall on all boundaries adjacent to any residential use.

The application is in compliance with the Comprehensive Plan.

RECOMMENDATION:

The Sapulpa Metropolitan Area Planning Commission met on June 25, 2019, and voted 6-1 to recommend approval to City Council with all conditions listed on SMAPC case report. Staff concurs with this recommendation.

Attachments

SMAPC case report

Case Maps and Photos



SAPULPA METROPOLITAN PLANNING COMMISSION (SMAPC)
June 25, 2019
STAFF REPORT

FILE: SUP-037 | Specific Use Permit

APPLICANT: Rocky Top LLC

ADDRESS: 400 North Mission Street

PARCEL: 1375-00-001-000-0-020-00

STR: Section 24, Township 18 North, Range 11 East

LEGAL: The West 13.3 feet of Lot One (1) and all of Lots Two (2), Three (3), Four (4), Ten (10), Eleven (11) and the West Five (5) feet of Lot Twelve (12), all in Block One (1), Of Pfendler addition to he City of Sapulpa, Creek County, State Of Oklahoma, according to the recorded plat thereof; and The East One Hundred Five (105) of the Fifteen (15) foot vacated alleyway located in Block One (1), of Pfendler addition to the City of Sapulpa, Creek County, State of Oklahoma according to the recorded plat thereof; and A portion of the vacated Fifteen (15) foot vacated alleyway located in Block One (1), of Pfendler Addition to the City of Sapulpa, Creek County, State of Oklahoma, described as follows: Commencing at a point on the South boundary of Lot One (1), Block One (1), said point lying 13.3 feet East of the Southwest corner of said Lot One (1); thence West along the South boundaries of Lots One (1), Two (2), and Three (3), of Block One (1), a distance of One Hundred Five (105) feet to the point and place of beginning; thence West along the South boundaries of Lots Three (3) and Four (4), of Block One (1), a distance of 33.2 feet; thence South a distance of 7.5 feet to the point or place of beginning, according to the recorded plat thereof; and Lot Twenty-two (22) and the West 35 feet of Lot Twenty-three (23), in the Block One (1), Downer Addition to the City of Sapulpa, Creek County, State of Oklahoma, according to the recorded plat thereof.

LOT SIZE: 29,275 square feet more or less

ZONING: CG – Commercial General

EXISTING USE: Vacant “Spiritbank” Building

APPLICANT: Carl and Terri Sensintaffar

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 Retail Medicinal Marijuana Dispensary in the CG (Commercial General).

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:

A medical marijuana dispensary license allows a business to legally sell medical marijuana and medical marijuana products. Licensed dispensaries can only sell to patient license holders, caregiver license holders, research license holders, and the parent or legal guardian named on a minor patient’s license. Dispensaries engaging in unlawful sales may be fined, or their licenses may be revoked. Licensed dispensaries must comply with Title 63 O.S. § 420A *et seq.* and the Oklahoma Administrative Code (OAC) 310:681.

The subject property is located Northwest corner of East Line Avenue and North Mission Street. The building is now vacant. Previously, Spiritbank occupied the property.

The proposed dispensary fronts North Mission Street (State Highway 66). This location triggers the “Corridor Design Criteria”. The building meets the criteria.

The applicants are aware they will need to maintain a screening wall on all boundaries adjacent to any residential use.

SURROUNDING LAND USE AND ZONING:

North:	CG – Spiritbank ATM and RS-3 – Residential Single Family
East:	North Mission Street and Cemetary
South:	East Line Avenue and Used Car Sales
West:	RS-3 Residential Single Family and CG – Commercial General (appears to be a non-conforming residential use)

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

Comprehensive Plan: The subject property is designated Office/Commercial 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.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Now on this 25th day of June, 2019, the Sapulpa Metropolitan Area Planning Commission, having considered the above Specific Use Permit request, finds and concludes as follows:

1. PROBABLE EFFECT OF THE PROPERTY ON THE ADJACENT PROPERTY:

Planning Commission finds the proposed use (minimal/substantial) effect on the adjacent property.

Staff recommends that the proposed use will have minimal effect to the adjacent property. The occupants will be required per code to keep and properly maintain a screening wall or fence from all adjacent residential uses.

2. COMMUNITY WELFARE AS AFFECTED BY THE PROJECT:

The Planning Commission finds that the proposed use (will/will not) adversely affect the community welfare.

Staff recommends the proposed use will not adversely affect community welfare. The applicants will have all security measures in place per state statute prior to opening. They are approved for all licenses required by the State of Oklahoma.

3. IMPACT OF THE DEVELOPMENT ON PUBLIC FACILITIES, INCLUDING BUT NOT LIMITED TO PARKS, ROADS AND UTILITIES:

The Planning Commission finds that the proposed use (will/will not) have an adverse effect on public facilities.

Staff recommends the proposed use will not have an adverse effect on public facilities due to the traffic control measures already in place, there are no parks in the vicinity, no replacement or additional utilities.

4. SAFEGUARDS TO DIMINISH THE EFFECT ON THE ADJACENT PROPERTY, COMMUNITY WELFARE, OR PUBLIC FACILITIES/SERVICES:

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:
 - 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
 - c. Operating hours shall be between 8:00 am and 8:00 pm.
 - d. 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.
 - e. 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.
 - f. All necessary building, electrical, plumbing, and mechanical permits and inspections must be obtained for any part of the permitted premises.
 - g. 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.
5. All procedural requirements of 11 O.S. 43-113 have been met and SUP-037 is hereby approved for the reasons set forth above, and these findings and conclusions have been recommended for approval in an open meeting dated this 25th day of June, 2019.

STAFF RECOMMENDATION:

Recommended motion for SMAPC:

Staff is recommending **APPROVAL** of the application as set forth in the above “Findings of Fact and Conclusion of Law.

(Separate vote on 1-5)

ATTACHMENTS:

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

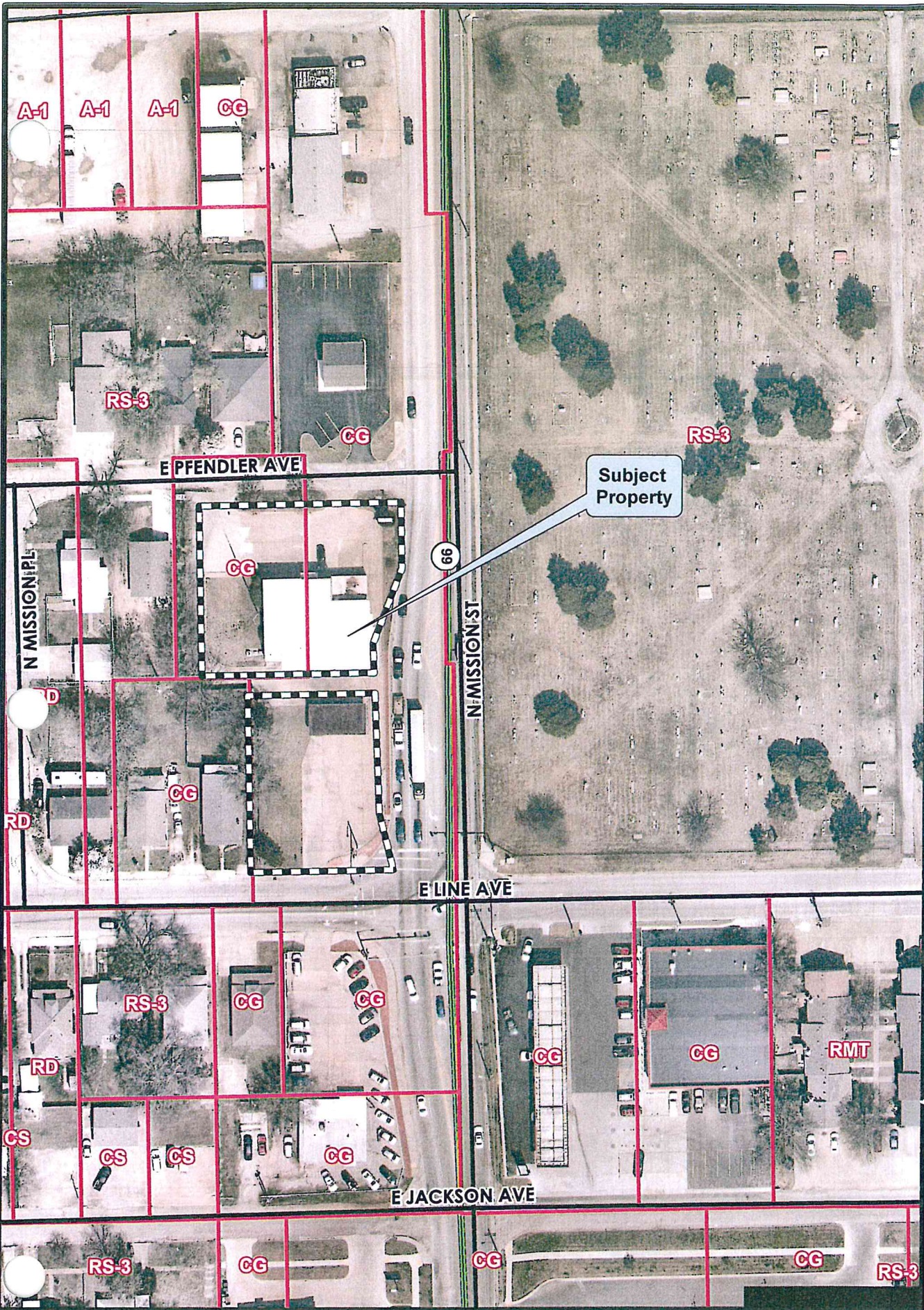
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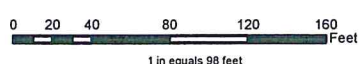
Legend

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



Property Description

Portions of Lots 1, 4, 11-12 & all Lots 10, 2 & 3, Block 1, Pfendler Addition
 City of Sapulpa, Oklahoma
 AKA: 400 N Mission Street,
 Sapulpa, Creek County, Oklahoma



Legend

- 500 Yr Flood Zone
- 100 Yr Flood Zone (AE)
- 100 Yr Flood Zone (A)

Map Prepared by:
 City of Sapulpa
 Date: 5/30/2019

Source Data:
 Creek County Assessors
 City of Sapulpa, Incog

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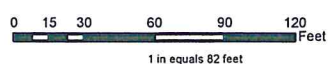
Legend

- Zoning
- Subject Property
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Property Description

Portions of Lots 1, 4, 11-12 & all Lots 10, 2 & 3, Block 1, Pfendler Addition
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Map Prepared by:
 City of Sapulpa
 Date: 5/30/2019

Source Data:
 Creek County Assessors
 City of Sapulpa, Incog



RESIDENTIAL

PFENDLER AVE

ATM

GRASS

GRASS

GRASS

80 ft
66 ft

N

MISSION ST

CEMETARY

RESIDENTIAL

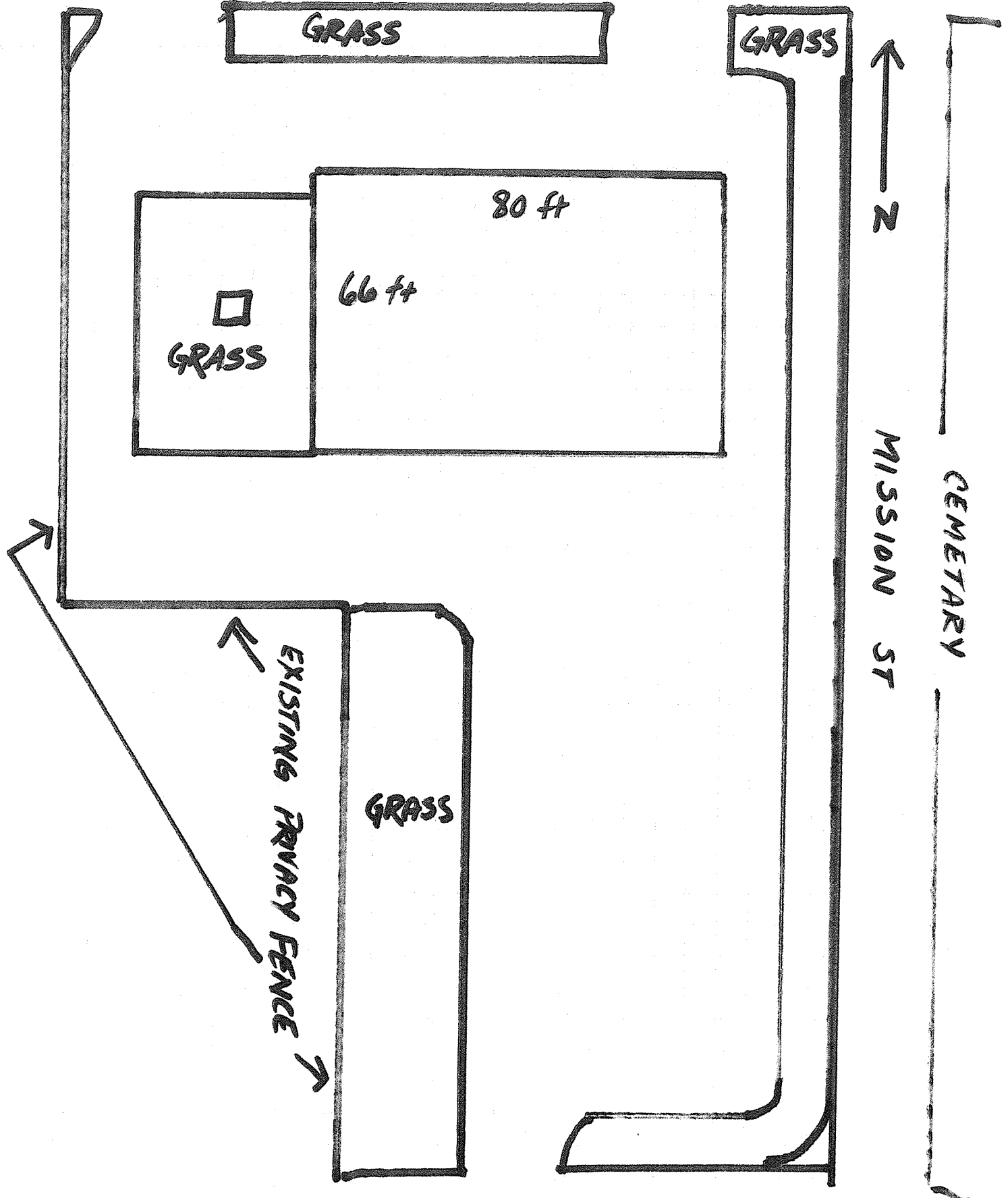
EXISTING PRIVACY FENCE

GRASS

LINE ST

RESIDENTIAL

CAR LOT







AGENDA ITEM

Community Development 9.C.

City Council Regular

Meeting Date: July 1, 2019

Submitted By: Nikki Howard, Urban Development Director

Department: Planning & Development

Presented By: Nikki Howard

SUBJECT:

Discussion and possible action regarding the application by Brenda Miller, for a Specific Use Permit, SUP-039, to allow Marijuana Grow Facility located at 7941 State Highway 66, Ste B, Sapulpa, Oklahoma.

BACKGROUND:

The proposed Commercial Marijuana Growth Facility is adjacent to “Mary Janes 918” dispensary approved per SUP-031. The applicants would like approval for a Grow Facility in order to supply the dispensary. They have approval from the OMMA for the location of the Grow Facility.

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.

RECOMMENDATION:

The Sapulpa Metropolitan Area Planning Commission met on June 25, 2019, and voted 5-2 to recommend approval to City Council with all conditions listed on SMAPC case report. Staff concurs with this recommendation.

Attachments

SMAPC case report
case maps and photos



SAPULPA METROPOLITAN PLANNING COMMISSION (SMAPC)
June 25, 2019
STAFF REPORT

FILE: SUP-039 | Specific Use Permit

APPLICANT: Brenda Miller

ADDRESS: 7941 State Highway 66, Ste B

PARCEL: 1999-07-018-012-0-020-00

STR: Section 7, Township 18 North, Range 12 East

LEGAL: A tract of land located in the Southeast Quarter of the Southwest Quarter (SE/4 SW/4) of Section 8, Township 18 North, Range 12 East of the Indian Base and Meridian, Creek County, Oklahoma, according to the U.S. Government Survey thereof, and being part of the tract of land described in General Warranty Deed to Chon Soo Kim and Jin Sook Kim recorded in Book 555 Page 888, Official Public Records, Creek County, State of Oklahoma, more particularly described as follows: Commencing at 3/8 inch iron rod with cap marked "WHITE PLS 1022" found for the Northeast corner of said Kim tract, which iron by deed call is 1,165.23 feet North and 409.3 feet West of the Southeast corner of the said SE/4 SW/4; Thence with the North line of said Kim tract, N89°11'00"W a distance of 64.75 feet to a 5/8 inch iron rod cap marked "ROUTE 66 SURVEYING CA#6737" set for the Point of Beginning; Thence S10°09'00"W a distance of 24.73 feet to the Southwest corner of a concrete wall; thence with the line of said concrete wall, S78°02'30"E a distance of 12.0 feet to a 5/8 inch iron rod cap marked "ROUTE 66 SURVEYING CA#6737" set; Thence S46°37'30"E a distance of 10.30 feet to a steel fence corner post found; Thence S11°58'06"E a distance of 9.64 feet to a steel fence corner post found; S14°28'30"W a distance of 27.95 feet to a 5/8 inch iron rod cap marked "ROUTE 5/8 inch iron rod cap marked "ROUTE 66 SURVEYING CA#6737" set; Thence S20°36'15"W a distance of 119.85 feet to a 5/8 inch iron rod cap marked "ROUTE 66 SURVEYING CA#6737" set; thence S43°06'00"E a distance of 11.35 feet to a 60 d nail with washer marked "ROUTE 66 SURVEYING CA#6737" set; Thence S48°38'30"W a distance of 25.65 feet to a 5/8 inch iron rod cap marked "ROUTE 66 SURVEYING CA#6737" set; Thence S66°36'30"E a distance of 52.55 feet to a 5/8 inch iron rod cap marked "ROUTE 66

SURVEYING CA#6737” set in the Northerly line of West 78th Street; thence with said Northerly line, S65°16’00”W a distance of 312.52 feet for the 5/8 inch iron rod cap marked “ROUTE 66 SURVEYING CA#6737” set for the intersection of the Northerly line of West 78th Street with the Easterly line of New Sapulpa Road; Thence departing the Northerly line of West 78th Street with the Easterly line of New Sapulpa Road, N25°25’00”e a distance of 456.05 feet (deed call 456 feet) to a 5/8 inch iron rod cap marked “ROUTE 66 SURVEYING CA#6737” set for the Northwest corner of said Kim tract; thence departing the Easterly line of New Sapulpa Road with the North line of said Kim tract, S89°11’00”E a distance of 108.25 feet to the Point of Beginning.

LOT SIZE: 1.67 acres more or less
ZONING: IL Industrial Light
EXISTING USE: Strip Center
OWNER: Chon Soo Kim and Jin Sook Kim
CC WARD: Ward #5 Mr. Bruce Bledsoe and Mr. Hugo Naifeh
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 proposed Commercial Marijuana Growth Facility is adjacent to “Mary Janes 918” dispensary approved per SUP-031. The applicants would like approval for a grow in order to supply the dispensary. They have approval from the OMMA for the location of the Grow Facility.

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 - Strip Center
East: IL - Mini-storage
South: CS - Recreational Vehicle Park
West: State Highway 66

(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.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Now on this 25th day of June, 2019, the Sapulpa Metropolitan Area Planning Commission, having considered the above Specific Use Permit request, finds and concludes as follows:

1. PROBABLE EFFECT OF THE PROPERTY ON THE ADJACENT PROPERTY:
Planning Commission finds the proposed use (minimal/substantial) effect on the adjacent property.
Staff recommends that the proposed use will have minimal effect to the adjacent property.
2. COMMUNITY WELFARE AS AFFECTED BY THE PROJECT:
The Planning Commission finds that the proposed use (will/will not) adversely affect the community welfare.
Staff recommends the proposed use will not adversely affect community welfare. The applicants will have all security measures in place per state statute prior to opening. They are approved for all licenses required by the State of Oklahoma.
3. IMPACT OF THE DEVELOPMENT ON PUBLIC FACILITIES, INCLUDING BUT NOT LIMITED TO PARKS, ROADS AND UTILITIES:

The Planning Commission finds that the proposed use (will/will not) have an adverse effect on public facilities.

Staff recommends the proposed use will not have an adverse effect on public facilities due to the traffic control measures already in place, there are no parks in the vicinity, no replacement or additional utilities.

4. SAFEGUARDS TO DIMINISH THE EFFECT ON THE ADJACENT PROPERTY, COMMUNITY WELFARE, OR PUBLIC FACILITIES/SERVICES:
- 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:
 - 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
 - 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.

5. All procedural requirements of 11 O.S. 43-113 have been met and SUP-039 are hereby approved for the reasons set forth above, and these findings and conclusions have been recommended for approval in an open meeting dated this 25th day of June, 2019.

STAFF RECOMMENDATION:

Recommended motion for SMAPC:

Staff is recommending **APPROVAL** of the application as set forth in the above "Findings of Fact and Conclusion of Law.

(Separate vote on 1-5)

ATTACHMENTS:

1. Vicinity & Zoning Maps
2. Site photos

SUP-039

Brenda Miller
7941 State Highway 66
Tulsa, OK 74131

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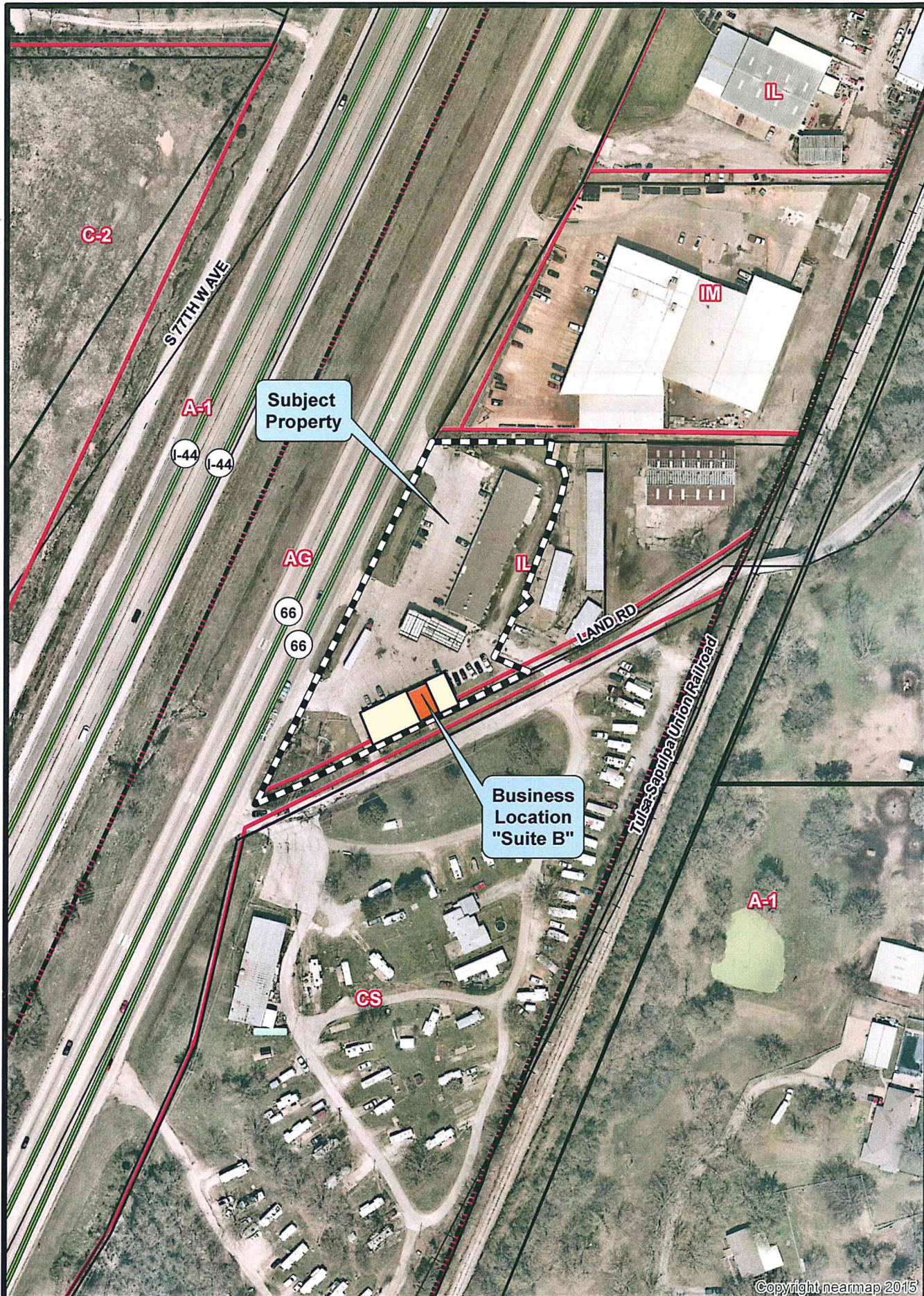
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Legend

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

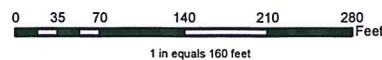


Copyright nearmap 2015



Property Description

Property located in Sec 7, T18N, R12E, Creek County, Sapulpa, Oklahoma. Full legal description is within case file E-911: 7941 State Highway 66, Suite "B" Tulsa, OK 74131



Map Prepared by:
City of Sapulpa
Date: 5/31/2019

Source Data:
Creek County Assessors
City of Sapulpa, Incog



SUP-039

Brenda Miller
7941 State Highway 66
Tulsa, OK 74131

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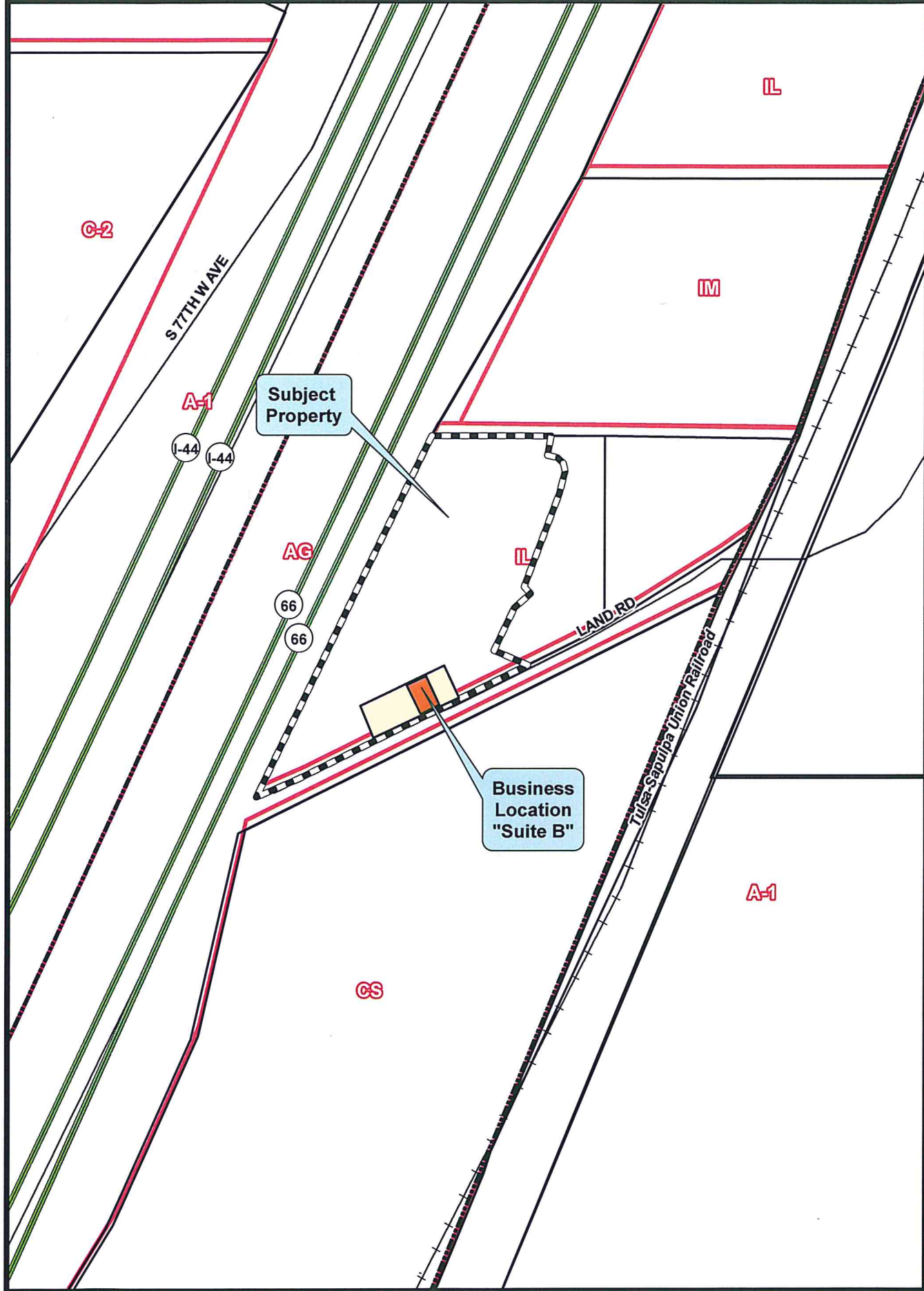
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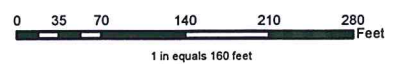
Legend

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



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E-911: 7941 State Highway 66, Suite "B"
Tulsa, OK 74131



Map Prepared by:
City of Sapulpa
Date: 5/31/2019

Source Data:
Creek County Assessors
City of Sapulpa, Incog







AGENDA ITEM

Administration 10.A.

City Council Regular

Meeting Date: July 1, 2019

Submitted For: Mike Haefner, Police Chief

Submitted By: Chris Jeffries, Police Department Admin.

Department: Police Department

Presented By: Mike Haefner

SUBJECT:

Discussion and possible action on Amended Interlocal Cooperation Agreement between the City of Sand Springs, the City of Bixby, the City of Sapulpa, and the City of Jenks, for governmental services to promote mutual aid as the South West Area Tactical Team.

BACKGROUND:

The previous Agreement was approved at the September 9, 2017 Council Meeting. The purpose of this Amended Interlocal agreement is to add the City of Jenks as members of the Southwest Area Tactical Team.

RECOMMENDATION:

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

Attachments

Interlocal Agr.

AMENDED INTERLOCAL COOPERATION AGREEMENT

THIS CONTRACT AND AGREEMENT, as amended, is made and entered into this _____ day of _____, 2019, by and between the City of Sand Springs (Sand Springs), a municipal corporation, the City of Bixby (Bixby), a municipal corporation, the City of Sapulpa (Sapulpa) a municipal corporation, and the City of Jenks (Jenks), a municipal corporation as authorized by 74 Okla. Stat. §1008, as contract for governmental services, to promote mutual aid as the South West Area Tactical Team.

Whereas the execution of law enforcement power and authority outside the territorial limits of a peace officer's primary jurisdiction is authorized by Oklahoma Statute Title 21; Chapter 2 – General Provisions; Section 99a – Peace Officer – powers; and

Whereas Oklahoma Statute 21; Chapter 21; Section 99a; empowers peace officer to exercise their powers outside of their normal jurisdictions when a request for assistance is forthcoming from another law enforcement agency; and

Whereas serving as a peace officer of the State of Oklahoma and rendering assistance under the circumstances enumerated herein, peace officers shall have the same powers and duties as though employed by and shall be deemed to be acting within the scope of authority of the law enforcement agency in whose or under whose investigatory authority and territorial jurisdiction they are serving. Salaries, insurance, and other benefits shall not be the responsibility of a law enforcement agency that is not the employing agency of the officer.

Whereas a peace officer may exercise authority provided by this agreement only in the officer acts pursuant to policies and procedures adopted by the governing body;

Whereas the governing bodies of the undersigned municipal, county, and tribal agencies, hereinafter denominated as "signatories", have determined that it is in the public interest and of mutual advantage to enter into an agreement for the provisions of inter-agency police services in the form of the South West Area Tactical Team;

Now therefore, pursuant to the above consideration, and the covenants and mutual benefits herein expressed, the parties hereby agree as follows:

I. Purpose

It is the intent of the signatories to secure through the mechanisms hereby created:

- A. More efficient utilization of police services and resources;
- B. An enhanced degree of cooperation between law enforcement agencies within the participating communities;
- C. More timely and effective response to calls for specialized police assistance;
- D. Adequate manpower levels of highly trained law enforcement officers to resolve crisis and high risk situations.

II. Duration

The agreement will take effect between and among those signatories that are party to it upon approval by their respective governing bodies, and will remain in full force and effect until the governing body of any one or more approving agencies provides written notice to the other parties to this agreement of their withdrawal.

III. Participation

This agreement is strictly voluntary in nature and places no jurisdiction participating in it under any obligation to respond to a request for tactical unit services that is unable or unwilling to honor. All participating jurisdictions should make every accommodation possible to allow team members the opportunity to assist with request for services or corresponding training. Furthermore, the Implementation, Command, Administration, and Financing of the South West Area Tactical Team as detailed in Attachment A, (South West Tactical Team Manual) is referenced to and incorporated herein.

IV. Approval of Procedures

By approval of this agreement, the governing body authorizes the Police Chief to adopt and approve procedures for the operation of the South West Area Tactical Team, as recommended by its Board of Administrators. The Chiefs of Police are authorized to establish a rate and/or conditions for current and future participating agencies. Further, the Chiefs of Police are authorized to deposit fees associated with the program with one of the participating agencies, who shall account to all members for all approved expenditures and comply with all applicable municipal, state, and federal purchasing requirements as prescribed by law.

Reviewed and approved by the City Council of the City of Sand Springs on _____ day of _____, 2019.

CITY OF SAND SPRINGS

Mike Burdge, Mayor

ATTEST:

Janice L. Almy, City Clerk

Reviewed and approved by the City Council of the City of Bixby on _____ day of _____,
2019.

CITY OF BIXBY

John Easton, Mayor

ATTEST:

Yvonne Adams, City Clerk

Reviewed and approved by the City Council of the City of Sapulpa on _____ day of June,
2019.

CITY OF SAPULPA

Reg Green, Mayor

ATTEST:

Shirley Burzio, City Clerk

Reviewed and approved by the City Council of the City of Jenks on _____ day of _____,
2019.

CITY OF JENKS

Dr. Josh Wedman, Mayor

ATTEST:

Josh McCorkle, City Clerk



AGENDA ITEM

Administration 10.B.

City Council Regular

Meeting Date: July 1, 2019

Submitted For: David Widdoes, City Attorney

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: David Widdoes

SUBJECT:

Discussion and possible action regarding an Encroachment Use Agreement and License with the owners of 1106 E. Jones Avenue, Sapulpa, Oklahoma, to allow structures encroachment over sanitary sewer line.

BACKGROUND:

The City has received a request from the property owner regarding permission for the structure being built at 1106 E. Jones Avenue in Sapulpa. If approved, the Agreement recognizes the encroachment and permits the same so long as the owner remains solely responsible for all costs and expenses to maintain and repair the structure should any damages occur from work on the sewer line.

RECOMMENDATION:

Staff recommends approval of the Agreement and License and authorization for the Mayor to execute same.

Attachments

Encroachment Use Agreement and License

**ENCROACHMENT
USE AGREEMENT and LICENSE**

THIS ENCROACHMENT USE AGREEMENT AND LICENSE, is made this ____ day of July, 2019, by and between the City of Sapulpa, Oklahoma, a municipal corporation ("City"), and Terry D Clark and Mary Etta Clark Revocable Trust Dated March 7, 2017 ("Property Owner):

WHEREAS, Property Owner owns the real property located at 1106 E. Jones Avenue, Sapulpa, Oklahoma, 74066, and more particularly described as:

The West half (W/2) of Lot Ten (10), and all of Lot Eleven (11) Block Four (4), Roosevelt Addition to the City of Sapulpa, Creek County, State of Oklahoma, according to the recorded plat thereof.

("Subject Property"); and

WHEREAS, official land records reflect the existence of a dedicated sewer line lying under, across, and through the E/2 of Lot 11 of the Subject Property ("the Sewer Line"); and

WHEREAS, the City owns, operates, and maintains the Sewer Line and Property Owner is constructing a structure on the Subject Property that encroaches upon and extends over the Sewer Line; and

WHEREAS, the City has determined that the Property Owner's encroachment over the Sewer Line should be allowed and permitted to continue only as provided for by the terms of this Agreement.

NOW THEREFORE, it is mutually agreed by and between the parties as follows:

1. The City grants a non-exclusive revocable license to acknowledge the Owner's encroachment and to permit its use of that portion of the Subject Property encroached upon by the pad and structure being built by Owner (hereinafter referred to as "Permitted Area"). The effective date of this Encroachment Use Agreement and License shall be the date it is approved by the City Council of the City of Sapulpa, Oklahoma ("Effective Date") and shall be effective until the same is revoked by the City at its sole discretion and option.

2. This License is restricted to the encroachment caused by the existing concrete pad/structure and does not authorize further expansion or extension across the Sewer Line.

3. The Property Owner acknowledges the existence of the Sewer Line and the prior, absolute right of the City to use, repair, replace, and/or maintain said Sewer Line on the Subject Property at the Owner's sole expense. The Property Owner accepts and assumes all responsibility, liability, and risk of loss for any damage that may hereafter occur as a result of the City's sewer line, and further agrees to release, indemnify, and hold the City harmless from and against any claim, loss, or damage that may result from or relate to the City's use, maintenance, repair or replacement of said Sewer Line.

4. The terms, conditions, and covenants of this Encroachment Agreement and License shall run with the land and bind the Subject Property and shall be binding on the parties, and their respective successors and assigns.

IN WITNESS WHEREOF, the City and Property Owner have executed this Agreement the day and year first above written.

THE CITY OF SAPULPA, OKLAHOMA,

Reg Green, Mayor

ATTEST:

APPROVED AS TO FORM:

Shirley Burzio, City Clerk

David R. Widdoes, City Attorney

PROPERTY OWNER:

PROPERTY OWNER:



Terry D. Clark, an individual



Terry D. Clark, Trustee

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF CREEK)

Before me, a Notary Public in and for said County and State, on this _____ day of _____, 2019, personally appeared Reg Green, the duly elected Mayor of the City of Sapulpa, Oklahoma, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as the free and voluntary act and deed of the municipal corporation for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires: _____
My Commission Number: _____

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF CREEK)

Before me, a Notary Public in and for said County and State, on this 27th day of June, 2019, personally appeared Terry D. Clark, individually and as Trustee for the Terry D Clark and Mary Etta Clark Revocable Trust dated March 7, 2017, each to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that he/they executed the same as their free and voluntary act and as the free and voluntary act and deed of the trust for the uses and purposes therein set forth.

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

Tammi K. Golden
Notary Public

My Commission Expires: 3-19-2020
My Commission Number: 00003387





AGENDA ITEM

Administration 10.C.

City Council Regular

Meeting Date: July 1, 2019

Submitted By: Amy Hoehner, Legal Assistant

Department: City Manager

Presented By: Joan Riley

SUBJECT:

Discussion and possible action regarding an Agreement between the City of Sapulpa and Uptown Sapulpa Action, Inc. ("Sapulpa Main Street") to provide economic development programs to enhance the growth of downtown Sapulpa, Oklahoma for an amount not to exceed \$30,000.00.

BACKGROUND:

Uptown Sapulpa Action, Inc. ("Main Street") is currently contracted to provide economic development programs that enhance the growth, image and development of downtown Sapulpa. The renewal term of the Contract shall be from July 1, 2019 to June 30, 2020, for an amount not to exceed Thirty Thousand Dollars (\$30,000). Contractor agrees to maintain comprehensive general liability insurance coverage and fully indemnifies the City against any such claims, demands, suits, or judgments made in connection with the services provided by contractor. The agreement also contains a 75 day no cause termination provision.

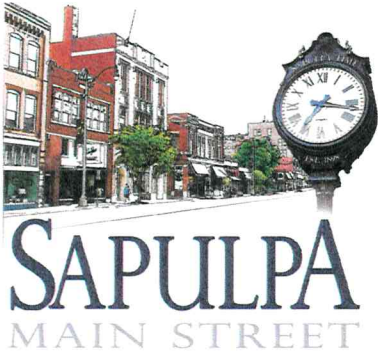
RECOMMENDATION:

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

Attachments

Letter from Main Street Director

Agreement



Preserve the Past, Promote the Present, Protect the Future

Members of the City Council and Administrators,

As we look back on this past year at Sapulpa Main Street, we find it was an exciting year, filled with positive changes. We celebrated 29 years as a Main Street program, making great progress in enhancing our downtown area.

The 2019 Route 66 Blowout and 1st Blowout Cruise Night was a huge success after a week long process of dealing with storm damage to our downtown and community. It brought people out and gave them a break of dealing with their damages that the storms caused. This event brings people from many different states to our community. It's always a great feeling seeing so many of our fellow community businesses, schools and volunteers working together to make this event such a success.

As we begin work this new year, we have several goals to work towards. We continue to work towards developing the upper floors of the downtown buildings into market rate housing. Our downtown area is growing by leaps and bounds with several new businesses entering in vacant spaces, buildings have been bought and will have new life in them. Interest continues to grow and it's important to continue with the development of our upper floor areas as single and multi-family housing. We continue to work with our current building owners to offer façade grants to help improve the exteriors of their buildings.

Our Economic Vitality committee has had great success with our latest concert series - "Rock the Route". This event brings the community downtown to experience a great evening of music, food, and fellowship, as well as a time to invite prospective developers down to see what Sapulpa has to offer. We truly believe that the city is going to see positive changes in Hobson Street in the near future, and Main Street is excited to be a part of this transformation.

The Farmers Market continues to grow in size and in popularity. This year we are accepting the SNAP benefit cards as well as the Senior Nutrition cards. The market is a great community event bringing together small business and locally grown goods, to help bring the community together on Saturday mornings! While the market brings in local sales tax dollars, it also helps promote healthy living – just a small way to give back to our citizens.

Our most exciting event this year – was the return of Jingle Bells - \$10,000 Give-a-way! The total of \$20,000 was given away on December 15th. The original committee came together to make sure this event came back with all the excitement and attendance as it did back when it originally started. This event is always a favorite that brings the community together and brings everyone shopping local. With the growing SHOP Small Saturday on November 24th the committee worked hard to bring the hype to shopping local with fun activities for the business and customers.

We hope you see the difference that Sapulpa Main Street makes in our downtown district!

Sincerely,


Cindy Lawrence
Executive Director
Sapulpa Main Street

Downtown Revitalization Program

This Contract is made this 14th day of June, between the City of Sapulpa, Oklahoma, hereinafter referred to as "City", and Uptown Sapulpa Action, Inc. hereinafter referred to as "Contractor".

WHEREAS, the City of Sapulpa is a municipal corporation in Creek County, Oklahoma; and

Uptown Sapulpa Action, Inc., a non-profit corporation, is an independent contractor able to provide an economic development program that enhances the growth, image, and development of downtown Sapulpa; and

The City Charter empowers the City to protect and safeguard the rights, interest, safety, morality, health and welfare of its inhabitants;

NOW, THEREFORE, the City and Uptown Sapulpa Action, Inc., hereby agree as follows:

1. The contractor will provide an economic development program that will assist in the revitalization of the Sapulpa downtown district.
2. The contract shall extend for the term from July 1, 2019, to June 30, 2020, unless terminated sooner by the City. The City reserves the right to terminate the contract at any time for any reason, without penalty or recourse, on seventy-five (75) days written notice to the contractor. The contract may be extended upon mutual consent of the Board of Councilors and the contractor; however, this option may under no circumstances be construed as conferring a right to or preference for renewal.
3. The City will pay a not to exceed fee for each of the services detailed in this contract. It is understood that the contractor is free to contract with other parties or to otherwise provide additional services, but under not circumstances will the City be obligated to provide more than the total sum for each of the services. These funds shall be released based on the attached payment schedule, Attachment "A".

Any unencumbered funds, which have been advanced to the contractor and remain in its possession at the end of any of the services, contract period or at the time of termination of this contract shall be refunded to the City within fifteen (15) days thereafter.

4. All services to be provided by the contractor shall be performed at the contractor's place of business or as otherwise provided by the contractor. The contractor shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this agreement. The contractor shall be responsible for and in full control of the work of all such personnel.

5. The parties agree that the contractor provides specialized services and that the contractor enters this contract with the City as an independent contractor. Nothing in this contract shall be construed to constitute the independent contractor or any of the contractor's agents or employees as the agent, employee or representative of the City of Sapulpa. As an independent contractor, Uptown Sapulpa Action, Inc. is solely liable for all labor and expenses in connection with its contract and for any and all damage, which may result in connection with this contract.
6. Although the contractor is responsible for all control and supervision of work performed under this contract, the work provided must meet the approval of the city and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include but not limited to a monthly activity and financial report to be provided by the contractor to the City and the right of the City to audit the contractor's records.
7. The contractor agrees to comply with all federal, state and municipal laws, ordinances, rules or regulations applicable to the contractor's business or services or to performance of these services.
8. The contractor agrees to fully indemnify the City against any all claims, demands suits or judgments made by any person in connection with the services provided under this contract.
9. The contractor agrees to obtain comprehensive general liability insurance coverage. The contractor agrees to obtain and keep in force throughout the term of this contract broad form comprehensive general liability insurance with the limits of not less than \$1,000,000 combined single limit per occurrence. The contractor shall provide the City with a certificate of insurance that shows the contractors insurance policy to be primary and name the City as an additional insured.

Dated this ____ day of ____, 2019

City of Sapulpa

Mayor

Attest

City Clerk

Approved As to Form:

City Attorney

Uptown Sapulpa Action, Inc.,

President

Attest

Treasurer

Attachment "A"
Payment Schedule

Economic Development Program - The total amount is thirty thousand dollars (\$30,000). This sum shall be paid to the contractor in equal monthly installments of \$2,500 payable on or about the 15th day of the month.



AGENDA ITEM

Administration 10.D.

City Council Regular

Meeting Date: July 1, 2019

Submitted By: Pam Vann, Finance Director

Department: Finance

Presented By: Pam Vann

SUBJECT:

Discussion and possible action regarding a contract with Advanced Copier Systems (ACS) for copier maintenance for the year ending June 30, 2020, with an annual cost of \$10,400.00 plus cost per page for any excess usage.

BACKGROUND:

The City has 72 copiers/printers that are currently being leased from De Lage & Landen Public Finance. This agreement is a renewal of the current maintenance agreement for these copiers that the City has with ACS adjusted for historical usage. This covers all parts, labor and supplies except paper and staples. The agreement provides for 150,000 black and white pages and 35,000 color pages per quarter at a quarterly cost of \$2,600.00. Any additional pages will be charged at a price of \$.005 for black and white or \$.05 for color page.

The City did receive another quote for the same service from Drake Systems at a quarterly cost of \$3,485.00.

RECOMMENDATION:

Staff recommends approval of this agreement.

Fiscal Impact

Amount: \$5,200.00

To be paid from: General Fund

Account number: 10-590-351

Amount: \$5,200.00

To be paid from: SMA

Account number: 20-590-351

Attachments

Advanced Copier Systems agreement FY 19-20



Advanced Copier Systems

2217 N Yellowood Ave, Broken Arrow, OK 74012
918.940.9131

Order Agreement

5/1/2019
ORDER DATE

ORDER #

Service
ORDER TYPE

1 of 2
PAGE

CUSTOMER INFORMATION

The City Of Sapulpa

NAME
425 East Dewey
ADDRESS

SUITE, DEPT., FLOOR, ROOM

Sapulpa OK 74066
CITY STATE ZIP

Pamela Vann (918) 224-3040
CONTACT PHONE

pvann@cityofsapulpa.net
EMAIL

INVOICING INFORMATION

CUSTOMER TYPE

ADDRESS

SUITE, DEPT., FLOOR, ROOM

CITY STATE ZIP

CONTACT

PHONE

EMAIL

PRODUCT DETAILS

MAKE	MODEL	DESCRIPTION	SERIAL NO.	UNIT PRICE	QTY	PRICE
Kyocera	TA-6002i	60 PPM MFP Maintenance			1	
Kyocera	TA-6052ci	60 PPM Color MFP Maint.			1	
Kyocera	TA-5551ci	55 PPM Color MFP Maint.			1	
Kyocera	TA-5500i	55 PPM MFP Maintenance			1	
Kyocera	TA-5002i	50 PPM MFP Maintenance			2	
Sharp	MX-3110	31 PPM Color MFP Maint.			1	
Sharp	MX-C300	30 PPM Color MFP Maint.			1	
Sharp	MX-5001	50 PPM Color MFP Maint.			1	
Sharp	AR-M257	25 PPM Color MFP Maint.			1	
Sharp	MX-4501	45 PPM Color MFP Maint.			1	

NOTES

All parts, labor and supplies except paper and staples included. This is a one year contract with a start date of July 1st, 2019.

SUBTOTAL

TAX RATE

TAX

TOTAL

SERVICE DETAILS

Gold Quarterly \$2,600.00

PLAN 150,000 BASE INVOICE
B&W BASE 35,000 B&W METER
COLOR BASE COLOR OVERAGE COLOR METER

FINANCE DETAILS

TYPE CYCLE PAYMENT
LEASE COMPANY LEASE TYPE TERM (MONTHS)
RENTAL B&W COST/COPY RENTAL COLOR COST/COPY SECURITY DEPOSIT

CUSTOMER ACCEPTANCE

Reg Green
NAME

Mayor
TITLE

SIGNATURE

DATE



Advanced Copier Systems

2217 N Yellowwood Ave, Broken Arrow, OK 74012
918.940.9131

Order Agreement

5/1/2019
ORDER DATE

ORDER #

Service
ORDER TYPE

2 of 2
PAGE

CUSTOMER INFORMATION

The City Of Sapulpa
NAME

425 East Dewey
ADDRESS

SUITE, DEPT., FLOOR, ROOM

Sapulpa OK 74066
CITY STATE ZIP

Pamela Vann (918) 224-3040
CONTACT PHONE

pvann@cityofsapulpa.net
EMAIL

INVOICING INFORMATION

CUSTOMER TYPE

ADDRESS

SUITE, DEPT., FLOOR, ROOM

CITY STATE ZIP

CONTACT PHONE

EMAIL

PRODUCT DETAILS

MAKE	MODEL	DESCRIPTION	SERIAL NO.	UNIT PRICE	QTY	PRICE
-----CONTINUED-----						
Kyocera	M6535	37 PPM Color MFP			2	
Kyocera	TA-3051	30 PPM Color MFP Maint.			1	
Kyocera	FS-1135	35 PPM MFP Maintenance			25	
Kyocera	M6526	28 PPM Color MFP Maint.			8	
Kyocera	P2135	37 PPM Network Printer			17	
Kyocera	P6021	23 PPM Color Network Printer			8	

NOTES

All parts, labor and supplies except paper and staples included. This is a one year contract with a start date of July 1st, 2019.

SUBTOTAL	
TAX RATE	
TAX	
TOTAL	

SERVICE DETAILS

PLAN CYCLE BASE INVOICE

B&W BASE B&W OVERAGE B&W METER

COLOR BASE COLOR OVERAGE COLOR METER

FINANCE DETAILS

TYPE CYCLE PAYMENT

LEASE COMPANY LEASE TYPE TERM (MONTHS)

RENTAL B&W COST/COPY RENTAL COLOR COST/COPY SECURITY DEPOSIT

CUSTOMER ACCEPTANCE

Reg Green
NAME

Mayor
TITLE

SIGNATURE

DATE

Equipment Maintenance Agreement Terms and Conditions

Definitions

ACS – Advanced Copier Systems

YOU – Customer

Parts – any electrical or mechanical part that does not have a recommended scheduled replacement life.

Consumables – any item normally installed by a technician that does have recommended scheduled replacement life. Includes: drums, developer, process kits, imaging kits, fuser rollers, cleaning blades and cleaning brushes.

Supplies – any item with an estimated yield normally replaced or installed by customer. Includes: toner and waste toner receptacles.

Coverage Plans

“Gold” Plan Maintenance Agreements cover all parts, labor, consumables and supplies. Paper and staples are NOT covered.

“Silver” Plan Maintenance Agreements cover all parts, labor, and consumables. Supplies, Paper and staples are NOT covered.

“Bronze” Plan Maintenance Agreements cover all parts and labor only. Consumables, parts, paper and staples are NOT covered.

General Terms

ACS will replace, adjust or repair parts that have been broken or worn through normal use and are necessary for normal operation of the equipment.

This agreement shall not apply to any parts or labor made necessary by accident, fire, abuse, neglect, vandalism, theft, riot, electrical power surges, water, or any natural events outside of the control of **ACS**.

This agreement may not include applicable taxes. All taxes levied or imposed, now or hereafter, by any government authority shall be paid by the customer in accordance with Law. **ACS** reserves the right to adjust the maintenance pricing at the end of each full year from the contract date to the then published contract pricing, not to exceed 10 percent.

This agreement is assignable by you, WITH the prior written consent of **ACS**. **ACS** may assign this agreement with 30 days prior written notice to you.

All service calls by **ACS** will be made during normal working hours (Monday thru Friday, 8AM to 5PM) on the customer's premises at the address shown. Should the equipment be moved to another location in a more distant area, there may be an increase in the maintenance agreement pricing.

This agreement will automatically renew for the original agreement term unless either the customer or Advanced Copier Systems provides 30 days prior written notice of cancellation.

This agreement constitutes the entire agreement between you and **ACS**. If you cancel this agreement prior to the scheduled end of the agreement, you agree to pay **ACS** the remaining term's average monthly contract value, or 3 months value, whichever is greater. The average monthly contract value is the average cost per month since the contract start date.



AGENDA ITEM

Administration 10.E.

City Council Regular

Meeting Date: July 1, 2019

Submitted For: Steve Hardt, Economic Development Director

Submitted By: Shirley Burzio, City Clerk

Department: Public Works

Presented By: Steve Hardt

SUBJECT:

Discussion and possible action regarding Change Order #1, in the additive amount of \$1,851.02, to the contract with D. C. Bass & Sons Construction Co. for construction of the Sapulpa Animal Shelter.

BACKGROUND:

Change Order #1 adds \$1,851.02 to the original contract sum of \$991,501.90, making the total contract sum in the amount of \$993,352.92 for the construction of the animal shelter.

RECOMMENDATION:

Staff recommends approval.

Fiscal Impact

Amount: \$1,851.02

To be paid from: G O Bond Construction Fund

Account number: 83-577-405B

Attachments

Change Order #1 DC Bass

CHANGE ORDER
AIA DOCUMENT G701

Distribution to:
OWNER City of Sapulpa
ARCHITECT BKL
CONTRACTOR DC Bass Construction
OTHER _____

PROJECT: City of Sapulpa - Animal Shelter
(name, address) 8812 W 100th Street
Sapulpa OK 74066

CHANGE ORDER #: One (1)
INITIATION DATE: 5/20/2019
PROJECT NO: 4451
CONTRACT FOR: Animal Shelter
CONTRACT DATE: 2/1/2016

TO (Contractor): DC Bass & Sons Construction Co.
an Oklahoma Corporation
205 East Hobson
Sapulpa OK 74066

You are directed to make the following changes to this Contract: The following changes have already been previously approved and this Change Order #1 serves as a formality to the Contract.


- | | |
|--|------------|
| 1. Deduct unused laundry equipment allowance. (Owner to pay Hahn Appliance direct) | (7,500.00) |
| 2. Changes to front entry signage per PR #30 dated 5/13/19 | 3,041.20 |
| 3. Temporary utilities and concrete testing per PR #31 dated 5/20/19. | 961.27 |
| 4. Additional dirt work per PR #32 dated 5/20/19. | 567.88 |
| 5. Repair leak on the existing fire suppression piping once pressured up per PR #33 dated 5/20/19. | 480.30 |
| 6. Install concrete for monument sign per PR #34 dated 5/20/19. | 2,286.99 |
| 7. Provide and install Bermuda Sod per PR #35 dated 5/20/19. | 2,013.38 |

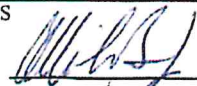
Total for this Change Order #1 1,851.02

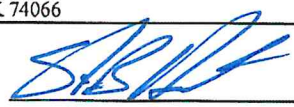
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum on Amendment No 1 was	991,501.90
Net change by previously authorized Change Orders	<u>0.00</u>
The Contract Sum prior to this Change Order was	991,501.90
The Contract Sum will be increased by this Change Order	<u>1,851.02</u>
The new Contract Sum including this Change Order will be	993,352.92

The Date of Substantial Completion as of this date of this Change Order therefore is: 5/31/2019

Architect:
BKL
ARCHITECT
1623 E 6th Street
Tulsa OK 74120
ADDRESS
BY: 
DATE: 5/29/19

Contractor:
DC Bass & Sons Construction Co.
CONTRACTOR
205 East Hobson
Sapulpa OK 74066
ADDRESS
BY: 
DATE: 5/22/19

Authorized:
City of Sapulpa
OWNER
425 E Dewey
Sapulpa OK 74066
ADDRESS
BY: 
DATE: 6-26-19



AGENDA ITEM

Administration 10.F.

City Council Regular

Meeting Date: July 1, 2019

Submitted For: Steve Hardt, Economic Development Director

Submitted By: Shirley Burzio, City Clerk

Department: Public Works

Presented By: Steve Hardt

SUBJECT:

Discussion and possible action regarding Amendment No 3, in the additive amount of \$312,317.36, to the contract with D. C. Bass & Sons Construction Company for the construction of the Youth Sports Complex.

BACKGROUND:

Amendment No. 3 adds \$312,317.36 to the contract, making the total contract sum in the amount of \$1,545,596.00 for the construction of the Youth Sports Complex. The amendment is for fencing and irrigation.

RECOMMENDATION:

Staff recommends approval.

Fiscal Impact

Amount: 312,317.36

To be paid from: G O Bond Construction Fund

Account number: 83-578-405B

Attachments

Contract Amendment #3 D C Bass Youth Sports Complex

AMENDMENT NO. 3 TO AGREEMENT AND NOTICE TO PROCEED BETWEEN
OWNER AND CONSTRUCTION MANAGER FOR CITY OF SAPULPA – YOUTH SPORTS COMPLEX
(HEREIN AFTER "AMENDMENT #3") BASS PROJECT #4450
DATED JUNE 20, 2019

Pursuant to Paragraph 2.2 of the Agreement dated March 7, 2016, between City of Sapulpa (*Owner*) and DC Bass & Sons Construction Co. (*Construction Manager*), for City of Sapulpa – Youth Sports Complex (*the Project*), the Owner and Construction Manager establish a Guaranteed Maximum Price and Contract Time for the Work and Notice to Proceed as set forth below.

ARTICLE I
GUARANTEED MAXIMUM PRICE ("GMP")

The Construction Manager's Guaranteed Maximum Price (hereinafter "GMP") for the City of Sapulpa – Youth Sports Complex, including the estimated Cost of the Work as defined in Article 6 and the Construction Manager's Fee as defined in Article 5, are calculated as follows:

City of Sapulpa – Youth Sports Complex

1.	Trade Contracts, Value Engineering and Purchase Orders (as Shown Below Exh C2):	\$197,719.49
2.	CM General Requirements (Bonding & Insurance with Builders Risk)	2,878.50
3.	CM General Conditions/Project Support/Final Clean	20,365.00
4.	Allowances (As Shown Below)	<u>26,200.00</u>
5.	Subtotal "Hard Costs"	247,162.99
6.	Construction Manager's Fee @ 3.25%	<u>8,032.80</u>
7.	Subtotal	255,195.79
8.	Owner's Contingency for Construction @ 5%	<u>57,121.57</u>
9.	TOTAL GMP FOR AMENDMENT NO. 3	312,317.36
10.	Total GMP for Amendment No. 1	1,199,552.88
11.	Total GMP for Amendment No. 2	<u>33,725.76</u>
12.	Total Cost for Project	\$1,545,596.00

This GMP is for the performance of the Work for the City of Sapulpa – Youth Sports Complex is in accordance with the Contract Documents listed by reference and as attached to this Amendment as Exhibits A through F, as follows:

EXHIBIT A: PROJECT DOCUMENTS

Drawings, Specifications, Addenda, General, Supplementary, and other Conditions of the Contract on which the Guaranteed Maximum Price is based are attached as Exhibit A to this Amendment.

EXHIBIT B: ALLOWANCES

1.	Wood Fence Equipment	\$1,200.00
2.	Seed, Weed & Mow Football Field	<u>25,000.00</u>
	Total Allowances	\$26,200.00

EXHIBIT C: ASSUMPTIONS & CLARIFICATIONS

Assumptions and clarifications made in preparing the Guaranteed Maximum Price ("GMP") for this Phase

C1 Sales Tax Exemption

Sales Tax is exempt Sales Tax pursuant to Oklahoma Statutes. Owner to provide Construction Manager all certifications and all Trade Contractors and Trade Vendors for this exemption in accordance with the "Agreement" and the "Act".

C2 Trade Contract and Purchase Orders:

Owner accepts the bids and hereby executes the Trade Contracts detailed Public Bid Tab Sheets attached as Exhibit C2A and which are hereby assigned to the Construction Manager for purpose of managing the successful Trade Contractors/Trade Vendors along with confirmation Sales Tax Exemption. Owner also hereby assigns to CM all Bid Bonds, payments and Maintenance/Defect Bonds to Construction Manager who is dependent on these Trade Contractors/Trade Vendors to execute the assigned Trade Contracts and Purchase Orders. Costs of Trade Contractors and Trade Vendors Bonds selected have been added to applicable contract(s) as provided by the "Act".

Bid Pkg #	Bid Pkg Description	Low Bidder	Base Bid	Alt #1 Bond	Total Amount
2H	Fencing	Aaron Fencing	78,221.00	2,000.00	80,221.00
21G	Irrigation	Jonesplan Construction	115,762.00	1,736.49	117,498.49
					\$197,719.49

See Attachment C2B – Master Construction Budget

- C3 Owner's Cost Responsibilities** – not included in the CM's GMP nor a responsibility of the Construction Manager are:
1. Professional fees of Architect; Mechanical, Electrical and Plumbing Engineers; Structural Engineer; Civil Engineer, etc. (hereinafter "A/E")
 2. Fire Marshall permitting, inspections and/or approvals (ordered and coordinated by A/E)
 3. Environmental Assessment and/or remediation (ordered and coordinated by A/E)
 4. Owner Quality Control Consultants
 - a. Surveying (CM will attempt to obtain 3 bids for Owner's Review)
 - b. Testing of all sorts including soils, concrete, mortar, HVAC Test & Balance, local municipal services, adequacy for delivered capacity, etc. ... (CM to issue 3 bids for Owner's Review)
 5. Furniture, Fixtures & Equipment ("FF&E") including but not limited to such items as: Intercom, Clocks, Security, IT Hardware & Software of all types.

EXHIBIT D: COMPLETION SCHEDULE - Will be issued at a later date, but "Notice to Proceed" will be effective on date of Owner's signature to this Amendment No. 3.

EXHIBIT E: ALTERNATE PRICES

None

EXHIBIT F: UNIT PRICES

None


ARTICLE II
CONTRACT TIME

The date of Substantial Completion established by this Amendment is: To Be Determined

OWNER:
City of Sapulpa Oklahoma

CONSTRUCTION MANAGER:
DC Bass & Sons Construction Co.

By: _____

By:  _____
William L. Berry, President

Date: _____

Date: 6/25/19 _____

ATTEST: _____

Exhibits: "A" Project Documents
"C2B" Master Construction Budget

Jobs/Sapulpa youth sports complex/Amendment No 3 6-20-19



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EXHIBIT "A"
PROJECT DOCUMENTS

<u>Descriptions</u>	<u>Date</u>
Report of Subsurface Exploration and Geotechnical Evaluation	January 24, 2017
Specifications (Phase 1)	March 2017
Specifications (Phase 2 – Building Package)	February 8, 2018
Drawings (Phase 1):	
i Cover Sheet	December 1, 2017
ECP Existing Conditions Plan	December 1, 2017
DP-1 Demolition Plan	December 1, 2017
SP Overall Site Plan	December 1, 2017
L-1 Baseball Fields Layout Plan	December 1, 2017
L-2 Football Fields Layout Plan	December 1, 2017
L-3 Baseball Entry Plaza Layout Plan	December 1, 2017
GR-1 Overall Grading Plan	December 1, 2017
GR-2 Baseball Fields Grading Plan	December 1, 2017
C1.0 Civil Notes and Legend	December 1, 2017
C2.0 Civil Site Plan (Key Map)	December 1, 2017
C2.1 Civil Site Plan	December 1, 2017
C2.2 Civil Site Plan	December 1, 2017
C2.3 Civil Site Plan	December 1, 2017
C2.4 Civil Site Plan	December 1, 2017
C2.5 Civil Site Plan	December 1, 2017
C3.0 Civil Grading Plan (Key Map)	December 1, 2017
C3.1 Civil Grading Plan	December 1, 2017
C3.2 Civil Grading Plan	December 1, 2017
C3.3 Civil Grading Plan	December 1, 2017
C3.4 Civil Grading Plan	December 1, 2017
C3.5 Civil Grading Plan	December 1, 2017
C3.6 Civil Grading Plan	December 1, 2017
C3.7 Civil Grading Plan	December 1, 2017
C3.8 Civil Grading Plan	December 1, 2017
C3.9 Civil Grading Plan	December 1, 2017
C3.10 Civil Grading Plan	December 1, 2017
C4.0 Civil Erosion Control Plan (Key Map)	December 1, 2017
C4.1 Civil Erosion Control Plan	December 1, 2017
C4.2 Civil Erosion Control Plan	December 1, 2017
C4.3 Civil Erosion Control Plan	December 1, 2017
C4.4 Civil Erosion Control Plan	December 1, 2017
C4.5 Civil Erosion Control Plan	December 1, 2017
C4.6 Civil Erosion Control Plan	December 1, 2017
C4.7 Civil Erosion Control Plan	December 1, 2017
C4.8 Civil Erosion Control Plan	December 1, 2017
C4.9 Civil Erosion Control Plan	December 1, 2017
C4.10 Civil Erosion Control Plan	December 1, 2017
C5.0 Civil Details	December 1, 2017
C5.1 Civil Details	December 1, 2017
E-1 Electrical Site Plan	December 1, 2017
E-2 Baseball Field Electrical Plans	December 1, 2017
E-3 Football Field Electrical Plans	December 1, 2017
E-4 Parking Lot and Entrance Electrical Plan	December 1, 2017
E-5 Electrical Details	December 1, 2017
E-6 Electrical One-Line Diagrams	December 1, 2017
E-7 Electrical Panel Schedules	December 1, 2017

Descriptions		Date
LS-1	Landscape Plan	December 1, 2017
LS-2	Sodding Landscape Plan	December 1, 2017
IR-1	Irrigation Plan Baseball Fields	December 1, 2017
IR-2	Irrigation Plan Football Fields	December 1, 2017
IR-3	Irrigation Details	December 1, 2017
IR-4	Irrigation Details	December 1, 2017
IR-5	Two-Wire Plan Baseball Fields	December 1, 2017
IR-6	Two-Wire Plan Football Fields	December 1, 2017
IR-7	Two-Wire Details	December 1, 2017
D-1	Construction Details	December 1, 2017
D-2	Construction Details	December 1, 2017
D-3	Construction Details	December 1, 2017
D-4	Erosion Control Details	December 1, 2017
Drawings (Phase 2 – Building Package):		
I	Cover Sheet	February 18, 2018
A-1	Floor Plans and Interior Elevations	February 8, 2018
A-2	Exterior Elevations	February 8, 2018
A-3	Building Section and Details	February 8, 2018
S-0	Structural General Notes	February 8, 2018
S-1	Structural General Notes and Details	February 8, 2018
S-2	Structural Plans and Details	February 8, 2018
S-3	Structural Sections and Details	February 8, 2018
MP-0	Mechanical Symbols and Abbreviations	February 8, 2018
M-1	HVAC Plan	February 8, 2018
M-2	HVAC Schedules	February 8, 2018
P-1	Plumbing Plans	February 8, 2018
P-2	Plumbing Details	February 8, 2018
P-3	Plumbing Schedules	February 8, 2018
E-8	Electrical Plans and Schedules	February 8, 2018
Phase 1:		
Addenda No 1		March 28, 2017
Addenda No 2		April 18, 2017
Addenda No 3		April 19, 2017
Phase 2:		
Addenda No 1		May 8, 2018



**CITY OF SAPULPA
MASTER BUDGET
YOUTH SPORTS COMPLEX
Amendment No 3**

	Sub/Vender	Amendment No 1 Bid Day 5/10/18	Amendment No 2 Re-Bid 7/24/18	Amendment No 3	Amendment No 4 Bids 7/9/2019	Total
A1 BOND FUNDS - NET FUNDS AVAILABLE						
Total Bond Funds Available		1,233,317.00	1,233,317.00	1,233,317.00	1,233,317.00	1,233,317.00
Funds Available from Land Sale				650,000.00	650,000.00	650,000.00
NET TOTAL BOND FUNDS AVAILABLE		1,233,317.00	1,233,317.00	1,883,317.00	1,883,317.00	1,883,317.00
B1 FIELD CONSTRUCTION						
a. Earthwork (Road and Parking area)	City of Sapulpa	By Owner				By Owner
b. Earthwork (Temporary Roads and Access)		*5	10,000.00			10,000.00
c. Earthwork (Site Package) Fields & Fine Grading	Ram Site Services		246,100.00			246,100.00
d. Infield Dirt (Import)	Watkins Sand				14,450.00	14,450.00
e. Chainlink Fencing (Sitework)	Arron Fence	*1		80,221.00		80,221.00
f. Irrigation System (Sitework)	Jones Plan	*1		117,498.49		117,498.49
g. Sodding (Baseball Fields)	To be Re-bid (Allowance)				150,000.00	150,000.00
h. Seed, Water, & Treat Baseball & Football Fields				25,000.00		25,000.00
i. Seeding (Disturbed Areas)	Allowance by City of Sapulpa				25,000.00	25,000.00
q. Wood Fence (Equipment Enclosure)	Allowance			1,200.00		1,200.00
j. Asphalt Paving (Sitework)	City of Sapulpa	By Owner				
k. Pavement Marking (Sitework)	Jackson Construction		3,750.00			3,750.00
l. Site Concrete (Curb, Gutter and Sidewalks)	Dkerns	*1	68,000.00			68,000.00
m. Joint Sealants (Sitework Sidewalks)	Allowance		7,500.00			7,500.00
n. Site Furnishings (Bleachers, H Goal posts, doughnut covers, etc)	Play By Design		49,999.00			49,999.00
o. Site Furnishings - Foul poles	Play By Design	*3			9,000.00	9,000.00
p. Electrical Site (Field Lighting & Equipment Enclosure)	Third Generation Electric	*1, *2, *4	596,393.00	(216,957.27)		380,035.73
	Subtotal Building Construction (B1a - m)		725,642.00	39,742.73		1,187,754.22
C1 BUILDING CONSTRUCTION				223,919.49	198,450.00	1,187,754.22
a. Cast-in-Place Concrete	Jackson Construction		17,995.00			17,995.00
b. Territe Treatment (Building)	Emtec		625.00			625.00
c. Masonry (Building)	Sun Valley Masonry			44,430.00		44,430.00
d. Structural Steel	Rooks Fabrication	*3	9,975.00			9,975.00
e. Rough Carpentry (Trusses, framing, decking, etc)	Bass			26,415.00		26,415.00
f. Millwork	Fadco		20,929.00			20,929.00
g. Rough Hardware (Bolts, fasteners, hardware, misc lintels)	Allowance		2,250.00			2,250.00
h. Caulking (Building)	Commercial Waterproff		896.00			896.00
i. Insulation (Roof)	Allowance		750.00			750.00
q. Roofing	Metals Better	*3	3,950.00			3,950.00
j. Hollow Metal	Jones Comm	*3	3,800.00			3,800.00
k. Glass and Glazing	Alred		5,350.00			5,350.00
l. Finish Hardware	Jones Comm	*3	4,225.00			4,225.00
m. Painting	Slyco		6,188.00			6,188.00
n. Specialties - Toilet partitions & Accessories)	Jones Comm	*3	2,918.00			2,918.00
o. Specialties - Access Doors, Door Signage & Fire Extinguishers	Allowance		700.00			700.00
p. Plumbing (Utilities Water & Sewer)	H&H Frame		22,265.00			22,265.00



CITY OF SAPULPA
MASTER BUDGET
YOUTH SPORTS COMPLEX
 Amendment No 3

	Sub/Vender	Amendment No 1 Bid Day 5/10/18	Amendment No 2 Re-Bid 7/24/18	Amendment No 3	Amendment No 4 Bids 7/9/2019	Total
q. Plumbing (Building)	Able Plumbing	\$ 40,500.00				\$ 40,500.00
r. Plumbing (Additional Sewer line installation)		\$ 45,000.00	\$ (10,000.00)		\$ 35,000.00	\$ 70,000.00
s. Sewer Pump		\$ 15,000.00	\$ (12,600.00)			\$ 2,400.00
t. HVAC (Building)	Air Comfort	\$ 18,338.00				\$ 18,338.00
u. Electrical (Building)	RCI	\$ 33,940.00				\$ 33,940.00
	Subtotal Building Construction (t1a - u)	\$ 255,594.00	\$ 48,245.00	\$ -	\$ 35,000.00	\$ 338,839.00
D1 CM's GENERAL REQUIREMENTS & PROJECT SUPPORT						
a. Builders Risk/Other Insurance (Function of Cost)		\$ 3,910.00		\$ 2,878.50		\$ 6,788.50
b. Performance and Payment Bond (Function of Cost)		\$ 11,100.00				\$ 11,100.00
c. Final Clean		\$ 700.00				\$ 700.00
d. Project Support		\$ 109,525.00		\$ 20,365.00		\$ 129,890.00
	Subtotal General Requirements & Project Support (D1a - d)	\$ 125,235.00	\$ -	\$ 23,243.50	\$ -	\$ 148,478.50
	Sub-total Construction Cost (B + C + D)	\$ 1,106,471.00	\$ 87,987.73	\$ 247,162.99	\$ 233,450.00	\$ 1,675,071.72
	CM Fee 3.25%	\$ 35,960.31	\$ 2,859.60	\$ 8,032.80	\$ 7,587.13	\$ 54,439.83
	Subtotal Construction Cost and Contractors Fee	\$ 1,142,431.31	\$ 90,847.33	\$ 255,195.79	\$ 241,037.13	\$ 1,729,511.55
	Owner's Contingency @ 5%	\$ 57,121.57	\$ (57,121.57)	\$ 57,121.57		\$ 57,121.57
	Total Construction Cost and Owner's Contingency	\$ 1,199,552.87	\$ 33,725.77	\$ 312,317.35	\$ 241,037.13	\$ 1,786,633.12
	Over (Under) Available Funds	\$ (33,764.13)	\$ (38.36)	\$ (337,721.01)	\$ (96,683.88)	\$ (96,683.88)
	*1 Includes Sub Bond Cost					
	*2 To be Value engineered					
	*3 Bid after bid opening					
	*4 Includes Value engineering (Change Mfr to Qualite)					
	*5 Moved 10k from plumbing allowance to temporary roads (Total allowance / expected cost \$70,000)					



AGENDA ITEM

Administration 10.G.

City Council Regular

Meeting Date: July 1, 2019

Submitted For: David Widdoes, City Attorney

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: David Widdoes

SUBJECT:

Discussion and possible action regarding a Resolution of the City of Sapulpa, Oklahoma, Relating to the Retention of Public Records of the City and Related Entities.

BACKGROUND:

The Oklahoma State Statute (11 O.S. 22-131) provides specific guidance for a number of public records, but allows each local municipality to determine the retention policy for records not specifically regulated by state law.

Due to improved technology, some electronic records are not currently covered by any state law or city policy and a clear policy in regard to those records is in the best interest of the residents of the City of Sapulpa, Oklahoma. The most obvious of the records that are not covered are emails, voice mails and social media activity, with each presenting unique challenges for the retention of records. In regard to emails, as you can image, with the number of employees of the City, there is a large volume of email traffic generated each day. Our proposed policy would allow immediate destruction of emails, for several reasons: (a) a large number of emails involve junk mail, and there is no reason for those to ever be maintained; (b) a large number of emails involve routine, non-substantive communication, such as “are you available to meet” and there is no reason for them to be retained; and (c) with this policy, retention of emails of substance is left to the discretion of the only persons able to answer the question of importance, the individual employee involved. Social media presents a different set of issues, as the city maintains a number of Facebook accounts, and if required to retain all Facebook comments, will need to designate an employee for just that purpose – setting a reasonable time limit for retention will make it manageable. Likewise, voice mails are also a unique issue for retention purposes.

This Resolution would establish a clear policy and procedures in regard to the retention of public records of the City and related entities.

RECOMMENDATION:

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

Attachments

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA, RELATING TO THE RETENTION OF PUBLIC RECORDS OF THE CITY AND RELATED ENTITIES.

WHEREAS, the City of Sapulpa, Oklahoma has not updated its policies concerning the retention and destruction of public records in recent years.

WHEREAS, state statute (11 O.S. 22-131) provides specific guidance for a number of public records, but allows each local municipality to determine the retention policy for records not specifically regulated by state law;

WHEREAS, some electronic records are not currently covered by any state law or city policy and a clear policy in regard to those records is in the best interest of the residents of the City of Sapulpa, Oklahoma;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SAPULPA, OKLAHOMA, AS FOLLOWS:

Section 1. The following procedures shall be followed in regard to the retention of the following public records:

1. Social Media, including but not limited to Facebook, LinkedIn, Twitter, Instagram or other similar platforms, any post, content, message, or comment initiated on behalf of the City is authorized to be removed, destroyed, and not retained after five days. The City is not responsible for maintaining posts, comments, or messages by any person not affiliated with the City.

2. Electronic mail and text messages, electronic audio files and browsing history, including any message or electronic message sent or received by a public official or employee using a city email account or electronic device paid by public funds, or while created while on duty with the city, may be deleted upon receipt unless required to be maintained by state law.

3. Voice Mail messages recorded on the city phone system may be deleted upon receipt unless required to be maintained by state law.

4. The City Manager is authorized to establish policies for other records not enumerated herein or regulated by state law.

Section 2. This Resolution shall be in full force and effect immediately from and after its adoption and approval as provided by law.

Section 3. That all other Resolutions and parts of other Resolutions inconsistent or conflicting with any part of this Resolution are hereby repealed to the extent of such inconsistency or conflict.

APPROVED and ADOPTED by the City Council of the City of Sapulpa, Oklahoma in regular session this ____ day of _____ 2019.

Reg Green, Mayor

ATTEST:

APPROVED AS TO FORM:

Shirley Burzio, City Clerk

David R. Widdoes, City Attorney



AGENDA ITEM

Administration 10.H.

City Council Regular

Meeting Date: July 1, 2019

Submitted For: David Widdoes, City Attorney

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: David Widdoes

SUBJECT:

Discussion and possible action regarding a Resolution of the City of Sapulpa, Oklahoma, Adopting a Code of Ethics Enacting Rules of Conduct for Elected Officials; Providing for an Effective Date, Repealer and Severability.

BACKGROUND:

Oklahoma State Statutes and City Ordinances provide detailed information on the roles and responsibilities of Council Members, the Vice Mayor and the Mayor. This Code is intended as a policy statement for the Council to help ensure fair, ethical, and accountable local government.

This Code of Ethics is designed to describe the manner in which council members should treat one another, city staff, constituents, and others that they may come into contact with while representing the City. The policy defines more clearly the behavior, manners and courtesies that are suitable for various occasions. The policy also considers a wide variety of policy changes and clarifications designed to make public meetings and the process of governance run more smoothly.

The constant and consistent theme through all of the conduct guidelines is "respect". Council Members experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual, through words and actions, is the touchstone that can help guide Council Members to do the right thing in even the most difficult situations.

RECOMMENDATION:

Staff recommends Council approve Resolution and authorize Mayor to execute same.

Attachments

Resolution

RESOLUTION NUMBER _____

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA, ADOPTING A CODE OF ETHICS ENACTING RULES OF CONDUCT FOR ELECTED OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE, REPEALER AND SEVERABILITY.

WHEREAS, a Code of Ethics for Elected Officials has, as its foundation, the principle that the governing body should enact rules for its conduct, and should be responsible to ensure that those rules are enforced; and

WHEREAS, a Code of Ethics for Elected Officials is necessary to ensure that consistent rules are applied to public service; and

WHEREAS, the following Code of Ethics should become effective from and after July 1, 2019.

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

Section 1. Effective July 1, 2019, the following Code of Ethics for Elected Officials is adopted by the City Council of the City of Sapulpa, Oklahoma:

CODE OF ETHICS FOR ELECTED OFFICIALS

THE THREE R'S OF GOVERNMENT LEADERSHIP: ROLES, RESPONSIBILITIES AND RESPECT

Oklahoma State Statutes and City Ordinances provide detailed information on the roles and responsibilities of Council Members, the Vice Mayor and the Mayor. This Code is intended as a policy statement for the Council to help ensure fair, ethical, and accountable local government.

This Code of Ethics is designed to describe the manner in which council members should treat one another, city staff, constituents, and others that they may come into contact with while representing the City. The policy defines more clearly the behavior, manners and courtesies that are suitable for various occasions. The policy also considers a wide variety of policy changes and clarifications designed to make public meetings and the process of governance run more smoothly.

The constant and consistent theme through all of the conduct guidelines is "respect". Council Members experience huge workloads and tremendous stress in making decisions that could impact thousands of lives. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for each individual, through words and actions, is the touchstone that can help guide Council Members to do the right thing in even the most difficult situations.

OVERVIEW OF ROLES & RESPONSIBILITIES

Other resources that are helpful in defining the roles and responsibilities of elected officials can be found in the Oklahoma State Statutes, City Charter and Code of Ordinances, and the Municipal Handbook from the Oklahoma Municipal League.

MAYOR

- Elected by the Sapulpa City Council every two (2) years.
- Acts as the official head of the city for all ceremonial purposes.
- Chairs council meetings.
- Calls for special meetings.
- Recognized as spokesperson for the City
- Selects substitute for city representation when Mayor cannot attend
- Makes judgment calls on proclamations.
- Recommends appointments to various committees and subcommittees, as appropriate, for Council approval.
- Leads the Council into an effective, cohesive working team.
- Signs documents on behalf of the City.

VICE MAYOR

- Performs the duties of the Mayor if the Mayor is absent or disabled.
- Chairs board meetings at the request of the Mayor.
- Represents the City at ceremonial functions at the request of the Mayor.

COUNCIL MEMBERS

- All members of the City Council, including those serving as Mayor and Vice Mayor, have equal votes.
- No Council member has more power than any other Council Member, and all should be treated with equal respect.
- Moves or makes motions on agenda items at Council meetings.

RESPONSIBILITY OF ALL COUNCIL MEMBERS

- Fully participate in council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others, including the public, other council members, and employees of the City.
- Prepare in advance of meetings and be familiar with issues on the agenda.
- Represent the City at ceremonial functions at the request of the Mayor.
- Be respectful of other people's time.
- Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community.
- Inspire public confidence in our government.

- Provide contact information with the administration in case an emergency or urgent situation arises.
- Demonstrate honesty and integrity in every action and statement.
- Participate in scheduled activities to increase team effectiveness and review council procedures, such as this Code of Conduct.

MEETING CHAIR

- The Mayor will chair official meetings of the City Council, unless the Vice Mayor or another Council Member is designated as chair of a specific meeting.

The Chair shall:

- Maintain order, decorum and the fair and equitable treatment of all speakers.
- Keep discussion and questions focused on specific agenda items under consideration.
- Make parliamentary rulings with advice, if requested, from the City Attorney, who shall act as an advisory parliamentarian.

POLICY ROLE OF THE CITY COUNCIL

Members shall respect and adhere to the structure of the city government as outlined by the City Charter and Oklahoma Statutes. The Council Members shall be informed of their role in their form of government and shall not interfere in those areas of operation that are the responsibility of others in their form of government. Except as where specifically allowed by statute, Council Members should not interfere with the administrative functions of the City or the professional duties of City staff, nor shall they impair the ability of staff to implement Council policy decisions.

POLICIES & PROTOCOL RELATED TO CONDUCT

Ceremonial Events:

Requests for a City representative at ceremonial events will be handled by city staff. The Mayor will serve as the designated City representative. If the Mayor is unavailable, then city staff will determine if event organizers would like another representative from the Council. If yes, then the Mayor will recommend which Council Member should be asked to serve as a substitute. Invitations received at City Hall are presumed to be for official City representation. Invitations addressed to Council Members at their homes are presumed to be for unofficial, personal consideration.

Correspondence Signatures:

City staff will assist, through the management of the City, in the preparation of any official correspondence needed by the Council. All Council Members should be aware that all correspondence generated by them in their official capacity will likely be subject to the Open Records Act and, therefore, will become a public record subject to inspection by any member of the public.

Endorsement of Candidates:

Council Members have the right to endorse candidates for all council seats or other elected offices. It is inappropriate to mention endorsements during council meetings or other official city meetings.

Public Meeting Hearing Protocol:

The applicant or appellant shall have the right to speak first. The chair will determine the length of time allowed for this presentation. Speakers representing either pro or con points of view will be allowed to follow. The chair will determine how much time will be allowed for each speaker, with three (3) to five (5) minutes the standard time granted. The applicant or appellant will be allowed to make closing comments. The chair has the responsibility to run an efficient public meeting and has the discretion to modify the public hearing process in order to make the meeting run smoothly. After the close of a public hearing, no more public testimony will be accepted unless the chair reopens the public hearing for a limited and specific purpose.

Council Members should not express opinions during the public hearing portion of the meeting except to ask pertinent questions of the speaker or staff. "I think" and "I feel" comments by Council Members are not appropriate until after the close of the public hearing. Council Members should refrain from arguing or debating with the public during a public hearing and shall always show respect for different points of view.

Travel Expenses:

All council travel, in which the Council Members expects to officially represent the City and/or be reimbursed by the City for travel costs, must be approved in accordance with the City's travel and expense reimbursement policy.

BOARD AND COUNCILOR CONDUCT WITH ONE ANOTHER

Boards are composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve and protect the present and the future of our community. In all cases, this common goal should be acknowledged even as the members may "agree to disagree" on contentious issues.

IN PUBLIC MEETINGS

- A. Practice Civility and Decorum in Discussions and Debate: Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, Council Members to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions will be tolerated.
- B. Honor the Role of the Chair in Maintaining Order: It is the responsibility of the chair to keep the comments of Council Members on track during public meetings. Council members

should honor efforts by the chair to focus discussion on current agenda items. If there is disagreement about the agenda or the chair's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

- C. Avoid Personal Comments That Could Offend Other Members: If a Councilor is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a "point of personal privilege" that challenges the other member to justify or apologize for the language used. The chair will maintain control of this discussion.
- D. Demonstrate Effective Problem-Solving Approaches: City Council members have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

IN PRIVATE ENCOUNTERS

- A. Continue Respectful Behavior in Private: The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.
- B. Be Aware of the Insecurity of Written Notes, Voicemail Messages, and Email: Technology allows words written or said without much forethought to be distributed wide and far. Would you feel comfortable to have this note faxed to others? How would you feel if this voice mail message was played on a speaker phone in a full office? What would happen if this email message was forwarded to others? Written notes, voice mail messages and email should be treated as potentially "public" communication.
- C. Even Private Conversations Can Have a Public Presence: Elected officials are always on display -- their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates will be watched, and casual comments between individuals before and after public meetings noted.

COUNCIL CONDUCT WITH CITY STAFF

Governance of a city relies on the cooperative efforts of elected officials, who set policy, and City staff, who implement and administer the Council's policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the community.

- A. Treat All Staff as Professionals: Clear, honest communication that respects the abilities, experience and dignity of each individual is expected. Poor behavior toward staff is not acceptable.
- B. Limit Contact to Specific City Staff: Questions of City staff and/or requests for additional background information should be directed through the appropriate channels and

management. Requests for follow-up or directions to staff should be made only through the proper channels. When in doubt about what staff contact is appropriate, Council Members should confer with management for direction and be sure that the contact is appropriate in the form of government applicable. Materials supplied to a Council Member in response to a request will be made available to all members of the Council so that all have equal access to information.

- C. Never Publicly Criticize an Individual Employee: Council Members should never express concerns about the performance of a City employee in public, to the employee directly, or to the employee's department head. Comments about staff performance should only be made through management through private correspondence or conversation, or in an appropriate executive session meeting.
1. Do not get involved in daily administrative functions, except those involving committees established by the Council and those involving Council agenda items in which management is presenting the item to the board for consideration.
 2. Council Members must not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of city licenses and permits, except to the extent those items involve Council agenda items or items presented to Council committees.
- D. Check with City Staff on Correspondence Before Taking Action: Before sending correspondence, Council Members should check with City staff to see if an official City response has already been sent or is in progress.
- E. Limit Request for Staff Support: Routine secretarial support will be provided to all Council Members. All mail for board members is opened by management, unless other arrangements are requested by a Council Member. Requests for additional staff support, even in high priority or emergency situations, should be made through management, who is responsible for allocating City resources in order to maintain a professional, well-run city government.

COUNCIL ACCESS AND USE OF PUBLIC FACILITIES AND EQUIPMENT

The Council acknowledges that the powers bestowed on Council by charter and state law are granted to the Council as a whole, and not to individual Council Members. As such, the powers granted to Council are only exercised in public meetings in compliance with the Oklahoma Open Meeting Act.

Individual Council Members, (including the Mayor), do not have any greater access to public facilities, work sites, or City owned property and equipment than the public at large. Neither the Council nor Mayor are provided offices at City Hall or any other City facility, and should direct any request for assistance with official duties (clerical, mailing, travel arrangements, etc.) through management. The use of any City equipment, even if authorized and provided through the proper channels, shall be in accordance with the policies of the City, and not for personal use.

If the Council Members are provided City email accounts for City business, in order to comply with legal requirements for the preservation of public records and to ensure that there is compliance with the City's computer usage policies, all Council Members should conduct City business through the City email account only, with the failure to do so subject not only to the sanctions outlined herein, but also the risk of other individual legal liability for violation of the Oklahoma Open Records Act.

COUNCIL CONDUCT WITH THE PUBLIC: IN PUBLIC MEETINGS

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual council members toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

- A. Be Welcoming to Speakers and Treat Them with Care and Gentleness: The way that the board treats people during public hearings can do a lot to make them relax or push their emotions to a higher level of intensity."
- B. Actively Listen: It is disconcerting to speakers to have board members not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom. If speakers become flustered or defensive by board questions, it is the responsibility of the chair to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by council members to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Council members' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing is closed.
- C. No Personal Attacks of Any Kind, Under Any Circumstance: Council Members should be aware that their body language and tone of voice, as well as, the words they use, can appear to be intimidating or aggressive.
- D. Follow Parliamentary Procedure in Conducting Public Meetings: Final rulings on parliamentary procedure are made by the chair of the meeting.

COUNCIL CONDUCT WITH THE PUBLIC: IN UNOFFICIAL SETTINGS

- A. Make No Promises on Behalf of the Council: Council Members will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the community. It is appropriate to give a brief overview of City policy and to refer to City staff for further information. It is inappropriate to overtly or implicitly promise Council action, or to promise City staff will do something specific (repair a street, solve a drainage problem, install street signs, etc.).

- B. Make No Personal Comments About Other Council Members: It is acceptable to publicly disagree about an issue, but it is unacceptable to make derogatory comments about other Council Members, their opinions and actions.
- C. Remember That Despite Its Impressive Population Figures, Sapulpa is a Small Town at Heart: Council Members are constantly being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment in the City. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by council members, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

COUNCIL MEMBER CONDUCT WITH OTHER PUBLIC AGENCIES

- A. Be Clear About Representing the City or Personal Interests: If a Council Member appears before another governmental agency or organization to give a statement on an issue, the Council Member must clearly state:
 1. If his or her statement reflects personal opinion or is the official stance of the City;
 2. Whether this is the majority or minority opinion of the Council, if the Council Member is representing the City, the Member must support and advocate the official City position on an issue, not a personal viewpoint.
 3. If the Council Member is representing another organization whose position is different from the City, the Member should withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest. Council Members should be clear about which organizations they represent and inform the Mayor and Council of their involvement.
- B. Correspondence Also Should Be Equally Clear About Representation: City letterhead may be used when the Council Member is representing the City and the City's official position. A copy of official correspondence should be given to the City Manager for filing as part of the permanent public record.

COUNCIL CONDUCT WITH BOARDS AND COMMISSIONS

The City has established several boards and commissions as a means of gathering more community input. Citizens who serve on boards and commissions become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

- A. If Attending a Board or Commission Meeting, Be Careful to Only Express Personal Opinions: Council Members may attend any board or commission meeting, which are always open to any member of the public. However, they should be sensitive to the way their participation -- especially if it is on behalf of an individual, business or developer --

could be viewed as unfairly affecting the process. Any public comments by a Council Member at a board or commission meeting should be clearly made as individual opinion and not a representation of the feelings of the entire City Council.

- B. Limit Contact with Board and Commission Members to Questions of Clarification: It is inappropriate for a Council Member to contact a board or commission member to lobby on behalf of an individual, business, or developer. It is acceptable for Council Member to contact board or commission members in order to clarify a position taken by the board or commission.
- C. Remember That Boards and Commissions Serve the Community: The City Council appoints individuals to serve on boards and commissions, and it is the responsibility of boards and commissions to follow policy established by the Council. But board and commission members do not report to individual Council Members, nor should Council Members feel they have the power or right to threaten board and commission members with removal if they disagree about an issue. Appointment and reappointment to a board or commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A board or commission appointment should not be used as a political "reward."
- D. Be Respectful of Diverse Opinions: A primary role of boards and commissions is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Board members may have a closer working relationship with some individuals serving on boards and commissions, but must be fair and respectful of all citizens serving on boards and commissions.
- E. Keep Political Support Away from Public Forums: Board and commission members may offer political support to a Council Member, but not in a public forum while conducting official duties. Conversely, Council Members may support board and commission members who are running for office, but not in an official forum in their capacity as a Council Member.
- F. Inappropriate Behavior Can Lead to Removal: Inappropriate behavior by a board or commission member should be noted to the Mayor, and the Mayor should counsel the offending member. If inappropriate behavior continues, the Mayor should bring the situation to the attention of the Council and the individual is subject to removal from the board or commission.

COUNCIL CONDUCT WITH THE MEDIA

Council members are frequently contacted by the media for background and quotes.

- A. The Best Advice for Dealing with The Media is to Never Go "Off the Record": Most members of the media represent the highest levels of journalistic integrity and ethics, and can be trusted to keep their word. But one bad experience can be catastrophic. Words that are not said cannot be quoted.

- B. The Mayor Is the Official Spokesperson for the City's Position: The Mayor is the designated representative of the Council to present and speak on the official City position. If an individual Council Member is contacted by the media, the Council Member should be clear about whether their comments represent the official City position or a personal viewpoint.
- C. Choose Words Carefully and Cautiously: Comments taken out of context can cause problems. Be especially cautious about humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

SANCTIONS

- A. Public Disruption: Members of the public who do not follow proper conduct after a warning in a public hearing maybe barred from further testimony at that meeting or removed from the council chambers.
- B. Inappropriate Staff Behavior: Council Members should refer to the administration any City staff who does not follow proper conduct in their dealings with board members, other City staff, or the public.
- C. Council Members Behavior and Conduct: Council Members who intentionally and repeatedly do not follow proper conduct may be reprimanded or formally censured by the Council, lose seniority or committee assignments (both within the city or with inter-government agencies). Serious infractions of the Code of Ethics or Code of Conduct could lead to other sanctions as deemed appropriate by Council.

Council Members should point out to the offending Council Member infractions of the Code of Conduct. If the offenses continue, then the matter should be referred to the Mayor in private. If the Mayor is the individual whose actions are being challenged, then the matter should be referred to the Vice Mayor.

It is the responsibility of the Mayor to initiate action if a Council Member's behavior may warrant sanction. If no action is taken by the Mayor, the alleged violation(s) can be brought up with the full council in a public meeting.

If violation of the Code of Conduct is outside of the observed behaviors by the Mayor or Council Members, the alleged violation should be referred to the Mayor. The City Council should ask the appropriate staff member to investigate the allegation and report the findings to the City Council. It is the City Council's responsibility to take the next appropriate action. These actions can include, but are not limited to: discussing and counseling the individual on the violations; recommending sanction to the full council to consider in a public meeting; or forming a council ad hoc subcommittee to review the allegation; the investigation and its findings, as well as, to recommend sanction options for Council consideration.

- A. City staff shall provide a copy of this resolution to the members of all city boards and commission to ensure they are familiar with the guidelines established by the City Council.

B. Additional ethical restrictions, based on state law, apply to any financial conflict of interest issue that may arise, and those issues should be addressed on an individual basis as they arise.

Section 2. This Resolution shall be in full force and effect immediately from and after its adoption and approval as provided by law.

Section 3. That all other Resolutions and parts of other Resolutions inconsistent or conflicting with any part of this Resolution are hereby repealed to the extent of such inconsistency or conflict.

APPROVED and ADOPTED by the City Council of the City of Sapulpa, Oklahoma in regular session this ____ day of _____ 2019.

Reg Green, Mayor

ATTEST:

APPROVED AS TO FORM:

Shirley Burzio, City Clerk

David R. Widdoes, City Attorney



AGENDA ITEM

Administration 10.I.

City Council Regular

Meeting Date: July 1, 2019

Submitted For: David Widdoes, City Attorney

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: David Widdoes

SUBJECT:

Discussion and possible action regarding a Resolution of the City of Sapulpa, Oklahoma, Adopting a Social Media Participation Policy for City Council; Providing for an Effective Date, Repealer, and Severability.

BACKGROUND:

The term "social media" refers to forms of electronic communication through which users create online communities to share information, ideas, personal messages and other content. Some examples include, but are not limited to, Internet-based platforms such as Facebook, Twitter, Instagram, and YouTube. Many local governments use social media as a tool to communicate with citizens. Although this technology greatly increases communication outreach and efficiency, some restrictions are required in order to comport with federal and state law.

RECOMMENDATION:

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

Attachments

Resolution

RESOLUTION NUMBER _____

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA, ADOPTING A SOCIAL MEDIA PARTICIPATION POLICY FOR CITY COUNCIL; PROVIDING FOR AN EFFECTIVE DATE, REPEALER AND SEVERABILITY.

WHEREAS, a Social Media Participation Policy has, as its foundation, the principle that the governing body should enact rules for its conduct, and should be responsible to ensure that those rules are enforced; and

WHEREAS, a Social Media Participation Policy is necessary to ensure that consistent rules are applied to public service; and

WHEREAS, the following Social Media Participation Policy should become effective from and after July 1, 2019.

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

Section 1. Effective July 1, 2019, the following Social Media Participation Policy is adopted by the City Council of the City of Sapulpa, Oklahoma:

Social Media Participation Policy of the Sapulpa City Council

The term "social media" refers to forms of electronic communication through which users create online communities to share information, ideas, personal messages and other content. Some examples include, but are not limited to, Internet-based platforms such as Facebook, Twitter, Instagram, and YouTube.

Many local governments use social media as a tool to communicate with citizens. Rather than waiting until a regularly scheduled council meeting to receive citizen input, city officials are able to instantly interact with them via social media. Although this technology greatly increases communication outreach and efficiency, some restrictions are required in order to comport with federal and state law.

Commenting on City Accounts

The City of Sapulpa uses social media to send and receive messages about city information, services and related programs with community stakeholders, including employees, vendors, citizens, media, and other members of the public.

1. Similar to others who engage with the City on social media, as an elected official you should understand the City's current guidelines for public participation, which are subject to change as new technology and tools emerge.

2. Public comments may be removed from City-administered social media accounts if they contain any one or more of the following:
 - a. Vulgar, physically threatening, or harassing language.
 - b. Content that promotes, fosters, or perpetuates discrimination on the basis of race, religion, gender, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, gender identity, source of income, or other protected status under applicable law.
 - c. Inappropriate sexual content or similar links.
 - d. Private or otherwise confidential information.
 - e. Content that promotes illegal activity or encouragement of actions that may compromise public safety.
 - f. Content that violates a legal ownership interest of any other party.
 - g. Comments not topically related to the original article or post.
 - h. Comments in support of or opposition to political candidates, campaigns, or ballot measures during an election season.
 - i. Promoting or advertising a commercial transaction, organization, or event that is not sponsored or in direct relationship with the City.
 - j. Organized political activity.
 - k. Information that may compromise the safety or security of the public or public systems.

Use of Personal Accounts

As a policy-making body, Council members are given more latitude than City employees to publicly express thoughts and opinions on local issues. However, as an elected official, you should be aware of additional risks related to your general participation on social media.

1. Open Meeting Act – Communications between a quorum of Council members about public business, no matter the forum or time, can constitute a "meeting" to which the Oklahoma Open Meeting Act applies. If the Act applies to a discussion, an agenda must be posted 72 hours in advance, and the public must be allowed to attend.

Therefore, you should consider the following when using personal social media accounts:

- a. Remove elected titles from profiles used to identify a personal social media account, and clearly state how constituents should communicate regarding public matters.
 - b. Include an introductory statement in the profile or about section of your account that defines the purpose and topical scope of your page:

"This account is intended for personal use only. The views, postings, positions, or opinions expressed on this site are my own and do not represent those of the City of Sapulpa. If you are a citizen of Sapulpa and would like to discuss city business, please go to [official page] or contact me at [official email]."
 - c. Redirect information to official government sources and avoid making posts related to your official duties or governmental bodies.
 - d. Redirect political dialogue requests to an alternative means of communication (i.e. email, phone, or other preferred social media account).
 - e. Avoid commenting on local issues where other Council members are also participating in discussion.
 - f. Avoid making posts and/or comments on behalf of the City and/or the City Council.
 - g. Avoid making posts and/or comments in your official capacity as an elected official.
 - h. Avoid making posts and/or comments regarding City business.
2. Open Records Act – State law clarifies the definition of "record" as information that is written, produced, collected, assembled, or maintained in connection with the transaction of official business, which includes email, Internet posting, text message, instant message, and other electronic communication.

Therefore, you should consider the following:

- a. Hide, rather than delete, clearly inappropriate public comments on your personal or official social media account, if possible. In some cases, these comments may still be subject to verification or public disclosure in the future. When in doubt, don't delete it.
- b. Avoid responding to inappropriate comments or personal attacks on social media. If the commenter persists, redirect them to an alternate method of communication (i.e. email).
- c. Be aware that a personal social media account, depending on its content, may still be subject to the Open Records Act.

3. First Amendment – More constituents are posting comments on elected officials' personal pages to voice concerns on public issues. Once an elected official's social media page is opened for political discussion, it is transformed into a public forum for speech and debate, instantly granting every user a First Amendment right to comment.

Therefore, you should consider the following:

- a. Limit open-ended political and city business discussions from your personal social media accounts and redirect dialogue requests to an alternate channel.
- b. When in doubt, don't block users. Especially those with whom you have previously engaged. If you must, consult with legal counsel first, and then document your actions and reasons for blocking.

Use of Official Accounts

If you choose to create a social media account to engage with constituents, a best practice is to keep this account distinct and separate from other personal accounts that you maintain.

Elected officials increasingly use social media for reelection purposes as well. However, mixing campaign and constituent communications from the same account could put you at risk for violating laws that prohibit using government resources for political purposes.

Therefore, you should consider the following:

1. Make it official – Your account profile, description, and photo should clearly indicate your position as a member of the Sapulpa City Council and your intent to use the account as a way of communicating with constituents.
2. Your account is a public forum – Your engagement with the public on social media as an elected official establishes your platform as a limited public forum, which affords users the right to comment on content you publish. It also means that any speech restrictions or censorship is subject to strict scrutiny, and First Amendment activities generally may not be prohibited. So, when in doubt, don't delete it.
3. Prohibited content is defined by City policy – For consistency, consider managing prohibited content on your accounts in the same way City-administered accounts are managed.
4. Campaign separately – Council members in office should not use City administered or funded social media accounts for electioneering. It's equivalent to campaigning from the dais during a public meeting, which may violate state law.
5. Involve legal counsel – If you are unsure about publishing certain content, or feel you are justified in the removal of content, involve legal counsel before making a decision.

General Guidelines

1. Be transparent – Your honesty will be quickly noticed in the social media environment. If your private sector work could present a conflict of interest, be the first to point it out. And be clear about why you support, or don't support, certain policies or programs.
2. Be judicious – Make sure your efforts to be transparent do not violate any applicable legal guidelines for external communication. Consult with legal counsel before sharing conversations that are meant to be private or internal to the City or any other public entities. What is published is widely accessible, not easily retractable, and will be around for a long time, so consider the content carefully. Also, be aware that the social media account and anything published on that social media account may be subject to the Open Records Act.
3. Be knowledgeable – Write in first-person and consider linking to your information sources. If you publish to a website outside of the City, consider using a clarifier such as: "These comments and opinions reflect my position as one member of Sapulpa City Council." If you have any questions about complying with brand, trademark, copyright, fair use, confidentiality, or financial disclosure laws, seek an opinion from legal counsel.
4. Be perceptive – In online social networks, the lines between public and private, personal and professional are often blurred. By identifying yourself as an elected official, you are creating perceptions about your expertise and the City. Be sure that all content associated with you is consistent with the City's values and professional standards.
5. Be conversational – Talk to your readers like you would talk to people in professional situations. Avoid overly "composed" language. Bring in your own personality and say what is on your mind. Consider content that is open-ended and invites response. Encourage comments. Broaden the conversation by citing others who are commenting about the same topic and allow your content to be shared.
6. Be excited – The City is making important contributions to the community, state and nation, as well as to public dialogue on a broad range of issues. Our activities are focused on providing services and innovation that benefits citizens and stakeholders. Share what Sapulpa is learning and doing, and open up social media channels to learn from others.
7. Be valuable – There is a lot of written content in the social media environment. The best way to reach an audience is to write about things that they value. Social communication from City leaders should help citizens, partners and families. It should be thought-provoking and build a sense of community. If it helps people improve knowledge or skills, build their businesses, do their jobs, solve problems, or understand the City better, then it adds value.
8. Be responsible – What you write is ultimately your responsibility. Pause. If you are about to publish something that makes you even the slightest bit uncomfortable, don't publish. If you are still unsure, you might want to check with the Public Information Officer or legal counsel. Ultimately, what you publish is yours, but so is the responsibility and potential consequence.

9. Mistakes happen – If you make a mistake, admit it. Be upfront and quick with your correction. If you are posting to a blog, you could choose to modify an earlier post. Make it clear that you have done so.

Records Retention

1. Because of your position as an elected official, activity on your social media accounts may create public records. Any content (messages, posts, photographs, videos, etc.) created or received using a social media account may be considered a record.

Therefore, you should consider the following:

- a. The City does not archive or manage Council member social media accounts. You are solely responsible for the retention and archival of content published to your individual accounts.
 - b. When in doubt, don't delete content without consulting with legal counsel first.
2. Social media content administered by City employees, and intended for public access and comments, will follow a minimum retention period as established by Resolution of the Sapulpa City Council or state law, whichever is greater. This includes Council member comments posted on City accounts.
 3. When applicable, the City will use a software-assisted social media capture tool to obtain and archive an authentic copy of monitored content. This includes Council member comments posted on City accounts.

Definitions

For the purposes of this policy, unless otherwise stated, the following definitions apply:

1. Comment – a message posted by site visitors, either in response to an existing topic or introducing a new topic. In general, the content of comments is controlled solely by the user, but often can be deleted, accepted, or rejected prior to publishing by the site or page administrator.
2. Connections – Any deliberate links between a user and a social media channel or page, whether it is initiated by the individual or by the site moderator. Terms used by various sites to describe a connection include friend, fan, follower, or subscriber.
3. Limited forum – a public forum created by the government voluntarily for expressive activity that may be restricted as to subject matter or class of speaker. Forum restrictions must be able to withstand strict judicial scrutiny of its effect on First Amendment rights.
4. Post – In relation to social media accounts or online activity, anything published in an online forum or social media account.

5. Social media – Internet based third- party platforms that facilitate interaction and engagement among individuals in a network or virtual community. Social media offers a participatory environment and includes user -generated content such as videos, photos, videos, blogs, and wikis.

Violation of Policy

This policy is not meant to circumvent or bypass any of the other processes, policies or laws that are applicable to the City Council. Social media activity and conduct by Council members should not only comply with these policy terms, but all other processes, policies, and laws that may apply as well.

Policy Updates

The City Council reserves the right to update these terms of use at any time.

Section 2. This Resolution shall be in full force and effect immediately from and after its adoption and approval as provided by law.

Section 3. That all other Resolutions and parts of other Resolutions inconsistent or conflicting with any part of this Resolution are hereby repealed to the extent of such inconsistency or conflict.

APPROVED and ADOPTED by the City Council of the City of Sapulpa, Oklahoma in regular session this ____ day of _____ 2019.

Reg Green, Mayor

ATTEST:

APPROVED AS TO FORM:

Shirley Burzio, City Clerk

David R. Widdoes, City Attorney