

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

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

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

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

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

1. INVOCATION.

The invocation was given by Rev. Allen Schneider.

2. PLEDGE OF ALLEGIANCE.

Mayor Reg Green led the Pledge of Allegiance.

3. MINUTES AND CONSENT ITEMS.

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

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

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

7 - 0 MOTION CARRIED

4. APPOINTMENTS, AWARDS, PRESENTATIONS, AND PROCLAMATIONS.

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

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

7 - 0 MOTION CARRIED

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

5. ADMINISTRATION.

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

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

7 - 0 MOTION CARRIED

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

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

7 - 0 MOTION CARRIED

- C.** Motion was made by Councilor John Anderson, seconded by Vice-Mayor Louis Martin, to approve the adoption of an Ordinance of the City of Sapulpa, Oklahoma, amending the Master Fee Schedule to the Sapulpa City Code, Appendix A, Section 12.12-203, Miscellaneous Planning and Administration Fees, by providing for a rate for specific use permit licenses and renewals; repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing that if any part or parts of this ordinance are held invalid or ineffective, the remaining portions shall not be affected; and declaring an emergency. (Ordinance No. 2822)

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

7 - 0 MOTION CARRIED

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

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

7 - 0 MOTION CARRIED

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

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

7. PUBLIC COMMENTS.

There were no comments made to the council.

8. EXECUTIVE SESSION.

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

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

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

7 - 0 MOTION CARRIED

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

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

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

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

7 - 0 MOTION CARRIED

9. ADJOURNMENT.

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

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

7 - 0 MOTION CARRIED

Mayor

Attest:

City Clerk



AGENDA ITEM

City Council Regular

5. A.

Meeting Date: September 16, 2019

Submitted By: Shirley Burzio, City Clerk

Department: City Clerk

Presented By:

SUBJECT:

Consider approving the minutes of the September 3, 2019, regular city council meeting.

BACKGROUND:

RECOMMENDATION:

Attachments

[minutes.09-03-2019 city](#)

CITY OF SAPULPA, OKLAHOMA
COUNCIL PROCEEDINGS
Meeting of September 3, 2019

The City Council of Sapulpa, Oklahoma, met in regular session Monday, September 3, 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: City Manager Joan Riley; City Treasurer Pam Vann; City Attorney David Widdoes; City Clerk Shirley Burzio; Building Inspector Mark Stephens; Fire Chief David Taylor

1. INVOCATION.

The invocation was given by Rev. Allen Schneider.

2. PLEDGE OF ALLEGIANCE.

The Pledge of Allegiance was led by Mayor Reg Green.

3. MINUTES AND CONSENT ITEMS.

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

- A. Approve the minutes of the August 19, 2019, regular city council meeting;
- B. Approve claims in the amount of \$364,158.61;
- C. Approve pre-paid claims in the amount of \$256,039.63.

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

9 - 0 MOTION CARRIED

4. PUBLIC HEARINGS.

- A. A public hearing regarding the issuance of General Obligation Refunding Bonds in the amount of not to exceed \$4,000,000.00 designated General Obligation Refunding Bonds of 2019, Series A of the City of Sapulpa, Oklahoma, for the purpose of refunding the outstanding principal amount of General Obligation Bonds of the City of Sapulpa, Oklahoma, Series 2010 was held.

No written or oral comments were submitted by any concerned citizen.

5. COMMUNITY DEVELOPMENT.

- A. Motion was made by Councilor Hugo Naifeh, seconded by Councilor John Anderson, to approve the adoption of an ordinance amending the zoning ordinance of the City of Sapulpa; changing the zone and district of property located at 1107 East McKinley Avenue, City of Sapulpa, Creek County, State of Oklahoma, from RS-3 (Residential Single Family) to CS (Commercial Shopping) per SAZ-956; and directing the City Clerk to show each change upon the Official Zoning Map; repealing all ordinances or parts of ordinances in conflict herewith; providing for severability; and declaring an emergency. (Ordinance No. 2819)

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

9 - 0 MOTION CARRIED

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

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

9 - 0 MOTION CARRIED

- B. Motion was made by Councilor Hugo Naifeh, seconded by Vice-Mayor Louis Martin, to approve the adoption of an ordinance amending the zoning ordinance of the City of Sapulpa; changing the zone and district of property located at 10716, 10720, 10724, and 10728 South 49th West Avenue, City of Sapulpa, Creek County, State of Oklahoma, from RMH (Residential Mobile Home Park) to RE (Residential Estate) per SAZ-957; and directing the City Clerk to show each change upon the official zoning map; repealing all ordinances or parts of ordinances in conflict herewith; providing for severability; and declaring an emergency. (Ordinance No. 2820)

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

9 - 0 MOTION CARRIED

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

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

9 - 0 MOTION CARRIED

- C. Motion was made by Councilor Craig Henderson, seconded by Councilor Hugo Naifeh, to approve the adoption of an ordinance amending the zoning ordinance of the City of Sapulpa; changing the zone and district of property located at 102 South Poplar Street, City of Sapulpa, Creek County, State of Oklahoma, from OL (Office Low Intensity) to RS-3 (Residential Single Family) per SAZ-959; and directing the City Clerk to show each change upon the official zoning map; repealing all ordinances or parts of ordinances in conflict herewith; providing for severability; and declaring an emergency. (Ordinance No. 2821)

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

9 - 0 MOTION CARRIED

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

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

9 - 0 MOTION CARRIED

- D. Motion was made by Councilor Craig Henderson, seconded by Councilor Hugo Naifeh, to approve the application submitted by Kelan Patel, R & D Green Grass Corporation, for a Specific Use Permit, SUP-040, to allow a Commercial Medicinal Marijuana Grow Facility located at 5526 South 48th West Avenue, City of Sapulpa, Tulsa County.

AYE: Reg Green, John Anderson, Bruce Bledsoe, Wes Galloway, Carla Gunn, Craig Henderson, Hugo Naifeh, John Suggs

NAY: Louis Martin, Jr.

8 - 1 MOTION CARRIED

- E. Motion was made by Councilor Craig Henderson, seconded by Councilor Hugo Naifeh, to approve the application submitted by Michael McSweeney, Stranded on Earth, LLC, for a Specific Use Permit, SUP-043, to allow a Commercial Medicinal Marijuana Dispensary located at 6 West Teel Road, Sapulpa.

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

9 - 0 MOTION CARRIED

6. **ADMINISTRATION.**

- A. Motion was made by Councilor John Anderson, seconded by Councilor Craig Henderson, to approve the adoption of a resolution authorizing the sale of not to exceed four million dollars (\$4,000,000.00) General Obligation Refunding Bonds of 2019, Series A, of the City of Sapulpa, Oklahoma; fixing the amount of bonds to mature each year; waiving competitive bidding on said bonds and authorizing the sale of such bonds at par; approving a bond purchase agreement; and containing other provisions relating thereto. (Resolution No. 4584)

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

9 - 0 MOTION CARRIED

- B.** Motion was made by Councilor Craig Henderson, seconded by Vice-Mayor Louis Martin, to approve the adoption of a resolution of the City of Sapulpa, Oklahoma, amending the FY 2019-2020 annual budget by increasing appropriations in the Fire Cash Fund in the amount of \$40,000.00 for the purpose of providing funds to purchase 15 tablets including software and installation. (Resolution No. 4585)

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

9 - 0 MOTION CARRIED

- C.** Motion was made by Councilor John Anderson, seconded by Councilor Hugo Naifeh, to approve the Intergovernmental Agreement with the City of Tulsa for regional household pollutant collection facility and participation at a cost of \$4,000.00.

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

9 - 0 MOTION CARRIED

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

- A.** A written report from Tetra Tech regarding various city and trust projects was presented for discussion only. There was no action taken.

8. PUBLIC COMMENTS.

The following citizens spoke to the council about keeping and revitalizing the Booker T. Washington Community Center with funding from General Obligation Bonds, and placement of the one hundred year-old building on the national register for historic places: Pastor Carl Newton, Melvin Gilliam, Scott Gordon, Glenda Youngblood, and Carol Matthews.

Mr. Eric Shaw, 625 North Burnett, addressed the council about assisting citizens with their ambulance costs by offering an ambulance program where the subscription fees are included on the city utility bills. Mr. Shaw also spoke about the lack of street lighting in his neighborhood.

Councilor Craig Henderson departed from the meeting.

9. EXECUTIVE SESSION.

A. Motion was made by Councilor Hugo Naifeh, seconded by Councilor Wes Galloway, to approve entering into an executive session for the purpose of discussing:

1. Discuss the purchase or appraisal of real property located in the SW 1/2 of Section 34, Township 18N, Range 11E [25 O.S. Section 307 B (3)].

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

8 - 0 MOTION CARRIED

B. Consider action in open session regarding matters discussed in executive session.

1. Motion was made by Vice-Mayor Louis Martin, seconded by Councilor John Suggs, to authorize staff to continue with negotiations to acquire the property discussed in executive session for economic development purposes

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

8 - 0 MOTION CARRIED

10. ADJOURNMENT.

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

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

8 - 0 MOTION CARRIED

Mayor

Attest:

City Clerk



AGENDA ITEM

City Council Regular

5. B.

Meeting Date: September 16, 2019

Submitted By: Shirley Burzio, City Clerk

Department: City Clerk

Presented By:

SUBJECT:

Consider approving the minutes of the September 9, 2019, special city council meeting.

BACKGROUND:

RECOMMENDATION:

Attachments

minutes.09-09-2019 city special

CITY OF SAPULPA, OKLAHOMA
COUNCIL PROCEEDINGS
Special Meeting of September 9, 2019

The City Council of Sapulpa, Oklahoma, met in special session Monday, September 9, 2019, at 6:00 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
Wes Galloway, Councilor
Carla Gunn, Councilor
Craig Henderson, Councilor
Hugo Naifeh, Councilor

Absent: Bruce Bledsoe, Councilor
Marty Cummins, Councilor
John Suggs, Councilor

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

1. INVOCATION.

The invocation was given by Rev. Gary Brown.

2. PLEDGE OF ALLEGIANCE.

Mayor Reg Green led the Pledge of Allegiance.

3. RESOLUTION.

- A.** Consider and Adopt a Resolution Authorizing the Calling and Holding of a Special Election in the City of Sapulpa, State of Oklahoma, for the Purpose of Submitting to the Registered, Qualified Electors of Said City the Question of the Issuance of the General Obligation Bonds of Said City in the Sum of Ten Million Six Hundred Forty Thousand and No/100s Dollars (\$10,640,000.00), to Be Issued in Series, to Provide Funds (Either with or Without Additional Municipal, State or Federal Aid) for the Purpose of Acquiring, Constructing, Reconstructing, Extending, Enlarging, Improving and Repairing Streets and Bridges Within Said City, as Authorized by Section 27, Article X of the Constitution and Statutes of the State of

Oklahoma, and Acts Complementary Supplementary and Enacted Pursuant Thereto; and for the Purpose of Submitting to the Registered, Qualified Electors of Said City the Question of the Issuance of the General Obligation Bonds of Said City in Sum of Five Million Six Hundred Thirty Five Thousand and No/100s Dollars (\$5,635,000.00), to Be Issued in Series, to Provide Funds (Either with or Without Additional Municipal, State or Federal Aid) for the Purpose of Acquiring, Constructing, Reconstructing, Improving, Remodeling and Repairing Public Safety Buildings and Facilities and Acquiring Necessary Lands Therefor and Purchasing and Installing Public Safety Equipment All to Be Owned Exclusively by Said City, as Authorized by Section 27, Article X of the Constitution and Statutes of the State of Oklahoma, and Acts Complementary Supplementary and Enacted Pursuant Thereto; and for the Purpose of Submitting to the Registered, Qualified Electors of Said City the Question of the Issuance of the General Obligation Bonds of Said City in Sum of Three Million Ninety Thousand and No/100s Dollars (\$3,090,000.00), to Be Issued in Series, to Provide Funds (Either with or Without Additional Municipal, State or Federal Aid) for the Purpose of Purchasing, Constructing, Equipping, Improving, Extending and Beautifying Public Parks and Park Lands and Recreational Facilities, All to Be Owned Exclusively by Said City, as Authorized by Section 27, Article X of the Constitution and Statutes of the State of Oklahoma, and Acts Complementary Supplementary and Enacted Pursuant Thereto; and for the Purpose of Submitting to the Registered, Qualified Electors of Said City the Question of the Issuance of the General Obligation Limited Tax Bonds of Said City in the Sum of Four Million and No/100s Dollars (\$4,000,000.00), to Be Issued in Series, to Provide Funds (Either with or Without State or Federal Aid) for Economic Development or Community Development Purposes Within or near the City, and Acquiring Necessary Property and Lands Therefor, as Authorized by Section 35, Article X of the Constitution and Statutes of the State of Oklahoma, and Acts Complementary Supplementary and Enacted Pursuant Thereto; and for the Purpose of Submitting to the Registered, Qualified Electors of Said City the Question of the Issuance of the General Obligation Bonds of Said City in the Sum of Eight Million Five Hundred Thousand and No/100s Dollars (\$8,500,000.00), to Be Issued in Series, to Provide Funds (Either with or Without Additional Municipal, State or Federal Aid) for the Purpose of Constructing, Equipping, Replacing and Improving the Booker T. Washington Recreation Center, Including Road Access Improvements and Acquiring Necessary Property and Lands Therefor, All to Be Owned Exclusively by Said City, as Authorized by Section 27, Article X of the Constitution and Statutes of the State of Oklahoma, and Acts Complementary Supplementary and Enacted Pursuant Thereto; and for the Purpose of Submitting to the Registered, Qualified Electors of Said City the Question of the Issuance of the General Obligation Bonds of Said City in Sum of Eight Million Two Hundred Twenty Thousand and No/100s Dollars (\$8,220,000.00), to Be Issued in Series, to Provide Funds (Either with or Without Additional Municipal, State or Federal Aid) for the Purpose of Constructing, Equipping and Improving the Sapulpa Youth Sports Complex, Recreation and Park Facilities and Acquiring Necessary Property and Lands Therefor, All to Be Owned Exclusively by Said City, as Authorized by Section 27, Article X of the Constitution and Statutes of the State of Oklahoma, and Acts Complementary Supplementary and Enacted

Pursuant Thereto; and in Connection with Each of Said Bonds, the Question of Levying and Collecting an Annual Tax, in Addition to All Other Taxes, upon All the Taxable Property in Said City for the Payment of the Interest and Principal on Said Bonds.

Mr. David Beyer addressed the council and requested the vote to call a bond election be delayed. He expressed concern that the proposals as presented would not be approved by the citizens.

Mr. Tim Colbert Grant, former city councilor, spoke to the council about Booker T. Washington Community Center not being demolished. The building should be remodeled or an extension added to it.

Motion was made by Councilor Hugo Naifeh, seconded by Councilor Carla Gunn, to delay the adoption of the resolution, and it to be brought back for consideration for the next available election date.

AYE: Reg Green, Louis Martin, Jr., John Anderson, Wes Galloway,
Carla Gunn, Craig Henderson, Hugo Naifeh

7 - 0 MOTION CARRIED

4. PUBLIC COMMENTS.

There were no comments made to the council.

5. EXECUTIVE SESSION.

A. Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Hugo Naifeh, to approve entering into an executive session for the purpose of discussing:

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

AYE: Reg Green, Louis Martin, Jr., John Anderson, Wes Galloway,
Carla Gunn, Craig Henderson, Hugo Naifeh

7 - 0 MOTION CARRIED

B. The council departed from the council chambers at 6:30 P.M. for the purpose of entering into an executive session.

At 6:55 P.M. and in open session, Mayor Reg Green called the regular council meeting to order.

There was no action taken by the council in regard to the matter discussed in the executive session.

6. **ADJOURNMENT.**

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

AYE: Reg Green, Louis Martin, Jr., John Anderson, Wes Galloway, Carla Gunn, Craig Henderson, Hugo Naifeh

7 - 0 MOTION CARRIED

Mayor

Attest:

City Clerk



Consent Agenda 7. A.

City Council Regular

Meeting Date: September 16, 2019

Submitted For: Hailey Sharp, Accounts Payable Clerk

Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving claims in the amount of \$351,924.22

Attachments

Claims List 9/16/19

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
126991	99-10089	QUARTZ MOUNTAIN RESORT ARTSLODGING/FMAO CONF		9/2019	995568	558.00
126913	99-10099	SAYRE, ROBERT	MEAL REIMBURSEMENT	9/2019	8/28-8/30 126913	48.00
127451	99-10143	PERDUE, BRANDON, FIELDER, C	COLLECTION SERVICES	9/2019	8/1-8/31 127451	4,215.80
127716	99-10159	LAWRENCE COUNTY NEWSPAPERS,	PUBLISH ORDINANCES	9/2019	22326	229.05
128085	99-10159	LAWRENCE COUNTY NEWSPAPERS,	BID NOTICE/ANNEX REPAIR	9/2019	22320	40.70
126963	99-10160	MERRIFIELD OFFICE SOLUTIONS	OFFICE SUPPLIES	9/2019	178278-001	66.76
127410	99-10160	MERRIFIELD OFFICE SOLUTIONS	NAME PLATES/ACCT TAGS	9/2019	174955-001	44.25
127850	99-10160	MERRIFIELD OFFICE SOLUTIONS	CUPS/MULTIFOLD TOWELS	9/2019	178139-001	185.26
127976	99-10160	MERRIFIELD OFFICE SOLUTIONS	NAME PLATES/ACCT TAGS	9/2019	177749-001	14.75
127978	99-10160	MERRIFIELD OFFICE SOLUTIONS	T/PAPER TOWELS/LINERS	9/2019	177942-001	177.46
126943	99-10252	CECIL COX ENTERPRISES	REPAIR FLATS, STEMS, ETC	9/2019	3048870	40.00
127812	99-103	ONG	MONTHLY SRVC/JULY 2019	9/2019	16909 JULY 19	1,067.24
127977	99-10334	BACKDRAFT OPCO dba EMERGEN	CAD SRVCS/SETUP MAINT	9/2019	2019-7141	840.00
127006R	99-1038	DAVID L. WEATHERFORD	OUTSIDE LEGAL	9/2019	8/13-8/15/19 12700	240.00
127465	99-10395	AUBREY WEATHERFORD	WEBSITE/FACEBOOK	9/2019	SAP0919	250.00
127712	99-10488	ADMIRAL EXPRESS LLC	DESKTOP ORGANIZER	9/2019	2054641	43.21
127480	99-1051	TULSA COUNTY ASSESSOR	VISUAL INSP. FEE 19/20	9/2019	19227	338.19
126955	99-10536	TARGETSOLUTIONS LEARNING	INONLINE TRAINING/50 USERS	9/2019	TSINV31592	5,590.00
127454	99-10547	BEASLEY TECHNOLOGY INC	IT SERVICES/ANTI VIRUS	9/2019	COR-109097	2,500.00
128090	99-10547	BEASLEY TECHNOLOGY INC	MTHLY SEC/MONIT/STREET	9/2019	COR-109201A	185.00
128091	99-10547	BEASLEY TECHNOLOGY INC	NETWRK/EQUIP/STREET DE	9/2019	COR-109201	919.00
126917	99-10672	PATTON, JACOB	MEAL REIMBURSEMENT	9/2019	8/28-8/30 126917	48.00
127828	99-10672	PATTON, JACOB	MEAL REIMBURSEMENT	9/2019	9/3-9/4/19 127828	28.00
128086	99-10753	MIKE J NAIFEH	SIGN-CLOSED NOON-1:00	9/2019	1518	7.50
127279	99-10774	TIMOTHY CHRISTOPHER PENDLE	YEARLY PEST CONTROL	9/2019	111878	415.00
126875R	99-10828	TECHSICO NATIVE TECHNOLOGIE	ENTRY SYSTEM	9/2019	TNT-192-32	6,082.00
127569	99-10845	GLOBAL CORE HOSPITALITY LL	C HOTEL RESERVATIONS	9/2019	50185817	375.60
127981	99-10861	PERALTA, DANIEL	EMT & E BOOK DOWNLOAD	9/2019	158830	79.95
128135	99-10863	BRUTON, STEVE	TRAINING REIMB-BRUTON	9/2019	501733	30.00
127985	99-10864	AMERICAN FLOOR MATS	FLOOR MATS FOR ENGINES	9/2019	1004361	198.40
126197	99-1206	REASOR'S INC.	STUDY SESSION GROCERIES	9/2019	8607 8/5/19	46.11
126896	99-1206	REASOR'S INC.	FOOD FOR VALOR	9/2019	7159 8/1/19	31.96
126897	99-1206	REASOR'S INC.	FOOD FOR PRISONERS	9/2019	7158 8/1/19	323.82
127294	99-1206	REASOR'S INC.	EMPLOYEE LUNCH	9/2019	5773 8/20/19	34.63
127570	99-1206	REASOR'S INC.	FOOD FOR PRISONERS	9/2019	7736 8/8/19	950.74
126934	99-161	CREEK COUNTY RURAL WATER	#4SEWER BILL/STATION 4	9/2019	741 8/26/19	96.00
127752	99-175	STANDARD DISTRIBUTING INC	84 CASES OF WATER	9/2019	379263	255.00
126898	99-1992	JOHN DEERE FINANCIAL ACCT#	5FOOD FOR VALOR	9/2019	057007/2	83.98
126940	99-1992	JOHN DEERE FINANCIAL ACCT#	5ROPE/NUTS/BOLTS	9/2019	057754/2	2.95
126941	99-1992	JOHN DEERE FINANCIAL ACCT#	5PAINT/HOSES/WEED KILLER	9/2019	054177/2	29.98
127835	99-1992	JOHN DEERE FINANCIAL ACCT#	5ZIP TIES	9/2019	060441/2	37.94
127713	99-265	RABY PLUMBING, INC.	SINK REPAIR	9/2019	29178	137.25
123346	99-274	CITY MANAGEMENT ASSOC OF	OKCMAO DUES/CITY MANAGER	9/2019	19/20 123346	640.00
127809	99-28	OG&E	AUGUST ELECTRIC SRVCS	9/2019	80597 8/22/19	8,748.77
127755	99-3128	CASCO INDUSTRIES, INC.	5 PAIR STRUCTURAL BOOTS	9/2019	210682	1,928.00
127571	99-3644	PUBLIC SERVICE COMPANY OF	OSTORM SIREN	9/2019	11704 8/26/19	11.58
127971	99-3707	O'REILLY AUTOMOTIVE INC	FUEL FIL/OIL PAN/GASKET	9/2019	153-188522	72.78
128125	99-3707	O'REILLY AUTOMOTIVE INC	FUEL PUMP/UNIT 4494	9/2019	153-188889	137.44
128126	99-3707	O'REILLY AUTOMOTIVE INC	LIFTERS FOR UNIT 0613	9/2019	153-188924	170.00
128130	99-3707	O'REILLY AUTOMOTIVE INC	DOOR HANDLE/DRAIN VALV	9/2019	153-189796	122.62

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
128132	99-3707	O'REILLY AUTOMOTIVE INC	MOTOR MOUNT/UNIT 0613	9/2019	153-189925	49.65
126191	99-3797	OCCUPATIONAL HEALTH CENTER	DRUG SCREENS	9/2019	256438421	126.50
127450	99-3822	TYLER TECHNOLOGIES, INC	WEBSITE/ONLINE PMTS	9/2019	025-270616	125.00
127457	99-4047	SHOW, INC.	TRASH PICK-UP	9/2019	20587	40.00
127845	99-4047	SHOW, INC.	CLEAN UP AROUND BLDG	9/2019	20588	20.00
127464A	99-4183	UPTOWN SAPULPA ACTION, INC.	ECONOMIC DEV SERVICES	9/2019	SEPT 2019 127464A	2,500.00
127572	99-4269	CREEK COUNTY RURAL WTR #3	WATER AT THE RANGE	9/2019	33975 8/16/19	24.00
126194	99-4661	NEAL & JEAN'S FLOWERS & GIFSYMPATHY FLOWERS		9/2019	027613	45.00
127829	99-4661	NEAL & JEAN'S FLOWERS & GIFFLOWERS - MADDEN		9/2019	27595	45.00
127527	99-4690	TOTAL RADIO, INC	STORM SIREN MAINTENANCE	9/2019	80001266	588.00
127811	99-4700	COX COMMUNICATIONS	MTHLY SRVC. AUGUST 2019	9/2019	1101 9/1/19	6,689.43
127763	99-6130	EXPRESS TEST CORP	FIT TEST FOR SCBA	9/2019	4303	50.00
127018	99-6465	WIDDOES, DAVID	OFF SUPPLIES/LUNCH REIM	9/2019	9/10/19 127018	127.45
126863	99-6554	PITNEY BOWES INC	MONTHLY POSTAGE	9/2019	8/29/19 126863	3,000.00
126892	99-6575	STATE OF OKLAHOMA	MONTHLY OLETS FEE	9/2019	31-3000498	350.00
127479	99-7310	BOND LOGISTIX LLC DBA BLX	GARBITRAGE REBATE CALCS	9/2019	42182-3500	4,500.00
127433	99-7719	MID-WEST PRINTING COMPANY	A/P LASER CHECKS	9/2019	57284	380.52
126976	99-7868	WESTLAKE HARDWARE INC	BUILDING MAINTENANCE	9/2019	8141259	25.58
126977	99-7868	WESTLAKE HARDWARE INC	EQUIPMENT MAINTENANCE	9/2019	8141288	94.49
127406	99-8074	SPECIAL OPS UNIFORMS, INC	STATION UNIFORM	9/2019	791042	16.99
127407	99-8074	SPECIAL OPS UNIFORMS, INC	STATION UNIFORM	9/2019	791043	16.99
127408	99-8074	SPECIAL OPS UNIFORMS, INC	STATION UNIFORM	9/2019	791041	16.99
126894	99-8216	HILAND DAIRY FOODS CO.LLC	MILK FOR PRISONERS	9/2019	9062925	43.00
127568	99-8281	HAEFNER, HARRY	MEAL/TRAVEL REIMBURSEMENT	9/2019	8/26-8/30/19	259.50
125618	99-8434	FLEETCOR TECHNOLOGIES d/b/a	FUEL & OIL/AUGUST 2019	9/2019	AUG 2019	191.13
126935	99-8469	SAPULPA RURAL WATER	WATER BILL/STATION 4	9/2019	48003 8/31	71.00
128136	99-8539	CROW BURLINGAME COMPANY	BATTERY/UNIT 0613	9/2019	106-26227	110.16
127532	99-8555	YORK ELECTRONIC SYSTEMS, IN	SERVICE CALL-FIRE ALARM	9/2019	10800	222.00
127560	99-8555	YORK ELECTRONIC SYSTEMS, IN	FIRE ALARM GOING OFF	9/2019	10748	279.70
127631	99-8626	CHARLEY E LOYD C & L	LOCKSMREPAIR LOCK/ANNEX BLDG	9/2019	10626	30.00
127770	99-8664	ALERT-ALL CORP	MATERIALS/FIRE PREV WK	9/2019	219080391	3,956.80
126866	99-8817	DE LAGE LANDEN PUBLIC FINAN	MTHLY COPIER LEASE	9/2019	64867560	2,327.00
126936	99-8817	DE LAGE LANDEN PUBLIC FINAN	KYOCERA PRINTER LEASE	9/2019	64860862	150.00
127278	99-8861	NATHAN CHADWICK	ANNUAL LAWN CARE	9/2019	4293	301.25
127416	99-8936	CONRAD FIRE EQUIPMENT, INC.	VEHICLE MAINTENANCE	9/2019	537578	70.17
128134	99-8982	FOSTER, LESTER	A/C TRNG REIMB/FOSTER	9/2019	501732	30.00
127975	99-9046	FLEETPRIDE, INC.	FILTERS/REL, E4, L4 & E2	9/2019	34604070	626.37
125136	99-9288	ADVANCE ALARMS, INC	ALARM MONITORING	9/2019	1753347	75.00
126865	99-9288	ADVANCE ALARMS, INC	MTHLY ALARM CHARGES	9/2019	1766673	25.00
127969	99-9288	ADVANCE ALARMS, INC	NEW BATTERY	9/2019	1762525	93.21
126598	99-9382	OFFICE EXPRESS JANITORIAL	SJANITORIAL SUPPLIES	9/2019	0919CITY	1,417.50
127228	99-9382	OFFICE EXPRESS JANITORIAL	SCLEANING OF POLICE DEPT	9/2019	0919 POLICE	1,495.00
126860	99-9393	AIRLINK INTERNET SVCS	MONTHLY INTERNET	9/2019	5691	3,596.45
127090	99-9515	PITNEY BOWES INC	PURCH PWR/POSTAGE MAC	9/2019	33095	508.59
128127	99-9569	O2 FOR U, INC	ACETYLENE/CUTTING TRCH	9/2019	34397	71.00
127970	99-9756	BOB MOORE OF TULSA, LLC	FOUR ROCKER ARMS	9/2019	94941T	24.72
128128	99-9756	BOB MOORE OF TULSA, LLC	SEAT BELT LATCH/# 4636	9/2019	94998T	62.66
126420	99-9859	VERIZON WIRELESS SERVICES	LIPAD DATA PLAN	9/2019	9836919249A	40.01
126937	99-9859	VERIZON WIRELESS SERVICES	LWIRELESS CHARGES	9/2019	9836919249	400.10

FUND TOTAL:

74,027.58

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
127295	99-10143	PERDUE, BRANDON, FIELDER,	CBAD DEBT COLLECTION	9/2019	8/1-8/31 127295	76.43
127782	99-10154	HAWKINS, INC	SODIUM PERMANGANATE	9/2019	4564444	4,122.62
127794	99-10154	HAWKINS, INC	SODIUM PERMANGANATE	9/2019	4570621	4,122.62
127216	99-10282	UNITED RENTALS (NORTH AMERIEMERGENCY PUMP RENTAL		9/2019	163331840-011	3,113.46
127812	99-103	ONG	MONTHLY SRVC/JULY 2019	9/2019	16909 JULY 19	1,052.15
127214	99-10302	LAMPTON WELDING SUPPLY CO,	ACETYLENE GAS TANK RNTL	9/2019	929078	18.85
127338A	99-10302	LAMPTON WELDING SUPPLY CO,	HELIUM & TANK RENTAL	9/2019	929079	30.20
127465	99-10395	AUBREY WEATHERFORD	WEBSITE/FACEBOOK	9/2019	SAP0919	250.00
127454	99-10547	BEASLEY TECHNOLOGY INC	IT SERVICES/ANTI VIRUS	9/2019	COR-109097	2,500.00
128090	99-10547	BEASLEY TECHNOLOGY INC	MTHLY SEC/MONIT/STREET	9/2019	COR-109201A	185.00
128091	99-10547	BEASLEY TECHNOLOGY INC	NETWRK/EQUIP/STREET DE	9/2019	COR-109201	919.00
127289	99-10558	TECHNICAL PROGRAMMING SERVIYRLY PRNT/MAILING BILLS		9/2019	104529	1,840.09
128080	99-10753	MIKE J NAIFEH	DECALS/PUB WRKS TRUCK	9/2019	1435	100.00
128086	99-10753	MIKE J NAIFEH	SIGN-CLOSED NOON-1:00	9/2019	1518	7.50
127799	99-1443	BRENNTAG SOUTHWEST, INC.	12 TOTES OF CHLORINE	9/2019	BSW136278	2,081.00
127203	99-1575	FIZZ-O WATER CO., INC.	DISTILLED WATER	9/2019	1417	59.90
127207	99-1992	JOHN DEERE FINANCIAL ACCT#5SMALL PARTS & SUPPLIES		9/2019	057254/2	50.92
127713	99-265	RABY PLUMBING, INC.	SINK REPAIR	9/2019	29178	137.25
127809	99-28	OG&E	AUGUST ELECTRIC SRVCS	9/2019	80597 8/22/19	33,673.30
127215	99-3373	BIO-AQUATIC TESTING INC.	LABORATORY TESTING	9/2019	55310	2,010.00
127206	99-3437	ADVANCE ELECTRICAL SERVICES24/7	ELECTRICIAN	9/2019	17663	577.50
126693	99-3593	CITY OF TULSA	POLSON SEWER CONSUMP	9/2019	21802 8/15/19	364.35
127432	99-3593	CITY OF TULSA	METER CONNECT/USE FEE	9/2019	88966 8/22/19	241.98
126692	99-3633	PUBLIC SERVICE COMPANY OF OSRWCS	ELECTRIC SRVC	9/2019	22006 8/23/19	6,696.19
128133	99-3707	O'REILLY AUTOMOTIVE INC	HYDRA BOOST/MSTR CYL	9/2019	153-190000	304.73
127450	99-3822	TYLER TECHNOLOGIES, INC	WEBSITE/ONLINE PMTS	9/2019	025-270616	301.00
122058B	99-3881	FHC, INC. DBA TETRA TECH FHENGINEERING SRVC SRWCS		9/2019	51482874	1,208.63
127718	99-3881	FHC, INC. DBA TETRA TECH FHMAINT/OPER SKIATOOK WT		9/2019	51481011	8,033.29
127457	99-4047	SHOW, INC.	TRASH PICK-UP	9/2019	20587	40.00
122082	99-4112	ACCURATE ENVIRONMENTAL INC.	COPPER TESTING	9/2019	BG30032	520.00
127202	99-4112	ACCURATE ENVIRONMENTAL INC.	IN-HOUSE TESTING SUPPLIES	9/2019	SU30696	486.42
127204	99-4112	ACCURATE ENVIRONMENTAL INC.	DEQ TESTING	9/2019	BH14019	330.00
127205	99-4112	ACCURATE ENVIRONMENTAL INC.	ANNUAL SLUDGE TESTING	9/2019	BH27034	675.00
127779	99-4112	ACCURATE ENVIRONMENTAL INC.	TOC FOR AUGUST 2019	9/2019	BH21082	100.00
127780	99-4112	ACCURATE ENVIRONMENTAL INC.	OPED FOR AUGUST 2019	9/2019	BH21081	250.00
127781	99-4112	ACCURATE ENVIRONMENTAL INC.	UCMR TESTING/AUG 2019	9/2019	BH06084	1,665.00
127783	99-4112	ACCURATE ENVIRONMENTAL INC.	SOC TEST FOR AUG 2019	9/2019	BH13026	880.00
127795	99-4112	ACCURATE ENVIRONMENTAL INC.	FILTER FOR LAB	9/2019	SU30632	123.15
126874	99-4319	AT&T	PHONE LINE SKITOOK	9/2019	7068 8/15/19	77.35
126174R	99-4733	KIRBY-SMITH MACHINERY, INC	AIR BURNER RENTAL	9/2019	W19348	11,462.71
127339	99-5493	AQUARIUS ENTERPRISES INCORPWATER FOR LAB		9/2019	286200	123.00
128026	99-68	A & M ELECTRIC, INC	THREE 500V FUSES	9/2019	6880	313.75
127212	99-7853	AMERICAN WASTE CONTROL INC	SLUDGE TRANSPORT	9/2019	5375760	2,130.44
126690	99-7994	BANCFIRST	DEBT SRVC/SMA UTIL BOND	9/2019	SEPT 2019 126690	205,255.41
127425	99-7994	BANCFIRST	DEBT SERVICE PAYMENTS	9/2019	SEPT 2019 127425	136,491.66
127481	99-7994	BANCFIRST	TRUSTEE FEE/OWRB NOTE	9/2019	5002633	500.00
127211A	99-7998	AMERICAN ENVIRONMENTAL LANDSLUDGE DISPOSAL FEE		9/2019	10147	2,786.97
125618	99-8434	FLEETCOR TECHNOLOGIES d/b/aFUEL & OIL/AUGUST 2019		9/2019	AUG 2019	204.25
127972	99-8539	CROW BURLNGAME COMPANY	BATTERY/WINDOW REGU	9/2019	106-25811	173.40
127631	99-8626	CHARLEY E LOYD C & L LOCKSMREPAIR LOCK/ANNEX BLDG		9/2019	10626	30.00

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
127278	99-8861	NATHAN CHADWICK	ANNUAL LAWN CARE	9/2019	4293	301.25
125420R	99-9084	SCHUERMANN ENTERPRISES, INC	INSTALL HWY 97 FLOW MTR	9/2019	3296	426.46
128031	99-9084	SCHUERMANN ENTERPRISES, INC	TRBLE SHOOT LIFT STA RAD	9/2019	3279	951.27
126598	99-9382	OFFICE EXPRESS JANITORIAL	JANITORIAL SUPPLIES	9/2019	0919CITY	1,417.50
FUND TOTAL:						441,792.95

FUND: 29 - STORMWATER MANAGEMENT

SUMMARY REPORT

127056	99-10160	MERRIFIELD OFFICE SOLUTIONS	JANITORIAL SUPPLIES	9/2019	177875-001	34.28
127812	99-103	ONG	MONTHLY SRVC/JULY 2019	9/2019	16909 JULY 19	102.91
127053	99-1992	JOHN DEERE FINANCIAL ACCT#50	OPERATING SUPPLIES	9/2019	052128/2	63.96
127809	99-28	OG&E	AUGUST ELECTRIC SRVCS	9/2019	80597 8/22/19	128.82
127063	99-3327	A & W TOWING INC.	TOWING	9/2019	43286	330.00
127967	99-3707	O'REILLY AUTOMOTIVE INC	WATER PUMP	9/2019	153-187622	92.49
127968	99-3707	O'REILLY AUTOMOTIVE INC	THERMOSTAT	9/2019	153-188326	22.08
125618	99-8434	FLEETCOR TECHNOLOGIES d/b/a	FUEL & OIL/AUGUST 2019	9/2019	AUG 2019	274.87
127058	99-9501	C & C CONSTRUCTION LLC	SIDEWALK RPR/PANTHER LN	9/2019	85	6,500.00
FUND TOTAL:						7,549.41

FUND: 30 - STREET & ALLEY

SUMMARY REPORT

128053	99-10247	ATC HOLDCO	ATC FREIGHTLINER DIAG MODULE/PINS DAMAG	9/2019	12546033C	1,304.10
128131	99-10247	ATC HOLDCO	ATC FREIGHTLINER BAGS/09 FREIGHTLINER	9/2019	125282144	129.88
127812	99-103	ONG	MONTHLY SRVC/JULY 2019	9/2019	16909 JULY 19	99.78
127186A	99-1992	JOHN DEERE FINANCIAL ACCT#50	OPERATING SUPPLIES	9/2019	051239/2	71.24
127809	99-28	OG&E	AUGUST ELECTRIC SRVCS	9/2019	80597 8/22/19	343.77
127175	99-3707	O'REILLY AUTOMOTIVE INC	OIL, FILTERS, HOSES	9/2019	153-183536	26.98
128130	99-3707	O'REILLY AUTOMOTIVE INC	DOOR HANDLE/DRAIN VALV	9/2019	153-189818	55.79
126169A	99-4733	KIRBY-SMITH MACHINERY, INC	GRADE CONTROL ADJ	9/2019	W19442	3,296.52
127810	99-6040	PIKEPASS CUSTOMER SERVICE	MONTHLY PIKEPASS 8/2019	9/2019	20190800549	4.70
127966	99-7114	MAC'S HYDRAULIC JACK SERVICE	CYLINDER REPAIR	9/2019	38535	805.36
128052	99-7114	MAC'S HYDRAULIC JACK SERVICE	HYDRAULIC REPAIR	9/2019	38552	376.49
127973	99-7622	WARREN POWER & MACHINERY	INPIN, SPACERS, CAP SCREW	9/2019	PS100731171	82.56
128051	99-7868	WESTLAKE HARDWARE INC	SHOP KEYS	9/2019	8141195	34.06
128129	99-8539	CROW BURLINGAME COMPANY	BATTERY/ROAD GRADER	9/2019	106-26079	160.60
127193	99-8717	P & K EQUIPMENT	LEAKING HYD CYLINDER	9/2019	3406505	2,160.99
FUND TOTAL:						8,952.82

FUND: 31 - CEMETERY MAINTENANCE

SUMMARY REPORT

127812	99-103	ONG	MONTHLY SRVC/JULY 2019	9/2019	16909 JULY 19	106.04
127687	99-2223	MAXWELL SUPPLY, INC.	SILK FENCE/EMERGENCY	9/2019	497297	93.21
127809	99-28	OG&E	AUGUST ELECTRIC SRVCS	9/2019	80597 8/22/19	359.90
127117	99-8372	SAWYER ENTERPRISES	MOWING	9/2019	300091119	1,600.00
125618	99-8434	FLEETCOR TECHNOLOGIES d/b/a	FUEL & OIL/AUGUST 2019	9/2019	AUG 2019	37.34
127685	99-9558	WINFIELD SOLUTIONS, LLC	CRNR STONE & TORADON	9/2019	92755	366.87
FUND TOTAL:						2,563.36

FUND: 32 - HUNTING & FISHING

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
126823	99-10516	HINSCH MARY	CARETAKER COMMISSION	9/2019	832874	289.50
126824	99-10516	HINSCH MARY	CARETAKER STIPEND	9/2019	SEPT 2019 126824	750.00
127809	99-28	OG&E	AUGUST ELECTRIC SRVCS	9/2019	80597 8/22/19	1,051.92
FUND TOTAL:						2,091.42

FUND: 33 - GOLF COURSE

SUMMARY REPORT

127812	99-103	ONG	MONTHLY SRVC/JULY 2019	9/2019	16909 JULY 19	206.96
127809	99-28	OG&E	AUGUST ELECTRIC SRVCS	9/2019	80597 8/22/19	1,508.83
128000	99-4700	COX COMMUNICATIONS	BLANKET-TV'S & GRILL	9/2019	67801 8/30/19	57.98
128003	99-6314	FOUR C CO	CART RENTAL	9/2019	25269	350.00
126848	99-8717	P & K EQUIPMENT	NEW CONTOUR MOWER	9/2019	6518628	22,000.00
128103	99-9974	BOWERS OIL CO.	FUEL FOR MAINT DEPT	9/2019	39174	1,633.57
FUND TOTAL:						25,757.34

FUND: 34 - LIBRARY

SUMMARY REPORT

127049	99-10095	RICOH USA, INC	WARRANTY RENEWAL	9/2019	5057422483	149.34
127812	99-103	ONG	MONTHLY SRVC/JULY 2019	9/2019	16909 JULY 19	203.31
127928	99-10488	ADMIRAL EXPRESS LLC	CASE OF BUBBLE MAILERS	9/2019	2052820	168.79
127321	99-10547	BEASLEY TECHNOLOGY INC	WIRELESS RENEWAL	9/2019	COR-109008	1,160.00
127930	99-10592	WOOTEN PLUMBING & UTILITIES	REPAIR CLOGGED DRAIN	9/2019	13653	147.00
127929	99-10638	JFJ DISC REPAIR INC	OFFICE SUPPLIES	9/2019	195921-IN	324.95
127809	99-28	OG&E	AUGUST ELECTRIC SRVCS	9/2019	80597 8/22/19	2,347.91
127303	99-7276	BARNES & NOBLE BOOKSELLERS	CHILDRENS BOOKS	9/2019	3891769	749.28
127045	99-7963	TAMMY YVONNE TALLEY	JANITORIAL SERVICES	9/2019	SEPT 2019 127045	345.00
127046	99-7963	TAMMY YVONNE TALLEY	JANITORIAL SERVICES	9/2019	SEPT 2019 127046	950.00
127932	99-9086	EMCO TERMITE & PEST CONTROL	SENTICON RENEWAL	9/2019	18151 11/20/19	350.00
FUND TOTAL:						6,895.58

FUND: 35 - PARKS & RECREATION

SUMMARY REPORT

127904	99-10160	MERRIFIELD OFFICE SOLUTIONS	10 CHAIRS/SENIOR CENTER	9/2019	176563-001	2,400.00
127922	99-10252	CECIL COX ENTERPRISES	2 TIRES FOR 3 GANG MOWER	9/2019	3048406	45.70
127812	99-103	ONG	MONTHLY SRVC/JULY 2019	9/2019	16909 JULY 19	232.00
127921	99-10562	FUN EXPRESS, LLC	HALLOWEEN PRIZES	9/2019	697843266	110.33
127920	99-10753	MIKE J NAIFEH	TWO BANNERS	9/2019	1489	185.00
127907	99-1992	JOHN DEERE FINANCIAL ACCT#52	CYCLE OIL/TRIMMER LINE	9/2019	058259/2	142.86
127809	99-28	OG&E	AUGUST ELECTRIC SRVCS	9/2019	80597 8/22/19	4,570.02
127803	99-4269	CREEK COUNTY RURAL WTR #3	WATER BILL FOR RV PARK	9/2019	24027 8/21/19	115.00
127623	99-4700	COX COMMUNICATIONS	CABLE/BTW& SENIOR CTR	9/2019	2401 8/27/19	39.52
125618	99-8434	FLEETCOR TECHNOLOGIES d/b/a	FUEL & OIL/AUGUST 2019	9/2019	AUG 2019	117.59
127390	99-8545	TITAN COMMERCIAL SERVICES,	CLEAN PARK RESTROOMS	9/2019	SEPT 2019 127390	750.00
127395	99-9288	ADVANCE ALARMS, INC	ALARM MONITORING	9/2019	1766865/1766248	50.00
127375	99-9382	OFFICE EXPRESS JANITORIAL	SENIOR JANITORIAL SERVICES	9/2019	0919 SENIOR	850.00
127376A	99-9382	OFFICE EXPRESS JANITORIAL	SENIOR JANITORIAL SERVICES-BTW	9/2019	0919 REC	995.00
FUND TOTAL:						10,603.02

FUND: 36 - SWIMMING POOL

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
127812	99-103	ONG	MONTHLY SRVC/JULY 2019	9/2019	16909 JULY 19	91.99
127809	99-28	OG&E	AUGUST ELECTRIC SRVCS	9/2019	80597 8/22/19	2,016.46
127397	99-9288	ADVANCE ALARMS, INC	ALARM MONITORING	9/2019	1765916	25.00
127386A	99-9977	SUNBELT POOLS, INC.	CHLORINE FOR POOL	9/2019	43638-1	3,183.04
FUND TOTAL:						5,316.49

FUND: 41 - POLICE CASH

SUMMARY REPORT

127554	99-8497	APPLIED CONCEPTS	4 RADARS	9/2019	353351	12,008.00
FUND TOTAL:						12,008.00

FUND: 42 - FED.SIEZED & FORFIETURE

SUMMARY REPORT

127573A	99-10809	MOBILEDEMAND LC	15 WIRING ADAPTORS	9/2019	SI64109	1,593.75
FUND TOTAL:						1,593.75

FUND: 44 - MAJOR THOROFARE

SUMMARY REPORT

127809	99-28	OG&E	AUGUST ELECTRIC SRVCS	9/2019	80597 8/22/19	2,187.28
126691	99-3633	PUBLIC SERVICE COMPANY OF O	EXPRESSWAY LIGHTS	9/2019	94209 8/26/19	525.64
128050	99-727	BARCO MUNICIPAL PRODUCTS	INFOUR (4) SIGNS	9/2019	IN-234506	198.04
127179	99-8909	DUNHAM'S ASPHALT SERVICE,	IHOT/COLD MIX	9/2019	252769	831.25
FUND TOTAL:						3,742.21

FUND: 45 - CAPITAL IMPROVEMENTS

SUMMARY REPORT

126547	99-10098	JOHN VANCE MOTORS, INC	UTILITY FOREMAN TRUCK	9/2019	100242	27,161.00
127123	99-10762	CHARLES ARMBRUSTER MARNIDA	SETUP 30 X 70 SHOP BLDG	9/2019	5-829	13,125.00
127122	99-10836	LUCAS METAL WORKS INC	30 X 70 SHOP BUILDING	9/2019	37863	16,255.29
FUND TOTAL:						56,541.29

FUND: 46 - WATER & SEWER SALES TAX

SUMMARY REPORT

127812	99-103	ONG	MONTHLY SRVC/JULY 2019	9/2019	16909 JULY 19	101.87
127146	99-10560	CORE & MAIN LP	6X4 REDUCER	9/2019	L096664	139.12
127879	99-10641	DUKE'S ROOT CONTROL INC	CHEM APP 15000 SWR LINE	9/2019	15977	16,607.29
127890	99-10670	MANUEL OCTAVIO SALDIVAR	CONCRETE LEAK REPAIRS	9/2019	1124 9/9/19	2,100.00
127148	99-10857	KYRSTEN L LANG	DIRT/TOP SOIL/VAR JOBS	9/2019	90 127148	300.00
127133	99-1992	JOHN DEERE FINANCIAL ACCT#5	FUEL CLNR/PAINT STICK	9/2019	H50969/2	41.93
127139	99-1992	JOHN DEERE FINANCIAL ACCT#5	TOOLS, TAPE, GLUE	9/2019	O58148/2	90.39
127140	99-1992	JOHN DEERE FINANCIAL ACCT#5	STEEL TOED BOOTS	9/2019	O61634/2	289.98
127809	99-28	OG&E	AUGUST ELECTRIC SRVCS	9/2019	80597 8/22/19	480.23
127880	99-3131	ROSE STATE COLLEGE	WTR SWR COLL TECH "D"	9/2019	30701	120.00
127971	99-3707	O'REILLY AUTOMOTIVE INC	FUEL FIL/OIL PAN/GASKET	9/2019	153-188522	164.15
127886	99-7169	GKB INC	REPAIR OF RD BORING UNIT	9/2019	W05577	406.70
125618	99-8434	FLEETCOR TECHNOLOGIES d/b/a	FUEL & OIL/AUGUST 2019	9/2019	AUG 2019	280.11
127149	99-9080	J & R EQUIPMENT, LLC	DEBRIS HOSES & CLAMPS	9/2019	O1P2515	803.18
FUND TOTAL:						21,924.95

FUND: 48 - WATER RESOURCE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
125944	99-1850	AMERICAN HERITAGE BANK	QTRLY DEBT SERV PMT	9/2019	2ND QTR 125944	12,685.48
127474	99-9525	HARLAN YOCHAM II	WTR LINE CONSTRUCTION	9/2019	1 127474	9,424.00
FUND TOTAL:						22,109.48

FUND: 49 - SEWER EXT & DEV FUND

SUMMARY REPORT

123678A	99-3881	FHC, INC. DBA TETRA TECH	FHFRK RD SANI SEWER EXT	9/2019	51484158	5,400.00
123969R	99-3881	FHC, INC. DBA TETRA TECH	FHWWTWP ENGINEERING SRVC	9/2019	51484159	46,100.00
FUND TOTAL:						51,500.00

FUND: 58 - JUVENILE JUSTICE FUND

SUMMARY REPORT

127458	99-7564	HUMAN SKILLS & RESOURCES	I PROBATION SERVICES	9/2019	8/1-8/31/19	1,250.00
FUND TOTAL:						1,250.00

FUND: 60 - GRANTS AND AID

SUMMARY REPORT

127603	99-10071	PLAY BY DESIGN INC	WOODEN BENCHES	9/2019	3027	8,140.00
127919	99-10225	CARLTON E CLINE	ADA WALKING TRAIL	9/2019	1454	6,485.00
FUND TOTAL:						14,625.00

FUND: 65 - STREET IMP.SALES TAX

SUMMARY REPORT

127426	99-7994	BANCFIRST	DEBT SERVICE PAYMENTS	9/2019	SEPT 2019 127426	52,102.29
FUND TOTAL:						52,102.29

FUND: 83 - G.O.BOND CONSTR FUND

SUMMARY REPORT

127429R	99-10784	PALMERTON & PARRISH INC	INSPEC/SPORTS COMPLEX	9/2019	255692-8	244.59
FUND TOTAL:						244.59
GRAND TOTAL:						823,191.53

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2019	10	501-301	TRAINING & TRAVEL	46.11	
9/2019	10	501-311	PROFESSIONAL SERVICES	2,500.00	
9/2019	10	502-302	DUES AND SUBSCRIPTIONS	640.00	
9/2019	10	504-201	OFFICE SUPPLIES	64.44	
9/2019	10	504-311	PROFESSIONAL SERVICES	303.01	
9/2019	10	506-301E	EMPLOYEE TRAINING/RECOGNITION	34.63	
9/2019	10	506-311P	PHYSICALS	126.50	
9/2019	10	506-312	ADVERTISING	45.00	
9/2019	10	508-214	OPERATIONAL SUPPLIES	71.00	
9/2019	10	508-301	TRAINING AND TRAVEL	60.00	
9/2019	10	508-315	FEES & OTHER CHARGES	25.00	
9/2019	10	508-331	UTILITIES	625.23	
9/2019	10	508-353	MAINTENANCE-BUILDINGS	93.21	
9/2019	10	509-311	PROFESSIONAL SERVICES	4,500.00	
9/2019	10	509-313	PRINTING	380.52	
9/2019	10	510-311	PROFESSIONAL SERVICES	4,215.80	
9/2019	10	510-351	MAINTENANCE-EQUIPMENT	125.00	
9/2019	10	511-201	OFFICE SUPPLIES	66.76	
9/2019	10	511-211	JANITORIAL SUPPLIES	177.46	
9/2019	10	511-214	OPERATIONAL SUPPLIES	255.00	
9/2019	10	511-221	FUEL AND OIL	143.67	
9/2019	10	511-241	SAFETY EQUIPMENT	1,987.00	
9/2019	10	511-242	PUBLIC EDUCATION MATERIAL	3,956.80	
9/2019	10	511-301	TRAINING AND TRAVEL	6,227.95	
9/2019	10	511-311	PROFESSIONAL SERVICES	50.00	
9/2019	10	511-314	UNIFORMS	50.97	
9/2019	10	511-331	UTILITIES	3,887.44	
9/2019	10	511-332	COMMUNICATIONS	400.10	
9/2019	10	511-351	MAINTENANCE-EQUIPMENT	937.44	
9/2019	10	511-352	MAINTENANCE-VEHICLES	308.57	
9/2019	10	511-353	MAINT-BUILDINGS & FIXTURE	55.56	
9/2019	10	511-505	LEASE PAYMENTS	150.00	
9/2019	10	512-141	CONTRACT LABOR	1,495.00	
9/2019	10	512-211	JANITORIAL SUPPLIES	119.34	
9/2019	10	512-214	OPERATIONAL SUPPLIES	284.80	
9/2019	10	512-221	FUEL AND OIL	47.46	
9/2019	10	512-301	TRAINING AND TRAVEL	759.10	
9/2019	10	512-321	PRISONER CARE	1,317.56	
9/2019	10	512-331	UTILITIES	3,202.42	
9/2019	10	512-351	MAINTENANCE-EQUIPMENT	851.70	
9/2019	10	512-352	MAINTENANCE-VEHICLES	1,376.40	
9/2019	10	512-353	MAINTENANCE-BUILDINGS	6,082.00	
9/2019	10	513-331	UTILITIES	1,478.37	
9/2019	10	513-351	MAINT - EQUIPMENT	75.00	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2019	10	514-331	UTILITIES	338.00	
9/2019	10	514-351	MAINTENANCE-EQUIPMENT	588.00	
9/2019	10	516-312	ADVERTISING	40.70	
9/2019	10	517-332	COMMUNICATION	40.01	
9/2019	10	590-141	CONTRACT LABOR	5,362.75	
9/2019	10	590-201	OFFICE SUPPLIES	43.21	
9/2019	10	590-202	POSTAGE	3,508.59	
9/2019	10	590-311	PROFESSIONAL SERVICES	250.00	
9/2019	10	590-312	ADVERTISING	229.05	
9/2019	10	590-315	FEES & OTHER CHARGES	338.19	
9/2019	10	590-331	UTILITIES	487.13	
9/2019	10	590-332	COMMUNICATIONS	10,285.88	
9/2019	10	590-353	MAINT-BUILDING & FIXTURES	589.75	
9/2019	10	590-505	LEASE PAYMENTS	2,327.00	74,027.58
9/2019	20	522-352	EQUIPMENT-VEHICLES	100.00	
9/2019	20	523-221	FUEL AND OIL	88.88	
9/2019	20	523-311	PROFESSIONAL SERVICES	1,916.52	
9/2019	20	523-351	MAINTENANCE-EQUIPMENT	301.00	
9/2019	20	523-352	MAINTENANCE-VEHICLES	173.40	
9/2019	20	524-212	CHEMICALS	10,326.24	
9/2019	20	524-214	OPERATIONAL SUPPLIES	153.35	
9/2019	20	524-221	FUEL & OIL	34.39	
9/2019	20	524-311	PROFESSIONAL SERVICES	2,895.00	
9/2019	20	524-315B	FEES & OTHR CHGS-SKIATOOK	9,319.27	
9/2019	20	524-322	WATER PURCHASE	241.98	
9/2019	20	524-331	UTILITIES	17,909.28	
9/2019	20	524-341	RENTAL OF EQUIPMENT	123.00	
9/2019	20	524-352	MAINTENANCE-VEHICLE	304.73	
9/2019	20	524-354	MAINTENANCE-FACILITIES	426.46	
9/2019	20	525-214-.01	OPERATING SUPPLIES-LAB	546.32	
9/2019	20	525-221	FUEL & OIL	80.98	
9/2019	20	525-311D	PROF SERVICES-TESTING	3,015.00	
9/2019	20	525-325	SEWAGE DISPOSAL FEE	364.35	
9/2019	20	525-331	UTILITIES	23,025.24	
9/2019	20	525-341	RENTAL OF EQUIPMENT	3,132.31	
9/2019	20	525-345	DISPOSAL OF SLUDGE	4,917.41	
9/2019	20	525-354	MAINTENANCE-FACILITIES	1,893.44	
9/2019	20	528-311E	PROF SERV - INDUSTRY TESTING	520.00	
9/2019	20	590-141	CONTRACT LABOR	5,362.75	
9/2019	20	590-311	PROFESSIONAL SERVICES	250.00	
9/2019	20	590-331	UTILITIES	487.12	
9/2019	20	590-353	BUILDING MAINTENANCE	174.75	
9/2019	20	590-501F	BOND EXP - SERIES 2012	135,866.66	
9/2019	20	590-501G	REVENUE BOND EXP - SERIES 2013	204,776.24	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2019	20	590-502	REVENUE BOND TRUSTEE FEES	1,104.17	
9/2019	20	590-502A	NOTE PAYABLE EXPENSE	500.00	
9/2019	20	591-390	CONTINGENCY NOT BUDGETED	11,462.71	441,792.95
9/2019	29	529-211	JANITORIAL SUPPLIES	34.28	
9/2019	29	529-214	OPERATING SUPPLIES	63.96	
9/2019	29	529-221	FUEL & OIL	274.87	
9/2019	29	529-331	UTILITIES	231.73	
9/2019	29	529-352	MAINTENANCE-VEHICLES	444.57	
9/2019	29	529-354	MAINTENANCE-FACILITIES	6,500.00	7,549.41
9/2019	30	530-214	OPERATING SUPPLIES	71.24	
9/2019	30	530-260	MINOR EQUIPMENT & FURNISHINGS	34.06	
9/2019	30	530-301	TRAINING AND TRAVEL	4.70	
9/2019	30	530-331	UTILITIES	443.55	
9/2019	30	530-351	MAINTENANCE-EQUIPMENT	8,213.60	
9/2019	30	530-352	MAINTENANCE-VEHICLES	185.67	8,952.82
9/2019	31	531-141	CONTRACT LABOR	1,600.00	
9/2019	31	531-212	CHEMICALS	366.87	
9/2019	31	531-214	OPERATING SUPPLIES	93.21	
9/2019	31	531-221	FUEL & OIL	37.34	
9/2019	31	531-331	UTILITIES	465.94	2,563.36
9/2019	32	532-141	CONTRACT LABOR	750.00	
9/2019	32	532-142	PERMIT SALES COMMISSION	289.50	
9/2019	32	532-331	UTILITIES	1,051.92	2,091.42
9/2019	33	533-215	PRO SHOP SUPPLIES	350.00	
9/2019	33	533-221	FUEL & OIL	1,633.57	
9/2019	33	533-331	UTILITIES	1,715.79	
9/2019	33	533-354	MAINTENANCE-FACILITIES	57.98	
9/2019	33	533-401-.01	EQUIPMENT-DESIGNATED	22,000.00	25,757.34
9/2019	34	534-141	CONTRACT LABOR	1,295.00	
9/2019	34	534-201	OFFICE SUPPLIES	493.74	
9/2019	34	534-302	DUES AND SUBSCRIPTIONS	149.34	
9/2019	34	534-331	UTILITIES	2,551.22	
9/2019	34	534-351	MAINTENANCE-EQUIPMENT	1,160.00	
9/2019	34	534-353	MAINT/BUILDINGS	497.00	
9/2019	34	534-407	BOOKS	749.28	6,895.58
9/2019	35	535-141	CONTRACT LABOR	2,595.00	
9/2019	35	535-221	FUEL AND OIL	117.59	
9/2019	35	535-243	RECREATIONAL SUPPLIES	110.33	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2019	35	535-260	MINOR EQUIPMENT & FURNISHINGS	2,400.00	
9/2019	35	535-313	PRINTING	185.00	
9/2019	35	535-331	UTILITIES	4,917.02	
9/2019	35	535-332	COMMUNICATIONS	39.52	
9/2019	35	535-351	MAINTENANCE-EQUIPMENT	95.70	
9/2019	35	535-354	MAINTENANCE-FACILITIES	142.86	10,603.02
9/2019	36	536-212	CHEMICALS	3,183.04	
9/2019	36	536-331	UTILITIES	2,108.45	
9/2019	36	536-351	MAINTENANCE-EQUIPMENT	25.00	5,316.49
9/2019	41	541-401	EQUIPMENT	12,008.00	12,008.00
9/2019	42	542-401	EQUIPMENT	1,593.75	1,593.75
9/2019	44	544-251	SIGN SUPPLIES	198.04	
9/2019	44	544-331	UTILITIES	2,712.92	
9/2019	44	544-354	MAINTENANCE-FACILITIES	831.25	3,742.21
9/2019	45	531-404	BUILDING & FIXTURES	29,380.29	
9/2019	45	546-403	VEHICLES	27,161.00	56,541.29
9/2019	46	546-214	OPERATIONAL SUPPLIES	65.43	
9/2019	46	546-221	FUEL AND OIL	280.11	
9/2019	46	546-231	MINOR TOOLS	45.95	
9/2019	46	546-241	SAFETY SUPPLIES	289.98	
9/2019	46	546-260	MINOR EQUIPMENT & FURNISHINGS	803.18	
9/2019	46	546-301	TRAINING AND TRAVEL	120.00	
9/2019	46	546-331	UTILITIES	582.10	
9/2019	46	546-351	MAINTENANCE-EQUIPMENT	427.64	
9/2019	46	546-352	MAINTENANCE-VEHICLES	164.15	
9/2019	46	546-354	MAINTENANCE-FACILITIES	19,146.41	21,924.95
9/2019	48	548-405B	FACILITIES-CONTRACT	9,424.00	
9/2019	48	548-501	NOTE PAYMENTS	12,685.48	22,109.48
9/2019	49	525-311	PROFESSIONAL SERVICES	46,100.00	
9/2019	49	526-311	PROFESSIONAL SERVICES	5,400.00	51,500.00
9/2019	58	558-141	CONTRACT LABOR	1,250.00	1,250.00
9/2019	60	584-405B	FACILITIES-CONTRACT	14,625.00	14,625.00
9/2019	65	565-501	BOND EXP -SERIES 2004/2014	39,583.34	
9/2019	65	565-501I	2004/2014 DEBT SERVICE - INT	12,185.61	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
9/2019	65	565-502	REVENUE BOND TRUSTEE FEES	333.34	52,102.29
9/2019	83	578-311B	PROF SVCS-ENG (CA & INSP)	244.59	244.59
				GRAND TOTAL ESTIMATE:	0.00
				GRAND TOTAL ACTUAL:	823,191.53
				REPORT TOTAL:	823,191.53



Consent Agenda 7. B.

City Council Regular

Meeting Date: September 16, 2019

Submitted For: Hailey Sharp, Accounts Payable Clerk

Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving Prepaid claims in the amount of \$226,636.93

Attachments

Pre-paid Claims 9/16/19

Prepaid Claims for Agenda 09/16/19
Submitted by: Hailey Sharp A/P

City:

Hub International September 2019 employee health insurance- \$226,636.93

Total Amount \$ 226,636.93



AGENDA ITEM

Presentations & Proclamations 6. A.

City Council Regular

Meeting Date: September 16, 2019

Submitted By: Becky McGinnis, HR Director

Department: Human Resources

Presented By: Becky McGinnis

SUBJECT:

A Resolution Commending Jeff Daves, Police Lieutenant, and Showing Appreciation for His Twenty-Four Years of Service to the City of Sapulpa.

BACKGROUND:

After twenty-four years of service to the City of Sapulpa, Jeff Daves has submitted his request to retire from the City. The City of Sapulpa would like to recognize Jeff Daves for his dedicated service.

RECOMMENDATION:

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

Attachments

Resolution - Daves

Resolution #4586

RESOLUTION NUMBER _____

**A RESOLUTION COMMENDING JEFF DAVES, POLICE LIEUTENANT, AND
SHOWING APPRECIATION FOR HIS TWENTY-FOUR YEARS OF SERVICE
TO THE CITY OF SAPULPA**

WHEREAS,

The City of Sapulpa, a Municipal Corporation, is one of the great cities in Oklahoma and acknowledging the greatness of a City must be attributed in part to the staff and employees; and,

WHEREAS,

It is the pleasure and responsibility of the City of Sapulpa to recognize its employees for outstanding service and commitment; and,

WHEREAS,

Jeff Daves has worked faithfully for the City of Sapulpa starting in the Police Department in October 1994. In October 2015 he was promoted to Lieutenant and served with dedication for his entire career.

NOW, THEREFORE, BE IT RESOLVED:

That the City Council of the City of Sapulpa, Oklahoma, hereby extends its greatest appreciation, praise and admiration to a Great Man, Jeff Daves, for Twenty-four years of service to the City; and,

BE IT FURTHER RESOLVED:

That a copy of this Resolution will be a permanent part of the official records of the City of Sapulpa and that a copy will be suitably prepared and presented to him.

PASSED and APPROVED in Regular Session this 16th day of September 2019.

Reg Green, Mayor

ATTEST:

Shirley Burzio, City Clerk



AGENDA ITEM

Administration 10. A.

City Council Regular

Meeting Date: September 16, 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 Services Agreement with Guy Engineering Services, Inc. for professional services needed for 49th W Ave & SH-117 Intersection Project, including Design, Survey, R/W Documentation and Staking at a collective cost of \$73,828, and Utility Relocation Coordination, ROW Acquisition and Environmental Study for an additional cost of \$55,864, for a total aggregate amount of \$129,692

BACKGROUND:

This agreement provides the engineering services needed to add a southbound turn lane from 49th W Ave to SH-117. The firm of Guy Engineering is the group working with Creek County on its side of the project. The services provided under the agreement are grouped into the following categories: Design; Survey, R/W Docs, Staking; Utility Relocation Coordination; Right-of-Way Acquisition; and Environmental Study --- each of which requires a Notice to Proceed from the City before triggering service and costs. The first 2 phases of service, Design (\$53,932) and Survey (\$19,896) will be initiated immediately after approval of the agreement.

RECOMMENDATION:

Staff recommends approval of the Services Agreement and for authorization to commence the Design and Survey work in the amount stated.

Fiscal Impact

Amount: \$73,828.00

To be paid from: Major Thoroughfare Fund

Account number: 44-544-390

Attachments

Agreement



GUY ENGINEERING

August 2, 2019

Steve Hardt
City of Sapulpa
PO Box 1130
Sapulpa, OK 74067

Re: 49th W Ave & SH-117 Intersection

Dear Mr. Hardt:

Thank you for this opportunity to provide City of Sapulpa with a fee proposal for the professional services needed for the above project. This proposal is to provide pre-construction services to add a southbound left turn lane from 49th W Ave to SH-117.

We propose to perform the following services:

- Topographic and boundary survey
- Design and preparation of construction plans
- Right-of-way document preparation and staking
- Right-of-way acquisition
- Utility relocation coordination
- Environmental studies

The fees proposed are:

Design	\$53,932.00	Lump Sum
Survey, R/W Docs, Staking	\$19,896.00	Lump Sum
Utility Relocation Coordination	\$25,170.00	Unit Rate (Estimated)
Right-of-Way Acquisition	\$16,593.00	Unit Rate (Estimated)
Environmental	\$14,101.00	Time and Materials (Estimated)

We look forward to working with you on this project. If you have any questions, please feel free to contact me at Rebecca@GUYengr.com or (539) 424-5083.

Sincerely,

Rebecca Alvarez, PE, CFM
Vice President

Encl

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "*Services Agreement*" or "*Agreement*") is entered into effective as of the _____ day of _____, 20____ (the "*Effective Date*") by and between GUY ENGINEERING SERVICES, INC., an Oklahoma corporation ("*Consultant*") and CITY OF SAPULPA ("*Client*").

WITNESSETH:

WHEREAS, Client requires the services of qualified personnel to develop and perform Services, as hereinafter defined;

WHEREAS, Consultant has experience in the business of furnishing professional services for a variety of projects;

WHEREAS, Client and Consultant desire to enter into an agreement for Consultant to perform certain services pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the covenants, conditions and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Consultant agree as follows:

**SECTION 1
SERVICES TO BE PERFORMED**

1.1 The Services. The services to be performed by Consultant under this Agreement (the "*Services*") are outlined in Exhibit B. Any proposed changes to the Services must be approved in writing by Consultant and Client before taking effect.

1.2 The Project and the Site. The Services are related to adding a turn lane to 49th W Ave southbound onto SH-117 (the "*Project*") which is, or is contemplated to be, situated at or near the intersection of 49th W Ave and SH-117 (the "*Site*").

**SECTION 2
SCHEDULE FOR SERVICES**

Consultant shall use commercially reasonable efforts to perform the Services in accordance with the following schedule (the "*Schedule*"):

Approximate timeframes:

Task Name	Milestone
Conduct survey	60 calendar days from Notice to Proceed
Submit preliminary plans for field review	90 calendar days from survey complete
Environmental studies	180 calendar days from survey complete
Submit RW plans and conveyance instruments	15 calendar days from environmental studies complete
RW acquisition	180 calendar days from RW plan submittal
Utility Relocations (timeframe dependent on utility companies)	180 calendar days from RW acquisition complete
Submit final construction plans	15 calendar days from utility relocations complete

Anticipated construction start date is FY2021.

SECTION 3 COMPENSATION FOR SERVICES

3.1 Fee. Client shall pay Consultant, and Consultant agrees to receive as payment for the Services, a fee as describe below, and detailed in Exhibit C and (the "*Compensation*") payable within 30 days of receipt of invoice. *No services shall be performed by Consultant until receipt of a Notice to Proceed from Client for the areas described below:*

Design	\$53,932.00	Lump Sum
Survey, R/W Docs, Staking	\$19,896.00	Lump Sum
Utility Relocation Coordination	\$25,170.00	Unit Rate (Estimated)
Right-of-Way Acquisition	\$16,593.00	Unit Rate (Estimated)
Environmental	\$14,101.00	Time and Materials (Estimated)

Any proposed change in the Compensation must be approved in writing by Client and Consultant before taking effect.

SECTION 4 CONTRACT DOCUMENTS

4.1 Contract Documents. Consultant and Client agree that the contract documents (the "*Contract Documents*") for the Project shall consist of, and the parties shall be bound by:

- (a) This Agreement and all attachments and exhibits hereto, including, without limitation, the General Terms and Conditions set forth on **Exhibit A** hereto and all attachments and exhibits thereto (the "*General Terms and Conditions*"); and
- (b) All drawings, specifications and all other technical and special terms and conditions and all other documents listed, or referred to, in the foregoing documents, if any (the "*Technical Documents*").

4.2 Definitions; Interpretation. All terms capitalized but not otherwise defined herein shall have the meanings set forth herein and in the General Terms and Conditions. The Contract Documents shall be interpreted together and in harmony with one another. In the event of any inconsistency or conflict between the Contract Documents, such conflict or inconsistency shall be resolved by reference to the Contract Documents in the following order of priority: *first*, the terms of the Agreement (including the General Terms and Conditions attached thereto as **Exhibit A**); and *second*, the Technical Documents.

SECTION 5 STANDARDS

5.1 Standard of Care; Warranties. Consultant warrants that the Services performed under this Agreement will (a) conform in all material respects to the requirements and specifications set forth in the Contract Documents, and (b) be performed in accordance with applicable Laws and Good Industry Standards. For purposes hereof, "*Good Industry Standards*" means generally accepted practices and standards of care and diligence normally practiced or approved by persons engaged in performing work similar to the Services. Consultant further agrees that if Client notifies Consultant in writing at any time up to the expiration of 12 months after the date of Consultant's completion of the Services that such Services do not conform in material respects to the foregoing warranties and standards of care, and specifies the nature of the nonconformance, and if the Services do not, in fact, so conform, Consultant will diligently re-perform, at its sole expense, the Services to the extent necessary to make them conform. **Notwithstanding the foregoing, Consultant does not warrant or guarantee that any design, engineering,**

specifications, equipment and/or materials supplied by entities other than Consultant or its subcontractors will produce any intended result or achieve any intended purpose. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT, CONSULTANT DISCLAIMS ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FINANCABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING AND/OR USAGE OF TRADE. THE REPERFORMANCE OBLIGATIONS STATED IN THIS SECTION SHALL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY FOR ALL LIABILITY OF CONSULTANT ARISING FROM OR RELATED TO NON-CONFORMING OR DEFECTIVE WORK.

5.2 Compliance with Laws. Consultant agrees that the Services, and its performance thereof, shall conform with all applicable Laws.

SECTION 6 PERSONNEL

Consultant agrees that it shall provide and assign experienced personnel, as applicable, in sufficient numbers to support and adequately staff and perform the Services and fulfill Consultant's obligations under the Contract Documents. Consultant shall promptly designate in writing to Client an individual to act as a representative authorized to act on behalf of Consultant with respect to the Project (the "*Consultant's Representative*"). Consultant may change its Consultant's Representative at any time upon giving written notice of such change to Client.

SECTION 7 INSURANCE

7.1 Required Insurance Coverages. During the performance of the Services under this Agreement, the Consultant shall keep and carry in force policies of insurance in the minimum amount as set forth herein or as required by the laws of the State of Oklahoma, whichever is greater.

- General Liability Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$100,000 for each occurrence and not less than \$100,000 in the aggregate.
- Automobile Liability Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$100,000 for each accident.
- Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence.
- Professional Liability Insurance with limits of not less than \$500,000 with prior acts endorsement for the insurance to remain in effect for a minimum of two years after acceptance of the Project by the Client.

7.2 Additional Insurance Provisions. All insurance maintained by Consultant or any subcontractor in accordance with the terms hereof shall comply with the following:

- Deductible levels for all required insurance will be commercially reasonable. Consultant shall be solely responsible for the payment of all deductibles (including, without limitation, deductibles for builder's risk policies carried by Consultant or Client) and all self-insured retention amounts retained by Consultant.
- To the extent of Consultant's indemnification obligations pursuant to Article 7 of **Exhibit A** to the Agreement, all required insurance policies shall be endorsed to provide that they are primary without

right of contribution from Client or any insurance otherwise maintained by Client, and not in excess of any insurance issued to Client.

- The policies required by the Contract Documents (except worker's compensation and professional liability insurance policies) shall list the following as additional insureds to the extent of Consultant's indemnification obligations pursuant to Article 7 of **Exhibit A** to the Agreement:
 - (a) Client and "all Client affiliated companies"; and
 - (b) All Indemnitees as defined in **Exhibit A** to the Agreement.
- Except where prohibited by Law and only to the extent of Consultant's indemnification obligations pursuant to Article 7 of **Exhibit A** to the Agreement, Consultant waives all rights of subrogation, and Consultant shall cause each insurer, to waive their rights of subrogation as to Client and its respective contractors, consultants, agents and employees.
- Without limiting the foregoing, Consultant's insurance obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
- Unless otherwise agreed in writing by the parties hereto, should any of the work under the Contract Documents be subcontracted, Consultant shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Consultant may insure subcontractors under its own policies.
- Upon Client's request, Consultant shall provide certificates of insurance certifying that all coverages and terms required herein have been obtained. Said certificates shall further provide that said insurance will not be cancelled by the insurer without the insurer first giving the Client 30 days' written notice of cancellation.
- Consultant shall provide Client at least 30 days' prior written notice of any cancellation of, non-renewal, or material change as may adversely affect any insurance policy or coverage in force.
- All coverages shall be issued by insurance companies selected by Consultant and authorized to do business in the state in which the Services are to be performed, of recognized good standing and hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of financial stability that is otherwise approved by Client.

SECTION 8 NOTICES

All notices, Claims, demands, and other communications of similar import to be given by any party to this Agreement or to any other party hereto shall be in writing, and shall be given by personal delivery, electronic mail (but only if the intended recipient confirms in writing receipt of such electronic mail), receipted delivery service or by registered or certified mail, first class postage prepaid, return receipt requested, and shall be delivered or addressed as follows:

To Client at:

City of Sapulpa
Attn: Steve Hardt
PO Box 1130
Sapulpa, OK 74067
Phone: (918) 216-4352
E-mail: shardt@cityofsapulpa.net

To Consultant at:

Guy Engineering Services, Inc.
Attn: John E. Blickensderfer
6910 East 14th Street
Tulsa, Oklahoma 74112
Phone: (918) 437-0282
E-mail: john-b@guyengr.com

The above addresses may be changed by giving written notice of such change to the other party. All notices or communications shall be deemed given when actually received or refused at the intended address.

**SECTION 9
CONFLICTS OF INTEREST**

Neither party will pay any commission, fee or rebate to an employee of the other party, or favor an employee of the other party with any gift or entertainment of significant value in connection with the Contract Documents.

**SECTION 10
REPRESENTATIONS AND WARRANTIES**

10.1 Consultant Representations and Warranties. Consultant represents and warrants to Client that:

(a) Consultant has the full right, power and authority to enter into this Agreement, to grant the rights granted herein, and to perform fully all of its obligations in this Agreement;

(b) Consultant's execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate or other entity action; and

(c) Consultant entering into this Agreement with Client and its performance of the Services does not and will not conflict with or result in any breach or default under any other agreement to which Consultant is subject.

10.2 Client Representations and Warranties. Client hereby represents and warrants to Consultant that:

(a) Client has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder;

(b) Client's execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate or other entity action; and

(c) Client entering into this Agreement with Consultant and its performance of the Services does not and will not conflict with or result in any breach or default under any other agreement to which Client is subject.

(Signature Page Follows)

WHEREFORE the parties have entered into this Services Agreement as of the Effective Date.

CLIENT:

CITY OF SAPULPA

By: _____

Title: _____

Name: _____
(Print)

Date: _____

CONSULTANT:

GUY ENGINEERING SERVICES, INC.

By:  _____

Title: President

Name: John E. Blickensderfer
(Print)

Date: August 2, 2019

**EXHIBIT A
TO
SERVICES AGREEMENT**

General Terms and Conditions

1. DEFINITIONS AND CONSULTANT SERVICES.

1.1 **Definitions.** The capitalized terms set forth below shall have the following meanings in this **Exhibit A** and in the Services Agreement to which this **Exhibit A** is attached:

"Affiliate" means, with respect to a party, any entity that is a direct or indirect parent or subsidiary of such party or that directly or indirectly (i) owns or controls such party, (ii) is owned or controlled by such party, or (iii) is under common ownership or control with such party. For purposes of this definition, "control" shall mean the power to direct the management or policies of such entity, whether through the ownership of voting securities, by contract, or otherwise. Control of fifty percent (50%) or more of the voting securities of a corporation, either directly or indirectly, shall constitute control of such corporation, but the foregoing shall not preclude a finding that a party may control another corporation through ownership of less than fifty percent (50%) of such voting securities.

"Agreement" or **"Services Agreement"** means that certain Services Agreement between Client and Consultant to which these General Terms and Conditions are attached and of which they are a part.

"Claims" means any and all claims, demands, suits, causes of action, legal or administrative proceedings, liabilities, losses, costs or expenses (including, without limitation, court costs, experts' fees and attorneys' fees).

"Client" means the entity identified as Client in the preamble to the Agreement.

"Client's Representative" means the person designated by Client and authorized to act on behalf of Client with respect to the Services, subject to the limitations in Section 2.2 of these General Terms and Conditions, and with whom Consultant may consult at all reasonable times during Consultant's performance of the Services.

"Compensation" has the meaning set forth in Section 3 ("Compensation for Services") of the Agreement.

"Confidential Information" has the meaning set forth in Section 15 of these General Terms and Conditions.

"Consultant" means the entity identified as Consultant in the preamble to the Agreement.

"Consultant's Representative" has the meaning set forth in Section 6 ("Personnel") of the Agreement.

"Contract Documents" has the meaning set forth in Section 4 ("Contract Documents") of the Agreement.

"Deliverables" has the meaning set forth in Section 13 of these General Terms and Conditions.

"Effective Date" has the meaning set forth in the preamble to the Agreement.

“Force Majeure” means any of the following causes to the extent such cause was neither foreseen nor reasonably foreseeable and is beyond the reasonable control of the party affected thereby: acts of war or the public enemy, whether war be declared or not, including terrorism; public disorder, epidemics, insurrection, rebellion, sabotage, riots or violent demonstrations; earthquakes, hurricanes, tornadoes, hail storms, torrents, floods, unusually severe weather or other natural calamities, disasters or acts of God; fire or explosion; strikes, lockouts or other industrial action by workers or employees of Client or of third parties not under the contractual control and supervision of Consultant; acts of the government of the United States, the individual states, county or local governments and regulatory agencies, or acts of any foreign country.

“General Terms and Conditions” means the terms and conditions of this **Exhibit A** to the Agreement.

“Governmental Authorizations” means all permits, consents, decisions, qualifications, licenses, privileges, approvals, certificates, certifications, confirmations or exemptions from, and all filings with, and notice to, any Governmental Authority.

“Governmental Authority” means any federal, state, county, municipal or foreign government in any jurisdiction having authority over Client, Consultant, the Services, the Project, or the Project site, or any ministry, department, court, commission, board, agency, institution, or similar entity under the direct control thereof.

“Indemnitee” or **“Indemnitees”** means, with respect to an indemnified party under Section 7.1 of these General Terms and Conditions, any Affiliate of such indemnified party, including without limitation, the directors, officers, managers, members, limited or general partners, shareholders or employees of such indemnified party.

“Law” in the singular, and **“Laws”** in the plural, means any of the following to the extent applicable to the Contract Documents or the Services: (a) any statute, law, rule, regulation, code, ordinance, judgment, decree, writ, order, concession, grant, franchise, license, agreement, directive, guideline, policy, requirement, or other governmental restriction or any binding interpretation or administration of any of the foregoing by any Government Authority whether now or hereafter in effect, or (b) any requirements or conditions on or with respect to the issuance, maintenance or renewal of any Government Authorization or applications therefor, whether now or hereafter in effect.

“Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

“Project” means the project defined and identified in Section 1 (“Services to be Performed”) of the Agreement.

“Reimbursable Expenditures” has the meaning set forth in Section 3 (“Compensation for Services”) of the Agreement.

“Schedule” has the meaning set forth in Section 2 (“Schedule for Services”) of the Agreement.

“Services” has the meaning set forth in Section 1 (“Services to be Performed”) of the Agreement.

“Site” has the meaning set forth in Section 1 (“Services to be Performed”) of the Agreement.

“Technical Documents” has the meaning set forth in Section 4 (“Contract Documents”) of the Agreement.

1.2 Terminology; Interpretations.

(a) Unless the context otherwise expressly requires, the word “law,” whether capitalized or not, has the meaning set forth in Section 1.1 above, the words “consultant,” “contractor” and “subcontractor”

mean any consultant, contractor, subcontractor, supplier, vendor or other person of any tier, as applicable, providing or performing any portion of the Services by, through or under Consultant; the words "herein," "hereto," "hereunder," and other words of similar import refer to the Contract Documents as a whole and not to a particular article or portion thereof; and the word "including" means "including, but not limited to"; the defined phrase "Client" includes any authorized representative of Client; and words which have well-known technical or industry meanings are used in the Contract Documents in accordance with such recognized meanings. References herein to "days" are calendar days unless otherwise stated.

(b) Whenever the context may require, any pronoun used shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. A reference to legislation or to a provision of legislation includes a modification or reenactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it. Client and Consultant have participated jointly in the negotiation and drafting of the Contract Documents. In the event an ambiguity or question of intent or interpretation arises, the Contract Documents shall be construed as if drafted jointly by Client and Consultant and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of the Contract Documents.

2. THE CLIENT'S RESPONSIBILITIES.

With respect to any Services under this Agreement:

2.1 Client shall furnish, without expense to Consultant and on a timely basis, the data and information reasonably required by Consultant to provide the Services. In performing the Services, Consultant shall be entitled to rely upon the sufficiency, accuracy, and completeness of such data and information furnished by or on behalf of Client and Consultant assumes no responsibility as to the sufficiency, accuracy, and completeness of such data and information.

2.2 Client shall promptly designate in writing to Consultant a representative authorized to act on Client's behalf with respect to the Services (the "*Client's Representative*"), with whom Consultant may consult with at all reasonable times, and whose instructions, approvals, requests and decisions shall be binding upon Client as to all matters pertaining to the Contract Documents and the performance of Client under the Contract Documents (unless Client notifies Consultant, in writing, that the authority of Client's Representative is limited in any manner). Client may change Client's Representative at any time by written notice to Consultant.

2.3 Client shall provide prompt written notice to Consultant if Client becomes aware of any fault or defect in the Consultant's provision of the Services.

2.4 Client shall furnish information or services to the extent that any such information or service is reasonably required by Consultant or necessary for Consultant to perform the Services.

3. MODIFICATION.

3.1 Supplementals. Services not expressly set forth in the Contract Documents are excluded from the scope of the Services. If any new or different requirement, condition, change or anything beyond Consultant's control alters the scope of the Services or otherwise affects the Consultant's costs or schedule to perform the Services, and is the result of (i) any act or omission by Client, (ii) a change in the Services requested by Client, (iii) any change of Law that requires re-performance of Services already completed or becomes applicable to the Services after the parties' execution of the Contract Documents, or (iv) a Force Majeure Event; then Consultant shall be entitled to additional time and compensation in order to complete the Services as mutually agreed upon by the parties in a written change order. Promptly after Consultant becomes aware of facts or circumstances which it believes will cause or constitute a change in the Services, Consultant shall send Client a written notice describing why it believes a change in the Services is necessary and proposing additional time and compensation for such change. If Client and Consultant are unable to reach agreement with respect to whether a change in the Services has occurred or is needed, or as to additional time or compensation needed to complete the Services after a change, within 15 days after the date of Consultant's notice to Client, then Consultant shall not proceed with the change until the matter is resolved as provided

in Section 10 below; provided however, if Client directs Consultant to begin performing the changed Services during the 15-day period, Consultant shall be entitled to reasonable compensation for changed Services performed during said period.

3.2 Differing Site Conditions. Consultant shall be entitled to an equitable adjustment to the Schedule and Consultant's Compensation for conditions that vary from information provided to Consultant in connection with the development of Consultant's pricing or the scope of Services. Such varying conditions may include without limitation, subsurface and latent physical conditions at the site, archeological finds of historical or cultural significance, protected or endangered species of plants and animals, or other conditions that may preclude Consultant from proceeding with the Services for reasons of health, safety, or legal restriction. Without waiving its rights hereunder, Consultant agrees to notify Client of such conditions within a reasonable time after discovery, whereupon Client will promptly investigate the same and issue appropriate orders or instructions to Consultant.

4. COMPENSATION AND PAYMENT.

4.1 Compensation. Client shall pay the Compensation to Consultant.

4.2 Payment. Consultant shall send an invoice(s) to Client with documentation reasonably satisfactory to Client setting forth hours worked (unless this is a fixed fee Agreement) and/or Reimbursable Expenditures incurred during the applicable period and any other supporting documentation reasonably requested by Client. Unless otherwise required by Law, all undisputed invoices, less any amounts properly withheld by Client under the Contract Documents, shall be due and payable to Consultant within 30 days after the date Client receives the invoice. If Client fails to pay undisputed invoiced amounts within said 30-day period, Consultant may, in addition to any other rights available under this Agreement, by law or in equity, require the payment of interest at the lower of 12% per annum or the maximum rate allowed by law, on all such unpaid amounts. All payments shall be made in US Dollars.

5. SCHEDULE.

5.1 Time for Performance. Consultant shall perform the Services diligently and shall make commercially reasonable efforts to perform the Services in accordance with the Schedule and in such manner so as to not delay the progress of the Project.

5.2 Force Majeure. Neither Client nor Consultant shall be liable for any delay or failure in the keeping or performance of its obligations under the Contract Documents during the time and to the extent that any such failure arises by reason of Force Majeure. Upon the occurrence of an event of Force Majeure the party affected thereby shall promptly give written notice (setting forth full particulars) to the other party and shall resume the keeping and performance of the respective obligation after the cause of Force Majeure has come to an end. If an event of Force Majeure occurs and continues for a period of 15 days from the date of occurrence of such Force Majeure event, the parties shall meet and make reasonable efforts to resolve the problem. During the existence of a Force Majeure event each party shall bear its own costs resulting therefrom.

6. CONSULTANT PERSONNEL AND SUBCONTRACTORS.

Consultant may utilize subcontractors in connection with its performance of the Services in its discretion. Consultant shall be liable for the performance of Services rendered hereunder by any subcontractors utilized by Consultant.

7. INDEMNIFICATION; LIMITATIONS OF LIABILITY.

7.1 Indemnity. Consultant agrees to indemnify, defend, and hold harmless Client and its Indemnitees from and against any and all Claims based upon, in connection with, relating to or arising out of negligent actions or inactions or willful misconduct in connection with performance of the Services by Consultant or its employees, agents or subcontractors. Client agrees to indemnify, defend, and hold harmless Consultant and its Indemnitees from and against any and all Claims based upon, in connection with, relating to or arising out of negligent actions or inactions or willful misconduct in connection with the Services or the Project by Client or its employees, agents or subcontractors (other than Consultant).

7.2 General. The obligations for indemnification herein required are severable. The unenforceability of any portion of the obligation for indemnification hereunder due to the effect of any Law, court decision, or any other reason, shall not nullify, reduce or limit other obligations set forth herein, and all other obligations arising under this Section shall remain in full force and effect.

7.3 Notice. The indemnified party shall promptly notify the indemnifying party in writing of any Claims for which the indemnifying party may be responsible under Section 7.1.

7.4 Defense of Claims. The indemnifying party under Section 7.1, as applicable, shall provide competent counsel reasonably acceptable to the indemnified party, to defend the indemnified party pursuant to the obligations of the indemnifying party described in Section 7.1 within two weeks of notice by the indemnified party; provided, however, that the indemnified party, on behalf of itself and its Indemnitees, shall have the right to be represented in the defense of any suit or proceeding covered by this Section 7 (including investigation and resolution) by counsel of its own choice at the indemnified party's expense, in addition to counsel provided by the indemnifying party.

7.5 Waiver of Consequential Damages. TO THE FULLEST EXTENT PERMITTED BY LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY NOR ITS RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, MEMBERS, MANAGERS, PARTNERS, AFFILIATES, EMPLOYEES, AGENTS OR SUBCONTRACTORS OF ANY TIER SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES OR INDEMNITEES, AND EACH PARTY WAIVES ALL CLAIMS, PAST, PRESENT, AND FUTURE, AGAINST THE SAME, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, WHETHER OR NOT FORESEEABLE, IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR THE CONTRACT DOCUMENTS, WHETHER BASED ON BREACH OF CONTRACT OR WARRANTY, THE FAILURE OF ANY REMEDY HEREUNDER FOR WANT OF ITS ESSENTIAL PURPOSE, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHER BASIS OF LIABILITY. SUCH DAMAGES INCLUDE BUT ARE NOT LIMITED TO LOSS OF PROFITS, REVENUE, INTEREST, OPPORTUNITY, GOODWILL, COST OF CAPITAL, OR DIMINUTION OF VALUE, FINANCING COSTS OR CLAIMS OF CUSTOMERS.

7.6 Limitation of Liability. THE TOTAL CUMULATIVE, AGGREGATE LIABILITY OF CONSULTANT, ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, PARTNERS, OFFICERS, EMPLOYEES AND AGENTS, SUBCONTRACTORS AND VENDORS OF ANY TIER TO CLIENT FOR ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES ARISING OUT OR RELATING IN ANY WAY TO THE SERVICES PERFORMED UNDER THE AGREEMENT SHALL NOT BE GREATER THAN THE COMPENSATION RECEIVED BY CONSULTANT FROM CLIENT FOR WORK PERFORMED UNDER THE AGREEMENT; PROVIDED, THAT WITH RESPECT TO CLAIMS PERTAINING TO PERSONAL INJURY, DEATH OR PROPERTY DAMAGE FOR WHICH CONSULTANT IS REQUIRED TO INDEMNIFY CLIENT OR ITS INDEMNITEES UNDER SECTION 7.1 ABOVE AND TO THE EXTENT ANY INSURANCE COVERAGE OF CONSULTANT PROVIDES COVERAGE PAYABLE TO CLIENT OR ITS INDEMNITEES AS AN ADDITIONAL INSURED UNDER THE POLICIES REQUIRED TO BE OBTAINED AND MAINTAINED BY CONSULTANT PURSUANT TO THIS AGREEMENT, THE ABOVE CAP ON LIABILITY SHALL BE DEEMED INCREASED TO THE AMOUNT OF SAID COVERAGE WITH RESPECT TO THE COVERED CLAIMS OR LIABILITIES.

8. LIENS.

Consultant agrees not to allow liens to be placed on the Project or Client property for Claims of nonpayment by Consultant or its subcontractors to the extent Consultant has received timely payment from Client as required by the Contract Documents. Provided Consultant has received timely payment from Client as required by the Contract Documents, Consultant shall pay promptly all amounts due for all materials, labor, service and equipment used in or in connection with the performance of the Services, including those of its subcontractors, when bills or Claims become due. Consultant shall within 10 days after discovery or notification from Client or any other party, discharge or bond around any lien filed or Claim asserted against the Project, materials, facility or property of Client by any of Consultant's subcontractors, suppliers or vendors hired in conjunction with the Services to the extent Consultant has received timely payment from Client as required by the Contract Documents. If Consultant fails to discharge or bond

around any such lien or Claim within 10 days after such discovery or notification, then Client may discharge such lien or claim and withhold all costs incurred by Client to discharge such lien or Claim from any amounts owed by Client to Consultant. If Client cannot withhold the amount owed, Client shall invoice Consultant therefor and Consultant shall pay the same to Client within 10 days after the receipt of such invoice.

9. TERMINATION.

9.1 Insolvency; Default. A party may terminate the Agreement effective immediately upon giving written notice of termination to the other party, (i) if any proceeding is instituted against such other party seeking to adjudicate such other party as a bankrupt or insolvent and such proceeding is not dismissed within 30 days of filing, or (ii) if such other party makes a general assignment for the benefit of its creditors, or (iii) if a receiver is appointed on account of the insolvency of such other party, or (iv) if such other party files a petition seeking to take advantage of any other Law relating to bankruptcy, insolvency, reorganization, winding up or composition or readjustment of debts, or (v) if, in the reasonable judgment of one party, such other party is unable to pay its debts when due or as they mature. Furthermore, if a party (the "**Breaching Party**") fails to observe or perform any of its covenants or agreements contained in the Contract Documents and then fails to correct such condition within 15 days of receiving written notice from the other party (the "**Non-breaching Party**"), the Non-breaching Party may pursue any or all available rights and remedies available under the Contract Documents or Law and may, without prejudice to any other right or remedy, terminate the Agreement effective immediately upon giving written notice of such termination to the Breaching Party.

9.2 Suspension. Client may, by written notice to Consultant, suspend the Services. Consultant shall, upon receipt of such written notice from Client, suspend the Services or any part thereof and place no further order or subcontracts relating thereto for such time and in such manner as Client may require. If the Services are suspended by Client for reasons other than Consultant's breach or non-performance, Client shall pay Consultant for all Services in progress or performed to the date of termination or suspension, and for all third party suspension or cancellation fees payable by Consultant, if any, plus any of Consultant's demobilization costs and stand-by costs, within 30 days after its receipt of Consultant's invoice therefor. When Services are resumed, Client shall reasonably adjust the Schedule and reasonably compensate Consultant for the cost of remobilization, including increased costs to perform the Services. If a suspension (or the aggregate length of multiple suspensions) exceeds 60 days in the aggregate, Consultant will be entitled to treat such suspension as a termination for Client's convenience and proceed accordingly under Section 9.4 below.

9.3 Force Majeure. If a Force Majeure event continues for a period in excess of 30 days from the date of occurrence of such event, either party may terminate the Agreement effective immediately upon giving written notice.

9.4 Termination for Convenience. Client may for its convenience, with or without cause, including Force Majeure, terminate the Agreement at any time by 10 days' prior written notice to Consultant. Upon receipt of such notice, Consultant shall, unless the notice otherwise directs:

- (a) stop all work and place no further orders or subcontracts for the Services; and
- (b) terminate work orders, purchase orders and subcontracts outstanding.

Upon any such termination for convenience by Client, Client shall pay Consultant for all Services in progress or performed to the effective date of termination or suspension, and third party suspension or cancellation fees payable by Consultant, if any, plus Consultant's demobilization costs and stand-by costs and any other costs incurred as a result of such termination for convenience, within 30 days after its receipt of Consultant's invoice therefor which shall include supporting documentation.

9.5 Effect of Termination. Any termination of the Agreement shall not affect or impair the right of a party to commence legal proceedings for a breach of the Agreement related to actions or inactions occurring prior to or in connection with such termination.

10. RESOLUTION BY PARTIES.

10.1 First Attempt. If a dispute arises under the Contract Documents between the parties, the parties shall attempt in good faith to settle such dispute by mutual discussions within 30 days after the date that a party gives written notice of the dispute to the other party in sufficient detail for the recipient to understand the provider's position; provided, however, that if the dispute involves the amount of an invoice and after 10 days of mutual discussion either party believes in good faith that further discussion will fail to resolve the dispute to its satisfaction, such party may immediately refer the matter to the executive officers of the parties for consideration pursuant to Section 10.2.

10.2 Executive Officers. If the dispute is not resolved in accordance with Section 10.1, either party may refer the dispute to executive officers of the respective parties for further consideration. If such individuals are unable to reach agreement within 15 days, or such longer period as they may agree, then either party may pursue such further action as it deems necessary, subject to the provisions of Section 17.2 below.

10.3 Confidentiality. All discussions conducted pursuant to this Section 10 are confidential and shall be treated as compromise and settlement negotiations under the United States Federal Rules of Evidence and applicable state rules of evidence.

11. TAXES.

Unless otherwise required by Law, Client is responsible for and shall pay all sales, use, excise, and other taxes, charges, or contributions with respect to or imposed on any Services performed by Consultant under the Contract Documents, excluding taxes or contributions imposed on the wages, salaries or other payments to persons employed by Consultant in the performance of the Services and taxes on Consultant's net income. Consultant will not charge or collect applicable sales and use taxes as part of the Compensation payable under the Agreement or otherwise if Client and the sale of any Services pursuant to the Agreement are exempt; provided that Client shall provide Consultant with an exemption certificate for the applicable jurisdiction.

12. REQUISITE LICENSURE AND QUALIFICATIONS.

Consultant and all of the subcontractors, entities and individuals acting on Consultant's behalf in connection with the Services shall, prior to commencing Services and at all times during the term of the Agreement, obtain, possess and maintain in good standing, all Governmental Authorizations or other credentials as required by any Governmental Authority and in accordance with all Laws to perform the Services. In the event the results of the Services performed by Consultant in connection therewith is required to be inspected by any Governmental Authority or by Law, Consultant shall (i) give Client timely written notice of the date fixed for such inspection, and (ii) secure all required certificates of inspection and provide copies to Client.

13. OWNERSHIP AND USE OF WORK PRODUCT.

Consultant and Client agree that the Services and deliverables resulting from such Services to be produced by Consultant and its personnel and employees and delivered to Client pursuant to the Contract Documents (the "*Deliverables*") shall be considered a work made for hire and shall be owned by Client upon Consultant's receipt of full payment therefor. Consultant further hereby acknowledges that it will inform its employees, agents and representatives that any Deliverables produced by them pursuant to this Agreement shall be considered a work made for hire and will be owned exclusively by Client upon Consultant's receipt of full payment therefor. Consultant may retain copies of work product for its records, but may not in any way use, show or distribute Client's designs, sketches, working drawings or other information to others without written consent from Client. Notwithstanding the preceding portions of this Section, nothing contained in this Section shall be construed as limiting or depriving Consultant of its right to use its basic knowledge and skill to design or carry out other projects or work for itself or others, whether or not such projects are similar to the work to be performed under this Agreement and Client shall not acquire any rights to any of Consultant's or any subcontractors' proprietary computer software or preexisting intellectual property that may be used in connection with the Services or included in the Deliverables. The Deliverables are not intended or represented to be suitable for reuse by Client or others or for additions, modifications, or renovations on the Project or for any other projects. Any such reuse of the Deliverables without written verification by Consultant for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Consultant. If software is

intended or expected to be developed under this Agreement, Consultant may require that a software license agreement acceptable to Consultant be executed. All proprietary information, software and processes of Consultant shall remain property of the Consultant. All proprietary information, software and processes of Consultant and any intellectual property of Consultant in existence prior to the parties' execution of the Agreement or developed by Consultant wholly independent of any Services performed pursuant to the Agreement shall be and remain Consultant's sole property.

Client agrees to waive any Claim against Consultant and shall indemnify, defend, and hold harmless Consultant and its Indemnitees from all Claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the use by Client or any third party by or under the direction of or with the permission of Client of the Deliverables delivered by Consultant to Client pursuant to the Contract Documents other than for the purposes of the Project or as otherwise specifically authorized in writing by Consultant, whether arising in contract, tort (including the negligence of Consultant) or otherwise.

Client shall not, and Client shall not permit Client's other contractors to, change or modify any data or drawings supplied by Consultant to Client in electronic format. Client shall defend, indemnify and hold Consultant and its officers, directors and employees harmless from any loss, expense, Claim, liability, or cause of action arising out of the change to or modification of Consultant's engineering data or drawings. If Consultant for any reason is not allowed to complete the Services, Consultant shall not be held responsible for the accuracy, completeness, or constructability of the Services performed by Consultant or of the Project to the extent it relies on the Consultant's Services.

14. BOOKS AND RECORDS; AUDIT RIGHTS.

Consultant shall keep accurate books and records for all Services performed including, without limitation, invoices, receipts, cost information and other supporting documentation as shall readily disclose the basis for and substantiate any charges or credits billed to Client by Consultant or due from Client to Consultant for Services performed on a time and materials, hourly and/or reimbursable basis. Consultant shall make such books and records available for examination, audit, and reproduction by Client for purposes of determining compliance with the terms of the Contract Documents upon Client's request. Such books and records shall be maintained by Consultant and made available to Client for such examination, audit and reproduction at all reasonable times and upon at least 72 hours prior written notice during regular business hours for 12 months after completion or termination of the Services. Any examination or audit shall be performed by Client or on behalf of Client by an Affiliate of Client or a certified public accountant selected by Client.

15. CONFIDENTIALITY.

As used below in this Section, "*Disclosing Party*" means the party furnishing or disclosing Confidential Information to the other party or whose Confidential Information is obtained by the other party as described in clauses (i) and (ii) below, and "*Receiving Party*" is the party receiving or obtaining the Disclosing Party's Confidential Information as described below. The Receiving Party agrees that it will keep confidential the terms of the Contract Documents and any information regarding the Disclosing Party's or its Affiliates' operations, facilities, business, business plans, and assets, including but not limited to, plans, designs, drawings, specifications, estimates, field notes, studies, reports, tests, lab results, processes, customer, prospective customer and vendor lists or databases, proposals, data or other confidential or proprietary information (collectively referred to herein as "*Confidential Information*") which is either: (i) furnished to the Receiving Party by the Disclosing Party or (ii) is obtained by the Receiving Party as a result of the Contract Documents or the Receiving Party's access to the Disclosing Party's facilities. All Confidential Information shall be and remain the property of the Disclosing Party. The Receiving Party agrees not to disclose such Confidential Information to any third parties, and the Receiving Party agrees to use such items and information only in the performance of the Contract Documents for the benefit of the Disclosing Party or, in Client's case, in connection with its receipt, inspection and/or use of the Services and not otherwise without the Disclosing Party's prior written consent (provided, however, that with respect to Client, Client's obligations under this Section shall not apply to any information which is or becomes Client's property pursuant to the terms of [Section 13](#) above in this **Exhibit A** or limit or affect the rights of Client granted therein). The Receiving Party may disclose Confidential Information to any of its directors, officers, employees, agents, distributors, subcontractors, consultants or advisors (collectively, "*Representatives*") who are acting on Receiving Party's behalf in connection with the performance of the Contract Documents on a need to know basis. The Receiving Party shall, prior to any such disclosure, inform its

Representatives of the terms of this Section, including the confidential nature of the Confidential Information and legally require them to comply herewith. The Receiving Party shall be responsible for any breach of this Section by any of its Representatives, which shall be considered a breach by the Receiving Party. Upon completion or termination of the Agreement, or sooner if requested by the Disclosing Party, the Receiving Party shall return all such Confidential Information to the Disclosing Party or make such other disposition thereof as directed or approved by the Disclosing Party (again, however, subject to Client's rights under Section 13 above). This provision shall be inoperative as to such portions of the information that: (a) at the time of disclosure to the Receiving Party is or thereafter becomes generally available to the public other than as a result of a disclosure by Receiving Party or any of its Representatives or any third party acting in concert with any of them; (b) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such source is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from transmitting the information to the Receiving Party by a contractual, legal or fiduciary obligation; (c) were known to the Receiving Party on a non-confidential basis prior to their disclosure to the Receiving Party by the Disclosing Party as shown by the Receiving Party's prior written records; or (d) is required to be disclosed by law or competent authority of any Governmental Authority in the opinion of the Receiving Party's legal counsel (in which case the Receiving Party shall give notice to Disclosing Party and cooperate with the Disclosing Party's efforts to prevent such disclosure and the Receiving Party shall disclose only that portion of the affected Confidential Information which is required to be disclosed in the opinion of its legal counsel).

16. ACCEPTANCE OF SERVICES.

When all Services to be performed pursuant to the Agreement are completed, Consultant shall so notify Client and Client shall have the right to a final review of the Services. Following such review, Client shall either notify Consultant of its acceptance of the Services or issue to Consultant a listing of additional items it believes are required in order for the Services to conform to the terms, conditions and specifications of the Contract Documents. If Client does not so notify Consultant or issue such listing within 7 days after Consultant's notice that the Services have been completed, it shall be deemed to have accepted the Services.

17. MISCELLANEOUS PROVISIONS.

17.1 Entire Agreement. The Contract Documents (including the attachments and documents referenced therein) constitute the entire agreement and understanding between the parties hereto with respect to the Services performed pursuant to the Agreement and supersede and/or merge all prior agreements, understandings, representations, or conditions between Client and Consultant regarding the subject matter hereof, whether written, oral, or implied. The parties agree that the terms and conditions of the Contract Documents shall prevail, notwithstanding any contrary or additional terms in any of the parties' preprinted documents.

17.2 Governing Law, Jurisdiction. The validity, interpretation, and performance of the Contract Documents, including any breach thereof, shall be governed by and construed under the Laws of the State of Oklahoma, without regard to the conflicts or choice of law principles thereof. Unless otherwise required by Law, (a) Consultant and Client hereby consent to the personal jurisdiction of the state and federal courts located in Tulsa, Oklahoma for any dispute involving the Contract Documents, and (b) subject to the provisions of Section 10 above, any action arising out of the Contract Documents shall be commenced and maintained exclusively in the state or federal courts located in Tulsa, Oklahoma, and Consultant and Client waive any objection to the forum on the grounds of venue, forum non-conveniens, or any similar ground. **THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THE CONTRACT DOCUMENTS.**

17.3 Assignment. The Contract Documents shall inure to the benefit of and shall be binding upon Client and Consultant and their respective successors and permitted assigns. Neither party shall assign the Agreement, or any of its rights or obligations hereunder or thereunder, without the prior written consent of the other party in each instance, which consent shall not be unreasonably withheld. Any purported assignment in violation of this Section shall be null and void.

17.4 Waiver. Either party hereto may, by written notice delivered in the manner provided in the Contract Documents, but shall be under no obligation to, waive any of its rights or conditions to its rights hereunder, or any

duty, obligation, or covenant of the other party hereto. Such waiver must be in a writing signed by the waiving party and shall not affect or alter the other provisions of the Contract Documents.

17.5 Third Party Agreement. Nothing contained in the Contract Documents shall create a contractual relationship with or a cause of action in favor of a third party against either Client or Consultant subject to the indemnification rights of an Indemnitee. Furthermore, the Contract Documents are not intended and shall not be construed to create any rights in any parties other than Client, Consultant and Indemnitees and no other person shall have any rights as a third party beneficiary hereunder.

17.6 Independent Contractor. Consultant agrees that it is an independent contractor in the performance of any Services under the Contract Documents and that neither it nor its employees shall be considered employees of Client. Client shall not be responsible for the direct payment of any withholding taxes, social security payments, payments under workmen's compensation or other insurance premiums, or other charges of any kind, except as specifically stated herein. Consultant hereby warrants that it will deduct and pay over to the proper Governmental Authority any withholding taxes or similar assessment which an employer is required to deduct and pay over and Consultant accepts exclusive liability for any payroll taxes or contributions imposed by any federal, state or other Governmental Authority, covering its agents or employees.

17.7 Modifications. No change, amendment or modification of any Contract Document shall be valid or binding upon the parties unless such change, amendment or modification shall be in writing and duly executed by both parties, with specific reference to the Contract Document being modified.

17.8 Cooperation. Consultant and Client agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary and reasonably requested by the other party that are not inconsistent with the provisions of the Contract Documents and that do not involve the assumption of obligations other than those provided for in Contract Documents, in order to give full effect to the Contract Documents and to carry out the intent of the Contract Documents.

17.9 Attorneys' Fees. In the event of legal action between the parties associated with the Contract Documents, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred therein from the non-prevailing party.

17.10 Severability of Provisions. The invalidity, illegality and unenforceability of any provision(s) of the Contract Documents shall in no way affect or impair the validity, legality and enforceability of the remaining provisions thereof.

17.11 Counterparts. Any Contract Document may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. In the event that any signature of any Contract Document is delivered by facsimile transmission or by e-mail as an attached, scanned document, such signature shall create a valid and binding obligation of the party executing the same with the same force and effect as if such e-mailed or facsimile signature page were an original thereof.

END OF GENERAL TERMS AND CONDITIONS

EXHIBIT B
49th W Ave and SH-117 Intersection
City of Sapulpa

SCOPE OF SERVICES
July 29, 2019

The purpose of the project is to add a southbound left turn lane from 49th W Ave to SH-117. The scope of the work shall include meetings, on-site reviews and any additional work required to expedite the preparation of complete detailed plans, specifications and estimates (PS&E) in English units.

It is anticipated that the roadway work will extend up to 1,000 ft in length and one cross-drain will be replaced.

The design services will involve survey, hydraulic analysis, utility relocation management services, environmental studies, right of way acquisition services, bidding assistance and preparation of roadway plans for grading and drainage. The designs are to be prepared in accordance with current standards, specifications and acceptable practices of the City of Sapulpa (CITY) and supplemented by Oklahoma Department of Transportation. Modifications to the project segments(s) and/or description of work, as deemed necessary by the CITY will not necessarily constitute a change in scope. The scope of service under this engineering contract will include the following:

SECTION 1 - General

- 1.1. The CONSULTANT will prepare plans for roadway, surfacing and drainage.
- 1.2. The CONSULTANT will:
 - 1.2.1. Conduct survey; gather land ownership and utility information.
 - 1.2.2. Conduct hydraulic design for drainage and a cross-drain.
 - 1.2.3. Prepare preliminary plans and cost estimate.
 - 1.2.4. Attend preliminary plan field review meeting.
 - 1.2.5. Prepare updated cost estimates, R/W acquisition documents, and stake proposed R/W.
 - 1.2.6. Perform quality assurance/quality control review.
 - 1.2.7. Finalize plans, quantities and cost estimates.
 - 1.2.8. Perform environmental studies.
 - 1.2.9. Acquire proposed right of way.
 - 1.2.10. Manage utility relocations.
 - 1.2.11. Submit to USACE an application for the USACE 404 permit.
 - 1.2.12. Provide bidding assistance.
- 1.3. No public meetings are anticipated and are not included in this scope of work.



- 1.4. Anticipated submittals are: Preliminary, Right-of-Way, and Final.

SECTION 2 - Roadway Plans

- 2.1. Prepare construction plans for asphalt roadway. Roadway will be as long as required to construct a left turn lane and taper the widened section back to existing. The estimated roadway length is 1,000 ft and is anticipated to be open-section with ditches. The 2009 ODOT Construction Specifications will be used.
- 2.2. Define the extents of any additional right-of-way required.
- 2.3. Provide evaluation and design of drainage system.
- 2.4. Perform quality assurance/quality control review.
- 2.5. Roadway plans may include, but not be limited to:
 - 2.5.1. Title Sheet
 - 2.5.2. Typical Sections
 - 2.5.3. General Construction Notes
 - 2.5.4. Summary of Pay Quantities and Notes (Bridge, Roadway & Traffic)
 - 2.5.5. Summary Sheets
 - 2.5.6. Driveway and Street Return Schedule
 - 2.5.7. Summary of Drainage Structures
 - 2.5.8. Drainage Area Maps
 - 2.5.9. Drainage Structure Design Record Table
 - 2.5.10. Stormwater Management Plan
 - 2.5.11. Erosion Control Plan
 - 2.5.12. Alignment Data Sheets
 - 2.5.13. Demolition and Removal Plan
 - 2.5.14. Plan and Profile Sheets
 - 2.5.15. Suggested Sequence of Construction
 - 2.5.16. Construction Traffic Control Layout with Temporary Signal Plans
 - 2.5.17. Permanent Signing and Striping
 - 2.5.18. Cross Sections
- 2.6. The roadway is expected to be closed to through traffic with access for local traffic only. No shoofly design is included. A detour plan is not included.
- 2.7. Lighting is not included in this scope of work.
- 2.8. No sidewalks or trails are included in this scope of work.
- 2.9. No traffic studies or turning analyses are included in this scope of work.
- 2.10. No landscape design is included in this scope of work.



SECTION 3 - Geotechnical Investigation

- 3.1. Geotechnical work is not included in this scope of work. City standards will be used for pavement sections.

SECTION 4 - Survey

- 4.1. Survey shall be performed in accordance with State of Oklahoma Department of Transportation Survey Division – Survey Specifications for County Roads and Bridges January, 2017.
- 4.2. The topographic limits of survey are approximately 150 feet wide by 1100 feet centered on the road.
- 4.3. The primary site control on the project will be derived from existing control established during a survey conducted immediately south of the project. The datum will be Oklahoma State Plane (North Zone) NAD 83/NAVD 88. Benchmarks will be set and measured along the entire length of the project. Check levels will be run between them to ensure the desired precision for vertical control is achieved.
- 4.4. Topographic features, underground utilities, and surface features will be surveyed and added to a digital mapping file. Contacts for the utility companies will be compiled and listed in the mapping file. After the mapping file is considered complete a field check will be performed to ensure that features are reflected in the mapping file.
- 4.5. A search for documents pertaining to the 4 individual tracts of land in the survey limits will be conducted at the County Clerk's office to determine property lines and easement lines.
- 4.6. A minimum of 2 section corners will need to be recovered or computed and set. Once the sections are established and property lines have been determined, subsequent boundary corner recon may be performed in order to determine final property lines. Subsequent boundary recon will also need to be performed to determine the tie-in to SH-117 alignments and rights-of-way. Records will then need to be recorded in the Department of Libraries reflecting the determination of all surveyed corners. Land tie information will be delineated in the digital mapping file.
- 4.7. Survey data, vital to the construction of this project, will be shown in Alignment Data Sheets. These sheets will be performed under the design portion of the contract.

SECTION 5 - Subsurface Utility Engineering (SUE)

- 5.1. Subsurface Utility Engineering (SUE) is included in this project.
 - 5.1.1. Quality Level C is included. This level includes all visible utilities and includes those marked by Call Okie. No additional utility locating is included.



SECTION 6 - Right-of-Way

- 6.1. Right-of-Way Documents – Right-of-Way documents are included in the scope of services. It is assumed that acquisition will include 4 parcels.
- 6.2. Right-of-Way Acquisition – Acquisition for 4 parcels is included in the scope of work. Appraisal, appraisal review, and relocation services are not included in the scope of work.
- 6.3. Right-of-Way Staking - Staking shall be completed for right of way acquisition and utility relocations. All staking shall be done in accordance with ODOT Right of Way and Utilities Division's Policies and Procedures. It is assumed that parcels will be staked two times.

SECTION 7 - Utility Relocation Management

- 7.1. Utility Relocation Management Services implement the requirements outlined in the ODOT Utilities Branch Policies and Procedures. Utility relocation management Tasks 1-6 are included in this scope. Since the project length is less than one mile and six utilities (overhead electric, overhead cable, underground telephone, water distribution, natural gas service, and transmission gas line) were observed within the project limits, this is classified as a Level 4 project. Any additional utilities found within the project limits will be relocated by contract supplemental. A copy of the scope and associated fees per task is included herewith.

SECTION 8 - Environmental

- 8.1. Environmental studies will be provided to support the permitting requirements for the US Army Corps of Engineers:
 - 8.1.1. Wetlands and jurisdictional waters mapping
 - 8.1.2. Threatened and endangered species evaluation
 - 8.1.3. American burying beetle presence/absence survey - note that the survey may not be necessary dependent on surrounding habitat and/or status of the species' downlisting at anticipated time of impact.
 - 8.1.4. Cultural resource survey
 - 8.1.5. No hazardous waste studies are included in this scope of work.

SECTION 9 - Assistance During Bidding

- 9.1. Provide assistance to the City in awarding the construction contract. This includes:
 - 9.1.1. Preparation and compiling of bid package (using City template)
 - 9.1.2. Attendance at pre-bid and pre-work meetings
 - 9.1.3. Reviewing bids and recommendation of bidder

SECTION 10 - As-Builts

- 10.1. As-Builts are not included in this scope of work.



SECTION 11 - City Responsibilities

- 11.1. The City will provide a copy of the latest City standards and specifications, including pavement section design.
- 11.2. Provide bid package template.
- 11.3. Attend field reviews.
- 11.4. Advertise, let, and administer the construction contract.
- 11.5. Construction inspection.



PROJECT DESCRIPTION:

Surveying, Engineering Design, Utility Relocation Coordination, Environmental, and Right-of-Way Acquisition to provide P & E for the addition of a southbound left-turn lane from 49th W Ave to SH-117.

Labor Description	Loaded Hourly Labor Rate										HOURS				Activity	Cost
	Sr PE II	Sr PE I	PE II	PE I	Engineer Intern II	Engineer Intern I	Engineer Tech II	Engineer Tech I	CAD Manager	Admin Assist	Sub-Task	Task				
	\$200.14	\$156.52	\$138.05	\$108.54	\$66.75	\$83.79	\$98.33	\$79.65	\$112.88	\$64.52						
PROJECT DEVELOPMENT ACTIVITIES																
1.0 Prepare Preliminary Roadway Plans	0	0	37	0	0	40	0	0	0	0	0	0	0	0	199	\$22,749.00
1.1 Create Title Sheet And Generate Location Map															6	
1.2 Draft Typical Section															22	
1.3 Develop Plan & Profile Sheets	0	0	8	0	0	0	0	0	0	0	0	0	0	0	80	
1.3.1 Prepare Survey Files For Design															16	
1.3.2 Generate Horizontal Alignment															8	
1.3.3 Generate Existing Ground															8	
1.3.4 Generate Profile															8	
1.3.5 Generate P&P Sheets															16	
1.3.6 Draft P&P Sheets															16	
1.4 Design Drainage Structures	0	0	5	0	18	0	0	0	0	0	0	0	0	0	23	
1.4.1 Analyze Existing Drainage System															10	
1.4.2 Determine Size of Cross-Drain Structures															2	
1.4.3 Generate Drainage Map															10	
1.5 Develop Finished Grade Line	0	0	20	0	16	0	0	0	0	0	0	0	0	0	68	
1.5.1 Design Vertical Alignment															8	
1.5.2 Develop Templates															4	
1.5.3 Develop Preliminary Cross Sections															16	
1.5.4 Develop Preliminary End Areas And Volumes															8	
2.0 Perform Bridge Hydraulics	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
2.1 Perform Hydraulic Analysis/Design															0	
2.2 Hydraulic Telephone Conference															0	
2.3 Produce Hydraulic Report															0	
3.0 Generate Bridge Finished Grade Requirements	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
3.1 Compute Finished Grade															0	
4.0 Prepare Preliminary Bridge Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
4.1 Compute Preliminary Geometrics															0	
4.2 Perform Preliminary Structural Design															0	
4.3 Perform Comparative Cost Estimates															0	
4.4 Draft Preliminary Bridge Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4.4.1 Draft Preliminary General Plan & Elevation															0	
4.4.2 Draft Preliminary Sequence of Construction Sheets (If Necessary)															0	
4.4.3 Draft Preliminary Details (If Necessary)															0	
5.0 Public Involvement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
5.1 Conduct & Attend Public Meetings / Landowner Notifications															0	
6.0 Preliminary Field Review Process	0	8	4	0	4	0	0	0	0	0	0	0	0	0	16	\$2,191.00
6.1 Attend Preliminary Plan Field Review and Prepare Report															0	
6.2 Make Changes From Preliminary Plan Field Review															0	
6.3 Update Project Estimate of Construction Cost															0	
7.0 3.1.2 Generate Bridge Sounding Requirements	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0.00
7.1 Layout Boring Locations On GP&E															0	
8.0 Generate Corps Permit Application	0	8	0	0	8	0	0	0	0	0	0	0	0	0	16	\$2,026.00
8.1 Prepare Permit Information															0	

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
SURVEYING CONTRACT COST PROPOSAL**

E.C. NO. _____ COUNTY _____ CITY _____ HIGHWAY _____ PROJECT DESCRIPTION _____ 49th W Ave & SH-117

SWO _____ CITY _____ ORGANIZATION SUBMITTING PROPOSAL _____ GUY ENGINEERING SERVICES, INC.

JOB PIECE NO. _____ PROJECT NO. _____

DIRECT SALARY COSTS

Labor Description	Labor Category					Clerical
	Survey Manager	Survey Field Tech	Survey Tech II	Admin.		
Labor Rate	\$148.64	\$72.37	\$98.33			

3.1 - SURVEY	Sub-Task	Task	Activity	Cost	HOURS							
					Survey Manager	Survey Field Tech	Survey Tech II	Admin.	Clerical			
3.1.1.0 Preliminary Research					4	0	0	8	0	0	12	\$ 1,381.20
3.1.1.1		Obtain Property Ownerships / Deeds / Etc.						4			4	
3.1.1.2		Obtain Existing R/W Deeds & Easements						4			4	
3.1.1.3		Obtain Existing R/W & Construction Plans			2						2	
3.1.1.4		Land Survey Research			2						2	
3.1.1.5		Contact Property Owners For Right-Of-Entry									0	
3.1.2.0 Primary Horizontal Control Network					0	2	2	0	0	0	4	\$ 289.48
3.1.2.1		Recover NGS Control									0	
3.1.2.2		Establish Primary Control Points				2	2				4	
3.1.2.3		GPS Sessions / Field Traverse									0	
3.1.2.4		Data Reduction / Office Adjustment / Etc.									0	
3.1.3.0 Hub and Adjust Centerline of Survey					0	3	3	0	0	0	6	\$ 434.22
3.1.3.1		Establish Secondary Control Points									6	
3.1.3.2		Recover Alignment Control Shown On Previous Surveys & Plans				3	3				0	
3.1.3.3		Obtain Preliminary Data									0	
3.1.3.4		Data Reduction & Determination of Final Centerline Alignment									0	
3.1.3.5		Set, Measure & Reference Centerline Control Points									0	
3.1.4.0 Vertical Control					0	5	5	2	0	0	12	\$ 920.36
3.1.4.1		Recover NGS / USGS Control									0	
3.1.4.2		Set Project Bench Marks				2	2				4	
3.1.4.3		Complete Level Loop(s) / Data Reduction / Adjustment				3	3				6	
3.1.4.4		Create Bench Marks & Check Levels List						2			2	
3.1.5.0 Surface Features / Digital Terrain Model (DTM)					0	20	20	0	0	0	40	\$ 2,894.80
3.1.5.1		Conventional Survey Method				20	20				40	
3.1.5.2		Aerial Photogrammetric Method									0	
3.1.5.2.1		Set Aerial Targets & Obtain 3-D Positioning									0	
3.1.5.2.2		Obtain Aerial Photography									0	
3.1.5.2.3		Check & Scan Film									0	
3.1.5.2.4		Perform Aero-Triangulation									0	
3.1.5.2.5		Perform Stereo Compilation									0	
3.1.5.2.6		Obtain Pavement Profile(s)									0	

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
SURVEYING CONTRACT COST PROPOSAL**

E.C. NO. _____ COUNTY _____ Creek _____ JOB PIECE NO. _____
 HIGHWAY _____ PROJECT DESCRIPTION 49th W Ave & SH-117 ORGANIZATION SUBMITTING PROPOSAL Sapulpa PROJECT NO. _____
 SWO CITY _____ ORGANIZATION SUBMITTING PROPOSAL GUY ENGINEERING SERVICES, INC.

DIRECT SALARY COSTS

Labor Description	Labor Category				
	Survey Manager	Survey Field Tech	Survey Tech II	Admin.	Clerical
Labor Rate	\$148.64	\$72.37	\$98.33		

3.1 - SURVEY	HOURS						Sub-Task	Task	Activity	Cost
	3.1.5.3	3.1.5.3.1	3.1.5.3.2	3.1.5.3.3	3.1.5.3.4	3.1.6.0				
3.1.5.3 LIDAR Method										
3.1.5.3.1 Set Targets & Obtain 3-D Positioning								0		
3.1.5.3.2 Perform 3-D Laser Scanning								0		
3.1.5.3.3 Process And Edit Data								0		
3.1.5.3.4 Obtain Pavement Profile(s)								0		
3.1.6.0 Topography / Planimetrics										
3.1.6.1 Conventional Survey Method										
3.1.6.1.1 Field Data Collection								10		
3.1.6.1.2 Data Reduction & Processing								24		
3.1.6.1.3 QA/QC Field Check								0		
3.1.6.2 Aerial Photogrammetric Method										
3.1.6.2.1 Field Identification of Topographic/Planimetric Features								0		
3.1.6.2.2 Data Reduction & Processing								0		
3.1.6.3 LIDAR Method										
3.1.6.3.1 Field Identification of Topographic/Planimetric Features								0		
3.1.6.3.2 Data Reduction & Processing								0		
3.1.7.0 Land Ties										
3.1.7.1 Field Reconnaissance For Existing Monuments & Evidence										
3.1.7.2 Data Collection & Processing								10		
3.1.7.3 Computation of Land Corner Position(s)								10		
3.1.7.4 Set & Reference Land Corner(s)								12		
3.1.7.5 Complete & File Public Land Survey Corner Records								0		
3.1.8.0 Locate Underground Utilities (Including Underground Storage Tanks)										
3.1.8.1 Utility Company Notification / Coordination										
3.1.8.2 Field Data Collection								2		
3.1.8.3 Data Reduction / Processing								10		
3.1.9.0 Hydraulics / Drainage Information										
3.1.9.1 Hydrographic Data Collection On Major Rivers / Lakes										
3.1.9.2 Obtain Flowline Profile(s)								0		
3.1.9.3 Ravine Sections Through Flood Plain								0		
3.1.9.4 Gather & Document High Water Information								0		
3.1.9.5 Field Check Drainage Divides								0		
3.1.9.6 Produce Raster Drainage Map								0		
TOTALS								34		\$ 3,083.62
TOTALS								38		\$ 3,971.68
TOTALS								16		\$ 1,313.68
TOTALS								0		\$

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
SURVEYING CONTRACT COST PROPOSAL**

E.C. NO. _____ COUNTY _____ CITY _____ HIGHWAY _____ PROJECT DESCRIPTION _____

SWO _____ JOB PIECE NO. _____
CITY Sapulpa PROJECT NO. _____
ORGANIZATION SUBMITTING PROPOSAL GUY ENGINEERING SERVICES, INC.

49th W Ave & SH-117

DIRECT SALARY COSTS

Labor Description	Labor Category					Clerical
	Survey Manager	Survey Field Tech	Survey Tech II	Admin.		
Labor Rate	\$148.64	\$72.37	\$98.33			

3.1 - SURVEY	3.1.10.0 Office Work	HOURS					Activity	Cost
		4	0	4	0	0		
	3.1.10.1 Complete CAD File(s) / Survey Data Sheets	4	0	4	0	0	8	\$ 987.88
	3.1.10.2 Complete Historical & Written Report of Survey, ODOT Forms, Etc.	4		4			0	
	3.1.10.3 Preparation of Fee Proposal & Misc. Office Work (attach detail)						0	
Sub-Total Direct Salary Costs		22	50	50	48	0		\$ 15,226.92

3.1.11.0 Right-of-Way	3.1.11.1 Prepare Conveyance Instruments and Related Documentation	4	20	20	12	16	40	Cost
TOTALS		26	70	70	60	0	0	\$ 19,896.24

DIRECT SALARY COSTS
 PAYROLL ADDITIVE (Vacation, sick Leave, retirement, FICA, etc.) (Input percentage of Direct Salary Costs)
 DIRECT NON-PAYROLL COSTS

Materials & Supplies	Reproduction	Data Processing	Travel Expenses	Equipment Rental	Filing Fees	Other (Specify)	Subtotal
							\$ -
							\$ 19,896.24
Subtotal - All Direct Costs							\$ -
INDIRECT COSTS (Administration, rent, utilities, telephone, etc.) (Input percentage of All Direct Costs)							\$ 19,896.24
Subtotal - Direct & Indirect							\$ -
PROFIT							\$ 19,896.24
TOTAL PROPOSED SURVEY FEE							\$ 19,896.24
Computed Aggregate Rate per labor hour							88.04 per hour

Prepared by: _____ Date: _____

49th W Ave and SH-117 Intersection - City of Sapulpa
Utility Relocation Management Fee Proposal
 Level 4: 4-6 Utilities less than a mile in length.

0	PRE- DESIGN REVIEW	LEVEL
	TASKS	4
A	REVIEW SURVEY DRAWINGS FOR UTILITY CONFIRMATION, COORDINATE WITH UTILITY OWNERS AND FIELD VERIFICATION AS NEEDED	\$680.00
	TOTAL	\$680.00

1	PRELIMINARY PLAN-IN-HAND	LEVEL
	TASKS	4
A	REVIEW PLANS AND DRIVE-OUT AND INSPECT THE PROJECT	\$1,125.00
B	ATTEND PIH MEETING AND REPORT	\$1,400.00
C	WRITE PLAN-IN-HAND REPORT	\$0.00
	TOTAL	\$2,525.00

2	REVIEW PLANS AND CHECK COMPLIANCE	LEVEL
	TASKS	4
A	REVIEW R/W (60%) PLANS FOR COMPLIANCE	\$0.00
B	SUBMIT COMPLIANCE/NON-COMPLIANCE MEMO	\$0.00
	TOTAL	\$0.00

3	PREPARATION OF COST ESTIMATE	LEVEL
	TASKS	4
A	REVIEW PLANS FOR PROGRAMMING ESTIMATE	\$750.00
B	PROGRAMMING COST ESTIMATE	\$605.00
	TOTAL	\$1,355.00

4	FIELD MEETINGS AND PROPOSALS	LEVEL
	TASKS	4
A	SCHEDULE & PREP FOR FIELD MEETINGS	\$1,545.00
B	CONDUCT FIELD MEETINGS	\$1,775.00
C	GENERATE FIELD MEETING REPORTS	\$1,500.00
D	GENERATE PRELIMINARY "UTILITY RELOCATION PLAN" DRAWINGS AND RELOCATION SCHEDULE	\$1,135.00

49th W Ave and SH-117 Intersection - City of Sapulpa
Utility Relocation Management Fee Proposal
 Level 4: 4-6 Utilities less than a mile in length.

E	DISTRIBUTION OF REVISIONS	\$655.00
F	OBTAIN DOCUMENTATION AND APPROVE CONSULTANT	\$545.00
G	OBTAIN DRAWINGS/PROPOSAL/URA	\$6,850.00
H	ISSUE APPROVAL DEFERRED LETTER	\$0.00
I	PREPARE FINAL "UTILITY RELOCATION PLANS"	\$1,765.00
TOTAL		\$15,770.00

5	WORK ORDERS - NTP	LEVEL
	TASKS	4
A	ISSUE WORK ORDERS & UTILITY AND ENCROACHMENT AFFIDAVIT	\$725.00
B	OBTAIN BID TABS, 4 COPIES OF THE LOWEST BID AND 1 COPY OF ALL OTHER BIDS & ISSUE CONCURRENCE	\$845.00
C	ISSUE LOW BID CONCURRENCE	\$0.00
TOTAL		\$1,570.00

6	INFORMATION SHEETS	LEVEL
	TASKS	4
A	PERIODIC/MONTHLY DRIVE OUT TO THE PROJECT TO OBSERVE RELOCATION PROGRESS	\$3,175.00
B	SUBMIT UTILITY QUESTIONNAIRE AND RELOCATION INFORMATION SHEET	\$0.00
TOTAL		\$3,175.00

PROJECT TOTALS \$25,075.00

Estimated Mileage Costs

Approximate number of miles to and from project site	38.00
Anticipated number of trips	5.00
GSA/ODOT mileage rate per mile	\$0.50

Estimated Total Cost for Travel (Rounded) \$95.00

Utility Relocation Coordination Total \$25,170.00

COMPLEXITY LEVEL DESCRIPTORS

- LEVEL 1 - 1 UTILITY SURVEYED IN THE CONSTRUCTION PLANS REGARDLESS OF THE PROJECT LENGTH.
- LEVEL 2 - 3 OR LESS UTILITIES SURVEYED IN THE CONSTRUCTION PLANS WITH A PROJECT LENGTH OF 1.0 MILES OR LESS.
- LEVEL 3 - 3 OR LESS UTILITIES SURVEYED IN THE CONSTRUCTION PLANS WITH A PROJECT LENGTH OF GREATER THAN 1.0 MILE
- LEVEL 4 - 4 - 6 UTILITIES SURVEYED IN THE CONSTRUCTION PLANS WITH A PROJECT LENGTH OF 1.0 MILES OR LESS.
- LEVEL 5 - 4 - 6 UTILITIES SURVEYED IN THE CONSTRUCTION PLANS WITH A PROJECT LENGTH OF GREATER THAN 1.0 MILE
- LEVEL 6 - 7 - 10 UTILITIES SURVEYED IN THE CONSTRUCTION PLANS WITH A PROJECT LENGTH OF 1.0 MILES OR LESS.
- LEVEL 7 - 7 - 10 UTILITIES SURVEYED IN THE CONSTRUCTION PLANS WITH A PROJECT LENGTH OF GREATER THAN 1.0 MILE
- LEVEL 8 - 10 - 15 UTILITIES SURVEYED IN THE CONSTRUCTION PLANS WITH A PROJECT LENGTH OF 1.0 MILES OR LESS.
- LEVEL 9 - 10 - 15 UTILITIES SURVEYED IN THE CONSTRUCTION PLANS WITH A PROJECT LENGTH OF GREATER THAN 1.0 MILE
- LEVEL 10 - GREATER THAN 15 UTILITIES SURVEYED IN THE CONSTRUCTION PLANS REGARDLESS OF THE PROJECT LENGTH.



July 29, 2019

Steve Hardt
City of Sapulpa
PO Box 1130
Sapulpa, OK 74067

Re: 49th W Ave & SH-117 Intersection Right-of-Way acquisition

Dear Mr. Hardt:

Thank you for this opportunity to provide City of Sapulpa with a fee proposal for the performance of Right-of-Way (R/W) Acquisition Services needed for the above project. This proposal is based on 4 parcels and no appraisals.

We propose to perform the following services:

- Verify Property Owners
- Contact Property Owners
- Coordinate Title Work and Title Curative
- Prepare and make offers
- Negotiate with Property Owners and close on property, i.e. prepare final closing paperwork and/or prepare Eminent Domain paperwork in the event no negotiated agreement can be reached with the Owner
- Perform Project Administration and Final Project Close Out

Appraisal, Appraisal Review, and Relocation services are not a part of this Scope of Service. Staking for appraisal services is also not a part of this proposal. Deliverables at the end of the project will include all original files as well as a CD with all files saved electronically.

Our estimated acquisition cost is \$16,593.00 which includes Right-of-Way project management, acquisition, and title. The estimated total cost may be adjusted according to the actual number of parcels, as itemized on the attachment.

If you have any questions, please feel free to contact me at Rebecca@GUYengr.com or (539) 424-5083.

Sincerely,

Rebecca Alvarez, PE, RWA
Vice President & R/W Manager

Encl



RIGHT-OF-WAY FEE SCHEDULE

Date: July 29, 2019
 Project: 49th W Ave & SH-117 Intersection

GUY Project No.:
 Client: City of Sapulpa

Project Management

4	Ownerships @	\$ 800.00	each=	\$ 3,200.00	
	Appraisal Management @	\$ 400.00	each=	\$ -	
				Project Mgmt total amount not to exceed:	\$ 3,200.00

Title Search

4	Ownerships @	\$ 325.00	each=	\$ 1,300.00	
				Title Search total not to exceed:	\$ 1,300.00

* Costs incurred for copies will be submitted to the County as a pass-thru.

Appraisal

	BIA Narrative Appraisal Reports @		\$ -	per report	
	Appraisal Report @		\$ -	per report	
				Appraisal total amount not to exceed:	\$ -

*If appraisals are needed, if not they will not be charged and waivers prepared. Appraisal Reviews are a separate contract with the County.

Acquisition

4	Waiver Parcels @	\$ 2,950.00	each =	\$ 11,800.00	
	Appraised Parcels @	\$ 2,700.00	each =	\$ -	
	Major Tenants (Billboards) @	\$ -	each =	\$ -	
	Governmental Parcels @	\$ -	each =	\$ -	
				Acquisition total amount not to exceed:	\$ 11,800.00

* Banking costs incurred will be submitted as a pass-thru.

Relocation Assistance

Project Assignment	0	@	\$ -	each=	\$ -
Residential Relocations and Reviews	0	@	\$ -	each=	\$ -
Commercial Relocations	0	@	\$ -	each=	\$ -
Personal Property Moves	0	@	\$ -	each=	\$ -
				Relocation total amount not to exceed:	\$ -

Mileage

504	Miles paid on documented, various project related activities (assumes 3 trips/parcel at 42 miles round trip)	\$ 0.580	per mile=	\$ 293.00
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* Estimated value. Mileage will be paid on mileage accrued.

TOTAL ESTIMATED PROJECT COST: \$ 16,593.00

Items not included to be done by the Client:

- | | |
|------------------------------|--------------------------|
| All Payments | Condemnation |
| Appraisal & Appraisal Review | Disposal of Improvements |

NOTE: All quoted Unit amounts are firm. However, all Totals are estimated to accommodate increases and decreases in the number of units per task, based upon the final scope of work. Additional tasks and associated pricing, such as for document support, may be included in the field contract as approved by the Local Public Agency governing body and, if applicable, the Oklahoma Department of Transportation.



Sapulpa 49th W. Avenue Intersection, July 29, 2019

Phase 2 - ABB Presence/Absence Survey

<u>Labor</u>	<u>Qty</u>	<u>Rate</u>	<u>Total</u>
Environmental Program Manager	1	\$ 261.00	\$ 261.00
Biologist	24	\$ 123.00	\$ 2,952.00
Field Technician		\$ 79.00	\$ -
GIS Technician	2	\$ 92.00	\$ 184.00
PM Administrator	1	\$ 114.00	\$ 114.00
		Labor Total	\$ 3,511.00

<u>Expenses</u>	<u>Qty</u>	<u>Rate</u>	<u>Total</u>
Vehicle Use	6	\$ 150.00	\$ 900.00
Traps	1	\$ 25.00	\$ 25.00
Bait		\$ 30.00	\$ -
Miscellaneous Supplies	1	\$ 50.00	\$ 50.00
Lodging		\$ 100.00	\$ -
Per Diem		\$ 51.00	\$ -
			\$ 975.00
TOTAL PROPOSED FEE			\$ 4,486.00



July 29, 2019

Stephanie Rainwater
Environmental Specialist
Guy Engineering
6910 E 14th Street
Tulsa, OK 74112

Re: CMEC Proposal for Cultural Resource Services – Proposed Improvements to 49th W Avenue at State Highway 117, City of Sapulpa, Creek County, Oklahoma

Dear Ms. Rainwater,

Cox|McLain Environmental Consulting, Inc. (CMEC) is pleased to submit this proposal to provide cultural resources services for proposed roadway improvements to the intersection of 49th W Avenue and State Highway 117 in Sapulpa, Creek County, Oklahoma. The proposed project includes roadway work that will extend for approximately 1,100 feet along 49th W Avenue and will involve the replacement of one cross drain. At this time, no staging or borrow pit locations are known to be associated with this project.

Due to the proposed replacement of the cross drain, a Clean Water Act, Section 404 Permit from the U.S. Army Corps of Engineers (USACE) Tulsa District is anticipated. If a permit is required, the project would be subject to Section 106 of the National Historic Preservation Act. CMEC proposes to support Guy Engineering meet Section 106 archeological requirements for this project.

As the exact limits of the USACE-jurisdictional areas and/or Permit Area are not yet defined, CMEC proposes to review and survey the entire project footprint, which is approximately 1,100 feet long and 150 feet wide (distributed evenly from the centerline of 49th W Avenue), or approximately 3.8 acres.

Scope of Work

Background Study (Task 1)

CMEC cultural resources staff will undertake a sites file review at the Oklahoma Archeological Survey (OAS) at the University of Oklahoma in Norman to determine what archeological sites have been identified and/or what cultural resources surveys have been conducted in the project area and within a 1-mile (1.6-kilometer) surrounding study area. Oklahoma State Historic Preservation Office (SHPO) databases and files will also be examined to determine what historic properties have been recorded in the project area. In addition, a review of soils, geology, General Land Office and historic maps, and other pertinent data sources will be conducted.

Archeological Resources Survey (Task 2)

Once the background study is complete, CMEC cultural resources staff will perform a cultural resources survey within the 3.8-acre project area centered on 49th West Avenue. An archeological pedestrian survey augmented with the excavation of shovel and bucket auger test units will be conducted within that area.



A maximum of 15 shovel test units and/or auger bores is anticipated; however, this number does not include any shovel test units used to delineate any potential new archeological sites encountered during this survey nor does it include units that need to be excavated within any borrow pit or staging area locations that have yet to be identified. No mechanically assisted archeological investigations, including backhoe trenching, are proposed at this stage.

Reporting (Task 3)

Following fieldwork, a draft letter report will be produced that presents the results of the background research and survey including any recorded cultural resources. Recorded resources will be evaluated for listing on the National Register of Historic Places (NRHP) and archeological site forms will be completed, if necessary. Recommendations for additional work will also be included if necessary. The report will follow the guidelines in the Oklahoma SHPO *Fact Sheet 16: Guidelines for Developing Archaeological Survey Reports in Oklahoma*. The draft report will be submitted to Guy for review and coordination with USACE. A final report will be prepared following receipt of comments on the draft submittal.

Assumptions and Exclusions

- CMEC will complete a targeted archeological resources field survey of entire project footprint (approximately 3.8 acres); the survey effort can be reduced if official USACE Permit Areas are reduced;
- Assumes archeological pedestrian survey augmented with shovel test and bucket auger units will be sufficient and no mechanical excavations will be required;
- If borrow pits or staging areas are identified, those areas would need to be surveyed under a supplemental and are not included in this scope;
- The deliverable includes the production of a draft and final report with applicable figures; the report would contain background information, cultural resources survey results, and recommendations;
- Guy or the City of Sapulpa will provide digital design files depicting project location and limits for CMEC's use in creating maps for inclusion in the file search report;
- Guy or the City of Sapulpa will supply right-of-entry to those parcels where survey areas are on private land such that the field survey can be completed in one mobilization;
- Known hazardous areas (i.e., sewage, chemical spills) will be disclosed to CMEC prior to field study;
- **Exclusions:** historic resources survey, archeological monitoring, testing, or data recovery, archeological mechanical excavations, NRHP nominations, HABS/HAER documentation, artifact collection or curation, human remains evaluation/coordination/removal. All excluded services could be provided under separate scope/budget.

The archeological background study, field survey, and report would be performed for a fee of **\$3,218**, to be billed on a **lump-sum** basis. This fee proposal is valid for 90 days.

CMEC greatly appreciates the opportunity to submit this proposal. Please feel free to contact me at 918-933-6963 or haley@coxmcclain.com if you have any questions.



Sincerely,

Haley Rush, MA, RPA
Senior Archeologist/Tulsa Office Manager

The above proposal is accepted.

Guy Engineering

Cox | McLain Environmental Consulting, Inc.

By: _____

By: _____

Its: _____

Its: Principal _____

Date: _____

Date: _____

49th W Avenue and SH-117, Sapulpa, Creek County, Oklahoma
 Cox|McLain Environmental Consulting, Inc.

LABOR

Description	Sr. Env. Scientist	Env. Scientist	Env. Prof. II	Env. Prof. I	Env. Staff II	Env. Staff I	GIS Analyst	Env. Tech III/Tech Editor	Env. Tech I	Admin/ Clerical	Totals
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Task 1 Background Research/Field Preparation					4		2				7
Task 2 Archeological Survey			1		7						16
Task 3 Archeological Letter Report			2		6		4	2			22
Total Labor Hours	0	0	3	0	13	19	6	2	0	0	45
Rate	\$125.00	\$110.00	\$90.00	\$85.00	\$80.00	\$70.00	\$70.00	\$65.00	\$55.00	\$51.00	
SUBTOTAL Labor Cost	\$0	\$0	\$270	\$0	\$1,040	\$1,330	\$420	\$130	\$0	\$0	\$3,190

EXPENSES

Mileage (Allowable IRS Rate)	Unit	Quantity	Rate	Total
OAS Site Forms	Miles	40	\$ 0.580	\$23
TOTAL Non-labor Expenses	Each	5	\$ 1.00	\$5
TOTAL COSTS - CMEC				\$3,218

- Assumes survey of entire project area, which is estimated to be a 3.8 acres. Borrow pits or staging areas are not included, as CMEC is unaware of any such areas at this time. No built environment survey included.
- Assumes archeological pedestrian survey augmented with shovel test and bucket auger units will be sufficient and no mechanical excavations will be required.
- The deliverable includes the production of letter report with applicable figures; the report would contain background information, cultural resources survey results, and recommendations;
- Guy or City of Sapulpa will provide digital design files depicting project location and limits for CMEC's use in creating maps for inclusion in the letter report;
- Guy or City of Sapulpa will supply right-of-entry to those parcels where survey areas are on private land such that the field survey can be completed in one mobilization;
- Known hazardous areas (i.e. sewage, chemical spills) will be disclosed to CMEC prior to field study;
- Exclusions: historic resources survey, archeological monitoring, testing, or data recovery, archeological mechanical excavations, NRHP nominations, HABS/HAER documentation, artifact collection or curation, human remains evaluation/coordination/removal. All excluded services could be provided under separate scope/budget.



Sapulpa 49th W. Avenue Intersection, July 29, 2019

Phase 1 - Wetlands & Jurisdictional Waters and Threatened and Endangered Species Evaluation

Labor	Qty	Rate	Total
Environmental Program Manager	1	\$ 261.00	\$ 261.00
Biologist	30	\$ 123.00	\$ 3,690.00
Field Technician	20	\$ 79.00	\$ 1,580.00
GIS Technician	6	\$ 92.00	\$ 552.00
PM Administrator	1	\$ 114.00	\$ 114.00
		Labor Total	\$ 6,197.00

Expenses	Qty	Rate	Total
Vehicle Use	1	\$ 150.00	\$ 150.00
Traps		\$ 25.00	\$ -
Bait		\$ 30.00	\$ -
Miscellaneous Supplies	1	\$ 50.00	\$ 50.00
Lodging		\$ 100.00	\$ -
Per Diem		\$ 51.00	\$ -
			\$ 200.00

TOTAL PROPOSED FEE			\$ 6,397.00
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AGENDA ITEM

Administration 10. B.

City Council Regular

Meeting Date: September 16, 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 Real Estate Donation Contract with Oklahoma Gas and Electric Company for 4.85 acres m/l located in NE/4 SW/4, Section 16, T18N R10E, Creek County Oklahoma.

BACKGROUND:

OG&E has agreed to donate the subject property to the City to be used as the location for the Senegence sanitary sewer line lift station and equalization basin. In exchange, the city shall acknowledge the donation at an estimated value of 100K, and agree to waive any future tap fee if and when OG&E elects to hook onto the line and receive sewer service at its location on Highway 33.

RECOMMENDATION:

Staff recommends approval of the Real Estate Donation Contract as stated.

Attachments

Real Estate Donation Contract

Survey

OKLAHOMA GAS AND ELECTRIC COMPANY
REAL ESTATE DONATION CONTRACT

This Real Estate Donation Contract (the "Contract") is entered into this ____ day of _____, 2019, by and between Oklahoma Gas and Electric Company (hereafter "OG&E"), a corporation, and the City of Sapulpa (hereafter "City"), an Oklahoma municipal corporation.

WITNESSETH:

WHEREAS, OG&E is willing to convey to City on the terms and conditions contained herein the real property (hereafter the "Property") described on Exhibit "A," which is attached hereto and by this reference made a part hereof;

WHEREAS, the City is willing to accept the conveyance of the Property on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties hereby agree as follows:

1. OG&E will donate and convey the Property to City by Donation Quitclaim Deed, in accordance with the terms, conditions and reservations contained herein. No monetary consideration shall be paid by City to OG&E for the Property. City shall accept title to the Property and shall assume responsibility for the Property and shall comply with the terms and conditions of this Contract. City has provided and executed Internal Revenue Service Form 8283 and has provided OG&E with a copy of its letter from the Internal Revenue Service stating that it is a tax-exempt entity which is qualified to receive tax deductible donations. Donation Quitclaim Deed will be executed by OG&E and the City in a form similar to that attached hereto marked as Exhibit "B" and made a part hereof by reference.

2. As part of the consideration for OG&E's donation and conveyance of the Property, City will accept the Property on an "as-is, where-is" basis and with all faults, subject to the terms and conditions contained herein. OG&E expressly disclaims any warranties for the Property or appurtenances thereto, including, without limitation, warranties as to title to the Property, its physical condition, environmental condition, availability of utilities, its zoning classification, the design or condition of the Property, its merchantability or its fitness for any particular purpose, or conformity of the Property to its intended use. City agrees that OG&E shall not be liable for incidental or consequential damages (including strict liability in tort) with respect to the Property.

3. City, or its designated representatives, shall have reasonable access to the Property before donation and may conduct, at its costs, such studies, tests, or inspections as it deems appropriate so long as such studies, tests or inspections do not materially alter the condition of the Property and City provides copies of such reports to OG&E.

4. City agrees to indemnify, defend and hold OG&E harmless from any suit or claim for damages, punitive or otherwise, expenses, attorneys' fees, or civil penalties that may be imposed on OG&E as the result of any person or entity claiming an interest in the Property or claiming that OG&E did not have the right to transfer the Property to City.

5. Liens – Any judgment against OG&E which may appear of record as a lien against the Property shall be settled and satisfied by OG&E if and when it is judicially determined to be valid, and OG&E hereby indemnifies the City for all loss arising out of OG&E's failure to have a judgment lien so settled and satisfied. All outstanding assessments levied or due in the year the deed is delivered shall be paid by City.

6. Any and all personal property owned by OG&E, not used in OG&E's daily operations and located on the Property, may be removed by OG&E prior to Closing Date. Any and all personal property of OG&E not used in OG&E's daily operations remaining on the Property as of Closing Date shall pass to City.

7. City acknowledges and affirms that it has not relied on any representation of OG&E as to the quality of the title that OG&E may hold or otherwise, and that City has had sufficient time to consult with its legal counsel and other experts before entering into this Contract.

8. City warrants and affirms that it has the necessary authority to enter into this Contract and that all of the obligations hereunder are enforceable and legally binding on the City and its successors. The person executing this Contract on behalf of the City warrants and affirms that he or she is fully authorized to do so for and on behalf of the City.

9. Closing shall be conducted by mail. OG&E shall forward the Donation Quitclaim Deed to City, c/o the City attorney, David Widdoes.

10. Property taxes assessed against the Property shall be prorated to Closing Date with OG&E paying that portion of the taxes accruing to Closing Date and City paying that portion accruing after Closing Date, if any.

11. This Contract and the rights and obligations thereunder shall survive closing or acceptance and be continuing in nature.

12. All covenants of City in this Donation Contract shall be covenants running with the land and shall be binding upon any successors of City.

13. City acknowledges and affirms that City's assumption of ownership of the Property in no way entitles City to use any OG&E trademark or service mark in any commercial application without OG&E's express written permission.

14. City, in its acceptance hereof, hereby agrees to indemnify and save harmless said OG&E from and against all lawful claims, demands, judgments, losses, costs and expenses, for injury to or death of the person or loss or damage to the property of any person or persons

whomever, including the parties hereto, in any manner arising from or growing out of the acts or omissions, negligent or otherwise, of City, its successors, assigns, licensees and invitees or any person whomsoever, in connection with the entry upon, occupation or use of the said Property herein described.

15. Transfer Taxes – City agrees to purchase, affix and cancel any and all applicable documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the conveyance instrument. In the event of City’s failure to do so, if OG&E shall be obligated so to do, the City shall be liable for all costs, expenses and judgments to or against OG&E, including all of OG&E’s legal fees and expenses and same shall constitute a lien against the Property to be conveyed until paid by the City.

16. OG&E may incorporate the provisions of this Contract into the deed to ensure that such provisions run with the land and are enforceable against any parties taking any interest in the Property by, through or under City.

17. This Contract is being forwarded in duplicate and if the terms and conditions are acceptable, please arrange for signature in the space provided below and return both copies to this office for further handling.

Upon execution of this Contract, a copy will be returned for your file. The formal Donation Quitclaim Deed will be prepared in accordance with the terms and conditions herein set forth.

Executed the _____ day of _____, 2019.

CITY OF SAPULPA

By: _____
Reg Green Title: Mayor of Sapulpa

ATTEST:

By: _____
Shirley Burzio Title: City Clerk for City of Sapulpa

Executed the _____ day of _____, 2019.

OKLAHOMA GAS AND ELECTRIC COMPANY,
an Oklahoma corporation.

By: _____
Jean C. Leger, Jr., Vice President, Utility Operations

ATTEST:

By: _____
Corporate Secretary, Patricia D. Horn
Grantor's Federal Tax ID No.: 73-0382390

EXHIBIT "A"

LEGAL DESCRIPTION:

Part of the Northeast Quarter of the Southwest Quarter, Section 36, Township 18 North, Range 10 East, Creek County, Oklahoma being more particularly described as follows:

Commencing at an existing X in concrete marking the Southeast Corner of the Southeast Quarter of the Southwest Quarter. Thence along the East line of the Southwest Quarter, North 01 degree 01 minute 25 seconds West, 1,374.12 feet to an existing rebar. Thence leaving the East line of the Northeast Quarter of the Southwest Quarter, South 89 degrees 02 minutes 12 seconds West, 429.75 feet to an existing rebar. Thence North 00 degrees 57 minutes 48 seconds West, 334.69 feet to an existing rebar and the Point of Beginning. Thence North 01 degree 02 minutes 59 seconds West, 557.04 feet a set rebar with cap. Thence North 89 degrees 01 minute 27 seconds East, 379.65 feet to an existing rebar. Thence South 01 degree 01 minute 25 seconds East, 557.13 feet to an existing rebar. Thence South 89 degrees 02 minutes 12 seconds West, 379.40 feet to the Point of Beginning, containing 4.85 acres and subject to any Easements of Record.

EXHIBIT "B"

WHEN RECORDED MAIL TO:

City of Sapulpa
425 E. Dewey Avenue
Sapulpa, OK 74066

QUITCLAIM
DEED DONATION

THIS INDENTURE, made this _____ day of _____, 2019, between **OKLAHOMA GAS AND ELECTRIC COMPANY**, a corporation, duly organized and authorized to do business under the laws of the State of Oklahoma with its principal place of business at Oklahoma City, Oklahoma, hereinafter referred to as "Grantor", being desirous of making a gift to be used exclusively for public purposes to the City of Sapulpa, a municipal corporation, whose mailing address is 425 E. Dewey Avenue, Sapulpa, OK 74066, of the following described property having a fair market value of \$58,000.00, and in consideration of such desire and for the accomplishment of its purpose to make such gift, does hereby quitclaim, give, grant, transfer, set over and convey unto the City of Sapulpa, to be used exclusively for public purposes all of Grantor's right, title and interest in and to said property located in Creek County, State of Oklahoma, to-wit:

Part of the Northeast Quarter of the Southwest Quarter, Section 36, Township 18 North, Range 10 East, Creek County, Oklahoma being more particularly described as follows:

Commencing at an existing X in concrete marking the Southeast Corner of the Southeast Quarter of the Southwest Quarter. Thence along the East line of the Southwest Quarter, North 01 degree 01 minute 25 seconds West, 1,374.12 feet to an existing rebar. Thence leaving the East line of the Northeast Quarter of the Southwest Quarter, South 89 degrees 02 minutes 12 seconds West, 429.75 feet to an existing rebar. Thence North 00 degrees 57 minutes 48 seconds West, 334.69 feet to an existing rebar and the Point of Beginning. Thence North 01 degree 02 minutes 59 seconds West, 557.04 feet a set rebar with cap. Thence North 89 degrees 01 minute 27 seconds East, 379.65 feet to an existing rebar. Thence South 01 degree 01 minute 25 seconds East, 557.13 feet to an existing rebar. Thence South 89 degrees 02 minutes 12 seconds West, 379.40 feet to the Point of Beginning, containing 4.85 acres and subject to any Easements of Record.

TO HAVE AND TO HOLD the above described property, subject to existing easements, restrictive covenants, if any, and the rights, if any, of tenants or occupants in possession, unto the City of Sapulpa, its successors and assigns forever, so that neither the Grantor nor any person in its name and behalf shall or will hereafter claim or demand any right or title to said premises, or any part thereof, subject, however, to all existing interest, including, but not limited to, all reservations, rights-of-way, and easements of record, or otherwise in minerals which are reserved to the Grantor located in and under the Property and subject to the following terms and conditions:

ALSO, as part of the consideration for Grantor's donation and conveyance of the Property, Grantee accepts the Property on as "**AS-IS, WHERE-IS**" basis and with all faults, subject to the terms and conditions contained herein. Grantor expressly disclaims any warranties for the Property or appurtenances thereto, including, without limitation, warranties as to title to the Property, its physical condition, availability of utilities, its zoning classification, the design or condition of the Property, its merchantability or its fitness for any particular purpose, or conformity of the Property to its intended use. Grantee agrees that Grantor shall not be liable to Grantee for incidental or consequential damages (including strict liability in tort) with respect to the Property.

Grantee will not object to or participate in any objection to any present or future use by Grantor of the Property or to any efforts which Grantor may undertake to obtain permits, variances, zoning changes or to meet any other requirements to enable Grantor to utilize Grantor's Property in any manner it wishes.

Grantee has been allowed to make an inspection of the Property and has knowledge as to the past use of the Property. Based upon this inspection and knowledge, Grantee is aware of the condition of the Property and GRANTEE IS AWARE THAT GRANTEE IS ACQUIRING THE PROPERTY ON AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS, INCLUDING THOSE RELATING TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY, AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY, including the physical condition of the Property and any defects thereof, the presence of any hazardous substances, wastes or contaminants in, on or under the Property, the condition or existence of any of the above ground or underground structures or improvements in, on or under the Property, the condition of title to the Property, and the leases, easements or other agreements affecting the Property. Grantee is aware of the risk that hazardous substances and contaminants may be present on the Property, and indemnifies, holds harmless and hereby waives, releases and discharges forever Grantor from any and all present or future claims or demands, and any and all damages, loss, injury, liability, claims or costs, including fines, penalties and judgments, and attorney's fees, arising from or in any way related to the condition of the Property or alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any hazardous substances or contaminants in, on or under the Property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) capital expenditures necessary to cause the Grantor's

remaining property or the operations or business of the Grantor on its remaining property to be in compliance with the requirements of any Environmental Law, (c) losses for injury or death of any person, and (d) losses arising under any Environmental Law enacted after transfer. The rights of Grantor under this section shall be in addition to and not in lieu of any other rights or remedies to which it may be entitled under this document or otherwise. This indemnity specifically includes the obligation of Grantee to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any hazardous substances or contaminants on the Property.

The term "Environmental Law" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law.

The term "Hazardous Substance" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions.

Grantee shall expressly assume all responsibility for the condition of the Property. This obligation shall attach to Grantee whether or not Grantee conducts, or causes to be conducted, an Environmental Assessment. Grantee shall perform all necessary, or desired, clean-up or other abatement or remediation of the Property at Grantee's sole cost and expense and shall indemnify, defend and hold Grantor harmless against claim for damages or the cost of clean-up, if any, that may arise in any manner or at any time out of the condition of the Property.

Grantee acknowledges and affirms that Grantor may not hold fee simple title to the Property, that Grantor's interest in the Property, if any, may rise only to the level of an easement for railroad purposes. Grantee is willing to accept Grantor's title to the Property, if any, on this basis and expressly releases Grantor, its successors and assigns from any claims that Grantee or its successors may have as a result of an abandonment of the line of rail running over or adjacent to the Property.

IN LIGHT OF GRANTOR'S DISCLOSURE THAT IT MAY NOT HOLD A FEE INTEREST IN THE PROPERTY, GRANTEE AGREES TO INDEMNIFY, DEFEND AND HOLD GRANTOR HARMLESS FROM ANY SUIT OR CLAIM FOR DAMAGES, PUNITIVE OR OTHERWISE, EXPENSES, ATTORNEYS' FEES, OR CIVIL PENALTIES THAT MAY BE IMPOSED ON GRANTOR AS THE RESULT OF ANY PERSON OR ENTITY CLAIMING AN INTEREST IN THE PROPERTY OR CLAIMING THAT GRANTOR DID NOT HAVE THE RIGHT TO TRANSFER THE PROPERTY TO GRANTEE.

All covenants of Grantee in this Donation shall be covenants running with the land and shall be binding upon any successors of Grantee.

Grantee, in its acceptance hereof, hereby agrees to indemnify and save harmless said Grantor, from and against all lawful claims, demands, judgments, losses, costs and expenses, for

injury to or death of the person or loss or damage to the Property of any person or persons whomever, including the parties hereto, in any manner arising from or growing out of the acts or omissions, negligent or otherwise, of Grantee, its successors, assigns, licensees and invitees or any person whomsoever, in connection with the entry upon, occupation or use of the said Property herein described.

This deed is granted in accordance with the terms and conditions of that certain Real Estate Donation Contract between Grantor and Grantee, signed by Grantee on the _____ day of _____, 2019, and accepted by Grantor on the _____ day of _____, 2019, including any supplements and amendments thereto, and is made subject to the terms and conditions contained therein, which terms and conditions shall continue to be controlling.

By delivery of this deed, Grantee, its legal representatives, successors and assigns, hereby accept and agree to all of the terms, conditions, provisions, reservations, restrictions, permitted exceptions and indemnities herein contained.

TO HAVE AND TO HOLD the Property unto the said Grantee, its successors and assigns, forever, subject however to (i) the reservations contained herein and (ii) the Permitted Exceptions, to the extent, but only to the extent such exceptions validly affect the Property.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed by its authorized representative, attested by its Secretary, and its corporate seal to be affixed hereto on the day and year first above written.

OKLAHOMA GAS AND ELECTRIC COMPANY,
an Oklahoma corporation

By: _____
Jean C. Leger, Jr.,
Vice President, Utility Operations

ATTEST:

By: _____
Corporate Secretary, Patricia D. Horn
Grantor's Federal Tax ID No.: 73-0382390

STATE OF OKLAHOMA)
) ss.
COUNTY OF OKLAHOMA)

On this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Jean C. Leger, Jr., to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Vice President, Utility Operations, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of **OKLAHOMA GAS AND ELECTRIC COMPANY**, a corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
My Commission Expires:

Notary Public

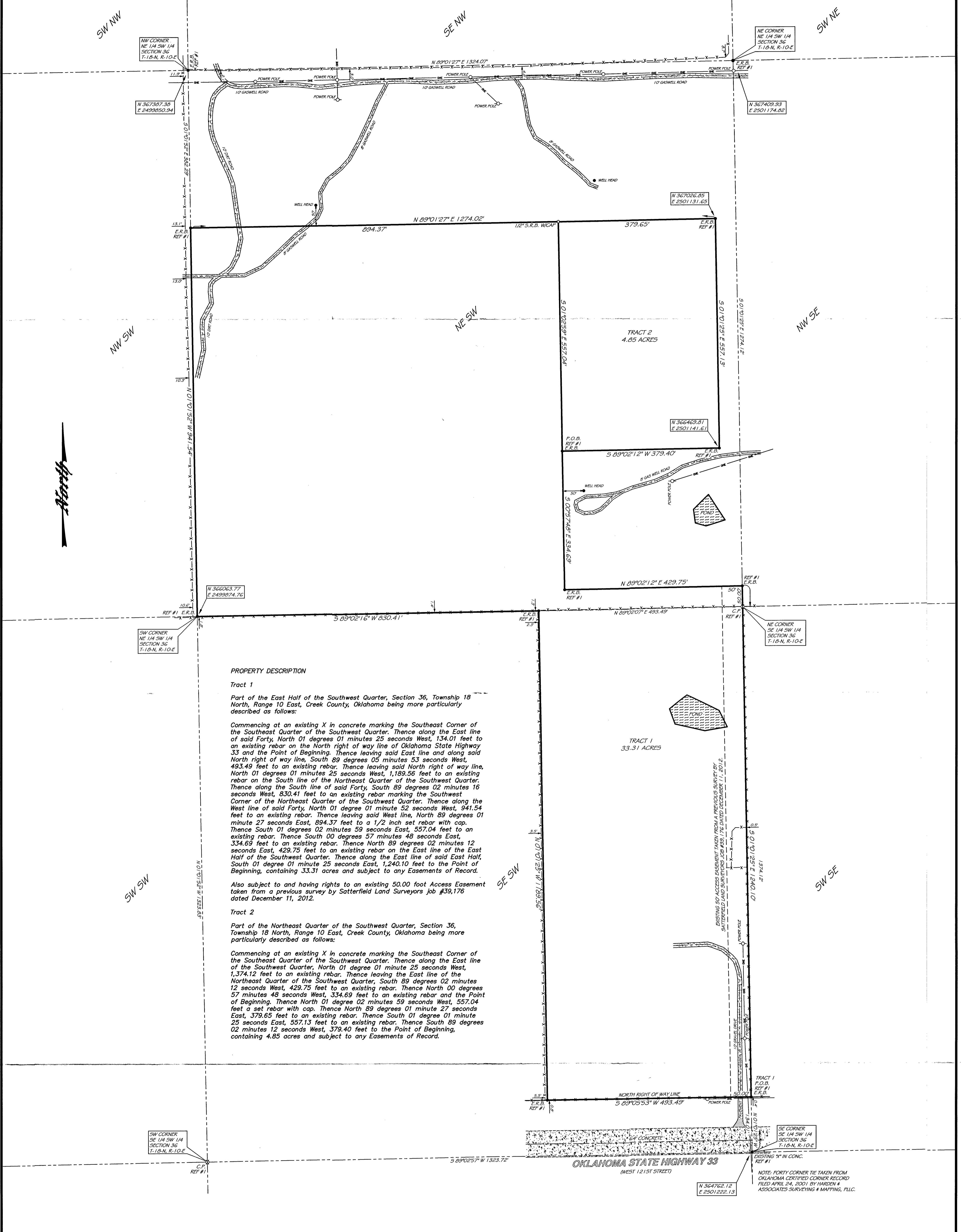
ACCEPTED BY:

CITY OF SAPULPA

By: _____
Reg Green, Mayor of Sapulpa

ATTEST:

By: _____
Shirley Burzio, City Clerk for City of Sapulpa



PROPERTY DESCRIPTION

Tract 1
Part of the East Half of the Southwest Quarter, Section 36, Township 18 North, Range 10 East, Creek County, Oklahoma being more particularly described as follows:

Commencing at an existing X in concrete marking the Southeast Corner of the Southeast Quarter of the Southwest Quarter. Thence along the East line of said Forty, North 01 degrees 01 minutes 25 seconds West, 134.01 feet to an existing rebar on the North right of way line of Oklahoma State Highway 33 and the Point of Beginning. Thence leaving said East line and along said North right of way line, South 89 degrees 05 minutes 53 seconds West, 493.49 feet to an existing rebar. Thence leaving said North right of way line, North 01 degrees 01 minutes 25 seconds West, 1,189.56 feet to an existing rebar on the South line of the Northeast Quarter of the Southwest Quarter. Thence along the South line of said Forty, South 89 degrees 02 minutes 16 seconds West, 830.41 feet to an existing rebar marking the Southwest Corner of the Northeast Quarter of the Southwest Quarter. Thence along the West line of said Forty, North 01 degree 01 minute 25 seconds West, 941.54 feet to an existing rebar. Thence leaving said West line, North 89 degrees 01 minute 27 seconds East, 894.37 feet to a 1/2 inch set rebar with cap. Thence South 01 degrees 02 minutes 59 seconds East, 557.04 feet to an existing rebar. Thence South 00 degrees 57 minutes 48 seconds East, 334.69 feet to an existing rebar. Thence North 89 degrees 02 minutes 12 seconds East, 429.75 feet to an existing rebar on the East line of the East Half of the Southwest Quarter. Thence along the East line of said East Half, South 01 degree 01 minute 25 seconds East, 1,240.10 feet to the Point of Beginning, containing 33.31 acres and subject to any Easements of Record.

Also subject to and having rights to an existing 50.00 foot Access Easement taken from a previous survey by Satterfield Land Surveyors job #39,176 dated December 11, 2012.

Tract 2
Part of the Northeast Quarter of the Southwest Quarter, Section 36, Township 18 North, Range 10 East, Creek County, Oklahoma being more particularly described as follows:

Commencing at an existing X in concrete marking the Southeast Corner of the Southeast Quarter of the Southwest Quarter. Thence along the East line of the Southwest Quarter, North 01 degree 01 minute 25 seconds West, 1,374.12 feet to an existing rebar. Thence leaving the East line of the Northeast Quarter of the Southwest Quarter, South 89 degrees 02 minutes 12 seconds West, 429.75 feet to an existing rebar. Thence North 00 degrees 57 minutes 48 seconds West, 334.69 feet to an existing rebar and the Point of Beginning. Thence North 01 degree 02 minutes 59 seconds West, 557.04 feet to a set rebar with cap. Thence North 89 degrees 01 minute 27 seconds East, 379.65 feet to an existing rebar. Thence South 01 degree 01 minute 25 seconds East, 557.13 feet to an existing rebar. Thence South 89 degrees 02 minutes 12 seconds West, 379.40 feet to the Point of Beginning, containing 4.85 acres and subject to any Easements of Record.

SURVEYOR'S NOTE: This survey was conducted under the supervision of Clovis W. Satterfield, No. 910, or Ricky Hill, No. 1581, Satterfield Land Surveyors, P.A. Certificate of Authorization No. 2129, and meets the Minimum Standards for the state of Oklahoma. Satterfield Land Surveyors, P.A., 1-(479)-632-3565 Hwy. 71 North, P.O. Box 640, Alma, AR 72921

SURVEYOR'S NOTE: This survey was done to mark the corners on the ground and to show observed structures. Utilities located if requested according to utility company records, and or above ground inspection. This survey was done from description furnished to us or instruction from the person(s) named on this plat. No title search was done and record ownership, Rights of Way of road and Easements to and across this property must be confirmed by others. The Buyer or Owner of this property should satisfy themselves as to the correct owner through a title search or review by an attorney.

Satterfield Land Surveyors P.A., Copyright 2019

This plat is copyright material and is provided solely for the use of the person(s) named on this plat and may not be used or distributed to any other person(s) or company for their benefit. No license has been created, expressed or implied to copy the survey without the written consent of Satterfield Land Surveyors, P.A. No one including the person(s) named, may reproduce this plat. Only authentic copies that appear with the surveyor's seal in red may be used. Any copies used without this red seal are considered unauthorized copies and are considered a copyright infringement. After filing with State Surveyor's office, survey becomes public record.

REVISIONS:

NEEDY MAP:

LEGEND:

- S.R.B. = SET 1/2" REBAR W/ CAP
- S.P./K.N. = SET P/K NAIL
- S.R.S. = SET RAILROAD SPIKE
- S.A. = SET NAIL
- E.R.B. = EXISTING REBAR
- E.P. = EXISTING IRON PIN
- E.P./K.N. = EXISTING P/K NAIL
- E.A. = EXISTING NAIL
- E.R.S. = EXISTING RAILROAD SPIKE
- = EXISTING GOVERNMENT MONUMENT
- = EXISTING STATE MONUMENT
- ▲ = EXISTING R/W MARKER
- ▲ = EXISTING FENCE
- = COMPUTED POINT
- = FENCE CORNER

REFERENCE DEED:

SURVEY REFERENCES:

1. SATTERFIELD LAND SURVEYORS - #39,176 - 12/11/12

BASIS OF BEARING:
OKLAHOMA STATE PLANE COORDINATES GRID NORTH

SURVEYORS DISCLAIMER AND STATEMENT OF USE

This survey was conducted by the written or verbal authorization of the person named as the buyer and/or Use by as shown on this plat. No one has the authority to use the data or legal description from this survey except those named or their agents and the survey is only certified to the date shown on this plat. This plat is protected by copyright and any person other than those named using or relying upon this plat will be held responsible. Satterfield Land Surveyors, P.A. will not be responsible or have any liability to any other person or company who uses this plat without written authorization. After filing with State Surveyor's office, survey becomes public record.



CREEK COUNTY, OKLAHOMA
SURVEY OF PART OF THE

E 1/2 SW 1/4, SECTION 36, T-18-N, R-10-E

FOR USE BY: O.G.# E.

Satterfield Land Surveyors P.A.

1928 HWY. 71 NORTH, ALMA, ARK. - PHONE No. (479) 632-3565
FAX (479) 632-5002 - WEBSITE: <http://www.slsurveying.com>

DRAWN BY: C.W.D.
SCALE: 1" = 50'
DATE: 7-29-19
JOB NO.: 44,506



AGENDA ITEM

City Council Regular

10. C.

Meeting Date: September 16, 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 Ordinance of the City of Sapulpa, Oklahoma, Amending the Master Fee Schedule to the Sapulpa City Code, Appendix A, Section 12.12-203, Miscellaneous Planning and Administration Fees, by Providing for a Rate for Specific Use Permit Licenses and Renewals, Repealing All Ordinances or Parts of Ordinances in Conflict with this Ordinance; and Providing That If Any Part or Parts of this Ordinance Are Held Invalid or Ineffective, the Remaining Portions Shall Not Be Affected; and Declaring an Emergency.

BACKGROUND:

The attached Ordinance provides for a \$100.00 fee to renew a Specific Use Permit that otherwise expires by its terms on a regular basis.

RECOMMENDATION:

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

Attachments

Ordinance

Ordinance #2822

ORDINANCE NUMBER _____

CONSIDER ADOPTING AN ORDINANCE OF THE CITY OF SAPULPA, OKLAHOMA, AMENDING THE MASTER FEE SCHEDULE TO THE SAPULPA CITY CODE, APPENDIX A, SECTION 12.12-203, MISCELLANEOUS PLANNING AND ADMINISTRATION FEES, BY PROVIDING FOR A RATE FOR SPECIFIC USE PERMIT LICENSES AND RENEWALS, REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING THAT IF ANY PART OR PARTS OF THIS ORDINANCE ARE HELD INVALID OR INEFFECTIVE, THE REMAINING PORTIONS SHALL NOT BE AFFECTED; AND DECLARING AN EMERGENCY.

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

Section 1. The Sapulpa City Code, Appendix A, Section 12.12-203, of the Sapulpa City Code is amended to read in its entirety as follows:

“SECTION 12.12-203 MISCELLANEOUS PLANNING / ADMINISTRATION FEES.

The fees referenced in Section 12-203 are as follows:

Amendments submitted to a PUD or plat not requiring Planning Commission approval (including site plans, road plans, grading plans, landscape plans etc):	\$25.00 each
Zoning change applications to SMAPC:	
AG, RE, RS-1, RS-2 or RS-3:	\$150.00 + \$2.00 for each acre over 10; \$300 maximum
RD, RMH-1, RMH-2, RMT, RM-1, RM-2:	\$150.00 + \$5.00 for each acre over 10; \$700.00 maximum
OL, OM, CS, CG, CBD, IR, IL, or IH:	\$350.00 + \$10.00 for each acre over 10; \$800.00 maximum
PUD	\$150.00 + \$1.00 for each acre over 10; no maximum
300 foot List:	Actual cost of mailing, plus \$30.00 for notice preparation
Legal Notice Fee:	Actual cost of publication

Special Exceptions	\$170.00 plus actual cost of mailing and publication
Variances	\$170.00 plus actual cost of mailing and publication
Zoning Change Publication Fee:	Actual cost of publication
Zoning or Floodplain verification letter:	\$10.00
Process Request to Re-open/ Close Street/Easement	\$250.00 each
<u>Specific Use Permit Fees:</u>	<u>\$170.00 application fee each, plus \$30.00 processing fee each; and a \$100.00 renewal fee each."</u>

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

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

Section 4. EMERGENCY. Being immediately necessary that the provisions of this ordinance be put into full force and effect for the preservation of the public peace, health and safety of the City of Sapulpa, Oklahoma, an emergency is hereby declared to exist and this ordinance shall be in full force and effect after its passage, approval and publication as required by law.

PASSED AND APPROVED in regular session this ____ day of _____ 2019, with emergency clause separately voted upon.

Reg Green, Mayor

ATTEST:

APPROVED AS TO FORM:

Shirley Burzio, City Clerk

David R. Widdoes, City Attorney



Informational Items 12. A.

City Council Regular

Meeting Date: September 16, 2019

Submitted By: Amy Hoehner, Legal Assistant

SUBJECT:

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

Attachments

Status Report

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

TETRA TECH, INC.
PROJECT STATUS REPORT
SAPULPA, OKLAHOMA
SEPTEMBER 16, 2019

PROJECT		TETRA TECH CONTACT	STATUS	FUNDING	COMMENTS	RECOMMENDED ACTION
1.	Water Atlas Creation	Ryan Mittasch, P.E.	P		Tetra Tech is waiting for atlas markups from city staff to document facilities that were not in the plans previously provided.	City to review draft atlas and provide updated information to Tetra Tech for data entry.
2.	N02-N04 Lift Station, Force Main, and Gravity	Ryan Mittasch, P.E.	E		Construction is ongoing.	None.
3.	SeneGence/Westside Sewer Plan	Ryan Mittasch, P.E.	E		Preliminary design of revised alignment underway.	None.
4.	Sapulpa Fire Training Facility Waterline	Ryan Mittasch, P.E.	E		Construction has begun.	None.
5.	Hobson Street Study	Ryan Mittasch, P.E.	P		Study completed.	Budget for realignment and Boyd Place circle improvements.
6.	Frankoma Road Sanitary Sewer Extension	Ryan Mittasch, P.E.	P		Design is complete. Easement acquisition underway and BNSF crossing permitting initiated.	None.