

## **SAPULPA CITY COUNCIL MEETING**

CITY HALL - 425 EAST DEWEY AVENUE

COUNCIL CHAMBERS, 2ND FLOOR

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

Notice is hereby given that the Mayor and City Council of the City of Sapulpa, Oklahoma, will meet in regular session at 7:00 p.m. on the 16th day of January, 2018, in the Council Chambers, Sapulpa City Hall, 425 East Dewey Avenue, Sapulpa, Oklahoma, with the agenda for said meeting as follows:

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

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

### **- AGENDA -**

1. **CALL TO ORDER.**
2. **INVOCATION.**
3. **PLEDGE OF ALLEGIANCE.**
4. **ROLL CALL.**
5. **MINUTES.**
  - A. Consider approving the minutes of the January 2, 2018, regular city council meeting.
6. **APPOINTMENTS, AWARDS, PRESENTATIONS, AND PROCLAMATIONS.**
7. **CONSENT ITEMS:** All matters under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any City Council member may, however, remove an item from consent by request.
  - A. Consider approving Claims in the amount of \$187,646.95
8. **PUBLIC HEARINGS.** - no items

9. **COMMUNITY DEVELOPMENT.** - no items

11. **ADMINISTRATION.**

- A. Discussion and possible action regarding approval of an Amendment of Utility Easement for the property located at 1907 South Stephanie Street, Sapulpa, Oklahoma.
- B. Discussion and possible action regarding a Right of Way Encroachment Use Agreement and License with LSN Land Management, LLC, owner of the real property commonly known as 421 North 2nd Street, Sapulpa, Oklahoma.
- C. Discussion and possible action on approval of a General Warranty Deed with Dan and Barbara McCarthy for the property located at 620 North 2nd Street, Sapulpa, Oklahoma.
- D. Discussion and possible action on approval of a Lease Agreement with Dan and Barbara McCarthy for the property located at 620 North 2nd Street, Sapulpa, Oklahoma.
- E. Discussion and possible action regarding approving close-out of the North Hickory Wastewater Line Project with Garrow Construction, LLC, and payment of the final pay request in the amount of \$22,582.50. This also includes the approval of the change order which deleted the replacement of an 8" ductile iron pipe crossing Hickory Street which will be completed during the road construction project on North Hickory. This change order results in a \$2,660.00 deduction in the project cost. The total project cost was \$59,015.00. This includes the approval of all close out documents; establishing the warranty date effective January 8, 2018 through January 8, 2019.
- F. Discussion and possible action regarding acceptance by the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Authority, of Grant Award No. 08-01-05221 from the U.S. Economic Development Administration in the amount of \$1,500,000.00 to support the construction of a sanitary sewer line on the west side of the City of Sapulpa.
- G. Discussion and possible action regarding the adoption of a resolution of the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Authority amending the FY 2017-2018 annual budget by increasing revenues and appropriations in the Grants & Aid fund in the amount of \$3,005,370.00 to provide funding for the west side sanitary sewer improvements.
- H. Discussion and possible action regarding approving Change Order 001 on the West Bryan Street STP project to ODOT in the amount of \$4,000.00.
- I. Discussion and possible action to approve a 15 day extension, up to and including February 5, 2018, to take action to award and/or reject bids received for the Sapulpa Sports Complex Earthwork & Site Drainage project.

12. **NEW BUSINESS.** (Items that were not known about at the time of posting the agenda.)
13. **INFORMATIONAL ITEMS FROM MAYOR, CITY COUNCIL, CITY MANAGER, OR CITY ATTORNEY.**
14. **PUBLIC COMMENTS.** The purpose of the Public Comments Section of the Agenda is for members of the public to speak to the City Council on any subject not scheduled on the Regular Agenda. City Council shall make no decision or action, except to direct the City Manager to take action, or to schedule the matter for City Council discussion at a later date.  
*Please come to the podium when the Mayor calls your name and keep your comments as brief as possible.*
15. **EXECUTIVE SESSION.**
16. **ADJOURNMENT.**

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

Name: Shirley Burzio  
Title: City Clerk



**AGENDA ITEM**

**City Council Regular**

**5.A.**

**Meeting Date:** January 16, 2018

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

**Department:** City Clerk

**Presented By:**

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**SUBJECT:**

Consider approving the minutes of the January 2, 2018, regular city council meeting.

**BACKGROUND:**

**RECOMENDATION:**

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**Attachments**

minutes.01-02-2018 city

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# DRAFT

**CITY OF SAPULPA, OKLAHOMA**  
COUNCIL PROCEEDINGS  
Meeting of January 2, 2018

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

Present: Reg Green, Mayor  
Louis Martin, Vice-Mayor  
John Anderson, Councilor  
Marty Cummins, Councilor  
Craig Henderson, Councilor  
Alan Jones, Councilor  
Hugo Naifeh, Councilor  
Charles Stephens, Councilor

Staff Present: Joan Riley, City Manager; Rick Rumsey, Assistant City Manager; Pam Vann, City Treasurer; David Widdoes, City Attorney; Shirley Burzio, City Clerk; Nikki White, Urban Development Director

**1. INVOCATION.**

The invocation was given by Vice-Mayor Louis Martin.

**2. PLEDGE OF ALLEGIANCE.**

Mayor Reg Green led the "Pledge of Allegiance."

**3. MINUTES AND CONSENT ITEMS.**

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

- A.** Approve the minutes of the December 18, 2017, regular city council meeting;
- B.** Approve claims in the amount of \$203,694.95.

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

#### **4. COMMUNITY DEVELOPMENT.**

- A.** Motion was made by Councilor Craig Henderson, seconded by Councilor Alan Jones, to approve FP-2017-01, Final Plat "Taft & Cheyenne".

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

- B.** Motion was made by Councilor Craig Henderson, seconded by Councilor Alan Jones, to approve FP-2017-02, Final Plat for "Mayfield Estates".

ROLL CALL: AYE-Marty Cummins, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Charles Stephens. NAY-John Anderson, Charles Stephens.  
Absent-Hugo Naifeh. Motion carried 6-2.

- C.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Craig Henderson, to approve the adoption of an ordinance amending the Zoning Ordinance of the City of Sapulpa; changing the zone and district of land located at the northwest corner of West 81st Street South and Frankoma Road, City of Sapulpa, Creek County, State of Oklahoma, from IH (Industrial Heavy) to RS-3 (Residential Single Family), per SAZ-944; 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. 2788)

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

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

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

#### **5. ADMINISTRATION.**

- A.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor John Anderson, to declare two Ford F-150 trucks (VIN 2FTPF17Z91CA83221 and VIN 2FTPF17Z71CA75635) and one International street sweeper (VIN 1HTSAZPM1LH244560) as surplus property, and authorizing the City Manager to dispose of said vehicles per state law.

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

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

- A.** The Sapulpa Main Street Profit and Loss report for October and November, 2017, was presented to the council for review and discussion only. No action was taken by the council.

**7. ADJOURNMENT.**

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

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

\_\_\_\_\_  
Mayor

Attest:

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City Clerk



**Consent Agenda 7.A.**

**City Council Regular**

**Meeting Date:** January 16, 2018

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

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**SUBJECT:**

Consider approving Claims in the amount of \$187,646.95

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**Attachments**

Claims list 1-16-18

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FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
120491	99-10143	PERDUE, BRANDON, FIELDER,	CCOLLECTION SERVICE-COURT	1/2018	12/1-12/31/17	3,235.70
121987	99-10159	LAWRENCE COUNTY NEWSPAPERS,	FIREFIGHTER EMPLOY AD	1/2018	15929	224.00
122053	99-10159	LAWRENCE COUNTY NEWSPAPERS,	PUBLISH ORD 2787	1/2018	15577	230.20
121960	99-10160	MERRIFIELD OFFICE SOLUTIONS	SCOPY PAPER	1/2018	0136607-001	59.98
121964	99-10160	MERRIFIELD OFFICE SOLUTIONS	MISC OFFICE SUPPLIES	1/2018	0136535-001	68.81
120344	99-10195	BROOKS GREASE SERVICE, INC	MAINT AGRMNT GREASE TRAP	1/2018	85420	200.00
121939	99-103	ONG	NOV 2017 GAS CHARGES	1/2018	NOV 2017 121939	2,176.38
121979	99-10355	CIRCLE C CONSULTING LLC	2 CASES EMS GLOVES	1/2018	859	123.80
121986	99-10412	BH MEDIA GROUP INC	FIREFIGHTER EMPLOY AD	1/2018	I0000434039-1210	998.00
121992	99-10488	ADMIRAL EXPRESS LLC	MISC JANITORIAL SUPPLIES	1/2018	1928642-0	97.88
120545	99-10551	CURTIS, RICHARD	EDUCATIONAL REIMBURSEMENT	1/2018	1/9/18 120545	2,076.00
121178	99-10564	MARK PEREZ	GRAPHICS FOR ALL TRUCKS	1/2018	2088	2,575.64
122154	99-10607	VHRMR STILL LLC dba HOME2	SLODGING FOR TRAINING	1/2018	D TAYLOR 122154	247.52
122157	99-10609	BAKER, SAM	REPLACE DAMAGED CLOTHING	1/2018	841136 12/4/17	79.14
121963	99-10612	COVELL PARTNERS IN DEVELOP	MLODGING FOR CMAO SEMINAR	1/2018	1/23-25/18 J RILEY	285.00
119791	99-1206	REASOR'S INC.	FOOD FOR STUDY SESSIONS	1/2018	0145 12/4/17	84.56
121637	99-1206	REASOR'S INC.	FOOD FOR VALOR	1/2018	3291 11/28/17	14.58
121670	99-1206	REASOR'S INC.	FOOD FOR PRISONERS	1/2018	0791 12/1/17	871.56
120719	99-133	INCOG	ANNUAL DUES-QRTLY PYMENTS	1/2018	222082	4,744.75
119967	99-1565	OKLAHOMA MUNICIPAL ASSURAN	CLIAABILITY/PROP INS COVERA	1/2018	(N1) (00/00) 10/11	124.00
120360	99-161	CREEK COUNTY RURAL WTR #4	SEWER FOR STAT 4	1/2018	741 11/29-12/27/17	85.00
121995	99-1775	LIBERTY FLAGS, INC.	3 FLAGS	1/2018	83820	59.90
122029	99-1992	JOHN DEERE FINANCIAL ACCT#52	ROLLS OF WELDING WIRE	1/2018	E41950/2 12/13/17	83.96
121999	99-213	OKLAHOMA FIRE CHIEFS ASSOC	WINTER WORKSHOP	1/2018	4913	300.00
121935	99-28	OG&E	DEC 2017 ELEC CHARGES	1/2018	12/22/17 121935	5,398.16
120134	99-2959	DAVIDSON AND DAVIDSON ENTER	MISC PARTS-VEHICLE MAINT	1/2018	0123038-IN	40.00
120748	99-3270	LOEFFLER, ALLEN & HAM	TITLE OPINION	1/2018	MCCARTHY 12/19/17	250.00
120780	99-3286	MOTOROLA SOLUTIONS, INC	SRVC AGRMNT F/RADIOS	1/2018	8230159103	1,284.95
120022	99-3633	PUBLIC SERVICE COMPANY OF O	MONTHLY FEE-STORM SIREN	1/2018	9536811170 12/2017	13.12
122056	99-369	CREEK COUNTY ELECTION BRD	PRIMARY/GENERAL ELECTION	1/2018	2/13/18 122056	2,395.88
121829	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR VEHICLES	1/2018	153-481184	113.41
122032	99-3707	O'REILLY AUTOMOTIVE INC	RADIATOR	1/2018	153-480938	143.27
122037	99-3707	O'REILLY AUTOMOTIVE INC	OIL/FILTERS/ARM CONTROL	1/2018	153-477999	122.13
122038	99-3707	O'REILLY AUTOMOTIVE INC	PS FLUID/WIPER BLADES	1/2018	153-478608	70.11
122040	99-3707	O'REILLY AUTOMOTIVE INC	BRAKE PADS/IGNITION COIL	1/2018	153-480996	88.91
122164	99-4004	H & M HEAT & AIR CONDITIO	HEATER FOR ENGINE ROOM	1/2018	39983	70.00
120789	99-4183	UPTOWN SAPULPA ACTION, INC.	CONTRACT W/ MAIN ST	1/2018	JAN 2018 120789	2,500.00
120394	99-4269	CREEK COUNTY RURAL WTR #3	WATER BILL-GUN RANGE	1/2018	33975 11/-12/2017	24.00
121380	99-4588	GARY HARRIS	IT SERVICES	1/2018	7741	1,969.12
120779	99-4690	TOTAL RADIO, INC	AGRMNT-MAINT STORM SIRENS	1/2018	80000789	588.00
121255	99-4690	TOTAL RADIO, INC	ALIGN RADIOS/CONSOLE	1/2018	111000012-1	125.00
121938	99-4700	COX COMMUNICATIONS	DEC 2017 PHONE CHARGES	1/2018	067201101 12/31/17	10,704.01
120946	99-4750	UNITED ENGINES, LLC	CODE/DIAGNOSE VEHICLES	1/2018	2119857	106.30
121957	99-5388	OFFICE DEPOT 25022426	MISC OFFICE SUPPLIES	1/2018	991785213001	119.05
120746	99-6465	WIDDOES, DAVID	TRAINING/TRAVEL REIMBURSE	1/2018	9/14 & 10/14-19/17	385.40
120737	99-6477	WEST PUBLISHING CORPORATION	WESTLAW SUBSCRIPTION	1/2018	837449963	533.26
121991	99-6628	CDW GOVERNMENT, INC.	SIGNATURE PAD	1/2018	LFM2531	93.84
121962	99-6671	SAPULPA AREA CHAMBER OF CO	MANNUAL MEMBERSHIP DUES	1/2018	4931	1,155.00
120749	99-7168	LEGAL DIRECTORES PUB CO	YEARLY DIRECTORY	1/2018	0470774-IN	69.75
122109	99-7871	AXON ENTERPRISE INC	TASER PLAN PAYMENT	1/2018	SI1516332	1,333.85

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
119420	99-7962	FISHER, FARLEY	MEALS FOR CLASS	1/2018	1/11-12/18 119420	24.00
121895	99-8216	HILAND DAIRY FOODS CO.LLC	MILK FOR PRISONERS	1/2018	9064808	20.50
122054	99-8400	DENNIS WAYNE JACKSON	REPLACE LIGHTS/BALLASTS	1/2018	1145	139.74
121160	99-8434	FLEETCOR TECHNOLOGIES d/b/aNOV 2017 CNG		1/2018	NP52034136	81.29
121163	99-8434	FLEETCOR TECHNOLOGIES d/b/aDECEMBER CNG		1/2018	NP52241072	127.84
120361	99-8469	SAPULPA RURAL WATER	WATER USAGE STAT 4	1/2018	48003 11/10-12/ 17	68.20
121889	99-8771	NORTHWEST CONTROLS SYSTEMS,UPGRADE H/A UNITS		1/2018	SVC0011064	4,700.00
120322	99-8817	DE LAGE LANDEN PUBLIC FINANLEASE COPIERS/PRINTERS		1/2018	57531174	2,327.00
120327	99-8817	DE LAGE LANDEN PUBLIC FINANCOPIER/PRINTER LEASE		1/2018	57518969	150.00
121985	99-9046	FLEETPRIDE, INC.	AIR/OIL FILTERS/WIPERS	1/2018	89815131	154.06
120350	99-9222	RUSH TRUCK CENTER - TULSA	ANN MAINT AGRMNT-ALL ENG	1/2018	3008807635	1,296.93
120539	99-9236	STAPLES CONTRACT AND COMMERCARDS FOR EMPLOYEES		1/2018	8047983607	239.68
120315	99-9288	ADVANCE ALARMS, INC	ALARM FOR GARAGE	1/2018	1581085	25.00
120494A	99-9397	ELECTRONIC TRANSACTION SYSTCREDIT CARD FEES		1/2018	NOV 2017 120494A	309.66
121175	99-9569	O2 FOR U, INC	CYLINDER LEASE	1/2018	28662	150.00
122156	99-9702	HAHN APPLIANCE CENTER, INC.ICE MAKER FILTERS/CLEANER		1/2018	S1414431	199.80
119559	99-9801	LEXISNEXIS RISK DATA MANAGESOFTWARE FOR CODE ENFORCE		1/2018	1519676-20171231	100.00
119412	99-9859	VERIZON WIRELESS SERVICES LDATA PLAN BLDG INSP IPAD		1/2018	9798845038A	40.01
120147	99-9859	VERIZON WIRELESS SERVICES LWIRELESS CHARGES FOR IPAD		1/2018	9798845038	400.10
120036	99-9996	ALLIANCE MAINTENANCE, INC. JANITORIAL SERVICES		1/2018	99655	1,595.00
120446	99-9996	ALLIANCE MAINTENANCE, INC. JAN SRVCS-CITY HALL/ANNEX		1/2018	99659	947.50
FUND TOTAL:						61,839.19

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

121964	99-10160	MERRIFIELD OFFICE SOLUTIONSMISC OFFICE SUPPLIES		1/2018	0136535-001	44.99
121939	99-103	ONG	NOV 2017 GAS CHARGES	1/2018	NOV 2017 121939	1,623.42
120237	99-10302	LAMPTON WELDING SUPPLY CO, TANK RENTAL		1/2018	872311	15.30
120288	99-10302	LAMPTON WELDING SUPPLY CO, CHEMICAL BOTTLE RENTALS		1/2018	872312	24.60
121041	99-10558	TECHNICAL PROGRAMMING SERVIBILLING SERVICES		1/2018	100558	1,804.27
121059	99-1443	BRENNTAG SOUTHWEST, INC. CHLORINE		1/2018	BSW917979	4,668.37
122004	99-1443	BRENNTAG SOUTHWEST, INC. SODIUM PERMANGATE		1/2018	BSW920747	4,172.60
120233	99-1575	FIZZ-O WATER CO., INC. WATER FOR LAB TESTING		1/2018	1143991	69.65
121727	99-1992	JOHN DEERE FINANCIAL ACCT#5MISC PARTS FOR PLANT		1/2018	E33246/2 11/27/17	31.46
121935	99-28	OG&E	DEC 2017 ELEC CHARGES	1/2018	12/22/17 121935	28,391.83
122002	99-2959	DAVIDSON AND DAVIDSON ENTERROLL OF BRAIDED HOSE		1/2018	0122801-IN	268.35
119369	99-3593	CITY OF TULSA	METER CONNECT FEE-POLSON	1/2018	103688966 12/20/17	235.11
120317	99-3633	PUBLIC SERVICE COMPANY OF OSRWCS ELEC SERVICE		1/2018	951490220 12/26/17	5,739.54
122033	99-3707	O'REILLY AUTOMOTIVE INC	OIL FILTER/OIL	1/2018	153-477628	30.75
119972	99-3881	FHC, INC. DBA TETRA TECH FHOPEATION/MAINT-SKIATOOK		1/2018	51269062	9,641.04
120706	99-3908	VERDIGRIS VALLEY ELEC COOP SWRCS ELECTRIC		1/2018	262110320 12/29/17	13.48
120234	99-4112	ACCURATE ENVIRONMENTAL INC.DEQ REQUIRED TESTING		1/2018	7L22004	412.50
122000	99-4112	ACCURATE ENVIRONMENTAL INC.LT2 DECEMBER		1/2018	7L13037	400.00
122001	99-4470	OCV CONTROL VALVES LLC	BONNET TO REPAIR VALVE	1/2018	222403	315.00
121936	99-4482	OTA / GOV. ACCOUNTS	MONTHLY PIKEPASS CHARGES	1/2018	20171296262	8.54
121380	99-4588	GARY HARRIS	IT SERVICES	1/2018	7741	1,969.13
121065	99-4819	ODEQ	STATE LAB FEES	1/2018	17112780019	1,783.20
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	1/2018	8241445763	42.62
120243	99-6646	FASTENAL COMPANY INC	MISC PARTS FOR PLANT	1/2018	OKSAP151188	18.23
120307	99-7994	BANCFIRST	SMA UTILITY SYSTEM	1/2018	SERIES2013 1/3/18	206,280.41

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
120324	99-7994	BANCFIRST	SMA UTIL REV BOND REF 12	1/2018	SERIES2012 1/3/18	137,220.84
120238	99-7998	AMERICAN ENVIRONMENTAL	LANDSLUDGE DISPOSAL FEE	1/2018	8452	1,393.61
122054	99-8400	DENNIS WAYNE JACKSON	REPLACE LIGHTS/BALLASTS	1/2018	1145	139.74
121160	99-8434	FLEETCOR TECHNOLOGIES d/b/a	NOV 2017 CNG	1/2018	NP52034136	139.63
121163	99-8434	FLEETCOR TECHNOLOGIES d/b/a	DECEMBER CNG	1/2018	NP52241072	199.87
121057	99-8493	MESHEK & ASSOCIATES, P.L.C.	LAKE DAM INSPECTIONS	1/2018	5164	6,800.00
122005	99-8526	RAVEN MATERIALS, INC.	CLEAN SLUDGE POND #2	1/2018	2890-17	17,000.00
120318	99-9202	AT&T	DEDICATED PHONE-SKIATOOK	1/2018	918246254 12/15/17	50.15
120494A	99-9397	ELECTRONIC TRANSACTION SYST	CREDIT CARD FEES	1/2018	NOV 2017 120494A	1,810.61
120446	99-9996	ALLIANCE MAINTENANCE, INC.	JAN SRVCS-CITY HALL/ANNEX	1/2018	99659	947.50
FUND TOTAL:						433,706.34

FUND: 29 - STORMWATER MANAGEMENT

SUMMARY REPORT

121939	99-103	ONG	NOV 2017 GAS CHARGES	1/2018	NOV 2017 121939	321.48
121935	99-28	OG&E	DEC 2017 ELEC CHARGES	1/2018	12/22/17 121935	65.11
121160	99-8434	FLEETCOR TECHNOLOGIES d/b/a	NOV 2017 CNG	1/2018	NP52034136	174.75
121163	99-8434	FLEETCOR TECHNOLOGIES d/b/a	DECEMBER CNG	1/2018	NP52241072	137.84
121424	99-8493	MESHEK & ASSOCIATES, P.L.C.	WEB BASED GIS DATA VIEWER	1/2018	5150	1,137.50
FUND TOTAL:						1,836.68

FUND: 30 - STREET & ALLEY

SUMMARY REPORT

121939	99-103	ONG	NOV 2017 GAS CHARGES	1/2018	NOV 2017 121939	243.40
120453	99-1992	JOHN DEERE FINANCIAL ACCT#5	MISC HAND TOOLS	1/2018	E18155/2 10/30/17	85.93
121935	99-28	OG&E	DEC 2017 ELEC CHARGES	1/2018	12/22/17 121935	251.16
120460	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR TRUCKS	1/2018	153-480277	95.93
122033	99-3707	O'REILLY AUTOMOTIVE INC	OIL FILTER/OIL	1/2018	153-477628	30.86
122034	99-3707	O'REILLY AUTOMOTIVE INC	FUEL/AIR FILTER	1/2018	153-477785	290.87
122035	99-3707	O'REILLY AUTOMOTIVE INC	BATTERY FOR MACHINE	1/2018	153-477786	104.96
122041	99-3707	O'REILLY AUTOMOTIVE INC	BRAKE CHAMBER	1/2018	153-481121	61.75
122049	99-9572	YELLOWHOUSE MACHINERY CO	OFWORK LIGHTS FOR LOADER	1/2018	299018	148.30
FUND TOTAL:						1,313.16

FUND: 31 - CEMETERY MAINTENANCE

SUMMARY REPORT

121939	99-103	ONG	NOV 2017 GAS CHARGES	1/2018	NOV 2017 121939	211.56
121539	99-1992	JOHN DEERE FINANCIAL ACCT#5	MISC PARTS FOR EQUIPMENT	1/2018	E41956/2 12/13/17	22.87
121935	99-28	OG&E	DEC 2017 ELEC CHARGES	1/2018	12/22/17 121935	271.73
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	1/2018	8241445760	7.08
121160	99-8434	FLEETCOR TECHNOLOGIES d/b/a	NOV 2017 CNG	1/2018	NP52034136	34.83
FUND TOTAL:						548.07

FUND: 32 - HUNTING & FISHING

SUMMARY REPORT

120583	99-10516	HINSCH MARY	LAKE CARETAKER	1/2018	JAN 2018 120583	750.00
120710	99-10516	HINSCH MARY	COMMISSION SALES	1/2018	121878	305.50
121935	99-28	OG&E	DEC 2017 ELEC CHARGES	1/2018	12/22/17 121935	1,085.92
120720	99-4269	CREEK COUNTY RURAL WTR #3	WATER BILL @SAHOMA LAKE	1/2018	24027 11-12/19/17	63.00
120567	99-5482	CRYSTAL LAKE FISHERIES, INC	STOCK RAINBOW TROUT	1/2018	16898	1,125.00

FUND: 32 - HUNTING & FISHING

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
FUND TOTAL:						3,329.42
FUND: 33 - GOLF COURSE						SUMMARY REPORT
121939	99-103	ONG	NOV 2017 GAS CHARGES	1/2018	NOV 2017 121939	315.65
120511	99-10302	LAMPTON WELDING SUPPLY CO,	REFILL CO2 TANKS	1/2018	872310	71.10
121851	99-1992	JOHN DEERE FINANCIAL ACCT#5	HAND LOPPERS	1/2018	E35272/2 12/1/17	180.10
121935	99-28	OG&E	DEC 2017 ELEC CHARGES	1/2018	12/22/17 121935	671.82
121760	99-5267	TITLEIST	WINTER GOLF ORDER	1/2018	904997683	2,324.39
121763	99-5267	TITLEIST	SHOES FOR PRO SHOP	1/2018	905093301	1,556.16
121767	99-5267	TITLEIST	JACKETS/HOODIES-HIGHSCHOO	1/2018	905134294	2,302.13
121770	99-5267	TITLEIST	GOLF CLUBS	1/2018	905198667	585.40
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	1/2018	8241445765	7.97
121160	99-8434	FLEETCOR TECHNOLOGIES d/b/a	NOV 2017 CNG	1/2018	NP52034136	9.55
121762	99-8442	SYSCO FOODS SERVICES OF OKL	FOOD FOR CONCESSION	1/2018	126244724	586.52
120523	99-9173	ALL MAINTENANCE SUPPLY, INC	TP, PAPER TOWELS, ETC.	1/2018	64332-01	104.50
121855	99-9334	T & T POWERSPORTS, LLC	CHAINS/BARS FOR CHAINSAWS	1/2018	91600	300.00
FUND TOTAL:						9,015.29
FUND: 34 - LIBRARY						SUMMARY REPORT
121939	99-103	ONG	NOV 2017 GAS CHARGES	1/2018	NOV 2017 121939	295.70
121935	99-28	OG&E	DEC 2017 ELEC CHARGES	1/2018	12/22/17 121935	1,323.88
120105	99-7963	TAMMY YVONNE TALLEY	JANITORIAL SRVCS-LIB ANNE	1/2018	JAN 2018 120105	345.00
120106	99-7963	TAMMY YVONNE TALLEY	JANITORIAL SRVCS-LIBRARY	1/2018	JAN 2018 120106	950.00
121710	99-8259	AIRCO SERVICE, INC.	REPAIR ISSUES-BOILER ROOM	1/2018	2409786	2,818.55
FUND TOTAL:						5,733.13
FUND: 35 - PARKS & RECREATION						SUMMARY REPORT
121939	99-103	ONG	NOV 2017 GAS CHARGES	1/2018	NOV 2017 121939	716.25
121917	99-1992	JOHN DEERE FINANCIAL ACCT#5	BATTERY FOR ALARM SYSTEM	1/2018	N03999/2 12/5/17	16.99
121935	99-28	OG&E	DEC 2017 ELEC CHARGES	1/2018	12/22/17 121935	3,174.41
121104	99-4700	COX COMMUNICATIONS	CABLE-SENIOR & REC CENTER	1/2018	028122401 12/27/17	38.47
120772	99-5348	PLANNING DESIGN GROUP	CONCEPT/COST EST-KELLYLAN	1/2018	4365	2,000.00
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	1/2018	8241445764	5.76
121499	99-8007	ADVANCED INDUSTRIAL SOLUTIO	MISC JANITORIAL SUPPLIES	1/2018	233879	24.70
121924	99-8007	ADVANCED INDUSTRIAL SOLUTIO	JANITORIAL SUPPLIES	1/2018	233972	46.00
121160	99-8434	FLEETCOR TECHNOLOGIES d/b/a	NOV 2017 CNG	1/2018	NP52034136	113.32
121163	99-8434	FLEETCOR TECHNOLOGIES d/b/a	DECEMBE CNG	1/2018	NP52241072	44.22
121916	99-8474	MALONE FLOOR CORPORATION	REFINISH GYM FLOOR	1/2018	1/5/18 121916	1,050.00
120562	99-8545	TITAN COMMERCIAL SERVICES,	JANITORIAL SERVICES-PARKS	1/2018	JAN 2018 120562	600.00
120556	99-9288	ADVANCE ALARMS, INC	MONITORYING-SENIOR CENTER	1/2018	1580572	25.00
120558	99-9288	ADVANCE ALARMS, INC	ALARM/MONITORING SERVICE	1/2018	1581301	25.00
120552	99-9595	CAMPBELL WENDY	DATA ENTRY-TRACKING PROGR	1/2018	11/29-12/13/17	690.00
120560	99-9996	ALLIANCE MAINTENANCE, INC.	JANITORIAL SRVCS-BTW CENT	1/2018	100062	875.00
120561	99-9996	ALLIANCE MAINTENANCE, INC.	JANITORIAL SRVCS-SENIOR	1/2018	100061	695.00
FUND TOTAL:						10,140.12

## FUND: 36 - SWIMMING POOL

## SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
121939	99-103	ONG	NOV 2017 GAS CHARGES	1/2018	NOV 2017 121939	21.65
121935	99-28	OG&E	DEC 2017 ELEC CHARGES	1/2018	12/22/17 121935	251.16
120557	99-9288	ADVANCE ALARMS, INC	ALARM/MONITORING SERVICE	1/2018	1580242	25.00
FUND TOTAL:						297.81

## FUND: 44 - MAJOR THOROFARE

## SUMMARY REPORT

121935	99-28	OG&E	DEC 2017 ELEC CHARGES	1/2018	12/22/17 121935	1,594.83
120316	99-3633	PUBLIC SERVICE COMPANY OF	OEXPRESSWAY LIGHTS-ELEC	1/2018	959906721 12/27/17	754.84
121934	99-7494	LAMPROE CONSTRUCTION, INC	REPAIR FENCE	1/2018	9353	2,000.00
FUND TOTAL:						4,349.67

## FUND: 45 - CAPITAL IMPROVEMENTS

## SUMMARY REPORT

121422	99-10595	RICHARD L BLANKE	INSTALL WATER LINE	1/2018	#2 12/29/17 121422	16,409.83
FUND TOTAL:						16,409.83

## FUND: 46 - WATER &amp; SEWER SALES TAX

## SUMMARY REPORT

121786	99-10065	KUBOTA OF NORTHWEST ARKANSAS	INSTALL ENGINE HEATER	1/2018	W03089	356.78
119768	99-10094	JUAN LOZANO	OIL CHANGES	1/2018	31731	187.67
121939	99-103	ONG	NOV 2017 GAS CHARGES	1/2018	NOV 2017 121939	226.00
121689	99-10560	CORE & MAIN LP	MISC SUPPLIES	1/2018	I235360	880.40
121785	99-10560	CORE & MAIN LP	2" CLAMPS FOR REPAIRS	1/2018	I285405	137.00
121697	99-141	LOCKE SUPPLY CO.	4' LIGHT BULBS	1/2018	33268735-00	102.67
121686	99-1992	JOHN DEERE FINANCIAL ACCT#5	BOLTS/LEAD ROPE	1/2018	E38397/2 12/7/17	24.12
121690	99-1992	JOHN DEERE FINANCIAL ACCT#5	BIB OVERALLS	1/2018	E45217/2 12/18/17	259.98
121935	99-28	OG&E	DEC 2017 ELEC CHARGES	1/2018	12/22/17 121935	427.24
121694	99-3707	O'REILLY AUTOMOTIVE INC	VAC/DUMP TRUCK PARTS	1/2018	153-480955	399.27
122039	99-3707	O'REILLY AUTOMOTIVE INC	BATTERIES FOR EQUIPMENT	1/2018	153-480947	209.92
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	1/2018	8241445766	5.32
121160	99-8434	FLEETCOR TECHNOLOGIES d/b/a	NOV 2017 CNG	1/2018	NP52034136	176.87
121163	99-8434	FLEETCOR TECHNOLOGIES d/b/a	DECEMBER CNG	1/2018	NP52241072	180.24
121696	99-9398	THE UPS STORE #3965	SHIP 6" CAMERA	1/2018	2432 1/3/18	191.30
121784	99-9501	C & C CONSTRUCTION LLC	REPLACE CURB/GUTTER	1/2018	26	900.00
121695	99-9572	YELLOWHOUSE MACHINERY CO	OIL FILTER CAP-JD BACKOE	1/2018	297694	29.05
FUND TOTAL:						4,693.83

## FUND: 48 - WATER RESOURCE

## SUMMARY REPORT

121689	99-10560	CORE & MAIN LP	MISC SUPPLIES	1/2018	I235360	778.60
FUND TOTAL:						778.60

## FUND: 59 - HOTEL/MOTEL TAX FUND

## SUMMARY REPORT

120701	99-10253	SAPULPA HOSPITALITY, LLC	REIMBURSE 50% TAX-AGRMNT	1/2018	OCT-DEC 2017	5,691.71
120702	99-6671	SAPULPA AREA CHAMBER OF COM	HOTEL/MOTEL TAX-QRTLY PYM	1/2018	OCT-DEC 2017	10,957.62
FUND TOTAL:						16,649.33

FUND: 63 - SERIES 2014 STR CAP IMPR

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
121417	99-10498	GARROW CONSTRUCTION LLC	SEWER LINE-N HICKORY ST	1/2018	#2 1/9/18 121417	22,582.50
110191R	99-8493	MESHEK & ASSOCIATES, P.L.C.	N COBB IMPROVEMENTS	1/2018	5154	8,700.00
FUND TOTAL:						31,282.50
FUND: 65 - STREET IMP.SALES TAX						SUMMARY REPORT
120323	99-7994	BANCFIRST	SMA CAP IMPR REV BOND 14	1/2018	SERIES2014 1/3/18	52,818.96
113787R	99-9629	GUY ENGINEERING SERVICES,	ISAHOME LAKE BRIDGE DESIGN	1/2018	840-19	590.15
119149R	99-9629	GUY ENGINEERING SERVICES,	IENGINEERING SERVICES	1/2018	840C-3	384.22
FUND TOTAL:						53,793.33
FUND: 83 - G.O.BOND CONSTR FUND						SUMMARY REPORT
120741	99-10614	HARN, L EUGENE	EASEMENT-BASIN 2&4	1/2018	11/13/17 120741	500.00
120740	99-10615	SPILLER, NAOMI	EASEMENT BASIN 2&4	1/2018	11/13/17 120740	500.00
120739	99-10616	SELF, MARTIN	EASEMENT BASIN 2&4	1/2018	11/13/17 120739	500.00
114688R	99-5348	PLANNING DESIGN GROUP	SPORTS COMPLEX	1/2018	4364	1,950.00
FUND TOTAL:						3,450.00
GRAND TOTAL:						659,166.30

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
1/2018	10	501-301	TRAINING & TRAVEL	84.56	
1/2018	10	501-302	DUES AND SUBSCRIPTIONS	5,899.75	
1/2018	10	501-311	PROFESSIONAL SERVICES	2,500.00	
1/2018	10	501-320	ELECTION EXPENSE	2,395.88	
1/2018	10	502-201	OFFICE SUPPLIES	23.83	
1/2018	10	502-301	TRAINING AND TRAVEL	285.00	
1/2018	10	503-201	OFFICE SUPPLIES	94.17	
1/2018	10	504-301	TRAINING AND TRAVEL	385.40	
1/2018	10	504-302	DUES AND SUBSCRIPTIONS	69.75	
1/2018	10	504-323	SURVEY/TITLE RESEARCH	250.00	
1/2018	10	504-407	BOOKS	533.26	
1/2018	10	506-301E	EMPLOYEE TRAINING/RECOGNITION	239.68	
1/2018	10	508-214	OPERATIONAL SUPPLIES	83.96	
1/2018	10	508-315	FEES & OTHER CHARGES	25.00	
1/2018	10	508-331	UTILITIES	390.26	
1/2018	10	509-201	OFFICE SUPPLIES	59.98	
1/2018	10	510-201	OFFICE SUPPLIES	24.88	
1/2018	10	510-311	PROFESSIONAL SERVICES	3,235.70	
1/2018	10	510-315	FEES & OTHER CHARGES	174.93	
1/2018	10	511-211	JANITORIAL SUPPLIES	297.68	
1/2018	10	511-214E	EMS SUPPLIES	123.80	
1/2018	10	511-221	FUEL AND OIL	131.19	
1/2018	10	511-260	MINOR EQUIPMENT & FURNISHINGS	93.84	
1/2018	10	511-301	TRAINING AND TRAVEL	547.52	
1/2018	10	511-312	ADVERTISING	1,222.00	
1/2018	10	511-314	UNIFORMS	79.14	
1/2018	10	511-331	UTILITIES	3,248.80	
1/2018	10	511-332	COMMUNICATIONS	400.10	
1/2018	10	511-341	RENTAL OF EQUIPMENT	150.00	
1/2018	10	511-352	MAINTENANCE-VEHICLES	4,286.34	
1/2018	10	511-353	MAINT-BUILDINGS & FIXTURE	329.90	
1/2018	10	511-505	LEASE PAYMENTS	150.00	
1/2018	10	512-141	CONTRACT LABOR	1,595.00	
1/2018	10	512-214	OPERATIONAL SUPPLIES	1,348.43	
1/2018	10	512-221	FUEL AND OIL	49.10	
1/2018	10	512-301	TRAINING AND TRAVEL	2,076.00	
1/2018	10	512-321	PRISONER CARE	892.06	
1/2018	10	512-331	UTILITIES	2,558.63	
1/2018	10	512-351	MAINTENANCE-EQUIPMENT	1,409.95	
1/2018	10	512-352	MAINTENANCE-VEHICLES	424.42	
1/2018	10	512-353	MAINTENANCE-BUILDINGS	4,700.00	
1/2018	10	513-331	UTILITIES	511.34	
1/2018	10	514-331	UTILITIES	338.26	
1/2018	10	514-351	MAINTENANCE-EQUIPMENT	588.00	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
1/2018	10	517-301	TRAINING & TRAVEL	24.00	
1/2018	10	517-332	COMMUNICATION	40.01	
1/2018	10	518-221	FUEL & OIL	28.84	
1/2018	10	518-311	PROFESSIONAL SERVICES	100.00	
1/2018	10	590-141	CONTRACT LABOR	2,916.62	
1/2018	10	590-201	OFFICE SUPPLIES	44.98	
1/2018	10	590-312	ADVERTISING	230.20	
1/2018	10	590-315	FEES & OTHER CHARGES	134.73	
1/2018	10	590-331	UTILITIES	717.57	
1/2018	10	590-332	COMMUNICATIONS	10,704.01	
1/2018	10	590-353	MAINT-BUILDING & FIXTURES	139.74	
1/2018	10	590-362	INSURANCE EXPENSE	124.00	
1/2018	10	590-505	LEASE PAYMENTS	2,327.00	61,839.19
1/2018	20	523-311	PROFESSIONAL SERVICES	1,804.27	
1/2018	20	523-314	UNIFORM CLEANING	11.01	
1/2018	20	523-315	OTHER FEES & CHARGES	1,810.61	
1/2018	20	523-352	MAINTENANCE-VEHICLES	30.75	
1/2018	20	524-212	CHEMICALS	8,840.97	
1/2018	20	524-221	FUEL & OIL	206.48	
1/2018	20	524-301	TRAINING AND TRAVEL	8.54	
1/2018	20	524-311	PROFESSIONAL SERVICES	8,983.20	
1/2018	20	524-314	UNIFORM CLEANING	14.91	
1/2018	20	524-315B	FEES & OTHR CHGS-SKIATOOK	9,691.19	
1/2018	20	524-322	WATER PURCHASE	235.11	
1/2018	20	524-331	UTILITIES	16,276.64	
1/2018	20	524-341	RENTAL OF EQUIPMENT	24.60	
1/2018	20	524-345	DISPOSAL OF SLUDGE	17,000.00	
1/2018	20	524-354	MAINTENANCE-FACILITIES	583.35	
1/2018	20	525-214-.01	OPERATING SUPPLIES-LAB	69.65	
1/2018	20	525-221	FUEL & OIL	133.02	
1/2018	20	525-311D	PROF SERVICES-TESTING	412.50	
1/2018	20	525-314	UNIFORM CLEANING	16.70	
1/2018	20	525-331	UTILITIES	18,774.06	
1/2018	20	525-341	RENTAL OF EQUIPMENT	15.30	
1/2018	20	525-345	DISPOSAL OF SLUDGE	1,393.61	
1/2018	20	525-351	MAINTENANCE-EQUIPMENT	49.69	
1/2018	20	590-141	CONTRACT LABOR	2,916.63	
1/2018	20	590-201	OFFICE SUPPLIES	44.99	
1/2018	20	590-331	UTILITIES	717.57	
1/2018	20	590-353	BUILDING MAINTENANCE	139.74	
1/2018	20	590-501F	BOND EXP - SERIES 2012	136,595.84	
1/2018	20	590-501G	REVENUE BOND EXP - SERIES 2013	205,801.24	
1/2018	20	590-502	REVENUE BOND TRUSTEE FEES	1,104.17	433,706.34
1/2018	29	529-221	FUEL & OIL	312.59	



## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
1/2018	29	529-311	PROFESSIONAL SVCS-ENGINEERING	1,137.50	
1/2018	29	529-331	UTILITIES	386.59	1,836.68
1/2018	30	530-231	MINOR TOOLS	85.93	
1/2018	30	530-331	UTILITIES	494.56	
1/2018	30	530-351	MAINTENANCE-EQUIPMENT	701.81	
1/2018	30	530-352	MAINTENANCE-VEHICLES	30.86	1,313.16
1/2018	31	531-221	FUEL & OIL	34.83	
1/2018	31	531-314	UNIFORM CLEANING	7.08	
1/2018	31	531-331	UTILITIES	483.29	
1/2018	31	531-351	MAINTENANCE-EQUIPMENT	22.87	548.07
1/2018	32	532-141	CONTRACT LABOR	750.00	
1/2018	32	532-142	PERMIT SALES COMMISSION	305.50	
1/2018	32	532-331	UTILITIES	1,148.92	
1/2018	32	532-405A	FISH STOCKINGS	1,125.00	3,329.42
1/2018	33	533-213	CONCESSION SUPPLY	762.12	
1/2018	33	533-215	PRO SHOP SUPPLIES	6,768.08	
1/2018	33	533-221	FUEL & OIL	9.55	
1/2018	33	533-314	UNIFORM CLEANING	7.97	
1/2018	33	533-331	UTILITIES	987.47	
1/2018	33	533-351	MAINTENANCE-EQUIPMENT	180.10	
1/2018	33	533-354	MAINTENANCE-FACILITIES	300.00	9,015.29
1/2018	34	534-141	CONTRACT LABOR	1,295.00	
1/2018	34	534-331	UTILITIES	1,619.58	
1/2018	34	534-353	MAINT/BUILDINGS	2,818.55	5,733.13
1/2018	35	535-141	CONTRACT LABOR	2,910.00	
1/2018	35	535-211	JANITORIAL SUPPLIES	70.70	
1/2018	35	535-221	FUEL AND OIL	157.54	
1/2018	35	535-311	PROFESSIONAL SERVICES	2,000.00	
1/2018	35	535-314	UNIFORM CLEANING	5.76	
1/2018	35	535-331	UTILITIES	3,890.66	
1/2018	35	535-332	COMMUNICATIONS	38.47	
1/2018	35	535-353	MAINT-BUILDINGS/FIXTURES	1,066.99	10,140.12
1/2018	36	536-141	CONTRACT LABOR	25.00	
1/2018	36	536-331	UTILITIES	272.81	297.81
1/2018	44	544-331	UTILITIES	2,349.67	
1/2018	44	544-354	MAINTENANCE-FACILITIES	2,000.00	4,349.67
1/2018	45	546-405B	FACILITIES - CONTRACT	16,409.83	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
					16,409.83
1/2018	46	1699	INVENTORY PURCHASED	880.40	
1/2018	46	546-214	OPERATIONAL SUPPLIES	7.49	
1/2018	46	546-221	FUEL AND OIL	357.11	
1/2018	46	546-241	SAFETY SUPPLIES	259.98	
1/2018	46	546-314	UNIFORM CLEANING	5.32	
1/2018	46	546-331	UTILITIES	653.24	
1/2018	46	546-351	MAINTENANCE-EQUIPMENT	430.27	
1/2018	46	546-352	MAINTENANCE-VEHICLES	960.35	
1/2018	46	546-353	MAINTENANCE-BUILDINGS	102.67	
1/2018	46	546-354	MAINTENANCE-FACILITIES	1,037.00	4,693.83
1/2018	48	1699	INVENTORY PURCHASED	778.60	778.60
1/2018	59	501-311	PROFESSIONAL SERVICES	10,957.62	
1/2018	59	590-319	ECONOMIC DEVELOPMENT INCENTIVE	5,691.71	16,649.33
1/2018	63	564-311B	PROF SVCS - END (CA & INSP)	8,700.00	
1/2018	63	565-405B	FACILITIES-CONTRACT	22,582.50	31,282.50
1/2018	65	565-311A	PROF SERVICES - ENGINEERING	590.15	
1/2018	65	565-405B	FACILITIES-CONTRACT	384.22	
1/2018	65	565-501	BOND EXP -SERIES 2004/2014	52,485.62	
1/2018	65	565-502	REVENUE BOND TRUSTEE FEES	333.34	53,793.33
1/2018	83	571-405C	FACILITIES-RIGHT OF WAY ACQ	1,500.00	
1/2018	83	578-311A	PROF SVCS-ENG (DESIGN, BID)	1,950.00	3,450.00
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		659,166.30
			REPORT TOTAL:		659,166.30



**AGENDA ITEM**

**Administration 11.A.**

**City Council Regular**

**Meeting Date:** January 16, 2018

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

**Department:** Legal

**Presented By:** David Widdoes

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**SUBJECT:**

Discussion and possible action regarding approval of an Amendment of Utility Easement for the property located at 1907 South Stephanie Street, Sapulpa, Oklahoma.

**BACKGROUND:**

The City has received a request from Freedom Homes Oklahoma, LLC, the owner of the property commonly known as 1907 South Stephanie Street, Sapulpa, Oklahoma. During a pre-sale due diligence survey, it was discovered that the residential dwelling on the lot encroaches slightly into the platted utility easement established by plat. This encroachment does not affect any utilities to the home or any other lots in addition known as The Lakes at Jefferson Heights, Phase I. The proposed Amendment of Utility Easement reduces the platted utility easement on the north side of the property from 17.5 feet to 15 feet and is specifically allowed by the plat per Section V (c) of the Deed of Dedication and Restrictive Covenants of The Lakes at Jefferson heights, Phase I.

**RECOMENDATION:**

Staff recommends Council approve this Amendment of Utility Easement and authorize the Mayor to execute same.

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**Attachments**

Freedom Homes Signed Amendment

Mortgage Inspection Report

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AMENDMENT OF UTILITY EASEMENT

Freedom Homes Oklahoma, LLC is the owner of the following described property, to-wit:

Lot 13, Block 7, The Lakes at Jefferson Heights, Phase I,  
To the City of Sapulpa, Creek County, State of Oklahoma

Freedom Homes Oklahoma, LLC has completed construction of a home on the above described property. A small part of the home extends into the 17.5 foot utility easement on the north side of the lot. Construction of the home is complete and all utilities have been installed. The encroachment does not affect any of the utilities to the home or any other lots in The Lakes at Jefferson Heights, Phase I.

As allowed and provided by Section V ( c ) of the Deed of Dedication and Restrictive Covenants of The Lakes at Jefferson Heights, Phase I, Freedom Homes Oklahoma, LLC does hereby amend the platted utility easement on the north side of the above described property to reduce the size of the utility easement from the existing platted area of 17.5 feet to 15 feet. All other provisions of the Plat, Deed of Dedication and Restrictive Covenants shall remain the same and in full force and effect.

Executed this 12 day of Jan, 2018.

Freedom Homes Oklahoma, LLC

By: [Signature]  
Manager

As provided and required by Section V ( c ) of the Deed of Dedication and Restrictive Covenants of The Lakes at Jefferson Heights, Phase I, Freedom Homes Oklahoma, LLC, this Amendment has been reviewed and approved by the City of Sapulpa.

City of Sapulpa

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

STATE OF OKLAHOMA, )  
 )ss.  
COUNTY OF CREEK. )

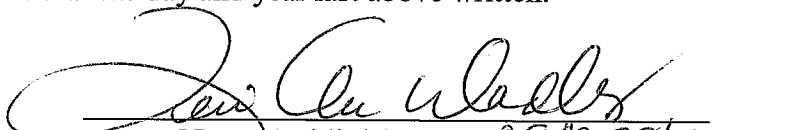
ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State, on this 12 day of Jan 2018, personally appeared David Nelson, Manager of Freedom Homes Oklahoma, LLC, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:

7-16-21  
(SEAL)

  
Notary Public/Comm # 09005862

STATE OF OKLAHOMA, )  
 )ss.  
COUNTY OF CREEK. )

ACKNOWLEDGMENT

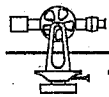
Before me, a Notary Public in and for said County and State, on this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of the City of Sapulpa, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
Notary Public/Comm # \_\_\_\_\_



WHITE SURVEYING COMPANY

9936 EAST 55TH PLACE TULSA, OKLAHOMA 74146 • (918) 663-8924

LEGEND

- X- FENCE
- U/E UTILITY EASEMENT
- D/E DRAINAGE EASEMENT
- M/P METERING POINT
- B/E BURIED ELECTRIC & TELEPHONE CABLE EASEMENT (APPROXIMATE LOCATION)
- B.L. BUILDING LINE
- O.B.L. OUTBUILDING LINE

# MORTGAGE INSPECTION REPORT



1"=30'

INVOICE NO.: FUB 17-89302  
MORTGAGOR: FREEDOM HOMES OKLAHOMA, LLC

CLIENT: FIRST UNITED BANK & TRUST COMPANY

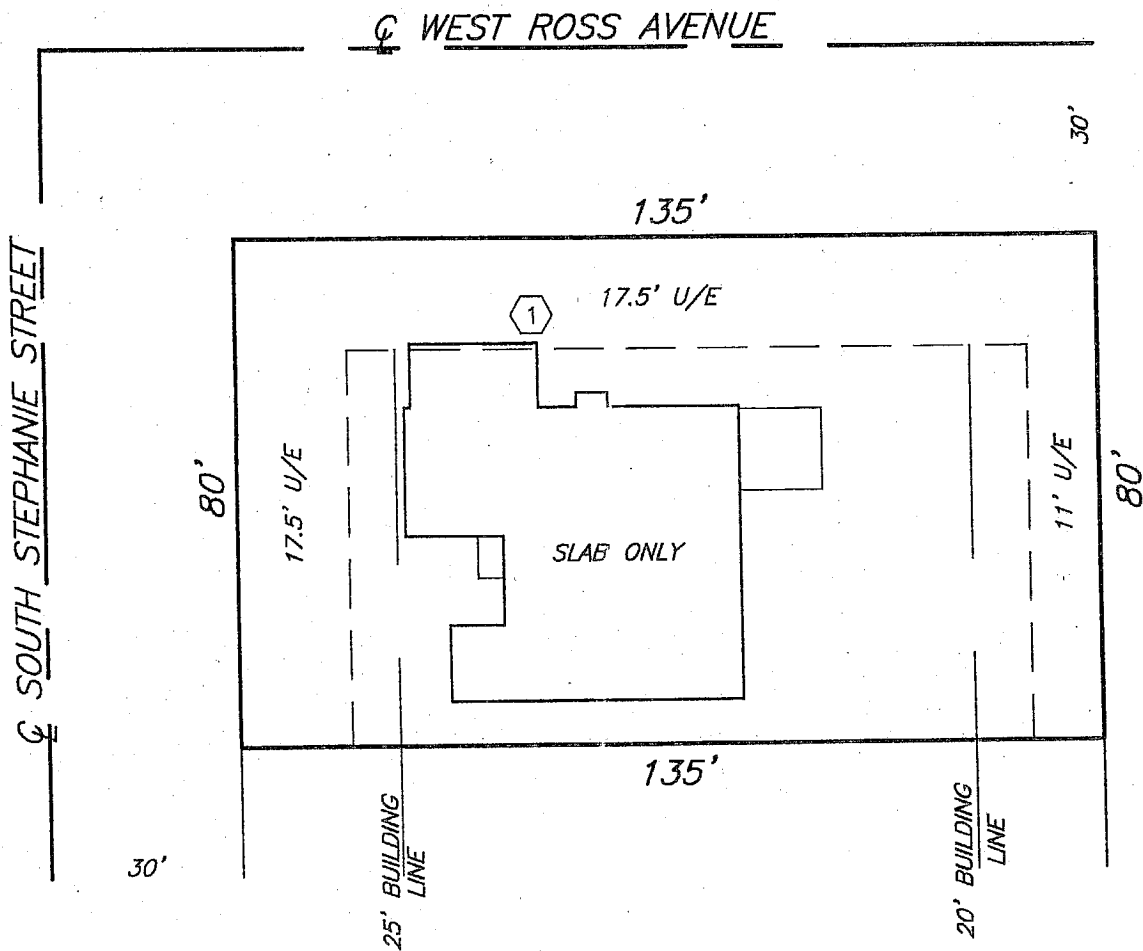


BEFORE YOU DIG, CALL OKIE 1-800-522-6543

THIS PROPERTY LIES IN ZONE "X-UNSHADED" FLOOD HAZARD AREA PER F.I.R.M. MAP NUMBER 40037C0285D, AS LAST REVISED 05/18/09.

LEGEND:

① - SLAB IS INTO U/E AS SHOWN.



PLAT NO. N/A

LEGAL DESCRIPTION AS PROVIDED:

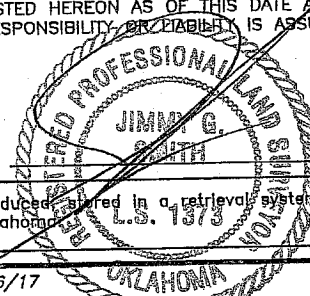
LOT THIRTEEN (13), BLOCK SEVEN (7), THE LAKES AT JEFFERSON HEIGHTS PHASE I, AN ADDITION TO THE CITY OF SAPULPA, CREEK COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AND KNOWN AS 1907 SOUTH STEPHANIE STREET.

SURVEYOR'S STATEMENT

WHITE SURVEYING COMPANY, AN OKLAHOMA CORPORATION, AND THE UNDERSIGNED LICENSED PROFESSIONAL LAND SURVEYOR, UNDER CERTIFICATE OF AUTHORIZATION #CA1098 (RENEWAL DATE: JUNE 30, 2017), DO HEREBY STATE THAT IN OUR PROFESSIONAL OPINION THE ABOVE INSPECTION PLAT SHOWS THE DWELLING AS LOCATED ON THE PREMISES DESCRIBED, THAT IT IS ENTIRELY WITHIN THE DESCRIBED TRACT BOUNDARIES, AND THERE ARE NO ENCROACHMENTS THEREON BY VISIBLE PERMANENT IMPROVEMENTS, EXCEPT AS INDICATED; THAT THE ABOVE INSPECTION PLAT SHOWS ALL RECORDED PLAT EASEMENTS AND OTHER SUCH EASEMENTS WHICH HAVE BEEN DISCLOSED BY A CURRENT TITLE OPINION OR BY COMMITMENT FOR TITLE INSURANCE AND COPIES THEREOF PROVIDED TO US; THAT THIS INSPECTION PLAT WAS PREPARED FOR IDENTIFICATION PURPOSES ONLY FOR THE MORTGAGEE AND IS NOT A LAND OR BOUNDARY LINE SURVEY; THAT NO PROPERTY CORNERS WERE SET AND IS NOT TO BE USED OR RELIED UPON FOR THE ESTABLISHMENT OF FENCE, BUILDING OR OTHER IMPROVEMENTS; THAT UNDERGROUND OR ABOVE GROUND UTILITIES WERE NOT FIELD LOCATED AND THEREFORE ARE NOT SHOWN ON THIS INSPECTION PLAT UNLESS SPECIFICALLY REQUESTED BY THE CLIENT; THAT THIS INSPECTION PLAT IS PREPARED SOLELY FOR THE CLIENT LISTED HEREON AS OF THIS DATE AND MAY NOT BE USED FOR ANY SUBSEQUENT LOAN CLOSING, REFINANCE, OR OTHER TRANSACTION; AND THAT NO RESPONSIBILITY OR LIABILITY IS ASSUMED HEREIN OR HEREBY TO THE PRESENT OR FUTURE LAND OWNER OR OCCUPANT.

WITNESS MY HAND AND SEAL THIS DATE: 7/26/17

WARNING! If the seal on this document is not RED, it is an unauthorized copy which may have been altered or modified, and cannot be used for any purpose without the written permission of White Surveying Company.



Copyright 2015 by White Surveying Company. All Rights reserved. No part of this plat may be reproduced, stored in a retrieval system, or transmitted in any form without prior written permission of White Surveying Company, P.O. Box 471675, Tulsa, Oklahoma.



**AGENDA ITEM**

**Administration 11.B.**

**City Council Regular**

**Meeting Date:** January 16, 2018

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

**Department:** Legal

**Presented By:** David Widdoes

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**SUBJECT:**

Discussion and possible action regarding a Right of Way Encroachment Use Agreement and License with LSN Land Management, LLC, owner of the real property commonly known as 421 North 2nd Street, Sapulpa, Oklahoma.

**BACKGROUND:**

The Agreement recognizes an existing encroachment into the City right of way and permits the same so long as the owner remains solely responsible for any and all costs and expenses that may ever result from the City's need to maintain and/or repair the sewer line existing in said right of way.

**RECOMENDATION:**

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

---

**Attachments**

Encroachment Use Agreement and License

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**ENCROACHMENT  
USE AGREEMENT and LICENSE**

THIS ENCROACHMENT USE AGREEMENT AND LICENSE, is made this \_\_\_\_ day of January, 2018, by and between the City of Sapulpa, Oklahoma, a municipal corporation ("City"), and LSN Land Management, LLC ("Property Owner):

**WHEREAS**, Property Owner owns the real property particularly described as:

**Lots 1-12, Block 32, North Heights Addition to the City of Sapulpa, Creek County, State of Oklahoma, according to the recorded plat thereof**

("Subject Property"); and

**WHEREAS**, the plat of the North Heights Addition to the City of Sapulpa, Creek County, Oklahoma, reflects the existence of a dedicated alleyway lying between Lots 1-2 and Lots 9-12, Block 32, of the Subject Property (the "Alley"); and

**WHEREAS**, the City owns, operates, and maintains a sanitary sewer line in said Alley and a concrete pad and structure has been constructed that encroaches into the Alley and which extends over the City's sewer line existing in said Alley; and

**WHEREAS**, the Property Owner and the City have determined that this encroachment in the Alley should be allowed and permitted to continue only as provided for by the terms of this Agreement.

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

1. The City grants to Property Owner a non-exclusive revocable license to permit the Owner to use that portion of the Alley encroached upon by the existing concrete pad and structure (hereinafter referred to as "Permitted Area"). The effective date of this Encroachment Use Agreement and License shall be the date it is approved by the City Council of the City of Sapulpa, Oklahoma ("Effective Date") and shall be effective until the same is revoked by the City.

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

3. The Property Owner acknowledges the existence of a City sewer line under and the absolute right of the City to use, repair, replace, and/or maintain said sewer line. The Property Owner accepts and assumes all responsibility, liability, and risk of loss for any



damage that may ever hereafter occur as a result of the City's sewer line, and further agrees to release, indemnify, and hold the City harmless from any claim, loss, or damage relating to or resulting from the City's sewer line.

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

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

THE CITY OF SAPULPA, OKLAHOMA,

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
David R. Widdoes, City Attorney

PROPERTY OWNER

\_\_\_\_\_  
LSN Land Management, LLC

ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF CREEK )

Before me, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared Reg Green, the duly elected Mayor of the City of Sapulpa, Oklahoma, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as the free and voluntary act and deed of the municipal corporation for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF CREEK )

Before me, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, personally appeared Charles Draper, Registered Agent of LSN Land Management, LLC, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as the free and voluntary act and deed of the municipal corporation for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_



**AGENDA ITEM**

**Administration 11.C.**

**City Council Regular**

**Meeting Date:** January 16, 2018

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

**Department:** Legal

**Presented By:** David Widdoes, Rick Rumsey

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**SUBJECT:**

Discussion and possible action on approval of a General Warranty Deed with Dan and Barbara McCarthy for the property located at 620 North 2nd Street, Sapulpa, Oklahoma.

**BACKGROUND:**

On January 16, 2018, and per the contract approved by City Council on December 18, 2017, the transaction to acquire the property at 620 N. 2nd Street, Sapulpa, Oklahoma was closed. This deed from the sellers, Dan and Barbara McCarthy, follows from this closing and should be formally accepted by the City.

**RECOMENDATION:**

Staff recommends Council approve General Warranty Deed and authorization for Mayor to execute same.

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**Attachments**

McCarthy General Warranty Deed

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# GENERAL WARRANTY DEED

## KNOWN ALL PERSONS BY THESE PRESENTS:

THAT DAN R. McCARTHY and BARBARA S. McCARTHY, husband and wife (hereinafter "Grantor") in consideration of the sum of Ten Dollars (\$10.00), in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto the CITY OF SAPULPA, OKLAHOMA, a municipal corporation, ("Grantee"), the following described real property and premises situated in Creek County, State of Oklahoma, to-wit:

**LOTS 5, 6, 7, 8, 9, and 10, BLOCK 3, NORTH HEIGHTS ADDITION TO THE CITY OF SAPULPA, CREEK COUNTY, STATE OF OKLAHOMA, according to the recorded plat thereof,**

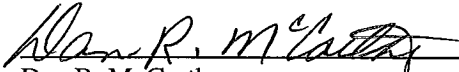
and

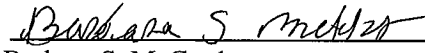
**LOTS 21 and 22, BLOCK 2, NORTH HEIGHTS ADDITION TO THE CITY OF SAPULPA, CREEK COUNTY, STATE OF OKLAHOMA, according to the recorded plat thereof,**

together with all and singular the hereditaments and appurtenances thereunto belonging.

**TO HAVE AND TO HOLD** the above described premises unto the said Grantee, party of the second part, and to it's heirs, assigns and successors forever. Said Grantor does hereby covenant, promise and agree to delivery of an absolute and indefeasible estate in fee simple (surface only) that is free, clear, and discharged of and from all former and other grants, titles, charges, judgments, taxes, assessments, and encumbrances, of whatsoever nature and kind, and will warrant and defend title to the same.

**IN WITNESS HEREOF**, the said GRANTOR has hereunto executed and delivered this deed as of the \_\_\_ day of January, 2018.

  
Dan R. McCarthy

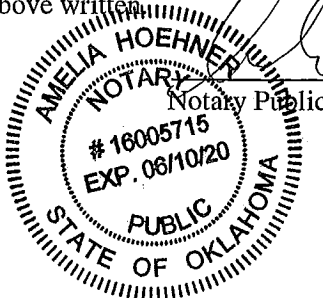
  
Barbara S. McCarthy

## ACKNOWLEDGMENT

State of Oklahoma     )  
  ) ss.  
County of Creek        )

On this 16<sup>th</sup> day of January 2018, before me personally appeared Dan R. McCarthy and Barbara S. McCarthy, husband and wife, to me known to be the identical persons described in and who subscribed their names as of the maker thereof to the foregoing as Grantor, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal of office the day and year last above written.

My commission number: 16005715  
My commission expires: 06/10/2020





**AGENDA ITEM**

**Administration 11.D.**

**City Council Regular**

**Meeting Date:** January 16, 2018

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

**Department:** Legal

**Presented By:** David Widdoes, Rick Rumsey

---

**SUBJECT:**

Discussion and possible action on approval of a Lease Agreement with Dan and Barbara McCarthy for the property located at 620 North 2nd Street, Sapulpa, Oklahoma.

**BACKGROUND:**

On December 18, 2017, the Sapulpa City Council approved a real estate sale contract with Dan and Barabra McCarthy to acquire their property commonly known as 620 N. 2nd Street, Sapulpa, as part of a continuing storm-water improvement project. The closing of that sale occurred earlier today with the deed also appearing on tonight's agenda for acceptance. As part of the consideration for the sale (and as specified in the approved sale contract) the parties agreed to allow the owners to remain in possession of the property for up to 90 days post-closing to provide adequate time to find and relocate to another home. The proposed lease agreement follows those conditions and specifically provides that all risk of loss remains on the occupants until possession of the structure is delivered to the City.

**RECOMENDATION:**

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

---

**Attachments**

McCarthy Lease Agreement

---

## **LEASE AGREEMENT**

In consideration of the covenants hereinafter set forth in this document (the "Lease" or "Lease Agreement"), City of Sapulpa, Oklahoma ("Landlord" or "the City") hereby leases to Dan R. McCarthy and Barbara S. McCarthy, husband and wife ("Tenant") and Tenant hereby leases from Landlord, the herein described premises upon the following terms and conditions:

### **SECTION I - BASIC LEASE PROVISIONS**

- A. **LEASED PREMISES:** The "Leased Premises" is the real property and structures specifically described as Lots 5-10, Block 3, North Heights Addition, City of Sapulpa, Creek County, Oklahoma, with a street address of 620 North 2<sup>nd</sup> Street, Sapulpa, Oklahoma, 74066 (the "Leased Premises").
- B. **LEASE TERM:** The term of this Lease shall be a period of one hundred five (105) days (the "Lease Term") commencing on the "Term Commencement Date", which shall be 17th day of January, 2018 and ending at 12:00 midnight on 30th day of April, 2018.
- C. **RENT:** The "Rent" shall consist of a total amount of Ten and no/100 Dollars (\$10.00) and is be due and payable in full 17th day of January, 2018.

### **SECTION II - GENERAL PROVISIONS**

- A. **RELATIONSHIP.** Nothing herein shall be construed as creating a relationship between the parties other than that of Landlord and Tenant.
- B. **WAIVERS.** Landlord's consent, approval or waiver of any act, breach, or Default by Tenant shall not be construed to render future consent to or approval of any subsequent similar act unnecessary, nor as a waiver of a subsequent breach or Default. No covenant, term, or condition shall be deemed waived by Landlord unless the waiver, in each instance, is in writing.
- C. **NOTICES.** All payments, reports, notices, documents, or other correspondence due to either Landlord or Tenant shall be made to the following applicable addresses: Landlord: c/o City Clerk, P.O. Box 1130, Sapulpa, OK 74067; Tenant: c/o Dan McCarthy at 620 North 2<sup>nd</sup> Street, Sapulpa, Oklahoma 74066. Landlord and/or Tenant shall have the right to change their Address from time to time by written notice to the other. All parties included within the term "Tenant" shall be bound by notices given hereunder to the same effect as if each had received such notice. Any notice required maybe delivered either by United States mail certified or registered, postage prepaid, return receipt requested or by hand, and shall be deemed received (1.) as postage five (5) days after deposit in the United States mail; or (2.) on the date of hand delivery.

### **SECTION III - PREPARATION OF LEASED PREMISES**

- A. **LANDLORD WORK.** Landlord shall not be obligated to furnish any work, remodeling, fixtures or equipment to make the Leased Premises ready for Tenant's use unless such items are specifically agreed to herein or in another writing agreed to and signed by Landlord.
- B. **ACCEPTANCE.** Tenant acknowledges that they have had an opportunity to independently inspect the Leased Premises, as well as all facilities serving the Leased Premises, and Tenant accepts the Leased Premises in their present condition having found them to be acceptable and suitable for Tenant's intended use.
- C. **TENANT'S WORK.** Should Tenant desire to do or have any work performed to alter the condition of the Leased Premises, it shall first obtain the written consent of Landlord, which consent shall not be unreasonably withheld, and provided further that Tenant shall have the right to remove fixtures upon surrender of the Premises per Section 4 below.

### **SECTION IV - USE OF LEASED PREMISES**

- A. **CARE OF PREMISES.** Tenant shall not engage in any activities which might injure the Property or the Leased Premises. At all times Tenant shall take good care of the Leased Premises and keep the same in a clean, orderly and sanitary condition.
- B. **PERMITTED USE.** The Leased Premises may be used and occupied by Tenant only for use as a single family residence.
- C. **TENANT OBLIGATIONS.** During the Lease Agreement term, as a condition to Tenant's continuing right to use and occupy the premises, Tenant agrees and promises:
- (1.) To use the premises for residential purposes only by Tenant and Tenant's immediate family;
  - (2.) Not to make or permit use of the premises for any unlawful purpose or any purpose that will injure the reputation of the premises or the building of which they are a part;
  - (3.) Not to use or keep in or about the premises anything which would adversely affect coverage of the premises, or the building of which they are a part, under a standard fire and extended insurance policy; and
  - (4.) Not to make noise or engage in activities which unreasonably disturb neighbors or other tenants in the building which the premises are located.

## **SECTION V- UTILITIES AND SERVICES**

Tenant shall be solely responsible for and agrees to promptly pay any and all charges for electricity, gas, water, storm water, sewer, refuse disposal, user fees, as well as any other assessments, fees, or similar charges, for the Leased Premises. Tenant shall be responsible for and agrees to promptly pay any and all charges for telephone and internet services. Landlord shall not be liable to the Tenant in damages or otherwise if any one or more of said services, whether or not furnished by Landlord, is interrupted or terminated.

## **SECTION VI - REPAIRS & REMOVAL OF FIXTURES**

A. **LANDLORD NOT RESPONSIBLE.** Landlord shall not be obligated to make any improvements or repairs of any kind on the Leased Premises during the Lease Term and Tenant assumes the responsibility for any and all repairs and improvements.

B. **REMOVAL OF FIXTURES BY TENANT.** Tenant shall keep and maintain the Leased Premises in a condition at least equal to that at the Rent Commencement Date, except that upon surrender of the Premises back to Landlord, Tenant shall have the right to remove any and all fixtures which are in any manner attached to the floors, walls, or ceilings of the Premises, including without limitation, any partitions, carpeting, exhaust fans, hanging cabinets, stairways, booths, sinks, railings, tile, vinyl, wiring, windows, screens, screen and storm doors and windows, attached floor covering, storm shutters and awnings, water heaters, boilers, bathtubs, sinks, water closets, water basins, pipes, faucets, or other plumbing fixtures, and all apparatus, equipment, fixtures, or articles used to supply heat, air-conditioning and/or water, lighting, power, and ventilation, and also including any fencing on the property.

## **SECTION VII- INDEMNITY, LIEN CLAIMS AND DAMAGE TO TENANT**

A. **INDEMNITY.** Tenant will indemnify Landlord and hold it harmless from any breach, default or negligence of Tenant in its performance of the terms and conditions hereof, and from all claims, actions, liability, expense, and damages arising from the maintenance, operation, or use of the Leased Premises by Tenant or its invitees, or from any condition existing on the Leased Premises which condition is the responsibility of Tenant. Likewise, Landlord will indemnify Tenant and save it harmless from any breach, default, or negligence of Landlord in its performance of the terms and conditions hereof, and from all claims, actions, liability, expense, and damages arising from the maintenance, operation or use of the Leased Premises by Landlord or its invitees, or from any condition existing on the Leased Premises which condition is the responsibility of Landlord.

B. **CLAIMS.** Tenant will not create or permit to be created or remain and will immediately discharge any lien, encumbrance, or other charge upon the Leased Premises, Tenant's leasehold estate, the Property or any part thereof; provided, that Tenant shall not be required to discharge any liens, encumbrances, or charges created by the Landlord.



C. TENANT'S DAMAGE. Landlord shall not be liable for any damage, loss disappearance, theft or injury to the business, property or leasehold improvements which may be sustained or suffered by Tenant or its invitees by reason of any: (1.) break, leak, or defect in the roof, walls, or foundation, or which may be occasioned by any air conditioning, heating, ventilation, plumbing, sewer, electrical wiring, gas, water, steam, or other pipes systems, appliances, and facilities whatsoever, whether or not caused by latent or patent defects in or about the Leased Premises or the Property; or (2.) action of the elements, acts of God or (3.) neglect, carelessness, or act of any other tenant or invitee of such other tenant. Tenant agrees to hold Landlord harmless from and hereby waives any claims arising out of loss, injury, damage, theft, or disappearance of Tenant's property, including sub-rogation claims by Tenant's insurance carrier.

### **SECTION VIII - INSURANCE AND DAMAGE**

A. TENANT'S INSURANCE. At all times as Tenant occupies the Leased Premises or any part thereof Tenant at its sole expense shall keep in force comprehensive tenant form insurance policy and renter's property damage insurance policy.

B. LANDLORD INSURANCE. Landlord shall carry insurance on the buildings in which are located on the Leased Premises in amounts and types of coverage as deemed sufficient in the Landlord's discretion, which will include, but be limited to, comprehensive general public liability and property damage; fire and other casualty coverage. Landlord's casualty insurance will NOT cover Tenant's leasehold improvements or any other property of Tenant, or any property of others for which Tenant is responsible.

C. DAMAGE. Should all or any portion of the Leased Premises be damaged or destroyed by fire or other casualty, Tenant shall immediately contact Landlord and also give Landlord prompt written notice thereof. Landlord shall have thirty (30) days from the casualty date to elect whether or not to repair and restore the damage, provided that Landlord shall act as quickly as reasonably possible in making said selection. If Landlord elects not to rebuild or restore the Leased Premises, Tenant shall pay all Rent and other amounts due as of the casualty date and this Lease will terminate. If Landlord elects to rebuild or restore, then this Lease shall not terminate, but the Rent shall abate pro-rata (according to the square footage of the Leased Premises which is unusable) from the casualty date until the unusable portions of the Leased Premises are re-delivered to Tenant.

### **SECTION IX - ASSIGNMENT OR SUBLEASING**

Tenant acknowledges that its agreement to use the Leased Premises for the use permitted was a primary inducement and precondition to Landlord's agreement to lease the Leased Premises to Tenant. Accordingly, Tenant shall not assign, sublet, enter into license agreement, share ownership, hypothecate, or otherwise transfer (collectively "Transfer") this Lease or the Tenant's interest in the Leased Premises, in whole or in part, without, in each instance, first procuring the written consent of Landlord, which consent may be denied in Landlord's sole discretion. The provisions of this Section shall be construed to apply to any events occurring by operation of law or legal process, including,

without limitation, receivership and bankruptcy. Likewise, Landlord shall not lease or allow the use of the non-Leased Premises portion of the facility without consultation with and consideration of desires of Tenant, considering the population served by Tenant.

### **SECTION X - RIGHT OF ACCESS**

Landlord or its agents shall have the right at any reasonable or prudent time to enter the Leased Premises to inspect, install, maintain and repair any facilities or structural elements leading through the Leased Premises which serve other parts of the Property; or to do anything required of it under the terms of this Lease, or to conduct repairs needed to the Property. However, Landlord will in all events possible give Tenant notice of Landlord's intention to enter the Leased Premises. Additionally, Landlord will notify Tenant within twenty-four (24) hours of any previously unnoticed entry into the Leased Premises, including names and titles of those employees and agents of Landlord who entered the Leased Premises. Landlord agrees that all regular and likely entrants into the Leased Premises for the purposes considered in this paragraph will read and sign confidentiality assurances regarding any persons or information they may view while within the Leased Premises.

### **SECTION XI - TAXES, FEES AND ASSESSMENTS**

Landlord shall pay all real property and ad valorem taxes levied against the land and improvements on the Property.

### **SECTION XII - EVENTS OF DEFAULT AND REMEDIES**

A. **EVENTS OF DEFAULT BY TENANT.** Any of the following shall constitute an event of default (a "Default") under this Lease:

(1.) If Tenant shall fail to make full payment when due of any Rent required to be paid by Tenant to Landlord under this Lease and if the non-payment of Rent shall continue for ten (10) days after such payment(s) are due (without the necessity for notice thereof); or

(2.) If Tenant shall fail to make full payment of any amount other than Rent pursuant to a notice or demand and such failure shall continue for ten (10) days after Tenant's receipt of notice or demand; or

(3.) If Tenant fails to observe or perform any other provision of this Lease and if said failure shall continue for more than ten (10) days after Landlord has given Tenant written notice specifying the Default. Except that if the nature of the Default is such that it cannot be cured by the payment of money and cannot with reasonable diligence be wholly cured within such period often (10) days, then if Tenant shall proceed immediately to cure the Default and thereafter proceeds with curing of the Default with all reasonable diligence, the time within which to cure the Default shall be extended for such period as may be necessary to complete the curing of the same with all reasonable diligence.

B. LANDLORD'S REMEDIES. Upon the occurrence of any Default by Tenant, Landlord shall have the option to pursue any one or more of the following remedies and Tenant waives all requirements of any prior notice or prior demand, including without limitation, notice of election to forfeit demand for payment or demand for possession, but excluding the notice of the filing of any action:

(1.) Enter and take possession of the Leased Premises without terminating this Lease relet the Premises from time to time (including for a period(s) beyond the Lease Term) on such terms and taking such steps as Landlord, in its sole discretion, deems advisable and receive rentals therefor.

(2.) At any time (notwithstanding any entry and possession without termination under (1) above) terminate this Lease, in which event Tenant shall, if still in possession, immediately surrender the Leased Premises to Landlord, and if Tenant fails to do so, Landlord may enter and take possession of the Leased Premises.

C. LANDLORD'S GENERAL REMEDY. Notwithstanding Landlord's entry and possession or termination under any other section, whether or not the Leased Premises or any part thereof shall have been relet, Landlord shall have the right to declare the unpaid balance of the Rent for the remaining Lease Term as due and payable at once and to enforce payment thereof.

### **SECTION XIII - MISCELLANEOUS PROVISIONS**

A. ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties. No agreement shall be effective to change or terminate this Lease unless written and signed by the party against whom enforcement is sought.

B. GOVERNING LAW. The laws of the State of Oklahoma shall govern the interpretation, validity, performance and enforcement of this Lease, and the venue for any disputes regarding Lease shall be Sapulpa, Oklahoma.

C. QUIET ENJOYMENT. Upon execution of this agreement and Tenant's payment of the Rent and any other sums due hereunder, as well as the observance and performance of all the terms, conditions, and covenants to be performed or observed by Tenant under this Lease, Tenant shall have the exclusive right to peaceably and quietly hold and enjoy the Leased Premises for the Term hereof without hindrance or interruption by Landlord, or any other persons or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease.

D. VACATING OF PREMISES: Tenant agrees to vacate the premises immediately at the end of the Lease term and agrees to give Landlord written notice seventy-two (72) hours in advance if Tenant elects to surrender the Property prior to the expiration of the Lease term.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the latest day and year written below.

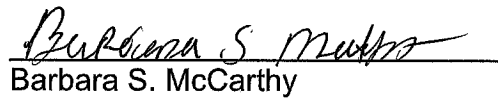
Executed by Landlord the 16th day of January, 2018

**City of Sapulpa, Oklahoma**

By: \_\_\_\_\_  
Reg Green, Mayor

Executed by Tenant the \_\_\_\_\_ day of January, 2018.

  
\_\_\_\_\_  
Dan R. McCarthy

  
\_\_\_\_\_  
Barbara S. McCarthy



**AGENDA ITEM**

**Administration 11.E.**

**City Council Regular**

**Meeting Date:** January 16, 2018

**Submitted By:** Rick Rumsey, Assistant City Manager

**Department:** Assistant City Manager

**Presented By:** Rick Rumsey

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**SUBJECT:**

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

**BACKGROUND:**

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

**RECOMENDATION:**

Staff recommends closeout of this project as stated.

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**Fiscal Impact**

**Amount:** \$22,582.50

**To be paid from:** 63-565-405B

**Account number:** Street Capital

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**Attachments**

PEC Jim Moore Letter

Close-out Documents





January 9, 2018

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

Attention: Mr. Rick Rumsey  
Assistant City Manager

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

Dear Mr. Rumsey :

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

The warranty periods for this project will run as follows:

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

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

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

James P. Moore, P.E.  
Project Manager

Encl.: As noted

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

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

Project: North Hickory Sanitary Sewer Improvements

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

**DEFINITION OF SUBSTANTIAL COMPLETION**

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

TO City of Sapulpa, Oklahoma  
(Owner)

AND Garrow Construction, LLC  
(Contractor)

Date of Substantial Completion January 8, 2018

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

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

Professional Engineering Consultants, P.A.  
Engineer

James P Moore 1-9-18  
Authorized Representative Date

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

Garrow Const  
Contractor

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



**CHANGE ORDER**

Order No. One (1)

Date: January 9, 2018

PEC Project No. 432-14K57-003

Agreement Date: October 16, 2017

NAME OF PROJECT: Hickory St. Sanitary Sewer Replacement

OWNER: City of Sapulpa, Oklahoma

CONTRACTOR: Garrow Construction, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

Decrease pay items as follows:

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

Increase pay items as follows:

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

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

Decrease in Contract Price \$ (2,660.00)

Justification:

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

Change to CONTRACT PRICE

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

Change to CONTRACT TIME

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

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

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

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

Garrow Construction LLC  
PO Box 1112  
Sapulpa, OK 74067

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

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

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

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

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

Professional Engineering Consultants, PA  
Project Engineer  
1-9-18 Date  
[Signature] By  
Proj MGR. Title

FINAL RELEASE OR WAIVER OF LIEN

State of: OKLAHOMA

County of: CREEK

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

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

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

Contractor: Garrow Construction, LLC

Authorized Agent: William Garrow

Typed or Printed Name: William Garrow

Title: OWNER

ACKNOWLEDGMENT

STATE OF OKLAHOMA )
COUNTY OF Creek ) ss.

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

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



Latrisha Carr
Notary Public

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

SECTION 00498 - CLAIM OR INVOICE AFFIDAVIT

STATE OF OKLAHOMA            )  
  )  
COUNTY OF CREEK            )            ss.

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

William Young  
Affiant

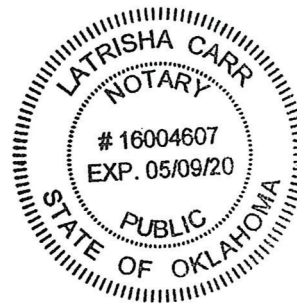
Subscribed and sworn to before me this 9<sup>th</sup> day of January, 2018.

Latisha Carr  
Notary Republic

My Commission Expires:

6/9/20

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



**CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

AIA DOCUMENT G707

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

Bond # 87C004178

PROJECT: North Hickory Sanitary Sewer Improvements

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

ARCHITECT'S PROJECT NO:  
CONTRACT FOR: Sanitary Sewer

CONTRACT DATE: :

CONTRACTOR:  
Garrow Construction, LLC

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (here insert name and address of Surety Company)

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

,SURETY COMPANY,

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

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

,CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety company of any of its obligations to (here insert name and address of Owner)

City of Sapulpa  
425 E. Dewey  
Sapulpa, OK 74067

,OWNER,

as set forth in the said Surety Company's bond

IN WITNESS WHEREOF,

The Surety Company has hereunto set its hand this 10th day of January 20 18

The Ohio Casualty Insurance Company

Surety Company

Signature of Authorized Representative

Patsy A. Payne, Attorney-in-Fact

Title

Attorney-in-Fact

Attest (seal)

*Kathryn Kennemer*

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

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

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

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

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

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

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

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

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

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

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

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

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

LIBERTY MUTUAL INSURANCE COMPANY

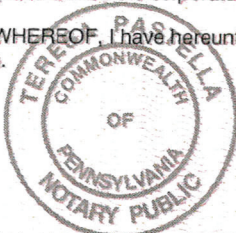
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

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

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



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

By Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

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



By David M. Carey, Assistant Secretary

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

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



**AGENDA ITEM**

**Administration 11.F.**

**City Council Regular**

**Meeting Date:** January 16, 2018

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

**Department:** Legal

**Presented By:** David Widdoes

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**SUBJECT:**

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

**BACKGROUND:**

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

**RECOMENDATION:**

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

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**Attachments**

Resolution No. 4487

EDA Grant No. 08-01-05221 Documents

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RESOLUTION No. 4487

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

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

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

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

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

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

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

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

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

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

Resolution # 4487

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


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

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

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

**APPROVED AND PASSED** by the City Council of the City of Sapulpa, Oklahoma on this 13<sup>th</sup> day of June, 2017.

**CITY OF SAPULPA, OKLAHOMA**  
**A Municipal Corporation**

By:   
Reg Green, Mayor

**ATTEST:**

  
Shirley Burzio, City Clerk





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

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

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

Dear Mrs. Riley,

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

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

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

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

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

Sincerely,

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

Regional Director

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

GRANT     COOPERATIVE AGREEMENT

# FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER  
**08-01-05221**

RECIPIENT NAME  
**City of Sapulpa**

PERIOD OF PERFORMANCE  
**60 months from date of approval**

STREET ADDRESS  
**425 E. Dewey Avenue**

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

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

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

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

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

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

PROJECT TITLE  
**Sanitary Sewer Line Extension**

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

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

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

**Jorge D. Ayala, Regional Director**

DATE  
**12/21/2017**

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

**Joan Riley, City Manager**

DATE

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

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

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Public Works and Economic Adjustment Assistance Programs

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

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

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

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

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

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

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

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

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

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

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

Return of Executed Financial Assistance Award .....30 calendar days after receipt of Form CD-450/CD-451  
 Start of Construction .....24 Months from the Date of Award  
 Construction Completed .....48 Months from the Date of Award  
 Authorized Award End Date ..... 60 Months from the Date of Award  
 Submission of Final Financial Report (SF-425) .....No later than 90 calendar days from the Award End Date

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

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

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

## 8. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:

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

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

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

### B. REPORTS:

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

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

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

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

Line Item Budget:

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **20. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE**

### *A. General Reporting Requirement*

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

### *B. Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

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

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

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

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

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

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

#### *C. Reporting Procedures*

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

#### *D. Reporting Frequency*

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

#### *E. Definitions*

For purposes of this award term and condition:

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

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

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

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

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

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



**AGENDA ITEM**

**Administration 11.G.**

**City Council Regular**

**Meeting Date:** January 16, 2018

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

**Department:** Finance

**Presented By:** Pam Vann

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**SUBJECT:**

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

**BACKGROUND:**

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

**RECOMENDATION:**

Staff recommends adoption of the resolution.

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**Attachments**

EDA Grant Resolution 011618

EDA Grant budget adjustment 011618

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

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

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

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

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

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

**GRANTS & AID FUND**

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

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

\_\_\_\_\_  
Reg Green, Mayor/Chairman

ATTEST:

\_\_\_\_\_  
Shirley Burzio, City Clerk/Trust Secretary

\_\_\_\_\_  
David Widdoes, City Attorney/Trust Attorney



# BUDGET TRANSFER REQUEST

<b>DEPARTMENT</b>	<b>Department Head Signature</b>	<b>Date Requested</b>
Grant/EDA		1/16/2018

to recognize grant revenue from EDA for assistance with construction of  
sanitary sewer improvements for the west side of Sapulpa

RESOLUTION #

Account #	Account Name	Amount Budgeted	Amount of Increase	Amount of Decrease	Adjusted Budget
60-4392	GRANT: EDA	\$0	\$1,500,000		\$1,500,000
60-4082	DONATIONS	\$64,174	\$1,505,370		\$1,569,544
60-592-311	PROF SVCS- ADM & LEGAL	\$0	\$30,000		\$30,000
60-592-311A	PROF SVCS - DESIGN & BID	\$0	\$72,570		\$72,570
60-592-405B	FACILITIES - CONTRACT	\$0	\$2,902,800		\$2,902,800

<b>Date Approved</b>	<b>Finance Director</b>	<b>Date Rejected</b>	<b>Reason</b>
<b>Date Approved</b>	<b>City Manager</b>	<b>Date Rejected</b>	<b>Reason</b>

<b>FY 17-18</b>	<b>Transfer #: 17-</b>
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**AGENDA ITEM**

**Administration 11.H.**

**City Council Regular**

**Meeting Date:** January 16, 2018

**Submitted By:** Rick Rumsey, Assistant City Manager

**Department:** Assistant City Manager

**Presented By:** Rick Rumsey

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**SUBJECT:**

Discussion and possible action regarding approving Change Order 001 on the West Bryan Street STP project to ODOT in the amount of \$4,000.00.

**BACKGROUND:**

Upon inspection, ODOT found the connection between the STP portion of the Bryan Street project and the City project did not connect properly for a smooth driving surface. A change order was created by ODOT's inspector to correct the problem. It was determined that both portions were constructed to design specifications; however the connection point was rough to drive over. The cost for the change order totaled \$4,000.00.

**RECOMENDATION:**

Staff and project engineer recommend approval.

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**Fiscal Impact**

**Amount:** \$4,000.00

**To be paid from:** Street Imp. Sales Tax

**Account number:** 65-565-405B

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**Attachments**

ODOT Change Order 001

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## Oklahoma Department of Transportation

### Change Order

Contract ID	160281	Primary County	CREEK
Change Order Nbr	001	Project	STP-219C(043)G
Contract Description	GRADE, DRAIN, AND SURFACE CITY STREET (BRYAN AVENUE); FROM HAWTHORNE STREET, EXTEND EAST IN SAPULPA.		
Change Order Type	Zero Dollar Change Order		
Change Order Description	PROJECT LENGTH = 0.183 MILE		
Change Order Status	NO		
Change Order Description	CHANGE ORDER		
Change Order Status	Pending		

**General Change Order Description(s):** This change order will add a pay item for Re-mobilization for the contractor to bring in equipment to remove and replace an area at the end of the project to provide a smoother tie-in with the newly reconstructed Bryan street east of the original project. This was requested by the City of Sapulpa after this project was substantially complete.

Pj Nbr	Item Nbr	Catg	Item Code	Unit	Unit Price	Bid Qty	Prev. Apprvd Qty	Curr CO Qty	New Revised Qty	Amount of Change
30747(04)	8000	0100	641 1399	LSUM	\$4,000.00	0.00	0.00	1.00	1.00	\$4,000.00
<b>Item Description:</b> MOBILIZATION <b>Supplemental Description 1:</b> remobilization for additional work <b>Supplemental Description 2:</b>										
<b>Explanations:</b> Remobilization for contractor to bring in equipment to remove and replace area at east end of project to provide a smoother tie-in after the project was substantially complete. This Change: \$4,000.00 Prev Revised: \$0.00 New Revised: \$4,000.00 Bid Contract: \$0.00 Net Change: \$4,000.00 PCT Change: 100.00 %										

**TOTAL VALUE FOR CHANGE ORDER 001 : \$4,000.00**

**Contract Time Adjustments**  
 No contract time adjustments are associated with this change order.

Contract ID	180281	Primary County	CREEK	Primary PCN	30747(04)
Change Order Mbr	001	Project		STP-219C(043)IG	

**Prime Contractor's Section**  
 As the duly authorized representative of APAC-CENTRAL, INC., contractor for the above referenced project, I affirm that I have reviewed the above and foregoing prices, quantities and days for the changed or additional work, and I agree that the quantities and prices as are herein listed and the extension of time to perform the change or additional work as shown above will adequately compensate the contractor for the change or additional work. I understand that the quantities as listed above are estimated and may be subject to revision upon audit of the project. I further understand that the change order/supplemental agreement fully compensates the contractor for the change or additional work and is in lieu of cost accounting for the work actually performed or submission of a claim as provided by the standard specifications for highway construction and special provisions to the contract.

*Joshua W. Davis*  
 Signature

Joshua W. Davis

Name/Printed

Construction Manager

Company Title

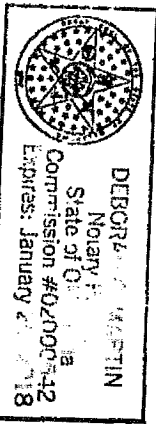
My commission expires 1/25/18

Subscribed and sworn before me this 4 day of January year of 2018

*Rebecca L. Martin*  
 Notary Public

02000542, Tulsa County, Oklahoma

Commission Number



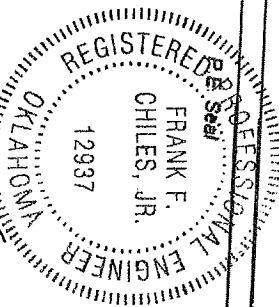
**Oklahoma Department of Transportation Section**  
 The prices for the additional items have been compared with other contract prices and are a fair amount for the work involved. Respectfully requested by:

Residency Administration(R)  
 Field Division Administration(R)  
 Construction Administration(R)  
 Central Office Administration(R)

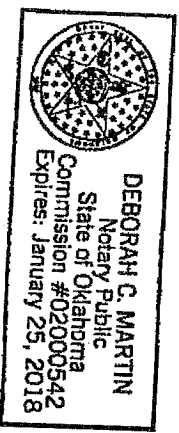
Department Personnel  
 Chiles, Frank F.  
 Prince, Jessica  
 Leonard, John B.  
 Saliba, Darren A.

Approval Date

1-4-18



*Frank F. Chiles*  
 Signature



Contract ID	160281	Primary County	CREEK	Primary PCN	30747(04)
Change Order Nbr	001	Project		STP-219C(043)IG	
Local Government Section					
I acknowledge the work indicated on this Change Order. I understand the final costs of this work will be reflected in the final cost apportionment.					

\_\_\_\_\_  
City/County Official

\_\_\_\_\_  
Date Acknowledged



## AGENDA ITEM

Administration 11.I.

### City Council Regular

**Meeting Date:** January 16, 2018

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

**Department:** Legal

**Presented By:** David Widdoes, Rick Rumsey

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### SUBJECT:

Discussion and possible action to approve a 15 day extension, up to and including February 5, 2018, to take action to award and/or reject bids received for the Sapulpa Sports Complex Earthwork & Site Drainage project.

### BACKGROUND:

On December 21, 2017, the City conducted a bid opening on the Sapulpa Sports Complex Earthwork & Site Drainage project. At this opening, seven (7) sealed bids were opened, read aloud and tabulated. After conclusion of this process and dismissal of all attendees, staff discovered that another sealed bid had been timely delivered to the City in compliance with bid requirements, but which had been inadvertently overlooked and excluded from the opening process. The missing bid is from CP3 Enterprises, Inc., and was submitted to the city at 11:15 am on December 21, 2017. This bid was and remains sealed and staff intends to open same as otherwise required after proper notice has been delivered to the other bidders and public. The date set for this supplemental opening is January 29 at 2:00 pm. To allow for and accommodate this supplemental opening, a 15 day extension of the statutory time frame for awarding a successful bid, if any, is required to be approved and recorded by the City Council, as per 61 O.S. Section 111.

### RECOMENDATION:

Staff recommends that the City Council approve a 15 day extension, up to and including February 5, 2018, to the period of time allowed to award and/or reject bids for the referenced project.

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