

CITY OF SAPULPA, OKLAHOMA
COUNCIL PROCEEDINGS
Meeting of December 17, 2018

The City Council of Sapulpa, Oklahoma, met in regular session Monday, December 17, 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, Jr., Vice-Mayor
John Anderson, Councilor
Bruce Bledsoe, Councilor
Marty Cummins, Councilor
Wes Galloway, Councilor
Carla Gunn, Councilor
Craig Henderson, Councilor
Hugo Naifeh, Councilor
Carla Stinnett, Councilor

Staff Present: Joan Riley, City Manager; Rick Rumsey, Assistant City Manager; Pam Vann, City Treasurer; David Widdoes, City Attorney; Shirley Burzio, City Clerk; David Taylor, Fire Chief; Mike Haefner, Police Chief; Nikki White, Urban Development Director/City Planner

1. INVOCATION.

The invocation was given by Rev. Danny Daniel.

2. PLEDGE OF ALLEGIANCE.

Mayor Reg Green led the "Pledge of Allegiance."

3. MINUTES AND CONSENT ITEMS.

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

- A. Approve the minutes of the December 3, 2018, regular city council meeting;
- B. Approve claims in the amount of \$ 597,123.31.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Carla Gunn, Craig Henderson, Louis Martin, Hugo Naifeh, Carla Stinnett. NAY-None. Motion carried 10-0.

4. COMMUNITY DEVELOPMENT.

- A. Motion was made by Councilor Marty Cummins, seconded by Council Craig Henderson, to approve the application submitted by Hollis Allen and Walter P. Moore for a Specific Use Permit, SUP-023, and Planned Unit Development, PUD-2018-01, to allow a multi-family use in a multi-story building located at the Northeast corner of Creek Turnpike and State Highway 66.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Carla Gunn, Craig Henderson, Louis Martin, Hugo Naifeh, Carla Stinnett. NAY-None. Motion carried 10-0..

- B. Motion was made by Councilor Craig Henderson, seconded by Vice-Mayor Louis Martin, to approve the application submitted by Rex Jacobs for a Specific Use Permit, SUP-026, to allow a Commercial Medicinal Marijuana Dispensary located at 617 North Mission Street, Sapulpa, Oklahoma.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Carla Gunn, Craig Henderson, Louis Martin, Hugo Naifeh, Carla Stinnett. NAY-None. Motion carried 10-0.

5. ADMINISTRATION.

- A. Motion was made by Councilor John Anderson, seconded by Councilor Hugo Naifeh, to table the renewal of a service agreement with Motorola Solutions for support of radios used by police officers in the amount of \$14,557.20.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Carla Gunn, Craig Henderson, Louis Martin, Hugo Naifeh, Carla Stinnett. NAY-None. Motion carried 10-0.

- B.** Motion was made by Councilor Marty Cummins, seconded by Vice-Mayor Louis Martin, to approve Oklahoma Department of Environmental Quality's (ODEQ) Addendum B to Consent Order 12-046 concerning Basins No. 2 and No. 4 Wastewater Treatment Facility Construction Project.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Carla Gunn, Craig Henderson, Louis Martin, Hugo Naifeh, Carla Stinnett. NAY-None. Motion carried 10-0.

- C.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve an equipment lease-purchase agreement with Motorola Solutions, Inc., for installation and maintenance of a Computer Aided Dispatch (CAD) System in the amount of \$747,074.65.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Carla Gunn, Craig Henderson, Louis Martin, Hugo Naifeh, Carla Stinnett. NAY-None. Motion carried 10-0.

- D.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Hugo Naifeh, to approve the license agreement with Wholesale Petroleum Properties, Inc., for placement of a sign in the right-of-way at 309 North Mission Street, Sapulpa, Oklahoma.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Carla Gunn, Craig Henderson, Louis Martin, Hugo Naifeh, Carla Stinnett. NAY-None. Motion carried 10-0.

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

- E.** Approve the statement of work with Innovative Interfaces Incorporated for transition services to Apollo Library Biblionix in the amount of \$5,410.25;
- F.** Approve the agreement with Apollo Library Biblionix for records information services for the Sapulpa Public Library in the amount of \$4,600.00.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Carla Gunn, Craig Henderson, Louis Martin, Hugo Naifeh, Carla Stinnett. NAY-None. Motion carried 10-0.

- G.** Motion was made by Councilor John Anderson, seconded by Vice-Mayor Louis Martin, to approve the adoption of a Resolution of the City of Sapulpa, Oklahoma, amending the FY 2018-2019 annual budget by increasing revenues and appropriations in the General Fund in the amount of \$4,496.00 for the purpose of recognizing additional revenue from a reimbursement to provide funds for the police department for vehicle maintenance. (Resolution No. 4553)

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Carla Gunn, Craig Henderson, Louis Martin, Hugo Naifeh, Carla Stinnett. NAY-None. Motion carried 10-0.

6. PUBLIC COMMENTS.

Ms. Lottie Wilds, Sapulpa Times Newspaper, questioned the council on when the Sahoma Lake Bridge construction will be completed.

7. ADJOURNMENT.

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

ROLL CALL: AYE -John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Carla Gunn, Craig Henderson, Louis Martin, Hugo Naifeh, Carla Stinnett. NAY-None. IMotion carried 10-0.

Mayor

Attest:

City Clerk



AGENDA ITEM

City Council Regular

5.A.

Meeting Date: December 17, 2018

Submitted By: Shirley Burzio, City Clerk

Department: City Clerk

Presented By:

SUBJECT:

Consider approving the minutes of the December 3, 2018, regular city council meeting.

BACKGROUND:

RECOMMENDATION:

Attachments

minutes.12-03-2018 city

CITY OF SAPULPA, OKLAHOMA
COUNCIL PROCEEDINGS
Meeting of December 3, 2018

The City Council of Sapulpa, Oklahoma, met in regular session Monday, December 3, 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, Jr., Vice-Mayor
John Anderson, Councilor
Bruce Bledsoe, Councilor
Marty Cummins, Councilor
Carla Gunn, Councilor
Craig Henderson, Councilor
Hugo Naifeh, Councilor

Absent: Wes Galloway, Councilor
Carla Stinnett, Councilor

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

1. INVOCATION.

Rev. Mike Peter, Canyon Road Baptist Church, gave the invocation.

2. PLEDGE OF ALLEGIANCE.

Mayor Reg Green led the Pledge of Allegiance.

3. MINUTES AND CONSENT ITEMS.

Motion was made by Councilor Craig Henderson, seconded by Councilor John Anderson, to approve the following items of business:

- A.** Approve the minutes of the November 19, 2018, city council meeting;
- B.** Approve claims in the amount of \$435,252.34;
- C.** Approve prepaid claims in the amount of \$28,488.90;

- D. Approve calendar year 2019 schedule of meetings for the city council regular meetings and the city council study session meetings.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Carla Gunn, Craig Henderson, Louis Martin, Hugo Naifeh.
NAY-None. Motion carried 8-0.

4. ADMINISTRATION.

City Attorney David Widdoes told the council that a lien was filed with the Creek County Clerk's office in 1994 and has not been dismissed. The Creek County Treasurer's records go back to 2000, and they have no record of a lien having been filed or payment of the lien. The city does not have any records.

Rev. Scott Gordon, representing the property owner, explained that there were no lien assessments of record in the Creek County Treasurer's Office. The property taxes have always been paid and any liens would have also been paid. The current property owner lives out-of-state and is wanting to sell the lot to the next door neighbor in the amount of one thousand dollars (\$1,000.00). The next door neighbor has been mowing and maintaining the lot.

- A. Motion was made by Councilor John Anderson, seconded by Vice-Mayor Louis Martin, to deny the request to waive an abatement lien in the amount of \$1,300.00 against Lots 27-30, Block 2, Westport Addition, Sapulpa, Creek County, Oklahoma.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Louis Martin, Hugo Naifeh. NAY-Reg Green, Carla Gunn, Craig Henderson.
Motion carried 5-3.

Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Hugo Naifeh, to approve the following sales tax agency agreements:

- B. Approve the sales tax agency agreement with Ram Site Services, a subcontractor for D.C. Bass & Sons Construction Co., to provide materials, supplies, and equipment for the Youth Sports Complex Project;
- C. Approve the sales tax agency agreement with Sun Valley Masonry, a subcontractor for D.C. Bass & Sons Construction Co., to provide materials, supplies, and equipment for the Youth Sports Complex Project;

- D. Approve the sales tax agency agreement with Kebko Architectural Signage, a subcontractor for D.C. Bass & Sons Construction Co., to provide materials, supplies, and equipment for the Animal Shelter Project.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Carla Gunn, Craig Henderson, Louis Martin, Hugo Naifeh.
NAY-None. Motion carried 8-0.

- E. Motion was made by Councilor Craig Henderson, seconded by Vice-Mayor Louis Martin, to table consideration of a contract for the purchase and sale of real estate with Guardian Capital, LLC, for 65 acres m/l located at the northwest corner of 81st Street and Frankhoma Road in the amount of \$650,000.00.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Carla Gunn, Craig Henderson, Louis Martin, Hugo Naifeh.
NAY-None. Motion carried 8-0.

5. **PUBLIC COMMENTS.**

There were no comments made to the council.

6. **ADJOURNMENT.**

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

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Carla Gunn, Craig Henderson, Louis Martin, Hugo Naifeh.
NAY-None. Motion carried 8-0.

Mayor

Attest:

City Clerk



Consent Agenda 7.A.

City Council Regular

Meeting Date: December 17, 2018

Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving Claims in the amount of \$ 597,123.31

Attachments

Claims List 12-17-18

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
123692	99-10143	PERDUE, BRANDON, FIELDER,	CCOLLECTION SERVICES	12/2018	11/1-30/18 123692	4,916.72
125102	99-10159	LAWRENCE COUNTY NEWSPAPERS,	LEGAL PUBLICATIONS	12/2018	19405	38.50
125158	99-10159	LAWRENCE COUNTY NEWSPAPERS,	NEWSPAPER SUBSCRIPTION	12/2018	6432 12/13/18	84.00
124501	99-10160	MERRIFIELD OFFICE SOLUTIONS	OFFICE SUPPLIES	12/2018	0159400-001	22.50
125191	99-10160	MERRIFIELD OFFICE SOLUTIONS	OFFICE SUPPLIES	12/2018	0159632-001	80.56
124757	99-10194	HOLLON FIRE PROTECTION, LLC	REFILL OF EXTINGUISHERS	12/2018	12647	85.84
123246	99-10195	BROOKS GREASE SERVICE, INC	STAT 4 SEMI ANN MAINT	12/2018	112127	200.00
125064	99-103	ONG	MONTHLY GAS CHARGES	12/2018	OCT 2018 125064	1,395.21
124512	99-10355	CIRCLE C CONSULTING LLC	GLOVES	12/2018	2051	247.60
125382	99-10390	BARNES, GREG	REIMBURSEMENT	12/2018	120718 125382	446.22
125383	99-10390	BARNES, GREG	REIMBURSEMENT	12/2018	72229 125383	224.63
123268A	99-10395	AUBREY WEATHERFORD	SOCIAL MEDIA	12/2018	SAP1218	500.00
124987	99-10488	ADMIRAL EXPRESS LLC	JANITORIAL SUPPLIES	12/2018	1995309-0	172.45
125157	99-10488	ADMIRAL EXPRESS LLC	OFFICE SUPPLIES	12/2018	2000532-0	84.14-
125342	99-10488	ADMIRAL EXPRESS LLC	JANITORIAL SUPPLIES	12/2018	1999837-0	324.31
125351	99-10488	ADMIRAL EXPRESS LLC	OFFICE SUPPLIES	12/2018	2000531-0	88.84
123865	99-10547	BEASLEY TECHNOLOGY INC	DATA STORAGE	12/2018	BUS-101168	112.50
123866A	99-10547	BEASLEY TECHNOLOGY INC	REMOTE MONITORING	12/2018	BUS-101222	137.50
123867	99-10547	BEASLEY TECHNOLOGY INC	MTHLY COMPUTER MAINT	12/2018	BUS-101146	2,250.00
124934	99-10613	GORFAM MARKETING INC	SHIRTS	12/2018	60155	196.50
124785	99-10661	MARGARET MCMORROW-LOVE	LEGAL SERVICES	12/2018	11/7-30/18 124785	1,373.99
125104	99-10708	STEPHENS, MARK	MILAGE	12/2018	12/7/18 125104	94.83
124929	99-10726	KENT, KIM	MEAL REIMBURSEMENTS	12/2018	11/27/18 124929	14.00
124784	99-10766	PERSIMMON RIDGE LLC	LONG RANGE PLNG MEETING	12/2018	ID#2724 11/30/18	115.20
125256	99-10767	SAP TOWN T'S LLC	THREE T-SHIRTS	12/2018	995568	49.50
125260	99-10767	SAP TOWN T'S LLC	WORKOUT SHORTS	12/2018	995572	44.00
125377	99-10767	SAP TOWN T'S LLC	WORKOUT SHORTS	12/2018	995568A	22.00
124824	99-10772	BLEDSE BRUCE	REIMBURSEMENT	12/2018	11/15/18 124824	200.54
125343	99-10774	TIMOTHY CHRISTOPHER PENDLEY	PEST CONTROL	12/2018	264203	207.50
123239	99-161	CREEK COUNTY RURAL WTR #4	12 MONTHS SEWER STATION 4	12/2018	741 10/29-11/28/18	101.00
124503	99-175	STANDARD DISTRIBUTING INC	84 CASES OF WATER	12/2018	351212	255.00
125184	99-1760	OKLAHOMA POLICE SUPPLY, LLC	SERVICE PINS	12/2018	49166	39.80
123784	99-1992	JOHN DEERE FINANCIAL ACCT#5	FOOD FOR VALOR	12/2018	G13731/2 11/5/18	81.98
124441	99-1992	JOHN DEERE FINANCIAL ACCT#5	BATTERIES	12/2018	G22059/2 11/21/18	74.99
124596	99-1992	JOHN DEERE FINANCIAL ACCT#5	HAY BALE RINGS	12/2018	G17438/2 11/12/18	159.99
125261	99-3128	CASCO INDUSTRIES, INC.	HELMET LINERS	12/2018	201647	302.00
125262	99-3128	CASCO INDUSTRIES, INC.	STRUCTURAL BOOTS	12/2018	201411	372.00
123474	99-3633	PUBLIC SERVICE COMPANY OF O	MONTHLY FEE-STORM SIREN	12/2018	953681117 11/26/18	10.59
124804	99-3639	SAND SPRINGS AWARDS CO	PLAQUE	12/2018	34697	30.00
124359	99-3707	O'REILLY AUTOMOTIVE INC	VEHICLE MAINTENANCE	12/2018	153-142255	84.38
125214	99-3707	O'REILLY AUTOMOTIVE INC	TRANSMISSION FLUID	12/2018	153-139955	24.95
125215	99-3707	O'REILLY AUTOMOTIVE INC	RADIATOR/WIPER BLADES	12/2018	153-140887	175.78
125216	99-3707	O'REILLY AUTOMOTIVE INC	BREAK PADS	12/2018	153-141124	173.61
125219	99-3707	O'REILLY AUTOMOTIVE INC	SPARK PLUGS/MOTOR MT	12/2018	153-142200	102.85
125220	99-3707	O'REILLY AUTOMOTIVE INC	AIR FILTER/BELT	12/2018	153-142202	16.30
125223	99-3707	O'REILLY AUTOMOTIVE INC	HEADLIGHT BULBS	12/2018	153-142463	23.98
123971	99-4183	UPTOWN SAPULPA ACTION, INC.	REVITALIZATION PROGRAM	12/2018	DEC 2018 123971	2,500.00
125187	99-4229	HAEFNER, MIKE	E-MAIL HOSTING ACCOUNT	12/2018	11/25/18 125187	511.65
125189	99-4255	OKLAHOMA ASSOCIATION OF CHIO	ACP MEMBERSHIP	12/2018	OACP-12678	90.00
123775	99-4269	CREEK COUNTY RURAL WTR #3	WATER FEES-GUN RANGE	12/2018	33975 10-11/16/18	24.00

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
123433	99-4690	TOTAL RADIO, INC	SRVC AGRMNT-STORM SIRENS	12/2018	80001048	588.00
123829	99-4690	TOTAL RADIO, INC	SIREN MAINTENANCE	12/2018	101008008-1	1,500.00
125065	99-4700	COX COMMUNICATIONS	PHONE BILL	12/2018	067201101 11/1/18	10,772.63
124917	99-4875	GLENN, ROBERT	MEAL REIMBURSEMENT	12/2018	11/13-15/18	62.00
125425	99-5224	OKLAHOMA MUNICIPAL CLERKS, ANNUAL DUES 2019		12/2018	S BURZIO 125425	30.00
125258	99-5388	OFFICE DEPOT 25022426	OFFICE SUPPLIES	12/2018	236679802001	71.34
124110	99-6477	WEST PUBLISHING CORPORATION	WESTLAW SUBSCRIPTION	12/2018	839427262	12.60
125180	99-68	A & M ELECTRIC, INC	JAIL LIGHTS NOT WORKING	12/2018	6193	339.20
125332	99-68	A & M ELECTRIC, INC	REPAIR SIGNS/RECEPTS	12/2018	6195	551.00
125334	99-68	A & M ELECTRIC, INC	BULB REPLACEMENT	12/2018	6194	212.00
125331	99-7011	LOWE'S HOME CENTERS, INC.	WATER FILTER	12/2018	10290	42.75
124390	99-7304	OKLAHOMA PUBLIC SAFETY CONFC	CONFERENCE	12/2018	812923320 11/1/18	465.00
124947	99-7558	WALKER COMPANIES INC	NOTARY RENEWAL	12/2018	64808	80.00
123209	99-7868	WESTLAKE HARDWARE INC	MISC NUTS/BOLTS/FASTENERS	12/2018	8138820	25.18
124995	99-8016	NORTHERN SAFETY COMPANY	IN6 SCOTT AIR MASKS	12/2018	903238985	1,192.00
125259	99-8016	NORTHERN SAFETY COMPANY	INAV MASK W/FACE PIECE	12/2018	903238986	1,192.00
125263	99-8016	NORTHERN SAFETY COMPANY	INNOMEX HOODS	12/2018	903219879	331.70
125265	99-8016	NORTHERN SAFETY COMPANY	INREPAIR OF GAS MONITOR	12/2018	903219878	302.50
125268	99-8016	NORTHERN SAFETY COMPANY	INREPAIR OF SCBA UNIT	12/2018	903223942	99.00
123668	99-8074	SPECIAL OPS UNIFORMS, INC	UPDATED CLASS A UNIFORMS	12/2018	786833	147.98
125186	99-8074	SPECIAL OPS UNIFORMS, INC	UNIFORMS-3 OFFICERS	12/2018	786797	1,998.18
125378	99-8074	SPECIAL OPS UNIFORMS, INC	UNIFORM	12/2018	786882	741.47
123481	99-8100	CONSOLIDATED FLEET SVCS.	INYEARELY LADDER TESTING	12/2018	2018TW0029	3,180.85
123485	99-8203	GRIMSLEY'S INC.	4 CASES OF DEGREASER	12/2018	325644	164.64
124902	99-8216	HILAND DAIRY FOODS CO.LLC	MILK FOR PRISONERS	12/2018	9060140	82.00
125185	99-8346	CARNER PLUMBING, INC.	TOILET IN CELL CLOGGED	12/2018	21712	258.00
124925	99-8381	NEWEGG.COM	SERVER ADAPTER	12/2018	1301719407	23.95
124942	99-8381	NEWEGG.COM	COMPUTER/HARD DRIVE BOX	12/2018	1301648279	1,161.00
123047	99-8434	FLEETCOR TECHNOLOGIES d/b/acNG - NOVEMBER		12/2018	NP54862334	40.87
123240	99-8469	SAPULPA RURAL WATER	12 MONTHS WATER-STATION 4	12/2018	48003 10-11/15/18	82.15
125218	99-8539	CROW BURLINGAME COMPANY	OIL FILTERS	12/2018	106-14520	63.64
123242	99-8817	DE LAGE LANDEN PUBLIC FINAN	COPIER CONTRACT	12/2018	61573564	150.00
123269	99-8817	DE LAGE LANDEN PUBLIC FINAN	PRINTER/COPIER LEASE PYMN	12/2018	61580274	2,327.00
124975	99-8936	CONRAD FIRE EQUIPMENT, INC.	HOSES, VALVES, PUMPS	12/2018	531997	620.76
123203	99-9222	RUSH TRUCK CENTER - TULSA	ANNUAL MAINT-LADDER TRUCK	12/2018	3013082527	1,646.42
123855	99-9288	ADVANCE ALARMS, INC	GARAGE-ALARM MONITORING	12/2018	1683127	25.00
124810A	99-9382	OFFICE EXPRESS JANITORIAL	SJANITORIAL SERVICES	12/2018	1218 SAPULPA	2,475.00
121394	99-9393	AIRLINK INTERNET SVCS	MONTHLY INTERNET SERVICE	12/2018	5682	2,770.16
125380	99-9398	THE UPS STORE #3965	POSTAGE	12/2018	5709 12/7/18	17.21
124577A	99-9515	PITNEY BOWES INC	QTR. LEASE POSTAGE MACH	12/2018	3307615738	254.29
124928	99-9590	CASTLECOM, LLC	SRVC CALL-PHONE	12/2018	13378	181.25
125188	99-9696	COMPUTER PROJECTS OF ILLINO	SOFTWARE LICENSE	12/2018	18-11-73ME	144.00
122306	99-9859	VERIZON WIRELESS SERVICES	LDATA PLAN FOR IPAD	12/2018	9819195113A	40.01
123241	99-9859	VERIZON WIRELESS SERVICES	LWIRELESS CHARGES-IPADS	12/2018	9819195113	400.10
123496	99-9988	OCCUPATIONAL HEALTH INCORP	FLU SHOTS	12/2018	1391	50.00
FUND TOTAL:						55,630.98

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
124548	99-10074	CONTROL SYSTEM SOLUTIONS	LLVALVE CALIBRATION	12/2018	18034	1,150.00
124169	99-10143	PERDUE, BRANDON, FIELDER,	CBAD DEBT COLLECTIONS	12/2018	11/1-11/30/18	249.51
124544	99-10175	MIDWEST TECHNOLOGY, INC	SECURITY CAMERA SYSTEM	12/2018	WO-0114	10,034.00
125301	99-10282	UNITED RENTALS (NORTH AMERI	6" PUMP RENTAL	12/2018	163331840-001	3,225.62
125064	99-103	ONG	MONTHLY GAS CHARGES	12/2018	OCT 2018 125064	1,056.70
123926	99-10302	LAMPTON WELDING SUPPLY CO,	GAS TANK RENTAL	12/2018	903755	15.54
124081	99-10302	LAMPTON WELDING SUPPLY CO,	BOTTLE RENTAL	12/2018	903756	25.08
123865	99-10547	BEASLEY TECHNOLOGY INC	DATA STORAGE	12/2018	BUS-101168	112.50
123866A	99-10547	BEASLEY TECHNOLOGY INC	REMOTE MONITORING	12/2018	BUS-101222	137.50
123867	99-10547	BEASLEY TECHNOLOGY INC	MTHLY COMPUTER MAINT	12/2018	BUS-101146	2,250.00
122992	99-10558	TECHNICAL PROGRAMMING SERV	MAILING OF UTILITY BILLS	12/2018	102643	1,058.10
125343	99-10774	TIMOTHY CHRISTOPHER PEN	DLEYPEST CONTROL	12/2018	264203	207.50
125092	99-1443	BRENNTAG SOUTHWEST, INC.	SODIUM PERMANGANATE	12/2018	BSW052117	4,097.60
125095	99-1443	BRENNTAG SOUTHWEST, INC.	ACH	12/2018	BSW050810	2,435.71
125096	99-1443	BRENNTAG SOUTHWEST, INC.	BRENPHOS	12/2018	BSW052116	1,721.32
125426	99-1565	OKLAHOMA MUNICIPAL ASSURAN	CPROPERTY INSURANCE	12/2018	PRO14004880 7/1/19	1,160.10
124546	99-1992	JOHN DEERE FINANCIAL ACCT#	5SAFETY SHOES	12/2018	G15539/2 11/9/18	279.98
124547	99-1992	JOHN DEERE FINANCIAL ACCT#	5SMALL REPAIR SUPPLIES	12/2018	G19070/2 11/15/18	25.96
125085	99-1992	JOHN DEERE FINANCIAL ACCT#	5BOOTS & COVERALLS	12/2018	G18100/2 11/13/18	319.97
125300	99-1992	JOHN DEERE FINANCIAL ACCT#	5ELECTRIC HEATERS	12/2018	G18928/2 11/15/18	74.95
125327	99-1992	JOHN DEERE FINANCIAL ACCT#	5COAT FOR DON LEE	12/2018	G18423/2 11/14/18	99.99
123927	99-3437	ADVANCE ELECTRICAL SERVICE	ELECTRICIAN TROUBLESHOOTI	12/2018	17274	372.70
122891	99-3593	CITY OF TULSA	METER FEES	12/2018	103688966 11/26/18	241.98
124276	99-3593	CITY OF TULSA	SEWER CONSUMPTION	12/2018	109321802 11/13/18	405.10
123857	99-3633	PUBLIC SERVICE COMPANY OF	OSRWCS ELEC SERVICE	12/2018	953642213 11/30/18	5,022.11
123680	99-3881	FHC, INC. DBA TETRA TECH	FHENG SRVCS-SRWCS	12/2018	51382831	9,988.75
123398	99-4112	ACCURATE ENVIRONMENTAL INC.	TESTING FOR DEQ PERMIT	12/2018	AK30009	150.00
124542	99-4112	ACCURATE ENVIRONMENTAL INC.	TESTING SUPPLIES	12/2018	SU29424	286.03
125078	99-4112	ACCURATE ENVIRONMENTAL INC.	UCMR TESTING	12/2018	AK07219	1,390.00
125081	99-4112	ACCURATE ENVIRONMENTAL INC.	OPEL FOR NOVEMBER 2018	12/2018	AK19070	335.00
125082	99-4112	ACCURATE ENVIRONMENTAL INC.	TOC FOR NOVEMBER 2019	12/2018	AK19075	63.00
125302	99-4112	ACCURATE ENVIRONMENTAL INC.	WASTEWATER LAB CLASS	12/2018	S14628	240.00
124618A	99-4344	UNITED STATES PLASTIC CORP	PVC STOCK	12/2018	5594044	131.50
124603	99-4354	THOMAS ENERGY SYSTEMS, INC	VALVE	12/2018	950190	172.24
125303	99-4819	ODEQ	OPERATOR EXAMS	12/2018	OE 4537686	124.00
122991A	99-4936	WASTE MANAGEMENT OF TEXAS,	REFUSE COLLECTION SRVC	12/2018	2213315 / 2213837	115,140.56
123718	99-6528	UNIFIRST HOLDINGS, INC.	UNIFORMS FOR CREWS	12/2018	8241532698	90.74
125098	99-7011	LOWE'S HOME CENTERS, INC.	TOOL CART	12/2018	12219	104.49
121397	99-7994	BANCFIRST	DEBT SERVICE PAYMENTS	12/2018	SERIE2012 12/3/18	136,479.16
123272	99-7994	BANCFIRST	SMA UTIL SYS REV BOND	12/2018	SERIE2013 12/3/18	206,105.42
123399A	99-7998	AMERICAN ENVIRONMENTAL LAND	SLUDGE DISPOSAL FEE	12/2018	9374	429.19
123047	99-8434	FLEETCOR TECHNOLOGIES d/b/a	CNG - NOVEMBER	12/2018	NP54862334	163.97
123929	99-9173	ALL MAINTENANCE SUPPLY, INC	ROLLED DISPENSER TOWELS	12/2018	75038-01	141.50
124810A	99-9382	OFFICE EXPRESS JANITORIAL	SJANITORIAL SERVICES	12/2018	1218 SAPULPA	2,475.00
124577A	99-9515	PITNEY BOWES INC	QTR. LEASE POSTAGE MACH	12/2018	3307615738	254.30
123853	99-9859	VERIZON WIRELESS SERVICES	LDEDICATED PHONE-SWRCS	12/2018	9818977782	16.00
125086	99-9937	VECTOR CONTROLS, LLC	FLOW METER CALIBRATION	12/2018	3004283	300.00
FUND TOTAL:						510,360.37

FUND: 29 - STORMWATER MANAGEMENT

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
124336	99-10252	CECIL COX ENTERPRISES	FOUR TIRES	12/2018	3036387	289.80
125064	99-103	ONG	MONTHLY GAS CHARGES	12/2018	OCT 2018 125064	208.03
124330	99-10560	CORE & MAIN LP	LIDS/RISERS FOR MANHOLE	12/2018	J818992	120.00
113695	99-10737	SCREENVISION DIRECT INC	PUBLIC EDU COMMERCIAL	12/2018	LOC_000193781	140.00
121319	99-1992	JOHN DEERE FINANCIAL ACCT#5MISC	OPERATIONAL SUPPLIES	12/2018	G14016/2 11/6/18	47.96
121322	99-1992	JOHN DEERE FINANCIAL ACCT#5MISC	MINOR TOOLS	12/2018	G19409/2 11/16/18	43.15
121316	99-5367	SOUTHSIDE MOWERS, INC.	CHAINS/PARTS FOR CHAINSAW	12/2018	144403	23.37
124335	99-8374	TRIKNTRUX	LIGHT BAR	12/2018	843	200.00
123047	99-8434	FLEETCOR TECHNOLOGIES d/b/aCNG	- NOVEMBER	12/2018	NP54862334	380.20
FUND TOTAL:						1,452.51

FUND: 30 - STREET & ALLEY

SUMMARY REPORT

124317	99-10138	GOWER, RANDY	CDL RENEWAL	12/2018	11/29/18 124317	56.50
125064	99-103	ONG	MONTHLY GAS CHARGES	12/2018	OCT 2018 125064	142.23
122840	99-2959	DAVIDSON AND DAVIDSON ENTER	HYDRAULIC LINES & HOSES	12/2018	0136511-IN	97.58
125062	99-2959	DAVIDSON AND DAVIDSON ENTER	HOSES/HYDRAULIC LINES	12/2018	0136859-IN	20.06
122842	99-3707	O'REILLY AUTOMOTIVE INC	MISC TRUCK PARTS/SUPPLIES	12/2018	153-140902	26.98
124316	99-4733	KIRBY-SMITH MACHINERY, INC	ROCK TEETH FOR BACKHOE	12/2018	P47371	777.40
FUND TOTAL:						1,120.75

FUND: 31 - CEMETERY MAINTENANCE

SUMMARY REPORT

124966	99-10065	KUBOTA OF NORTHWEST ARKANSAWATER	FILTER	12/2018	P20291	91.85
124965	99-10252	CECIL COX ENTERPRISES	FOUR TIRES	12/2018	3036161	563.92
125064	99-103	ONG	MONTHLY GAS CHARGES	12/2018	OCT 2018 125064	162.01
124961	99-1992	JOHN DEERE FINANCIAL ACCT#5C	COVERALLS AND BOOTS	12/2018	G19451/2 11/16/18	229.97
124128	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR VEHICLES	12/2018	153-141501	37.82
125063	99-4482	OTA / GOV. ACCOUNTS	MONTHLY PIKEPASS	12/2018	20181100559	8.65
124956	99-4839	GELLCO UNIFORMS & SHOES, IN	SAFETY BOOTS	12/2018	00238966	100.00
123718	99-6528	UNIFIRST HOLDINGS, INC.	UNIFORMS FOR CREWS	12/2018	8241532695	15.84
123047	99-8434	FLEETCOR TECHNOLOGIES d/b/aCNG	- NOVEMBER	12/2018	NP54862334	19.80
124959	99-8965	CHERRY TRUCKING & DIRT SALE	12 LOADS OF DIRT	12/2018	6721	1,560.00
124967	99-9334	T & T POWERSPORTS, LLC	CHAINS FOR POLE SAW	12/2018	101945	67.96
124962	99-9633	OKLAHOMA STATE UNIVERSITY	CHEMICAL MANUAL	12/2018	UMS18-2056	33.00
FUND TOTAL:						2,890.82

FUND: 32 - HUNTING & FISHING

SUMMARY REPORT

123878	99-10516	HINSCH MARY	CARETAKER AGREEMENT	12/2018	730480	213.50
123885	99-10516	HINSCH MARY	LAKE CARETAKER STIPENED	12/2018	DEC 2018 123885	750.00
124869	99-5482	CRYSTAL LAKE FISHERIES, INC	TROUT STOCKING	12/2018	17394	2,000.00
FUND TOTAL:						2,963.50

FUND: 33 - GOLF COURSE

SUMMARY REPORT

125028	99-10133	HARRELL'S LLC	FUNGICIDES/FERTILIZER	12/2018	INV01207198	2,350.36
125064	99-103	ONG	MONTHLY GAS CHARGES	12/2018	OCT 2018 125064	195.36
124888	99-10302	LAMPTON WELDING SUPPLY CO,	RENTAL OF CO2	12/2018	00903754	72.78
124881	99-1436	AARON FENCE CO., INC.	GATE PARTION	12/2018	135709	3,400.00

FUND: 33 - GOLF COURSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
124886	99-2025	UNITED STATES GOLF ASSOCIAT	YEARLY MEMBERSHIP	12/2018	43769793 2019 DUES	150.00
124260	99-4700	COX COMMUNICATIONS	MTHLY CABLE PAYMENT	12/2018	067167801 11/29/18	29.51
125029	99-8717	P & K EQUIPMENT	EQUIPMENT MAINTENANCE	12/2018	3078490	1,082.27
124885	99-9974	BOWERS OIL CO.	GAS FOR GOLF CARTS	12/2018	36673	567.15
FUND TOTAL:						7,847.43

FUND: 34 - LIBRARY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
125064	99-103	ONG	MONTHLY GAS CHARGES	12/2018	OCT 2018 125064	195.36
124655	99-10647	MITCHELL, SCOTT	TRNG & TRVL REIMBURSEMENT	12/2018	10/17/18 124655	78.31
125229	99-1589	DEMCO, INC.	SUPPLIES FOR LIBRARY	12/2018	6506755	1,495.74
125234	99-265	RABY PLUMBING, INC.	REPAIR OF TOILETS	12/2018	24840	145.00
123540	99-7963	TAMMY YVONNE TALLEY	JANITORIAL SERVICES	12/2018	DEC 2018 123540	345.00
123541	99-7963	TAMMY YVONNE TALLEY	JANITORIAL SERVICES	12/2018	DEC 2018 123541	950.00
FUND TOTAL:						3,209.41

FUND: 35 - PARKS & RECREATION

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
124874	99-10160	MERRIFIELD OFFICE SOLUTIONS	COFFEE DECANTER	12/2018	0158848-001	34.96
125064	99-103	ONG	MONTHLY GAS CHARGES	12/2018	OCT 2018 125064	421.53
125456	99-10488	ADMIRAL EXPRESS LLC	JANITORIAL SUPPLIES	12/2018	1999838-0	363.14
125454	99-141	LOCKE SUPPLY CO.	P TRAPS & PLASTIC LINES	12/2018	35990531-00	5.42
124863	99-2805	SPORT SUPPLY GROUP, INC	BASKETBALLS	12/2018	903770074	207.25
125222	99-3707	O'REILLY AUTOMOTIVE INC	OIL FILTER/HYDRAULIC FLD	12/2018	153-142418	52.83
125451	99-4004	H & M HEAT & AIR CONDITION	SERVICE CALL-HEATER	12/2018	38530	195.00
124401	99-4269	CREEK COUNTY RURAL WTR #3	WATER BILL FOR RV PARK	12/2018	24027 10-11/27/18	69.50
125063	99-4482	OTA / GOV. ACCOUNTS	MONTHLY PIKEPASS	12/2018	20181100559	7.60
124402	99-4700	COX COMMUNICATIONS	CABLE SERVICE	12/2018	028122401 11/25/18	39.52
123718	99-6528	UNIFIRST HOLDINGS, INC.	UNIFORMS FOR CREWS	12/2018	8241532699	14.88
125450	99-7011	LOWE'S HOME CENTERS, INC.	POP UP TENTS	12/2018	18012	150.10
123047	99-8434	FLEETCOR TECHNOLOGIES d/b/a	CNG - NOVEMBER	12/2018	NP54862334	99.92
123887	99-8545	TITAN COMMERCIAL SERVICES,	JANITORIAL SRVCS-PARK BAT	12/2018	DEC 2018 123887	750.00
124868	99-8689	SOUTHWEST TULSA TROPHY	MEDALS FOR FUN RUN	12/2018	11162018 124868	295.00
124872	99-8689	SOUTHWEST TULSA TROPHY	REINDEER DASH MEDALS	12/2018	11292018 124872	295.00
124852	99-8717	P & K EQUIPMENT	TRAIL BLOWER	12/2018	3085640	2,511.50
123881	99-9288	ADVANCE ALARMS, INC	SENIOR CENTER-ALARM MONIT	12/2018	1682681	25.00
123882	99-9288	ADVANCE ALARMS, INC	PARK MAINT BLDG-ALARM MON	12/2018	1683321	25.00
123879	99-9595	CAMPBELL WENDY	CONTRACT SRVCS-TRACK PROG	12/2018	10/15-10/29/18	690.00
125459	99-9941	ANDREW G. FRITZ	CERTIFICATION	12/2018	18062C	250.00
123892	99-9996	ALLIANCE MAINTENANCE, INC.	JANITORIAL SRVCS-BTW	12/2018	109896	875.00
123893	99-9996	ALLIANCE MAINTENANCE, INC.	JANITORIAL SRVS-SENIOR CE	12/2018	109895	695.00
FUND TOTAL:						8,073.15

FUND: 36 - SWIMMING POOL

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
125064	99-103	ONG	MONTHLY GAS CHARGES	12/2018	OCT 2018 125064	24.14
124000	99-9288	ADVANCE ALARMS, INC	MONITORING-PARKS	12/2018	1673276	50.00
FUND TOTAL:						74.14

FUND: 40 - FIRE CASH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
124996	99-3719	PATRIOT SECURITY SYSTEMS,	ICAMERAS, PARTS & LABOR	12/2018	116224	4,400.00
125266	99-9088	CHARLEY'S SOUTHSIDE LOCK &	ALARM LOCK/STATION 4	12/2018	81647	1,193.00
125375	99-9088	CHARLEY'S SOUTHSIDE LOCK &	ALARM LOCK FOR GYM	12/2018	81636	1,193.00
124986	99-9798	AUTO ELECTRIC SALES/	JUST MIPAD CASES/ACCESSORIES	12/2018	59186	135.42
FUND TOTAL:						6,921.42

FUND: 41 - POLICE CASH

SUMMARY REPORT

124396	99-10665	A. HOPE COMPANY dba THE	BUICONTROLLER	12/2018	30047	7,850.00
FUND TOTAL:						7,850.00

FUND: 44 - MAJOR THOROFARE

SUMMARY REPORT

123852	99-3633	PUBLIC SERVICE COMPANY OF	OEXPRESSWAY LIGHTS	12/2018	951246942 11/26/18	681.91
122835	99-8909	DUNHAM'S ASPHALT SERVICE,	IPATCH	12/2018	251041	318.22
FUND TOTAL:						1,000.13

FUND: 45 - CAPITAL IMPROVEMENTS

SUMMARY REPORT

125337	99-68	A & M ELECTRIC, INC	ELECTRIC FOR NEW DOORS	12/2018	6202	652.00
123330	99-8468	BOB HOWARD CHRYSLER JEEP	DONEW TRUCKS-STATE BID	12/2018	84578	42,546.00
124852	99-8717	P & K EQUIPMENT	TRAIL BLOWER	12/2018	3085640	4,851.00
FUND TOTAL:						48,049.00

FUND: 46 - WATER & SEWER SALES TAX

SUMMARY REPORT

123901	99-10094	JUAN LOZANO	QUARTERLY OIL CHANGES	12/2018	42525	216.97
125064	99-103	ONG	MONTHLY GAS CHARGES	12/2018	OCT 2018 125064	130.97
124741	99-1992	JOHN DEERE FINANCIAL ACCT#5	SHOVELS	12/2018	G10607/2 10/30/18	63.92
125278	99-1992	JOHN DEERE FINANCIAL ACCT#5	COVERALLS	12/2018	G17936/2 11/13/18	81.98
123906	99-2576	OKLAHOMA MUNICIPAL LEAGUE	ICODE ENFORCEMENT TRNG	12/2018	070322	200.00
125217	99-3707	O'REILLY AUTOMOTIVE INC	WATER PUMP/THERMOSTAT	12/2018	153-141222	114.69
124745	99-3806	ICM, INC.	LEADER HOSE	12/2018	41000097	127.10
124709	99-4140	NORRIS, DAVID	CDL RENEWAL	12/2018	11/27/18 124709	26.00
124710	99-4140	NORRIS, DAVID	HOTEL REIMBURSEMENT	12/2018	11/28-30/18 124710	204.74
125063	99-4482	OTA / GOV. ACCOUNTS	MONTHLY PIKEPASS	12/2018	20181100559	4.20
124703	99-7169	GKB INC	BORING UNIT REPAIR	12/2018	W04116	527.51
124706	99-7494	LAMPROE CONSTRUCTION, INC	FENCE REPAIRS	12/2018	9829	993.00
123047	99-8434	FLEETCOR TECHNOLOGIES d/b/a	CNG - NOVEMBER	12/2018	NP54862334	86.69
124748	99-9377	FERGUSON ENTERPRISES, INC	TWO 3' FIRE HYDRANTS	12/2018	0598790	3,303.36
FUND TOTAL:						6,081.13

FUND: 48 - WATER RESOURCE

SUMMARY REPORT

125282	99-10560	CORE & MAIN LP	METER NIPPLES	12/2018	J858008	222.45
122640	99-1850	AMERICAN HERITAGE BANK	QRTLY DEBT-METER READING	12/2018	1/2/19 METER EQUIP	12,685.48
FUND TOTAL:						12,907.93

FUND: 55 - INSURANCE FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
125353	99-10743	HUB INTERNATIONAL MIDWEST	LDECEMBER 2018 HEALTH INS	12/2018	DEC 2018 125353	231,215.17
FUND TOTAL:						231,215.17
FUND: 57 - E-911 FUND						SUMMARY REPORT
123813	99-4319	AT&T	MONTHLY E-911 CHARGES	12/2018	9181546465 12/1/18	236.90
FUND TOTAL:						236.90
FUND: 60 - GRANTS AND AID						SUMMARY REPORT
122940R	99-9629	GUY ENGINEERING SERVICES,	IHYDRAULIC ANALYSIS	12/2018	1145-3	2,063.40
FUND TOTAL:						2,063.40
FUND: 65 - STREET IMP.SALES TAX						SUMMARY REPORT
123702A	99-10075	DOLESE BROS CO	160 YRDS-4500 PSI CONCRET	12/2018	RM18055765	4,946.25
124303	99-10676	BRUNDAGE BONE CONCRETE	PUMPCONCRETE PUMPING	12/2018	150855	2,609.38
123039	99-2053	BENNETT STEEL, INC.	CRANE RENTAL	12/2018	677	10,180.00
121396	99-7994	BANCFIRST	DEBT SERVICE PAYMENTS	12/2018	SERIE2014 12/3/18	52,677.29
FUND TOTAL:						70,412.92
FUND: 83 - G.O.BOND CONSTR FUND						SUMMARY REPORT
125340	99-4817	OKLAHOMA DEPARTMENT OF	ENVISEWER LINE PERMIT	12/2018	SWRLINE YSCOMPLX	747.08
114688B	99-5348	PLANNING DESIGN GROUP	SPORTS COMPLEX	12/2018	4569	5,340.00
124278	99-8129	MSB CONSTRUCTION LLC	SEWER IMPROVEMENTS	12/2018	1804-4	121,569.18
114781D	99-8149	BKL, INC.	ANIMAL SHELTER	12/2018	#21 12/3/18 114781	7,000.00
FUND TOTAL:						134,656.26
GRAND TOTAL:						1,115,017.32

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
12/2018	10	501-201	OFFICE SUPPLIES	30.00	
12/2018	10	501-301	TRAINING & TRAVEL	200.54	
12/2018	10	501-311	PROFESSIONAL SERVICES	2,500.00	
12/2018	10	502-201	OFFICE SUPPLIES	84.14-	
12/2018	10	502-301	TRAINING AND TRAVEL	115.20	
12/2018	10	502-302	DUES AND SUBSCRIPTIONS	84.00	
12/2018	10	503-302	DUES AND SUBSCRIPTIONS	30.00	
12/2018	10	504-311	PROFESSIONAL SERVICES	687.00	
12/2018	10	504-407	BOOKS	12.60	
12/2018	10	508-315	FEES & OTHER CHARGES	25.00	
12/2018	10	508-331	UTILITIES	141.49	
12/2018	10	508-351	MAINTENANCE-EQUIPMENT	16.30	
12/2018	10	509-201	OFFICE SUPPLIES	88.84	
12/2018	10	510-311	PROFESSIONAL SERVICES	4,916.72	
12/2018	10	511-201	OFFICE SUPPLIES	93.84	
12/2018	10	511-211	JANITORIAL SUPPLIES	337.09	
12/2018	10	511-214	OPERATIONAL SUPPLIES	255.00	
12/2018	10	511-214E	EMS SUPPLIES	297.60	
12/2018	10	511-221	FUEL AND OIL	25.39	
12/2018	10	511-241	SAFETY EQUIPMENT	3,389.70	
12/2018	10	511-301	TRAINING AND TRAVEL	446.22	
12/2018	10	511-311	PROFESSIONAL SERVICES	686.99	
12/2018	10	511-314	UNIFORMS	1,004.95	
12/2018	10	511-331	UTILITIES	947.48	
12/2018	10	511-332	COMMUNICATIONS	400.10	
12/2018	10	511-351	MAINTENANCE-EQUIPMENT	3,849.37	
12/2018	10	511-352	MAINTENANCE-VEHICLES	2,351.56	
12/2018	10	511-353	MAINT-BUILDINGS & FIXTURE	285.84	
12/2018	10	511-505	LEASE PAYMENTS	150.00	
12/2018	10	512-201	OFFICE SUPPLIES	80.56	
12/2018	10	512-214	OPERATIONAL SUPPLIES	1,898.38	
12/2018	10	512-221	FUEL AND OIL	15.48	
12/2018	10	512-301	TRAINING AND TRAVEL	541.00	
12/2018	10	512-302	DUES AND SUBSCRIPTIONS	234.00	
12/2018	10	512-314	UNIFORM CLEANING	2,194.68	
12/2018	10	512-321	PRISONER CARE	82.00	
12/2018	10	512-331	UTILITIES	286.27	
12/2018	10	512-351	MAINTENANCE-EQUIPMENT	2,269.25	
12/2018	10	512-352	MAINTENANCE-VEHICLES	564.81	
12/2018	10	512-353	MAINTENANCE-BUILDINGS	597.20	
12/2018	10	513-331	UTILITIES	161.66	
12/2018	10	515-313	PRINTING	38.50	
12/2018	10	517-231	MINOR TOOLS	74.99	
12/2018	10	517-301	TRAINING & TRAVEL	94.83	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
12/2018	10	517-332	COMMUNICATION	40.01	
12/2018	10	590-141	CONTRACT LABOR	4,975.00	
12/2018	10	590-211	JANITOR SUPPLIES	324.31	
12/2018	10	590-244	EMPLOYEE MOTIVATIONAL SUPPLIES	159.99	
12/2018	10	590-315	FEES & OTHER CHARGES	500.00	
12/2018	10	590-331	UTILITIES	76.05	
12/2018	10	590-332	COMMUNICATIONS	13,542.79	
12/2018	10	590-341	RENTAL OF EQUIPMENT	254.29	
12/2018	10	590-351	MAINTENANCE-EQUIPMENT	551.00	
12/2018	10	590-353	MAINT-BUILDING & FIXTURES	462.25	
12/2018	10	590-505	LEASE PAYMENTS	2,327.00	55,630.98
12/2018	20	523-241	SAFETY SUPPLIES	99.99	
12/2018	20	523-311	PROFESSIONAL SERVICES	1,307.61	
12/2018	20	523-314	UNIFORM CLEANING	21.62	
12/2018	20	524-212	CHEMICALS	8,254.63	
12/2018	20	524-221	FUEL & OIL	79.29	
12/2018	20	524-231	MINOR TOOLS	104.49	
12/2018	20	524-241	SAFETY SUPPLIES	319.97	
12/2018	20	524-311	PROFESSIONAL SERVICES	2,088.00	
12/2018	20	524-314	UNIFORM CLEANING	39.48	
12/2018	20	524-315B	FEES & OTHR CHGS-SKIATOOK	11,164.85	
12/2018	20	524-322	WATER PURCHASE	241.98	
12/2018	20	524-331	UTILITIES	5,749.17	
12/2018	20	524-341	RENTAL OF EQUIPMENT	25.08	
12/2018	20	524-354	MAINTENANCE-FACILITIES	303.74	
12/2018	20	525-211	JANITORIAL SUPPLIES	141.50	
12/2018	20	525-214-.01	OPERATING SUPPLIES-LAB	286.03	
12/2018	20	525-221	FUEL & OIL	84.68	
12/2018	20	525-241	SAFETY SUPPLIES	279.98	
12/2018	20	525-260	MINOR EQUIPMENT & FURNISHINGS	74.95	
12/2018	20	525-301	TRAINING AND TRAVEL	364.00	
12/2018	20	525-311D	PROF SERVICES-TESTING	150.00	
12/2018	20	525-314	UNIFORM CLEANING	29.64	
12/2018	20	525-325	SEWAGE DISPOSAL FEE	405.10	
12/2018	20	525-331	UTILITIES	253.58	
12/2018	20	525-341	RENTAL OF EQUIPMENT	15.54	
12/2018	20	525-345	DISPOSAL OF SLUDGE	429.19	
12/2018	20	525-354	MAINTENANCE-FACILITIES	4,774.28	
12/2018	20	525-401	EQUIPMENT	10,034.00	
12/2018	20	527-141	CONTRACT LABOR	115,140.56	
12/2018	20	590-141	CONTRACT LABOR	4,975.00	
12/2018	20	590-331	UTILITIES	76.06	
12/2018	20	590-341	RENTAL OF EQUIPMENT	254.30	
12/2018	20	590-353	BUILDING MAINTENANCE	207.50	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
12/2018	20	590-501F	BOND EXP - SERIES 2012	135,854.16	
12/2018	20	590-501G	REVENUE BOND EXP - SERIES 2013	205,626.25	
12/2018	20	590-502	REVENUE BOND TRUSTEE FEES	1,104.17	510,360.37
12/2018	29	529-214	OPERATING SUPPLIES	47.96	
12/2018	29	529-221	FUEL & OIL	380.20	
12/2018	29	529-231	MINOR TOOLS	66.52	
12/2018	29	529-242	PUBLIC EDUCATION MATERIALS	140.00	
12/2018	29	529-331	UTILITIES	208.03	
12/2018	29	529-351	MAINTENANCE-EQUIPMENT	409.80	
12/2018	29	529-352	MAINTENANCE-VEHICLES	200.00	1,452.51
12/2018	30	530-301	TRAINING AND TRAVEL	56.50	
12/2018	30	530-331	UTILITIES	142.23	
12/2018	30	530-351	MAINTENANCE-EQUIPMENT	144.62	
12/2018	30	530-352	MAINTENANCE-VEHICLES	777.40	1,120.75
12/2018	31	531-212	CHEMICALS	33.00	
12/2018	31	531-214	OPERATING SUPPLIES	67.96	
12/2018	31	531-221	FUEL & OIL	19.80	
12/2018	31	531-241	SAFETY SUPPLIES	329.97	
12/2018	31	531-301	TRAINING AND TRAVEL	8.65	
12/2018	31	531-314	UNIFORM CLEANING	15.84	
12/2018	31	531-331	UTILITIES	162.01	
12/2018	31	531-351	MAINTENANCE-EQUIPMENT	91.85	
12/2018	31	531-352	MAINTENANCE-VEHICLES	601.74	
12/2018	31	531-354	MAINTENANCE-FACILITIES	1,560.00	2,890.82
12/2018	32	532-141	CONTRACT LABOR	750.00	
12/2018	32	532-142	PERMIT SALES COMMISSION	213.50	
12/2018	32	532-405A	FISH STOCKINGS	2,000.00	2,963.50
12/2018	33	533-212	CHEMICALS	2,350.36	
12/2018	33	533-213	CONCESSION SUPPLY	72.78	
12/2018	33	533-221	FUEL & OIL	567.15	
12/2018	33	533-302	DUES AND SUBSCRIPTIONS	150.00	
12/2018	33	533-331	UTILITIES	195.36	
12/2018	33	533-351	MAINTENANCE-EQUIPMENT	1,082.27	
12/2018	33	533-354	MAINTENANCE-FACILITIES	3,429.51	7,847.43
12/2018	34	534-141	CONTRACT LABOR	1,295.00	
12/2018	34	534-201	OFFICE SUPPLIES	1,495.74	
12/2018	34	534-301	TRAINING AND TRAVEL	78.31	
12/2018	34	534-331	UTILITIES	195.36	
12/2018	34	534-353	MAINT/BUILDINGS	145.00	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
					3,209.41
12/2018	35	535-141	CONTRACT LABOR	3,010.00	
12/2018	35	535-211	JANITORIAL SUPPLIES	363.14	
12/2018	35	535-221	FUEL AND OIL	99.92	
12/2018	35	535-243	RECREATIONAL SUPPLIES	982.31	
12/2018	35	535-260	MINOR EQUIPMENT & FURNISHINGS	2,511.50	
12/2018	35	535-301	TRAINING AND TRAVEL	7.60	
12/2018	35	535-311	PROFESSIONAL SERVICES	300.00	
12/2018	35	535-314	UNIFORM CLEANING	14.88	
12/2018	35	535-331	UTILITIES	491.03	
12/2018	35	535-332	COMMUNICATIONS	39.52	
12/2018	35	535-351	MAINTENANCE-EQUIPMENT	47.99	
12/2018	35	535-352	MAINT-VEHICLES	4.84	
12/2018	35	535-353	MAINT-BUILDINGS/FIXTURES	200.42	8,073.15
12/2018	36	536-141	CONTRACT LABOR	50.00	
12/2018	36	536-331	UTILITIES	24.14	74.14
12/2018	40	540-401	EQUIPMENT	135.42	
12/2018	40	540-404	BUILDING AND FIXTURES	6,786.00	6,921.42
12/2018	41	541-401	EQUIPMENT	7,850.00	7,850.00
12/2018	44	544-331	UTILITIES	681.91	
12/2018	44	544-354	MAINTENANCE-FACILITIES	318.22	1,000.13
12/2018	45	518-403	VEHICLES	21,273.00	
12/2018	45	525-403	VEHICLES	21,273.00	
12/2018	45	535-401	EQUIPMENT	4,851.00	
12/2018	45	535-404	BUILDING & FIXTURES	191.00	
12/2018	45	590-404	BUILDINGS & FIXTURES	461.00	48,049.00
12/2018	46	1699	INVENTORY PURCHASED	3,303.36	
12/2018	46	546-221	FUEL AND OIL	86.69	
12/2018	46	546-231	MINOR TOOLS	63.92	
12/2018	46	546-241	SAFETY SUPPLIES	69.99	
12/2018	46	546-301	TRAINING AND TRAVEL	408.94	
12/2018	46	546-302	DUES AND SUBSCRIPTIONS	26.00	
12/2018	46	546-331	UTILITIES	130.97	
12/2018	46	546-351	MAINTENANCE-EQUIPMENT	781.29	
12/2018	46	546-352	MAINTENANCE-VEHICLES	216.97	
12/2018	46	546-354	MAINTENANCE-FACILITIES	993.00	6,081.13
12/2018	48	1699	INVENTORY PURCHASED	222.45	
12/2018	48	548-501	NOTE PAYMENTS	12,685.48	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
					12,907.93
12/2018	55	555-391	LIFE INS PREM-OTHERS	5,036.64	
12/2018	55	555-392	FEES & OTHER-OTHERS	226,178.53	231,215.17
12/2018	57	557-315-.01	FEES & OTHER CHARGES-WIRELESS	236.90	236.90
12/2018	60	584-311A	PROF SERVICES-ENGINEERING	2,063.40	2,063.40
12/2018	65	565-405B	FACILITIES-CONTRACT	17,735.63	
12/2018	65	565-501	BOND EXP -SERIES 2004/2014	39,166.66	
12/2018	65	565-501I	2004/2014 DEBT SERVICE - INT	13,177.30	
12/2018	65	565-502	REVENUE BOND TRUSTEE FEES	333.33	70,412.92
12/2018	83	571-405B	FACILITIES - CONTRACT	121,569.18	
12/2018	83	577-311A	PROF SVCS-ENG (DESIGN, BID)	7,000.00	
12/2018	83	578-311	PROF SVCS	747.08	
12/2018	83	578-311A	PROF SVCS-ENG (DESIGN, BID)	5,340.00	134,656.26
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		1,115,017.32
			REPORT TOTAL:		1,115,017.32



AGENDA ITEM

Community Development 9.A.

City Council Regular

Meeting Date: December 17, 2018

Submitted By: Nikki White, Urban Development Director

Department: Planning & Development

Presented By: Nikki White

SUBJECT:

Discussion and possible action regarding the application by Hollis Allen with Walter P. Moore for a Specific Use Permit, SUP-023 and Planned Unit Development, PUD-2018-01, to allow a multi-family use in a multi-story building located at the Northeast corner of Creek Turnpike and State Highway 66.

BACKGROUND:

The site is vacant with the exception of highway billboards located in the Southwest and Southeast corners of the property. The western portion of the site will consist of commercial development along the frontage of State Highway 66. The remaining portion of the site will consist of multi-family development that wraps around the topography that rises up in the North. The applicants are proposing nine buildings with approximately 234 units. The commercial development will be market driven, but potential uses may include a fuel station and convenience store, and possibly two fast casual tenants.

RECOMMENDATION:

The Sapulpa Metropolitan Area Planning Commission met on November 27, 2018 and voted unanimously to recommend approval. Staff concurs with this recommendation.

Attachments

SMAPC case reort

PUD Standards

case maps



SAPULPA METROPOLITAN PLANNING COMMISSION (SMAPC)
November
STAFF REPORT

FILE: SUP-23/PUD-2018-01 | Specific Use Permit/ Planned Unit Development

APPLICANT: Dan Ashbaugh and Hollis Allen with Walter P. Moore

LOCATION: Southeast corner of West 91st Street South (Canyon Road) and State Highway 66 (New Sapulpa Road)

PARCEL: 1999-24-018-011-0-010-00

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

LEGAL: A tract of land that is part of the North Half of the Northeast Quarter (N/2 NE/4) of Section 24, Township 18 North, Range 11 East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U.S. Government Survey thereof, being more particularly described as follows, to-wit: Beginning at a point that is the Northeast corner of the NE/4 of said Section 24; Thence S01°20'19"E along the Easterly line of said NE/4 for 370.21 feet to a point on the Westerly right-of-way line of the Tulsa-Sapulpa Union Railroad; Thence S33°38'37"W along said Westerly right-of-way for 738.49 feet to a point on the Northerly right-of-way line of the Creek Turnpike; Thence along the Northerly right-of-way of the Creek Turnpike as follows: N74°29'50"W for 237.36 feet; Thence N69°59'49"W for 0.00 feet to a point of curve; Thence Northwesterly along a curve to the left with a radius of 981.47 feet and a central angle of 12°26'11" for 213.03 feet to a point of tangency; Thence N82°26'00"W for 415.84 feet to a point of curve; Thence Northwesterly along a curve to the right with a radius of 616.20 feet and a central angle of 12°25'53" for 133.70 feet to a point on the Easterly right-of-way line of State Highway No.66; Thence along the Easterly right-of-way of State Highway No.66 as follows: N28°23'48"E 840.93 feet; Thence N01°09'26"W for 24.75 feet to a point on the Northerly line of the NE/4; Thence leaving the Easterly right-of-way of State Highway No.66, N88°50'34"E along the Northerly line of the NE/4 for 978.30 feet to the point of beginning of said tract of land.

LOT SIZE: 23.61 acres more or less

ZONING: CG – Commercial General

EXISTING USE: Vacant

OWNER: Ferguson Smith Sapulpa LLC
CC WARD: Ward #5 Ms. Carla Stinnett and Mr. Bruce Bledsoe
PREPARED BY: Nikki White – Urban Development Director

REQUEST:

The applicant requests a Specific Use Permit to allow multi-family use multi-story structures and a Planned Unit Development for multi-use.

APPLICABLE STATE AND MUNICIPAL CODE SECTIONS:

As provided in O.S. § 11-43-113, the utilization of the SUP process is designed to address uses which are specialized in nature.
City of Sapulpa Zoning Code, Chapter 16, Planned Unit Development.

BACKGROUND:

The site is vacant with the exception of highway billboards located in the Southwest and Southeast corners. The western portion of the site will consist of commercial development along the frontage of Highway 66. The remaining portion of the site will consist of multi-family development that wraps around the topography that rises up in the north. The commercial development will be market driven, but potential uses may include fuel station and convenient store tenant, and possibly two fast casual tenants. The multi-family component will provide family friendly apartments that enhance the surrounding area with geographically appropriate architecture and accessible green space. There will be nine apartment buildings with approximately 234 units. The project will feature a clubhouse consisting of same materials as the apartment buildings. The design for the community will include landscaping throughout with regionally appropriate and low maintenance plantings to conserve water usage. The site amenities will include a swimming pool, fire pit, frilling cabana, dog park, and natural playground. The community will be completely interconnected with sidewalks that link all buildings with necessary parking to accommodate each unit. Carports, storage units and electric vehicle charging stations will also be available to residents.

SURROUNDING LAND USE AND ZONING:

North:	CG Commercial General
East:	RS-3 Residential Single Family (Freedom Park Subdivision)
South:	Creek Turnpike
West:	State Highway 66

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

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

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

PUBLIC COMMENTS:

Staff received a few inquiries from the HOA for Freedom Park, they were forwarded to the applicant.

STAFF RECOMMENDATION:

Recommended motion for SMAPC:

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

1. The PUD development standards are approved.
2. The property is platted and the PUD standards appear in the covenants of the plat.
3. The SUP allowing multi-family in multi story use is approved.

ATTACHMENTS:

1. Vicinity & Zoning Maps
2. Site photos
3. Site plan
4. PUD Development Standards

**Planned Unit Development No. 2018-01
Zoning Case: PP-18-02**

Creek Turnpike and Highway 66 PUD

June 08, 2018

Owner:

Ferguson Property Group, Inc.
1910 Madison Avenue, Suite 523
Memphis, TN 38104
Office: (901) 272-0705

Original Prepared By:

NSPJ Architects, P.A.
3515 W. 75th Street, Suite 201
Prairie Village, KS 66208
Office: (913) 831-1415 Fax: (913) 831-1563

Assisted By:

Walter P Moore (Civil Engineer)
7666 East 61st Street
Tulsa, OK 74133
Office: (918) 806-7200 Fax: (918) 806-7250

TABLE OF CONTENTS:

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Pg. 3	Design Statement
Pg. 4 – 5	Development Standards
Pg. 6 – 7	Development Information
Exhibit A	Conceptual Site Plan

Design Statement

PUD-18-01 is a Planned Unit Development overlay of an existing CG zoned parcel along the east side of Highway 66 and north side of Creek Turnpike. Plat plan submittal being filed in conjunction with PUD.

The site is vacant with the exception of highway billboards located at the southwest and southeast corners. The western portion of the site will consist of commercial development with frontage on Highway 66. The remaining portion of the site will consist of multi-family development that wraps around topography that rises up in the north. The conceptual site plan for the project can be seen in the attached Exhibit A. The PUD consists of two development areas. Access will be provided via Highway 66 on the west and Canyon Road on the north. Access points will be coordinated with ODOT for placement.

The commercial development will be market-driven, but potential uses may include a fuel station and convenience store tenant, and a pair of fast-casual tenants.

The multi-family component of development will provide family-friendly breezeway apartments that enhance the surrounding area with geographically appropriate architecture and accessible green space. The nine apartment buildings will consist of One Bedroom, Two Bedroom, and Three Bedroom layouts that will be intermixed throughout the project. The gaslight style of architecture will be expressed in familiar residential building forms with a mixture of building materials consistent with this style of architecture, and include a combination of stone, stucco, engineered wood cladding, fiber cement cladding, and pre-finished metal accents.

The building massing will be such that its overall forms will be broken down into pedestrian scale elements that will be expressed with stepping of the facades (both vertically and horizontally), recessing of balconies, variations of the building materials and the building roof heights. The Project will feature a Clubhouse consisting of the same materials as the apartment buildings with appropriate thematic accoutrements to enhance the visibility and recognition within the community. The multi-family buildings will provide fire alarm and suppression systems to add an elevated level of fire safety and will otherwise comply with all requirements of the Sapulpa Fire Chief & Fire Marshal.

The preliminary design for the community will include landscaping throughout with regionally appropriate and low maintenance plantings to conserve water usage. The site amenities will include a swimming pool, fire pit, grilling cabana, dog park, and natural playground. The community will be completely interconnected with sidewalks that link all buildings with necessary parking to accommodate each unit. Carports, storage units, and electric vehicle charging stations will also be available to residents.

The development provides a sophisticated and convenient apartment living experience for local and neighboring residents in addition to a desirable location for commercial tenants.

Development Standards

Land Area

Gross Lot Area:	954,151.8 sq. ft.	21.9 ac
Net Lot Area:	891,221.5 sq. ft.	20.5 ac

Permitted Uses

UU-8 Multi-Family Dwelling, UU-11 Offices and Studios, UU-12 Restaurant, UU-13 Convenience Goods and Services, UU-14 Shopping Goods and Services

Maximum Building Square Footage

Residential	280,000 sq. ft.
Commercial	Market-driven

Minimum Building Setbacks

East of Highway 66 Right of Way	50 FT
All other Boundaries	25 FT

Maximum Number of Dwelling Units Allowed: 234 Units

Maximum Number of Stories: Four Stories

Maximum Building Height: 65 FT

Lighting

All parking and building mounted lighting shall be oriented to minimize light leaving the development. All pole mounted lighting shall be located to minimize light crossing property lines. No lighting standard shall exceed 30' in height as measured from the pavement to the light fixture.

Signage

1. Signage and Signage Monuments shall conform to current City Ordinance.
2. Signage and Signage Monuments shall be approved by Master Developer.
3. Sign permits shall be approved prior to installation.

Screening

All trash and mechanical areas shall be screened from public view of person standing at ground level, excluding the equipment serving the apartment units. Limits of and configuration of screening will be determined at PUD detailed site plan submittal.

Landscaping

The PUD shall meet the requirements of Chapter 3 Landscape Regulations of the City of Sapulpa Planning, Zoning, and Development standards in all other manners.

Development Information

Topography & Soils

The elevation of the existing site varies from approximately 746' at the north end of the site to 665' at the southeast corner (all elevations referenced to the North American Vertical Datum). The site drains both to the southeast and southwest and the developed site will maintain this drainage pattern.

A geotechnical engineer has been contracted to perform a preliminary soils analysis. The boring logs show shale overlain by clay.

Drainage

The site will be regraded with retaining walls and a detention pond to handle drainage. The retaining walls will line the north perimeter of the site to stabilize the steep grade. One or more detention ponds will be located in the south end of the site to detain additional runoff due to the proposed development. The detention design will be in conformance with the City of Sapulpa Engineering Design Criteria

When the site is developed, it is expected that the majority of the site will be graded to allow for surface water to drain directly to the improved basin or be collected in an internal storm sewer system that will route it to the improved basin. The basin discharges into the ODOT maintained ditch along State Highway 66 which was previously approved by ODOT. This will be designed in conformance with City of Sapulpa Engineering Design Criteria.

Vehicular and Pedestrian Access and Circulation

The attached Site Plan depicts the vehicular access points and circulation anticipated to accommodate the conceptual site plan. The development will restrict access to the general public using two gates, the specific location of which will be determined at detailed site plan submittal. All such gates will be subject to approval of the City of Sapulpa Fire Chief, Fire Marshal and Engineering. All private driveway and/or street connections shall be subject to City Engineer curb cut and/or driveway permit approval for the proposed access points at SH 66 and Canyon Road and the Fire Chief's and Fire Marshal's approval of locations, spacing, widths, and curb return radii.

Sidewalks will be designed and constructed on the development connecting the various buildings and parking facilities. Sidewalks will extend to the R/W before terminating. Residents will be able to easily walk to the commercial establishments in the western edge of the site.

Relationship to Adjoining Uses

The main adjoining use of note is the residential development to the east. To the north is an industrial site with a large paved area. To the south is the Creek Turnpike and beyond the turnpike are undeveloped farmland. To the west is SH 66 and Interstate 44 and beyond is undeveloped wooded area.

Utilities

Water service is provided to the site by an existing waterline along State Highway 66. A waterline loop will be constructed to provide fire protection and water service to the development.

In order to provide sanitary service to the site it will be necessary to construct a 1,100', 8" sanitary sewer to the south to connect to the City of Sapulpa's facility. This has been discussed in preliminary meetings with the City of Sapulpa and the project has been approved. The city is working with the team on an alternative path along the railroad right of way, though an existing easement may be used instead.

Parking

The currently proposed 234 Apartment Units are parked in the following manner:

- 1BR – 1.5 stalls per unit
- 2BR – 2.0 stalls per unit
- 3BR – 2.0 stalls per unit

The currently proposed residential development requires 424 parking stalls. The parking stall size is 9'x18'.

Requirement to Plat

No building permit shall be issued until a plat containing restrictive covenants memorializing the above development standards is prepared and filed in accordance with the City of Sapulpa Subdivision Regulations. Plat plan submittal is being filed concurrently with PUD.

Schedule of Development

Development of the apartment complex is expected to begin in early 2019. Commercial development will proceed per market conditions.

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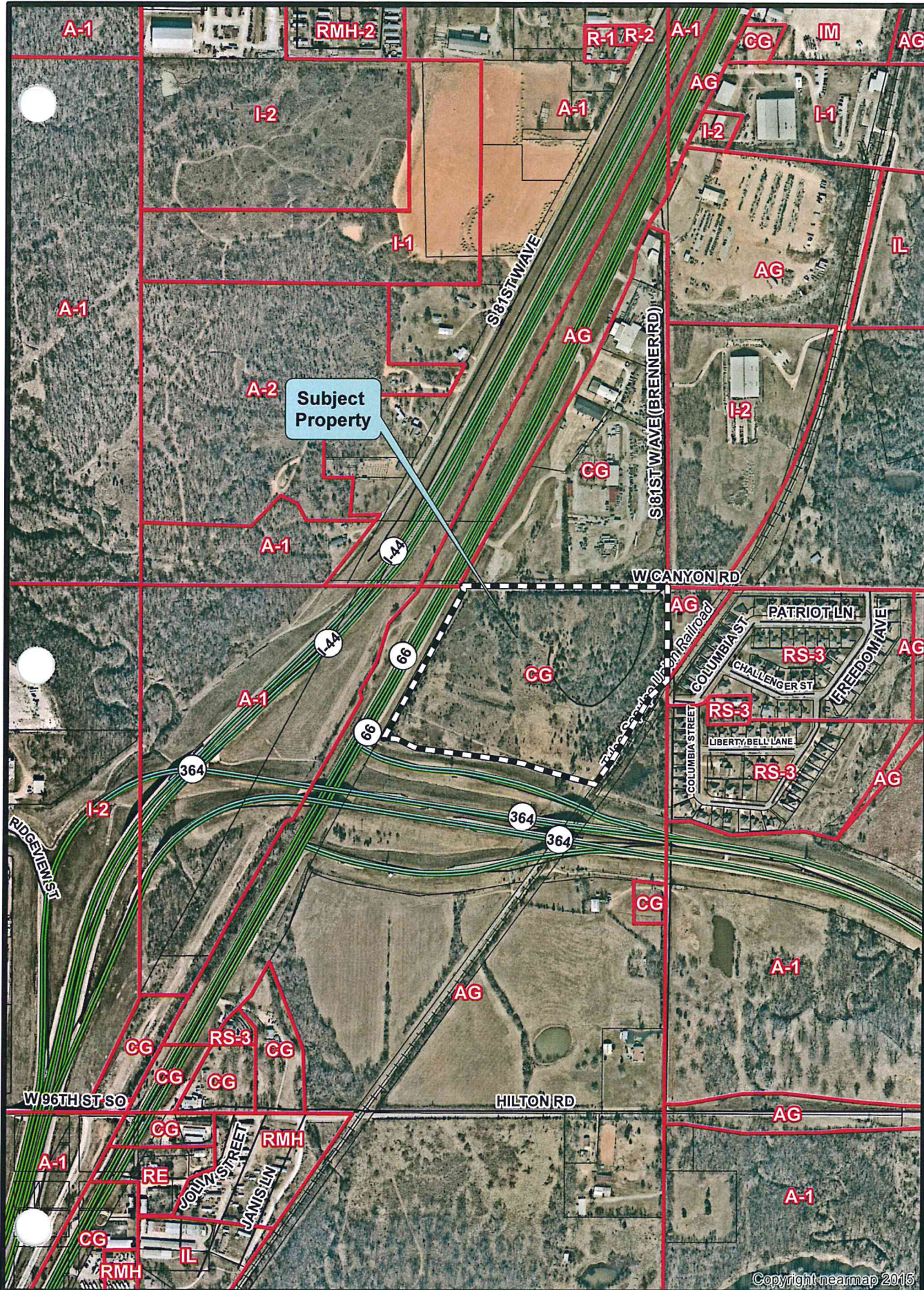
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Legend

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

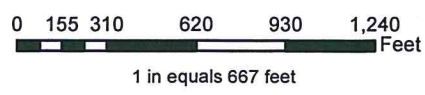


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Property Description

Property located in Sec 24, T18N, R11E, consisting of approx 23 acres, Sapulpa, Creek County, Oklahoma. See deed for full legal description. E-911: None Assigned Currently.



Map Prepared by: City of Sapulpa Date: 7/17/2018

Source Data: Creek County Assessors City of Sapulpa, Incog



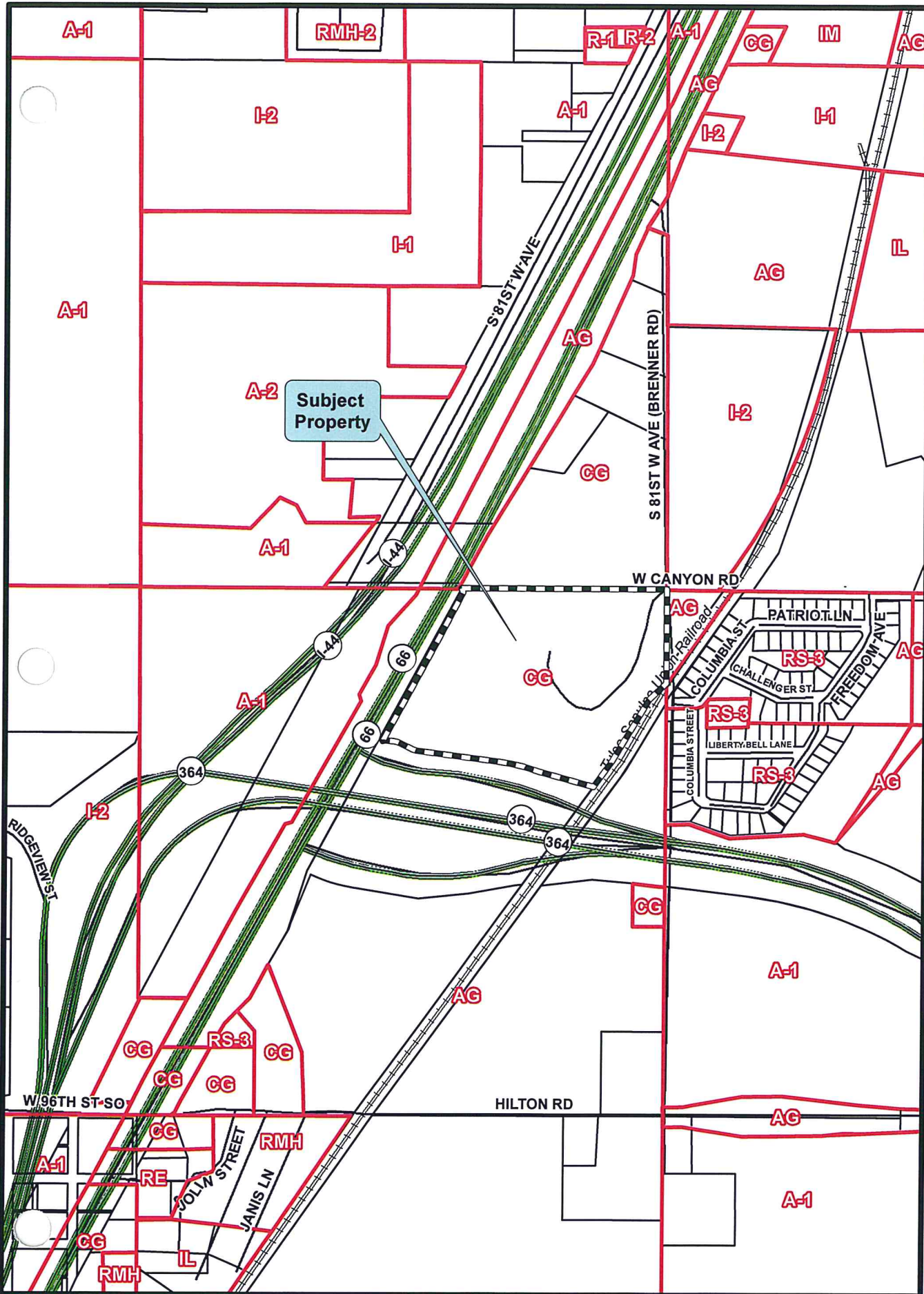
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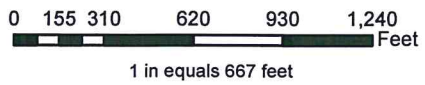
Legend

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



Property Description

Property located in Sec 24, T18N, R11E, consisting of approx 23 acres, Sapulpa, Creek County, Oklahoma. See deed for full legal description.
 E-911: None Assigned Currently.



Map Prepared by:
 City of Sapulpa
 Date: 7/17/2018

Source Data:
 Creek County Assessors
 City of Sapulpa, Incog





AGENDA ITEM

Community Development 9.B.

City Council Regular

Meeting Date: December 17, 2018

Submitted By: Nikki White, Urban Development Director

Department: Planning & Development

Presented By: Nikki White

SUBJECT:

Discussion and possible action regarding the application by Rex Jacobs for a Specific Use Permit, SUP-026, to allow a Commercial Medicinal Marijuana Dispensary located at 617 North Mission Street, Sapulpa, Oklahoma.

BACKGROUND:

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

The proposed Medical Marijuana Dispensary is located at the Southeast corner of East Perkins Avenue and North Mission Street. The property has two tenant spaces. The first tenant space is "The Painting Gypsy", a ceramics shop and the second is the proposed dispensary.

RECOMMENDATION:

The Sapulpa Metropolitan Area Planning Commission met on November 27th, 2018 and voted 7-1 to recommend approval to City Council with the following conditions:

1. The Medical Marijuana Dispensary shall be permitted on the premises only. No mobile, moveable or transitory location. The SUP is limited to retail activities allowed by 63 O.S. §420 and does not include growing, processing, or research activities. The SUP is coextensive in term with Applicant's current license from the OMMA for a Retail Dispensary and shall expire automatically upon the expiration, revocation or cancelation of said license.
2. The applicant shall submit a security plan for the location and shall contain the following:
 - Security surveillance cameras installed to monitor all entrances, along with the interior and

exterior of the premises.

- Alarm system which is professionally monitored and operated twenty-four (24) hours a day, seven (7) days a week.
- A locking safe permanently affixed to the premises that shall store all marijuana and cash remaining in the facility overnight.
- All marijuana in whatever form stored at the premises shall be kept in a secure manner and shall not be visible from outside the premises.
- All of the security recordings shall be preserved for at least seven (7) days by the permit holder.

3. Sign restrictions. No pictures, photographs, drawings, or other depictions of marijuana or marijuana paraphernalia shall appear on the outside of the premises nor be visible outside of the premises. The words "marijuana", "cannabis" and any other words used or intended to convey the presence or availability of marijuana shall not appear on the outside of the premises.

4. All necessary building, electrical, plumbing, mechanical, and sign permits must be obtained.

5. The owner and operator of the facility shall use lawful methods in controlling waste or by-products from any allowed activities under the license.

6. The parking lot must be paved with a dust free, all weather surface, striped, and ADA compliant per Chapter 10 of the Zoning Code.

7. The applicants activities must be in compliance with all applicable state and local laws and regulations.

8. No loitering signs shall be posted on the exterior of the premises.

Attachments

SMAPC staff report

Maps and photos



SAPULPA METROPOLITAN PLANNING COMMISSION (SMAPC)
November 27, 2018
STAFF REPORT

FILE: SUP-026 | Specific Use Permit
APPLICANT: Rex A. Jacobs
ADDRESS: 617 North Mission Street
PARCEL: 1430-00-001-000-0-110-00
STR: Section 25, Township 18 North, Range 11 East
LEGAL: Lots Eleven (11) and Twelve (12), Block One (1), Roosevelt Addition to the City of Sapulpa, Creek County, State of Oklahoma, according to the recorded plat thereof
LOT SIZE: 12,500 square feet more or less
ZONING: CG – Commercial General
EXISTING USE: Vacant tenant space
OWNER: Willie Ortiz and Robert Ortiz
CC WARD: Ward #4 Mayor Reg Green and Mr. Craig Henderson
PREPARED BY: Nikki White – Urban Development Director

REQUEST:

The applicant requests a Specific Use Permit to allow a Retail Medicinal Marijuana Dispensary in a CG (Commercial General) zoning district.

APPLICABLE STATE AND MUNICIPAL CODE SECTIONS:

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

BACKGROUND:

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

The subject property is located at the Southeast corner of North Mission Street and East Perkins Avenue. The building has two tenant spaces. The first being “Painting Gypsy”, which is a studio for painting ceramics. The second is the proposed dispensary. The building fronts a primary corridor and appears to meet the “Corridor Design Criteria”.

SURROUNDING LAND USE AND ZONING:

North:	CG Commercial General
East:	CG Commercial General
South:	CG Commercial General
West:	CG Commercial General

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

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

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

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

STAFF RECOMMENDATION:

Recommended motion for SMAPC:

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

1. The Medical Marijuana Dispensary will be permitted on the premises only. No mobile, moveable or transitory locations. The SUP is limited to retail activities allowed by 63 O.S. §420 and does not include growing, processing, or research activities. The SUP is coextensive in term

with Applicant's current license from the OMMA for a Retail Dispensary and shall expire automatically upon the expiration, revocation or cancelation of said license.

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 - b. Alarm system which is professionally monitored and operated twenty-four (24) hours a day, seven (7) days a week.
 - c. A locking safe permanently affixed to the premises that shall store all marijuana and cash remaining in the facility overnight.
 - d. All marijuana in whatever form stored at the premises shall be kept in a secure manner and shall not be visible from outside the premises.
 - e. All of the security recordings shall be preserved for at least seven (7) days by the permit holder.
3. Sign Restrictions: No pictures, photographs, drawings or other depictions of marijuana or marijuana paraphernalia shall appear on the outside of the premises nor be visible outside of the premises. The words "Marijuana", "cannabis" and any other words used or intended to convey the presence or availability of marijuana shall not appear on the outside of the premises nor be visible from outside the premises.
4. All necessary building, electrical, plumbing, and mechanical, sign permits must be obtained.
5. The owner and operator of the facility shall use lawful methods in controlling waste or by-products from any allowed activities under the license.
6. The Applicant's activities must be in compliance with all applicable state and local laws and regulations.

ATTACHMENTS:

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

SUP-026

Rex A. Jacobs
617 S Mission St
Sapulpa, OK 74066

CITY OF SAPULPA
MAP PRODUCTS

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

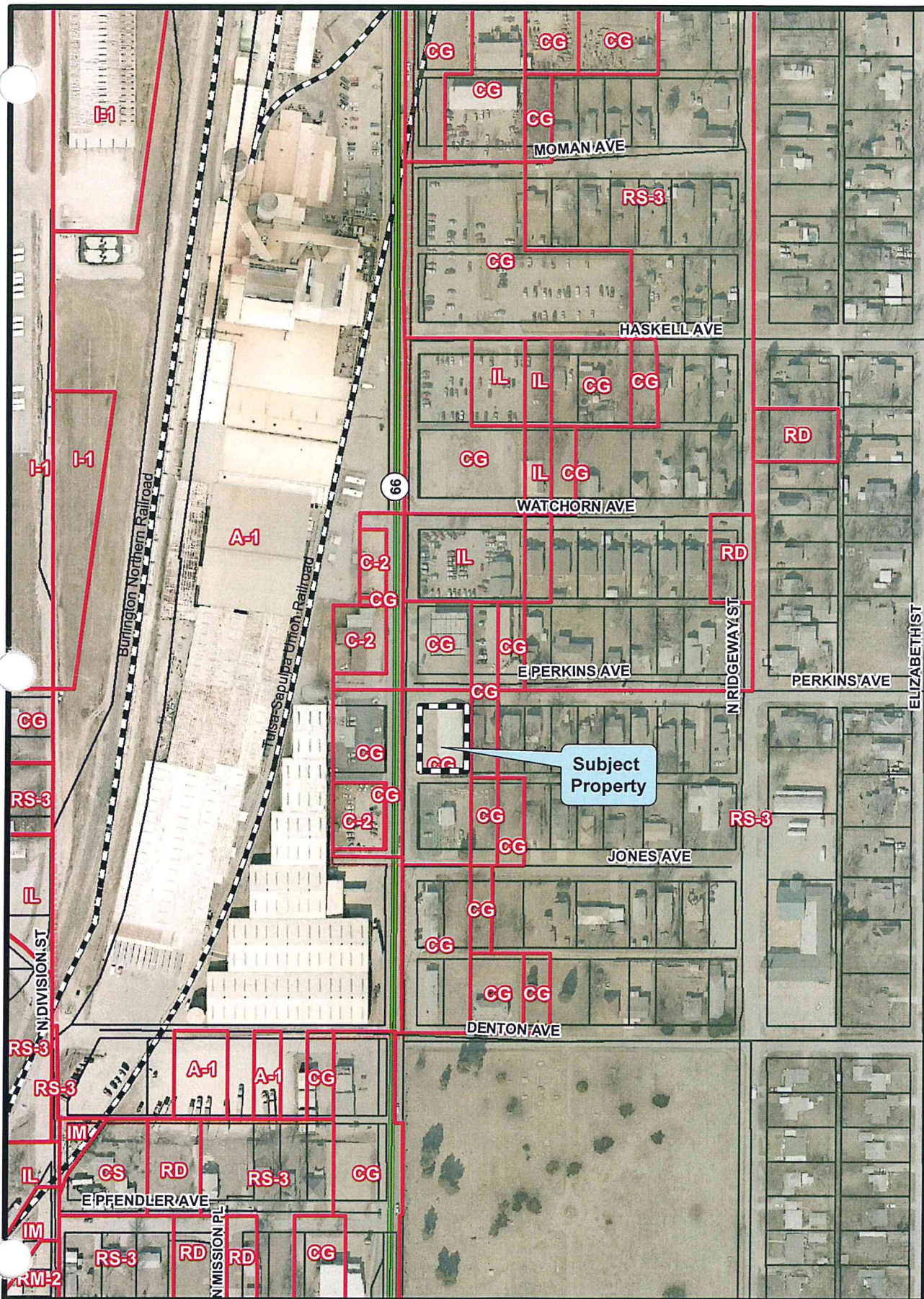
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Legend

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



Property Description

Property located at
Lot 11-12, Block 1,
Roosevelt Addition
AKA: 617 S Mission Street,
Sapulpa, Creek County, Oklahoma



1 in equals 250 feet

Map Prepared by:
City of Sapulpa
Date: 10/3/2018

Source Data:
Creek County Assessors
City of Sapulpa, Incog



SUP-026

Rex A. Jacobs
617 S Mission St
Sapulpa, OK 74066

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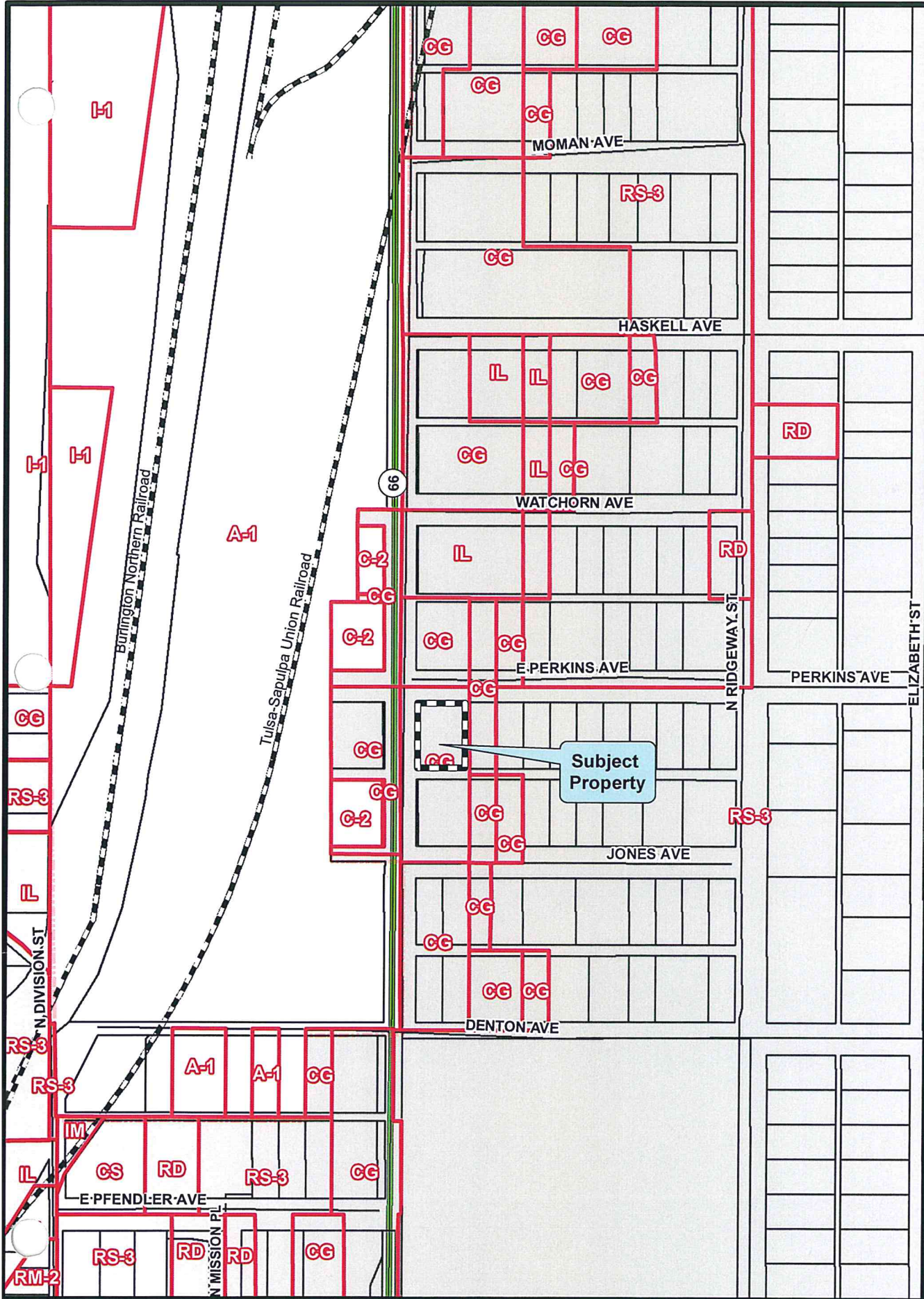
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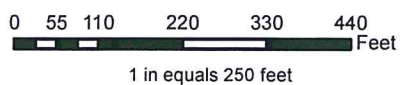
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Map Prepared by:
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Date: 10/3/2018

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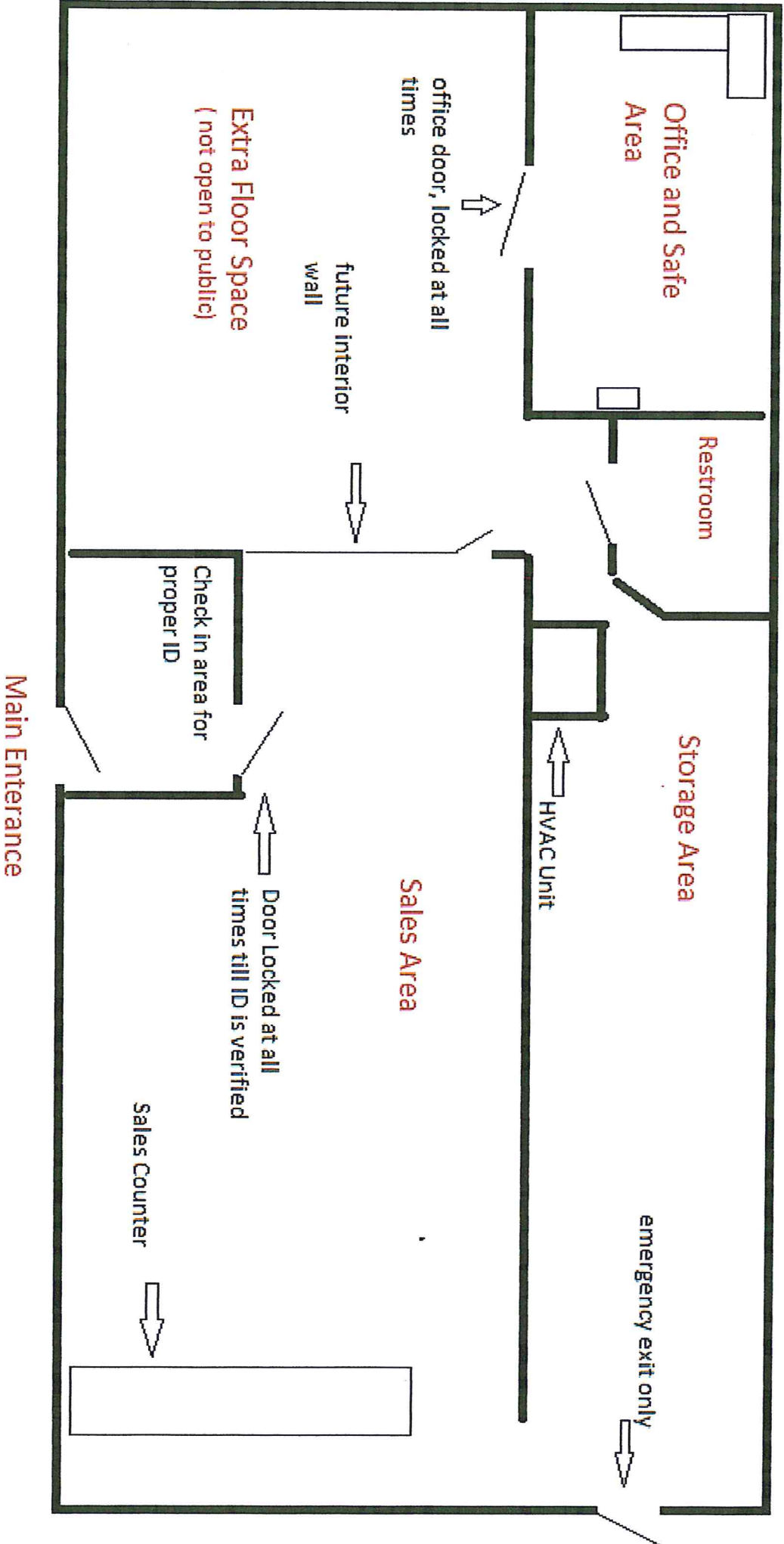


Ounce by Ounce, LLC

617 N. Mission St.

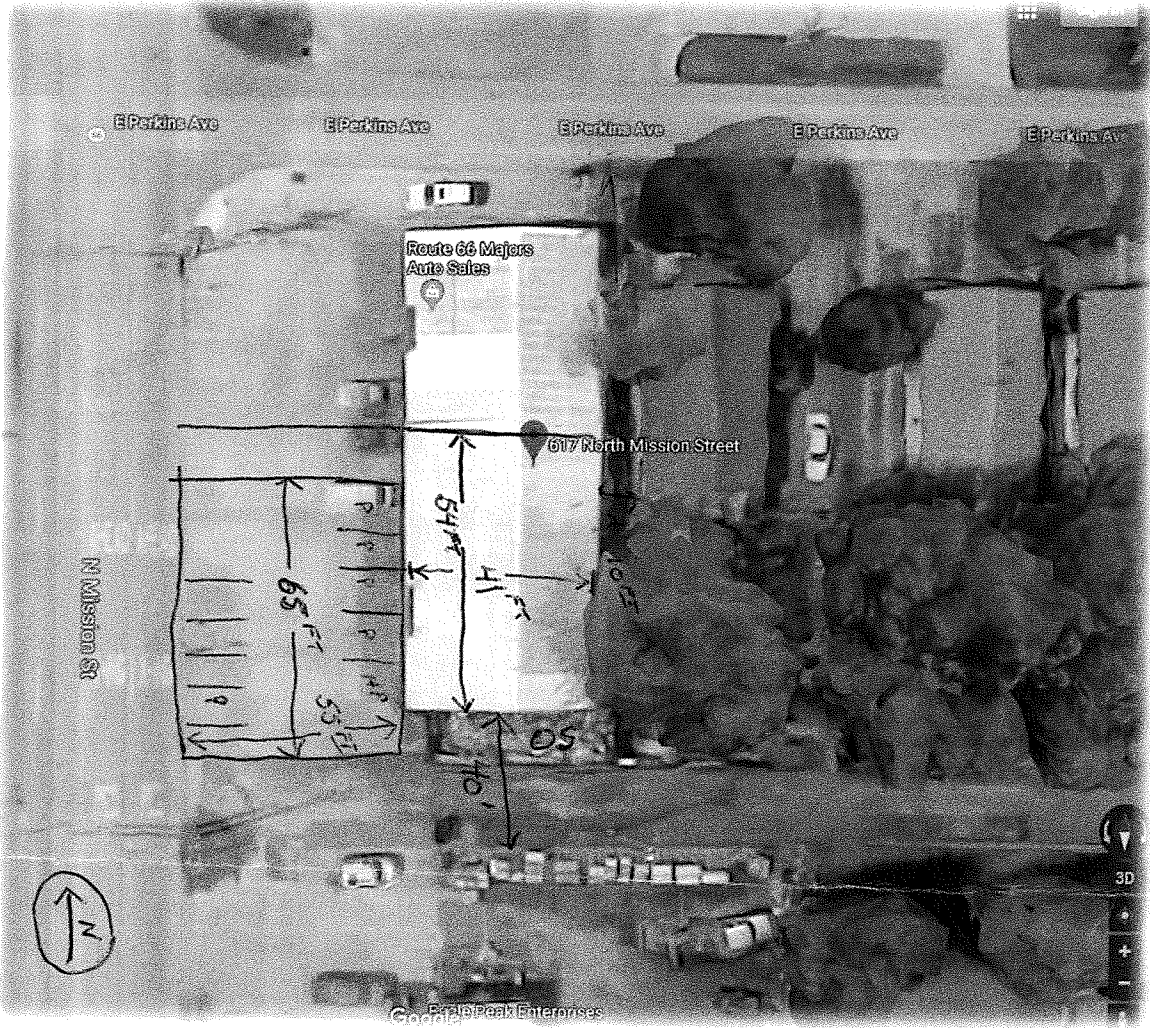
Sapulpa, Ok.

74066



617 N Mission





N Mission St

Route 66 Majors
Auto Sales

617 North Mission Street

65 FT

54 FT

41 FT

40 FT

55 FT



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AGENDA ITEM

Administration 10.A.

City Council Regular

Meeting Date: December 17, 2018

Submitted For: Mike Haefner, Police Chief

Submitted By: Chris Jeffries, Police Department Admin.

Department: Police Department

Presented By: Chief Mike Haefner

SUBJECT:

Discussion and possible action regarding renewal of a Service Agreement with Motorola Solutions for support of the radios used by the officers in the amount of \$14,557.20.

BACKGROUND:

This service agreement is for the period of December 2018 through June 2019. The agreement provides for support of the base, mobile, and hand held radios. We have been in contact with Total Radio and finally have received a notice that they are not able to match or beat the Service Agreement from Motorola.

RECOMMENDATION:

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

Fiscal Impact

Amount: \$14,557.20

To be paid from: Equip. Maint.

Account number: 10-512-351

Attachments

Total Radio Correspondence
Agreement - Motorola

Mike Haefner

From: claverty@totalradioinc.com
Sent: Sunday, November 25, 2018 3:16 PM
To: mhaefner@sapulpapolice.com
Cc: 'Matt Baine'; Alton
Subject: Service Agreement

Importance: High

Chief Haefner,

First, let me apologize for the delay in getting back with you. I was checking into this with Chris Atten, the Motorola CSM, and trying to figure out a way to cut the cost of the Service Agreement.

I thoroughly reviewed the Service Agreement that you sent Matt. I thought I would at least be able to take the subscribers off the contract and save you some money. However, after looking this SA, based on the inventory you sent, I can't beat or even match Motorola's pricing.

Again, I apologize for not getting you an answer sooner. Motorola did give you a pretty good discount. Unfortunately, the main reason for the increase are the new services Motorola added because of joining the OKWIN Core such as the SUAll, software upgrade agreement, and SUS. I can't provide any of these services nor can I support on-site service without Motorola's support. It's just the nature of the new high tech equipment.

I will say that Motorola should have come to you when you were establishing your budget to go over the increase and the additional services so you could prepare for them. I really wish I could have helped mitigate some of this but I don't see how at this point.

Let me know if you have any questions about this or the services on the agreement.

Regards,



Cliff Laverty
President
Total Radio, Inc.

2001 W. Tacoma Street
Broken Arrow, OK 74012
918-663-0172 – O
918-830-0173 – M
918-664-6229 – F
www.totalradioinc.com



1299 E Algonquin Rd
 Attn: National Service Support, IL06 Door # 82
 Schaumburg, IL 60196

SERVICE AGREEMENT

Contract Number: USC000004073
 Contract Modifier: R02-MAR-18 22:06:25

Date: 11/21/2018

Company Name: SAPULPA POLICE DEPT, CITY OF
Attn:
Billing Address: 20 N WALNUT
City, State, Zip: SAPULPA , OK, 74066
Customer Contact: MIKE HAEFNER
Phone: 918-227-5100

Required P.O. : No
 Customer # : 1011855006
 Bill to Tag # : 0002
 Contract Start Date : 01-DEC-2018
 Contract End Date : 30-Jun-2019
 Anniversary Day : Jun 30th
 Payment Cycle : MONTHLY
 PO # :

Qty	Service Name	Service Description	Monthly Ext	Extended Amt
	SVC01SVC1424C	ONSITE INFRASTRUCTURE RESPONSE WITH LOCAL DISPATCH	\$384.92	\$2,694.44
	LSV00S00154A	LOCAL DEVICE SUPPORT	\$93.33	\$653.31
	LSV00S00048A	LOCAL DEVICE SUPPORT	\$20.80	\$145.60
	LSV00S00046A	LOCAL DEVICE SUPPORT	\$293.33	\$2,053.31
	SVC01SVC1420C	SP - LOCAL INFRASTRUCTURE REPAIR	\$212.81	\$1,489.67
	SVC04SVC0178A	SYS UPGRADE AGRMT II-SITE	\$685.09	\$4,795.63
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$31.99	\$223.93
	LSV01S00493A	ASTRO SYS ESS AR	\$357.33	\$2,501.31
Subtotal - Recurring Services			\$2,079.60	\$14,557.20
Subtotal - One-Time Event Services			\$0.00	\$0.00
Total			\$2,079.60	\$14,557.20
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA				

SPECIAL INSTRUCTIONS:

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Contract Number: USC000004073
Contract Modifier: R02-MAR-18 22:06:25

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
------------------------------------	-------	------

MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE
-------------------------------------	-------

Company Name : SAPULPA POLICE DEPT, CITY OF
Contract Number : USC000004073
Contract Modifier : R02-MAR-18 22:06:25
Contract Start Date : 01-Dec-2018
Contract End Date : 30-Jun-2019



SERVICE AGREEMENT

1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

Contract Number: USC000004073
Contract Modifier: R02-MAR-18 22:06:25

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE



1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
Schaumburg, IL 60196

SERVICE AGREEMENT

Contract Number: USC000004073
Contract Modifier: R02-MAR-18 22:06:25

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (https://www.bls.gov/regions/mountain-plains/news-release/consumerpriceindex_midwest.htm), All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR**



1299 E Algonquin Rd
Attn: National Service Support, IL06 Door # 82
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SERVICE AGREEMENT

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THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.



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Contract Modifier: R02-MAR-18 22:06:25

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 ~~THIS AGREEMENT WILL RENEW FOR AN ADDITIONAL ONE (1) YEAR TERM ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.~~
Terminates June 30, 2019, unless a new agreement is entered into between the parties.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



AGENDA ITEM

Administration 10.B.

City Council Regular

Meeting Date: December 17, 2018

Submitted By: Rick Rumsey, Assistant City Manager

Department: Assistant City Manager

Presented By: Rick Rumsey

SUBJECT:

Discussion and possible action regarding Addendum B to Consent Order 12-046 concerning Basins No. 2 and No. 4 Wastewater Treatment Facility Construction Project.

BACKGROUND:

On December 5, 2018 the Oklahoma Department of Environmental Quality approved amending Consent Order 12-046 to allow the City to complete construction of the current improvement project by August 1, 2019. This Addendum requires formal recognition and acceptance by the City.

RECOMMENDATION:

Staff recommends Council accept extension and authorize Mayor to execute Addendum B.

Attachments

ODEQ Letter

Addendum B



SCOTT A. THOMPSON
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN
Governor

December 5, 2018

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

The Honorable Reg Green, Mayor
c/o Rick Rumsey, Assistant City Manager
City of Sapulpa
P.O. Box 1130
Sapulpa, Oklahoma 74067-1130

Re: Consent Order 12-046 - Addendum B - Reoffer
City of Sapulpa Wastewater Treatment Facility
Facility No. S-20466
OPDES Permit No. OK0043974
Problem(s): Discharge without a Permit

Dear Mayor Green:

Enclosed is the proposed Addendum to Consent Order 12-046 that reflects the new agreement reached between City of Sapulpa (Respondent) and the Department of Environmental Quality (DEQ). The Consent Order is being amended to allow Respondent additional time to construct the proposed improvements outlined in Construction Permit No. SL000019150829.

Please sign and mail the original to me at: Department of Environmental Quality, Water Quality Division, P.O. Box 1677, Oklahoma City, Oklahoma 73101-1677. **A copy of the file stamped signed original will be returned to you.** If this Addendum is not signed and returned to DEQ within thirty (30) days of receipt, DEQ will pursue other enforcement actions to ensure compliance.

If you have any questions or comments concerning this Addendum, please contact Travis Archer, P.E., District Engineer, Municipal Wastewater Enforcement Section, Water Quality Division, DEQ, at (405) 702-8109 or write to Mr. Archer at the letterhead address.

Sincerely,

A handwritten signature in blue ink that reads 'Shellie R. Chard'. The signature is written in a cursive style.

Shellie R. Chard, Director
Water Quality Division
Department of Environmental Quality

Enclosure



ADDENDUM B

On February 20, 2013, the City of Sapulpa ("Respondent") and the Department of Environmental Quality ("DEQ") agreed to Consent Order 12-046, which required the Respondent to conduct a Sewer System Evaluation Survey ("SSES") within Basins 2 and 4 of the Respondent's wastewater collection system and to make improvements that would reduce inflow and infiltration ("I/I") and eliminate unpermitted discharges from the wastewater collection system.

On March 9, 2015, Respondent submitted an engineering report ("ER") to DEQ which included the results of the post-construction flow study of Basins 2 and 4, as required by Task E. The ER proposed construction of a 1.6 million gallons per day ("MGD") lift station to replace the existing gravity interceptor from Basins 2 and 4, construction of 3,514 linear feet of 12-inch force main from the new lift station to the wastewater treatment facility ("WWTF") influent line and 1,514 linear feet of 15-inch gravity sewer line to convey wastewater to the new lift station. On July 14, 2015, DEQ approved the ER. On October 2, 2015, DEQ received plans and specifications ("P&S") for the proposed improvements outlined in the approved ER. On November 9, 2015, DEQ issued Construction Permit No. SL000019150829 to the Respondent for construction of the proposed improvements.

On November 7, 2016, DEQ received an addendum request and proposed schedule from the Respondent. The addendum request stated that the former City Manager who negotiated the proposed easements passed away prior to the easement documents being executed. The addendum request stated that Respondent had been unable to renegotiate the easements with the property owners and that Respondent now needed to redesign and resubmit plans and specifications for the proposed improvements outlined in the approved ER. On January 11, 2017, DEQ and Respondent agreed to Consent Order 12-046, Addendum A. On March 2, 2017, DEQ received a copy of the minor modifications to the approved P&S.

On January 16, 2018, DEQ received a second addendum request from Respondent. The second addendum request stated that since the redesign of the lift station location, the Respondent has been in negotiations with all property owners to acquire the necessary rights-of-way. The second addendum request also outlined that rights-of-way have been obtained for all but one property and that Respondent has taken legal action to assist in the acquisition of the remaining easement. The second addendum request stated that this remaining easement was anticipated to be procured by March 9, 2018. On October 2, 2018, DEQ received a copy of a signed Notice to Proceed for the construction permitted in Permit to Construct SL000019150829, indicating that construction was to commence on or before August 17, 2018. This Addendum is necessary to allow Respondent additional time to complete the right-of-way acquisition and construction of the proposed improvements approved and outlined in Permit to Construct No. SL000019150829.

Pursuant to Paragraph 23 of the Consent Order, Respondent and DEQ mutually agree to add Paragraph 2.a. and to amend Paragraph 15 and 27 as follows:

City of Sapulpa
 Consent Order 12-046 - Addendum B - Reoffer
 Facility No. S-20466

2.a. From April 2015 through August 2018, Respondent reported to DEQ the following unpermitted discharges from its collection and treatment system, also commonly referred to as bypasses or sanitary sewer overflows (“SSOs”):

Bypass Date	Duration (Hrs)	Location	Amount (Gals)	Cause
4/1/2015	2.00	215 S. Birch	1,000	Grease
4/24/2015	0.80	1236 Terrace Dr.	100	Wipes
4/30/2015	4.20	460 Galaxy Rd.	100	Roots
5/1/2015	2.60	831 S. Water	10	Grease & baby wipes
6/3/2015	1.70	909 Lukor Ln.	20	Roots
6/18/2015	10.60	101 N. Watchorn*	2,000	Rain
6/18/2015	24.50	1100 S. Maple	**	Flooding
7/6/2015	1.30	935 S. Mission	50	Unknown
7/6/2015	18.60	1705 Kingsway	**	Damaged Main
7/10/2015	0.00	500 N. Hickory	100	**
7/10/2015	0.70	437 N. Moccasin Pl.	25	Roots
11/27/2015	4.60	Lincoln & Watchorn	2,000	Rain
11/27/2015	4.60	102 N. Watchorn	2,000	Rain
12/9/2015	0.50	940 N. Moccasin Pl.	500	Roots
12/21/2015	2.00	502 W. Teel	50	Grease
12/27/2015	44.00	101 N. Watchorn*	2,000	Flooding
12/27/2015	0.00	300 Blk. S. Watchorn	**	Rain
12/29/2015	0.80	1100 Blk. E. Cobb	**	Rain
1/11/2016	0.80	Adams & McLead	200	Grease
1/29/2016	4.00	Freedom Elementary School*	1,000	Flood waters
2/2/2016	0.40	N. Hickory & W. Line Ave	100	Grease
2/15/2016	0.80	Block of East Burnham	2,003	Grease & flushable wipes
2/15/2016	0.70	Block of E. Goodykoontz - In Street	100	Cleaned up stream-excess water
2/26/2016	65.00	1013 S. Moccasin Pl.*	**	Roots
3/13/2016	2.10	1013 S. Moccasin Pl.*	200	Roots
3/16/2016	2.10	1013 S. Moccasin Pl.*	200	Roots
4/23/2016	2.00	2020 S. Cedar	200	Collapsed Main
5/16/2016	4.80	Hwy 166 & Frankhoma Rd.*	1,000	Roots
5/26/2016	24.00	Freedom Elementary School*	200	Unknown
6/6/2016	0.70	Hwy 166 & Frankhoma Rd.*	200	Roots
7/28/2016	0.00	Park & Thompson*	1,000	Collapsed pipe
7/28/2016	175.00	Park & Thompson*	5,000	Deteriorating manhole

City of Sapulpa
 Consent Order 12-046 - Addendum B - Reoffer
 Facility No. S-20466

Bypass Date	Duration (Hrs)	Location	Amount (Gals)	Cause
8/9/2016	0.40	1118 E. McKinley Ave.	25	Grease & detergent
8/19/2016	0.00	Oak & Dewey	500	Main piped directly into storm line
8/25/2016	1.30	1328 E. Haskell	200	Roots
2/5/2017	2.00	9905 Frankhoma Rd.	1,000	Roots & food wrappers
2/8/2017	22.00	1222 N. Moccasin St.	2,000	Grease & detergents
3/8/2017	0.50	303 Moccasin Ln.	25	Unknown
3/8/2017	0.40	1425 New Sapulpa Rd. - Freddies Steak House	**	Grease
3/16/2017	0.80	818 N. Moccasin St.*	100	Roots & grease
3/16/2017	0.60	818 N. Moccasin St.*	100	Roots & grease
3/22/2017	0.70	1115 E. Teresa Ave.		Roots
4/2/2017	1.50	1217 N. Main St.	50	Roots
4/20/2017	1.50	4 Woodland Rd.	100	Roots
5/21/2017	2.80	W. 91st & S. 33rd W. Ave	46,410	Equipment failure
5/23/2017	1.20	730 E. Taft	50	Grease
6/12/2017	0.80	940 N. Moccasin St.	100	Roots
6/15/2017	0.90	1842 S. Muskogee St.	100	Roots
8/9/2017	46.00	1705 Kings Way	816,000	Collapsed line
11/21/2017	0.60	402 N. Hickory	100	Roots
12/26/2017	1.10	Atlas Dr.	100	Grease
12/29/2017	0.50	1228 E. Jackson Ave.	50	Grease & roots
1/1/2018	2.00	1319 S. Adams	50	Roots
1/11/2018	1.50	1000 S. Moccasin Pl.	100	Roots
2/14/2018	25.00	Park & Thompson*	5,000	Broken pipe
2/14/2018	3.00	1120 E. Melinda Rd.	50	Plumber error
3/1/2018	0.60	402 S. Poplar St.	200	Damaged line
3/3/2018	45.00	10 N. Poplar St.*	10	Damaged line
3/5/2018	0.70	1017 S. Quanah*	200	Roots
3/10/2018	1.00	468 W. Fairlane Dr.	50	Roots
3/19/2018		119 W. Ross Ave.*	25	Plumbing issue
3/28/2018	0.60	1411 E. McKinley Ave.	15	Defective line
3/31/2018	1.20	1107 S. Quanah*	50	Roots
4/2/2018	2.40	Old Lazy H Lift Station	250	Roots
4/3/2018	0.00	802 N. Ross*	25	Unknown
4/9/2018	0.60	1020 E. Jackson Ave. N.	100	Defective main
4/9/2018	0.00	10 N. Poplar St.*	15	Defective line
4/16/2018	18.40	1900 S. Independence	15	Roots
5/8/2018	0.00	411 E. Fern Ave.	5	Unknown

Bypass Date	Duration (Hrs)	Location	Amount (Gals)	Cause
5/9/2018	0.40	129 E. Jackson Ave. S.	20	Unknown
5/17/2018	22.00	Behind WWTP	15,000	Blockage in main
5/18/2018	0.00	1316 E. Perkins Ave.	75	Unknown
6/30/2018	0.80	1210 E. Davis Ave.	50	Roots
7/23/2018	0.50	1442 E. Denton Ave.	20	Roots
8/19/2018	1.20	8912 S. 33rd W. Ave.	400	Rain
8/21/2018	0.00	9925 W. 91st	5	Collapsed main

*Chronic bypass location.

**Incomplete information.

15. The Respondent will complete the following tasks by the dates specified below:

Task	Date
A. Complete SSES within Basins 2 and 4 in accordance with the ER approved on November 3, 2011, and submit an approvable engineering report to DEQ describing the results of the SSES and proposing actions to eliminate I/I into and unpermitted discharges from the wastewater collection system. The report shall include a schedule to implement its recommendations that may be used to amend this Order. The report shall comply with the requirements of OAC 252:656-3-4 and demonstrate that all proposed construction will comply with the requirements of OAC 252:656. If outside funding will be required to accomplish the recommendations of the engineering report, it must also comply with the guidelines promulgated by the Funding Agency Coordinating Team, which can be found at the following website: www.owrb.state.ok.us/financing/faforms.php	Complete
B. If required by the approved ER from Task A, submit approvable P&S, an application for a construction permit, and the associated fees for the construction of the collection system improvements proposed in the approved ER.	Complete
C. Begin construction in accordance with approved P&S from Task B.	Complete
D. Complete construction in accordance with approved P&S from Task B. Respondent shall notify DEQ in writing about the completion date in sufficient time that DEQ can attend and participate in the final construction inspection.	Complete
E. Begin a post construction flow study of Basins 2 and 4 in accordance with the ER approved on November 3, 2011.	Complete

Task	Date
F. Submit an approvable ER describing the post-construction flow study in Basins 2 and 4 from Task E. The ER must at least address the following: <ul style="list-style-type: none"> • Sizing of the Basin No. 4 gravity interceptor. • Sizing of a lift station and force main that would replace the gravity line in the Pole Cat Creek flood plain. 	Complete
G. If required by the ER from Task F, submit approvable P&S, an application for a construction permit, and the associated fees for construction of the collection system improvements proposed in the approved ER.	Complete
H. Begin construction in accordance with approved P&S from Task G.	Complete
I. Complete construction in accordance with approved P&S from Task G. Respondent shall notify DEQ in writing about the completion date in sufficient time that DEQ can attend and participate in the final construction inspection.	August 1, 2019
J. Attain twelve (12) consecutive months of compliance with the OPDES Permit as demonstrated by the elimination of chronic SSOs.	August 1, 2020
K. Submit a report to the DEQ summarizing compliance history and reporting total cost of the project.	September 1, 2020

NOTE: All construction must comply with OAC 252:656

27. Unless otherwise specified, any report, notice or other communication required under this Consent Order must be in writing and must be sent to:

For DEQ:

Toby Harden, E.I., District Representative
 Municipal Wastewater Enforcement Section
 Water Quality Division
 Department of Environmental Quality
 P.O. Box 1677
 Oklahoma City, Oklahoma 73101-1677

For Respondent:

Rick Rumsey, Assistant City Manager
 City of Sapulpa
 P.O. Box 1130
 Sapulpa, Oklahoma 74067-1130

City of Sapulpa
Consent Order 12-046 - Addendum B - Reoffer
Facility No. S-20466

This Addendum will be attached to the Order and Addendum thereto. All other terms of the previously issued Order and Addendum thereto are binding as written.

This Addendum becomes effective on the date of the later of the two signatures below.

FOR CITY OF SAPULPA:

FOR DEPARTMENT OF
ENVIRONMENTAL QUALITY:

REG GREEN
MAYOR

SCOTT A. THOMPSON
EXECUTIVE DIRECTOR

DATE

DATE





AGENDA ITEM

Administration 10.C.

City Council Regular

Meeting Date: December 17, 2018

Submitted For: Joan Riley, City Manager

Submitted By: Amy Hoehner, Legal Assistant

Department: City Manager

Presented By: Joan Riley, Chief Mike Haefner, Chief David Taylor

SUBJECT:

Discussion and possible action to approve Equipment Lease-purchase Agreement with Motorola Solutions , Inc. for Installation and Maintenance of a Computer Aided Dispatch (CAD) System for a total cost of \$747,074.65.

BACKGROUND:

This item is presented following a presentation to the Administration & Finance Committee on December 12, 2018. The Agreement is a 7 year lease-purchase with annual payments of \$106,724.95 beginning January 1, 2020 and ending January 1, 2026. For further information please see attached documents.

RECOMMENDATION:

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

Attachments

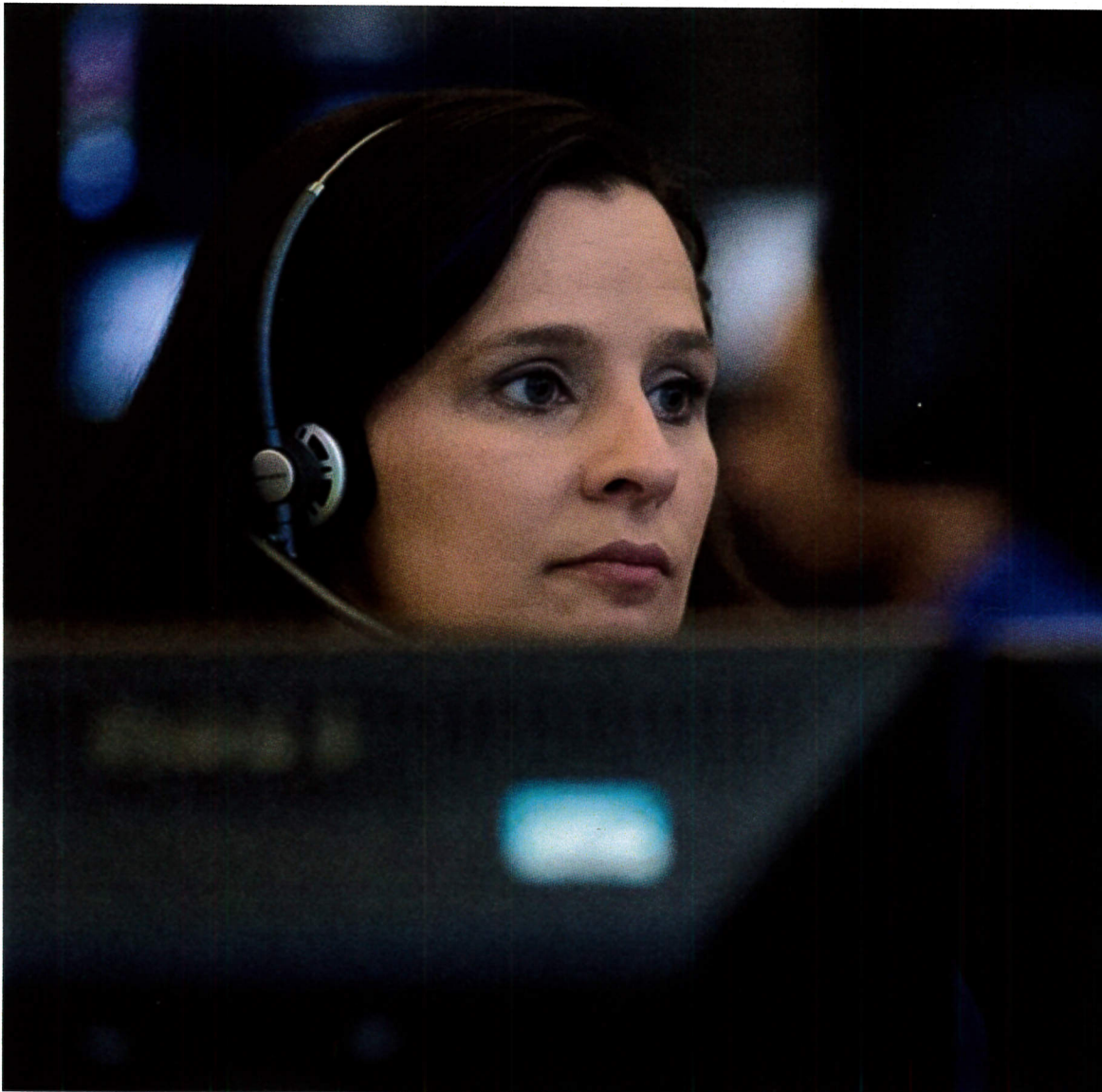
CAD Presentation

Motorola Letter

Lease-Purchase Agreement

Schedule A to Agreement

Schedule B to Agreement



The City of
Sapulpa
Oklahoma's
Most Connected City

Police and Fire Department
Technology Objectives
December 12th 2018

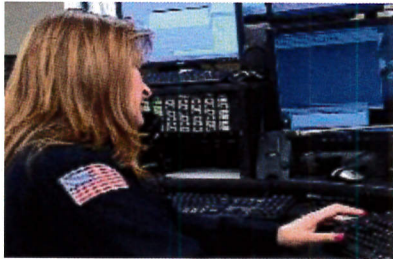




Increase Officer Safety



Increase Community Safety



Increasing Efficiency



Decrease Liability



Increasing Officer Safety

Currently

- No In-Car mobile consoles
- No access to call and Record notes (Person and premise flags and warnings)
- No real time call notes
- Officers unprepared responding to a violent situation
- No integration for quick backup.

Increasing Community Safety

Currently

- Limited access to usable crime data
- Hot Spots for crimes, assaults, theft, etc.
- Pen and paper forces officers to spend extra time in the office/not the field
- No agency wide messaging: Be on the Look Out & Amber Alerts
- Limited Traffic reporting, accident trends and analysis.

Increasing Efficiency

Currently

- Pen and Paper
- Driving back to the office to complete reports
- Swivel chair dispatching
- Redundant data entry
- Radio traffic
- Searching multiple databases

Decreasing Liability

Currently

- Delayed Response times
- No way to tracking officer vehicles, routing, direction & speed
- Paper trail: No central location for audio, video, and picture files
- Dispatchers overtasked with managing animal control and jail
- No way of tracking sex offender locations, in relation to schools, and residences

**How will technology address the current
challenges for Public Safety**

Increasing Officer Safety

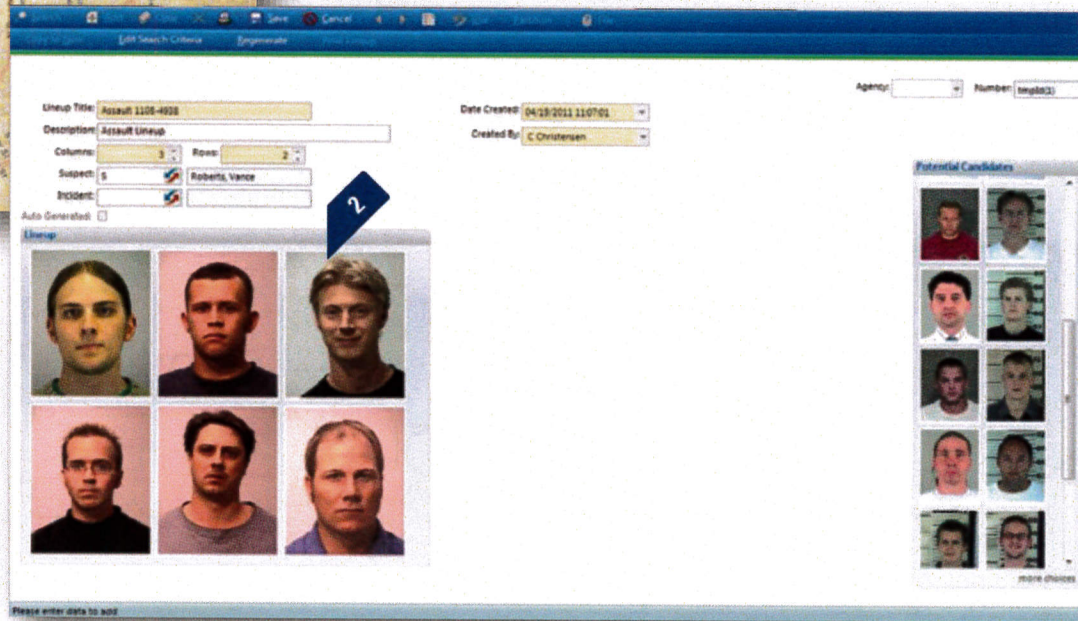
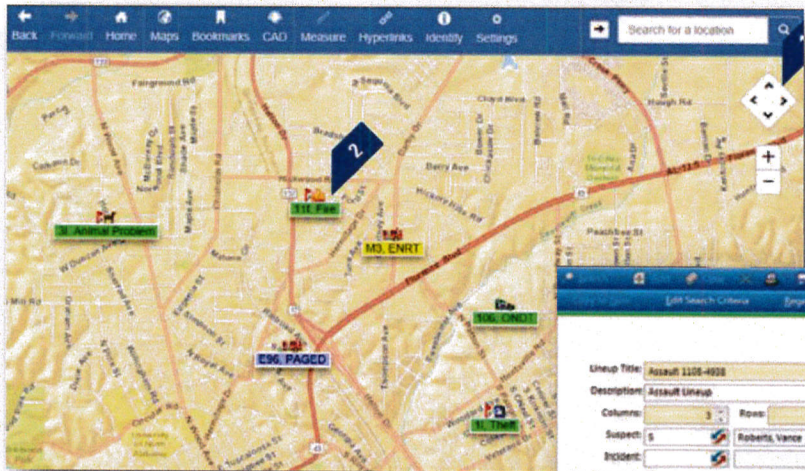
Technology Upgrade

- In-Car Consoles w/access to real time information like Flags and Warnings (Gang member, known to be Armed, Arrest Warrant)
- Mapping: Nearest backup, fire hydrants, building schemes.
- Spillman Voiceless dispatch frees up radio traffic

Increasing Community Safety

Technology Upgrade

- Analyze where crime trends are throughout the community.
- Field Reporting keeps officers in neighborhoods discouraging crime.
- Alerts: Officers can quickly send a mass message to all mobile units with all critical information needed for a fast response.
- Spillman can track traffic information, to discourage speeding and DUI's.



Partnering with Spillman Technologies



- 38 years 2000+ Agencies in 48 States
- 98% Retention Rate
- 40 Agencies throughout the State of Oklahoma, Rogers County, Pontotoc County, Sand Springs
- Developed for Multi-Jurisdictional use



R O I

- Unlimited upgrades to Spillman- licensed software at no additional cost
- Site Licensing
- Investing millions of research and design dollars into our products every year
- Approximately 80% of our product enhancements come directly from customer recommendations



City of Sapulpa: Lease Purchase Option

Dec 2018 Contract Signing

Interest Rate: 4.45%

Ongoing Maintenance: ~~Yearly Increase~~

Payment Terms: ~~First Payment Jan 1, 2019~~

Incentive

1.45%

0% Held Flat

Deferred 12 mo.

Savings

\$52,618

\$43,772

Jan 1, 2020

Lease/Purchase Summary

Total Cost of Software, Services and Hardware: \$413,183

Total Cost of Maintenance: (No Increase) \$292,380

Total leased amount: \$705,563

7 Year Lease Terms

Payment

Dec 2018 (Contract Signing)

\$0

Jan 2020

\$106,725

2021

\$106,725

2022

\$106,725

2023

\$106,725

2024

\$106,725

2025

\$106,725

2026

\$106,725



12/5/18

City of Sapulpa
PO Box 1130
Sapulpa OK 74067

RE: Municipal Lease # 24515

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the [radio equipment] to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24515 are valid for contracts that are executed and returned to Motorola on or before **December 21, 2018**. After **12/21/18**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

A handwritten signature in blue ink, appearing to read 'Bill Stancik', with a stylized flourish at the end.

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address City of Sapulpa

- E-mail Address: _____
- Attention: _____
- Phone: _____

2. Lessee County Location: _____

3. Federal Tax I.D. Number _____
4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: _____
5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address

- Phone: _____
- Fax: _____

7. Payment remit to address: **Motorola Solutions Credit Company LLC**
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24515

LESSEE:

City of Sapulpa
PO Box 1130
Sapulpa OK 74067

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee").

LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss") , Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts,

covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of December, 2018.

LESSEE:
City of Sapulpa

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____
Title: _____

By: _____
Title: Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the City of Sapulpa, an entity duly organized and existing under the laws of the **State of Oklahoma** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24515**, between City of Sapulpa and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of City of Sapulpa , hereto this ____ day of December 2018.

By: _____
(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24515 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for City of Sapulpa

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A 24515
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24515** ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 84 Months

Commencement Date: January 1, 2019

First Payment Due Date: January 1, 2020

7 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Equipment & Software Information per agency

Sapulpa Fire Department	
Quickest Route	Mobile AVL and Mapping
Spillman Touch	Mobile Voiceless CAD
ERS Fire and EMS Records Interface	Fire Alerting Interface (Mach, Locution, or Westnet)

Sapulpa Police Department	
Barcode Equipment Bundle - <i>hardware</i>	Mobile AVL and Mapping
CAD	Mobile Field Report with Field Interview
CAD Mapping	Mobile Records
Driver License Scanning	Mobile State & National Queries
E9-1-1 Interface	Mobile Voiceless CAD
Equipment Maintenance	Oklahoma IBR Interface
Etherlite - <i>hardware</i>	Oklahoma StateLink Interface
Evidence Barcode and Auditing	Personnel Management
Evidence Management	Pin Mapping
GIS Server - <i>hardware</i>	Quickest Route
Hub	Rapid Notification
Imaging	Sentryx GIS (Geobase)
Incode Courts Interface	Server - Windows (51-100) concurrent-
Jail Management	<i>hardware</i> Spillman Touch
Law Records	Traffic Information
Learning Management System	Digiticket Interface
LiveScan Fingerprinting Interface	

City of Sapulpa (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 1.450%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Lease	1/1/2019	\$ 705,563.00	1		
2 Lease Payment	1/1/2020	\$ 106,724.95	7	Annual	1/1/2026

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Lease Payment	Interest	Principal	Balance
Lease	1/1/2019				\$705,563.00
1	1/1/2020	\$ 106,724.95	\$ 10,230.66	\$ 96,494.29	\$609,068.71
2	1/1/2021	\$ 106,724.95	\$ 8,831.50	\$ 97,893.45	\$511,175.26
3	1/1/2022	\$ 106,724.95	\$ 7,412.04	\$ 99,312.91	\$411,862.35
4	1/1/2023	\$ 106,724.95	\$ 5,972.00	\$100,752.95	\$311,109.40
5	1/1/2024	\$ 106,724.95	\$ 4,511.09	\$102,213.86	\$208,895.54
6	1/1/2025	\$ 106,724.95	\$ 3,028.99	\$103,695.96	\$105,199.58
7	1/1/2026	\$ 106,724.95	\$ 1,525.37	\$105,199.58	\$ -
Grand Totals		\$ 747,074.65	\$ 41,511.65	\$705,563.00	

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$633,294.44 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 4.31%. Such issue price and yield will be stated in the applicable Form 8038-G.

INITIAL INSURANCE REQUIREMENT: \$705,563.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24515** to that Equipment Lease Purchase Agreement number **24515** will be maintained by the City of Sapulpa as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

Town, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24515** , City of Sapulpa , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 24515 to that Equipment Lease Purchase Agreement number 24515. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24515 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

2. Why is the equipment essential to the operation of **City of Sapulpa**?

3. Does the equipment replace existing equipment?
If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?
If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease #24515) held on or before December _____, 2018, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Sapulpa (Lessee) and Motorola Solutions, Inc. (Lessor).

2. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.

3. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Information Return for Tax-Exempt Governmental Bonds

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)
► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name		2 Issuer's employer identification number (EIN)
City of Sapulpa		
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
PO Box 1130		
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)
6 City, town, or post office, state, and ZIP code		7 Date of issue
Sapulpa OK 74067		1/1/2019
8 Name of issue		9 CUSIP number
Equipment Lease-Purchase Agreement 24515		
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety	633,294.44	14
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ►		18
19a If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>	
b If bonds are BANs, check only box 19b	<input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box	<input checked="" type="checkbox"/>	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	1/1/26	\$ 633,294.44	\$ 633,294.44	7 years	4.31 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)		
22 Proceeds used for accrued interest		22
23 Issue price of entire issue (enter amount from line 21, column (b))	633,294.44	23
24 Proceeds used for bond issuance costs (including underwriters' discount)		24
25 Proceeds used for credit enhancement		25
26 Proceeds allocated to reasonably required reserve or replacement fund		26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V		27
28 Proceeds used to refund prior taxable bonds. Complete Part V		28
29 Total (add lines 24 through 28)	633,294.44	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.		
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	_____	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	_____	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box ▶		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ _____ Signature of issuer's authorized representative	Date	▶ _____ Type or print name and title
--	------	---

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
Firm's name ▶				Firm's EIN ▶
Firm's address ▶				Phone no.

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24515

Lease Schedule A No. : 24515

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24515. See Schedule A for a detailed Equipment List.

LESSEE:

City of Sapulpa

By: _____

Date: _____



AGENDA ITEM

Administration 10.D.

City Council Regular

Meeting Date: December 17, 2018

Submitted For: David Widdoes, City Attorney

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: David Widdoes, Nikki White

SUBJECT:

Discussion and possible action regarding License Agreement with Wholesale Petroleum Properties Inc. for Placement of Sign in Right-of-Way at 309 North Mission Street, Sapulpa, Oklahoma.

BACKGROUND:

On November 20, 2018, the Sapulpa Board of Adjustment approved a Variance to the Zoning Code for installation of a sign at the southeast corner of East Jackson Avenue and North Mission Street subject to an encroachment agreement approved by City Council. The attached agreement is similar in form to other permitted sign encroachments and adequately protects the City's interest in maintaining the integrity of the right-of-way.

RECOMMENDATION:

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

Attachments

License Agreement

Exhibit "A" Map

LICENSE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2018, between the City of Sapulpa, Oklahoma, a municipal corporation, (City) and the Wholesale Petroleum Properties Inc, 309 North Mission Street, Sapulpa, Oklahoma, (“Permittee”)

WITNESSETH:

City, does hereby grant to Permittee a non-exclusive, revocable license permitting placement and maintenance of one (1) ground sign by Permittee within a designated portion of the right-of-way located at the intersection of East Jackson Avenue and North Mission Street, Sapulpa Oklahoma, more particularly described as the **Southwest Corner of Lots 9-12, Block 1, Woodlawn Addition, Sapulpa, Creek County, Oklahoma**. A map depicting the exact location of the sign permitted by the License is attached as Exhibit A and incorporated by reference herein.

Permittee, in consideration of such License and permission, hereby covenants and promises as follows:

1. Permittee, at Permittee’s sole cost and expense, shall excavate for, construct, reconstruct, maintain, and repair the sign in accordance with the Sapulpa City Sign Code and this License.
2. Permittee acknowledges that City Code requires a 35' setback from the intersection ROW and that 2 water meters, one water line, one sewer line, and the Permittee’s parking lot conflict with and prevent such code compliant sign placement at the intersection. Permittee accepts any and all responsibility and liability for any damage that may occur as a result of its use of the right-of-way and Permittee’s sign placement and maintenance as a result of the License.
3. Permittee shall fill in the excavation, and restore the surface of the ground to its previous condition subject to the approval of the City.
4. Permittee shall and hereby release and discharge the City of and from any and all liability for damage to or destruction of said sign; and shall and hereby assume any and all liability for loss of or damage to the sign belonging to Permittee resulting from any manner arising from or during the construction, any reconstruction, use, maintenance, repair or removal of said property; and shall and hereby does indemnify and save harmless City of and from any and all claims, demands, suits, actions, damages, recoveries, judgments, costs, or expenses arising out of or in connection with any such loss, damage, or destruction aforesaid.
5. It is expressly understood and agreed that City may at any time cancel and terminate this license and permission by giving to Permittee thirty (30) days’ notice in writing of its intention to cancel the same.

6. The License and permission herein granted is subject to the appropriate permits heretofore granted by the City affecting the premises upon which said signs are located, including any required variances and or exceptions from the BOA. .

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

The City of Sapulpa, Oklahoma,
a municipal corporation

Wholesale Petroleum Properties Inc.
Sapulpa, Oklahoma

Reg Green, Mayor

President, Marty Rivers

ATTEST:

Shirley Burzio, City Clerk

APPROVED AS TO FORM:

David R. Widdoes, City Attorney

EXHIBIT
A

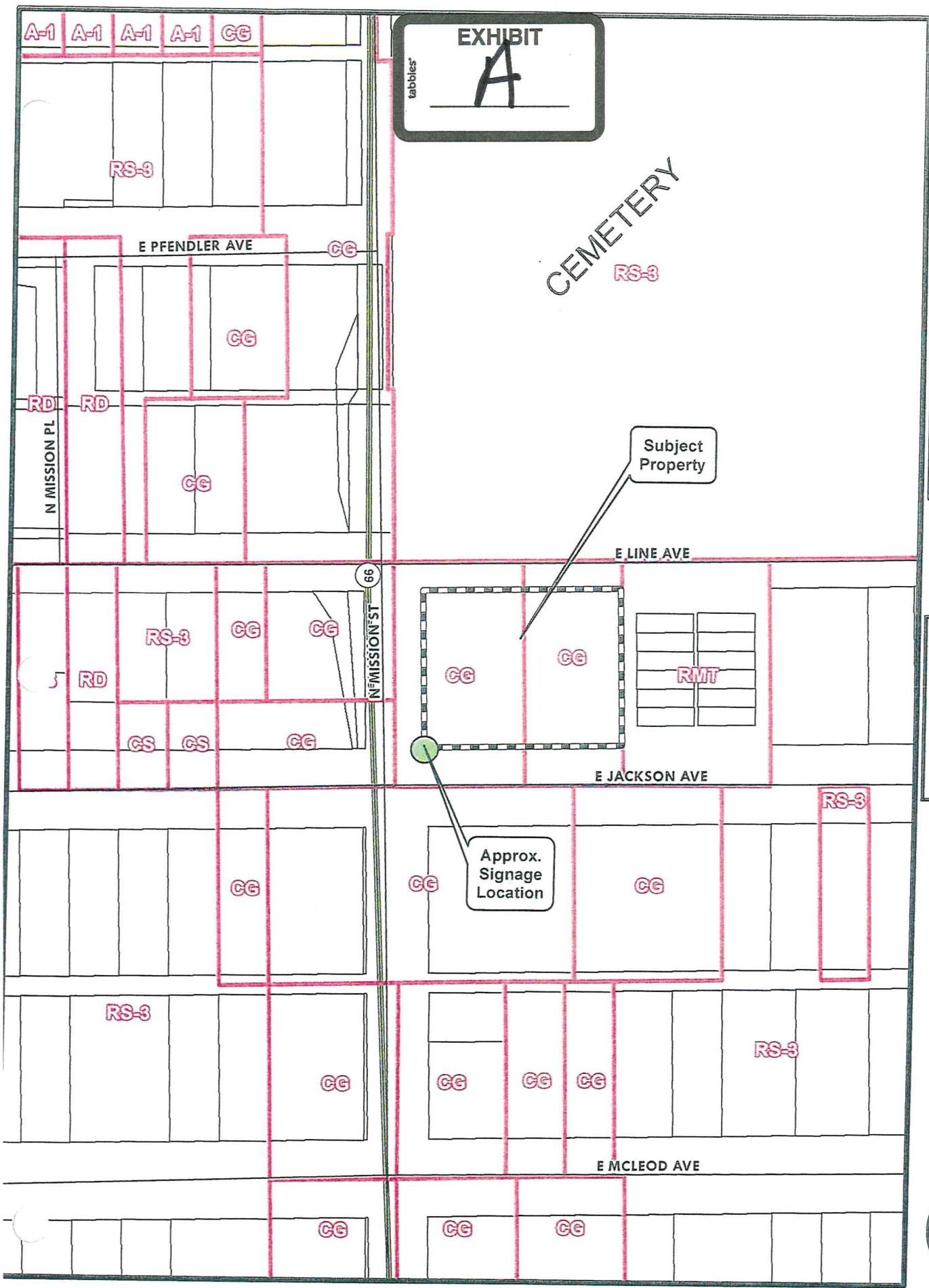
**CITY OF SAPULPA
 MAP PRODUCTS**

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

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

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

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



CEMETERY

Subject Property

Approx. Signage Location

Legend

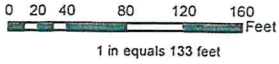
- Zoning
- Parcels
- Subject Property
- Highways
- Roads & Streets
- Railroads

4.E.5



Property Description

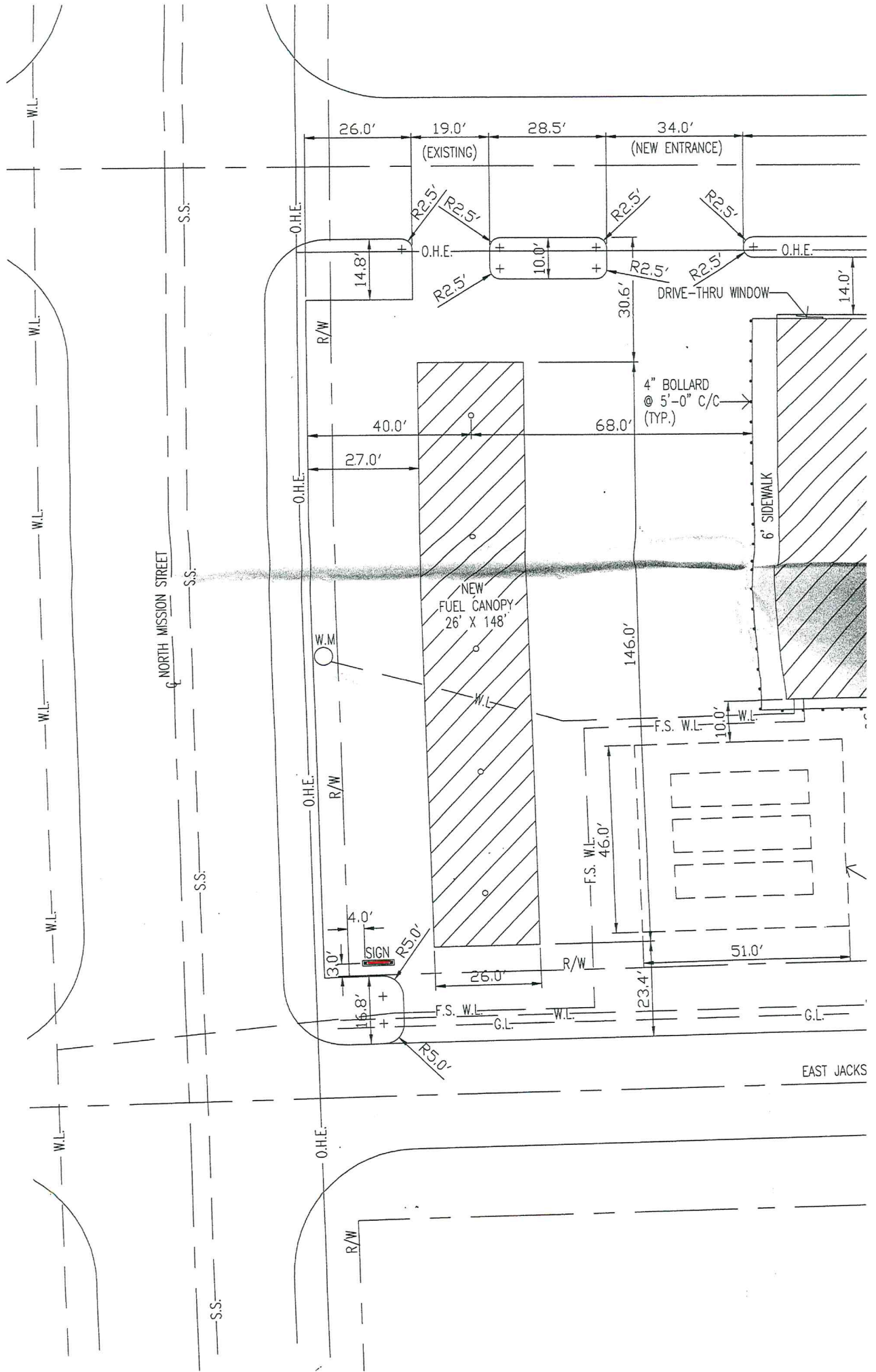
lots 9-12, Block 1, Woodlawn Addition
 Sapulpa, Creek County, Oklahoma
 :911: 309 N Mission Street, Sapulpa, OK 74066.



Map Prepared by:
 City of Sapulpa
 Date: 11/6/2018

Source Data:
 Creek County Assessors
 City of Sapulpa, Incog





NORTH MISSION STREET

EAST JACKS

NEW FUEL CANOPY 26' X 148'

DRIVE-THRU WINDOW

4" BOLLARD @ 5'-0" C/C (TYP.)

6' SIDEWALK

26.0' 19.0' 28.5' 34.0'
(EXISTING) (NEW ENTRANCE)

O.H.E. R2.5' R2.5' O.H.E. R2.5' R2.5' O.H.E. R2.5' R2.5' O.H.E.

14.8' 10.0' 30.6' 14.0'

40.0' 68.0'

27.0'

146.0'

F.S. W.L. 46.0'

10.0'

51.0'

R/W

F.S. W.L.

G.L. W.L. G.L.

26.0'

123.4'

SIGN

4.0'

3.0'

16.8'

R5.0'

O.H.E.

R/W

S.S.

S.S.

S.S.

S.S.

W.L.

W.L.

W.L.

W.L.

W.L.

W.L.

O.H.E.

O.H.E.

O.H.E.

O.H.E.

W.M.

W.L.

R/W

R/W

R/W

R/W



SUPER PREMIUM

2.59 $\frac{9}{10}$

MID GRADE

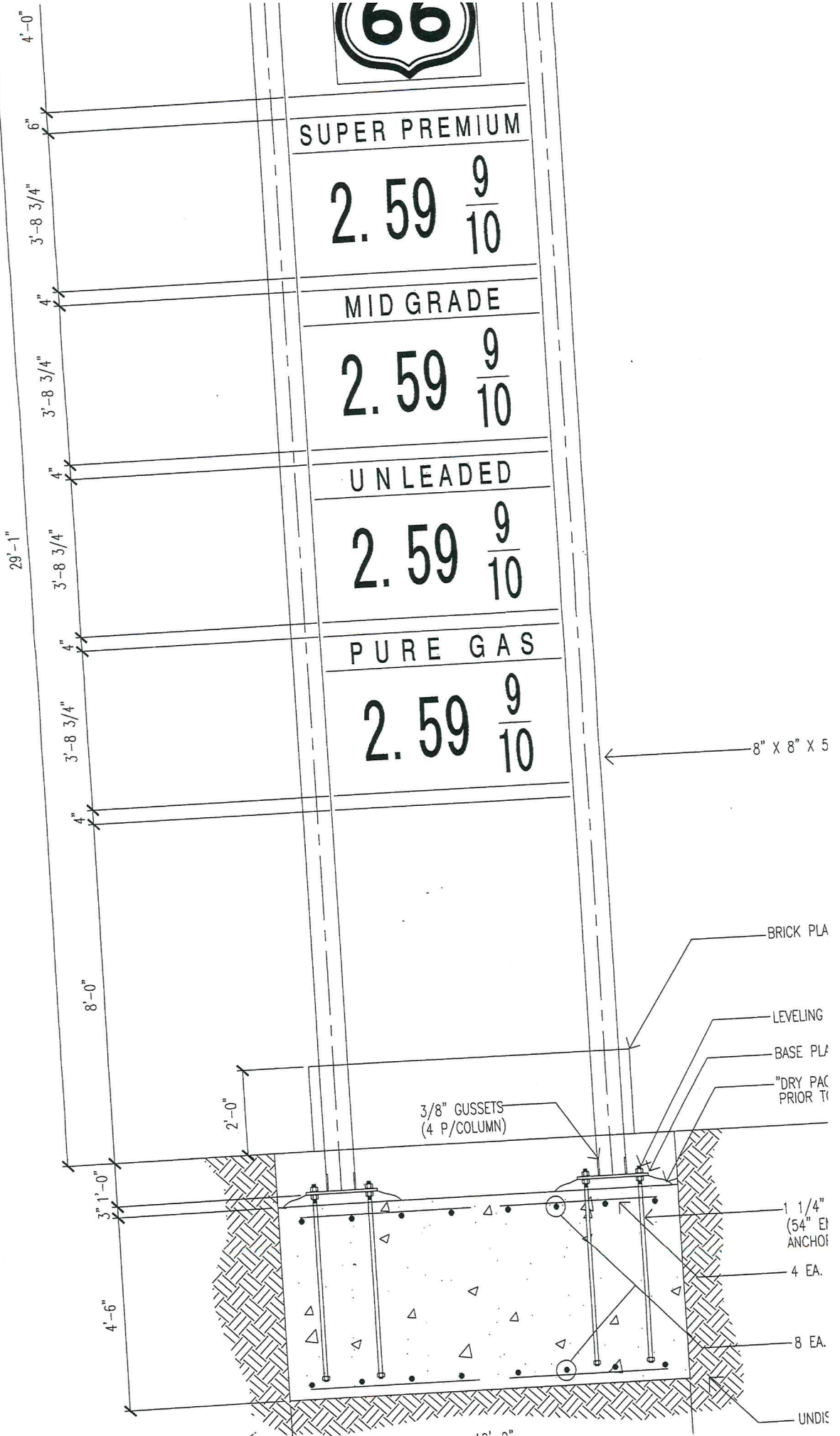
2.59 $\frac{9}{10}$

UNLEADED

2.59 $\frac{9}{10}$

PURE GAS

2.59 $\frac{9}{10}$





AGENDA ITEM

Administration 10.E.

City Council Regular

Meeting Date: December 17, 2018

Submitted By: Martha Stalker, Library Director

Department: Library

Presented By: Martha Stalker

SUBJECT:

Discussion and possible action regarding Statement of Work with Innovative Interfaces Incorporated for Transition Services to Apollo Library Biblionix in the amount of \$5,410.25.

BACKGROUND:

The library needs to transition its records information services to Apollo Library Biblionix to promote better, cost effective, and user friendly services. The cost for these exit services is \$5,410.25.

RECOMMENDATION:

Staff recommends approval of Exit Services of Innovative/Polaris for the Sapulpa Public Library.

Fiscal Impact

Amount: \$5,410.25

To be paid from: Library Book Fund

Account number: 34-534-407

Attachments

Statement of Work and Invoice

Statement of Work

This Statement of Work (the "SOW") dated September 12, 2018 is entered into pursuant to the Master Professional Services Agreement between City of Sapulpa ("Client") and Innovative Interfaces Incorporated ("Innovative") effective as of June 26, 2017 (the "Agreement"). Company and Client may each be referred to as "Party" from time to time or collectively as "Parties".

Purpose of this Statement of Work (SOW)

This SOW outlines the Professional Services that will be provided by Innovative in order to implement the Exit Services purchased under the Master License Contract for City of Sapulpa. The SOW provides an overview of the scope of the project to complete the engagement based on Innovative's prior experience with similar projects and preliminary discussions with Client. The Client hereby acknowledges that the SOW is not meant to capture all detailed requirements but documents the high level requirements and implementation approach discussed and that additional detailed requirements discussions will be required to outline the full scope of work between the Parties.

Project Scope of Services

The Scope of the project includes the following set of professional services:

- *Exit Services*
- Extraction of core data types:
 - Bibliographic and authority, with item information embedded in MARC21 communication format.
 - Patron information in text delimited format.
- Extraction of circulation transaction files:
 - Checkouts, fines, and holds will be extracted into separate files in text delimited formats.

Full data sets may be extracted twice. A data dictionary will be provided for each file output in a delimited ASCII text format.

Fees and Payment Terms

Fees for Services delivered under this SOW will be charged on a fixed price basis as set forth in the Innovative Pricing Exhibit EST-INC7947 attached herewith. Payment terms for this SOW are as set forth in the Professional Services Agreement. This Statement of Work estimate is valid for 30 days. Pricing assumes that deliverables in this Statement of Work are completed within six months or additional Services fees will apply.

Innovative Services Team

The Services Team will have dedicated resources for this project. The resource will consist of the following:

- Data Profiling Analyst - All Data Profiling Analysts have extensive database skills as well as in-depth knowledge of MARC.

Client Implementation Team

- Librarian Lead – Works closely with Innovative to ensure requirements are comprehensive and representative of the needs of the library. The Librarian Lead will coordinate with key members of the team as required.
- Technical Lead - Responsible for assisting with Client responsibilities related to data migrations and any other system level duties required by Client.

Implementation Assumptions

- None.

IN WITNESS WHEREOF each party has caused this SOW to be executed by its duly authorized representatives.

AGREED:

City of Sapulpa

Innovative Interfaces Incorporated

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



http://www.iii.com billing@iii.com
510.655.6200

Innovative Interfaces Inc
1500 Powell Street, Suite 400, Emeryville, CA 94608

INVOICE TO:
City of Sapulpa
PO Box 1130
Sapulpa OK 74067

Date: December 12 2018

INVOICE INV-INC18277.2

Exit Services	US\$ 5,410.25
Total	US\$ 5,410.25
Amount Due	US\$ 5,410.25

Payment terms: Due on receipt

FEIN 94-2553274

Please remit electronically to:
Bank of America, N.A.
ABA/Routing Code: 026009593
SWIFT: BOFAUS3N
Beneficiary: Innovative Interfaces Incorporated
Beneficiary Account: 1416200046

For payments remitted by check via regular mail:
Innovative Interfaces, Inc
PO Box 74008010
Chicago, IL 60674-8010

For payments remitted by check via FedEx and/or UPS:
Bank of America Lockbox Services
Innovative Interfaces, Inc
LBX #74008010
540 W Madison, FL 4
Chicago, IL 60661



AGENDA ITEM

Administration 10.F.

City Council Regular

Meeting Date: December 17, 2018

Submitted By: Martha Stalker, Library Director

Department: Library

Presented By: Martha Stalker

SUBJECT:

Discussion and possible action regarding Agreement with Apollo Library Biblionix for records information services for the Sapulpa Public Library at a cost of \$4,600.00.

BACKGROUND:

The library needs to transition its records information services to Apollo Library Biblionix to promote better, cost effective, and user friendly services. After migration of the records, this Agreement allows Apollo to replace Polaris as our information services provider.

RECOMMENDATION:

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

Fiscal Impact

Amount: \$4,600.00

To be paid from: Library Book Fund

Account number: 34-534-407

Attachments

Apollo Biblionix contract

Apollo Integrated Library System Subscription Purchase Agreement

This Subscription Purchase Agreement is made by and between Biblionix, LLC, a Texas limited liability company with a principal place of business at 401 Congress Ave, Suite 1540, Austin, Texas 78701 and email address of info@biblionix.com (“Biblionix”) and the following (“Customer”):

Institution: Bartlett-Carnegie Public Library
Address: 27 West Dewey Ave. Sapulpa, OK 74066
Contact: Martha Stalker

1. Definitions.

Customer’s Data – all data and information that is stored or processed in or through The Apollo ILS/LSP by Customer or on Customer’s behalf, including but not limited to all bibliographic and other holding records related to Customer’s collections, User Data, circulation records, and records regarding balances owed by Customer’s Users.

Customer’s Users – all users of The Apollo ILS/LSP.

The Apollo ILS/LSP – the cloud-based integrated library system and library services platform hosted by Biblionix, as further defined in Appendix A, that provides various services managing and manipulating Customer’s Data and including any Optional Items selected by Customer.

Optional Items – products identified in Appendix A that may be included with The Apollo ILS/LSP at the sole discretion of Customer.

Renewal Date – the first day of each Subscription Period.

Subscription – Customer’s subscription to The Apollo ILS/LSP, per the terms of this Agreement.

Subscription Period – each one-year period during which Customer maintains a Subscription.

Subscription Start Date – the earliest date upon which Customer accesses The Apollo ILS/LSP after receiving notice from Biblionix under Section 3.c below.

Supporting Material – all documentation regarding The Apollo ILS/LSP that may be provided to Customer by Biblionix, including but not limited to instructional materials.

User Data – any of Customer’s Data that identifies or could potentially identify any of Customer’s Users.

2. Subscription Services; Supporting Material.

- a. Subject to the terms of this Agreement and during the Subscription Period, Biblionix shall provide Customer with access to and use of The Apollo ILS/LSP, including Customer’s Data as maintained and accessed through the Apollo ILS/LSP; any standard upgrades/updates to The Apollo ILS/LSP; and reasonable amounts and levels of customer support and customer service.
- b. Although Biblionix has no obligation to monitor use of The Apollo ILS/LSP by Customer or Customer’s Users, Biblionix may do so and may prohibit any use of The Apollo ILS/LSP it believes to be in violation of the terms of this Agreement.
- c. Customer may reproduce, publicly distribute, and publicly display Supporting Material, in any format or medium, only for the purpose of assisting Customer’s

Apollo Integrated Library System Subscription Purchase Agreement

Users, employees, and volunteers in using The Apollo ILS/LSP and may modify or alter Supporting Materials as reasonably necessary to engage in such activities.

3. Migration and Maintenance of Customer's Data.

- a.** Customer represents and warrants that it has provided or will soon provide Biblionix with a current copy of Customer's Data in the format and by the method specified by Biblionix. Doing so may have required Customer to use third-party applications not owned or controlled by Biblionix; in such cases, Biblionix cannot and does not offer any guarantee regarding the performance of such applications or the security of Customer's Data as used with or by such applications.
- b.** Customer acknowledges and understands and that its Subscription will not commence until after Biblionix has received and processed such Customer's Data.
- c.** In a timely manner upon receiving such Customer's Data, Biblionix shall import it into The Apollo ILS/LSP and shall notify Customer when The Apollo ILS/LSP containing such current Customer's Data is available.
- d.** Customer acknowledges and agrees that Biblionix's ability to provide The Apollo ILS/LSP necessarily depends upon the accuracy, completeness, and quality of Customer's Data as provided to Biblionix and Biblionix's receipt of the same.
- e.** During the Subscription Period, Biblionix shall automatically save and store all modifications to Customer's Data made by Customer and Customer's Users through The Apollo ILS/LSP.
- f.** Biblionix reserves the right to, at any time and without prior notification to Customer, not upload or remove from already uploaded Customer's Data any Customer's Data containing personally identifying information that Biblionix, in its sole discretion, deems particularly vulnerable to misuse and unnecessary for the functioning of The Apollo ILS/LSP, including but not limited to credit card numbers and social security numbers.
- g.** Biblionix shall create back-up copies of Customer's Data in a manner that adheres to or exceeds industry security standards, including encryption of all Customer's Data.
- h.** At any time during the Subscription Period, Customer may download Customer's Data through The Apollo ILS/LSP into a secure, compressed file, at no additional charge to Customer.

4. Fees.

- a.** It is Customer's sole responsibility to ensure the validity of any quote upon which Customer wishes to rely in entering into this Subscription Purchase Agreement. Biblionix will, upon Customer's request, at any time provide Customer with a valid quote.
- b.** Other than fees for Optional Items owned by third parties, Appendix A states Customer's total annual fees for each of the first three (3) Subscription Periods of this Subscription Purchase Agreement or until Biblionix notifies Customer in writing that fees will increase for the subsequent Subscription Period, whichever occurs last.
- c.** Other than fees for Optional Items owned by third parties, fees shall not increase more frequently than once every three (3) years.

**Apollo Integrated Library System
Subscription Purchase Agreement**

- d. Biblionix shall provide Customer with written notice of any increase in any fees no less than sixty (60) days prior to the next Renewal Date.

5. Payment.

- a. Biblionix shall invoice Customer for the total amount due for the first Subscription Period within fourteen (14) days of the Subscription Start Date.
- b. For each subsequent Subscription Period, Biblionix shall invoice Customer during or about the third week of the month preceding each Renewal Date.
- c. Customer shall pay Biblionix the full amount invoiced no later than thirty (30) days from the date of the invoice. Payments that are received by Biblionix more than sixty (60) days past the due date shall be subject to a penalty fee equal to the lesser of 18% per annum or the maximum rate allowed by law.
- d. If payment is not made within sixty (60) days of the due date, Biblionix may, at its sole discretion, (i) suspend Customer's access to and use of The Apollo ILS/LSP or certain features thereof until payment has been received in full or (ii) immediately terminate this Agreement. In case of such suspension or termination, Customer shall remain liable for all outstanding fees, including penalties and other fees.

6. Subscriptions to Optional Items.

- a. Customer may subscribe to Optional Items at any time. Subscription periods of Optional Items shall correspond to the Subscription Period. If Customer subscribes to an Optional Item after a Subscription Period has commenced, the fee for that item shall be pro-rated accordingly.
- b. Customer may terminate Optional Items at any time without terminating its Subscription. Unless the third-party owner of a terminated Optional Item does not provide for refunds, Biblionix shall timely refund to Customer fees already paid for the terminated Optional Item in a pro-rated amount equivalent to the days remaining in the Subscription Period.

- 7. Subscription Period; Renewal.** The first Subscription Period shall begin on the Subscription Start Date and, unless this Agreement is terminated by either party as provided herein, shall automatically renew for successive one-year Subscription Periods unless and until Customer notifies Biblionix in writing of its intent to not renew at least seven (7) days prior to the Renewal Date.

8. Term and Termination.

- a. Customer may terminate this Agreement at any time, for any or no reason, by providing seven (7) days' written notice to Biblionix.
- b. Biblionix may terminate this Agreement at any time, for any or no reason, by providing Customer with 120 days' written notice.
- c. All notices of termination shall be provided by email, U.S.P.S. Return Receipt Requested, or any private courier service with signature required to Biblionix at the address provided above and to Customer at the address it provides to Biblionix upon entering into this Agreement, or to any other address agreed upon by the

Apollo Integrated Library System Subscription Purchase Agreement

parties. Email notices shall be deemed to have been received upon the recipient's acknowledgement of receipt.

- 9. Effect of Termination.** Upon termination of this Agreement by either party for any reason, including for lack of payment under Section 5 above:
- a. Customer's Subscription shall automatically terminate, and Customer shall no longer have access to or the right to use The Apollo ILS/LSP.
 - b. Biblionix shall timely refund to Customer fees already paid in a pro-rated amount equivalent to the number of days remaining in the Subscription Period, except for fees paid for Optional Items for which third-party owners do not provide refunds for early termination.
 - c. If Customer owes any outstanding debt to Biblionix for services provided up to the effective date of termination, Customer shall remain liable to Biblionix for the outstanding amount and any associated penalties and other fees.
 - d. Unless otherwise instructed by Customer, Biblionix shall timely delete or otherwise destroy all Customer's Data in its possession or under its control.
- 10. Intellectual Property Ownership and Usage.** Customer acknowledges and agrees that:
- a. Biblionix and/or its licensors own all legal rights and interests, including but not limited to patent rights and copyrights, in and to The Apollo ILS/LSP (including the Optional Items) and the Supporting Material.
 - b. Biblionix is the sole owner of the trademarks and tradenames BIBLIONIX, APOLLO, VERSACARD, VERSACAT, and RESERVE EXPRESS.
 - c. Unless Customer has obtained prior written agreement from Biblionix, Customer may use the Biblionix trademarks and tradenames only in a nominative manner to refer to the goods and services provided by Biblionix under those trademarks and tradenames.
- 11. Customer Responsibilities.** Customer acknowledges and agrees that it is solely responsible for:
- a. Providing Biblionix with complete and accurate Customer's Data and, upon request, with corrected or updated copies of Customer's Data sufficient for Biblionix to correct, repair, or replace any Customer's Data that is incorrect or that becomes damaged, lost, or destroyed.
 - b. Providing, maintaining, and ensuring the security of all technology, equipment, hardware, software, and third-party services (such as Internet access) not under the control of Biblionix that are required for use of The Apollo ILS/LSP by Customer and Customer's Users.
 - c. Maintaining the security of all passwords employed in conjunction with the use of The Apollo ILS/LSP by Customer or Customer's Users.
 - d. Any activities that occur through the use of such passwords.

**Apollo Integrated Library System
Subscription Purchase Agreement**

12. Use and Security of Customer's Data.

- a. Collecting Data.** Biblionix shall not, in connection with use of The Apollo ILS/LSP by Customer or Customer's Users, directly collect any data about any individual other than as contained in Customer's Data provided to Biblionix by Customer, including any updates, additions, or other modifications made directly by Customer and Customer's Users.
- b. Use and Sharing of Customer's Data.**
 - i.** Biblionix may use Customer's Data to create and share aggregate statistics across multiple libraries. In such cases, Biblionix shall, at the minimum, abide by generally accepted industry standards in protecting Customer's Data.
 - ii.** Biblionix shall not otherwise use Customer's Data in any way other than as necessary to facilitate and provide The Apollo ILS/LSP and shall not allow anyone else to access or use Customer's Data except to the extent necessary to facilitate performance under this Agreement.
 - iii.** Notwithstanding the foregoing, Biblionix may disclose Customer's Data as required by applicable law or by proper legal or governmental authority. Biblionix shall give Customer prompt notice of any such legal or governmental demand and shall reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- c. Data Security.**
 - i.** Biblionix shall store Customer's Data only on servers controlled and maintained by Biblionix.
 - ii.** Biblionix shall, at the minimum, abide by generally accepted industry standards in protecting Customer's Data, including but not limited to encrypting all Customer's Data, both in storage and in transit, and exercising commercially reasonable efforts to prevent unauthorized exposure or disclosure of Customer's Data.
 - iii.** Notwithstanding the foregoing, Customer understands and acknowledges that Biblionix cannot guarantee the absolute security of Customer's Data.
- d. Customer Privacy Policy.** If Customer has not already done so, Biblionix strongly encourages Customer to develop and implement strong privacy policies and practices protecting the privacy of Customer's Users and abiding by standards set by the [American Library Association](#) and the [Children's Online Privacy Protection Act](#).
- e. User Data About Children Under the Age of 13.** Biblionix encourages Customer to abide by the [Children's Online Privacy Protection Act](#) ("COPPA") even if not required to do so, including the following COPPA requirements:
 - i.** Ensure that User Data about children under the age of 13 is obtained only with the prior knowledge and consent of a parent or authorized guardian.
 - ii.** Allow the parent or authorized guardian of a child under the age of 13 the ability to access, modify, or delete records containing User Data about such child.
 - iii.** Upon the request of a parent or authorized guardian of a child under the age of 13, modify or delete User Data about the child.

13. Biblionix Representations and Warranties. Biblionix represents and warrants that it:

Apollo Integrated Library System Subscription Purchase Agreement

- a. Possesses the legal rights and authority necessary to enter into this Agreement;
- b. Will exercise commercially reasonable efforts and follow industry standards in providing access to and use of The Apollo ILS/LSP on a continuous, 24/7 basis, except for scheduled maintenance; ensuring that The Apollo ILS/LSP is free of viruses and other harmful software; maintaining The Apollo ILS/LSP; promptly correcting any failure of The Apollo ILS/LSP; and providing support services; and
- c. Will abide by, at the minimum, generally accepted industry standards in protecting Customer's Data, including but not limited to encrypting all Customer's Data, both in storage and in transit, and exercising commercially reasonable efforts to prevent unauthorized exposure or disclosure of Customer's Data.

14. Third-Party Goods and Services; Disclaimer.

- a. As indicated in Appendix A, most Optional Items are owned and controlled, either in part or in whole, by parties other than Biblionix.
- b. Biblionix may provide Customer with information about other goods and/or services owned by third parties in which Biblionix thinks Customer may be interested. Biblionix does so purely for Customers' convenience, and these actions should not be construed as recommendations, endorsements, or approval of such goods or services.
- c. CUSTOMER ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING BIBLIONIX'S REPRESENTATIONS AND WARRANTIES IN SECTION 13 ABOVE, BIBLIONIX HAS NO CONTROL OVER THE OPTIONAL ITEMS THEMSELVES OR ANY OTHER THIRD-PARTY GOODS OR SERVICES, WHETHER OR NOT INTEGRATED INTO THE APOLLO ILS/LSP, AND CANNOT AND DOES NOT OFFER ANY GUARANTEE REGARDING THEIR APPLICABILITY TO CUSTOMER'S NEEDS, THEIR PERFORMANCE, OR ANY OTHER ASPECT OF SUCH GOODS AND SERVICES.

15. Customer Representations and Warranties. Customer represents and warrants that it:

- a. Possesses the legal rights and authority necessary to enter into this Agreement;
- b. Will not engage in, or assist others in engaging in:
 - i. any action that infringes the rights of Biblionix or its licensors in The Apollo ILS/LSP or the Supporting Material, including but not limited to copying, modifying, creating derivatives of, or distributing the same to the public, other than as allowed by this Agreement;
 - ii. reverse engineering or in any way attempting to discover the source code, object code, or underlying structure, ideas, know-how, or algorithms of The Apollo ILS/LSP;
 - iii. using any device, software, or routine that interferes with or attempts to interfere with the proper working of The Apollo ILS/LSP; or
 - iv. doing anything that could disable, overburden, or impair the proper functioning of The Apollo ILS/LSP.

16. DISCLAIMERS; LIMITATION ON LIABILITY.

- a. ALTHOUGH BIBLIONIX DOES NOT ANTICIPATE THAT CUSTOMER WILL ENCOUNTER ANY PROBLEMS USING THE APOLLO ILS/LSP, BIBLIONIX MAKES NO SPECIFIC PROMISES OR WARRANTIES, EITHER

**Apollo Integrated Library System
Subscription Purchase Agreement**

IMPLIED OR EXPRESS, REGARDING THE APOLLO ILS/LSP, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- b.** BIBLIONIX'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CUSTOMER DURING THE YEAR IN WHICH THE EVENT GIVING RISE TO LIABILITY OCCURS. APPLICATION OF THIS LIMITATION EXPRESSLY INCLUDES (I) LIABILITY FOR NEGLIGENCE; (II) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (III) EVEN IF BIBLIONIX IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (IV) EVEN IF CUSTOMER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.
- c.** UNDER NO CIRCUMSTANCES SHALL BIBLIONIX BE LIABLE TO CUSTOMER OR ANY OF CUSTOMER'S USERS FOR ANY FAILURE, DELAY, OR INTERRUPTION OF THE APOLLO ILS/LSP, OR ANY OTHER DISRUPTION IN THE ABILITY OF CUSTOMER OR ANY OF CUSTOMER'S USERS TO USE THE APOLLO ILS/LSP, THAT RESULT FROM A CAUSE BEYOND THE REASONABLE CONTROL OF BIBLIONIX.
- d.** UNDER NO CIRCUMSTANCES SHALL BIBLIONIX BE LIABLE TO CUSTOMER OR ANY OF CUSTOMER'S USERS FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

17. Force Majeure. Neither party shall be considered in breach of this Agreement or in any way liable to the other party should it reasonably be prevented by an event that is beyond the reasonable control of either party from complying with any of its responsibilities or obligations under this Agreement, other than payment.

18. Assignment. Biblionix may assign or subcontract this Agreement in whole or in part. Customer shall not assign this Agreement or any rights under it without Biblionix's prior written consent.

19. Miscellanea.

- a.** This Agreement constitutes the complete understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements or proposals of the parties relating to the matter of this Agreement.
- b.** Any provision of this Agreement that may be deemed invalid or unenforceable shall in no way invalidate or render unenforceable the remainder of this Agreement, which shall remain in full force and effect.
- c.** No amendment to or waiver of any provision of this Agreement shall be valid unless in writing and signed by both parties.
- d.** For purposes of this Agreement, the singular shall include the plural and vice versa.
- e.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

CUSTOMER

Signature: _____ Date: _____

Name: _____

**Apollo Integrated Library System
Subscription Purchase Agreement**

Title: _____

BIBLIONIX, LLC

Signature: _____ Date: _____

Name: _____

Title: _____

APPENDIX A

for Agreement between Biblionix, LLC
and Bartlett-Carnegie Public Library, Sapulpa, OK

Customer's approximate number of holdings:	50,000
Customer's approximate annual circulation:	59,000

Apollo base annual subscription fee:	\$2,300
Apollo one-time migration fee:	\$2,300

OPTIONS:

Gabbie, 2-way texting annual fee:	\$ 115
Content Cafe2 annual fee:	\$ 300
Kids Catalog	no charge
Acquisitions	\$1,500
Auto-Calling	10 cents per call, post-billed



AGENDA ITEM

Administration 10.G.

City Council Regular

Meeting Date: December 17, 2018

Submitted By: Pam Vann, Finance Director

Department: Finance

Presented By: Pam Vann

SUBJECT:

Discuss and consider a Resolution of the City of Sapulpa, Oklahoma amending the FY 2018-2019 annual budget by increasing revenues and appropriations in the General Fund in the amount of \$4,496.00 for the purpose of recognizing additional revenue from a reimbursement to provide funds for the police department for vehicle maintenance.

BACKGROUND:

The City has received a reimbursement from OMAG for damage done to a police vehicle on October 13, 2018. The vehicle needs to be repaired but the expenditure was not included in the original budget.

RECOMMENDATION:

Staff recommends approval of the resolution.

Attachments

Resolution No. 4553

Resolution for Police car damage 121718

Budget Adjustment for Police car damage 121718

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA AMENDING THE FY 2018-2019 ANNUAL BUDGET BY INCREASING REVENUES AND APPROPRIATIONS IN THE GENERAL FUND IN THE AMOUNT OF \$4,496.00 FOR THE PURPOSE OF RECOGNIZING ADDITIONAL REVENUE FROM A REIMBURSEMENT TO PROVIDE FUNDS FOR THE POLICE DEPARTMENT FOR VEHICLE MAINTENANCE.

WHEREAS, the City of Sapulpa has received a reimbursement from OMAG in the amount of \$4,496.00 for damage done to a police vehicle on October 13, 2018; and

WHEREAS, the vehicle needs to be repaired which was not included in the original budget and thus the additional revenue needs to be recognized and appropriated,

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

GENERAL FUND

(Increase)	10-4089 Reimbursements-Property Damage	<u>\$4,496.00</u>
	Total Revenues Increase:	\$4,496.00
(Increase)	10-512-352 Maintenance-Vehicles	<u>\$4,496.00</u>
	Total Appropriations Increase:	\$4,496.00

PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA and signed by the Mayor this 17th day of December 2018.

Reg Green, Mayor

ATTEST:

Shirley Burzio, City Clerk

David Widdoes, City Attorney

