

**CITY OF SAPULPA, OKLAHOMA**  
**COUNCIL PROCEEDINGS**  
Meeting of February 19, 2018

The City Council of Sapulpa, Oklahoma, met in regular session Monday, February 19, 2018, at 7:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Present: Louis Martin, Jr., Vice-Mayor  
John Anderson, Councilor  
Marty Cummins, Councilor  
Wes Galloway, Councilor  
Craig Henderson, Councilor  
Alan Jones, Councilor  
Hugo Naifeh, Councilor  
Charles Stephens, Councilor

Absent: Reg Green, Mayor  
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; Mike Haefner, Police Chief; Bobby Petitt, Water Treatment Superintendent

**1. INVOCATION.**

The invocation was given by Vice-Mayor Louis Martin.

**2. MINUTES.**

- A.** Motion was made by Councilor Craig Henderson, seconded by Councilor Hugo Naifeh, to approve the minutes of the February 5, 2018, regular city council meeting.

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

**3. CONSENT ITEMS:**

Motion was made by Councilor Craig Henderson, seconded by Councilor Hugo Naifeh, to approve the following consent items:

- A. Approve claims in the amount of \$537,309.74;
- B. Approve pre-paid claims in the amount of \$154.14.

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

**4. ADMINISTRATION.**

- A. Motion was made by Councilor Craig Henderson, seconded by Councilor Hugo Naifeh, to approve renewal of the Asset Disposition Services Agreement between PropertyRoom.com and the Sapulpa Police Department for a one year term.

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

- B. Motion was made by Councilor Craig Henderson, seconded by Councilor John Anderson, to approve ratification of acceptance by the City of Sapulpa, Oklahoma, of a State Aid Grant award from the Oklahoma Department of Libraries in the amount of \$14,323.00 to the Sapulpa Public Library.

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

- C. Motion was made by Councilor John Anderson, seconded by Councilor Hugo Naifeh, to table consideration of a lease agreement with Roger Weilacher, President of Glass Design, Inc., for the property located at 8810 West 100th Street South, Sapulpa, Oklahoma.

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

- D. Motion was made by Councilor Craig Henderson, seconded by Councilor Charles Stephens, to approve a release of lien in the amount of \$385.66 for the property located at 705 South Oak Street, Sapulpa, Oklahoma .

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

- E.** Motion was made by Councilor Marty Cummins, seconded by Councilor Craig Henderson, to approve the select service agreement with Trane for HVAC equipment coverage for the air-cooled chiller and boiler located at the Water Treatment Plant.

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

- F.** Motion was made by Councilor Hugo Naifeh, seconded by Councilor Charles Stephens, to approve the adoption of a resolution of the City of Sapulpa, Oklahoma, amending the FY 2017-2018 annual budget by increasing revenue and appropriations in the Grants & Aid Fund in the amount of \$130,955.00 to recognize grant revenue for the purpose of road repairs. (Resolution No. 4513)

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

- G.** Motion was made by Councilor Alan Jones, seconded by Councilor Marty Cummins, to approve the adoption of a resolution of the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Authority, Sapulpa, Oklahoma, amending the FY 2017-2018 annual budget by increasing revenues and appropriations in the General Fund in the amount of \$1,481.00 and in the Storm Water Management Fund in the amount of \$7,989.00 for the purpose of recognizing additional revenue from insurance reimbursements to provide funds for vehicle repair. (Resolution No. 4514)

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

- H.** Motion was made by Councilor Alan Jones, seconded by Councilor Hugo Naifeh, to approve the adoption of a resolution of the City of Sapulpa, Oklahoma, amending the FY 2017-2018 annual budget by increasing appropriations in the Police Cash Fund in the amount of \$11,510.00 for the purpose of purchasing a new 800 MHZ repeater. (Resolution No. 4515)

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

- I. Motion was made by Councilor Hugo Naifeh, seconded by Councilor John Anderson, to approve the adoption of a resolution of the City of Sapulpa, Oklahoma, requesting the programming of Tulsa Urbanized Area Surface Transportation Funds (FFY 20/21) for the Ozark Trail East Connection to SH-66 Project. (Resolution No. 4516)

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

**5. PUBLIC COMMENTS.**

There were no public comments made to the council.

**6. ADJOURNMENT.**

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

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

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Mayor

Attest:

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City Clerk



**AGENDA ITEM**

**City Council Regular**

**5.A.**

**Meeting Date:** February 19, 2018

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

**Department:** City Clerk

**Presented By:**

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**SUBJECT:**

Consider approval of minutes for the February 5, 2018, regular city council meeting.

**BACKGROUND:**

**RECOMENDATION:**

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**Attachments**

minutes.02-05-2018 city

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# DRAFT

**CITY OF SAPULPA, OKLAHOMA**  
COUNCIL PROCEEDINGS  
Meeting of February 5, 2018

The City Council of Sapulpa, Oklahoma, met in regular session Monday, February 5, 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  
Wes Galloway, Councilor  
Craig Henderson, Councilor  
Alan Jones, Councilor  
Hugo Naifeh, Councilor  
Charles Stephens, Councilor  
Carla Stinnett, Councilor

Absent: Marty Cummins, Councilor

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

**1. INVOCATION.**

The invocation was given by Rev. Gary Brown.

**2. PLEDGE OF ALLEGIANCE.**

Mayor Reg Green led the "Pledge of Allegiance."

**3. MINUTES.**

Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Charles Stephens, to approve the following minutes:

- A.** Approve the minutes of the January 2, 2018, regular city council meeting;
- B.** Approve the minutes of the January 16, 2018, regular city council meeting.

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

**4. CONSENT ITEMS:**

Motion was made by Councilor Alan Jones, seconded by Councilor Hugo Naifeh, to approve Consent Items A & B:

- A. Approve claims in the amount of \$187,646.95 from the January 16, 2018, city council meeting;
- B. Approve claims in the amount of \$197,936.90.

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Alan Jones, to approve Consent Items C & D:

- C. Acknowledge receipt of Oklahoma Department of Environmental Quality Permit No. WL000019170906, for construction of 1,560 linear feet of 6" PVC potable waterline, 862 linear feet of 8" PVC potable waterline from West Highway 66 (Golf Course) north to West Johnson Street;
- D. Approve a General Warranty Deed with Dan and Barbara McCarthy for the property located at 620 North 2nd Street, Sapulpa, Oklahoma.

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

**5. COMMUNITY DEVELOPMENT.**

- A. Motion was made by Councilor John Anderson, seconded by Councilor Hugo Naifeh, to approve a Specific Use Permit for John Wimpy, applicant, to allow new or used car sales for two vehicles only at 6263 State Highway.

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens. NAY-Carla Stinnett (abstained). Motion carried 8-1.

**6. ADMINISTRATION.**

- A. Motion was made by Councilor Hugo Naifeh, seconded by Vice-Mayor Louis Martin, to approve an Amendment of Utility Easement for the property located at 1907 South Stephanie Street, Sapulpa, Oklahoma.

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- B.** Motion was made by Councilor Craig Henderson, seconded by Vice-Mayor Louis Martin, to approve the Right-of-Way Encroachment Use Agreement and License with LSN Land Management, LLC, owner of the real property commonly known as 421 North 2nd Street, Sapulpa, Oklahoma.

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- C.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Hugo Naifeh, to approve a lease agreement with Dan and Barbara McCarthy for the property located at 620 North 2nd Street, Sapulpa, Oklahoma.

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- D.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Hugo Naifeh, to approve the close-out of the North Hickory Wastewater Line Project with Garrow Construction, LLC; approve payment of the final pay request in the amount of \$22,582.50, which includes the approval of a change order deleting the replacement of an 8" ductile iron pipe crossing Hickory Street to be completed during the road construction project on North Hickory and resulting in a \$2,660.00 deduction in the project cost for a total project cost of \$59,015.00; approve all close out documents; establishing the warranty date effective January 8, 2018, through January 8, 2019.

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- E.** Motion as made by Vice-Mayor Louis Martin, seconded by Councilor Hugo Naifeh, to approve the ratification of acceptance by the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Authority, of Grant Award No. 08-01-05221 from the U.S. Economic Development Administration in the amount of \$1,500,000.00 to support the construction of a sanitary sewer line on the west side of the City of Sapulpa.

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.



- F.** Motion was made by Councilor Hugo Naifeh, seconded by Vice-Mayor Louis Martin, to approve the adoption of a resolution of the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Authority amending the FY 2017-2018 annual budget by increasing revenues and appropriations in the Grants & Aid Fund in the amount of \$3,005,370.00 to provide funding for the west side sanitary sewer improvements. (Resolution No. 4510)

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- G.** Motion was made by Councilor Craig Henderson, seconded by Vice-Mayor Louis Martin, to approve the professional services agreement with the Indian Nations Council of Governments, (INCOG), for the implementation and project management of EDA Project Number 08-01-05221, for the construction of a sanitary sewer line on the west side of the City of Sapulpa.

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- H.** Motion was made by Councilor Hugo Naifeh, seconded by Councilor Charles Stephens, to approve Change Order No. 001 to Contract STP-219C(043)IG with the Oklahoma Department of Transportation, in the amount of \$4,000.00, for the West Bryan Street Improvement Project.

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- I.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Hugo Naifeh, to reject all bids received for earthwork and site drainage work for Phase 1 of the Sapulpa Youth Sports Complex because bids were over the allowed monies budgeted for the item of work.

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- J.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Craig Henderson, to declare one hundred sixty-four (164) assorted sized water meters as surplus property and authorizing the City Manager to salvage the same.

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- K.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Craig Henderson, to approve the adoption of a resolution declaring the public necessity for the taking, appropriating, and condemning a certain tract of land located in Section 30, Township 18 North, Range 11 East, Creek County, State of Oklahoma, for public utility purposes, and authorizing and directing the proper officials of the City of Sapulpa to institute proceedings to condemn said lands; and declaring an emergency. (Resolution No. 4511)

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

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

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- L.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Charles Stephens, to approve the adoption of a resolution of the City of Sapulpa, Oklahoma, amending the FY 2017-2018 annual budget by increasing revenues and appropriations in the General Fund in the amount \$8,043.00 for the purpose of recognizing additional revenue from a reimbursement and donations to provide funds for the police department for vehicle maintenance and equipment. (Resolution No. 4512)

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- M.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Craig Henderson, to approve Amendment No. 3 to the agreement with BKL for architectural services for the Sapulpa Animal Shelter at a cost not to exceed \$125,000.00.

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

**7. PUBLIC COMMENTS.**

There were no comments made to the council.

**8. EXECUTIVE SESSION.**

**A.** Motion was made by Councilor Charles Stephens, seconded by Councilor John Anderson, to approve an executive session to discuss the following:

1. Discuss pending litigation styled *City of Sapulpa vs. The David R. Bennett Living Trust, American Heritage Bank, a domestic banking corporation*, Case No. CV-2018-01, Creek County District Court, upon advice that disclosure will seriously impair the ability of the public body to conduct the litigation in the public's interest. [25 O.S. Section 307 B (4)]

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

At 7:45 o'clock P.M., the council convened into an executive session.

At 7:55 o'clock P.M. and in open session, Mayor Reg Green called the regular city council meeting to order.

**B.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Craig Henderson, to authorize the city attorney to enter into a judgment in the amount discussed in executive session.

ROLL CALL: AYE-John Anderson, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

**9. 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, Wes Galloway, Reg Green, Craig Henderson, Alan Jones, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. Nay-None. Motion carried 9-0.

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Mayor

Attest:

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City Clerk



**Consent Agenda 7.A.**

**City Council Regular**

**Meeting Date:** February 19, 2018

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

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

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**SUBJECT:**

Consider approving Claims in the amount of \$537,309.74.

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**Attachments**

Claims List 2-19-18

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FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
120491	99-10143	PERDUE, BRANDON, FIELDER,	CCOLLECTION SERVICE-COURT	2/2018	1/1-1/31/18 120491	5,555.83
122228	99-10159	LAWRENCE COUNTY NEWSPAPERS,	YEARLY SUBSCRIPTION	2/2018	36 2/27/18	60.00
121195	99-10160	MERRIFIELD OFFICE SOLUTIONS	MISC OFFICE SUPPLIES	2/2018	0138854-001	59.98
122475	99-10160	MERRIFIELD OFFICE SOLUTIONS	SCOPY PAPER	2/2018	0138688-001	104.97
121948	99-103	ONG	GAS CHARGES DEC 2017	2/2018	12/4-1/5/18 121948	4,461.64
122227	99-10315	CINTAS CORPORATION NO.2	MEDICAL SUPPLIES-STAT 1&4	2/2018	5009932100	197.55
122162	99-10355	CIRCLE C CONSULTING LLC	2 CASES OF EMS GLOVES	2/2018	884	123.80
120721	99-10395	AUBREY WEATHERFORD	MONTHLY SOCIAL MEDIA FEE	2/2018	SAP0218	500.00
121970	99-10412	BH MEDIA GROUP INC	PUBLISH SUPPLIMENTAL BID	2/2018	I0000446550-0126	40.96
121992	99-10488	ADMIRAL EXPRESS LLC	MISC JANITORIAL SUPPLIES	2/2018	1937502-0	189.79
121993	99-10488	ADMIRAL EXPRESS LLC	MISC OFFICE SUPPLIES	2/2018	1937464-0	27.58
122144	99-10530	ADVANCED CARE VETERINARY	HOHEART WORM MEDS-VALOR	2/2018	41668	41.96
122334	99-10530	ADVANCED CARE VETERINARY	HOHEARTWORM PREVENT-VALOR	2/2018	41669	99.95
121386	99-10547	BEASLEY TECHNOLOGY INC	MONTHLY COMPUTER MAINT	2/2018	3008232	2,250.00
122142	99-10613	GORFAM MARKETING INC	SHIRTS FOR CHAPLAINS	2/2018	57431	265.20
122335	99-10625	WILSON COLBY	REPAIR A/C UNIT-ELEC ROOM	2/2018	1123	277.50
120360	99-161	CREEK COUNTY RURAL WTR #4	SEWER FOR STAT 4	2/2018	741 12/27-1/29/18	135.00
122226	99-175	STANDARD DISTRIBUTING INC	84 CASES OF WATER	2/2018	318548	215.88
122117	99-191	FARMERS FEED, INC.	WATER BUCKET	2/2018	741430	18.50
120023	99-1992	JOHN DEERE FINANCIAL ACCT#5	DOG FOOD FOR VALOR	2/2018	E58611/2 1/8/18	81.98
120948	99-1992	JOHN DEERE FINANCIAL ACCT#5	MISC BOLTS, ROPE, ETC	2/2018	E66110/2 1/24/18	10.31
120548	99-2576	OKLAHOMA MUNICIPAL LEAGUE	IEMPLOYMENT AD-ECON DEV	2/2018	067028	10.00
120441	99-30	SAPULPA EXTERMINATING	ANN SPRAY-CITY HALL/ANNEX	2/2018	SEPT-FEB 17/18	825.00
121946	99-30	SAPULPA EXTERMINATING	QRTLY SPRAYING	2/2018	21587B	170.00
120022	99-3633	PUBLIC SERVICE COMPANY OF O	MONTHLY FEE-STORM SIREN	2/2018	9536811170 1/26/18	12.89
122159	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR VEHICLES	2/2018	153-486920	186.42
119792	99-3797	OCCUPATIONAL HEALTH CENTER	DOT RANDOM DRUG TESTING	2/2018	256027064	191.50
119793	99-3797	OCCUPATIONAL HEALTH CENTER	PRE-EMPLOY DRUG SCREEN	2/2018	256027064A	348.00
120646	99-4047	SHOW, INC.	SHREDDING PICK UP	2/2018	18177	20.00
121405	99-4047	SHOW, INC.	CLEAN UP TRASH/LEAVES	2/2018	18176	40.00
120789	99-4183	UPTOWN SAPULPA ACTION, INC.	CONTRACT W/ MAIN ST	2/2018	FEB 2018 120789	2,500.00
120394	99-4269	CREEK COUNTY RURAL WTR #3	WATER BILL-GUN RANGE	2/2018	33975 12/15-1/2018	24.00
120779	99-4690	TOTAL RADIO, INC	AGRMNT-MAINT STORM SIRENS	2/2018	80000824	588.00
121949	99-4700	COX COMMUNICATIONS	JANUARY PHONE CHARGES	2/2018	067201101 1/31/18	10,714.22
122110	99-4755	EMBLEM ENTERPRISES, INC.	200 UNIFORM BADGES	2/2018	707465	282.43
121988	99-5120	T & W TIRE	115 6 HWY TIRES	2/2018	5944897	1,491.00
122163	99-5120	T & W TIRE	2 TIRES FOR E2	2/2018	5940805	1,699.10
122233	99-5120	T & W TIRE	FOUR TIRES FOR FDO-2	2/2018	5952955	802.60
121179	99-5388	OFFICE DEPOT 25022426	MISC OFFICE SUPPLIES	2/2018	104964836001	103.90
121972	99-5388	OFFICE DEPOT 25022426	MISC OFFICE SUPPLIES	2/2018	101962284001	131.45
120737	99-6477	WEST PUBLISHING CORPORATION	WESTLAW SUBSCRIPTION	2/2018	837622698	545.26
120540	99-7063	OKLAHOMA CORRECTIONAL INDU	SBENCHES/CHAIRS FOR LOBBY	2/2018	83296	565.48
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	2/2018	0232475209	37.49
122111	99-7558	WALKER COMPANIES INC	RENEW NOTARY	2/2018	51050	80.00
121169	99-7719	MID-WEST PRINTING COMPANY	WINDOW ENVELOPES	2/2018	53653	150.00
122225	99-7744	ECOLAB, INC.	CHEMICALS	2/2018	8368399	369.21
122229	99-7957	OKLAHOMA WHOLESALE OVERHEAD	REPLACE WEATHER STRIP	2/2018	58183	362.00
122230	99-7957	OKLAHOMA WHOLESALE OVERHEAD	INSTALL AIR HOSE	2/2018	58184	386.00
122231	99-8016	NORTHERN SAFETY COMPANY	INISC VENTIS MX4	2/2018	902795963	301.50
122478	99-8054	INTERNATIONAL CITY COUNTY	MANNUAL DUES	2/2018	523304 JRILEY 2018	1,080.00

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
121288	99-8069	OKLAHOMA BOARD OF TEST/ALCOINTOXILYZER RENEWALS		2/2018	7192	240.00
121666	99-8074	SPECIAL OPS UNIFORMS, INC	NEW HIRE UNIFORMS	2/2018	781579	182.96
121882	99-8074	SPECIAL OPS UNIFORMS, INC	UNIFORMS FOR NEW OFFICERS	2/2018	781578	2,409.03
121899	99-8074	SPECIAL OPS UNIFORMS, INC	UNIFORM ITEMS	2/2018	781092	328.92
122330	99-8216	HILAND DAIRY FOODS CO.LLC	MILK FOR PRISONERS	2/2018	9065162	40.00-
122137	99-8346	CARNER PLUMBING, INC.	REPAIR OUTSIDE WATER LINE	2/2018	21026	192.50
121164	99-8434	FLEETCOR TECHNOLOGIES d/b/a	JAN 2018 CNG	2/2018	NP52525862	140.42
120361	99-8469	SAPULPA RURAL WATER	WATER USAGE STAT 4	2/2018	48003 12/13-1/2018	107.00
121105	99-8493	MESHEK & ASSOCIATES, P.L.C.	ENGINEER REVIEW-MISC PROJ	2/2018	5240	2,022.50
122224	99-8539	CROW BURLINGAME COMPANY	BATTERY	2/2018	106-3563	96.00
122525	99-8539	CROW BURLINGAME COMPANY	STARTER/THERMOSTAT	2/2018	106-3591	14.94
122325	99-8696	GT DISTRIBUTORS, INC.	RAIL MOUNTED TAC LIGHT	2/2018	INV0646904	2,162.04
120322	99-8817	DE LAGE LANDEN PUBLIC FINAN	LEASE COPIERS/PRINTERS	2/2018	57930593	2,327.00
122170	99-8936	CONRAD FIRE EQUIPMENT, INC.	MISC PARTS-VEHICLE MAINT	2/2018	525059	1,249.31-
122425	99-9008	ALPHA CARD SYSTEMS, LLC	SUPPLIES FOR ALPHACARD	2/2018	SI-327563	171.90
122060	99-9086	EMCO TERMITE & PEST CONTROL	TERMIT CONTROL	2/2018	23444 3/20/18	125.00
121846	99-9173	ALL MAINTENANCE SUPPLY, INC	MISC JANITORIAL SUPPLIES	2/2018	65297-01	212.20
122625	99-9202	AT&T	FEB 2018 PHONE CHARGES	2/2018	918A164006 2/5/18	3,956.86
120315	99-9288	ADVANCE ALARMS, INC	ALARM FOR GARAGE	2/2018	1590690	25.00
120494A	99-9397	ELECTRONIC TRANSACTION SYST	CREDIT CARD FEES	2/2018	JAN 2018 120494A	388.56
121642	99-9398	THE UPS STORE #3965	SHIPPING FEE FOR RADARS	2/2018	3833 2/7/18	9.93
119559A	99-9801	LEXISNEXIS RISK DATA MANAGE	PROPERTY LOOK UP	2/2018	1519676-20180131	100.00
119412	99-9859	VERIZON WIRELESS SERVICES	LDATA PLAN BLDG INSP IPAD	2/2018	9800645808A	40.01
120147	99-9859	VERIZON WIRELESS SERVICES	LWIRELESS CHARGES FOR IPAD	2/2018	9800645808	400.10
119796	99-9920	FLEXPLAN ADMINISTRATORS,	INSECTION 125 PLAN	2/2018	022018-94	206.00
120036	99-9996	ALLIANCE MAINTENANCE, INC.	JANITORIAL SERVICES	2/2018	100550	1,595.00
120446	99-9996	ALLIANCE MAINTENANCE, INC.	JAN SRVCS-CITY HALL/ANNEX	2/2018	100554	947.50
FUND TOTAL:						55,847.89

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

122218	99-10065	KUBOTA OF NORTHWEST ARKANSA	PARTS FOR SKID STEER LOAD	2/2018	P14825	478.84
122475	99-10160	MERRIFIELD OFFICE SOLUTIONS	SCOPY PAPER	2/2018	0138688-001	44.98
121735	99-10278	BEARING DISTRIBUTORS, INC	DUV BALLASTS	2/2018	6270644	614.17
121948	99-103	ONG	GAS CHARGES DEC 2017	2/2018	12/4-1/5/18 121948	2,725.88
120237	99-10302	LAMPTON WELDING SUPPLY CO,	TANK RENTAL	2/2018	875075	15.86
120288	99-10302	LAMPTON WELDING SUPPLY CO,	CHEMICAL BOTTLE RENTALS	2/2018	875076	25.72
121386	99-10547	BEASLEY TECHNOLOGY INC	MONTHLY COMPUTER MAINT	2/2018	3008232	2,250.00
121041	99-10558	TECHNICAL PROGRAMMING SER	VIBILLING SERVICES	2/2018	100788	1,826.04
121043	99-10560	CORE & MAIN LP	LOCKS/KEYS/METER BOX KEYS	2/2018	I368743	394.90
121042	99-1992	JOHN DEERE FINANCIAL ACCT#5	WINTER COATS	2/2018	E60453/2 1/12/18	149.96
121727	99-1992	JOHN DEERE FINANCIAL ACCT#5	MISC PARTS FOR PLANT	2/2018	E51617/2 12/27/17	58.46
121733	99-1992	JOHN DEERE FINANCIAL ACCT#5	PORTABLE TOOL CHEST	2/2018	E56713/2 1/4/18	69.99
121071	99-2181	AMERICAN WATER WORKS ASSC	ANNUAL FEES	2/2018	7001460231/176606	2,076.00
120441	99-30	SAPULPA EXTERMINATING	ANN SPRAY-CITY HALL/ANNEX	2/2018	SEPT-FEB 17/18	825.00
121070	99-3265	OKLAHOMA WATER RESOURCES	BOWATER RIGHTS FEES	2/2018	014101 19740120	150.00
120239	99-3437	ADVANCE ELECTRICAL SERVICES	SON CALL ELECTRICIAN	2/2018	16835	192.35
119369	99-3593	CITY OF TULSA	METER CONNECT FEE-POLSON	2/2018	103688966 1/24/18	229.09
120317	99-3633	PUBLIC SERVICE COMPANY OF	OSRWCS ELEC SERVICE	2/2018	9536422130 1/31/18	6,687.68
117967R	99-3881	FHC, INC. DBA TETRA TECH	FHINSP DEWEY SEWER CONNECTI	2/2018	51277303	1,000.00

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
119972	99-3881	FHC, INC. DBA TETRA TECH	FHOPEATION/MAINT-SKIATOOK	2/2018	51279321	6,753.84
121405	99-4047	SHOW, INC.	CLEAN UP TRASH/LEAVES	2/2018	18176	40.00
120234	99-4112	ACCURATE ENVIRONMENTAL INC.	DEQ REQUIRED TESTING	2/2018	18A26003	240.00
121738	99-4112	ACCURATE ENVIRONMENTAL INC.	CLASS D OPERATER LICENSE	2/2018	S13895	230.00
122009	99-4112	ACCURATE ENVIRONMENTAL INC.	JAN OPEDS	2/2018	18A24050	220.00
122023	99-4112	ACCURATE ENVIRONMENTAL INC.	LAB SUPPLIES	2/2018	SU27683	1,690.74
119596	99-4936	WASTE MANAGEMENT OF TEXAS,	YEARLY TRASH COLLECTION	2/2018	2191547 / 2192068	111,791.91
122019	99-5378	PREGLER LAWN & GARDEN, INC	CHAINSAW	2/2018	129139	229.99
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	2/2018	8241453359	127.59
120540	99-7063	OKLAHOMA CORRECTIONAL INDUS	BENCHES/CHAIRS FOR LOBBY	2/2018	83296	565.48
122018	99-7150	UTILITY SUPPLY OF AMERICA,	VALVES	2/2018	474765	506.00
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	2/2018	0232475209	138.03
120307	99-7994	BANCFIRST	SMA UTILITY SYSTEM	2/2018	SERIES2013 2/6/18	206,280.41
120324	99-7994	BANCFIRST	SMA UTIL REV BOND REF 12	2/2018	SERIES2012 2/6/18	137,220.84
120238	99-7998	AMERICAN ENVIRONMENTAL LANDS	SLUDGE DISPOSAL FEE	2/2018	8526	4,151.73
121076	99-8213	SPENCER TURBINE CO	2 BLOWERS-CLASSIFIERS	2/2018	ARI / 223582	16,431.05
121164	99-8434	FLEETCOR TECHNOLOGIES d/b/a	JAN 2018 CNG	2/2018	NP52525862	223.67
121424	99-8493	MESHEK & ASSOCIATES, P.L.C.	WEB BASED GIS DATA VIEWER	2/2018	5278	2,010.00
121745	99-8539	CROW BURLNGAME COMPANY	BATTERY-GENERATOR	2/2018	106-3517	141.00
122525	99-8539	CROW BURLNGAME COMPANY	STARTER/THERMOSTAT	2/2018	106-3591	135.96
122024	99-9084	SCHUERMANN ENTERPRISES, INC	SCADA ANNUAL UPDATE/SERVI	2/2018	2996	2,412.00
122060	99-9086	EMCO TERMITE & PEST CONTROL	TERMIT CONTROL	2/2018	23444 3/20/18	125.00
121737	99-9173	ALL MAINTENANCE SUPPLY, INC	MISC JANITORIAL SUPPLIES	2/2018	64995-02	46.25
120494A	99-9397	ELECTRONIC TRANSACTION SYST	CREDIT CARD FEES	2/2018	JAN 2018 120494A	2,669.44
101161	99-9710	PACE ANALYTICAL SERVICES,	I2018 CA ANNUAL TESTING	2/2018	1860042942	2,193.50
120700	99-9859	VERIZON WIRELESS SERVICES	LPHONE @ SKIATOOK RAW WATE	2/2018	9800439309	16.00
120446	99-9996	ALLIANCE MAINTENANCE, INC.	JAN SRVCS-CITY HALL/ANNEX	2/2018	100554	947.50
FUND TOTAL:						517,352.85

FUND: 29 - STORMWATER MANAGEMENT

SUMMARY REPORT

121948	99-103	ONG	GAS CHARGES DEC 2017	2/2018	12/4-1/5/18 121948	702.23
122477	99-10351	THE BOYD GROUP (US) INC	REPAIR STORMWTR TRUCK	2/2018	5010310923	8,989.10
117466	99-1992	JOHN DEERE FINANCIAL ACCT#5	MISC HAND TOOLS	2/2018	E63167/2 1/18/18	34.99
121309	99-2959	DAVIDSON AND DAVIDSON ENTER	HOSE FOR STREET SWEEPER	2/2018	0124462-IN	219.00
117467	99-3707	O'REILLY AUTOMOTIVE INC	MISC AUTO/EQUIP PARTS	2/2018	153-486177	4.69
117468	99-5367	SOUTHSIDE MOWERS, INC.	CHAIN SAW PARTS	2/2018	135294	44.99
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	2/2018	0232475209	27.04
121164	99-8434	FLEETCOR TECHNOLOGIES d/b/a	JAN 2018 CNG	2/2018	NP52525862	128.83
121424	99-8493	MESHEK & ASSOCIATES, P.L.C.	WEB BASED GIS DATA VIEWER	2/2018	5278	9,584.30
122269	99-9080	J & R EQUIPMENT, LLC	HOSE REEL GUIDE-VAC	2/2018	36510	69.94
FUND TOTAL:						19,805.11

FUND: 30 - STREET & ALLEY

SUMMARY REPORT

121948	99-103	ONG	GAS CHARGES DEC 2017	2/2018	12/4-1/5/18 121948	394.98
121947	99-10302	LAMPTON WELDING SUPPLY CO,	REFILLS ON PROPANE TANKS	2/2018	04610900	153.75
120453	99-1992	JOHN DEERE FINANCIAL ACCT#5	MISC HAND TOOLS	2/2018	E58491/2 1/8/18	220.88
120455	99-30	SAPULPA EXTERMINATING	BUG SPRAY AT SHOP	2/2018	21587A	184.00
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	2/2018	0232475209	27.04

## FUND: 30 - STREET &amp; ALLEY

## SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
122221	99-8539	CROW BURLLNGAME COMPANY	BATTERIES FOR GRADER	2/2018	106-3472	282.00
122223	99-8539	CROW BURLLNGAME COMPANY	FUEL FILTERS-PAD FOOT ROL	2/2018	106-3510	63.32
122526	99-8539	CROW BURLLNGAME COMPANY	MISC PARTS FOR TRUCK #201	2/2018	106-3705	417.52
FUND TOTAL:						1,743.49

## FUND: 31 - CEMETERY MAINTENANCE

## SUMMARY REPORT

121547	99-10252	CECIL COX ENTERPRISES	TIRE FOR BACKHOE	2/2018	3022924	154.00
121948	99-103	ONG	GAS CHARGES DEC 2017	2/2018	12/4-1/5/18 121948	459.67
121549	99-191	FARMERS FEED, INC.	300 GAL SPRAYER	2/2018	2/5/18 121549	1,980.00
120624	99-3707	O'REILLY AUTOMOTIVE INC	EQUIPMENT REPAIR	2/2018	153-482241	7.36
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	2/2018	8241453356	22.21
121164	99-8434	FLEETCOR TECHNOLOGIES d/b/a	JAN 2018 CNG	2/2018	NP52525862	52.13
FUND TOTAL:						2,675.37

## FUND: 32 - HUNTING &amp; FISHING

## SUMMARY REPORT

120583	99-10516	HINSCH MARY	LAKE CARETAKER	2/2018	FEB 2018 120583	750.00
120710	99-10516	HINSCH MARY	COMMISSION SALES	2/2018	121886	206.50
120720	99-4269	CREEK COUNTY RURAL WTR #3	WATER BILL @SAHOMA LAKE	2/2018	24027 12/19-1/2018	121.50
122196	99-7011	LOWE'S HOME CENTERS, INC.	SUPPLIES FOR LAKE	2/2018	01196 2/7/18	77.23
120768	99-8762	AT&T	INTERNET SERVICE	2/2018	157257122 2/7/18	69.74
FUND TOTAL:						1,224.97

## FUND: 33 - GOLF COURSE

## SUMMARY REPORT

121862	99-10133	HARRELL'S LLC	PRE-EMERGENTS	2/2018	INV01101109	5,360.00
121948	99-103	ONG	GAS CHARGES DEC 2017	2/2018	12/4-1/5/18 121948	553.06
122281	99-10302	LAMPTON WELDING SUPPLY CO,	C02 FOR FOUNTAIN	2/2018	00875074	75.01
121768	99-175	STANDARD DISTRIBUTING INC	RESTOCK GRILL	2/2018	318571	32.92
120309	99-1850	AMERICAN HERITAGE BANK	55 GOLF CARTS-QRTLY PAYMN	2/2018	4135 55CART 2/20/1	11,536.53
121857	99-1992	JOHN DEERE FINANCIAL ACCT#5	MISC SUPPLIES	2/2018	N06397/2 1/2/18	111.87
121868	99-2217	DAYS DISCOUNT LUMBER INC	PLYWOOD AND SCREWS-SHED	2/2018	29098	86.32
121752	99-3794	BOTTLING GROUP, LLC	RESTOCK CONCESSION SUPPLI	2/2018	45597203 1/30/18	364.22
121761	99-4686	ANHEUSER BUSCH SALES-OKLAHO	RESTOCK GRILL SUPPLIES	2/2018	595352	284.60
121773	99-5267	TITLEIST	HIGH SCHOOL SHIRTS	2/2018	905234872	41.92
122276	99-5267	TITLEIST	HIGHSCHOOL TEAM SHIRTS	2/2018	905273786	984.87
121771	99-5388	OFFICE DEPOT 25022426	WINDOWS 10	2/2018	103271785001	229.99
121774	99-6461	EZ-GO, A TEXTRON COMPANY	CART REPAIR	2/2018	91318309	94.90
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	2/2018	8241453361	15.06
121865A	99-9501	C & C CONSTRUCTION LLC	REPLACE HEATERS	2/2018	28	950.00
FUND TOTAL:						20,721.27

## FUND: 34 - LIBRARY

## SUMMARY REPORT

120104	99-10095	RICOH USA, INC	WARRANTY SPEC PRINTER	2/2018	5052134795	119.47
122400	99-10168	BRAINFUSE, INC	DATABASE RENEWAL	2/2018	2007280	1,500.00
122401	99-10190	LIBRARICA LLC	RENEW CASSIE 27PAC	2/2018	203486-103R 2/8/19	550.95
121948	99-103	ONG	GAS CHARGES DEC 2017	2/2018	12/4-1/5/18 121948	691.17
122404	99-224	US POST OFFICE	STAMPS FOR LETTERS	2/2018	2/7/18 122404	450.00



FUND: 34 - LIBRARY

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
121946	99-30	SAPULPA EXTERMINATING	QRTLY SPRAYING	2/2018	21587B	150.00
120123	99-4047	SHOW, INC.	RECYCLING	2/2018	18161	30.00
120105	99-7963	TAMMY YVONNE TALLEY	JANITORIAL SRVCS-LIB ANNE	2/2018	FEB 2018 120105	345.00
120106	99-7963	TAMMY YVONNE TALLEY	JANITORIAL SRVCS-LIBRARY	2/2018	FEB 2018 120106	950.00
122403	99-8454	PROQUEST INFORMATION AND LERENEW DATABASE		2/2018	70499133	1,060.00
121719	99-8626	CHARLEY E LOYD C & L LOCKSMOIL LOCKS/REPLACE KEYS		2/2018	09924	200.00
FUND TOTAL:						6,046.59

FUND: 35 - PARKS & RECREATION

SUMMARY REPORT

122182	99-10148	SOUTHWEST PARK AND RECREATI	ANNUAL CONFERENCE	2/2018	01392 J BAKER	375.00
121948	99-103	ONG	GAS CHARGES DEC 2017	2/2018	12/4-1/5/18 121948	1,746.56
122180	99-10408	LOMENICK, KRYSTAL	MEAL REIMBURSEMENT	2/2018	2/5/18 122180	12.00
122179	99-10569	BAKER, JODY	MAL REIMBURSEMENT	2/2018	2/5-6/18 122179	24.00
122183	99-1992	JOHN DEERE FINANCIAL ACCT#5	COAT	2/2018	E62803/2 1/17/18	77.99
121974	99-2217	DAYS DISCOUNT LUMBER INC	MISC PARTS FOR REPAIRS	2/2018	28926	50.90
120564	99-30	SAPULPA EXTERMINATING	BUG SPRAY ALL FACILITIES	2/2018	21587	378.00
121104	99-4700	COX COMMUNICATIONS	CABLE-SENIOR & REC CENTER	2/2018	028122401 1/26/18	38.47
120772	99-5348	PLANNING DESIGN GROUP	CONCEPT/COST EST-KELLYLAN	2/2018	4373	3,000.00
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	2/2018	8241453360	11.52
122198	99-7011	LOWE'S HOME CENTERS, INC.	WOOD FOR REPAIRS	2/2018	02663 2/7/18	143.04
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	2/2018	0232475209	27.04
121164	99-8434	FLEETCOR TECHNOLOGIES d/b/a	JAN 2018 CNG	2/2018	NP52525862	79.41
122222	99-8539	CROW BURLNGAME COMPANY	HYDRAULIC HOSES/O-RINGS	2/2018	106-3482	143.56
120562	99-8545	TITAN COMMERCIAL SERVICES,	JANITORIAL SERVICES-PARKS	2/2018	FEB 2018 120562	600.00
122181	99-9253	BILBY, CHERYL	MEAIL REIMBURSEMENT	2/2018	2/5/18 122181	12.00
120556	99-9288	ADVANCE ALARMS, INC	MONITORYING-SENIOR CENTER	2/2018	1590198	25.00
120558	99-9288	ADVANCE ALARMS, INC	ALARM/MONITORING SERVICE	2/2018	1590891	25.00
122187	99-9899	GEORGE PATTON ASSOCIATES,	ICHIP RACK FOR CONCESSION	2/2018	CC00078172	31.42
122193	99-9941	ANDREW G. FRITZ	ELEVATION BENCHMARK	2/2018	18027	250.00
120560	99-9996	ALLIANCE MAINTENANCE, INC.	JANITORIAL SRVCS-BTW CENT	2/2018	100949	875.00
120561	99-9996	ALLIANCE MAINTENANCE, INC.	JANITORIAL SRVCS-SENIOR	2/2018	100948	695.00
FUND TOTAL:						8,620.91

FUND: 36 - SWIMMING POOL

SUMMARY REPORT

121948	99-103	ONG	GAS CHARGES DEC 2017	2/2018	12/4-1/5/18 121948	21.65
120557	99-9288	ADVANCE ALARMS, INC	ALARM/MONITORING SERVICE	2/2018	1589894	25.00
FUND TOTAL:						46.65

FUND: 44 - MAJOR THOROFARE

SUMMARY REPORT

120316	99-3633	PUBLIC SERVICE COMPANY OF O	EXPRESSWAY LIGHTS-ELEC	2/2018	9512469420 1/26/18	675.74
121971	99-727	BARCO MUNICIPAL PRODUCTS	INGREEN EC FILM FOR SIGNS	2/2018	IN-227761	299.25
121973	99-727	BARCO MUNICIPAL PRODUCTS	INSTREET SIGNS	2/2018	IN-227760	583.75
FUND TOTAL:						1,558.74

FUND: 46 - WATER & SEWER SALES TAX

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
121794	99-10252	CECIL COX ENTERPRISES	SEWER TRUCK TIRE REPAIR	2/2018	3023077	403.45
121948	99-103	ONG	GAS CHARGES DEC 2017	2/2018	12/4-1/5/18 121948	613.95
122250	99-10560	CORE & MAIN LP	CLAMPS/MATERIALS	2/2018	I360402	71.05
122257	99-10560	CORE & MAIN LP	MISC STOCK ITEMS	2/2018	I368280	704.25
122259	99-10560	CORE & MAIN LP	WATER T'S	2/2018	I372815	432.54
121790	99-10624	BRANCHCOMB ASPHALT INC	ASPHALT LEAK REPAIR	2/2018	515	1,300.00
122061	99-1565	OKLAHOMA MUNICIPAL ASSURANCE	DEDUCTIBLE-TORT CLAIM	2/2018	GLA140050401 12/10	5,000.00
122251	99-1992	JOHN DEERE FINANCIAL ACCT#5	NYLON ROPE/SHOVELS	2/2018	E62827/2 1/17/18	57.43
121798	99-2223	MAXWELL SUPPLY, INC.	14" CUTTING BLADES	2/2018	454356	238.97
121787	99-3768	ACTION SAFETY SUPPLY CO	STATE ROAD CLOSURE	2/2018	00213445	1,280.10
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	2/2018	8241453362	10.64
121792	99-7150	UTILITY SUPPLY OF AMERICA,	REPLACE METAL DETECTOR	2/2018	479182	682.25
121799	99-7150	UTILITY SUPPLY OF AMERICA,	ACID GRANULES	2/2018	488193	1,022.18
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	2/2018	0232475209	102.09
121680	99-7535	OKLAHOMA OUTDOOR POWER EQUIPMENT	THROTTLER CABLE	2/2018	192316	27.64
121164	99-8434	FLEETCOR TECHNOLOGIES d/b/a	JAN 2018 CNG	2/2018	NP52525862	329.76
121793	99-9501	C & C CONSTRUCTION LLC	DRIVE REPAIR	2/2018	29	1,100.00
FUND TOTAL:						13,376.30

FUND: 48 - WATER RESOURCE

SUMMARY REPORT

122257	99-10560	CORE & MAIN LP	MISC STOCK ITEMS	2/2018	I368280	1,040.82
FUND TOTAL:						1,040.82

FUND: 55 - INSURANCE FUND

SUMMARY REPORT

120962	99-9739	THE HOLMES ORGANISATION,	INFEB 2018 EMPLOY HEALTH CO	2/2018	2/5/18 120962	226,135.98
FUND TOTAL:						226,135.98

FUND: 57 - E-911 FUND

SUMMARY REPORT

120376	99-4319	AT&T	E-911 MAPPING FEES	2/2018	9181540064 2/1/18	236.90
FUND TOTAL:						236.90

FUND: 58 - JUVENILE JUSTICE FUND

SUMMARY REPORT

120492	99-7564	HUMAN SKILLS & RESOURCES	IPROBATION SRVCS-COURT	2/2018	1/1-1/31/18 120492	1,250.00
120493	99-7564	HUMAN SKILLS & RESOURCES	IDRUG ASSESSMENT-COURT	2/2018	JAN 2018 120493	135.00
FUND TOTAL:						1,385.00

FUND: 63 - SERIES 2014 STR CAP IMPR

SUMMARY REPORT

110191R	99-8493	MESHEK & ASSOCIATES, P.L.C.	N COBB IMPROVEMENTS	2/2018	5239	1,740.00
FUND TOTAL:						1,740.00

FUND: 65 - STREET IMP.SALES TAX

SUMMARY REPORT

119142B	99-10481	TRI-STAR CONSTRUCTION, LLC	RECONSTRUCTION E COBB	2/2018	#7 12/8/17 119142B	157,206.20
120323	99-7994	BANCFIRST	SMA CAP IMPR REV BOND 14	2/2018	SERIES2014 2/6/18	52,818.96
FUND TOTAL:						210,025.16

GRAND TOTAL: 1,089,584.00

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
2/2018	10	501-311	PROFESSIONAL SERVICES	2,500.00	
2/2018	10	502-302	DUES AND SUBSCRIPTIONS	1,080.00	
2/2018	10	503-201	OFFICE SUPPLIES	6.78	
2/2018	10	504-407	BOOKS	545.26	
2/2018	10	506-201	OFFICE SUPPLIES	171.90	
2/2018	10	506-311P	PHYSICALS	539.50	
2/2018	10	506-312	ADVERTISING	10.00	
2/2018	10	508-315	FEES & OTHER CHARGES	25.00	
2/2018	10	508-331	UTILITIES	318.35	
2/2018	10	508-353	MAINTENANCE-BUILDINGS	170.00	
2/2018	10	509-201	OFFICE SUPPLIES	307.66	
2/2018	10	510-311	PROFESSIONAL SERVICES	5,555.83	
2/2018	10	510-315	FEES & OTHER CHARGES	388.56	
2/2018	10	511-201	OFFICE SUPPLIES	191.46	
2/2018	10	511-211	JANITORIAL SUPPLIES	401.99	
2/2018	10	511-212	CHEMICALS	369.21	
2/2018	10	511-214	OPERATIONAL SUPPLIES	215.88	
2/2018	10	511-214E	EMS SUPPLIES	321.35	
2/2018	10	511-221	FUEL AND OIL	106.86	
2/2018	10	511-302	DUES AND SUBSCRIPTIONS	60.00	
2/2018	10	511-331	UTILITIES	2,695.33	
2/2018	10	511-332	COMMUNICATIONS	400.10	
2/2018	10	511-351	MAINTENANCE-EQUIPMENT	311.81	
2/2018	10	511-352	MAINTENANCE-VEHICLES	2,929.81	
2/2018	10	511-353	MAINT-BUILDINGS & FIXTURE	748.00	
2/2018	10	512-141	CONTRACT LABOR	1,595.00	
2/2018	10	512-202	POSTAGE	9.93	
2/2018	10	512-214	OPERATIONAL SUPPLIES	3,033.56	
2/2018	10	512-221	FUEL AND OIL	15.32	
2/2018	10	512-301	TRAINING AND TRAVEL	240.00	
2/2018	10	512-314	UNIFORM CLEANING	2,920.91	
2/2018	10	512-321	PRISONER CARE	40.00-	
2/2018	10	512-331	UTILITIES	1,007.50	
2/2018	10	512-352	MAINTENANCE-VEHICLES	110.94	
2/2018	10	512-353	MAINTENANCE-BUILDINGS	277.50	
2/2018	10	513-211	JANITORIAL SUPPLIES	18.50	
2/2018	10	513-331	UTILITIES	545.33	
2/2018	10	513-332	COMMUNICATIONS	37.49	
2/2018	10	513-353	MAINT - BUILDINGS	192.50	
2/2018	10	514-351	MAINTENANCE-EQUIPMENT	588.00	
2/2018	10	515-311	PROFESSIONAL SERVICES	2,022.50	
2/2018	10	516-312	ADVERTISING	40.96	
2/2018	10	517-201	OFFICE SUPPLIES	26.99	
2/2018	10	517-332	COMMUNICATION	40.01	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
2/2018	10	518-221	FUEL & OIL	18.24	
2/2018	10	518-311	PROFESSIONAL SERVICES	100.00	
2/2018	10	590-141	CONTRACT LABOR	3,237.50	
2/2018	10	590-201	OFFICE SUPPLIES	44.99	
2/2018	10	590-260	MINOR EQUIPMENT & FURNISHINGS	565.48	
2/2018	10	590-315	FEES & OTHER CHARGES	206.00	
2/2018	10	590-331	UTILITIES	174.02	
2/2018	10	590-332	COMMUNICATIONS	14,671.08	
2/2018	10	590-353	MAINT-BUILDING & FIXTURES	950.00	
2/2018	10	590-505	LEASE PAYMENTS	2,327.00	
2/2018	10	591-390	CONTINGENCY FOR EXP NOT BUDGET	500.00	55,847.89
2/2018	20	523-231	MINOR TOOLS	394.90	
2/2018	20	523-241	SAFETY SUPPLIES	149.96	
2/2018	20	523-311	PROFESSIONAL SERVICES	1,826.04	
2/2018	20	523-314	UNIFORM CLEANING	22.02	
2/2018	20	523-315	OTHER FEES & CHARGES	2,669.44	
2/2018	20	523-332	COMMUNICATIONS	138.03	
2/2018	20	524-214	OPERATIONAL SUPPLIES	1,690.74	
2/2018	20	524-221	FUEL & OIL	150.55	
2/2018	20	524-260	MINOR EQUIPMENT & FURNISHINGS	229.99	
2/2018	20	524-302	DUES AND SUBSCRIPTIONS	2,076.00	
2/2018	20	524-311	PROFESSIONAL SERVICES	220.00	
2/2018	20	524-314	UNIFORM CLEANING	72.17	
2/2018	20	524-315A	FEES & OTHER CHG-ODEQ/STA	150.00	
2/2018	20	524-315B	FEES & OTHR CHGS-SKIATOOK	6,769.84	
2/2018	20	524-322	WATER PURCHASE	229.09	
2/2018	20	524-331	UTILITIES	8,266.22	
2/2018	20	524-341	RENTAL OF EQUIPMENT	25.72	
2/2018	20	524-354	MAINTENANCE-FACILITIES	506.00	
2/2018	20	524-401	EQUIPMENT	18,843.05	
2/2018	20	525-211	JANITORIAL SUPPLIES	46.25	
2/2018	20	525-221	FUEL & OIL	73.12	
2/2018	20	525-231	MINOR TOOLS	69.99	
2/2018	20	525-301	TRAINING AND TRAVEL	230.00	
2/2018	20	525-311D	PROF SERVICES-TESTING	240.00	
2/2018	20	525-314	UNIFORM CLEANING	33.40	
2/2018	20	525-331	UTILITIES	973.31	
2/2018	20	525-341	RENTAL OF EQUIPMENT	15.86	
2/2018	20	525-345	DISPOSAL OF SLUDGE	4,151.73	
2/2018	20	525-351	MAINTENANCE-EQUIPMENT	678.30	
2/2018	20	525-352	MAINT-VEHICLES	135.96	
2/2018	20	525-354	MAINTENANCE-FACILITIES	806.52	
2/2018	20	527-141	CONTRACT LABOR	111,791.91	
2/2018	20	528-311E	PROF SERV - INDUSTRY TESTING	2,193.50	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
2/2018	20	590-141	CONTRACT LABOR	3,237.50	
2/2018	20	590-201	OFFICE SUPPLIES	44.98	
2/2018	20	590-260	MINOR EQUIPMENT & FURNISHINGS	565.48	
2/2018	20	590-331	UTILITIES	174.03	
2/2018	20	590-353	BUILDING MAINTENANCE	950.00	
2/2018	20	590-501F	BOND EXP - SERIES 2012	136,595.84	
2/2018	20	590-501G	REVENUE BOND EXP - SERIES 2013	205,801.24	
2/2018	20	590-502	REVENUE BOND TRUSTEE FEES	1,104.17	
2/2018	20	591-390	CONTINGENCY NOT BUDGETED	3,010.00	517,352.85
2/2018	29	529-221	FUEL & OIL	128.83	
2/2018	29	529-231	MINOR TOOLS	79.98	
2/2018	29	529-311	PROFESSIONAL SVCS-ENGINEERING	9,584.30	
2/2018	29	529-331	UTILITIES	702.23	
2/2018	29	529-332	COMMUNICATIONS	27.04	
2/2018	29	529-351	MAINTENANCE-EQUIPMENT	288.94	
2/2018	29	529-352	MAINTENANCE-VEHICLES	8,993.79	19,805.11
2/2018	30	530-214	OPERATING SUPPLIES	153.75	
2/2018	30	530-231	MINOR TOOLS	220.88	
2/2018	30	530-331	UTILITIES	394.98	
2/2018	30	530-332	COMMUNICATIONS	27.04	
2/2018	30	530-351	MAINTENANCE-EQUIPMENT	345.32	
2/2018	30	530-352	MAINTENANCE-VEHICLES	417.52	
2/2018	30	530-353	MAINT-BUILDINGS	184.00	1,743.49
2/2018	31	531-221	FUEL & OIL	52.13	
2/2018	31	531-314	UNIFORM CLEANING	22.21	
2/2018	31	531-331	UTILITIES	459.67	
2/2018	31	531-351	MAINTENANCE-EQUIPMENT	161.36	
2/2018	31	531-401	EQUIPMENT	1,980.00	2,675.37
2/2018	32	532-141	CONTRACT LABOR	750.00	
2/2018	32	532-142	PERMIT SALES COMMISSION	206.50	
2/2018	32	532-331	UTILITIES	121.50	
2/2018	32	532-332	COMMUNICATIONS	69.74	
2/2018	32	532-351	MAINTENANCE-EQUIPMENT	77.23	1,224.97
2/2018	33	533-212	CHEMICALS	5,360.00	
2/2018	33	533-213	CONCESSION SUPPLY	756.75	
2/2018	33	533-215	PRO SHOP SUPPLIES	1,026.79	
2/2018	33	533-302	DUES AND SUBSCRIPTIONS	229.99	
2/2018	33	533-314	UNIFORM CLEANING	15.06	
2/2018	33	533-331	UTILITIES	553.06	
2/2018	33	533-351	MAINTENANCE-EQUIPMENT	1,243.09	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
2/2018	33	533-501D	NOTE PYMTS - GOLF CARTS	11,536.53	20,721.27
2/2018	34	534-141	CONTRACT LABOR	1,295.00	
2/2018	34	534-201	OFFICE SUPPLIES	550.95	
2/2018	34	534-202	POSTAGE	450.00	
2/2018	34	534-302	DUES AND SUBSCRIPTIONS	2,679.47	
2/2018	34	534-331	UTILITIES	691.17	
2/2018	34	534-353	MAINT/BUILDINGS	180.00	
2/2018	34	534-354	MAINTENANCE-FACILITIES	200.00	6,046.59
2/2018	35	535-141	CONTRACT LABOR	2,598.00	
2/2018	35	535-213	CONCESSION SUPPLIES	31.42	
2/2018	35	535-221	FUEL AND OIL	79.41	
2/2018	35	535-301	TRAINING AND TRAVEL	423.00	
2/2018	35	535-311	PROFESSIONAL SERVICES	3,000.00	
2/2018	35	535-314	UNIFORM CLEANING	89.51	
2/2018	35	535-331	UTILITIES	1,746.56	
2/2018	35	535-332	COMMUNICATIONS	65.51	
2/2018	35	535-351	MAINTENANCE-EQUIPMENT	143.56	
2/2018	35	535-354	MAINTENANCE-FACILITIES	443.94	8,620.91
2/2018	36	536-141	CONTRACT LABOR	25.00	
2/2018	36	536-331	UTILITIES	21.65	46.65
2/2018	44	544-251	SIGN SUPPLIES	883.00	
2/2018	44	544-331	UTILITIES	675.74	1,558.74
2/2018	46	1699	INVENTORY PURCHASED	634.10	
2/2018	46	546-212	CHEMICALS	1,022.18	
2/2018	46	546-214	OPERATIONAL SUPPLIES	238.97	
2/2018	46	546-221	FUEL AND OIL	329.76	
2/2018	46	546-231	MINOR TOOLS	57.43	
2/2018	46	546-260	MINOR EQUIPMENT & FURNISHINGS	682.25	
2/2018	46	546-311	PROFESSIONAL SERVICES	1,280.10	
2/2018	46	546-314	UNIFORM CLEANING	10.64	
2/2018	46	546-331	UTILITIES	613.95	
2/2018	46	546-332	COMMUNICATIONS	102.09	
2/2018	46	546-351	MAINTENANCE-EQUIPMENT	431.09	
2/2018	46	546-354	MAINTENANCE-FACILITIES	7,973.74	13,376.30
2/2018	48	1699	INVENTORY PURCHASED	1,040.82	1,040.82
2/2018	55	555-391	LIFE INS PREM-OTHERS	4,719.69	
2/2018	55	555-392	FEES & OTHER-OTHERS	221,416.29	226,135.98
2/2018	57	557-315-.01	FEES & OTHER CHARGES-WIRELESS	236.90	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
					236.90
2/2018	58	558-141	CONTRACT LABOR	1,250.00	
2/2018	58	558-311	PROFESSIONAL SERVICES	135.00	1,385.00
2/2018	63	564-311B	PROF SVCS - END (CA & INSP)	1,740.00	1,740.00
2/2018	65	565-405B	FACILITIES-CONTRACT	157,206.20	
2/2018	65	565-501	BOND EXP -SERIES 2004/2014	52,485.62	
2/2018	65	565-502	REVENUE BOND TRUSTEE FEES	333.34	210,025.16
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		1,089,584.00
			REPORT TOTAL:		1,089,584.00



**Consent Agenda 7.B.**

**City Council Regular**

**Meeting Date:** February 19, 2018

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

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

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**SUBJECT:**

Pre-Paid Claims in the amount of \$154.14.

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**Attachments**

Pre-Pay Claims 2-19-18

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Prepaid Claims for Agenda 2/19/18  
Submitted by: Amber Fisher A/P

City:

Creek County Court Clerk for filing fee on Police Dept Property Disposal.

Total Amount for City- \$ 154.14

DATE	DESCRIPTION	INVOICE AMOUNT #	CHECK AMOUNT #	VOUCHER AMOUNT
2/09/18	13/14 PD PROPERTY FILING FEE-CV	154.14	154.14	154.14
*** TOTALS ***				154.14

AMERICAN HERITAGE BANK AND TRUST  
SAPULPA, OK 74066

TREASURER OF  
**THE CITY OF SAPULPA**  
P.O. BOX 1130  
SAPULPA, OK 74067-1130

CHECK NO#: 121796

VEND: 4373

TO THE ORDER OF ONE HUNDRED FIFTY FOUR & 14/100 DOLLARS  
DATE 2/09/2018

121796

CHECK/WARRANT NUMBER

**AMOUNT**  
154.14

CREEK COUNTY COURT CLERK  
222 E DEWEY AVE  
STE 201  
SAPULPA, OK 74066

*Karen Riley*  
*Shirley Burdick*  
CITY CLERK

⑆ 121796 ⑆ ⑆ 103100618 ⑆ ⑆ 180 928 2⑆



**AGENDA ITEM**

**Administration 10.A.**

**City Council Regular**

**Meeting Date:** February 19, 2018

**Submitted For:** Mike Haefner, Police Chief

**Submitted By:** Chris Jeffries, Police Department Admin.

**Department:** Police Department

**Presented By:** Chief Mike Haefner

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**SUBJECT:**

Discussion and possible action regarding renewal of the Asset Disposition Services Agreement between PropertyRoom.com and the Sapulpa Police Department for a one year term.

**BACKGROUND:**

This agreement between PropertyRoom.com and the Sapulpa Police Department renews our exiting arrangement for another year. This allows items maintained in the police property room to be sold through the on-line auction process after such items have been judicially authorized for disposal through separate court process.

**RECOMENDATION:**

Staff recommends the Council approve the Asset Disposition Services Agreement and authorize the Mayor to execute all necessary documentation.

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**Attachments**

PropertyRoom.com Contract

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This Asset Disposition Services Agreement ("Agreement") is made by and between PropertyRoom.com, Inc., a Delaware corporation ("Contractor") and \_\_\_\_\_ ("Owner"). The Agreement is effective upon Owner's signature date ("Effective Date").

**Whereas** Contractor's business involves surplus asset management, selling, auction, disposition and related services ("Services"); and

**Whereas** Contractor desires to provide Services to Owner and Owner desires Contractor to provide Services subject to this Agreement.

**Now therefore**, in consideration of premises above and mutual covenants and agreements set forth herein, Contractor and Owner agree as follows.

Any other municipal, county, or state government agency located within the same state as Owner may also procure Services under this Agreement under the same terms and conditions stated in this Agreement by executing an adoption agreement with Contractor based upon this Agreement.

1. **Items Requiring Services.** Owner will identify items ("Assets") it desires to provide to Contractor for Services. Contractor retains the right to accept or reject certain Assets in its sole discretion.
2. **Title to Assets.** Owner shall retain, at all times, legal title to Assets unless and until Assets are purchased or otherwise disposed of according to the Agreement, at which time Owner will be deemed to have transferred title directly to an Asset purchaser or other acquirer ("Buyer") identified by Contractor. Owner appoints Contractor as its representative and instrumentality to hold and offer Assets for sale, on Owner's behalf, in accordance with the Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's rights, title and interest in and to Assets sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of any kind arising out of Asset sales ("Proceeds") belong to Owner. Contractor may withhold from Proceeds amounts owed to Contractor and any third parties in connection with Services, which amounts shall be disbursed by Contractor on Owner's behalf. Contractor will remit remaining balances to Owner ("Owner Net Proceeds").
3. **Term and Termination**

This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year from the Effective Date and thereafter will

automatically renew for consecutive one (1) year terms unless written notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.

- a. Either Owner or Contractor (the "Party" of "Parties") may terminate the Agreement upon thirty (30) days prior notice to the other Party.
  - b. The rights of the Parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. Exercising any such right or remedy will not preclude exercising these or any other rights and remedies.
  - c. Upon any termination or expiration, Contractor may continue to provide Services for any unsold Assets then in the possession of Contractor. Alternatively, Owner may, at Owner's expense, arrange for the return of Owner Assets.
4. **Payment for Services**
- a. **Fees.** Fees for Contractor Services appear in signed addendums to this Agreement.
  - b. **Remittance of Proceeds.** Once a month, Contractor will remit Owner Net Proceeds from sales completed the prior month. Sales are deemed completed when all items from an asset list line-item are sold, paid for and shipped. Contractor may defer payment of any amount less than \$250 until such time as the amount owed Owner equals or exceeds \$250.
  - c. **Invoices.** If monthly Proceeds do not cover amounts owed, Contractor and Owner will mutually agree for Contractor to either:
    - (1) Invoice Owner for Services, net of Proceeds collected, or
    - (2) Accrue and carry-over unpaid balances, invoicing Owner when negative balances persist for six (6) consecutive months.
  - d. **Reporting.** Each month, Contractor will publish a standard online report containing information related to Owner Assets, Services provided, Fees and Owner Net Proceeds.
5. **Contractor Obligations.** Contractor may utilize subcontractors in its performance of Services, provided Contractor shall be responsible for any breach of this Agreement by such subcontractors. With respect to delivering Services:
- a. Contractor shall maintain insurance covering Assets against fire, theft, and extended coverage risks ordinarily included in similar policies.
  - b. For auction Services, Contractor will use organic marketing techniques ("OMT") to increase bidding on Owner Assets. OMT may

include, but not be limited to, email, publicity related to this Agreement, and facilitation of clickable links on Owner website(s) to websites used by Contractor for Asset sales.

**6. Asset Lists**

- a. **Manifest & Asset Lists.** Owner will complete paperwork reasonably necessary to convey custodial possession of Assets to Contractor, such as written manifests or Asset lists (the "Asset Lists") describing items in sufficient detail for proper identification. Contractor owns exclusive rights to sell Assets described in Asset Lists provided by Owner for a period of 120 days from the date Owner releases an Asset to Contractor for sale and Owner will not grant any such rights to any third party (or itself sell the applicable Assets).
- b. **Excluded Assets.** Owner agrees it will not knowingly provide illegal or hazardous Assets or Assets that infringe intellectual property rights of any third party ("Excluded Assets"). In the event Contractor identifies any item as an Excluded Asset, Contractor shall have the right to suspend, cancel, or unwind any sale or disposal of such Excluded Asset.

**7. Salability of Assets.**

- a. Owner states Assets subject to Services are legally available for sale to the general public; and
- b. If required, Owner has taken necessary actions for transfer of Asset title(s) to Buyers.

**8. Books and Records.** Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during Contractor's normal business hours.

**9. Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party may assign any of its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided that Contractor may assign this Agreement without such consent to a successor in interest by way of a merger, consolidation, or sale of all or substantially all of Contractor's assets.

**10. Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided in the Owner information section. Notices sent by registered mail or national overnight carrier shall be effective upon delivery. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by written notice to the other Party. A change of address will take effect upon receipt of notice unless a later date is otherwise specified.

**11. Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.

**12. Governing Law.** The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the Parties waive any right to object to the venue.

**13. Further Assurances.** Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.

**14. Relationship of the Parties.** No representations or assertions will be made or actions taken by either Party that could imply or establish any joint venture, partnership, employment or trust relationship between the Parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither Party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create

**Asset Disposition Services Agreement**

any liability or obligation whatsoever on behalf of the other, to any person or entity.

15. **Force Majeure.** Neither Party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the Parties' reasonable control (each a "Force

Majeure"), it being understood that lack of financial resources will not to be deemed a cause beyond a Party's control. Each Party will notify the other Party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, together with one or more signed addendums attached hereto, comprises the entire agreement between Contractor and Owner relating to Services and supersedes any prior understandings, agreements, or representations by or between the parties, whether written or oral.

<b><u>OWNER</u></b>	
<b>Signature</b>	_____
<b>Name</b>	_____
<b>Title</b>	_____
<b>Date</b>	_____

<b><u>CONTRACTOR</u></b>	
<b>Signature</b>	_____
<b>Name</b>	_____
<b>Title</b>	_____
<b>Date</b>	_____

**OWNER INFORMATION & AGREEMENT OPTIONS SELECTED**

<b>Owner Name:</b>	<b>Account #:</b>
<b>Street Address:</b>	<b>Cooperative Purchasing Agreement?</b> NJPA <input type="checkbox"/> TXMAS <input type="checkbox"/> Other (Please specify) _____ <input type="checkbox"/> <b>Member #:</b> _____
<b>City, State/Province, Postal Code, Country:</b>	<b>Resolution of Unpaid Monthly Service Fees:</b> Balance carry-over <input type="checkbox"/> Monthly Invoice <input type="checkbox"/>
<b>Telephone:</b>	<b>Fax:</b>
<b>Primary Contact:</b> Name _____ Work _____ Mobile _____ Email _____	<b>Secondary Contact:</b> Name _____ Work _____ Mobile _____ Email _____

1. This addendum ("Addendum") is attached to and made part of the Asset Disposition Services Agreement dated \_\_\_\_\_ ("Agreement") between Contractor and Owner. In the event of a conflict between the provisions of the Agreement, this Addendum and any prior agreement or Agreement addendum, this Addendum will govern.
2. **Definitions.**
  - a. **Winning Bid.** "Winning Bid" means the highest amount committed and paid by a Buyer of a sold Asset. Winning Bid does not include shipping & handling, buyer premiums, or other fees, if any, nor does Winning Bid include an amount a Buyer commits but fails to pay.
  - b. **Sales Price.** "Sales Price" equals the Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a Buyer.
  - c. **Payment Processing Costs.** Payment processing costs equal 3% of Sales Price ("PP Costs").
  - d. **Success Fee.** For sold Assets, Owner will pay Contractor a Services fee equal to a percent of profits or Winning Bids as specified below ("Success Fee").
  - e. **Buyer Premiums.** Notwithstanding anything to the contrary herein, Contractor may collect a Winning Bid percent fee from a Buyer, typically referred to as a "Buyer's Premium".

3. **Services Offered.** Contractor provides a suite of Services referenced herein. Upon mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.
  - a. **Portables Auction Service ("Portables").** Applying to Assets small enough for pick-up by Contractor via box truck or common carrier shipment, excluding firearms, Contractor will transport, test and/or authenticate (if applicable and practicable), erase or destroy memory media (in the case of electronics), image, store, list and sell Assets via public internet auction on one or more Contractor selected websites. Owner will pay Contractor a Success Fee as described below.
    - (1) **Non-bicycle Asset Success Fee.** For non-bicycle assets, Success Fee equals 50% for the first \$1,500 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,500.
    - (2) **Bicycle Asset Success Fee.** For bicycle assets, Success Fee equals 85% of the Winning Bid.
    - (3) **Net Proceeds.** For each Portables Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
    - (4) **Fuel Surcharge.** If quarterly retail diesel prices, as published by the U.S. Energy Information Administration, rise above the level shown in the table below, a fuel surcharge ("Fuel Surcharge") will be deducted from Owner Net Proceeds for each Portable Manifest picked up at Owner's location.

Retail Diesel (per gal)	Fuel Surcharge
< \$ 2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20*

\* Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

- (5) **Shipping Fee.** If assets are transported via common carrier and not picked up by Contractor, the shipping fee will be deducted from Owner Net Proceeds.

- b. **Firearms Auction Service.** This service is restricted to Owner firearm assets ("Firearm Assets") legally available for public sale in the United States. Contractor is compliant with ATF, Title 18, U.S. Code Ch. 44 and NFA (26 U.S.C., Ch. 53), as well as applicable state and local laws. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Firearm Assets.

Contractor will deliver Firearm Assets disposition services beginning with the collection and transport of Firearm Assets to a Federal Firearms Licensee ("FFL") holder ("Recipient FFL" or "Partner FFL"). Subsequently, Contractor and Recipient FFL will store, catalog, image, list for public internet auction, process purchaser payment and ship Firearms Assets to another FFL holder ("Transferee FFL") that will administer final physical transfer to purchaser ("Buyer") in compliance with applicable federal, state, and local laws. Owner will pay Contractor a Success Fee as described below.

- (1) **Success Fee.** For Firearm Assets, Success Fee equals 50% for the first \$1,500 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,500.

- (2) **Net Proceeds.** For each Firearm Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
- c. **In Place Auction Service (“In Place”).** Applying to Assets that Owner and Contractor mutually agree to auction in place, Contractor will sell In Place Assets via public internet auction on one or more Contractor selected websites using descriptions and digital images supplied by Owner. Owner will maintain physical control of In Place Assets and transfer possession to Buyers after sale. Owner will pay Contractor a Success Fee as described below.
- (1) **Success Fee.** For each In Place Asset, Success Fee equals 2.5% of Winning Bid.
- (2) **Net Proceeds.** For each In Place Asset sold at auction, Winning Bid less Success Fee less PP Costs equals Owner Net Proceeds.
- d. **Haul Away Auction Service (“Haul Away”).** Applying to fleet vehicles and equipment, Contractor will tow Assets to, or take delivery at, Yards. Contractor will store, image, describe, list and sell Haul Away Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more subcontractors (“Subcontractor”) for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.
- (1) **Success Fee.** For each Haul Away Asset, Success Fee equals 12.5% of Winning Bid.
- (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs (“Tow & Miscellaneous Fee Schedule”). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).

Haul Away Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	First 30 miles free. \$10 for every 10 miles over the 1st 30 free miles
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 <sup>th</sup> or subsequent attempt	\$35 / re-list
<i>Storage - light &amp; medium duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$5 / day
<i>Storage - heavy duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$8 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (3) **Net Proceeds.** For each Haul Away Asset, Winning Bid less the sum of Success Fee, Tow & Miscellaneous Fees, and PP Costs equals Owner Net Proceeds.

- e. **Impound Storage & Auction Service (“Impound”).** Applying to citizen vehicles seized and or impounded by Owner, Contractor will receive tows of Impound Assets at tow yard facilities (“Yards”), storing Assets while Owner decides whether to release to a citizen or auction. For release-to-citizen vehicles (“Released Vehicles”), Contractor will process and collect fees from citizens. For auctioned vehicles, Contractor will store, image, describe and sell Impound Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more sub-contractors



("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.

- (1) **Success Fee.** For each Impound Asset sold at auction, Success Fee equals 12.5% of the Winning Bid.
- (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled-away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).
- (3) **Storage Fees.** Impound storage fees are indicated in the fee schedule below. Owner retains rights to charge citizens higher storage fees for Released Vehicles and Contractor will collect those storage fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments"). In the event that Assets are stored for an extended period of time without being released by Owner for auction, Owner agrees to reimburse Contractor for such storage fees in a manner to be mutually agreed upon.

Impound Storage & Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 <sup>th</sup> or subsequent attempt	\$35 / re-list
<i>Owner Storage Fees</i>	Daily storage for assets stored and awaiting auction	Per day	\$8 / day
<i>Citizen Storage Fees</i>	Daily storage for release vehicles	Per day	\$15 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (4) **Net Proceeds.** For each Impound Asset, the sum of Winning Bid and Citizen Payments less the sum of Success Fee, Tow & Miscellaneous Fees, Owner/Citizen Storage Fees and PP Costs equals Owner Net Proceeds.

4. **Modifications.** Contractor may, from time to time, modify Standard Fees & Services. To effect a fee change, Contractor will provide Owner advance written notice which will include an update to this Addendum.

<u>OWNER</u>	
Signature	_____
Name	_____
Title	_____
Date	_____

<u>CONTRACTOR</u>	
Signature	_____
Name	_____
Title	_____
Date	_____



**AGENDA ITEM**

**Administration 10.B.**

**City Council Regular**

**Meeting Date:** February 19, 2018

**Submitted For:** Martha Stalker, Library Director

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

**Department:** Library

**Presented By:** Martha Stalker

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**SUBJECT:**

Discussion and possible action regarding ratification of acceptance by the City of Sapulpa, Oklahoma, of State Aid Grant award from the Oklahoma Department of Libraries in the amount of \$14,323.00 to the Sapulpa Public Library.

**BACKGROUND:**

These are grant funds for Books, Travel & Training, Equipment, and Furniture from the Oklahoma Department of Libraries, and are distributed to Oklahoma libraries that have qualified for it. The Bartlett-Carnegie Sapulpa Public Library has made application, and has qualified for it, and has been awarded the above stated funds. Sapulpa Public Library makes great effort to qualify for this grant every year. The grant was accepted by the City Manager on February 2, 2018 and should be formally ratified by the Council.

**RECOMENDATION:**

Martha Stalker recommends Council accept Grant Award and authorize Mayor to execute any and all documents required.

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**Attachments**

2018 State Aid Grant to Public Libraries

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STATE OF OKLAHOMA  
OKLAHOMA DEPARTMENT OF LIBRARIES

To: Public Library Directors  
From: Susan McVey, Director  
Oklahoma Department of Libraries  
Date: December 12, 2017

It is with pleasure that we again distribute **State Aid Grants to Public Libraries** and **Library Systems**. Please find enclosed:

- The agreement for 2018 State Aid Recipients (2 copies)
- A claim form, and
- *Oklahoma Department of Libraries, Rules and Regulations for State Aid Grants to Public Libraries.*

This last document is a **reformatted version of the Oklahoma Administrative Code Title 405, Chapter 25** and was created by the Office of Library Development. The administrative code can be viewed at <http://libraries.ok.gov/wp-content/uploads/StateAidRulesAndRegulations.pdf>.

*The recent changes to the State Aid rules went into effect  
September 11, 2017 and will be used to award state aid grants for FY 2019.*

Please follow these **instructions** for processing the agreement and claim form

**Agreement:**

Both copies of the agreement must be **signed and dated** by the library director and an authorized representative (mayor, city manager, board chair). Return **one (1) copy** with the claim form and keep the other copy for your records. This document serves as a contract between your library and the Oklahoma Department of Libraries.

*Please note that the Department of Libraries processes claims on cash allotments from the Office of State Finance. No more than 1/12 of the cash allotment may be spent on State Aid per month.*

**Claim Form:**

The claim form must be signed by either the library director or the library board chairperson and notarized.

*State Aid funds must be obligated or expended by July 31, 2018.*

Please return the **originals** of the notarized claim form and the agreement to **Oklahoma Department of Libraries, Attn: Doris Dixon, 200 NE 18<sup>th</sup> Street, Oklahoma City, OK 73105.**

# AGREEMENT

For  
2018 State Aid Recipients

**WHEREAS**, the State of Oklahoma and the Oklahoma Department of Libraries wish to improve library service in the State.

**THEREFORE**, in consideration of the mutual covenants contained herein and as set forth in the Oklahoma Administrative Code Title 405, Chapter 25.

The Department will distribute funds as per approved formula. State aid funds are dependent on the Oklahoma Department of Libraries having sufficient funds to pay awards. In case of revenue failures, payments to libraries will be reduced uniformly. Ten percent of each award will be held until the end of the fiscal year to cover revenue shortfalls. Libraries will be awarded the balance of their state aid grant minus any reduction based on revenue failure.

All funds shall be administered according to Okla. Stat. tit. 11, Section 17-207 (2011), which states, "Any monies received or expended by a municipality must be accounted for by fund and account."

In accepting state aid funds, the undersigned representative of a public library agrees that said library meets these standards as adopted by the Oklahoma Department of Libraries Board on February 24, 2017 and will maintain such standards and will apply such funds for the improvement of public library services. All funds will be expended or obligated on or before July 31, 2018.

## Bartlett-Carnegie Public Library

Sapulpa

Joan Riley, City Manager  
Authorized Representative, Title  
2-2-2018  
Date

Wendy Stalker  
Librarian  
2-2-18  
Date

# AGREEMENT

For  
2018 State Aid Recipients

**WHEREAS**, the State of Oklahoma and the Oklahoma Department of Libraries wish to improve library service in the State.

**THEREFORE**, in consideration of the mutual covenants contained herein and as set forth in the Oklahoma Administrative Code Title 405, Chapter 25.


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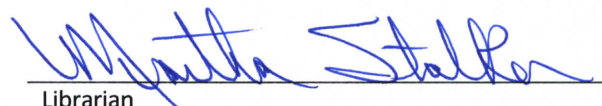
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## Bartlett-Carnegie Public Library

Sapulpa

  
\_\_\_\_\_  
Authorized Representative, Title  
  
2-2-2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Librarian  
  
2-2-2018  
\_\_\_\_\_  
Date

AGENCY BUSINESS UNIT  
43000

CLAIM OF:  
Bartlett-Carnegie Public Library  
Sapulpa

STATE OF OKLAHOMA  
Notarized Claim Voucher And  
Disbursements of Payroll  
Withholdings

FOR AGENCY USE: 2551101 198 A

OBJECT ACCOUNT	AMOUNT	OBJECT ACCOUNT	AMOUNT
555110	\$ 14,323.00		

Address: \_\_\_\_\_

FOR  
\$14,323.00  
AGAINST

Agency, Bd.,  
Comm., Dept.: OK Dept of Libraries

**ASSIGNMENT**

I hereby assign this claim to

and authorize the State Treasurer to issue a warrant in payment to said assignee.

\_\_\_\_\_  
Claimant Signature

TOTAL AMOUNT \$ 14,323.00

OSF-AUDITED BY: \_\_\_\_\_ Date \_\_\_\_\_

DATE	ITEM	QUANTITY	ARTICLE	UNIT PRICE	AMOUNT CLAIMED	OBJECT ACCOUNT
12/11/2017			FY 18 State Aid Grant. 90% of full amount awarded.  Budget Ref.: 18 Department: 2000001 CFDA: 453109999		\$ 14,323.00	555110

THIS SECTION IS NOT REQUIRED FOR WITHHOLDING PAYMENTS- EXCEPT FOR WITHHOLDING REFUNDS

TOTAL AMOUNT APPROVED 14,323.00

The undersigned contractor, vendor, individual, or duly sworn agent, of lawful age, upon oath says that this claim is true and correct. Affiant further states that the work, services, or materials as shown by this claim have been completed or supplied in accordance with the plans, specifications, orders, requests, and all other terms of the contract. Affiant also states that any refunds represented by this payment are due. (NOTE: Claimant signature only for payroll withholding refunds)

  
\_\_\_\_\_  
Claimant

\_\_\_\_\_  
Department Supervisor's Approval Signature  
(If required)

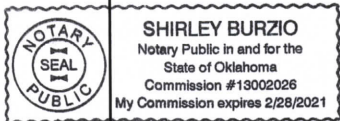
\_\_\_\_\_  
Date

State of Oklahoma County of Creep

Subscribed and sworn before me on Feb 2, 2018

My Commission expires Feb 28, 2021

Notary Public (or Clerk or Judge) 



Agency, Bd.,  
or Div. Use Sapulpa

**OK TO PAY**



**AGENDA ITEM**

**Administration 10.C.**

**City Council Regular**

**Meeting Date:** February 19, 2018

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

**Department:** Legal

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

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**SUBJECT:**

Discussion and possible action regarding approval of a Lease Agreement with Roger Weilacher, President of Glass Design, Inc. for the property located at 8810 West 100th Street South, Sapulpa, Oklahoma.

**BACKGROUND:**

On February 8, 2018, the City of Sapulpa took possession of the property and 3 structures located 8810 W 100th Street S, Sapulpa, Oklahoma. One of the structures is in process of being designed and refurbished to house the new animal shelter for the City. Work on the animal control building will start as soon as the final design plans from the engineer have been approved. The other two structures on the property are to be utilized as the public works complex for the City. Work on those 2 structures will not commence until after the animal shelter project has been completed. To make use of those 2 structures during pendency of construction the animal control facility, staff has negotiated a proposed lease for the 2 buildings with its existing tenant, Glass Design Inc. The proposed lease agreement is for a one year term at an annual rent of \$33,000.00 and will allow the tenant to remain at their current location until the City is prepared to commence work on the public works complex.

**RECOMENDATION:**

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

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**Attachments**

Lease Agreement

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**LEASE AGREEMENT**

**[City of Sapulpa and Glass Design]**

In consideration of the covenants hereinafter set forth in this document (the "Lease" or "Lease Agreement"), the City of Sapulpa, Oklahoma ("Landlord") hereby leases to Glass Design, Inc. ("Tenant") and Tenant hereby leases from Landlord, the herein described premises upon the following terms and conditions:

**SECTION I - BASIC LEASE PROVISIONS**

- A. **LEASED PREMISES:** The "Leased Premises" are two certain structures described and identified on attached Exhibit A with a street address of \_\_\_\_\_, Sapulpa, Oklahoma, 74066 (the "Leased Premises").
- B. **LEASE TERM:** The term of this Lease shall be a period of one (1) year (the "Lease Term") commencing on the "Term Commencement Date", which shall be March 1, 2018 and ending at 12:00 midnight on February 28, 2019.
- C. **RENT COMMENCEMENT DATE:** Tenant's obligation to pay Rent hereunder will begin on the "Rent Commencement Date", which shall be March 1, 2019.
- D. **RENT:** The "Rent" shall consist of a total annual rent of Thirty Three Thousand Dollars and no/ 100 dollars (\$33,000.00) due and payable monthly in advance on the first day of each month. The payment of Rent shall commence on the Rent Commencement Date and shall be payable in accordance with the following schedule:

March 1, 2018.....	\$2,750.00
April 1, 2018.....	\$2,750.00
May 1, 2018.....	\$2,750.00
June 1, 2018.....	\$2,750.00
July 1, 2018.....	\$2,750.00
August 1, 2018.....	\$2,750.00
September 1, 2018.....	\$2,750.00
October 1, 2018.....	\$2,750.00
November1, 2018.....	\$2,750.00
December 1, 2018.....	\$2,750.00
January 1, 2019 .....	\$2,750.00
February 1, 2019.....	\$2,750.00

**SECTION II - GENERAL PROVISIONS**

- A. **RELATIONSHIP:** Nothing herein shall be construed as creating a relationship between the parties other than that of Landlord and Tenant.



- B. WAIVERS: Landlord's consent, approval, or waiver of any act, breach, or Default by Tenant shall not be construed to render future consent to or approval of any subsequent similar act unnecessary, nor as a waiver of a subsequent breach or Default. No covenant, term, or condition shall be deemed waived by Landlord unless the waiver, in each instance, is in writing.
- C. NOTICES: All payments, reports, notices, documents, or other correspondence due to either Landlord or Tenant shall be made to the following applicable addresses: Landlord: c/o City Clerk, P.O. Box 1130, Sapulpa, OK 74067; Tenant: c/o George Weilacher\_\_\_\_\_. Landlord and/or Tenant shall have the right to change their Address from time to time by written notice to the other. All parties included within the term "Tenant" shall be bound by notices given hereunder to the same effect as if each had received such notice. Any notice required may be delivered either by United States mail certified or registered, postage prepaid, return receipt requested, or by hand delivery.

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

- A. LANDLORD WORK: Landlord shall not be obligated to furnish any work, remodeling, fixtures, or equipment to make the Leased Premises ready for Tenant's use unless such items are specifically agreed to herein or in another writing agreed to and signed by Landlord.
- B. ACCEPTANCE: Tenant acknowledges that it has had an opportunity to independently inspect the Leased Premises, as well as all facilities serving the Leased Premises, and Tenant accepts the Leased Premises in their present condition having found them to be acceptable and suitable for Tenant's intended use.
- C. TENANT'S WORK: Should Tenant desire to do or have any work performed to alter the condition of the Leased Premises, it shall first obtain the written consent of Landlord, which consent shall not be unreasonably withheld. The plans and specifications for Tenant's Work shall be submitted to Landlord prior to commencing Tenant's Work. Tenant's Work shall be performed and completed in a good and workmanlike manner by properly licensed professionals and shall be completed in strict conformance with the plans and specifications as approved by Landlord. Moreover, it is specifically contemplated as a condition of entering into this Lease that Tenant shall do certain work to provide all required utilities to the Leased Premises within sixty (60) days of the Term Commencement Date. In this regard, Tenant agrees at its sole expense to provide separate utilities as needed by Tenant to the Leased Premises, such work to be completed within sixty (60) days off the Term Commencement Date.

### **SECTION IV - RENTAL AND OTHER PAYMENT PROVISIONS**

- A. PAYMENT OF RENT: Tenant agrees to pay to Landlord the Rent specified in Section I. The first regular advance monthly installment of the Rent shall be due and

payable on the Term Commencement Date and subsequent advance monthly installments of the Rent shall be due and payable on the first day of each month thereafter during the Lease Term. Each installment of Rent shall be paid without counterclaim, deduction or offset. Tenant waives any right to notice that any Rent is due or past due.

- B. ACCEPTANCE: Landlord's acceptance of a payment of Rent after its due date shall not be deemed a departure from the terms of this-Lease and despite any such acceptances, Landlord shall always have the right to declare the Tenant in Default should the Tenant thereafter fail to make any payment on the date the same becomes due. Landlord's acceptance of a lesser amount due than the Rent or other charges due shall not be deemed a waiver of the remaining balance due, nor shall an endorsement or statement on any check, or letter accompanying any check or payment, be deemed an accord and satisfaction, and Landlord may receive and deposit such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease. Landlord's acceptance of a check or payment from a person or entity other than Tenant shall not be deemed a consent by Landlord to a transfer of the obligations of this Lease.

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

- A. CARE OF PREMISES: Tenant shall not engage in any activities which might injure the Property or the Leased Premises. At all times Tenant shall take good care of the Leased Premises and keep the same in a clean, orderly and sanitary condition.
- B. PERMITTED USE: The Leased Premises may be used and occupied by Tenant only for use as \_\_\_\_\_ and services and activities related thereto and for no other purpose. Tenant shall be entitled to use the Leased Premises during the Lease Term for such permitted use every day of the week between the hours of \_\_:00 a.m. to \_\_: 00 p.m. Use of the Leased Premises by Tenant at any other time shall be at the sole discretion of Landlord, which consent shall not be unreasonably withheld. Tenant agrees that no activity or use shall occur on the Leased Premises without a responsible staff member of Tenant being present on the site.
- C. PARKING: Tenant, its employees, and invitees are allowed to use only the parking lot located on the on the North and East sides of the Leased Premises as reflected on Exhibit A.
- D. EQUIPMENT / SUPPLIES: Tenant shall utilize at its sole expense its own office equipment and supplies in conducting its operation and shall keep separate such supplies from supplies of the Landlord.

#### **SECTION VI- UTILITIES AND SERVICES**

- A. UTILITIES: Tenant shall be solely responsible for and agrees to promptly pay any and all charges for electricity, gas, water, storm water, sewer, refuse disposal, user

fees, telephone, internet as well as any other assessments, fees, or similar charges, for the Leased Premises.

- B. INTERRUPTION: Landlord shall not be liable to the Tenant in damages or otherwise if any one or more of said services, whether or not furnished by Landlord, is interrupted or terminated.
- C. CLEANING: Tenant shall supervise the maintenance and janitorial needs of the Leased Premises. The maintenance and cleaning personnel will all be hired and supervised by the Tenant. Any such personnel will coordinate with the Landlord and Tenant in an effort to adequately insure that the Leased Premises are kept in a clean and sanitary condition.

### **SECTION VII - REPAIRS**

- A. LANDLORD: Landlord shall keep the foundations, exterior walls, and roof of the building in which the Leased Premises are located in good repair and shall not be required to make any other repairs. Unless otherwise provided in this Lease, Landlord shall not be obligated to make any improvements or repairs of any kind on the Leased Premises. Should the need arise for an repairs which are Landlord's responsibility, Tenant shall immediately contact Landlord as well as give Landlord prompt written notice thereof. In addition, the parties contemplate that the City shall, during the Lease Term provided, study and determine whether structural remodeling of the facility to better accommodate a shared use of the structure between the parties is feasible. If in the Landlord's sole discretion, such remodeling is deemed feasible and desirable, then the parties agree to co-operate and assist each other in causing such remodeling to occur within the Lease Term provided.
- B. TENANT REPAIRS: Tenant shall keep and maintain the Leased Premises in good order and repair, and in a condition at least equal to that at the Rent Commencement Date. Tenant's responsibilities for repairs or alterations shall include without limitation, all work of whatever nature which becomes necessary or desirable due to damage caused by Tenant or by Tenant's Invitees. Tenant shall not make any repairs, alternations, or additions to either the interior or exterior of the Leased Premises or the Property without first obtaining Landlord's prior written consent.
- C. SIGNS: Tenant shall be permitted an exterior sign to be erected or installed on the Leased Premises with the Landlord's prior written approval.

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

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

condition is the responsibility of Tenant. In any suit or action claimed to arise in whole or in part from the negligence or act of Tenant in which Landlord is included as a defendant, Tenant will assume all the burdens, and costs and expenses thereof and the costs of settlement or judgment obtained against Landlord by reason thereof. Tenant agrees to defend such action or proceeding by counsel reasonably satisfactory to Landlord.

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

## SECTION IX - INSURANCE AND DAMAGE

- A. TENANT'S INSURANCE: At all times as Tenant occupies the Leased Premises, or any part thereof, Tenant at its sole expense shall keep in force comprehensive general public liability and property damage insurance (including contractual and products liability), insuring Landlord and Tenant from all claims, demands or actions whatsoever occurring on or about the Leased Premises with combined single limit bodily injury and property damage coverage in an amount as designated sufficient by Landlord.
- B. POLICY PROVISIONS: All insurance policies required to be carried by Tenant shall specifically designate Landlord as a named insured party and shall provide that said policies will not be canceled without at least thirty (30) days prior written notice to Landlord. The policy(s) or duly executed certificate(s) for the same, together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Landlord prior to the delivery of the Leased Premises to Tenant and thereafter at least thirty (30) days prior to the expiration dates of the last policies or certificates delivered to Landlord. All required insurance policies shall be written by companies

of good financial standing, well rated by national rating organizations, and legally qualified to issue such insurance in the State of Oklahoma. If Tenant fails to comply with the above insurance requirements Landlord may obtain said insurance and keep the same in effect, and Tenant shall pay Landlord the premium cost thereof plus Interest thereon from the date of Landlord's payment, all as additional Rent.

- C. LANDLORD INSURANCE: Landlord shall carry insurance on the building in which the Leased Premises are located in amounts and types of coverage deemed adequate by Landlord, which may include, but shall not be limited to, comprehensive general public liability and property damage; fire and other casualty coverage. Landlord's casualty insurance will not cover any of Tenant's merchandise, trade fixtures, leasehold improvements or any other property of Tenant, or any property of others for which Tenant is responsible.
- D. DAMAGE: Should all or any portion of the Leased Premises be damaged or destroyed by fire or other casualty, Tenant shall immediately contact Landlord and also give Landlord prompt written notice thereof. Landlord shall have sixty (60) days from the casualty date to elect whether or not to repair and restore the damage. If Landlord elects not to rebuild or restore the Leased Premises, Tenant shall pay all Rent and other amounts due as of the casualty date and this Lease will terminate. If Landlord elects to rebuild or restore, then this Lease shall not terminate, but the Rent shall abate pro-rata (according to the square footage of the Leased Premises which is unusable) from the casualty date until the Leased Premises are re-delivered to Tenant. Tenant agrees during any period of reconstruction, restoration, or repair of the Leased Premises or the Property to continue the operation of its business in the Leased Premises to the extent reasonably practicable. Tenant shall forthwith replace or, repair at Tenant's expense, all signs, trade fixtures, equipment, and installations originally installed by Tenant. Landlord shall have no interest in the proceeds of any insurance carried by Tenant on Tenant's interest in this Lease, and Tenant shall have no interest in the proceeds of any insurance carried by Landlord. Tenant waives any claims or cause of action whatsoever against Landlord based upon damage to Tenants leasehold improvements, or to the Leased Premises, or to the contents thereof resulting from fire or any other casualty and Tenant agrees to give notice to its insurance carrier or carriers of this covenant -against suit for the purpose of eliminating any subrogation action which might otherwise result. Landlord's obligation to restore any casualty damage, if Landlord so elects, to the Leased Premises shall be limited to restoring the Leased Premises to substantially the same condition as existed immediately prior to the casualty, exclusive of any Tenant's Work to have been performed under this Lease. Notwithstanding anything in this Section to the contrary, there shall be no abatement in Rent, as above mentioned if the fire or other casualty giving rise to the damage or destruction was caused by carelessness neglect, or act of the Tenant or its invitees, in which event Tenant shall further be liable to Landlord for all damages to the Property or other losses which stem from such fire or other casualty.

## **SECTION X - ASSIGNMENT OR SUBLEASING**

- A. **ASSIGNMENT/SUB-LEASE:** Tenant acknowledges that its agreement to operate the Leased Premises for the use permitted was a primary inducement and precondition to Landlord's agreement to lease the Leased Premises to Tenant and that Landlord's agreement to enter into this Lease was substantially and significantly based upon the credentials, creditworthiness and operating ability/experience of key personnel and owners of Tenant's business at the time this Lease was signed. Accordingly, Tenant shall not assign, sublet, enter into license agreement, share ownership, hypothecate or otherwise transfer (collectively "Transfer") this Lease or the Tenant's interest in the Leased Premises, in whole or in part, without, in each instance, first procuring the written consent of Landlord, which consent may be denied in Landlord's sole discretion. The provisions of this Section shall be construed to apply to any events occurring by operation of law or legal process, including, without limitation, receivership and bankruptcy.

## **SECTION XI - RIGHT OF ACCESS**

- A. **ACCESS:** Landlord or its agents shall have the right at any reasonable or prudent time to enter the Leased Premises to inspect, install, maintain, and repair any facilities or structural elements leading through the Leased Premises which serve other parts of the Property; or to do anything required of it under the terms of this Lease, or to conduct repairs needed to the Property.

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

- A. **REAL PROPERTY:** Landlord shall pay all real property and ad valorem taxes levied against the land and improvements on the Property.

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

- A. **EVENTS OF DEFAULT:** Any of the following shall constitute an event of default (a "Default") under this Lease:
- (1.) If Tenant shall fail to make full payment when due of any Rent required to be paid by Tenant to Landlord under this Lease and if the non-payment of Rent shall continue for ten (10) days after such payment(s) are due (without the necessity for notice thereof); or
  - (2.) If Tenant shall fail to make full payment of any amount other than Rent pursuant to a notice or demand and such failure shall continue for ten (10) days after Tenant's receipt of notice or demand; or
  - (3.) If Tenant fails to observe or perform any other provision of this Lease and if said failure shall continue for more than ten(10) days after Landlord has given Tenant written notice specifying the Default. Except that if the nature of the Default is such that it cannot be cured by the payment of money and cannot with reasonable diligence be wholly cured within such period often (10) days, then if Tenant shall proceed immediately to cure the Default and thereafter proceeds with curing of the Default with all reasonable diligence, the time within which to cure the

Default shall be extended for such period as may be necessary to complete the curing of the same with all reasonable diligence.

- B. REMEDIES: Upon the occurrence of any Default Landlord shall have the option to pursue any one or more of the following remedies and Tenant waives all requirements of any prior notice or prior demand, including without limitation, notice of election to forfeit demand for payment or demand for possession, but excluding the notice of the filing of any action:
- (1.) Enter and take possession of the Leased Premises without terminating this Lease and relet the Premises from time to time (including for a period(s) beyond the Lease Term on such terms and taking such steps as Landlord, in its sole discretion, deems advisable and receive rentals therefor.
- (2.) At any time (notwithstanding any entry and possession without termination under (1) above) terminate this Lease, in which event Tenant shall, if still in possession, immediately surrender the Leased Premises to Landlord, and if Tenant fails to do so, Landlord may enter and take possession of the Leased Premises.
- C. GENERAL REMEDY: Notwithstanding Landlord's entry and possession or termination under any other section, whether or not the Leased Premises or any part thereof shall have been relet, Landlord shall have the right to declare the unpaid balance of the Rent for the remaining Lease Term as due and payable at once and to enforce payment thereof.
- D. REMEDIES CUMULATIVE: The various rights and remedies reserved herein to the parties shall not be considered as exclusive of any other right or remedy, but as cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity.

#### **SECTION XIV - MORTGAGE RECOGNITION**

- A. SUBORDINATION: Tenant agrees that this Lease is and shall be subordinate to any mortgage deed of trust, or other hypothecation for security which has been or which hereafter maybe placed upon the Leased Premises. Tenant agrees to execute any documents which may be required to effectuate such subordination.

#### **SECTION XV - MISCELLANEOUS**

- A. COMPLIANCE WITH LAWS: Tenant agrees to comply with and to require its employees and contractors, and to cause the Leased Premises to comply with all federal, state, and local laws, ordinances, regulations, and directions relating to the physical aspects of the Leased Premises or Tenant's use thereof and the business of Tenant conducted therein. Should any alterations to the Leased Premises become necessary in order to comply with this provision, Tenant shall be responsible therefor.
- B. ENTIRE AGREEMENT: This Lease contains the entire agreement between the parties. No agreement shall be effective to change or terminate this Lease unless

written and signed by the party against whom enforcement is sought.

- C. GOVERNING LAW: The laws of the State of Oklahoma shall govern the interpretation, validity, performance and enforcement of this Lease, and the venue for any disputes regarding Lease shall be Sapulpa, Oklahoma.
- D. QUIET ENJOYMENT: Upon execution of this agreement and Tenant's payment of the Rent and any other sums due hereunder, as well as the observance and performance of all the terms, conditions, and covenants to be performed or observed by Tenant under this Lease, Tenant shall have the exclusive right to peaceably and quietly hold and enjoy the Leased Premises for the Term hereof without hindrance or interruption by Landlord, or any other persons or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease

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

Executed by Landlord the \_\_\_\_\_ day of \_\_\_\_\_, 2018

**City of Sapulpa, Oklahoma**

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

Attest:

Approved to form:

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

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

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

**Glass Design, Inc.**

\_\_\_\_\_  
Roger Weilacher, President





**AGENDA ITEM**

**Administration 10.D.**

**City Council Regular**

**Meeting Date:** February 19, 2018

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

**Department:** Legal

**Presented By:** David Widdoes

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**SUBJECT:**

Discuss and consider action on a Release of Lien in the amount of \$385.66 for the property located at 705 South Oak Street, Sapulpa, Oklahoma .

**BACKGROUND:**

The property at 705 S. Oak Street, Sapulpa, Oklahoma was recently sold at tax resale and the new purchaser has requested that a prior abatement lien of the City filed on July 14, 2014, be released to clear title per exception noted in the title insurance commitment opinion. Staff has fully researched the matter and determined that this \$385.66 lien for weed abatement action was extinguished through the tax resale process. Accordingly, the request from the owner to remove this cloud is proper and a release should be executed and issued in response.

**RECOMENDATION:**

Staff recommends that the Release of Lien be approved as stated.

---

**Attachments**

Request from Wesley Fisher  
2014 Weed Abatement Lien  
Release of Lien

---

Mr. Widdoes,

I recently purchased a lot in the City of Sapulpa located at 705 S. Oak St. When trying to bring the abstract up-to-date, I was informed that the City of Sapulpa currently has a lien on the property. Due to the fact that this property went to the Creek County tax sale for unpaid property taxes but was not purchased, the property became ownership of the Creek County commissioners and all liens were dismissed/cleared. Therefore, there is no actual dollar amount for the lien that the City of Sapulpa has on the property.

I am requesting that the City of Sapulpa release the current lien on the property so that the title will be clear.

Sincerely,



Wesley Fisher  
918-231-3469

0150

### NOTICE OF LIEN

Please be advised the City of Sapulpa found as follows:

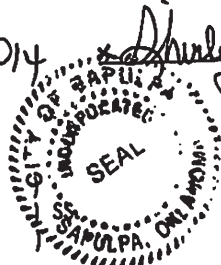
- That the property owned by TAMMIE FUSON MERCATORIS  
 located at 705 S. OAK ST Sapulpa, OK. 74066  
 described as O.T. Sapulpa, N. 44' S. 72' Lot-10 Block-116

Was in need of clearing and/or mowing, such conditions being detrimental to the health, benefit and welfare and public;

- That the property would be benefited by the removal of such conditions. The City of Sapulpa performed work at the property, whereby costs in the amount \$ 385.66 were incurred;
- The City of Sapulpa claims a lien on the property for the amount of \$ 385.66 and further alleges such costs are the personal obligation of the property owner.

x 7/3/14 July 7, 2014 Shirley Burdick  
Date City Clerk of Sapulpa

ACKNOWLEDGEMENT  
STATE OF OKLAHOMA  
COUNTY OF CREEK



I-2014-00887 Bk 0916 Pg 120  
07/14/2014 2:18 pm Pg 0120-0121  
Fee: \$ 17.00 Doc: \$ 0.00  
Jennifer Mortazavi - Creek County Clerk  
State of Oklahoma



Before me, the undersigned, a Notary Public in and for said County and State on this 7th day of July, 2014, personally appeared Shirley Burdick, Sapulpa City Clerk, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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



Latisha Carr  
Notary Public

**CERTIFIED STATEMENT OF COST**

To: Creek County Clerk

Owner: TAMMIE FUSON MERCATORIS

Property Description: O.T. Sapulpa, N. 44' S. 72' Lot-10 Block-116

A.K.A. 705 S. OAK ST. Sapulpa, OK. 74066

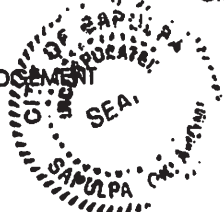
The City of Sapulpa certifies that the cost associated with the removal of trash and junk and/or cutting & mowing of grass & weeds from the above described property was in the amount of \$ 385.66 and asks that a lien be imposed on the property in this amount.

Furthermore, 30 days has elapsed since mailing of Statement of Costs to the property owner, and the City has not received payment from the property owner.

7/31/14 July 7, 2014  
Date

Shirley Burzio  
City Clerk

ACKNOWLEDGEMENT

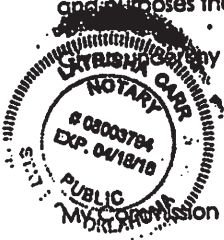


STATE OF OKLAHOMA )  
COUNTY OF CREEK )

) SS.  
)

Before me, the undersigned, a Notary Public in and for said County and State on the 7<sup>th</sup> day of July, 2014, personally appeared Shirley Burzio Sapulpa City Clerk, to me known to be the identical person who executed the within and forgoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal the day and year last written above.



Kristina Carr  
Notary Public

Commission Expires: 4-18-16

1-2014-009887 Bk 0918 Pg 121  
07/14/2014 2:18 pm Pg 0120-0121  
Fee: \$ 17.00 Doc: \$ 0.00  
Jennifer Merzazvi - Creek County Clerk  
State of Oklahoma



**RELEASE OF LIEN**

FOR AND IN CONSIDERATION of the extinguishment of lien, the discharge of which by tax resale is hereby acknowledged, the City of Sapulpa hereby releases the **Notice of Lien** filed on **July 14, 2014** and recorded in **Book 916 at Pages 120-121** of the records of the County Clerk of Creek County, Oklahoma, against **Tammie Fuson Mercatoris** in the sum of **\$385.66** on the following described real property:

**The North 44 feet of the South 72 feet of Lot 10, Block 116, in the Original Town now City of Sapulpa, Creek County, State of Oklahoma, according to the recorded plat thereof.**

Street Address: 705 South Oak Street, Sapulpa, Oklahoma, 74066

Dated: \_\_\_\_\_

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

Attest:

\_\_\_\_\_  
City Clerk of Sapulpa

-----  
**ACKNOWLEDGMENT**

State of Oklahoma     )  
                               ) ss.  
County of Creek        )

Before me, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, personally appeared Reg Green, the duly elected and acting Mayor of the City of Sapulpa, Oklahoma, a municipal corporation, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as the free and voluntary act and deed of the municipal corporation for the uses and purposes therein set forth.

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

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



**AGENDA ITEM**

**Administration 10.E.**

**City Council Regular**

**Meeting Date:** February 19, 2018

**Submitted For:** Bobby Pettit, Water Treatment Supervisor

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

**Department:** Water Treatment

**Presented By:** Bobby Pettit

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**SUBJECT:**

Discuss and consider action on Select Service Agreement with Trane for HVAC equipment coverage of the Air-Cooled Chiller and the Boiler located at the Water Treatment Plant.

**BACKGROUND:**

This is a full service contract for the Boiler and Chiller systems at the water plant. It covers quarterly preventative maintenance as well as any unforeseen failures. The City has been with the Trane company since about 2001 when we had our chiller replaced with a Trane chiller. They are the Manufacturer certified service rep in this area for our equipment.

**RECOMENDATION:**

Bobby Pettit recommends Council approve the agreement and authorize the Mayor to execute same.

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**Attachments**

Trane Service Agreement

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**TRANE**<sup>®</sup>

*Building Services*

## Select Service Agreement

### Trane Office

Trane U.S. Inc. dba Trane  
2201 N. Willow Avenue  
Broken Arrow, OK 74012

### Trane Representative

Lance Woodson  
Cell: (918) 703-3217

### Proposal ID

2413829

### Company Name

Sapulpa City of City Hall  
PO Box 1130  
SAPULPA, OK 74066 U.S.A.

### Site Address:

Sapulpa Treatment Plant City of  
2610 Sahoma Lake Road  
SAPULPA, OK 74066  
United States

January 12, 2018

## EXECUTIVE SUMMARY

This **Select Service Agreement** from Trane offers an exclusive approach to planned maintenance: It is grounded in worldwide expertise. Delivered locally by our own factory trained technicians. And provided according to *your* needs.

Under this service agreement, you will hand off the responsibilities for planning, scheduling and managing routine maintenance to Trane. You will have a team of true professionals keeping your HVAC equipment running efficiently and reliability.

As an HVAC service provider, Trane offers many advantages:

- Confidence that your HVAC equipment is being cared for according to OEM best practices for both frequency and procedures
- Priority service, available 24-hours a day, giving your facility precedence during urgent situations
- Advanced diagnostic technologies, allowing our technicians to analyze system performance more comprehensively, so they can identify and correct a broader set of conditions

**Protect your bottom line.** Proper maintenance can save an estimated 12 to 18 percent of your budget compared to a run-to-fail approach. This service agreement will help you capture those savings. (*FEMP O&M Guide 2010*)

### FOCUSED ON BETTER BUILDINGS

When it comes to service effectiveness, experience matters. No other provider has more experience than Trane.

- 100+ years of system and equipment experience
- 35+ years in building automation systems (BAS)
- 20+ years in energy services

#### ENVIRONMENTAL PRACTICES

Trane procedures for handling refrigerant are compliant with federal and state regulations.

#### CONSISTENT PROCESSES

All Trane technicians follow documented processes ensuring uniform service delivery.

#### SAFETY

Trane incident rates (OSHA) are consistently 50 to 70 percent below industry averages.

#### ASSIGNED TEAM

You will have a consistent group of Trane employees dedicated to your account.

#### THE WARRANTY PERIOD

During the Trane Limited Equipment Warranty period, service interactions give your Trane team additional sightlines into equipment performance. Equipment anomalies are more likely to be detected, and resolved, within the warranty period. Any warranty issues found during routine maintenance or service calls will be reported to you immediately.

#### ADDITIONAL SUPPORT

Trane offers a wide range of maintenance and repair services beyond the scope of this service agreement. Ask your Trane representative for details.





## SCOPE OF SERVICES — STANDARD INCLUSIONS

### ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS.

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards. And it is tailored to your needs. The following are the standard inclusions of your service agreement:

#### TRANE SCHEDULED MAINTENANCE

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

##### Advantages:

- Trust one assigned maintenance team for all HVAC equipment brands
- Receive consistent service outcomes through proprietary Six Sigma maintenance procedures
- Save money compared to ad-hoc service calls

##### Implementation:

- Technician visits are scheduled in advance
- Service is completed during normal business hours
- Basic supplies, such as grease, cleaning solvents and wiping cloths, are included in the annual fee





## REFRIGERANT MANAGEMENT

Refrigerant Management provides systematic refrigerant tracking and oversight. Trane provides refrigerant documentation and reporting in compliance with U.S. Environmental Protection Agency (EPA) requirements.

### Advantages:

- Stay in compliance with local, state and federal regulations
- Provide acceptable documentation to authorities during audits
- Maintain company environmental standards
- Detect potential refrigerant leaks before equipment damage occurs



### Implementation:

- Technicians collect refrigerant information for covered equipment during onsite visits
- Refrigerant data and technician activity are entered into the Trane Refrigerant Management System
- Periodic Refrigerant Usage Reports are generated according to your needs

## TRANE LABORATORY ANALYSIS

Trane Laboratory Analysis tests system fluids for contaminants and other physical characteristics and trends. Conditions indicating sub-optimal HVAC system performance are identified before issues become critical.

### Advantages:

- Head off equipment failures and unplanned downtime
- Identify long-term equipment performance trends
- Gain definitive insights through Trane experience and expertise

### Implementation:

- Samples collected by Trane technicians during maintenance as stated in this agreement
- Laboratory analysis of oil, absorption solutions and refrigerants
- Consistent testing according to Trane best-practice protocols year after year



## HVAC EQUIPMENT COVERAGE

# Sapulpa Treatment Plant City of

The following "Covered Equipment" will be serviced at Sapulpa Treatment Plant City of:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
70-125 Ton Air-Cooled Chiller	1	Trane	RTAA0804XM	U01H01626	

Description	Quantity Per Term
RTAA Annual (Water Coil Cleaning) (Service 3)	1
RTAA Operational Quarterly Inspection (Service 4)	3

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Raypak Boilers	BOILER	H22500ACHBRC	

Description	Quantity Per Term
Boiler Annual Maintenance (Service 1)	1
Boiler Quarterly Maintenance (Service 2)	2



## PRICING AND ACCEPTANCE

John Houston  
Sapulpa City of City Hall  
PO Box 1130  
SAPULPA, OK 74066 U.S.A.

Site Address:  
Sapulpa Treatment Plant City of  
2610 Sahoma Lake Road

SAPULPA, OK 74066  
United States

### Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled "The Agreement," the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the "Service Agreement" or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the "Terms and Conditions," and "Scope of Services" sections. Trane agrees to give preferential service to Customer over non-contract customers.

### Service Fee

As the fee(s) (the "Service Fee(s)") for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	<b>\$17,925.00</b>	4,481.25	Quarterly

A one-time 3.00 % discount is offered for full payment of 1 year(s) in advance of the commencement of the Service Agreement. Invoice would be issued at start of the Agreement and is due net 15 days from date of invoice. The discount would be 537.75 USD if this option is selected. Tax will be calculated based upon the pre-discounted price. The discount for advance payment is not applicable to credit card transactions. Please check the box for this option.

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a "Service Project" is included in the Agreement, the Cancellation Fee set forth in "Exhibit A" Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components.

### Term

The Initial Term of this Service Agreement is 1 year, beginning January 1, 2018. However, Trane's obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below. The agreement expires on December 31, 2018

### Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.



### Cancellation by Party

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, **upon written notice from either party to the other party** no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

**This Agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).**

Submitted By: Lance Woodson _____	Cell: (918) 703-3217 Office: Proposal Date: January 12, 2018
CUSTOMER ACCEPTANCE _____	TRANE ACCEPTANCE Trane U.S. Inc. dba Trane
Authorized Representative _____	Authorized Representative _____
Printed Name _____	Title _____
Title _____	_____
Purchase Order _____	Signature Date _____
Acceptance Date _____	License Number: _____

The Initial Term of this Service Agreement is 1 year, beginning January 1, 2018.  
Total Contract Amount: \$17,925.00 USD.



## TERMS AND CONDITIONS

“Company” shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

**1. Agreement.** These terms and conditions (“Terms”) are an integral part of Company’s offer and form the basis of any agreement (the “Agreement”) resulting from Company’s proposal (the “Proposal”) for the following commercial services as stated in the Proposal (collectively, the “Services”): inspection, maintenance and repair (the “Maintenance Services”) on equipment (the “Covered Equipment”), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, Energy Performance Solutions, and any other services using remote connectivity (collectively and individually referred to in these Terms as “Energy and Building Performance Services”). **COMPANY’S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

**2. Acceptance.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent (“Customer”) delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer’s order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer’s order is expressly conditioned upon Company’s acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company’s Terms and Conditions attached or referenced serves as Company’s notice of objection to Customer’s terms and as Company’s counter-offer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company’s counter-offer will be deemed accepted. Customer’s acceptance of performance by Company will in any event constitute an acceptance by Customer of Company’s Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer’s obligation to pay for Services provided by Company to the date of cancellation.

**3. Fees and Taxes.** Fees for the Services (the “Service Fees”) are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company’s normal business hours shall be billed separately according to then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

**4. Payment.** Payment is due upon receipt of Company’s invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys’ fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

**5. Customer Breach.** Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer’s bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

**6. Performance.** Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer’s expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer’s telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer’s communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

**7. Customer Obligations.** Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

**8. Exclusions.** Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer’s existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally



installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Trane. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

**9. Limited Warranty.** Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Trane; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. THE ENERGY AND BUILDING PERFORMANCE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND.**

**10. Indemnity.** To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

**11. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.**

**12. Asbestos and Hazardous Materials.** The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

**13. Insurance.** Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

**14. Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply;



sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

**15. Maintenance Services Other Than Solely Scheduled Service.** If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

**16. Remote Connectivity.** Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment or other building systems, and to diagnose and remotely make repairs at Customer's request. The Intelligent Services, including any reports and other information Company provides, are intended to provide operational assessments and recommendations. **Electronic Monitoring.** Any electronic monitoring Company performs is undertaken solely to enable Company to collect the data and perform any analysis included in Company's Services. Customer agrees that Company is not liable for inability to perform and/or losses that may occur in cases of malfunction or nonfunctioning of communications equipment, HVAC and other equipment, the energy management system, failure to identify equipment or system performance issues, failure to recommend corrective action, or otherwise related to the monitoring of Customer's equipment and building systems. **Data Collected.** Customer hereby grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company will collect from Customer will not include any personal or individual information. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. For Energy and Building Performance Services (except Energy Assessments and digital assessments), Company will use commercially reasonable efforts to store Customer's data for up to 18 months. Company cannot guarantee the availability of the data. **Data Privacy and Security.** Company has implemented various security measures for the purpose of protecting Customer's data against accidental or unlawful access, unauthorized disclosure, loss, destruction, and alteration. Customer is responsible for maintaining the confidentiality of Customer's user name(s) and password(s). Customer is responsible for all uses of Customer's password(s), whether or not authorized by Customer. Customer must inform Company immediately of any unauthorized use of Customer's user name(s) or password(s). Transmission of data over the Internet by its nature entails the use of systems under the control of third parties, and as a result Company cannot ensure total control of the security of such systems. Company will take commercially reasonable efforts to ensure that data and other configuration parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the Internet restricts Company from offering any guarantee of the privacy or confidentiality of information relating to Customer passing over the Internet. In gaining access via the Internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at Customer's own risk. Company will notify Customer of any breach in security of which Company become aware. Any breach in privacy of which Customer become aware should be reported by Customer to Company immediately. Company does not disclose Customer's information to third parties for their marketing purposes, but Company does use third party software and services to assist Company with collecting and analyzing information. Company may also disclose Customer's information if required to do so by law, in which case, Company would inform Customer of such disclosure.

**17. General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

**18. Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

**19. U.S. Government Services.** The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

**20. Limited Waiver of Sovereign Immunity.** If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this





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Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0415)  
Supersedes 1-26.130-7 (1114)



## APPENDIX

### SERVICE BEST PRACTICES

Trane is completely dedicated to making buildings better. The ongoing pursuit of better buildings, using our long-term domain expertise to push new technologies into everyday use, keeps us at the forefront of the industry.

In addition to the services details in the agreement above, we take practical steps every day to ensure our approach is safe and efficient.

### SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.

A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- Smith System Safe Driving Program
- USDOT compliance
- Refrigerant management training



### ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Annually, Trane will send you a report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months

Trane adheres to all environmental regulations when removing used oil from refrigeration units. We have a national contract with a qualified supplier to recycle or dispose of used oil appropriately.



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## CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems



## YOUR ASSIGNED TEAM

You will have a consistent group of employees dedicated to your account. The individuals assigned to your Trane team possess deep professional knowledge and advanced technical skills in HVAC equipment and mechanical systems, controls and building automation systems, heating, refrigeration and airside systems. They will become familiar with your systems. And you'll gain a greater sense of security knowing that a limited number of vetted employees have access to your facility.



**ACCOUNT MANAGER**  
NAME  
CONTACT INFO



**ACCOUNT ENGINEER**  
NAME  
CONTACT INFO



**SERVICE TECHNICIAN**  
NAME  
CONTACT INFO



**ENERGY ENGINEER**  
NAME  
CONTACT INFO



**AREA SERVICE MANAGER**  
NAME  
CONTACT INFO



## CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

### Service 1: Boiler Annual Maintenance

#### Description

- Water Boiler Maintenance Safety Check
- Shut Down Boiler
- Drain Boiler
- Boiler Internal Cleaning Natural Gas, Propane, Oil (Commercial and Industrial)
- Boiler Internal Inspection Natural Gas/Propane/Oil (Commercial and Industrial)
- External Cleaning for Natural Gas/Propane Water Boiler (Commercial and Industrial)
- Burner Safety Inspection for Natural Gas/Propane Water Boilers (Commercial and Industrial)
- Thermo Shock
- Boiler External Inspection for Water Boilers (Commercial and Industrial) (Natural Gas/Propane)

### Service 2: Boiler Quarterly Maintenance

#### Description

- Water Boiler Maintenance Safety Check
- Shut Down Boiler
- Drain Boiler
- External Cleaning for Natural Gas/Propane Water Boiler (Commercial and Industrial)
- Burner Safety Inspection for Natural Gas/Propane Water Boilers (Commercial and Industrial)
- Thermo Shock
- Boiler External Inspection for Water Boilers (Commercial and Industrial) (Natural Gas/Propane)

### Service 3: RTAA Annual (Water Coil Cleaning)

#### Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Lock Out Tag Out At Main Disconnect
- Electrical Inspection (RTA\*)
- Compressor Starter Inspection (Wye-Delta Closed Transition) Series R Air Cooled
- Flow/Differential Mechanical Switch Check
- Remove Lock Out Tag Out At Main Disconnect
- Condenser Fans Check RTA\* Per Circuit
- Visual Condenser Coil Check
- Oil Level Check Per Compressor
- Oil Analysis Per Compressor
- Low Temperature Sensor Calibration
- Control Panel Calibration Check
- Leak Test Inspection (Positive Pressure)
- Coil Cleaning Water (Applied)
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Compressor And Oil Separator Heater Check
- Manual Log With Electronic Device



- Complete Required Paper Work

**Service 4: RTAA Operational Quarterly Inspection**

Description

- Customer Notification
- Initial Site Inspection
- Review Diagnostics
- Condenser Fans Check RTA\* Per Circuit
- Lock Out Tag Out (Standard)
- Visual Electrical Inspection
- Remove Lock Out Tag Out
- Compressor And Oil Separator Heater Check
- Evaporator Flow Switch Inspection
- Start Unit
- Compressor Check (HeliRotor Compressors)
- Manual Log With Electronic Device



## AGENDA ITEM

Administration 10.F.

### City Council Regular

**Meeting Date:** February 19, 2018

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

**Department:** Finance

**Presented By:** Pam Vann

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### SUBJECT:

Discussion and possible action regarding the adoption of a resolution of the City of Sapulpa, Oklahoma, amending the FY 2017-2018 annual budget by increasing revenue and appropriations in the Grants & Aid Fund in the amount of \$130,955.00 to recognize grant revenue for the purpose of road repairs.

### BACKGROUND:

The City previously accepted a CDBG Urban County Grant in the amount of \$130,955.00. The scope of this project includes street repairs to the following:

- S. Poplar St. (W. Monterey Ave. to south end of roadway)
- S. Mounds St. (W. Orleans Ave. to W. Monterey Ave.)
- S. Water St. (S. Main Str. to W. Portland Ave.)
- S. Main St. (200' south of W. Teel Rd. to end of roadway in subdivision)
- W. Monterey Ave. (S. Cedar St. to S. Main St.)

This grant was not included in the original FY 2017-2018 budget but should begin prior to June 30, 2018.

### RECOMENDATION:

Staff recommends Council adopt this resolution.

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### Attachments

Grant Resolution 021918

Grant Budget Adjustment 021918

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

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA AMENDING THE FY 2017-2018 ANNUAL BUDGET BY INCREASING REVENUE AND APPROPRIATIONS IN THE GRANTS & AID FUND IN THE AMOUNT OF \$130,955.00 TO RECOGNIZE GRANT REVENUE FOR THE PURPOSE OF ROAD REPAIRS.

**WHEREAS**, the City Council previously approved a Community Development Block Grant (CDBG) award from Tulsa County in the amount of \$130,955.00; and

**WHEREAS**, this grant will be used for the rehabilitation of S. Poplar St., S. Mounds St., S. Water St., S. Main St., W. Monterey; and

**WHEREAS**, the original FY 2017-2018 did not included funding from the grant nor the project costs thus the grant 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:

**GRANTS AND AID FUND**

(Increase)	60-4361.21 Grant: CDBG-2017 Tulsa County	<u>\$130,955.00</u>
	Total Revenue Increase:	\$130,955.00
(Increase)	60-561-410P-21 Facilities – Contract-2017-2018	<u>\$130,955.00</u>
	Total Appropriations Increase/Decrease:	\$130,955.00

**PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA** and signed by the Mayor this 19<sup>th</sup> day of February 2018.

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

ATTEST:

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

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







**AGENDA ITEM**

**Administration 10.G.**

**City Council Regular**

**Meeting Date:** February 19, 2018

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

**Department:** Finance

**Presented By:** Pam Vann

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**SUBJECT:**

Discussion and possible action regarding the adoption of a resolution of the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Authority, Sapulpa, Oklahoma, amending the FY 2017-2018 annual budget by increasing revenues and appropriations in the General Fund in the amount of \$1,481.00 and in the Storm Water Management Fund in the amount of \$7,989.00 for the purpose of recognizing additional revenue from insurance reimbursements to provide funds for vehicle repair.

**BACKGROUND:**

The City has received a reimbursement from OMAG in the amount of \$7,989.00 for damage done to a storm water vehicle and \$744.00 for damages to a police vehicle. The City has also received \$737.00 from AAA Insurance for damage done to an animal control vehicle. Repairs need to be made to these vehicles thus the additional revenue need to be recognized and appropriated.

**RECOMENDATION:**

Staff recommends adoption of this resolution.

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**Attachments**

General Fund and Storm Water Resolution 021918

General Fund and Storm Water Budget Adjustment 021918

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

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA, AND THE SAPULPA MUNICIPAL AUTHORITY, SAPULPA, OKLAHOMA, AMENDING THE FY 2017-2018 ANNUAL BUDGET BY INCREASING REVENUES AND APPROPRIATIONS IN THE GENERAL FUND IN THE AMOUNT OF \$1,481.00 AND IN THE STORM WATER MANAGEMENT FUND IN THE AMOUNT OF \$7,989.00 FOR THE PURPOSE OF RECOGNIZING ADDITIONAL REVENUE FROM INSURANCE REIMBURSEMENTS TO PROVIDE FUNDS FOR VEHICLE REPAIR.

**WHEREAS**, the City of Sapulpa has received a reimbursement from OMAG in the amount of \$7,989.00 for damage done to a storm water vehicle and \$744.00 for damages to a police vehicle; and

**WHEREAS**, the City of Sapulpa has received a reimbursement from AAA insurance in the amount of \$737.00 for damage done to an animal control vehicle; and

**WHEREAS**, neither the repairs of these vehicles nor the additional revenue were 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 and the Sapulpa Municipal Authority, Sapulpa, Oklahoma, that the following budget amendments be made:

**GENERAL FUND**

(Increase)	10-4089 Reimbursements-Property Damage	<u>\$1,481.00</u>
	Total Revenues Increase:	\$1,481.00
(Increase)	10-512-352 Maintenance-Vehicles	\$ 744.00
(Increase)	10-513-352 Maintenance-Vehicles	<u>737.00</u>
	Total Appropriations Increase:	\$8,043.00

**STORM WATER MANAGEMENT FUND**

(Increase)	29-4086 Reimbursements	<u>\$7,989.00</u>
	Total Revenues Increase:	\$7,989.00
(Increase)	29-529-352 Maintenance-Vehicles	<u>\$7,989.00</u>
	Total Appropriations Increase:	\$7,989.00

**PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA,  
OKLAHOMA AND THE SAPULPA MUNICIPAL AUTHORITY, SAPULPA, OKLAHOMA**  
and signed by the Mayor/Chairman this 19<sup>th</sup> day of February 2018.

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Reg Green, Mayor/Chairman

ATTEST:

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Shirley Burzio, City Clerk/Trust Secretary

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David Widdoes, City Attorney/Trust Attorney





**AGENDA ITEM**

**Administration 10.H.**

**City Council Regular**

**Meeting Date:** February 19, 2018

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

**Department:** Finance

**Presented By:** Pam Vann

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**SUBJECT:**

Discussion and possible action regarding the adoption of a resolution of the City of Sapulpa, Oklahoma, amending the FY 2017-2018 annual budget by increasing appropriations in the Police Cash Fund in the amount of \$11,510.00 for the purpose of purchasing a new 800 MHZ repeater.

**BACKGROUND:**

This is a stand-alone backup radio system used by the Police Department. The current repeater is now 30 years old and needs to be replaced for the safety of our police officers and citizens.

**RECOMENDATION:**

Staff recommends adoption of this resolution.

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**Attachments**

Police Cash resolution 021918

Police Cash Budget Adjustment 021918

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

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA AMENDING THE FY 2017-2018 ANNUAL BUDGET BY INCREASING APPROPRIATIONS IN THE POLICE CASH FUND IN THE AMOUNT OF \$11,510.00 FOR THE PURPOSE OF PURCHASING A NEW 800 MHZ REPEATER.

**WHEREAS**, the City of Sapulpa needs to replace a thirty year old 800 MHZ repeater for the police department at a total cost of \$11,510.00; and

**WHEREAS**, this system is a stand-alone backup radio system used by the Police Department which needs replaced for the safety of our police officers and citizens; and

**WHEREAS**, the Police Cash Fund has a sufficient fund balance to make this additional appropriation for the purchase at this time,

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

**POLICE CASH FUND**

(Increase) 41-541-401 Equipment	\$11,510.00
Total Appropriations Increase:	\$11,510.00

**PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA** and signed by the Mayor this 19th day of February 2018.

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

ATTEST:

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

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







**AGENDA ITEM**

**Administration 10.I.**

**City Council Regular**

**Meeting Date:** February 19, 2018

**Submitted For:** David Widdoes, City Attorney      **Submitted By:** Shirley Burzio, City Clerk

**Department:** Legal

**Presented By:**

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**SUBJECT:**

Consider adopting a resolution of the City of Sapulpa, Oklahoma, requesting the programming of Tulsa Urbanized Area Surface Transportation Funds (FFY 20/21) for the Ozark Trail East Connection to SH-66 Project

**BACKGROUND:**

The Sapulpa historic Route 66 bridge is not capable of supporting heavy vehicular traffic. To provide alternative access to the area for fire apparatus and other public safety vehicles, an intersection improvement project at the traffic light at SH-66 and 117-A, adjacent to the TeePee drive-in property, has been proposed for consideration. In order for this project to be considered for potential grant funding through the next available STP funding cycle, a request is due by February 23, 2018. The attached is presented to allow this project to be included in the list of potential funded projects, which if selected, funding is on an 80/20 match. The city match will be from funds available through TIF financing.

**RECOMENDATION:**

Staff recommends the city council approve the resolution.

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**Attachments**

STP application

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# **Surface Transportation Program (STP) Project Prioritization & Selection Process**

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For the Tulsa Urbanized Area

Revised December 22, 2017



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# Surface Transportation Program (STP) Project Prioritization and Selection Process For the Tulsa Urbanized Area

INCOG, as the Metropolitan Planning Organization (MPO) for the Tulsa metropolitan area, is required to establish a selection process for the distribution of STP funds. Priority funding will be given to projects that meet federal regulations (Attachment B), and help advance the Regional Transportation Plan (RTP) in the following areas:

Arterial Intersections – Safety and capacity improvements to existing intersections. Sample projects include, but are not limited to:

- Railroad crossing improvements
- Signal prioritization, automation, preemption, and/or synchronization
- Intersection lighting, markings, and/or signage
- Pedestrian safety measures

System Preservation – Maintenance or preservation projects for existing transportation infrastructure. Sample projects include, but are not limited to:

- Pavement resurfacing, replacement, reconstruction and/or rehabilitation
- Pavement management system
- Bridge restoration and/or operational improvements

System Management and Integration – Technology systems for the management of, and communication between transportation-related systems. Sample projects include, but are not limited to:

- Highway courtesy patrols
- Congestion/Incident Management Systems
- Advanced Traveler Information Systems (ATIS)
- Intermodal transportation facilities and systems (including CVISN)
- Traffic management center capital and O&M costs
- Data storage and transmission
- Intelligent Transportation System (ITS) roadside hardware

Alternative Transportation – Projects that promote alternatives to Single Occupant Vehicle (SOV) usage. Sample projects include, but are not limited to:

- Transit capital, research, safety improvements, and/or management systems costs
- Carpool/vanpool projects
- Sidewalk modifications and/or walkway projects
- Bicycle transportation projects
- Multimodal connections (park & ride lots)

Capacity Expansion – Construction projects that add capacity to an existing street or interstate, or construction of new facilities. Sample projects include, but are not limited to:

- Adding lanes to existing streets or highways
- New Interchanges
- New Roads
- Bridge Replacement
- Bridge Widening and/or Lane Additions

With the input of local officials through the Transportation Technical Committee (TTC), Transportation Policy Committee (TPC), and INCOG Board of Directors, proposed projects will be evaluated for eligibility and priority based on a 100-point grading system. Selected projects will be included in the Transportation Improvement Program (TIP) for the Tulsa Transportation Management Area (TMA).

## Eligible Transportation Improvements

In order for a project to be eligible for Tulsa Urbanized Area STP funds, it must meet the following criteria:

- 1) The proposed project must represent at least one of the following:
  - A) An implementation of actions and/or projects listed from the [Connected 2045 LRTP](#).
  - B) A transportation system management (including congestion management) project,
  - C) Transportation control measures from the Air Quality State Implementation Plan,
  - D) A safety or transportation enhancement project, or
  - E) System preservation of a transportation facility (*i.e.*, reconstruction, rehabilitation, resurfacing, restoration and operational improvements).
- 2) Projects must be located within the [Tulsa Transportation Management Area \(TMA\)](#) (Attachment C).
- 3) Funds must be used for roads classified as Urban Collectors and Arterials or Rural Collectors and Arterials under the Federal Highway Administration Functional Classification System. Bridges are exempt from this rule. In addition, Projects on roadways planned for inclusion as proposed revisions to Federal Highway Functional Classification, contingent upon concurrence and approval by the FHWA, will be eligible.  
<http://www.incog.org/Transportation/documents/FedClassMaps.htm>
- 4) The local project sponsor must be a local unit of government or instrumentality thereof (such as the Metropolitan Tulsa Transit Authority or INCOG), within the Tulsa Urbanized Area (Creek County, Osage County, Rogers County, Tulsa County, Wagoner County, City of Bixby, City of Broken Arrow, City of Catoosa, City of Coweta, City of Glenpool, City of Jenks, City of Owasso, City of Sand Springs, City of Sapulpa, Town of Sperry, Town of Kiefer or City of Tulsa) or within the Tulsa Transportation Management Area (City of Claremore, City of Collinsville, or the City of Skiatook, Town of Mounds, Town of Verdigris.)
- 5) The local project sponsor must provide to INCOG an STP Project Resolution (Attachment A), adopted by the governing body at a public meeting, which describes the project, including the type of improvement, project location, total project cost, and source(s) of matching funds. The sample resolution may be modified to reflect specific agreements between the project sponsor and ODOT or to meet local city charter requirements.
- 6) **The local project sponsor must provide to INCOG a preliminary cost estimate adjusted for inflation using a rate of 4% per year over four years, and with a contingency of approximately 15%,(+ or – 5%). Cost estimates for construction projects must be submitted by a registered professional engineer, architect, or landscape architect as appropriate, licensed in the State of Oklahoma.**

## Funding Ratios

The United States Department of Transportation (USDOT) will divide Surface Transportation Program funds each year among the states based on their respective amounts of highway mileage, vehicles miles traveled, and fuel tax contributions. The Oklahoma Department of Transportation (ODOT) uses 37.75% of allocated funds for various projects throughout the state, with the remaining 62.25% being divided between the Oklahoma City and Tulsa Transportation Management Areas. INCOG's share is on average an estimated \$15 million per year. Based on the priorities established, projects representing the expected resources may be programmed in the TIP to be funded with Urbanized Area STP funds.

In order to accelerate completion of the expressway system and/or initiate rail-transit system planning within the Tulsa metropolitan area, up to 15 percent of the Urbanized Area STP funds may be set aside for corridor analysis, functional planning/engineering and environmental studies; up to 50 percent for right-of-way acquisition and utility relocation; and up to 60 percent for construction related to completion/upgrading of the Expressway System (*i.e.*, Gilcrease Expressway/Parkway and Osage/L.L. Tisdale Expressway). Furthermore, Urbanized Area STP funds may be committed to pay bonds and associated financing for projects completing the Expressway System.

Exclusive Intelligent Transportation System (ITS) projects or Incident Management projects may also be given due consideration within the scope of the same 5% annual apportionment. In addition, a system wide, regional level funding goal for a better performing transportation system is outlined as below:

- Traffic Flow Improvements (Arterial intersections, System Management & Integration): 20% of total STP funding
- System Preservation: 20% of total STP funding

The balance of the Urbanized Area STP funds will be made available for construction/implementation of transportation projects, utilizing a process to prioritize and select projects to be awarded funding. For those projects selected for funding, expenses associated with the development of engineering plans, right-of-way acquisition and utility relocation are eligible but must meet all state and federal policies. Local sponsors will also be responsible for providing required matching funds.

Urbanized Area STP projects will be funded at a ratio of 80 percent federal funds and 20 percent local funds for eligible project costs. Certain safety projects may be funded at 100 percent of the cost by federal funds upon approval by ODOT. Such safety projects are described in Title 23, U.S.C., Section 120(c), and include traffic control signalization, pavement marking, commuter carpooling and vanpooling, or installation of traffic signs, traffic lights, guardrails, impact attenuators, concrete barrier end treatments, breakaway utility poles, or priority control systems for emergency vehicles at signalized intersections.

All state and federal requirements in conjunction with the use of federal funds (*i.e.*, uniform relocation, Davis-Bacon, NEPA, etc.) must also be met. In general, it is expected that no single project or entity will be allocated more than 60% of the total STP Urbanized Area funds available per year. And furthermore, no other single project or entity will be allocated more than 50% of the remaining balance of STP Urbanized Area funds available per year. Final project scheduling by fiscal year for selected projects will be based on project phasing, project size and anticipated resources available.

**STP Funding Allocation Summary**

(A)	Total anticipated STP Allocation to INCOG:	\$15 M
(B)	Current commitment by INCOG:	\$6M/Year toward completing the regional expressway system
(C)	Available Funds for 2021	\$9 M
(D) Goal #1	Intelligent Transportation System Projects <b>AND/OR</b> Incident Management Projects	5% ( 450K)
(E) Goal #2	Traffic Flow Improvements <b>AND/OR</b> System Preservation (Shoulders/Rehab)	20% (\$1.8M)
(G) Capacity addition projects		\$6.75M

**No single entity may receive a combined sum of more than \$3M for any federal fiscal year, for all projects.** Projects selected for any federal fiscal year will be advanced based on first-ready first-let.

## Instructions for Project Submittals

Any entity wishing to sponsor functional planning/engineering, Major Investment Studies, and environmental studies, right-of-way acquisition, and utility relocation related to completion/upgrading of the Expressway System must submit a request to INCOG. Each request will be evaluated on a case-by-case basis to determine if funds will be set aside for this purpose.

A project sponsor wishing to submit a project for implementation using Tulsa Urbanized Area STP funds must complete a *Transportation Project Rating Form* (Attachment D) for each proposed project. The *Transportation Project Rating Form* will be used to establish project eligibility and to score transportation projects proposed for funding. The prioritization resulting from the form's scoring system will allow fair competition and selection based on a project's individual characteristics, status, and local commitment relative to other proposed projects.

Specifically, proposed **capacity improvement projects** will be evaluated on the following characteristics:

Selection Criteria	CAPACITY PROJECTS	NON-CAPACITY PROJECTS
A. Travel Time Improvements	Maximum 30 points	0 points
B. Safety Improvements	Maximum 30 points	20 points
C. System Maintenance and Management	Maximum 0 points	20 points
D. Project Preparation	Maximum 20 points	20 points
E. Livability Criteria	Maximum 0 points	20 points
F. Freight Movement and Intermodal	Maximum 10 points	10 points
G. Multijurisdictional/Special Benefits/goals	Maximum 10 points	10 points
	<b>Total</b> 100 points	100 points

The prioritization scoring will serve as the initial screening used to select projects for funding with Urbanized Area STP funds. Certain types of projects that cannot be evaluated through the project rating process due to their characteristics (e.g., planning and engineering studies, carpool programs, wetlands mitigation, research programs, etc.) may be submitted for consideration. These "exception" projects along with the initial prioritized list will be presented to the TAC, TPC, and the INCOG Board of Directors, which together will establish the final priorities.

Completion of the preliminary activities (functional planning/engineering, and environmental studies) will make the projects better able to compete for construction funds available through other programs for projects statewide. Affected/interested entities will select a lead agency that will act as project sponsors and will be responsible for coordinating the provision of local matching funds. Funding for right-of-way acquisition and utility relocation will only be eligible upon state and federal approval of required functional planning/engineering and environmental studies.

INCOG, as the MPO, will notify ODOT of the programming of projects and will provide to ODOT copies of the project sponsors' STP Project Resolution and preliminary cost estimate. The project sponsor must file with ODOT evidence that the local matching share for the proposed project is in hand and immediately available to the project, and three copies of documentation as to the provision of engineering services to the project sponsor for preparation of plans, as applicable, for construction projects. The project sponsor must also execute a project agreement with ODOT within 180 days of project approval by the Board of Directors. INCOG reserves the right to reprogram funds for projects whose sponsors fail to execute agreements within that period.

Project funding will be obligated (approved by ODOT and FHWA) in consultation with INCOG on a "first ready, first funded" basis, regardless of project sponsor. Projects that fail to be ready to be obligated by the Federal Fiscal Year in which they were selected for funding will be jointly assessed by the project sponsor, INCOG, ODOT and USDOT, to determine if the project should be terminated and the funds reprogrammed. Reprogrammed funds will be made immediately available for projects that are ready to proceed. Project selection by the MPO will be considered to occur when the project is included on the TIP approved by the Transportation Policy Committee and endorsed by the INCOG Board of Directors. Upon receipt of MPO concurrence, ODOT will place the project on a scheduled letting list, and request the local funding share from the project sponsor. The matching funds must be received by ODOT before the project can be advertised for bids. Prior to bid opening, ODOT will request Federal authorization of the project.

## Project Monitoring

It is the responsibility of ODOT to keep INCOG informed of the status of all Urbanized Area STP projects within the Tulsa area, and to report project cost adjustments so that cost estimates can be replaced with actual construction costs when the projects are let for bid and completed. ODOT shall provide to INCOG verification of the final project cost upon its completion. ODOT shall also provide to INCOG a quarterly status report summarizing the Tulsa Urbanized Area STP program, including the status of all selected projects and the amount of unobligated funding available for programming additional projects.

INCOG will routinely prepare a summary of all Tulsa Urbanized Area STP projects, including location, cost, and status, which have been obligated since the inception of the program.

## Tentative Schedule

Activity	Target Date
Solicit Applications	December 22, 2017
Applications Due	February 23, 2018
Preliminary List to Technical Committee	March 21, 2018
Preliminary List to Policy Committee	March 28, 2018
Approved List to INCOG Board	April 10, 2018



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# ATTACHMENT A

## Resolution to Request Programming of Tulsa Urbanized Area Surface Transportation Funds

WHEREAS, Surface Transportation Program Urbanized Area funds have been made available for transportation improvements within the Tulsa Transportation Management Area; and

WHEREAS, the CITY OF SAPULPA has selected a project described as follows:

OZARK TRAIL EAST CONNECTION TO SH-33 ; and

WHEREAS, the selected project is consistent with the local comprehensive plan, including applicable Major Street and Highway Plan Element, and the Regional Transportation Plan; and

WHEREAS, the engineer's preliminary estimate of cost is \$ \_\_\_\_\_, and Federal participation under the terms of the Fixing America's Surface Transportation (FAST) Act relating to Surface Transportation Program Urbanized Area funds are hereby requested for funding of 49 percent of the project cost; and

WHEREAS, the CITY OF SAPULPA proposes to use CITY funds for the balance of the project costs; and

WHEREAS, the CITY OF SAPULPA has arranged for PROFESSIONAL ENGINEERING CONSULTANTS, a qualified ENGINEER licensed in the state of Oklahoma to furnish professional services in the preparation of detailed plans, specifications and estimates; and

WHEREAS, the CITY OF SAPULPA agrees to provide for satisfactory maintenance after completion, and to furnish the necessary right-of-way clear and unobstructed; and

WHEREAS, the CITY OF SAPULPA has required matching funds available and further agrees to deposit with the Oklahoma Department of Transportation said matching funds within thirty (30) days after approval by the Federal Highway Administration.

NOW, THEREFORE, BE IT RESOLVED: That the Indian Nations Council of Governments is hereby requested to program this project into the Transportation Improvement Program for the Tulsa Transportation Management Area; and

BE IT FURTHER RESOLVED: That upon inclusion in the Transportation Improvement Program, the Oklahoma Transportation Commission is hereby requested to concur in the programming and selection of this project and to submit the same to the Federal Highway Administration for its approval.

ATTEST:

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(Chief Elected Official or local governing body)

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(Clerk/Secretary/Attorney)

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# ATTACHMENT B

## Surface Transportation Program Eligible Projects

### *Title 23, U.S.C., Section 133(b)*

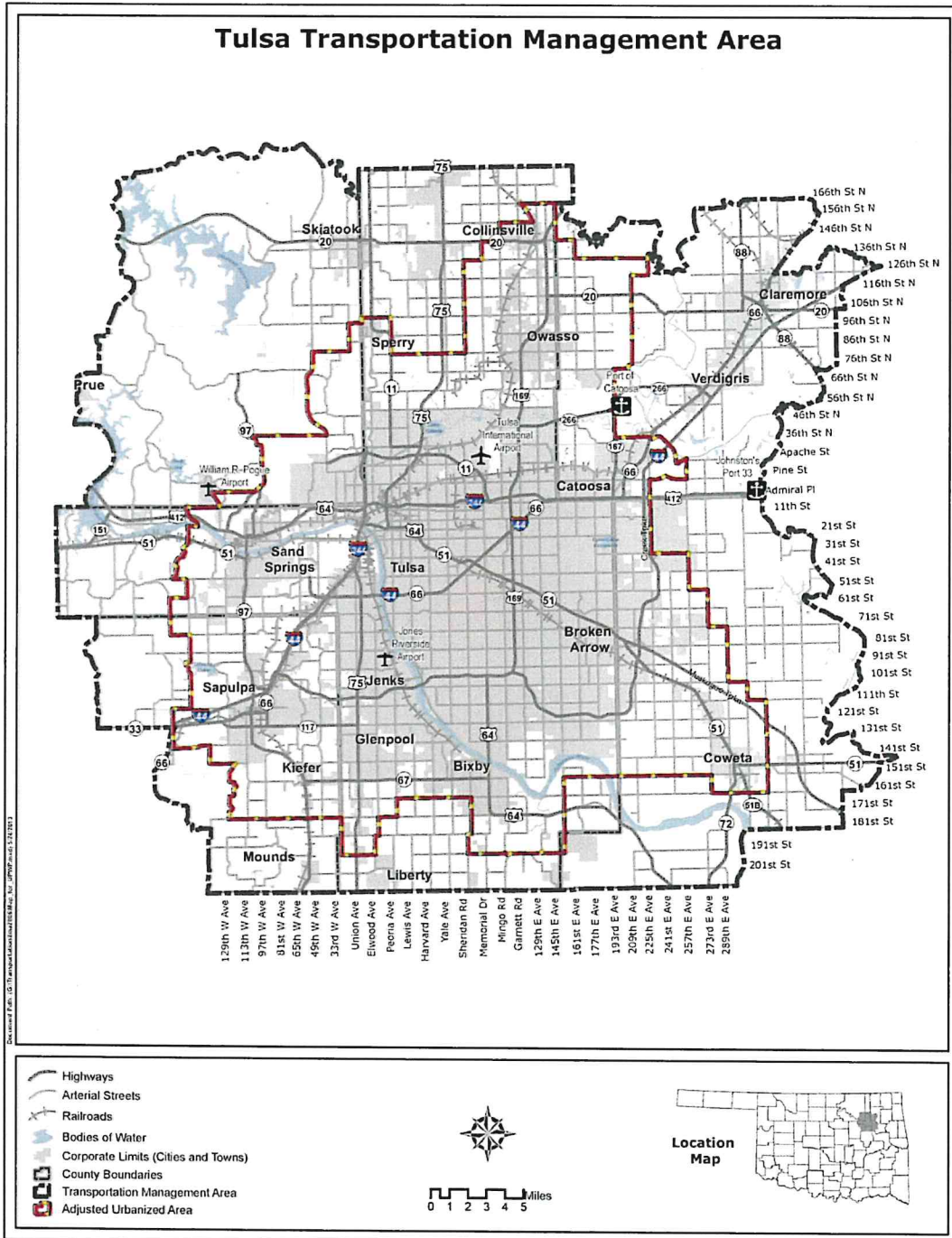
ELIGIBLE PROJECTS.--A State may obligate funds apportioned to it under section 104(b)(3) for the surface transportation program only for the following:

- (1) Construction, reconstruction, rehabilitation, resurfacing, restoration, and operational improvements for highways (including interstate highways) and bridges (including bridges on public roads of all functional classifications), including any such construction or reconstruction necessary to accommodate other transportation modes, and including the seismic retrofit and painting of and application of calcium magnesium acetate, sodium acetate/formate, or other environmentally acceptable, minimally corrosive anti-icing and de-icing compositions on bridges and approaches thereto and other elevated structures, mitigation of damage to wildlife, habitat, and ecosystems caused by a transportation project funded under this title.
- (2) Capital costs for transit projects eligible for assistance under chapter 53 of title 49, including vehicle and facilities, whether publicly or privately owned, that are used to provide intercity passenger service by bus.
- (3) Carpool projects, fringe and corridor parking facilities and programs, bicycle transportation and pedestrian walkways in accordance with section 217, and the modification of public sidewalks to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).
- (4) Highway and transit safety infrastructure improvements and programs, hazard eliminations, projects to mitigate hazards caused by wildlife, and railway/highway grade crossings.
- (5) Highway and transit research and development and technology transfer programs.
- (6) Capital and operating costs for traffic monitoring, management, and control facilities and programs.
- (7) Surface transportation planning programs.
- (8) Transportation enhancement activities.
- (9) Transportation control measures listed in section 108(f)(1)(A) (other than clauses (xii) ) of the Clean Air Act (42 U.S.C. 7408(f)(1)(A)).
- (10) Development and establishment of management systems under section 303.
- (11) In accordance with all applicable Federal law and regulations, participation in natural habitat and wetlands mitigation efforts related to projects funded under this title, which may include participation in natural habitat and wetlands mitigation banks; contributions to statewide and regional efforts to conserve, restore, enhance and create natural habitats and wetlands; and development of statewide and regional natural habitat and wetlands conservation and mitigation plans, including any such banks, efforts, and plans authorized pursuant to the Water Resources Development Act of 1990 (including crediting provisions). Contributions to such mitigation efforts may take place concurrent with or in advance of project construction. Contributions toward these efforts may occur in advance of project construction only if such efforts are consistent with all applicable requirements of Federal law and regulations and State transportation planning processes. With respect to participation in a natural habitat or wetland mitigation effort related to a project funded under this title that has an impact that occurs within the service area of a mitigation bank, preference shall be given, to the maximum extent practicable, to the use of the mitigation bank if the bank contains sufficient available credits to offset the impact and the bank is approved in accordance with the Federal Guidance for the Establishment, use and Operation of Mitigation Banks (60 Fed. Reg. 58605 (November 28, 1995)) or other applicable Federal law including regulations).
- (12) Infrastructure-based intelligent transportation systems capital improvements.
- (13) Environmental restoration and pollution abatement projects including the retrofit or construction of storm water treatment systems) to address water pollution or environmental degradation caused or contributed to by transportation facilities, which projects shall be carried out when the transportation facilities are undergoing reconstruction, rehabilitation, resurfacing, or restoration; except that the expenditure of funds under this section for any such environmental restoration or pollution abatement project shall not exceed 20 percent of the total cost of the reconstruction, rehabilitation, resurfacing, or restoration project
- (14) Advanced truck stop electrification systems [1113]

- (15) Projects relating to intersections that: have disproportionately high accident rates; have high congestion; and are located on a Federal-aid highway [1113]
- (16) Environmental restoration and pollution abatement – on a 4R project the expenditures for this activity may not exceed 20 percent of the total cost of the project. [6006]
- (17) Control of terrestrial and aquatic noxious weeds and establishment of native species.

# ATTACHMENT C Tulsa Transportation Management Area

The following map is based on the 2000 Census defined Tulsa Urbanized Area boundary, a statistical geographic entity consisting of a central core and adjacent densely settled territory that together contain at least 50,000 people with an overall population density of at least 1,000 people per square mile. For Functional Classification purposes, the Tulsa Urbanized Area boundary was modified in cooperation with ODOT to create the Tulsa Adjusted Urbanized Area.



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# ATTACHMENT D

Tulsa Urbanized Area Surface Transportation Program

Project Rating Form



# Tulsa Urbanized Area Surface Transportation Program Project Rating Form: FFY 2019

The following information must be completed for all proposed Urbanized Area STP projects. INCOG staff will use the reported information to assign points to proposed projects. The establishment of project eligibility and the project scores will then be used by the Technical Advisory Committee, Transportation Policy Committee, and the INCOG Board of Directors to program projects to be funded with Urbanized Area STP funds. Please attach the cost estimate from the appropriate licensed professional and a map/drawing of the proposed project.

## Project Information

Project Purpose:  Adding Roadway Capacity  Not-a-capacity added Project

Project Name and Location: OZARK TRAIL EAST CONNECTION TO SH-33

Project Description (please include all information necessary for the extent of the project you would like to be rated in the criteria that follows): Construct a new roadway on new alignment to connect the eastern end of Ozark Trail to SH-33 and thereby eliminate the need to cross Rock Creek on the existing historic US highway 66 bridge currently structurally deficient and posted at 4 tons and make connection to SH-33 at the north leg of the SH-33 & SH-117 signalized intersection.

Project Sponsor/Jurisdiction: CITY OF SAPULPA

Project Engineer: PROFESSIONAL ENGINEERING CONSULTANTS

Contact Person: RICK RUMSEY \_\_\_\_\_

Email address [rrumsey@sapulpapolice.com](mailto:rrumsey@sapulpapolice.com) \_\_\_\_\_

Address P.O. Box 1130 - 425 East Dewey, Sapulpa, OK 74067 \_\_\_\_\_

Phone (918) 224-3040 Ext. 8 \_\_\_\_\_

Please attach detailed budget to include inflation adjusted costs and fill out the following table.

Project Costs	STP Funds Requested	Other Funds
Construction Cost:		
ODOT Engineering & Review Fee: (6.0% × Total Construction Cost)		
Other Costs:		
Planning/Engineering		
Right-of-Way		
Utility Relocation		
Grand Total:		

Check here if other transportation funding has been received or authorized for this project. Please note the source and amount of the funding.



Source \_\_\_\_\_ Amount \_\_\_\_\_

**A. Travel Time Improvement - Maximum 30 points**

Projects that seek to improve travel time can receive up to 30 points in this category. Improvements are usually in the form of capacity addition or intersection improvements.

1. What is the most recent average daily traffic count for the proposed project location? (For new alignments the projected volume and number of lanes from the most current computer model of the long range transportation plan will be used. For intersection improvements the approach with the highest traffic volume will be used to determine the V/C ratio.)

Count: \_\_\_\_\_ Date: \_\_\_\_\_

Current number of lanes: \_\_\_\_\_ Count per lane: \_\_\_\_\_

For corridor improvements, INCOG will determine if the proposed project provides relief for an existing/future congested corridor location, using volume to capacity (V/C) ratio where Level of Service C capacity is greater than 0.80.

- \_\_\_\_\_ V/C Ratio 1.50 or greater (18 points)
- \_\_\_\_\_ V/C Ratio 1.20 or greater (12 points)
- \_\_\_\_\_ V/C Ratio 1.00 to 1.19 (8 points)
- \_\_\_\_\_ V/C Ratio 0.80 to 0.99 (6 points)
- \_\_\_\_\_ V/C Ratio less than 0.80 (4 points)

2. Cost Points: Max 6 Points INCOG will calculate the STP dollar cost per daily traffic volume. The projects will be divided into quartiles and the first quartile will receive 6 points, the second quartile 4 points, the third quartile 2 points and the fourth quartile 1 point.
3. If the project includes Intersection improvements: Additional 6 Points (Example: for Traffic Flow Improvements such as Arterial intersection projects, System Management/Integration, Super-two lane reconstruction, Turning Movement improvements, adding shoulder to existing roadway or other related corridor traffic improvement projects that include intersection improvements to reduce congestion)

Please provide any additional comments on congestion improvements

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B. Safety Improvements - Maximum 30 points (Non-Capacity Projects: Max 20 Pts)**

If the project is designed to address significant safety issues, it can receive up to 30 points in this category. Please provide a description in the space provided next to each applicable criterion.

What is the Average Annual Crash Severity Index for the Project: \_\_\_\_\_  
 (INCOG will calculate based on data from DPS/ODOT related to Fatality, Injury & PDO crashes)

- First Quartile of Projects: 18 Points
- Second Quartile of Projects: 12 Points
- Third Quartile of Projects submitted: 8 Points
- Fourth Quartile of Projects submitted: 4 Points

(1)For Non-Capacity Projects:

<b>Evaluation Criteria</b>	<b>Points</b>	<b>Provide Description</b>
Project includes transit, pedestrian, bicycle & wheelchair traffic safety. Ex: signalized crossings, high visibility markings, signage, crosswalk upgrades, sidewalk extensions, pedestrian ramps, lighting, barriers separating vehicle/person conflicts. (List each item that is a part of the design separately to receive 1 point each, up to 4 points total.)	<b>4</b>	
Projects to improve roadway safety and/or address Traffic Incident Management. Ex: pavement markings, lighting, signage, barriers or increase skid resistance, responder safety, equipment, communication systems, design features such as incident detection/synchronized signals, turning lane improvements, super-two lane configuration with added shoulders (List each item that is a part of the design separately to receive 1 point each, up to 4 points total.)	<b>4</b>	
Project increases safety through rail crossing improvements.	<b>4</b>	
<b>TOTAL</b>		

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



Using Department of Public Safety data from the past three years, INCOG will calculate the most recent average annual crash count at the proposed project location:

Number of Crashes: \_\_\_\_\_ Date: \_\_\_\_\_  
Crash Severity Index: \_\_\_\_\_  
Points Awarded: \_\_\_\_\_

The projects will be divided into quartiles based on the Crash Severity Index and the first quartile will receive 2 point, the second quartile 4 points, the third quartile 6 points and the fourth quartile 8 points. Projects that involve rehabilitation of existing facilities only, with no targeted additional safety features/improvements, are not eligible for "Crash Severity" points.

**C. System Maintenance and Management Maximum (Non-Capacity Projects Only)  
Maximum 20 Points**

If the main purpose of the proposed project is to maintain existing facilities, it may receive up to 20 points in this category. Please provide a description in the space provided next to each applicable criterion.

<b>Evaluation Criteria</b>	<b>Points</b>	<b>Provide Description</b>
Project includes either resurfacing or rehabilitation of a majority of the extent, substantial drainage improvements, improvement of signalization.	<b>5</b>	
Project aids in the detection and clearance of non-recurring traffic incidents, the rapid clearing of road obstructions, or otherwise contributes to or utilizes ITS technology or incident management elements.	<b>5</b>	
Project includes replacement or rehabilitation of a functionally obsolete or structurally deficient bridge, such that it no longer is a functionally obsolete or structurally deficient.	<b>5</b>	
Project is derived from or related to the INCOG Congestion Management Process and reduces congestion on streets or intersections functionally classified by the FHWA as arterials in incorporated areas or as a major rural collectors in unincorporated areas .	<b>5</b>	
<b>TOTAL</b>		

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**D. Project Preparation ALL Projects -**

**Maximum 20 points**

Projects that are prepared for construction may receive up to 20 points in this category. Please provide a description in the space provided next to each applicable criterion. Additionally, projects will receive one negative point for each year and for each project the sponsor has a previously-selected project that has not been scheduled to let to bid.

<b>Evaluation Criteria</b>	<b>Pt</b>	<b>Provide Description</b>
<i>What is the status of the environmental review process?</i>		
Environmental clearance completed and federal approval obtained	<b>5</b>	
Environmental clearance is in process in compliance with federal requirements	<b>2</b>	
Environmental clearance has not been initiated	<b>0</b>	
EIS likely to be required	<b>-4</b>	
<i>What is the status of proposed project design/ engineering/ planning?</i>		
Final Design/ Engineering/ planning completed and approved by ODOT	<b>10</b>	
Preliminary Design/ Engineering 50% plans completed.	<b>6</b>	
Preliminary Design/ Engineering/ Planning design consultant selected.	<b>4</b>	
<i>What is the status of right-of-way acquisition?</i>		
Right-of-way acquisition completed or not required per ODOT approved plans.	<b>5</b>	
Right-of-way acquisition based on area is 50% complete in compliance with federal requirements	<b>3</b>	
Right-of-way acquisition has not been initiated	<b>0</b>	
<i>What is the status of utility relocation?</i>		
Utility relocation plans are completed or not required per ODOT approved plans.	<b>5</b>	
Utility relocation is 50% complete in compliance with federal requirements	<b>3</b>	
Utility relocation has not been initiated	<b>0</b>	
<i>What is the amount of matching funds for STP Funds?</i>		
More than 50% (6pts), 25 – 50% (4pts)	<b>4 or 6</b>	
ALL Preconstruction Activities funded by local resources (Not involving STP Dollars). (This does not waive minimum local match required for construction as required or as committed for the Surface Transportation Program funding request)	<b>6</b>	
----- Projects that were previously funded for implementation in this FFY or earlier and have not been obligated at the time of project ranking will receive -1pt per project per year. Delays out of control of the applicant are exempted from negative points.		
<b>TOTAL</b>		

**E. Livability (Non-Capacity Projects Only) -**

**Maximum 20 points**

If the main purpose of the proposed project is transit components, pedestrian components, or bicycle components, it may receive up to 14 points in this category. If the project is NOT an alternative-mode enhancement, but it includes design considerations for the operation thereof, it may obtain up to 6 points. Please provide a description in the space provided next to each applicable criterion.

<b>Evaluation Criteria</b>	<b>Points</b>	<b>Provide Description</b>
Main purpose of project is transit facility/hardware improvement, pedestrian or bicycle components	<b>20</b>	
<i>If main purpose of project is not alternative mode, but it does include complementary features, please fill in bellow.</i>		
Project provides for existing or planned bus/transit operations (i.e., turning radii, bus stop pad, etc...)	<b>5</b>	
Project provides for pedestrian or bicycle components (bumpouts, sidewalks, shelters, wide shoulders, dedicated lanes, paths/trails etc...)	<b>5</b>	
Project ( <i>not</i> a limited access facility) is primarily located in a district zoned as Commercial, Office, High-Density Single-Family Residential, or Medium-Density Multi-Family.	<b>5</b>	
Project displaces one or more homes, businesses, schools, churches or recreational areas.	<b>-2</b>	
<b>TOTAL</b>		

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**F. Freight Movement and Intermodal Linkages –ALL Projects      Maximum 10 points**

If the project induces the interaction between two or more modes of transportation, it may receive up to 10 points in this category. Please provide a description in the space provided next to each applicable criterion.

<b>Evaluation Criteria</b>	<b>Points</b>	<b>Provide Description</b>
Project facilitates the exchange of passengers and goods from private to public modes or between transportation modes.	<b>5</b>	
Project improves access to existing or proposed transportation freight or passenger terminal facility	<b>5</b>	
Project improves road component(s) with 5% or more heavy duty trucks by traffic volume substantiated with observed vehicle classification data as an attachment	<b>5</b>	
<b>TOTAL</b>		

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**G. Regional Economic Benefits & Achieving Goals for Efficient System -ALL Projects  
Maximum 10 points**

Please describe the extent to which the proposed project offers significant additional benefits to the transportation system not reflected by other rating factors. Please provide a description in the space provided next to each applicable criterion.

Evaluation Criteria	Points	Provide Description
Project is multi-jurisdictional, and is a part of a regional funding program or economic development strategy that benefits more than one community and/or county.	<b>5</b>	
Project will fulfill the goal of (a) Intelligent Transportation System; (b) Incident Management; (c) Traffic flow improvement; and/or (d) System preservation funding goal	<b>5</b>	
<b>TOTAL</b>		

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_