

## **SAPULPA CITY COUNCIL MEETING**

CITY HALL - 425 EAST DEWEY AVENUE

COUNCIL CHAMBERS, 2ND FLOOR

7:00 P.M., MONDAY, FEBRUARY 5, 2018

Notice is hereby given that the Mayor and City Council of the City of Sapulpa, Oklahoma, will meet in regular session at 7:00 p.m. on the 5th day of February, 2018, in the Council Chambers, Sapulpa City Hall, 425 East Dewey Avenue, Sapulpa, Oklahoma, with the agenda for said meeting as follows:

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

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

### **- AGENDA -**

1. **CALL TO ORDER.**
2. **INVOCATION.**
3. **PLEDGE OF ALLEGIANCE.**
4. **ROLL CALL.**
5. **MINUTES.**
  - A. Consider approving the minutes of the January 2, 2018, regular city council meeting.
  - B. Consider approving the minutes of the January 16, 2018, regular city council meeting.
6. **APPOINTMENTS, AWARDS, PRESENTATIONS, AND PROCLAMATIONS.**
7. **CONSENT ITEMS:** All matters under “Consent” are considered by the City Council to be routine and will be enacted by one motion. Any City Council member may, however, remove an item from consent by request.

- A. Consider approving Claims in the amount of \$187,646.95. (January 16, 2018)
- B. Consider approving Claims in the amount of \$197,936.90.
- C. Discussion and possible action regarding receipt of Oklahoma Department of Environmental Quality Permit No. WL000019170906, for construction of 1422 linear feet of potable waterline from West Highway 66 (Golf Course) north to West Johnson Street.
- D. Discussion and possible action regarding approval of a General Warranty Deed with Dan and Barbara McCarthy for the property located at 620 North 2nd Street, Sapulpa, Oklahoma.

**8. PUBLIC HEARINGS.**

**9. COMMUNITY DEVELOPMENT.**

- A. Discussion and possible action regarding a Specific Use Permit to allow new or used car sales. Location: 6263 State Highway 66 - Applicant: John Wimpy.

**10. ADMINISTRATION.**

- A. Discussion and possible action regarding an Amendment of Utility Easement for the property located at 1907 South Stephanie Street, Sapulpa, Oklahoma.
- B. Discussion and possible action regarding a Right-of-Way Encroachment Use Agreement and License with LSN Land Management, LLC, owner of the real property commonly known as 421 North 2nd Street, Sapulpa, Oklahoma.
- C. Discussion and possible action regarding approval of a Lease Agreement with Dan and Barbara McCarthy for the property located at 620 North 2nd Street, Sapulpa, Oklahoma.
- D. Discussion and possible action regarding close-out of the North Hickory Wastewater Line Project with Garrow Construction, LLC, and payment of the final pay request in the amount of \$22,582.50. This also includes the approval of the change order which deleted the replacement of an 8" ductile iron pipe crossing Hickory Street which will be completed during the road construction project on North Hickory. This change order results in a \$2,660.00 deduction in the project cost. The total project cost was \$59,015.00. This includes the approval of all close out documents; establishing the warranty date effective January 8, 2018 through January 8, 2019.

- E.** Discussion and possible action regarding 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.
  - F.** Discussion and possible action regarding the adoption of a Resolution of the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Authority amending the FY 2017-2018 annual budget by increasing revenues and appropriations in the Grants & Aid fund in the amount of \$3,005,370.00 to provide funding for the west side sanitary sewer improvements.
  - G.** Discussion and possible action regarding 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.
  - H.** Discussion and possible action regarding Change Order 001 on the West Bryan Street STP project to Oklahoma Department of Transportation (ODOT) in the amount of \$4,000.00.
  - I.** Discussion and possible action rejecting all bids received on Earthwork and Site Drainage work for Phase 1 of the Sapulpa Youth Sports Complex.
  - J.** Consider declaring one hundred sixty-four (164) assorted size meters "surplus property" and authorizing the City Manager to salvage the same.
  - K.** Discussion and possible action on 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.
  - L.** 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 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.
  - M.** Discussion and possible action regarding Amendment 3 to Agreement with BKL for architectural services for the Sapulpa Animal Shelter at a cost not to exceed \$125,000.00.
- 11.** **NEW BUSINESS.** (Items that were not known about at the time of posting the agenda.)

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

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

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

14. **EXECUTIVE SESSION.**

A. Consider entering into 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 interest. [25 O.S. Section 307 B (4)]

B. Consider action in open session regarding matters discussed in Executive Session.

15. **ADJOURNMENT.**

Posted this 2nd day of February, 2018 at or before 5:00 p.m., at the Sapulpa City Hall, 425 East Dewey, Sapulpa, Oklahoma.

Name: *Anna Jo Fife*

Title: *Administrative Assistant*



**AGENDA ITEM**

**City Council Regular**

**5.A.**

**Meeting Date:** February 5, 2018

**Submitted By:** Anna Jo Fife, City Manager Assistant

**Department:** City Clerk

**Presented By:**

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**SUBJECT:**

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

**BACKGROUND:**

**RECOMENDATION:**

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**Attachments**

minutes.01-02-2018 city

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# DRAFT

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

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

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

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

**1. INVOCATION.**

The invocation was given by Vice-Mayor Louis Martin.

**2. PLEDGE OF ALLEGIANCE.**

Mayor Reg Green led the "Pledge of Allegiance."

**3. MINUTES AND CONSENT ITEMS.**

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

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

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

**4. COMMUNITY DEVELOPMENT.**

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

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

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

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

- C.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Craig Henderson, to approve the adoption of an ordinance amending the Zoning Ordinance of the City of Sapulpa; changing the zone and district of land located at the northwest corner of West 81st Street South and Frankoma Road, City of Sapulpa, Creek County, State of Oklahoma, from IH (Industrial Heavy) to RS-3 (Residential Single Family), per SAZ-944; and directing the City Clerk to show each change upon the official zoning map; repealing all ordinances or parts of ordinances in conflict herewith; providing for severability; and declaring an emergency. (Ordinance No. 2788)

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

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

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

**5. ADMINISTRATION.**

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

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

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

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

**7. ADJOURNMENT.**

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

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

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Mayor

Attest:

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City Clerk





**AGENDA ITEM**

**City Council Regular**

**5.B.**

**Meeting Date:** February 5, 2018

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

**Department:** City Clerk

**Presented By:**

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**SUBJECT:**

Consider approving the minutes of the January 16, 2018, regular city council meeting.

**BACKGROUND:**

**RECOMENDATION:**

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**Attachments**

minutes.01-16-2018 city

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**CITY OF SAPULPA, OKLAHOMA**  
COUNCIL PROCEEDINGS  
Meeting of January 16, 2018

The City Council of Sapulpa, Oklahoma, met in regular session Tuesday, January 16, 2018, at 7:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Present: Reg Green, Mayor  
Louis Martin, Vice-Mayor  
Wes Galloway, Councilor  
Councilor Hugo Naifeh  
Councilor Carla Stinnett

Absent: John Anderson, Councilor  
Marty Cummins, Councilor  
Craig Henderson, Councilor  
Alan Jones, Councilor  
Charles Stephens, Councilor

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

There being no quorum, no city council meeting was held.

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Mayor

Attest:

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City Clerk



**Consent Agenda 7.A.**

**City Council Regular**

**Meeting Date:** February 5, 2018

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

**Submitted By:** Anna Jo Fife, City Manager Assistant, City Manager

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**SUBJECT:**

Consider approving Claims in the amount of \$187,646.95. (January 16, 2018)

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**Attachments**

Claims list 1-16-18

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FUND: 10 - GENERAL FUND

SUMMARY REPORT

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

## FUND: 10 - GENERAL FUND

## SUMMARY REPORT

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

## FUND: 20 - SMA-AUTHORITY FUND

## SUMMARY REPORT

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

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

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

FUND: 29 - STORMWATER MANAGEMENT

SUMMARY REPORT

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

FUND: 30 - STREET & ALLEY

SUMMARY REPORT

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

FUND: 31 - CEMETERY MAINTENANCE

SUMMARY REPORT

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

FUND: 32 - HUNTING & FISHING

SUMMARY REPORT

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

FUND: 32 - HUNTING & FISHING

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
FUND TOTAL:						3,329.42

FUND: 33 - GOLF COURSE

SUMMARY REPORT

121939	99-103	ONG	NOV 2017 GAS CHARGES	1/2018	NOV 2017 121939	315.65
120511	99-10302	LAMPTON WELDING SUPPLY CO,	REFILL CO2 TANKS	1/2018	872310	71.10
121851	99-1992	JOHN DEERE FINANCIAL ACCT#5	HAND LOPPERS	1/2018	E35272/2 12/1/17	180.10
121935	99-28	OG&E	DEC 2017 ELEC CHARGES	1/2018	12/22/17 121935	671.82
121760	99-5267	TITLEIST	WINTER GOLF ORDER	1/2018	904997683	2,324.39
121763	99-5267	TITLEIST	SHOES FOR PRO SHOP	1/2018	905093301	1,556.16
121767	99-5267	TITLEIST	JACKETS/HOODIES-HIGHSCHOO	1/2018	905134294	2,302.13
121770	99-5267	TITLEIST	GOLF CLUBS	1/2018	905198667	585.40
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	1/2018	8241445765	7.97
121160	99-8434	FLEETCOR TECHNOLOGIES d/b/a	NOV 2017 CNG	1/2018	NP52034136	9.55
121762	99-8442	SYSCO FOODS SERVICES OF OKL	FOOD FOR CONCESSION	1/2018	126244724	586.52
120523	99-9173	ALL MAINTENANCE SUPPLY, INC	TP, PAPER TOWELS, ETC.	1/2018	64332-01	104.50
121855	99-9334	T & T POWERSPORTS, LLC	CHAINS/BARS FOR CHAINSAWS	1/2018	91600	300.00
FUND TOTAL:						9,015.29

FUND: 34 - LIBRARY

SUMMARY REPORT

121939	99-103	ONG	NOV 2017 GAS CHARGES	1/2018	NOV 2017 121939	295.70
121935	99-28	OG&E	DEC 2017 ELEC CHARGES	1/2018	12/22/17 121935	1,323.88
120105	99-7963	TAMMY YVONNE TALLEY	JANITORIAL SRVCS-LIB ANNE	1/2018	JAN 2018 120105	345.00
120106	99-7963	TAMMY YVONNE TALLEY	JANITORIAL SRVCS-LIBRARY	1/2018	JAN 2018 120106	950.00
121710	99-8259	AIRCO SERVICE, INC.	REPAIR ISSUES-BOILER ROOM	1/2018	2409786	2,818.55
FUND TOTAL:						5,733.13

FUND: 35 - PARKS & RECREATION

SUMMARY REPORT

121939	99-103	ONG	NOV 2017 GAS CHARGES	1/2018	NOV 2017 121939	716.25
121917	99-1992	JOHN DEERE FINANCIAL ACCT#5	BATTERY FOR ALARM SYSTEM	1/2018	N03999/2 12/5/17	16.99
121935	99-28	OG&E	DEC 2017 ELEC CHARGES	1/2018	12/22/17 121935	3,174.41
121104	99-4700	COX COMMUNICATIONS	CABLE-SENIOR & REC CENTER	1/2018	028122401 12/27/17	38.47
120772	99-5348	PLANNING DESIGN GROUP	CONCEPT/COST EST-KELLYLAN	1/2018	4365	2,000.00
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	1/2018	8241445764	5.76
121499	99-8007	ADVANCED INDUSTRIAL SOLUTI	MISC JANITORIAL SUPPLIES	1/2018	233879	24.70
121924	99-8007	ADVANCED INDUSTRIAL SOLUTIO	JANITORIAL SUPPLIES	1/2018	233972	46.00
121160	99-8434	FLEETCOR TECHNOLOGIES d/b/a	NOV 2017 CNG	1/2018	NP52034136	113.32
121163	99-8434	FLEETCOR TECHNOLOGIES d/b/a	DECEMBE CNG	1/2018	NP52241072	44.22
121916	99-8474	MALONE FLOOR CORPORATION	REFINISH GYM FLOOR	1/2018	1/5/18 121916	1,050.00
120562	99-8545	TITAN COMMERCIAL SERVICES,	JANITORIAL SERVICES-PARKS	1/2018	JAN 2018 120562	600.00
120556	99-9288	ADVANCE ALARMS, INC	MONITORYING-SENIOR CENTER	1/2018	1580572	25.00
120558	99-9288	ADVANCE ALARMS, INC	ALARM/MONITORING SERVICE	1/2018	1581301	25.00
120552	99-9595	CAMPBELL WENDY	DATA ENTRY-TRACKING PROGR	1/2018	11/29-12/13/17	690.00
120560	99-9996	ALLIANCE MAINTENANCE, INC.	JANITORIAL SRVCS-BTW CENT	1/2018	100062	875.00
120561	99-9996	ALLIANCE MAINTENANCE, INC.	JANITORIAL SRVCS-SENIOR	1/2018	100061	695.00
FUND TOTAL:						10,140.12

## FUND: 36 - SWIMMING POOL

## SUMMARY REPORT

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

## FUND: 44 - MAJOR THOROFARE

## SUMMARY REPORT

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

## FUND: 45 - CAPITAL IMPROVEMENTS

## SUMMARY REPORT

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

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

## SUMMARY REPORT

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

## FUND: 48 - WATER RESOURCE

## SUMMARY REPORT

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

## FUND: 59 - HOTEL/MOTEL TAX FUND

## SUMMARY REPORT

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



FUND: 63 - SERIES 2014 STR CAP IMPR

SUMMARY REPORT

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

## G / L R E C A P

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

## G / L R E C A P

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

## G / L R E C A P

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

G / L   R E C A P

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



**Consent Agenda 7.B.**

**City Council Regular**

**Meeting Date:** February 5, 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 \$197,936.90.

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**Attachments**

Claims List 2-5-18

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FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
119419	99-10024	OKLAHOMA UNIFORM BUILDING	CPLAN REVIEW CLASS	1/2018	201801115	38.55
121138	99-10159	LAWRENCE COUNTY NEWSPAPERS,	PUBLISH BOA IN LEGAL NEWS	1/2018	15920	46.40
122055	99-10159	LAWRENCE COUNTY NEWSPAPERS,	PUBLISH ORD #2788	1/2018	15919	78.45
122104	99-10160	MERRIFIELD OFFICE SOLUTIONS	MISC JANITORIAL/OFFICE	1/2018	0137085-001	486.77
122140	99-10160	MERRIFIELD OFFICE SOLUTIONS	MISC OFFICE SUPPLIES	1/2018	0137809-001	112.60
122168	99-10160	MERRIFIELD OFFICE SOLUTIONS	BUSINESS CARDS	1/2018	0136978-001	56.00
122326	99-10160	MERRIFIELD OFFICE SOLUTIONS	MISC SUPPLIES	1/2018	0138217-001	392.61
122327	99-10252	CECIL COX ENTERPRISES	8 TIRES	1/2018	3022738	990.08
121944	99-10343	RILEY, JOAN	REIMBURSE CITY MANAGER	1/2018	8/11-1/11/18	270.00
121111	99-10377	GREEN COUNTRY SHREDDING &	R32 GAL CONTAINERS	1/2018	39078	30.00
120721	99-10395	AUBREY WEATHERFORD	MONTHLY SOCIAL MEDIA FEE	1/2018	SAP1217	1,000.00
121990	99-10445	H & P DISTRIBUTING dba ABC	VACUUM CLEANER	1/2018	68820	299.00
121992	99-10488	ADMIRAL EXPRESS LLC	MISC JANITORIAL SUPPLIES	1/2018	1932448-0	87.88
121993	99-10488	ADMIRAL EXPRESS LLC	MISC OFFICE SUPPLIES	1/2018	1932460-0	64.31
121386	99-10547	BEASLEY TECHNOLOGY INC	MONTHLY COMPUTER MAINT	1/2018	3007911	2,250.00
119094	99-10559	CONSTANT CONTACT INC	CUSTOM EMAIL MARKETING	1/2018	64HP859AB1918	216.00
122166	99-10623	PRAETORIAN GROUP INC dba	PRGRANT WRITING/PROJECT	1/2018	010134-0593	2,600.00
121637	99-1206	REASOR'S INC.	FOOD FOR VALOR	1/2018	8007 12/27/17	14.58
121670	99-1206	REASOR'S INC.	FOOD FOR PRISONERS	1/2018	4803 1/8/18	219.24
121830	99-141	LOCKE SUPPLY CO.	MISC PARTS FOR BLDG MAINT	1/2018	33504121-00	11.01
121937	99-1479	P-F UNLIMITED INC	ACCOUNT PAYABLE CHECKS	1/2018	638714	498.07
121945	99-28	OG&E	JAN 2018 ELEC CHARGES	1/2018	1/23/18 121945	5,768.23
122165	99-2959	DAVIDSON AND DAVIDSON ENT	ERMISC PARTS/HOSES FOR JOBS	1/2018	0123763-IN	16.50
121829	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR VEHICLES	1/2018	153-483323	113.75
122043	99-3707	O'REILLY AUTOMOTIVE INC	BATTERY/OIL	1/2018	153-481118	172.30
122047	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS F/POLICE UNIT	1/2018	153-481493	163.26
122159	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR VEHICLES	1/2018	153-485966	84.92
122206	99-3707	O'REILLY AUTOMOTIVE INC	WINDOW REGULATOR/OIL	1/2018	153-483806	111.68
122213	99-3707	O'REILLY AUTOMOTIVE INC	SMOKE DIAGNOSTIC MACHINE	1/2018	153-485047	599.99
122217	99-3707	O'REILLY AUTOMOTIVE INC	TIRE SENSOR	1/2018	153-485161	44.89
120705	99-3822	TYLER TECHNOLOGIES, INC	ONLINE CREDIT CARD FEES	1/2018	025-212937	125.00
120150	99-39	WAL-MART	MISC OFFICE SUPPLIES	1/2018	021317 12/21/17	9.48
120151	99-39	WAL-MART	MISC SUPPLIES-ALL STATION	1/2018	009262 1/9/18	30.97
121177	99-39	WAL-MART	MISC JANITORIAL SUPPLIES	1/2018	021317A 12/21/17	60.95
122044	99-39	WAL-MART	MISC JANITORIAL SUPPLIES	1/2018	012868 1/12/18	88.07
122115	99-39	WAL-MART	MISC JANITORIAL SUPPLIES	1/2018	011407 1/11/18	141.14
122118	99-39	WAL-MART	MISC OFFICE SUPPLIES	1/2018	011407E 1/11/18	7.63
122121	99-39	WAL-MART	MISC SUPPLIES	1/2018	011407D 1/11/18	31.70
122122	99-39	WAL-MART	MISC SUPPLIES	1/2018	011407C 1/11/18	25.97
122124	99-39	WAL-MART	MISC OFFICE SUPPLIES	1/2018	011407B 1/11/18	12.97
122125	99-39	WAL-MART	MISC SUPPLIES	1/2018	011407A 1/11/18	232.28
121876	99-4463	INTEGRIS EMPLOYEE HEALTH	PRE-EMPLOYMENT PHYSICALS	1/2018	2017-23746	950.00
121387	99-4588	GARY HARRIS	IT SERVICES	1/2018	7780	531.00
119797	99-4661	NEAL & JEAN'S FLOWERS &	GIFHOSPITALITY ARRANGEMENTS	1/2018	024373	35.00
122106	99-4661	NEAL & JEAN'S FLOWERS &	GIFSYMPATHY FLOWERS-BARNES	1/2018	024381	40.00
121255	99-4690	TOTAL RADIO, INC	ALIGN RADIOS/CONSOLE	1/2018	111000020-1	142.50
121926	99-4700	COX COMMUNICATIONS	MONTHLY SERVICE	1/2018	069373901 1/13/18	183.89
121369	99-4737	TERRACON CONSULTANTS INC	COBB ST TESTING	1/2018	TA08755	352.50
120546	99-5388	OFFICE DEPOT 25022426	DIGITAL RECORDER	1/2018	996643666001	59.99
121179	99-5388	OFFICE DEPOT 25022426	MISC OFFICE SUPPLIES	1/2018	998151423001	61.09

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
121968	99-5388	OFFICE DEPOT 25022426	MISC OFFICE SUPPLIES	1/2018	998694534001	138.92
122103	99-5388	OFFICE DEPOT 25022426	10 CASES OF COPY PAPER	1/2018	996896011001	285.00
122119	99-5391	ANIMAL CARE EQUIP & SERVICE	MISC EQUIP SUPPLIES	1/2018	58769	123.61
122123	99-5391	ANIMAL CARE EQUIP & SERVICE	FERAL CAT DEN	1/2018	58768	195.11
122127	99-5391	ANIMAL CARE EQUIP & SERVICE	MISC OPERATIONAL SUPPLIES	1/2018	58788	360.03
120038	99-6001	CUMMINS SO. PLAINS, LTD	GENERATOR MAINT AGREEMENT	1/2018	027-54881	2,202.00
121110	99-6457	CRAWFORD & ASSOCIATES, PC	CONSULT/ADVISORY SRVCS	1/2018	11235	4,165.00
120737	99-6477	WEST PUBLISHING CORPORATION	WESTLAW SUBSCRIPTION	1/2018	837525182	12.00
122116	99-7011	LOWE'S HOME CENTERS, INC.	MISC JANITORIAL SUPPLIES	1/2018	12891 1/19/18	110.00
122120	99-7011	LOWE'S HOME CENTERS, INC.	AIR FILTERS	1/2018	12891A 1/19/18	68.28
122126	99-7011	LOWE'S HOME CENTERS, INC.	MISC OPERATIONAL SUPPLIES	1/2018	12891B 1/19/18	116.69
122169	99-7044	SAPULPA DRIVE IN PHARMACY	ITEST STRIPS	1/2018	105992 1/19/18	125.00
120540	99-7063	OKLAHOMA CORRECTIONAL INDUS	BENCHES/CHAIRS FOR LOBBY	2/2018	83632	90.09
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	1/2018	0227670612	37.49
122150	99-7279	TAYLOR, DAVID	MEAL REIMBURSEMENT	1/2018	1/25-26/18 122150	58.00
122152	99-7284	PENNINGTON, BRETT	MEAL REIMBURSEMENT	1/2018	1/25-26/18 122152	58.00
118424	99-7310	BOND LOGISTIX LLC DBA BLX	GARBITRAGE REBATE SERVICES	1/2018	42182-3671/012318	3,000.00
122131	99-7526	INTERNATIONAL ASSOCIATION	OMEMBERSHIP DUES-HAEFNER	1/2018	1001292356	150.00
122102	99-7558	WALKER COMPANIES INC	NOTARY RENEWAL	1/2018	50567	85.00
121941	99-7702	DOCUMENT IMAGING SOLUTIONS,	QRTLY LEASE/OVERAGES	1/2018	146946	2,085.97
120549	99-7715	OKLAHOMA PROFESSIONAL ECONO	ADVERTISEMENT-ECON DEV	1/2018	78635	50.00
122141	99-7926	SIMPLEX GRINNELL LP	REPAIR SPRINKLER RISER	1/2018	84462810	266.00
121882	99-8074	SPECIAL OPS UNIFORMS, INC	UNIFORMS FOR NEW OFFICERS	1/2018	781120	2,729.29
120342	99-8203	GRIMSLEY'S INC.	DEGREASERS	1/2018	297911	78.20
121895	99-8216	HILAND DAIRY FOODS CO.LLC	MILK FOR PRISONERS	1/2018	9064880 1/10/18	120.00
122330	99-8216	HILAND DAIRY FOODS CO.LLC	MILK FOR PRISONERS	1/2018	9065095	40.00
122200	99-8539	CROW BURLLNGAME COMPANY	ALTERNATOR	1/2018	106-2925	288.40
122215	99-8539	CROW BURLLNGAME COMPANY	OIL/FILTERS/HEADLIGHT	1/2018	106-3333	123.20
122220	99-8539	CROW BURLLNGAME COMPANY	FUEL PUMP	2/2018	106-3446	140.76
120327	99-8817	DE LAGE LANDEN PUBLIC FINAN	COPIER/PRINTER LEASE	1/2018	57900412	150.00
120928	99-8936	CONRAD FIRE EQUIPMENT, INC.	MISC PARTS FOR VEHICLES	1/2018	524331	79.61
121980	99-8936	CONRAD FIRE EQUIPMENT, INC.	MISC PARTS-VEHICLE MAINT	1/2018	523865	545.71
122170	99-8936	CONRAD FIRE EQUIPMENT, INC.	MISC PARTS-VEHICLE MAINT	1/2018	524256	129.70
122130	99-8996	NLS ANIMAL HEALTH dba HENRY	OPERATIONAL SUPPLIES	1/2018	MW69949	190.70
122151	99-9072	VICKREY JAMES	MEAL REIMBURSEMENT	1/2018	1/25-16/18 122151	58.00
121940	99-9202	AT&T	JAN 2018 PHONE CHARGES	1/2018	918A164006 1/5/18	4,167.76
122112	99-9371	SALTUS TECHNOLOGIES, LLC	3 BATTERY PACKS	1/2018	1801-58	267.78
122211	99-9569	O2 FOR U, INC	REFILL OXYGEN BOTTLE	1/2018	28889	35.00
121165	99-9836	WRIGHT EXPRESS FINANCIAL SV	FUEL/OIL JAN 2018	1/2018	52815727	9,892.93
120019	99-9859	VERIZON WIRELESS SERVICES	LMOBILE BROADBAND PLAN	1/2018	9799588890	40.01
122153	99-9876	WOOD, JOSH MARK	MEAL REIMBURSEMENT	1/2018	1/25-26/18 122153	58.00
122107	99-9882	FBI NATIONAL ACADEMY ASSOC	MEMBERSHIP DUES	1/2018	41875 HAEFNER 2018	105.00
122113	99-9882	FBI NATIONAL ACADEMY ASSOC	ANNUAL DUES-REED	1/2018	35254 REED 2018	105.00
122136	99-9882	FBI NATIONAL ACADEMY ASSOC	MEMBERSHIP DUES-NOE	1/2018	51720 J NOE 2018	105.00
FUND TOTAL:						53,191.44

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

120991	99-10074	CONTROL SYSTEM SOLUTIONS	LLREPLACE PUMP CONTROL	1/2018	18001	9,262.00
120981	99-10154	HAWKINS, INC	DE-WATER POLYMER	1/2018	4211956 RI	2,886.64



FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
119571	99-10159	LAWRENCE COUNTY NEWSPAPERS,	YEARLY SUBSCRIPTION	1/2018	35 2/5/18 119571	60.00
122006	99-10226	ENGINEERED EQUIPMENT INC	SEAL KIT AND SLEEVE	1/2018	486342	313.00
120290	99-10302	LAMPTON WELDING SUPPLY CO,	PROPANE	1/2018	04606114	34.63
121386	99-10547	BEASLEY TECHNOLOGY INC	MONTHLY COMPUTER MAINT	1/2018	3007911	2,250.00
121041	99-10558	TECHNICAL PROGRAMMING SERV	BILLING SERVICES	1/2018	100602	3,344.02
122012	99-1443	BRENNTAG SOUTHWEST, INC.	ACH	1/2018	BSW924524	17,295.51
122013	99-1443	BRENNTAG SOUTHWEST, INC.	BRENPHOS	1/2018	BSW924525	1,598.82
122014	99-1443	BRENNTAG SOUTHWEST, INC.	SODIUM PERMANGANATE	1/2018	BSW924523	4,172.60
122016	99-1443	BRENNTAG SOUTHWEST, INC.	NOMIONIC POLYMER	1/2018	BSW927409	3,534.00
122021	99-1443	BRENNTAG SOUTHWEST, INC.	FLOURIDE	1/2018	BSW927408	2,505.00
120233	99-1575	FIZZ-O WATER CO., INC.	WATER FOR LAB TESTING	1/2018	1153087	69.65
121945	99-28	OG&E	JAN 2018 ELEC CHARGES	1/2018	1/23/18 121945	28,204.73
120239	99-3437	ADVANCE ELECTRICAL SERVICES	ON CALL ELECTRICIAN	1/2018	16745	273.86
119369	99-3593	CITY OF TULSA	METER CONNECT FEE-POLSON	1/2018	107001042 1/8/18	817.09
120705	99-3822	TYLER TECHNOLOGIES, INC	ONLINE CREDIT CARD FEES	1/2018	025-212937	301.00
117967R	99-3881	FHC, INC. DBA TETRA TECH	PHINSP DEWEY SEWER CONNECTI	1/2018	51269716	4,100.00
101173	99-4112	ACCURATE ENVIRONMENTAL INC.	Q3 INFL/EFF TABLE	1/2018	7I13056	980.00
122008	99-4112	ACCURATE ENVIRONMENTAL INC.	JAN LTZ	1/2018	8A10074	400.00
122009	99-4112	ACCURATE ENVIRONMENTAL INC.	JAN OPEDS	1/2018	8A10073	320.00
122010	99-4112	ACCURATE ENVIRONMENTAL INC.	JAN TOC	1/2018	8A10078	63.00
121739	99-4819	ODEQ	CLASS D OPERATER LICENSE	1/2018	OE 4535678	62.00
119596	99-4936	WASTE MANAGEMENT OF TEXAS,	YEARLY TRASH COLLECTION	1/2018	2189428 / 2189965	100,825.66
121730	99-5295	CLIFFORD POWER SYSTEMS	TROUBLESHOOT GENERATOR	1/2018	SVC-0066598	636.43
121968	99-5388	OFFICE DEPOT 25022426	MISC OFFICE SUPPLIES	1/2018	998694534001	64.55
120289	99-5493	AQUARIUS ENTERPRISES INCORP	DI BOTTLE RENTAL	1/2018	240591	13.00
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	1/2018	8241447698	127.86
121734	99-6646	FASTENAL COMPANY INC	CORDLESS GREASE GUN	1/2018	OKSAP151649	222.79
120540	99-7063	OKLAHOMA CORRECTIONAL INDUS	BENCHES/CHAIRS FOR LOBBY	2/2018	83632	90.09
122208	99-7114	MAC'S HYDRAULIC JACK SERVIC	CYLINDER REPAIR-FREIGHTLI	1/2018	32740	539.04
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	1/2018	0227670612	138.03
122011	99-7409	TRANE U.S. INC.	REPAIR HEATER/WATER LEAK	1/2018	38757086	1,222.60
121941	99-7702	DOCUMENT IMAGING SOLUTIONS,	QRTLY LEASE/OVERAGES	1/2018	146946	2,085.97
120711	99-7821	CREEK COUNTY RURAL WATER	#2WATER	1/2018	4094 11/28-12/27/1	85.50
122007	99-7887	EVANS ENTERPRISES, INC.	ELEC MOTOR-WATCHORN STATI	1/2018	10021490	872.00
122015	99-8526	RAVEN MATERIALS, INC.	SLUDGE CLEANING POND #2	1/2018	2899-18	17,000.00
121743	99-8539	CROW BURLNGAME COMPANY	BATTERY FOR GENERATOR	1/2018	106-3491	77.59
122205	99-8539	CROW BURLNGAME COMPANY	OIL/FILTERS	1/2018	106-3108	54.03
121737	99-9173	ALL MAINTENANCE SUPPLY, INC	MISC JANITORIAL SUPPLIES	1/2018	64995-01	309.50
121066	99-9183	OKLAHOMA DEPARTMENT OF LABO	BOILER INSPECTION FEE	2/2018	B724345 79751	25.00
120485	99-9207	S2 ENGINEERING SERVICES,	PLENGINEERING CONTRACT	1/2018	06-550	5,000.00
119368	99-9393	AIRLINK INTERNET SVCS	CAMERA NETWORK FEE	1/2018	61664	599.80
121165	99-9836	WRIGHT EXPRESS FINANCIAL	SVFUEL/OIL JAN 2018	1/2018	52843072	1,100.34
120700	99-9859	VERIZON WIRELESS SERVICES	LPHONE @ SKIATOOK RAW WATE	1/2018	9798638456	16.00
122017	99-99	W W GRAINGER, INC	PUMP	1/2018	9671929561	296.43
FUND TOTAL:						214,249.76

FUND: 29 - STORMWATER MANAGEMENT

SUMMARY REPORT

121308	99-191	FARMERS FEED, INC.	STUMP/WEED KILLER	1/2018	1/24/17 121308	290.50
121945	99-28	OG&E	JAN 2018 ELEC CHARGES	1/2018	1/23/18 121945	62.74

## FUND: 29 - STORMWATER MANAGEMENT

## SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
121306	99-4839	GELCO UNIFORMS & SHOES,	INSAFETY BOOTS	1/2018	229612	287.98
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	1/2018	0227670612	27.04
103399U	99-8493	MESHEK & ASSOCIATES, P.L.C.	8TH ST DRAINAGE IMPROVEME	1/2018	4983	380.00
121307	99-9708	C & D MECHANICAL LLC	REPAIR HEATERS	1/2018	1616	496.00
120782A	99-9738	JACQUELYN BROOKE KONONCHUK	SERVICE AGREEMENT	1/2018	JAN-18	4,614.00
121165	99-9836	WRIGHT EXPRESS FINANCIAL	SVFUEL/OIL JAN 2018	1/2018	52843072	24.02
FUND TOTAL:						6,182.28

## FUND: 30 - STREET &amp; ALLEY

## SUMMARY REPORT

119694	99-10451	NCH CORPORATION	CASE OF GREASE F/EQUIPMEN	1/2018	2987144	335.95
120454	99-1268	A-1 RENTAL & SUPPLY INC	CHAINS FOR CHAINSAWS	1/2018	360526-1	47.98
121945	99-28	OG&E	JAN 2018 ELEC CHARGES	1/2018	1/23/18 121945	326.72
120458	99-2959	DAVIDSON AND DAVIDSON	ENTERMISC HOSE REPAIRS	1/2018	0123258-IN	154.56
120460	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR TRUCKS	1/2018	153-482812	86.15
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	1/2018	0227670612	27.04
122202	99-7868	WESTLAKE HARDWARE INC	WIRE PLUG IN/CONNECTORS	1/2018	8135913	26.98
122201	99-8539	CROW BURLNGAME COMPANY	BATTERY FOR SANDER	1/2018	106-2937	108.00
122203	99-8539	CROW BURLNGAME COMPANY	OIL/FILTERS FOR BACKHOE	1/2018	106-3064	151.30
122207	99-8539	CROW BURLNGAME COMPANY	CHOKO SOLENOID	1/2018	106-3169	37.50
122209	99-8539	CROW BURLNGAME COMPANY	HYDRAULIC HOSE-INTERNATIO	1/2018	106-3194	33.28
122212	99-8539	CROW BURLNGAME COMPANY	SILICONE/ANTIFREEZE	1/2018	106-3310	42.08
122216	99-8539	CROW BURLNGAME COMPANY	MISC PARTS FOR FREIGHTLIN	1/2018	106-3352	112.33
119693	99-9572	YELLOWHOUSE MACHINERY CO	OFANNUAL SERVICE	1/2018	305957	6,365.73
122210	99-9572	YELLOWHOUSE MACHINERY CO	OFWATER PUMP/MUFFLER	1/2018	304954	941.08
121165	99-9836	WRIGHT EXPRESS FINANCIAL	SVFUEL/OIL JAN 2018	1/2018	52843072	2,068.79
FUND TOTAL:						10,865.47

## FUND: 31 - CEMETERY MAINTENANCE

## SUMMARY REPORT

121545	99-10252	CECIL COX ENTERPRISES	TIRE FOR FREIGHTLINER	1/2018	3022164	386.45
121945	99-28	OG&E	JAN 2018 ELEC CHARGES	1/2018	1/23/18 121945	272.65
120624	99-3707	O'REILLY AUTOMOTIVE INC	EQUIPMENT REPAIR	1/2018	153-484648	12.58
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	1/2018	8241447695	21.24
121546	99-8539	CROW BURLNGAME COMPANY	OIL CAPS FOR TRAILER	1/2018	106-3293	67.96
121165	99-9836	WRIGHT EXPRESS FINANCIAL	SVFUEL/OIL JAN 2018	1/2018	52843072	311.83
FUND TOTAL:						1,072.71

## FUND: 32 - HUNTING &amp; FISHING

## SUMMARY REPORT

122185	99-10160	MERRIFIELD OFFICE SOLUTIONS	MISC OFFICE SUPPLIES	1/2018	0137758-001	40.65
120710	99-10516	HINSCH MARY	COMMISSION SALES	1/2018	121883	228.50
121945	99-28	OG&E	JAN 2018 ELEC CHARGES	1/2018	1/23/18 121945	1,443.55
120567	99-5482	CRYSTAL LAKE FISHERIES, INC	STOCK RAINBOW TROUT	1/2018	16953	1,125.00
122184	99-8007	ADVANCED INDUSTRIAL SOLUTIO	JANITORIAL SUPPLIES	1/2018	234266	114.08
120768	99-8762	AT&T	INTERNET SERVICE	1/2018	157257122 12/8-1/7	69.65
FUND TOTAL:						3,021.43

FUND: 33 - GOLF COURSE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
121510	99-10133	HARRELL'S LLC	FUNGICIDES-2018 SEASON	1/2018	INV01076834	5,791.00
121856	99-10133	HARRELL'S LLC	PRE-EMERGENT FOR GREENS	1/2018	INV01097070	578.75
121864	99-10242	C & M AIR COOLED ENGINE, INBLADES AND BELTS		1/2018	726969	561.32
121863	99-10620	RELIANT PLUMBING LLC	REPLACE TOILET	1/2018	307 1/29/18	395.70
121768	99-175	STANDARD DISTRIBUTING INC	RESTOCK GRILL	1/2018	316459	151.62
121860	99-2199	PROFESSIONAL TURF PRODUCTS,MP1200 SERVICE FOR SPRAYE		1/2018	6183809-00	544.38
121945	99-28	OG&E	JAN 2018 ELEC CHARGES	1/2018	1/23/18 121945	700.11
121861	99-286	EWING IRRIGATION PRODUCTS	IIRRIGATION PORTS	1/2018	4674685	308.26
121765	99-39	WAL-MART	MISC ITEMS FOR CONCESSION	1/2018	014024 12/14/17	129.34
121017	99-3999	OKLAHOMA GOLF ASSOCIATION, DUES		1/2018	6003017	580.00
121761	99-4686	ANHEUSER BUSCH SALES-OKLAHORESTOCK GRILL SUPPLIES		1/2018	580143	180.20
121858	99-5278	R & R PRODUCTS, INC.	OWL/COYOTE DECOYS	1/2018	CD2189985	487.08
121968	99-5388	OFFICE DEPOT 25022426	MISC OFFICE SUPPLIES	1/2018	998694536001	33.53
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	1/2018	8241447700	23.03
121854	99-68	A & M ELECTRIC, INC	DIFFUSE AIR SYSTEM	1/2018	5468	275.00
121859	99-7011	LOWE'S HOME CENTERS, INC.	LIGHT FIXTURES FOR SHOP	1/2018	09890 1/17/18	151.96
120517	99-8108	AT&T ADVERTISING & PUBLISHIMONTHLY PAYMENTS		1/2018	1300020635 1/13/18	33.00
121772	99-8442	SYSCO FOODS SERVICES OF OKLFOOD FOR GRILL		1/2018	126280053	945.86
FUND TOTAL:						11,870.14

FUND: 34 - LIBRARY

SUMMARY REPORT

120104	99-10095	RICOH USA, INC	WARRANTY SPEC PRINTER	1/2018	5051737982	119.47
121341	99-10601	FARRIS PAUL	SET 100 YR STONE-LIBRARY	1/2018	710782	1,000.00
121723	99-10608	JEFFREY A BAXTER dba BAXTERSEAL TIME CAPSULE HOLE		1/2018	12/27/17 121723	1,000.00
121715	99-10619	STEWART CAMPBELL dba STU CAWESTERN BOOKS		1/2018	470579	386.73
121705	99-1589	DEMCO, INC.	MISC SPECIALIZED PRODUCTS	1/2018	6254204	1,582.25
121945	99-28	OG&E	JAN 2018 ELEC CHARGES	1/2018	1/23/18 121945	1,250.52
120120	99-79	OKLAHOMA HISTORICAL SOCIETYSPECIALIZED BOOKS		1/2018	7409	125.00
121721	99-8400	DENNIS WAYNE JACKSON	REPLACE LIGHTS	1/2018	1152	500.00
121718	99-9887	THE SHOPPER INC	SECURITY CASES AND CLIPS	1/2018	IN758476	355.82
121724	99-9890	EMPIRE PAPER CO	MISC JANITORIAL SUPPLIES	1/2018	0383991	120.41
FUND TOTAL:						6,440.20

FUND: 35 - PARKS &amp; RECREATION

SUMMARY REPORT

122214	99-10252	CECIL COX ENTERPRISES	TIRES FOR TRUCK	1/2018	3022584	511.72
122219	99-10252	CECIL COX ENTERPRISES	FOUR TIRES	1/2018	3022855	606.00
122048	99-1899	TULSA NEW HOLLAND, INC.	THROTTLE CABLE ASSEMBLY	1/2018	478007	187.44
121945	99-28	OG&E	JAN 2018 ELEC CHARGES	1/2018	1/23/18 121945	3,868.24
122178	99-39	WAL-MART	CONCESSION SUPPLIES	1/2018	011235 1/11/18	210.26
121104	99-4700	COX COMMUNICATIONS	CABLE-SENIOR & REC CENTER	1/2018	065575601 1/21/18	13.18
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	1/2018	8241447699	17.28
122176	99-7011	LOWE'S HOME CENTERS, INC.	MISC PARTS -MINOR REPAIRS	1/2018	03792 1/11/18	104.34
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	1/2018	0227670612	27.04
120552	99-9595	CAMPBELL WENDY	DATA ENTRY-TRACKING PROGR	1/2018	12/30-1/13/18	345.00
121165	99-9836	WRIGHT EXPRESS FINANCIAL	SVFUEL/OIL JAN 2018	1/2018	52843072	257.86
FUND TOTAL:						6,148.36

FUND: 36 - SWIMMING POOL

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
121945	99-28	OG&E	JAN 2018 ELEC CHARGES	1/2018	1/23/18 121945	163.52
					FUND TOTAL:	163.52
FUND: 37 - RESID CONST PARK/REC FUND						SUMMARY REPORT
122177	99-7494	LAMPROE CONSTRUCTION, INC	PIPE FENCE-EAST SIDE	2/2018	9364	1,850.00
					FUND TOTAL:	1,850.00
FUND: 40 - FIRE CASH						SUMMARY REPORT
122173	99-4679	NATIONAL FIRE PROTECTION	ASNATIONAL CODE ONLINE ACCE	1/2018	7175349Y	1,345.50
					FUND TOTAL:	1,345.50
FUND: 41 - POLICE CASH						SUMMARY REPORT
121893	99-10604	PROTECTING K9 HEROES NFP	LTVEST FOR VALOR	1/2018	VALOR2018	600.00
					FUND TOTAL:	600.00
FUND: 44 - MAJOR THOROFARE						SUMMARY REPORT
120445	99-2507	SIGNALTEK, INC	ANN MAINTENANCE AGREEMENT	1/2018	13768	650.00
120452	99-2507	SIGNALTEK, INC	TRAFFIC LIGHT REPAIRS	1/2018	13767	743.75
121945	99-28	OG&E	JAN 2018 ELEC CHARGES	1/2018	1/23/18 121945	1,590.90
122252	99-7868	WESTLAKE HARDWARE INC	CEMENT BLOCKS	1/2018	8136021	49.75
					FUND TOTAL:	3,034.40
FUND: 45 - CAPITAL IMPROVEMENTS						SUMMARY REPORT
121403	99-3881	FHC, INC. DBA TETRA TECH	FHENG SRVCS-WATERLINE CONST	1/2018	51269717	4,500.00
					FUND TOTAL:	4,500.00
FUND: 46 - WATER & SEWER SALES TAX						SUMMARY REPORT
119768	99-10094	JUAN LOZANO	OIL CHANGES	1/2018	32196	45.99
121788	99-10383	TRIO VISION, LLC	REPAIR 6" CAMERA	1/2018	V027234	979.83
121789	99-10383	TRIO VISION, LLC	REPAIR 6" CAMERA	1/2018	V027235	1,298.08
121698	99-10545	CLASSIC TULSA C LLC	KEYS TO CHEVY TRUCK	1/2018	62264	13.56
122250	99-10560	CORE & MAIN LP	CLAMPS/MATERIALS	1/2018	I346816	71.05
122253	99-10560	CORE & MAIN LP	STOCK SUPPLIES	1/2018	I357485	242.70
122254	99-10560	CORE & MAIN LP	VARIOUS STOCK ITEMS	1/2018	I358351	1,177.08
122255	99-10560	CORE & MAIN LP	MISC STOCK ITEMS	1/2018	I361991	237.32
121945	99-28	OG&E	JAN 2018 ELEC CHARGES	1/2018	1/23/18 121945	467.21
122042	99-3707	O'REILLY AUTOMOTIVE INC	BLOCK HEATER-BACKHOE	1/2018	153-481172	132.48
122045	99-3707	O'REILLY AUTOMOTIVE INC	ANTIFREEZE/HEADLIGHT	1/2018	153-481337	23.95
122046	99-3707	O'REILLY AUTOMOTIVE INC	BATTERY FOR DODGE RAM	1/2018	153-481492	141.62
121556	99-3881	FHC, INC. DBA TETRA TECH	FHSEWER ATLAS UPDATE	1/2018	51269004	3,000.00
121699	99-4839	GELCO UNIFORMS & SHOES,	INBIB OVERALLS	1/2018	229414	431.96
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	1/2018	8241447701	15.96
121782	99-7080	TULSA GRASS & SOD FARMS,	INSOD FOR YARD REPAIRS	1/2018	0105583-IN	110.00
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	1/2018	0227670612	102.09

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

## SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
121791	99-8568	RICHMOND, TONY	CDL RENEWAL REIMBURSEMENT	1/2018	1/29/18 121791	56.50
122256	99-9501	C & C CONSTRUCTION LLC	CONCRETE REPAIR	1/2018	27	1,900.00
122204	99-9572	YELLOWHOUSE MACHINERY CO	OFJD BACK CAB GLASS REPLACE	1/2018	302755	283.36
121165	99-9836	WRIGHT EXPRESS FINANCIAL	SVFUEL/OIL JAN 2018	1/2018	52843072	1,506.40
FUND TOTAL:						12,237.14

## FUND: 48 - WATER RESOURCE

## SUMMARY REPORT

121692	99-10560	CORE & MAIN LP	MISC STOCK ITEMS	1/2018	I273034	3,851.74
122250	99-10560	CORE & MAIN LP	CLAMPS/MATERIALS	1/2018	I346816	848.88
122255	99-10560	CORE & MAIN LP	MISC STOCK ITEMS	1/2018	I361991	185.27
121039	99-5284	OKLAHOMA CONTRACTORS	SUPPLYMETERS/ENDPOINTS	1/2018	0346211-IN	6,165.00
FUND TOTAL:						11,050.89

## FUND: 57 - E-911 FUND

## SUMMARY REPORT

121297	99-133	INCOG	E-911 CHARGES	1/2018	E-001237	4,895.88
120376	99-4319	AT&T	E-911 MAPPING FEES	1/2018	91815400646 1/1/18	236.90
FUND TOTAL:						5,132.78

## FUND: 58 - JUVENILE JUSTICE FUND

## SUMMARY REPORT

120492	99-7564	HUMAN SKILLS & RESOURCES	I PROBATION SRVCS-COURT	1/2018	12/1-31/17 120492	1,250.00
120493	99-7564	HUMAN SKILLS & RESOURCES	IDRUG ASSESSMENT-COURT	1/2018	DEC 2017 120493	130.00
FUND TOTAL:						1,380.00

## FUND: 60 - GRANTS AND AID

## SUMMARY REPORT

121967	99-5343	WHEELER METALS INC	MATERIAL FOR BRIDGE REPAI	1/2018	277438	1,379.00
FUND TOTAL:						1,379.00

## FUND: 65 - STREET IMP.SALES TAX

## SUMMARY REPORT

120708	99-5431	FIRST UNITED BANK AND TRUST	ASPHALT/DIST FOR PAVER	1/2018	1747	6,735.70
121965	99-9572	YELLOWHOUSE MACHINERY CO	OFTRACKHOE RENTAL-BRIDGE	1/2018	300018	6,395.00
121168	99-96	UNITED RENTALS NORTH AMERIC	6" VAC PUMP RENTAL	1/2018	153836798-001	2,384.98
FUND TOTAL:						15,515.68

## FUND: 81 - G.O. BOND SINKING FUND

## SUMMARY REPORT

121388A	99-10380	SAPULPA INDUSTRIAL FOUNDATI	I JUDGEMENT CV2016-04	2/2018	P-CV2016-04 2/1/18	47,424.63
FUND TOTAL:						47,424.63

## FUND: 83 - G.O.BOND CONSTR FUND

## SUMMARY REPORT

122376	99-3270	LOEFFLER, ALLEN & HAM	TITLE OPINION	1/2018	MCCARTHY 12/18/17	250.00
122375	99-6547	DUNCAN & SONS LLC	ROW ACQUISITION	1/2018	1/24/18 122375	11,700.75
FUND TOTAL:						11,950.75
GRAND TOTAL:						430,606.08

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
1/2018	10	502-201	OFFICE SUPPLIES	59.99	
1/2018	10	502-311	PROFESSIONAL SERVICES	486.00	
1/2018	10	503-201	OFFICE SUPPLIES	75.44	
1/2018	10	504-407	BOOKS	12.00	
1/2018	10	506-301	TRAINING AND TRAVEL	35.00	
1/2018	10	506-312	ADVERTISING	50.00	
1/2018	10	508-211	JANITORIAL SUPPLIES	88.07	
1/2018	10	508-214	OPERATIONAL SUPPLIES	35.00	
1/2018	10	508-221	FUEL AND OIL	53.00	
1/2018	10	508-260	MINOR EQUIPMENT & FURNISHINGS	599.99	
1/2018	10	508-331	UTILITIES	208.86	
1/2018	10	509-311	PROFESSIONAL SERVICES	7,165.00	
1/2018	10	509-313	PRINTING	498.07	
1/2018	10	510-351	MAINTENANCE-EQUIPMENT	125.00	
1/2018	10	511-201	OFFICE SUPPLIES	134.88	
1/2018	10	511-211	JANITORIAL SUPPLIES	227.03	
1/2018	10	511-214	OPERATIONAL SUPPLIES	30.97	
1/2018	10	511-214E	EMS SUPPLIES	125.00	
1/2018	10	511-221	FUEL AND OIL	3,536.25	
1/2018	10	511-260	MINOR EQUIPMENT & FURNISHINGS	299.00	
1/2018	10	511-301	TRAINING AND TRAVEL	232.00	
1/2018	10	511-311	PROFESSIONAL SERVICES	2,600.00	
1/2018	10	511-313	PRINTING	56.00	
1/2018	10	511-331	UTILITIES	2,183.93	
1/2018	10	511-351	MAINTENANCE-EQUIPMENT	486.50	
1/2018	10	511-352	MAINTENANCE-VEHICLES	970.19	
1/2018	10	511-353	MAINT-BUILDINGS & FIXTURE	11.01	
1/2018	10	511-505	LEASE PAYMENTS	150.00	
1/2018	10	512-201	OFFICE SUPPLIES	658.46	
1/2018	10	512-211	JANITORIAL SUPPLIES	569.53	
1/2018	10	512-214	OPERATIONAL SUPPLIES	639.64	
1/2018	10	512-221	FUEL AND OIL	5,992.68	
1/2018	10	512-302	DUES AND SUBSCRIPTIONS	465.00	
1/2018	10	512-311	PROFESSIONAL SERVICES	950.00	
1/2018	10	512-314	UNIFORM CLEANING	2,729.29	
1/2018	10	512-321	PRISONER CARE	428.23	
1/2018	10	512-331	UTILITIES	2,038.99	
1/2018	10	512-332	COMMUNICATIONS	40.01	
1/2018	10	512-351	MAINTENANCE-EQUIPMENT	1,858.00	
1/2018	10	512-352	MAINTENANCE-VEHICLES	1,887.31	
1/2018	10	512-353	MAINTENANCE-BUILDINGS	266.00	
1/2018	10	513-201	OFFICE SUPPLIES	20.60	
1/2018	10	513-211	JANITORIAL SUPPLIES	251.14	
1/2018	10	513-214	OPERATIONAL SUPPLIES	667.42	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
1/2018	10	513-221	FUEL & OIL	168.52	
1/2018	10	513-260	MINOR EQUIPMENT & FURNISHINGS	195.11	
1/2018	10	513-331	UTILITIES	274.79	
1/2018	10	513-332	COMMUNICATIONS	37.49	
1/2018	10	513-351	MAINT - EQUIPMENT	123.61	
1/2018	10	513-352	MAINT - VEHICLES	38.20	
1/2018	10	513-353	MAINT - BUILDINGS	94.25	
1/2018	10	514-331	UTILITIES	338.26	
1/2018	10	515-221	FUEL AND OIL	43.69	
1/2018	10	515-312	ADVERTISING (BIDS)	46.40	
1/2018	10	517-201	OFFICE SUPPLIES	63.48	
1/2018	10	517-221	FUEL AND OIL	98.79	
1/2018	10	517-301	TRAINING & TRAVEL	38.55	
1/2018	10	590-141	CONTRACT LABOR	2,781.00	
1/2018	10	590-312	ADVERTISING	78.45	
1/2018	10	590-315	FEES & OTHER CHARGES	30.00	
1/2018	10	590-331	UTILITIES	723.40	
1/2018	10	590-332	COMMUNICATIONS	4,351.65	
1/2018	10	590-351	MAINTENANCE-EQUIPMENT	2,085.97	
1/2018	10	591-390	CONTINGENCY FOR EXP NOT BUDGET	1,352.50	52,960.59
1/2018	20	522-201	OFFICE SUPPLIES	2.40	
1/2018	20	522-302	DUES AND SUBSCRIPTIONS	60.00	
1/2018	20	523-221	FUEL AND OIL	404.14	
1/2018	20	523-311	PROFESSIONAL SERVICES	3,344.02	
1/2018	20	523-314	UNIFORM CLEANING	33.03	
1/2018	20	523-332	COMMUNICATIONS	138.03	
1/2018	20	523-351	MAINTENANCE-EQUIPMENT	301.00	
1/2018	20	523-352	MAINTENANCE-VEHICLES	28.31	
1/2018	20	524-212	CHEMICALS	29,105.93	
1/2018	20	524-221	FUEL & OIL	130.03	
1/2018	20	524-311	PROFESSIONAL SERVICES	783.00	
1/2018	20	524-314	UNIFORM CLEANING	44.73	
1/2018	20	524-315B	FEES & OTHR CHGS-SKIATOOK	16.00	
1/2018	20	524-322	WATER PURCHASE	817.09	
1/2018	20	524-331	UTILITIES	9,126.47	
1/2018	20	524-332	COMMUNICATIONS	599.80	
1/2018	20	524-341	RENTAL OF EQUIPMENT	13.00	
1/2018	20	524-345	DISPOSAL OF SLUDGE	17,000.00	
1/2018	20	524-354	MAINTENANCE-FACILITIES	2,704.03	
1/2018	20	525-201	OFFICE SUPPLIES	62.15	
1/2018	20	525-211	JANITORIAL SUPPLIES	309.50	
1/2018	20	525-212	CHEMICALS	2,886.64	
1/2018	20	525-214-.01	OPERATING SUPPLIES-LAB	69.65	
1/2018	20	525-221	FUEL & OIL	600.80	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
1/2018	20	525-231	MINOR TOOLS	222.79	
1/2018	20	525-301	TRAINING AND TRAVEL	62.00	
1/2018	20	525-314	UNIFORM CLEANING	50.10	
1/2018	20	525-331	UTILITIES	18,440.36	
1/2018	20	525-351	MAINTENANCE-EQUIPMENT	1,253.06	
1/2018	20	525-352	MAINT-VEHICLES	25.72	
1/2018	20	525-354	MAINTENANCE-FACILITIES	9,535.86	
1/2018	20	527-141	CONTRACT LABOR	100,825.66	
1/2018	20	528-141	CONTRACT LABOR	5,000.00	
1/2018	20	528-311D	PROFESSIONAL SERV - TESTING	980.00	
1/2018	20	590-141	CONTRACT LABOR	2,250.00	
1/2018	20	590-331	UTILITIES	723.40	
1/2018	20	590-351	EQUIPMENT MAINTENANCE	2,085.97	
1/2018	20	591-390	CONTINGENCY NOT BUDGETED	4,100.00	214,134.67
1/2018	29	529-141	CONTRACT LABOR	4,614.00	
1/2018	29	529-214	OPERATING SUPPLIES	290.50	
1/2018	29	529-221	FUEL & OIL	24.02	
1/2018	29	529-241	SAFETY SUPPLIES	287.98	
1/2018	29	529-331	UTILITIES	62.74	
1/2018	29	529-332	COMMUNICATIONS	27.04	
1/2018	29	529-351	MAINTENANCE-EQUIPMENT	496.00	
1/2018	29	529-390	CONTINGENCY FOR ITEMS NOT BUD	380.00	6,182.28
1/2018	30	530-221	FUEL & OIL	2,068.79	
1/2018	30	530-331	UTILITIES	326.72	
1/2018	30	530-332	COMMUNICATIONS	27.04	
1/2018	30	530-351	MAINTENANCE-EQUIPMENT	8,442.92	10,865.47
1/2018	31	531-221	FUEL & OIL	311.83	
1/2018	31	531-314	UNIFORM CLEANING	21.24	
1/2018	31	531-331	UTILITIES	272.65	
1/2018	31	531-351	MAINTENANCE-EQUIPMENT	466.99	1,072.71
1/2018	32	532-142	PERMIT SALES COMMISSION	228.50	
1/2018	32	532-201	OFFICE SUPPLIES	40.65	
1/2018	32	532-211	JANITORIAL SUPPLIES	114.08	
1/2018	32	532-331	UTILITIES	1,443.55	
1/2018	32	532-332	COMMUNICATIONS	69.65	
1/2018	32	532-405A	FISH STOCKINGS	1,125.00	3,021.43
1/2018	33	533-201	OFFICE SUPPLIES	33.53	
1/2018	33	533-212	CHEMICALS	6,369.75	
1/2018	33	533-213	CONCESSION SUPPLY	1,407.02	
1/2018	33	533-302	DUES AND SUBSCRIPTIONS	580.00	



## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
1/2018	33	533-312	ADVERTISING	33.00	
1/2018	33	533-314	UNIFORM CLEANING	23.03	
1/2018	33	533-331	UTILITIES	700.11	
1/2018	33	533-351	MAINTENANCE-EQUIPMENT	1,200.36	
1/2018	33	533-354	MAINTENANCE-FACILITIES	1,523.34	11,870.14
1/2018	34	534-201	OFFICE SUPPLIES	1,938.07	
1/2018	34	534-211	JANITORIAL SUPPLIES	120.41	
1/2018	34	534-302	DUES AND SUBSCRIPTIONS	119.47	
1/2018	34	534-331	UTILITIES	1,250.52	
1/2018	34	534-353	MAINT/BUILDINGS	2,500.00	
1/2018	34	534-407	BOOKS	511.73	6,440.20
1/2018	35	535-141	CONTRACT LABOR	345.00	
1/2018	35	535-213	CONCESSION SUPPLIES	210.26	
1/2018	35	535-221	FUEL AND OIL	257.86	
1/2018	35	535-314	UNIFORM CLEANING	17.28	
1/2018	35	535-331	UTILITIES	3,868.24	
1/2018	35	535-332	COMMUNICATIONS	40.22	
1/2018	35	535-351	MAINTENANCE-EQUIPMENT	187.44	
1/2018	35	535-352	MAINT-VEHICLES	1,117.72	
1/2018	35	535-354	MAINTENANCE-FACILITIES	104.34	6,148.36
1/2018	36	536-331	UTILITIES	163.52	163.52
1/2018	40	540-407	BOOKS	1,345.50	1,345.50
1/2018	41	541-401	EQUIPMENT	600.00	600.00
1/2018	44	1699	INVENTORY PURCHASED	49.75	
1/2018	44	544-331	UTILITIES	1,590.90	
1/2018	44	544-354	MAINTENANCE-FACILITIES	1,393.75	3,034.40
1/2018	45	546-311B	PROF SVCS-ENG - CA, RPR, & INS	4,500.00	4,500.00
1/2018	46	1699	INVENTORY PURCHASED	387.63	
1/2018	46	546-221	FUEL AND OIL	1,506.40	
1/2018	46	546-241	SAFETY SUPPLIES	431.96	
1/2018	46	546-302	DUES AND SUBSCRIPTIONS	56.50	
1/2018	46	546-311	PROFESSIONAL SERVICES	3,000.00	
1/2018	46	546-314	UNIFORM CLEANING	15.96	
1/2018	46	546-331	UTILITIES	467.21	
1/2018	46	546-332	COMMUNICATIONS	102.09	
1/2018	46	546-351	MAINTENANCE-EQUIPMENT	2,731.26	
1/2018	46	546-352	MAINTENANCE-VEHICLES	187.61	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
1/2018	46	546-354	MAINTENANCE-FACILITIES	3,350.52	12,237.14
1/2018	48	1699	INVENTORY PURCHASED	4,885.89	
1/2018	48	548-405	FACILITIES	6,165.00	11,050.89
1/2018	57	557-315-.01	FEES & OTHER CHARGES-WIRELESS	5,132.78	5,132.78
1/2018	58	558-141	CONTRACT LABOR	1,250.00	
1/2018	58	558-311	PROFESSIONAL SERVICES	130.00	1,380.00
1/2018	60	584-405A	FACILITIES-IN HOUSE	1,379.00	1,379.00
1/2018	65	565-405B	FACILITIES-CONTRACT	8,779.98	
1/2018	65	565-501C	NOTE PAYMENTS	6,735.70	15,515.68
1/2018	83	571-311	PROF SERVICES	250.00	
1/2018	83	571-405C	FACILITIES-RIGHT OF WAY ACQ	11,700.75	11,950.75
2/2018	10	512-352	MAINTENANCE-VEHICLES	140.76	
2/2018	10	590-260	MINOR EQUIPMENT & FURNISHINGS	90.09	230.85
2/2018	20	524-315A	FEES & OTHER CHG-ODEQ/STA	25.00	
2/2018	20	590-260	MINOR EQUIPMENT & FURNISHINGS	90.09	115.09
2/2018	37	537-405	FACILITIES	1,850.00	1,850.00
2/2018	81	581-503	JUDGEMENTS	47,424.63	47,424.63
				GRAND TOTAL ESTIMATE:	0.00
				GRAND TOTAL ACTUAL:	430,606.08
				REPORT TOTAL:	430,606.08



**AGENDA ITEM**

**Consent Agenda 7.C.**

**City Council Regular**

**Meeting Date:** February 5, 2018

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

**Department:** Assistant City Manager

**Presented By:** Rick Rumsey

---

**SUBJECT:**

Discussion and possible action regarding receipt of Oklahoma Department of Environmental Quality Permit No. WL000019170906, for construction of 1422 linear feet of potable waterline from West Highway 66 (Golf Course) north to West Johnson Street.

**BACKGROUND:**

DEQ requires that this permit be accepted by the City Council and noted in the minutes of the meeting.

**RECOMENDATION:**

Staff recommends Council accept receipt of DEQ permit WL000019170906.

---

**Attachments**

DEQ Permit

---



SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

January 02, 2018

Mr. Reg Green, Mayor  
City of Sapulpa  
425 E. Dewey  
Sapulpa, Oklahoma 74067

Re: Permit No. WL000019170906  
Fire Training Facility  
Facility No. 1020404

Dear Mr. Green:

Enclosed is Permit No. WL000019170906 for the construction of 1,560 linear feet of six (6) inch PVC potable waterline, 862 linear feet of eight (8) inch PVC potable waterline, and all appurtenances to serve the Fire Training Facility, Creek County, Oklahoma.

The project authorized by this permit should be constructed in accordance with the plans approved by this Department on January 02, 2018. Any deviations from the approved plans and specifications affecting capacity, flow or operation of units must be approved, in writing, by the Department before changes are made.

Receipt of this permit should be noted in the minutes of the next regular meeting of the City of Sapulpa, after which it should be made a matter of permanent record.

We are returning one (1) set of the approved plans to you, one (1) set to your engineer and retaining one (1) set for our files.

Respectfully,

A handwritten signature in black ink that reads 'Karen Steele'.

Karen Steele, P.E.  
Construction Permit Section  
Water Quality Division

KS/HH/RC/ag

Enclosure

c: Debbie Nichols, Regional Manager, DEQ  
REGIONAL OFFICE AT TULSA  
Joshua D Muskopf, PE, Tetra Tech, Inc





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

PERMIT No. WL000019170906

WATER LINES

FACILITY No. 1020404

PERMIT TO CONSTRUCT

January 02, 2018

Pursuant to O.S. 27A 2-6-304, the City of Sapulpa is hereby granted this Tier I Permit to construct 1,560 linear feet of six (6) inch PVC potable waterline, 862 linear feet of eight (8) inch PVC potable waterline, and all appurtenances to serve the Fire Training Facility, located in SE/4, SE/4, NW/4, of Section 34, T-18-N, R-11-E, Creek County, Oklahoma, in accordance with the plans approved January 02, 2018.

By acceptance of this permit, the permittee agrees to operate and maintain the facility in accordance with the Public Water Supply Operation rules (OAC 252:631) and to comply with the State Certification laws, Title 59, Section 1101-1116 O.S. and the rules and regulations adopted thereunder regarding the requirements for certified operators.

This permit is issued subject to the following provisions and conditions.

- 1) This water line does not provide fire flow.
- 2) That the recipient of the permit is responsible that the project receives supervision and inspection by competent and qualified personnel.
- 3) That construction of all phases of the project will be started within one year of the date of approval or the phases not under construction will be resubmitted for approval as a new project.
- 4) That no significant information necessary for a proper evaluation of the project has been omitted or no invalid information has been presented in applying for the permit.
- 5) That the Oklahoma Department of Environmental Quality shall be kept informed on occurrences which may affect the eventual performance of the works or that will unduly delay the progress of the project.
- 6) That wherever water and sewer lines are constructed with spacing of 10 feet or less, sanitary protection will be provided in accordance with Public Water Supply Construction Standards [OAC 252:626-19-2].
- 7) That before placing this facility into service, at least two samples of the water, taken on different days, shall be tested for bacteria to show that it is safe for drinking purposes.





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

PERMIT No. WL000019170906

WATER LINES

FACILITY No. 1020404

PERMIT TO CONSTRUCT

- 8) That any deviations from approved plans or specifications affecting capacity, flow or operation of units must be approved by the Department before any such deviations are made in the construction of this project.
- 9) That the recipient of the permit is responsible for the continued operation and maintenance of these facilities in accordance with rules and regulations adopted by the Environmental Quality Board, and that this Department will be notified in writing of any sale or transfer of ownership of these facilities.
- 10) The issuance of this permit does not relieve the responsible parties of any obligations or liabilities which the permittee may be under pursuant to prior enforcement action taken by the Department.
- 11) That the permittee is required to inform the developer/builder that a DEQ Storm Water Construction Permit is required for a construction site that will disturb one (1) acre or more in accordance with OPDES, 27A O.S. Section 2-6-201 *et seq.* For information or a copy of the GENERAL PERMIT (OKR10) FOR STORM WATER DISCHARGES FROM CONSTRUCTION ACTIVITIES, Notice of Intent (NOI) form, Notice of Termination (NOT) form, or guidance on preparation of a Pollution Prevention Plan, contact the Storm Water Unit of the Water Quality Division at P.O. Box 1677, Oklahoma City, OK 73101-1677 or by phone at (405) 702-8100.
- 12) That any notations or changes recorded on the official set of plans and specifications in the Oklahoma Department of Environmental Quality files shall be part of the plans as approved.
- 13) That water lines shall be located at least fifteen (15) feet from all parts of septic tanks and absorption fields, or other sewage treatment and disposal systems.
- 14) That whenever plastic pipe is approved and used for potable water, it shall bear the seal of the National Sanitation Foundation and meet the appropriate commercial standards.





SCOTT A. THOMPSON  
Executive Director

OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

MARY FALLIN  
Governor

PERMIT No. WL000019170906

WATER LINES

FACILITY No. 1020404

PERMIT TO CONSTRUCT

- 15) That when it is impossible to obtain proper horizontal and vertical separation as stipulated in Public Water Supply Construction Standards OAC 252:626-19-2(h)(1) and OAC 252:626-19-2(h)(2), respectively, the sewer shall be designed and constructed equal to water pipe, and shall be pressure tested to the highest pressure obtainable under the most severe head conditions of the collection system prior to backfilling.

Failure to appeal the conditions of this permit in writing within 30 days from the date of issue will constitute acceptance of the permit and all conditions and provisions.

A handwritten signature in blue ink, appearing to read 'Rocky Chen', is written over a horizontal line.

Rocky Chen, P.E., Engineering Manager, Construction Permit Section  
Water Quality Division

KS 2/14





**AGENDA ITEM**

**Consent Agenda 7.D.**

**City Council Regular**

**Meeting Date:** February 5, 2018

**Submitted For:** David Widdoes, City Attorney

**Submitted By:** Anna Jo Fife, City Manager Assistant

**Department:** Legal

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

---

**SUBJECT:**

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

**BACKGROUND:**

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

**RECOMENDATION:**

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

---

**Attachments**

McCarthy General Warranty Deed

---



# GENERAL WARRANTY DEED

KNOWN ALL PERSONS BY THESE PRESENTS:

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

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

and

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

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

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

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

Dan R. McCarthy  
Dan R. McCarthy

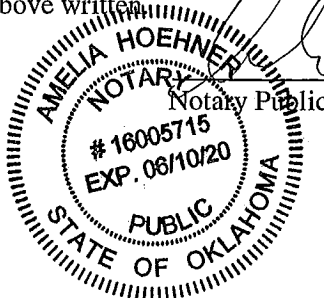
Barbara S. McCarthy  
Barbara S. McCarthy

## ACKNOWLEDGMENT

State of Oklahoma     )  
  ) ss.  
County of Creek        )

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

My commission number: 16005715  
My commission expires: 01/10/2020



Amelia Hoehner  
Notary Public



## AGENDA ITEM

### Community Development 9.A.

#### City Council Regular

**Meeting Date:** February 5, 2018

**Submitted For:** Nikki White, Urban Development Director

**Submitted By:** Nikki White, Urban Development Director

**Department:** Planning & Development

**Presented By:** Nikki White

---

#### **SUBJECT:**

Discussion and possible action regarding a Specific Use Permit to allow new or used car sales.  
Location: 6263 State Highway 66 - Applicant: John Wimpy.

#### **BACKGROUND:**

The subject property is located near the intersection of State Highway 66 and South 57<sup>th</sup> West Avenue. The property is currently zoned CG (Commercial General). The former “Go West” restaurant, now event center and catering is located on the subject tract. The applicant would like the opportunity to sell no more than two cars. The two cars will be stored behind a screening fence. There will also be no visible signage from the street. The Creek County Industrial Authority Attorney, Lance Pool, asked for a continuance to gain more information from the applicant, that request was denied.

#### **RECOMENDATION:**

This application was heard at the Sapulpa Metropolitan Area Planning Commission on January 23, 2017. SMAPC recommended approval to City Council with a 6-1 vote.

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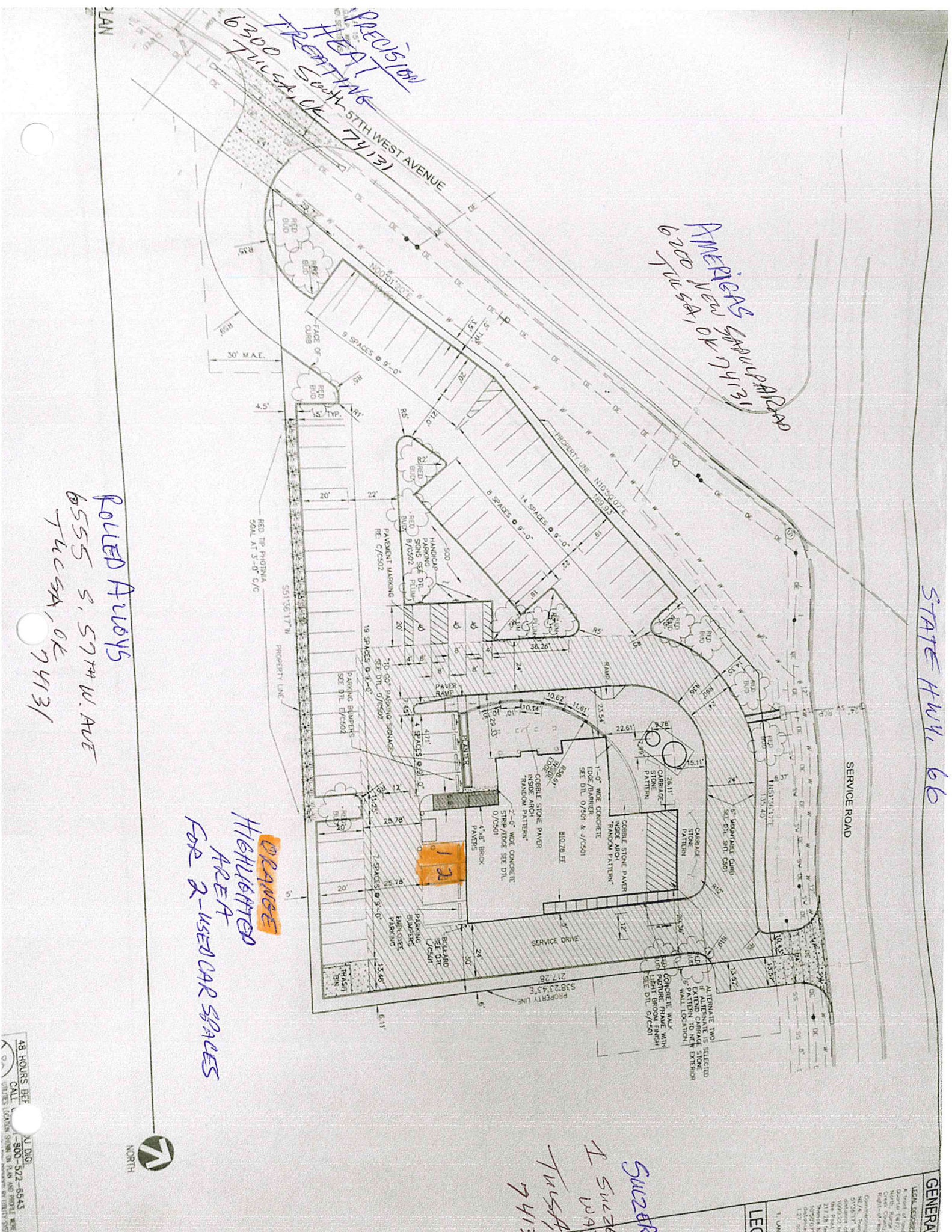
#### **Attachments**

site plan

Case report

Maps

---



PRECISION  
HEAL TREATING  
6300 South 5th West Avenue  
Tulsa, OK 74131

AMERICA'S SWAMP ROAD  
6200 N.W. 5th, OK 74131

STATE HWY. 66

ROLED ALLOYS  
6555 S. 57th W. AVE  
TULSA, OK 74131

**ORANGE**  
HIGHLIGHTED  
AREA  
FOR 2-USED CAR SPACES

SULLER  
I SWAZEL  
WAY  
TULSA  
74131

48 HOURS BEFORE  
CALL  
800-522-6543  
J.D.C.  
NORTH



GENERAL LEGE  
1. UNB...



---

**SAPULPA METROPOLITAN PLANNING COMMISSION (SMAPC)**  
**January 23, 2018**  
**STAFF REPORT**

---

**FILE:** SUP-014 | Specific Use Permit

**OWNERS:** JAW Ventures LLC

**ADDRESS:** 6263 State Highway 66

**PARCEL:** 1999-05-018-012-0-011-01

**STR:** Section 05, Township 18 North, Range 12 East

**LEGAL:** A tract of land being a part of the West Half of the Northeast Quarter (w/2 NE/4) of Section 5, Township 18 North, Range 12 East of the Indian Base and Meridian, Creek County, State of Oklahoma, lying South of U.S. Highway 66 Right of Way, more particularly described as follows, to -wit: Commencing at a P.K. nail at the Northeast corner of said W/2 NE/4; thence N89°55'59"W a distance of 64.39 feet; thence S51°36'17"W a distance of 303.16 feet; thence N38°23'43"W a distance of 10.00 feet; thence S51°36'17"W a distance of 1090.22 feet; thence S38°23'43"E a distance of 15.00 feet to the point of beginning; thence S38°23'43"E a distance of 217.28 feet; thence S51°36'17"W a distance of 353.19 feet;

**LOT SIZE:** 1.27 acres more or less

**ZONING:** CG – Commercial General

**EXISTING USE:** Event Center/Catering

**APPLICANT:** John Wimpy

**CC WARD:** Ward #5 Mr. Alan Jones and Ms. Carla Stinnett

**PREPARED BY:** Nikki White – Urban Development Director

---

**REQUEST:**

The applicant requests a Specific Use Permit to allow new or used automobile sales on the subject property.

**APPLICABLE STATE AND MUNICIPAL CODE SECTIONS:**

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

**BACKGROUND:**

The subject property is located near the intersection of State Highway 66 and South 57<sup>th</sup> West Avenue. The property is currently zoned CG (Commercial General). The former “Go West” restaurant, now event center and catering is located on the subject tract. The applicant would like the opportunity to sell no more than two cars. The two cars will be stored behind a screening fence. There will also be no visible signage from the street.

**SURROUNDING LAND USE AND ZONING:**

- North: AG State Highway 66 & Turner Turnpike
- East: IM Industrial Moderate (Gateway Industrial Park)
- South: IM Industrial Moderate
- West: AG Agriculture (legal non-conforming use)  
(Mark Allen dealership)

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

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

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

**PUBLIC COMMENTS:**

Staff has had several phone calls regarding this application. The majority off the calls were concerned with the property becoming a “car lot”. Once it was understood that there will be only two cars for sale at a time and that there would be no visible signage from the road, there were no issues. Lance Pool, who is representing the Creek County Industrial authority made a request for a continuance.

**STAFF RECOMMENDATION:**

**Recommended motion for SMAPC:**

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

1. No more than two automobiles offered for sale.
2. The automobiles will be screened behind a screening wall or fence.
3. No signage visible from the street.

**ATTACHMENTS:**

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

# SUP-014

BBB Auto Sales/  
John Wimpy  
6263 S.H. 66,  
Tulsa, OK

### CITY OF SAPULPA MAP PRODUCTS

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

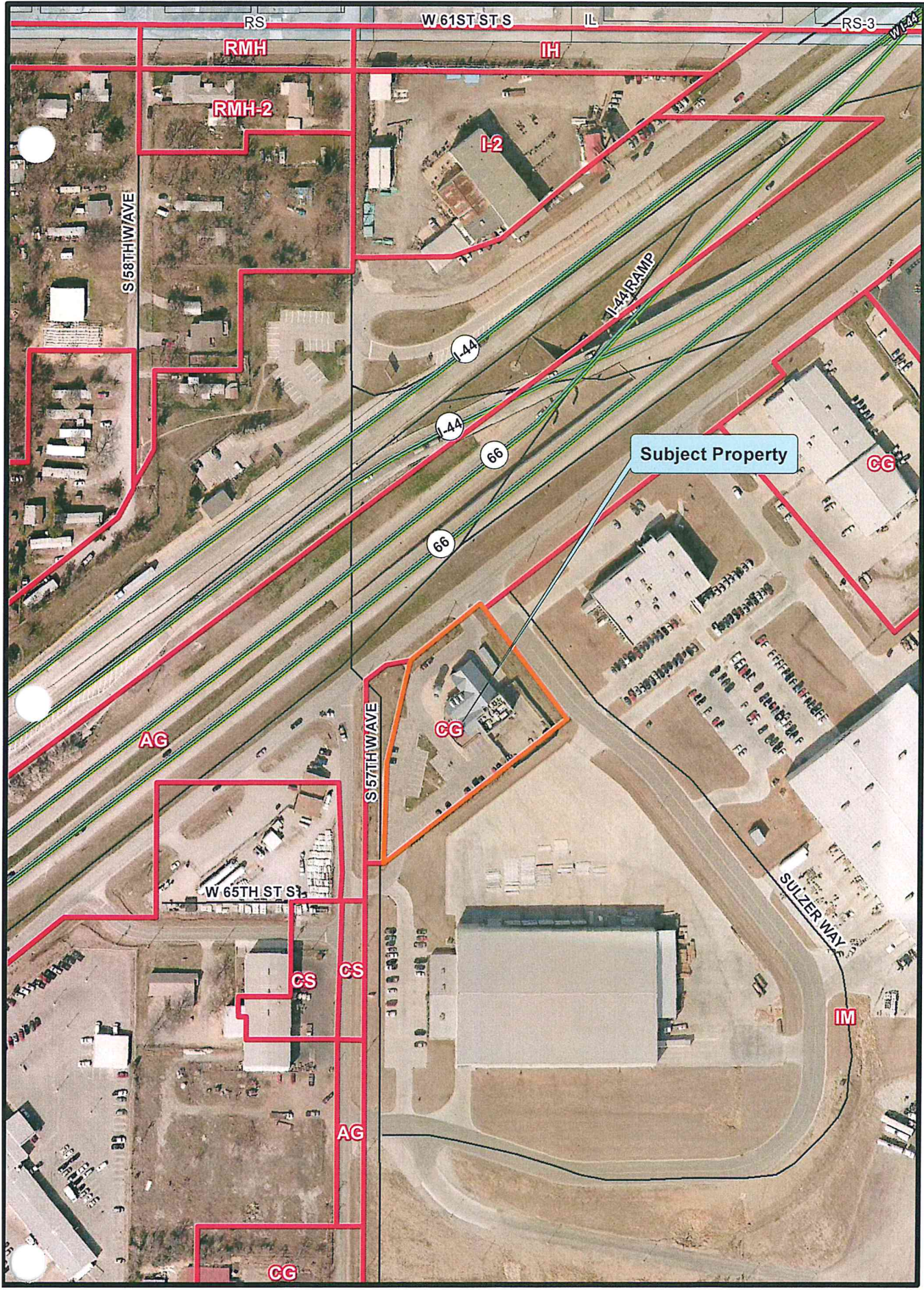
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### Legend

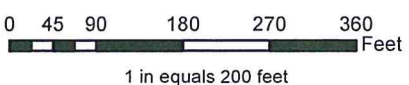
- Zoning
- Subject Property
- Parcels
- Highways
- Roads & Streets
- Railroads



Subject Property

## Property Description

Property located in W2, NE4, Section 5,  
Township 18 North, Range 12 East  
Creek County, Oklahoma  
E-911: 6263 S.H. 66, Tulsa, OK



Map Prepared by:  
City of Sapulpa  
Date: 12/25/2017

Source Data:  
Creek County Assessors  
City of Sapulpa, Incog



# SUP-014

BBB Auto Sales/  
John Wimpy  
6263 S.H. 66.  
Tulsa, OK

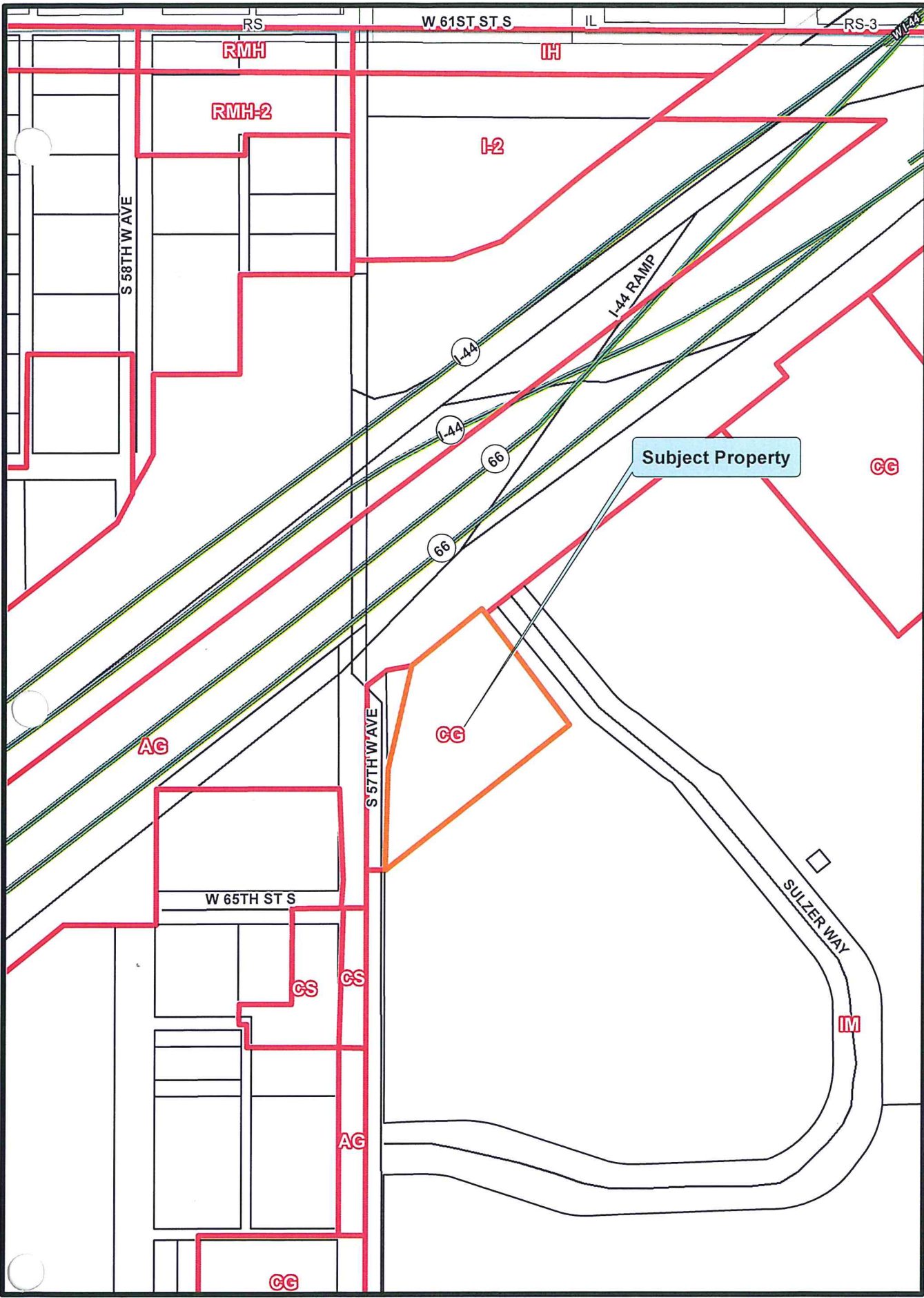
**CITY OF SAPULPA  
MAP PRODUCTS**

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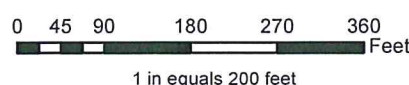
**Legend**

- Zoning (Red outline)
- Subject Property (Orange outline)
- Parcels (Black outline)
- Highways (Green double line)
- Roads & Streets (Black line)
- Railroads (Black line with cross-ticks)



## Property Description

Property located in W2, NE4, Section 5,  
Township 18 North, Range 12 East  
Creek County, Oklahoma  
E-911: 6263 S.H. 66, Tulsa, OK



Map Prepared by:  
City of Sapulpa  
Date: 12/25/2017

Source Data:  
Creek County Assessors  
City of Sapulpa, Incog







## AGENDA ITEM

Administration 10.A.

### City Council Regular

**Meeting Date:** February 5, 2018

**Submitted For:** David Widdoes, City Attorney

**Submitted By:** Anna Jo Fife, City Manager Assistant

**Department:** Legal

**Presented By:** David Widdoes

---

### SUBJECT:

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

### BACKGROUND:

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

### RECOMENDATION:

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

---

### Attachments

Freedom Homes Signed Amendment

Mortgage Inspection Report

---

AMENDMENT OF UTILITY EASEMENT

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

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

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

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

Executed this 12 day of Jan, 2018.

Freedom Homes Oklahoma, LLC

By:   
Manager

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

City of Sapulpa

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

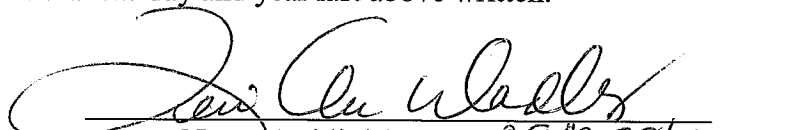
STATE OF OKLAHOMA, )  
 )ss.  
COUNTY OF CREEK. )

ACKNOWLEDGMENT

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

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

My Commission Expires:  
7-16-21  
(SEAL)

  
Notary Public/Comm # 09005862

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

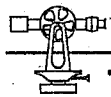
ACKNOWLEDGMENT

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

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

My Commission Expires:  
\_\_\_\_\_  
(SEAL)

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



WHITE SURVEYING COMPANY

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

LEGEND

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

# MORTGAGE INSPECTION REPORT



1"=30'

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

CLIENT: FIRST UNITED BANK & TRUST COMPANY

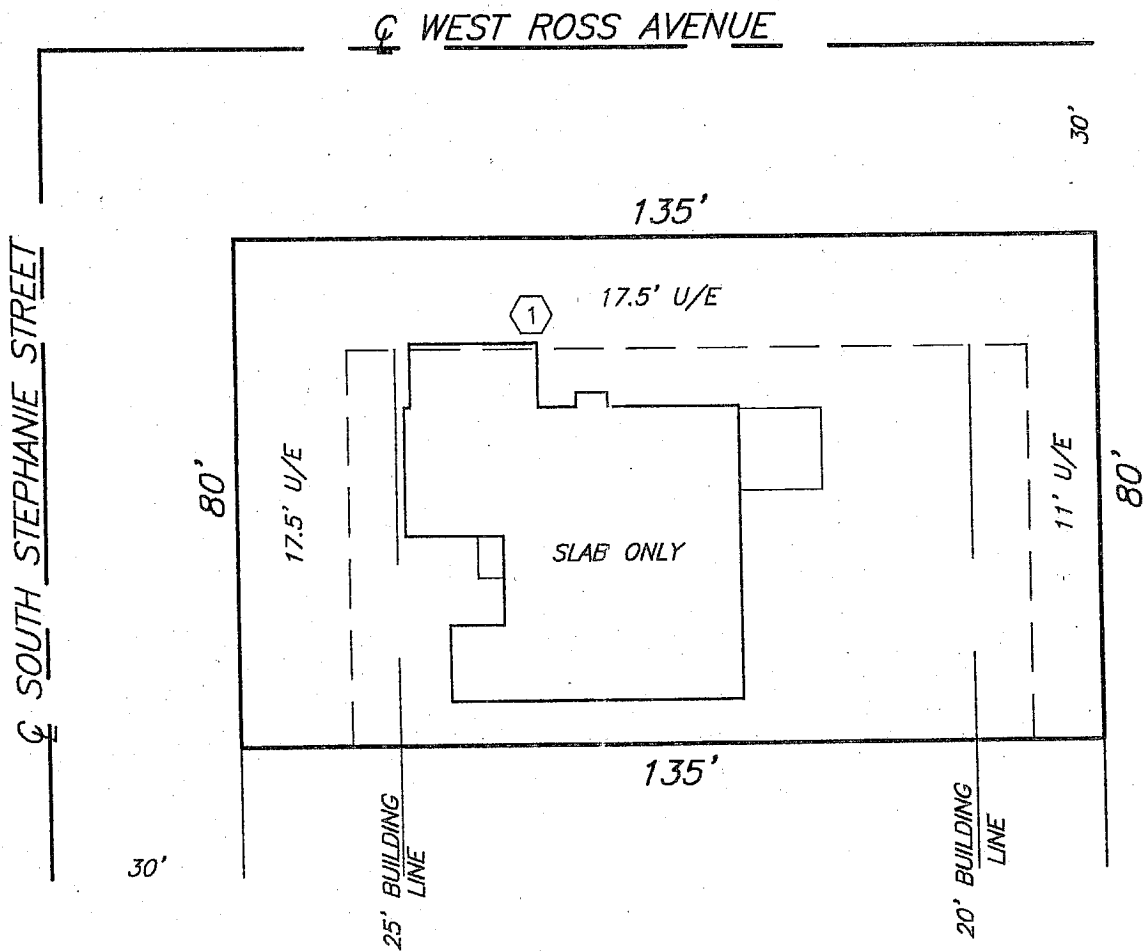


BEFORE YOU DIG, CALL OKIE 1-800-522-6543

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

LEGEND:

① - SLAB IS INTO U/E AS SHOWN.



PLAT NO. N/A

LEGAL DESCRIPTION AS PROVIDED:

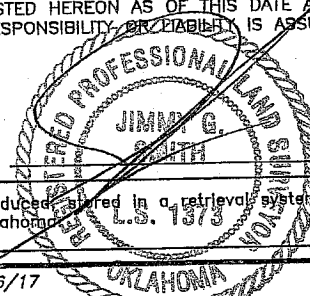
LOT THIRTEEN (13), BLOCK SEVEN (7), THE LAKES AT JEFFERSON HEIGHTS PHASE I, AN ADDITION TO THE CITY OF SAPULPA, CREEK COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE RECORDED PLAT THEREOF, AND KNOWN AS 1907 SOUTH STEPHANIE STREET.

SURVEYOR'S STATEMENT

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

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

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



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



**AGENDA ITEM**

**Administration 10.B.**

**City Council Regular**

**Meeting Date:** February 5, 2018

**Submitted For:** David Widdoes, City Attorney

**Submitted By:** Anna Jo Fife, City Manager Assistant

**Department:** Legal

**Presented By:** David Widdoes

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**SUBJECT:**

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

**BACKGROUND:**

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

**RECOMENDATION:**

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

---

**Attachments**

Encroachment Use Agreement and License

---

**ENCROACHMENT  
USE AGREEMENT and LICENSE**

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

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

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

("Subject Property"); and

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

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

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

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

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

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

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

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

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

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

THE CITY OF SAPULPA, OKLAHOMA,

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

ATTEST:

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

APPROVED AS TO FORM:

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

PROPERTY OWNER

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

ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF CREEK )

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

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

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

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

ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF CREEK )

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

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

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

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





## AGENDA ITEM

Administration 10.C.

### City Council Regular

**Meeting Date:** February 5, 2018

**Submitted For:** David Widdoes, City Attorney

**Submitted By:** Anna Jo Fife, City Manager Assistant

**Department:** Legal

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

---

### SUBJECT:

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

### BACKGROUND:

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

### RECOMENDATION:

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

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### Attachments

McCarthy Lease Agreement

---

## **LEASE AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

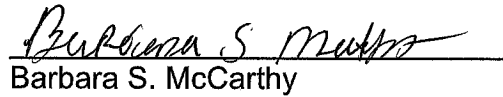
Executed by Landlord the 16th day of January, 2018

**City of Sapulpa, Oklahoma**

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

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

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

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





**AGENDA ITEM**

**Administration 10.D.**

**City Council Regular**

**Meeting Date:** February 5, 2018

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

**Submitted By:** Anna Jo Fife, City Manager Assistant

**Department:** Assistant City Manager

**Presented By:** Rick Rumsey

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**SUBJECT:**

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

**BACKGROUND:**

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

**RECOMENDATION:**

Staff recommends closeout of this project as stated.

---

**Fiscal Impact**

**Amount:** \$22,582.50

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

**Account number:** Street Capital

---

**Attachments**

PEC Jim Moore Letter

## Close-out Documents

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January 9, 2018

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

Attention: Mr. Rick Rumsey  
Assistant City Manager

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

Dear Mr. Rumsey :

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

The warranty periods for this project will run as follows:

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

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

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

James P. Moore, P.E.  
Project Manager

Encl.: As noted

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

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

Project: North Hickory Sanitary Sewer Improvements

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

**DEFINITION OF SUBSTANTIAL COMPLETION**

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

TO City of Sapulpa, Oklahoma  
(Owner)

AND Garrow Construction, LLC  
(Contractor)

Date of Substantial Completion January 8, 2018

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

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

Professional Engineering Consultants, P.A.  
Engineer

James P Moore 1-9-18  
Authorized Representative Date

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

Garrow Const  
Contractor

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

**CHANGE ORDER**

Order No. One (1)

Date: January 9, 2018

PEC Project No. 432-14K57-003

Agreement Date: October 16, 2017

NAME OF PROJECT: Hickory St. Sanitary Sewer Replacement

OWNER: City of Sapulpa, Oklahoma

CONTRACTOR: Garrow Construction, LLC

The following changes are hereby made to the CONTRACT DOCUMENTS:

Decrease pay items as follows:

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

Increase pay items as follows:

5. Pay Item 15 (Curb and Gutter Restoration)	11 LF at \$ 150.00 per LF	\$ 1,650.00
--	---------------------------	-------------

Add new pay items as follows:

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

Decrease in Contract Price \$ (2,660.00)

Justification:

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

Change to CONTRACT PRICE

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

Change to CONTRACT TIME

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

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

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

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

Garrow Construction LLC  
PO Box 1112  
Sapulpa, OK 74067

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

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

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

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

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

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

FINAL RELEASE OR WAIVER OF LIEN

State of: OKLAHOMA

County of: CREEK

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

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

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

Contractor: Garrow Construction, LLC

Authorized Agent: William Garrow

Typed or Printed Name: William Garrow

Title: OWNER

ACKNOWLEDGMENT

STATE OF OKLAHOMA )
COUNTY OF Creek ) ss.

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

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



Latrisha Carr
Notary Public

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



Sapulpa, Oklahoma  
North Hickory Sanitary Sewer Improvements – 14K57-SS-5785

SECTION 00498 - CLAIM OR INVOICE AFFIDAVIT

STATE OF OKLAHOMA            )  
  )        ss.  
COUNTY OF CREEK            )

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

William Young  
Affiant

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

Latisha Carr  
Notary Republic

My Commission Expires:

6/9/20

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



**CONSENT OF SURETY COMPANY TO FINAL PAYMENT**

ALA DOCUMENT G707

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

Bond # 87C004178

PROJECT: North Hickory Sanitary Sewer Improvements

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

ARCHITECT'S PROJECT NO:  
CONTRACT FOR: Sanitary Sewer

CONTRACT DATE: :

CONTRACTOR:  
Garrow Construction, LLC

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

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

,SURETY COMPANY,

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

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

,CONTRACTOR,

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

City of Sapulpa  
425 E. Dewey  
Sapulpa, OK 74067

,OWNER,

as set forth in the said Surety Company's bond

IN WITNESS WHEREOF,

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

The Ohio Casualty Insurance Company

Surety Company

Signature of Authorized Representative

Patsy A. Payne, Attorney-in-Fact

Title

Attorney-in-Fact

Attest (seal)

*Kathleen Kennemer*

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

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

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

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

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

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

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

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

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

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

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

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

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

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

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

LIBERTY MUTUAL INSURANCE COMPANY

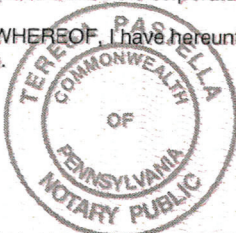
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

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

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



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

By Teresa Pastella, Notary Public

CERTIFICATE

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

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

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

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



By David M. Carey, Assistant Secretary

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

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



## AGENDA ITEM

Administration 10.E.

### City Council Regular

**Meeting Date:** February 5, 2018

**Submitted For:** David Widdoes, City Attorney

**Submitted By:** Anna Jo Fife, City Manager Assistant

**Department:** Legal

**Presented By:** David Widdoes

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### SUBJECT:

Discussion and possible action regarding 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.

### BACKGROUND:

On June 13, 2017, the Sapulpa City Council voted unanimously to approve Resolution No. 4487, which authorized and endorsed the submission of an application for grant funding through the Economic Development Administration's Public Works Investment Assistance Program for construction of a sanitary sewer line extension which is required to support the Senegence development in the western most portion of the City. On December 21, 2017, and in response to the grant application, a notice of award from the EDA was received for funding of \$1,500,000.00 to assist in construction of said sewer line. The funds needed for the City's match have already been secured through an irrevocable letter of credit from the developer. The grant was accepted by the City Manager on January 16, 2018 and should be formally ratified by the Council.

### RECOMENDATION:

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

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### Attachments

Resolution No. 4487

EDA Grant No. 08-01-05221 Documents

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RESOLUTION No. 4487

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

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

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

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

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

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

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

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

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

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

Resolution # 4487

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


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

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

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

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

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

By:   
Reg Green, Mayor

**ATTEST:**

  
Shirley Burzio, City Clerk





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

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

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

Dear Mrs. Riley,

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

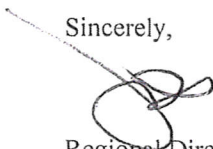
Enclosed are three signed copies of the Financial Assistance Award (CD-450). Your agreement to the terms and conditions of the award should be indicated by the signature of your principal official on each of the signed copies of the Financial Assistance Award. Two of the executed copies should be returned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

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

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

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

Sincerely,



Regional Director

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

GRANT     COOPERATIVE AGREEMENT

### FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER  
08-01-05221

RECIPIENT NAME  
City of Sapulpa

PERIOD OF PERFORMANCE  
60 months from date of approval

STREET ADDRESS  
425 E. Dewey Avenue

FEDERAL SHARE OF COST  
\$ 1,500,000

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

RECIPIENT SHARE OF COST  
\$ 1,505,370

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

TOTAL ESTIMATED COST  
\$ 3,005,370

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

PROJECT TITLE  
Sanitary Sewer Line Extension

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER  
Jorge D. Ayala, Regional Director

DATE  
12/21/2017

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL  
Joan Riley, City Manager

*Joan Riley*

DATE  
1-16-18



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

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

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Public Works and Economic Adjustment Assistance Programs

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

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

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

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

Joan Riley City of Sapulpa Phone: (918) 224-3040 Email: jriley@cityofsapulpa.net	City Manager 425 E. Dewey Avenue Sapulpa, OK 74066-4303
---	---

3. The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

Jorge D. Ayala Regional Director Fax: (512) 499-0478	Economic Development Administration Austin Regional Office 903 San Jacinto, Suite 206 Austin, TX 78701
--	---

4. The Federal Program Officer (Area Director) oversees the programmatic aspects of this Award. The Federal Program Officer is:

Ju Jessica Falk Phone: (512) 381-8168 FAX: (512) 499-0478 Email: jfalk@eda.gov	Economic Development Administration Austin Regional Office 903 San Jacinto, Suite 206 Austin, TX 78701
---	---

5. The EDA Project Officer is responsible for day-to-day administration and liaison with the Recipient and receives all reports and payment requests. The Project Officer is:

Wesley Kaisershot Phone: (512) 381-8143 FAX: (512) 499-0478 Email: wkaisershot@eda.gov	Economic Development Administration Austin Regional Office 903 San Jacinto, Suite 206 Austin, TX 78701
---	---

6. **ADDITIONAL INCLUDED DOCUMENTS:** In addition to the regulations, documents, or authorities incorporated by reference on the *Financial Assistance Award* (Form CD-450), the following additional documents are hereby incorporated by reference into this Award:

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

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

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

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

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

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

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

## 8. PROJECT REPORTING AND FINANCIAL DISBURSEMENTS INSTRUCTIONS:

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

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

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

### B. REPORTS:

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

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

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

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

Line Item Budget:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### *A. General Reporting Requirement*

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

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

Submit the information required about each proceeding that:

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

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

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

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

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



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

#### *C. Reporting Procedures*

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

#### *D. Reporting Frequency*

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

#### *E. Definitions*

For purposes of this award term and condition:

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

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

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

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

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

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



**AGENDA ITEM**

**Administration 10.F.**

**City Council Regular**

**Meeting Date:** February 5, 2018

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

**Submitted By:** Anna Jo Fife, City Manager Assistant

**Department:** Finance

**Presented By:** Pam Vann

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**SUBJECT:**

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

**BACKGROUND:**

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

**RECOMENDATION:**

Staff recommends adoption of the resolution.

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**Attachments**

EDA Grant Resolution 011618

EDA Grant budget adjustment 011618

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

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

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

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

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

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

**GRANTS & AID FUND**

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

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

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

ATTEST:

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

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





**AGENDA ITEM**

**Administration 10.G.**

**City Council Regular**

**Meeting Date:** February 5, 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 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.

**BACKGROUND:**

This agreement with INCOG is for the administration of Agenda Item # 10.F, EDA Grant Award No. 08-01-05221 and service as liaison for the City throughout the project. INCOG will prepare and submit all required reporting, provide general advice and technical assistance, and assist the City in remaining compliant with all rules and regulations pertinent to this project. For additional information, please see attached agreement.

**RECOMENDATION:**

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

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**Fiscal Impact**

**Amount:** \$30,000.00

**To be paid from:** Grants & Aid Fund

**Account number:** 60-592-311

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**Attachments**

EDA Grant No. 08-01-05221 INCOG agmt

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## PROFESSIONAL SERVICES CONTRACT

### PART I - AGREEMENT

**THIS AGREEMENT**, entered into this \_\_\_ day of \_\_\_\_, 2018, by and between the Indian Nations Council of Governments, hereinafter called the “**INCOG**,” acting herein by Rich Brierre, Executive Director of INCOG, hereunto duly authorized, and the City of Sapulpa, Oklahoma, hereinafter called the “**CITY**,” acting herein by Reg Green, Mayor, of Sapulpa, Oklahoma.

#### WITNESSETH THAT:

**WHEREAS**, CITY desires to implement **EDA Project Number 08-01-05221**, a Public Works Program project funded by the U. S. Department of Commerce and administered by the Southwest Regional Office of the Economic Development Administration; and

**WHEREAS**, CITY is and will act with authority as the Fiscal Agent for the EDA funded project identified above, and

**WHEREAS**, CITY desires to engage INCOG to render certain project management, reporting and support services in connection with the EDA project.

**NOW THEREFORE**, the parties do mutually agree as follows:

1. **Scope of Services**  
Part II, Scope of Services, is hereby incorporated by reference into this Agreement.
2. **Time of Performance** - The services of INCOG shall commence on February 14, 2018. All of the services required and performed hereunder shall be completed no later than December 21, 2021.
3. **Access to Information** - It is agreed that all information, data, reports and records and/or other information as is existing, available and necessary for the carrying out of the work outlined above shall be furnished to INCOG by the CITY and its agents. No charge will be made to INCOG for such information and the CITY and its agents will cooperate with INCOG in every way possible to facilitate the performance of the work described in the contract.
4. **Compensation and Method of Payment** – The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed thirty thousand dollars (\$30,000). Payment to INCOG shall be based on satisfactory completion of identified milestones in Part III – Payment Schedule of this Contract. Should the Project be completed in its entirety prior to the period allowed for its completion, all of INCOG’s responsibilities and

services required under this agreement be fully completed, and all obligations to the EDA are met, full compensation to INCOG in the amount of thirty thousand dollars (\$30,000) shall be completed at that time. Interim payment to INCOG shall be upon percentage completion of the scope of work.

5. **Indemnification** – INCOG shall comply with the requirements of all applicable laws, rules and regulations, and shall to the extent allowable be law, exonerate, indemnify, and hold harmless the CITY and its agents from and against them, and shall assume full responsibility for administering the project identified above.

6. **Miscellaneous Provisions**

1. This Agreement shall be construed under and in accord with the laws of the State of Oklahoma, and all obligations of the parties created hereunder are performable in Tulsa County, Oklahoma.

2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

3. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

5. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

7. **Terms and Conditions** - This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.



IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals as of the date first affixed above.

City of Sapulpa, Oklahoma

Indian Nations Council of Governments

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

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Attest:

## PROFESSIONAL SERVICES CONTRACT

### PART II - SCOPE OF SERVICES

INCOG shall provide the following services:

1. **Project Management**

1. Develop a record keeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintain the filing system.
3. Provide general advice and technical assistance to the CITY personnel on implementation of the EDA project and regulatory matters pertaining thereto.
4. Furnish the CITY with necessary completed forms and reporting required for implementation of the EDA project.
5. Assist the CITY in meeting all special condition requirements that may be stipulated in the contract between the CITY and U. S. Department of Commerce, Economic Development Administration, Southwest Regional Office.
6. Prepare and submit all required project reporting required by EDA Project Number 08-01-05221, including but not limited to progress reporting, quarterly reporting, and other reporting included in the EDA Project Agreement between the CITY and the EDA Southwest Regional Office.
7. Establish internal procedures to document expenditures associated with local administration of the project.

8. Serve as liaison for the CITY during the implementation and completion of the EDA project with any monitoring visit by staff representatives from EDA or its Southwest Regional Office.

2. **Financial Management**

1. Assist the CITY by improving its ability to manage and report progress and use of funds from federal sources through the Southwest Regional Office of the EDA for the project identified above.
2. Assist the CITY in compliance with all EDA rules, regulations, specifications, or other directives pertinent to the identified project.
3. Prepare and submit all reporting for all funded and scheduled drawdowns of project funds on behalf of the CITY, in order to ensure orderly, timely allocation and disbursement of funds within the period of this agreement.
4. Review invoices received for payment and file back-up documentation.
5. Provide general advice and technical assistance to the CITY and its agents on implementation of the EDA project and regulatory matters pertaining thereto.
6. Assist the CITY in interpreting and complying with established procedures for the EDA project and reporting to the Southwest Regional Office.
7. Provide general advice and technical assistance to the CITY and its agents on implementation of the EDA project and associated regulatory matters.

## **PROFESSIONAL SERVICES CONTRACT**

### **PART III - PAYMENT SCHEDULE**

The CITY shall reimburse INCOG for grant administration services provided for completion of the scope of work in the amount of thirty thousand dollars (\$30,000), based upon milestones depicting percentage completion of the scope of work. The payments to INCOG will be made from funds provided the CITY. Milestones established for payment and the amounts paid are as follows:

**Payment Schedule**

Payment	Amount	Basis of Payment
I	\$ <u>6,000.00</u>	Completion of twenty percent (20%) of the scope of work identified herein.
II	\$ <u>6,000.00</u>	Completion of forty percent (40%) of the scope of work identified herein.
III	\$ <u>6,000.00</u>	Completion of sixty percent (60%) of the scope of work identified herein.
IV	\$ <u>6,000.00</u>	Completion of eighty percent (80%) of the scope of work identified herein.
V	\$ <u>6,000.00</u>	Completion of one hundred percent (100%) of the scope of work identified herein.
=====		
Total Payment	\$ <u>30,000.00</u>	

All payments shall be determined by the CITY from its estimates of completion of the entire EDA project. Payment to INCOG shall be made from those estimates and in the amounts prescribed above.

**PROFESSIONAL SERVICES CONTRACT**

**PART IV - TERMS AND CONDITIONS**

1. **Termination of Contract.** If, through any cause, INCOG shall fail to fulfill in a timely and proper manner its obligation under this Contract, or if INCOG shall violate any of the covenants, agreements, or stipulations of this Contract, the CITY shall thereupon have the right to terminate this Contract by giving written notice to INCOG of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contract is terminated by the CITY as provided herein, INCOG will be paid for the time provided and expenses incurred up to the termination date.

If the contract is terminated by the CITY as provided herein, all finished or unfinished documents, information or reports prepared by INCOG under this Contract shall, at the option of the CITY, become its property and INCOG shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, INCOG shall not be relieved of liability for damages sustained by the CITY by virtue of any breach of the Contract by INCOG, and the CITY may withhold any payments to INCOG for the purpose of set-off until such time as the exact amount of damages due the CITY from INCOG is determined.

2. **Termination for Convenience of the CITY.** The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to INCOG. If the Contract is terminated by the CITY as provided herein, INCOG will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of INCOG, Paragraph 1 hereof relative to termination shall apply.
3. **Changes.** The CITY may, from time to time, request changes in the scope of the services of INCOG to be performed hereunder. Such changes, including any increase or decrease in the amount of INCOG's compensation which are mutually agreed upon by and between the CITY and INCOG shall be incorporated in written amendments to this Contract.
4. **Personnel.**
  1. INCOG represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.
  2. All of the services required hereunder will be performed by INCOG or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  3. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. **Assignment of Contract.** INCOG shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CITY thereto: Provided, however, that claims for money by INCOG from the CITY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the CITY.

6. **Reports and Information.** INCOG, at such times and in such forms as the City may require, shall furnish the CITY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by INCOG under this contract are confidential, and INCOG agrees that they shall not be made available to any individual or organization without the prior written approval of the CITY.
8. **Compliance with Local Laws.** INCOG shall comply with applicable laws, ordinances and codes of the State of Oklahoma and its local governments.
9. **Equal Employment Opportunity.** During the performance of this Contract, INCOG agrees as follows:
  1. INCOG will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap, or national origin. INCOG will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. INCOG agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.
  2. INCOG will, in all solicitation or advertisements for employees placed by or on behalf of INCOG, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
  3. INCOG will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  4. INCOG will include the provisions 9.1, 9.2, and 9.3 in every subcontract or purchase order unless exempted.

10. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
11. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
12. **Public Works and Economic Development Act of 1965, as amended:** The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the U. S. Department of Commerce, Economic Development Administration. For Public Works and Development Facilities under the Public Works and Economic Development Act of 1965, as amended, the award to the CITY, Award Number 08-01-05221, supports the project and effort described herein, which is incorporated into this agreement by reference. Where terms of this agreement differ, the terms of the award shall prevail.
13. **Government Performance and Results Act of 1993 (GPRA) Reporting Requirements – Performance Measures.** INCOG agrees to report to the CITY on program performance measures and program outcomes in such form and at such intervals as may be prescribed by the EDA, Award Number 08-01-05221, in compliance with the Government Performance and Results Act of 1993. Performance measures and reporting requirements that apply to program activities funded by the Award to the CITY will be provided in a separate GPRA information collection document. EDA will advise the CITY in writing within a reasonable period prior to the time of submission of the reports and in the event that there are any modifications in the performance measures.
14. **Interest of Members of INCOG.** No member of the governing body of INCOG and no other officer, employee, or agent of INCOG who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the CITY shall take appropriate steps to assure compliance.
15. **Interest of Other Local Public Officials.** No member of the governing body of INCOG and no other public official of INCOG, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the CITY shall take appropriate steps to assure compliance.

16. **Interest of Firm and Employees.** INCOG covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the project area, study area, site, or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. INCOG further covenants that in the performance of this Contract, no person having any such interest shall be employed.



**AGENDA ITEM**

**Administration 10.H.**

**City Council Regular**

**Meeting Date:** February 5, 2018

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

**Submitted By:** Anna Jo Fife, City Manager Assistant

**Department:** Assistant City Manager

**Presented By:** Rick Rumsey

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**SUBJECT:**

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

**BACKGROUND:**

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

**RECOMENDATION:**

Staff and project engineer recommend approval.

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**Fiscal Impact**

**Amount:** \$4,000.00

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

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

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**Attachments**

ODOT Change Order 001

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## Oklahoma Department of Transportation Change Order

Contract ID	160281	Primary County	CREEK	Primary PCN	30747(04)
Change Order Nbr	001	Project	STP-219C(043)G		
Contract Description	GRADE, DRAIN, AND SURFACE CITY STREET (BRYAN AVENUE); FROM HAWTHORNE STREET, EXTEND EAST IN SAPULPA.				
Change Order Type	Zero Dollar Change Order				
Change Order Description	PROJECT LENGTH = 0.183 MILE				
Change Order Status	NO				
Change Order Description	CHANGE ORDER				
Change Order Status	Pending				

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

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

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

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

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

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

*Joshua W. Davis*  
 Signature

Joshua W. Davis

Name/Printed

Construction Manager

Company Title

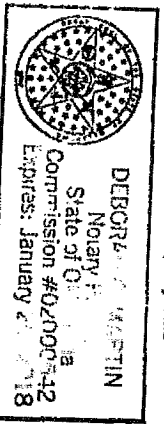
My commission expires 1/25/18

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

*Rebecca L. Martin*  
 Notary Public

02000542, Tulsa County, Oklahoma

Commission Number



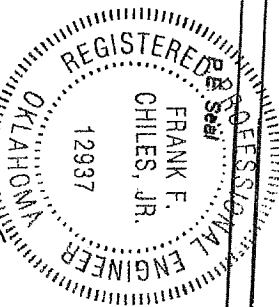
**Oklahoma Department of Transportation Section**  
 The prices for the additional items have been compared with other contract prices and are a fair amount for the work involved. Respectfully requested by:

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

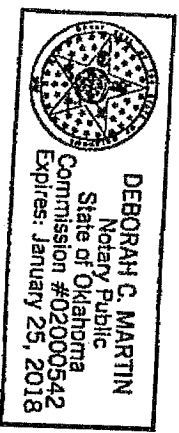
Department Personnel  
 Chiles, Frank F.  
 Prince, Jessica  
 Leonard, John B.  
 Saliba, Darren A.

Approval Date

1-4-18



*Frank F. Chiles*  
 Signature



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

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

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



**AGENDA ITEM**

**Administration 10.I.**

**City Council Regular**

**Meeting Date:** February 5, 2018

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

**Department:** Assistant City Manager

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

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**SUBJECT:**

Discussion and possible action rejecting all bids received on Earthwork and Site Drainage work for Phase 1 of the Sapulpa Youth Sports Complex.

**BACKGROUND:**

On December 21, 2017, the City conducted a bid opening for Earthwork and Site Drainage work for Phase 1 of the Sapulpa Sports Complex project. At this opening, seven sealed bids were opened, read aloud, and tabulated. After conclusion of this process and dismissal of all attendees, staff discovered that another sealed bid had been timely delivered but inadvertently overlooked and excluded from the opening process. The missed bid from CP3 Enterprises, Inc. was, after proper notice and publication, opened January 29, 2018, at 2:00 p.m. within the time frame allowed by law for good faith extension. All bids received from the eight vendors exceed the budgeted amount estimated by the project manager. The lowest bid received was \$396,000.00 which is \$246,000.00 over budget for the project.

**RECOMENDATION:**

After consulting with the project manager, Will Berry from D. C. Bass Construction Company, staff recommends all bids received be rejected.

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**Attachments**

D.C. Bass memo

Bid Tab

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**D.C. BASS**  
**CONSTRUCTION COMPANY**  
205 EAST HOBSON SAPULPA, OK. 74066 - PHONE-918.224.1000

*"BUILDERS SINCE 1893"*

January 31, 2018

To: Rick Rumsey [rrumsey@cityofsapulpa.net](mailto:rrumsey@cityofsapulpa.net)  
From: Will Berry [will.dcbass@gmail.com](mailto:will.dcbass@gmail.com)  
Cc: Dan Hobson [dan.dcbass@gmail.com](mailto:dan.dcbass@gmail.com)  
Re: Earthwork and Site Drainage Bids for Sapulpa Youth Sports Complex  
Subj: Rejection of all Bids

Earthwork and Site Drainage bids were received and opened on December 21<sup>st</sup>, 2017 at 2:00 pm at the Sapulpa City Hall. A supplemental bid was received and opened on January 29<sup>th</sup>, 2018 due to a mix up of packages. It is D.C. Bass Construction recommendation to reject all bids. All bids received were over the allowed monies budgeted for the item of work. Please return all bidders bid bonds and or cashiers check to the appropriate sub.

Thanks  
Will Berry

Encl: Bid Tabulation from both bid openings

SAPULPA SPORTS COMPLEX  
 EARTHWORK & SITE DRAINAGE  
 BID DATE: DECEMBER 21, 2017 @ 2:00 PM

BID TAB

Pkg #	Company Name	Aff's Add	Base Bid	Alt #1 Bond	
2A	Earthwork & Site Drainage				
	D KERNS	✓	478,000	9,500	90
	BARNES CONSTRUCTION SOLUTIONS	✓	823,000	10,000	90
	DIRT WORKS	—	396,000	8,900	60-90
	DUNCAN & SONS	—	721,733	12,240	200
	PARAGON CONTRACTORS	—	611,560	7,650	210
	ELLWORTH CONSTRUCTION	—	549,602	4,550	85
	UNITED TURF & TRACK	—	499,000	0	60
	<u>Supplemental Bio 1-29-18 @ 2:00p 4</u>				
	CP3 Enterprises	✓	723,358.25	1,000.00	90



**AGENDA ITEM**

**Administration 10.J.**

**City Council Regular**

**Meeting Date:** February 5, 2018

**Submitted By:** Latrisha Carr, Purchasing/Contract Management

**Department:** Purchasing/Contract Management

**Presented By:** Rick Rumsey

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**SUBJECT:**

Consider declaring one hundred sixty-four (164) assorted size meters "surplus property" and authorizing the City Manager to salvage the same.

**BACKGROUND:**

The meters were taken out of service due to age or condition of the meter.

**RECOMENDATION:**

Staff recommends the Mayor and City Councilors to approve the action.

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**AGENDA ITEM**

**Administration 10.K.**

**City Council Regular**

**Meeting Date:** February 5, 2018

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

**Department:** Legal

**Presented By:** David Widdoes

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**SUBJECT:**

Discussion and possible action on 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.

**BACKGROUND:**

The attached Resolution has been prepared in response to the need to obtain an easement from Duncan and Sons Real Estate, LLC to allow for the installation, operation, and maintenance of a sanitary sewer line, and other utilities to service Sapulpa Basins N02 and N04. To date, the City's offer to acquire this portion of land for its fair cash market value has been rejected by the owner. All other easements have been acquired for this project. This easement is the final portion the City needs to acquire before the project may begin.

**RECOMENDATION:**

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

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**Attachments**

Resolution of Necessity - Duncan

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**RESOLUTION NUMBER \_\_\_\_\_**

A RESOLUTION DECLARING THE PUBLIC NECESSITY FOR THE TAKING, APPROPRIATING, AND CONDEMNING OF A CERTAIN TRACT OF LAND IN SECTION 30, TOWNSHIP 18 NORTH, RANGE 11 EAST, OF THE INDIAN BASE AND MERIDIAN, IN 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.

**WHEREAS**, there has been a need identified by the City of Sapulpa, Oklahoma to acquire an interest inland that is necessary to allow for the installation, operation, and maintenance of a sanitary sewer line, and other utilities to service Sapulpa Basins N02 and N04, and to construct said public improvements being part of the Sapulpa Basins N02 and N04 Sanitary Sewer Improvements Project; and

**WHEREAS**, the employees and agents of the City of Sapulpa have located an area available for such acquisition but have been unable to acquire said interest in the tract of land at the fair cash market value thereof; and

**WHEREAS**, the public health, safety, and welfare necessitate that an easement interest in said tract of land be acquired in order to install, operate, and maintain a sanitary sewer service line for Sapulpa Basins N02 and N04, and therefore protect and promote the health, safety, and welfare of the community and the inhabitants of the City of Sapulpa.

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

**Section 1.** It is hereby declared to be necessary for the public health, safety, and convenience of the City of Sapulpa to acquire an easement interest in and to the following described land situated in the County of Creek, State of Oklahoma, and more particularly described as follows:

OWNER: Duncan & Sons Real Estate, LLC  
P.O. Box 1503  
Sapulpa, Oklahoma 74067

PROPERTY: A part of the Northwest Quarter of the Southwest Quarter (NW/4 SW/4) Section Thirty (30), Township Eighteen (18) North, Range Eleven (11) East of the Indian Base and Meridian, Creek County, State of Oklahoma, being more particularly described as follows: Commencing at the West Quarter corner of said Section 30; thence S 01°12'34" E along the West line of the SW/4 a distance of 35.00 feet to

the point of beginning; thence N 89°09'21" E and parallel to the North line of the NW/4 SW/4 of said Section 30, and along the South line of a general and utility easement filed in the Office of the County Clerk, Creek County, State of Oklahoma in Book 384, Page 1586, a distance of 104.83 feet; thence S 01°12'34" E and parallel to the West line of the SW/4 of said Section 30, a distance of 25.68 feet; thence S 89°09' 21" W and parallel to the North line of the NW/4 SW/4 of said Section 30, a distance of 104.83 feet to a point on the West line of the SW/4 of said Section 30; thence N 01°12'34" W along said West line a distance of 26.04 feet to the point of beginning, containing 0.0622 of an acre or 2,691.65 square feet, more or less,

and

TEMPORARY  
EASEMENT:

A part of the Northeast Quarter of the Southeast Quarter (NE/4, SE/4) Section Twenty-Five (25), Township Eighteen (18) North, Range Eleven (11) East and the Northwest Quarter of the Southwest Quarter (NW/4, SW/4) of Section Thirty (30), Township Eighteen (18) North, Range Twelve (12) East of the Indian Base and Meridian, Creek County, State of Oklahoma, being more particularly described as follows:

Commencing at the West Quarter corner of said Section 30; thence S 01°12'34" E along the West line of the SW/4 a distance of 1320.77 feet to a point, said point being the South line of the NW/4, SW/4 of said Section 30; thence N 89°09'14" E along said South line a distance of 469.97 feet to the point of beginning; thence N 43°40'16" W a distance of 687.98 feet; thence N 13°00'03" W a distance of 26.98 feet to a point on the West line of the SW/4 of said Section 30; thence continuing N 13°00'03" W a distance of 132.22 feet to a point on the North line of the SE/4 NE/4 SE/4 of said Section 25; thence N 88°49'28" E along said North line a distance of 20.43 feet; thence S 13°00'03" E a distance of 32.22 feet to a point on the East line of the SE/4 of said Section 25; thence continuing S 13°00'03" E a distance of 117.31 feet; thence S 43°40'16" E a distance of 701.03 feet to a point on the South line of the NW/4, SW/4 of said Section 30; thence S 89°09'14" W along said South line a distance of 27.27 feet to the point of beginning, containing 0.3897 of an acre or 16,977.36 square feet, more or less,

and

PRE-EXISTING  
EASEMENT:

A part of the Northeast Quarter of the Southeast Quarter (NE/4, SE/4) Section Twenty-Five (25), Township Eighteen (18) North, Range Eleven (11) East and the Northwest Quarter of the Southwest Quarter (NW/4, SW/4) of Section Thirty (30), Township Eighteen (18) North, Range Twelve (12) East of the Indian Base and Meridian, Creek County, State of Oklahoma, being more particularly described as follows:

Commencing at the West Quarter corner of said Section 30; Thence S 01°12'34" E along the West line of the SW/4 a distance of 1320.77 feet to a point, said point being the South line of the NW/4, SW/4 of said Section 30; thence N 89°09'14" E along said South line a distance of 199.05 feet to the point of beginning; thence N 43°19'07" W a distance of 234.55 feet; thence N 44°55'48" W a distance of 28.32 feet; thence N 43°30'05" W a distance of 390.99 feet to a point on the West line of the SW/4 of said Section 30; thence continuing N 43°30'05" W a distance 19.25 feet; thence N 13°00'03" W a distance of 168.83 feet to a point on the North line of the SE/4 NE/4 SE/4 of said Section 25, thence N 88°49'28" E along said North line a distance of 20.43 feet; thence S 13°00'03" E a distance of 132.22 feet to a point on the East line of SE/4 of said Section 25; thence continuing S 13°00'03" E a distance of 26.97 feet; thence S 43°30'05" E a distance of 686.12 feet to a point on the South line of the NW/4 SW/4; thence S 89°09'14" W along said South line of the NW/4 SW/4 a distance of 27.65 feet to the point of beginning, containing 0.385 of an acre or 16,784.90 square feet, more or less,

in order to provide an easement on the property on which to construct and maintain public utilities for the use of the inhabitants of the City of Sapulpa.

**Section 2.** It is hereby found and determined that an easement interest in said tract of land cannot be acquired by negotiation or purchase at its fair market value and by reason thereof, upon the recommendation of the City Manager and City Council be and they are hereby authorized and directed to institute the necessary legal proceedings to acquire said tract of land by the exercise of the power of eminent domain, and to take such further action as may be convenient or necessary to acquire said fee simple title to said real property.

**Section 3.** That an emergency is hereby declared to exist for the preservation of the public peace, health, and safety, by reason whereof this Resolution shall be in full

force and effect immediately from and after its adoption and approval as provided by law.

ADOPTED by the City Council of the City of Sapulpa, Oklahoma this \_\_\_\_ day of \_\_\_\_\_, 2018, with the emergency measure voted upon separately.

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

ATTEST:

APPROVED AS TO FORM:

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

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



**AGENDA ITEM**

**Administration 10.L.**

**City Council Regular**

**Meeting Date:** February 5, 2018

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

**Submitted By:** Anna Jo Fife, City Manager Assistant

**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 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.

**BACKGROUND:**

The City has received a insurance reimbursement from OMAG in the amount of \$509.00 for damage to a police vehicle which will be repaired. The police department has also received two separate donations in the total amount of \$7,534.00 for the purchase of body cameras and tactical flashlights.

**RECOMENDATION:**

Staff recommends approval of the resolution.

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**Attachments**

Police Resolution 020518

Police Budget Transfer 020518

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

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 OF \$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.

**WHEREAS**, the City of Sapulpa has received a reimbursement from OMAG in the amount of \$509.00 for damage done to a police vehicle; and

**WHEREAS**, the City of Sapulpa has received donations in the amount of \$7,534.00 to be used for body cameras and tactical flashlights; and

**WHEREAS**, these were not included in the original budget and thus the additional revenue needs to be recognized and appropriated,

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

**GENERAL FUND**

(Increase)	10-4082 Donations	\$7,534.00
(Increase)	10-4089 Reimbursements-Property Damage	<u>509.00</u>
	Total Revenues Increase:	\$8,043.00
(Increase)	10-512-214 Operational Supplies	\$7,534.00
(Increase)	10-512-352 Maintenance-Vehicles	<u>509.00</u>
	Total Appropriations Increase:	\$8,043.00

**PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA** and signed by the Mayor this 2nd day of February 2017.

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

ATTEST:

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

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





**AGENDA ITEM**

**Administration 10.M.**

**City Council Regular**

**Meeting Date:** February 5, 2018

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

**Department:** Assistant City Manager

**Presented By:** Rick Rumsey

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**SUBJECT:**

Discussion and possible action regarding Amendment 3 to Agreement with BKL for architectural services for the Sapulpa Animal Shelter at a cost not to exceed \$125,000.00.

**BACKGROUND:**

This is the third amendment to the agreement with BKL for architectural services for the Sapulpa Animal Shelter. The new site for the shelter will be located on the south side of 100th Street South. BKL will design the Shelter using the existing building located at that site.

**RECOMENDATION:**

Staff recommends Council accept Amendment 3 to the agreement and authorize Mayor to execute same.

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**Fiscal Impact**

**Amount:** \$125,000.00

**To be paid from:** G.O. Bond Fund

**Account number:** 83-576-311A

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**Attachments**

Amendment No. 3 - BKL

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**Executive Session 14.A.**

**City Council Regular**

**Meeting Date:** February 5, 2018

**Submitted For:** David Widdoes, City Attorney

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

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**SUBJECT:**

Consider entering into Executive Session to discuss the following:

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**Executive Session 14.A.1.**

**City Council Regular**

**Meeting Date:** February 5, 2018

**Submitted For:** David Widdoes, City Attorney

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

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**SUBJECT:**

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 interest. [25 O.S. Section 307 B (4)]

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**Executive Session 14.B.**

**City Council Regular**

**Meeting Date:** February 5, 2018

**Submitted For:** David Widdoes, City Attorney

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

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**SUBJECT:**

Consider action in open session regarding matters discussed in Executive Session.

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