

SAPULPA CITY COUNCIL MEETING

CITY HALL - 425 EAST DEWEY AVENUE

COUNCIL CHAMBERS, 2ND FLOOR

7:00 P.M., MONDAY, MARCH 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 March, 2017, 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 approval of minutes for the February 19, 2018, regular city council meeting.
6. **APPOINTMENTS, AWARDS, PRESENTATIONS, AND PROCLAMATIONS.**
 - A. Consider confirming the following Mayoral appointment to the Sapulpa Park and Recreation Board of Carroll Jobe for a three-year term, with said term expiring in March, 2021.

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 \$337,745.26

8. **PUBLIC HEARINGS.**

9. **COMMUNITY DEVELOPMENT.**

10. **ADMINISTRATION.**

A. Discuss and possible action regarding a Resolution of the City of Sapulpa, Oklahoma, Establishing "Reverend Ervin Ruth Boulevard" as the Honorary Name for That Portion of North Seventh Street Lying Between East Line Avenue and East Anderson Avenue, and Establishing an Effective Date.

B. Discuss 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 Library Fund in the amount of \$15,914.00 for the purpose of recognizing grant revenue and appropriating funds to be used on training, equipment, furnishings, and books.

C. Discuss 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 of \$7,880.00 for the purpose of recognizing additional revenue from an insurance reimbursement for damages to a fire vehicle.

D. Discuss 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 Major Thoroughfare Fund in the amount of \$29,100.00 for the purpose of recognizing additional revenue from a reimbursement for the repair of a damaged traffic signal cabinet.

E. Discuss and possible action regarding the approval of a Third Amended Interlocal Agreement between the City of Sapulpa and the Regional 9-1-1 Board.

F. Discuss and possible action on Acknowledgement of Intent to Participate in Local Hazard Mitigation Plan.

G. Discuss and possible action regarding Amendment No. 1 to Professional Services Agreement with Tetra Tech, Inc for Engineering Services and additional required documentation needed for the construction of water line running between the Golf Course and Johnson Street on the west side waterline improvement project.

- H. Discuss and possible action regarding a Professional Services Agreement for Engineering Services with Tetra Tech for the planning, design, and project management of the Westside/SeneGence Sanitary Sewer Extension Project.
 - I. Discuss and possible action regarding approval of a Lease Agreement with Glass Design, Inc. for the property located at 8810 West 100th Street South, Sapulpa, Oklahoma.
 - J. Consider and take action with respect to a Resolution agreeing to file application with the Oklahoma Water Resources Board (The "OWRB") for financial assistance through their various loan programs, with the loan proceeds being for the purpose of financing certain Wastewater System Improvements; and containing other provisions related thereto.
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.**
- A. Official Certificate of Votes from Creek County Election Board for the February 13, 2018, City Council Primary Election.
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 for the purpose of:
 - 1. Confidential communication with the City Attorney concerning pending investigation, claims, and potential action involving the Cobb Street improvement project, upon advice that disclosure will seriously impair the ability of the public body to process the investigation, claim, and action 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 March, 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: March 5, 2018

Submitted By: Shirley Burzio, City Clerk

Department: City Clerk

Presented By:

SUBJECT:

Consider approval of minutes for the February 19, 2018, regular city council meeting.

BACKGROUND:

RECOMMENDATION:

Attachments

minutes.02-19-2018 city

DRAFT

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

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

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

Absent: Reg Green, Mayor
Carla Stinnett, Councilor

Staff Present: Joan Riley, City Manager; Rick Rumsey, Assistant City Manager; Pam Vann, City Treasurer; David Widdoes, City Attorney; Shirley Burzio, City Clerk; Mike Haefner, Police Chief; Bobby Petitt, Water Treatment Superintendent

1. INVOCATION.

The invocation was given by Vice-Mayor Louis Martin.

2. MINUTES.

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

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

3. CONSENT ITEMS:

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

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

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

4. ADMINISTRATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **PUBLIC COMMENTS.**

There were no public comments made to the council.

6. **ADJOURNMENT.**

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

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

Mayor

Attest:

City Clerk



AGENDA ITEM

Presentations & Proclamations 6.A.

City Council Regular

Meeting Date: March 5, 2018

Submitted For: Jody Baker, Parks and Recreation Director

Submitted By: Jody Baker, Parks and Recreation Director

Department: Parks & Recreation

Presented By: Jody Baker

SUBJECT:

Consider confirming the following Mayoral appointment to the Sapulpa Park and Recreation Board of Carroll Jobe for a three-year term, with said term expiring in March, 2021.

BACKGROUND:

Appointee has indicated a willingness to serve on the Board.

RECOMMENDATION:

Staff recommends Council confirm this Mayoral Appointment.



Consent Agenda 7.A.

City Council Regular

Meeting Date: March 5, 2018

Submitted By: Amber Fisher, Accounts Payable Clerk, Finance

SUBJECT:

Consider approving Claims in the amount of \$337,745.26

Attachments

Claims List 3-5-18

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
121139	99-10159	LAWRENCE COUNTY NEWSPAPERS,	LEGAL NOTICE-PUBLIC HEARI	2/2018	16213	58.60
122355	99-10160	MERRIFIELD OFFICE SOLUTIONS	MISC SUPPLIES	2/2018	0139581-001	122.48
122484	99-10160	MERRIFIELD OFFICE SOLUTIONS	SCOPY PAPER	2/2018	0139640-001	44.98
122354	99-10351	THE BOYD GROUP (US) INC	REPAIR DAMAGED UNIT	2/2018	5010311003	1,509.00
121111	99-10377	GREEN COUNTRY SHREDDING &	R32 GAL CONTAINERS	2/2018	41706	30.00
122328	99-10452	BROGDON, TYLER	MEAL REIMBURSEMENT	2/2018	2/13-23/18 122328	337.00
121993	99-10488	ADMIRAL EXPRESS LLC	MISC OFFICE SUPPLIES	2/2018	1939662-0	26.79
122481	99-10488	ADMIRAL EXPRESS LLC	MISC JANITORIAL SUPPLIES	2/2018	1939803-0	60.72
121898	99-10544	MARTIN, CLAUDETTE	MEAL REIMBURSEMENT	2/2018	2/22/18 121898	12.00
121897	99-10603	SCHNEIDER, HOLLY	MEAL REIMBURSEMENT	2/2018	2/22/18 121897	12.00
121619	99-141	LOCKE SUPPLY CO.	MISC PLBG/ELEC PARTS	2/2018	33668435-00	15.40
121830	99-141	LOCKE SUPPLY CO.	MISC PARTS FOR BLDG MAINT	2/2018	33672582-00	167.89
120360	99-161	CREEK COUNTY RURAL WTR #4	SEWER FOR STAT 4	3/2018	741 1/29-2/26/18	145.00
121389	99-1850	AMERICAN HERITAGE BANK	SAFE DEPOSIT BOX RENTAL	2/2018	2482 2/2/18-2/2/19	75.00
122063	99-265	RABY PLUMBING, INC.	REPAIR TOILET-WOMENS BATH	3/2018	19844	100.68
122495	99-274	CITY MANAGEMENT ASSOC OF	OKSEMINAR FEE-JAN 24-26	2/2018	J RILEY 2018 1/24	295.00
122629	99-28	OG&E	FEB 2018 ELEC CHARGES	3/2018	2/21/18 122629	5,551.97
121842	99-3128	CASCO INDUSTRIES, INC.	HELMETS AND SHIELDS	2/2018	191956	573.00
122056	99-369	CREEK COUNTY ELECTION BRD	PRIMARY/GENERAL ELECTION	2/2018	2/22/18 122056	772.22
122159	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR VEHICLES	2/2018	153-488863	44.36
120705	99-3822	TYLER TECHNOLOGIES, INC	ONLINE CREDIT CARD FEES	2/2018	025-215375	125.00
122627	99-3822	TYLER TECHNOLOGIES, INC	SRVC, MAINT, APP-HANDHELD	2/2018	025-214855	2,283.00
120148	99-39	WAL-MART	MISC BLDG MAINT ITEMS	2/2018	008580 2/8/18	59.97
121600	99-39	WAL-MART	MISC SUPPLIES FOR MAINT	2/2018	017320B 1/17/18	12.97
121847	99-39	WAL-MART	MISC JANITORIAL SUPPLIES	2/2018	017320A 1/17/18	152.20
122115	99-39	WAL-MART	MISC JANITORIAL SUPPLIES	2/2018	012047 1/12/18	40.76
122128	99-39	WAL-MART	PRINTING SUPPLIES	2/2018	012047A 1/12/18	91.46
122167	99-39	WAL-MART	MISC SUPPLIES FOR STATION	2/2018	017320 1/17/18	109.00
122172	99-39	WAL-MART	HP PRINTERS	2/2018	005356A 2/5/18	197.72
122300	99-39	WAL-MART	BINDERS/KLEENEX	2/2018	001621 2/1/18	29.80
122329	99-39	WAL-MART	HARD DRIVE-DETECTIVES	2/2018	025512 1/25/18	59.00
122360	99-3977	RANDY ARNOLD	MEAL REIMBURSEMENT	2/2018	2/8/18 122360	12.00
122247	99-4004	H & M HEAT & AIR CONDITION	REPAIR HEATER IN BAY	2/2018	40027	722.00
120646	99-4047	SHOW, INC.	SHREDDING PICK UP	2/2018	18260	20.00
121405	99-4047	SHOW, INC.	CLEAN UP TRASH/LEAVES	2/2018	18259	40.00
120394	99-4269	CREEK COUNTY RURAL WTR #3	WATER BILL-GUN RANGE	3/2018	33975 1/18-2/15/18	24.00
120779	99-4690	TOTAL RADIO, INC	AGRMNT-MAINT STORM SIRENS	3/2018	80000841	588.00
122361	99-4690	TOTAL RADIO, INC	REPAIR ANTENNA	2/2018	217000319-1	340.00
120927	99-5046	GERALD L. PRICE	BATTERIES FOR ALL ENGINES	2/2018	14742	221.70
121390	99-5224	OKLAHOMA MUNICIPAL CLERKS,	ANNUAL DUES-TREASURER	2/2018	P VANN 121390	30.00
122336	99-5388	OFFICE DEPOT 25022426	SHRINK WRAP	2/2018	103562459001	127.98
122430	99-5388	OFFICE DEPOT 25022426	MISC OFFICE SUPPLIES	2/2018	108182311001	62.11
122479	99-5388	OFFICE DEPOT 25022426	MISC SUPPLIES	2/2018	107875284001	103.60
122611	99-6181	IFSTA-FIRE PROTECTION PUBLI	FF ESSENTIALS 6TH EDITION	2/2018	100599	75.50
121110	99-6457	CRAWFORD & ASSOCIATES, PC	CONSULT/ADVISORY SRVCS	2/2018	11299	7,890.00
120443	99-6554	PITNEY BOWES INC	MONTHLY POSTAGE FEES	3/2018	2/28/18 120443	1,000.00
120045	99-6575	STATE OF OKLAHOMA	OLET MONTHLY FEE	2/2018	01-1801877	700.00
122365	99-6575	STATE OF OKLAHOMA	ANNUAL USER FEE	2/2018	01-1802127	300.00
120158	99-6646	FASTENAL COMPANY INC	MISC PARTS-EQUIP MAINT	2/2018	OKSAP152593	24.58
120153	99-7868	WESTLAKE HARDWARE INC	MISC ITEMS-ALL STATIONS	2/2018	8136324	76.13

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
122174	99-8016	NORTHERN SAFETY COMPANY	INPUMP	2/2018	902805894	732.65
122240	99-8016	NORTHERN SAFETY COMPANY	INDISP RESPIRATOR MASKS	2/2018	902816100	133.50
121666	99-8074	SPECIAL OPS UNIFORMS, INC	NEW HIRE UNIFORMS	2/2018	780508	686.07
121882	99-8074	SPECIAL OPS UNIFORMS, INC	UNIFORMS FOR NEW OFFICERS	2/2018	781506	1,690.56
121899A	99-8074	SPECIAL OPS UNIFORMS, INC	MISC UNIFORM ITEMS	2/2018	781464	184.99
122330	99-8216	HILAND DAIRY FOODS CO.LLC	MILK FOR PRISONERS	2/2018	9065266	80.00
121983	99-8269	NAFECO, INC.	BUNKER PANTS	2/2018	915351	707.50
120361	99-8469	SAPULPA RURAL WATER	WATER USAGE STAT 4	3/2018	48003 1/11-2/16/18	126.70
122531	99-8539	CROW BURLNGAME COMPANY	CLEANING SOLVENT	2/2018	106-4258	389.97
122533	99-8539	CROW BURLNGAME COMPANY	OIL/FILTER/WIPER BLADES	2/2018	106-4226	55.86
122067	99-86	CITY CLERK'S PETTY CASH	REIMBURSE PETTY CASH	3/2018	3/1/18 122067	669.45
122068	99-86	CITY CLERK'S PETTY CASH	REIMBURSE PETTY CASH	3/2018	3/1/18 122068	149.85
122337	99-8792	K & T TRUCKING AND SITE	CLE20YD CONTAINER	2/2018	9762	275.00
122486	99-8792	K & T TRUCKING AND SITE	CLEDUMPSTER FOR CLEAN UP	2/2018	22618	290.00
120327	99-8817	DE LAGE LANDEN PUBLIC	FINANCOPIER/PRINTER LEASE	2/2018	58208799	150.00
121109	99-8846	ARLEDGE & ASSOCIATES, P.C.	BILLING ON AUDIT FY 16/17	2/2018	28782	22,144.00
122170	99-8936	CONRAD FIRE EQUIPMENT, INC.	MISC PARTS-VEHICLE MAINT	2/2018	525304	213.95
122600	99-8936	CONRAD FIRE EQUIPMENT, INC.	L31 ROTATOR LIGHTS	2/2018	525505	970.38
122340	99-9027	SOLE, MIKE	MEAL REIMBURSEMENT	2/2018	2/15-16/18 122340	24.00
121846	99-9173	ALL MAINTENANCE SUPPLY, INC	MISC JANITORIAL SUPPLIES	2/2018	65986-01	79.90
121391	99-9228	GOV'T FINANCE OFFICERS	ASSOMEMBERSHIP DUES-VANN	2/2018	P VANN 2018 121391	25.00
122108	99-9590	CASTLECOM, LLC	REPAIR VOICEMAIL SYSTEM	2/2018	12582	434.25
120541	99-9630	MAC KFC, LLC	FOOD FOR ADMIN MEETING	2/2018	4588 2/19/18	62.97
121167	99-9836	WRIGHT EXPRESS FINANCIAL	SVFEBRUARY 2018 FUEL/OIL	2/2018	53228081	11,712.96
120019	99-9859	VERIZON WIRELESS SERVICES	LMOBILE BROADBAND PLAN	2/2018	9801392809	40.01
120036	99-9996	ALLIANCE MAINTENANCE, INC.	JANITORIAL SERVICES	2/2018	101435	1,595.00
120446	99-9996	ALLIANCE MAINTENANCE, INC.	JAN SRVCS-CITY HALL/ANNEX	2/2018	101439	947.50
FUND TOTAL:						70,044.59

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

122484	99-10160	MERRIFIELD OFFICE SOLUTIONS	SCOPY PAPER	2/2018	0139640-001	44.99
122481	99-10488	ADMIRAL EXPRESS LLC	MISC JANITORIAL SUPPLIES	2/2018	1939803-0	60.72
121041	99-10558	TECHNICAL PROGRAMMING	SERVIBILLING SERVICES	2/2018	100831	3,289.65
121966	99-10560	CORE & MAIN LP	REPAIR LEAK-16" LINE	2/2018	H806427	31,500.00
122014	99-1443	BRENNTAG SOUTHWEST, INC.	SODIUM PERMANGANATE	2/2018	BSW936675	4,175.10
122459	99-1443	BRENNTAG SOUTHWEST, INC.	ACH	2/2018	BSW936915	17,357.38
120233	99-1575	FIZZ-O WATER CO., INC.	WATER FOR LAB TESTING	2/2018	1159211	54.65
121744	99-265	RABY PLUMBING, INC.	UNPLUG FLOOR DRAIN	2/2018	19411	222.50
122063	99-265	RABY PLUMBING, INC.	REPAIR TOILET-WOMENS BATH	3/2018	19844	100.69
122629	99-28	OG&E	FEB 2018 ELEC CHARGES	3/2018	2/21/18 122629	28,984.36
121073	99-2959	DAVIDSON AND DAVIDSON	ENTERFIRE HOSE FITTINGS	2/2018	0124912-IN	90.20
120235	99-3373	BIO-AQUATIC TESTING INC.	QRTLY TESTING-DEQ REQUIRE	2/2018	52447	1,800.00
119369	99-3593	CITY OF TULSA	METER CONNECT FEE-POLSON	2/2018	107001042 2/5/18	449.59
120705	99-3822	TYLER TECHNOLOGIES, INC	ONLINE CREDIT CARD FEES	2/2018	025-215375	301.00
122627	99-3822	TYLER TECHNOLOGIES, INC	SRVC, MAINT, APP-HANDHELD	2/2018	025-214855	5,087.25
120816	99-3881	FHC, INC. DBA TETRA TECH	FHWASTEWATER DEV-SENEGENCE	2/2018	51282286	4,575.00
121044	99-39	WAL-MART	SEAT COVER	2/2018	007397 2/7/18	19.88
121405	99-4047	SHOW, INC.	CLEAN UP TRASH/LEAVES	2/2018	18259	40.00
101174	99-4112	ACCURATE ENVIRONMENTAL INC.	Q4 2017 INFLU/EFF	2/2018	7L13008	980.00

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
120234	99-4112	ACCURATE ENVIRONMENTAL INC.	DEQ REQUIRED TESTING	2/2018	8A12013	180.00
121731	99-4112	ACCURATE ENVIRONMENTAL INC.	IN HOUSE TESTING	2/2018	SU27780	533.74
122022	99-4112	ACCURATE ENVIRONMENTAL INC.	OPEDS (FEB)	2/2018	AB08050	100.00
122474	99-4112	ACCURATE ENVIRONMENTAL INC.	FEB LT2	2/2018	AB14062	400.00
121072	99-4253	US ARMY CORPS OF ENGINEERS	SKIATOOK LAKE FEES	2/2018	8660	35,300.40
122455	99-4839	GELCO UNIFORMS & SHOES,	INSAFETY BOOTS	2/2018	230739	224.98
122454	99-5388	OFFICE DEPOT 25022426	MISC OFFICE SUPPLIES	2/2018	106326719001	161.17
120289	99-5493	AQUARIUS ENTERPRISES INCORPDI	BOTTLE RENTAL	2/2018	242684	13.00
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	2/2018	8241457100	141.71
120711	99-7821	CREEK COUNTY RURAL WATER	#2WATER	2/2018	4094 12/27-1/28/18	85.50
122533	99-8539	CROW BURLLNGAME COMPANY	OIL/FILTER/WIPER BLADES	2/2018	106-4226	9.90
122068	99-86	CITY CLERK'S PETTY CASH	REIMBURSE PETTY CASH	3/2018	3/1/18 122068	48.50
120318	99-9202	AT&T	DEDICATED PHONE-SKIATOOK	2/2018	9182462544 1/15/18	106.30
120485	99-9207	S2 ENGINEERING SERVICES,	PLENGINEERING CONTRACT	2/2018	06-552	5,000.00
119368	99-9393	AIRLINK INTERNET SVCS	CAMERA NETWORK FEE	2/2018	63353	599.80
122452	99-9788	MATRIX SERVICE INC.	CLEANING OF CLARIFIERS	2/2018	214FE13014	9,879.25
121167	99-9836	WRIGHT EXPRESS FINANCIAL	SVFEBRUARY 2018 FUEL/OIL	2/2018	53228081	1,215.54
120295	99-9890	EMPIRE PAPER CO	CLEANING SUPPLIES	2/2018	0391040	330.95
120446	99-9996	ALLIANCE MAINTENANCE, INC.	JAN SRVCS-CITY HALL/ANNEX	2/2018	101439	947.50
FUND TOTAL:						154,411.20

FUND: 29 - STORMWATER MANAGEMENT

SUMMARY REPORT

113690	99-10627	CLARK SIGNS INC	SIGN FOR PARK BENCH	2/2018	18-070	60.00
121310	99-2223	MAXWELL SUPPLY, INC.	PAINT/FLAG/PAINT STICK	2/2018	455104	129.48
122629	99-28	OG&E	FEB 2018 ELEC CHARGES	3/2018	2/21/18 122629	70.34
117468	99-5367	SOUTHSIDE MOWERS, INC.	CHAIN SAW PARTS	2/2018	135418	24.22
121311	99-7868	WESTLAKE HARDWARE INC	LIHT BULBS	2/2018	8136277	41.93
120782A	99-9738	JACQUELYN BROOKE KONONCHUK	SERVICE AGREEMENT	2/2018	FEB-18	4,614.00
121167	99-9836	WRIGHT EXPRESS FINANCIAL	SVFEBRUARY 2018 FUEL/OIL	2/2018	53228081	364.81
FUND TOTAL:						5,304.78

FUND: 30 - STREET & ALLEY

SUMMARY REPORT

122629	99-28	OG&E	FEB 2018 ELEC CHARGES	3/2018	2/21/18 122629	449.06
122532	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR CHEVY 3500	2/2018	153-489837	99.02
122628	99-6158	OCT EQUIPMENT, LLC	SERVICE CALL-PADFOOT ROLL	3/2018	Z17082	402.00
122527	99-8539	CROW BURLLNGAME COMPANY	MISC PARTS FOR TRUCK	2/2018	106-3780	142.70
122529	99-8539	CROW BURLLNGAME COMPANY	RADIATOR/ANTIFREEZE	2/2018	106-4160	230.50
122534	99-8539	CROW BURLLNGAME COMPANY	RADIATOR CAP/HEATER HOSE	2/2018	106-4249	12.37
119695	99-9572	YELLOWHOUSE MACHINERY CO	OFKEYS FOR EQUIPMENT	2/2018	309819	93.42
121167	99-9836	WRIGHT EXPRESS FINANCIAL	SVFEBRUARY 2018 FUEL/OIL	2/2018	53228081	3,593.04
FUND TOTAL:						5,022.11

FUND: 31 - CEMETERY MAINTENANCE

SUMMARY REPORT

122553	99-10065	KUBOTA OF NORTHWEST ARKANSALIFT	PINS FOR TRACTOR	2/2018	P14920	15.50
122555	99-10065	KUBOTA OF NORTHWEST ARKANSAWINDOW	LATCH	2/2018	P15021	49.33
122629	99-28	OG&E	FEB 2018 ELEC CHARGES	3/2018	2/21/18 122629	256.59
120624	99-3707	O'REILLY AUTOMOTIVE INC	EQUIPMENT REPAIR	2/2018	153-489388	56.56

FUND: 31 - CEMETERY MAINTENANCE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
121544	99-5367	SOUTHSIDE MOWERS, INC.	50 GAL SKID SPRAYER	2/2018	135390	2,799.00
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	2/2018	8241457097	14.16
122552	99-7704	AUTOZONE, INC.	BATTERY FOR VAN	2/2018	0525713904	118.99
122528	99-8539	CROW BURLLNGAME COMPANY	AIR DRYER/HOSE-FREIGHTLIN	2/2018	106-3933	567.01
122530	99-8539	CROW BURLLNGAME COMPANY	FILTERS/OIL-FREIGHTLINER	2/2018	106-4096	197.99
122554	99-8999	KEIGLEY, SCOTT	CNG LICENSE RENEWAL	2/2018	2/16/18 122554	50.00
122551	99-9558	WINFIELD SOLUTIONS, LLC	STRIKE/DIMENSION CHEMICAL	2/2018	62128497	3,621.25
122550	99-9632	BWI COMPANIES INC	CHEMICALS	2/2018	14582232	2,252.12
121167	99-9836	WRIGHT EXPRESS FINANCIAL	SVFEBRUARY 2018 FUEL/OIL	2/2018	53228081	388.70
FUND TOTAL:						10,387.20

FUND: 32 - HUNTING & FISHING

SUMMARY REPORT

120710	99-10516	HINSCH MARY	COMMISSION SALES	2/2018	121889	27.50
122629	99-28	OG&E	FEB 2018 ELEC CHARGES	3/2018	2/21/18 122629	1,434.28
120720	99-4269	CREEK COUNTY RURAL WTR #3	WATER BILL @SAHOMA LAKE	3/2018	24027 1/25-2/23/18	63.00
120567	99-5482	CRYSTAL LAKE FISHERIES, INC	STOCK RAINBOW TROUT	2/2018	17017	1,125.00
122175	99-68	A & M ELECTRIC, INC	SERVICE CALL W/REPAIRS	2/2018	5515	110.00
122184	99-8007	ADVANCED INDUSTRIAL SOLUTIO	JANITORIAL SUPPLIES	2/2018	234669	100.22
FUND TOTAL:						2,860.00

FUND: 33 - GOLF COURSE

SUMMARY REPORT

121768	99-175	STANDARD DISTRIBUTING INC	RESTOCK GRILL	2/2018	320742	117.92
122629	99-28	OG&E	FEB 2018 ELEC CHARGES	3/2018	2/21/18 122629	770.21
121765	99-39	WAL-MART	MISC ITEMS FOR CONCESSION	2/2018	018051 1/18/18	216.37
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	2/2018	8241457102	15.06
120517	99-8108	AT&T ADVERTISING & PUBLISH	MONTHLY PAYMENTS	2/2018	1300020635 2/13/18	33.00
122280	99-8442	SYSCO FOODS SERVICES OF OKL	RESTOCK GRILL	2/2018	126311516	427.12
122068	99-86	CITY CLERK'S PETTY CASH	REIMBURSE PETTY CASH	3/2018	3/1/18 122068	294.14
121871	99-8951	REGAL CHEMICAL COMPANY	MISC CHEMICALS	2/2018	0456771	2,873.17
122286	99-9107	ROGER CLEVELAND GOLF CO,	INSRING BALL ORDER	2/2018	5311380 SO	1,129.92
FUND TOTAL:						5,876.91

FUND: 34 - LIBRARY

SUMMARY REPORT

122407	99-265	RABY PLUMBING, INC.	REPAIR BATHROOM/DRAINS	2/2018	19676	767.50
122629	99-28	OG&E	FEB 2018 ELEC CHARGES	3/2018	2/21/18 122629	1,111.13
121346	99-3791	POSSUM GRAPE RHK, INC.	SPECIALIZED BOOKS	3/2018	257 RHK-19970	1,381.65
121347	99-3791	POSSUM GRAPE RHK, INC.	SPECIALIZED BOOKS	3/2018	257 RHK-19972	1,408.95
121700	99-3791	POSSUM GRAPE RHK, INC.	SPECIALIZED NON FICTION	3/2018	257 RHK-19971	1,169.01
121702	99-3791	POSSUM GRAPE RHK, INC.	SPECIALIZED BOOKS	3/2018	257 RHK-19986	523.02
121708	99-39	WAL-MART	MIS JANITORIAL SUPPLIES	2/2018	031233 1/31/18	185.60
120123	99-4047	SHOW, INC.	RECYCLING	2/2018	18246	30.00
122408	99-7020	GALE GROUP	DATABASE RENEWAL	2/2018	63203278	1,846.78
122406	99-9685	CENTURION HOLDINGS I LLC	SMART SHIELD RENEWAL	2/2018	8832312579	421.59
FUND TOTAL:						8,845.23

FUND: 35 - PARKS & RECREATION

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
122199	99-10071	PLAY BY DESIGN INC	WOOD MULCH	2/2018	2534	6,000.00
122194	99-10225	CARLTON E CLINE	CANOPY AT LIBERTY PARK	2/2018	1369	450.00
122190	99-141	LOCKE SUPPLY CO.	PLUMBING PARTS-PARK BATHR	3/2018	33703785-00	63.75
122629	99-28	OG&E	FEB 2018 ELEC CHARGES	3/2018	2/21/18 122629	4,840.37
122178	99-39	WAL-MART	CONCESSION SUPPLIES	2/2018	023372 1/23/18	83.88
122186	99-39	WAL-MART	REPLACE FLOOR MAT	2/2018	029940 1/29/18	19.82
121104	99-4700	COX COMMUNICATIONS	CABLE-SENIOR & REC CENTER	2/2018	065575601 2/21/18	13.18
121104	99-4700	COX COMMUNICATIONS	CABLE-SENIOR & REC CENTER	3/2018	028122401 2/25/18	37.10
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	2/2018	8241457101	11.52
121924	99-8007	ADVANCED INDUSTRIAL SOLUTIONS	JANITORIAL SUPPLIES	2/2018	234557	52.28
120563	99-9226	BREAN K FOWLER	WEBMASTER SERVICES	2/2018	SP2182018	775.00
122551	99-9558	WINFIELD SOLUTIONS, LLC	STRIKE/DIMENSION CHEMICAL	2/2018	62128502	593.75
120552	99-9595	CAMPBELL WENDY	DATA ENTRY-TRACKING PROGR	2/2018	1/15-29/18 120552	690.00
122550	99-9632	BWI COMPANIES INC	CHEMICALS	2/2018	14588603	2,173.66
121167	99-9836	WRIGHT EXPRESS FINANCIAL SV	FEBRUARY 2018 FUEL/OIL	2/2018	53228081	268.67
FUND TOTAL:						16,072.98

FUND: 36 - SWIMMING POOL SUMMARY REPORT

122629	99-28	OG&E	FEB 2018 ELEC CHARGES	3/2018	2/21/18 122629	238.37
FUND TOTAL:						238.37

FUND: 41 - POLICE CASH SUMMARY REPORT

122341	99-68	A & M ELECTRIC, INC	CONVERT LIGHTS TO LED	2/2018	5496	2,050.00
FUND TOTAL:						2,050.00

FUND: 44 - MAJOR THOROFARE SUMMARY REPORT

120445	99-2507	SIGNALTEK, INC	ANN MAINTENANCE AGREEMENT	2/2018	13830	650.00
122629	99-28	OG&E	FEB 2018 ELEC CHARGES	3/2018	2/21/18 122629	1,588.95
FUND TOTAL:						2,238.95

FUND: 45 - CAPITAL IMPROVEMENTS SUMMARY REPORT

120617	99-7979	DEERE & COMPANY dba JOHN DE	JOHN DEERE TRACTOR	2/2018	116074168	78,343.34
FUND TOTAL:						78,343.34

FUND: 46 - WATER & SEWER SALES TAX SUMMARY REPORT

122271	99-10160	MERRIFIELD OFFICE SOLUTIONS	BLACK INK CART-CAMERA VAN	2/2018	0139935-001	219.96
122263	99-10560	CORE & MAIN LP	MISC BOLTS/DRESSERS	2/2018	I418909	65.07
122267	99-10560	CORE & MAIN LP	MISC ITEMS FOR JOBS	2/2018	I452898	557.72
122274	99-10560	CORE & MAIN LP	12" CAP	2/2018	I481926	64.40
122268	99-141	LOCKE SUPPLY CO.	PRIMER/GLUE	2/2018	33655723-00	54.08
122629	99-28	OG&E	FEB 2018 ELEC CHARGES	3/2018	2/21/18 122629	541.90
119771	99-3321	CENTRAL TECH	MONTHLY CMOM SAFE CLASSES	2/2018	18-7174	210.00
122273	99-3474	WELDON PARTS OF TULSA	LUBE CAP-AXLE WHEEL BEARI	2/2018	2039962-00	42.74
122703	99-3707	O'REILLY AUTOMOTIVE INC	WIPER BLADES	2/2018	153-489851	22.92
122260	99-39	WAL-MART	VACUUM CLEANER/BATTERIES	2/2018	024770 1/24/18	59.26

FUND: 46 - WATER & SEWER SALES TAX

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
122262	99-39	WAL-MART	MISC CLEANERS/SANITIZERS	2/2018	029820 1/29/18	25.95
121797	99-5462	PATRIOT 2000 INC dba PATRIOSAW	BLADES-CUTTING PIPE	2/2018	A08228	687.00
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	2/2018	8241457103	10.64
122261	99-68	A & M ELECTRIC, INC	REPAIR/REPLACE LIGHT	2/2018	5516	134.00
121795	99-7080	TULSA GRASS & SOD FARMS,	INSOD FOR YARD REPAIRS	2/2018	0105872-IN	110.00
122270	99-8211	LES'S DIESEL SERVICE LLC	REPAIR VAC TRUCK	2/2018	180209	8,546.98
122266	99-8965	CHERRY TRUCKING & DIRT SALES	SANDY LOOM DIRT	2/2018	6371	260.00
122264	99-9080	J & R EQUIPMENT, LLC	SEWER HOSE	2/2018	36540	1,883.55
122265	99-9080	J & R EQUIPMENT, LLC	HOSE/VALVES-VAC TRUCK	2/2018	36542	642.35
121796	99-9553	GELCO SUPPLY dba ROOTX INC.		2/2018	51435	3,810.00
121167	99-9836	WRIGHT EXPRESS FINANCIAL	SVFEBRUARY 2018 FUEL/OIL	2/2018	53228081	1,814.09

FUND TOTAL: 19,762.61

FUND: 47 - VAC/SPAY/NEUTR ESCRW FUND

SUMMARY REPORT

122356	99-8803	SPAY OKLAHOMA, INC	SPAY/NEUTER	2/2018	1/2-31/18 122356	1,440.00
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FUND TOTAL: 1,440.00

FUND: 48 - WATER RESOURCE

SUMMARY REPORT

122267	99-10560	CORE & MAIN LP	MISC ITEMS FOR JOBS	2/2018	I452898	55.20
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FUND TOTAL: 55.20

FUND: 57 - E-911 FUND

SUMMARY REPORT

121297	99-133	INCOG	E-911 CHARGES	2/2018	E-001247	4,895.88
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FUND TOTAL: 4,895.88

FUND: 65 - STREET IMP.SALES TAX

SUMMARY REPORT

122051	99-10599	STEVEN M HAGOOD	PRECAST CONCRETE BRIDGE	2/2018	1033	86,000.00
111311R	99-7633	TRAFFIC ENGINEERING CONSULT	REPLACE LIGHT-DEWEY AVE	2/2018	11634	2,450.00
111312R	99-7633	TRAFFIC ENGINEERING CONSULT	UPGRADE LIGHT-TAFT/HICKOR	2/2018	11635	2,907.00

FUND TOTAL: 91,357.00

FUND: 81 - G.O. BOND SINKING FUND

SUMMARY REPORT

121375	99-9620	UMB, CORPORATE TRUST DEPT.	DEBT SRVC PAYMENTS	2/2018	SERIES2015A 4/1/18	38,017.50
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FUND TOTAL: 38,017.50

GRAND TOTAL: 517,223.85

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
2/2018	10	501-301	TRAINING & TRAVEL	62.97	
2/2018	10	501-320	ELECTION EXPENSE	772.22	
2/2018	10	502-301	TRAINING AND TRAVEL	295.00	
2/2018	10	503-351	MAINTENANCE-EQUIPMENT	203.00	
2/2018	10	505-302	DUES AND SUBSCRIPTONS	30.00	
2/2018	10	505-315	FEES AND OTHER CHARGES	75.00	
2/2018	10	506-201	OFFICE SUPPLIES	62.11	
2/2018	10	508-214	OPERATIONAL SUPPLIES	389.97	
2/2018	10	508-221	FUEL AND OIL	44.00	
2/2018	10	508-352	MAINTENANCE-VEHICLES	24.90	
2/2018	10	509-302	DUES & SUBSCRIPTIONS	25.00	
2/2018	10	509-311	PROFESSIONAL SERVICES	30,034.00	
2/2018	10	510-201	OFFICE SUPPLIES	55.61	
2/2018	10	510-351	MAINTENANCE-EQUIPMENT	125.00	
2/2018	10	511-201	OFFICE SUPPLIES	26.79	
2/2018	10	511-211	JANITORIAL SUPPLIES	232.10	
2/2018	10	511-214	OPERATIONAL SUPPLIES	185.13	
2/2018	10	511-221	FUEL AND OIL	4,256.35	
2/2018	10	511-241	SAFETY EQUIPMENT	1,414.00	
2/2018	10	511-260	MINOR EQUIPMENT & FURNISHINGS	197.72	
2/2018	10	511-301	TRAINING AND TRAVEL	75.50	
2/2018	10	511-351	MAINTENANCE-EQUIPMENT	785.60	
2/2018	10	511-352	MAINTENANCE-VEHICLES	1,450.39	
2/2018	10	511-353	MAINT-BUILDINGS & FIXTURE	949.86	
2/2018	10	511-505	LEASE PAYMENTS	150.00	
2/2018	10	512-141	CONTRACT LABOR	1,595.00	
2/2018	10	512-201	OFFICE SUPPLIES	89.49	
2/2018	10	512-211	JANITORIAL SUPPLIES	32.99	
2/2018	10	512-214	OPERATIONAL SUPPLIES	481.98	
2/2018	10	512-221	FUEL AND OIL	7,081.67	
2/2018	10	512-301	TRAINING AND TRAVEL	397.00	
2/2018	10	512-302	DUES AND SUBSCRIPTIONS	300.00	
2/2018	10	512-314	UNIFORM CLEANING	2,561.62	
2/2018	10	512-321	PRISONER CARE	80.00	
2/2018	10	512-332	COMMUNICATIONS	40.01	
2/2018	10	512-351	MAINTENANCE-EQUIPMENT	1,134.25	
2/2018	10	512-352	MAINTENANCE-VEHICLES	1,509.00	
2/2018	10	512-353	MAINTENANCE-BUILDINGS	340.00	
2/2018	10	513-211	JANITORIAL SUPPLIES	40.76	
2/2018	10	513-221	FUEL & OIL	259.55	
2/2018	10	513-313	PRINTING	91.46	
2/2018	10	513-352	MAINT - VEHICLES	30.96	
2/2018	10	515-221	FUEL AND OIL	39.97	
2/2018	10	515-312	ADVERTISING (BIDS)	58.60	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
2/2018	10	517-201	OFFICE SUPPLIES	29.80	
2/2018	10	517-221	FUEL AND OIL	31.42	
2/2018	10	518-317	ABATEMENT DEMOLITION	290.00	
2/2018	10	590-141	CONTRACT LABOR	987.50	
2/2018	10	590-201	OFFICE SUPPLIES	44.98	
2/2018	10	590-211	JANITOR SUPPLIES	108.71	
2/2018	10	590-315	FEES & OTHER CHARGES	30.00	
2/2018	10	590-351	MAINTENANCE-EQUIPMENT	2,080.00	61,688.94
2/2018	20	523-221	FUEL AND OIL	625.16	
2/2018	20	523-311	PROFESSIONAL SERVICES	3,289.65	
2/2018	20	523-314	UNIFORM CLEANING	21.14	
2/2018	20	523-351	MAINTENANCE-EQUIPMENT	3,308.25	
2/2018	20	523-352	MAINTENANCE-VEHICLES	19.88	
2/2018	20	524-201	OFFICE SUPPLIES	161.17	
2/2018	20	524-211	JANITORIAL SUPPLIES	330.95	
2/2018	20	524-212	CHEMICALS	21,532.48	
2/2018	20	524-221	FUEL & OIL	45.75	
2/2018	20	524-241	SAFETY SUPPLIES	224.98	
2/2018	20	524-311	PROFESSIONAL SERVICES	10,379.25	
2/2018	20	524-314	UNIFORM CLEANING	87.17	
2/2018	20	524-315B	FEES & OTHR CHGS-SKIATOOK	4,915.07	
2/2018	20	524-322	WATER PURCHASE	449.59	
2/2018	20	524-332	COMMUNICATIONS	599.80	
2/2018	20	524-341	RENTAL OF EQUIPMENT	13.00	
2/2018	20	524-354	MAINTENANCE-FACILITIES	90.20	
2/2018	20	524-504	DEBT SERVICE - WATER RIGHTS	30,491.63	
2/2018	20	525-214-.01	OPERATING SUPPLIES-LAB	588.39	
2/2018	20	525-221	FUEL & OIL	544.63	
2/2018	20	525-311	PROFESSIONAL SERVICES	4,575.00	
2/2018	20	525-311D	PROF SERVICES-TESTING	1,980.00	
2/2018	20	525-314	UNIFORM CLEANING	33.40	
2/2018	20	525-331	UTILITIES	85.50	
2/2018	20	525-352	MAINT-VEHICLES	9.90	
2/2018	20	525-353	MAINT-BUILDING/FIXTURES	222.50	
2/2018	20	528-141	CONTRACT LABOR	5,000.00	
2/2018	20	528-311D	PROFESSIONAL SERV - TESTING	980.00	
2/2018	20	590-141	CONTRACT LABOR	987.50	
2/2018	20	590-201	OFFICE SUPPLIES	44.99	
2/2018	20	590-211	JANITORIAL SUPPLIES	60.72	
2/2018	20	590-351	EQUIPMENT MAINTENANCE	2,080.00	
2/2018	20	591-390	CONTINGENCY NOT BUDGETED	31,500.00	125,277.65
2/2018	29	529-141	CONTRACT LABOR	4,614.00	
2/2018	29	529-221	FUEL & OIL	364.81	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
2/2018	29	529-231	MINOR TOOLS	24.22	
2/2018	29	529-242	PUBLIC EDUCATION MATERIALS	60.00	
2/2018	29	529-353	MAINTENANCE-BUILDING & FIXTURE	41.93	
2/2018	29	529-354	MAINTENANCE-FACILITIES	129.48	5,234.44
2/2018	30	530-221	FUEL & OIL	3,593.04	
2/2018	30	530-351	MAINTENANCE-EQUIPMENT	192.44	
2/2018	30	530-352	MAINTENANCE-VEHICLES	385.57	4,171.05
2/2018	31	531-212	CHEMICALS	5,873.37	
2/2018	31	531-221	FUEL & OIL	388.70	
2/2018	31	531-302	DUES & SUBSCRIPTIONS	50.00	
2/2018	31	531-314	UNIFORM CLEANING	14.16	
2/2018	31	531-351	MAINTENANCE-EQUIPMENT	886.39	
2/2018	31	531-352	MAINTENANCE-VEHICLES	118.99	
2/2018	31	531-401	EQUIPMENT	2,799.00	10,130.61
2/2018	32	532-142	PERMIT SALES COMMISSION	27.50	
2/2018	32	532-211	JANITORIAL SUPPLIES	100.22	
2/2018	32	532-354	MAINTENANCE-FACILITIES	110.00	
2/2018	32	532-405A	FISH STOCKINGS	1,125.00	1,362.72
2/2018	33	533-212	CHEMICALS	2,873.17	
2/2018	33	533-213	CONCESSION SUPPLY	761.41	
2/2018	33	533-215	PRO SHOP SUPPLIES	1,129.92	
2/2018	33	533-312	ADVERTISING	33.00	
2/2018	33	533-314	UNIFORM CLEANING	15.06	4,812.56
2/2018	34	534-201	OFFICE SUPPLIES	185.60	
2/2018	34	534-302	DUES AND SUBSCRIPTIONS	1,846.78	
2/2018	34	534-353	MAINT/BUILDINGS	1,219.09	3,251.47
2/2018	35	535-141	CONTRACT LABOR	1,465.00	
2/2018	35	535-211	JANITORIAL SUPPLIES	72.10	
2/2018	35	535-212	CHEMICALS	2,767.41	
2/2018	35	535-213	CONCESSION SUPPLIES	83.88	
2/2018	35	535-221	FUEL AND OIL	268.67	
2/2018	35	535-314	UNIFORM CLEANING	11.52	
2/2018	35	535-332	COMMUNICATIONS	13.18	
2/2018	35	535-354	MAINTENANCE-FACILITIES	6,450.00	11,131.76
2/2018	41	541-401	EQUIPMENT	2,050.00	2,050.00
2/2018	44	544-354	MAINTENANCE-FACILITIES	650.00	650.00
2/2018	45	531-401	EQUIPMENT	78,343.34	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
					78,343.34
2/2018	46	1699	INVENTORY PURCHASED	290.72	
2/2018	46	546-212	CHEMICALS	3,810.00	
2/2018	46	546-214	OPERATIONAL SUPPLIES	687.00	
2/2018	46	546-221	FUEL AND OIL	1,814.09	
2/2018	46	546-241	SAFETY SUPPLIES	25.95	
2/2018	46	546-260	MINOR EQUIPMENT & FURNISHINGS	1,883.55	
2/2018	46	546-301	TRAINING AND TRAVEL	210.00	
2/2018	46	546-314	UNIFORM CLEANING	10.64	
2/2018	46	546-351	MAINTENANCE-EQUIPMENT	9,452.03	
2/2018	46	546-352	MAINTENANCE-VEHICLES	22.92	
2/2018	46	546-353	MAINTENANCE-BUILDINGS	193.26	
2/2018	46	546-354	MAINTENANCE-FACILITIES	820.55	19,220.71
2/2018	47	547-315	OTHER SERVICES & CHARGES	1,440.00	1,440.00
2/2018	48	1699	INVENTORY PURCHASED	55.20	55.20
2/2018	57	557-315-.01	FEES & OTHER CHARGES-WIRELESS	4,895.88	4,895.88
2/2018	65	565-311A	PROF SERVICES - ENGINEERING	5,357.00	
2/2018	65	565-405B	FACILITIES-CONTRACT	86,000.00	91,357.00
2/2018	81	581-501I	G.O. BOND INTEREST	38,017.50	38,017.50
3/2018	10	502-260	MINOR EQUIPMENT & FURNISHINGS	69.99	
3/2018	10	502-301	TRAINING AND TRAVEL	174.32	
3/2018	10	503-315	FEES & OTHER CHARGES	17.00	
3/2018	10	504-315	FEES & OTHER CHARGES	408.14	
3/2018	10	508-331	UTILITIES	222.42	
3/2018	10	511-331	UTILITIES	2,452.51	
3/2018	10	512-331	UTILITIES	1,665.38	
3/2018	10	512-352	MAINTENANCE-VEHICLES	42.50	
3/2018	10	513-331	UTILITIES	229.10	
3/2018	10	514-331	UTILITIES	338.26	
3/2018	10	514-351	MAINTENANCE-EQUIPMENT	588.00	
3/2018	10	515-315	FEES & OTHER CHARGES	96.00	
3/2018	10	590-202	POSTAGE	1,011.35	
3/2018	10	590-331	UTILITIES	940.00	
3/2018	10	590-353	MAINT-BUILDING & FIXTURES	100.68	8,355.65
3/2018	20	523-351	MAINTENANCE-EQUIPMENT	14.22	
3/2018	20	524-221	FUEL & OIL	34.28	
3/2018	20	524-331	UTILITIES	9,518.79	
3/2018	20	525-331	UTILITIES	18,525.56	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
3/2018	20	590-331	UTILITIES	940.01	
3/2018	20	590-353	BUILDING MAINTENANCE	100.69	29,133.55
3/2018	29	529-331	UTILITIES	70.34	70.34
3/2018	30	530-331	UTILITIES	449.06	
3/2018	30	530-351	MAINTENANCE-EQUIPMENT	402.00	851.06
3/2018	31	531-331	UTILITIES	256.59	256.59
3/2018	32	532-331	UTILITIES	1,497.28	1,497.28
3/2018	33	533-302	DUES AND SUBSCRIPTIONS	294.14	
3/2018	33	533-331	UTILITIES	770.21	1,064.35
3/2018	34	534-290	GRANT EXPENSE-OTHER	1,931.97	
3/2018	34	534-331	UTILITIES	1,111.13	
3/2018	34	534-407	BOOKS	2,550.66	5,593.76
3/2018	35	535-331	UTILITIES	4,840.37	
3/2018	35	535-332	COMMUNICATIONS	37.10	
3/2018	35	535-353	MAINT-BUILDINGS/FIXTURES	63.75	4,941.22
3/2018	36	536-331	UTILITIES	238.37	238.37
3/2018	44	544-331	UTILITIES	1,588.95	1,588.95
3/2018	46	546-331	UTILITIES	541.90	541.90
				GRAND TOTAL ESTIMATE:	0.00
				GRAND TOTAL ACTUAL:	517,223.85
				REPORT TOTAL:	517,223.85



AGENDA ITEM

Administration 10.A.

City Council Regular

Meeting Date: March 5, 2018

Submitted For: Rick Rumsey, Assistant City Manager

Submitted By: Amy Hoehner, Legal Assistant

Department: Assistant City Manager

Presented By: Rick Rumsey

SUBJECT:

Discuss and possible action regarding a Resolution of the City of Sapulpa, Oklahoma, Establishing "Reverend Ervin Ruth Boulevard" as the Honorary Name for That Portion of North Seventh Street Lying Between East Line Avenue and East Anderson Avenue, and Establishing an Effective Date.

BACKGROUND:

The City of Sapulpa received a request to name that part of 7th Street in front of Calvary Baptist Church to honor one of the Church's longest standing pastors, the late Reverend Ervin Ruth, as part of the its churches 100th Anniversary.

RECOMMENDATION:

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

Attachments

Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA, ESTABLISHING “REVEREND ERVIN RUTH BOULEVARD” AS THE HONORARY NAME FOR THAT PORTION OF NORTH SEVENTH STREET LYING BETWEEN EAST LINE AVENUE AND EAST ANDERSON AVENUE, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the late Reverend Ervin Ruth was well-known and one of the longest standing pastors of the Calvary Baptist Church located at 412 N. 7th Street, Sapulpa, Oklahoma; and

WHEREAS, that portion of North 7th Street lying between East Line Avenue and East Anderson Avenue is adjacent to the Calvary Baptist Church property and within the city limits of the City of Sapulpa; and

WHEREAS, the City of Sapulpa desires to recognize and honor Reverend Ruth for his dedication to the citizens and community of Sapulpa; and

WHEREAS, establishing an honorary name for that portion of 7th Street lying adjacent to the Calvary Baptist Church will demonstrate the sincere gratitude and appreciation of the City for Reverend Ruth’s service to the community.

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

Section 1. That the portion of North 7th Street lying between East Line Avenue and East Anderson Avenue also be named and known as “Reverend Ervin Ruth Boulevard”.

Section 2. That this addition in honorary name shall not become effective until thirty (30) days after the date of passage of this Resolution, so as to provide sufficient time for street sign changes to be implemented as per the change.

Section 3. That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED and APPROVED by the City Council of the City of Sapulpa, Oklahoma, and signed by the Mayor this ____ day of _____, 2018.

Reg Green, Mayor

ATTEST:

APPROVED AS TO FORM:

Shirley Burzio, City Clerk

David R. Widdoes, City Attorney



AGENDA ITEM

Administration 10.B.

City Council Regular

Meeting Date: March 5, 2018

Submitted By: Pam Vann, Finance Director

Department: Finance

Presented By: Pam Vann

SUBJECT:

Discuss 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 Library Fund in the amount of \$15,914.00 for the purpose of recognizing grant revenue and appropriating funds to be used on training, equipment, furnishings, and books.

BACKGROUND:

Council previously accepted a grant from the Oklahoma Department of Libraries. This represents State Aid funds for use by the Sapulpa Library for the training, equipment, furnishings, and books. This is an annual grant award to the Library.

RECOMMENDATION:

Staff recommends adoption of the resolution.

Attachments

Library Resolution 031918

Library Budget Adjustment 031918

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA, AMENDING THE FY 2017-2018 ANNUAL BUDGET BY INCREASING REVENUES AND APPROPRIATIONS IN THE LIBRARY FUND IN THE AMOUNT OF \$15,914.00 FOR THE PURPOSE OF RECOGNIZING GRANT REVENUE AND APPROPRIATING FUNDS TO BE USED ON TRAINING, EQUIPMENT, FURNISHINGS AND BOOKS.

WHEREAS, the City received a grant award from the Oklahoma Department of Libraries in the amount of for \$15,914.00 for the State Aid Grant for the 2017-2018 fiscal year, and

WHEREAS, the original budget did not included any expected State Aid Grant funds, and

WHEREAS, said grant funds will be used to purchase additional equipment, supplies, furniture, and books for the library, as well as provide for additional training,

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

LIBRARY FUND

(Increase)	34-4031 Grant	<u>\$15,914.00</u>
	Total Revenues Increase:	\$15,914.00
(Increase)	34-534-301B Training & Travel –State Aid	\$ 3,350.00
(Increase)	34-534-401A Equipment-State Aid Grant	5,314.00
(Increase)	34-534-402A Furniture-State Aid Grant	3,900.00
(Increase)	34-534-407A Books-State Aid Grant	<u>3,350.00</u>
	Total Appropriations Increase:	\$15,914.00

PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA and signed by the Mayor this 5th day of March 2018.

Reg Green, Mayor

ATTEST:

Shirley Burzio, City Clerk

David Widdoes, City Attorney



AGENDA ITEM

Administration 10.C.

City Council Regular

Meeting Date: March 5, 2018

Submitted By: Pam Vann, Finance Director

Department: Finance

Presented By: Pam Vann

SUBJECT:

Discuss 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 of \$7,880.00 for the purpose of recognizing additional revenue from an insurance reimbursement for damages to a fire vehicle.

BACKGROUND:

The City has received an insurance reimbursement in the amount of \$7,879.43 for damage to a fire vehicle that was involved in an accident on January 20, 2018. These funds need to be appropriated for the repair to the truck.

RECOMMENDATION:

Staff recommends approval of the resolution.

Attachments

Fire Department Resolution 030518

Fire Department Budget Adjustment 030518

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 \$7,880.00 FOR THE PURPOSE OF RECOGNIZING ADDITIONAL REVENUE FROM AN INSURANCE REIMBURSEMENT FOR DAMAGE TO A FIRE VEHICLE.

WHEREAS, the City of Sapulpa has received \$7,879.43 from the settlement of an insurance claim on a fire vehicle that was involved in a traffic collision on January 20, 2018; and

WHEREAS, the fire department is requesting these funds be appropriated to be used for the repair of the vehicle,

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

GENERAL FUND

(Increase)	10-4089 Reimbursements	<u>\$7,880.00</u>
	Total Revenues Increase:	\$7,880.00
(Increase)	10-511-352 Vehicle Maintenance	<u>\$7,880.00</u>
	Total Expenditures Increase:	\$7,880.00

PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA and signed by the Mayor this 5th day of March 2018.

Reg Green, Mayor

ATTEST:

Shirley Burzio, City Clerk

David Widdoes, City Attorney



AGENDA ITEM

Administration 10.D.

City Council Regular

Meeting Date: March 5, 2018

Submitted By: Pam Vann, Finance Director

Department: Finance

Presented By: Pam Vann

SUBJECT:

Discuss 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 Major Thoroughfare Fund in the amount of \$29,100.00 for the purpose of recognizing additional revenue from a reimbursement for the repair of a damaged traffic signal cabinet.

BACKGROUND:

The City has received a reimbursement in the amount of \$29,100.00 for damage to a traffic control cabinet that was damaged in an accident. These funds need to be appropriated for the repair of the traffic control cabinet.

RECOMMENDATION:

Staff recommends approval of the resolution.

Attachments

Major Thoroughfare Resolution 030518

Major Thoroughfare Budget Adjustment 030518

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA AMENDING THE FY 2017-2018 ANNUAL BUDGET BY INCREASING REVENUE AND INCREASING APPROPRIATIONS IN THE MAJOR THOROUGHFARE FUND IN THE AMOUNT OF \$29,100.00 FOR THE PURPOSE OF RECOGNIZING REVENUE FROM A REIMBURSEMENT FOR THE REPAIR OF A DAMAGED TRAFFIC SIGNAL CABINET.

WHEREAS, the City of Sapulpa has received \$29,100.00 from Claims Recovery Specialist, LLC for a traffic signal cabinet which was damaged in a traffic accident; and

WHEREAS, funds must be appropriated for the repair,

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

MAJOR THOROUGHFARE FUND

(Increase)	44-4086 Reimbursements	<u>\$29,100.00</u>
	Total Revenue Increase:	\$29,100.00
(Increase)	44-544-354 Maintenance-Facilities	<u>\$29,100.00</u>
	Total Appropriations Increase:	\$29,100.00

PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA and signed by the Mayor this 5TH day of March 2018.

Reg Green, Mayor

ATTEST:

Shirley Burzio, City Clerk

David Widdoes, City Attorney



AGENDA ITEM

Administration 10.E.

City Council Regular

Meeting Date: March 5, 2018

Submitted For: Mike Haefner, Police Chief

Submitted By: Chris Jeffries, Police Department Admin.

Department: Police Department

Presented By: Mike Haefner

SUBJECT:

Discuss and possible action regarding the approval of a Third Amended Interlocal Agreement between the City of Sapulpa and the Regional 9-1-1 Board.

BACKGROUND:

The original Interlocal Agreement was approved by the Attorney General June 19, 2006. Since the last amendment, the Regional 9-1-1 Board has voted to include Tulsa County and Osage County as members. Claremore and Rogers County have consolidated operations into the Northeast Oklahoma Enhanced 9-1-1 Trust Authority. The amendments contained in the agreement reflect those changes.

RECOMMENDATION:

Staff Recommends the Council approve the Third Amended Interlocal Agreement and authorize the Mayor to execute all necessary documentation.

Attachments

9-1-1 Agreement

**THIRD AMENDED
INTERLOCAL AGREEMENT**

The Interlocal Agreement creating the Regional 9-1-1 Board was approved by the Attorney General on June 19, 2006. In 2009, this agreement was first amended to include Bixby as a member and to make certain changes to the cost allocation and annual budget deadlines.

The Interlocal Agreement was amended the second time after the Regional 9-1-1 Board voted to include Broken Arrow, Oklahoma as a member. The cost allocation formula for both Broken Arrow and Rogers County were amended to reflect the agreement of all the parties.

** Since the last amendment, the Regional 9-1-1 Board has voted to include Tulsa County and Osage County as members. Claremore and Rogers County have consolidated operations into the Northeast Oklahoma Enhanced 9-1-1 Trust Authority. The amendments contained in this document reflect those changes.*

In consideration of mutual promises herein contained, the Second Amended Interlocal Agreement is hereby amended by striking the entire agreement and substituting the following:

THIS AGREEMENT is entered into by and between the following parties:

City of Bixby	City of Sapulpa
City of Broken Arrow	City of Skiatook
City of Collinsville	City of Tulsa
City of Glenpool	Osage County
City of Jenks	Tulsa County
City of Owasso	Northeast Oklahoma Enhanced 9-1-1
City of Sand Springs	Trust Authority

(hereafter "Members")

WHEREAS pursuant to 74 O.S. §1001 et seq., the Members are authorized to enter into an Interlocal Agreement for the purpose of jointly cooperating for their mutual advantage; and

WHEREAS the Members desire to share in the costs of 911 related equipment, networking and database services in order to save money and enhance interoperability in case of a mass emergency,

THEREFORE, in consideration of the mutual obligations and benefits described herein, the parties hereby enter into this Agreement as follows.

I. REGIONAL 911 BOARD CREATED

A. There is hereby created by this Agreement a Board to be known as the Regional 911 Board, (Board) consisting of duly appointed representatives from each of the Members. The Board shall have the powers and duties outlined below. Quorum, voting procedures, representation on the Board, attendance, minutes of the meeting, officers, term of office, committees, and all other operational issues shall be specifically regulated in the by-laws of the Board, which must be approved by the Board by a majority vote of the Members. A representative of the Indian Nations Council of Governments (INCOG) shall be a nonvoting member of the Board.

B. The Board shall designate the time and place of all meetings, which shall be held no less frequently than quarterly and which shall be conducted in compliance with the Oklahoma Open Meetings Act.

II. PURPOSE

A. The purpose of the Regional 911 Board shall be to cooperate in the efficient administration of all 911 related duties in the jurisdictions represented by the Members. The Board shall procure 911 equipment and services in order to receive and to correctly route 911 calls to the appropriate jurisdiction. Costs for the purchase and on-going use of that equipment and services shall be shared among the Members in the manner more specifically set out below.

B. Each Member, not the Board, will be responsible for the daily operation of its 911 center, the delivery of 911 services, and interacting with vendors regarding equipment or service problems in its 911 center.

C. The Members may also share administrative, monitoring, mapping, addressing, database maintenance, training or other functions as the Board recommends from time to time, in a manner more specifically set out in a memorandum of understanding.

D. The Board may also share information on legislative policy and best practices with its Members, jurisdictions that subcontract with Members for 911 services, and representatives of other jurisdictions attending Board meetings.

III. PAYMENT OF COSTS

A. Each Member shall pay its share of equipment and other agreed-to costs in the manner set out in the Annual Budget adopted by the Board.

B. Members agree to make monthly payments to the Board, c/o INCOG, for its share of the total costs of maintaining the regional 9-1-1 system as calculated by the annual budget. Payments shall be mailed or delivered to the authorized notice address for the Board.

C. The Board will revise its population calculations, cost sharing proportions and cost allocation formula annually, using population estimates provided by INCOG.

D. Nothing in this Agreement imposes or implies any duty for any Member to indemnify the Board or any other Member or to contribute more than its agreed upon share as outlined in this Agreement or in a memorandum of understanding entered into by the Members.

IV. MEMORANDA OF UNDERSTANDING

The Members may, from time to time, agree to share other 911-related duties including, but not limited to contract administration, contract monitoring, mapping, addressing, training or other administrative duties. The Board may recommend memoranda of understanding setting forth the additional duties, the proposed proportional cost and terms for cost sharing, however, no Member shall be obligated to participate in or to pay for additional duties until it has approved each memorandum of understanding and its governing body has appropriated sufficient funds to pay the additional costs.

V. BUDGETING

On or before March 1, the Board shall adopt by resolution a proposed budget for the upcoming fiscal year. The budget shall include revised population estimates for the upcoming year, an itemization of annual equipment costs, an itemization of each jurisdiction's proportional share of the equipment costs, a detailed explanation for any and all additional costs to be shared during the upcoming fiscal year, and the proportional share of those costs attributable to each jurisdiction.

As of the date of this agreement, the Board has agreed that all parties share proportionally in the cost of the 9-1-1 network, which enables the regional interoperability between the parties. All parties with the exception of Broken Arrow, Osage County and Northeast Oklahoma Enhanced 9-1-1 Trust Authority also share proportionally in other 9-1-1 related costs including equipment, database, end office trunks, selective routing, Phase II and other charges not related to the network. Broken Arrow, Osage County and Northeast Oklahoma Enhanced 9-1-1 Trust Authority shall each pay 100 percent of those charges that are attributable to each of their 9-1-1 centers.

VI. DUTIES OF THE BOARD

- A. The duties of the Board shall include the following:
1. Procure 911 equipment and services.
 2. Enter into contracts with vendors for the delivery of 911 equipment or services.
 3. Monitor contract performance by vendors.
 4. Regularly provide information on performance by vendors, equipment and services.
 5. Calculate and review cost allocations to assure fair and accurate distribution of costs among Members.
 6. Resolve all disputes among Members regarding cost allocations.
 7. Facilitate sharing of 911 functions among Members.
 8. Enter into contracts with non-member jurisdictions for the sharing of 911 network facilities and equipment.
 9. Recommend any memoranda of understanding prior to approval by the Members.
 10. Review all requests to participate in the Regional 911 Board by other jurisdictions and make recommendations to the Members regarding the approval of such requests.
 11. Adopt by-laws consistent with this Agreement. Adopt policies and procedures as directed by the Members.
 12. Share 911 information, monitor and propose legislative initiatives and share best practices among Members and non-member jurisdictions that attend Board meetings.
 13. Perform other tasks consistent with the purpose and intent of this Agreement and any memoranda of understanding entered into by the Members.

VII. PROPERTY ACQUISITION/HOLDING

The parties agree that no real property shall be acquired jointly during the course of this Agreement. Personal property that is acquired during the term of this Agreement and any renewals thereof shall be the property of the Regional 911 Board. The Board may own, maintain, upgrade, sell, lease, alter or dispose of the personal property at any time by action of the Board. Any property owned by the Board at the time of dissolution of the Board or upon termination of this Agreement shall become the property of the Members and former Members in undivided shares equal to the proportion of cost paid for the property by each Member and former Member as compared to the total cost paid by all Members and former Members.

VIII. DURATION/TERMINATION

A. This Agreement will become effective from the date of approval or deemed approval by the Attorney General (Effective Date) and will continue until June 30, 2018 (Initial Term). This Agreement shall be automatically renewed by each Member for one-year periods commencing on July 1 of each year and continuing until June 30 of the following year subject to the following conditions:

1. Renewal of this Agreement for each Member is subject to the Member's annual appropriation of sufficient funds for the Member's fiscal year (July 1 to June 30) to pay the costs allocated to the Member for that fiscal year. In the event that a Member does not appropriate or budget sufficient funds to pay its allocated share of costs for a fiscal year under this Agreement, the Agreement will not be renewed by the Member.
2. A Member must deliver written notice to terminate or not to renew its membership in the Regional 911 Board to the Board in an open meeting at least sixty days prior to the end of the fiscal year. Termination of all obligations for the terminating or nonrenewing Member will occur on the last day of the fiscal year in which the notice was received, provided that the provisions of the next paragraph are met.
3. Should a Member elect to terminate or not to renew its membership, the Board, in cooperation with the terminating or nonrenewing Member and any equipment vendors with which the Board has contracted for the purchase of equipment, will value the cost remaining to be paid for the purchase of equipment. The terminating or nonrenewing Member shall, subject to appropriation of funds by its governing body, pay its share of that cost to the Board.

B. Termination of membership in the Regional 911 Board will not alter any contractual rights or obligations a Member may have with a vendor.

IX. ADDITION OF MEMBERS/ DISSOLUTION OF BOARD

A. New members of the Regional 911 Board may be added by a majority vote of the current Members. New members shall pay the share of costs of the regional 9-1-1 system in an amount to be determined by the Board. Such proportional cost may include an adjustment to compensate existing and former Members for previous costs paid. This Agreement may be amended to add Members as the need arises.

B. This Agreement may be terminated and the Regional 911 Board may be dissolved by a majority vote of its Members.

X. NOTICE

A. Any notice to be given under this Agreement will be deemed given on the date of personal delivery or upon the date of mailing if mailed by certified mail, return receipt requested, with proper postage thereon, to a Member at the address indicated below the signature of each Member and to the Board at the following address:

REGIONAL 911 BOARD
c/o INCOG
2 W. 2nd Suite 800
TULSA, OK 74103

B. The authorized notice address for the Board or a Member may be changed by giving written notice to the Board and all Members.

XI. ADDITIONAL TERMS

This Agreement may be executed in parts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Upon execution of the parts, duplicate signature pages shall be sent to INCOG. INCOG shall compile the original, forward it to the Attorney General's office for approval and distribute fully executed copies to each Member.

Name of Jurisdiction: _____

APPROVED this ____ day of _____, 2018.

(title) _____

ATTEST

Secretary
(seal)

Contact Person and Address for
Notices required under this Agreement

(person)

(address)



AGENDA ITEM

Administration 10.F.

City Council Regular

Meeting Date: March 5, 2018

Submitted For: Joan Riley, City Manager

Submitted By: Joan Riley, City Manager

Department: City Manager

Presented By: Joan Riley

SUBJECT:

Discuss and possible action on Acknowledgement of Intent to Participate in Local Hazard Mitigation Plan.

BACKGROUND:

Creek County is planning to update their Multi-Jurisdictional Hazard Mitigation Plan and will be applying for a Hazard Mitigation Planning Grant from the Oklahoma Department of Emergency Management. This grant will allow Creek County to select a contractor to update the plan with no cost to the County, excluding time spent attending meetings and providing information to the contractor as needed. Communities with a population less than 25,000 are not eligible to receive FEMA funding for their own Hazard Mitigation Plans, but are encouraged to participate in a multi-jurisdictional plan through their county. The City of Sapulpa has been invited to participate in the update to the Creek County Multi-Jurisdictional Hazard Mitigation Plan. Participation insures the City is eligible to receive pre- and post- hazard mitigation assistance grants. A representative from the City will be required to attend several meetings and provide information to the contractor as needed.

RECOMMENDATION:

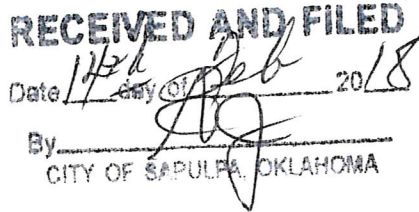
Staff recommends Council accept Acknowledgement of Intent and authorize Mayor to execute same.

Attachments

Local Hazard Mitigation Plan

February 12, 2018

Mayor Reg Green
City of Sapulpa
P.O. Box 1130
Sapulpa, OK 74067



Dear Mr. Green:

Creek County is planning to update their Multi-Jurisdictional Hazard Mitigation Plan. This plan, approved February 4, 2014, is good for five years and is set to expire February 4, 2019. Creek County is applying for a Hazard Mitigation Planning Grant from the Oklahoma Department of Emergency Management. This grant will allow Creek County to select a contractor to update the plan with no cost to the county, excluding time spent attending meetings and providing information to the contractor as needed. Communities with a population less than 25,000 are not eligible to receive FEMA funding for their own Hazard Mitigation Plans, but are encouraged to participate in a multi-jurisdictional plan through their County.

Natural hazards and hazardous material events occur and will continue to occur; however, they do not have to be disasters. Hazard mitigation planning prepares for hazards before the hazard occurs, and provides communities the opportunity to evaluate hazards in order to mitigate them. In addition, a current hazard mitigation plan, approved by FEMA, is a requirement for receiving pre- and post-hazard mitigation assistance grants.

The City of Sapulpa is invited to participate in the update to the Creek County Multi-Jurisdictional Hazard Mitigation Plan. Participation ensures the city is eligible to receive pre- and post-hazard mitigation assistance grants. If you elect to participate, a representative from the city will be required to attend several meetings and provide information to the contractor as needed.

Please see the attached Letter of Intent to Participate and check whether you wish to participate in the update to Creek County's plan. Please send or email your letter of intent to myself by Friday, March 16th at the contact information listed below.

Sincerely,

Covey Murray
Creek County Emergency Management
317 E Lee, Ste 103
Sapulpa, OK 74066
e-mail: cmurray@creekcountyonline.com

ACKNOWLEDGEMENT OF INTENT TO PARTICIPATE IN LOCAL
HAZARD MITIGATION PLAN

FROM: Mayor Reg Green
City of Sapulpa
P.O. Box 1130
Sapulpa, OK 74067

TO: Oklahoma Emergency Management
State Hazard Mitigation Officer
P O Box 53365
Oklahoma City, OK 73152

This will confirm that the jurisdiction shown above has agreed **TO** participate in the planning project to update the Creek County Multi-Jurisdictional Hazard Mitigation Plan.

This will confirm that the jurisdiction shown above has chosen **NOT** to participate in the planning project to update the Creek County Multi-Jurisdictional Hazard Mitigation Plan.

COMMENTS:

BY: JURISDICTION AUTHORITY

NAME: _____
(Printed name)

SIGNATURE: _____

TITLE: _____

DATE: _____



AGENDA ITEM

Administration 10.G.

City Council Regular

Meeting Date: March 5, 2018

Submitted For: Rick Rumsey, Assistant City Manager

Submitted By: Amy Hoehner, Legal Assistant

Department: Public Works

Presented By: Rick Rumsey

SUBJECT:

Discuss and possible action regarding Amendment No. 1 to Professional Services Agreement with Tetra Tech, Inc for Engineering Services and additional required documentation needed for the construction of water line running between the Golf Course and Johnson Street on the west side waterline improvement project.

BACKGROUND:

This is an amendment to the agreement with Tetra Tech for engineering services and the preparation of all required documentation to allow for boring underneath a portion of the railroad track lying between the Golf Course and Johnson Street. Please see attachments for additional information.

RECOMMENDATION:

Staff recommends Council approve Amendment No. 1 to Agreement with Tetra Tech and to authorize Mayor to execute same.

Fiscal Impact

Amount: \$35,300.00

To be paid from: Capital Improvement Fund

Account number: 45-546-311B

Attachments

Amendment No. 1 TetraTech



**Professional Services Agreement
Amendment No. 1
Attachment A – Amended Project Requirements**

Client: City of Sapulpa, Oklahoma

Project Description

Sapulpa Fire Training Facility Waterline
Tetra Tech Project No. 200-11390-17003

Amendments to Scope of Services

Consultant shall provide the following additional services:

- Preparation of documentation to complete a Certificate of Encroachment (COE) audit, a required parallel process for all new applicants with Omega Rail Management, Inc. the Real Estate Manager for Stillwater Central Railroad (SLWC).

Special Assumptions

The City of Sapulpa shall provide all available as-built or record drawings on all public utilities within SLWC right-of-way.

Amendments to Project Schedule

None

Method of Compensation

Lump Sum Fee, 08/21/17	\$29,800.00
Amendment No. 1	<u>\$5,500.00</u>
TOTAL AUTHORIZED FEE	\$35,300.00

Supplemental Terms and Conditions



**Tetra Tech, Inc.
Amendment No. 1
Professional Services Agreement for Engineering Services**

This is an amendment to the Agreement made on the 21st day of August, 2017, between **City of Sapulpa, Oklahoma** (Client) and **Tetra Tech, Inc.** (Consultant), a Delaware corporation, made on this 19th day of February, 2018.

Client and Consultant agree to specific changes to the referenced Agreement for the **Sapulpa Fire Training Facility Waterline, Tetra Tech Project No. 200-11390-17003**, as described in Attachment A. Consultant agrees to perform the services in consideration of the compensation described in Attachment A and in accordance with the terms of the Agreement.

This Amendment consists of this document together with Attachment A – Amended Project Requirements. This Amendment to the Agreement between the Client and Consultant supersedes all prior written and oral understandings.

In executing this Amendment, the undersigned also acknowledge their authority to bind the parties to all terms and conditions.

In witness whereof, the parties hereto have made and executed this Amendment as of the day and year first written.

City of Sapulpa, Oklahoma
P.O. Box 1130
Sapulpa, Oklahoma 74067

Tetra Tech, Inc.
7645 East 63rd Street, Suite 301
Tulsa, Oklahoma 74133
918.249.3909

By _____
Client's Authorized Signature

Reg Green
Mayor

By _____
Consultant's Authorized Signature

Felix R. Belanger, P.E.
Vice President



AGENDA ITEM

Administration 10.H.

City Council Regular

Meeting Date: March 5, 2018

Submitted For: Rick Rumsey, Assistant City Manager

Submitted By: Amy Hoehner, Legal Assistant

Department: Public Works

Presented By: Rick Rumsey

SUBJECT:

Discuss and possible action regarding a Professional Services Agreement for Engineering Services with Tetra Tech for the planning, design, and project management of the Westside/SeneGence Sanitary Sewer Extension Project.

BACKGROUND:

This agreement authorizes Tetra Tech to plan, design, apply for needed permits, oversee the bid process, and be the project manager for the Westside/SeneGence Sanitary Sewer Project. This project includes the installation of 2,200 feet of gravity sewer, 25,900 feet of force main, a lift station with backup generator, and a wet weather storage basin. Please see attached documents for more detailed information.

RECOMMENDATION:

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

Fiscal Impact

Amount: \$834,245.00

To be paid from: Grants & Aid Fund

Account number: 60-592-311A

Attachments

TetraTech Westside Sanitary Sewer Agreement

Exhibit A to Tetra Tech Agreement



Tetra Tech, Inc.
Professional Services Agreement for Engineering Services

This Agreement is made and becomes effective this _____ day of _____, 2018, between **Sapulpa Municipal Authority** (Client) and **Tetra Tech, Inc.** (Consultant), a Delaware corporation.

Client hereby retains Consultant to perform engineering services in connection with the **Westside/SeneGence Sewer Improvements Project** as described in Attachment A. Consultant agrees to perform the services in consideration of the compensation described in Attachment A and in accordance with the terms described in the attached Standard Terms and Conditions.

This Agreement consists of this document together with Attachment A - Project Requirements and the attached Standard Terms and Conditions. This Agreement between the Client and Consultant supersedes all prior written and oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument. Signature by facsimile or e-mail shall be deemed original.

In executing this Agreement, the undersigned also acknowledge their authority to bind the parties to all terms and conditions.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written.

Sapulpa Municipal Authority
P.O. Box 1130
Sapulpa, Oklahoma 74067

Tetra Tech, Inc.
7645 East 63rd Street, Suite 301
Tulsa, Oklahoma 74133
918.249.3909

By _____
Client's Authorized Signature

Reg Green
Trust Chairman

By _____
Consultant's Authorized Signature

Ryan Mittasch, P.E.
Senior Project Manager



**Professional Services Agreement
Attachment A – Project Requirements
Westside/SeneGence Sewer Improvements Project**

A. Client: Sapulpa Municipal Authority

B. Project Description

- A. The Project consists of one new gravity sewer, lift station, and force main needed to provide sanitary sewer service to the proposed SeneGence manufacturing facility. The 2018 Westside/SeneGence Sewer Plan describes the proposed improvements, and provides an Opinion of Probable Construction Cost of \$5,023,000 for:
- a. 15-inch gravity sewer (2,200 feet)
 - b. 0.90 MGD lift station, with backup generator
 - c. 1 MG wet weather storage basin
 - d. 8-inch diameter force main (25,900 feet)

B. Scope of Services

- A. The services performed by Consultant under this Agreement shall consist of seven tasks, as stated below. Further, it is understood and agreed that the Work that is the subject of this Agreement shall commence upon execution of this Agreement and after receipt of a Notice to Proceed.
- B. Consultant shall coordinate the overall Work of the project to include all data gathering, field inspections, analysis, and evaluation and shall oversee the Work of all Subconsultants engaged in such activities. Consultant shall provide progress updates to Client as needed throughout the duration of the project.

TASK A - INVESTIGATIONS

- A. Consultant shall prepare a letter report consisting of the development and evaluation of proposed gravity sewer and force main alignments to review with Client representatives. Consultant shall complete the investigations within 75 days of Notice to Proceed.
- B. Project Kick-Off
- a. Following receipt of a Notice to Proceed from Client, Consultant shall coordinate, plan and lead one project kick-off meeting. Consultant attendees will include as a minimum the Project Manager and the discipline lead. The major objectives of the meeting are to:
 - i. Introduce the Consultant's team to Client
 - ii. Establish the lines of communications with Client
 - iii. Confirm the project scope, goals, objectives and constraints
 - iv. Confirm the project schedule and milestones

- v. Convey project knowledge of existing assets from Client to Consultant
 - vi. Identify data required by Consultant from Client to support the project
- b. Following the meeting, Client will provide Consultant the data requested at the meeting.

C. Site and Alignment Selection

- a. Following completion of the project kick-off meeting, Consultant shall review the lift station and wet weather basin Site and pipeline alignments proposed in the January 2018 West Side/SeneGence Sewer Plan. The review shall consist of evaluating any new project knowledge obtained by Consultant or Client since completion of the Plan. Consultant shall meet with Client to discuss any new knowledge that may warrant a change in the Site or pipeline alignments. At the end of the meeting, Consultant and Client shall agree on the Site and pipeline alignments that the Consultant shall investigate.

D. Investigations

- a. Following agreement with Client of the Site selected to locate lift station and wet weather storage basin, and the proposed alignments of the gravity sewer and forcemain, Consultant shall coordinate, plan and execute site investigations.
- b. Investigations shall include confirmations of preliminary information obtained during the proposal phase. These confirmations shall include ground elevations, soil conditions, existing utility information, land ownership, easement and right-of-way requirements, existing City sanitary system hydraulic capacity, and a review of Client information.
- c. Consultant shall undertake the following investigations:
- i. Topographical survey
 - 1. Consultant shall contract with a Subconsultant to undertake a full topographical survey of the site selected to locate lift station and wet weather storage basin, and along the proposed alignments of the gravity sewer and forcemain, to State of Oklahoma survey standards. This Agreement assumes that the scope of the topographic survey shall:
 - a. Survey of the agreed selected lift station and wet weather storage basin site (no more than 3 acres)
 - b. Survey along the agreed alignment of the proposed gravity sanitary sewer (no more than 2,200 ft.), 50-foot width
 - c. Survey along the agreed alignment of the proposed forcemain (no more than 25,900 ft.), 30-foot to 80-foot width
 - d. Establish a local coordinate system (or utilize a Client coordinate system if available) for horizontal control for the proposed gravity sewer alignments that may be tied to the state plane coordinate system by Client.
 - e. Establish vertical control utilizing USGS or other established benchmarks.
 - f. Set horizontal and vertical controls at spacing no greater than 500 feet apart, with line of sight between each successive set control point.

- c. Pipe trench and excavation preparations and backfill recommendations
 - d. Foundation requirements for lift station structure
 - e. Other concerns as appropriate
 - 2. This Agreement assumes Consultant will undertake twelve (12) test borings up to 20 ft. deep. Investigations shall undertake test borings at the following locations:
 - a. Along the proposed alignments of the gravity sewer and force main, that extend at least two feet below the proposed flowlines approximately one every mile (5 test borings)
 - b. At each end of any project conduit bored in place (4 test borings)
 - c. At the proposed locations of the lift station and wet weather storage locations (3 test borings)
- iii. Potholing
 - 1. Where required, Consultant shall contract with a Subconsultant to undertake potholing of utilities found along the gravity sewer and force main alignments that may conflict with the proposed alignments to determine their exact depth and location. This Agreement assumes that Consultant is required to undertake potholing at eight (8) locations.
- iv. Abstract and Title
 - 1. Consultant shall contract with a Subconsultant to obtain necessary property reports to determine land ownership and existing easements in the Project areas.
- v. Flow monitoring
 - 1. Consultant shall undertake flow monitoring of the Client's sanitary sewer interceptor downstream of the proposed force main discharge point. The purpose of the monitoring is to capture data related to how the interceptor currently responds to wet weather events. This Agreement assumes that Consultant will install three (3) flow meters and two (2) rain gauges (each with three (3) tipping buckets) for up to 90 days.
 - 2. In event that no significant wet weather events occur within the specified time, Consultant can prolong the flow-monitoring period with Client's prior agreement.
- E. Consultant shall oversee the Work of all Subconsultants. In overseeing their Work:
 - a. Liaise with Client and landowners to obtain permission for sub consultants to enter property to undertake work
 - b. Review all drawings and reports produced by the sub consultants to determine if it meets the scope of their subcontracts, and are complete to engineering best practice
 - c. Provide Client with a copy of all drawings and reports produced by the sub consultants in raw and pdf format
- F. Client shall consider Task A - Investigations complete upon Client's review and acceptance of the letter report.

TASK B - PRELIMINARY (30%) DESIGN

- A. Consultant shall prepare preliminary (30%) design, which shall include preliminary design plans and specifications, and a preliminary Opinion of Probable Construction Cost within 90 calendar days after completion of Task A - Investigations.
- B. Hydraulic Modeling.
 - a. Consultant shall use the flow monitoring data to hydraulically model Client's sanitary sewer interceptor downstream of the proposed force main discharge point to determine its response to wet weather volumes. In turn, Consultant shall use the results of the modeling exercise to confirm the size of the wet weather storage basin.
- C. Preliminary Design
 - a. Consultant shall prepare preliminary (30% design) plans and specifications for the proposed improvements. The preliminary plans and specifications shall be of sufficient detail to the extent that the design concept is clearly demonstrated, such that Client can review the major features, materials, and equipment. Preliminary Design shall consist of:
 - a. Design Analysis
 - i. Results of hydraulic modeling
 - b. Concept Drawings
 - i. Site plan showing lift station and wet weather storage basin
 - ii. Lift station plan and sections
 - iii. Wet weather storage basin plan and sections
 - iv. Plan and profile sheets of gravity sewer and forcemain
 - c. List of major materials and equipment
 - d. Outline specifications of major materials and equipment
 - e. Identify information required for permits
- D. Preliminary Cost Estimate
 - a. Consultant shall update the Opinion of Probable Construction Cost contained within the 2018 Westside/SeneGence Sewer Plan based on the preliminary plans and specifications.
- E. Design Review Meeting
 - a. On completion of the preliminary design, Consultant shall submit all documentation to the Client for review. Consultant shall provide Client with four copies of the preliminary plans and specifications and Opinion of Probable Construction Cost update. Plans shall be in 11" X 17" format acceptable to the ODEQ. Following Client review, Consultant shall coordinate, plan and lead one design review meeting to discuss Client's review of the preliminary design. Consultant and Client shall agree upon Client's comments Consultant shall incorporate into the final design.
- F. Easement Documents
 - a. Consultant shall prepare legal descriptions for all proposed additional right-of-way and easements required for offset alignments in accordance with State of Oklahoma survey

standards and City requirements. The legal descriptions shall adequately describe all proposed additional right-of-way and be provided to Client for use in right-of-way acquisition.

- b. Client shall review the legal descriptions and provide comments to Consultant. Consultant shall modify the legal descriptions if necessary in response to Client comments, and provide final legal descriptions to Client.
 - c. Client shall perform Right-of-way acquisition and is not included within this Agreement.
- G. Client shall consider Task B - Preliminary Design complete on completion of the design review meeting with Consultant.

TASK C - FINAL DESIGN

Consultant shall finalize the plans and specifications as required for bidding and construction of the proposed improvements and submit for approval within 45 days of receiving preliminary design review comments agreed with Client.

A. Detailed (65%) Design

- a. Consultant shall prepare detailed design plans and specifications for the proposed improvements.
- b. The purpose of this design phase and review is to ensure that:
 - a. Funding and construction duration limits are not being exceeded
 - b. Production of plans, specifications and cost estimate are proceeding in a timely manner
 - c. Consultant is incorporating Client comments from the preliminary design phase into the design
- c. Detailed plans shall include where required plan and profile sheets; civil, structural, mechanical, electrical and P&ID sheets; detail sheets; and all other sheets necessary up to 65% complete to adequately convey the intent of the design; and comply with Client standard specifications and drawings.
- d. Consultant shall produce construction drawings to engineering best practice that comply with current applicable Federal, State, and Local regulations.
- e. Consultant will develop project specific specifications and drawings for all items of work not covered by Client standard specifications or drawings.

B. Detailed Cost Estimate

- a. Consultant shall prepare an updated Opinion of Probable Construction Cost based on the detailed design.

C. Detailed Design Review

- a. On completion of the detailed design, Consultant will submit all documentation to Client for review, Following Client review, Tetra Tech will coordinate, plan and lead one meeting to discuss and review the preliminary design. Consultant shall provide Client with four copies of the detailed plans and specifications and Opinion of Probable Construction Cost update. Plans shall be in 11" X 17" format acceptable to the ODEQ. Upon receipt of Client's comments, Consultant will incorporate these comments into the production of the final design (95%) documentation.

D. Final (95%) Design

- a. Consultant shall prepare final design plans and specifications for the proposed improvements based upon Client's comments on the detailed design.
- b. This design phase represents a 100% complete design with the exception of the incorporation of any Client review comments. Final design shall consist of:
 - i. Complete drawings, including those that address construction phasing
 - ii. Final edited specifications
 - iii. Bid documentation
 - iv. All supporting documentation required for permit applications
- c. Consultant shall obtain front-end bid documents from Client and tailor them for this project.

E. Final Cost Estimate

- a. Consultant shall prepare an updated Opinion of Probable Construction Cost based on the final design.

F. Final Design Review

- a. On completion of the final design, Consultant will submit all documentation to Client for review. Following Client review, Tetra Tech will coordinate, plan and lead one meeting to discuss and review the preliminary design. Consultant shall provide Client with four copies of the detailed plans and specifications and Opinion of Probable Construction Cost update. Plans shall be in 11" X 17" format acceptable to the ODEQ. Upon receipt of Client's comments, Consultant shall incorporate these comments into the production of final bid documents (100%) and submit to Client for approval.

G. Client shall consider Task C - Final Design complete upon Client's approval of the final bid documents.

TASK D - PERMITS

- A. After acceptance by Client of the final plans and specifications, Consultant shall prepare and assist Client in submitting the documents necessary for Client to obtain requisite permits to construct the Work.
- B. Consultant shall prepare the following identified permits:
 - a. ODEQ Permit to Construct
 - b. Stillwater Central Railroad pipeline crossing permit
 - c. Oklahoma Turnpike Authority pipeline crossing permit (I-44 Turner Turnpike)
 - d. Oklahoma Department of Transportation pipeline crossing permit (State Highway 66)
- C. Regarding stream crossings, Nationwide Permit (NWP) 12 authorizes the discharge of dredged or fill material into the waters of the United States and structures or work in navigable waters for crossings of those waters associated with the construction, maintenance, or repair of utility lines. This permit authorizes construction without the requirement to seek an individual permit from the US Army Corps of Engineers (USACE), provided the activity does not result in the loss of greater than ½ acre of waters of the United States for each single and complete project. The NWP requires the submission of a pre-construction notification (PCN) if it meets certain criteria; otherwise, no notification is required. This Agreement assumes that Consultant will prepare a PCN for Client to submit for crossing Rock Creek, but an individual permit application to the USACE is not required.

- D. Regarding stormwater, the Contractor is responsible for filing a Notice of intent with ODEQ for more than one (1) acre of disturbed ground. Consultant shall address stormwater management within the Contract documents.
- E. Consultant shall prepare the requisite number, size, and format of plans and specifications required for each permit application, along with completion of the permit application forms. Client shall provide Consultant with all relevant applicant information necessary to complete the permit application forms. Client shall review the permit applications once and Consultant shall make all necessary changes once prior to final submittal to the Client. Client shall accept the final permit applications, and be responsible for submission of the applications along with payment of all permit application fees.
- F. If the permitter request changes to the plans and specifications submitted with the permit application, Consultant shall make the required changes and resubmit the documents to Client. Consultant shall make changes until the permitter grants a permit.
- G. Client shall consider Task D - Permits complete upon Client receiving approved permits.

TASK E – BID PHASE SERVICES

- A. After acceptance by Client of the final bid documents and the most recent Opinion of Probable Construction Cost as determined in the Final Design phase and upon authorization by Client to proceed, Consultant shall:
 - a. Prepare an advertisement for bids and coordinate publication of the bidding notice in the local press with Client. Client is responsible for the cost of advertisement.
 - b. Distribute copies of the final bid documents to prospective bidders, bid rooms, material suppliers and other interested parties. Consultant shall offer bidders the opportunity to obtain the bid documents online, and maintain a register of plan holders.
 - c. Coordinate, plan and lead one pre-bid meeting hosted at City Hall. Following the meeting, Consultant shall coordinate with Client to respond to any questions raised by the bidder and issue any required addenda to all plan holders as appropriate to clarify, correct, or change the bidding documents.
 - d. Attend the bid-opening meeting, and tabulate the received bid proposals alongside the Opinion of Probable Construction Cost. Consultant shall:
 - i. Analyze the received bid proposals and qualifications to determine their suitability
 - ii. Note any mathematical errors within the received bids
 - iii. Check references stated by the bidders in their bids.
 - iv. Consult with Client as to the acceptability of Subcontractors, suppliers, and other individuals and entities proposed by prospective Contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 - v. If bidding documents require, Consultant shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders.
 - vi. Provide information or assistance needed by Client in the course of any negotiations with prospective Contractors.
 - e. Recommend to Client in writing for awarding the construction contract to the most responsive bidder.

- f. Upon award of contract, Consultant shall furnish up to six (6) sets of the conformed, full contract documents to the Contractor for execution and submittal to Client for subsequent execution. Consultant shall then coordinate with the Client to issue a NTP to the selected bidder.
- B. Client shall consider Task E - Bid Phase Service complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective Contractors.

TASK F – CONSTRUCTION PHASE SERVICES

- A. Upon successful completion of the Bid Phase, and upon written authorization from Client, Consultant shall:
- a. Provide general engineering review of the construction work as it progresses to ascertain that the Contractor is conforming to the design concept. Consultant shall employ a full-time Resident Project Representative.
 - i. Resident Project Representative shall attend the Site each working day to observe the Work. Engineer shall make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - ii. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative at the Site, shall be to enable Consultant to undertake the duties and responsibilities assigned to Consultant during the Construction Phase. In addition, by the exercise of Consultant's efforts as an experienced and qualified design professional, to provide for Client a greater degree of confidence that the completed Work shall conform in general to the Contract Documents, and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.
 - b. Coordinate, plan and lead a Pre-Construction Conference with Client and Contractor. Consultant shall coordinate with Client to issue clarifications in response to questions raised at the conference.
 - c. Receive, review, and determine the acceptability of all schedules Contractor is required to submit to Consultant, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
 - d. Coordinate, plan and lead monthly construction progress meetings, and submit a meeting summary to Client and Contractor within one week of the meeting.
 - e. Respond to Client requests for interpretation of the plans and specifications.

- i. Consultant shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's Work. Such clarifications and interpretations shall be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Consultant may assist Client in issuing field orders authorizing minor variations in the Work from the requirements of the Contract Documents.
- f. Review Contractor submittals for conformance with the Contract Documents.
 - i. Consultant shall produce a summary list of submittals required from Contractor collated from the individual submittal requirements of each specification. Consultant shall hand over the summary list to Contractor at the Pre-Construction Conference. The list shall act as a checklist to ensure that Contractor has submitted all of the required submittals. Consultant shall track all received submittals and responses, along with the dates of receipt and response. Consultant shall respond to all submittals in a timely manner, and provide Client with a copy of all responses for concurrence prior to submission to Contractor. This Agreement assumes that each Contractor submittal requires one original review and only one revision review by Consultant.
- g. Review the Contractor's schedule and milestone dates for conformity with the Contract Time to Complete. Consultant shall use the schedule as a tool for assessing Contractor progress at the monthly construction progress meetings
- h. Respond to Requests for Information (RFI) for Contractor regarding questions on the plans and specifications.
 - i. Consultant shall track the request and responses, along with the dates of request and response. Consultant shall respond to all RFIs in a timely manner, and provide Client with a copy of all responses for concurrence prior to submission to Contractor.
- i. As necessary, prepare Contract change orders and Work change directives and associated exhibits for Client consideration in a timely manner. This Agreement assumes that such changes only result from conditions in the field differing from those described in the Contract Documents as to require changes to the Contract.
- j. Perform a Pre-Final (and/or Substantial) inspection of the completed work in conjunction with the Contractor and Client to develop a punch list of items. Consultant shall forward this list to Contractor and Client
- k. Issue a statement of Substantial Construction Completion and submit a written certification to Client
- l. Following approval of Contractor's final application for payment, submit a written statement of completion to Client with the recommendation that it accepts the improvements
- m. Notify Client if, on the basis of Consultant's observations, Consultant believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) shall not produce a completed Project that conforms to the Contract Documents, or (c) shall imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- n. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Consultant shall meet any Contractor's submittal schedule that Consultant has accepted.

E. Responsibilities of Client

- A. Client agrees:
 - a. To furnish, as required by the Work, and not at expense to Consultant:
 - i. Records, reports, studies, plans, drawings, and other data available in the files of the Client, which may be useful in the Project.
 - b. To provide access to public and private property when required in performance of Consultant's services
 - c. To furnish the services of at least one of Client's employees or staff who has right of entry to, and who has knowledge of, Client's facilities relating to this Project
 - d. To furnish legal assistance as required in the preparation, review, and approval of construction documents
 - e. To furnish assistance in locating existing utilities and in expediting their relocation

F. Project Schedule

A. Consultant shall complete the Work in accordance with the following schedule. The anticipated time to complete the Project to construction completion (Task A to Task F) is two calendar years. The Project schedule can be influenced by factors outside of Consultant's control e.g. time taken to acquire right-of-way, permits etc.

Task	Date
Task A - Investigations	75 days after Notice to Proceed
Task B - Preliminary Design	90 days after approval of Task A
Task C - Final Design	45 days after receipt of Client review comments from Task B
Task D - Permits	90 days after Client approval of Task C deliverables (anticipated)
Task E - Bid Phase Services	60 days after Client authorization
Task F - Construction Phase Services	365 days after award of Contract to Contractor by Client
Task G – Post Construction Services	30 days after of construction completion by Client

G. Method of Compensation

Lump Sum Compensation for these services shall be a lump sum of **\$834,245**



Tetra Tech, Inc.

Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability –\$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in

dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate applicable laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund

they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Lien Rights Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

**Federal Equal Opportunity and Non-Discrimination Provision
(Non-Construction contracts)**

During the performance of this contract, the contractor agrees as follows

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer, advising the labor union or workers= representatives of the contractor=s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the contractor=s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor or as otherwise provide by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance, provided however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individual without discrimination based upon their physical or mental disability in all employment practices such as the following employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor=s noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor=s obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase Order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to section 503 of the Act so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(b) The contractor agrees to list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, at an appropriate local office of the State employment service system wherein the opening occurs.

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at each concurrently with the use of any other recruitment source or effort and shall invoice the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veteran. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding or discrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include but not be limited to periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location: (1) The number of individuals hired during the reporting period, (2) The number of non-disabled veterans of the Vietnam era hired, (3) The number of disabled veterans of the Vietnam era hired, and (4) The total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U S C 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract. During this time these reports and related documentation shall be made available upon request for examination by any authorized representative of the contracting officer of the Secretary of Labor Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor=s

contractually bound to these provisions and has so advised the State system there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the Town of Columbia, Puerto Rico, Guam and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d) and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All employment openings" includes all positions except executive and top management those positions that will be filled from within the contractors organization and positions lasting three days or less. This term includes full-time employment temporary employment of more than three days= duration and part-time employment.

(I) Appropriate office of the State employment as the Director of the Office of Federal Contract service system" means the local office of the Compliance Programs may direct to enforce such federal/State/national system of public employment provisions, including action for noncompliance offices with assigned responsibility for serving the area where the employment opening is to be filled, including the Town of Columbia, Guam, the Commonwealth of Puerto Rico and the Virgins Islands.

(j) Positions that will be filled from within the contractors organization" means employment openings for which no consideration will be given to persons outside the contractors organization (including any affiliates, subsidiaries and the parent companies) and includes any openings which the contractor proposes to fill from regularly-established Recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.

(k) Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement means employment openings which the contractor proposes to fill from union halls which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor=s noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment and the rights of applicants and employees.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Clean Air and Water Provisions

During the performance of this contract the contractor agrees as follows:

(1) The contractor will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency pursuant to 40 CFR 1520.

(2) The contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act as amended (42 USC 1958c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U SC 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

(3) The contractor agrees that, as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.

(4) The contractor agrees that it will include or cause to be included the criteria and requirements in Paragraphs (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.



AGENDA ITEM

Administration 10.I.

City Council Regular

Meeting Date: March 5, 2018

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

Department: Legal

Presented By: David Widdoes, Rick Rumsey

SUBJECT:

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

BACKGROUND:

On February 8, 2018, the City of Sapulpa took possession of the property and 3 structures located 8810 W 100th Street S, Sapulpa, Oklahoma. One of the structures is in process of being designed and refurbished to house the new animal shelter for the City. Final design on the animal control building should be complete within 30 days. The other two structures on the property are to be utilized as the public works complex for the City. Work on those 2 structures will not commence until after the animal shelter project has been completed by December 2018. To make use of those 2 structures during pendency of construction of the animal control facility, staff has negotiated a proposed lease for the 2 buildings with its existing tenant, Glass Design Inc. The proposed lease agreement is for a one year term at an annual rent of \$33,000.00, and will allow the tenant to remain at the location until the City is prepared to commence work on the public works complex.

RECOMMENDATION:

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

Attachments

Lease Agreement

Exhibit A to Lease Agreement

LEASE AGREEMENT

[City of Sapulpa and Glass Design]

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

SECTION I - BASIC LEASE PROVISIONS

- A. **LEASED PREMISES:** The "Leased Premises" are two certain structures described and identified on attached Exhibit A with a street address of 8810 W. 100th Street, Sapulpa, Oklahoma, 74066 (the "Leased Premises").
- B. **LEASE TERM:** The term of this Lease shall be a period of one (1) year (the "Lease Term") commencing on the "Term Commencement Date", which shall be March 1, 2018 and ending at 12:00 midnight on February 28, 2019.
- C. **RENT COMMENCEMENT DATE:** Tenant's obligation to pay Rent hereunder will begin on the "Rent Commencement Date", which shall be March 1, 2018.
- D. **RENT:** The "Rent" shall consist of a total annual rent of Thirty Three Thousand Dollars and no/ 100 dollars (\$33,000.00) due and payable monthly in advance on the first day of each month. The payment of Rent shall commence on the Rent Commencement Date and shall be payable in accordance with the following schedule:

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

In the event any rent payment required to be paid by Tenant hereunder is not paid in full by the start of the tenth (10th) day of each month, Tenant shall pay to Landlord, in addition to such payment or other charges due hereunder, an initial late fee in the amount of 10% of the monthly rent amount.

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. Tenant's consent, approval, or waiver of any act, breach, or default by Landlord 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 Tenant 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 Roger Weilacher, P.O. Box 568, Sapulpa, OK 74067. 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 delivery.

SECTION III - PREPARATION OF LEASED PREMISES

- A. **LANDLORD WORK**: Landlord shall not be obligated to furnish any work, remodeling, fixtures, or equipment to make the Leased Premises ready for Tenant's use unless such items are specifically agreed to herein or in another writing agreed to and signed by Landlord.

- B. **ACCEPTANCE**: Tenant acknowledges that it has had an opportunity to independently inspect the Leased Premises, as well as all facilities serving the Leased Premises, and Tenant accepts the Leased Premises in their present condition having found them to be acceptable and suitable for Tenant's intended use.

- C. **TENANT'S WORK**: Should Tenant desire to do or have any work performed to alter the condition of the Leased Premises, it shall first obtain the written consent of Landlord, which consent shall not be unreasonably withheld. The plans and specifications for Tenant's Work shall be submitted to Landlord prior to commencing Tenant's Work. Tenant's Work shall be performed and completed in a good and workmanlike manner by properly licensed professionals and shall be completed in strict conformance with the plans and specifications as approved by Landlord. Moreover, it is specifically contemplated as a condition of entering into this Lease that Tenant shall do certain work to provide all required utilities to the Leased

Premises within sixty (60) days of the Term Commencement Date. In this regard, Tenant agrees at its sole expense to provide separate utilities as needed by Tenant to the Leased Premises, such work to be completed within sixty (60) days off the Term Commencement Date.

SECTION IV - RENTAL AND OTHER PAYMENT PROVISIONS

- A. PAYMENT OF RENT: Tenant agrees to pay to Landlord the Rent specified in Section I. The first regular advance monthly installment of the Rent shall be due and payable on the Term Commencement Date and subsequent advance monthly installments of the Rent shall be due and payable on the first day of each month thereafter during the Lease Term. Each installment of Rent shall be paid without counterclaim, deduction or offset. Tenant waives any right to notice that any Rent is due or past due.
- B. ACCEPTANCE: Landlord's acceptance of a payment of Rent after its due date shall not be deemed a departure from the terms of this Lease and despite any such acceptances, Landlord shall always have the right to declare the Tenant in Default should the Tenant thereafter fail to make any payment on the date the same becomes due. Landlord's acceptance of a lesser amount due than the Rent or other charges due shall not be deemed a waiver of the remaining balance due, nor shall an endorsement or statement on any check, or letter accompanying any check or payment, be deemed an accord and satisfaction, and Landlord may receive and deposit such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease. Landlord's acceptance of a check or payment from a person or entity other than Tenant shall not be deemed a consent by Landlord to a transfer of the obligations of this Lease.

SECTION V - USE OF LEASED PREMISES

- A. CARE OF PREMISES: Tenant shall not engage in any activities which might injure the Property or the Leased Premises. At all times Tenant shall take good care of the Leased Premises and keep the same in a clean, orderly and sanitary condition.
- B. PERMITTED USE: The Leased Premises may be used and occupied by Tenant for any legal use. Tenant shall be entitled to use the Leased Premises during the Lease Term for such permitted use every day of the week 24 hours per day. Tenant agrees that no activity or use shall occur on the Leased Premises without a responsible staff member of Tenant being present on the site.
- C. PARKING/ACCESS: Tenant, its employees, and invitees are allowed to use the parking lot located on the Leased Premises as reflected on Exhibit A and shall otherwise have access to all areas designated "Leased Premises" on attached Exhibit A. In addition, it is specifically contemplated as a condition of entering into this Lease that Tenant shall have reasonable access, with right of ingress and egress, to the shared outside storage areas adjacent to the leased Premises reflected on Exhibit A, and Landlord agrees to provide Tenant with such reasonable access during the term of the Lease.

- D. EQUIPMENT / SUPPLIES: Tenant shall utilize at its sole expense its own office equipment and supplies in conducting its operation and shall keep separate such supplies from supplies of the Landlord.

SECTION VI- UTILITIES AND SERVICES

- A. UTILITIES: Tenant shall be solely responsible for and agrees to promptly pay any and all charges for electricity, gas, water, storm water, sewer, refuse disposal, user fees, telephone, internet as well as any other assessments, fees, or similar charges, for the Leased Premises.
- B. INTERRUPTION: Landlord shall not be liable to the Tenant in damages or otherwise if any one or more of said services, whether or not furnished by Landlord, is interrupted or terminated.
- C. CLEANING: Tenant shall supervise the maintenance and janitorial needs of the Leased Premises. The maintenance and cleaning personnel will all be hired and supervised by the Tenant. Any such personnel will coordinate with the Landlord and Tenant in an effort to adequately insure that the Leased Premises are kept in a clean and sanitary condition.

SECTION VII - REPAIRS

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

- C. **REPLACEMENT:** At such time as replacement of any heating, air conditioning, or ventilating system is necessary due to the fact it has deteriorated to the degree that Tenant repair costs would exceed \$5,000.00, and sound operating practice would require replacement thereof, Tenant shall give written notice thereof to Landlord, accompanied by the written statement of a reputable manufacturer confirming repair costs in excess of \$5,000.00 and that replacement is necessary as aforesaid, and Landlord shall cause the replacement to be accomplished unless Landlord disputes the opinion of such manufacturer, in which case Landlord shall nonetheless perform the replacement and submit the matter to arbitration before the American Arbitration Association, and in such event, if the determination at arbitration is that replacement was not necessary under the foregoing criteria, Tenant shall promptly pay to Landlord all or such part of the cost, with interest thereon, plus fees as the arbitration award directs.
- D. **SIGNS:** Tenant shall be permitted an exterior sign to be erected or installed on the Leased Premises with the Landlord's prior written approval.

SECTION VIII- INDEMNITY, LIEN CLAIMS AND DAMAGE TO TENANT

- A. **TENANT INDEMNITY:** Tenant will indemnify Landlord and save it harmless from any breach, Default or negligence of Tenant in its performance of the terms and conditions hereof, and from all claims, actions, liability, expense and damages arising from the maintenance, operation or use of the Leased Premises by Tenant or its invitees, or from any condition existing on the Leased Premises which condition is the responsibility of Tenant. In any suit or action claimed to arise in whole or in part from the negligence or act of Tenant in which Landlord is included as a defendant, Tenant will assume all the burdens, and costs and expenses thereof and the costs of settlement or judgment obtained against Landlord by reason thereof. Tenant agrees to defend such action or proceeding by counsel reasonably satisfactory to Landlord.
- B. **CLAIMS:** Tenant will not create or permit to be created or remain and will immediately discharge any lien, encumbrance or other charge upon the Leased Premises, Tenant's leasehold estate, the Property or any part thereof; provided, that Tenant shall not be required to discharge any liens, encumbrances, or charges created by the Landlord.
- C. **TENANT'S DAMAGE:** Landlord shall not be liable for any damage, loss, disappearance, theft, or injury to the business, property or leasehold improvements which may be sustained or suffered by Tenant or its invitees by reason of any:
- (1) break, leak, or defect in the roof, walls, or foundation, or which may be occasioned by any air conditioning, heating, ventilation, plumbing, sewer, electrical wiring, gas, water, steam, or other pipes systems, appliances, and facilities whatsoever, whether or not caused by latent or patent defects in or about the

Leased Premises or the Property; or

(2) action of the elements, acts of God or

(3) neglect, carelessness, or act of any other tenant or invitee of such other tenant. Tenant agrees to hold Landlord harmless from and hereby waives any claims arising out of loss, injury, damage, theft or disappearance of Tenant's property, including sub-rogation claims by Tenant's insurance carrier.

SECTION IX - INSURANCE AND DAMAGE

- A. **TENANT'S INSURANCE**: At all times as Tenant occupies the Leased Premises, or any part thereof, Tenant at its sole expense shall keep in force comprehensive general public liability and property damage insurance (including contractual and products liability), insuring Landlord and Tenant from all claims, demands or actions whatsoever occurring on or about the Leased Premises with combined single limit bodily injury and property damage coverage in an amount as designated sufficient by Landlord.
- B. **POLICY PROVISIONS**: All insurance policies required to be carried by Tenant shall specifically designate Landlord as an additional insured party and shall provide that said policies will not be canceled without at least thirty (30) days prior written notice to Landlord. The policy(s) or duly executed certificate(s) for the same, together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Landlord prior to the delivery of the Leased Premises to Tenant and thereafter at least thirty (30) days prior to the expiration dates of the last policies or certificates delivered to Landlord. All required insurance policies shall be written by companies of good financial standing, well rated by national rating organizations, and legally qualified to issue such insurance in the State of Oklahoma. If Tenant fails to comply with the above insurance requirements Landlord may obtain said insurance and keep the same in effect, and Tenant shall pay Landlord the premium cost thereof plus Interest thereon from the date of Landlord's payment, all as additional Rent.
- C. **LANDLORD INSURANCE**: Landlord shall carry insurance on the building in which the Leased Premises are located in amounts and types of coverage deemed adequate by Landlord, which may include, but shall not be limited to, comprehensive general public liability and property damage; fire and other casualty coverage. Landlord's casualty insurance will not cover any of Tenant's merchandise, trade fixtures, leasehold improvements or any other property of Tenant, or any property of others for which Tenant is responsible.
- D. **DAMAGE**: Should all or any portion of the Leased Premises be damaged or destroyed by fire or other casualty, Tenant shall immediately contact Landlord and also give Landlord prompt written notice thereof. Landlord shall have sixty (60) days from the casualty date to elect whether or not to repair and restore the damage. If Landlord elects not to rebuild or restore the Leased Premises, Tenant shall pay all Rent and other amounts due as of the casualty date and this Lease will terminate.

If Landlord elects to rebuild or restore, then this Lease shall not terminate, but the Rent shall abate pro-rata (according to the square footage of the Leased Premises which is unusable) from the casualty date until the Leased Premises are re-delivered to Tenant. In its sole discretion, the Tenant may agree, during any period of reconstruction, restoration, or repair of the Leased Premises or the Property, to continue the operation of its business in the Leased Premises to the extent reasonably practicable. Tenant shall forthwith replace or, repair at Tenant's expense, all signs, trade fixtures, equipment, and installations originally installed by Tenant. Landlord shall have no interest in the proceeds of any insurance carried by Tenant on Tenant's interest in this Lease, and Tenant shall have no interest in the proceeds of any insurance carried by Landlord. Tenant waives any claims or cause of action whatsoever against Landlord based upon damage to Tenants leasehold improvements, or to the Leased Premises, or to the contents thereof resulting from fire or any other casualty and Tenant agrees to give notice to its insurance carrier or carriers of this covenant -against suit for the purpose of eliminating any subrogation action which might otherwise result. Landlord's obligation to restore any casualty damage, if Landlord so elects, to the Leased Premises shall be limited to restoring the Leased Premises to substantially the same condition as existed immediately prior to the casualty, exclusive of any Tenant's Work to have been performed under this Lease. Notwithstanding anything in this Section to the contrary, there shall be no abatement in Rent, as above mentioned if the fire or other casualty giving rise to the damage or destruction was caused by carelessness neglect, or act of the Tenant or its invitees, in which event Tenant shall further be liable to Landlord for all damages to the Property or other losses which stem from such fire or other casualty.

SECTION X - ASSIGNMENT OR SUBLEASING

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

SECTION XI - RIGHT OF ACCESS

- A. ACCESS: Landlord or its agents shall have the right at any reasonable or prudent time to enter the Leased Premises to inspect, install, maintain, and repair any facilities or structural elements leading through the Leased Premises which serve

other parts of the Property; or to do anything required of it under the terms of this Lease, or to conduct repairs needed to the Property.

SECTION XII - TAXES, FEES AND ASSESSMENTS

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

SECTION XIII - EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

(2) At any time (notwithstanding any entry and possession without termination under subsection 1 above terminate this Lease, in which event Tenant shall, if still in possession, immediately surrender the Leased Premises to Landlord, and if

Tenant fails to do so, Landlord may enter and take possession of the Leased Premises.

- C. GENERAL REMEDY: Notwithstanding Landlord's entry and possession or termination under any other section, whether or not the Leased Premises or any part thereof shall have been relet, Landlord shall have the right to declare the unpaid balance of the Rent for the remaining Lease Term as due and payable at once and to enforce payment thereof.
- D. REMEDIES CUMULATIVE: The various rights and remedies reserved herein to the parties shall not be considered as exclusive of any other right or remedy, but as cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity.

SECTION XIV - MORTGAGE RECOGNITION

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

SECTION XV - MISCELLANEOUS

- A. COMPLIANCE WITH LAWS: Tenant agrees to comply with and to require its employees and contractors, and to cause the Leased Premises to comply with all federal, state, and local laws, ordinances, regulations, and directions relating to the physical aspects of the Leased Premises or Tenant's use thereof and the business of Tenant conducted therein. Should any alterations to the Leased Premises become necessary in order to comply with this provision, Tenant shall be responsible therefor.
- B. ENTIRE AGREEMENT: This Lease contains the entire agreement between the parties. No agreement shall be effective to change or terminate this Lease unless written and signed by the party against whom enforcement is sought.
- C. GOVERNING LAW: The laws of the State of Oklahoma shall govern the interpretation, validity, performance and enforcement of this Lease, and the venue for any disputes regarding Lease shall be Sapulpa, Oklahoma.
- D. QUIET ENJOYMENT: Upon execution of this agreement and Tenant's payment of the Rent and any other sums due hereunder, as well as the observance and performance of all the terms, conditions, and covenants to be performed or observed by Tenant under this Lease, Tenant shall have the exclusive right to peaceably and quietly hold and enjoy the Leased Premises for the Term hereof without hindrance or interruption by Landlord, or any other persons or persons lawfully or equitably claiming by, through, or under the Landlord, subject, nevertheless, to the terms and conditions of this Lease

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

Executed by Landlord the _____ day of _____, 2018.

City of Sapulpa, Oklahoma

Reg Green, Mayor

Attest:

Approved to form:

City Clerk

City Attorney

Executed by Tenant the _____ day of _____, 2018.

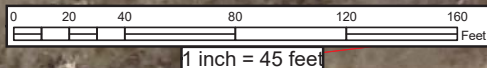
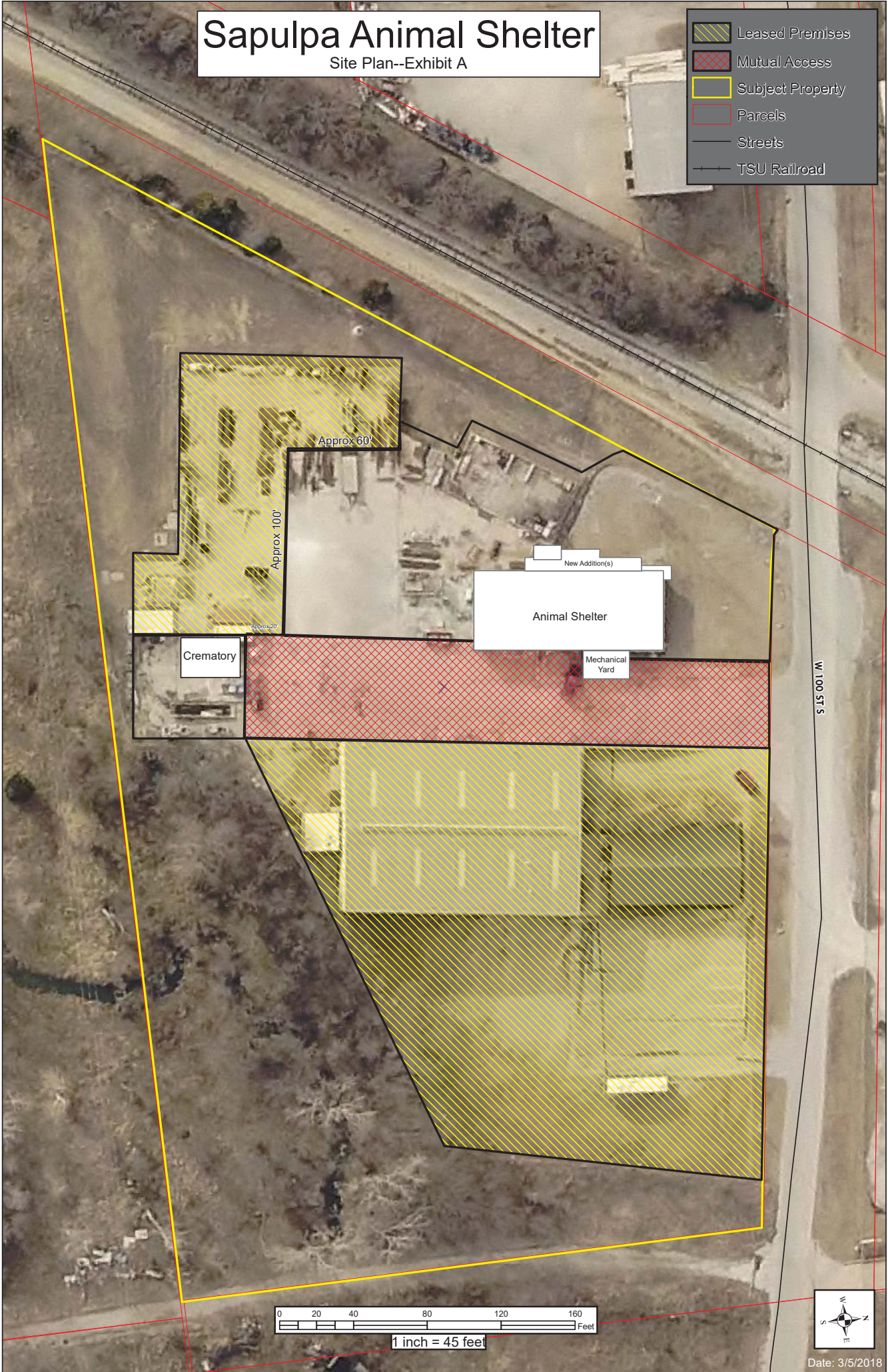
Glass Design, Inc.

Roger Weilacher, President

Sapulpa Animal Shelter

Site Plan--Exhibit A

- Leased Premises
- Mutual Access
- Subject Property
- Parcels
- Streets
- TSU Railroad





AGENDA ITEM

Administration 10.J.

City Council Regular

Meeting Date: March 5, 2018

Submitted By: Anna Jo Fife, City Manager Assistant

Department: City Manager

Presented By: CITY MGR.

SUBJECT:

Consider and take action with respect to a Resolution agreeing to file application with the Oklahoma Water Resources Board (The "OWRB") for financial assistance through their various loan programs, with the loan proceeds being for the purpose of financing certain Wastewater System Improvements; and containing other provisions related thereto.

BACKGROUND:

This item authorizes the submittal of a loan application with the Oklahoma Water Resources Board to be filed on behalf of the City of Sapulpa for infrastructure needs at the Wastewater Treatment Plant and for a sewer extension line along 81st and Frankhoma Road. This resolution is required by OWRB and only authorizes the preparation and submittal of the application for the loan, not the application itself.

RECOMMENDATION:

Attachments

res-owrb

RESOLUTION NO. _____

A RESOLUTION AGREEING TO FILE APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD (THE "OWRB") FOR FINANCIAL ASSISTANCE THROUGH THEIR VARIOUS LOAN PROGRAMS, WITH THE LOAN PROCEEDS BEING FOR THE PURPOSE OF FINANCING CERTAIN WASTEWATER SYSTEM IMPROVEMENTS; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Sapulpa Municipal Authority (the "Authority") has under consideration the financing of certain wastewater system improvements, and related costs (the "Project"); and

WHEREAS, it is deemed desirable for the Authority to give preliminary authorization for the issuance of obligations for such purpose; and

WHEREAS, the Oklahoma Water Resources Board has made monies available to qualified entities for the financing or refinancing of certain qualifying projects; and

WHEREAS, the Authority hereby agrees to file an application(s) with the Oklahoma Water Resources Board for financial assistance in the aggregate amount which will be sufficient to accomplish the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE SAPULPA MUNICIPAL AUTHORITY, THAT:

Section 1. Application. The Authority shall file an Application(s) with the Oklahoma Water Resources Board seeking financial assistance through the OWRB; and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized to execute said Application(s) for and on behalf of the Authority. The Authority is further authorized to advance to the Oklahoma Water Resources Board the necessary application fees in connection with the referenced Application(s).

Section 2. Other Matters. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized and directed to do all other lawful things necessary to carry out the terms and conditions of this Resolution.

PASSED, ADOPTED AND APPROVED THIS 5TH DAY OF MARCH, 2018.

SAPULPA MUNICIPAL AUTHORITY

(SEAL)

ATTEST:

Chairman

Secretary

STATE OF OKLAHOMA)
)SS
COUNTY OF CREEK)

I, the undersigned, Secretary of the Sapulpa Municipal Authority, Creek County, Oklahoma, do hereby certify that the above and foregoing is a true, full and correct copy of an excerpt from the minutes of a meeting of the Board of Trustees of said Authority, held on the date above stated, all as recorded in the official minutes of such meeting. I further certify that the "Open Meeting Law" was complied with for such meeting.

GIVEN UNDER MY HAND THIS 5TH DAY OF MARCH, 2018.

(SEAL)

Secretary



AGENDA ITEM

City Council Regular

12.A.

Meeting Date: March 5, 2018

Submitted By: Shirley Burzio, City Clerk

Department: City Clerk

Presented By:

SUBJECT:

Official Certificate of Votes from Creek County Election Board for the February 13, 2018, City Council Primary Election.

BACKGROUND:

RECOMMENDATION:

Attachments

Official Certificate of Votes

OFFICIAL CERTIFICATE OF VOTES
CREEK COUNTY, OKLAHOMA
FEBRUARY 13, 2018

CITY OF SAPULPA
FOR COUNCILOR WARD TWO, SEAT ONE CITY OF SAPULPA.

Precinct	CHARLES STEPHENS	BRIAN STEPHENS	JASON T WILDER	E. C. JONES
CREEK COUNTY PCT 190121	5	2	0	0
CREEK COUNTY PCT 190122	20	3	0	5
CREEK COUNTY PCT 190131	4	7	0	0
CREEK COUNTY PCT 190132	0	0	0	0
CREEK COUNTY PCT 190143	2	5	1	2
CREEK COUNTY PCT 190401	0	0	0	0
CREEK COUNTY PCT 190402	6	6	0	8
CREEK COUNTY PCT 190403	0	0	0	0
CREEK COUNTY PCT 190414	0	0	0	1
Total:	37	23	1	16

WE, THE DULY APPOINTED MEMBERS OF THE CREEK COUNTY ELECTION BOARD, STATE OF OKLAHOMA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT NUMBER OF VOTES CAST IN THE ELECTION HELD ON 2/13/2018. RESULTS OF SAID ELECTION ARE SHOWN ABOVE. DATED AT SAPULPA, OKLAHOMA, THIS 16th DAY OF FEBRUARY, 2018.

Nancy Toomey
CHAIRMAN

Janna Bolton
VICE CHAIRMAN

Yancy Knipe
SECRETARY

RECEIVED AND FILED
 This 28 day of Feb, 2018
 City Clerk Lea
 OF SAPULPA, OKLAHOMA



Executive Session 14.A.

City Council Regular

Meeting Date: March 5, 2018

Submitted By: Amy Hoehner, Legal Assistant, Legal

SUBJECT:

Consider entering into Executive Session for the purpose of:



Executive Session 14.A.1.

City Council Regular

Meeting Date: March 5, 2018

Submitted For: David Widdoes, City Attorney

Submitted By: Amy Hoehner, Legal Assistant, Legal

SUBJECT:

Confidential communication with the City Attorney concerning pending investigation, claims, and potential action involving the Cobb Street improvement project, upon advice that disclosure will seriously impair the ability of the public body to process the investigation, claim, and action in the public interest. [25 O.S. Section 307 B (4)]



Executive Session 14.B.

City Council Regular

Meeting Date: March 5, 2018

Submitted By: Amy Hoehner, Legal Assistant, Legal

SUBJECT:

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