

SAPULPA CITY COUNCIL MEETING

CITY HALL - 425 EAST DEWEY AVENUE

COUNCIL CHAMBERS, 2ND FLOOR

7:00 P.M., MONDAY, JUNE 4, 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 4th day of June, 2018, in the Council Chambers, Sapulpa City Hall, 425 East Dewey Avenue, Sapulpa, Oklahoma, with the agenda for said meeting as follows:

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

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

- AGENDA -

1. **CALL TO ORDER.**
2. **INVOCATION.**
3. **PLEDGE OF ALLEGIANCE.**
4. **ROLL CALL.**
5. **MINUTES.**
 - A. Consider approval of minutes for the May 21, 2018, regular city council meeting.
6. **APPOINTMENTS, AWARDS, PRESENTATIONS, AND PROCLAMATIONS.**
 - A. Consider confirming the following Mayoral appointments to the Golf Course Committee:

Chuck Mitchell for a one-year term, with said term expiring in June 2019.

Reg Green for a two-year term, with said term expiring in June 2020.

Jim Berryhill for a three-year term, with said term expiring in June 2021.

Carla Stinnett for a four-year term, with said term expiring in June 2022.

Theresa Jones for a four-year term, with said term expiring in June 2022.

Rick Engleman for a five-year term, with said term expiring in June 2023.

Andy Tuttle for a five-year term, with said term expiring in June 2023.

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 \$ 159,074.61

8. **PUBLIC HEARINGS.**

A. Consider conducting a public hearing to receive public comments on the City of Sapulpa's budget for the fiscal year beginning July 1, 2018 and ending June 30, 2019.

9. **COMMUNITY DEVELOPMENT.**

A. Discussion and possible action regarding the application by "Pediatric Care of Sapulpa" for a Final Plat, FP-2018-01, and a waiver of Section 4.3 (Sidewalks) of the City of Sapulpa Subdivision Regulations for the property located at the Northeast corner of West Taft Avenue and South Bixby Street.

B. Discussion and possible action regarding the application by Greg Goodman for a Specific Use Permit, SUP-022, to allow an Airbnb use in an AG (Agriculture) District for the property located at 4727 Edgewood Drive.

10. **ADMINISTRATION.**

A. Discussion and possible action regarding Grant for Continuing Education (CE OLA 2018 Conference Grant) from the Oklahoma Department Libraries in the amount of of \$3,652.00 to the Bartlett-Carnegie Public Library.

B. Discussion and possible action regarding a Professional Services Agreement for Engineering Services with Tetra Tech for a hydraulic study in the area of North Watchorn Street and East Hobson Avenue in the amount of \$21,700.00.

- C. Discussion and possible action regarding 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 \$3,652.00 for the purpose of recognizing grant funds awarded and appropriate such fund for the purpose of training & travel expenses.

- D. Discussion and Possible action regarding an Ordinance of the City of Sapulpa, Oklahoma, Amending the Master Fee Schedule to the Sapulpa City Code, Appendix A, Sections 17.17-202, 17.17-203, 17.17-222, and 17.17-511, by Providing for Amended Water, Sewer, and Refuse Collection Rates; Repealing All Ordinances or Parts of Ordinances in Conflict with this Ordinance; and Providing That If Any Part or Parts of this Ordinance Are Held Invalid or Ineffective, the Remaining Portions Shall Not Be Affected; Providing an Effective Date and Declaring an Emergency.

- E. Discussion and possible action regarding a Resolution of the City Council of the City of Sapulpa, Oklahoma, adopting and appending a budget for the City of Sapulpa Oklahoma, ratifying and thereby adopting the Sapulpa Municipal Authority Budget, the Sapulpa Development Authority Budget and adopting all other funds as required by statute or ordinance for the year beginning July 1, 2018, and ending June 30, 2019.

- 11. **NEW BUSINESS.** (Items that were not known about at the time of posting the agenda.)

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

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

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

- 14. **EXECUTIVE SESSION.**
 - A. Consider entering into Executive Session to discuss the following:
 - 1. Confidential communications with City Attorney concerning threatened and/or pending claim from Tri-Star Construction, LLC, involving the Cobb Avenue Street Improvements Project, upon advice that disclosure would seriously impair the ability of the public body to process the claim in the public interest. [25 O.S. Section 307 B (4)].

- B.** Consider action in Open Session regarding matters discussed in Executive Session, including without limitation, approval of agreement to hire outside counsel to assist in resolution of claim.

15. ADJOURNMENT.

Posted this 1st day of June, 2018 at or before 5:00 p.m., at the Sapulpa City Hall, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Name: *Anna Jo Fife*

Title: *Administrative Assistant*



City Council Regular

5.A.

Meeting Date: June 4, 2018

Submitted For: Shirley Burzio, City Clerk

Submitted By: Amy Hoehner, Legal Assistant

SUBJECT:

Consider approval of minutes for the May 21, 2018, regular city council meeting.

Attachments

minutes.05-21-2018 city

DRAFT

CITY OF SAPULPA, OKLAHOMA
COUNCIL PROCEEDINGS
Meeting of May 21, 2018

The City Council of Sapulpa, Oklahoma, met in regular session Monday, May 21, 2018, at 7:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Present: Reg Green, Mayor
Louis Martin, Jr., Vice-Mayor
John Anderson, Councilor
Bruce Bledsoe, Councilor
Marty Cummins, Councilor
Craig Henderson, Councilor
Hugo Naifeh, Councilor
Charles Stephens, Councilor
Carla Stinnett, Councilor

Absent: Wes Galloway, Councilor

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

1. INVOCATION.

The invocation was given by Vice-Mayor Louis Martin.

2. PLEDGE OF ALLEGIANCE.

Mayor Reg Green led the Pledge of Allegiance.

3. MINUTES AND CONSENT ITEMS .

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

- A.** Approve the minutes for the May 7, 2018, sine die, organizational and regular city council meetings;
- B.** Approve claims in the amount of \$ 1,759,450.49.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

4. COMMUNITY DEVELOPMENT.

- A.** Motion was made by Councilor Marty Cummins, seconded by Councilor Hugo Naifeh, to approve SUP-020, application for a Specific Use Permit, to Mission Street, LLC, to allow a mini-storage use at 1201 West Taft Avenue with the following conditions: The City of Sapulpa Corridor Design Criteria shall be followed, unless waived by the city council. The landscape ordinance shall be followed, unless specifically waived by the city council. And, the specific use permit is limited to the existing owner and terminates upon any transfer of ownership or occupancy of the property.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0..

5. ADMINISTRATION.

- A.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve the award of bid, Option #2, in the amount of \$83,784.00 to Childs Play, Inc., for playground equipment, safety surface, and installation of improvements at Kelly Lane Park.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0..

- B.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve agreements for major thoroughfare materials and supplies to Apac-Central, Inc., Maxwell Supply, Fortiline Waterworks, Dunham Asphalt Services, Mohawk Material, Fensco, and Dolese Brothers.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- C.** Motion was made by Councilor Craig Henderson, seconded by Vice-Mayor Louis Martin, to approve the Right-of-Way Use Agreement with the Oklahoma Turnpike Authority for the expansion of the Turner Turnpike (I-44) within the city limits.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- D.** Motion was made by Councilor Hugo Naifeh, seconded by Vice-Mayor Louis Martin, to approve the adoption of a resolution of the City Council of the City of Sapulpa, Oklahoma; authorizing staff to initiate process to consider formation of a Tax Increment Finance District; directing preparation of a project plan; appointing a review committee; directing the review committee to make findings as to eligibility of designated project area and financial impact, if any, on taxing jurisdictions within the proposed district; directing the review committee to make a recommendation with respect to the proposed project plan; directing the planning commission to make a recommendation with respect to the proposed project plan; and containing other provisions relating thereto; and declaring an emergency. (Resolution No. 4528)

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

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

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- E.** Motion was made by Councilor Marty Cummins, seconded by Vice-Mayor Louis Martin, to approve the agreement for legal services with Hilborne and Weidman, P.C., as special counsel to assist creating a Tax Increment Financing District for the SeneGence International Midwest Business Park.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- F.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve the merchant credit card processing applications and agreements with 4 Leaf Solutions for credit card processing and authorizing the Mayor to sign all agreements.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

- G. Motion was made by Councilor John Anderson, seconded by Vice-Mayor Louis Martin, to approve the agreement for professional engineering services with Garver, LLC, for storm drain impact evaluation on Dogwood Lane in an amount not to exceed \$5,000.00.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

6. **PUBLIC COMMENTS.**

Ms. Carla Cale told the council that her property adjoins the property owned by Senegence. She owns more than five acres, and it is zoned agricultural. She wanted to bring to the council's attention that state law was not followed when the city annexed her property because she was not given notification of the city's intent to annex her property.

7. **EXECUTIVE SESSION.**

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

1. Discuss the purchase and/or acquisition of Lots 2, 3, and 6, Block 9, Original Town Sapulpa, Creek County, Oklahoma [25 O.S. Section 307 B (3)];
2. Discuss the purchase and/or acquisition land situated in Lots 2 and 4 of Section 2, Township 17 North, Range 11 East, Creek County, Oklahoma [25 O.S. Section 307 B (3)].

ROLL CALL: AYE-John Anderson, Bruce Bledoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

Council convened into an executive session at 7:40 o'clock P.M.

At 8:05 o'clock P.M. and in open session, Mayor Reg Green called the regular council meeting to order.

- B.** Motion was made by Councilor Craig Henderson, seconded by Vice-Mayor Louis Martin, to approve a contract with Jeff Laws in the amount of \$185,000.00 for the purchase and/or acquisition of Lots 2, 3, and 6, Block 9, Original Town, Sapulpa, Creek County, Oklahoma.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

Motion was made by Councilor Craig Henderson, seconded by Councilor Hugo Naifeh, to approve a contract with Boyd Cherry in the amount of \$25,000.00 for the purchase and/or acquisition of land situated in Lots 2 and 4, Section 2, Township 17 North, Range 11 East, Creek County, Oklahoma, with funding of the purchase to be made by the Sapulpa Park Friends.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

8. ADJOURNMENT.

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

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 9-0.

Mayor

Attest:

City Clerk



AGENDA ITEM

Presentations & Proclamations 6.A.

City Council Regular

Meeting Date: June 4, 2018

Submitted By: Rick Rumsey, Assistant City Manager

Department: Assistant City Manager

Presented By: Rick Rumsey

SUBJECT:

Consider confirming the following Mayoral appointments to the Golf Course Committee:

Chuck Mitchell for a one-year term, with said term expiring in June 2019.

Reg Green for a two-year term, with said term expiring in June 2020.

Jim Berryhill for a three-year term, with said term expiring in June 2021.

Carla Stinnett for a four-year term, with said term expiring in June 2022.

Theresa Jones for a four-year term, with said term expiring in June 2022.

Rick Engleman for a five-year term, with said term expiring in June 2023.

Andy Tuttle for a five-year term, with said term expiring in June 2023.

BACKGROUND:

All appointees have indicated a willingness to serve on the Committee.

RECOMMENDATION:

Staff recommends Council confirm these Mayoral appointments to the Golf Course Committee.



Consent Agenda 7.A.

City Council Regular

Meeting Date: June 4, 2018

Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving Claims in the amount of \$ 159,074.61

Attachments

Claims List 6-4-18

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
119794	99-1000	MED NOW URGENT CARE CENTER,	PHYSICAL/DRUG SCREEN	5/2018	366303	83.00
122939	99-10159	LAWRENCE COUNTY NEWSPAPERS,	PUBLISH ORDINANCE #2795	5/2018	17040	82.55
122941	99-10160	MERRIFIELD OFFICE SOLUTIONS	NAME PLATE FOR COUNCILOR	5/2018	0145214-001	9.99
123197	99-10160	MERRIFIELD OFFICE SOLUTIONS	MISC SUPPLIES	5/2018	0145768-001	163.34
123354	99-10160	MERRIFIELD OFFICE SOLUTIONS	RUGS/PHONE	5/2018	0145511-001	216.96
123359	99-10160	MERRIFIELD OFFICE SOLUTIONS	MISC OFFICE SUPPLIES	5/2018	0145862-001	84.42
123361	99-10160	MERRIFIELD OFFICE SOLUTIONS	BUSINESS CARDS	5/2018	0145656-001	25.00
123196	99-10235	HULETT, MARK	MEAL REIMBURSEMENT	5/2018	5/21/18 123196	12.00
123200	99-10252	CECIL COX ENTERPRISES	NEW TIRE FOR EXPEDITION	5/2018	3027145	237.40
123297	99-10252	CECIL COX ENTERPRISES	FRONT END ALIGNMENT	5/2018	3027471	69.95
121111	99-10377	GREEN COUNTRY SHREDDING &	R32 GAL CONTAINERS	5/2018	45862	30.00
123300	99-10434	DAVIS, KENDRIC	MEAL REIMBURSEMENT	5/2018	5/23-25/18 123300	36.00
123199	99-10435	PITTINGER, BAYLOR	MEAL REIMBURSEMENT	5/2018	5/23-25/18 123199	36.00
122145	99-10555	WILLIAMS, JENNIFER	MEAL REIMBURSEMENT	5/2018	5/24/18 122145	12.00
122134	99-10621	VAUGHN, SKYLAR	MEAL REIMBURSEMENT	5/2018	5/1-22/18 122134	264.00
122135	99-10622	BYRNES, CADY	MEAL REIMBURSEMENT	5/2018	5/1-22/18 122135	264.00
123176	99-10660	STANDARD & ASSOCIATES, INC	TEST BOOKLETS	5/2018	SA000037623	1,537.50
123195	99-10667	WELSH, BRANDAN	MEAL REIMBURSEMENT	5/2018	5/21-22/18 123195	24.00
122391	99-10668	LAWSON JEFF	PURCHASE PROP-8TH ST PROJ	5/2018	BLK 9 LAWSON	48,812.74
123190	99-1563	THE PEAVEY CORPORATION	10 METH TEST KITS	5/2018	345012	137.00
122448	99-1565	OKLAHOMA MUNICIPAL ASSURAN	CE REIMBURSEMENT-OVERPAY	5/2018	9/2-8/17 L SLUDER	180.80
122241	99-2114	ACCURATE FIRE EQUIP, INC.	SCBA BOTTLES	5/2018	5-84795	400.75
123260	99-28	OG&E	MAY 2018 ELEC CHARGES	5/2018	5/22/18 123260	4,869.00
123025	99-2926	APAC CENTRAL, INC	ASPHALT FOR PARKING LOT	5/2018	7001095469	5,487.05
122392	99-3270	LOEFFLER, ALLEN & HAM	TITLE OPINIONS	5/2018	B CHERRY 5/21/18	750.00
122918	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR VEHICLES	5/2018	153-106023	119.83
123292	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR TIRE REPAI	5/2018	153-107288	28.35
123294	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR VEHICLES	5/2018	153-106985	366.16
123295	99-3707	O'REILLY AUTOMOTIVE INC	TIRE PRESSURE SENSOR	5/2018	153-107182	48.70
123298	99-3707	O'REILLY AUTOMOTIVE INC	OIL FILTER-DODGE TRUCK	5/2018	153-107435	31.30
123299	99-3707	O'REILLY AUTOMOTIVE INC	FRONT/REAR BRAKE PADS	5/2018	153-107628	104.78
119793	99-3797	OCCUPATIONAL HEALTH CENTER	PRE-EMPLOY DRUG SCREEN	5/2018	256104036	227.00
120705	99-3822	TYLER TECHNOLOGIES, INC	ONLINE CREDIT CARD FEES	5/2018	025-224924	125.00
120150	99-39	WAL-MART	MISC OFFICE SUPPLIES	5/2018	019016A 4/19/18	26.80
121600	99-39	WAL-MART	MISC SUPPLIES FOR MAINT	5/2018	027554 4/27/18	5.87
122171	99-39	WAL-MART	MISC SUPPLIES	5/2018	019016 4/19/18	39.91
122615	99-39	WAL-MART	MISC JANITORIAL SUPPLIES	5/2018	019016B 4/19/18	123.18
122657	99-39	WAL-MART	PRINTER	5/2018	009338 5/9/18	79.00
122672	99-39	WAL-MART	MISC OFFICE SUPPLIES	5/2018	016834D 4/16/18	25.89
122673	99-39	WAL-MART	MISC JANITORIAL SUPPLIES	5/2018	016834C 4/16/18	119.19
122675	99-39	WAL-MART	MISC OPERATIONAL SUPPLIES	5/2018	016834B 4/16/18	193.14
122676	99-39	WAL-MART	PRINTING SUPPLIES	5/2018	016834A 4/16/18	68.49
122677	99-39	WAL-MART	MISC SUPPLIES FOR SHELTER	5/2018	016834 4/16/18	9.85
123067	99-39	WAL-MART	MONITOR FOR PATROL AREA	5/2018	009517 5/9/18	83.97
123074	99-39	WAL-MART	IPAD FOR DRONE	5/2018	009964 5/9/18	329.00
123256	99-39	WAL-MART	NEW TELEPHONE	5/2018	009853 5/9/18	36.31
120646	99-4047	SHOW, INC.	SHREDDING PICK UP	5/2018	18640	20.00
121405	99-4047	SHOW, INC.	CLEAN UP TRASH/LEAVES	5/2018	18639	40.00
119797	99-4661	NEAL & JEAN'S FLOWERS &	GIFHOSPITALITY ARRANGEMENTS	5/2018	025112	90.00
122972	99-5388	OFFICE DEPOT 25022426	MISC OFFICE SUPPLIES	5/2018	136194202001	107.70

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
122922	99-6181	IFSTA-FIRE PROTECTION PUBLIFIRE OFFICER 1 EDITION-36		5/2018	105938	3,031.20
123072	99-6397	DELOACHE, JASON	MEAL REIMBURSEMENT	5/2018	5/23/18 123072	12.00
121110	99-6457	CRAWFORD & ASSOCIATES, PC	CONSULT/ADVISORY SRVCS	5/2018	11491	253.06
122388	99-6465	WIDDONES, DAVID	REIMBURSE FOR TRAINING	5/2018	5/15/18 122388	114.19
122389	99-664	CREEK COUNTY ABSTRACT CO.,	JEFF LAWSON-ABSTRACT	5/2018	109875	375.00
122971	99-7019	DELL MARKETING LP	COMPUTERS/MONITORS	5/2018	10240922123	4,581.78
123069	99-7307	MADDEN, JIM	MEAL REIMBURSEMENT	5/2018	5/17/18 123069	12.00
122689	99-7513	LARSON, BRANDON	MEAL REIMBURSEMENT	5/2018	5/21/18 122689	12.00
121614	99-8016	NORTHERN SAFETY COMPANY	INYEARLY SERVICE/TEST FEE	5/2018	902944252	1,131.75
121882	99-8074	SPECIAL OPS UNIFORMS, INC	UNIFORMS FOR NEW OFFICERS	5/2018	783275	2,089.50
123051	99-8074	SPECIAL OPS UNIFORMS, INC	UNIFORM PANTS-ALL EMPLOYE	5/2018	783267	2,556.41
122919	99-8346	CARNER PLUMBING, INC.	W/D PIPING-CENTRAL STATIO	5/2018	21284	300.00
123198	99-8555	YORK ELECTRONIC SYSTEMS, IN	SERVICE AGRMNT-FIRE ALARM	5/2018	3/15/17-3/15/18	610.50
122914	99-8556	R.A.W. ENTERPRISES	MISC TOOLS/EQUIPMENT	5/2018	2298	375.00
123301	99-8564	CLAYTON, DERRICK	MEAL REIMBURSEMENT	5/2018	5/23-25/18 123301	36.00
122942	99-8769	OKLAHOMA DEPARTMENT OF LABO	ANN ELEVATOR INSPECTION	5/2018	180518E30613	112.50
120327	99-8817	DE LAGE LANDEN PUBLIC FINAN	COPIER/PRINTER LEASE	5/2018	59373194	150.00
123321	99-8871	STATE BOARD OF VETERINARY M	EUTHANASIA TECH RENEWAL	5/2018	C KALER 209 6/30/1	80.00
123291	99-8982	FOSTER, LESTER	REIMBURSEMENTS-TRAINING	5/2018	5/18/18 123291	162.12
123071	99-9027	SOLE, MIKE	MEAL REIMBURSEMENT	5/2018	5/23/18 123071	12.00
123202	99-9072	VICKREY JAMES	TUITION REIMBURSEMENT	5/2018	5/23/18 123202	521.25
123073	99-9100	LOWRY, JAMES	MEAL REIMBURSEMENT	5/2018	5/23/18 123073	12.00
120019	99-9859	VERIZON WIRELESS SERVICES	LMOBILE BROADBAND PLAN	5/2018	9806919420	40.01
123201	99-9974	BOWERS OIL CO.	DIESEL FOR GENERATORS	5/2018	34810	178.97
120036	99-9996	ALLIANCE MAINTENANCE, INC.	JANITORIAL SERVICES	5/2018	104157	1,595.00
120446	99-9996	ALLIANCE MAINTENANCE, INC.	JAN SRVCS-CITY HALL/ANNEX	5/2018	104161	947.50
FUND TOTAL:						85,576.61

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

123174	99-10065	KUBOTA OF NORTHWEST ARKANSA	OIL AND FILTER FOR TRACTO	5/2018	P16396	61.13
122767	99-10154	HAWKINS, INC	POLYMER FOR SLUDGE	5/2018	4279400	3,059.05
122982	99-10160	MERRIFIELD OFFICE SOLUTIONS	BUSINESS CARDS	5/2018	0146271-001	50.00
123354	99-10160	MERRIFIELD OFFICE SOLUTIONS	RUGS/PHONE	5/2018	0145511-001	216.97
123355	99-10160	MERRIFIELD OFFICE SOLUTIONS	YEARLY PLANNER	5/2018	0145693-001	25.89
123361	99-10160	MERRIFIELD OFFICE SOLUTIONS	BUSINESS CARDS	5/2018	0145656-001	25.00
123253	99-10558	TECHNICAL PROGRAMMING SERV	MAILING FEES-UTIL BILLING	5/2018	101467	144.36
123164	99-1443	BRENNTAG SOUTHWEST, INC.	BRENPHOS	5/2018	BSW984813	1,696.32
123165	99-1443	BRENNTAG SOUTHWEST, INC.	CHEMICALS-SODIUM PERM	5/2018	BSW984814	4,097.60
123166	99-1443	BRENNTAG SOUTHWEST, INC.	CHLORINE	5/2018	BSW984815	2,310.00
123260	99-28	OG&E	MAY 2018 ELEC CHARGES	5/2018	5/22/18 123260	23,959.98
120235	99-3373	BIO-AQUATIC TESTING INC.	QRTLTY TESTING-DEQ REQUIRE	5/2018	52879	1,800.00
120239	99-3437	ADVANCE ELECTRICAL SERVICE	SON CALL ELECTRICIAN	5/2018	16980	123.75
120978	99-3437	ADVANCE ELECTRICAL SERVICE	SREPAIRS-TAFT LIFT STATION	5/2018	16999	1,375.00
121732	99-3437	ADVANCE ELECTRICAL SERVICE	STROUBLESHOOT PROBLEMS	5/2018	16983	412.50
119369	99-3593	CITY OF TULSA	METER CONNECT FEE-POLSON	5/2018	107001042 5/7/18	547.59
123290	99-3707	O'REILLY AUTOMOTIVE INC	2 CANS OF FREEON	5/2018	153-106010	13.98
123294	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR VEHICLES	5/2018	153-106985	35.46
123551	99-3707	O'REILLY AUTOMOTIVE INC	SEAT BELT/OIL FILTERS	5/2018	153-107676	159.64
120705	99-3822	TYLER TECHNOLOGIES, INC	ONLINE CREDIT CARD FEES	5/2018	025-224924	301.00

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
120706	99-3908	VERDIGRIS VALLEY ELEC COOP	SWRCS ELECTRIC	5/2018	2621103200 4/30/18	12.80
121405	99-4047	SHOW, INC.	CLEAN UP TRASH/LEAVES	5/2018	18639	40.00
123169	99-4104	ODEQ	TEMP WATER CERT-J JOHNSON	5/2018	J JOHNSON 100841	62.00
123158	99-4112	ACCURATE ENVIRONMENTAL INC.	MAY OPEDES	5/2018	AE08050	181.00
123159	99-4112	ACCURATE ENVIRONMENTAL INC.	TOC MAY	5/2018	AE08048	63.00
122879	99-4819	ODEQ	STATE LAB FEES	5/2018	18041690021	1,995.54
122882	99-4819	ODEQ	WATER PLANT PERMIT	5/2018	18052591287	7,312.52
121730	99-5295	CLIFFORD POWER SYSTEMS	TROUBLESHOOT GENERATOR	5/2018	SVC-0071337	614.40
122875	99-5388	OFFICE DEPOT 25022426	OFFICE CHAIR	5/2018	132537664001	299.99
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	5/2018	8241482994	41.14
120711	99-7821	CREEK COUNTY RURAL WATER #2	WATER	5/2018	4094 3/23-4/24/18	85.50
122772	99-8543	SUTTON TRACTOR	HYDRAULIC TANK/OIL	5/2018	5436B	36.97
122942	99-8769	OKLAHOMA DEPARTMENT OF LABOANN	ELEVATOR INSPECTION	5/2018	180518E30613	112.50
123162	99-9084	SCHUERMANN ENTERPRISES, INC	SERVICE CALL-CHLORINE PUM	5/2018	3041	298.05
120318	99-9202	AT&T	DEDICATED PHONE-SKIATOOK	5/2018	9182462544 5/15/18	106.30
119368	99-9393	AIRLINK INTERNET SVCS	CAMERA NETWORK FEE	5/2018	68536	599.80
123153	99-9398	THE UPS STORE #3965	SHIPPING FEES-DR5000	5/2018	7338 5/9/18	152.39
122452	99-9788	MATRIX SERVICE INC.	CLEANING OF CLARIFIERS	5/2018	214MY13099	9,049.50
120446	99-9996	ALLIANCE MAINTENANCE, INC.	JAN SRVCS-CITY HALL/ANNEX	5/2018	104161	947.50

FUND TOTAL: 62,426.12

FUND: 29 - STORMWATER MANAGEMENT

SUMMARY REPORT

122826	99-1037	AMERICAN TEXTILE SCREENPRINT-SHIRTS AND HOODIES		5/2018	30941	455.00
122391	99-10668	LAWSON JEFF	PURCHASE PROP-8TH ST PROJ	5/2018	5/29/18 LOTS 2,3,6	135,000.00
123360	99-141	LOCKE SUPPLY CO.	LIGHT BULBS	5/2018	34374608-00	116.43
123260	99-28	OG&E	MAY 2018 ELEC CHARGES	5/2018	5/22/18 123260	123.53
123550	99-3707	O'REILLY AUTOMOTIVE INC	FUEL FILTER/OIL	5/2018	153-107673	181.85
113691	99-4819	ODEQ	OKR04 PERMIT FEE	5/2018	18051690039	748.11
122972	99-5388	OFFICE DEPOT 25022426	MISC OFFICE SUPPLIES	5/2018	136194201001	8.34
120782A	99-9738	JACQUELYN BROOKE KONONCHUK	SERVICE AGREEMENT	5/2018	MAY-18	4,614.00

FUND TOTAL: 141,247.26

FUND: 30 - STREET & ALLEY

SUMMARY REPORT

122826	99-1037	AMERICAN TEXTILE SCREENPRINT-SHIRTS AND HOODIES		5/2018	30941	1,218.00
123260	99-28	OG&E	MAY 2018 ELEC CHARGES	5/2018	5/22/18 123260	325.11
123289	99-4733	KIRBY-SMITH MACHINERY, INC	FLIGHT SCREW BEARINGS	5/2018	P37229	90.22

FUND TOTAL: 1,633.33

FUND: 31 - CEMETERY MAINTENANCE

SUMMARY REPORT

123260	99-28	OG&E	MAY 2018 ELEC CHARGES	5/2018	5/22/18 123260	243.89
122558	99-3707	O'REILLY AUTOMOTIVE INC	EQUIPMENT REPAIRS	5/2018	153-107412	67.28
123401	99-39	WAL-MART	SUNSCREEN	5/2018	011944 5/11/18	23.94
120605	99-6159	LOT MAINTENANCE OF OKLAHOMAMOW	RIGHT OF WAY AREAS	5/2018	035810	3,755.63
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	5/2018	8241482991	6.20
120606	99-8372	SAWYER ENTERPRISES	MOW FLOOD PROPERTY	5/2018	300052318	950.00
122574	99-8484	SHERWIN WILLIAMS COMPANY, IUNIFLEX	FOR REPAIRS	5/2018	5411-7	321.70
123403	99-8965	CHERRY TRUCKING & DIRT SALE	DIRT FOR GRAVES	5/2018	6456	1,560.00

FUND: 31 - CEMETERY MAINTENANCE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
122572	99-9026	HALL MANUFACTURING LLC	PARTS FOR MOWER	5/2018	87639	879.10
FUND TOTAL:						7,807.74
FUND: 32 - HUNTING & FISHING						SUMMARY REPORT
120710	99-10516	HINSCH MARY	COMMISSION SALES	5/2018	730452	75.50
123357	99-2217	DAYS DISCOUNT LUMBER INC	REPLACE BOARDS ON DOCK	5/2018	31253	58.75
123260	99-28	OG&E	MAY 2018 ELEC CHARGES	5/2018	5/22/18 123260	844.63
120768	99-8762	AT&T	INTERNET SERVICE	5/2018	157257122 5/7/18	139.98
FUND TOTAL:						1,118.86
FUND: 33 - GOLF COURSE						SUMMARY REPORT
123087	99-10252	CECIL COX ENTERPRISES	TIRES FOR GOLF CART	5/2018	3027330	84.90
123090	99-141	LOCKE SUPPLY CO.	WATER FILTERS F/MACHINES	5/2018	34413303-00	19.06
123080	99-175	STANDARD DISTRIBUTING INC	RESTOCK CONCESSION	5/2018	329962	203.41
122732	99-2217	DAYS DISCOUNT LUMBER INC	MATERIALS FOR FENCE	5/2018	31089	300.00
123260	99-28	OG&E	MAY 2018 ELEC CHARGES	5/2018	5/22/18 123260	687.29
123085	99-3794	BOTTLING GROUP, LLC	CONCESSION SUPPLIES	5/2018	19285904	299.88
122284	99-39	WAL-MART	MISC GRILL SUPPLIES	5/2018	017821 4/17/18	225.00
123079	99-39	WAL-MART	RESTOCK CONCESSION SUPPLI	5/2018	008337 5/8/18	70.22
123082	99-4686	ANHEUSER BUSCH SALES-OKLAHO	CONCESSION SUPPLIES	5/2018	184228	385.30
123084	99-5267	TITLEIST	GOLF BALL ORDER	5/2018	905889572	940.33
122742	99-5278	R & R PRODUCTS, INC.	SAFETY SNAKE CHAPS	5/2018	CD2234906	105.65
122972	99-5388	OFFICE DEPOT 25022426	MISC OFFICE SUPPLIES	5/2018	136194201001	46.00
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	5/2018	8241482996	7.53
123078	99-8436	LDF SALES & DISTRIBUTING,	IRESTOCK CONCESSION	5/2018	195180	214.65
123083	99-8442	SYSCO FOODS SERVICES OF OKL	CONCESSION SUPPLIES	5/2018	126427891	1,114.98
FUND TOTAL:						4,704.20
FUND: 34 - LIBRARY						SUMMARY REPORT
122863	99-1589	DEMCO, INC.	MISC LIBRARY SUPPLIES	5/2018	6379046	911.63
123260	99-28	OG&E	MAY 2018 ELEC CHARGES	5/2018	5/22/18 123260	1,141.74
120123	99-4047	SHOW, INC.	RECYCLING	5/2018	18624	30.00
122405	99-7276	BARNES & NOBLE BOOKSELLERS	CHILDREN/YOUNG ADULT BOOK	5/2018	3647123	1,648.75
122414	99-7276	BARNES & NOBLE BOOKSELLERS	SPECIALIZED BOOKS	5/2018	3645309	1,396.64
122942	99-8769	OKLAHOMA DEPARTMENT OF LABO	ANN ELEVATOR INSPECTION	5/2018	180518E30614	225.00
121724A	99-9890	EMPIRE PAPER CO	MISC JANITORIAL SUPPLIES	5/2018	0412293	287.40
FUND TOTAL:						5,641.16
FUND: 35 - PARKS & RECREATION						SUMMARY REPORT
123136	99-10662	BRANDON OUTLAW dba COMMERC	IREPLACE TREADMILL	5/2018	15289	2,600.00
123260	99-28	OG&E	MAY 2018 ELEC CHARGES	5/2018	5/22/18 123260	3,377.43
123288	99-3707	O'REILLY AUTOMOTIVE INC	3 CANS OF FREEON	5/2018	153-105554	20.97
123143	99-4004	H & M HEAT & AIR CONDITIO	NSERVICE CALL-BTW GYM	5/2018	40168	208.00
121104	99-4700	COX COMMUNICATIONS	CABLE-SENIOR & REC CENTER	5/2018	065575601 5/20/18	46.38
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	5/2018	8241482995	5.76
122779	99-9288	ADVANCE ALARMS, INC	SERVICE CALL	5/2018	1622587	190.00

FUND: 35 - PARKS & RECREATION

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
120552	99-9595	CAMPBELL WENDY	DATA ENTRY-TRACKING PROGR	5/2018	4/16-30/18 120552	690.00
FUND TOTAL:						7,138.54
FUND: 36 - SWIMMING POOL						SUMMARY REPORT
122503	99-10219	JOSEPH WILLIAM NOZAK NOZAK-SNO	CONE SUPPLIES	5/2018	5/22/18 122503	552.00
122791	99-10651	STRONGHAND LLC	CAULKING FOR WATERSLIDES	5/2018	1048	1,500.00
123260	99-28	OG&E	MAY 2018 ELEC CHARGES	5/2018	5/22/18 123260	232.72
122799	99-39	WAL-MART	BATTERIES-AUTO FLUSH UNIT	5/2018	025231 4/25/18	53.85
122507	99-6469	GREAT PLAINS COCA-COLA BOTTMISC	SUPPLIES FOR CONCESS	5/2018	14625200059	115.08
123147	99-7070	MO' PIZZA RESTAURANTS, LLC	CONCESSION SUPPLIES	5/2018	527181	138.00
122509	99-7868	WESTLAKE HARDWARE INC	MISC LANDSCAPE SUPPLIES	5/2018	8137105	250.74
122510	99-9173	ALL MAINTENANCE SUPPLY, INCMISC	JANITORIAL SUPPLIES	5/2018	68641-01	58.14
FUND TOTAL:						2,900.53
FUND: 40 - FIRE CASH						SUMMARY REPORT
122815	99-10605	TACTICAL RESCUE SERVICES, LINFLATABLE	BOAT COVER	5/2018	1173	225.00
FUND TOTAL:						225.00
FUND: 41 - POLICE CASH						SUMMARY REPORT
122367	99-4690	TOTAL RADIO, INC	T3000 REPEATER W/INSTALL	5/2018	113001650-1	11,573.50
FUND TOTAL:						11,573.50
FUND: 44 - MAJOR THOROFARE						SUMMARY REPORT
120445	99-2507	SIGNALTEK, INC	ANN MAINTENANCE AGREEMENT	5/2018	14184	650.00
120452	99-2507	SIGNALTEK, INC	TRAFFIC LIGHT REPAIRS	5/2018	14183	643.75
123260	99-28	OG&E	MAY 2018 ELEC CHARGES	5/2018	5/22/18 123260	22,233.24
FUND TOTAL:						23,526.99
FUND: 46 - WATER & SEWER SALES TAX						SUMMARY REPORT
122592	99-10094	JUAN LOZANO	OIL CHANGES FOR TRUCKS	5/2018	36416	42.49
123113	99-10560	CORE & MAIN LP	STOCK	5/2018	I802081	2,406.05
123118	99-10560	CORE & MAIN LP	2" DRESSER SLEEVE	5/2018	I857991	250.00
123122	99-10560	CORE & MAIN LP	MISC STOCK ITEMS	5/2018	I873688	940.80
123123	99-10560	CORE & MAIN LP	SEWER SUPPLIES	5/2018	I887360	216.27
122591	99-10670	E AND E CONCRETE AND TREE	SREMOVE TREE-902 N MOCCASI	5/2018	51618	3,000.00
123503	99-2217	DAYS DISCOUNT LUMBER INC	RAILROAD TIES	5/2018	31388	81.66
123260	99-28	OG&E	MAY 2018 ELEC CHARGES	5/2018	5/22/18 123260	357.62
119771	99-3321	CENTRAL TECH	MONTHLY CMOM SAFE CLASSES	5/2018	18-7320	210.00
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	5/2018	8241482997	5.32
123293	99-8539	CROW BURLNGAME COMPANY	TURN SIGNAL LIGHT	5/2018	106-7252	17.49
123296	99-8539	CROW BURLNGAME COMPANY	HYDRAULIC HOSE	5/2018	106-7368	81.96
FUND TOTAL:						7,609.66

FUND: 47 - VAC/SPAY/NEUTR ESCRW FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
122659A	99-8803	SPAY OKLAHOMA, INC	SPAY/NEUTER	5/2018	4/2/18-4/30/18	1,485.00
					FUND TOTAL:	1,485.00
FUND: 48 - WATER RESOURCE						SUMMARY REPORT
123122	99-10560	CORE & MAIN LP	MISC STOCK ITEMS	5/2018	I873688	827.80
123123	99-10560	CORE & MAIN LP	SEWER SUPPLIES	5/2018	I887360	30.00
					FUND TOTAL:	857.80
FUND: 59 - HOTEL/MOTEL TAX FUND						SUMMARY REPORT
123354	99-10160	MERRIFIELD OFFICE SOLUTIONS	RUGS/PHONE	5/2018	0145511-001	24.95
123361	99-10160	MERRIFIELD OFFICE SOLUTIONS	BUSINESS CARDS	5/2018	0145656-001	25.00
122969	99-5477	LAFEVERS CARPET LLC	CARPET FOR OFFICE	5/2018	31437	1,982.00
122971	99-7019	DELL MARKETING LP	COMPUTERS/MONITORS	5/2018	10240922123	816.00
					FUND TOTAL:	2,847.95
FUND: 65 - STREET IMP.SALES TAX						SUMMARY REPORT
111311R	99-7633	TRAFFIC ENGINEERING CONSULT	REPLACE LIGHT-DEWEY AVE	5/2018	11738	2,037.40
					FUND TOTAL:	2,037.40
					GRAND TOTAL:	370,357.65

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
5/2018	10	501-201	OFFICE SUPPLIES	9.99	
5/2018	10	503-201	OFFICE SUPPLIES	134.35	
5/2018	10	504-260	MINOR EQUIPMENT & FURNISHINGS	3,765.78	
5/2018	10	504-301	TRAINING AND TRAVEL	114.19	
5/2018	10	504-323	SURVEY/TITLE RESEARCH	1,125.00	
5/2018	10	506-301	TRAINING AND TRAVEL	90.00	
5/2018	10	506-311P	PHYSICALS	310.00	
5/2018	10	508-214	OPERATIONAL SUPPLIES	28.35	
5/2018	10	508-301	TRAINING AND TRAVEL	112.12	
5/2018	10	508-302	DUES & SUBSCRIPTIONS	50.00	
5/2018	10	508-331	UTILITIES	197.03	
5/2018	10	509-201	OFFICE SUPPLIES	6.09	
5/2018	10	509-260	MINOR EQUIPMENT & FURNISHINGS	36.31	
5/2018	10	509-311	PROFESSIONAL SERVICES	253.06	
5/2018	10	510-201	OFFICE SUPPLIES	23.49	
5/2018	10	510-351	MAINTENANCE-EQUIPMENT	125.00	
5/2018	10	511-101	SALARIES	180.80	
5/2018	10	511-201	OFFICE SUPPLIES	26.80	
5/2018	10	511-211	JANITORIAL SUPPLIES	123.18	
5/2018	10	511-214	OPERATIONAL SUPPLIES	39.91	
5/2018	10	511-221	FUEL AND OIL	178.97	
5/2018	10	511-231	MINOR TOOLS & EQUIPMENT	375.00	
5/2018	10	511-301	TRAINING AND TRAVEL	3,552.45	
5/2018	10	511-331	UTILITIES	1,955.18	
5/2018	10	511-351	MAINTENANCE-EQUIPMENT	1,538.37	
5/2018	10	511-352	MAINTENANCE-VEHICLES	357.23	
5/2018	10	511-353	MAINT-BUILDINGS & FIXTURE	300.00	
5/2018	10	511-505	LEASE PAYMENTS	150.00	
5/2018	10	512-141	CONTRACT LABOR	1,595.00	
5/2018	10	512-211	JANITORIAL SUPPLIES	123.56	
5/2018	10	512-214	OPERATIONAL SUPPLIES	4,782.66	
5/2018	10	512-301	TRAINING AND TRAVEL	744.00	
5/2018	10	512-314	UNIFORM CLEANING	2,089.50	
5/2018	10	512-331	UTILITIES	1,488.04	
5/2018	10	512-332	COMMUNICATIONS	40.01	
5/2018	10	512-352	MAINTENANCE-VEHICLES	589.59	
5/2018	10	512-353	MAINTENANCE-BUILDINGS	610.50	
5/2018	10	513-201	OFFICE SUPPLIES	25.89	
5/2018	10	513-211	JANITORIAL SUPPLIES	119.19	
5/2018	10	513-214	OPERATIONAL SUPPLIES	193.14	
5/2018	10	513-260	MINOR EQUIPMENT & FURNISHINGS	9.85	
5/2018	10	513-301	TRAINING & TRAVEL	80.00	
5/2018	10	513-313	PRINTING	68.49	
5/2018	10	513-331	UTILITIES	191.65	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
5/2018	10	514-331	UTILITIES	337.87	
5/2018	10	517-201	OFFICE SUPPLIES	28.19	
5/2018	10	517-352	MAINTENANCE-VEHICLE	31.30	
5/2018	10	518-260	MINOR EQUIPMENT & FURNISHINGS	816.00	
5/2018	10	518-313	PRINTING	25.00	
5/2018	10	590-141	CONTRACT LABOR	987.50	
5/2018	10	590-201	OFFICE SUPPLIES	216.96	
5/2018	10	590-312	ADVERTISING	82.55	
5/2018	10	590-315	FEES & OTHER CHARGES	30.00	
5/2018	10	590-331	UTILITIES	699.23	
5/2018	10	590-353	MAINT-BUILDING & FIXTURES	112.50	
5/2018	10	591-390	CONTINGENCY FOR EXP NOT BUDGET	54,299.79	85,576.61
5/2018	20	522-201	OFFICE SUPPLIES	25.89	
5/2018	20	522-313	PRINTING	25.00	
5/2018	20	523-311	PROFESSIONAL SERVICES	144.36	
5/2018	20	523-313	PRINTING	50.00	
5/2018	20	523-314	UNIFORM CLEANING	10.57	
5/2018	20	523-351	MAINTENANCE-EQUIPMENT	301.00	
5/2018	20	523-352	MAINTENANCE-VEHICLES	159.64	
5/2018	20	524-212	CHEMICALS	8,103.92	
5/2018	20	524-214	OPERATIONAL SUPPLIES	152.39	
5/2018	20	524-260	MINOR EQUIPMENT & FURNISHINGS	299.99	
5/2018	20	524-301	TRAINING AND TRAVEL	62.00	
5/2018	20	524-311	PROFESSIONAL SERVICES	11,289.04	
5/2018	20	524-314	UNIFORM CLEANING	13.87	
5/2018	20	524-315A	FEES & OTHER CHG-ODEQ/STA	7,312.52	
5/2018	20	524-315B	FEES & OTHR CHGS-SKIATOOK	106.30	
5/2018	20	524-322	WATER PURCHASE	547.59	
5/2018	20	524-331	UTILITIES	7,526.50	
5/2018	20	524-332	COMMUNICATIONS	599.80	
5/2018	20	524-351	MAINTENANCE-EQUIPMENT	61.13	
5/2018	20	524-354	MAINTENANCE-FACILITIES	298.05	
5/2018	20	525-212	CHEMICALS	3,059.05	
5/2018	20	525-311D	PROF SERVICES-TESTING	1,800.00	
5/2018	20	525-314	UNIFORM CLEANING	16.70	
5/2018	20	525-331	UTILITIES	15,832.55	
5/2018	20	525-351	MAINTENANCE-EQUIPMENT	665.35	
5/2018	20	525-352	MAINT-VEHICLES	35.46	
5/2018	20	525-353	MAINT-BUILDING/FIXTURES	1,375.00	
5/2018	20	525-354	MAINTENANCE-FACILITIES	536.25	
5/2018	20	590-141	CONTRACT LABOR	987.50	
5/2018	20	590-201	OFFICE SUPPLIES	216.97	
5/2018	20	590-331	UTILITIES	699.23	
5/2018	20	590-353	BUILDING MAINTENANCE	112.50	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
					62,426.12
5/2018	29	529-141	CONTRACT LABOR	4,614.00	
5/2018	29	529-201	OFFICE SUPPLIES	8.34	
5/2018	29	529-314	UNIFORMS	455.00	
5/2018	29	529-315	ADMINISTRATION FEES-NPDES	748.11	
5/2018	29	529-331	UTILITIES	123.53	
5/2018	29	529-351	MAINTENANCE-EQUIPMENT	181.85	
5/2018	29	529-353	MAINTENANCE-BUILDING & FIXTURE	116.43	
5/2018	29	529-406	LAND	135,000.00	141,247.26
5/2018	30	530-314	UNIFORM CLEANING	1,218.00	
5/2018	30	530-331	UTILITIES	325.11	
5/2018	30	530-351	MAINTENANCE-EQUIPMENT	90.22	1,633.33
5/2018	31	531-141	CONTRACT LABOR	4,705.63	
5/2018	31	531-241	SAFETY SUPPLIES	23.94	
5/2018	31	531-314	UNIFORM CLEANING	6.20	
5/2018	31	531-331	UTILITIES	243.89	
5/2018	31	531-351	MAINTENANCE-EQUIPMENT	946.38	
5/2018	31	531-354	MAINTENANCE-FACILITIES	1,881.70	7,807.74
5/2018	32	532-142	PERMIT SALES COMMISSION	75.50	
5/2018	32	532-331	UTILITIES	844.63	
5/2018	32	532-332	COMMUNICATIONS	139.98	
5/2018	32	532-354	MAINTENANCE-FACILITIES	58.75	1,118.86
5/2018	33	533-201	OFFICE SUPPLIES	46.00	
5/2018	33	533-213	CONCESSION SUPPLY	2,532.50	
5/2018	33	533-215	PRO SHOP SUPPLIES	940.33	
5/2018	33	533-241	SAFETY SUPPLIES	105.65	
5/2018	33	533-314	UNIFORM CLEANING	7.53	
5/2018	33	533-331	UTILITIES	687.29	
5/2018	33	533-351	MAINTENANCE-EQUIPMENT	84.90	
5/2018	33	533-354	MAINTENANCE-FACILITIES	300.00	4,704.20
5/2018	34	534-211	JANITORIAL SUPPLIES	287.40	
5/2018	34	534-290	GRANT EXPENSE-OTHER	1,648.75	
5/2018	34	534-331	UTILITIES	1,141.74	
5/2018	34	534-353	MAINT/BUILDINGS	255.00	
5/2018	34	534-407	BOOKS	1,396.64	
5/2018	34	534-407A	BOOKS-STATE AID GRANTS	911.63	5,641.16
5/2018	35	535-141	CONTRACT LABOR	690.00	
5/2018	35	535-314	UNIFORM CLEANING	5.76	
5/2018	35	535-331	UTILITIES	3,377.43	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
5/2018	35	535-332	COMMUNICATIONS	46.38	
5/2018	35	535-352	MAINT-VEHICLES	20.97	
5/2018	35	535-353	MAINT-BUILDINGS/FIXTURES	398.00	
5/2018	35	535-401	EQUIPMENT	2,600.00	7,138.54
5/2018	36	536-211	JANITORIAL SUPPLIES	58.14	
5/2018	36	536-213	CONCESSION SUPPLIES	805.08	
5/2018	36	536-331	UTILITIES	232.72	
5/2018	36	536-351	MAINTENANCE-EQUIPMENT	1,553.85	
5/2018	36	536-354	MAINTENANCE-FACILITIES	250.74	2,900.53
5/2018	40	540-401	EQUIPMENT	225.00	225.00
5/2018	41	541-401	EQUIPMENT	11,573.50	11,573.50
5/2018	44	544-331	UTILITIES	22,233.24	
5/2018	44	544-354	MAINTENANCE-FACILITIES	1,293.75	23,526.99
5/2018	46	1699	INVENTORY PURCHASED	1,722.05	
5/2018	46	546-214	OPERATIONAL SUPPLIES	684.00	
5/2018	46	546-301	TRAINING AND TRAVEL	210.00	
5/2018	46	546-314	UNIFORM CLEANING	5.32	
5/2018	46	546-331	UTILITIES	357.62	
5/2018	46	546-351	MAINTENANCE-EQUIPMENT	81.96	
5/2018	46	546-352	MAINTENANCE-VEHICLES	59.98	
5/2018	46	546-354	MAINTENANCE-FACILITIES	4,488.73	7,609.66
5/2018	47	547-315	OTHER SERVICES & CHARGES	1,485.00	1,485.00
5/2018	48	1699	INVENTORY PURCHASED	857.80	857.80
5/2018	59	559-201	OFFICE SUPPLIES	24.95	
5/2018	59	559-260	MINOR EQUIPMENT & FURNISHINGS	816.00	
5/2018	59	559-313	PRINTING	25.00	
5/2018	59	559-404	BUILDING & FIXTURES	1,982.00	2,847.95
5/2018	65	565-311A	PROF SERVICES - ENGINEERING	2,037.40	2,037.40
				GRAND TOTAL ESTIMATE:	0.00
				GRAND TOTAL ACTUAL:	370,357.65
				REPORT TOTAL:	370,357.65



Public Hearing 8.A.

City Council Regular

Meeting Date: June 4, 2018

Submitted By: Pam Vann, Finance Director

SUBJECT:

Consider conducting a public hearing to receive public comments on the City of Sapulpa's budget for the fiscal year beginning July 1, 2018 and ending June 30, 2019.



AGENDA ITEM

Community Development 9.A.

City Council Regular

Meeting Date: June 4, 2018

Submitted By: Nikki White, Urban Development Director

Department: Planning & Development

Presented By: Nikki White

SUBJECT:

Discussion and possible action regarding the application by "Pediatric Care of Sapulpa" for a Final Plat, FP-2018-01, and a waiver of Section 4.3 (Sidewalks) of the City of Sapulpa Subdivision Regulations for the property located at the Northeast corner of West Taft Avenue and South Bixby Street.

BACKGROUND:

The applicant, Joe Kelley, requests approval of a Final Plat for "Pediatric Care of Sapulpa", a subdivision containing One (1) Lot and One (1) Block. Technical Advisory Committee met on Thursday May 10, 2018, there were no additional requirements. Staff has received all release letters from all franchise utilities as well as final engineering approval. An Earth Change as well as a Building Permit has been issued and dirt work is well underway.

In addition to the Final Plat approval, the applicants would like to request a waiver of Section 4.3 of the City of Sapulpa Subdivision Regulations (sidewalks). Their reasoning is that "there are bar ditches on both sides of the road, with no sidewalks in the adjacent blocks to the North, East, or West. There is a drainage culvert to the South. The customers that this new pediatric clinic will attract will all arrive by car, and not on foot, so there is no need for sidewalks" (Sidewalk waiver statement attached to this report). Staff concurs that there are no sidewalks in the immediate area.

The subject property is designated office/commercial on the Future Land Use Map. The project is conformance with the comprehensive plan.

RECOMMENDATION:

The Sapulpa Metropolitan Area Planning Commission met on May 22, 2018 and voted unanimously to recommend approval to City Council for both the Final Plat and the the waiver of Section 4.3 of the Subdivision Regulations for the construction of sidewalks.

Attachments

SMAPC Staff Report

Case Maps and Plat

Letter requesting Sidewalk Waiver



SAPULPA METROPOLITAN PLANNING COMMISSION (SMAPC)
May 22, 2018
STAFF REPORT

FILE: FP-2018-01| Final Plat
OWNERS: McCracken
ADDRESS: 825 South Bixby Street
PARCEL: 1999-34-018-011-0-360-00
STR: Section 34, Township 18 North, Range 11 East
LEGAL: A tract of land in the Southeast Quarter (SE/4) of Section Thirty-four (34), Township Eighteen (18) North, Range Eleven (11) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U.S. Government Survey thereof, and further described as, to-wit: Commencing at the Southeast corner of Section 34; Thence N89°52'08"W along the South Section line for a distance of 1325.45 feet; thence N00°11'57"E for a distance of 30.20 feet to the Point of Beginning; thence N89°51'40"W for a distance of 60.61 feet; thence N71°21'12"W for a distance of 78.50 feet; thence N00°11'57"E for a distanced of 348.04 feet; thence S89°48'03"E for a distance of 135.08 feet; thence S00°11'57"W for a distance of 372.81 feet to the Point of Beginning.
LOT SIZE: 46,980 square feet more or less
ZONING: CG Commercial General
EXISTING USE: Vacant
APPLICANT: Joe Kelley
WARD: Ward #2 – Mr. Charles Stephens and Mr. John Anderson
PREPARED BY: Nikki White-Urban Development Director

Utilities and Services (as reported):

Water: City of Sapulpa
Sewer: City of Sapulpa
Telephone: SBC/ AT&T
Electric: OG&E
Cable: Cox Communications

Gas: Oklahoma Natural Gas
Fire: Sapulpa Fire Department
EMS: Creek County Ambulance
Police: Sapulpa Police Department

REQUEST:

The applicant, Joe Kelley, requests approval of a Final Plat for “Pediatric Care of Sapulpa”, a subdivision containing One (1) Lot and One (1) Block. Technical Advisory Committee met on Thursday May 10, 2018, there were no additional requirements. The project has already received approval from Meshek, the City’s contract engineering firm. An Earth Change as well as a Building Permit has been issued and dirt work is well underway.

In addition to the Final Plat approval, the applicants would like to request a waiver of Section 4.3 of the City of Sapulpa Subdivision Regulations (sidewalks). Their reasoning is that “there are bar ditches on both sides of the road, with no sidewalks in the adjacent blocks to the North, East or West. There is a drainage culvert to the South. The customers that this new pediatric clinic will attract will all arrive by car, and not on foot, so there is no need for sidewalks” (Sidewalk waiver statement attached to this report). Staff concurs that there are no sidewalks in the immediate area.

SURROUNDING LAND USE AND ZONING:

North:	RS-3 Residential Single Family
East:	RS-3 Residential Single Family
South:	State Highway 117 (West Taft Avenue)
West:	RS-3 Residential Single Family

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

Comprehensive Plan: The subject property is designated Office/Commercial on the SMAPC 2030 Future Land Use Map (FLUM)

Flood Zone: There is a very small portion of the property in the 500 year flood in the southwest corner. There will be no construction in that location.

PUBLIC COMMENTS:

As of the writing of the report, staff has not received any public comments regarding the Final Plat.

STAFF RECOMMENDATION:

Recommended motion for SMAPC:

Move to **approve** the Final Plat “Pediatric Care of Sapulpa”:

Plus the following numerical conditions:

1. The subject property shall be in compliance with all requirements of the City of Sapulpa Zoning Code and Sub-division Regulations, unless specifically waived by SMAPC and the Sapulpa City Council;
2. Waiver of Section 4.3 of the City of Sapulpa Subdivision Regulations that sidewalks be constructed on the subject property

ATTACHMENTS:

1. “Pediatric Care of Sapulpa”
2. Case Maps

**CITY OF SAPULPA
 MAP PRODUCTS**

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

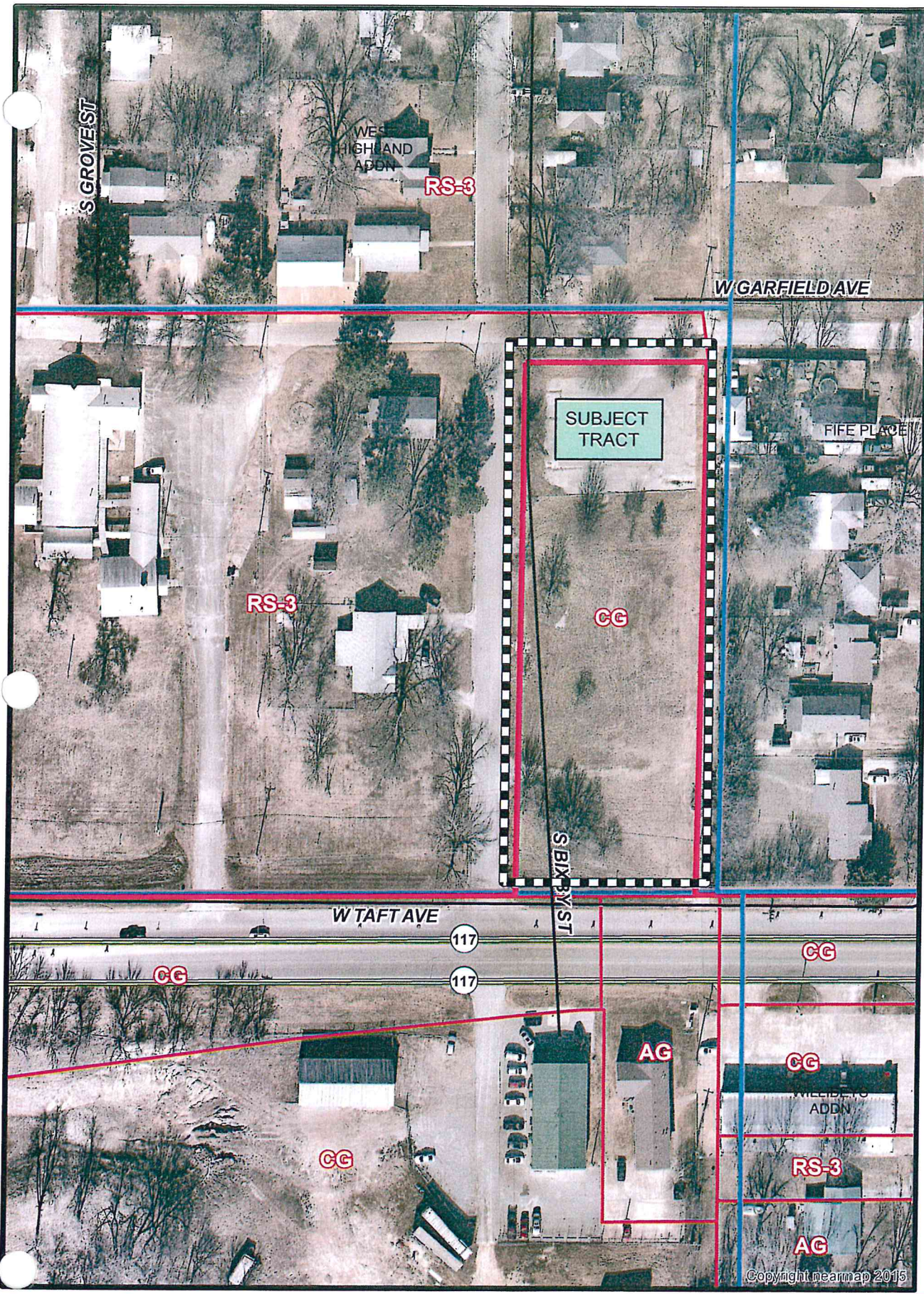
THE CITY OF SAPULPA MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESSED OR IMPLIED, WITH RESPECT TO THESE MAP PRODUCTS OR THE UNDERLYING DATA.

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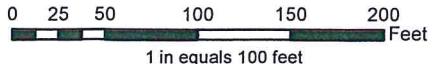
Independent verification of all data contained herein should be obtained by any user of these map products, or the underlying data. The City disclaims, and shall not be held liable for, any and all damage, loss, or liability, whether direct, indirect, or consequential, which arises or may arise from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

Legend

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



Property Description
 Property located in E2, E2, E2, SW4, SE4 of Section 34, T-18-N, R-11-E, of the Indian Base & Meridian, Sapulpa, Creek County, Oklahoma. less State Property.



Map Prepared by:
 City of Sapulpa
 Date: 5/10/2018

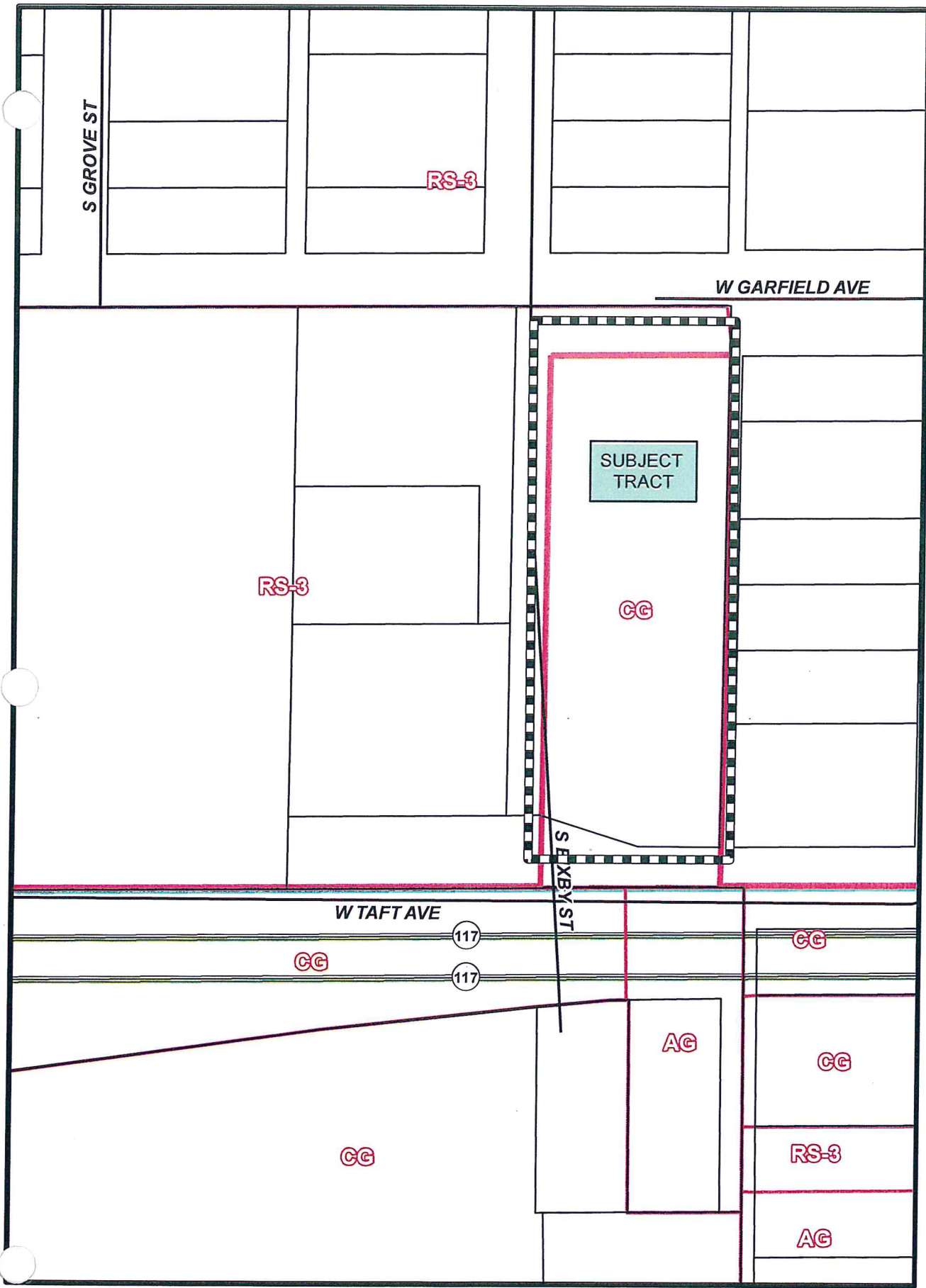
Source Data:
 Creek County Assessors
 City of Sapulpa, INCOG



E-911: TBD after Final Plat Approval

7A-6

RCMC Properties, LLC
2413 W 110th St S
Jenks, OK 74037



**CITY OF SAPULPA
MAP PRODUCTS**

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

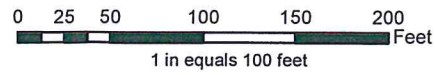
Independent verification of all data contained herein should be obtained by any user of these map products, or the underlying data. The City disclaims, and shall not be held liable for, any and all damage, loss, or liability, whether direct, indirect, or consequential, which arises or may arise from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

Legend

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



Property Description
Property located in E2, E2, E2, SW4, SE4 of Section 34, T-18-N, R-11-E, of the Indian Base & Meridian, Sapulpa, Creek County, Oklahoma. less State Property.



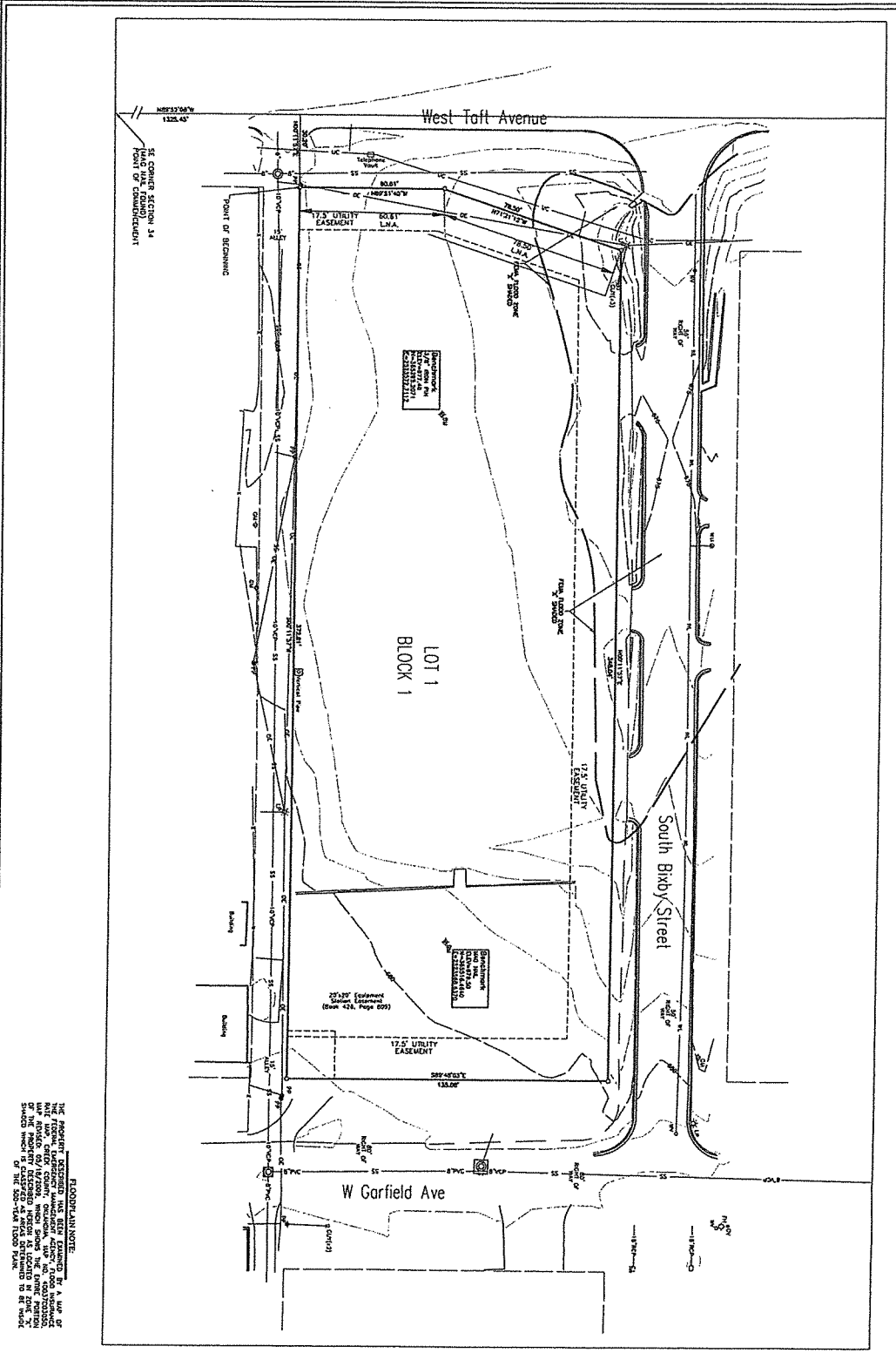
Map Prepared by:
City of Sapulpa
Date: 5/10/2018
Source Data:
Creek County Assessors
City of Sapulpa, INCOG



7A-1

Pediatric Care of Sapulpa

Final Plat
 A Subdivision in the E/2 of the E/2 of the SW/4 of the SE/4 in Section 34, T-18-N, R-11-E,
 of the Indian Base & Meridian,
 Creek County, State of Oklahoma.



FLOODPLAIN NOTE
 THE FLOODPLAIN DESIGNATED HAS BEEN DETERMINED BY A MAP OF THE FLOODPLAIN DESIGNATED BY THE FEDERAL GOVERNMENT AND IS LOCATED IN ZONE "X" OF THE FEDERAL FLOOD INSURANCE PROGRAM. THIS FLOODPLAIN IS NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE DATA PROVIDED BY THE FEDERAL GOVERNMENT.

ADDRESS DISCLAIMER NOTE
 ADDRESS 333 SOUTH ON THE EAST END OF THE LOT 1. THIS ADDRESS IS NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE DATA PROVIDED BY THE FEDERAL GOVERNMENT.

Pediatric Care of Sapulpa
 SHEET 1 OF 2

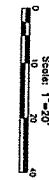
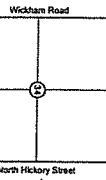
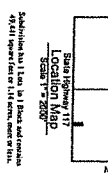
Date of Preparation: 05/18/18

OWNER:
 ROAD Properties LLC
 2113 W. 10TH ST. E.
 TULSA, OK 74104
 PHONE: (918) 592-3182
 EMAIL: info@roadproperties.com

ENGINEER:
 BKW/A&E P.L.L.C.
 10033 N. 171ST E. APT. 200
 TULSA, OK 74116
 PHONE: (918) 752-2111
 EMAIL: info@bkwae.com

BASES OF BEARING:
 THE ASSUMED BEARING OF THE SYSTEM OF REFERENCE IS THE BEARING OF THE MERIDIAN IN THE STATE OF OKLAHOMA. THE POSITIONAL DATA POINT IS THE POINT OF BEGINNING.

MONUMENTATION:
 CONCRETE & SET 3/2" IRON PIN WITH CAP CA. 1921



7A-4

**DEED OF DEDICATION
PEDIATRIC CARE OF SAPULPA
SUBDIVISION OF LAND IN THE CITY OF SAPULPA,
CREEK COUNTY, STATE OF OKLAHOMA**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned parties do hereby dedicate to the City of Sapulpa, Oklahoma, the following described land for the purposes set forth herein, to wit: (the City of Sapulpa, Oklahoma, is hereby acknowledged as the recipient of the dedication of the land hereinafter described and the City of Sapulpa, Oklahoma, is hereby acknowledged as the grantee of the land hereinafter described.)

1. The undersigned parties do hereby dedicate to the City of Sapulpa, Oklahoma, the following described land for the purposes set forth herein, to wit: (the City of Sapulpa, Oklahoma, is hereby acknowledged as the recipient of the dedication of the land hereinafter described and the City of Sapulpa, Oklahoma, is hereby acknowledged as the grantee of the land hereinafter described.)

2. The undersigned parties do hereby dedicate to the City of Sapulpa, Oklahoma, the following described land for the purposes set forth herein, to wit: (the City of Sapulpa, Oklahoma, is hereby acknowledged as the recipient of the dedication of the land hereinafter described and the City of Sapulpa, Oklahoma, is hereby acknowledged as the grantee of the land hereinafter described.)

3. The undersigned parties do hereby dedicate to the City of Sapulpa, Oklahoma, the following described land for the purposes set forth herein, to wit: (the City of Sapulpa, Oklahoma, is hereby acknowledged as the recipient of the dedication of the land hereinafter described and the City of Sapulpa, Oklahoma, is hereby acknowledged as the grantee of the land hereinafter described.)

4. The undersigned parties do hereby dedicate to the City of Sapulpa, Oklahoma, the following described land for the purposes set forth herein, to wit: (the City of Sapulpa, Oklahoma, is hereby acknowledged as the recipient of the dedication of the land hereinafter described and the City of Sapulpa, Oklahoma, is hereby acknowledged as the grantee of the land hereinafter described.)

5. The undersigned parties do hereby dedicate to the City of Sapulpa, Oklahoma, the following described land for the purposes set forth herein, to wit: (the City of Sapulpa, Oklahoma, is hereby acknowledged as the recipient of the dedication of the land hereinafter described and the City of Sapulpa, Oklahoma, is hereby acknowledged as the grantee of the land hereinafter described.)

6. The undersigned parties do hereby dedicate to the City of Sapulpa, Oklahoma, the following described land for the purposes set forth herein, to wit: (the City of Sapulpa, Oklahoma, is hereby acknowledged as the recipient of the dedication of the land hereinafter described and the City of Sapulpa, Oklahoma, is hereby acknowledged as the grantee of the land hereinafter described.)

7. The undersigned parties do hereby dedicate to the City of Sapulpa, Oklahoma, the following described land for the purposes set forth herein, to wit: (the City of Sapulpa, Oklahoma, is hereby acknowledged as the recipient of the dedication of the land hereinafter described and the City of Sapulpa, Oklahoma, is hereby acknowledged as the grantee of the land hereinafter described.)

8. The undersigned parties do hereby dedicate to the City of Sapulpa, Oklahoma, the following described land for the purposes set forth herein, to wit: (the City of Sapulpa, Oklahoma, is hereby acknowledged as the recipient of the dedication of the land hereinafter described and the City of Sapulpa, Oklahoma, is hereby acknowledged as the grantee of the land hereinafter described.)

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THE FOREGOING DEED OF DEDICATION OF THE LAND HEREIN DESCRIBED AND THIS DEED OF DEDICATION OF THE LAND HEREIN DESCRIBED HAS BEEN SIGNED AND DELIVERED BY THEM IN THE CITY OF SAPULPA, OKLAHOMA, ON THIS _____ DAY OF _____, 20____.

FOR THE CITY OF SAPULPA, OKLAHOMA, I, _____, Mayor, do hereby certify that the foregoing Deed of Dedication of Land is a true and correct copy of the original Deed of Dedication of Land as recorded in the Office of the County Clerk of the County of _____, State of Oklahoma, on this _____ day of _____, 20____.

FOR THE CITY OF SAPULPA, OKLAHOMA, I, _____, Mayor, do hereby certify that the foregoing Deed of Dedication of Land is a true and correct copy of the original Deed of Dedication of Land as recorded in the Office of the County Clerk of the County of _____, State of Oklahoma, on this _____ day of _____, 20____.

FOR THE CITY OF SAPULPA, OKLAHOMA, I, _____, Mayor, do hereby certify that the foregoing Deed of Dedication of Land is a true and correct copy of the original Deed of Dedication of Land as recorded in the Office of the County Clerk of the County of _____, State of Oklahoma, on this _____ day of _____, 20____.

FOR THE CITY OF SAPULPA, OKLAHOMA, I, _____, Mayor, do hereby certify that the foregoing Deed of Dedication of Land is a true and correct copy of the original Deed of Dedication of Land as recorded in the Office of the County Clerk of the County of _____, State of Oklahoma, on this _____ day of _____, 20____.

FOR THE CITY OF SAPULPA, OKLAHOMA, I, _____, Mayor, do hereby certify that the foregoing Deed of Dedication of Land is a true and correct copy of the original Deed of Dedication of Land as recorded in the Office of the County Clerk of the County of _____, State of Oklahoma, on this _____ day of _____, 20____.

FOR THE CITY OF SAPULPA, OKLAHOMA, I, _____, Mayor, do hereby certify that the foregoing Deed of Dedication of Land is a true and correct copy of the original Deed of Dedication of Land as recorded in the Office of the County Clerk of the County of _____, State of Oklahoma, on this _____ day of _____, 20____.

FOR THE CITY OF SAPULPA, OKLAHOMA, I, _____, Mayor, do hereby certify that the foregoing Deed of Dedication of Land is a true and correct copy of the original Deed of Dedication of Land as recorded in the Office of the County Clerk of the County of _____, State of Oklahoma, on this _____ day of _____, 20____.

FOR THE CITY OF SAPULPA, OKLAHOMA, I, _____, Mayor, do hereby certify that the foregoing Deed of Dedication of Land is a true and correct copy of the original Deed of Dedication of Land as recorded in the Office of the County Clerk of the County of _____, State of Oklahoma, on this _____ day of _____, 20____.

FOR THE CITY OF SAPULPA, OKLAHOMA, I, _____, Mayor, do hereby certify that the foregoing Deed of Dedication of Land is a true and correct copy of the original Deed of Dedication of Land as recorded in the Office of the County Clerk of the County of _____, State of Oklahoma, on this _____ day of _____, 20____.

7A-5



MEMORANDUM

By: Joe P. Kelley, P.E.

DATE: April 19, 2018
PROJECT: Sapulpa Pediatrics Clinic
TOPIC: Request for Sidewalk Waiver

MESSAGE:

The purpose of this Memo is to provide the rationale for our request for a sidewalk waiver for this lot.

This lot is located in an area of Sapulpa that has been developed as a residential neighborhood without sidewalks for a very long time. Based on the fact that there is an existing drainage culvert at the south side of the lot that has 2' diameter mature trees growing around the culvert on both ends, and the trees must be at least 40-50 years old, this neighborhood has been here at least for that length of time.

There are bar ditches on both sides of the road, with no sidewalks in the adjacent blocks to the north or to the east or west. The customers that this new pediatric clinic will attract will all arrive by car and not on foot, so it has no need for a sidewalk.

For these reasons, we respectfully request a sidewalk waiver.

Should you wish further discussion on this, feel free to contact us, or contact our client at the Sapulpa Pediatric Clinic at 918-347-6484.

Joe P. Kelley CFO
10035 N. 177th E. Ave.
Owasso, OK 74055
918-798-5979
joe@bbkae.com

Ed G. Bishop CEO
3600 Sunvalley Dr.
Norman, OK 73026
405-590-9012
egb@bbkae.com

www.bbkae.com
a Native American PLLC



AGENDA ITEM

Community Development 9.B.

City Council Regular

Meeting Date: June 4, 2018

Submitted By: Nikki White, Urban Development Director

Department: Planning & Development

Presented By: Nikki White

SUBJECT:

Discussion and possible action regarding the application by Greg Goodman for a Specific Use Permit, SUP-022, to allow an Airbnb use in an AG (Agriculture) District for the property located at 4727 Edgewood Drive.

BACKGROUND:

The subject property is located in a private gated community East of the intersection of South 49th West Avenue and Edgewood Drive. The neighborhood consists of large (ten acres more or less) residential and agricultural tracts. Access is through a gate on South 49th West Avenue onto a private road.

The application came about due to a zoning complaint from the neighbors. Staff sent a cease and desist letter on March 28, 2018. Approximately a week later, Mr. Goodman was in contact with staff to attempt to bring the property into compliance. Application was submitted for processing on April 24, 2018.

Staff has received multiple phone calls regarding the application, both for, against, and neutral. On Monday, May 13, 2018, staff received a letter from the Clements and a petition from Mr. Holcomb, both are attached to this report. The following people attended the SMAPC meeting and spoke against the application: Jim Holcomb, Brian Rice, and Cheryl Merry. Their primary concerns were the safety, privacy, and damage to the gate or private road. Greg Goodman (applicant) and Creed Cardon spoke in favor of the application.

RECOMMENDATION:

The application was heard at SMAPC on May 22, 2018. There was a 6-2 vote to recommend approval to City Council with the following conditions:

1. All guest activity is to remain on the subject property at all times.
2. Guests must call the applicants to gain access through the gate. Codes to the gate are not to be given out.
3. If title to the property transfers or the occupancy of the property changes, the Specific Use Permit will be revoked.

Attachments

SMAPC case reort
maps and site plan
petition and letter



SAPULPA METROPOLITAN PLANNING COMMISSION (SMAPC)
May 22, 2018
STAFF REPORT

FILE: SUP-022 | Specific Use Permit

OWNERS: Linda Swain

ADDRESS: 4727 Edgewood Drive

PARCEL: 1999-33-018-012-0-012-00

STR: Section 33, Township 18 North, Range 12 East

LEGAL: A tract of land located in the Northwest Quarter (NW/4) of Section 33, Township 18 North, Range 12 East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U.S. Government Survey thereof, more particularly described as follows: Commencing at the Southwest Corner of said NW/4 of Section 33; thence N89°59'15"E along the South line of said NW/4 a distance of 435.75 feet to the true point of beginning; thence due North along the East boundary line of EDGEWOOD HILLS ESTATES, a platted subdivision a distance 563.19 feet; thence N86°E a distance of 75 feet; thence due North a distance of 105 feet; thence N86°00'E a distance of 227 feet; thence N39°04'E a distance of 537.73 feet; thence S60°4'E a distance of 123.0 feet; thence S22°30'48"W 229.94 feet; thence S58°29'30"E a distance of 189.90 feet; thence S1°19'48"W a distance of 147.19 feet; thence N78°20'15"E a distance of 83.56 feet; thence due East a distance of 70 feet; thence due North a distance of 78.00 feet; thence due East a distance of 431.61 feet; thence due South a distance of 187.11 feet; thence S23°7'35"W a distance of 218.02 feet; thence S63°8'55"W a distance of 150 feet; thence S80°39'25"W a distance of 200 feet; thence S48°24'15"W a distance of 291.43 feet to a point on the South line of said NW/4 of Section 33; thence S89°56'15"W a distance of 772.76 feet to the true point of beginning

LOT SIZE: 21 acres more or less

ZONING: AG Agriculture

EXISTING USE: Residential

APPLICANT: Greg Goodman

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

REQUEST:

The applicant requests a Specific Use Permit to allow an Air BnB (Bed and Breakfast) use in an AG – Agriculture District.

APPLICABLE STATE AND MUNICIPAL CODE SECTIONS:

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

BACKGROUND: The subject property is located in a private gated community East of the intersection of South 49th West Avenue and Edgewood Drive. The neighborhood consists of large (ten acres more or less) residential and agricultural tracts. Access is through a gate on South 49th West Avenue onto a private road.

The application came about due to a zoning complaint from the neighbors. Staff sent a cease and desist letter on March 28, 2018. Approximately a week later, Mr. Goodman was in contact with staff to attempt to bring the property into compliance. Application was submitted for processing on April 24, 2018.

SURROUNDING LAND USE AND ZONING:

North:	AG Agriculture
East:	RS-3 Residential Single Family
South:	AG Agriculture
West:	AG Agriculture

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

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

Flood Zone:

The subject property is not within a flood zone.

PUBLIC COMMENTS: As of writing this report, staff has received multiple calls from a couple different neighbors stating concerns that there were “strangers” allowed access to their private community. Staff received one call of a neighbor who had no issue with the application but wished to remain anonymous.

On Monday, May 13th, staff received a letter from Joe and Helen Clements and a petition from Jim Holcomb. Both of these documents are attached.

STAFF RECOMMENDATION:

Recommended motion for SMAPC:

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

1. All guests to remain on the subject property at all times.
2. Guests must call the occupants to gain access through the gate. Codes to the gate are not to be given out.
3. If title of the property transfers or the occupancy of the property is changes, the Specific Use Permit will be revoked.

ATTACHMENTS:

1. Vicinity & Zoning Maps
2. Site plan
3. Petition
4. Clements letter

CITY OF SAPULPA
MAP PRODUCTS







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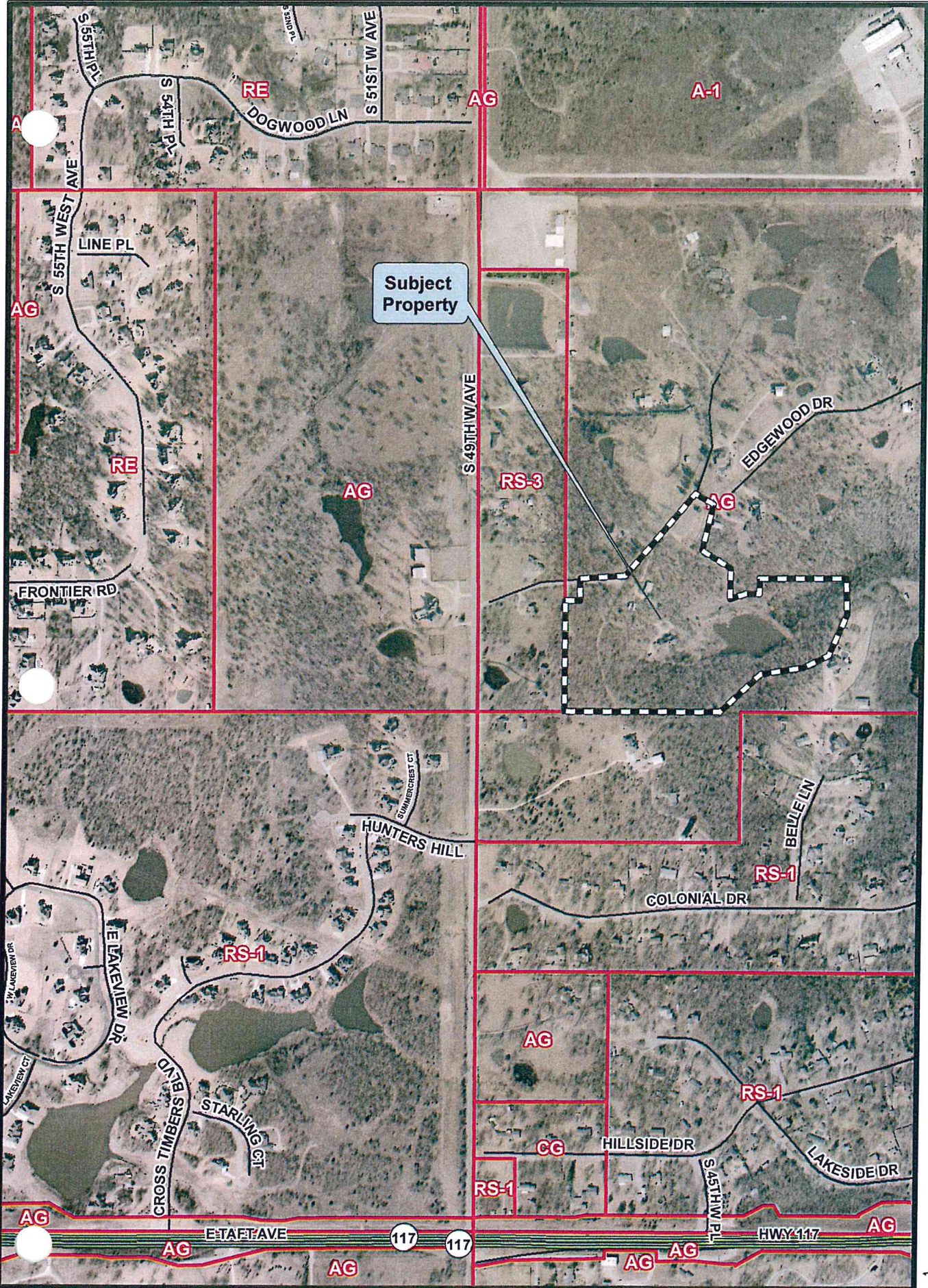
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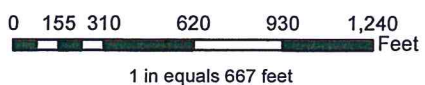
-  Zoning
-  Subject Property
-  Parcels
-  Highways
-  Roads & Streets
-  Railroads



7C-4

Property Description

Property located in Sec 33, T18N, R12E, consisting of approx 21 acres, Sapulpa, Creek County, Oklahoma. See deed for full legal description.
E 911 4727 Edgewood Ave Sapulpa, OK 74066



Map Prepared by:
City of Sapulpa
Date: 4/25/2018

Source Data:
Creek County Assessors
City of Sapulpa, Incog



SUP-022

Linda Swain
4727 W Edgewood Dr
Sapulpa, OK 74066

**CITY OF SAPULPA
MAP PRODUCTS**

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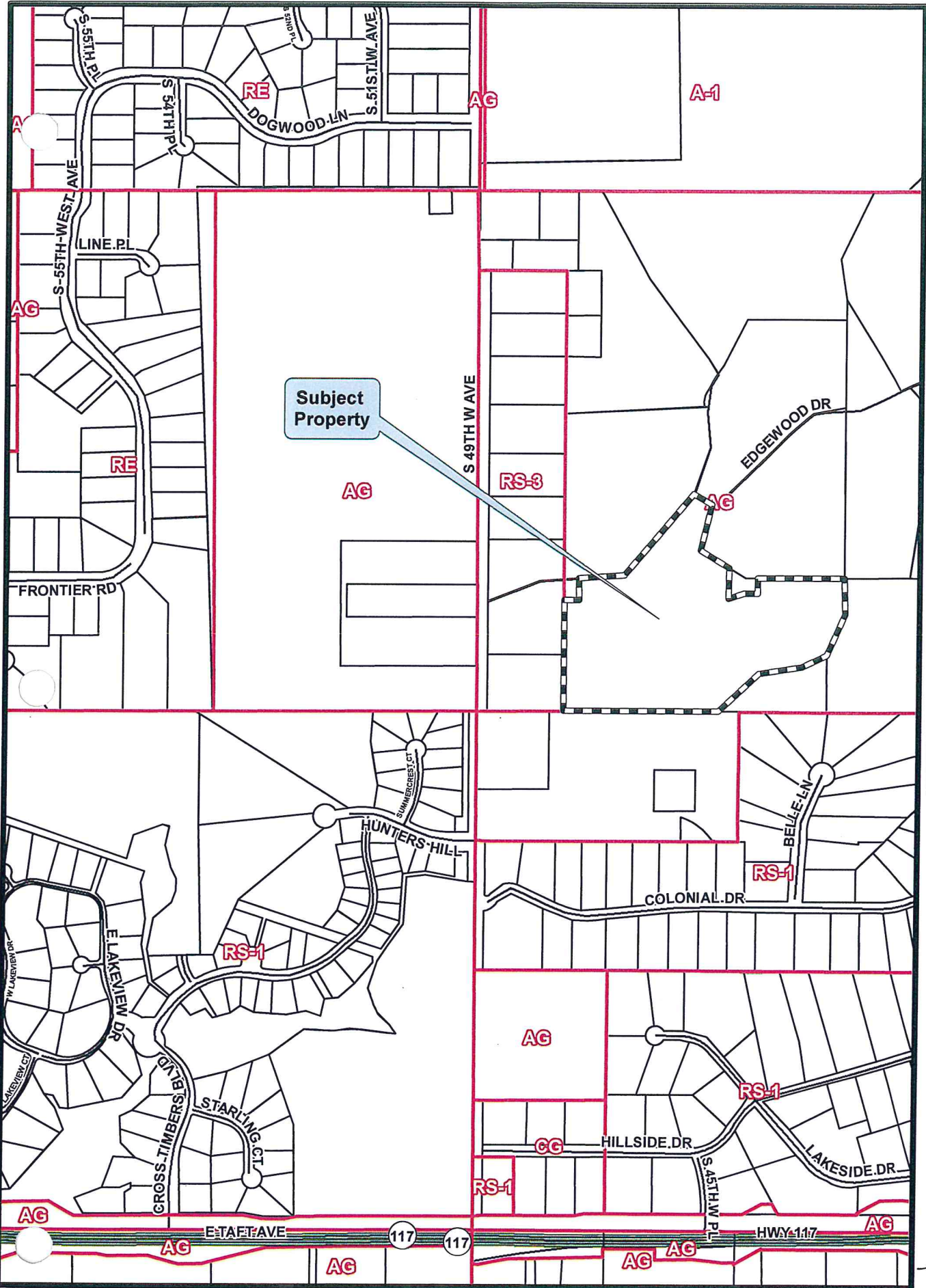
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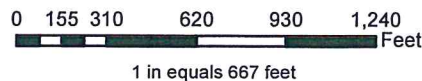
- Zoning
- Subject Property
- Parcels
- Highways
- Roads & Streets
- Railroads



Property Description

Property located in Sec 33, T18N, R12E, consisting of approx 21 acres, Sapulpa, Creek County, Oklahoma. See deed for full legal description.

E-911: 4727 Edgewood Ave, Sapulpa, OK 74066



Map Prepared by:
City of Sapulpa
Date: 4/25/2018

Source Data:
Creek County Assessors
City of Sapulpa, Incog



SITE PLAN -
SURROUND 14

Date 04/25/2018
Time 10:30:34



Map Image
Data provided by JaNell Enlow County Assessor



CREEK
Map Image

S49th W Ave S49th W Ave S49th W Ave S49th W Ave

TC-6

Edgewood Homeowners

My name is Jim Holcomb and I am representing the residents the live in our private gated community. The purpose of this letter is to let the Planning Commission know we do not want any Hotel, Motel, or Air B & B in our neighborhood for any reason no matter what. This is a private gated community where we maintain the private road and there is no public access. Our peace and privacy has been shattered by two of our neighbors doing Air B & B without a permit or approval from anyone. We do not care about any rules or restrictions that they are now offering. There would be no one to enforce the rules and I am tired of stopping people and asking them what they are doing back here. This is something I am no longer going to do and I am not playing Sheriff of the neighborhood any longer.

We as a private community feel like this is a invasion of our privacy and devalues our property. There is also no way of vetting these people and it is only a matter of time before something bad happens. Besides that there is wear and tear on the gate and road. If the gate gets damaged who is going to pay for that? Can you imagine trying to sell your property and saying this is a private gated community and by the way there are two Air B & Bs back here. This defeats our purpose of a private gated community and what about liability we would be exposed to if a guest were bitted by someone's dog or drowned in their pond. We don't know how many guests they have given the gate code out to and I don't feel as safe as I used to back here.

We respectfully request the board to put a stop to this deny their application so we don't have to come down here and fight this anymore. Below are the signatures of our residents who support my position. Thanks for your consideration of this matter.

Jim Holcomb	Cheryl Merry
Dean Meade	Edyza
[Signature]	Maria
Carolyn Meade	Ryck
John Clement	[Signature]
[Signature]	Victoria
	Steve P. Rhoades
	Kate [Signature]

To whom it may concern ;

Regarding the subject, rezoning of Edgewood Estates for the purpose of AirB&B, A commercial establishment which does not fit the current lifestyle of the majority of our community.

Please allow me to describe the country setting of this unique 105 acre gated community. We have no rental property, no garage apartment rentals or leases, no condominium property. All homesteads are occupied by the family members to whom residences are owned. We have the grand total of eleven household's in this gated community and it is a gemstone property of a beautiful hallmark postcard settings.

A private and safe feeling is what I gain from living here. Jim Holcomb has devoted himself to keeping all of us safe by stopping and asking out of place people to their business of being here and will try to assist them in their search. He is our savior at hand, God bless Jim Holcomb for his 25+ years of service.

I am among a strong majority of noble minded patrons opposed to the rezoning of any properties within this secluded, private and safe neighborhood, as described above. We all feel as if, this action threatens the way of life we have come to love and expect. We are quite honestly shocked and appalled to the decision to proceed with this rezoning proposal. As long as the majority will rule we have no doubt this action should be struct down immediately.

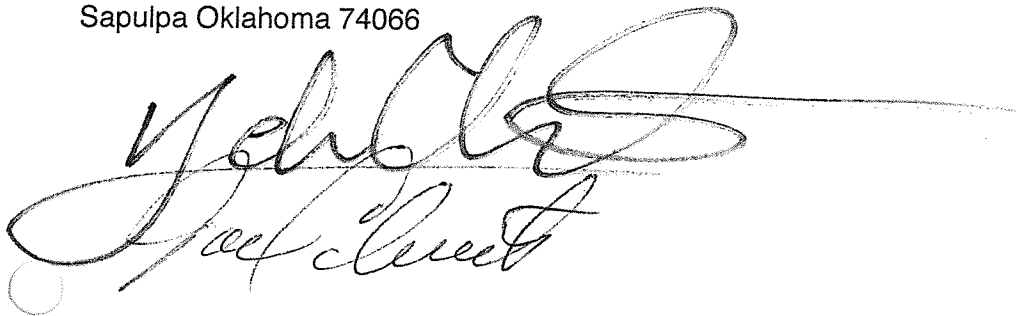
To reiterate; the majority of occupants oppose the commercialization of our sanctuary. We wish for nothing more than to preserve what we have had historically.

Sincerely,

Joe and Helen Clements

4507 Edgewood Drive,

Sapulpa Oklahoma 74066

A large, stylized handwritten signature in black ink, appearing to read "Joe and Helen Clements". The signature is written in a cursive, flowing style with a long horizontal line extending to the right.



AGENDA ITEM

Administration 10.A.

City Council Regular

Meeting Date: June 4, 2018

Submitted For: Martha Stalker, Library Director

Submitted By: Amy Hoehner, Legal Assistant

Department: Library

Presented By: Martha Stalker

SUBJECT:

Discussion and possible action regarding Grant for Continuing Education (CE OLA 2018 Conference Grant) from the Oklahoma Department Libraries in the amount of of \$3,652.00 to the Bartlett-Carnegie Public Library.

BACKGROUND:

This grant from the Oklahoma Department of Libraries is to encourage attendance at the OLA 2018 Conference and provides reimbursement of costs associated with the conference. Attendees will receive information regarding current technology, trends, and programs to be able to incorporate these services into our library operations. Additionally, the conference provides continuing education for library staff which is necessary for their recertification.

RECOMMENDATION:

Staff recommends Council ratify this Grant Contract with the Oklahoma Department of Libraries.

Attachments

CE OLA 2018 Conference Grant

CONTRACT

THIS CONTRACT made and entered into this 16th day of April, 2018, by and between the Oklahoma Department of Libraries, hereinafter referred to as the Department, and the Barlett-Carnegie Public Library, hereinafter referred to as the Sub-Recipient.

WHEREAS, the Continuing Education Conference grant is to improve library service in the State, and to assist library staff to learn, identify and adopt innovative technology, ideas, current trends, programs, and authors, and to incorporate these services into library operations. It is also the goal that each attendee will obtain increased competencies enabling deliverance of effective service to all library communities throughout the state. This grant is supported by the Institute of Museum and Library Services through the Library Services and Technology Act, administered by the Oklahoma Department of Libraries.

NOW THEREFORE, the parties agree as follows:

1. **Project Actions:**

- a. The **Sub-Recipient** will fund the full amount of conference attendance for each grantee in accordance with its budget and local travel policy.
- b. The library staff grant recipients, **Mickey Allcock, Karen Mailer, Kristin Haddock, Rhonda M. Jones, and Melodie Reader**, hereinafter referred to as the **Library Staff Sub-Recipient**, will register and attend the conference including all programs, luncheons and activities throughout the entire conference.
- c. The **Library Staff Sub-Recipient** will share knowledge gained, skills attained, attitude changes or other pertinent information to improve library program or services attained from conference attendance in a presentation to library staff.
- d. The **Library Staff Sub-Recipient** will report on the outcome of the 3 measureable goals listed on grant application. Measurements for success and how it would improve library service must be included.
- e. The **Library Staff Sub-Recipient** will provide all original receipts with detailed Budget to the Department within 30 days of conference completion. Include: financial receipts, written reports, and conference materials, including agendas, meeting schedules, brochures, conference notes, etc.
- f. The **Library Staff Sub-Recipient** will provide a written narrative report to the Department within 30 days of conference completion.
- g. If the **Library Staff Sub-Recipient** is unable to attend designated conference, the Lead Officer must be informed within ten (10) business days of conference date. The Library Staff Sub-Recipient agrees to retain all financial and programmatic records, supporting documents, statistical records, and other records pertinent to this grant for a period of five (5) years.

2. **Project Funds:**

- a. The **Department**, upon receipt of the Library Staff Sub-Recipient's financial report with conference original receipts and satisfactory narrative report will issue a reimbursement to the Sub-Recipient for the exact amount of receipts up to the pre-approved grant amount of **Three Thousand Six Hundred Fifty-Two Dollars and Zero Cents (\$3,652.00)**.

- b. The Department will provide the **Library Staff Sub-Recipient** with a "Request to Obtain CEU Approval" form with instructions on narrative report completion.
- c. Upon request, the Lead Officer or LSTA Coordinator will offer advice or guidance to applicants regarding report completion.

3. **Project Timetable:**

- a. The terms of this contract are from April 16, 2018 until 30 days after last day of conference, which is May 25, 2018.
- b. If this contract is not signed by both parties within thirty days of the beginning date, it shall become null and void.

4. **Drug Free Workplace:**

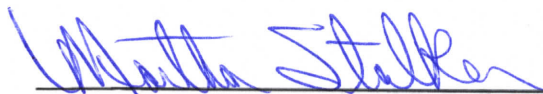
The Oklahoma Department of Libraries is a drug-free workplace. As a sub-recipient you must agree that your library or literacy program will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance at any activity related to the contract award. If anyone associated with the project is convicted of a criminal drug offense resulting from a violation during any contract period, a written notification of the conviction must be provided to the Department within 10 days.

5. **Authority:**

Each signatory to this contract declares that he/she has legal authority for obligating the entity he/she represents for the benefits and/or liabilities resulting under said contract and accepts liability for any misrepresentation of such authority.

Barlett-Carnegie Public Library

Oklahoma Department of Libraries



Martha Stalker, Director

Susan McVey, Director

4-19-18

Date

FOR USE BY THE OKLAHOMA DEPARTMENT OF LIBRARIES

Fund 400/17 OBSUB 2551401 is encumbered for this contract

Lead Officer aware of this obligation _____ Date _____

LSTA Officer AS _____ Date 4-17-18

Business Manager bb _____ Date 4-17-18

LSTA TERMS AND CONDITIONS AGREEMENT

Oklahoma Department of Libraries—CE OLA Conference Grant

It is understood that participation in this grant involves an agreement to accept and adhere to the following regulations and conditions:

The sub-recipient will fulfill the grant described in the contract. In fulfilling this grant the sub-recipient shall follow all state and local laws, rules, regulations, standards, and procedures required subject to Federal statutes, and regulations including, but not limited to, those enumerated in these Terms and Conditions.

Nondiscrimination Statutes

The sub-recipient must have a nondiscrimination policy in place that prohibits discrimination on the basis of disability, sex, age, race, color or national origin. Sub-recipient's policies must comply with federal statutes and regulations for programs or activities funded in whole or in part by the Institute of Museum and Library Services.

Drug-free Workplace

Maintenance of a drug free workplace is the responsibility of the sub-recipient. All sub-recipients are prohibited from unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in or on workplace facilities or property. Additionally, this applies to all individuals or entities under contract using grant funds.

Debarment and Suspension

The sub-recipient's Director certifies that to the best of his/her knowledge that neither the applicant nor any of its principals or contractors are presently excluded or disqualified or have been convicted within the preceding three years of any offenses listed in 2 C.F.R., or have been criminally or civilly charged by a government entity.

Conflict of Interest

The sub-recipient must maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award, and administration of sub-awards and contracts. Employees may not participate in the selection, award, or administration of a sub-award or contract paid with Federal award funds if they have a real or apparent conflict of interest. A conflict of interest would arise when the employee, any member of their immediate family, a partner, or an organization has a financial or other interest in or a tangible personal benefit from an organization considered for a sub-award or contract.

Grant Funds Expenditures

Federal funds for the purchase of materials as part of a grant are to be used specifically for instituting new services or to supplement present services as required by the project.

Indirect Costs

When acting as a pass-through entity, the State Library Administration Agency (SLAA) is required to honor a sub-recipient's federally negotiated indirect cost rate if one already exists. If no such rate exists, the SLAA must honor either a rate negotiated between the SLAA and the sub-recipient (in compliance with federal

guidelines) or the minimum rate of 10 percent of the sub-recipient's modified total direct costs (MTDC). Sub-recipients may elect not to claim any indirect costs. *See 2 CFR 200.331*

Certification of Indirect Costs must be provided if sub-recipient claims a negotiated indirect cost rate. If an indirect cost rate of up to 10 percent is claimed, charges must directly relate to the project and an itemized budget must be provided.

Grant Amount Payment

The Federal share of expenditures under this grant may not exceed the amount granted unless such expenditures have been approved by the Lead Officer.

Accounting and Record Keeping

The sub-recipient will account separately for all funds expended for the project. All records and final expenditures and grant information must be kept readily available for **five** years. Accounting records shall be supported by source documentation such as canceled checks, paid bills, contracts, etc. A copy of all invoices paid shall be kept in the file. The invoices must be marked with the check number for identification.

Federal or State Monitoring

The Federal grantor agency, the Comptroller General of the U.S. or other duly authorized representative, the Governor and the State Auditor or their designees shall have the right at reasonable notice to examine the books, records and other compilations of data of the sub-recipient which pertain to the performance of the provisions and requirements of this Agreement per 45 CFR 1183.36 and Executive Order 195 of April 27, 1981.

Oklahoma Department of Libraries Monitoring

The Oklahoma Department of Libraries (ODL) may conduct on-site or off-site monitoring reviews of the project during the term of this agreement and up to ninety (90) days after it expires or is otherwise terminated. The sub-recipient shall extend its full cooperation and give full access to the project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- a. Whether project activities are consistent with those set forth in the grant contract and the grant application;
- b. The actual expenditure of state, local and/or private funds expended to date on the project is in conformity with the amounts for each budget line item and that unpaid costs have been properly accrued;
- c. That sub-recipient is making timely progress with the project, and that its project management, financial management, control systems, and procurement requirements are fully and accurately reflected in project reports submitted to ODL;
- d. That sub-recipient is retaining a copy of all informational materials, survey, video tape, and advertising in an organized fashion which could be retained and viewed for a five year period.

Acknowledgements

Any publication or presentation resulting from this grant must contain the following acknowledgement:

- a. "The activity which is the subject of this report was supported in whole or in part by the Institute of Museum and Library Services. However, the opinions expressed by a grant supported outside agent do not necessarily reflect the position or policy of the library or IMLS and no official endorsement by those entities should be inferred."

- b. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for Federal government purposes, the copyright in any work developed as a part of this grant.

Advertisements

The sub-recipient will acknowledge, according to regulations, Federal funding in all printed materials, newspaper coverage and interviews, program notes, catalogs, annual reports and other publicity pertaining to the project. In all cases, one of the following phrases must be used:

- a. "This project is being funded through the Oklahoma Department of Libraries with funds from the Library Services and Technology Act (LSTA), a Federal source of library funding provided by the Institute of Museum and Library Services."

or

- b. "Financial assistance for this special project is made possible with Federal funds from the Institute of Museum and Library Services administered through the Oklahoma Department of Libraries."

Record Retention

The sub-recipient will retain for five years a minimum of one copy of all publications, informational materials, surveys, videotapes, films, union list, or other such materials produced as a result of this LSTA project.

Future Eligibility

In order to maintain eligibility for future grants, the sub-recipient must submit a final narrative and financial report as required by the Oklahoma Department of Libraries. The sub-recipient will retain copies of all reports for a period of five years.

Grant Close-out

Close-out of the grant does not affect regulations concerning retention of all programmatic and financial records (45 CFR 1183.42), recovery of disallowed expenditures resulting from an audit, and equipment responsibilities.

Suspension or Termination

This agreement may be suspended or terminated upon the recommendation of the ODL Lead Officer or LSTA Coordinator and the approval of the Director of the Oklahoma Department of Libraries if there is failure to comply with the terms of the contract or Terms and Conditions Agreement. Should the project be suspended or terminated, no additional ODL grants will be awarded unless specifically authorized by the ODL Director.

Sub-Recipient

Matthew Stalker

Sub-Recipient

4-19-18

Date

Oklahoma Department of Libraries

Director

Date

City Authority

Joan Riley

City Authority

Joan Riley City Manager

Print Name and Title

4-24-18

Date



AGENDA ITEM

Administration 10.B.

City Council Regular

Meeting Date: June 4, 2018

Submitted For: Rick Rumsey, Assistant City Manager

Submitted By: Amy Hoehner, Legal Assistant

Department: Public Works

Presented By: Rick Rumsey

SUBJECT:

Discussion and possible action regarding a Professional Services Agreement for Engineering Services with Tetra Tech for a hydraulic study in the area of North Watchorn Street and East Hobson Avenue in the amount of \$21,700.00.

BACKGROUND:

This agreement with Tetra Tech is for the engineering services/hydraulic study needed to determine the factors attributing to a reoccurring sanitary sewer overflow near North Watchorn Street and East Hobson Avenue. The purpose of the hydraulic study is to determine what improvements are needed to alleviate the problem. For more detailed information on the scope of services to be performed, please refer to the attached agreement.

RECOMMENDATION:

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

Fiscal Impact

Amount: \$21,700.00

To be paid from: CIP

Account number: 45-546-405B

Attachments

Agreement - Tetra Tech

Tetra Tech, Inc.
Professional Services Agreement for Engineering Services

This Agreement is made and becomes effective this 7th day of June, 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 a Project described as **Hobson Street Realignment Study** and as further 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

By _____
Consultant's Authorized Signature

Printed Name

Felix R. Belanger, P.E.
Vice President

Title

Professional Services Agreement Attachment A – Project Requirements

Client: Sapulpa Municipal Authority

Project Description

Hobson Street Realignment Study

The City of Sapulpa experiences a reoccurring Sanitary Sewer Overflow (SSO) near North Watchorn Street and East Hobson Avenue. The City is aware of a capacity restriction downstream of this location that is believed to be the cause. The purpose of the hydraulic study is to determine if the improvements to the known capacity deficiency will alleviate the problem or if other factors are involved.

Scope of Services

- Obtain survey of the area of interest including horizontal and vertical survey data on all existing utilities, finished floor elevations of existing structures adjacent to the existing sewer under investigation, survey data on all existing drainage structures and ditches, valve boxes for waterline crossings, existing and temporary benchmarks. Survey will enable engineers to find the best possible realignment for sanitary sewer flows while best circumnavigating the large storm sewer channels in the vicinity. This also includes manhole elevation survey both upstream and downstream of the known issue to ensure that the hydraulic model of the area produces the most accurate output.
- Study Area Flow Monitoring including three open channel flow monitors and one rain gauge for a period of 60 days. Remote data gathering and analysis during the monitoring phase. Flow monitor maintenance included to ensure that quality data is being gathered for use in the modeling phase.
- Hydraulic Modeling to determine if capacity enhancements may be necessary to mitigate upstream bypass of the sanitary sewer system. This will determine if the known capacity issue is the cause of past bypassing or if other issues are present.
- Analysis of data and recommendations for improvements in the form of a technical memorandum to City Management including an Engineers Opinion of Probable Costs.

Special Assumptions

Project Schedule

Task

Work shall begin June 7, 2018, and be fully completed with a Technical Memorandum including recommendations for improvements as well as rehabilitation and an Engineer's Opinion of Probable Cost by November 30, 2018.

Method of Compensation

Lump Sum Compensation for these services shall be a lump sum of \$21,700.

Supplemental Terms and Conditions

Engineering Services Standard Terms & Conditions

Services Consultant will perform services for the Project as set forth in Attachment A 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 in Attachment A. 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 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.



AGENDA ITEM

Administration 10.C.

City Council Regular

Meeting Date: June 4, 2018

Submitted By: Pam Vann, Finance Director

Department: Finance

Presented By: Pam Vann

SUBJECT:

Discussion and possible action regarding 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 \$3,652.00 for the purpose of recognizing grant funds awarded and appropriate such fund for the purpose of training & travel expenses.

BACKGROUND:

The Library has been awarded a grant in the amount of \$3,652.00 from the Oklahoma Department of Libraries. This is a continuing education grant for the purpose of reimbursing expenses incurred for employees attending a conference. The city has received this grant several times in the past.

RECOMMENDATION:

Staff recommends approval of the resolution.

Attachments

Library Budget Resolution 060418

Library Budget Adjustment 060418

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 \$3,652.00 FOR THE PURPOSE OF RECOGNIZING GRANT FUNDS AWARDED AND APPROPRIATING SUCH FUNDS FOR THE PURPOSE OF TRAINING & TRAVEL EXPENSES.

WHEREAS, the Library Fund of the City of Sapulpa, Oklahoma, has received a grant award in the amount of \$3,652.00, and

WHEREAS, this is a Continuing Education Grant for employees to attend a Conference,

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)	34-4091 Grant – OK Dept of Libraries	<u>\$3,652.00</u>
	Total Revenues Increase:	\$3,652.00
(Increase)	34-534-301A Training & Travel – Grant	<u>\$3,652.00</u>
	Total Appropriation Increase:	\$3,652.00

PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA and signed by the Mayor this 4th day of June 2018.

Reg Green, Mayor

ATTEST:

Shirley Burzio, City Clerk

David Widdoes, City Attorney

BUDGET TRANSFER REQUEST

DEPARTMENT	Department Head Signature	Date Requested
LIBRARY		6/4/2018

TO RECOGNIZE GRANT REVENUE FROM THE OK DEPT OF LIBRARIES
AND APPROPRIATE THE FUNDS FOR EMPLOYEES TO ATTEND
CONFERENCE

RESOLUTION #

Account #	Account Name	Amount Budgeted	Amount of Increase	Amount of Decrease	Adjusted Budget
34-4091	GRANT-OK DEPT OF LIBRARIES	\$0	\$3,652		\$3,652
34-534-301A	TRAINING & TRAVEL - GRANT	\$0	\$3,652		\$3,652

Date Approved	Finance Director	Date Rejected	Reason
Date Approved	City Manager	Date Rejected	Reason

FY 17-18	Transfer #: 17-
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AGENDA ITEM

Administration 10.D.

City Council Regular

Meeting Date: June 4, 2018

Submitted For: David Widdoes, City Attorney

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: Joan Riley, David Widdoes

SUBJECT:

Discussion and Possible action regarding an Ordinance of the City of Sapulpa, Oklahoma, Amending the Master Fee Schedule to the Sapulpa City Code, Appendix A, Sections 17.17-202, 17.17-203, 17.17-222, and 17.17-511, by Providing for Amended Water, Sewer, and Refuse Collection Rates; Repealing All Ordinances or Parts of Ordinances in Conflict with this Ordinance; and Providing That If Any Part or Parts of this Ordinance Are Held Invalid or Ineffective, the Remaining Portions Shall Not Be Affected; Providing an Effective Date and Declaring an Emergency.

BACKGROUND:

This measure is necessary for city revenues to keep up with continuous rising expenses. These rising expenses include improvements to Skiatook Raw Water Conveyance System and the extension of sewer infrastructure to accommodate new housing additions, as well as the rising cost of general operations. The last increase to water and sewer rates occurred in 2015 at a rate of 7.5%. The result of the proposed increase, depending on individual customer consumption, will come as a savings for those who have minimal usage of approximately \$3.55 (-7.14%) to an increase in cost of \$2.35 (4%) for those with average usage. If passed rate increases will go into effect July 1, 2018.

Waste Management, who provides Sapulpa with refuse collection, has also initiated a pass through increase of 2% beginning in July 2018 which is also included in the percentages above.

RECOMMENDATION:

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

Attachments

Ordinance

ORDINANCE NUMBER _____

AN ORDINANCE OF THE CITY OF SAPULPA, OKLAHOMA, AMENDING THE MASTER FEE SCHEDULE TO THE SAPULPA CITY CODE, APPENDIX A, SECTIONS 17.17-202, 17.17-203, 17.17-222, AND 17.17-511, BY PROVIDING FOR AMENDED WATER, SEWER, AND REFUSE COLLECTION RATES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; AND PROVIDING THAT IF ANY PART OR PARTS OF THIS ORDINANCE ARE HELD INVALID OR INEFFECTIVE, THE REMAINING PORTIONS SHALL NOT BE AFFECTED; PROVIDING AN EFFECTIVE DATE AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL, CITY OF SAPULPA, OKLAHOMA:

Section 1. The Sapulpa City Code, Appendix A, Section 17.17-202, is amended to read in its entirety, as follows:

“SECTION 17.17-202 WATER RATES WITHIN CITY.

The schedule of monthly rates referenced in Section 17-202 are as follows:

Residential users within Creek County:

Base rate up to 1,000 gal (min. charge)..	\$12.74 per 1,000 gal
Base rate (min. charge).....	\$8.74
Over 1,000 gal.....	\$5.73 per 1,000 gal
Per 1,000 gal.....	\$5.73

Commercial users within Creek County:

Base rate up to 1,000 gal (min. charge)..	\$17.05 per 1,000 gal
Base rate (min. charge).....	\$13.05
1,000 to 4,000,000 gal.....	\$5.73 per 1,000 gal
Up to 4,000,000 gal.....	\$5.73 per 1,000 gal
Over 4,000,000 gal.....	\$5.16 per 1,000 gal

Residential users within Tulsa County:

Base rate up to 1,000 gal (min. charge)..	\$28.85 per 1,000 gal
Base rate (min. charge).....	\$28.85
Over 1,000 gal.....	\$6.90 per 1,000 gal
Per 1,000 gal.....	\$6.90

Commercial users within Tulsa County:

Base rate up to 1,000 gal (min. charge)..	\$28.85 per 1,000 gal
Base rate (min. charge).....	\$28.85
1,000 to 4,000,000 gal.....	\$6.90 per 1,000 gal
Up to 4,000,000 gal.....	\$6.90 per 1,000 gal
Over 4,000,000 gal.....	\$6.22 per 1,000 gal

Bulk Water base rate (min. charge).....	\$25.00
Bulk Water rate:	\$3.21 per 1,000 gal

Construction meter rate:\$750.00 deposit, plus
\$5.00 per day rental plus usage charged at applicable commercial; Deposit
refunded if meter returned in same condition as delivered.”

Section 2. The Sapulpa City Code, Appendix A, Section 17.17-203, is amended to read in its entirety, as follows:

“SECTION 17.17-203 WATER RATES OUTSIDE CITY.

The schedule for monthly rates referenced in Section 17-203 are as follows:

Residential:	Base rate up to 1,000 gal (min. charge)..	\$25.47 per 1,000 gal
	Base rate (min. charge).....	\$21.47
	Per 1,000 gal.....	\$11.46
Commercial:	Base rate up to 1,000 gal (min. charge)..	\$34.11 per 1,000 gal
	Base rate (min. charge).....	\$30.11
	1,000 to 4,000,000 gal.....	\$11.46 per 1,000 gal
	Up to 4,000,000 gal.....	\$11.46 per 1,000 gal
	Over 4,000,000 gal.....	\$10.31 per 1,000 gal”

Section 3. The Sapulpa City Code, Appendix A, Section 17.17-222, is amended to read in its entirety, as follows:

“SECTION 17.17-222 SEWAGE DISPOSAL CHARGES.

The fees referenced in Section 17-222 are as follows:

Residential users inside city limits within Creek County:

\$19.77 minimum per month, plus \$2.55 per thousand gallons of water use.
\$19.77 minimum per month, plus \$2.75 per thousand gallons of water use.

Residential users outside city limits within Creek County:

~~\$39.53 minimum per month, plus \$5.06 per thousand gallons of water use.~~
\$39.53 minimum per month, plus \$5.26 per thousand gallons of water use.

Commercial users inside city limits within Creek County:

~~\$39.53 minimum per month, plus \$5.06 per thousand gallons of water use.~~
\$39.53 minimum per month, plus \$5.26 per thousand gallons of water use.

Commercial users outside city limits within Creek County:

~~\$79.10 minimum per month, plus \$5.06 per thousand gallons of water use up to 500,000; then \$2.48 per thousand gallons over 500,000 gallons of water use.~~
\$79.10 minimum per month, plus \$5.26 per thousand gallons of water use up to 500,000; then \$2.68 per thousand gallons over 500,000 gallons of water use.

Residential and Commercial users inside city limits within Tulsa County:

\$69.76 minimum per month, plus \$8.56 per thousand gallons of water use.

Sewage district treatment rates:

~~\$2.90 per thousand gallons.~~
\$3.50 per thousand gallons.”

Section 4. The Sapulpa City Code, Appendix A, Section 17.17-511, is amended to read in its entirety, as follows:

“SECTION 17.17-511 REFUSE COLLECTION RATES AND CHARGES.

The fees referenced in Section 17-511 are as follows:

Service Type	Monthly Fee	
Residential at curb side or alley:	\$10.94	\$11.16
Residential senior citizen curbside:	\$10.03	\$10.16
Service outside City limits:	\$18.42	\$18.79
Residential physically challenged carry-out service:	\$10.94	\$11.16

Residential senior citizen special needs: ~~\$24.78~~ \$25.27
Residential special carry-out service: ~~\$25.83~~ \$26.34
Additional containers: ~~\$ 8.53 per container.~~
 \$ 8.70 per container.

Commercial rate: Per container size according to following chart:

Container		Number of pick ups						
Size	yd	1	2	3	4	5	6	Extra p/u
96 gal	Polycart	\$16.41 \$16.74	\$29.06	\$44.35				
	2	\$56.38 \$57.50	\$120.41 \$95.50	\$125.67 \$128.17	\$145.18 \$148.07	\$168.56 \$171.91	\$191.41 \$195.22	\$35.19 \$35.89
	3	\$74.82 \$76.31	\$120.41 \$122.81	\$151.98 \$155.00	\$194.34 \$198.21	\$236.35 \$241.05	\$271.73 \$277.14	\$43.98 \$44.86
	4	\$79.37 \$80.95	\$145.57 \$148.47	\$200.41 \$204.40	\$251.94 \$256.95	\$306.89 \$313.00	\$422.16 \$430.56	\$50.28 \$51.28
	6	\$110.36 \$112.56	\$206.54 \$210.65	\$284.12 \$289.77	\$364.90 \$372.16	\$445.11 \$453.97	\$523.13 \$533.54	\$61.58 \$62.81
	8	\$136.42 \$139.13	\$266.56 \$271.86	\$369.92 \$377.28	\$476.89 \$486.38	\$584.08 \$595.70	\$690.53 \$704.27	\$72.89 \$74.34
Hand P/U		\$15.90						

Locks for lids: ~~\$11.64 per dumpster per month.~~
 \$11.87 per dumpster per month.

Senior citizen discount: \$1.00 per month upon presentation of
legal certification of age 65 or older.

Replacement Cart Deposit: ~~\$93.96 if issued cart is lost, stolen, or~~
 \$95.83 if issued cart is lost, stolen, or
damaged; refunded if original cart located
and/or returned to satisfactory working
condition.”

Section 5. All ordinances, or parts of ordinances, in conflict with this ordinance are repealed to the extent of conflict only.

Section 6. If any part or parts of this ordinance are held invalid or ineffective, the remaining portions shall not be affected but remain in full force and effect.

Section 7. Effective Date. The rates reflected in this ordinance shall be in effect

from and after July 1, 2018.

Section 8. EMERGENCY. Being immediately necessary that the provisions of this ordinance be put into full force and effect for the preservation of the public peace, health and safety of the City of Sapulpa, Oklahoma, an emergency is hereby declared to exist and this ordinance shall be in full force and effect after its passage, approval and publication as required by law.

PASSED AND APPROVED in regular session this ____ day of _____ 2018 with emergency clause voted on separately.

Reg Green, Mayor

ATTEST:

APPROVED AS TO FORM:

Shirley Burzio, City Clerk

David R. Widdoes, City Attorney



AGENDA ITEM

Administration 10.E.

City Council Regular

Meeting Date: June 4, 2018

Submitted By: Pam Vann, Finance Director

Department: Finance

Presented By: Pam Vann

SUBJECT:

Discussion and possible action regarding a Resolution of the City Council of the City of Sapulpa, Oklahoma, adopting and appending a budget for the City of Sapulpa Oklahoma, ratifying and thereby adopting the Sapulpa Municipal Authority Budget, the Sapulpa Development Authority Budget and adopting all other funds as required by statute or ordinance for the year beginning July 1, 2018, and ending June 30, 2019.

BACKGROUND:

The Administration and Finance Committee met May 29, 2018 and discussed the budget as proposed. The budget is balanced and does meet the requirements of the City of Sapulpa for the proper and sustained operations of the City, Authority and related funds.

RECOMMENDATION:

Staff recommends that the Mayor and City Councilors adopt the Resolution.

Attachments

FY 2018-2019 Budget Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAPULPA, OKLAHOMA, ADOPTING AND APPENDING A BUDGET FOR THE CITY OF SAPULPA, OKLAHOMA, RATIFYING AND THEREBY ADOPTING THE SAPULPA MUNICIPAL AUTHORITY BUDGET, THE SAPULPA DEVELOPMENT AUTHORITY BUDGET, AND ADOPTING ALL OTHER FUNDS AS REQUIRED BY STATUTE OR ORDINANCE FOR THE YEAR BEGINNING JULY 1, 2018, AND ENDING JUNE 30, 2019.

WHEREAS, a budget for the fiscal year beginning July 1, 2018, and ending June 30, 2019, has been prepared by the City Manager; and

WHEREAS, said budget has been presented by the City Manager in compliance with the Sapulpa City Charter and Oklahoma Municipal Budget Act (the Act); and

WHEREAS, a public notice of a public hearing upon this budget has been duly and legally published as provided for in the City Charter and pursuant to the Oklahoma Municipal Budget Act; and

WHEREAS, this proposed budget has been filed with the City Clerk and the budget, upon adoption, will be filed with the State Auditor and Inspector and the Sinking Fund Estimate of Needs will be filed with the County Excise Board; and

WHEREAS, the provisions of the Municipal Budget Act (Section 17-201 through 17-216 of Title 11) of the Oklahoma Statutes have previously been adopted by resolution; and

WHEREAS, Section 17-209 A of the Act requires the Annual Budget to be adopted by the governing body no later than seven (7) days prior to the beginning of the fiscal year; and

WHEREAS, the accompanying Annual Budget documents set forth the estimated revenues and appropriations for each fund of the City of Sapulpa, the Sapulpa Municipal Authority, and the Sapulpa Development Authority including all related funds and the revenues and expenditures of each fund and any departments contained therein are classified by object code source of revenues and expenditures as required by Section 17-213 of the Act; and

WHEREAS, the budget complies with Section 17-206 of the Act by including the following:

- Budget Message
- Actual revenues and expenditures for the immediate prior fiscal year
- Revenues and expenditures for the current fiscal year as shown by the budget for the current year as adopted or amended

- Estimate of revenues and expenditures for the budget year; and

WHEREAS, in accordance with Section 17-215 B of the Act, the City of Sapulpa Councilors has determined that expenditures and encumbrances may not be authorized that exceed the legal level of control by account category and that the transfer authority vested with the City Manager is limited as prescribed in (A) below.

- A. The City Manager or the Chief Financial Officer may transfer any unexpended and unencumbered appropriation or any portion thereof from one line item to another, one object category to another within a department, or one department to another within a fund without further approval by the Mayor and the City Council or the Chairman and Board of Trustees except that no appropriation for debt service or other appropriation required by law or ordinance may be reduced below the minimums required. Said budget transfer amendments are allowed provided the sufficient justification is submitted, and the City Manager has approved.
- B. Amendments involving interfund transfers, supplemental amendments to account for unanticipated revenues and corresponding increases in appropriations, and amendments to decrease appropriations and corresponding revenues shall be adopted by Resolution at a meeting of the Mayor and City Council and filed with the State Auditor and Inspector.

WHEREAS, the Mayor and City Council authorize the Chief Financial officer to invest the City's funds as provided in Oklahoma Statutes, Title 62, Section 348.1; and

WHEREAS, after full and final consideration, the public hearing as required by Section 17-208 of the Act has been held on said budget and it is in the opinion of the Mayor and City Council that this budget, as filed, is balanced and does meet the requirements of the City of Sapulpa for the proper and sustained operations of the City, Authority and related funds, and should be approved as presented.

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

Section 1. The Budget Summary, Fund Summaries and departmental expenditures as shown by the object code classifications totals be adopted as the FY 18/19 Operating Budget of the City of Sapulpa and, further that the City, as beneficiary of the Sapulpa Municipal Authority and the Sapulpa Development Authority, ratifies and thereby adopts the Trust Budgets for all Enterprise Funds.

Section 2. That the City Treasurer is authorized to invest any funds not needed for current use, whether operating funds or bond funds, in accordance with Oklahoma Statutes, Title 62, Section 348.1

Section 3. All appropriations shall lapse at the end of the fiscal year.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF
SAPULPA, OKLAHOMA, BY A VOTE OF _____ TO _____ ON THIS
_____ DAY OF _____, 2018.**

APPROVED:

ATTEST:

Reg Green, Mayor

Shirley Burzio, City Clerk

APPROVED AS TO FORM:

David Widdoes, City Attorney