

SAPULPA CITY COUNCIL MEETING

CITY HALL - 425 EAST DEWEY AVENUE

COUNCIL CHAMBERS, 2ND FLOOR

7:00 P.M., TUESDAY, SEPTEMBER 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 September, 2018, in the Council Chambers, Sapulpa City Hall, 425 East Dewey Avenue, Sapulpa, Oklahoma, with the agenda for said meeting as follows:

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

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

- AGENDA -

1. **CALL TO ORDER.**
2. **INVOCATION.**
3. **PLEDGE OF ALLEGIANCE.**
4. **ROLL CALL.**
5. **MINUTES.**
 - A. Consider approving the minutes of the August 20, 2018 regular City Council meeting.
6. **APPOINTMENTS, AWARDS, PRESENTATIONS, AND PROCLAMATIONS.**
7. **CONSENT ITEMS:** All matters under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any City Council member may, however, remove an item from consent by request.
 - A. Consider approving Claims in the amount of \$386,303.76.
 - B. Consider approving Prepaid Claims in the amount of \$22,954.10.

- C. Consider approving a contract to accept the 2018 Edge Technology Grant from the Oklahoma Department of Libraries in the amount of \$2,875.00.

8. **PUBLIC HEARINGS.**

9. **COMMUNITY DEVELOPMENT.**

10. **ADMINISTRATION.**

- A. Discussion and possible action regarding close-out of the South Hickory Street Storm-water Project with Cherokee Pride Construction, Inc., including approval of payment of final pay request of \$20,000.00, approval of close out documents, and establishing the applicable warranty date through June 15, 2019.
- B. Discussion and possible action regarding Addendum No. 3 to Maintenance Agreement with SignalTek for maintenance of traffic signal intersections and school zone signs in the amount of \$725.00 per month.
- C. Discussion and possible action regarding a Service Agreement with Institute for Building Technology and Safety (IBTS) for interim building inspection services.
- D. Discussion and possible action regarding an Ordinance of the City of Sapulpa, Oklahoma, Amending the Sapulpa City Code, Appendix B, Court Fines, Costs, Fees, and Bond Amounts; Providing for an Effective Date; 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; and Declaring an Emergency.
- E. Discussion and Possible Action Regarding an Ordinance of the City of Sapulpa, Oklahoma, Amending the Sapulpa City Code Article (Part) 3, Alcoholic Beverages by Repealing Chapters 1, 2, and 3 and Replacing Same with New Chapters 1 and 2; Providing for Definitions; Occupational Tax and License Requirements; Certificates of Compliance, Administration and Issuance; Providing General Prohibitions; Social Host and Minor Prohibitions; and Penalty; and Amending the Master Fee Schedule to the Sapulpa City Code, Appendix A, by Repealing and Replacing Section 3.3-102; Providing for a Rate of Fees for Occupational Taxes and Licenses; Providing for an Effective Date; and Providing for Repealer and Severability.

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

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

- A. City of Sapulpa named as a finalist for the Government Programs-Municipality Award in the 2018 Environmental Excellence Celebration by the Board of Directors for Keep Oklahoma Beautiful.

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 the City Attorney concerning pending claim involving Tri-Star Construction, LLC, 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 a settlement agreement resolving the claim.

15. **ADJOURNMENT.**

Posted this 31st day of August, 2018 at or before 5:00 p.m., at the Sapulpa City Hall, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Name: *Amy Hoehner*

Title: *Legal Assistant*



AGENDA ITEM

City Council Regular

5.A.

Meeting Date: September 4, 2018

Submitted By: Shirley Burzio, City Clerk

Department: City Clerk

Presented By:

SUBJECT:

Consider approving the minutes of the August 20, 2018 regular City Council meeting.

BACKGROUND:

RECOMMENDATION:

Attachments

minutes.08-20-2018 city

CITY OF SAPULPA, OKLAHOMA
COUNCIL PROCEEDINGS
Meeting of August 20, 2018

The City Council of Sapulpa, Oklahoma, met in regular session Monday, August 20, 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
Marty Cummins, Councilor
Wes Galloway, Councilor
Craig Henderson, Councilor
Hugo Naifeh, Councilor
Carla Stinnett, Councilor

Absent: Bruce Bledsoe, Councilor
Charles Stephens, Councilor

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

1. INVOCATION.

The invocation was given by Mr. Lynn Blanchard.

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 Marty Cummins, to approve the minutes and consent items as follows:

- A.** Approve the minutes of the August 6, 2018, regular city council meeting;
- B.** Approve claims in the amount of \$670,741.35.

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

4. APPOINTMENTS, AWARDS, PRESENTATIONS, AND PROCLAMATIONS.

- A.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor John Anderson, to approve the adoption of a resolution commending Robin Quinnelly, Police Dispatch, and showing appreciation for twenty-one years of dedicated service to the City of Sapulpa. (Resolution No. 4539)

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

5. ADMINISTRATION.

- A.** Motion was made by Councilor Marty Cummins, seconded by Councilor Craig Henderson, to approve an an Irrevocable Consent to Annexation Agreement with Donald R. and Nancy Jo Bateman for property located in the N/2 NE/4 of Section 1, T17N, R10E, less and except all state highway, Oklahoma Turnpike Authority right-of-way, and previously existing City of Sapulpa fenceline.

ROLL CALL: AYE-John Anderson, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Hugo Naifeh, Carla Stinnett. NAY-Louis Martin.
Motion carried 7-1.

- B.** Motion was made by Councilor Marty Cummins, seconded by Councilor Craig Henderson, to approve the adoption of an ordinance changing the corporate limits of the City of Sapulpa, Oklahoma, by de-annexing a certain tract of land in Section 1, Township 17 North, Range 10 East of the Indian Base and Meridian, Creek County, Oklahoma, from the city limits of Sapulpa, Oklahoma; and declaring an emergency. (Ordinance No. 2802)

ROLL CALL: AYE-John Anderson, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Hugo Naifeh, Carla Stinnett. NAY-Louis Martin.
Motion carried 7-1.

Motion was made by Councilor Marty Cummins, seconded by Councilor Craig Henderson, to approve the passage and adoption of the emergency clause.

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

- C. Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve an easement acquisition agreement with Tina A. Long for a perpetual easement for the purpose of constructing and maintaining par trail improvements along Rock Creek near the intersection of Muscogee Street and Courtney Avenue.

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

- D. Motion was made by Councilor Hugo Naifeh, seconded by Vice-Mayor Louis Martin, to approve the adoption of a resolution of the City of Sapulpa, Oklahoma, amending the FY 2018-2019 annual budget by increasing revenues and appropriations in the Library Fund in the amount of \$3,000.00 for the purpose of recognizing grant funds awarded and appropriate such fund for the purpose of purchasing ebooks. (Resolution No. 4540)

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

- E. Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Hugo Naifeh, to approve the amendment to Section 206.3, Introductory Employees of the 2009 Human Resources Policies and Procedures Manual.

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

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

- A. Sapulpa Animal Shelter Ground Breaking Ceremony to be held at 10:00 a.m. on Wednesday, August 29, 2018;
- B. Sapulpa Main Street Profit & Loss Status Reports for January through June, 2018, and January through July, 2018;
- C. New customer service hours for city hall and annex building beginning September 3, 2018, the buildings will be open from 7:30 A.M. to 5:30 P.M., Monday through Thursday, and 7:30 A.M. to 11:30 A.M. on Friday. This change will provide flexibility for our citizens to do business with the City. The Police and Fire Department Administration will follow the same hours as City Hall.
- D. Press release announcing City Manager Joan Riley's election as President of the City Management Association of Oklahoma (CMAO)

7. PUBLIC COMMENTS.

Mr. Steve Mann, 230 West Goodykoontz Avenue, spoke to the council about flooding in his neighborhood.

8. EXECUTIVE SESSION.

A. Motion was made by Councilor John Anderson, seconded by Vice-Mayor Louis Martin, to approve entering into an executive session to discuss the following:

- 1. Discuss threatened litigation by Tri-Star, upon advice that disclosure will seriously impair the ability of the public body to conduct litigation in the public interest. [25 O.S. Section 307 B (4)]

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

The council convened into an executive session at 7:25 o'clock P.M.

B. At 7:48 o'clock P.M. and in open session, Mayor Reg Green called the regular council meeting to order. There was no action taken by the council regarding the matter discussed in executive session.

9. ADJOURNMENT.

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

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

Mayor

Attest:

City Clerk



Consent Agenda 7.A.

City Council Regular

Meeting Date: September 4, 2018

Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving Claims in the amount of \$386,303.76.

Attachments

Claims List 9-4-18

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
123315	99-10099	SAYRE, ROBERT	MEAL REIMBURSEMENT	8/2018	8/20-24/18 123315	60.00
124282	99-10121	ICON ENTERPRISES, INC	ANNUAL FEE	8/2018	175813	2,088.69
123692	99-10143	PERDUE, BRANDON, FIELDER, C	COLLECTION SERVICES	8/2018	7/1-7/31/18 123692	5,688.15
123965	99-10159	LAWRENCE COUNTY NEWSPAPERS,	PUBLISH ORDINANCE 2801	8/2018	18043	181.95
123494	99-10160	MERRIFIELD OFFICE SOLUTIONS	MISC JANITORIAL SUPPLIES	8/2018	0152408-001	28.99
123847	99-10160	MERRIFIELD OFFICE SOLUTIONS	HANGING FILE FOLDERS	8/2018	0151904-001	45.54
123960	99-10160	MERRIFIELD OFFICE SOLUTIONS	PRE-INKED STAMPS	8/2018	0151925-001	39.98
123961	99-10160	MERRIFIELD OFFICE SOLUTIONS	OFFICE SUPPLIES	8/2018	0151922-001	58.96
124166	99-10160	MERRIFIELD OFFICE SOLUTIONS	OFFICE SUPPLIES	8/2018	0151940-001	29.04
124384	99-10160	MERRIFIELD OFFICE SOLUTIONS	OFFICE SUPPLIES	8/2018	0152513-001	83.67
124369	99-10183	NATIONAL FIRE SAFETY COUNCIL	FIRE PREVENTION WEEK	8/2018	878623	522.84
123831	99-10240	VIEVU LLC	CAMERA REPLACEMENT	8/2018	30437	318.00
123980	99-10325	CARDIAC SCIENCE CORPORATION	ELECTRODE PADS	8/2018	7329605	220.80
123862	99-10377	GREEN COUNTRY SHREDDING & R	CONFIDENTIAL SHREDDING	8/2018	50372	30.00
123672	99-10697	EDUCATION SPECIALTY PUBLISH	PRESENTATION DISPLAY PKG	8/2018	57209	1,080.00
123673	99-10698	STATE OF OKLAHOMA dba QUART	LODGING	8/2018	632284	279.00
123981A	99-10702	PARKER, BRETT	MEAL/MILEAGE	8/2018	8/21-23/18 123981A	306.29
121147	99-10708	STEPHENS, MARK	MEALS/LODGING REIMB	8/2018	8/22-24/18 121147	339.92
119553	99-10724	ALLIED TRANSPORT LLC	EMERGENCY TOWING	8/2018	69729	1,485.00
124283	99-28	OG&E	MONTHLY ELECTRIC	8/2018	8/22/18 124283	7,877.26
123499	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR TRUCKS	8/2018	153-125189	47.88
124223	99-3707	O'REILLY AUTOMOTIVE INC	VEHICLE MAINTENANCE	8/2018	153-122472	182.81
124224	99-3707	O'REILLY AUTOMOTIVE INC	SHOP SUPPLIES	8/2018	153-122476	99.45
124359	99-3707	O'REILLY AUTOMOTIVE INC	VEHICLE MAINTENANCE	8/2018	153-123285	77.94
124453	99-3707	O'REILLY AUTOMOTIVE INC	FUEL PUMP	8/2018	153-123068	137.51
124458	99-3707	O'REILLY AUTOMOTIVE INC	VEHICLE MAINTENANCE	8/2018	153-123718	159.34
124460	99-3707	O'REILLY AUTOMOTIVE INC	VEHICLE MAINTENANCE	8/2018	153-123936	261.66
124463	99-3707	O'REILLY AUTOMOTIVE INC	VEHICLE MAINTENANCE	8/2018	153-124092	9.18
124467	99-3707	O'REILLY AUTOMOTIVE INC	VEHICLE MAINTENANCE	8/2018	153-124995	220.76
123581	99-3797	OCCUPATIONAL HEALTH CENTER	PRE-PLACE PHYSICAL/TESTIN	8/2018	256173908	169.50
123266	99-3822	TYLER TECHNOLOGIES, INC	ONLINE CREDIT CARD FEES	8/2018	025-234088	125.00
122427A	99-39	WAL-MART	FOOD-SUPERVISOR TRAINING	8/2018	023345 7/23/18	87.95
123248	99-39	WAL-MART	MISC JANITORIAL SUPPLIES	8/2018	025220 7/25/18	65.38
123788	99-39	WAL-MART	OFFICE SUPPLIES	8/2018	023063 7/23/18	54.75
123789	99-39	WAL-MART	JANITORIAL SUPPLIES	8/2018	023063A 7/23/18	205.51
123791	99-39	WAL-MART	OPERATING SUPPLIES	8/2018	023063B 7/23/18	176.67
123795	99-39	WAL-MART	EQUIPMENT & FURNITURE	8/2018	023063C 7/23/18	52.40
123797	99-39	WAL-MART	PRINTING	8/2018	023063D 7/23/18	179.95
123799	99-39	WAL-MART	BLDG MAINT SUPPLIES	8/2018	023063E 7/23/18	15.24
123988	99-39	WAL-MART	JANITORIAL SUPPLIES	8/2018	013069 8/13/18	14.62
123818	99-3911	NORTON, NATE	MEAL REIMBURSEMENT	8/2018	8/22/18 123818	12.00
123817	99-4014	BROWNELLS INC.	UTILITY SLINGS	8/2018	16137685.00	111.83
123669	99-4022	OKLAHOMA STATE UNIVERSITY	INSTRUCTOR II CLASSES	8/2018	68649	3,200.00
124350	99-4022	OKLAHOMA STATE UNIVERSITY	SEMINAR FEE	8/2018	70016	30.00
124351	99-4022	OKLAHOMA STATE UNIVERSITY	SEMINAR FEE	8/2018	70018	75.00
123966	99-4047	SHOW, INC.	LAWN CLEAN-UP	8/2018	19052	40.00
123834	99-4229	HAEFNER, MIKE	MEAL REIMBURSEMENT	8/2018	8/23/18 123834	12.00
123596	99-5388	OFFICE DEPOT 25022426	PARCHMENT PAPER	8/2018	186382853001	17.89
123498	99-6040	PIKEPASS CUSTOMER SERVICE	CREPLENISH PIKEPASS FUNDS	8/2018	214471 8/10/18	160.00
124433	99-6101	S&P GLOBAL MARKET INTELLIG	E MAINTENANCE FEE	8/2018	35280805	97.00

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
123819	99-6343	SELLERS, PETE	MEAL REIMBURSEMENT	8/2018	8/22/18 123819	12.00
123835	99-6343	SELLERS, PETE	MEAL REIMBURSEMENT	8/2018	8/23/18 123835	12.00
123983	99-6394	SHIELDS, JASON B	MEAL REIMBURSEMENT	8/2018	8/21-23/18 123983	127.59
123827	99-7493	CHIEF SUPPLY CORP	REPLACEMENT SUPPLIES	8/2018	56952	187.49
123868	99-7719	MID-WEST PRINTING COMPANY	LASER CHECKS	8/2018	54916	736.28
123304	99-7771	CUMMINS SOUTHERN PLAINS, LTMAINT	AGRMNT-GENERATORS	8/2018	91-2473	1,130.00
124164	99-7927	CENTRAL OKLAHOMA PUBLICATIOPUBLISH	GOLF CART BID	8/2018	108913	23.90
124356	99-8016	NORTHERN SAFETY COMPANY	INAIIR SAMPLE	8/2018	903088680	150.00
124360	99-8016	NORTHERN SAFETY COMPANY	INSCBA REPAIR	8/2018	903086613	117.00
122924R	99-8074	SPECIAL OPS UNIFORMS, INC	UNIFORMS & ACCESSORIES	8/2018	785025	541.41
123668	99-8074	SPECIAL OPS UNIFORMS, INC	UPDATED CLASS A UNIFORMS	8/2018	785023	293.24
123832	99-8458	ANNIES JEWELRY	RETIREMENT WATCH	8/2018	8/15/18 123832	165.00
124461	99-8539	CROW BURLLNGAME COMPANY	JUMP BOX	8/2018	106-10626	165.00
123963	99-8630	CREEK COUNTY CLERK	LIENS & STATEMENT OF COST	8/2018	MISC NUISANCE	142.00
123698	99-8846	ARLEDGE & ASSOCIATES, P.C.	AUDIT SERVICES-FY17/18	8/2018	29609	6,200.00
124362	99-8915	MILLER, MATT	MEAL REIMBURSEMENT	8/2018	8/21-23/18 124362	433.88
124363	99-9072	VICKREY JAMES	REIMBURSEMENT	8/2018	8/18/18 124363	106.37
121394	99-9393	AIRLINK INTERNET SVCS	MONTHLY INTERNET SERVICE	8/2018	5675	1,240.37
124230	99-9506	SOUTH CENTRAL ARC USER GROUMEMBERSHIP/CONFERENCE		8/2018	07942	145.00
124456	99-9569	O2 FOR U, INC	CYLINDER LEASE	8/2018	30627	136.95
121143R	99-9683	GARVER, LLC	ENGINEERING REVIEW FEES	8/2018	18038010-1	7,086.00
124118	99-9842	KELLPRO, INC.	SUBSCRIPTION RENEWAL	8/2018	183088	55.00
123456	99-9859	VERIZON WIRELESS SERVICES	LMOBILE BROADBAND	8/2018	9812479067	40.01
FUND TOTAL:						46,109.79

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

124282	99-10121	ICON ENTERPRISES, INC	ANNUAL FEE	8/2018	175813	2,088.69
124169	99-10143	PERDUE, BRANDON, FIELDER, CBAD	DEBT COLLECTIONS	8/2018	7/1-7/31/18 124169	452.44
123940	99-10154	HAWKINS, INC	DE-WATER POLYMER	8/2018	4341750	3,059.05
124452	99-10252	CECIL COX ENTERPRISES	TUBE	8/2018	3031337	11.95
124167	99-10282	UNITED RENTALS (NORTH AMERIPUMP	RENTAL	8/2018	160356374-001	1,369.87
122992	99-10558	TECHNICAL PROGRAMMING SERVIMAILING	OF UTILITY BILLS	8/2018	102064	603.12
124076	99-10560	CORE & MAIN LP	SAMPLING STATIONS	8/2018	J163542	5,070.00
124431	99-10729	OWRB	DEBT SERVICE PAYMENT	8/2018	ORF180020C 9/14/18	966.42
124089	99-1443	BRENNTAG SOUTHWEST, INC.	CHEMICALS	8/2018	BSW019072	1,374.70
124094	99-1443	BRENNTAG SOUTHWEST, INC.	CHLORINE	8/2018	BSW017736	5,884.58
124095	99-1443	BRENNTAG SOUTHWEST, INC.	ACH	8/2018	BSW019071	16,753.03
123397	99-1575	FIZZ-O WATER CO., INC.	DISTILLED WATER-TESTING	8/2018	1193319	96.45
124283	99-28	OG&E	MONTHLY ELECTRIC	8/2018	8/22/18 124283	29,815.40
123927	99-3437	ADVANCE ELECTRICAL SERVICES	ELECTRICIAN TROUBLESHOOTI	8/2018	17119	123.75
122891	99-3593	CITY OF TULSA	METER FEES	8/2018	107001042 8/7/18	1,063.53
124451	99-3707	O'REILLY AUTOMOTIVE INC	VEHICLE MAINTENANCE	8/2018	153-122686	20.01
124454	99-3707	O'REILLY AUTOMOTIVE INC	VEHICLE MAINTENANCE	8/2018	153-123069	23.03
124462	99-3707	O'REILLY AUTOMOTIVE INC	BLOWER FAN MOTOR	8/2018	153-123982	34.07
124465	99-3707	O'REILLY AUTOMOTIVE INC	VEHICLE MAINTENANCE	8/2018	153-124314	84.40
123266	99-3822	TYLER TECHNOLOGIES, INC	ONLINE CREDIT CARD FEES	8/2018	025-234088	301.00
122999	99-39	WAL-MART	PEDIALYTE & GATORADE	8/2018	019122 7/19/18	110.94
123966	99-4047	SHOW, INC.	LAWN CLEAN-UP	8/2018	19052	40.00
122077B	99-4112	ACCURATE ENVIRONMENTAL INC.	2018 Q2 TESTING	8/2018	AG20020	1,675.00

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
123396	99-4112	ACCURATE ENVIRONMENTAL INC.	IN HOUSE TESTING SUPPLIES	8/2018	SU28796	830.00
123617	99-4112	ACCURATE ENVIRONMENTAL INC.	SOC - 3RD QUARTER	8/2018	AG24135	420.00
124099	99-4112	ACCURATE ENVIRONMENTAL INC.	OPEDS	8/2018	AH08109	335.00
122993	99-4895	BADGER METER, INC.	SERVICE AGREEMENT	8/2018	80021555	4,420.00
123718	99-6528	UNIFIRST HOLDINGS, INC.	UNIFORMS FOR CREWS	8/2018	8241504729	91.70
122892	99-7178	T-G EXCAVATING, INC.	EMERGENCY REPAIR	8/2018	#5 7/29-8/13/18	3,282.00
123870	99-7821	CREEK COUNTY RURAL WATER	#2WATER	8/2018	1586 6/21-7/21/18	85.50
124090	99-8526	RAVEN MATERIALS, INC.	CLEANING OF LAGOON #1	8/2018	2960-18	17,000.00
122893	99-8746	UTILITY SERVICES COMPANY,	ISOUTHWEST STANDPIPE	8/2018	453742	33,358.46
123945	99-9047	SHOE SHOW, INC	SAFETY SHOES	8/2018	585 8/28/18	109.96
123929	99-9173	ALL MAINTENANCE SUPPLY,	INCROLLED DISPENSER TOWELS	8/2018	71856-01	74.50
123676A	99-9207	S2 ENGINEERING SERVICES,	PLCOPPER EFF EVALUATION	8/2018	06-607	1,440.00
123954	99-9207	S2 ENGINEERING SERVICES,	PLENGINEERING SERVICES	8/2018	06-606	5,000.00
123958	99-9207	S2 ENGINEERING SERVICES,	PLCHLORAMINATION SYSTEM	8/2018	06-608	1,941.00
122890	99-9393	AIRLINK INTERNET SVCS	NETWORK FEE	8/2018	73741	599.80
123853	99-9859	VERIZON WIRELESS SERVICES	LDEDICATED PHONE-SWRCS	8/2018	9811499953	16.00
FUND TOTAL:						140,025.35

FUND: 29 - STORMWATER MANAGEMENT

SUMMARY REPORT

114123	99-10560	CORE & MAIN LP	MANHOLE COVER	8/2018	J370575	119.50
113693	99-10703	GROUND PENETRATING RADAR	SYLOCATION STORAGE TANK	8/2018	213184	1,000.00
124283	99-28	OG&E	MONTHLY ELECTRIC	8/2018	8/22/18 124283	204.62
121318	99-3707	O'REILLY AUTOMOTIVE INC	MISC TRUCK PARTS	8/2018	153-125260	3.98
123695	99-9738	JACQUELYN BROOKE KONONCHUK	STORMWATER MNGMT SERVICE	8/2018	AUG-18	4,614.00
FUND TOTAL:						5,942.10

FUND: 30 - STREET & ALLEY

SUMMARY REPORT

122843	99-10354	MAXWELL OIL CORP	MOTOR/HYDRAULIC OIL	8/2018	101377	297.85
124283	99-28	OG&E	MONTHLY ELECTRIC	8/2018	8/22/18 124283	347.64
122842	99-3707	O'REILLY AUTOMOTIVE INC	MISC TRUCK PARTS/SUPPLIES	8/2018	153-122986	34.86
123035	99-39	WAL-MART	TWO CANOPIES	8/2018	017196 7/17/18	158.00
FUND TOTAL:						838.35

FUND: 31 - CEMETERY MAINTENANCE

SUMMARY REPORT

124135	99-10451	NCH CORPORATION	INSECT REPELLENT	8/2018	3229518	194.50
124283	99-28	OG&E	MONTHLY ELECTRIC	8/2018	8/22/18 124283	364.66
124132	99-39	WAL-MART	FIRST AID KITS	8/2018	002751 8/2/18	45.85
124129	99-6159	LOT MAINTENANCE OF OKLAHOMAMOW	RIGHT-OF-WAYS	8/2018	36099	3,755.63
123718	99-6528	UNIFIRST HOLDINGS, INC.	UNIFORMS FOR CREWS	8/2018	8241504726	15.84
123420	99-8372	SAWYER ENTERPRISES	MOWING-FLOWING FLOOD PROP	8/2018	300082918	950.00
124138	99-9334	T & T POWERSPORTS, LLC	CHAINSAW	8/2018	98857	513.99
FUND TOTAL:						5,840.47

FUND: 32 - HUNTING & FISHING

SUMMARY REPORT

123878	99-10516	HINSCH MARY	CARETAKER AGREEMENT	8/2018	730464	38.00
124283	99-28	OG&E	MONTHLY ELECTRIC	8/2018	8/22/18 124283	1,054.39

FUND: 32 - HUNTING & FISHING

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
FUND TOTAL:						1,092.39
FUND: 33 - GOLF COURSE						SUMMARY REPORT
124253	99-10302	LAMPTON WELDING SUPPLY CO,	CO2 REFILL FOR THE YEAR	8/2018	04700832	60.38
123749	99-175	STANDARD DISTRIBUTING INC	RESTOCK GRILL	8/2018	339359	63.65
124283	99-28	OG&E	MONTHLY ELECTRIC	8/2018	8/22/18 124283	968.04
124255	99-3794	BOTTLING GROUP, LLC	BEVERAGE RESTOCK	8/2018	09022202	352.87
123733	99-39	WAL-MART	RESTOCK GRILL	8/2018	017835 7/17/18	274.42
124254	99-4686	ANHEUSER BUSCH SALES-OKLAHORE	STOCK BEER & GRILL	8/2018	254300	409.70
123718	99-6528	UNIFIRST HOLDINGS, INC.	UNIFORMS FOR CREWS	8/2018	8241504731	19.72
123747	99-8108	AT&T ADVERTISING & PUBLISHIA	ADVERTISING	8/2018	1300020635 8/13/18	33.00
124251	99-8442	SYSCO FOODS SERVICES OF OKLRE	STOCK GRILL	8/2018	126520827	453.05
FUND TOTAL:						2,634.83
FUND: 34 - LIBRARY						SUMMARY REPORT
124058	99-1589	DEMCO, INC.	OFFICE SUPPLIES	8/2018	6426132	1,363.59
124064	99-265	RABY PLUMBING, INC.	WATER KNOB	8/2018	23325	201.55
124283	99-28	OG&E	MONTHLY ELECTRIC	8/2018	8/22/18 124283	2,306.76
124051	99-4047	SHOW, INC.	RECYCLING	8/2018	19039	30.00
124057	99-8403	VANGUARD IDENTIFICATION SYSLI	BRARY CARDS	8/2018	INV-133724-POZSZV8	1,551.32
FUND TOTAL:						5,453.22
FUND: 35 - PARKS & RECREATION						SUMMARY REPORT
124415	99-10086	SWANK MOTION PICTURES, INC	MOVIES IN THE PARK	8/2018	DB 2550928	265.00
124010	99-10160	MERRIFIELD OFFICE SOLUTIONS	JANITORIAL SUPPLIES	8/2018	0151154-001	117.37
124413	99-10592	WOOTEN PLUMBING & UTILITIESS	SERVICE CALL	8/2018	10809	503.73
124283	99-28	OG&E	MONTHLY ELECTRIC	8/2018	8/22/18 124283	4,318.36
124019	99-39	WAL-MART	OFFICE SUPPLIES	8/2018	007748 8/7/18	19.65
124402	99-4700	COX COMMUNICATIONS	CABLE SERVICE	8/2018	065575601 8/21/18	14.23
124412	99-6410	OKLAHOMA RECREATION & PARK	18-19 MEMBERSHIP	8/2018	00590	225.00
123718	99-6528	UNIFIRST HOLDINGS, INC.	UNIFORMS FOR CREWS	8/2018	8241504730	14.88
124419	99-7868	WESTLAKE HARDWARE INC	TOOL & BATTERIES	8/2018	8137994	24.08
123879	99-9595	CAMPBELL WENDY	CONTRACT SRVCS-TRACK PROG	8/2018	7/31-8/14/18	345.00
FUND TOTAL:						5,847.30
FUND: 36 - SWIMMING POOL						SUMMARY REPORT
124283	99-28	OG&E	MONTHLY ELECTRIC	8/2018	8/22/18 124283	1,627.12
123876	99-39	WAL-MART	CONCESSION SUPPLIES	8/2018	015749 7/15/18	1,351.72
123897	99-39	WAL-MART	SAFETY SUPPLIES	8/2018	015701 7/15/18	33.92
124024	99-39	WAL-MART	CHIPS & DRINKS	8/2018	001309 8/1/18	50.94
124011	99-8801	THE RIB CRIB BBQ INC	PORK, BEEF, & BRISKET	8/2018	CS20320	70.85
FUND TOTAL:						3,134.55

FUND: 40 - FIRE CASH

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
122929R	99-10443	MCGRATH CONSULTING GROUP	INANALYSIS	8/2018	1033	8,406.50
FUND TOTAL:						8,406.50

FUND: 41 - POLICE CASH

SUMMARY REPORT

123824	99-8555	YORK ELECTRONIC SYSTEMS,	INFIRE ALARM PANEL	8/2018	66835	4,357.79
FUND TOTAL:						4,357.79

FUND: 44 - MAJOR THOROFARE

SUMMARY REPORT

124283	99-28	OG&E	MONTHLY ELECTRIC	8/2018	8/22/18 124283	1,485.85
124302	99-7071	HD INDUSTRIES, INC.	TACK OIL	8/2018	27158	2,307.68
122835	99-8909	DUNHAM'S ASPHALT SERVICE,	IPATCH	8/2018	250404	425.49
FUND TOTAL:						4,219.02

FUND: 45 - CAPITAL IMPROVEMENTS

SUMMARY REPORT

124171	99-10160	MERRIFIELD OFFICE SOLUTIONS	CHAIRS	8/2018	0152483-001	720.00
123723	99-39	WAL-MART	WHITE FOLDING CHAIRS	8/2018	018664 7/18/18	263.76
FUND TOTAL:						983.76

FUND: 46 - WATER & SEWER SALES TAX

SUMMARY REPORT

123920	99-10252	CECIL COX ENTERPRISES	TIRE REPLACEMENT	8/2018	3031702	815.75
124455	99-10252	CECIL COX ENTERPRISES	FOUR TIRES	8/2018	3031430	278.12
124176	99-10560	CORE & MAIN LP	WATER PARTS	8/2018	J228187	1,460.65
124184	99-10560	CORE & MAIN LP	H1-119 & H1-44A	8/2018	J306495	412.90
124187	99-10560	CORE & MAIN LP	TOP BOLT CLAMPS	8/2018	J314879	570.00
124189	99-10560	CORE & MAIN LP	BALL CORP STOP/CLAMPS	8/2018	J320032	235.28
124192	99-10560	CORE & MAIN LP	3/4 X 500 CTS	8/2018	J329970	120.00
123919	99-10624	BRANCHCOMB ASPHALT INC	EMERGENCY ROAD REPAIR	8/2018	569	1,500.00
124283	99-28	OG&E	MONTHLY ELECTRIC	8/2018	8/22/18 124283	515.15
124457	99-3707	O'REILLY AUTOMOTIVE INC	BRAKE ROTOR	8/2018	153-123713	63.98
124463	99-3707	O'REILLY AUTOMOTIVE INC	VEHICLE MAINTENANCE	8/2018	153-124092	69.36
124464	99-3707	O'REILLY AUTOMOTIVE INC	MAP SENSOR	8/2018	153-124282	41.05
123523	99-39	WAL-MART	VARIOUS	8/2018	020698 7/20/18	56.07
123718	99-6528	UNIFIRST HOLDINGS, INC.	UNIFORMS FOR CREWS	8/2018	8241504732	14.88
124450	99-7114	MAC'S HYDRAULIC JACK SERVICE	EQUIPMENT MAINTENANCE	8/2018	35248	881.08
124459	99-7114	MAC'S HYDRAULIC JACK SERVICE	HYDRAULIC CYLINDER	8/2018	35283	659.72
123917	99-7642	McCOLLOUGH ENTERPRISES,	INC LEAK DETECTION	8/2018	45032	370.00
124186	99-8059	ACE AIR, INC.	A/C REPAIR	8/2018	99197	185.00
124466	99-8606	KAPS TOWING LLC	TOWING	8/2018	14075	94.35
123909	99-9501	C & C CONSTRUCTION LLC	CONCRETE REPAIR	8/2018	51	750.00
123914	99-9501	C & C CONSTRUCTION LLC	CONCRETE REPAIRS	8/2018	46	2,750.00
123921	99-9501	C & C CONSTRUCTION LLC	DRIVEWAY REPAIR	8/2018	48	850.00
FUND TOTAL:						12,693.34

FUND: 48 - WATER RESOURCE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
124176	99-10560	CORE & MAIN LP	WATER PARTS	8/2018	J228187	1,745.56
124189	99-10560	CORE & MAIN LP	BALL CORP STOP/CLAMPS	8/2018	J320032	419.50
122988	99-5284	OKLAHOMA CONTRACTORS SUPPLY	METER REPLACEMENT	8/2018	0350040-IN	60,175.00
123508	99-5284	OKLAHOMA CONTRACTORS SUPPLY	VARIOUS STOCK SUPPLIES	8/2018	0350081A-IN	34,500.00
FUND TOTAL:						96,840.06
FUND: 57 - E-911 FUND						SUMMARY REPORT
123453	99-133	INCOG	E-911 CHARGES	8/2018	E-001314	4,736.98
FUND TOTAL:						4,736.98
FUND: 59 - HOTEL/MOTEL TAX FUND						SUMMARY REPORT
124432	99-9644	TULSA'S FUTURE, INC. C/O	TUMEMBERSHIP DUES	8/2018	1577	5,000.00
FUND TOTAL:						5,000.00
FUND: 65 - STREET IMP.SALES TAX						SUMMARY REPORT
123702A	99-10075	DOLESE BROS CO	160 YRDS-4500 PSI CONCRET	8/2018	RM18038215	2,273.25
123713	99-10282	UNITED RENTALS (NORTH AMERIC	CONCRETE STINGER	8/2018	158803172-002	518.00
FUND TOTAL:						2,791.25
FUND: 81 - G.O. BOND SINKING FUND						SUMMARY REPORT
124429	99-9620	UMB, CORPORATE TRUST DEPT.	DEBT SERVICE PAYMENTS	8/2018	SERIE2015A 10/1/18	188,017.50
FUND TOTAL:						188,017.50
GRAND TOTAL:						544,964.55

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
8/2018	10	502-201	OFFICE SUPPLIES	29.04	
8/2018	10	503-315	FEES & OTHER CHARGES	142.00	
8/2018	10	504-302	DUES AND SUBSCRIPTIONS	55.00	
8/2018	10	506-201	OFFICE SUPPLIES	17.89	
8/2018	10	506-301E	EMPLOYEE TRAINING/RECOGNITION	87.95	
8/2018	10	506-311P	PHYSICALS	169.50	
8/2018	10	508-214	OPERATIONAL SUPPLIES	108.63	
8/2018	10	508-260	MINOR EQUIPMENT & FURNISHINGS	165.00	
8/2018	10	508-331	UTILITIES	420.23	
8/2018	10	508-341	RENTAL OF EQUIPMENT	136.95	
8/2018	10	509-311	PROFESSIONAL SERVICES	6,297.00	
8/2018	10	509-313	PRINTING	736.28	
8/2018	10	510-201	OFFICE SUPPLIES	98.94	
8/2018	10	510-311	PROFESSIONAL SERVICES	5,688.15	
8/2018	10	510-351	MAINTENANCE-EQUIPMENT	125.00	
8/2018	10	511-211	JANITORIAL SUPPLIES	108.99	
8/2018	10	511-214E	EMS SUPPLIES	220.80	
8/2018	10	511-242	PUBLIC EDUCATION MATERIAL	1,602.84	
8/2018	10	511-301	TRAINING AND TRAVEL	4,611.76	
8/2018	10	511-314	UNIFORMS	834.65	
8/2018	10	511-331	UTILITIES	3,096.94	
8/2018	10	511-351	MAINTENANCE-EQUIPMENT	512.00	
8/2018	10	511-352	MAINTENANCE-VEHICLES	125.82	
8/2018	10	511-353	MAINT-BUILDINGS & FIXTURE	106.37	
8/2018	10	512-201	OFFICE SUPPLIES	129.21	
8/2018	10	512-214	OPERATIONAL SUPPLIES	464.32	
8/2018	10	512-301	TRAINING AND TRAVEL	108.00	
8/2018	10	512-331	UTILITIES	3,045.80	
8/2018	10	512-332	COMMUNICATIONS	40.01	
8/2018	10	512-351	MAINTENANCE-EQUIPMENT	1,203.00	
8/2018	10	512-352	MAINTENANCE-VEHICLES	962.08	
8/2018	10	513-201	OFFICE SUPPLIES	54.75	
8/2018	10	513-211	JANITORIAL SUPPLIES	205.51	
8/2018	10	513-214	OPERATIONAL SUPPLIES	176.67	
8/2018	10	513-260	MINOR EQUIPMENT & FURNISHINGS	52.40	
8/2018	10	513-313	PRINTING	179.95	
8/2018	10	513-331	UTILITIES	614.79	
8/2018	10	513-353	MAINT - BUILDINGS	15.24	
8/2018	10	514-331	UTILITIES	338.15	
8/2018	10	515-301	TRAINING AND TRAVEL	85.00	
8/2018	10	515-302	DUES AND SUBSCRIPTIONS	60.00	
8/2018	10	515-311	PROFESSIONAL SERVICES	7,086.00	
8/2018	10	516-312	ADVERTISING	23.90	
8/2018	10	518-301	TRAINING & TRAVEL	339.92	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
8/2018	10	590-141	CONTRACT LABOR	40.00	
8/2018	10	590-311	PROFESSIONAL SERVICES	2,088.69	
8/2018	10	590-312	ADVERTISING	181.95	
8/2018	10	590-315	FEES & OTHER CHARGES	30.00	
8/2018	10	590-331	UTILITIES	361.35	
8/2018	10	590-332	COMMUNICATIONS	1,240.37	
8/2018	10	591-390	CONTINGENCY FOR EXP NOT BUDGET	1,485.00	46,109.79
8/2018	20	523-241	SAFETY SUPPLIES	110.94	
8/2018	20	523-311	PROFESSIONAL SERVICES	1,055.56	
8/2018	20	523-314	UNIFORM CLEANING	21.62	
8/2018	20	523-351	MAINTENANCE-EQUIPMENT	4,721.00	
8/2018	20	523-352	MAINTENANCE-VEHICLES	54.08	
8/2018	20	524-212	CHEMICALS	24,012.31	
8/2018	20	524-311	PROFESSIONAL SERVICES	2,696.00	
8/2018	20	524-314	UNIFORM CLEANING	39.48	
8/2018	20	524-315B	FEES & OTHR CHGS-SKIATOOK	3,298.00	
8/2018	20	524-322	WATER PURCHASE	1,063.53	
8/2018	20	524-331	UTILITIES	9,525.82	
8/2018	20	524-332	COMMUNICATIONS	599.80	
8/2018	20	524-345	DISPOSAL OF SLUDGE	17,000.00	
8/2018	20	524-351	MAINTENANCE-EQUIPMENT	11.95	
8/2018	20	524-352	MAINTENANCE-VEHICLE	107.43	
8/2018	20	524-405	FACILITIES	38,428.46	
8/2018	20	525-211	JANITORIAL SUPPLIES	74.50	
8/2018	20	525-212	CHEMICALS	3,059.05	
8/2018	20	525-214-.01	OPERATING SUPPLIES-LAB	926.45	
8/2018	20	525-241	SAFETY SUPPLIES	109.96	
8/2018	20	525-311	PROFESSIONAL SERVICES	1,440.00	
8/2018	20	525-314	UNIFORM CLEANING	30.60	
8/2018	20	525-331	UTILITIES	20,013.73	
8/2018	20	525-354	MAINTENANCE-FACILITIES	1,493.62	
8/2018	20	528-141	CONTRACT LABOR	5,000.00	
8/2018	20	528-311D	PROFESSIONAL SERV - TESTING	20.00	
8/2018	20	528-311E	PROF SERV - INDUSTRY TESTING	1,655.00	
8/2018	20	590-331	UTILITIES	361.35	
8/2018	20	590-503	NOTE PAYMENTS	966.42	
8/2018	20	591-141	CONTRACT LABOR	40.00	
8/2018	20	591-311	PROFESSIONAL SERVICES	2,088.69	140,025.35
8/2018	29	529-101	SALARIES	4,614.00	
8/2018	29	529-311	PROFESSIONAL SVCS-ENGINEERING	1,000.00	
8/2018	29	529-331	UTILITIES	204.62	
8/2018	29	529-351	MAINTENANCE-EQUIPMENT	3.98	
8/2018	29	529-354	MAINTENANCE-FACILITIES	119.50	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
					5,942.10
8/2018	30	530-221	FUEL & OIL	297.85	
8/2018	30	530-260	MINOR EQUIPMENT & FURNISHINGS	158.00	
8/2018	30	530-331	UTILITIES	347.64	
8/2018	30	530-351	MAINTENANCE-EQUIPMENT	34.86	838.35
8/2018	31	531-141	CONTRACT LABOR	4,705.63	
8/2018	31	531-231	MINOR TOOLS	513.99	
8/2018	31	531-241	SAFETY SUPPLIES	240.35	
8/2018	31	531-314	UNIFORM CLEANING	15.84	
8/2018	31	531-331	UTILITIES	364.66	5,840.47
8/2018	32	532-142	PERMIT SALES COMMISSION	38.00	
8/2018	32	532-331	UTILITIES	1,054.39	1,092.39
8/2018	33	533-213	CONCESSION SUPPLY	1,614.07	
8/2018	33	533-312	ADVERTISING	33.00	
8/2018	33	533-314	UNIFORM CLEANING	19.72	
8/2018	33	533-331	UTILITIES	968.04	2,634.83
8/2018	34	534-201	OFFICE SUPPLIES	2,914.91	
8/2018	34	534-331	UTILITIES	2,306.76	
8/2018	34	534-353	MAINT/BUILDINGS	231.55	5,453.22
8/2018	35	535-141	CONTRACT LABOR	345.00	
8/2018	35	535-201	OFFICE SUPPLIES	19.65	
8/2018	35	535-243	RECREATIONAL SUPPLIES	265.00	
8/2018	35	535-302	DUES AND SUBSCRIPTIONS	225.00	
8/2018	35	535-314	UNIFORM CLEANING	14.88	
8/2018	35	535-331	UTILITIES	4,318.36	
8/2018	35	535-332	COMMUNICATIONS	14.23	
8/2018	35	535-351	MAINTENANCE-EQUIPMENT	527.81	
8/2018	35	535-353	MAINT-BUILDINGS/FIXTURES	117.37	5,847.30
8/2018	36	536-213	CONCESSION SUPPLIES	1,351.72	
8/2018	36	536-241	SAFETY SUPPLIES	33.92	
8/2018	36	536-244	EMPLOYEE MOTIVATIONAL SUPPLIES	121.79	
8/2018	36	536-331	UTILITIES	1,627.12	3,134.55
8/2018	40	540-311	PROFESSIONAL SERVICES	8,406.50	8,406.50
8/2018	41	541-401	EQUIPMENT	4,357.79	4,357.79
8/2018	44	544-331	UTILITIES	1,485.85	
8/2018	44	544-351	MAINTENANCE-EQUIPMENT	2,307.68	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
8/2018	44	544-354	MAINTENANCE-FACILITIES	425.49	4,219.02
8/2018	45	590-402	FURNITURE	983.76	983.76
8/2018	46	1699	INVENTORY PURCHASED	648.18	
8/2018	46	546-241	SAFETY SUPPLIES	44.70	
8/2018	46	546-314	UNIFORM CLEANING	14.88	
8/2018	46	546-331	UTILITIES	515.15	
8/2018	46	546-351	MAINTENANCE-EQUIPMENT	1,552.17	
8/2018	46	546-352	MAINTENANCE-VEHICLES	1,362.61	
8/2018	46	546-353	MAINTENANCE-BUILDINGS	185.00	
8/2018	46	546-354	MAINTENANCE-FACILITIES	8,370.65	12,693.34
8/2018	48	1699	INVENTORY PURCHASED	36,665.06	
8/2018	48	548-405	FACILITIES	60,175.00	96,840.06
8/2018	57	557-315-.01	FEES & OTHER CHARGES-WIRELESS	4,736.98	4,736.98
8/2018	59	559-302	DUES AND SUBSCRIPTION	5,000.00	5,000.00
8/2018	65	565-405B	FACILITIES-CONTRACT	2,791.25	2,791.25
8/2018	81	581-501I	G.O. BOND INTEREST	38,017.50	
8/2018	81	581-501P	G.O. BOND PRINCIPAL	150,000.00	188,017.50
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		544,964.55
			REPORT TOTAL:		544,964.55



Consent Agenda 7.B.

City Council Regular

Meeting Date: September 4, 2018

Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving Prepaid Claims in the amount of \$22,954.10.

Attachments

Prepaid Claims 9-4-18

Prepaid Claims for Agenda 9/04/18
Submitted by: Amber Fisher A/P

City:

AT&T for phone and internet service at Sahoma Bait Shop.

Wright Express for fuel & oil to all departments.

SMA:

Total Amount \$22,954.10



AGENDA ITEM

Consent Agenda 7.C.

City Council Regular

Meeting Date: September 4, 2018

Submitted By: Martha Stalker, Library Director

Department: Library

Presented By: Sapulpa Public Library

SUBJECT:

Consider approving a contract to accept the 2018 Edge Technology Grant from the Oklahoma Department of Libraries in the amount of \$2,875.00.

BACKGROUND:

Issued by the Oklahoma Department of Libraries, this Edge Technology Grant will provide Sapulpa Public Library with an A.W.E. children's afterschool computer for children ages 6 - 12 years of age. It will be loaded with educational games on it and operates without connecting to the Internet.

RECOMMENDATION:

Recommendation is for City Council to consent to the signature needed for both the contract of the 2018 Edge Technology Grant and also the LSTA Terms and Conditions Agreement.

Fiscal Impact

Amount: \$2,875.00

To be paid from: Library Fund

Account number: 34-534-290

Attachments

Contract

LSTA Terms and Conditions Agreement

CONTRACT—2018 Edge Technology Grant

THIS CONTRACT made and entered into this 3rd day of August, 2018, by and between the Oklahoma Department of Libraries, hereinafter referred to as the Department, and Bartlett-Carnegie Public Library, hereinafter referred to as the Sub-Recipient.

WHEREAS, the Department has agreed to fund in full the requested amount of **Two Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$2,875.00)**. This award was based on your submitted Edge application which included specific quotes for the requested equipment and supplies. To receive this grant, the Sub-Recipient has completed an Edge Assessment no earlier than May 10, 2016; has completed and/or updated the Edge Action Plan no earlier than November 20, 2017; and has demonstrated the need on their Action Plan for the requested grant equipment or has explained the need for newer, more, and/or better equipment in the following categories (Edge benchmarks in parentheses):

- eReader/tablet (1.1 & 1.2)
- scanner (9.4)
- wireless printer (9.4)
- assistive technology (11.1)
- children's digital learning games and equipment (3.3).

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Project Actions:

The Sub-Recipient agrees to:

- a. purchase with the funds provided only the requested equipment and supplies on the grant application;
- b. adhere to the **LSTA Terms and Conditions**;
- c. publicize the grant award and related projects to its local funders and community;
- d. include the Institute of Museum and Library Services logo on all print information;
- e. have signed contracts and conflict of interest forms for all vendors paid with grant funds;
- f. maintain related statistics, and copies of all related invoices and print information.

2. Project Funds:

- a. The Department will provide the Sub-Recipient the sum of **Two Thousand Eight Hundred Seventy-Five Dollars and Zero Cents (\$2,875.00)** to purchase only the requested equipment and supplies on their submitted grant application.
 - b. Expenditures for this project must conform to the approved budget, to applicable State laws and regulations, to Institute of Museum and Library Services (IMLS) regulations, and the conditions of this contract.
 - c. The Department must approve any deviation from the proposed budget in excess of \$100.
 - d. The Sub-Recipient shall expend all funds received under this contract by **September 28, 2018**.
 - e. The Sub-Recipient will send proof of expenditures by **October 12, 2018** via email attachments or fax to the Department.
 - f. Any funds remaining after **September 28, 2018** shall be returned to the Department within thirty (30) days.
 - g. The Sub-Recipient will keep separate accounting records of grant funds and retain such records for a period of five (5) years (August 3, 2018 – August 3, 2023). Such records relating to this contract shall be accessible and available for examination by persons authorized by the Department or its designated examiners.
 - h. The Sub-Recipient assures that expenditures under this contract shall be included in its next regular financial review or audit.
 - i. Evidence of failure to comply with the above policies shall result in a hold being placed on all pending grant awards and payments from the Department until compliance can be assured.
3. **Project Reports and Records:**
- a. Status Evaluation reports must be received by **December 17, 2018** and **February 22, 2019**.
 - b. The Final Project Statistical and Outcomes Report must be received by **May 24, 2019**.
 - c. The Sub-Recipient will keep copies of all invoices paid with grant funds at the library.
 - d. The Department may monitor the Edge technology grant through review of Final Project Statistical and Outcomes Report, making site visits, assessing whether activities underway or completed are contributing toward meeting the objectives of the project, and performing any other inspections necessary to ensure that regulations applicable to the Department's contract are being met. The Sub-Recipient shall make available project records and personnel to enable the Department to monitor this project.
4. **Project Reports and Records:**
- a. The terms of this contract shall be from August 3, 2018 through May 24, 2019, with the Final Project Reports submitted on or before May 24, 2019.
 - b. If this contract is not signed by both parties within thirty days of the beginning date, it shall become null and void.
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.

Bartlett-Carnegie Public Library

Oklahoma Department of Libraries

Martha Stalker, Director

Susan C. McVey, Director

Date

Date

City Authority

Signature and Title

Print Name

Date

FOR USE BY THE OKLAHOMA DEPARTMENT OF LIBRARIES

Fund 400/18, OBSUB 2551201 is encumbered for this contract

1. Lead Officer aware of this obligation	<u>CSVH</u>	Date	<u>8-2-18</u>
2. LSTA Officer	<u>[Signature]</u>	Date	<u>8-2-18</u>
3. Business Manager	<u>[Signature]</u>	Date	<u>8-2-18</u>

LSTA TERMS AND CONDITIONS AGREEMENT

Edge Technology 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 **Bartlett-Carnegie Public Library** and the city of **Sapulpa, Oklahoma** will fulfill the grant described in the contract, which was approved by the sub-recipient's governing body. In fulfilling this grant the sub-recipient and city 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.

Children's Internet Protection Act

In order to receive technology-related LSTA federal funds, the Library must comply with CIPA in having an Internet safety policy that includes technology protection measures. The protection measures must block or filter Internet access to pictures that are: (a) obscene; (b) child pornography; or (c) harmful to minors (for computers that are accessed by minors). Before adopting this Internet safety policy, schools and libraries must provide reasonable notice and hold at least one public hearing or meeting to address the proposal.

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. Such funds are not to be used as a substitute for local funding.

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.

Equipment

Equipment secured by this grant shall be used for the purposes of the project for the duration of the project. After Federal funding terminates, equipment being used less than full time shall be made available for use in other library projects and programs.

Accounting and Record Keeping

The sub-recipient and local funding authority 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 at the library. 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

Oklahoma Department of Libraries

Sub-Recipient

Director

Date

Date

City Authority

City Authority/Title

Print Name

Date



AGENDA ITEM

Administration 10.A.

City Council Regular

Meeting Date: September 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 close-out of the South Hickory Street Storm-water Project with Cherokee Pride Construction, Inc., including approval of payment of final pay request of \$20,000.00, approval of close out documents, and establishing the applicable warranty date through June 15, 2019.

BACKGROUND:

All items of the referenced project have been completed in accordance with the contract documents and inspected and the city engineer has recommended close-out of the project. The total cost of the project was \$605,187.00, which is \$32,545.00 under original budget. Staff concurs with the recommendation to close the project, approve application for final payment to the contractor, accept the close-out documents as submitted, including contractor's claim/invoice affidavit and maintenance bond, and establish the applicable warranty date ending June 15, 2019.

RECOMMENDATION:

Staff recommends closeout of this project as stated.

Fiscal Impact

Amount: \$20,000.00

To be paid from: Stormwater Management Fund

Account number: 29-529-405B

Attachments

Application for Payment

Lien Release

Maintenance Bond

To: City of Sapulpa

Project: South Hickory Street

Application No: Final

Distribution to:

From: Cherokee Pride Construction Inc.
PO Box 28
Sapulpa, OK 74067

App. Date: February 27, 2017

Period to: February 27, 2017

Project Nos:

Contract Date:

- OWNER
- CONSTRUCTION MGR.
- ARCHITECT
- CONTRACTOR
- OTHER

Contract For: Construction

Engineer:

APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, G703, is attached.

1. ORIGINAL CONTRACT SUM 637,732.00
2. Net Change By Change Orders -32,545.00
3. CONTRACT SUM TO DATE 605,187.00
4. TOTAL COMPLETED AND STORED TO DATE 605,187.00
5. RETAINAGE:
 - a. 05% of Completed Work 0.00
 - b. of Stored Material 0.00
- TOTAL RETAINAGE 0.00
6. TOTAL EARNED LESS RETAINAGE 605,187.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT 585,187.00
8. CURRENT PAYMENT DUE 20,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approval this Month	15,350.00	47,895.00
TOTALS	15,350.00	47,895.00
NET CHANGES by Change Order		-32,545.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Cherokee Pride Construction Inc.

By: [Signature] Date: August 30, 2016

Harlan Yocham
State of: Oklahoma County of: Creek

Subscribed and sworn before me this 30th day of August, 2016

Harlan Yocham personally appeared before me, the undersigned notary public, and provided satisfactory evidence of identification to be the person who signed this document in my presence and swore or affirmed to me that the contents of this document are true and accurate to the best of his/her knowledge and belief.

Notary Public: [Signature] My Commission expires September 13, 2020

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation sheet that are changed to conform to the amount certified.)

ENGINEER [Signature] Date: 8/23/2016

By: [Signature] Date: 8/23/2016

CAUTION: You should use an original document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

G703 UNIT PRICING

PROJECT: South Hickory Street

Cherokee Pride Construction Inc.

Page 1 of 8

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: Final

APPLICATION DATE: February 27, 2017

PERIOD TO: February 27, 2017

PROJECT NUMBER:

Use Column I on Contracts where variable retainage for line items may apply.

A Item #	B Description of Work	Unit Cost Unit Type	Scheduled Value	D Work Completed		E This Period	F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	H %	I Balance to Finish	Retainage
				From Previous Application(s)							
1	CLEARING AND GRUBBING	2,000.00 LSUM	Amt Qty 2,000.00 1.00	2,000.00 1.00				2,000.00 1.00	100.00	0.00 0.00	0.00
2	UNCLASSIFIED EXCAVATION	10.00 CY	Amt Qty 3,420.00 342.00	3,420.00 342.00				3,420.00 342.00	100.00	0.00 0.00	0.00
3	TEMPORARY SILT DIKE	5.00 LF	Amt Qty								
4	SOLID SLAB SODDING	3.00 SY	Amt Qty 2,337.00 779.00	2,337.00 779.00				2,337.00 779.00	100.00	0.00 0.00	0.00
5	AGGREGATE BASE TYPE A	36.00 CY	Amt Qty 55,476.00 1,541.00	55,476.00 1,541.00				55,476.00 1,541.00	100.00	0.00 0.00	0.00
6	SUBGRADE, METHOD B	2.00 SY	Amt Qty 4,294.00 2,147.00	4,294.00 2,147.00				4,294.00 2,147.00	100.00	0.00 0.00	0.00
7	SEPARATOR FABRIC	1.00 SY	Amt Qty 2,372.00 2,372.00	2,372.00 2,372.00				2,372.00 2,372.00	100.00	0.00 0.00	0.00
8	7" P.C. CONCRETE PAVEMENT PLACEMENT	30.00 SY	Amt Qty 61,020.00 2,034.00	61,020.00 2,034.00				61,020.00 2,034.00	100.00	0.00 0.00	0.00
9	7" P.C. CONCRETE FOR PAVEMENT	100.00 CY	Amt Qty 39,600.00 396.00	39,600.00 396.00				39,600.00 396.00	100.00	0.00 0.00	0.00
10	CLSM BACKFILL	67.00 CY	Amt Qty								
11	CONCRETE CURB (6" BARRIER-INTEGRAL)	18.00 LF	Amt Qty 10,962.00 609.00	10,962.00 609.00				10,962.00 609.00	100.00	0.00 0.00	0.00
PAGE 1 TOTAL:			181,481.00	181,481.00				181,481.00	100.00	0.00	0.00

A=Line Item Number B=Brief Item Description C=Total Value of Item D=Total of D and E From Previous Application(s) (If Any) E=Total Work Completed For This Application
 F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G
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G703 UNIT PRICING

PROJECT: South Hickory Street

Cherokee Pride Construction Inc.

Page 2 of 8

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: Final

APPLICATION DATE: February 27, 2017

PERIOD TO: February 27, 2017

Use Column I on Contracts where variable retainage for line items may apply.

PROJECT NUMBER:

A Item #	B Description of Work	Unit Cost Unit Type	C Scheduled Value	D Work Completed		E This Period	F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	H %	I Balance to Finish	Retainage
				From Previous Application(s)							
12	4" CONCRETE SIDEWALK	49.00 SY	Amt Qty 21,707.00 443.00	21,707.00	443.00			21,707.00 443.00	100.00	0.00 0.00	0.00
13	6" CONCRETE DRIVEWAY	55.00 SY	Amt Qty 26,290.00 478.00	26,290.00	478.00			26,290.00 478.00	100.00	0.00 0.00	0.00
14	66" R.C. PIPE CLASS IV	260.00 LF	Amt Qty 122,460.00 471.00	122,460.00	471.00			122,460.00 471.00	100.00	0.00 0.00	0.00
15	(SP) 18" CORRUGATED POLYPROPYLENE PIPE	30.00 LF	Amt Qty 2,520.00 84.00	2,520.00	84.00			2,520.00 84.00	100.00	0.00 0.00	0.00
16	(SP) 24" CORRUGATED POLYPROPYLENE PIPE	75.00 LF	Amt Qty 1,950.00 26.00	600.00	8.00	1,350.00 18.00		1,950.00 26.00	100.00	0.00 0.00	0.00
17	STANDARD BEDDING MATERIAL, CLASS A	35.00 CY	Amt Qty 29,890.00 854.00	29,890.00	854.00			29,890.00 854.00	100.00	0.00 0.00	0.00
18	TRENCH EXCAVATION	5.00 CY	Amt Qty 8,085.00 1,617.00	8,085.00	1,617.00			8,085.00 1,617.00	100.00	0.00 0.00	0.00
19	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	2,500.00 LSUM	Amt Qty 2,500.00 1.00	2,500.00	1.00			2,500.00 1.00	100.00	0.00 0.00	0.00
20	REMOVAL OF FENCE	10.00 LF	Amt Qty 330.00 33.00	330.00	33.00			330.00 33.00	100.00	0.00 0.00	0.00
21	REMOVAL OF ASPHALT PAVEMENT	6.00 SY	Amt Qty 12,468.00 2,078.00	12,468.00	2,078.00			12,468.00 2,078.00	100.00	0.00 0.00	0.00
22	REMOVAL OF CONCRETE DRIVEWAY	6.00 SY	Amt Qty 2,076.00 346.00	2,076.00	346.00			2,076.00 346.00	100.00	0.00 0.00	0.00
PAGE 2 TOTAL:			230,276.00	228,926.00	1,350.00			230,276.00	100.00	0.00	0.00

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F=Materials Purchased and Stored for Project G=Total of All Work Completed and Materials Stored for Project H=Remaining Balance of Amount to Finish I=Amount Withheld from G

G703 UNIT PRICING

PROJECT: South Hickory Street

Cherokee Pride Construction Inc.

Page 3 of 8

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APPLICATION NUMBER: Final

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APPLICATION DATE: February 27, 2017

PERIOD TO: February 27, 2017

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				From Previous Application(s)							
23	REMOVAL OF ASPHALT DRIVEWAY	6.00 SY	Amt 192.00 Qty 32.00	192.00	32.00			192.00 32.00	100.00	0.00 0.00	0.00
24	REMOVAL OF GRAVEL DRIVEWAY	6.00 SY	Amt 156.00 Qty 26.00	156.00	26.00			156.00 26.00	100.00	0.00 0.00	0.00
25	REMOVAL OF CURB	5.00 LF	Amt 3,735.00 Qty 747.00	3,735.00	747.00			3,735.00 747.00	100.00	0.00 0.00	0.00
26	REMOVAL OF SIDEWALK	6.00 SY	Amt 1,188.00 Qty 198.00	1,188.00	198.00			1,188.00 198.00	100.00	0.00 0.00	0.00
27	MOBILIZATION	12,000.00 LSUM	Amt 12,000.00 Qty 1.00	12,000.00	1.00			12,000.00 1.00	100.00	0.00 0.00	0.00
28	CONSTRUCTION STAKING LEVEL 1	2,500.00 LSUM	Amt 2,500.00 Qty 1.00	2,500.00	1.00			2,500.00 1.00	100.00	0.00 0.00	0.00
29	JUNCTION BOX COMP. IN PLACE JNC-1	10,000.00 EA	Amt 10,000.00 Qty 1.00	10,000.00	1.00			10,000.00 1.00	100.00	0.00 0.00	0.00
30	JUNCTION BOX COMP. IN PLACE JNC-2	8,000.00 EA	Amt 8,000.00 Qty 1.00	8,000.00	1.00			8,000.00 1.00	100.00	0.00 0.00	0.00
31	JUNCTION BOX COMP. IN PLACE JNC-3	8,000.00 EA	Amt 8,000.00 Qty 1.00	8,000.00	1.00			8,000.00 1.00	100.00	0.00 0.00	0.00
32	JUNCTION BOX COMP. IN PLACE JNC-4	8,000.00 EA	Amt 8,000.00 Qty 1.00	8,000.00	1.00			8,000.00 1.00	100.00	0.00 0.00	0.00
33	JUNCTION BOX COMP. IN PLACE JNC-5	8,000.00 EA	Amt 8,000.00 Qty 1.00	8,000.00	1.00			8,000.00 1.00	100.00	0.00 0.00	0.00
PAGE 3 TOTAL:			61,771.00	61,771.00				61,771.00	100.00	0.00	0.00

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G703 UNIT PRICING

PROJECT: South Hickory Street

Cherokee Pride Construction Inc.

Page 4 of 8

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				From Previous Application(s)	Period						
34	PIPE RAIL FENCE	30.00 LF	870.00 29.00			870.00 29.00		870.00 29.00	100.00	0.00 0.00	0.00
35	RECESSED CURB INLET, COMPLETE IN PLACE	3,000.00 EA	21,000.00 7.00	21,000.00 7.00				21,000.00 7.00	100.00	0.00 0.00	0.00
36	TRAFFIC CONTROL MEASURES	500.00 LS	500.00 1.00	500.00 1.00				500.00 1.00	100.00	0.00 0.00	0.00
37	REPAIR ONG SERVICE LINES	500.00 AL	500.00 1.00	500.00 1.00				500.00 1.00	100.00	0.00 0.00	0.00
38	URBAN RIGHT-OF-WAY RESTORATION	2,500.00 EA	2,500.00 1.00	1,250.00 0.50	1,250.00 0.50			2,500.00 1.00	100.00	0.00 0.00	0.00
39	CLEARING AND GRUBBING	1,000.00 LSUM	1,000.00 1.00	1,000.00 1.00				1,000.00 1.00	100.00	0.00 0.00	0.00
40	SOLID SLAB SODDING	6.00 SY	252.00 42.00		252.00 42.00			252.00 42.00	100.00	0.00 0.00	0.00
41	AGGREGATE BASE TYPE A	40.00 CY	1,080.00 27.00	1,080.00 27.00				1,080.00 27.00	100.00	0.00 0.00	0.00
42	BORE & JACK 20" STEEL CASING	200.00 LF	17,800.00 89.00	15,800.00 79.00	2,000.00 10.00			17,800.00 89.00	100.00	0.00 0.00	0.00
43	8" PVC PIPE COMPLETE IN PLACE	35.00 LF	15,155.00 433.00	15,155.00 433.00				15,155.00 433.00	100.00	0.00 0.00	0.00
44	6" PVC PIPE COMPLETE IN PLACE	50.00 LF	750.00 15.00	750.00 15.00				750.00 15.00	100.00	0.00 0.00	0.00
PAGE 4 TOTAL:			60,907.00	56,535.00	4,372.00			60,907.00	100.00	0.00	0.00

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G703 UNIT PRICING

PROJECT: South Hickory Street

Cherokee Pride Construction Inc.

Page 5 of 8

Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: Final

APPLICATION DATE: February 27, 2017

PERIOD TO: February 27, 2017

Use Column I on Contracts where variable retainage for line items may apply.

PROJECT NUMBER:

A Item #	B Description of Work	Unit Cost Unit Type	C Scheduled Value	D Work Completed		E This Period	F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	H %	I Balance to Finish	Retainage
				From Previous Application(s)							
45	6" DIP COMPLETE IN PLACE	40.00 LF	1,800.00 45.00	1,800.00 45.00				1,800.00 45.00	100.00 100.00	0.00 0.00	0.00 0.00
46	8" DIP COMPLETE IN PLACE	60.00 LF	11,940.00 199.00	11,940.00 199.00				11,940.00 199.00	100.00 100.00	0.00 0.00	0.00 0.00
47	6" GATE VALVE	900.00 EA	2,700.00 3.00	2,700.00 3.00				2,700.00 3.00	100.00 100.00	0.00 0.00	0.00 0.00
48	8" GATE VALVE	1,700.00 EA	5,100.00 3.00	5,100.00 3.00				5,100.00 3.00	100.00 100.00	0.00 0.00	0.00 0.00
49	FIRE HYDRANTS	2,800.00 EA	8,400.00 3.00	8,400.00 3.00				8,400.00 3.00	100.00 100.00	0.00 0.00	0.00 0.00
50	SERVICE CONNECTION (SHORT)	300.00 EA	1,200.00 4.00	1,200.00 4.00				1,200.00 4.00	100.00 100.00	0.00 0.00	0.00 0.00
51	SERVICE CONNECTION (LONG)	600.00 EA	4,800.00 8.00	4,800.00 8.00				4,800.00 8.00	100.00 100.00	0.00 0.00	0.00 0.00
52	6" 22 1/2 DEGREE FITTING	300.00 EA	1,200.00 4.00	1,200.00 4.00				1,200.00 4.00	100.00 100.00	0.00 0.00	0.00 0.00
53	8" 45 DEGREE DEGREE FITTING	400.00 EA	2,800.00 7.00	1,600.00 4.00	1,200.00 3.00			2,800.00 7.00	100.00 100.00	0.00 0.00	0.00 0.00
54	8" X 6" REDUCER	400.00 EA	400.00 1.00	400.00 1.00				400.00 1.00	100.00 100.00	0.00 0.00	0.00 0.00
55	6X6X6 TEE	250.00 EA	250.00 1.00	250.00 1.00				250.00 1.00	100.00 100.00	0.00 0.00	0.00 0.00
PAGE 5 TOTAL:			40,590.00	39,390.00	1,200.00			40,590.00	100.00	0.00	0.00

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G703 UNIT PRICING

PROJECT: South Hickory Street

Cherokee Pride Construction Inc.

Page 6 of 8

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APPLICATION NUMBER: Final

APPLICATION DATE: February 27, 2017

PERIOD TO: February 27, 2017

PROJECT NUMBER:

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A Item #	B Description of Work	Unit Cost Unit Type	Scheduled Value	D Work Completed		F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	H % Balance to Finish	I Retainage
				From Previous Application(s)	This Period				
56	6X6X8 TEE	250.00 EA	250.00 1.00	250.00 1.00			250.00 1.00	100.00	0.00 0.00
57	8X8X6 TEE	250.00 EA	500.00 2.00	500.00 2.00			500.00 2.00	100.00	0.00 0.00
58	6" DUCTILE IRON PIPE COUPLING	200.00 EA	1,000.00 5.00	1,000.00 5.00			1,000.00 5.00	100.00	0.00 0.00
59	3/4" TYPE "K" COPPER TUBING	5.00 LF	2,500.00 500.00	2,500.00 500.00			2,500.00 500.00	100.00	0.00 0.00
60	3/4" METER CAN W/RIM AND LID	100.00 EA	1,200.00 12.00	800.00 8.00	400.00 4.00		1,200.00 12.00	100.00	0.00 0.00
61	3/4" METER SETTER	150.00 EA	1,800.00 12.00	1,800.00 12.00			1,800.00 12.00	100.00	0.00 0.00
62	3/4" CORPORATION STOP	40.00 EA	480.00 12.00	480.00 12.00			480.00 12.00	100.00	0.00 0.00
63	3/4" 3-PART UNION	40.00 EA	480.00 12.00	480.00 12.00			480.00 12.00	100.00	0.00 0.00
64	8" X 3/4" SADDLE	70.00 EA	840.00 12.00	840.00 12.00			840.00 12.00	100.00	0.00 0.00
65	EXCAVATION UN- CLASSIFIED & BACKFILL	10.00 CY	2,650.00 265.00	2,650.00 265.00			2,650.00 265.00	100.00	0.00 0.00
66	CONCRETE PATCH	60.00 SY	840.00 14.00	840.00 14.00			840.00 14.00	100.00	0.00 0.00
PAGE 6 TOTAL:			12,540.00	11,300.00	1,240.00		12,540.00	100.00	0.00

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G703 UNIT PRICING

PROJECT: South Hickory Street

Cherokee Pride Construction Inc.

Page 7 of 8

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APPLICATION NUMBER: Final

APPLICATION DATE: February 27, 2017

PERIOD TO: February 27, 2017

Use Column I on Contracts where variable retainage for line items may apply.

PROJECT NUMBER:

A Item #	B Description of Work	Unit Cost Unit Type	Scheduled Value	D Work Completed		F Materials Stored & Used Prior + Current	G Total Completed and Stored To Date	H %	I Balance to Finish	Retainage
				From Previous Application(s)	This Period					
67	SOLID SLAB SODDING	6.00 SY	198.00 33.00		198.00 33.00		198.00 33.00	100.00	0.00 0.00	0.00
68	AGGREGATE BASE TYPE A	36.00 CY	6,624.00 184.00	6,624.00 184.00			6,624.00 184.00	100.00	0.00 0.00	0.00
69	MANHOLE (4' DIAMETER)	1,500.00 EA								
70	ADD'L DEPTH IIN MANHOLE (4' DIAMETER)	100.00 VF								
71	8" DUCTILE IRON PIPE	100.00 LF								
72	20" STEEL CASING	100.00 LF								
73	EXCAVATION UN- CLASSIFIED & BACKFILL	10.00 CY								
74	ASPHALT DRIVEWAY PATCH	100.00 SY								
75	GRAVEL DRIVEWAY PATCH	10.00 SY								
76	CONCRETE PATCH	60.00 SY								
77	8" DIP RJ	40.00 LF	3,200.00 80.00		3,200.00 80.00		3,200.00 80.00	100.00	0.00 0.00	0.00
PAGE 7 TOTAL:			10,022.00	6,624.00	3,398.00		10,022.00	100.00	0.00	0.00

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G703 UNIT PRICING

PROJECT: South Hickory Street

Cherokee Pride Construction Inc.

Page 8 of 8

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APPLICATION DATE: February 27, 2017

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PERIOD TO: February 27, 2017

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				From Previous Application(s)	This Period					
78	Concrete Encasement	30.00 LF	Amt 2,400.00 Qty 80.00	2,400.00 80.00	2,400.00 80.00		2,400.00 80.00	100.00 100.00	0.00 0.00	0.00
79	Connect Existing Storm to New	5,200.00 LS	Amt 5,200.00 Qty 1.00	5,200.00 1.00	5,200.00 1.00		5,200.00 1.00	100.00 100.00	0.00 0.00	0.00
PAGE 8 TOTAL:			7,600.00	7,600.00	7,600.00		7,600.00	100.00	0.00	0.00
GRAND TOTAL:			605,187.00	586,027.00	19,160.00		605,187.00	100.00	0.00	0.00

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CLAIM OR INVOICE AFFIDAVIT

STATE OF Oklahoma)
COUNTY OF Creek) SS.

The undersigned Contractor, of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the work and materials as shown by this invoice or claim have been completed in accordance with the Plans, Specifications, order or requests furnished to the affiant. Affiant further states the (s)he has made no payment, nor given, or donated or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of the State, County, City or Authority of money or any other thing of value to obtain payment or the award of this contract.

Cherokee Pride Construction, Inc.
Contractor [Signature]

Subscribed and sworn to before me 16th day of March, 2018.

Tiffany Jackson
Notary Public

My Commission Expires:
9/13/20



**MAINTENANCE
BOND**

Hudson Insurance Company
100 William Street, 5th Floor, New York, NY 10038

Bond No.: HICSW-10-A217-0161

KNOWN ALL BY THESE PRESENTS: That we Cherokee Pride Construction, Inc.,
as Principal, and Hudson Insurance Company, a corporation
organized and existing under the Laws of the State of Delaware, as Surety, are held
and firmly bound unto City of Sapulpa, as Obligee, in the
total sum of Ten Thousand Dollars and No Cents
U.S. Dollars (10,000.00) for the payment whereof said Principal and Surety bind
themselves, jointly and severally, as provided herein.

WHEREAS, the Principal entered into a contract with the Obligee dated _____ for
Pole Cat Creek - Bore
_____ ("Work").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal
shall maintain and remedy said Work free from defects in materials and workmanship for a
period of Two (2) year(s) commencing on 06-15-2017 (the
"Maintenance Period"), then this obligation shall be void; otherwise it shall remain in full force
and effect.

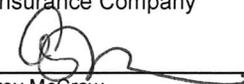
PROVIDED, HOWEVER, that any suit under this bond shall be commenced no later than one
(1) year from the expiration date of the Maintenance Period; provided, however, that if this
limitation is prohibited by any law controlling the construction hereof, such limitation shall be
deemed to be amended so as to be equal to the minimum period of limitation permitted by
such law, and said period of limitation shall be deemed to have accrued and shall commence
to run on the expiration date of the Maintenance Period.

SIGNED this 15th day of June, 2017.

Cherokee Pride Construction, Inc.

By: _____


Hudson Insurance Company

By: _____


Audrey McCraw

, Attorney-in-Fact



HICSW-10-A217-0161

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Amy Lambert, Barry Herring, Carla Carter, Nancy M. Hansen, Pam Slaton, Shannon Diane Nicholas, Vicky Lee Jarvis, Audrey McCraw of the State of Oklahoma

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, on this 2nd day of February, 2017 at New York, New York.



Attest: Dina Daskalakis Corporate Secretary

HUDSON INSURANCE COMPANY

By: Christopher T. Suarez Executive Vice President

STATE OF NEW YORK COUNTY OF NEW YORK. SS.

On the 2nd day of February, 2017 before me personally came Christopher T. Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY Notary Public, State of New York No. 01MU6067553 Qualified in Nassau County Commission Expires December 10, 2017

STATE OF NEW YORK COUNTY OF NEW YORK

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 15th day of June, 2017



By: Dina Daskalakis, Corporate Secretary



AGENDA ITEM

Administration 10.B.

City Council Regular

Meeting Date: September 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 Addendum No. 3 to Maintenance Agreement with SignalTek for maintenance of traffic signal intersections and school zone signs in the amount of \$725.00 per month.

BACKGROUND:

This Addendum is a renewal of the Maintenance Agreement with SignalTek and includes maintenance for a total of 20 Signalized Intersection Lights, 4 Flashing Signals, and 2 School Zone Signs and reflects all recent changes to signalized intersections. Please see attachment for more detailed information.

RECOMMENDATION:

Staff recommends Council approve Addendum No. 3 and authorize Mayor to execute same.

Fiscal Impact

Amount: \$8,700.00

To be paid from: Major Thoroughfare Fund

Account number: 44-544-354

Attachments

Addendum 3 to Agreement



ADDENDUM No. 3
to
MAINTENANCE AGREEMENT
FOR
TRAFFIC SIGNAL INTERSECTIONS AND SCHOOL ZONE SIGNS

SignalTek, Inc. does hereby agree to provide the **City of Sapulpa** with the Addendum to the Maintenance Agreement for the following additional signalized intersections, flashing signals, and/or school zones signs:

East/West Streets	North/South Streets	Description
1. 81	SH66	Signalized Intersection
2. Creek Turnpike	US66	Signalized Intersection
3. Dewey	Main	Signalized Intersection
4. Dewey	Mission	Signalized Intersection
5. Dewey	Park	Signalized Intersection
6. Haskell	Mission	Signalized Intersection
7. Hobson	Main	Signalized Intersection
8. Hy66	117	Signalized Intersection
9. Hy66	96 West	Signalized Intersection

10. Hy66	Frankoma Rd	Signalized Intersection
11. Lee	Main	Signalized Intersection
12. Lincoln	Mission	Signalized Intersection
13. Line	Mission	Signalized Intersection
14. Taft	Hickory	Signalized Intersection
15. Taft	Main	Signalized Intersection
16. Taft	Mission	Signalized Intersection
17. Hwy 66	Firestation	Signalized Intersection
18. Line	Main (Hwy 97)	Signalized Intersection
19. Turner Turnpike	Hwy 97	Signalized Intersection
20. Bryan	Main	Signalized Intersection
21. Glass Plant	Mission	Flashing Warning Sign
22. Moman	Mission	Flashing Warning Sign
23. Jones	Mission	Flashing Warning Sign
24. Watchorn	Mission	Flashing Warning Sign
25. McLeod	Mission	School Zone Sign
26. McKinley	Mission	School Zone Sign
27. Lee	Birch WB	School Zone Sign-REMOVE
28. Lee	Oak EB	School Zone Sign-REMOVE

29. Dewey	Linden	Signalized Intersection-REMOVE
30. Lee	Park	Signalized Intersection-REMOVE
31. McKinley	Main	Signalized Intersection-REMOVE

City of Sapulpa agrees to pay the additional sum of \$30.00 per signalized intersection, \$25.00 per flashing signal, and \$12.50 per school zone sign (\$25.00/pair) per month, for the total monthly amount of **\$725.00**.

This agreement includes maintenance for a total of **20 Signalized Intersection, 4 Flashing Signals, and 2 School Zone Signs. For the new monthly total amount of \$725.00.**

- **For your convenience, we have included a copy of the existing Maintenance Agreement.**

THIS AGREEMENT, made this 22 day of August, 2018, by and between, **The City of Sapulpa**, located at PO Box 1130, Sapulpa, OK 74066 phone (918) 224-3040 and **SignalTek, Inc.**, located at 1502 W. 37th Place, Tulsa, OK 74107. Phone 918-583-4335, or 918-584-3636.

_____ Date _____
 Larry N. Butler, President
SignalTek, Inc.

_____ Date _____
 Authorized Representative
City of Sapulpa



AGENDA ITEM

Administration 10.C.

City Council Regular

Meeting Date: September 4, 2018

Submitted By: Becky McGinnis, HR Director

Department: Human Resources

Presented By: Becky McGinnis

SUBJECT:

Discussion and possible action regarding a Service Agreement with Institute for Building Technology and Safety (IBTS) for interim building inspection services.

BACKGROUND:

INCOG has entered into a Master agreement with IBTS to assist member cities in finding building inspection (and other) services that may be needed in case of vacancy or other reason. To provide backup inspection services which may be needed during the current vacancy in our inspection department, an interim contract with IBTS is the proposed whereby IBTS will provide the inspection services as needed on a per call basis, with either a day rate or per inspection fee rate as requested. The agreement is terminable without cause upon 30 days notice.

* Agreement to be provided at meeting.

RECOMMENDATION:

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

Fiscal Impact

Amount: unknown

To be paid from: Contract labor

Account number: 10-517-141



AGENDA ITEM

Administration 10.D.

City Council Regular

Meeting Date: September 4, 2018
Submitted For: David Widdoes, City Attorney
Submitted By: Amy Hoehner, Legal Assistant
Department: Legal
Presented By: David Widdoes

SUBJECT:

Discussion and possible action regarding an Ordinance of the City of Sapulpa, Oklahoma, Amending the Sapulpa City Code, Appendix B, Court Fines, Costs, Fees, and Bond Amounts; Providing for an Effective Date; 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; and Declaring an Emergency.

BACKGROUND:

On August 30, 2018, the Municipal Court of the City of Sapulpa revised the bond amounts for certain code violations. Action by the Council is required to recognize and ratify these changes to Appendix B of the City Code.

RECOMMENDATION:

Staff recommends approval of the Ordinance and authorization for the Mayor to execute the same.

Attachments

Ordinance

ORDINANCE NUMBER _____

AN ORDINANCE OF THE CITY OF SAPULPA, OKLAHOMA, AMENDING THE SAPULPA CITY CODE, APPENDIX B, COURT FINES, COSTS, FEES, AND BOND AMOUNTS; PROVIDING FOR AN EFFECTIVE DATE; 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; AND DECLARING AN EMERGENCY.

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

Section 1. The Sapulpa City Code, Appendix B, is amended to read in its entirety as follows:

“COURT FINES, COSTS, FEES, AND BOND AMOUNTS

The following fines, costs, and bond amounts are hereby established by the Municipal Court of the City, effective August 30, 2018.

<u>CODE OFFENSE</u>	<u>FINE</u>	<u>COURT COST</u>	<u>CITY-STATE FEE</u>	<u>BOND</u>
Allow/Encourage Minor Commit Offense:	\$250.00	\$35.00	\$30.00	\$315.00
Assault & Battery:	\$500.00	\$35.00	\$30.00	\$565.00
Assault on Police Officer:	\$750.00	\$35.00	\$30.00	\$815.00
Commit Crime in Presence of Minor:	\$250.00	\$35.00	\$30.00	\$315.00
Contribute to Delinquency:	\$500.00	\$35.00	\$30.00	\$565.00
Cruelty to Animals:	\$500.00	\$35.00	\$30.00	\$565.00
Destruction of Private/City Property:	\$250.00	\$35.00	\$30.00	\$315.00
Disorderly Conduct:	\$250.00	\$35.00	\$30.00	\$315.00
Eluding/Attempt to Elude:	\$500.00	\$35.00	\$30.00	\$565.00
Escape/Attempt to Escape:	\$500.00	\$35.00	\$30.00	\$565.00
Failure to Appear:	\$500.00	\$35.00	\$30.00	\$565.00
Failure to Control Minor:	\$250.00	\$35.00	\$30.00	\$315.00
Furnishing Minor with Tobacco:	\$250.00	\$35.00	\$30.00	\$315.00
Furnishing Minor with Beer/Alcohol:	\$500.00	\$35.00	\$30.00	\$565.00

Gambling Offenses:	\$500.00	\$35.00	\$30.00	\$565.00
Gasoline Theft:	\$250.00	\$35.00	\$30.00	\$315.00
Harboring Vicious Animal:	\$500.00	\$35.00	\$30.00	\$565.00
Indecent Exposure:	\$500.00	\$35.00	\$30.00	\$565.00
Interfering with Police Officer:	\$500.00	\$35.00	\$30.00	\$565.00
Library Warrants:	\$50.00	\$35.00	\$0.00	\$85.00
Liquor Offenses (after hours):	\$250.00	\$35.00	\$30.00	\$315.00
Possession of CDS:	\$500.00	\$35.00	\$30.00	\$565.00
Minor in Poss. Beer/Alcohol:	\$250.00	\$35.00	\$30.00	\$315.00
Parent Allowing Curfew Offense:	\$250.00	\$35.00	\$30.00	\$315.00
Permit Crime/Disorder by Minor:	\$250.00	\$35.00	\$30.00	\$315.00
Petit Larceny:	\$500.00	\$35.00	\$30.00	\$565.00
Poss Firearm on Person:	\$500.00	\$35.00	\$30.00	\$565.00
Possession Drug Paraphernalia:	\$250.00	\$35.00	\$30.00	\$315.00
Possession of Marijuana:	\$400.00	\$35.00	\$35.00	\$470.00
Refuse Compel School Attendance:	\$350.00	\$35.00	\$30.00	\$415.00
Resisting Arrest:	\$500.00	\$35.00	\$30.00	\$565.00
Selling Beer to a Minor:	\$500.00	\$35.00	\$30.00	\$565.00
Unlawful Carry Weapon (other than firearm in vehicle):	\$500.00	\$35.00	\$30.00	\$565.00
Vicious Dog:	\$500.00	\$35.00	\$30.00	\$565.00

<u>TRAFFIC OFFENSE</u>	<u>FINE</u>	<u>COURT COST</u>	<u>CITY- STATE FEE</u>	<u>BOND</u>
Careless Driving:	\$350.00	\$35.00	\$30.00	\$415.00
Improper Transport of Firearm:	\$70.00	\$35.00	\$30.00	\$135.00
DUS 1st Offense:	\$200.00	\$35.00	\$30.00	\$265.00
DUS 2nd Offense:	\$350.00	\$35.00	\$30.00	\$415.00
DUS 3rd or More:	\$500.00	\$35.00	\$30.00	\$565.00
DUR 1st Offense:	\$350.00	\$35.00	\$30.00	\$415.00
DUR 2nd or More:	\$500.00	\$35.00	\$30.00	\$565.00
Eluding/Attempt to Elude Police:	\$500.00	\$35.00	\$30.00	\$565.00
Failure to Restrain Child:	\$50.00	\$35.00	\$30.00	\$115.00

Failure to use Seatbelt:	\$5.00	\$15.00	\$0.00	\$20.00
Failure to Yield (no collision):	\$50.00	\$35.00	\$30.00	\$115.00
Failure to Yield (collision):	\$250.00	\$35.00	\$30.00	\$315.00
FTY Emerg. Vehicle (no collision):	\$100.00	\$35.00	\$30.00	\$165.00
FTY Emerg. Vehicle (collision):	\$500.00	\$35.00	\$30.00	\$565.00
Improper Follow Emerg. Vehicle:	\$200.00	\$35.00	\$30.00	\$265.00
Leaving Scene of Accident:	\$500.00	\$35.00	\$30.00	\$565.00
No Insurance 1st Offense:	\$200.00	\$35.00	\$30.00	\$265.00
No Insurance 2nd Offense:	\$350.00	\$35.00	\$30.00	\$415.00
No Insurance 3rd or More Offense:	\$500.00	\$35.00	\$30.00	\$565.00
No DL Issued:	\$200.00	\$35.00	\$30.00	\$265.00
Violation Of DL Restriction:	\$100.00	\$35.00	\$30.00	\$165.00
Passing Loading/Unloading School bus:	\$100.00	\$35.00	\$30.00	\$165.00
Passing in School Zone:	\$250.00	\$35.00	\$30.00	\$315.00
Reckless Driving:	\$500.00	\$35.00	\$30.00	\$565.00
Texting While Driving:	\$100.00	\$35.00	\$30.00	\$165.00
T.O.C. Beer/Alcohol:	\$500.00	\$35.00	\$30.00	\$565.00
Speeding offenses:				
1-10 over	\$50.00	\$35.00	\$30.00	\$115.00
11-15 over	\$100.00	\$35.00	\$30.00	\$165.00
16-20 over	\$150.00	\$35.00	\$30.00	\$215.00
21 plus over	\$200.00	\$35.00	\$30.00	\$265.00
Speeding in School Zone:				
1-10 over	\$100.00	\$35.00	\$30.00	\$165.00
11 over plus	\$200.00	\$35.00	\$30.00	\$265.00
Speeding in Construction Zone:				
1-10 over	\$100.00	\$35.00	\$30.00	\$165.00
11 over plus	\$200.00	\$35.00	\$30.00	\$265.00

Traffic Control Device offenses:

Stop sign (no collision):	\$50.00	\$35.00	\$30.00	\$115.00
Stop sign with collision:	\$200.00	\$35.00	\$30.00	\$265.00
Other device (no collision):	\$100.00	\$35.00	\$30.00	\$165.00
Any device with collision:	\$250.00	\$35.00	\$30.00	\$315.00

Parking Violations:

Parking in Handicapped Space:	\$100.00	\$35.00	\$0.00	\$135.00
Parking in Fire Lane/Zone:	\$100.00	\$35.00	\$0.00	\$135.00
Other violation:	\$20.00	\$35.00	\$0.00	\$55.00

Other city offenses not listed:	\$200.00	\$35.00	\$30.00	\$265.00
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Vehicle Offenses:

Defective Vehicle:	\$35.00	\$35.00	\$30.00	\$100.00
Expired Tag (60 days or less):	\$50.00	\$35.00	\$30.00	\$115.00
Expired Tag (120 days or less):	\$100.00	\$35.00	\$30.00	\$165.00
Expired Tag (121 days plus):	\$200.00	\$35.00	\$30.00	\$265.00

Fail Pay Taxes (60 days or less):	\$50.00	\$35.00	\$30.00	\$115.00
Fail Pay Taxes (120 days or less):	\$100.00	\$35.00	\$30.00	\$165.00
Fail Pay Taxes (121 days plus):	\$200.00	\$35.00	\$30.00	\$265.00
Improper Tag (60 days or less):	\$50.00	\$35.00	\$30.00	\$115.00
Improper Tag (120 days or less):	\$100.00	\$35.00	\$30.00	\$165.00
Improper Tag (121 days plus):	\$200.00	\$35.00	\$30.00	\$265.00

Code Enforcement Offenses:

High Grass, Junk, Trash (1st offense):	\$50.00	\$35.00	\$30.00	\$115.00
High Grass, Junk, Trash (2nd offense):	\$100.00	\$35.00	\$30.00	\$165.00
High Grass, Junk, Trash (3rd or more):	\$200.00	\$35.00	\$30.00	\$265.00
Sign violation:	\$100.00	\$35.00	\$30.00	\$165.00
Other code violation:	\$200.00	\$35.00	\$30.00	\$265.00

Any other offense not listed:	\$200.00	\$35.00	\$30.00	\$265.00"
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Section 2. All ordinances, or parts of ordinances, in conflict with this ordinance are repealed to the extent of conflict only.

Section 3. If any part or parts of this ordinance are held invalid or ineffective, the remaining portion shall not be affected but remain in full force and effect.

Section 4. 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 separately voted on.

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: September 4, 2018
Submitted For: David Widdoes, City Attorney
Submitted By: Amy Hoehner, Legal Assistant
Department: Legal
Presented By: David Widdoes

SUBJECT:

Discussion and Possible Action Regarding an Ordinance of the City of Sapulpa, Oklahoma, Amending the Sapulpa City Code Article (Part) 3, Alcoholic Beverages by Repealing Chapters 1, 2, and 3 and Replacing Same with New Chapters 1 and 2; Providing for Definitions; Occupational Tax and License Requirements; Certificates of Compliance, Administration and Issuance; Providing General Prohibitions; Social Host and Minor Prohibitions; and Penalty; and Amending the Master Fee Schedule to the Sapulpa City Code, Appendix A, by Repealing and Replacing Section 3.3-102; Providing for a Rate of Fees for Occupational Taxes and Licenses; Providing for an Effective Date; and Providing for Repealer and Severability.

BACKGROUND:

Several sweeping changes to the state's Alcoholic Beverage Control Act will become effective on October 1, 2018, including the elimination of low-point beer. Accordingly, revision of the City Code is required to account for and accommodate these mandatory changes in state law. The proposed ordinance makes those necessary changes with an effective date of October 1, 2018.

RECOMMENDATION:

Staff recommends approval of the Ordinance and authorization for the Mayor to execute the same.

Attachments

Ordinance

ORDINANCE NUMBER _____

AN ORDINANCE OF THE CITY OF SAPULPA, OKLAHOMA, AMENDING THE SAPULPA CITY CODE ARTICLE (PART) 3, ALCOHOLIC BEVERAGES BY REPEALING CHAPTERS 1, 2, AND 3 AND REPLACING SAME WITH NEW CHAPTERS 1 AND 2; PROVIDING FOR DEFINITIONS; OCCUPATIONAL TAX AND LICENSE REQUIREMENTS; CERTIFICATES OF COMPLIANCE, ADMINISTRATION AND ISSUANCE; PROVIDING GENERAL PROHIBITIONS; SOCIAL HOST AND MINOR PROHIBITIONS; AND PENALTY; AND AMENDING THE MASTER FEE SCHEDULE TO THE SAPULPA CITY CODE, APPENDIX A, BY REPEALING AND REPLACING SECTION 3.3-102; PROVIDING FOR A RATE OF FEES FOR OCCUPATIONAL TAXES AND LICENSES; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR REPEALER AND SEVERABILITY.

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

Section 1. The Sapulpa City Code, Article 3, Part 3, “Alcoholic Beverages” Chapters 1, 2 and 3, is hereby repealed, amended, revised, and replaced, to read in its new entirety, as follows:

“Alcoholic Beverages

PART 3

CHAPTER 1

ALCOHOLIC BEVERAGES

- Section 3-101 Definitions.
- Section 3-102 Occupational tax levy.
- Section 3-103 Application for license, conditions.
- Section 3-104 Application for certificate of compliance, conditions.
- Section 3-105 General prohibitions.

SECTION 3-101 DEFINITIONS.

All terms and definitions set forth in 37A O.S. Section 1-103 of the Oklahoma Alcoholic Beverage Control Act are incorporated by reference as if set fully forth in its entirety herein. For the purpose of Part 3 of the Code, each word, term, and phrase shall have the same meaning as provided in Section 1-103 of Title 37A and shall be construed in conformity as the word, term, and/or phrase is used in the Oklahoma Alcoholic Beverage Control Act as amended.

SECTION 3-102

OCCUPATIONAL TAX LEVY.

- A. There is hereby levied and assessed an annual occupational tax on every business or occupation relating to alcoholic beverages pursuant to the provisions of Section 4-104 of Title 37A of the Oklahoma Statutes in the amount set forth in the *Master Fee Schedule*. Notwithstanding any other provision of this Chapter, the occupational tax for those service organizations which are exempt under Section 501(c)(19), (8), or (10) of the Internal Revenue Code shall be Five Hundred Dollars (\$500.00) as provided in Section 2-101(C)(1) of Title 37A of the Oklahoma Statutes.
- B. The occupational tax shall be paid in advance annually, on or before April 1, to the City Clerk, who shall issue a receipt therefor. The tax shall be prorated on a monthly basis for the year in which an occupation begins operations.
- C. Upon payment of the occupational tax, the City Clerk shall issue a receipt, signed by the City Clerk, to the state licensee paying such occupational tax. The City Clerk shall also record the name of the licensee and the address where the licensee engages in his occupation. Such record shall be duly filed and kept in the permanent files of the City for at least five (5) years.
- D. Any state licensee shall post its tax receipt in a conspicuous place on the premises wherein the occupation is conducted.
- E. The occupational tax shall cover only the person paying the tax and no other of a successor thereof, and shall not be refundable.
- F. The City Clerk shall make and transmit to the ABLE Commission an annual report showing the number and class of licenses subject to the tax and the amount of money received therefrom.
- G. All sums due from any person by reason of occupational taxes imposed by this chapter and all penalties accruing from such person by reason of failure to pay such tax shall be recoverable at the suit of the City, brought against such person in any court of competent jurisdiction. In any suit, in addition to the tax and penalties, the plaintiff shall recover interest, at the rate of ten percent (10%) per annum, upon all sums due by way of tax and penalty from the date of accrual thereof, and all costs of collection, judicial or otherwise, including reasonable attorney's fees, all to be determined by the court. Prosecution for an offense against the City, arising out of the failure to pay a tax levied by this chapter, regardless of the outcome thereof or its continued pendency, shall not constitute a defense or bar in any manner to the collection of the tax and penalties, if any are due, as herein provided.

State Law Reference: Cities may levy occupation tax not to exceed state fee, 37A O.S. § 4-104; state license fee amounts, 37A O.S. § 2-101.

SECTION 3-103

APPLICATION FOR LICENSE, CONDITIONS.

- A. Every person required to pay an occupational tax shall make application to the City Clerk on forms to be provided setting forth the location of the business, the names of all persons with any ownership interest in the business, together with their

addresses; and other pertinent information; if a corporation, the application shall include the names of the president and managing officer.

B. No licensee shall be issued a license without satisfactory showing that the applicant has:

1. Satisfied the conditions of this chapter;
2. Obtained all applicable state and county permits or licenses, including permits required from the Oklahoma Tax Commission; and
3. Paid the tax or taxes as required herein.

C. No license shall be issued or valid unless the applicant licensee meets the requirements of the City's zoning ordinances and regulations.

SECTION 3-104

CERTIFICATES OF COMPLIANCE, CONDITIONS.

A. Every applicant for an original license from pursuant to the Oklahoma Alcoholic Beverage Control Act shall apply for a certificate of compliance with the zoning, fire, health, and safety codes of the City as required by Title 37A of the Oklahoma Statutes, by making application for such certificate at the office of the City Clerk by:

1. Filing a written application on forms prescribed by that office; and
2. Paying a verification and certification fee at the time of filing in the amount as set in the *Master Fee Schedule*.
3. Upon receipt of an application for a certificate of compliance, the City Clerk shall cause an investigation to be made to determine whether the premises proposed for licensed operations comply with the provisions of the zoning ordinance and any health, fire, building, or other safety codes applicable to it.

B. The application for certificate shall be reviewed and approved by the following City departments:

1. The applicant's proposed location and use thereof must comply with all municipal zoning ordinances, verified by the Director of Urban Development, or his/her designee.
2. The applicant's proposed site and structure must comply with all building codes as required by the Code of the City of Sapulpa, verified by the Director of Urban Development, or his/her designee.
3. The applicant's proposed site, structure, and location must comply with all Fire Code requirements required by the Code of the City of Sapulpa, verified by the Fire Marshal for the City of Sapulpa or his designee.
4. The applicant's proposed location and use thereof must comply with all provisions regarding food service requirements as required by the Code of the City of Sapulpa, verified by the Creek County Health Department Inspector or his designee.

C. Upon finding that the premises of an applicant for a certificate is in compliance with all applicable zoning, fire, safety, and health codes/ordinances, a certificate of zoning compliance shall be issued to the ABLE commission.

D. Such applications shall be acted upon within twenty (20) days of receipt thereof, and if approved, the certificate of compliance shall be signed by the City Manager or duly designated representative.

SECTION 3-105

GENERAL PROHIBITIONS.

A. No person shall own or operate a brewpub, retail spirits store, package store, mixed beverage establishment, bottle club, or produce, manufacture, distribute, rectify, distill, bottle, or sell (either retail or wholesale) any beer, spirits, wine, mixed beverages, or other alcoholic beverage, without having previously paid the applicable occupational tax and/or license fee provided for in this chapter and first obtaining all required license(s) issued by the ABLE Commission and the City.

B. No person shall act as a brewer, distiller, winemaker, retailer, wholesaler, rectifier, retailer, mixed beverage, beer and wine, caterer, public event or special event licensee, bottle club, manufacturer, wine and spirits wholesaler, or beer distributor, or otherwise sell, serve, mix, dispense, or allow consumption of beer, wine, spirits, mixed beverages, or other alcoholic beverages without having previously paid the applicable occupational tax and/or license fee provided for in this chapter and first obtaining all required license(s) issued by the ABLE Commission and the City.

C. No brewery or brewpub to which the brewery or brewpub occupational tax is applicable, nor any agent, servant, or employee of such establishment, shall sell, dispense, serve, or allow to be consumed any beer on the premises between the hours of 2:00 a.m. and 8:00 a.m.

D. No establishment to which the mixed beverage or on premises beer and wine occupational tax is applicable, nor any agent, servant or employee of such establishment, shall sell, dispense, serve or allow to be consumed any mixed beverages, beer, or wine on the premises between the hours of 2:00 a.m. and 8:00 a.m.

E. Retail spirits stores will be permitted to remain open and operational from 8:00 a.m. through midnight.

F. A retail wine or retail beer establishment may offer wine or beer for retail sale on Monday through Sunday between the hours of 6:00 a.m. and 2:00 a.m. the following day.

G. No person shall employ any person under eighteen (18) years of age in the selling of beer or wine or employ any person under twenty-one (21) years of age in the selling of spirits, provided that: (i) a mixed beverage, beer and wine, caterer, public event, special event, bottle club, retail wine or retail beer licensee may employ servers or sales clerks who are at least eighteen (18) years of age, except persons under twenty-one (21) years of age may not serve in designated bar or lounge areas, and (ii) a mixed beverage, beer and wine, caterer, public event, special event or bottle club licensee may employ or hire musical bands who have musicians who are under eighteen (18) years of age if each such musician is either accompanied by a parent or legal guardian or has on their person, to be made available for inspection upon demand by any employee of the ABLE Commission

or law enforcement officer, a written, notarized affidavit from the parent or legal guardian giving the underage musician permission to perform in designated bar or lounge areas.

H. No wholesale dealer in alcoholic beverages shall sell or deliver to any retail spirits store any alcoholic beverages on Sundays, New Year's Day, Fourth of July, Thanksgiving Day, or Christmas Day.

I. No person shall erect or maintain any sign designating a retail spirits store unless they comply with the City of Sapulpa Sign Code, codified in Chapter 9 of the Zoning Code of the City of Sapulpa, Oklahoma.

J. Except as otherwise provided by state law, no person shall sell, deliver, furnish, or give any alcoholic beverage to any person under the age of twenty-one (21) years.

K. No licensee shall permit any person under twenty-one (21) years of age to enter, remain within, or be about the premises of a retail package store or mixed beverage establishment, except as otherwise may be provided by state law.

L. No person under twenty-one (21) years of age shall enter, remain within or be about the premises of a retail package store or mixed beverage establishment, except as otherwise may be provided by state law.

M. No person shall knowingly transport alcoholic beverages in any vehicle upon any public highway, street, or alley unless in the original container which is unopened, the seal unbroken, and the original cap in place. This subsection (M) shall not apply if the opened container is in the rear trunk or compartment or the spare tire compartment in a vehicle commonly known as a station wagon or panel truck, or in any outside compartment which is inaccessible to the driver or any passenger while the vehicle is in motion.

N. No person shall purchase any alcoholic beverage at retail or wholesale from any person other than a dealer licensed by the ABLE Commission.

O. Except as otherwise permitted in this chapter, no person shall drink any alcoholic beverage in public except on the premises of a licensee who is authorized to sell or serve alcoholic beverages by the individual drink or be intoxicated in a public place.

P. No person shall open a container of intoxicating beverages or consume alcoholic beverages on the premises of a retail package store.

Q. No licensee shall give any alcoholic beverage as a prize, premium or consideration for any lottery, game of chance or skill or any type of competition.

R. No licensee shall allow any person on the premises where nonintoxicating or alcoholic beverages are sold or dispensed for consumption on the premises of the licensee where such person is unclothed or in such attire, costume or clothing as to expose to view any portion of the breast below the top of the areola or any portion of the pubic area, buttocks or genitalia or permit any person to perform acts of, or acts which simulate sexual acts, or permit any person to use artificial devices or inanimate objects to depict any lewd activities, or permit the showing of films, still pictures, electronic reproduction or other visual reproduction depicting any of the prohibited acts in this paragraph.

S. No person within the City shall drink intoxicating beverage in any public place, unless authorized by the Alcoholic Control Beverage Act, nor shall any person be intoxicated in a public place within the City.

T. No person shall misrepresent his age either orally or in writing or by presenting false or altered documentation of age for the purpose of inducing any person to sell him alcoholic beverages.

CHAPTER 2

SOCIAL HOST PROHIBITION

Section 2-201	Definitions.
Section 2-202	Consumption of Alcohol, Wine, or Beer by Minor in Public Place, Place Open to Public, or Place Not Open to Public, Prohibited.
Section 2-203	Hosting, Permitting, or Allowing a Party, Gathering, or Event Where Minors Consuming Alcoholic Beverages, Wine, or Beer Prohibited.
Section 2-204	Penalty.

SECTION 2-201 DEFINITIONS.

For purposes of this Chapter, the following definitions shall apply:

"Gathering" means a party, gathering, or event, where a group of three (3) or more persons have assembled or are assembling for a social occasion or social activity.

"Legal Guardian" means: (a) a person who, by court order, is the guardian of the person of a minor; or (b) a public or private agency with whom a minor has been placed by the court.

"Minor" means any person less than twenty-one (21) years of age.

"Parent" means a person who is a natural parent, adoptive parent, foster parent, or stepparent of another person.

"Premises" means any residence or other private property, place, or premises, including any commercial or business premises.

"Response costs" are the costs associated with responses by law enforcement, fire, and other emergency response providers to a gathering, including but not limited to: (a) salaries and benefits of law enforcement, code enforcement, fire, or other emergency response personnel for the amount of time spent responding to, remaining at, or otherwise

dealing with a gathering, and the administrative costs attributable to such response(s); (b) the cost of any medical treatment for any law enforcement, code enforcement, fire, or other emergency response personnel injured responding to, remaining at, or leaving the scene of a gathering; (c) the cost of repairing any City equipment or property damaged, and the cost of the use of any such equipment, in responding to, remaining at, or leaving the scene of a gathering; and (d) any other allowable costs related to the enforcement of this section.

SECTION 3-202

CONSUMPTION OF ALCOHOL, WINE, OR BEER BY
MINOR IN PUBLIC PLACE, PLACE OPEN TO PUBLIC, OR
PLACE NOT OPEN TO PUBLIC PROHIBITED.

Except as permitted by state law, it is unlawful for any minor to:

- A. Consume at any public place or any place open to the public any alcoholic beverage, wine, or beer; or
- B. Consume at any place not open to the public any alcoholic beverage, wine, or beer, unless in connection with the consumption of the alcoholic beverage, wine or beer, that minor is being supervised by his or her parent or legal guardian.

SECTION 3-203

HOSTING, PERMITTING, OR ALLOWING A PARTY,
GATHERING, OR EVENT WHERE MINORS CONSUMING
ALCOHOLIC BEVERAGES, WINE, OR BEER
PROHIBITED.

A. It is the duty of any person having control of any premises, who knowingly hosts, permits, or allows a gathering at said premises to take all reasonable steps to prevent the consumption of alcoholic beverages, wine, or beer by any minor at the gathering. Reasonable steps are controlling access to alcoholic beverages at the gathering; controlling the quantity of alcoholic beverages, wine, or beer present at the gathering; verifying the age of persons attending the gathering by inspecting drivers' licenses or other government-issued identification cards to ensure that minors do not consume alcoholic beverage, wine, or beer while at the gathering; and supervising the activities of minors at the gathering.

B It is unlawful for any person having control of any premises to knowingly host, permit, or allow a gathering to take place at said premises where at least one (1) minor consumes an alcoholic beverage, wine, or beer, whenever the person having control of the premises either knows a minor has consumed an alcoholic beverage, wine, or beer, or reasonably should have known that a minor consumed an alcoholic beverage, wine, or beer had the person taken all reasonable steps to prevent the consumption of an alcoholic beverage, wine, or beer by a minor as set forth in Subsection A of this section.

C. This section shall not apply to conduct involving the use of alcoholic beverages, wine, or beer that occurs exclusively between a minor and the minor's parent or legal guardian.

D. Nothing in this section shall be interpreted to prohibit any family activity held in the confines of the family home from providing the use of alcohol, wine, or beer to immediate family members within the supervision of parents and guardians. However, if a minor leaves such a family gathering intoxicated and is found in public then said providers of alcohol, wine, or beer will be held responsible in the same manner as a non-family gathering.

E. Nothing in this section should be interpreted to prohibit any religious practice which includes the use of alcohol, wine, or beer. However, if a minor leaves such a religious gathering intoxicated and is found to be in public then said providers of alcohol, wine, or beer will be held responsible in the same manner as a non-religious gathering.

SECTION 3-204

PENALTY.

Any person who shall violate the provisions of this Part, Chapters or Sections shall be deemed guilty of an offense against the City and upon conviction thereof shall be punished as provided in Section 1-108, with fine of not more than Five Hundred Dollars (\$500.00), plus all court costs and statutory penalties. Violations of this section may be prosecuted by the City of Sapulpa criminally, civilly, or through both processes. The City may seek administrative fees and response costs associated with enforcement of this section through all remedies or procedures provided by statute, ordinance, or law. This section shall not limit the authority of peace officers or private citizens to make arrests for any criminal offense arising out of conduct regulated by this section, nor shall they limit the City's ability to initiate and prosecute any criminal offense arising out of the same circumstances necessitating the application of this section.

Section 2. The Sapulpa City Code, Appendix A, Section 3, is amended by repealing and replacing Section 3.3.102 with the following:

"SECTION 3.3-102

ANNUAL OCCUPATIONAL TAXES AND LICENSE FEES.

The fees referenced in Section 3-102(A) shall be levied and collected by the City Clerk, or the Clerk's representatives, for the applicable occupational tax levies and/or license fees, prior to the issuance of any such license, permit, or the conducting of the business of serving alcoholic beverages, as indicated:

1.	Brewer	\$	1,250.00
2.	Oklahoma brewer	\$	1,005.00
3.	Distiller	\$	3,125.00

4.	Winemaker	\$	625.00
5.	Oklahoma winemaker	\$	75.00
6.	Rectifier	\$	3,125.00
7.	Wholesaler	\$	3,000.00
8.	Class B wholesaler	\$	625.00
9.	Package store retailer	\$	905.00
10.	Mixed Beverage:		
	a. initial	\$	1,005.00
	b. renewal	\$	905.00
11.	Mixed beverage/caterer	\$	1,250.00
12.	Beer and Wine On Premises:		
	a. initial	\$	500.00
	b. renewal	\$	450.00
13.	Caterer:		
	a. initial	\$	1,005.00
	b. renewal	\$	905.00
14.	Retail Spirits License	\$	905.00
15.	Retail Wine License	\$	1,000.00
16.	Retail Beer License	\$	500.00
17.	Beer Distributor	\$	750.00
18.	Special event:		
	a. annual	\$	55.00
	b. quarterly	\$	55.00
19.	Public event:		
	a. one-time	\$	255.00
	b. annual ...	\$	1,005.00
20.	Brewpub	\$	1,005.00
21.	Bottle Club:		
	a. initial	\$	1,000.00
	b. renewal	\$	905.00"

Section 3. Effective Date. The provisions of this Ordinance shall become effective and in full force and effect on October 1, 2018.

Section 4. All ordinances or parts of ordinances in conflict with this ordinance are repealed to the extent of conflict only.

Section 5. If any part or parts of this ordinance are held invalid or ineffective, the remaining portion shall not be affected but remain in full force and effect.

PASSED AND APPROVED in regular session this ____ day of _____ 2018.

Reg Green, Mayor

ATTEST:

APPROVED AS TO FORM:

Shirley Burzio, City Clerk

David R. Widdoes, City Attorney



Informational Items 12.A.

City Council Regular

Meeting Date: September 4, 2018

Submitted For: Joan Riley, City Manager

Submitted By: Amy Hoehner, Legal Assistant

SUBJECT:

City of Sapulpa named as a finalist for the Government Programs-Municipality Award in the 2018 Environmental Excellence Celebration by the Board of Directors for Keep Oklahoma Beautiful.

Attachments

Notification

BOARD OF DIRECTORS

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Director Water Quality Division
Oklahoma Conservation Commission

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Freese & Nichols, Inc.

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Forestry Services

RANDY LEWIS
Manager
Oklahoma Gas & Electric

STAFF

JEANETTE NANCE
Executive Director

AMELIA SCHOENHALS
Projects Coordinator

KATERINA VASQUEZ
Office Administrator

SHAVARA JOHNSON
Recycling Facilitator



August 23, 2018

Joan Riley
City of Sapulpa
425 E. Dewey
Sapulpa, OK 74066

Dear Joan,

CONGRATULATIONS! On behalf of the Board of Directors for Keep Oklahoma Beautiful, it is my pleasure to inform you that **the City of Sapulpa** has been named a finalist for the **Government Programs-Municipality Award** in the 2018 Environmental Excellence Celebration.

Your outstanding work will be honored at our 28th Annual Environmental Excellence Awards Celebration on **Saturday, November 30, 2018** at the Embassy Suites in Norman. Winners in each category will be announced that evening.

We hope you bring a crowd to help celebrate your achievements and participate in our raffle fundraiser that will take place that evening. Trust me - there are so many great raffle items this year that you won't want to miss out on. Come ready to play!

To RSVP: You will receive ONE complimentary seat for the evening. However, you may purchase ONE additional ticket for a guest at a discounted rate of \$50. (Individual tickets are sold for \$75). An invitation with your enclosed complimentary RSVP card will be arriving soon. Please complete the RSVP card by **November 26th**. You will receive a formal invitation in the mail soon, which will include an RSVP card.

Friends and family wishing to attend in your honor can make reservations online at www.keepoklahomabeautiful.com/purchase-eec-tickets.

As always, feel free to call our office if you have any questions regarding the banquet, your nomination or anything else KOB related.

Congratulations,

Amelia Schoenhals
Projects Coordinator
Keep Oklahoma Beautiful