

## **SAPULPA CITY COUNCIL MEETING**

CITY HALL - 425 EAST DEWEY AVENUE

COUNCIL CHAMBERS, 2ND FLOOR

7:00 P.M., MONDAY, FEBRUARY 4, 2019

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 February, 2019, in the Council Chambers, Sapulpa City Hall, 425 East Dewey Avenue, Sapulpa, Oklahoma, with the agenda for said meeting as follows:

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

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

### **- AGENDA -**

1. **CALL TO ORDER.**
2. **INVOCATION.**
3. **PLEDGE OF ALLEGIANCE.**
4. **ROLL CALL.**
5. **MINUTES.**
  - A. Consider approving the minutes of the January 22, 2019, 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 \$482,011.07.
8. **PUBLIC HEARINGS.**

9. **COMMUNITY DEVELOPMENT.**

10. **ADMINISTRATION.**

- A. Discussion and possible action regarding approval of an Agreement between LeadsOnline and the Sapulpa Police Department for an electronic reporting and criminal investigation system for collecting, receiving, and transmitting data for use by city law enforcement in the annual amount of \$3,227.00.
- B. Discussion and possible action regarding Addendum to Lease Agreement with Glass Design, Inc. for the property located at 8810 West 100th Street South, Sapulpa, Oklahoma.

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

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

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

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

14. **EXECUTIVE SESSION.**

15. **ADJOURNMENT.**

Posted this 1st day of February, 2019 at or before 5:00 p.m., at the Sapulpa City Hall, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Name: *Mikaila Stepp*

Title: *Administrative Assistant*



**AGENDA ITEM**

**City Council Regular**

**5.A.**

**Meeting Date:** February 4, 2019

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

**Department:** City Clerk

**Presented By:**

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**SUBJECT:**

Consider approving the minutes of the January 22, 2019, regular city council meeting.

**BACKGROUND:**

**RECOMMENDATION:**

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**Attachments**

minutes.01-22-2019 city

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**CITY OF SAPULPA, OKLAHOMA**  
**COUNCIL PROCEEDINGS**  
Meeting of January 22, 2019

The City Council of Sapulpa, Oklahoma, met in regular session Monday, January 22, 2019, 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  
Carla Gunn, Councilor  
Craig Henderson, Councilor  
Hugo Naifeh, Councilor

Absent: Bruce Bledsoe, City Councilor  
Wes Galloway, Councilor  
Carla Stinnett, Councilor

Staff Present: Pam Vann, City Treasurer / Finance Director; David Widdoes, City Attorney; Shirley Burzio, City Clerk

**1. INVOCATION.**

The invocation was given by Rev. Mike Peter.

**2. PLEDGE OF ALLEGIANCE.**

Mayor Reg Green led the Pledge of Allegiance.

**3. MINUTES AND CONSENT ITEMS.**

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

- A.** Approve the minutes of the January 7, 2019, regular city council meeting;
- B.** Approve claims in the amount of \$580,103.65;

- C. Approve declaring 173 water meters (assorted sizes) surplus and authorizing the City Manager to salvage at a local metal recycler.

**ROLL CALL:** AYE: Mayor Reg Green, Vice-Mayor Louis Martin, Jr., Councilor John Anderson, Councilor Marty Cummins, Councilor Carla Gunn, Councilor Craig Henderson, Councilor Hugo Naifeh

MOTION CARRIED

**4. ADMINISTRATION.**

- A. Motion was made by Councilor Hugo Naifeh, seconded by Vice-Mayor Louis Martin, to approve the contract for the purchase and sale of real estate with Guardian Capital, LLC, for 65 acres m/l located at the northwest corner of 81st street and Frankhoma Road in the amount of \$650,000.00.

**ROLL CALL:** AYE: Mayor Reg Green, Vice-Mayor Louis Martin, Jr., Councilor John Anderson, Councilor Marty Cummins, Councilor Carla Gunn, Councilor Craig Henderson, Councilor Hugo Naifeh

MOTION CARRIED

- B. Motion was made by Councilor John Anderson, seconded by Councilor Hugo Naifeh, to approve the renewal of the City of Sapulpa's employee health insurance with Community Care, Inc.

**ROLL CALL:** AYE: Mayor Reg Green, Vice-Mayor Louis Martin, Jr., Councilor John Anderson, Councilor Marty Cummins, Councilor Carla Gunn, Councilor Craig Henderson, Councilor Hugo Naifeh

MOTION CARRIED

- C. Motion was made by Councilor Hugo Naifeh, seconded by Vice-Mayor Louis Martin, to approve the adoption of an Ordinance adopting and enacting a code of ordinances of the City of Sapulpa, Oklahoma; Providing for the repeal of certain ordinances not included therein, except as hereafter provided; Providing when this ordinance shall become effective; Providing for sale and copies in the clerk's office; Providing for supplements or changes to code; and declaring an emergency. (Ordinance No. 2810)

**ROLL CALL:** AYE: Mayor Reg Green, Vice-Mayor Louis Martin, Jr., Councilor John Anderson, Councilor Marty Cummins, Councilor Carla Gunn, Councilor Craig Henderson, Councilor Hugo Naifeh

MOTION CARRIED

Motion by Vice-Mayor Louis Martin, Jr., second by Councilor Hugo Naifeh to approve the adoption of the emergency clause.

**ROLL CALL:** AYE: Mayor Reg Green, Vice-Mayor Louis Martin, Jr., Councilor John Anderson, Councilor Marty Cummins, Councilor Carla Gunn, Councilor Craig Henderson, Councilor Hugo Naifeh

MOTION CARRIED

- D. Motion was made by Councilor Craig Henderson, seconded by Vice-Mayor Louis Martin, to approve the adoption of a resolution directing filing and notification of the publication of the Sapulpa City Code. (Resolution No. 4557)

**ROLL CALL:** AYE: Mayor Reg Green, Vice-Mayor Louis Martin, Jr., Councilor John Anderson, Councilor Marty Cummins, Councilor Carla Gunn, Councilor Craig Henderson, Councilor Hugo Naifeh

MOTION CARRIED

- E. 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 Polson Apportionment Fund annual budget by increasing revenues and appropriations in the amount of \$50,000.00 to recognize additional tax revenue and appropriate the funds for project costs. (Resolution No. 4558)

**ROLL CALL:** AYE: Mayor Reg Green, Vice-Mayor Louis Martin, Jr., Councilor John Anderson, Councilor Marty Cummins, Councilor Carla Gunn, Councilor Craig Henderson, Councilor Hugo Naifeh

MOTION CARRIED

- F. Motion was made by Councilor John Anderson, seconded by Vice-Mayor Louis Martin, to approve the adoption of a Resolution of the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Authority amending the FY 2018-2019 Golf Course Fund budget by increasing revenues and appropriations in the amount of \$850.00 to recognize reimbursement revenue for the repair of a damaged golf cart. (Resolution No. 4558)

**ROLL CALL:** AYE: Mayor Reg Green, Vice-Mayor Louis Martin, Jr., Councilor John Anderson, Councilor Marty Cummins, Councilor Carla Gunn, Councilor Craig Henderson, Councilor Hugo Naifeh

MOTION CARRIED

- G. Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Craig Henderson, 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 Grants and Aid Fund in the amount of \$113,001.00 and by re-appropriating funds from the General Fund Fire Department budget to a transfer out to the Grants and Aid Fund in the amount of \$11,300.00 to recognize grant revenue from the Federal Emergency Management Agency (FEMA) for training. (Resolution No. 4560)

**ROLL CALL:** AYE: Mayor Reg Green, Vice-Mayor Louis Martin, Jr., Councilor John Anderson, Councilor Marty Cummins, Councilor Carla Gunn, Councilor Craig Henderson, Councilor Hugo Naifeh

MOTION CARRIED

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

- A. A summary report from the Code Enforcement Officer regarding three Administrative Orders issued on June 27, 2018, regarding property located at 16767 W Highway 66 was presented for review and discussion. There was no action taken by the council.

6. **PUBLIC COMMENTS.**

Ms. Lottie Wilds, Sapulpa News, requested an update on the construction of the animal shelter.

7. **ADJOURNMENT.**

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

**ROLL CALL:** AYE: Mayor Reg Green, Vice-Mayor Louis Martin, Jr.,  
Councilor John Anderson, Councilor Marty Cummins,  
Councilor Carla Gunn, Councilor Craig Henderson,  
Councilor Hugo Naifeh

MOTION CARRIED

\_\_\_\_\_  
Mayor

Attest:

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





**Consent Agenda 7.A.**

**City Council Regular**

**Meeting Date:** February 4, 2019

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

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**SUBJECT:**

Consider approving Claims in the amount of \$482,011.07.

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**Attachments**

Claims List 2-4-19

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FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
125440	99-10159	LAWRENCE COUNTY NEWSPAPERS,	PUBLISH ORD & RESOLUTION	1/2019	19760	318.20
124368	99-10160	MERRIFIELD OFFICE SOLUTIONS	JANITORIAL SUPPLIES	1/2019	0162811-001	54.55
125107	99-10160	MERRIFIELD OFFICE SOLUTIONS	BUSINESS CARDS	1/2019	0161694-001	25.00
125347	99-10160	MERRIFIELD OFFICE SOLUTIONS	CITY LOGO'D ENVELOPES	1/2019	0161325-001	250.00
125508	99-10160	MERRIFIELD OFFICE SOLUTIONS	OFFICE SUPPLIES	1/2019	0162869-001	255.82
125803	99-10160	MERRIFIELD OFFICE SOLUTIONS	JANITORIAL SUPPLIES	1/2019	0163326-001	34.99
125571	99-10325	CARDIAC SCIENCE CORPORATION	4 PAIR ADULT DEFIB PADS	1/2019	7345371	220.80
125572	99-10325	CARDIAC SCIENCE CORPORATION	4 PAIR DEFIB PADS	1/2019	7345186	163.20
125802	99-10325	CARDIAC SCIENCE CORPORATION	DEFIB ELECTRODE PADS	1/2019	7345781	220.80
125376	99-10355	CIRCLE C CONSULTING LLC	4 CASES OF GLOVES	1/2019	2073	247.60
125431	99-10488	ADMIRAL EXPRESS LLC	OFFICE SUPPLIES	1/2019	2009765-0	117.52
125437	99-10488	ADMIRAL EXPRESS LLC	OFFICE SUPPLIES	1/2019	2010339-0	109.51
125651	99-10488	ADMIRAL EXPRESS LLC	JANITORIAL SUPPLIES	1/2019	2008836-0	226.87
125653	99-10488	ADMIRAL EXPRESS LLC	TEN KEY	1/2019	2009959-0	136.86
123486	99-10525	HIPOWER SYSTEMS OKLAHOMA	LLANN SERVICE ON GENERATORS	1/2019	2019-003	1,313.00
124792	99-10574	RCZIPP LLC dba BILLY SIMS	BSTUDY SESSION DINNER	1/2019	1/7/19 124792	66.25
124493	99-10733	MECHANICAL SERVICE COMPANY	TWO A/C UNITS	1/2019	62177	17,248.63
122310	99-10768	ERICKSTEN, NICK	REIMBURSEMENT	1/2019	1/23-25/19 122310	317.65
123986	99-141	LOCKE SUPPLY CO.	BUILDING MAINTENANCE	1/2019	36325979-00	74.48
125806	99-141	LOCKE SUPPLY CO.	AIR FILTERS, BALLESTS,	1/2019	36354248-00	111.72
125073	99-1850	AMERICAN HERITAGE BANK	SAFE DEPOSIT BOX RENTAL	1/2019	2482 2/2-2/2/20	75.00
125434	99-265	RABY PLUMBING, INC.	REPAIR LEAKING TOILETS	1/2019	25350	81.00
125074	99-28	OG&E	ELECTRIC/JANUARY 2019	1/2019	1/23/19 125074	4,564.64
125547	99-3707	O'REILLY AUTOMOTIVE INC	FUEL PUMP	1/2019	153-149378	121.13
125549	99-3707	O'REILLY AUTOMOTIVE INC	WIPER BLADES/FILTERS	1/2019	153-149482	37.87
125826	99-3707	O'REILLY AUTOMOTIVE INC	SPARK PLUGS, FILTER	1/2019	153-149558	67.85
124445	99-3760	HILBORNE & WEIDMAN, PC	POST COMPLIANCE HEARING	1/2019	2018 12/12/18 CITY	3,500.00
123266	99-3822	TYLER TECHNOLOGIES, INC	ONLINE CREDIT CARD FEES	1/2019	025-248524	125.00
125438	99-3822	TYLER TECHNOLOGIES, INC	COURT SOFTWARE MODULE	1/2019	025-244941	7,841.99
124761	99-39	WAL-MART	CASCADE, DAWN, BLEACH	1/2019	018668 12/18/18	109.95
123966A	99-4047	SHOW, INC.	LAWN CLEAN-UP	1/2019	19766	40.00
124485	99-4047	SHOW, INC.	TRASH CLEAN UP	1/2019	19767	20.00
125254	99-4463	INTEGRIS HEALTH INC dba	INTEMPLOYMENT PHYSICAL	1/2019	2018-24742	475.00
123584	99-4661	NEAL & JEAN'S FLOWERS & GIFS	SYMPATHY FLOWERS	1/2019	026383	201.00
125557	99-5120	T & W TIRE	FOUR TIRES	1/2019	1080012740	666.56
125258	99-5388	OFFICE DEPOT 25022426	OFFICE SUPPLIES	1/2019	258429041001	90.24
124685	99-5391	ANIMAL CARE EQUIP & SERVICE	GLOVES & CONTROL VALVE	1/2019	68762	24.95
125497	99-6290	ROBERT CLAYTON JONES	MMPI FOR NEW HIRE	1/2019	1/11/19 E MUDD	150.00
123697	99-6457	CRAWFORD & ASSOCIATES, PC	CONSULT/ADVISE SERIES	1/2019	12195	6,435.00
125509	99-6465	WIDDOES, DAVID	REIMBURSEMENTS	1/2019	1/29/19 125509	86.74
124110	99-6477	WEST PUBLISHING CORPORATION	WESTLAW SUBSCRIPTION	1/2019	839519127	549.26
125056	99-6554	PITNEY BOWES INC	POSTAGE FOR MACHINE	1/2019	21749890 1/24/19	1,000.00
123447	99-6575	STATE OF OKLAHOMA	OLETS MONTHLY FEE	1/2019	21-1901924	350.00
125552	99-6628	CDW GOVERNMENT, INC.	CABLE, GRAPHICS CARD	1/2019	QQC4666	55.16
125500	99-6668	SAPULPA ABSTRACT AND TITLE	ABSTRACT	1/2019	153602	950.00
125109	99-6671	SAPULPA AREA CHAMBER OF COM	LEADERSHIP CLASS 2019	1/2019	1/22/19 N ERICKSTE	200.00
125506	99-6671	SAPULPA AREA CHAMBER OF COM	CREEK CO LEADERSHIP	1/2019	1/22/19 A HOEHNER	200.00
125570	99-7044	SAPULPA DRIVE IN PHARMACY	ILANCETS	1/2019	124347	21.90
124794	99-7070	MO' PIZZA RESTAURANTS, LLC	STUDY SESSION MEAL	1/2019	122193	140.00
122311	99-7203	OKLAHOMA CODE ENFORCEMENT	ACODE ENFORCEMENT CLASS	1/2019	N ERICKSTEN 122311	200.00

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
125163	99-7558	WALKER COMPANIES INC	NOTORY/MIKAILA	1/2019	M STEPP 1/18/19	92.50
125602	99-7719	MID-WEST PRINTING COMPANY	A/P ENVELOPES	1/2019	55707	230.00
123209	99-7868	WESTLAKE HARDWARE INC	MISC NUTS/BOLTS/FASTENERS	1/2019	8139163	23.39
125272	99-8016	NORTHERN SAFETY COMPANY	INTHREE HELMETS	1/2019	903289232	769.87
125396	99-8016	NORTHERN SAFETY COMPANY	IN1 BLACK HELMET	1/2019	903293201	263.01
125567	99-8016	NORTHERN SAFETY COMPANY	IN15 NOMEX HOODS	1/2019	903282672	497.55
125165	99-8054	INTERNATIONAL CITY COUNTY	MICMA MEMBERSHIP	1/2019	523304 RILEY 2019	1,080.00
124690	99-8069	OKLAHOMA BOARD OF TEST/ALCOINTOXILYZER	RENEWALS	1/2019	8158	228.00
124902	99-8216	HILAND DAIRY FOODS CO.LLC	MILK FOR PRISONERS	1/2019	9060760	61.50
125592	99-8386	WIGGS, TERRY	MICROPHONE REPLACEMNT	1/2019	1/22/19 125592	115.00
125561	99-8457	AIR CLEANING TECHNOLOGIES,	REPAIR TORN HOSE	1/2019	32581	213.83
125540	99-8539	CROW BURLNGAME COMPANY	BATTERY	1/2019	106-15938	103.02
125546	99-8539	CROW BURLNGAME COMPANY	BATTERY	1/2019	106-16321	128.52
125587	99-8555	YORK ELECTRONIC SYSTEMS,	INFIRE PANEL REPAIRS	1/2019	67560	1,197.50
123242	99-8817	DE LAGE LANDEN PUBLIC FINANCOPIER	CONTRACT	1/2019	62297631	150.00
125439	99-9086	EMCO TERMITE & PEST CONTROL	TERMITE MONITORING	1/2019	23444 3/19/19	125.00
125564	99-9294	AFFORDABLE PRECISION GLASS,	LEFT SIDE WINDSHIELD	1/2019	042687	240.00
124810A	99-9382	OFFICE EXPRESS JANITORIAL	SJANITORIAL SERVICES	1/2019	0219 CITY	1,167.50
123491	99-9666	OKLAHOMA KENWORTH dba MHC	KCODE/DIAGNOSIS-ALL ENGINE	1/2019	R00483700197266	2,845.50
125560	99-9702	HAHN APPLIANCE CENTER, INC.	CLEANER & FILTERS	1/2019	1478060	364.89
125541	99-9756	BOB MOORE OF TULSA, LLC	ROCKER ARM	1/2019	92815T	6.18
125825	99-9756	BOB MOORE OF TULSA, LLC	OIL FILTER HOUSING	1/2019	92908T	204.10
123456	99-9859	VERIZON WIRELESS SERVICES	LMOBILE BROADBAND	1/2019	9821926580	40.01
125820	99-9876	WOOD, JOSH MARK	MEAL TICKET/FLIGHT REIM	1/2019	1/30/19 (3/9-16/19)	741.19
FUND TOTAL:						60,781.75

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

125320	99-10074	CONTROL SYSTEM SOLUTIONS	LLTRBLE SHOOT EWON ERROR	1/2019	19004	230.00
123940	99-10154	HAWKINS, INC	DE-WATER POLYMER	1/2019	4433316	3,059.05
125002	99-10160	MERRIFIELD OFFICE SOLUTIONS	OFFICE SUPPLIES	1/2019	0162677-001	84.90
125544	99-10252	CECIL COX ENTERPRISES	TIRES	1/2019	3038076	138.66
125301	99-10282	UNITED RENTALS (NORTH AMERI	6" PUMP RENTAL	1/2019	163331840-003	3,110.62
122992	99-10558	TECHNICAL PROGRAMMING	SERVMAILING OF UTILITY BILLS	1/2019	102952	1,330.58
125664	99-1112	WASTE MANAGEMENT OF OKLAHOM	TEAR DOWN OF HOUSE	1/2019	2218241-1006-0	1,573.86
125629	99-1443	BRENNTAG SOUTHWEST, INC.	ACH	1/2019	BSW064475	15,497.60
125434	99-265	RABY PLUMBING, INC.	REPAIR LEAKING TOILETS	1/2019	25350	81.00
125074	99-28	OG&E	ELECTRIC/JANUARY 2019	1/2019	1/23/19 125074	24,133.44
125310	99-3081	FIREMASTER- OK DIST INC	SERVICE FIRE EXTINGUISHER	1/2019	615699	73.00
123394A	99-3437	ADVANCE ELECTRICAL SERVICES	HEADWORK GAS DETEC SYSTEM	1/2019	17353	3,900.00
123927	99-3437	ADVANCE ELECTRICAL SERVICES	ELECTRICIAN TROUBLESHOOTI	1/2019	17345	1,420.05
122891	99-3593	CITY OF TULSA	METER FEES	1/2019	107001042 1/7/19	602.17
125543	99-3707	O'REILLY AUTOMOTIVE INC	OIL & AIR FILTERS	1/2019	153-148596	22.67
125545	99-3707	O'REILLY AUTOMOTIVE INC	OIL FILTER	1/2019	153-149191	4.84
125655	99-3707	O'REILLY AUTOMOTIVE INC	POWER INVERTER	1/2019	153-148624	29.99
124445	99-3760	HILBORNE & WEIDMAN, PC	POST COMPLIANCE HEARING	1/2019	2018 12/12/18 SMA	1,500.00
123266	99-3822	TYLER TECHNOLOGIES, INC	ONLINE CREDIT CARD FEES	1/2019	025-248524	301.00
125314	99-39	WAL-MART	SHARK STEAM MOP	1/2019	031171 12/31/18	143.88
123966A	99-4047	SHOW, INC.	LAWN CLEAN-UP	1/2019	19766	40.00
123398	99-4112	ACCURATE ENVIRONMENTAL INC.	TESTING FOR DEQ PERMIT	1/2019	BA17018	210.00

## FUND: 20 - SMA-AUTHORITY FUND

## SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
124542	99-4112	ACCURATE ENVIRONMENTAL INC.	TESTING SUPPLIES	1/2019	SU29672	761.83
125302	99-4112	ACCURATE ENVIRONMENTAL INC.	WASTEWATER LAB CLASS	1/2019	S14676	450.00
125626	99-4112	ACCURATE ENVIRONMENTAL INC.	OPEL TEST	1/2019	BA16096	250.00
125635	99-4112	ACCURATE ENVIRONMENTAL INC.	GLASSWARE SUPPLIES	1/2019	SU29650	1,205.90
125322	99-5295	CLIFFORD POWER SYSTEMS	SRVC CALL S LIFT STATION	1/2019	SVC-0081536	555.63
124078	99-5493	AQUARIUS ENTERPRISES INCORPDI	BOTTLE RENTAL	1/2019	269222	13.00
123718	99-6528	UNIFIRST HOLDINGS, INC.	UNIFORMS FOR CREWS	1/2019	8241546645	65.30
125318	99-68	A & M ELECTRIC, INC	6 FUSES FOR UV SYSTEM	1/2019	6315	249.00
123870	99-7821	CREEK COUNTY RURAL WATER #2	WATER	1/2019	4094 11/28-12/18	85.50
123933	99-7868	WESTLAKE HARDWARE INC	MISC PARTS/SUPPLIES	1/2019	8139072	19.39
124526	99-7887	EVANS ENTERPRISES, INC.	PUMP REBUILD	1/2019	45813	13,389.00
125656	99-8248	BOB HURLEY FORD LLC	DIAGNOSE/REPAIR SWITCH	1/2019	FOCS332121	292.49
125439	99-9086	EMCO TERMITE & PEST CONTROL	TERMITE MONITORING	1/2019	23444 3/19/19	125.00
124810A	99-9382	OFFICE EXPRESS JANITORIAL	SJANITORIAL SERVICES	1/2019	0219 CITY	1,167.50
122890	99-9393	AIRLINK INTERNET SVCS	NETWORK FEE	1/2019	82412	599.80
125315	99-99	W W GRAINGER, INC	FILTER CARTRIDGE	1/2019	9055940341	116.35
FUND TOTAL:						76,833.00

## FUND: 29 - STORMWATER MANAGEMENT

## SUMMARY REPORT

125828	99-10252	CECIL COX ENTERPRISES	FRONT STEERING TIRE	1/2019	3038373	283.45
125074	99-28	OG&E	ELECTRIC/JANUARY 2019	1/2019	1/23/19 125074	67.55
121318	99-3707	O'REILLY AUTOMOTIVE INC	MISC TRUCK PARTS	1/2019	153-149484	8.97
125827	99-3707	O'REILLY AUTOMOTIVE INC	DOOR LOCK SWITCH	1/2019	153-150098	95.55
123695A	99-9738	JACQUELYN BROOKE KONONCHUK	STRMWTR MGMT SERVICES	1/2019	JAN-19	4,614.00
FUND TOTAL:						5,069.52

## FUND: 30 - STREET &amp; ALLEY

## SUMMARY REPORT

125074	99-28	OG&E	ELECTRIC/JANUARY 2019	1/2019	1/23/19 125074	403.61
122842	99-3707	O'REILLY AUTOMOTIVE INC	MISC TRUCK PARTS/SUPPLIES	1/2019	153-149545	11.98
FUND TOTAL:						415.59

## FUND: 31 - CEMETERY MAINTENANCE

## SUMMARY REPORT

125679	99-10065	KUBOTA OF NORTHWEST ARKANSAS	EXCAVATOR MAINTENANCE	1/2019	P20856	288.24
124972	99-10160	MERRIFIELD OFFICE SOLUTIONS	SHEET PROTECTORS	1/2019	0161928-001	25.20
125074	99-28	OG&E	ELECTRIC/JANUARY 2019	1/2019	1/23/19 125074	191.78
124955	99-3707	O'REILLY AUTOMOTIVE INC	HUSTLER MOWER PARTS	1/2019	153-150281	31.26
125678	99-9558	WINFIELD SOLUTIONS, LLC	CHEMICALS	1/2019	62871790 RI	1,384.04
125677	99-9632	BWI COMPANIES INC	CHEMICALS	1/2019	15074348	1,540.61
FUND TOTAL:						3,461.13

## FUND: 32 - HUNTING &amp; FISHING

## SUMMARY REPORT

123878	99-10516	HINSCH MARY	CARETAKER AGREEMENT	1/2019	730487	39.00
125074	99-28	OG&E	ELECTRIC/JANUARY 2019	1/2019	1/23/19 125074	1,176.06
124869	99-5482	CRYSTAL LAKE FISHERIES, INC	TROUT STOCKING	1/2019	17534	1,125.00
125471	99-7011	LOWE'S HOME CENTERS, INC.	FILTERS FOR MINNOW TANK	1/2019	01609	109.30
FUND TOTAL:						2,449.36

## FUND: 33 - GOLF COURSE

## SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
125074	99-28	OG&E	ELECTRIC/JANUARY 2019	1/2019	1/23/19 125074	638.93
124259	99-39	WAL-MART	RESTOCK GRILL	1/2019	030973 12/30/18	32.98
123747	99-8108	AT&T ADVERTISING & PUBLISH	ADVERTISING	1/2019	1300020635 1/13/19	33.00
FUND TOTAL:						704.91

## FUND: 34 - LIBRARY

## SUMMARY REPORT

125246	99-10168	BRAINFUSE, INC	DATA BASE RENEWAL	1/2019	2/18/19 125246	1,500.00
125245	99-10190	LIBRARICA LLC	COMPUTER SUPPORT	1/2019	203486-104R	550.95
125244	99-10488	ADMIRAL EXPRESS LLC	JANITORIAL SUPPLIES	1/2019	2009767-0	123.96
125700	99-10488	ADMIRAL EXPRESS LLC	COPY PAPER	1/2019	2010340-0	104.80
125242	99-1589	DEMCO, INC.	OFFICE SUPPLIES	1/2019	6529329	1,632.99
125249	99-265	RABY PLUMBING, INC.	CLEAR DRAINS ON ROOF	1/2019	25268	550.00
125074	99-28	OG&E	ELECTRIC/JANUARY 2019	1/2019	1/23/19 125074	896.13
124051	99-4047	SHOW, INC.	RECYCLING	1/2019	19751	30.00
124665	99-8400	DENNIS WAYNE JACKSON	LIGHT BULBS	1/2019	1369	500.00
FUND TOTAL:						5,888.83

## FUND: 35 - PARKS &amp; RECREATION

## SUMMARY REPORT

125474	99-10488	ADMIRAL EXPRESS LLC	JANITORIAL SUPPLIES	1/2019	2009770-0	168.49
125725	99-10488	ADMIRAL EXPRESS LLC	JANITORIAL SUPPLIES	1/2019	2009772-0	169.18
125074	99-28	OG&E	ELECTRIC/JANUARY 2019	1/2019	1/23/19 125074	3,704.18
125461	99-39	WAL-MART	CONCESSION SUPPLIES	1/2019	007413 1/7/19	301.20
124402	99-4700	COX COMMUNICATIONS	CABLE SERVICE	1/2019	065575601 1/22/19	14.23
125678	99-9558	WINFIELD SOLUTIONS, LLC	CHEMICALS	1/2019	62871789 RI	3,478.80
125677	99-9632	BWI COMPANIES INC	CHEMICALS	1/2019	15071169	144.15
123892	99-9996	ALLIANCE MAINTENANCE, INC.	JANITORIAL SRVCS-BTW	1/2019	111617	875.00
123893	99-9996	ALLIANCE MAINTENANCE, INC.	JANITORIAL SRVS-SENIOR CE	1/2019	111616	695.00
FUND TOTAL:						9,550.23

## FUND: 36 - SWIMMING POOL

## SUMMARY REPORT

125074	99-28	OG&E	ELECTRIC/JANUARY 2019	1/2019	1/23/19 125074	261.35
FUND TOTAL:						261.35

## FUND: 40 - FIRE CASH

## SUMMARY REPORT

125379	99-10773	EXTREME ELECTRIC LLC	NEW LIGHT	1/2019	7220	2,305.00
FUND TOTAL:						2,305.00

## FUND: 41 - POLICE CASH

## SUMMARY REPORT

124691	99-8468	BOB HOWARD CHRYSLER JEEP DO3 - 2019 DODGE CHARGERS		1/2019	84998	63,945.00
FUND TOTAL:						63,945.00

## FUND: 44 - MAJOR THOROFARE

## SUMMARY REPORT

124310	99-2507	SIGNALTEK, INC	MISC. MAINTENANCE	1/2019	15321	740.80
125074	99-28	OG&E	ELECTRIC/JANUARY 2019	1/2019	1/23/19 125074	1,433.10

FUND: 44 - MAJOR THOROFARE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
122835	99-8909	DUNHAM'S ASPHALT SERVICE,	IPATCH	1/2019	251207	1,785.00
FUND TOTAL:						3,958.90
FUND: 45 - CAPITAL IMPROVEMENTS						SUMMARY REPORT
125164	99-10786	STEPP, MIKAILA	REIMBURSEMENT	1/2019	1/23/19 125164	37.80
125336	99-2876	HOBBY LOBBY STORES, INC.	44 X 34 FRAMES	1/2019	T-1869 1/23/19	489.36
124598	99-7063	OKLAHOMA CORRECTIONAL INDUSTHREE	DESKS	1/2019	89786	2,920.65
FUND TOTAL:						3,447.81
FUND: 46 - WATER & SEWER SALES TAX						SUMMARY REPORT
123901	99-10094	JUAN LOZANO	QUARTERLY OIL CHANGES	1/2019	44046	46.99
125291	99-10560	CORE & MAIN LP	PVC PIPE	1/2019	K008240	135.20
125074	99-28	OG&E	ELECTRIC/JANUARY 2019	1/2019	1/23/19 125074	463.85
124715	99-3131	ROSE STATE COLLEGE	"C" DISTRIBUTION TRNG	1/2019	28055 3/11-12/19	202.00
125542	99-3707	O'REILLY AUTOMOTIVE INC	LOWER RADIATOR HOSE	1/2019	153-148391	39.43
124712	99-3768	ACTION SAFETY SUPPLY CO	TRAFFIC CONTROL	1/2019	00221315	725.80
124714	99-4104	ODEQ	EXAMINATION FEE	1/2019	J BURLESON 3/11-12	62.00
124711	99-9501	C & C CONSTRUCTION LLC	CONCRETE REPAIRS	1/2019	52	1,100.00
FUND TOTAL:						2,775.27
FUND: 48 - WATER RESOURCE						SUMMARY REPORT
125292	99-10560	CORE & MAIN LP	3" METER	1/2019	K050279	100.00
FUND TOTAL:						100.00
FUND: 57 - E-911 FUND						SUMMARY REPORT
123453	99-133	INCOG	E-911 CHARGES	1/2019	E-001375	5,221.48
FUND TOTAL:						5,221.48
FUND: 65 - STREET IMP.SALES TAX						SUMMARY REPORT
123702A	99-10075	DOLESE BROS CO	160 YRDS-4500 PSI CONCRET	1/2019	RM19001721	1,365.00
125061	99-10771	ROGER LEROY MELSON	SAHOMA LAKE BRIDGE	1/2019	791505	31,036.00
124321	99-2223	MAXWELL SUPPLY, INC.	STAKES, HUBS AND PAINT	1/2019	480080	5,720.51
124322	99-2926	APAC CENTRAL, INC	ASPHALT, AGGBASE	1/2019	7001195089	20,510.86
125650	99-2926	APAC CENTRAL, INC	100 TONS OF ROCK	1/2019	701192781	13,401.46
FUND TOTAL:						72,033.83
FUND: 83 - G.O.BOND CONSTR FUND						SUMMARY REPORT
123679B	99-8855	DC BASS & SONS CONSTRUCTION	CONST. MGMT SPORT COMP	1/2019	#4 1/25/19 123679B	89,785.69
123957A	99-8855	DC BASS & SONS CONSTRUCTION	CONST OF ANIMAL SHELTER	1/2019	#6 1/25/19 123957A	157,700.21
FUND TOTAL:						247,485.90
GRAND TOTAL:						566,688.86

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
1/2019	10	501-301	TRAINING & TRAVEL	206.25	
1/2019	10	502-302	DUES AND SUBSCRIPTIONS	1,172.50	
1/2019	10	503-201	OFFICE SUPPLIES	169.36	
1/2019	10	504-201	OFFICE SUPPLIES	287.15	
1/2019	10	504-301	TRAINING AND TRAVEL	200.00	
1/2019	10	504-311	PROFESSIONAL SERVICES	997.41	
1/2019	10	504-315	FEES & OTHER CHARGES	8.00	
1/2019	10	504-407	BOOKS	549.26	
1/2019	10	505-315	FEES AND OTHER CHARGES	75.00	
1/2019	10	506-301	TRAINING AND TRAVEL	201.00	
1/2019	10	508-331	UTILITIES	189.80	
1/2019	10	509-201	OFFICE SUPPLIES	230.00	
1/2019	10	509-260	MINOR EQUIPMENT & FURNISHINGS	136.86	
1/2019	10	509-311	PROFESSIONAL SERVICES	6,435.00	
1/2019	10	510-201	OFFICE SUPPLIES	57.67	
1/2019	10	510-351	MAINTENANCE-EQUIPMENT	7,966.99	
1/2019	10	511-201	OFFICE SUPPLIES	90.24	
1/2019	10	511-211	JANITORIAL SUPPLIES	199.49	
1/2019	10	511-214E	EMS SUPPLIES	874.30	
1/2019	10	511-241	SAFETY EQUIPMENT	1,530.43	
1/2019	10	511-260	MINOR EQUIPMENT & FURNISHINGS	55.16	
1/2019	10	511-301	TRAINING AND TRAVEL	741.19	
1/2019	10	511-311	PROFESSIONAL SERVICES	475.00	
1/2019	10	511-331	UTILITIES	1,809.94	
1/2019	10	511-351	MAINTENANCE-EQUIPMENT	1,550.22	
1/2019	10	511-352	MAINTENANCE-VEHICLES	3,752.06	
1/2019	10	511-353	MAINT-BUILDINGS & FIXTURE	551.09	
1/2019	10	511-505	LEASE PAYMENTS	150.00	
1/2019	10	512-214	OPERATIONAL SUPPLIES	20.00	
1/2019	10	512-301	TRAINING AND TRAVEL	228.00	
1/2019	10	512-311	PROFESSIONAL SERVICES	150.00	
1/2019	10	512-314	UNIFORM CLEANING	115.00	
1/2019	10	512-321	PRISONER CARE	61.50	
1/2019	10	512-331	UTILITIES	1,360.15	
1/2019	10	512-332	COMMUNICATIONS	40.01	
1/2019	10	512-351	MAINTENANCE-EQUIPMENT	350.00	
1/2019	10	512-352	MAINTENANCE-VEHICLES	668.67	
1/2019	10	512-353	MAINTENANCE-BUILDINGS	1,197.50	
1/2019	10	513-241	SAFETY SUPPLIES	24.95	
1/2019	10	513-331	UTILITIES	205.19	
1/2019	10	514-331	UTILITIES	337.69	
1/2019	10	515-301	TRAINING AND TRAVEL	25.00	
1/2019	10	518-301	TRAINING & TRAVEL	717.65	
1/2019	10	590-141	CONTRACT LABOR	1,207.50	

## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
1/2019	10	590-201	OFFICE SUPPLIES	250.00	
1/2019	10	590-202	POSTAGE	1,000.00	
1/2019	10	590-211	JANITOR SUPPLIES	226.87	
1/2019	10	590-311	PROFESSIONAL SERVICES	3,500.00	
1/2019	10	590-312	ADVERTISING	318.20	
1/2019	10	590-331	UTILITIES	661.87	
1/2019	10	590-353	MAINT-BUILDING & FIXTURES	206.00	
1/2019	10	591-390	CONTINGENCY FOR EXP NOT BUDGET	17,248.63	60,781.75
1/2019	20	522-201	OFFICE SUPPLIES	84.90	
1/2019	20	523-231	MINOR TOOLS	29.99	
1/2019	20	523-311	PROFESSIONAL SERVICES	1,330.58	
1/2019	20	523-314	UNIFORM CLEANING	12.61	
1/2019	20	523-351	MAINTENANCE-EQUIPMENT	301.00	
1/2019	20	523-352	MAINTENANCE-VEHICLES	292.49	
1/2019	20	524-212	CHEMICALS	15,497.60	
1/2019	20	524-214	OPERATIONAL SUPPLIES	1,205.90	
1/2019	20	524-311	PROFESSIONAL SERVICES	250.00	
1/2019	20	524-314	UNIFORM CLEANING	33.14	
1/2019	20	524-322	WATER PURCHASE	602.17	
1/2019	20	524-331	UTILITIES	7,806.52	
1/2019	20	524-332	COMMUNICATIONS	599.80	
1/2019	20	524-341	RENTAL OF EQUIPMENT	13.00	
1/2019	20	525-212	CHEMICALS	3,059.05	
1/2019	20	525-214-.01	OPERATING SUPPLIES-LAB	761.83	
1/2019	20	525-241	SAFETY SUPPLIES	73.00	
1/2019	20	525-260	MINOR EQUIPMENT & FURNISHINGS	260.23	
1/2019	20	525-301	TRAINING AND TRAVEL	450.00	
1/2019	20	525-311D	PROF SERVICES-TESTING	210.00	
1/2019	20	525-314	UNIFORM CLEANING	19.55	
1/2019	20	525-331	UTILITIES	15,750.54	
1/2019	20	525-351	MAINTENANCE-EQUIPMENT	575.02	
1/2019	20	525-352	MAINT-VEHICLES	166.17	
1/2019	20	525-354	MAINTENANCE-FACILITIES	11,348.67	
1/2019	20	525-401	EQUIPMENT	7,050.00	
1/2019	20	525-405	FACILITIES	3,900.00	
1/2019	20	590-141	CONTRACT LABOR	1,207.50	
1/2019	20	590-311	PROFESSIONAL SERVICES	1,500.00	
1/2019	20	590-331	UTILITIES	661.88	
1/2019	20	590-353	BUILDING MAINTENANCE	206.00	
1/2019	20	591-390	CONTINGENCY NOT BUDGETED	1,573.86	76,833.00
1/2019	29	529-141	CONTRACT LABOR	4,614.00	
1/2019	29	529-331	UTILITIES	67.55	
1/2019	29	529-351	MAINTENANCE-EQUIPMENT	8.97	



## G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
1/2019	29	529-352	MAINTENANCE-VEHICLES	379.00	5,069.52
1/2019	30	530-331	UTILITIES	403.61	
1/2019	30	530-351	MAINTENANCE-EQUIPMENT	11.98	415.59
1/2019	31	531-201	OFFICE SUPPLIES	25.20	
1/2019	31	531-212	CHEMICALS	2,924.65	
1/2019	31	531-331	UTILITIES	191.78	
1/2019	31	531-351	MAINTENANCE-EQUIPMENT	319.50	3,461.13
1/2019	32	532-142	PERMIT SALES COMMISSION	39.00	
1/2019	32	532-331	UTILITIES	1,176.06	
1/2019	32	532-351	MAINTENANCE-EQUIPMENT	109.30	
1/2019	32	532-405A	FISH STOCKINGS	1,125.00	2,449.36
1/2019	33	533-213	CONCESSION SUPPLY	32.98	
1/2019	33	533-312	ADVERTISING	33.00	
1/2019	33	533-331	UTILITIES	638.93	704.91
1/2019	34	534-201	OFFICE SUPPLIES	1,737.79	
1/2019	34	534-211	JANITORIAL SUPPLIES	123.96	
1/2019	34	534-302	DUES AND SUBSCRIPTIONS	1,500.00	
1/2019	34	534-331	UTILITIES	896.13	
1/2019	34	534-353	MAINT/BUILDINGS	1,630.95	5,888.83
1/2019	35	535-141	CONTRACT LABOR	1,570.00	
1/2019	35	535-211	JANITORIAL SUPPLIES	337.67	
1/2019	35	535-212	CHEMICALS	3,622.95	
1/2019	35	535-213	CONCESSION SUPPLIES	301.20	
1/2019	35	535-331	UTILITIES	3,704.18	
1/2019	35	535-332	COMMUNICATIONS	14.23	9,550.23
1/2019	36	536-331	UTILITIES	261.35	261.35
1/2019	40	540-404	BUILDING AND FIXTURES	2,305.00	2,305.00
1/2019	41	541-403	VEHICLES	63,945.00	63,945.00
1/2019	44	544-331	UTILITIES	1,433.10	
1/2019	44	544-354	MAINTENANCE-FACILITIES	2,525.80	3,958.90
1/2019	45	590-402	FURNITURE	3,447.81	3,447.81
1/2019	46	546-241	SAFETY SUPPLIES	725.80	
1/2019	46	546-301	TRAINING AND TRAVEL	264.00	

## G / L   R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
1/2019	46	546-331	UTILITIES	463.85	
1/2019	46	546-352	MAINTENANCE-VEHICLES	86.42	
1/2019	46	546-354	MAINTENANCE-FACILITIES	1,235.20	2,775.27
1/2019	48	548-405	FACILITIES	100.00	100.00
1/2019	57	557-315-.01	FEES & OTHER CHARGES-WIRELESS	5,221.48	5,221.48
1/2019	65	565-405B	FACILITIES-CONTRACT	72,033.83	72,033.83
1/2019	83	577-405B	FACILITIES-CONTRACT	157,700.21	
1/2019	83	578-405B	FACILITIES-CONTRACT	89,785.69	247,485.90
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		566,688.86
			REPORT TOTAL:		566,688.86



**AGENDA ITEM**

**Administration 10.A.**

**City Council Regular**

**Meeting Date:** February 4, 2019

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

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

**Department:** Police Department

**Presented By:** Mike Haefner

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**SUBJECT:**

Discussion and possible action regarding approval of an Agreement between LeadsOnline and the Sapulpa Police Department for an electronic reporting and criminal investigation system for collecting, receiving, and transmitting data for use by city law enforcement in the annual amount of \$3,227.00.

**BACKGROUND:**

LeadsOnline is the nation's largest online investigation system, which provides Law Enforcement Agency's access to transactions for thousands of reporting businesses. LeadsOnline operates and maintains an electronic reporting and criminal investigation system that tracks items that are pawned. This system is the link between investigators and missing items or individuals who may turn out to be instrumental in solving major crimes or returning stolen property. The term is for 3 years at an annual cost of \$3,227.00, with a prorated amount of \$1,344.58 for the initial partial year subscription ending June 30, 2019.

**RECOMMENDATION:**

Staff recommends that the Mayor and City Council entry into the agreement by the Chief of Police.

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**Fiscal Impact**

**Amount:** \$1,344.58

**To be paid from:** Gen Fund-Police Dept Professional Services

**Account number:** 10-512-311

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**Attachments**

Agreement - LeadsOnline

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## AGENCY AGREEMENT

This LeadsOnline, LLC AGENCY AGREEMENT ("Agreement"), dated February 1, 2019 ("Effective Date") is made between Sapulpa Police Department ("Agency") and LeadsOnline LLC ("Leads").

### SCOPE OF AGREEMENT

Leads operates and maintains an electronic reporting and criminal investigation system for receiving Data for the use of Law Enforcement Officials in their official duties. Leads acts in the capacity of an agent for such Law Enforcement Agencies for the purpose of collecting, maintaining and disseminating Data.

Agency desires to utilize Leads' System to support its investigations.

Subject to the terms of this Agreement and in consideration of the mutual covenants stated below, the parties agree as follows:

#### 1. Definitions

- 1.1 "Data" means all information provided by Reporting Businesses and Law Enforcement Agencies about transactions, including (but not limited to) the transaction number, item number, product UPC code, quantity and ingredients, make, model, property description, serial number, name, address, identification number, telephone number, date of birth and any images recorded during the course of a transaction according to official request, statutory requirement or otherwise.
- 1.2 "GLBA" means the Gramm-Leach-Bliley Act of 1999, together with the Privacy Rule and Safeguards Rule promulgated by the U.S. Federal financial institution regulators and the Federal Trade Commission.
- 1.3 "Law Enforcement Agency" means any agency duly authorized by Municipal, State, County or Federal government to enforce laws or investigate crimes.
- 1.4 "Law Enforcement Official" means a person employed and authorized by a Law Enforcement Agency to, in his/her official duties, access Data and/or submit Data for official use by Law Enforcement Agencies.
- 1.5 "Leads' System" is Leads' electronic reporting and criminal investigations system for receiving Data for access by Law Enforcement Officials.
- 1.6 "Reporting Business" shall mean any entity that records Data regarding (a) the receipt or sale of products regulated by law, including but not limited to the Combat Methamphetamine Act of 2005 and (b) the receipt or other disposition of merchandise or materials, and reports such Data for access by Law Enforcement Officials according to official request, statutory requirement or otherwise.

#### 2. Responsibilities of Agency

- 2.1 Agency agrees that the protection of usernames and passwords used to access Leads services and any Data accessed via Leads by its Law Enforcement Official is the

- responsibility of Agency. Agency agrees to maintain such information in a secure manner and to not provide login credentials to any other person.
- 2.2 Agency is responsible for the accuracy of information submitted by Agency's Law Enforcement Officials in registration for Law Enforcement Agency's accounts.
  - 2.3 Agency agrees to not share its access to Leads' System with other Law Enforcement Agencies and to not share information retrieved from Leads' System with the exception of disclosure necessary for the purpose of prosecution of crimes within Agency's jurisdiction investigated by Agency.
  - 2.4 Agency agrees that accounts will be i) registered only to individual Law Enforcement Officials employed exclusively by Agency and ii) will be used only by the specific Law Enforcement Official to whom the account is registered and iii) will not be used to access or otherwise provide information from Leads system to other Law Enforcement Agencies.
  - 2.5 Agency represents and warrants that it shall only access, use and disclose Data for use in Agency's official Law Enforcement Agency duties. Agency maintains sole responsibility for activity taking place under its user accounts and is responsible for any use, misuse or disclosure of Data accessed by its users.
  - 2.6 Agency is responsible for securing Data accessed from Leads' System, and agrees to comply with all applicable statutes, laws and regulations for use and disclosure of non-public personal information, including federal and state data security breach laws and the GLBA.
  - 2.7 Agency agrees to not search Leads' System for the purpose of creating a public record in order to respond to a public records request when no such public record existed at the time the public records request was received by Agency. Agency understands and acknowledges that information accessible via Leads' System may not be eligible for disclosure in response to a public records request according to applicable law. Upon receipt of a request for records accessible via Leads' System, Agency will consider factors including but not limited to i) whether or not Agency has actually accessed and/or retained the record, ii) whether or not the record(s) are related to an active criminal investigation iii) whether or not the Reporting Business supplying the information is specifically required by law to report to Agency via Leads' System iv) whether or not the information contains non-public personal information protected by state and federal privacy law and breach notification law v) whether or not Agency's response to such request would include the trade secrets of one or more Reporting Businesses vi) whether or not the Reporting Businesses or customers are to be notified and provided with the opportunity to object to such disclosure, vii) whether or not computer programming or excessive labor would be required to redact exempted information from records prior to disclosure.
  - 2.8 Agency is responsible for using devices and browsers capable of connecting via an encrypted internet connection.
  - 2.9 Agency is responsible for promptly notifying Leads when a user is no longer employed by Agency or is otherwise no longer authorized to access Leads' System.

2.10 Agency agrees to promptly notify Leads of any conditions that Agency believes may represent or result from a security incident or vulnerability, including the possible compromise of a user's password. Please send any notifications to [privacy@leadsonline.com](mailto:privacy@leadsonline.com).

2.11 Agency will pay subscription fees according to the schedule set forth in Attachment 'A' which by this reference is incorporated herein.

### **3. Responsibilities of Leads**

3.1 Leads agrees to operate and maintain the Leads System for the purpose of receiving Data for access only by Law Enforcement Officials.

3.2 Leads agrees to secure Data using administrative, technical and physical safeguards as set forth in applicable law, including the GLBA.

3.3 Leads agrees to provide use of Leads' System with the capabilities specified in Attachment 'A'.

### **4. Conditions for use of Leads' System**

4.1 Leads' System and website, including but not limited to written materials, text, graphics, logos, software, functionality, icons and images are the exclusive proprietary property of Leads and are protected under the United States Copyright Act (17 United States Code), as well as by all applicable state and international copyright laws, and by the Lanham Act (15 U.S.C. §§1051-1141n). Agency Agrees to abide by any additional copyright notices, trademarks, information, or restrictions contained in any content on Leads' System and website. Leads' System and website may be used solely for the purposes expressly provided for herein, and no aspect of the Leads' System or website may be used for any other purpose whatsoever. Any other use is unauthorized and will constitute an infringement upon the proprietary rights of Leads. No authority to use any content on Leads' System, website, or any other intellectual or other property of Leads not expressly granted by this Agreement shall be implied.

4.2 Agency agrees to not decompile or otherwise copy or use content on the Leads' System or website or other proprietary information of Leads for purposes of reverse-engineering or reconstruction, and to not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices from any materials Agency obtains from Leads' System or website.

4.3 Agency represents it is a Law Enforcement Agency.

4.4 Leads may modify or upgrade any aspect of Leads' System at any time without notice. Leads agrees to make commercially reasonable efforts to perform such modifications in a manner that is not disruptive to Agency.

4.5 Subject to the terms of this Agreement, Agency hereby appoints Leads as its agent for the sole purpose of collecting, maintaining and disseminating Data from Reporting Businesses. This agency appointment is effective as of the registration date of Agency's initial user.

- 4.6 Leads uses a number of checks to identify inaccurate or incomplete Data, but cannot and does not represent or endorse the accuracy or reliability of Data or other information submitted by Reporting Business and Law Enforcement Agencies. Data is provided by Reporting Businesses and Law Enforcement Agencies according to the laws and practices enforced in Reporting Businesses' jurisdiction using their proprietary operational software.
- 4.7 Leads will provide reasonable instructions to Reporting Businesses regarding uploading Data to the Leads' System, but is not responsible for ensuring their compliance with their Data reporting obligations.
- 4.8 Agency will not discourage Reporting Businesses from submitting Data via Leads.

## 5. Term

- 5.1 This Agreement will become effective as of the date first set forth above and remain in effect for three (3) years plus any initial partial year (the "Initial Term") or until termination by Leads or Agency as described below.
- 5.2 Neither party is obligated to renew this Agreement. Upon expiration of the Initial Term and any renewal term, Agency may renew this Agreement for an additional one-year term. Mutual agreement to be evidenced by Leads' submission of a valid invoice for the renewal year, and Agency's payment of such invoice within 30 days of renewal.
- 5.3 Following reasonable notice and cure period(s), either party may without further notice, terminate this Agreement if the other party (a) fails to perform any material obligation required under this Agreement or (b) violates any laws, rules or regulations related to this Agreement.
- 5.4 The parties agree that any continuation of this Agreement from one fiscal year to the next is contingent upon annual fiscal appropriation and lawful approval by Agency's governing entity. Agency may terminate this Agreement by providing 60 days' written notice to Leads prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

## 6. Disclaimer and Indemnification

- 6.1 **EXCEPT FOR THE REPRESENTATIONS SET FORTH IN SECTION 3 OF THIS AGREEMENT, LEADS SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, CUSTOM, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABILITY, SATISFACTORY QUALITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND/OR ANY AND ALL OTHER IMPLIED WARRANTIES AND EXPRESS WARRANTIES (OTHER THAN THOSE SET FORTH HEREIN, IF ANY) WITH RESPECT TO LEADS' SYSTEM. LEADS' SYSTEM, INCLUDING ALL DATA, CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH LEADS' WEBSITE IS PROVIDED, AND ACCEPTED AND/OR USED, "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND.**
- 6.2 **IN NO EVENT SHALL LEADS BE LIABLE FOR OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS**



**OF THE REPORTING BUSINESS, ITS AFFILIATES OR ANY OTHER THIRD PARTY, EVEN IF LEADS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, AT AN ABSOLUTE MAXIMUM, LEADS LIABILITY SHALL BE LIMITED TO THE AMOUNT OF MONEY IT IS PAID BY AGENCY TO LEADS.**

6.3 Leads shall indemnify, hold harmless, protect and defend Agency and its officials, officers, employees, agents and authorized volunteers (the "Indemnified Parties") from and against all losses, liabilities, judgments, costs, expenses, damages (including damages to the Leads' System), attorney's fees, and other costs, including all costs of defense, arising from all suits of law or actions of every nature for or on account of the infringement of any trade secrets, patents, trademarks, copyrights or other proprietary right of any other party by reason of the use or integration of any proprietary materials, equipment, devices or processes, originally incorporated, or provided and used, by Leads in the performance of the services provided under this Agreement. Notwithstanding the foregoing, if the foregoing described losses, liabilities, judgments, costs, expenses, damages and the like arise due to the misuse of the Data or any other breach of this Agreement by Agency, Leads' liability under this paragraph shall be reduced proportionately by the amount of loss, liability, judgment, cost, expense, damage and the like arising due to such misuse or breach by Agency.

## **7. Miscellaneous**

- 7.1 Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to causes beyond its reasonable control, including any act that would be considered force majeure.
- 7.2 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Leads deems the unenforceable provision to be essential to this Agreement, in which case Leads may terminate this Agreement, effective immediately upon notice to Agency.
- 7.3 Leads reserves the right to disclose any information in response to an official government request or duly authorized subpoena.
- 7.4 Any waiver by Leads of a breach of any provision of this Agreement by Agency or delay in enforcing any rights shall not operate or be construed as a waiver of any other or subsequent breach by Agency.
- 7.5 This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified, changed or discharged, in whole or in part, except by an agreement in writing signed by both parties. The mere acceptance of any work order, purchase order or other document containing provisions purported to modify or enlarge the obligations or liabilities of either party shall not be construed as acceptance of such provisions.
- 7.6 Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement. There are no third-party beneficiaries to this Agreement. The only persons who may enforce or benefit from this Agreement and any rights under this Agreement are Agency and Leads.

7.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions. Sole and exclusive jurisdiction and venue for any action or proceeding arising out of or related to this Agreement shall be an appropriate state or federal court located either in Dallas County or Collin County, Texas.

7.8 Neither party will assign its rights or duties under this Agreement without first providing written notice to the other party with at least 30 days to object to such assignment and in doing so, immediately terminate the Agreement without penalty.

**LEADS**

**LeadsOnline LLC**

**Signature:** \_\_\_\_\_

**Print Name:** David K. Finley

**Title:** President & CEO

**Date:** \_\_\_\_\_

**Address:** 6900 Dallas Parkway, Suite 825  
Plano, Texas 75024

**Tax ID:** 42-1720332

**AGENCY**

**Sapulpa Police Department**

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Address:** 20 North Walnut  
Sapulpa, OK 74066

## AGENCY AGREEMENT – Attachment ‘A’

### SCOPE OF WORK AND ANNUAL SUBSCRIPTION FEE

LeadsOnline System Capability	PowerPlus
Online reporting system for all pawn/secondhand stores	✓
Unlimited accounts/searches for your personnel working your cases	✓
Images of property, sellers, vehicles, thumbprints, etc. as reported	✓
Legacy data import (from existing in-house database)	✓
Updates, training and support for agency personnel and businesses	✓
Transaction Monitor – Audit system for reporting compliance	✓
ReportIt citizen property inventory system	✓
Automated NCIC/stolen property hits	✓
Message Inbox (alerts and communication to and from businesses)	✓
Daily Stats (hits and statistics for each investigator)	✓
Property Hold Management System	✓
Nationwide search access	✓
Saved (continuous) searches/Email hit alerts	✓ 75
eBay First Responder Service	✓
Persons of Interest inter-agency suspect information system	✓
Suspect variations and associations reports	✓
Statement Analyzer	✓
Submit lists of known suspects and/or property (file upload)	✓
Online reporting System for scrap metal dealers	✓
Phone Forensics Search	✓
CompStat Mapping System	✓
Case Search – Search multiple items looking for potential suspects	✓ 37
Public Classified Ads –Craigslist	✓
Initial partial year subscription fee due upon execution of this Agreement	<b>\$1,344.58</b>
Total Fixed Annual subscription fee due on July 1, 2019 and on or before each anniversary thereof during the Initial Term	<b>\$3,227.00</b>

**Visit our website to quickly submit your information online:  
[www.leadsonline.com/update](http://www.leadsonline.com/update)**

**Billing and Information Security Contact Information Form**

Thanks so much for using LeadsOnline. We want to make sure we have up to date contact information for your department.

Date: \_\_\_\_\_ Agency: \_\_\_\_\_

**Billing Contact**

When it comes time for renewal, to whom should the renewal invoice be addressed?

**A VALID EMAIL ADDRESS IS REQUESTED FOR INVOICE  
AND BILLING RELATED ISSUES ONLY. THANK YOU!**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address/PO Box: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Alt. Email: \_\_\_\_\_

**Information Security Contact**

We are required to have a point of contact for questions related to information security. This may also be referred to as "CJIS Compliance Officer" or "Local Agency Security Officer" or "LASO".

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Please return this completed form via mail, email, fax or quickly submit your info online:

LeadsOnline LLC  
6900 Dallas Parkway, Suite 825  
Plano, TX 75024-4200

Email: [accounting@leadsonline.com](mailto:accounting@leadsonline.com)

Fax: 866-303-0901

Online: [www.leadsonline.com/update](http://www.leadsonline.com/update)

THANK YOU!

Sapulpa Police Department  
20 North Walnut  
Sapulpa, OK 74066

Attn: Major Mike Reed

Date: 1/17/2019

Quote#: Q226108

Terms: Quote Only

Agency ID: 3010

Service Dates:

**02/1/19 - 06/30/19**

Months	Description	Total
5	LeadsOnline PowerPlus Investigation System Service Package	1,344.58
	Total Annual Cost for PowerPlus Investigation System: \$3,227.00 / year	

Thank you for your interest in LeadsOnline! Please contact your LeadsOnline representative to move forward with this quote.

Purchase Orders should be emailed to [accounting@leadsonline.com](mailto:accounting@leadsonline.com)

We accept Checks, Credit Cards, and EFT/ACH Payments

**Total \$1,344.58**

**Update Your Billing Contact Information Online:**

[www.leadsonline.com/main/billing/](http://www.leadsonline.com/main/billing/)

**Download our W-9:**

[www.leadsonline.com/w9](http://www.leadsonline.com/w9)

Please call 972-331-7748 or email [accounting@leadsonline.com](mailto:accounting@leadsonline.com) should you have any questions about this quote.

*Pricing and terms presented will expire 45 days from date of quote. A formal definitive agreement executed by both parties is required, the terms of which will supersede all prior communications and understandings.*



## AGENDA ITEM

Administration 10.B.

### City Council Regular

**Meeting Date:** February 4, 2019

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

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

**Department:** Legal

**Presented By:** David Widdoes

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### SUBJECT:

Discussion and possible action regarding Addendum to Lease Agreement with Glass Design, Inc. for the property located at 8810 West 100th Street South, Sapulpa, Oklahoma.

### BACKGROUND:

On February 8, 2018, the City of Sapulpa took possession of the property and 3 structures located 8810 W 100th Street S, Sapulpa, Oklahoma. One of the structures currently being refurbished to house the new animal shelter for the City. The other two structures on the property are to be utilized as the public works complex for the City. Work on those 2 structures will not commence until after the animal shelter project has been completed, which is projected to be April 2019.

On March 5, 2018, a lease agreement was signed with Glass Design, Inc. to make use of those 2 structures during of construction of the animal control facility. This agreement expires February 28, 2019. The tenant has requested an extension of the lease agreement through the end of the calendar year. Staff concurs that an extension is warranted.

The proposed amendment to the lease agreement will allow the tenant to remain at the location for as long as the City determines is necessary until the City is prepared to commence work on the public works complex.

### RECOMMENDATION:

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

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### Attachments

Addendum to Lease Agreement



**ADDENDUM to**

**LEASE AGREEMENT WITH GLASS DESIGN, INC.**

THIS ADDENDUM agreement, made and entered into this \_\_\_\_ day of February 2019, by and between the City of Sapulpa, Oklahoma, municipal corporation (“Landlord”) and Glass Design Inc. (“Tenant”):

**WHEREAS**, the Landlord and Tenant have entered into a written Lease Agreement dated March 5, 2018, for the use of certain real property with a street address of 8810 W. 100<sup>th</sup> Street, Sapulpa, Oklahoma 74066 (“Lease” or “Lease Agreement”); and

**WHEREAS**, the term of the Lease expires at midnight on February 28, 2019; and

**WHEREAS**, Landlord and Tenant have agreed to extend the Lease as provided for by the written provisions of this agreement.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions hereinafter set forth, the parties agree as follows:

1. The Term of the Lease is extended for an additional \_\_\_\_ month period and shall expire at midnight on the last day of \_\_\_\_\_, 2019 (“Extended Term”).
2. Tenant shall pay Rent of \$2,750.00 in advance on the first day of each month of the Extended Term.
3. All other terms and conditions of the Lease Agreement remain in full force and effect and are otherwise unaffected by this addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum agreement to be executed the day and year above written.

LANDLORD – CITY OF SAPULPA

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

Attest:

Approved as to Form:

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

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

TENANT – GLASS DESIGN, INC

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