SAPULPA CITY COUNCIL MEETING CITY HALL - 425 EAST DEWEY AVENUE COUNCIL CHAMBERS, 2ND FLOOR 7:00 P.M., MONDAY, MAY 20, 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 20th day of May, 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. <u>CALL TO ORDER.</u>
- 2. <u>INVOCATION.</u>
- 3. <u>PLEDGE OF ALLEGIANCE.</u>
- 4. <u>ROLL CALL.</u>
- 5. <u>MINUTES.</u>
 - A. Consider approving the minutes of the May 6, 2019, regular city council meeting.

6. <u>APPOINTMENTS, AWARDS, PRESENTATIONS, AND PROCLAMATIONS.</u>

A. Consider ratifying Mayoral appointments to the Sapulpa Planning Commission, to-wit: Lou Martin, appointee for a term expiring June 2021, and Carla Stinnett, appointee for a term expiring June 2022, and discuss and consider action to nominate and elect five (5) remaining Commission members, to wit: Jasson Brook, for a term expiring June 2021, Andrew Propst, for a term expiring June 2022, Julie Longoria, for a term expiring June 2021, Hunter Edwards, for a term expiring June 2022, and Kayla Parnell, for a term expiring June 2021. **B.** Consider confirming the following Mayoral appointments to the Library Board in order to help meet the Oklahoma Department of Library's criteria for State Aid.

Johnny Brock for a three-year term, with said term expiring in May 2022. Charles Betzler for a three-year term with said term expiring in May 2022.

- 7. <u>CONSENT ITEMS:</u> 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 \$1,274,730.94
 - **B.** Consider approving an agreement with Cox Oklahoma Telcom, LLC d/b/a Cox Communications to provide Enhanced Emergency Number (E-911) Service to the citizens of Sapulpa, Oklahoma.

8. <u>PUBLIC HEARINGS.</u>

9. <u>COMMUNITY DEVELOPMENT.</u>

A. Discussion and possible action regarding the application by Lisa Morgan and Jonathon Powdrill, Oklahoma Medibiles, for a Specific Use Permit, SUP-035, to allow Commercial Medicinal Marijuana processing located a 805 East Hobson Avenue, Ste A, Sapulpa, Oklahoma.

10. <u>ADMINISTRATION.</u>

- A. Discussion and possible action regarding award of bid for the West Johnson area Waterline Improvements project by rejecting apparent low pecuniary bid from Cherokee Pride and awarding to Jerry's Excavation, Inc. as the lowest responsible bidder in the amount of \$290,986.00.
- **B.** Discussion and possible action regarding approval of an Agreement with Municipal Code Corporation for online publication and hosting of the Sapulpa City Code in the amount of \$500.00.
- C. Discussion and possible action regarding an Amendment to the Cooperation Agreement between the City of Sapulpa, Oklahoma and the Board of County Commissioners of Tulsa County, Oklahoma, entered into the 9th day of July 2007, for the purpose of participating in the Tulsa County Urban County Community Development Block Grant Program.
- D. Discussion and possible action regarding a Resolution of the City of Sapulpa, Oklahoma, designating and approving May 31, 2019 as "Cruise Night" to Support and Promote the 30th Anniversary of the Route 66 Blowout.

- E. Discussion and possible action regarding a Resolution of the City of Sapulpa, Oklahoma and the Sapulpa Municipal Authority amending the FY 2018-2019 Water Resources Fund annual budget by increasing appropriations in the amount of \$129,986.00 to provide additional funds for the West Johnson Area Waterline Project.
- 11. <u>NEW BUSINESS.</u> (Items that were not known about at the time of posting the agenda.)

12. <u>INFORMATIONAL ITEMS FROM MAYOR, CITY COUNCIL, CITY</u> MANAGER, OR CITY ATTORNEY.

- A. Status Report from Tetra Tech regarding various City and SMA projects.
- 13. <u>PUBLIC COMMENTS.</u> 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. <u>EXECUTIVE SESSION.</u>

15. <u>ADJOURNMENT.</u>

Posted this 17th day of May, 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 Meeting Date: May 20, 2019 Submitted By: Shirley Burzio, City Clerk Department: City Clerk Presented By:

SUBJECT:

-

Consider approving the minutes of the May 6, 2019, regular city council meeting.

BACKGROUND:

RECOMMENDATION:

Attachments

minutes.05-06-2019 city

5.A.

CITY OF SAPULPA, OKLAHOMA

COUNCIL PROCEEDINGS Meeting of May 6, 2019

The City Council of Sapulpa, Oklahoma, met in regular session Monday, May 6, 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
	Bruce Bledsoe, City Councilor
	Marty Cummins, Councilor
	Wes Galloway, Councilor
	Carla Gunn, Councilor
	Craig Henderson, Councilor
	Hugo Naifeh, Councilor
Absent:	Carla Stinnett, Councilor
Staff Present:	Joan Riley, City Manager; David Widdoes, City Attorney; Shirley Burzio, City Clerk; Nikki Howard, Urban Development Director; Mark Stephens, Building Inspector

1. <u>CALL TO ORDER.</u>

Mayor Reg Green called the meeting to order.

2. INVOCATION.

The invocation was given by Mr. Mike Pennington, Patriot Guard Chaplin.

3. PLEDGE OF ALLEGIANCE.

Mayor Reg Green led the Pledge of Allegiance.

4. MINUTES AND CONSENT ITEMS.

Motion was made by Councilor Craig Henderson, seconded by Councilor Marty Cummins, to approve the following items of business:

- **A.** Approve the minutes of the April 15, 2019, regular City Council meeting;
- **B.** Approve claims in the amount of \$587,184.57;
- **C.** Approve prepaid claims in the amount of \$26,689.46;
- **D.** Approve the purchase, sale, and closing of real estate transaction with DGB-81, LLC, for 65 acres m/l at the northwest corner of 81st Street and Frankhoma Road in the amount of \$650,000.00, and ratifying all documents executed at said closing.

ROLL CALL: AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, Craig Henderson

MOTION CARRIED

5. <u>COMMUNITY DEVELOPMENT.</u>

A. Motion was made by Councilor Craig Henderson, seconded by Councilor Wes Galloway, to approve the adoption of an ordinance amending the zoning ordinance of the City of Sapulpa; changing the zone and district of property located east of the southeast corner of West 57th Street South and West Skelly Road (4560 West 57th Street South), City of Sapulpa, Tulsa County, State of Oklahoma, from RS-3 (Residential Single Family High Density) to IL (Industrial Light Manufacturing), per SAZ-952; and directing the City Clerk to show each change upon the Official Zoning Map; repealing all ordinance or parts of ordinances in conflict herewith; providing for severability; and declaring an emergency. (Ordinance No. 2813)

ROLL CALL: AYE - Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, Craig Henderson MOTION CARRIED

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

ROLL CALL: AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, Craig Henderson

MOTION CARRIED

B. Diana Hurst and Sarah Sauter, owners of the hair salon adjoining the applicants' proposed business, told the council they could smell the odor of marijuana in their business. Their customers have expressed concerns about exposure to marijuana, and the effects it could have on them. Ms. Sauter also expressed concerns about her safety.

Lisa Morgan and Jonathan Powdrill, applicants, reported they have installed a new ventilation system to address the air quality and placed security cameras on the outside of the building.

Motion was made by Councilor Marty Cummins, seconded by Councilor Wes Galloway, to table the application submitted by Lisa Morgan and Jonathon Powdrill, Oklahoma Medibles, for a Specific Use Permit, SUP-035, to allow commercial medicinal marijuana processing located at 805 East Hobson Avenue, Suite A, Sapulpa, Oklahoma, to allow staff time to evaluate the air quality of the applicants' business and the adjoining business.

ROLL CALL: AYE:Reg Green, John Anderson, Bruce Bledsoe,
Marty Cummins, Wes Galloway, Carla GunnNAY:Louis Martin, Jr., Craig HendersonMOTION CARRIED

6. <u>ADMINISTRATION.</u>

A. Motion was made by Vice-Mayor Louis Martin, seconded by Councilor John Anderson, to declare Seat 1, Ward 1 of the City Council, currently held by Hugo Naifeh, vacant and nominations be entertained to fill the position for its remaining unexpired term.

> **ROLL CALL:** AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, Craig Henderson

MOTION CARRIED

B. Motion was made by Councilor Wes Galloway, seconded by Vice-Mayor Louis Martin, to declare Seat 2, Ward 5 of the City Council, currently held by Carla Stinnett, vacant and nomination be entertained to fill the position for its remaining unexpired term.

ROLL CALL: AYE-Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, Craig Henderson MOTION CARRIED

Councilor Bruce Bledsoe nominated Hugo Naifeh to the fill the vacant position of Seat 2, Ward 5 City Councilor.

Motion was made by Vice-Mayor Louis Martin, seconded by Councilor John Anderson, that nominations cease, and Hugo Naifeh be approved by acclamation to fill the vacant position of Seat 2, Ward 5 City Councilor.

ROLL CALL: AYE-Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, Craig Henderson MOTION CARRIED

City Clerk Shirley Burzio administered the oath of office to Hugo Naifeh.

C. Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Marty Cummins, to approve the adoption of an Ordinance of the City of Sapulpa, Oklahoma, amending the Zoning Code to the Sapulpa City Code, Appendix H, Article 1, to provide for a City Planning Commission; repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing that if any part or parts of this ordinance are held invalid or ineffective, the remaining portions shall not be affected; providing an effective date; and declaring an emergency. (Ordinance No. 2814)

ROLL CALL: AYE-Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, Craig Henderson, Hugo Naifeh MOTION CARRIED

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

ROLL CALL: AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, Craig Henderson, Hugo Naifeh

MOTION CARRIED

D. Motion was made by Councilor Wes Galloway, seconded by Vice-Mayor Louis Martin, to approve the extension of Contract #246826 with Tulsa County Board of Commissioners for using Tulsa County Urban County CDBG Funds for the Dewey Avenue Drainage Improvements Project.

> **ROLL CALL:** AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, Craig Henderson, Hugo Naifeh

MOTION CARRIED

- E. Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Wes Galloway, to approve the adoption of a Resolution of the City of Sapulpa, Oklahoma, amending the FY 2018/2019 General Obligation Bond Construction Fund budget by increasing revenues and appropriations in the amount of \$649,750.00 to recognize revenue from the sale of City owned property to provide funding for additional costs associated with the Youth Sports Complex Project. (Resolution No. 4566)
 - **ROLL CALL:** AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, Craig Henderson, Hugo Naifeh

MOTION CARRIED

7. <u>PUBLIC COMMENTS.</u>

Mr. Kenneth Ayers, resident of the Lakes at Cross Timbers Addition, showed pictures of damage from stormwater drainage run-off caused from the developer of another housing addition located to the north of the Lakes at Cross Timbers Addition. Sediment is filling Mr. Ayers pond. This has been an on-going problem and needs to be remedied.

Mr. Larry Robertson, resident of Lakes at Cross Timbers, told the council the developers should have constructed storm water retention ponds, but have yet to do so.

8. ADJOURNMENT.

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

ROLL CALL: AYE: Reg Green, Louis Martin, Jr., John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Carla Gunn, Craig Henderson, Hugo Naifeh

MOTION CARRIED

Attest:

Mayor

City Clerk



AGENDA ITEM

Presentations & Proclamations 6.A.

City Council Regular Meeting Date: May 20, 2019 Submitted By: Nikki Howard, Urban Development Director Department: Planning & Development Presented By: Nikki Howard

SUBJECT:

Consider ratifying Mayoral appointments to the Sapulpa Planning Commission, to-wit: Lou Martin, appointee for a term expiring June 2021, and Carla Stinnett, appointee for a term expiring June 2022, and discuss and consider action to nominate and elect five (5) remaining Commission members, to wit: Jasson Brook, for a term expiring June 2021, Andrew Propst, for a term expiring June 2022, Julie Longoria, for a term expiring June 2021, Hunter Edwards, for a term expiring June 2022, and Kayla Parnell, for a term expiring June 2021.

BACKGROUND:

On May 6, 2019, the City Council adopted Ordinance #2814 creating a new seven (7) member Sapulpa Planning Commission, which takes effect July 1, 2019. Per said Ordinance, the Mayor is to appoint two (2) members to the Commission --- a city council representative and a resident of the city at large --- and the City Council is to nominate and elect five (5) individuals to the remaining member seats.

Accordingly, Mayor Reg Green has appointed Councilor, Lou Martin, to serve as the City Council appointee, and Ms. Carla Stinnett, to serve as the resident at large member. To assist the City Council in selection of the remaining Commission members, staff has identified and met with the following individuals who are qualified and have expressed their desire and willingness to serve on the new Commission:

Ward #1 resident, Jasson Brook, for a term expiring June 2021. Ward #2 resident, Andrew Propst, for a term expiring June 2022 Ward #3 resident, Julie Longoria, for a term expiring June 2021. Ward #4 resident, Hunter Edwards, for a term expiring June 2022. Ward #5 resident, Kayla Parnell, for term expiring June 2021.

RECOMMENDATION:

Staff recommends Council ratify the two Mayoral appointments and entertain nominations for the remaining five seats to the Sapulpa Planning Commission as stated.

Attachments

Mayoral Appointment Letter

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425 EAST DEWEY AVENUE - - - P.O. BOX 1130 Sapulpa, Oklahoma 74067

May 14, 2019

Vice-Mayor Louis Martin 609 W Mockingbird Sapulpa, OK 74066

Ms. Carla Stinnett 626 Countrywood Way Sapulpa, OK 74066-9328

RE: **Appointment to Sapulpa Planning Commission**

Dear Councilor Martin and Ms. Stinnett:

Thank you both for agreeing to serve on the newly formed Sapulpa Planning Commission effective July 2019. As Mayor, it is my privilege to appoint you as the Council and resident-at-large appointees, respectively. In this regard, Councilor Martin's term shall be from July 2019 to June 2021, and Ms. Stinnett's term shall be from July 2019 to June 2022.

Once again I'd like to thank you for your willingness to serve and your dedication to our community. Should you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

T Mason Reg Green.

Mayor



AGENDA ITEM

Presentations & Proclamations 6.B.

City Council Regular Meeting Date: May 20, 2019 Submitted By: Martha Stalker, Library Director Department: Library Presented By: Martha Stalker

SUBJECT:

Consider confirming the following Mayoral appointments to the Library Board in order to help meet the Oklahoma Department of Library's criteria for State Aid.

Johnny Brock for a three-year term, with said term expiring in May 2022. Charles Betzler for a three-year term with said term expiring in May 2022.

BACKGROUND:

The term for Library Board Members to serve are for three years which can be renewed at that time for another three years if Library Board Members are willing to serve.

RECOMMENDATION:

Staff recommends that the Mayor and City Councilors approve Library renewals.

Attachments

Resolution 2186

Ordinance No. 2186

AN ORDINANCE OF THE CITY OF SAPULPA, OKLAHOMA, AMENDING CHAPTER 16, SECTIONS 16-2 AND 16-3 OF THE SAPULPA CITY CODE RELATING TO THE LIBRARY BOARD OF DIRECTORS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

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

SECTION 1. That the Sapulpa City Code, Chapter 16, Sections 26-2 and 26-3 are hereby amended to read as follows, to-wit:

"Sec. 16-2. Board of directors--Composition; appointment, qualifications and compensation of members.

The management and control of the public library established by section 16-1 shall be conducted by a board of directors, consisting of six members, to be appointed by the mayor, with the approval of the city council; provided, that three of such board of directors shall be women and three shall be men. Such directors shall be chosen from the citizens at large, with reference to their fitness for such office, and no director shall receive compensation as such. <u>Directors appointed to the library board shall hold office for a term of three (3) years from the first day of May following their appointment, and their terms shall be</u>

Sec. 16-3 Same--Organization, rules and regulations and terms of members.

The organization of the board of directors mentioned by section 16-2, the terms of their offices, and all rules and regulations for the conduct of the public library established by this chapter shall be in accordance with state law."

SECTION 2. REPEALER. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of the conflict only.

Ordinance # 218

SECTION 3. SEVERABILITY. Should any section, subsection, sentence, provision, clause or phrase hereof be held invalid, void, or unconstitutional for any reason, such holding shall not render invalid, void, or unconstitutional any other section, subsection, sentence, provision, clause or phrase of this ordinance, and the same are deemed severable for this purpose.

SECTION 4. EMERGENCY. This ordinance being designated to protect the public health, safety, and welfare of the inhabitants of the City of Sapulpa, Oklahoma, and its passage being immediately necessary, an emergency is hereby declared to exist and by reason whereof this ordinance shall take effect immediately upon its passage, approval and publication as provided by law.

PASSED AND APPROVED by the City Council of the City of Sapulpa, Oklahoma, this day of Applember, 1996.

Emy um

Attest:

Approved as to Form:

City Attorney

Sapulpa

Consent Agenda 7.A.

City Council Regular Meeting Date: May 20, 2019 **Submitted By:** Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving claims in the amount of \$1,274,730.94

Claims List 5-20-19

Attachments

5/16/2019 10:17 AM

PURCHASE ORDER CLAIM REGISTER

FUND: 10 - GENERAL FUND

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
126583			S, PUBLISH ORDINANCES			236.35
127002	99-10159	LAWRENCE COUNTY NEWSPAPER	S,ABLE APP PUBLICATION	5/2019	21063	72.50
123798		MERRIFIELD OFFICE SOLUTIC	NSDOOR HANGERS	5/2019	0167493-001	260.00
125565	99-10160	MERRIFIELD OFFICE SOLUTIC		5/2019	0170173-001	26.34
125611		MERRIFIELD OFFICE SOLUTIC		5/2019	0170268-001	96.81
123487	99-10194	HOLLON FIRE PROTECTION, L	LCANNUAL SPRINKLER SERVICE			225.00
126678	99-103	ONG	GAS/MARCH 2019	5/2019	MARCH 2019 126678	3,015.12
125871	99-10315	CINTAS CORPORATION NO.2	MEDICAL SUPPLIES	5/2019	5013601524	391.81
123862	99-10377	GREEN COUNTRY SHREDDING &	RCONFIDENTIAL SHREDDING	5/2019	59023	285.00
127001	99-1038	DAVID L. WEATHERFORD	LEGAL SRVC/OUTSIDE COUN	5/2019	DLW001751 4/23/19	495.00
123268A	99-10395	AUBREY WEATHERFORD		5/2019	SAP0519	500.00
123805	99-10477	CHAD CLIFTON	MEDICAL WASTE PICKUP	5/2019	6208	85.00
125361	99-10488	ADMIRAL EXPRESS LLC	OFFICE SUPPLIES	5/2019	2032540-0	93.48
125894		ADMIRAL EXPRESS LLC			2032962-0	63.56
123230		GREEN COUNTRY FIRE CHIEF'			000006	160.00
123865		BEASLEY TECHNOLOGY INC	DATA STORAGE		COR-105390	112.50
123866A			REMOTE MONITORING		COR-105345	137.50
123867			MTHLY COMPUTER MAINT			2,250.00
124439			FIREWALL, SWITCH, ACCESS		COR-105541	
126783			AUDIO REPAIR/COUNCIL			97.00
126610	99-10621		MEAL REIMBURSEMENT		5/8-5/9/19 126610	
126327	99-10701	AMAN, ANNA	MEAL REIMBURSEMENT		5/2-5/3/19 126327	
125343	99-10774	TIMOTHY CHRISTOPHER PENDL			4734	207.50
125545			ENWINDSHIELD REPLACEMENT			299.00
126181 126182	99-10820		STUDY SESSION MEAL LUNCH W/CITY MANAGER		10500324 S2 5/10/19	80.00 231.62
123454 123587	99-1206		FOOD FOR VALOR		0202 4/25/19	14.98 39.94
			SNACKS FOR MEETINGS		2227 4/8/19	
126084	99-1206	REASOR'S INC.	PRISONER FOOD	5/2019	3780 4/4/19	721.48
125120		JOHN DEERE FINANCIAL ACCT			N56963/2 3/29/19	
126122	99-2156		COURT CLK CONFERENCE		V0004116	450.00
125392		CASCO INDUSTRIES, INC.		5/2019	206694	371.00
125394			STRUCTURAL BOOTS		206814	371.00
125800	99-3128	CASCO INDUSTRIES, INC.		5/2019	206812	638.00
125868	99-3128		STRUCTURAL BOOTS			371.00
126623	99-3327		TOW UNIT TO CITY GARAGE			
123474			OMONTHLY FEE-STORM SIREN			11.17
126449		O'REILLY AUTOMOTIVE INC	RADIATOR, FAN, CONT ARM			381.22
126483					153-157618	105.16
126750		O'REILLY AUTOMOTIVE INC	VEHICLE MAINTENANCE		153-167061	88.29
126751			,		153-167191	521.90
126759			BLOWER MOTOR/IL FILTERS		153-168429	105.99
126761	99-3707		PARTS CLEANER SOLVENT		153-168899	90.21
123971	99-4183	UPTOWN SAPULPA ACTION, IN	IC.REVITALIZATION PROGRAM	5/2019	MAY 2019 123971	2,500.00
126851	99-4319	AT&T	MTHLY PHONE/MAY 2019	5/2019	5/5-6/4/19 126851	6,445.89
126362	99-4463	INTEGRIS HEALTH INC dba I	NTPHYSICAL/NEW RESERVE	5/2019	2019-25466	475.00
126611	99-4690	TOTAL RADIO, INC	POWER SUPPLY REPAIR	5/2019	101010360-1	1,589.55
126850	99-4700	COX COMMUNICATIONS	MTHLY PHONE/APRIL 2019	5/2019	4/1-4/30/19 126850	6,292.12
126612		EMBLEM ENTERPRISES, INC.		5/2019	753930	477.53
126620	99-4779	CITY WIDE PLUMBING, INC.	RESTART HOT WATER TANK	5/2019	5680	115.00

5/16/2019 10:17 AM

PURCHASE ORDER CLAIM REGISTER

FUND: 10 - GENERAL FUND

		WEST PUBLISHING CORPORATIO	NWESTLAW SUBSCRIPTION	5/2019	840189934`	638.57
	99-68					
26681		A & M ELECTRIC, INC	SERVICE CALL	5/2019	6559	80.00
	99-68	A & M ELECTRIC, INC	MOVE ELECTRIC	5/2019	6562	134.45
23860	99-7216	US CELLULAR	MONTHLY CELL PHONE	5/2019	0307652064	26.55
26096	99-7256	OKLAHOMA GANG INVESTIGATOR	SSEMINAR FEE	5/2019	017A	225.00
26098	99-7256	OKLAHOMA GANG INVESTIGATOR	SSEMINAR FEE	5/2019	017	225.00
26626	99-7391	BUILDERS SUPPLY INC.	LOCKS/INTERVIEW DOOR	5/2019	765002	490.00
26180	99-7612	SUBWAY, INC	MEAL FOR MEETING	5/2019	1005	33.24
25753	99-8074	SPECIAL OPS UNIFORMS, INC	UNIFORMS FOR NEW HIRE	5/2019	788916	342.50
25598	99-8216	HILAND DAIRY FOODS CO.LLC	MILK FOR PRISONERS	5/2019	9061802	21.00
25608	99-8434	FLEETCOR TECHNOLOGIES d/b/	aCNG/APRIL 2019	5/2019	NP56046766	220.05
26757	99-8539			5/2019		110.16
26486	99-8812	OKLAHOMA STATE DEPT OF HEA	LEMRA RENEWAL	5/2019	EMRA-132 2019	20.00
23269	99-8817		NPRINTER/COPIER LEASE PYMN			2,327.00
26476	99-8936		.PUMP/LIGHTS/VLVS/HOSES			100.30
26325	99-9198		HOTEL RESERVATIONS		75516 5/3/19	
23855	99-9288		GARAGE-ALARM MONITORING			25.00
23835	99-9288 99-9398	THE UPS STORE #3965			0011 5/1/19	
26484	99-9598 99-9569		OXYGEN CYLENDAR REFILLS			96.00
		VERIZON WIRELESS SERVICES				40.01
		VERIZON WIRELESS SERVICES				400.10
23241	99-9009	VERIZON WIRELESS SERVICES	LWIRELESS CHARGES-IPADS	J/2019	9626990702	400.10
					FUND TOTAL:	48,546.62
UND: 20 -	- SMA-AUTHC					SUMMARY REPOR
26678	99-103	ONG	GAS/MARCH 2019	5/2019	MARCH 2019 126678	3,689.81
		LAMPTON WELDING SUPPLY CO,				18.48
24081	99-10302	LAMPTON WELDING SUPPLY CO,	BOTTLE RENTAL	5/2019	917778	29.46
26222A	99-10302	LAMPTON WELDING SUPPLY CO,	PLASMA CUTTER SUPPLIES	5/2019	4819200	22.89
26509	99-1037	AMERICAN TEXTILE SCREENPRI	NPRINT-SEWER MANIFEST	5/2019	34154	414.90
26384	99-10488	ADMIRAL EXPRESS LLC	OFFICE SUPPLIES	5/2019	2032000-0	50.89
23865	99-10547	BEASLEY TECHNOLOGY INC	DATA STORAGE	5/2019	COR-105390	112.50
23866A	99-10547	BEASLEY TECHNOLOGY INC	REMOTE MONITORING	5/2019	COR-105345	137.50
23867	99-10547	BEASLEY TECHNOLOGY INC	MTHLY COMPUTER MAINT	5/2019	COR-105447	2,250.00
22992	99-10558	TECHNICAL PROGRAMMING SERV	IMAILING OF UTILITY BILLS	5/2019	103737	1,830.45
25343	99-10774	TIMOTHY CHRISTOPHER PENDLE	YPEST CONTROL	5/2019	4734	207.50
25998	99-10811	ROGER G GUINN dba GUINNS C	OTWO NEW GATES	5/2019	125308	1,791.00
24584	99-1112	WASTE MANAGEMENT OF OKLAHO	MCITY WIDE CLEANUP	5/2019	2226449-1006-9	215.00
26775		WASTE MANAGEMENT OF OKLAHO				
		HACH CHEMICAL INC				
25902	99-1992		5BLANKET-SMALL REPAIRS			
25920	99-1992		5BATTERY			
25922	99-1992		5HERBICIDES			
26214	99-1992		5TOOLS			
26505		JOHN DEERE FINANCIAL ACCT#				
		A & W TOWING INC.				95.00
22998						
	99-3633	PIRLIC SERVICE COMDANY OF				
23857		PUBLIC SERVICE COMPANY OF				
	99-3707	O'REILLY AUTOMOTIVE INC O'REILLY AUTOMOTIVE INC	FILTERS FOR MOWER	5/2019	153-161462	20.04-

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FUND: 20 - SMA-AUTHORITY FUND

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
124288	99-3908	VERDIGRIS VALLEY ELEC COOP	SWRCE ELECTRIC	5/2019	4/1-4/30/19 124288	12.24	
123398	99-4112	ACCURATE ENVIRONMENTAL INC	C.TESTING FOR DEQ PERMIT	5/2019	BD25066	240.00	
125094	99-4112	ACCURATE ENVIRONMENTAL INC		5/2019	S14625	375.00	
126504	99-4112	ACCURATE ENVIRONMENTAL INC	LAB TESTING SUPPLIES	5/2019	SU30153	406.77	
126700	99-4112	ACCURATE ENVIRONMENTAL INC	C.OPED FOR MAY 2019	5/2019	BE08075	250.00	
122991A	99-4936	WASTE MANAGEMENT OF TEXAS,	REFUSE COLLECTION SRVC	5/2019	2224365/2224879	115,580.93	
124078	99-5493	AQUARIUS ENTERPRISES INCOF	RPDI BOTTLE RENTAL	5/2019	276669	139.50	
126681	99-68	A & M ELECTRIC, INC	MOVE ELECTRIC	5/2019	6562	134.45	
126680	99-7011	LOWE'S HOME CENTERS, INC.	WIRE FOR BOOSTER PUMP	5/2019	10416236 5/9/19	185.87	
123860	99-7216	US CELLULAR	MONTHLY CELL PHONE	5/2019	0307652064	150.56	
126776	99-7868	WESTLAKE HARDWARE INC	LOCK FOR SLIDING WINDOW	5/2019	8140129	11.14	
121397	99-7994	BANCFIRST	DEBT SERVICE PAYMENTS	5/2019	SERIES 2012 5/7/19	136,479.16	
125943	99-7994	BANCFIRST	REVENUE BONDS/2013	5/2019	SERIES 2013 5/7/19	205,255.41	
123399A	99-7998	AMERICAN ENVIRONMENTAL LAN	IDSLUDGE DISPOSAL FEE	5/2019		872.03	
126512	99-8373	IDEXX DISTRIBUTION, INC.	SUPPLIES-E COLI TESTING		3047096059	415.00	
125608	99-8434	FLEETCOR TECHNOLOGIES d/b/	aCNG/APRIL 2019	5/2019	NP56046766	147.18	
126778	99-8626	CHARLEY E LOYD C & L LOCKS	MNEW KEY/CHEVY TRUCK		10520	90.00	
125985	99-9084		ICLEVEL TRANSMITTER		3198	9,083.12	
125993	99-9084		ICBACKUP COMPONENTS		3212	5,800.00	
126379	99-9084	,	ICRE-PROG PRESSURE SYS			2,160.00	
126397	99-9084		ICTHREE SCADA UPS			850.47	
123676A	99-9207		PLCOPPER EFF EVALUATION			1,440.00	
123954	99-9207		PLENGINEERING SERVICES			5,000.00	
123951	99-9207	S2 ENGINEERING SERVICES. E	PLCHLORAMINATION SYSTEM	5/2019	06-716	1,076.00	
123853	99-9859	VERIZON WIRELESS SERVICES	PLCHLORAMINATION SYSTEM	5/2019	9828767727	16.00	
120000	55 5005			572015	5626767727	10.00	
					FUND TOTAL:	523,037.11	
FUND: 29	- STORMWATH	ER MANAGEMENT				SUMMARY REPO	ORT
126678	99-103	ONG	GAS/MARCH 2019	5/2019	MARCH 2019 126678	451.79	
126166	99-10753	CHARLIE'S TEE'S	T-SHIRT & HOODIES	5/2019	4/17/19 126166	359.97	
121319	99-1992	JOHN DEERE FINANCIAL ACCT#	5MISC OPERATIONAL SUPPLIES	5/2019	N61460/2 4/4/19	24.98	
126760	99-3707	O'REILLY AUTOMOTIVE INC	FUEL, OIL, AIR FILTERS	5/2019	153-168893	141.22	
123860	99-7216	US CELLULAR	MONTHLY CELL PHONE	5/2019	0307652064	26.55	
		TRIKNTRUX		5/2019		100.00	
125608	99-8434	FLEETCOR TECHNOLOGIES d/b/	'aCNG/APRIL 2019	5/2019	NP56046766	155.18	
126754	99-8539	CROW BURLLNGAME COMPANY	VEHICLE MAINTENANCE	5/2019	01060021032	287.80	
					FUND TOTAL:	1,547.49	
FUND: 30	- STREET &	ALLEY				SUMMARY REPO	ORT
126678	99-103	ONG	GAS/MARCH 2019	5/2019	MARCH 2019 126678	267.61	
124314	99-10302	LAMPTON WELDING SUPPLY CO,	GAS & O2 REFILLS	5/2019	04818302	57.86	
126166			T-SHIRT & HOODIES				
122844	99-1992	JOHN DEERE FINANCIAL ACCT#	5MISC WORK/SAFETY SUPPLIES	5/2019	N57083/2 3/26/19	42.90	
126163	99-1992		5VARIOUS HAND TOOLS				
122842	99-3707		MISC TRUCK PARTS/SUPPLIES			154.38	
123860	99-7216		MONTHLY CELL PHONE			26.55	
126756	99-8539	CROW BURLINGAME COMPANY	2 HYDRAULIC HOSES	5/2019	01060021106	177.74	
126755	99-9572	YELLOWHOUSE MACHINERY CO. C	FFUEL PUMP AND FILTER	5/2019	428821	93.58	
	JJ JJ12	Internet and the second s	TITE LOUR AND LITTEN	J/ 201J	120021	23.30	

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FUND: 30 - STREET & ALLEY

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2.0.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
26758	99-9572	YELLOWHOUSE MACHINERY CO C	DFEQUIP MAINT/ASPHALT ZIP	5/2019	429146	428.52	
					FUND TOTAL:	2,414.89	
'UND: 31	- CEMETERY	MAINTENANCE				SUMMARY	REPORT
L24134	99-10252	CECIL COX ENTERPRISES	FLATS & REPAIRS	5/2019	3042775	45.00	
26678	99-103	ONG	GAS/MARCH 2019	5/2019	MARCH 2019 126678	408.72	
26556	99-1436	AARON FENCE CO., INC.	FENCE PANELS	5/2019	136659	206.76	
26568	99-191	FARMERS FEED, INC.	TWO BAGS KROBAR	5/2019	5/14/19 126568	169.00	
24128	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR VEHICLES	5/2019	153-165517	19.71	
24955	99-3707	O'REILLY AUTOMOTIVE INC	HUSTLER MOWER PARTS	5/2019	153-167208	13.70	
26558	99-3707	O'REILLY AUTOMOTIVE INC	VEHICLE PARTS	5/2019	153-168992	6.99	
26560	99-3707	O'REILLY AUTOMOTIVE INC	DUST CAP, SEAL, BEARING	5/2019	153-167669	212.58	
L26563	99-5367	SOUTHSIDE MOWERS, INC.	TWO WEEDEATERS	5/2019	147892	528.00	
L26559	99-68	A & M ELECTRIC, INC	CHANGE TO LED LIGHTS	5/2019	6542	1,690.00	
26564	99-7868	WESTLAKE HARDWARE INC	SHOVELS, RAKES, TAPES	5/2019	8140183 5/14/19	120.52	
23420	99-8372	SAWYER ENTERPRISES	MOWING-FLOWING FLOOD PROP		300050619	950.00	
25608	99-8434	FLEETCOR TECHNOLOGIES d/b/	aCNG/APRIL 2019	5/2019	NP56046766	18.74	
126562	99-9572		OFDRIVE SHAFT & COUPLER		430723	356.16	
					FUND TOTAL:	4,745.88	
TUND: 32	- HUNTING a	¥ FISHING				SUMMARY	REPOR
23878	99-10516	HINSCH MARY	CARETAKER AGREEMENT	5/2019	832854	286.00	
23885	99-10516	HINSCH MARY	LAKE CARETAKER STIPENED	5/2019	MAY 2019 123885	750.00	
23888	99-7876	DEWAYNE MOTE	STOCK CHANNEL CATFISH	5/2019	1424 5/13/19	1,251.00	
					FUND TOTAL:	2,287.00	
FUND: 33	- GOLF COUN	RSE				SUMMARY	REPORT
26144	99-10065	KUBOTA OF NORTHWEST ARKANS	SAREPAIR KUBOTA TRACTOR	5/2019	W05008	207.60	
26147	99-10065	KUBOTA OF NORTHWEST ARKANS	SA2 HYDRAULIC OIL FILTERS	5/2019	P22228	328.99	
L26678	99-103	ONG	GAS/MARCH 2019	5/2019	MARCH 2019 126678	427.77	
26143	99-2199	PROFESSIONAL TURF PRODUCTS	S, NOZZEL	5/2019	1452097-00	97.46	
26280	99-4550	SOUTH CENTRAL GOLF, INC	ADVERTISING/GOLF OK	5/2019	10811	400.00	
24260	99-4700	COX COMMUNICATIONS	MTHLY CABLE PAYMENT	5/2019	06716801 4/29/19	57.98	
26146	99-5278	R & R PRODUCTS, INC.	PARTS FOR TORO MOWER	5/2019	CD2338993	327.87	
26277	99-6568		GOLF BAGS FOR RESALE	5/2019	14689682	136.00	
26136	99-779	INTERNATIONAL SAFETY, LLC	SAFETY SUPPLIES	5/2019	463608	93.75	
126284	99-9107	ROGER CLEVELAND GOLF CO, I	INHATS, GLOVES, BALLS	5/2019	5647211 SO	738.15	
126145	99-9974	BOWERS OIL CO.	UNLEADED AND DIESEL	5/2019	38108	2,033.52	
					FUND TOTAL:	4,849.09	
UND: 34	- LIBRARY					SUMMARY	REPOR
26678	99-103	ONG	GAS/MARCH 2019	5/2019	MARCH 2019 126678	440.25	
26309	99-10802	MAYFEILD, MEGAN	MILEAGE/MEAL REIMB	5/2019	4/23/19 126309	81.22	
123540	99-7963		JANITORIAL SERVICES	5/2019	MAY 2019 123540	345.00	
L23541	99-7963	TAMMY YVONNE TALLEY	JANITORIAL SERVICES	5/2019	MAY 2019 123541	950.00	

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	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
					FUND TOTAL:	2,881.47	
UND: 35	- PARKS & H	RECREATION				SUMMARY	REPORI
26667	99-10225	CARLTON E CLINE	PIPE REPAIRS/SPLASH PAD	5/2019	1436	250.00	
26678	99-103	ONG	GAS/MARCH 2019	5/2019	MARCH 2019 126678	1,145.75	
26670	99-10488	ADMIRAL EXPRESS LLC				229.28	
26256	99-1992	JOHN DEERE FINANCIAL ACCT#			N56499/2 3/25/19	429.99	
26656	99-1992	JOHN DEERE FINANCIAL ACCT#	5NUTS/BOLTS	5/2019	N71449/2 4/23/19	19.37	
26447	99-3707	O'REILLY AUTOMOTIVE INC	FILTERS FOR MOWER	5/2019	153-166413	47.90	
26654	99-4608	STEWART MARTIN INC	BLADES & BELTS	5/2019	11268S	744.00	
24402	99-4700	COX COMMUNICATIONS	CABLE SERVICE	5/2019	067168801 4/29/19	7.37	
23860	99-7216	US CELLULAR	MONTHLY CELL PHONE	5/2019	0307652064	26.55	
26669	99-7868		TOILET/WAS RING/SEAT			71.99	
25608	99-8434	FLEETCOR TECHNOLOGIES d/b/			NP56046766	111.36	
23887	99-8545		JANITORIAL SRVCS-PARK BAT			750.00	
26653	99-8717	P & K EQUIPMENT			3229707	375.23	
23881	99-9288		SENIOR CENTER-ALARM MONIT			25.00	
23882	99-9288	ADVANCE ALARMS, INC				25.00	
					FUND TOTAL:	4,258.79	
UND: 36	- SWIMMING	POOL				SUMMARY	REPORT
26665	99-10225	CARLTON E CLINE	REPAIRS	5/2019	1438	975.00	
26666	99-10225	CARLTON E CLINE	SHOWER REPAIRS	5/2019	1437	455.00	
26678	99-103	ONG	GAS/MARCH 2019	5/2019	MARCH 2019 126678	23.58	
26661	99-10488	ADMIRAL EXPRESS LLC	TOILET PAPER DISPENSER			139.93	
26263	99-6469	GREAT PLAINS COCA-COLA BOT	TFOUNTAIN SYRUP/CARBINA	5/2019	18179200270	1,063.18	
26657	99-68			5/2019		849.90	
26009	99-8484	SHERWIN WILLIAMS COMPANY,	IPAINT ROLLERS/BRUSHES	E/2010			
				J/ZUI9	1193-5	29.57	
	99-9288	ADVANCE ALARMS, INC	ALARM MONITORING			29.57 25.00	
24000A	99-9288 99-9624	ADVANCE ALARMS, INC THE FOOL STORE LLC			1193-5 1728928 57455		
24000A				5/2019	1728928	25.00	
24000A 26265		THE POOL STORE LLC		5/2019	1728928 57455	25.00 479.20	REPORI
24000A 26265 UND: 44	99-9624	THE POOL STORE LLC DROFARE		5/2019 5/2019	1728928 57455	25.00 479.20 4,040.36	REPORI
24000A 26265 UND: 44 23869	99-9624 - MAJOR TH	THE POOL STORE LLC DROFARE SIGNALTEK, INC	POOL CHEMICALS	5/2019 5/2019	1728928 57455 FUND TOTAL: 15824	25.00 479.20 4,040.36 SUMMARY	REPORT
24000A 26265 UND: 44 23869 26150	99-9624 - MAJOR THO 99-2507 99-2507	THE POOL STORE LLC DROFARE SIGNALTEK, INC	POOL CHEMICALS MAINTENANCE AGREEMENT EMERGENCY REPAIRS	5/2019 5/2019 5/2019 5/2019 5/2019	1728928 57455 FUND TOTAL: 15824	25.00 479.20 4,040.36 SUMMARY 725.00	REPORT
24000A 26265 JND: 44 23869 26150 23852	99-9624 - MAJOR THO 99-2507 99-2507 99-3633	THE POOL STORE LLC DROFARE SIGNALTEK, INC SIGNALTEK, INC	POOL CHEMICALS MAINTENANCE AGREEMENT EMERGENCY REPAIRS OEXPRESSWAY LIGHTS	5/2019 5/2019 5/2019 5/2019 5/2019 5/2019	1728928 57455 FUND TOTAL: 15824 15823	25.00 479.20 4,040.36 SUMMARY 725.00 3,357.32	REPORT
24000A 26265 JND: 44 23869 26150 23852	99-9624 - MAJOR THO 99-2507 99-2507 99-3633	THE POOL STORE LLC DROFARE SIGNALTEK, INC SIGNALTEK, INC PUBLIC SERVICE COMPANY OF	POOL CHEMICALS MAINTENANCE AGREEMENT EMERGENCY REPAIRS OEXPRESSWAY LIGHTS	5/2019 5/2019 5/2019 5/2019 5/2019 5/2019	1728928 57455 FUND TOTAL: 15824 15823 9538248620 4/30/19	25.00 479.20 4,040.36 SUMMARY 725.00 3,357.32 199.71	REPORI
24000A 26265 JND: 44 23869 26150 23852 22835	99-9624 - MAJOR THO 99-2507 99-2507 99-3633 99-8909	THE POOL STORE LLC DROFARE SIGNALTEK, INC SIGNALTEK, INC PUBLIC SERVICE COMPANY OF	POOL CHEMICALS MAINTENANCE AGREEMENT EMERGENCY REPAIRS OEXPRESSWAY LIGHTS	5/2019 5/2019 5/2019 5/2019 5/2019 5/2019	1728928 57455 FUND TOTAL: 15824 15823 9538248620 4/30/19 251877	25.00 479.20 4,040.36 SUMMARY 725.00 3,357.32 199.71 443.14	
24000A 26265 UND: 44 23869 26150 23852 22835 UND: 45	99-9624 - MAJOR THO 99-2507 99-2507 99-3633 99-8909 - CAPITAL :	THE POOL STORE LLC DROFARE SIGNALTEK, INC SIGNALTEK, INC PUBLIC SERVICE COMPANY OF DUNHAM'S ASPHALT SERVICE,	POOL CHEMICALS MAINTENANCE AGREEMENT EMERGENCY REPAIRS OEXPRESSWAY LIGHTS IPATCH	5/2019 5/2019 5/2019 5/2019 5/2019 5/2019	1728928 57455 FUND TOTAL: 15824 15823 9538248620 4/30/19 251877 FUND TOTAL:	25.00 479.20 4,040.36 SUMMARY 725.00 3,357.32 199.71 443.14 4,725.17	
24000A 26265 UND: 44 23869 26150 23852 22835	99-9624 - MAJOR THO 99-2507 99-2507 99-3633 99-8909 - CAPITAL 2 99-10159	THE POOL STORE LLC DROFARE SIGNALTEK, INC SIGNALTEK, INC PUBLIC SERVICE COMPANY OF DUNHAM'S ASPHALT SERVICE,	POOL CHEMICALS MAINTENANCE AGREEMENT EMERGENCY REPAIRS OEXPRESSWAY LIGHTS IPATCH ,FIRE TRNG FACILITY BID	5/2019 5/2019 5/2019 5/2019 5/2019 5/2019	1728928 57455 FUND TOTAL: 15824 15823 9538248620 4/30/19 251877 FUND TOTAL:	25.00 479.20 4,040.36 SUMMARY 725.00 3,357.32 199.71 443.14 4,725.17 SUMMARY	

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FUND: 46 - WATER & SEWER SALES TAX

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
126753	99-10289	ROBERTS TRUCK CENTER OF OF	KL2 MOTOR CONTROL ACCU	5/2019	411183026	83.80	
126678	99-103	ONG	GAS/MARCH 2019	5/2019	MARCH 2019 126678	359.99	
126456	99-10560	CORE & MAIN LP	BRASS FITTINGS	5/2019	K420641	192.00	
L26460	99-10560	CORE & MAIN LP	GREEN & BLUE FLAGS	5/2019	K503962	144.00	
126530	99-10560	CORE & MAIN LP	MANHOLE RING & LID	5/2019	K514613	185.00	
L26461	99-141	LOCKE SUPPLY CO.	L1-16B STREET ELBOWS	5/2019	37142744-00	20.70	
124721	99-1992	JOHN DEERE FINANCIAL ACCT	#5HAND TOOLS	5/2019	N56954/2 3/29/19	321.87	
L26752	99-3707	O'REILLY AUTOMOTIVE INC	BLEND DOOR ACTUATOR	5/2019	153-167692	29.94	
L26528	99-7178	T-G EXCAVATING, INC.	COAT SEAL	5/2019	219000-01	2,650.00	
123860	99-7216	US CELLULAR	MONTHLY CELL PHONE	5/2019	0307652064	100.61	
125608	99-8434	FLEETCOR TECHNOLOGIES d/b,			NP56046766	216.39	
					FUND TOTAL:	4,304.30	
FUND: 48	- WATER RES	SOURCE				SUMMARY REE	PORT
126456	99-10560	CORE & MAIN LP	BRASS FITTINGS	5/2019	K420641	840.00	
					FUND TOTAL:	840.00	
FUND: 55	- INSURANCE	E FUND				SUMMARY REE	PORT
125362	99-10743	HUB INTERNATIONAL MIDWEST	LHEALTH INS., MAY 2019	5/2019	MAY 2019 125362	239,176.40	
					FUND TOTAL:	239,176.40	
FUND: 57	- E-911 FUN	ID				SUMMARY REE	PORT
123813	99-4319	AT&T	MONTHLY E-911 CHARGES	5/2019	5/1-5/31/19 123813	236.90	
					FUND TOTAL:	236.90	
FUND: 58	- JUVENILE	JUSTICE FUND				SUMMARY REE	PORT
123693	99-7564	HUMAN SKILLS & RESOURCES	IPROBATION SERVICES-JUVENI	5/2019	4/1-4/30/19 123693	1,250.00	
123694			IDRUG TESTING/JUVENILE COU				
					FUND TOTAL:	1,355.00	
FUND: 65	- STREET IN	MP.SALES TAX				SUMMARY REE	PORT
121396	99-7994	BANCFIRST	DEBT SERVICE PAYMENTS	5/2019	SERIES2014 5/7/19	52,677.29	
					FUND TOTAL:	52,677.29	
FUND: 81	- G.O. BONI) SINKING FUND				SUMMARY REE	PORT
124430	99-3168	BANK OF OKLAHOMA, N.A.	DEBT SERVICE PAYMENTS	5/2019	2010SA 6/1/19	621,451.25	
					FUND TOTAL:	621,451.25	
FUND: 83	- G.O.BOND	CONSTR FUND				SUMMARY REE	PORT
114688B	99-5348	PLANNING DESIGN GROUP	SPORTS COMPLEX	5/2019	4684	6,500.00	
124278	99-8129	MSB CONSTRUCTION LLC	SEWER IMPROVEMENTS	5/2019	1804-9	261,922.99	
					FUND TOTAL:	268,422.99	
					GRAND TOTAL:	1,803,619.84	

PERIOD	G/L	ACCOUNT	NAME	AMOUNT
5/2019	10	501-301	TRAINING & TRAVEL	153.18
5/2019	10	501-311	PROFESSIONAL SERVICES	2,500.00
5/2019	10	503-301	TRAINING AND TRAVEL	450.00
5/2019	10	504-311	PROFESSIONAL SERVICES	567.50
5/2019	10	504-407	BOOKS	638.57
5/2019	10	506-301E	EMPLOYEE TRAINING/RECOGNITION	231.62
5/2019	10	508-214	OPERATIONAL SUPPLIES	90.21
5/2019	10	508-315	FEES & OTHER CHARGES	25.00
5/2019	10	508-331	UTILITIES	214.11
5/2019	10	509-201	OFFICE SUPPLIES	190.29
5/2019	10	511-201	OFFICE SUPPLIES	26.34
5/2019	10	511-211	JANITORIAL SUPPLIES	63.56
5/2019	10	511-214E	EMS SUPPLIES	507.81
5/2019	10	511-221	FUEL AND OIL	220.05
5/2019	10	511-241	SAFETY EQUIPMENT	1,751.00
5/2019	10	511-302	DUES AND SUBSCRIPTIONS	160.00
5/2019	10	511-331	UTILITIES	1,536.38
5/2019	10	511-332	COMMUNICATIONS	400.10
5/2019	10	511-352	MAINTENANCE-VEHICLES	205.46
5/2019	10	511-353	MAINT-BUILDINGS & FIXTURE	225.00
5/2019	10	512-202	POSTAGE	24.17
5/2019	10	512-214	OPERATIONAL SUPPLIES	1,689.53
5/2019	10	512-301	TRAINING AND TRAVEL	514.00
5/2019	10	512-311	PROFESSIONAL SERVICES	475.00
5/2019	10	512-314	UNIFORM CLEANING	820.03
5/2019	10	512-321	PRISONER CARE	742.48
5/2019	10	512-331	UTILITIES	754.26
5/2019	10	512-352	MAINTENANCE-VEHICLES	1,648.56
5/2019	10	512-353	MAINTENANCE-BUILDINGS	605.00
5/2019	10	513-301	TRAINING & TRAVEL	125.00
5/2019	10	513-313	PRINTING	260.00
5/2019	10	513-331	UTILITIES	406.46
5/2019	10	513-332	COMMUNICATIONS	26.55
5/2019	10	517-241	SAFETY SUPPLEIS	100.00
5/2019	10	517-332	COMMUNICATION	40.01
5/2019	10	518-318	NUISANCE ABATEMENTS	80.00
5/2019	10	590-141	CONTRACT LABOR	2,500.00
5/2019	10	590-312	ADVERTISING	236.35
5/2019	10	590-315	FEES & OTHER CHARGES	785.00
5/2019	10	590-331	UTILITIES	115.08
5/2019	10	590-332	COMMUNICATIONS	12,738.01
5/2019	10	590-353	MAINT-BUILDING & FIXTURES	304.50
5/2019		590-401	EQUIPMENT	10,939.00
5/2019	10	590-505	LEASE PAYMENTS	2,327.00

TOTAL

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAI
5/2019	10	591-390	CONTINGENCY FOR EXP NOT BUDGET	134.45	48,546.62
5/2019	20	523-231	MINOR TOOLS	177.43	
5/2019	20	523-260	MINOR EQUIPMENT AND FURNISHING	11.14	
5/2019	20	523-311	PROFESSIONAL SERVICES	1,830.45	
5/2019	20	523-332	COMMUNICATIONS	124.63	
5/2019	20	523-351	MAINTENANCE-EQUIPMENT	22.89	
				825.28	
			OFFICE SUPPLIES	50.89	
5/2019	20	524-214	OPERATIONAL SUPPLIES	71.90	
5/2019	20	524-221	FUEL & OIL	79.32	
5/2019	20	524-260	MINOR EQUIPMENT & FURNISHINGS	850.47	
5/2019	20	524-301	TRAINING AND TRAVEL	375.00	
5/2019	20	524-311	PROFESSIONAL SERVICES	10,223.12	
			FEES & OTHR CHGS-SKIATOOK		
5/2019	20	524-331	UTILITIES	8,636.83	
5/2019	20	524-341	RENTAL OF EQUIPMENT	168.96	
5/2019	20	524-354	MAINTENANCE-FACILITIES	1,976.87	
5/2019	20	524-405	FACILITIES	8,146.00	
5/2019	20	525-212	CHEMICALS	179.98	
5/2019	20	525-21401	OPERATING SUPPLIES-LAB	821.77	
5/2019	20	525-221	FUEL & OIL	67.86	
5/2019	20	525-231	MINOR TOOLS	32.98	
5/2019	20	525-311	PROFESSIONAL SERVICES	1,440.00	
5/2019	20	525-311D	PROF SERVICES-TESTING	240.00	
		525-313		414.90	
		525-331		693.16	
			COMMUNICATIONS	25.93	
				18.48	
				872.03	
			MAINTENANCE-EQUIPMENT	29.95	
			MAINTENANCE-FACILITIES		
5/2019	20	527-141	CONTRACT LABOR	115,580.93	
		527-315B	FEES & OTH CHG-HAULING	7,821.99	
		528-141	CONTRACT LABOR	5,000.00	
		590-141	CONTRACT LABOR	2,500.00	
		590-331	UTILITIES	115.08	
			BUILDING MAINTENANCE	207.50	
			BOND EXP - SERIES 2012		
			REVENUE BOND EXP - SERIES 2013		
			REVENUE BOND TRUSTEE FEES		
			CONTINGENCY NOT BUDGETED		523,037.1
5/2019	29	529-214	OPERATING SUPPLIES	24.98	
5/2010	20	529-221	FUEL & OIL	155.18	

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
5/2019	29	529-314	UNIFORMS	359.97	
5/2019	29	529-331	UTILITIES	451.79	
5/2019	29	529-332	COMMUNICATIONS	26.55	
5/2019	29	529-352	MAINTENANCE-VEHICLES	529.02	1,547.49
5/2019	30	530-214	OPERATING SUPPLIES	57.86	
5/2019	30	530-231	MINOR TOOLS	307.85	
5/2019	30	530-314	UNIFORM CLEANING	900.80	
5/2019	30	530-331	UTILITIES	267.61	
5/2019	30	530-332	COMMUNICATIONS	26.55	
5/2019	30	530-351	MAINTENANCE-EQUIPMENT	854.22	2,414.89
5/2019	31	531-141	CONTRACT LABOR	950.00	
5/2019	31	531-212	CHEMICALS	169.00	
5/2019	31	531-221	FUEL & OIL	18.74	
5/2019	31	531-231	MINOR TOOLS	120.52	
5/2019	31	531-260	MINOR EQUIPMENT & FURNISHINGS	528.00	
5/2019	31	531-331	UTILITIES	408.72	
5/2019	31	531-351	MAINTENANCE-EQUIPMENT	627.44	
5/2019	31	531-352	MAINTENANCE-VEHICLES	26.70	
5/2019	31	531-353	MAINT-BUILDINGS	1,690.00	
5/2019	31	531-354	MAINTENANCE-FACILITIES	206.76	4,745.88
5/2019	32	532-141	CONTRACT LABOR	750.00	
5/2019	32	532-142	PERMIT SALES COMMISSION	286.00	
5/2019	32	532-405A	FISH STOCKINGS	1,251.00	2,287.00
5/2019	33	533-215	PRO SHOP SUPPLIES	874.15	
5/2019	33	533-221	FUEL & OIL	2,033.52	
5/2019	33	533-241	SAFETY SUPPLIES	93.75	
5/2019	33	533-312	ADVERTISING	400.00	
5/2019	33	533-331	UTILITIES	427.77	
		533-351	MAINTENANCE-EQUIPMENT	961.92	
5/2019	33	533-354	MAINTENANCE-FACILITIES	57.98	4,849.09
5/2019	34	534-141	CONTRACT LABOR	1,295.00	
5/2019	34	534-290	GRANT EXPENSE-OTHER	1,065.00	
5/2019	34	534-301B	TRAINING & TRAVEL-STATE AID	81.22	
5/2019	34	534-331	UTILITIES	440.25	2,881.47
5/2019	35	535-141	CONTRACT LABOR	750.00	
5/2019	35	535-211	JANITORIAL SUPPLIES	229.28	
5/2019	35	535-221	FUEL AND OIL	111.36	
5/2019	35	535-260	MINOR EQUIPMENT & FURNISHINGS	429.99	
5/2019	35	535-311	PROFESSIONAL SERVICES	50.00	

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
5/2019	35	535-331	UTILITIES	1,145.75	
5/2019	35	535-332	COMMUNICATIONS	33.92	
5/2019	35	535-351	MAINTENANCE-EQUIPMENT	1,417.13	
5/2019	35	535-353	MAINT-BUILDINGS/FIXTURES	71.99	
		535-354	MAINTENANCE-FACILITIES	19.37	4,258.79
					·
5/2019	36	536-212	CHEMICALS	479.20	
5/2019	36	536-213	CONCESSION SUPPLIES	1,063.18	
5/2019	36	536-260	MINOR EQUIPMENT & FURNISHINGS	139.93	
5/2019	36	536-311	PROF SERVICES	25.00	
5/2019	36	536-331	UTILITIES	23.58	
5/2019	36	536-351	MAINTENANCE-EQUIPMENT	2,279.90	
5/2019	36	536-353	MAINT-BUILDINGS/FIXTURES	29.57	4,040.36
5/2019	44	544-331	UTILITIES	199.71	
5/2019	44	544-354	MAINTENANCE-FACILITIES	4,525.46	4,725.17
5/2019	45	533-501C	NOTE PAYMENTS	11,696.09	
5/2019	45	546-405B	FACILITIES - CONTRACT	125.75	11,821.84
5/2019	46	1699	INVENTORY PURCHASED	171.66	
5/2019	46	546-221	FUEL AND OIL	216.39	
5/2019	46	546-231	MINOR TOOLS	321.87	
5/2019	46	546-331	UTILITIES	359.99	
5/2019	46	546-332	COMMUNICATIONS	100.61	
5/2019	46	546-352	MAINTENANCE-VEHICLES	113.74	
5/2019	46	546-354	MAINTENANCE-FACILITIES	3,020.04	4,304.30
5/2019	48	1699	INVENTORY PURCHASED	840.00	840.00
5/2019	55	555-391	LIFE INS PREM-OTHERS	4,906.88	
		555-392	FEES & OTHER-OTHERS	234,269.52	239,176.40
•, _ • - • - •				,	
5/2019	57	557-31501	FEES & OTHER CHARGES-WIRELESS	236.90	236.90
5/2019	58	558-141	CONTRACT LABOR	1,250.00	
5/2019	58	558-311	PROFESSIONAL SERVICES	105.00	1,355.00
5/2019	65	565-501	BOND EXP -SERIES 2004/2014	39,166.66	
5/2019	65	565-501I	2004/2014 DEBT SERVICE - INT	13,177.30	
5/2019	65	565-502	REVENUE BOND TRUSTEE FEES	333.33	52,677.29
5/2019	81	581-501I	G.O. BOND INTEREST	40,651.25	
5/2019	81	581-501P	G.O. BOND PRINCIPAL	580,000.00	
5/2019	81	581-502	FISCAL AGENT FEES	800.00	

PERIOD G/L ACCOUNT	NAME	AMOUNT	TOTAL 621,451.25
5/2019 83 571-405B	FACILITIES - CONTRACT	261,922.99	268,422.99
5/2019 83 578-311B	PROF SVCS-ENG (CA & INSP)	6,500.00	
	GRAND TOTA	AL ESTIMATE:	0.00
	GRAND TOTA	AL ACTUAL:	1,803,619.84

REPORT TOTAL: 1,803,619.84



AGENDA ITEM

Consent Agenda 7.B.

City Council Regular	
Meeting Date:	May 20, 2019
Submitted For:	Joan Riley, City Manager
Submitted By:	Amy Hoehner, Legal Assistant
Department:	City Manager
Presented By:	Joan Riley

SUBJECT:

Consider approving an agreement with Cox Oklahoma Telcom, LLC d/b/a Cox Communications to provide Enhanced Emergency Number (E-911) Service to the citizens of Sapulpa, Oklahoma.

BACKGROUND:

The attached Agreement updates and replaces our current agreement with Cox to work in conjunction with AT&T to provide Enhanced Emergency Number (E-911) Service. The arrangement has been in place since 2004 and no substantive changes are made to the proposed updated Agreement. The term of the Agreement shall be from the July 1, 2019 through the end of the fiscal year or June 30, 2020.

RECOMMENDATION:

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

Attachments

E-911 Service Agreement

AGREEMENT FOR ENHANCED EMERGENCY NUMBER (E-911) SERVICE

THIS Agreement for Enhanced Emergency Number (E-911) Service ("Agreement") is made and entered into as of this ______ day of _______, 2019, by and between Cox Oklahoma Telcom, L.L.C., d/b/a Cox Communications ("COMPANY"), a Delaware Corporation, having its principal place of business as 715 NE 122nd Street, Oklahoma City, OK 73114 and the City of Sapulpa, having its principal place of business at P.O. Box 1130, Sapulpa, OK 74067 ("CITY").

WHEREAS, COMPANY is a Telecommunications Service Provider as defined by Oklahoma Administrative Code 165:55, providing telecommunications services in the State of Oklahoma, and the CITY.

WHEREAS, pursuant to its obligation to provide telecommunications services to its subscribers within its certified service areas, COMPANY has built a telecommunications system in the CITY.

WHEREAS, the CITY desires to have COMPANY, in conjunction with AT&T, provide Enhanced Emergency Number (E-911) Service, which shall include, but not be limited to, the development of a Master Street Address Guide (MSAG), selective routing, Automatic Location Identification (ALI) and the Automatic Number Identification (ANI) services.

WHEREAS, COMPANY is willing to furnish, install, and maintain said features, subject to the terms and conditions set forth, as well as those contained in its approved tariff.

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

- 1. This Agreement is entered into between COMPANY and the CITY for provision of facilities by COMPANY to the CITY for the CITY's use in its efforts to receive reports of emergencies from the public in the CITY's designated service areas.
- 2. As authorized by the Nine-One-One Emergency Number Act, 63 O.S. Supp. 196, Sections 2814 and 2815 and resolution of the City Council of Sapulpa, Oklahoma, COMPANY will collect from service users, and remit to the CITY, the E-911 service fee assessed on local exchange access lines. For this service, COMPANY will retain two percent (2%) of the first five percent (5%) of the total amount collected.
- 3. Service is provided solely for the use and benefit of the CITY and the provision of such service shall not be interpreted or construed as creating

any obligation of COMPANY toward, or any right of action on behalf of any third part or other legal entity.

4. The CITY will be responsible for implementation and ongoing administration of all E-911 data management associated with its E-911 Service.

The CITY's responsibilities include:

- (a) Identifying CITY's boundaries for police, fire and emergency medical services and providing this information to AT&T and COMPANY on the forms provided by AT&T.
- (b) Coordinating the accuracy of Master Street Address Guide (MSAG) information used to update the Automatic Location Identifications (ALI) data file and advising COMPANY of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in jurisdictional boundaries, annexation or any other matter that will affect the routing of any E-911 call to the City's PSAP. Changes, deletions, and additions which the CITY desires to have made in the MSAG files shall be submitted to COMPANY on an "as occurred" basis. COMPANY shall process MSAG file changes to the AT&T Data Base Management System as documented in the Interconnect Agreement between the two companies. MSAG file changes are to be submitted by the CITY to COMPANY at the following address:

Cox Oklahoma Telcom, L.L.C., d/b/a Cox Communications Attn: Shelly Lindsay or Donnice Robinson 2312 N.W. 10th Street Oklahoma City, OK 73107 Fax: (405) 600-6722

- 5. MSAG updates will be processed by COMPANY as quickly as reasonably possible after receipt of information from the CITY. The ALI data file will be updated as quickly as reasonably possible following completion of the order for service.
- 6. If the CITY defaults in the payment of any amounts due hereunder or violates any other provision in the Agreement, and if such default or violation continues for thirty (30) days after written notice thereof from COMPANY, COMPANY may terminate this Agreement forthwith by written notice to the CITY.

- 7. The parties hereto further agree that, in the absence of any delay occasioned by events or factors, which are beyond the control of COMPANY, the in-service date for the services covered by this Agreement shall be July 1, 2019.
- 8. Where service is provided under this contract for use in connection with the CITY-provided communications equipment, the operating characteristics of such equipment shall be such as not to interfere with any of the features offered by COMPANY. The CITY agrees to use public safety communications equipment that is standard in the industry and adequate to handle its 911 calls.
- 9. Additions, modifications, or removals of features will be made by COMPANY at the CITY's request. Each such addition, modification, or removal will be subject to the charges and rates in effect at the time the work is performed.
- 10. COMPANY's Credit Records and Billings (CRB) records are confidential and proprietary. The CITY will maintain the confidentiality of these records and will establish controls to ensure this information is only used in connection with CITY's provision of E-911 Service.
- 11. COMPANY will provide maintenance at no additional cost for the CITY's E-911 Service on a two (2) hour response time, twenty-four (24) hours a day. The CITY will be provided the names of COMPANY's personnel to notify when emergency repair is required for the CITY's E-911 Service.
- 12. While it is the intent of the CITY to renew this Agreement, the parties agree and understand that the CITY, being a political subdivision of the State of Oklahoma, cannot be bound in this Agreement past its current fiscal year of June 30, 2020. Therefore, the parties agree that the contract term shall be from the date of execution through the end of the CITY's current fiscal year, June 30, 2020; and that parties upon mutual agreement may renew this Agreement at the end of the contract term for successive one-year periods. In no event shall the CITY be bound to any such renewal until and unless the City Council approves this renewal. In no event shall the CITY be obligated financially or otherwise or be subject to any penalty or damage for failure of the CITY to renew this Agreement.
- 13. COMPANY shall not be liable to the CITY for any damages arising out of errors, interruptions, defects, failures or malfunctions of E-911 Services, including, but not limited to, damages arising from errors or defects of associated equipment and data processing systems, except that the CITY shall be entitled to an allowance for interruptions.

- 14. Neither party shall be held responsible for any delay or failure in performance under this Agreement to the extent that such delay or failure is caused by circumstances beyond the control of such party, including without limitation, fire, flood, explosion, war, acts or omissions of carriers and other similar conditions ("Force Majeure Condition"). If a Force Majeure Condition occurs, the party whose performance is affected shall notify the other party and shall resume performance as soon as reasonably possible.
- 15. In the course of implementing and administering the E-911 Services, COMPANY may provide the CITY certain confidential numbers and proprietary information, including nonpublished telephone numbers. The CITY agrees to keep such information confidential and to refrain from disseminating such information except to employees and agents of the CITY who, during the course of their employment need to have access to such data for the purpose of implementing and administering E-911 Services. When such information is no longer needed for that purpose, the CITY will return such information to COMPANY at COMPANY's reasonable request.
- 16. The failure of either party to enforce any of its provisions of this Agreement, or a waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provisions, but the same shall, nevertheless, be and remain in full force and effect.
- 17. The CITY and COMPANY agree to comply with all applicable Federal, State and local laws, regulations, and codes in the performance of this Agreement.
- 18. Costs incurred by COMPANY for services requested by the CITY over and above those specified in this Agreement shall be charged to the CITY, as incurred, on a time and material basis.
- 19. All notices or other communications changes hereunder (other than MSAG file changes) shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, postage paid and addressed as follows:

To the CITY:

Chief of Police City of Sapulpa 20 N. Walnut Sapulpa, Oklahoma, 74066

To the COMPANY

Cox Oklahoma Telcom, L.L.C., d/b/a Cox Communications Attn: Government Affairs 715 NE 122nd Street Oklahoma City, OK 73114

- 20. The address to which notices may be given or made by either party may be changed by written notice given by such party to the other pursuant to this paragraph.
- 21. The terms of this Agreement, and each of them, cannot by waived, altered or amended unless the same be consented to in writing by the parties hereto.
- 22. This Agreement contains the entire Agreement of the parties with respect to the service described herein, and no other Agreement, statement, or promises made by any party, or to any employee, officer, or agent of either party, which is not contained in the Agreement shall be binding or valid.
- 23. COMPANY acknowledges that this Agreement is contingent upon the availability of funds provided by the assessment of emergency telephone fees imposed by the City Council in accordance with the Nine-One-One Emergency Number Act, 63 O.S., 2811 et seq., as amended. COMPANY further acknowledges that this Agreement is subject to the appropriation of sufficient funds in each fiscal year for which E-911 Services are provided and, in the event of the failure of the CITY to appropriate funds as herein provided, the Agreement shall be null and void without further action by the CITY. (Oklahoma Constitution Article 10 Section 26).
- 24. COMPANY and the CITY shall each have the right to cancel this Agreement as follows:
 - (a) COMPANY shall have the right to cancel in the event of the violation of the CITY of any of the terms and conditions hereof upon ninety (90) days written notice of cancellation to the CITY and failure by the CITY to cure such violation within such period.
 - (b) The CITY shall have the right to cancel in the event of the violation by COMPANY of any terms and conditions hereof upon ninety (90) days written notice of cancellation to COMPANY and failure by COMPANY to cure such violation within such period.

IN WITNESS WHEREOF, said parties have caused this Agreement to be executed in their behalf as of the date indicated below.

BY:_____

Mayor City of Sapulpa, Oklahoma

Date

Attest: City Clerk

Attorney

Cox Oklahoma Telcom, L.L.C.

BY:_____ Percy Kirk Senior Vice President & Region Manager

Date



AGENDA ITEM

Community Development 9.A.

City Council Regular Meeting Date: May 20, 2019 Submitted By: Nikki Howard, Urban Development Director Department: Planning & Development Presented By: Nikki Howard

SUBJECT:

Discussion and possible action regarding the application by Lisa Morgan and Jonathon Powdrill, Oklahoma Medibiles, for a Specific Use Permit, SUP-035, to allow Commercial Medicinal Marijuana processing located a 805 East Hobson Avenue, Ste A, Sapulpa, Oklahoma.

BACKGROUND:

The subject property is located at the Northeast corner of East Hobson Avenue and North Birch Street. The building has three tenant spaces. The subject tenant space (Suite A) is currently vacant, Suite B is a salon.

As stated by the applicant:

- Products produced for wholesale will be cannabis infused butter, honey, coconut oil, EVOO (Olive oil), hard candies, chocolates, nutrition bars, all containing the appropriate labels, nutrition facts, allergy warnings and other labeling requirements as set forth by the OMMA.
- Cannibus material left over from butter, honey, and other infusions will be used in other edible products, such as nutrition-type bars to virtually eliminate any waste.
- No solvents will be used in the extraction of the THC.
- No signage will be displayed on the exterior of the building.
- Air purifier with carbon filters will be installed to control odor. Each unit has a separate HVAC.
- May 9th a "test" batch of butter was processed. There was no odor detected either outdoors or in the adjoining salon.
- May 15 a "test" batch of honey was processed. Again there was no odor detected either outdoors or in the salon.

RECOMMENDATION:

The Sapulpa Metropolitan Area Planning Commission met on April 23, 2019 and voted 5-2 to recommend approval to City Council with all conditions listed on the SMAPC case report. Staff concurs with this recommendation.

Attachments

SMAPC staff report maps and plan



SAPULPA METROPOLITAN PLANNING COMMISSION (SMAPC) April 23, 2019 STAFF REPORT

FILE: OWNERS: ADDRESS:	SUP-035 Specific Use Permit Lisa Morgan & Jonathon Powdrill, Oklahoma Medibles 805 East Hobson Avenue, Suite A
PARCEL:	1000-00-030-000-0-110-00
STR:	Section 35, Township 18 North, Range 11 East
LEGAL:	The South 56 feet of Lot 6, Block 30, Original Town now City of Sapulpa, Creek County, State of Oklahoma, according to the recorded plat thereof.
LOT SIZE:	7500 square feet more or less
ZONING:	CS – Commercial Shopping
EXISTING USE: APPLICANT:	Commercial Lisa Morgan & Jonathon Powdrill
CC WARD:	Ward #2 Mr. John Anderson and Ms. Carla Gunn
PREPARED BY:	Nikki Howard – Urban Development Director

REQUEST:

The applicant requests a Specific Use Permit to allow Medicinal Marijuana Processing in a CG (Commercial Shopping) district.

APPLICABLE STATE AND MUNICIPLE CODE SECTIONS:

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

BACKGROUND:

A medical marijuana processor is defined as an entity that is licensed by the Oklahoma State Department of Health pursuant to 63 O.S. § 423A which allows the entity to purchase marijuana from a commercial grower, prepare, manufacture, package, sell to and deliver medical marijuana products to a dispensary licensee or other processor licensee; and may process marijuana received from a qualified patient into a medical marijuana concentrate, for a fee.

The subject property is located at the Northeast corner of East Hobson Avenue and North Birch Street. The building has three tenant spaces. The subject tenant space (Suite A) is currently vacant.

As stated by the applicant:

- Products produced for wholesale will be cannabis infused butter, honey, coconut oil, EVOO, hard candies, chocolates, nutrition bars, all containing the appropriate labels, nutrition facts, allergy warnings and other labeling requirements set forth by OMMA.
- Cannabis plant material left over from butter, honey, and other infusions will be used in other edible products, such as nutrition-type bars, to virtually eliminate any waste.
- No solvents will be used in the extraction of THC.
- No signage will be displayed on the exterior of the building.

SURROUNDING LAND USE AND ZONING:

North:	CS Commercial Shopping
East:	RS-3 Residential Single Family
South:	CG Commercial General
West:	RS-3 Residential Single Family

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

<u>Comprehensive Plan</u> :	The subject property is designated Office/Commercial on the Future Land Use Map (FLUM).
<u>Flood Zone</u> :	The subject property is not within a flood zone.

PUBLIC COMMENTS: Staff received one comment from a neighbor who is not in favor of the proposal.

STAFF RECOMMENDATION:

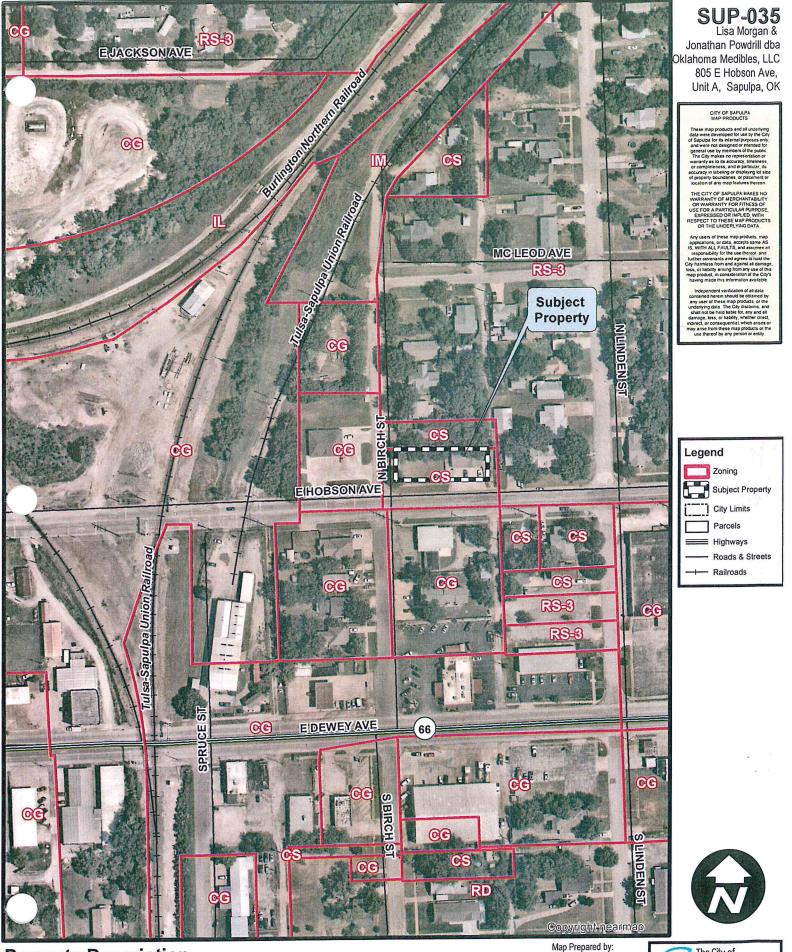
Recommended motion for SMAPC:

If SMAPC chooses to recommend **APPROVAL** of the application, staff recommends the following conditions:

- 1. The Medical Marijuana Processor will be permitted on the premises only. No mobile, moveable or transitory locations. The SUP is limited to processing. The SUP is coextensive in term with Applicant's current license from the OMMA for a Marijuana Processor and shall expire automatically upon the expiration, revocation or cancelation of said license.
- 2. The applicant shall submit a security plan for the location and shall contain the following:
 - a. Security surveillance cameras installed to monitor all entrances, along with the interior and exterior of the premises.
 - b. Alarm system which is professionally monitored and operated twenty-four (24) hours a day, seven (7) days a week.
 - c. A locking safe permanently affixed to the premises that shall store all marijuana and cash remaining in the facility overnight.
 - d. All marijuana in whatever form stored at the premises shall be kept in a secure manner and shall not be visible from outside the premises.
 - e. All of the security recordings shall be preserved for at least seven (7) days by the permit holder.
- 3. Sign Restrictions: No pictures, photographs, drawings or other depictions of marijuana or marijuana paraphernalia shall appear on the outside of the premises nor be visible outside of the premises. The words "Marijuana", "cannabis" and any other words used or intended to convey the presence or availability of marijuana shall not appear on the outside of the premises nor be visible from outside the premises.
- 4. All necessary building, electrical, plumbing, and mechanical, sign permits must be obtained.
- 5. The owner and operator of the facility shall use lawful methods in controlling waste or byproducts from any allowed activities under the license.
- 6. The marijuana processor facilities must be constructed in such a manner that the processing cannot be seen by the public from the public right of way or adjoining lots.
- 7. The marijuana processor facilities shall my located within an entirely enclosed and secured structure.
- 8. The Applicant's activities must be in compliance with all applicable state and local laws and regulations.
- 9. All processor facilities must be properly vented so as not create humidity, mold or other related problems.
- 10. All marijuana processor facilities shall be conducted in a manner that does not constitute a public nuisance. A public nuisance may be deemed to exist if processing marijuana produces light, glare, heat, noise, odor or vibration that is detrimental to public health, safety or welfare or interferes with the reasonable enjoyment of life and property.

ATTACHMENTS:

- 1. Vicinity & Zoning Maps
- 2. Site photos
- 3. Site plan
- 4. Business summary



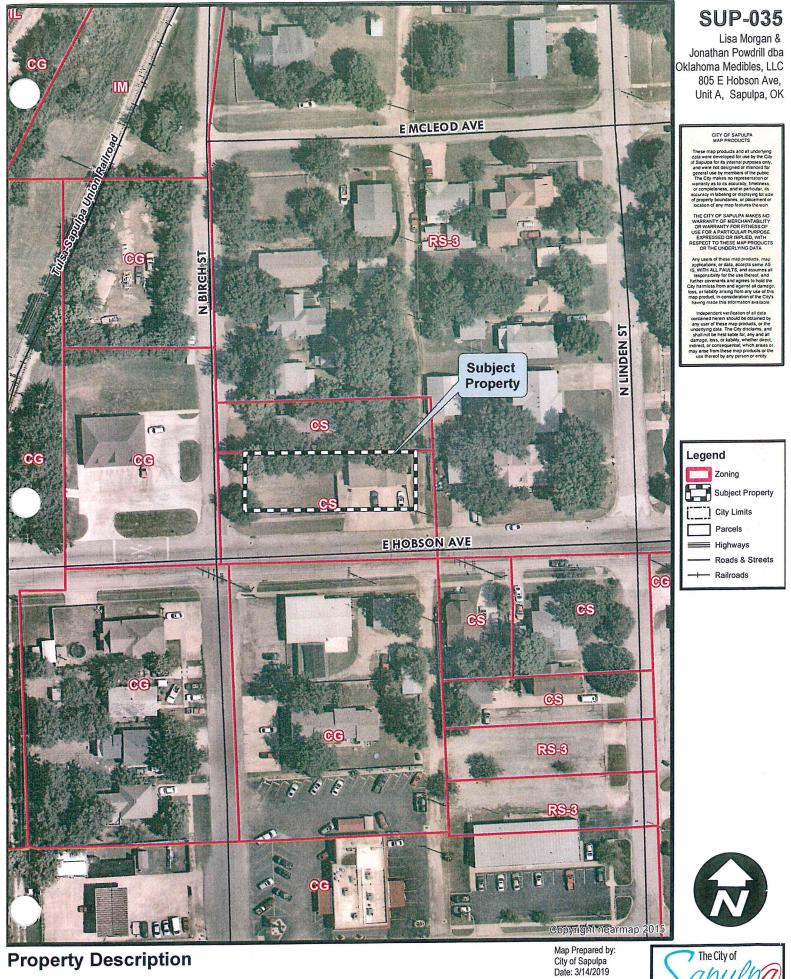
Property Description

Described as the south 56 ft of Lot 6, Block 30, O.T. Sapulpa, Creek County, Oklahoma E-911: 805 E Hobson Ave. Unit A. Sapulpa. OK 74066

0 37.5 75 150 225

300 Feet City of Sapulpa Date: 3/14/2019 Source Data: Creek County Assessors





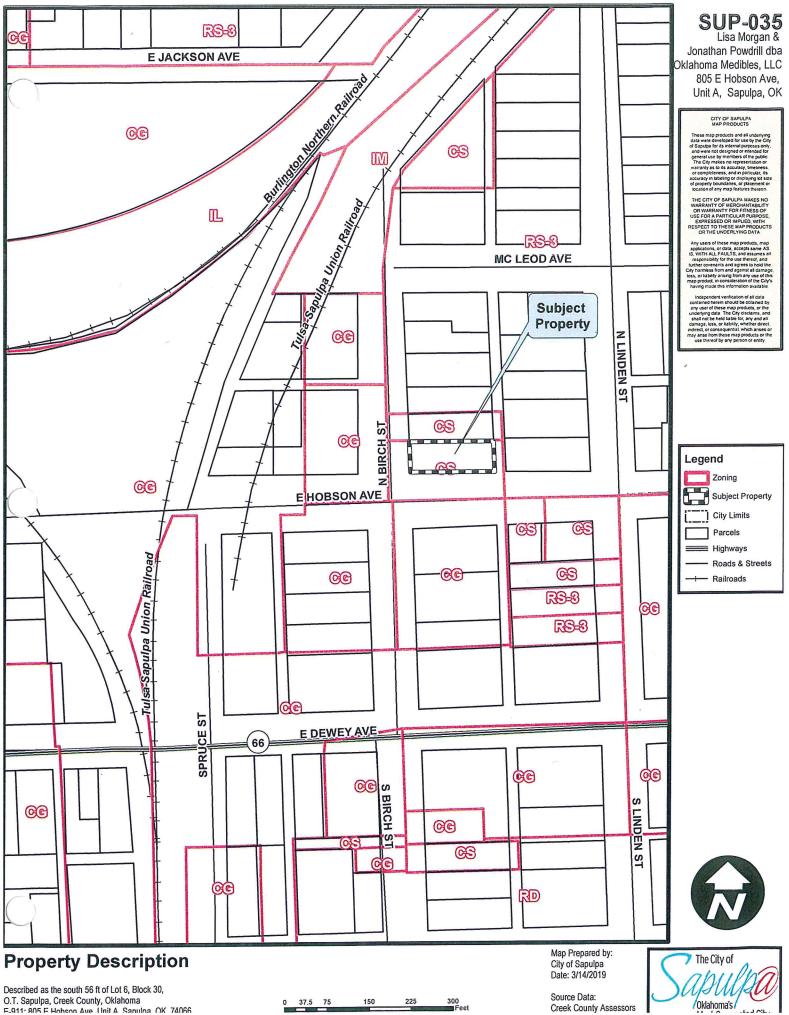
Property Description

Described as the south 56 ft of Lot 6, Block 30, O.T. Sapulpa, Creek County, Oklahoma F-911: 805 F Hobson Ave. Unit A. Sanulna. OK 74066



Source Data: Creek County Assessors





E-911. 805 F Hohson Ave Unit A Sanulna OK 74066



Google Maps 805 E Hobson Ave



Imagery ©2019 DigitalGlobe, Texas Orthoimagery Program, USDA Farm Service Agency, Map data ©2019 Google 100 ft



805 E Hobson Ave Sapulpa, OK 74066

Photos



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805 East Hobson, Unit A Sapulpa, Oklahoma 74066 oklahomamedibles@yahoo:com

ADDITIONAL INFO FOR SMAPC

Oklahoma Medibles is licensed by the OMMA (Oklahoma Medical Marijuana Authority), as a processor, at 805 East Hobson, Unit A.

We have registered with the OBNDD, as required by OMMA, and are currently awaiting an OBNDD registration number.

We will comply with all requirements as set forth by the State of Oklahoma and OMMA.

Monitored security will be installed, with alarms on doors and windows.

Opaque film will be installed on windows and door glass to prevent visibility from the outside to the inside.

All THC items will be locked in a safe.

No signage will be displayed on exterior of building.

No solvents will be used in the extraction of THC.

Products produced for wholesale will be cannabis infused butter, honey, coconut oil, EVOO, hard candies, chocolates, nutrition bars, all containing the appropriate labels, nutrition facts, allergy warnings and other labeling requirements set forth by the OMMA. Cannabis plant material left over from butter, honey and other oil infusions will be used in other edible products, such as nutrition-type bars, to virtually eliminate any waste.

1



AGENDA ITEM

Administration 10.A.

City Council Re	gular
Meeting Date:	May 20, 2019
Submitted For:	Steve Hardt, Economic Development Director
Submitted By:	Amy Hoehner, Legal Assistant
Department:	Public Works
Presented By:	Steve Hardt

SUBJECT:

Discussion and possible action regarding award of bid for the West Johnson area Waterline Improvements project by rejecting apparent low pecuniary bid from Cherokee Pride and awarding to Jerry's Excavation, Inc. as the lowest responsible bidder in the amount of \$290,986.00.

BACKGROUND:

Bids were recently received and reviewed by Tetra Tech Engineering for necessary waterline improvements for the West Johnson area waterline project. A total of eleven (11) bids were received and Jerry's Excavation, Inc. was determined to be the lowest responsible bidder in the amount of \$290,986.00. For further information, please see attachments.

RECOMMENDATION:

Staff and Tetra Tech recommend awarding bid as stated to Jerry's Excavation, Inc. in the amount of \$290,986.00.

Attachments

Tetra Tech Award Recomendation Letter Bid Documents Notice of Award



May 8, 2019

Mr. Steve Hardt City of Sapulpa 425 E Dewey Sapulpa, Oklahoma 74067

RE: AWARD RECOMMENDATION SAPULPA FIRE TRAINING FACILITIES WATERLINE IMPROVEMENTS SAPULPA, OKLAHOMA

Dear Mr. Hardt:

Attached is a copy of the Tabulation of Bids for the above-referenced project. We have thoroughly reviewed the eleven bids received. The lowest pecuniary bid was from Cherokee Pride for \$247,597.00. However, after due assessment of the factors relevant to bid responsibility, including the requisite skill, sound business practice, timeliness for work completion, and past satisfactory job performance, we recommend that the project be awarded to the lowest responsible bidder, Jerry's Excavation, Inc., of Hulbert, Oklahoma, in the amount of \$290,986.00. This amount is the second lowest pecuniary bid received and the total base bid. We have enclosed five copies of the Notice of Award for execution if you concur with our recommendation. Please sign all copies and return to our office. We will then prepare and forward the contract documents to the contractor.

If you have any questions, please contact the undersigned.

Sincerely,

Tetra Tech

Ryan Mittasch, P.E. Project Manager

RM/lv Enclosures



Date

cc: Jerry's Excavation, Inc.

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Periode and opened in the provisions of the Provisions of the Proof Press, North Andrew Provisions of the Proof Press, North Andrew Proof Press, North Andrew Press, N	\$229,075.00	\$16,705.00	\$100.00	\$1,375.00			\$475.00 \$100.00	\$212,370.00	\$1			\$9,375.00			\$1,600.00	\$17,500.00	\$1,500.00		9		\$3,000.00	\$400.00	\$100.00		\$100.00	\$200.00	\$400.00	\$1,000.00	\$500.00	\$1,000.00	TOTAL COST		ENGINEER'S ESTIMATE TETRA TECH 7645 E. 63rd STREET, #301 TULSA, OK 74133	LPA	TRAINING FACILI	TABULATION OF BIDS
DFESSIC			\$3,500.00	\$2.50					\$12,000.00	\$5,000.00	\$100.00			\$21.42	\$175.00	\$3,500.00	\$1,210.00	\$670.00	\$52.00	\$120.00	\$2,750.00	\$300.00	\$275.00	\$152.00	\$222.00	\$222.00	\$115.00	\$2,800.00	\$2,500.00	\$4,235.00	U.PRICE		Duncan a 10088 S Sapulp 918		TIES WATERLI	
ESSO Hardt. City of Sapulpa	\$458,390.14	\$19,928.00		\$687.50	4		\$7,885.00 \$275.00	\$438,462.14		\$4,147.50				\$27,139.14		\$17,500.00	\$1,210.00	\$670.00		\$120.00		\$1,200.00					\$230.00		\$2,500.00		TOTAL COST		Duncan and Sons, LLC 10088 S. 49th W. Ave Sapulpa, OK 74066 918-224-8065		SAPULPA FIRE TRAINING FACILITIES WATERLINE IMPROVEMENTS	
Sapulpa.			\$4,500.00	\$3.00	\$45.00	\$980.00	\$2.00		\$20,000.00	\$2,400,00	\$300.00	\$1.00	00.086\$	\$45.00	\$540.00	\$4,500.00	\$1,070.00	\$980.00	\$180.00	\$220.00	\$4,000.00	\$500.00	\$450.00	\$400.00	\$500.00	\$500.00	\$280.00	\$950.00	\$720.00	\$6,100.00	U.PRICE		H 12955 Sapul 911			
	\$464,798.00	\$20,823.00		\$825.00	\$1		\$190.00	\$443,975.00			\$600			\$57,015.00		\$22,500.00	\$1,070.00	\$980.00				\$2,000.00		6				\$950.00		Ş	TOTAL COST		H&H Frame 12959 S. Mesa Rd. Sapulpa, OK 74066 918-224-2068		Date: Time:	Job. No.
	-		\$5,000.00	\$6.00		Π			s	\$4,000.00	Π				\$500.00		\$3,000.00	\$2,000.00		\$600.00		\$1,000.00	\$800.00	Π			\$500.00		\$5,000.00	Π	U.PRICE		Goins E 3255 N. 1 Jopii 41		04/30/2019 11:00 a.m.	200-11390-17003
	\$689,324.00	\$34,715.00	\$5,000.00	\$1,650.00			\$1,425.00 \$700.00	\$654,609.00			\$500.00		\$203,200.00	\$164,710.00	\$116,370.00	\$25,000.00	\$3,000.00			\$600.00		Ş		\$					\$5,000.00	\$5,000.00	TOTAL COST		Goins Enterprises, Inc. 3255 N. County Lane 252 Joplin, MO 64801 417-659-6082			03

NOTICE OF AWARD

TO: JERRY'S EXCAVATION, INC. 9011 N. 547 RD. HULBERT, OK 74441

PROJECT DESCRIPTION: SAPULPA FIRE TRAINING FACILITIES WATERLINE IMPROVEMENTS

The OWNER has considered the BID submitted by you for the above described Work in response to its ADVERTISEMENT FOR BIDS dated _____APRIL 7 ____ 2019, and INFORMATION FOR BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$290,986.00.

You are required by the INFORMATION FOR BIDDERS to execute the AGREEMENT, and furnish the required Contractor's PERFORMANCE BOND, MAINTENANCE BOND, STATUTORY BOND, and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said AGREEMENT and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of ______, 2019

SAPULPA MUNICIPAL AUTHORITY OWNER

BY:____

REG GREEN

TITLE: MAYOR

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By	JERRY'S	EXCAVATION,	INC.
-			

this _____ day of _____, <u>2019</u>.

BY: ______ TITLE: ____ PRESIDENT

JERRY HALPAIN



AGENDA ITEM

Administration 10.B.

egular
May 20, 2019
David Widdoes, City Attorney
Amy Hoehner, Legal Assistant
Legal
David Widdoes

SUBJECT:

Discussion and possible action regarding approval of an Agreement with Municipal Code Corporation for online publication and hosting of the Sapulpa City Code in the amount of \$500.00.

BACKGROUND:

Online publication through the Municode platform will provide our citizens and staff unmatched access to the City Code. This service will automatically update the online edition anytime a revision or amendment occurs. These tools will make the rules and regulations of the City more accessible and allow the citizens of Sapulpa to be more informed. This is an annual agreement. The fee for the initial conversion is \$500.00, with the first year fee of \$1,195.00 waived. Subsequent year charges will be in the amount of \$1,195.00. Please see attachments for more detailed information.

RECOMMENDATION:

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

Fiscal ImpactAmount:\$500.00To be paid from:Legal Department Professional ServicesAccount number:10-504-311

Attachments

Agreement Informational email



Municipal Code Corporation | P.O. Box 2235 Tallahassee, FL 32316 info@municode.com | 800.262.2633 www.municode.com

April 26, 2019

Ms. Amy Hoehner City Attorney Post Office Box 1130 Sapulpa, OK 74067

Email Sent Via: ahoehner@cityofsapulpa.net

Dear Ms. Hoehner,

Thank you for speaking with Krystal Hays and expressing interest in utilizing Municode for supplementation services. We have reviewed the City's code and are pleased to submit the following information for your review.

Our team is driven by the desire to serve you and your citizens. We believe that quality customer relationships and exceptional service are what have set us apart in the legal codification industry since 1951. Our commitment to service inspires us to: provide you with the highest quality legal codification services in the industry; set the standard for online and mobile services; ensure that you receive the most accurate and timely supplements possible and to work with you as a long-term partner. Our desire to serve you is why we have chosen this profession.

Why Municode?

Integrity. *"Our word is our bond."* We believe that long-term relationships built on trust are built to stand the test of time. Our goal is to serve you and your citizens for the next 30 years or more.

Attorneys. We have a team of full-time attorneys. All of your legal work is completed by our experienced team of inhouse attorneys.

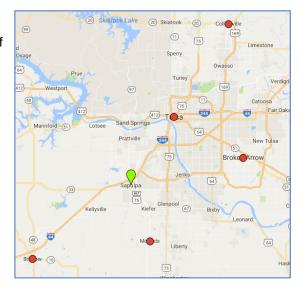
Experience. With over 4,200 customers in all 50 states, we are the nation's most trusted and experienced codifier of local government codes in the nation, currently hosting over 3,350 municipal codes online. Our team of attorneys has an average of over 20 years of codification experience. With over 215 professionals committed to serving you, we have the depth of knowledge and experience that it takes to stay at the forefront of legal and technological developments.

Relationships. For over 66 years, we have earned the trust, loyalty and respect of our customers by focusing on what is most important to us: our customers. We have a team of customer service professionals dedicated to serving you, your team and your citizens. No matter what the challenge, we are here for you.

Quality. We are committed to excellence in every product that we create. Our team of legal editors and legal proofreaders, each averaging over eight years of service, is dedicated to providing you with the most accurate and timely product available in the nation.

Technological Leadership. MunicodeNEXT is the nation's most advanced, accessible and intuitive website. With MunicodeNEXT, your staff and citizens can have access to your code of ordinances, all archived versions of your code, every official copy of your ordinances, the power to compare versions of your code over time, the ability to be notified every time your code is updated and a powerful search engine capable of simultaneously searching your code, ordinances, minutes, resolutions, budgets and more. Our web tools are designed to make your job easier, your code more accessible and your citizens more informed.

Commitment to Oklahoma. We are proud to serve 45 municipalities in Oklahoma, including several near Sapulpa. We regularly support the Oklahoma Municipal Clerks Association and Oklahoma Municipal League.



Why Our Clients Love Us

Applying our Legal Experience. We have a large team of full-time attorneys. This is a crucial factor to consider when assessing the qualifications of a codification company that is being considered for legal publication and supplementation services. We have been in business for over 66 years and have worked for decades serving the biggest and most advanced municipalities in the nation, as well as 45 clients located in Oklahoma. No other codification company has this level of experience and knowledge that can be harnessed for your benefit. In 2017, 93 municipalities that had no code, updated their code internally, or used another code publisher chose to join the Municode family based on our qualifications, experience, and reputation.

Team Approach. We have 14 legal editorial teams consisting of 55 legal editors and proofreaders. By partnering with us, you are provided with a depth of legal talent that is unmatched in the industry. You and your citizens deserve the best and deserve to have a team that will be here to serve you no matter what the situation.

Customer Service. Our goal is to fully understand your unique needs. Your Municode representative, Krystal Hays, is able to meet with you in person anytime. Krystal can also provide onsite training or host webinars throughout the term of the contract.

Your Representative. Municode's Regional Sales Representative, Krystal Hays, is located in North Texas. She is available to answer questions and meet with you, as needed. Krystal has worked as a code enforcement officer for over 10 years and has over 18 years of experience working with local governments. She frequents the area often and attends the Municipal League Conference, Clerks Conference and IIMC Conference. She is also supported by our entire staff in Tallahassee.

Real People. If you have a question, our response time is normally less than a few minutes via e-mail (constantly monitored) or within the half-hour for phone correspondence. When you call us, you will find that our phones are answered by our employees...not an automated answering service.

Personal Touch. We are a family-owned, medium size business which means you always receive a level of personal service that is unparalleled in the industry. We earn our reputation by providing exceptional customer service, offering helpful suggestions and developing solutions for your unique situation.

Responsible Citizen. We are proud to support numerous Clerk, Attorney, Municipal and County Associations. Additionally, we partner with the International Institute of Municipal Clerks and International Municipal Lawyers Association to provide services to their members. Our Vice President of Sales, Dale Barstow, is the former President of the Municipal Clerks Education Foundation. We are also extremely active within our community, supporting the United Way, Boys Town, the Tallahassee Veteran's Village and Ability First through quarterly employee volunteer days.

If you have any questions or desire additional information, please call and speak with Sales Representative Krystal Hays or our Vice President of Client Services, Steffanie Rasmussen. We are also happy to schedule a conference call or webinar with all interested parties, or meet with you personally. We are here to serve you!

Sincerely,

W. Eric Grant President

WEG/gm Cc: Steffanie Rasmussen, Vice President of Client Services steff@municode.com 800-262-2633 ext. 1148 Krystal Hays, Regional Sales Representative krystal@municode.com (214) 316-8352

Executive Summary

Republication, Supplementation and MunicodeNEXT:

Logic: Give your municipality a fresh start. Clean up the pagination, reprint all pages and replace binders and tabs, if needed. Quickly and efficiently transition your code to the most advanced suite of web/mobile services available in the nation: **MunicodeNEXT**.

()	Conversion into Municode database & republication.	. No charge ¹
0	Supplementation	.\$20 per page
()	Online hosting and support	.1 year free, then \$450 ²
())	Timeline	within 12 weeks

Pricing = Apples to Apples:

We realize that different companies call services by different names. Here are some important considerations to keep in mind when <u>comparing proposals</u>:

- Conversion into Municode database and republication of the code is no charge;
- Supplement charges single column per page rate of \$20;
- M The online code fee is waived for the first year and then only \$450 for our standard service,
- If you want to further enhance the transparency of your online code, you can upgrade to the MyMunicode package bundle for only \$1,195!
- Municode **does not** charge an extra fee for posting supplements online or printing your supplement pages. All of these services are already included in your supplement per page rate.

We will handle 100% of the publishing for you. This includes editing, page composition, proofreading, indexing, and delivering the information as printed or electronic copy. We understand the scope of this project to include a complete republication of your code, continued supplementation, and online hosting of your code. Upon completion of the republication project, supplementation services will commence.

When we republish your code, pages are recomposed to eliminate short pages, pages with blank backs and oddly numbered (point) pages. Following the re-composition, the entire code is reprinted and supplement number designations start over with supplement No. 1.

The process includes:

- Conversion to our database;
- Removal of supplement numbers;
- Updating of preliminary pages (title page, officials' page, and preface);
- New page numbers;
- Editing & proofreading;
- 10-point font, single column (unless otherwise instructed);
- Incorporation of maps, diagrams, charts and tables;
- Updating the index;
- Proofs provided for your review;
- Posting your newly republished code on MunicodeNEXT;
- Printing 5 new copies.

The process does not include:

- Reorganizing the structure of your code;
- Review by an attorney;
- Substantive editing or changes to the text.

¹ Please see page 4 for additional pricing details.

² Please see page 5 for additional features and pricing available on our MunicodeNEXT platform.

Quotation Sheet

Conve	rsion and Republication								
۵)	Conversion of code to Mur	nicode	e database					No	charge ³
()	Removal of supplement nu	Imbe	ſS					N	o charge
()	Updating of preliminary page	ges (title page, officials' p	age,	and preface)			N	o charge
()	New page numbers								o charge
0	Creation of a consistent sty								o charge
<u>()</u>	5 printed copies of the new							N	o charge
0	Inclusion of adopted legisla								\$20
0	Current code can be poste	d onl	ine as a PDF during	con	/ersion & repu	ublication project	t		
	Inclusion of Zoning Ordina	nce							\$500
	Additional copies, \$65 eac	h					qty_		\$
	Tabs, \$15 per set						qty_		\$
	3-post expandable binders	with	stamping, \$604 each	۱			qty_		\$
	3-ring vinyl binders, \$20 ea	ach (s	stamping not availab	e)			qty_		\$
	Binder Color: Binder Stamping Color:		Semi-Bright Black Gold		Dark Blue Silver	Hunter Gree	en		Burgundy

Supplement service base page rate⁵

Page Format	Base Page Rate
Single Column	\$20 per page

Base page rate above includes:

- Acknowledgement of material
- Data conversion, as necessary
- Editorial work and proofreading
- Updating the index
- Schedule as selected by you⁶
- Updating electronic versions⁷ and online code
- Printing 5 copies

Base page rate above excludes:

- 🥼 Freight, pre-billed
- State sales tax
- Graphics⁸ & tabular⁹ matter, per graphic or table
- Code on internet, first year fee waived

Electronic media options for Code of Ordinances (sent via download)¹⁰

Folio Bound Views	\$295 initially then \$100 per update
WORD (DOCX)	\$150 initially then \$75 per update
Adobe PDF of the code	\$150 initially then \$75 per update
Adobe PDF of each supplement	\$150 initially then \$75 per update

Payment for Supplements and Additional Services: Invoices will be submitted upon shipment of project(s).

Actual freight

If applicable

Selections on page 5

\$10

³ Provided Municode can rely upon the version of the code furnished and it is in an editable, electronic format. Conversion will take approximately 12 to 16 weeks upon receipt of all required materials.

⁴ Price does not include shipping costs. Quotations for 3-ring or alternate binders available upon request.

 ⁵ Prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.
 ⁶ Schedule for supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur more frequently than printed supplements.

⁷ We do not charge a per page rate for updating the internet, however a handling fee is charged for PDF, Word, Folio or additional electronic media items ordered.

⁸ Includes printing all copies. Additional fees may apply if graphics are printed color.

⁹ Tabular matter is defined as tables, algebraic formulas, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.

¹⁰ "delivery" is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as HTML, PDF, XML, Folio or Word, via one of the afore-mentioned mediums.

Online Services Quotation Sheet

The current code can be posted online as a PDF during the recodification project at no charge to you.

Please check the appropriate box(es) to indicate your selection. To learn more about our online services, you can participate in one of our free webinars here or view a pre-recorded version of the webinar here.

Value Pricing:

MyMunicode¹¹ <u>includes</u>: (first year fee waived)
 <u>MunicodeNEXT</u> (Online Code), <u>OrdBank</u>, <u>CodeBank</u>, <u>CodeBank Compare</u> + <u>eNotify</u>¹³, <u>MuniPRO</u>, and <u>Custom Banner</u>

A la carte pricing:

In lieu of purchasing the above package, online services can be purchased a la carte at the following rates:

	Online Code = MunicodeNEXT (annually) first year fee waived	\$450
	Collapsible TOC (Frameless Version); Mobile friendly site; In-line images & PDF's; Social Media sharing; Media sharing; Social Media sharing; Media sharing; Media sharing; Social Media sharing; HoocX); Hide the TOC; Print & Email; Internal Linking within the code; Static Linking/Bookmarking; Social Media sharing; Social Media sharing; Media)
	CodeBank (annually)	\$150
	CodeBank Compare + eNotify ¹⁴ (annually)	\$250
	MuniPRO Service (annually)	\$295
	Custom Banner (onetime fee)	\$250
	<u>MuniDocs¹⁵</u> annually, upgraded self-loading capabilities – <i>no charge until July 1, 2019!</i> Host any other municipal documents in a fully searchable format, including Minutes, Agendas, Resolutions, Budgets and more for self-loading to the MuniDocs platform!	\$350 ¹⁶
	ORDINANCES PENDING CODIFICATION	
Ор	otion 1) <u>OrdBank</u>	
	Per ordinance fee	\$35
	Flat annual fee (recommended if MyMunicode is not selected)	\$385
0-	tion 2) OrdBonk - OrdLink	

Option 2) OrdBank + OrdLink

Per ordinance fee	\$60
Flat annual fee (recommended if MyMunicode is not selected)	\$485

Municode does not charge an extra fee to update the internet - this is included in your supplement rate.

¹¹ Municode does not charge a per page rate for updating the online code (Internet). Your per page supplement rate for the

codification of new legislation is not affected by selecting our budget friendly and feature enriched MyMunicode bundle package. ¹² Total value if each item were to be purchased a la carte would be approximately \$1,530 per year with participation in our OrdBank service.

¹³ Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

¹⁴ Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.

¹⁵ Your MuniDocs files can also serve as storage for archived ordinances within the MuniDocs platform. Unlike our online OrdBank feature, these self-loaded archived ordinances will not be linked to the legislation within the online Code. All ordinances for codification and all ordinances for linking via our OrdBank feature can be emailed to us at <u>ords@municode.com</u>.

¹⁶ Includes up to 25 GB storage. Quote for additional storage available upon request.



This proposal shall be valid for a period of ninety (90) days from the date appearing below unless signed and authorized by Municode and the Client.

Term of Agreement. This Agreement shall begin upon execution of this Agreement and end three years after the publication date of the new code. Thereafter, the supplement service shall be automatically renewed from year to year provided that each party may cancel or change this agreement with sixty (60) days written notice. The provisions of this Contract which require the appropriations of monies are subject to the appropriation of adequate and sufficient funds by the City of Sapulpa as budgeted for each fiscal year. In the event the City does not or cannot appropriate funds for consecutive fiscal years during the term set forth in the Contract, the provisions for each remaining year shall be deemed null and void without further action by either party to this Agreement.

Submitted by:

	MUNICIPAL	CODE	CORP	ORATION
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Municode Officer:

Title: President

Date: April 26, 2019

Accepted by:

CITY OF SAPULPA, OKLAHOMA

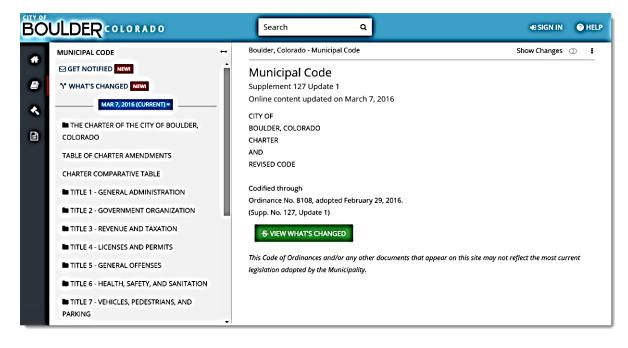
By:	 			

Title:			

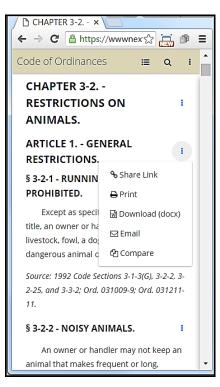
Date: _____

Standard Features of MunicodeNEXT

Responsive Design – Our team designed MunicodeNEXT to function on any device. Over 20% of our traffic is generated from a smartphone or tablet. Our user interface, based on Google's Material Design guidelines, ensures any device that accesses our application will have access to our full suite of features.

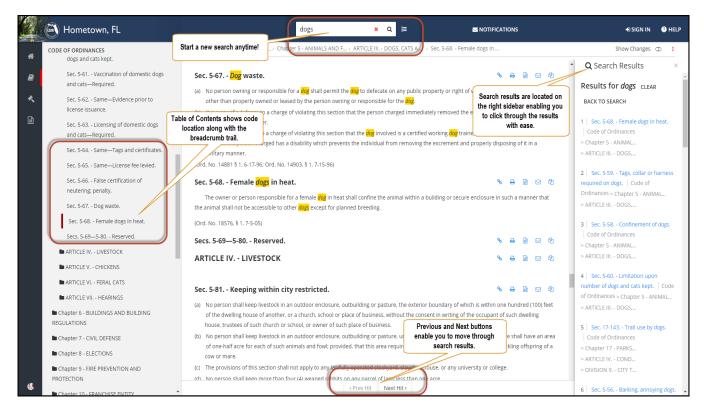


Mobile and Tablet friendly – Our application uses touch friendly icons, easy to access menus, and fly overs to expose all functionality while maintaining a clean, intuitive interface.



Print/Save/Email – Users can print, save (as WORD) or email files at the section level, as well as at the article or chapter level. You can print, save or email non-sequential sections from multiple portions of your code(s). Not all codification companies enable you to download WORD documents directly from the website. Being able to do so greatly enhances your ability to draft new legislation.

Searching – Municode leverages a powerful open source search platform that also power sites such as Stackexchange, Github, and Wikipedia. Search starts on a dedicated page, then moves to a persistent right-hand sidebar as you cycle through the results. This enables you to quickly move through search results without clicking "back" to a search results page. The code is also indexed by the section, returning more accurate, granular results. Search results can be sorted by relevance or book order as seen in the screenshot below.



Municode Search Components:

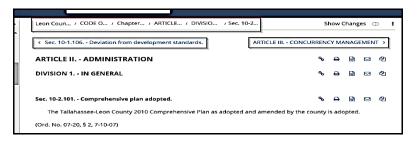
- Advanced Searching You and your power users can conduct searches using Natural Language (think Google) or Boolean Logic.
- Multiple Publications If you have multiple publications (code, zoning, etc.), they will all be searchable from one interface.
- Searchable ordinances With our OrdBank service, ordinances posted pre and post-codification are full-text searchable.
- Searching all content types If you use our OrdBank or MuniDocs service, you can search any combination of the code, ordinances, and MuniDocs simultaneously. Search results are labeled for easy identification.
- Narrow Searching Your users could search selected chapters or titles in order to pinpoint their searches and find what they are looking for as quickly as possible!
- Stored Searching MunicodeNEXT allows all search result listings to be bookmarked under your browser's bookmark tabs. Users need only conduct a search and press Ctrl+D to add the search result listing to your browser's tabs.



Search enhancements provided with our latest website upgrade include (see screenshot above):

- Multiple products as facets on the left.
- Number of hits in content types and products displayed.
- Ability to sort code results by <u>relevance</u> OR <u>book order</u>.
- Ability to sort ordinance results by relevance OR date order.
- Ability to sort MuniDocs (minutes, etc.) by <u>relevance</u> OR <u>date order</u>.
- Breadcrumb trail on each search result.
- Prev/Next buttons to navigate through hits.
- Synonym searching has recently been added to our online features!

Browsing – MunicodeNEXT provides a persistent breadcrumb trail when browsing or searching and a Previous/Next button at the top and bottom of any document you're viewing. The table of contents and content pane also stay in sync as you scroll to deliver the most intuitive reading experience possible.



- Internal Cross-Reference Linking Cross-references within your code are linked to their respective destination Article, Chapter or Section.
- Collapsible TOC The table of contents collapses, providing additional real estate with which you may view your code. Easily view your maps, graphs and charts by simply enlarging the item.
- Mouseover (cluetips) Navigate to your code and any linked cross-reference will quickly display in the pop-up preview window.
- Google Translate includes the Google Translate plugin, allowing users to view and navigate our hosted codes in over 100 languages.

(Cross-reference linking and mouseover shown below)

	(and basis a (party rate) protocol a sector and a	
4.08.020 - Council to prescribe conditions.	4.12.090 - Council approval of project budgeting.	ତ କ ଜି ⊠ ଅ
4.08.030 - Warranty limited.	In the event the petition is finalized as outlined in sections <u>4.12.040</u> and <u>4.12.050</u> , then the public works departmen improvement-project budget a line-item amount equal to the project s estimated cost plus ten percent. The city council	
14.08.040 - Exceptions to competitive bidding.	for extension to approve the line-item amount budgeted for the project, and may delete the line-item amount if the cos unfavorable or if other just cause is shown.	A. The council shall fix times of
Chapter 4.12 - LOCAL IMPROVEMENTS	(Ord. 395 § 5 (part), 1978: prior code § 48.10.035)	payment, penalties on delinquent payments, and the rate of
4.12.010 - Applicability.	4.12.100 - Assessment procedures.	interest on the unpaid balance of the assessments. Payment may
4.12.020 - Intent.	A. If the budget item is approved, all city costs related to the project, including identifiable initial administrative costs,	
4.12.030 - Petition to initiate proposal.	recorded in order that the actual project conto can be determined.	over such terms as the council
4.12.040 - Public hearing.	B. At the completion of the project the actual cost plus the interest generated on the account shall be divided among Section 4.12.120 to determine each property's assessment.	to be in one sum, payment may
4.12.050 - Balloting by property owners.	C. Within four months following the city council's adoption of the capital-improvement budget containing funding for	days a first second days
4.12.060 - Effect of ballot results.	establish a local improvement district or service area for the project, describing the included and affected propertie imposing assessments on an allocated basis and imposing liens.	assessment statement. The entire
4.12.070 - Who may initiate petition.	D. The city shall, after determining the assessments, transmit a copy of the assessment to each then-owner of record	assessment may be prepaid
4.12.080 - Waiver of sixty-percent requirement.	of required payment. The assessment shall run with the land and be an unrecorded lien there against, which may a option, be formally filed and recorded in the office of the recorder to become a lien of record. (Ord. 395 §5 (part), 1978; prior code §4.81.0040)	without interest or penalty within thirty days after mailing of the assessment statement and

Translation – MunicodeNEXT includes the Google Translate plugin, allowing users to view and navigate our hosted codes in over 100 languages.

Social Media Sharing – You and your users are able to share code sections via Facebook and Twitter. This will make it easier for you and your team to utilize social media in order to engage your citizenry and enhance your level of transparency.

Static Linking – Copy links of any section, chapter or title to share via email or social media.

Scrolling Tables and Charts - Headers stay fixed while you scroll through the table/chart.

GIS – We can provide a permalink to any code section and assist staff to create a link from your GIS system to relevant code sections.

In-line Images & PDFs – We take great care to ensure that your images match online and in print and are captured at the highest quality possible. Our online graphics can be enlarged by hiding the table of contents to maximize the image. Municode can also incorporate PDFs of certain portions of the code that have very specific viewing and layout requirements.

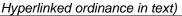
Website Accessibility – Our current website complies with level A of the Web Content Accessibility Guidelines (WCAG) 2.0.

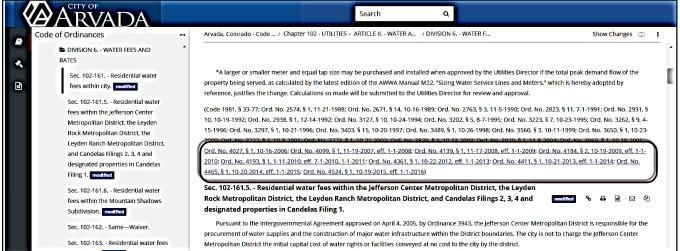
Support – Phone, email and web support for citizens and staff: 24-hour email response; phone support from 8:00 a.m. to 8:00 p.m. (Eastern). A variety of video tutorials are offered, and we are always available to host a personalized webinar for you and your staff to demonstrate our online features.

Premium Features of MunicodeNEXT

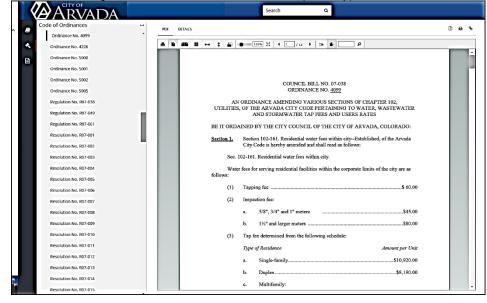
Custom Banner. We can customize the look and feel of your code to more closely match your website. Please note the custom banners in each of the screenshots provided in this sample.

OrdBank. With our OrdBank solution, newly adopted legislation will be posted online in between supplements. Upon the completion of your supplement, the ordinances will be linked in your history notes and stored in your OrdBank Repository under the "OrdBank" tab.

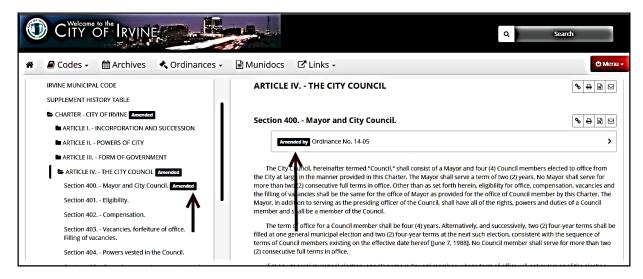




(One-Click access to the original ordinance in the OrdBank Repository)



OrdLink + OrdBank. Prior to incorporating the ordinances into your code via supplementation, the OrdLink feature can hyperlink newly adopted ordinances to the section being amended. Linked sections are highlighted in the table of contents and links are created from the amended sections to the new ordinances. Once the linked ordinances are incorporated into your code, they are added to your OrdBank repository and hyperlinked to your history notes. This service lets everyone know that new ordinances have been adopted.



CodeBank. Our CodeBank feature provides an online archival platform for previous supplements of your code. Empower your staff and citizens to access every previous version of your code with one click.

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• 12/31/2014 SUPPLEMENT 58	(Supp. No. Ma 60)
06/27/2014 SUPPLEMENT 57	This Code of Ordinances and/or any other documents that appear on this site may not reflect the most current legislation adopted by the Municipality.
• • • • • • • • • • • • • • • • • • •	Adopted Ordinances Not Yet Codified The listing below includes all legislation received by Municipal Code since the last update (printed or electronic) to the Code of Ordinances. This legislation has
02/27/2013 SUPPLEMENT 55	been enacted, but has not yet been codified.

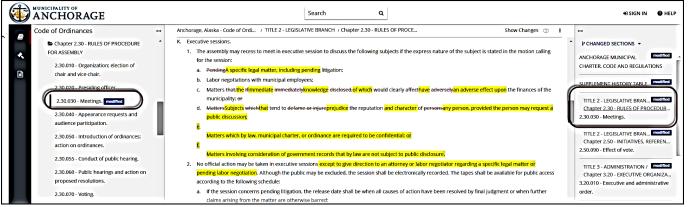
CodeBank Compare. Our CodeBank Compare service is a powerful feature that provides users the ability to select a past version of your online code and compare it to any other version of your online code. The differences will be shown via highlights (added material) or strikethrough (deleted material). The CodeBank feature is required in order to access CodeBank Compare. Users will be notified of the changes in the table of contents and within the text of the code via "modified," "new" or "removed" badges. Users can also select an option to view all of the changes in a single view, complete with strikethrough and highlights showing the specific textual changes that were made. The CodeBank Compare service will show all amendments to your code that were implemented during the most recent update.

eNotify. Our eNotify service allows users to enroll online and receive email notifications each time your online code is updated. This will empower your staff and citizens to receive instant notifications every time your online code is updated. The CodeBank Compare feature is required in order to utilize the eNotify service.

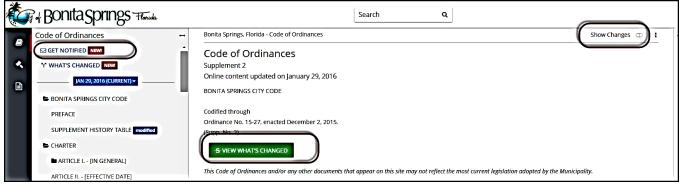
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Compare enhancements provided with our latest website upgrade include the ability to show changes in every version of the code stored in CodeBank.

(Changes are shown in your Text Changes Tab and in your Table of Contents)



(Show changes button and a custom banner are shown below)



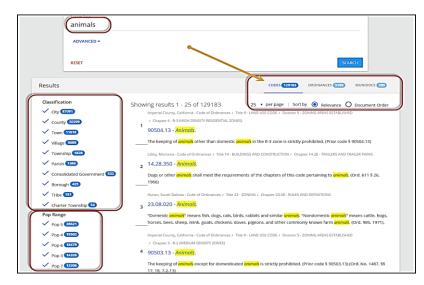
MuniDocs. Enables municipal users to send material of your choosing directly to us to upload documents to your online code. Let us do all the work and upload your minutes, resolutions, budgets, and or any other non-code material online. Your collection of documents, will be posted alongside your code and will be fully searchable and filterable for ease of use. No need for you and your staff to learn and manage a new system.

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Affordable Housing Task Force	Please use the table of contents pane to navigate to the document you're looking for.		
Community Services and Public Safety Committee	Alternatively, use the application-wide search box to search.		
Community Services Committee			
Development Agreement Committee			
Economic Development Committee			
Employee Services Committee			
Executive Committee			
Finance Committee			
Governmental Committee	•		
Grants and Minority Affairs Committee			
Human Resources Committee			
Information Technology Committee			

MuniPRO. MuniPRO Searching allows you to search the over 3,370 codes we host (the entire country, a single state or individually selected codes of your choosing). MuniPRO searches are ideal for researching local regulations of special interest or to find out how other communities are dealing with similar issues. If the IP based model is selected, only Multiple Code Searching is available. MuniPRO provides subscribers with the following tools:

- Multiple Code Search. Search all codes within one state, multiple codes within one state, or search all codes in the entire US hosted by Municode. Search results are sorted by relevancy and indicate the source publication, showing excerpts and keyword highlighting.
- MuniPRO Saved Searches. Save frequently used or complex searches for easy retrieval from the MuniPRO Dashboard.
- MuniPRO Notes. Create a note and attach it to any section in any publication. Note icons are present when viewing the section, alerting the user to a previously written note. A global listing of notes can be accessed and managed from the MuniPRO Dashboard.
- MuniPRO Drafts. Begin a new ordinance draft to keep track of pending legislation. Drafts icons are present when viewing the section, alerting the user to a previously created draft. A global listing of drafts can also be accessed and managed from the MuniPRO Dashboard.



Additional Services Available

Municode and our family of solutions, MunicodeLEGAL, MunicodePAY, MunicodeWEB, MCCi and **enCode**Plus offer a wide variety of services, all of which have been designed primarily to serve local governments. Please contact us for information and pricing on any of the services listed below, all of which may be purchased under this contract and all of which are competitively priced.

When selecting any of the solutions outlined below as your service provider, you can be assured of receiving the same excellent customer service and superior products that over 4,200 clients have come to expect from Municode! Municipalities that utilize a combination of our family of services can attest that in addition to lower overall costs, their workload is significantly reduced, their citizens are more informed, and they are receiving the best customer service experience possible... from the most reliable provider of government services in the nation...Municode! https://www.municode.com/

municode WEB

MunicodeWEB - Government Website Development. Let our team of web analysts and developers create or redesign a website for your municipality that provides your staff and citizens with a stunningly beautiful website that is simple for staff to use, easy for citizens to access, responsive, interactive, dynamic, and extremely efficient! Using the popular Drupal, open-source framework, we will work with you to understand your history, anticipate your future, define your priorities and achieve the long-term goals of your community.

When MunicodeWEB designs your completely mobile friendly website, our goal is to improve your image and your community profile, increase the self-service capacity of your residents, and empower your staff to create, edit and maintain website content as simply and efficiently as possible. The result will be an unparalleled municipal website solution at a very compelling price. To learn more about MunicodeWEB, please visit <u>www.ahaconsulting.com</u>

municode PAY

MunicodePAY offers a comprehensive, centralized electronic payment platform that includes a user-friendly citizen online portal that results in significant operational savings and improved customer retention. Your citizens will be able to pay their bills via the web, automated phone number or through your staff. Our platform is equipped with complete accounting and settlement functions that integrate with your CRM, finance and general ledger systems. Daily, weekly and monthly reports for easy tracking, and reconciliation of payments are available on demand in a variety of formats (including PDF, CSV and Excel).

With MunicodePAY, payments are collected faster, your operating procedures are simplified, and your citizens are happy. Currently, over 80 municipalities trust MunicodePAY to process over 10 million statements annually. Costs for these services are competitively priced and transaction based with low to no implementation costs. MunicodePAY also offers traditional **Statement Printing and Mailing** services, **Lock Box** Payment Processing Services and **Customer Call Center** Outsourcing Solutions. To learn more about MunicodePAY, please follow these links: Website: https://www.municode.com/#electronicpayments, Demo: https://wimeo.com/143619736



Municode Innovations (MCCi) understands the challenges organizations face every day with paper based processes. We provide innovative solutions that transform these challenges into smart practices that improve efficiency, productivity and organizational structure. Recognized as one of the nation's top 20 Most Promising Government Technology Solution Providers, we are also the largest Laserfiche provider in the world. MCCi is passionate about helping organizations run their office more efficiently – saving time, money and resources! Please visit our website for more details about any of the services listed below: https://www.mccinnovations.com/

Enterprise Content Management Software and Services (Laserfiche). With more than 900 clients nationwide, MCCi is the largest provider of Laserfiche solutions in the world.

Digital Imaging Services. Services include scanning, indexing and integration of hard copy documents, electronic documents, and microfilm/microfiche. MCCi provides the most powerful index retrieval search engine available.

JustFOIA helps agencies receive, track and report on open records requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche Enterprise Content Management.



enCodePlus is a unique Internet-based document editing and presentation system used for authoring, displaying, and managing all aspects of land development regulations or zoning ordinances. Developed by community planners, **encode**Plus assists in the creation of land development and zoning ordinances that are fully customizable, easy to navigate and rich with features including GIS interactive mapping, a "Land Use Look Up" tool, hyperlinking to outside resources, historical archiving and in-line graphics. From its humble beginnings as a stand-alone Windows PC program, **enCode**Plus has matured to meet the needs of an innovative and exacting group of land use code writers and their client communities. To learn more about how **enCode**Plus can be an economic driver for your municipality and positively impact the transparency and navigability of your zoning or land development ordinance, please visit this link: <u>http://www.encodeplus.com/</u>

What Our Clients Say about Partnering with Us

"We were not only impressed with the services and products provided by Municode but the speed in which it all took place. Our Legislative Body and Administration were pleased with the new code books and the pricing we received. Thank you for producing this great product with such professionalism. We look forward to our continued relationship with Municode."

"We certainly couldn't have done it without your team. MCC is a very customer oriented company."

"I find everyone at Municode delightfully friendly and helpful. You are all very professional. It's apparent that you all care a great deal about good customer service. That is wonderfully refreshing as it is so hard to find anymore."

"I am extremely satisfied with Municipal Codes Corporation's performance and customer assistance. Not many companies provide such excellent services."

"You have personally demonstrated excellent service, diligence and concern for the integrity of our code and the integrity of the product your company produces. Please know your efforts are very much appreciated!"

"We appreciate the superior customer service you have provided. I can't tell you how nice it is to have people that will work with you."

"You are true professionals and great to work with!"

"Thank you for the tremendous job that you do for us. You always make me look good as the Clerk and I truly appreciate your services."

"WONDERFUL!!! Thanks for making my life easier, I really appreciate all that you do!"

"Your diligence, care, command over the process and attention to details have been exceptional. Moreover, what also helps set you apart from most of those in your line of work is that, you are readily accessible and exceedingly responsive. I hope that my clients are as pleased with me as I am with you."

"I really enjoy working with you! Your responsiveness and enthusiasm are greatly appreciated!!"



Amy Hoehner

From: Sent: To: Subject: Krystal Hays <khays@municode.com> Tuesday, May 14, 2019 12:24 PM Amy Hoehner Re: Municode agreement

Your proposal fees:

1. Conversion into Municode database and republication of the code is no charge

2. Supplement charges - single column per page rate of \$20. If you supplement during the first year, you will be billed \$20 per Code page that is changed.

3. The online code fee is waived for the first year and then only \$450 for our standard service,

4. If you want to further enhance the transparency of your online code, you can upgrade to the MyMunicode package bundle for only \$1,195! This fee is also waived the first year.

5. Inclusion of zoning is \$500.

So during the first year, you will incur the supplemental per page rate if you supplement and your zoning inclusion of \$500. If you add any additional electronic services such as Word, pdf or folio, those costs will be incurred at the time of your supplement as well.

Please let me know if you have any additional questions.

My best, Krystal Hays South Central Regional Executive



AGENDA ITEM

Administration 10.C.

City Council Regular Meeting Date: May 20, 2019 Submitted By: Amy Hoehner, Legal Assistant Department: Planning & Development Presented By: Joan Riley

SUBJECT:

Discussion and possible action regarding an Amendment to the Cooperation Agreement between the City of Sapulpa, Oklahoma and the Board of County Commissioners of Tulsa County, Oklahoma, entered into the 9th day of July 2007, for the purpose of participating in the Tulsa County Urban County Community Development Block Grant Program.

BACKGROUND:

This Amendment to the Cooperation Agreement is necessary to initiate the process to seek re-qualification with the Department of Housing and Urban Development (HUD) to receive Community Development Block Grant (CDBG) funds as an Urban County for the period of FY2020-2022. For more detailed information, please see memo from Claudia Brierre, INCOG, Principal Community Development Planner/ Dept. Co-Manager.

RECOMMENDATION:

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

Attachments

Amendment to Agreement Memo from Claudia Brierre 2007 Agreement

AMENDMENT TO THE TULSA COUNTY URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM COOPERATION AGREEMENT

A Cooperation Agreement between the City of Sapulpa, Oklahoma and the Board of County Commissioners of Tulsa County, Oklahoma, entered into the 9th day of July 2007, for the purpose of participating in the Tulsa County Urban County Community Development Block Grant Program for Federal Fiscal Years 2008-2010 and containing an Automatic Renewal Provision for subsequent Federal Fiscal Years, is hereby Amended beginning with the 2020-2022 Qualification Period, to wit:

IX. TRANSFER OF CDBG FUNDS PROHIBITED

A unit of general local government may not sell, trade, or otherwise transfer all or any portion of such CDBG funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title 1 of the Act.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperation Agreement to be Amended by their respective and duly authorized officers.

CITY OF SAPULPA, OKLAHOMA

Mayor

ATTEST

City Clerk

APPROVED AS TO FORM:

City Attorney

BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA

Chairman

ATTEST:

County Clerk

APPROVED AS TO FORM:

Assistant District Attorney



MEMORANDUM

- TO: Sapulpa City Council
- FROM: Claudia Brierre
- DATE: May 1, 2019

RE: REQUIRED AMENDMENT TO TULSA COUNTY CDBG URBAN COUNTY COOPERATION AGREEMENT FOR REQUALIFICATION PERIOD OF FISCAL YEARS 2020-2022

The City of Sapulpa has been a member of the Tulsa County CDBG Urban County since the Urban County was formed in 2088. As the lead entity for the Tulsa County CDBG Urban County, it is time for Tulsa County to initiate the process to seek re-qualification with the Department of Housing and Urban Development (HUD) to receive Community Development Block Grant (CDBG) funds as an Urban County for the period of FY2020-2022. Tulsa County first attained urban county status for the qualification period FY2008-2010, so we are in our fifth requalification period. The CDBG Program provides federal funds to eligible units of local governments to address community development needs. CDBG regulations permit counties who meet the threshold of a total combined population of 200,000 or more (excluding metropolitan cities) to qualify as an urban county to receive a direct federal allocation of CDBG funds. The qualification period is for a renewable three-year period. Sapulpa and nine other Tulsa County jurisdictions participate as members of the Tulsa County Urban County. The City of Tulsa is not a member.

For your reference, I have attached the Cooperation Agreement executed by the City of Sapulpa in 2007. The Cooperation Agreement contains an automatic renewal provision, so we do not need to seek a new agreement each requalification period. However, for this requalification period, HUD has imposed a new requirement that existing Cooperation Agreements with automatic renewal provisions also contain a provision that units of general local government located within an urban county are prohibited from the "sale, trade or otherwise transfer CDBG funds for unrestricted local funds". This is not a practice that the Tulsa County Urban County members engage in, but the Cooperation Agreement must be amended to contain this provision. The Amendment approved and signed by the District Attorney's office is attached. All eleven participating members must sign the amendment, so individualized amendments will be executed by the respective member.

Please place approval of this Amendment on your next Council agenda, as Requalification documents are due to HUD by mid-June. Please let me know if you would like to meet in person to review this or if I can answer any questions over the phone. I would request that the form be signed and returned to me by June 7th, if possible.

Attachments

APPROVED JUL 0 9 2007

COOPERATION AGREEMENT

A COOPERATION AGREEMENT BETWEEN THE CITY OF SAPULPA, OKLAHOMA AND THE BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA, FOR THE PURPOSE OF PARTICIPATION IN THE TULSA COUNTY URBAN COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2008-2010

This Cooperation Agreement ("Agreement") for Community Development Block Grant ("CDBG") funds is made and entered into this _____day _____, 2007, by and between Tulsa County ("COUNTY"), and the City of Sapulpa ("CITY").

WHEREAS, the Housing and Community Development Act of 1974, as amended (24 U.S.C. 93-383 et seq.), (the "Act"), provides that Community Development Block Grant, ("CDBG"), funds may be used for the support of activities that provide decent housing and suitable living environments and expanded economic opportunities principally for persons of low- and moderate-income; and,

WHEREAS, CDBG Regulations 24 CFR 570.307(a) allow counties having a total combined population of 200,000 or more from the unincorporated areas and participating incorporated areas to qualify as an urban county; and,

WHEREAS, the COUNTY meets this threshold and has requested of the United States Department of Housing and Urban Development,("HUD"), that the COUNTY be designated as an "urban county" as set forth in the Act; and

WHEREAS, the COUNTY has complied with all requirements for Counties seeking urban county entitlement status under the CDBG program; and

WHEREAS, Section 1008 of Title 74 of the Oklahoma Interlocal Cooperation Act permits local units of government to contract with other localities to perform any service or activity for which they are authorized to perform by law and to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the CITY desires to participate with the COUNTY in the urban county CDBG program; and

WHEREAS, the COUNTY shall act in a representative capacity for all participating units of general local government and shall assume overall responsibility for ensuring that the urban county CDBG Program is carried out in compliance with federal rules, regulations and requirements of the CDBG Program, including requirements for a Consolidated Plan; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement for the aforesaid public purpose and undertaking.

NOW, THEREFORE, the parties identified below mutually agree as follows:

I. <u>PURPOSE</u>

The COUNTY and CITY agree that the purpose of this Agreement is to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, funded from annual CDBG Program appropriations for the federal fiscal years for which the COUNTY qualifies for entitlement as an urban county and from any program income generated from the expenditure of such funds.

II. TERM OF AGREEMENT

The term of this Agreement shall be the COUNTY CDBG Urban County qualification period of the federal fiscal years 2008-2010, commencing on August 1, 2008, and ending on July 31, 2011, unless an earlier date of termination is fixed by HUD, pursuant to the Act. Notwithstanding the above, if there are activities undertaken pursuant to this Agreement that are not yet completed or funded, then for the purpose of those activities only, this AGREEMENT shall remain in effect until all CDBG funds received pursuant to this AGREEMENT, and any program income received with respect to activities carried out pursuant to this AGREEMENT are expended, and the funded activities are completed.

III. NOTIFICATION OF ELIGIBILITY

The CITY represents that the COUNTY has notified the CITY, in writing, of its intention to seek qualification for CDBG Program funding as an urban county; and that such notification advised the City:

A. That the CITY was eligible to elect to have its population excluded from that of the urban county for the purposes of the CDBG Program; and

B. That the CITY's election or failure to make an election shall be effective for the full three year period for which the COUNTY qualifies to receive a CDBG Program entitlement as an urban county, and

C. That the CITY, in becoming part of the urban county, would not be eligible to apply for grants under the HUD-Administered Small Cities or State CDBG programs while the CITY is a part of the urban county; and

D. That the CITY, through separate agreement, participates in the HOME Program through the Tulsa County HOME Consortium, although this does not preclude the urban county or a unit of local government within the urban county from applying for State HOME funds to the extent allowable by the State

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IV. PERIOD OF QUALIFICATION

A. The COUNTY and CITY acknowledge that the COUNTY's qualification by HUD as an urban county shall remain effective for three (3) consecutive Federal Fiscal years 2008-2010, regardless of changes in its population or boundary or population changes in any communities contained within the urban county during that period, except as otherwise provided by 24 C.F.R. Part 570.307(f).

B. The COUNTY and CITY acknowledge that, for grant calculation purposes, during the period of urban county qualification, the CITY, as an included unit of general local government, may not withdraw from the urban county unless the COUNTY does not receive a grant for any year during such period of qualification.

V. <u>AUTOMATIC RENEWAL PROVISION</u>

A. The COUNTY and CITY agree that this agreement will renew automatically at the end of each three-year qualification period, unless the COUNTY or the participating unit

of general local government provides written notice it elects not to participate in a new qualification period.

B. By the date specified in HUD's Urban County Qualification Notice for the next qualification period, the urban county will notify the participating unit of general local government in writing of its right not to participate.

C. The COUNTY and CITY agree:

1. To adopt any amendment(s) to this Agreement incorporating changes that are necessary to meet HUD requirements for cooperation agreements set forth in any future Urban County Qualification Notice(s) that apply to a subsequent three-year urban county qualification period; and

2. To submit such amendment(s) to HUD as provided in the applicable Urban County Qualification Notice; and

3. That failure to comply with these requirements shall void the automatic renewal for such qualification period.

VI. DISTRIBUTION OF FUNDS

- A. The COUNTY and CITY agree, for each fiscal year covered by this AGREEMENT, CDBG funds will be allocated by the COUNTY to CITY in an amount greater than the amount that CITY would have received if it had retained its status as a Small City as identified by the Oklahoma Department of Commerce, if so designated.
- B. Notwithstanding the above, in no event shall the COUNTY be obligated to distribute more funds to CITY under this AGREEMENT than the COUNTY receives during the three-year agreement period.
- CITY may contract with other entities to perform CDBG-eligible activities, confirmed with a written contract that contains provisions specified in the CDBG Regulations at 24 CFR 570.

VII. REQUIRED ACTIONS

The COUNTY and CITY agree to take all required actions necessary to assure compliance with the COUNTY's urban county certification required by Section 104(b) of

Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, as amended, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, and all other applicable laws.

VIII. FAIR HOUSING ACTIVITIES

A. The COUNTY and CITY acknowledge and agree that the COUNTY and CITY are required to take steps to affirmatively further fair housing.

B. The COUNTY and CITY acknowledge and agree that urban county CDBG Program funding shall not be permitted or made available for activities in or in support of the CITY if it is determined that the CITY does not affirmatively further fair housing within its own jurisdiction or impedes the COUNTY's actions to comply with its fair housing certification.

IX. <u>CIVIL RIGHTS POLICIES</u>

The COUNTY and CITY acknowledge and represent to the other that they have adopted and are enforcing the following policies:

A. A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdictions against any individuals engaged in non-violent civil rights demonstrations; and

B. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within the jurisdiction.

X. REQUIREMENTS APPLICABLE TO SUBRECIPIENTS

The COUNTY and CITY acknowledge and agree that, pursuant to 24 C.F.R. 570.501(b), the CITY shall be subject to the same requirements applicable to subrecipients, including the requirement for a written agreement as set forth in 24 CFR 570.503.

XI. CONSOLIDATED PLAN

A. The COUNTY and CITY acknowledge and understand that a Consolidated Plan including a comprehensive affordable housing strategy is required of the COUNTY, as an urban county, and that the Consolidated Plan must be submitted to and approved by HUD.

B. The COUNTY and CITY agree that neither party, during the period covered by this Agreement, shall obstruct the implementation of the Consolidated Plan as approved by HUD.

XII DURATION OF AGREEMENT

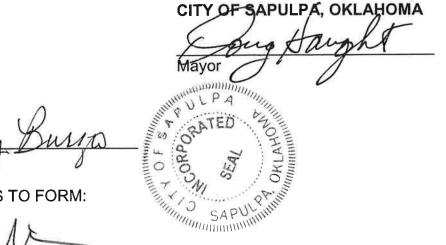
A. The COUNTY and CITY acknowledge that this Agreement shall remain in full force and effect for the period beginning with Federal Fiscal Year 2008 until CDBG Program and HOME Program funds and program income received with respect to activities carried out during the three-year qualification period, and any successive periods thereafter, are expended and the funded activities are completed.

B. The COUNTY and CITY agree that for the duration of each urban county qualification period covered by this Agreement, neither party may terminate, cancel, withdraw from, or, in any way, impair this Agreement.

XIII. <u>LEGAL AUTHORITY</u>

The COUNTY represents that counsel for the COUNTY has reviewed the terms and provisions of this Agreement, and amendments thereto, and that said counsel has determined that the terms and provisions of this Agreement are fully authorized under State law, as provided by O.S Title 74 Section 1008, as well as local law, and that the Agreement provides full legal authority for the COUNTY to undertake, or assist in undertaking, essential community development and housing assistance activities, consistent with the CDBG Program.

IN WITNESS WHEREOF, the parties hereto have caused this Cooperation Agreement to be executed by their respective and duly authorized officers.



ATTEST

Clerk Citv

APPROVED AS TO FORM:

City Attorney ne Wilson

County Clerk

BOARD OF COUNTY COMMISSIONERS OF TULSA COUNTY, OKLAHOMA

Chairman

STATEMENT OF THE DISTRICT ATTORNEY

I do hereby certify that the terms and provisions of the Urban County Cooperation Agreement are fully authorized under state and local law, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking community development and housing assistance activities for the CDBG Program.

Approved:

Assistant District Attorney

Date of Approval



AGENDA ITEM

Administration 10.D.

City Council Regular						
Meeting Date:	May 20, 2019					
Submitted For:	David Widdoes, City Attorney					
Submitted By:	Amy Hoehner, Legal Assistant					
Department:	Legal					
Presented By:	David Widdoes					

SUBJECT:

Discussion and possible action regarding a Resolution of the City of Sapulpa, Oklahoma, designating and approving May 31, 2019 as "Cruise Night" to Support and Promote the 30th Anniversary of the Route 66 Blowout.

BACKGROUND:

Sapulpa Main Street has requested that the City Council recognize and support allowing a "Cruise Night" to kick off the 30th Anniversary of the Route 66 Blowout. The cruise night will take place on May 31, 2019, from 7:00 p.m. to midnight, and is open to anyone who desires to participate.

RECOMMENDATION:

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

<u>Resolution</u> <u>Exhibit A</u> <u>Cruise Night Flyer</u> Attachments

RESOLUTION _____

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA, DESIGNATING AND APPROVING MAY 31, 2019 AS "CRUISE NIGHT" TO SUPPORT AND PROMOTE THE 30TH ANNIVERSARY OF THE ROUTE 66 BLOWOUT.

WHEREAS, if you grew up in Sapulpa between 1950 and 1990, "cruising" or "dragging Main" was a pivotal rite of passage — a ritual that involved driving a stretch of Dewey and Main Street in loops on a Friday or Saturday night; and

WHEREAS, during these times, cruising played a big part in the lives of many generations of Sapulpans — when getting a driver's license or buying your first car meant that you were free to travel and congregate with others; and

WHEREAS, our identity as Americans is formed around this independence and individuality, and our freedom to move and go places always intertwined around the car; and

WHEREAS, cruising allows automobile enthusiasts to actively display their cars while simultaneously engaging with other participants and spectators; and

WHEREAS, a request has been made by the sponsor of the Route 66 Blowout to conduct a "cruise night" on Friday May 31, 2019, to kickoff the 30th anniversary of this events's festivities; and

WHEREAS, we cannot imagine a better way to acknowledge and kickoff the 30th Anniversary of the Route 66 Blowout, than by showing our collective support for a Friday Night Cruise Night on May 31, 2019.

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

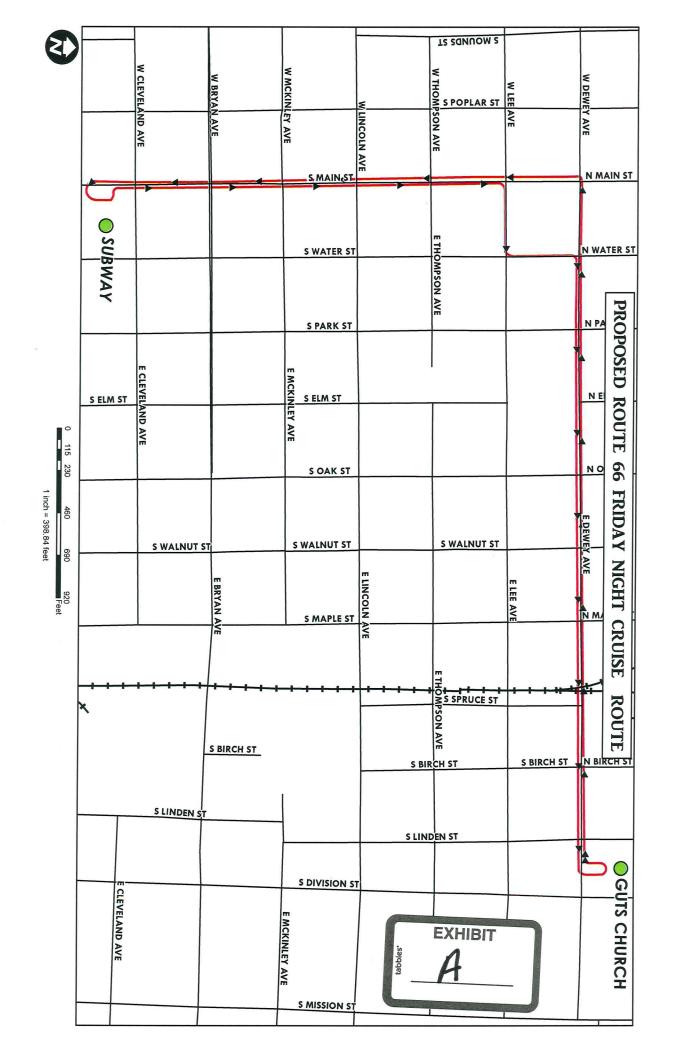
Having considered the request of Sapulpa Main Street, the sponsor of the Route 66 Blowout, the City Council hereby supports and approves of the Friday Night Cruise Night event to be held on May 31, 2019, between the hours of 7:00 p.m. and 12:00 a.m. for the route as shown on the attached map marked Exhibit "A".

PASSED AND APPROVED by the City Council of the City of Sapulpa, Oklahoma on this day of ______, 2019.

Reg Green, Mayor

ATTEST:

City Clerk





Fun for the kids at

Sponsored by: BRISTO

Route 66 comes alive in Dountoum Sapu

Join us for our first annual Cruise Night, May 31st 2019. Participants will cruise Sapulpa as we kick off the festivities for the 30th Anniversary of the Route 66 Blowout held June 1st! Bring your chairs and join us at Martha's Corner for music and fun for the entire family. Guts Church will have festivities for the community at 911 E. Dewey!

When: May 31st, 2019 Where: Parking lot of Subway on Main Kick Off: 7:00pm

Don't have a classic car? Not to worry, ALL cars are welcome to cruise!

For additional information call 918-224-5709 or visit us online at www.route66blowout.com



AGENDA ITEM

Administration 10.E.

City Council Regular Meeting Date: May 20, 2019 Submitted By: Pam Vann, Finance Director Department: Finance Presented By: Pam Vann

SUBJECT:

Discussion and possible action regarding a Resolution of the City of Sapulpa, Oklahoma and the Sapulpa Municipal Authority amending the FY 2018-2019 Water Resources Fund annual budget by increasing appropriations in the amount of \$129,986.00 to provide additional funds for the West Johnson Area Waterline Project.

BACKGROUND:

The original FY 2018-2019 budget included \$80,500.00 in the Capital Improvement Fund and \$80,500.00 in the Water Resources Fund for the West Johnson Area Waterline project. This project was to provide adequate pressure for the Fire Training Facilities as well as the West Johnson Ave area. The lowest, most responsive and responsible bid was in the amount of \$290,986.00 which leaves a shortfall of \$129,986.00. The Water Resources Fund has a current budgeted fund balance of \$214,253.00 which can be appropriated for this shortfall.

RECOMMENDATION:

Staff recommends approval of this resolution.

Attachments Water Resources Fund Resolution-052019 Water Resources Fund Budget Adjustment-02019 RESOLUTION NO.

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA AND THE SAPULPA MUNICIPAL AUTHORITY AMENDING THE FY 2018-2019 WATER RESOURCES FUND ANNUAL BUDGET BY INCREASING APPROPRIATIONS IN THE AMOUNT OF \$129,986.00 TO PROVIDE ADDITIONAL FUNDS FOR THE WEST JOHNSON AREA WATER LINE CONSTRUCTION PROJECT.

WHEREAS, the original FY 2018-2019 budget included appropriations in the amount of \$80,500.00 in the Capital Improvement Funds and \$80,500.00 in the Water Resources Fund for construction of the West Johnson Area Waterline Project; and

WHEREAS, this project was needed to provide adequate water pressure to the Fire Training Facility as well as the West Johnson Ave. area; and

WHEREAS, the lowest, most responsive and responsible bid for this project is in the amount of \$290,986.00 which leaves a shortfall of \$129,986.00; and

WHEREAS, the current budgeted fund balance in the Water Resources Fund is \$214,253.00 which will be sufficient for a supplemental appropriation,

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

WATER RESOURCES FUND

(Increase) 48-548-405B Facilities-Contract Total Appropriations Increase: <u>\$129,986.00</u> \$129,986.00

PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA AND THE SAPULPA MUNICIPAL AUTHORITY, SAPULPA, and signed by the Mayor/Chairman this 20th day of May 2019.

ATTEST:

Reg Green, Mayor/Chairman

Shirley Burzio, City Clerk/Trust Secretary

David Widdoes, City/Trust Attorney

DEPARTMENT	Department Hea	ad Signature	1	Date Requested		
water resources			5/20/2019			
1						
	provide for supplemental the West Johnson Area P		rttall on			
			RESOLUTION #			
Account #	Account Name	Amount Budgeted	Amount of Increase	Amount of Decrease	Adjusted Budget	
48-548-405B	Facilities - Contract	\$80,500	\$129,986		\$210,48	
2						
		· · · · ·				
-						
Date Approved	Finance Director	Date Rejected	Reason			
			Redoon			
Date Approved	City Manager	Date Rejected	Reason			
			Г			
FY 18-19			•	Transfer #:	18-	

Sapulpa

City Council Regular Meeting Date: May 20, 2019 Submitted By: Amy Hoehner, Legal Assistant

SUBJECT:

Status Report from Tetra Tech regarding various City and SMA projects.

Attachments

Status Report

12.A.

<u>STATUS</u>

O = Operations

P = Planning

E = Engineering Design C = Construction

TETRA TECH, INC. PROJECT STATUS REPORT SAPULPA, OKLAHOMA MAY 20, 2019

	PROJECT	TETRA TECH CONTACT	STATUS	FUNDING	COMMENTS	RECOMMENDED ACTION
1.	Water Atlas Creation	Ryan Mittasch, P.E.	Р		Tetra Tech is waiting for atlas markups from city staff to document facilities that were not in the plans previously provided.	City to review draft atlas and provide updated information to Tetra Tech for data entry.
2.	N02-N04 Lift Station, Force Main, and Gravity	Ryan Mittasch, P.E.	E		Construction is ongoing. Scheduled to end in June.	None.
3.	SeneGence/Westside Sewer Plan	Ryan Mittasch, P.E.	E		Preliminary design of revised alignment underway.	None.
4.	Sapulpa Fire Training Facility Waterline	Ryan Mittasch, P.E.	E		Advertisement is complete.	Award project for construction.
5.	Hobson Street Study	Ryan Mittasch, P.E.	Р		Study completed.	Budget for realignment and Boyd Place circle improvements.
6.	Frankoma Road Sanitary Sewer Extension	Ryan Mittasch, P.E.	Ρ		60% plans were distributed to key wastewater personnel for comment. Easement documents underway and BNSF crossing permitting initiated.	None.