

SAPULPA CITY COUNCIL MEETING

CITY HALL - 425 EAST DEWEY AVENUE

COUNCIL CHAMBERS, 2ND FLOOR

7:00 P.M., MONDAY, JUNE 18, 2018

Notice is hereby given that the Mayor and City Council of the City of Sapulpa, Oklahoma, will meet in regular session at 7:00 p.m. on the 18th day of June, 2018, in the Council Chambers, Sapulpa City Hall, 425 East Dewey Avenue, Sapulpa, Oklahoma, with the agenda for said meeting as follows:

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

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

- AGENDA -

1. **CALL TO ORDER.**
2. **INVOCATION.**
3. **PLEDGE OF ALLEGIANCE.**
4. **ROLL CALL.**
5. **MINUTES.**
 - A. Consider approving minutes of the June 4, 2018, regular city council meeting.
6. **APPOINTMENTS, AWARDS, PRESENTATIONS, AND PROCLAMATIONS.**
7. **CONSENT ITEMS:** All matters under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any City Council member may, however, remove an item from consent by request.
 - A. Consider approving Claims in the amount of \$643,496.30.
8. **PUBLIC HEARINGS.**

9. COMMUNITY DEVELOPMENT.

10. ADMINISTRATION.

- A.** Discussion and possible action regarding approval of Partial Release of Pipeline Easement in the Section 24, Township 18 North, Range 11 East (Creek Turnpike and State Highway 66).
- B.** Discussion and possible action regarding Master Agreement for Professional Services with Garver, LLC, for engineering, planning, surveying, and program management services related to infrastructure improvements.
- C.** Discussion and possible action regarding Work Order No. 1 with Garver, LLC, for on-call engineering, review, planning, surveying, and program management services.
- D.** Discussion and possible action regarding the Workers' Compensation Renewal Participant Agreement with Oklahoma Municipal Assurance Group (OMAG), effective July 1, 2018 through June 30, 2019, in the amount of \$479,242.98.
- E.** Discussion and possible action regarding a Professional Services Agreement with S2 Engineering, PLLC, for a Copper Effluent Limit Compliance Evaluation Study, in the amount of \$9,600.00.
- F.** Discussion and possible action regarding acceptance and award of bid(s) for the Youth Sports Complex Project to the following vendors as being the lowest and most responsive bidder, in the collective amount of \$910,036.00.

FIELD CONSTRUCTION:

Striping/Handicap Signs.....	Jackson Const Group
Site Concrete/Sidewalks/Curbs.....	D Kerns Construction
Site Furnishings.....	Play By Design
Site Electrical.....	Third Gen Electric

BUILDING CONSTRUCTION:

Termite Treatment.....	Emtec Pest Control
Building Concrete.....	Jackson Const Group
Structural Steel.....	Rooks Fabrication
Millwork.....	Fadco
Roofing Metals.....	Better Roofing
Joint Sealants.....	Commercial Waterproofing
Hollow Metal.....	Jones Comm Hardware
Finish Hardware/Doors/Hardware Installation.....	Jones Comm Hardware
Glass & Glazing.....	Alred Glass
Painting.....	Skyco Painting
Toilet Partitions/Accessories.....	Jones Comm Hardware
Plumbing.....	Able Plumbing

Plumbing (Utilities, Water & Sewer).....	H&H Frame
HVAC.....	Air Comfort
Electrical.....	RCI Electric

TO BE RE-BID:

- Earthwork (Site Package) Fields & Fine Grading
- Infield Dirt (Import)
- Chainlink Fencing (Sitework)
- Irrigation System (Sitework)
- Sodding
- Masonry (Equipment Enclosure)
- Masonry (Building)
- Rough Carpentry (Trusses, Framing, Decking, Etc.)

- G. Discussion and possible action regarding Amendment No. 1 to the Agreement for Construction Management of the Youth Sports Complex with DC Bass & Sons Construction Company at a cost of \$289,516.88 for a guaranteed maximum price of \$1,199,552.88.
- H. Discussion and possible action regarding Internet Services Agreement with AirLink Internet Services, LLC, for and equipment charge of \$9,462.00 and a monthly service charge of \$3,070.56.
- I. Discussion and possible action regarding a resolution of the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Trust Authority amending the FY 2017-2018 annual budget by increasing revenues by \$2,146,306.00 and increasing appropriations by \$1,062,421.00 in various funds for the purpose of making adjustments based on current revenue and the amounts estimated during the preparation of the FY 2018-2019 budget.
- J. Discussion and possible action regarding a Resolution of the City of Sapulpa, Oklahoma (The "City") Approving Action Taken by the Sapulpa Municipal Authority (The "Authority") Authorizing Issuance, Sale, and Delivery of a Promissory Note of the Authority to the Oklahoma Water Resources Board; Ratifying and Confirming a Lease Agreement Pertaining to the Water and Sanitary Sewer Systems; Approving and Authorizing the Execution of a Lease Agreement Pertaining to the Storm Water and Sanitation Systems; Approving and Authorizing the Execution of a Subordinate Lien Sales Tax Agreement; and Containing Other Provisions Related Thereto.
- 11. NEW BUSINESS. (Items that were not known about at the time of posting the agenda.)
- 12. INFORMATIONAL ITEMS FROM MAYOR, CITY COUNCIL, CITY MANAGER, OR CITY ATTORNEY.
 - A. Update on Public Works Projects.

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

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

14. **EXECUTIVE SESSION.**

15. **ADJOURNMENT.**

Posted this 15th day of June, 2018 at or before 5:00 p.m., at the Sapulpa City Hall, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Name: *Anna Jo Fife*

Title: *Administrative Assistant*



AGENDA ITEM

City Council Regular

5.A.

Meeting Date: June 18, 2018

Submitted By: Shirley Burzio, City Clerk

Department: City Clerk

Presented By:

SUBJECT:

Consider approving minutes of the June 4, 2018, regular city council meeting.

BACKGROUND:

RECOMMENDATION:

Attachments

minutes.06-04-2018 city

CITY OF SAPULPA, OKLAHOMA
COUNCIL PROCEEDINGS
Meeting of June 4, 2018

The City Council of Sapulpa, Oklahoma, met in regular session Monday, June 4, 2018, at 7:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

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

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

1. INVOCATION.

The invocation was given by Vice-Mayor Louis Martin.

2. PLEDGE OF ALLEGIANCE.

Mayor Reg Green led the Pledge of Allegiance.

3. MINUTES.

- A.** Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Craig Henderson, to approve the minutes for the May 21, 2018, regular city council meeting.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

4. APPOINTMENTS, AWARDS, PRESENTATIONS, PROCLAMATIONS AND CONSENT ITEMS.

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

A. Approve the following Mayoral appointments to the Golf Course Committee:

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

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

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

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

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

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

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

B. Approve claims in the amount of \$ 159,074.61.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

5. PUBLIC HEARINGS.

A. A public hearing was held to receive public comments on the City of Sapulpa's budget for the fiscal year beginning July 1, 2018, and ending June 30, 2019. There were no written or oral comments made to the council.

6. COMMUNITY DEVELOPMENT.

A. Motion was made by Councilor Hugo Naifeh, seconded by Wes Galloway, to approve the application by Pediatric Care of Sapulpa for a final plat, FP-2018-01, and a waiver of Section 4.3 (Sidewalks) of the City of Sapulpa Subdivision Regulations for the property located at the northeast corner of West Taft Avenue and South Bixby Street.

ROLL CALL: AYE-John Anderson, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-Bruce Bledsoe. Motion carried 9-1.

- B. Motion was made by Councilor Carla Stinnett, seconded by Councilor Charles Stephens, to table up to sixty days the consideration of the application by Greg Goodman for a specific use permit, SUP-022, for Airbnb use in an AG (Agriculture) District at 4727 Edgewood Drive, so staff can draft an ordinance to regulate shared housing use in the city.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

7. ADMINISTRATION.

- A. Motion was made by Vice-Mayor Louis Martin, seconded by Councilor Charles Stephens, to approve the grant for continuing education (CE OLA 2018 Conference Grant) from the Oklahoma Department of Libraries in the amount of \$3,652.00 to the Bartlett-Carnegie Public Library.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

- B. Motion was made by Vice-Chairman Louis Martin, seconded by Councilor Marty Cummins, to approve a professional services agreement for engineering services with Tetra Tech for a hydraulic study in the area of North Watchorn Street and East Hobson Avenue in the amount of \$21,700.00.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

- C. Motion was made by Vice-Mayor Louis Martin, seconded by Councilor John Anderson, to approve the adoption of a Resolution of the City of Sapulpa, Oklahoma, amending the FY 2017-2018 annual budget by increasing revenues and appropriations in the Library Fund in the amount of \$3,652.00 for the purpose of recognizing grant funds awarded and appropriate such fund for the purpose of training & travel expenses. (Resolution No. 4529)

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

- D. Motion was made by Councilor Hugo Naifeh, seconded by Vice-Mayor Louis Martin, to approve the adoption of an Ordinance of the City of Sapulpa, Oklahoma, amending the Master Fee Schedule to the Sapulpa City Code, Appendix A, Sections 17.17-202, 17.17-203, 17.17-222, and 17.17-511, by providing for amended water, sewer, and refuse collection rates; repealing all ordinances or parts of ordinances in conflict with this ordinance; and providing that if any part or parts of this ordinance are held invalid or ineffective, the remaining portions shall not be affected; providing an effective date; and declaring an emergency. (Ordinance No. 2796)

ROLL CALL: AYE-Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Carla Stinnett.
NAY-John Anderson, Charles Stephens. Motion carried 8-2.

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

ROLL CALL: AYE-Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Carla Stinnett.
NAY-John Anderson, Charles Stephens. Motion carried 8-2.

- E. Motion was made by Councilor Craig Henderson, seconded by Vice-Mayor Louis Martin, to approve the adoption of a Resolution of the City Council of the City of Sapulpa, Oklahoma, adopting and appending a budget for the City of Sapulpa Oklahoma, ratifying and thereby adopting the Sapulpa Municipal Authority Budget, the Sapulpa Development Authority Budget and adopting all other funds as required by statute or ordinance for the year beginning July 1, 2018, and ending June 30, 2019. (Resolution No. 4530)

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

8. **PUBLIC COMMENTS.**

There were no comments made to the council.

9. EXECUTIVE SESSION.

A. Motion was made by Councilor Craig Henderson, seconded by Councilor John Anderson, to approve entering into an Executive Session to discuss the following:

1. Confidential communications with City Attorney concerning threatened and/or pending claim from Tri-Star Construction, LLC, involving the Cobb Avenue Street Improvements Project, upon advice that disclosure would seriously impair the ability of the public body to process the claim in the public's interest. [25 O.S. Section 307 B (4)].

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

The council convened into an executive session at 7:30 o'clock P. M.

At 7:53 o'clock P.M. and in open session, Mayor Reg Green, called the regular council meeting to order.

B. Motion was made by Councilor Craig Henderson, seconded by Councilor Hugo Naifeh, to approve entering into a contract with Mr. Steven Metcalf to serve as outside counsel to assist in resolution of the claim as discussed in executive session.

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

10. ADJOURNMENT.

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

ROLL CALL: AYE-John Anderson, Bruce Bledsoe, Marty Cummins, Wes Galloway, Reg Green, Craig Henderson, Louis Martin, Hugo Naifeh, Charles Stephens, Carla Stinnett. NAY-None. Motion carried 10-0.

Mayor

Attest:

City Clerk



Consent Agenda 7.A.

City Council Regular

Meeting Date: June 18, 2018

Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving Claims in the amount of \$643,496.30.

Attachments

Claims List 6-18-18

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
120491	99-10143	PERDUE, BRANDON, FIELDER,	CCOLLECTION SERVICE-COURT	6/2018	5/1-5/31/18 120491	5,244.11
121392	99-10159	LAWRENCE COUNTY NEWSPAPERS,	LEGAL NOTICE	6/2018	17256	140.36
123350	99-10159	LAWRENCE COUNTY NEWSPAPERS,	PUBLISH OPDES WWTP	6/2018	17046	65.90
120164	99-10160	MERRIFIELD OFFICE SOLUTIONS	MISC JANITORIAL SUPPLIES	6/2018	0146707-001	65.48
122447	99-10160	MERRIFIELD OFFICE SOLUTIONS	2 BOXES OF MANILA FOLDERS	6/2018	0147027-001	21.38
122905	99-10160	MERRIFIELD OFFICE SOLUTIONS	MISC OFFICE SUPPLIES	6/2018	0146116-001	35.26
123358	99-10160	MERRIFIELD OFFICE SOLUTIONS	TIME PAY ORDERS	6/2018	0145866-001	220.00
123425	99-10160	MERRIFIELD OFFICE SOLUTIONS	MISC SUPPLIES	6/2018	0146845-001	265.81
123061	99-10235	HULETT, MARK	MEAL REIMBURSEMENT	6/2018	6/5/18 123061	12.00
123313	99-10235	HULETT, MARK	MEAL REIMBURSEMENT	6/2018	6/9-10/18 123313	24.00
123177	99-10240	VIEVU LLC	REPAIR BODY CAMERA	6/2018	29306	318.00
123302	99-10252	CECIL COX ENTERPRISES	TIRES FOR FORD ESCAPE	6/2018	3027424	489.80
123262	99-103	ONG	APRIL 2018	6/2018	APRIL 2018 123262	1,915.96
123327	99-10343	RILEY, JOAN	2018 ICMA CONFERENCE	6/2018	213921 2018 ICMA	775.00
122901	99-10355	CIRCLE C CONSULTING LLC	2 CASES OF EMS GLOVES	6/2018	942	247.60
120721	99-10395	AUBREY WEATHERFORD	MONTHLY SOCIAL MEDIA FEE	6/2018	SAP0618	500.00
123311	99-10435	PITTINGER, BAYLOR	MEAL REIMBURSEMENT	6/2018	6/9-10/18 123311	24.00
123312	99-10454	MARSHALL, ADAM	MEAL REIMBURSEMENT	6/2018	6/9-10/18 123312	24.00
121384	99-10547	BEASLEY TECHNOLOGY INC	BACKUP & INSTALLATION	6/2018	3009833	112.50
121385	99-10547	BEASLEY TECHNOLOGY INC	REMOTE MONITORING	6/2018	3009958	137.50
121386	99-10547	BEASLEY TECHNOLOGY INC	MONTHLY COMPUTER MAINT	6/2018	3009834	2,250.00
123356	99-10547	BEASLEY TECHNOLOGY INC	MICROSOFT OFFICE LICENSE	6/2018	3009884	1,158.00
123307	99-10555	WILLIAMS, JENNIFER	MEAL REIMBURSEMENT	6/2018	6/13-14/18 123307	24.00
123187	99-10556	NOAH, JON	MEAL REIMBURSEMENT	6/2018	6/13-14/18 123187	24.00
123309	99-10629	TAYLOR, KEVIN	MEAL REIMBURSEMENT	6/2018	6/9-10/18 123309	24.00
123064	99-10659	UNITED TACTICAL SYSTEMS LLC	SUPPLIES TO TRAIN OFFICER	6/2018	4947AU6-IN	402.00
122444A	99-10661	MARGARET MCMORROW-LOVE	PROF SERVICES-INT INVEST	6/2018	6/4/18 122444A	6,216.68
123306	99-10672	PATTON, JACOB	MEAL REIMBURSEMENT	6/2018	6/13-14/18 123306	24.00
122345	99-1206	REASOR'S INC.	DOG FOOD	6/2018	7242 4/23/18	14.58
122426	99-1206	REASOR'S INC.	FOOD FOR STUDY SESSIONS	6/2018	6027 5/17/18	43.30
123050	99-1206	REASOR'S INC.	FOOD FOR PRISONERS	6/2018	4289 4/23/18	914.10
123070	99-1206	REASOR'S INC.	DOG FOOD FOR VALOR	6/2018	1563 5/16/18	15.58
123190	99-1563	THE PEAVEY CORPORATION	10 METH TEST KITS	6/2018	345202	115.00
120360	99-161	CREEK COUNTY RURAL WTR #4	SEWER FOR STAT 4	6/2018	741 4/27-5/29/18	95.00
123217	99-191	FARMERS FEED, INC.	SPRAYER	6/2018	6/8/18 123217	1,187.00
120948	99-1992	JOHN DEERE FINANCIAL ACCT#5	MISC BOLTS, ROPE, ETC	6/2018	N14905/2 4/30/18	31.98
121840	99-1992	JOHN DEERE FINANCIAL ACCT#5	FLUID FOR THE TRUCKS	6/2018	F16773/2 4/30/18	119.80
122114	99-1992	JOHN DEERE FINANCIAL ACCT#5	DOG FOOD FOR VALOR	6/2018	F13684/2 4/26/18	77.98
122945	99-265	RABY PLUMBING, INC.	REPLACE SUMP IN ELEV SHAF	6/2018	21670	235.00
123326	99-274	CITY MANAGEMENT ASSOC OF OK	2018 CONFERENCE FEE	6/2018	7/18-20/18 J RILEY	195.00
122390	99-3270	LOEFFLER, ALLEN & HAM	TITLE OPINIONS	6/2018	BRAATZ 6/7/18	500.00
122949	99-3630	US POSTMASTER	P O BOX RENTAL	6/2018	6/30/18 BOX# 1130	454.00
120022	99-3633	PUBLIC SERVICE COMPANY OF OK	MONTHLY FEE-STORM SIREN	6/2018	9536811170 5/25/18	11.77
122918	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR VEHICLES	6/2018	153-109852	62.73
123552	99-3707	O'REILLY AUTOMOTIVE INC	FUEL PUMP/BRAKES/ROTORS	6/2018	153-108521	300.41
123555	99-3707	O'REILLY AUTOMOTIVE INC	OIL PAN DRAIN PLUGS	6/2018	153-109716	20.04
123556	99-3707	O'REILLY AUTOMOTIVE INC	BRAKE ROTORS/PADS	6/2018	153-109887	137.66
123557	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR UNIT	6/2018	153-110867	510.03
119793	99-3797	OCCUPATIONAL HEALTH CENTER	PRE-EMPLOY DRUG SCREEN	6/2018	256113517	48.50
122429	99-3797	OCCUPATIONAL HEALTH CENTER	PHYSICALS/DRUG SCREENS	6/2018	256118926	121.50

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
123320	99-3977	RANDY ARNOLD	MEAL REIMBURSEMENT	6/2018	5/23-25/18 123320	36.00
122916	99-4022	OKLAHOMA STATE UNIVERSITY	FIRE OFFICER TRAINING	6/2018	68647	3,850.00
120789	99-4183	UPTOWN SAPULPA ACTION, INC.	CONTRACT W/ MAIN ST	6/2018	JUNE 2018 120789	2,500.00
120394	99-4269	CREEK COUNTY RURAL WTR #3	WATER BILL-GUN RANGE	6/2018	33975 4/19-5/22/18	24.00
123261	99-4482	OTA / GOV. ACCOUNTS	PIKE PASS CHARGE	6/2018	20180500564	3.80
120779	99-4690	TOTAL RADIO, INC	AGRMNT-MAINT STORM SIRENS	6/2018	80000860	1,176.00
123263	99-4700	COX COMMUNICATIONS	MAY 2018 PHONE CHARGE	6/2018	067201101 5/31/18	10,695.15
123060	99-6195	COFFEY, GLENN	MEAL REIMBURSEMENT	6/2018	6/5/18 123060	12.00
122395	99-6465	WIDDOES, DAVID	REIMBURSE-BUSINESS LUNCH	6/2018	6/11/18 122395	108.74
122396	99-6465	WIDDOES, DAVID	MISC OFFICE SUPPLIES	6/2018	6/11/18 122396	34.54
120737	99-6477	WEST PUBLISHING CORPORATION	WESTLAW SUBSCRIPTION	6/2018	838286462	545.26
120443	99-6554	PITNEY BOWES INC	MONTHLY POSTAGE FEES	6/2018	6/1/18 120443	1,000.00
120045	99-6575	STATE OF OKLAHOMA	OLET MONTHLY FEE	6/2018	01-1803457	350.00
122948	99-7011	LOWE'S HOME CENTERS, INC.	WATER FILTERS	6/2018	11240	47.49
122445	99-7019	DELL MARKETING LP	COMPUTER/MONITOR	6/2018	10243216079	1,087.99
123221	99-7044	SAPULPA DRIVE IN PHARMACY I2	BOXES OF LANCETS	6/2018	054877900 6/11/18	21.90
123222	99-7044	SAPULPA DRIVE IN PHARMACY IV	VAC HANDLE-EMS SUPPLIES	6/2018	4	402.00
122432	99-7070	MO' PIZZA RESTAURANTS, LLC	PIZZA FOR STUDY SESSION	6/2018	3/5/18 (BECKY)	88.24
122446	99-7070	MO' PIZZA RESTAURANTS, LLC	FOOD FOR MEETINGS	6/2018	5/17/18 (BECKY)	55.49
122394	99-7168	LEGAL DIRECTORES PUB CO	2018 LEGAL DIRECTORY	6/2018	0105051 2018	69.75
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	6/2018	0251924954	117.59
121393	99-7310	BOND LOGISTIX LLC DBA BLX	GARBITRAGE RELATED SERVICE	6/2018	42182-3751/052118	1,500.00
123576	99-7612	SUBWAY, INC	FOOD FOR STUDY SESSION	6/2018	0855	59.70
123310	99-7842	ZAMUDIO, STEPHEN	MEAL REIMBURSEMENT	6/2018	6/9-10/18 123310	24.00
121848	99-7868	WESTLAKE HARDWARE INC	MISC PARTS/SUPPLIES	6/2018	8137177	168.82
122903	99-7868	WESTLAKE HARDWARE INC	MISC JANITORIAL SUPPLIES	6/2018	8137335	10.77
120342	99-8203	GRIMSLEY'S INC.	DEGREASERS	6/2018	310724	78.20
122699	99-8216	HILAND DAIRY FOODS CO.LLC	MILK FOR PRISONERS	6/2018	9060121	20.00
123213	99-8248	BOB HURLEY FORD LLC	INSTALL IDLE SWITCHES	6/2018	FOCS312797	816.00
122800	99-8269	NAFECO, INC.	EQUIP/JORDAN COMBS	6/2018	930220	1,923.45
123428	99-8381	NEWEGG.COM	DIG HARD DRIVE-BODY CAM	6/2018	1301368325	152.99
123028	99-8434	FLEETCOR TECHNOLOGIES d/b/a	CNG MAY 2018	6/2018	NP53464336	143.27
120547	99-8458	ANNIES JEWELRY	RETIREMENT WATCH-A FIFE	6/2018	5/16/18 120547	200.00
120361	99-8469	SAPULPA RURAL WATER	WATER USAGE STAT 4	6/2018	48003 4/13-5/11/18	71.00
122923	99-8543	SUTTON TRACTOR	MISC EQUIP MAINT	6/2018	184738	155.90
122143	99-8552	LIFESAVERS CONFERENCE, INC.	CONFERENCE FEE	6/2018	96126	350.00
123322	99-8606	KAPS TOWING LLC	TOW VEHICLE	6/2018	14051	93.15
120322	99-8817	DE LAGE LANDEN PUBLIC FINAN	LEASE COPIERS/PRINTERS	6/2018	59380756	2,327.00
121109	99-8846	ARLEDGE & ASSOCIATES, P.C.	BILLING ON AUDIT FY 16/17	6/2018	29147	3,016.00
122248	99-8936	CONRAD FIRE EQUIPMENT, INC.	REPAIR FRONT BUMPER	6/2018	527347	10,600.59
121846	99-9173	ALL MAINTENANCE SUPPLY, INC	MISC JANITORIAL SUPPLIES	6/2018	69434-01	52.20
120315	99-9288	ADVANCE ALARMS, INC	ALARM FOR GARAGE	6/2018	1627710	25.00
123701	99-9328	RENE BATES AUCTIONEERS, INC	AUCTION/COMMISSION FEES	6/2018	2018-0397	448.19
120494A	99-9397	ELECTRONIC TRANSACTION SYST	CREDIT CARD FEES	6/2018	MAY 2018 120494A	360.39
120444	99-9515	PITNEY BOWES INC	QUARTERLY PAYMENTS	6/2018	3306250450	254.29
122449	99-9630	MAC KFC, LLC	FOOD FOR MEETING	6/2018	712141	41.98
122938	99-9708	C & D MECHANICAL LLC	REPAIR AIR UNIT -ANNEX	6/2018	1644	2,450.00
123328	99-9840	CARTER COUNTY LODGING, LLC	LODGING FEE FOR SEMINAR	6/2018	7/17-20/18 J RILEY	330.00
119412	99-9859	VERIZON WIRELESS SERVICES	LDATA PLAN BLDG INSP IPAD	6/2018	9808003803A	40.01
120147	99-9859	VERIZON WIRELESS SERVICES	LWIRELESS CHARGES FOR IPAD	6/2018	9808003803	350.11

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
123057	99-9923	OKLAHOMA ANIMAL CONTROL	ASSEMINAR FEE-M RUHL	6/2018	160	175.00
123201A	99-9974	BOWERS OIL CO.	DIESEL FOR GENERATORS	6/2018	34899	150.00
123192	99-9975	SAFELITE FULFILLMENT, INC	dREPLACE WINDSHIELD	6/2018	06508-539804	237.89
FUND TOTAL:						74,824.14

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
121736	99-10074	CONTROL SYSTEM SOLUTIONS	LLREPAIR LIFT STATION ALARM	6/2018	18014	1,983.75
122760	99-10074	CONTROL SYSTEM SOLUTIONS	LLINSTALL UPS-MAIN PLANT	6/2018	18012	1,880.00
122770	99-10074	CONTROL SYSTEM SOLUTIONS	LLREPLACE DC POWER SUPPLY	6/2018	18013	340.00
123377	99-10074	CONTROL SYSTEM SOLUTIONS	LLUSB TO DATA ADAPTER	6/2018	18015	1,150.00
123262	99-103	ONG	APRIL 2018	6/2018	APRIL 2018 123262	1,445.82
120237	99-10302	LAMPTON WELDING SUPPLY CO,	TANK RENTAL	6/2018	886372	15.86
120288	99-10302	LAMPTON WELDING SUPPLY CO,	CHEMICAL BOTTLE RENTALS	6/2018	886373	25.72
120290	99-10302	LAMPTON WELDING SUPPLY CO,	PROPANE	6/2018	04666614	57.19
121384	99-10547	BEASLEY TECHNOLOGY INC	BACKUP & INSTALLATION	6/2018	3009833	112.50
121385	99-10547	BEASLEY TECHNOLOGY INC	REMOTE MONITORING	6/2018	3009958	137.50
121386	99-10547	BEASLEY TECHNOLOGY INC	MONTHLY COMPUTER MAINT	6/2018	3009834	2,250.00
123253	99-10558	TECHNICAL PROGRAMMING	SERVIMAILING FEES-UTIL BILLING	6/2018	101501	1,037.32
120998	99-10578	FRANKLIN MILLER INC	REPLACE GRINDER-NE STATIO	6/2018	30182	1,550.00
123165	99-1443	BRENNTAG SOUTHWEST, INC.	CHEMICALS-SODIUM PERM	6/2018	BSW991713	4,097.60
123167	99-1443	BRENNTAG SOUTHWEST, INC.	ACH CHEMICALS	6/2018	BSW992009	17,314.84
123604	99-1443	BRENNTAG SOUTHWEST, INC.	CHLORINE	6/2018	BSW991712	2,310.00
123605	99-1443	BRENNTAG SOUTHWEST, INC.	FLOURIDE	6/2018	BSW991711	932.50
120233	99-1575	FIZZ-O WATER CO., INC.	WATER FOR LAB TESTING	6/2018	1175386	65.00
122758	99-1992	JOHN DEERE FINANCIAL ACCT#5	MISC HAND TOOLS FOR SHOP	6/2018	N15556/2 5/8/18	71.92
122761	99-1992	JOHN DEERE FINANCIAL ACCT#5	MISC PARTS/TOOLS FOR PLAN	6/2018	F13250/2 4/25/18	107.27
122774	99-1992	JOHN DEERE FINANCIAL ACCT#5	MISC PARTS FOR PLANT	6/2018	F29913/2 5/22/18	82.72
122979	99-1992	JOHN DEERE FINANCIAL ACCT#5	BOOTS-BOWLING	6/2018	F13285/2 4/25/18	99.97
122945	99-265	RABY PLUMBING, INC.	REPLACE SUMP IN ELEV SHAF	6/2018	21670	235.00
122983	99-3321	CENTRAL TECH	DEQ REQUIRED TRAINING	6/2018	18-7359C	50.00
123168	99-3321	CENTRAL TECH	RENEWAL CLASSES	6/2018	18-7359B	200.00
123375	99-3321	CENTRAL TECH	LICENSE RENEWAL CLASS	6/2018	18-7359A	100.00
119369	99-3593	CITY OF TULSA	METER CONNECT FEE-POLSON	6/2018	103688966B 5/22/18	235.11
120317	99-3633	PUBLIC SERVICE COMPANY OF	OSRWCS ELEC SERVICE	6/2018	9567775920 5/25/18	6,681.04
119972	99-3881	FHC, INC. DBA TETRA TECH	FHOPERATION/MAINT-SKIATOOK	6/2018	51319012	9,921.58
122058	99-3881	FHC, INC. DBA TETRA TECH	FHENGINEER SRVCSRWCS	6/2018	51321660	987.62
120706	99-3908	VERDIGRIS VALLEY ELEC COOP	SWRCS ELECTRIC	6/2018	2621103200 5/31/18	12.81
121731	99-4112	ACCURATE ENVIRONMENTAL INC.	IN HOUSE TESTING	6/2018	SU28330	333.61
122765	99-4112	ACCURATE ENVIRONMENTAL INC.	DEQ REQUIRED TESTING	6/2018	AE17035	330.00
123156	99-4112	ACCURATE ENVIRONMENTAL INC.	MAY LT2	6/2018	AE09108	400.00
123158	99-4112	ACCURATE ENVIRONMENTAL INC.	MAY OPEDS	6/2018	AE23073	220.00
123380	99-4112	ACCURATE ENVIRONMENTAL INC.	IN HOUSE TESTINGS SUPPLIE	6/2018	SU28383	752.68
122880	99-4125	TULSA LOCK & KEY, INC.	REPAIR DOOR LOCKS	6/2018	8394	117.50
123170	99-4344	UNITED STATES PLASTIC	CORPOVALVES AND PLUMBING PARTS	6/2018	5458027	271.07
123383	99-4819	ODEQ	ANNUAL PERMIT	6/2018	18053170170	14,435.35
119596	99-4936	WASTE MANAGEMENT OF TEXAS,	YEARLY TRASH COLLECTION	6/2018	2200193 / 2200694	112,158.71
120289	99-5493	AQUARIUS ENTERPRISES INCORPDI	BOTTLE RENTAL	6/2018	250957	13.00
123160	99-5493	AQUARIUS ENTERPRISES INCORPDI	BOTTLE RECHARGE	6/2018	1438708	126.50
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	6/2018	8241484824	133.98

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
122926	99-6671	SAPULPA AREA CHAMBER OF COM	CONTRACT-PRIDE IN SAPULPA	6/2018	JUNE 2018 122926	2,500.00
122948	99-7011	LOWE'S HOME CENTERS, INC.	WATER FILTERS	6/2018	11240	47.49
123378	99-7150	UTILITY SUPPLY OF AMERICA,	O2 SENSOR-BW GAS DETECTOR	6/2018	587596	187.01
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	6/2018	0251924954	110.94
120242	99-7868	WESTLAKE HARDWARE INC	MISC PARTS/SUPPLIES	6/2018	8137233	30.13
120324	99-7994	BANCFIRST	SMA UTIL REV BOND REF 12	6/2018	SERIES2012 6/6/18	137,220.84
123252	99-7994	BANCFIRST	SMA UTIL SYSTEM REV BONDS	6/2018	SERIES2013 6/6/18	206,105.42
120238	99-7998	AMERICAN ENVIRONMENTAL	LANDSLUDGE DISPOSAL FEE	6/2018	8854	2,640.76
123028	99-8434	FLEETCOR TECHNOLOGIES d/b/ac	NG MAY 2018	6/2018	NP53464336	157.57
122457	99-9084	SCHUERMAN ENTERPRISES, INC	VACUUM CHAMBER	6/2018	3007	4,000.00
120494A	99-9397	ELECTRONIC TRANSACTION	SYSTEM CREDIT CARD FEES	6/2018	MAY 2018 120494A	2,388.15
120444	99-9515	PITNEY BOWES INC	QUARTERLY PAYMENTS	6/2018	3306250450	254.30
122769	99-9577	TRACTOR SUPPLY COMPANY	MOWER PARTS/BLADES	6/2018	398892	259.95
122938	99-9708	C & D MECHANICAL LLC	REPAIR AIR UNIT -ANNEX	6/2018	1644	2,450.00
121074	99-9914	JOSHUA R LAMB	SURVEY-WATERLINE EASEMENT	6/2018	3386	1,568.00
FUND TOTAL:						544,703.60

FUND: 29 - STORMWATER MANAGEMENT

SUMMARY REPORT

123364	99-10252	CECIL COX ENTERPRISES	TIRE FOR VAC TRUCK	6/2018	3027691	618.50
123554	99-10289	ROBERTS TRUCK CENTER OF OK	LAOIL/COOLANT/TEMP SENSOR	6/2018	411161707	70.26
123262	99-103	ONG	APRIL 2018	6/2018	APRIL 2018 123262	316.69
123367	99-3537	AAA RENTAL & SALES CORP	HAMMER DRILL RENTAL	6/2018	25104	35.00
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	6/2018	0251924954	27.00
123028	99-8434	FLEETCOR TECHNOLOGIES d/b/ac	NG MAY 2018	6/2018	NP53464336	247.72
123553	99-8539	CROW BURLINGAME COMPANY	ANTIFREEZE/WIPER BLADES	6/2018	106-7730	31.90
121315	99-9080	J & R EQUIPMENT, LLC	GASKETS FOR VAC TRUCK	6/2018	37612	59.47
FUND TOTAL:						1,406.54

FUND: 30 - STREET & ALLEY

SUMMARY REPORT

120457	99-10252	CECIL COX ENTERPRISES	FLAT REPAIRS	6/2018	3028056	310.00
123262	99-103	ONG	APRIL 2018	6/2018	APRIL 2018 123262	168.63
123368A	99-10670	E AND E CONCRETE AND TREE	SREMOVE TREE	6/2018	5518	3,500.00
122632	99-1992	JOHN DEERE FINANCIAL ACCT#5	HAND TOOLS	6/2018	F17769/2 5/2/18	75.46
122830	99-1992	JOHN DEERE FINANCIAL ACCT#5	BATTERY GREASE GUN	6/2018	F29406/2 5/21/18	169.99
120460	99-3707	O'REILLY AUTOMOTIVE INC	MISC PARTS FOR TRUCKS	6/2018	153-108402	4.38
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	6/2018	0251924954	27.00
123028	99-8434	FLEETCOR TECHNOLOGIES d/b/ac	NG MAY 2018	6/2018	NP53464336	12.66
FUND TOTAL:						4,268.12

FUND: 31 - CEMETERY MAINTENANCE

SUMMARY REPORT

123262	99-103	ONG	APRIL 2018	6/2018	APRIL 2018 123262	216.71
123402	99-1992	JOHN DEERE FINANCIAL ACCT#5	MISC MATERIAL FOR REPAIRS	6/2018	F23017/2 5/11/18	91.47
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	6/2018	8241484821	11.96
123404	99-7868	WESTLAKE HARDWARE INC	PALLET OF CEMENT	6/2018	8137063	33.96
120606	99-8372	SAWYER ENTERPRISES	MOW FLOOD PROPERTY	6/2018	300060618	950.00
123409	99-8543	SUTTON TRACTOR	BOLTS FOR BLADES	6/2018	203708	15.05
123405	99-9173	ALL MAINTENANCE SUPPLY, INC	MISC JANITORIAL SUPPLIES	6/2018	69054-01	63.10

FUND: 31 - CEMETERY MAINTENANCE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
FUND TOTAL:						1,382.25
FUND: 32 - HUNTING & FISHING						SUMMARY REPORT
120583	99-10516	HINSCH MARY	LAKE CARETAKER	6/2018	JUNE 2018 120583	750.00
120710	99-10516	HINSCH MARY	COMMISSION SALES	6/2018	730453	237.00
120720	99-4269	CREEK COUNTY RURAL WTR #3	WATER BILL @SAHOMA LAKE	6/2018	24027 4/25-5/25/18	69.50
120566	99-7876	DEWAYNE MOTE	STOCK CHANNEL CATFISH	6/2018	6/9/18 120566	1,266.00
FUND TOTAL:						2,322.50
FUND: 33 - GOLF COURSE						SUMMARY REPORT
123371	99-10160	MERRIFIELD OFFICE SOLUTIONS	SCOPY PAPER/PAPER CLIPS	6/2018	0147197-001	39.00
123098	99-10252	CECIL COX ENTERPRISES	TIRE FOR TRACTOR	6/2018	3028084	67.44
123262	99-103	ONG	APRIL 2018	6/2018	APRIL 2018 123262	256.82
122281	99-10302	LAMPTON WELDING SUPPLY CO,	C02 FOR FOUNTAIN	6/2018	886371	75.01
123095	99-10669	JEFFREY S BORTHEN	BEVERAGE BAGS FOR GRILL	6/2018	8713	147.12
123089	99-175	STANDARD DISTRIBUTING INC	MISC CONCESSION SUPPLIES	6/2018	331949	286.12
123085	99-3794	BOTTLING GROUP, LLC	CONCESSION SUPPLIES	6/2018	18046309	325.80
122277	99-3999	OKLAHOMA GOLF ASSOCIATION,	MGA MEMBERSHIPS	6/2018	6003018	360.00
123091	99-4686	ANHEUSER BUSCH SALES-OKLAHO	MISC CONCESSION SUPPLIES	6/2018	194731	832.30
123076	99-4700	COX COMMUNICATIONS	CABLE DROPS	6/2018	067167801 5/30/18	19.95
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	6/2018	8241484826	15.06
123088	99-7011	LOWE'S HOME CENTERS, INC.	MISC TOOLS FOR SHOP	6/2018	01518	448.35
123093	99-8436	LDF SALES & DISTRIBUTING,	IRESTOCK GRILL/CONCESSION	6/2018	208854	236.50
123092	99-8442	SYSCO FOODS SERVICES OF OKL	RESTOCK GRILL	6/2018	126440851	871.66
122285	99-8473	CALLAWAY GOLF SALES COMPAN	YSPRING ORDER	6/2018	928961810	218.10
122741	99-8717	P & K EQUIPMENT	PARTS FOR JD MOWER	6/2018	2819211	463.06
123081	99-9173	ALL MAINTENANCE SUPPLY, INC	MISC JANITORIAL SUPPLIES	6/2018	69026-01	282.08
123094	99-9279	WESLEY HEFLEY	SERVICE ICE MACHINE	6/2018	35816	235.00
122745	99-9974	BOWERS OIL CO.	FUEL AND DIESEL	6/2018	34890	1,574.97
FUND TOTAL:						6,754.34
FUND: 34 - LIBRARY						SUMMARY REPORT
120104	99-10095	RICOH USA, INC	WARRANTY SPEC PRINTER	6/2018	5053485564	119.47
122873	99-10160	MERRIFIELD OFFICE SOLUTIONS	MISC OFFICE SUPPLIES	6/2018	0145977-001	316.44
123262	99-103	ONG	APRIL 2018	6/2018	APRIL 2018 123262	235.85
122852	99-10646	MARTIN, MONA	TRAINING REIMBURSEMENT	6/2018	5/30/18 122852	105.20
122853	99-10646	MARTIN, MONA	TRAINING REIMBURSEMENT	6/2018	5/22/18 122853	96.15
122854	99-10647	MITCHELL, SCOTT	TRAINING REIMBURSEMENT	6/2018	5/22/18 122854	95.17
122423	99-2213	BRODART CO.	BARCODES FOR BOOKS	6/2018	500756	180.77
122421	99-5388	OFFICE DEPOT 25022426	REPLACE KEYBOARD/MOUSE	6/2018	145106505001	272.39
120105	99-7963	TAMMY YVONNE TALLEY	JANITORIAL SRVCS-LIB ANNE	6/2018	JUNE 2018 120105	345.00
120106	99-7963	TAMMY YVONNE TALLEY	JANITORIAL SRVCS-LIBRARY	6/2018	JUNE 2018 120106	950.00
122874	99-9088	CHARLEY'S SOUTHSIDE LOCK &	REPAIR LOCKS/DOOR	6/2018	77527	345.14
121703	99-9601	KIWI PROPERTIES LLC	LANDSCAPING AT LIBRARY	6/2018	10/30/17 121703	511.00
123528	99-9601	KIWI PROPERTIES LLC	LANDSCAPING MAINT	6/2018	5/29/18 123528	479.25
FUND TOTAL:						4,051.83

FUND: 35 - PARKS & RECREATION

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
122500	99-10086	SWANK MOTION PICTURES, INC	MOVIES IN THE PARK	6/2018	DB 2502570	265.00
123625	99-10160	MERRIFIELD OFFICE SOLUTIONS	TOILET PAPER	6/2018	0146804-001	31.49
123558	99-10252	CECIL COX ENTERPRISES	TIRE FOR TRAILER	6/2018	3028112	72.45
123262	99-103	ONG	APRIL 2018	6/2018	APRIL 2018 123262	678.50
122192	99-1037	AMERICAN TEXTILE SCREENPRINT	SHIRTS/HOODIES	6/2018	30501	537.85
123134	99-10592	WOOTEN PLUMBING & UTILITIES	REPAIRS TO THE SPLASH PAD	6/2018	10507	890.76
122190	99-141	LOCKE SUPPLY CO.	PLUMBING PARTS-PARK BATHR	6/2018	34417573-00	14.28
123133	99-1992	JOHN DEERE FINANCIAL ACCT#5	SOIL/WEEDEATER STRING	6/2018	F18076/2 5/3/18	75.98
121104	99-4700	COX COMMUNICATIONS	CABLE-SENIOR & REC CENTER	6/2018	067168801 5/30/18	7.37
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	6/2018	8241484825	11.52
123629	99-7011	LOWE'S HOME CENTERS, INC.	MINNOW FILTERS	6/2018	02701	81.32
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	6/2018	0251924954	27.00
122790	99-8007	ADVANCED INDUSTRIAL SOLUTIONS	MISC JANITORIAL SUPPLIES	6/2018	236303	506.61
123626	99-8007	ADVANCED INDUSTRIAL SOLUTIONS	JANITORIAL SUPPLIES	6/2018	236361	128.20
123028	99-8434	FLEETCOR TECHNOLOGIES d/b/a	CNG MAY 2018	6/2018	NP53464336	74.25
120562	99-8545	TITAN COMMERCIAL SERVICES,	JANITORIAL SERVICES-PARKS	6/2018	JUNE 2018 120562	750.00
120556	99-9288	ADVANCE ALARMS, INC	MONITORING-SENIOR CENTER	6/2018	1627225	25.00
120558	99-9288	ADVANCE ALARMS, INC	ALARM/MONITORING SERVICE	6/2018	1627916	25.00
120552	99-9595	CAMPBELL WENDY	DATA ENTRY-TRACKING PROGR	6/2018	5/16-30/18 120552	345.00
120560	99-9996	ALLIANCE MAINTENANCE, INC.	JANITORIAL SRVCS-BTW CENT	6/2018	104527	875.00
120561	99-9996	ALLIANCE MAINTENANCE, INC.	JANITORIAL SRVCS-SENIOR	6/2018	104526	695.00
FUND TOTAL:						6,117.58

FUND: 36 - SWIMMING POOL

SUMMARY REPORT

123149	99-10160	MERRIFIELD OFFICE SOLUTIONS	TRASH BAGS	6/2018	0146803-001	28.99
122503	99-10219	JOSEPH WILLIAM NOZAK NOZAK-SNO	CONE SUPPLIES	6/2018	6/3/18 122503	357.00
123631	99-10219	JOSEPH WILLIAM NOZAK NOZAK-CON	CESSION SUPPLIES	6/2018	6/8/18 123631	262.00
123262	99-103	ONG	APRIL 2018	6/2018	APRIL 2018 123262	25.15
123139	99-1037	AMERICAN TEXTILE SCREENPRINT	SHIRTS FOR STAFF	6/2018	31313	421.60
123363	99-141	LOCKE SUPPLY CO.	REBUILD SWIM PLATFORM	6/2018	34418060-00	76.56
123029	99-68	A & M ELECTRIC, INC	SERVICE CALL	6/2018	5761	815.00
123145	99-68	A & M ELECTRIC, INC	SERVICE CALL	6/2018	5759	167.35
123147	99-7070	MO' PIZZA RESTAURANTS, LLC	CONCESSION SUPPLIES	6/2018	529181	678.00
122510	99-9173	ALL MAINTENANCE SUPPLY, INC	MISC JANITORIAL SUPPLIES	6/2018	68961-01	21.00
120557	99-9288	ADVANCE ALARMS, INC	ALARM/MONITORING SERVICE	6/2018	1626916	25.00
122505	99-9624	THE POOL STORE LLC	MISC CHEMICALS	6/2018	6065	61.65
123132	99-9624	THE POOL STORE LLC	CHEMICALS	6/2018	6074	149.95
123125	99-9977	SUNBELT POOLS, INC.	CHLORINE	6/2018	35617-1	105.00
123126	99-9977	SUNBELT POOLS, INC.	ACID	6/2018	34986-1	954.46
FUND TOTAL:						4,148.71

FUND: 44 - MAJOR THOROFARE

SUMMARY REPORT

120316	99-3633	PUBLIC SERVICE COMPANY OF O	EXPRESSWAY LIGHTS-ELEC	6/2018	9512469420 5/25/18	543.32
123365	99-8484	SHERWIN WILLIAMS COMPANY,	ICURB PAINT	6/2018	6010-6	108.76
FUND TOTAL:						652.08

FUND: 45 - CAPITAL IMPROVEMENTS

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
120810	99-10548	HOUSTON FREIGHTLINER INC	ASPHALT PATCH TRUCK	6/2018	SIV-010-00-0001506	147,538.00
120998	99-10578	FRANKLIN MILLER INC	REPLACE GRINDER-NE STATIO	6/2018	30182	31,000.00
FUND TOTAL:						178,538.00

FUND: 46 - WATER & SEWER SALES TAX

SUMMARY REPORT

123262	99-103	ONG	APRIL 2018	6/2018	APRIL 2018 123262	175.88
123114	99-10383	TRIO VISION, LLC	REPAIR 8" CAMERA	6/2018	V027497	172.60
123501	99-10560	CORE & MAIN LP	LEADER HOSE	6/2018	I909575	112.50
123502	99-10560	CORE & MAIN LP	MANHOLE RING	6/2018	I915742	115.00
123500	99-1992	JOHN DEERE FINANCIAL ACCT#5	MISC TOOLS/RR TIE	6/2018	N16851/2 5/23/18	109.86
122586	99-3321	CENTRAL TECH	ODEQ RENEWAL CLASSES	6/2018	18-7359	150.00
123505	99-3707	O'REILLY AUTOMOTIVE INC	PARTS FOR VAC TRUCK	6/2018	153-109489	244.95
122595	99-4104	ODEQ	TEMP ODEQ LICENSE	6/2018	100841 J CAIN	124.00
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	6/2018	8241484827	10.64
122580	99-7080	TULSA GRASS & SOD FARMS,	INSOD TO REPAIR YARDS	6/2018	0108200-IN	110.00
122593	99-7080	TULSA GRASS & SOD FARMS,	INSOD TO REPAIR YARDS	6/2018	0108251-IN	110.00
120442	99-7216	US CELLULAR	MONTHLY CELLPHONE CHARGES	6/2018	0251924954	101.97
123506	99-8023	EASTON SOD FARMS, INC.	PALLET OF SOD	6/2018	0117596	180.00
123028	99-8434	FLEETCOR TECHNOLOGIES d/b/a	CNG MAY 2018	6/2018	NP53464336	221.13
123112	99-9080	J & R EQUIPMENT, LLC	HOSES & FITTINGS	6/2018	37262	185.27
123124	99-9080	J & R EQUIPMENT, LLC	VAC TRUCK PARTS	6/2018	37539	523.94
122589	99-9501	C & C CONSTRUCTION LLC	CONCRETE REPAIRS	6/2018	36	3,400.00
122590	99-9501	C & C CONSTRUCTION LLC	CONCRETE REPAIRS	6/2018	34	1,900.00
123559	99-9572	YELLOWHOUSE MACHINERY CO	OFSEAT ADJUSTMENT CABLE KIT	6/2018	340312	73.62
FUND TOTAL:						8,021.36

FUND: 55 - INSURANCE FUND

SUMMARY REPORT

120968	99-9739	THE HOLMES ORGANISATION,	INJUNE EMPLOY HEALTH INS	6/2018	JUNE 2018 120968	231,631.84
FUND TOTAL:						231,631.84

FUND: 57 - E-911 FUND

SUMMARY REPORT

120376	99-4319	AT&T	E-911 MAPPING FEES	6/2018	9181540064 6/1/18	236.90
FUND TOTAL:						236.90

FUND: 58 - JUVENILE JUSTICE FUND

SUMMARY REPORT

120492	99-7564	HUMAN SKILLS & RESOURCES	I PROBATION SRVCS-COURT	6/2018	5/1-5/31/18 120492	1,250.00
FUND TOTAL:						1,250.00

FUND: 59 - HOTEL/MOTEL TAX FUND

SUMMARY REPORT

123356	99-10547	BEASLEY TECHNOLOGY INC	MICROSOFT OFFICE LICENSE	6/2018	3009884	289.00
FUND TOTAL:						289.00

FUND: 60 - GRANTS AND AID

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
122072	99-3881	FHC, INC. DBA TETRA TECH	FHENGINEERING/SENEGENCE SWR	6/2018	51319474	36,000.00
					FUND TOTAL:	36,000.00
FUND: 63 - SERIES 2014 STR CAP IMPR						SUMMARY REPORT
122957	99-9914	JOSHUA R LAMB	STAKE CENTERLINE-N HICKOR	6/2018	3463	1,160.00
					FUND TOTAL:	1,160.00
FUND: 65 - STREET IMP.SALES TAX						SUMMARY REPORT
120323	99-7994	BANCFIRST	SMA CAP IMPR REV BOND 14	6/2018	SERIES2014 6/6/18	52,818.96
119149S	99-9629	GUY ENGINEERING SERVICES,	IENG SRVCS-SAHOMA BRIDGE	6/2018	840C-6	1,750.05
					FUND TOTAL:	54,569.01
FUND: 81 - G.O. BOND SINKING FUND						SUMMARY REPORT
121375	99-9620	UMB, CORPORATE TRUST DEPT.	DEBT SRVC PAYMENTS	6/2018	561852	300.00
					FUND TOTAL:	300.00
FUND: 83 - G.O.BOND CONSTR FUND						SUMMARY REPORT
110187R	99-3881	FHC, INC. DBA TETRA TECH	FHDESIGN-LIFT STATION NO2/4	6/2018	51319472	2,460.00
123704	99-3881	FHC, INC. DBA TETRA TECH	FHPROF SRVCS-BASIN #2/4	6/2018	51319473	3,700.00
114781C	99-8149	BKL, INC.	AMENDMENT #3	6/2018	#18 6/1/18 114781C	30,000.00
					FUND TOTAL:	36,160.00
					GRAND TOTAL:	1,198,787.80

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
6/2018	10	501-301	TRAINING & TRAVEL	288.71	
6/2018	10	501-311	PROFESSIONAL SERVICES	2,500.00	
6/2018	10	502-301	TRAINING AND TRAVEL	1,300.00	
6/2018	10	504-201	OFFICE SUPPLIES	34.54	
6/2018	10	504-260	MINOR EQUIPMENT & FURNISHINGS	580.00	
6/2018	10	504-315	FEES & OTHER CHARGES	108.74	
6/2018	10	504-323	SURVEY/TITLE RESEARCH	500.00	
6/2018	10	504-407	BOOKS	615.01	
6/2018	10	506-201	OFFICE SUPPLIES	21.38	
6/2018	10	506-260	MINOR EQUIPMENT & FURNISHINGS	289.00	
6/2018	10	506-301E	EMPLOYEE TRAINING/RECOGNITION	200.00	
6/2018	10	506-311P	PHYSICALS	170.00	
6/2018	10	506-351	MAINTENANCE-EQUIPMENT	1,087.99	
6/2018	10	508-301	TRAINING AND TRAVEL	3.80	
6/2018	10	508-315	FEES & OTHER CHARGES	25.00	
6/2018	10	508-331	UTILITIES	162.58	
6/2018	10	509-311	PROFESSIONAL SERVICES	4,516.00	
6/2018	10	509-312	ADVERTISING	140.36	
6/2018	10	510-311	PROFESSIONAL SERVICES	5,244.11	
6/2018	10	510-313	PRINTING	220.00	
6/2018	10	510-315	FEES & OTHER CHARGES	226.30	
6/2018	10	511-201	OFFICE SUPPLIES	35.26	
6/2018	10	511-211	JANITORIAL SUPPLIES	206.65	
6/2018	10	511-214E	EMS SUPPLIES	671.50	
6/2018	10	511-221	FUEL AND OIL	374.44	
6/2018	10	511-241	SAFETY EQUIPMENT	1,923.45	
6/2018	10	511-301	TRAINING AND TRAVEL	3,850.00	
6/2018	10	511-331	UTILITIES	1,266.84	
6/2018	10	511-332	COMMUNICATIONS	350.11	
6/2018	10	511-351	MAINTENANCE-EQUIPMENT	187.88	
6/2018	10	511-352	MAINTENANCE-VEHICLES	11,479.32	
6/2018	10	511-353	MAINT-BUILDINGS & FIXTURE	1,355.82	
6/2018	10	512-201	OFFICE SUPPLIES	89.99	
6/2018	10	512-211	JANITORIAL SUPPLIES	124.95	
6/2018	10	512-214	OPERATIONAL SUPPLIES	1,147.00	
6/2018	10	512-221	FUEL AND OIL	38.63	
6/2018	10	512-301	TRAINING AND TRAVEL	602.00	
6/2018	10	512-311	PROFESSIONAL SERVICES	448.19	
6/2018	10	512-321	PRISONER CARE	934.10	
6/2018	10	512-331	UTILITIES	333.37	
6/2018	10	512-351	MAINTENANCE-EQUIPMENT	350.00	
6/2018	10	512-352	MAINTENANCE-VEHICLES	1,788.98	
6/2018	10	513-301	TRAINING & TRAVEL	175.00	
6/2018	10	513-331	UTILITIES	266.69	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
6/2018	10	513-332	COMMUNICATIONS	117.59	
6/2018	10	514-351	MAINTENANCE-EQUIPMENT	1,176.00	
6/2018	10	516-312	ADVERTISING	65.90	
6/2018	10	517-332	COMMUNICATION	40.01	
6/2018	10	518-260	MINOR EQUIPMENT & FURNISHINGS	289.00	
6/2018	10	590-141	CONTRACT LABOR	2,500.00	
6/2018	10	590-202	POSTAGE	1,454.00	
6/2018	10	590-311	PROFESSIONAL SERVICES	6,216.68	
6/2018	10	590-315	FEES & OTHER CHARGES	134.09	
6/2018	10	590-331	UTILITIES	88.25	
6/2018	10	590-332	COMMUNICATIONS	10,695.15	
6/2018	10	590-341	RENTAL OF EQUIPMENT	254.29	
6/2018	10	590-353	MAINT-BUILDING & FIXTURES	1,557.49	
6/2018	10	590-404	BUILDINGS & FIXTURES	1,175.00	
6/2018	10	590-505	LEASE PAYMENTS	2,327.00	
6/2018	10	591-390	CONTINGENCY FOR EXP NOT BUDGET	500.00	74,824.14
6/2018	20	523-241	SAFETY SUPPLIES	99.97	
6/2018	20	523-301	TRAINING & TRAVEL	50.00	
6/2018	20	523-311	PROFESSIONAL SERVICES	1,037.32	
6/2018	20	523-314	UNIFORM CLEANING	21.14	
6/2018	20	523-315	OTHER FEES & CHARGES	2,388.15	
6/2018	20	523-332	COMMUNICATIONS	110.94	
6/2018	20	524-212	CHEMICALS	24,654.94	
6/2018	20	524-221	FUEL & OIL	135.94	
6/2018	20	524-301	TRAINING AND TRAVEL	200.00	
6/2018	20	524-311	PROFESSIONAL SERVICES	620.00	
6/2018	20	524-314	UNIFORM CLEANING	79.44	
6/2018	20	524-315B	FEES & OTHR CHGS-SKIATOOK	12,477.20	
6/2018	20	524-322	WATER PURCHASE	235.11	
6/2018	20	524-331	UTILITIES	7,644.29	
6/2018	20	524-341	RENTAL OF EQUIPMENT	165.22	
6/2018	20	524-353	MAINT-BUILDINGS/FIXTURES	117.50	
6/2018	20	524-354	MAINTENANCE-FACILITIES	4,271.07	
6/2018	20	525-214-.01	OPERATING SUPPLIES-LAB	1,151.29	
6/2018	20	525-221	FUEL & OIL	78.82	
6/2018	20	525-231	MINOR TOOLS	71.92	
6/2018	20	525-241	SAFETY SUPPLIES	187.01	
6/2018	20	525-301	TRAINING AND TRAVEL	100.00	
6/2018	20	525-311D	PROF SERVICES-TESTING	330.00	
6/2018	20	525-314	UNIFORM CLEANING	33.40	
6/2018	20	525-315	FEES & OTHER CHARGES	14,435.35	
6/2018	20	525-331	UTILITIES	407.13	
6/2018	20	525-341	RENTAL OF EQUIPMENT	15.86	
6/2018	20	525-345	DISPOSAL OF SLUDGE	2,640.76	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
6/2018	20	525-351	MAINTENANCE-EQUIPMENT	2,277.35	
6/2018	20	525-354	MAINTENANCE-FACILITIES	5,106.47	
6/2018	20	527-141	CONTRACT LABOR	112,158.71	
6/2018	20	527-391	CONTINGENCY - 2% OF REFUSE	2,500.00	
6/2018	20	590-141	CONTRACT LABOR	2,500.00	
6/2018	20	590-331	UTILITIES	88.25	
6/2018	20	590-341	RENTAL OF EQUIPMENT	254.30	
6/2018	20	590-353	BUILDING MAINTENANCE	1,557.49	
6/2018	20	590-404	BUILDINGS & FIXTURES	1,175.00	
6/2018	20	590-501F	BOND EXP - SERIES 2012	136,595.84	
6/2018	20	590-501G	REVENUE BOND EXP - SERIES 2013	205,626.25	
6/2018	20	590-502	REVENUE BOND TRUSTEE FEES	1,104.17	544,703.60
6/2018	29	529-221	FUEL & OIL	247.72	
6/2018	29	529-231	MINOR TOOLS	35.00	
6/2018	29	529-331	UTILITIES	316.69	
6/2018	29	529-332	COMMUNICATIONS	27.00	
6/2018	29	529-351	MAINTENANCE-EQUIPMENT	780.13	1,406.54
6/2018	30	530-221	FUEL & OIL	12.66	
6/2018	30	530-231	MINOR TOOLS	75.46	
6/2018	30	530-260	MINOR EQUIPMENT & FURNISHINGS	169.99	
6/2018	30	530-331	UTILITIES	168.63	
6/2018	30	530-332	COMMUNICATIONS	27.00	
6/2018	30	530-351	MAINTENANCE-EQUIPMENT	314.38	
6/2018	30	530-354	MAINT-FACILITIES	3,500.00	4,268.12
6/2018	31	531-141	CONTRACT LABOR	950.00	
6/2018	31	531-211	JANITORIAL SUPPLIES	63.10	
6/2018	31	531-214	OPERATING SUPPLIES	91.47	
6/2018	31	531-314	UNIFORM CLEANING	11.96	
6/2018	31	531-331	UTILITIES	216.71	
6/2018	31	531-351	MAINTENANCE-EQUIPMENT	15.05	
6/2018	31	531-354	MAINTENANCE-FACILITIES	33.96	1,382.25
6/2018	32	532-141	CONTRACT LABOR	750.00	
6/2018	32	532-142	PERMIT SALES COMMISSION	237.00	
6/2018	32	532-331	UTILITIES	69.50	
6/2018	32	532-405A	FISH STOCKINGS	1,266.00	2,322.50
6/2018	33	533-201	OFFICE SUPPLIES	39.00	
6/2018	33	533-211	JANITORIAL SUPPLIES	282.08	
6/2018	33	533-213	CONCESSION SUPPLY	3,009.51	
6/2018	33	533-215	PRO SHOP SUPPLIES	218.10	
6/2018	33	533-221	FUEL & OIL	1,574.97	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
6/2018	33	533-231	MINOR TOOLS	448.35	
6/2018	33	533-302	DUES AND SUBSCRIPTIONS	360.00	
6/2018	33	533-314	UNIFORM CLEANING	15.06	
6/2018	33	533-331	UTILITIES	256.82	
6/2018	33	533-351	MAINTENANCE-EQUIPMENT	530.50	
6/2018	33	533-354	MAINTENANCE-FACILITIES	19.95	6,754.34
6/2018	34	534-141	CONTRACT LABOR	1,295.00	
6/2018	34	534-201	OFFICE SUPPLIES	497.21	
6/2018	34	534-301	TRAINING AND TRAVEL	296.52	
6/2018	34	534-302	DUES AND SUBSCRIPTIONS	119.47	
6/2018	34	534-331	UTILITIES	235.85	
6/2018	34	534-353	MAINT/BUILDINGS	345.14	
6/2018	34	534-354	MAINTENANCE-FACILITIES	990.25	
6/2018	34	534-401A	EQUIPMENT-STATE AID GRANT	272.39	4,051.83
6/2018	35	535-141	CONTRACT LABOR	2,665.00	
6/2018	35	535-211	JANITORIAL SUPPLIES	666.30	
6/2018	35	535-221	FUEL AND OIL	74.25	
6/2018	35	535-243	RECREATIONAL SUPPLIES	265.00	
6/2018	35	535-311	PROFESSIONAL SERVICES	50.00	
6/2018	35	535-314	UNIFORM CLEANING	549.37	
6/2018	35	535-331	UTILITIES	678.50	
6/2018	35	535-332	COMMUNICATIONS	34.37	
6/2018	35	535-351	MAINTENANCE-EQUIPMENT	75.98	
6/2018	35	535-352	MAINT-VEHICLES	72.45	
6/2018	35	535-353	MAINT-BUILDINGS/FIXTURES	986.36	6,117.58
6/2018	36	536-211	JANITORIAL SUPPLIES	49.99	
6/2018	36	536-212	CHEMICALS	1,271.06	
6/2018	36	536-213	CONCESSION SUPPLIES	1,297.00	
6/2018	36	536-311	PROF SERVICES	25.00	
6/2018	36	536-314	UNIFORMS	421.60	
6/2018	36	536-331	UTILITIES	25.15	
6/2018	36	536-351	MAINTENANCE-EQUIPMENT	1,058.91	4,148.71
6/2018	44	544-251	SIGN SUPPLIES	108.76	
6/2018	44	544-331	UTILITIES	543.32	652.08
6/2018	45	525-405B	FACILITIES - CONTRACT	31,000.00	
6/2018	45	530-403	VEHICLES	147,538.00	178,538.00
6/2018	46	546-214	OPERATIONAL SUPPLIES	109.86	
6/2018	46	546-221	FUEL AND OIL	221.13	
6/2018	46	546-260	MINOR EQUIPMENT & FURNISHINGS	112.50	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
6/2018	46	546-302	DUES AND SUBSCRIPTIONS	274.00	
6/2018	46	546-314	UNIFORM CLEANING	10.64	
6/2018	46	546-331	UTILITIES	175.88	
6/2018	46	546-332	COMMUNICATIONS	101.97	
6/2018	46	546-351	MAINTENANCE-EQUIPMENT	1,200.38	
6/2018	46	546-354	MAINTENANCE-FACILITIES	5,815.00	8,021.36
6/2018	55	555-391	LIFE INS PREM-OTHERS	4,808.56	
6/2018	55	555-392	FEES & OTHER-OTHERS	226,823.28	231,631.84
6/2018	57	557-315-.01	FEES & OTHER CHARGES-WIRELESS	236.90	236.90
6/2018	58	558-141	CONTRACT LABOR	1,250.00	1,250.00
6/2018	59	559-260	MINOR EQUIPMENT & FURNISHINGS	289.00	289.00
6/2018	60	592-311A	PROF SVCS - DESGN & BID	36,000.00	36,000.00
6/2018	63	565-311B	PROF SVCS-ENG (CA & INSP)	1,160.00	1,160.00
6/2018	65	565-311A	PROF SERVICES - ENGINEERING	1,750.05	
6/2018	65	565-501	BOND EXP -SERIES 2004/2014	52,485.62	
6/2018	65	565-502	REVENUE BOND TRUSTEE FEES	333.34	54,569.01
6/2018	81	581-502	FISCAL AGENT FEES	300.00	300.00
6/2018	83	571-311A	PROF SVCS-ENG (DESIGN, BID)	2,460.00	
6/2018	83	571-311B	PROF SVCS-ENG (C.A. & INSP)	3,700.00	
6/2018	83	577-311A	PROF SVCS-ENG (DESIGN, BID)	30,000.00	36,160.00
				GRAND TOTAL ESTIMATE:	0.00
				GRAND TOTAL ACTUAL:	1,198,787.80
				REPORT TOTAL:	1,198,787.80



AGENDA ITEM

Administration 10.A.

City Council Regular

Meeting Date: June 18, 2018

Submitted For: David Widdoes, City Attorney

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: David Widdoes

SUBJECT:

Discussion and possible action regarding approval of Partial Release of Pipeline Easement in the Section 24, Township 18 North, Range 11 East (Creek Turnpike and State Highway 66).

BACKGROUND:

The City has received a request from the law firm Riggs Abney on behalf of Ferguson Smith Sapulpa, LLC, the owner of a 22 acre tract in Creek County, for a release of a temporary 80 foot easement. After the purchase of the property, the title policy revealed easements as exceptions to title including a Grant of Easement to the City of Sapulpa filed in 1969. The temporary easement, comprising of approximately 5.5 acres, should have been released when construction of the line was complete decades ago.

RECOMMENDATION:

Staff recommends Council approve Partial Release of Easement and authorize Mayor to execute same.

Attachments

Letter requesting release of easement

1969 Easement

Survey

Map

Partial Release of Pipeline Easement

R I G G S  A B N E Y
NEAL TURPEN ORBISON LEWIS

April 11, 2018

David Widdoes
Sapulpa City Attorney
P.O. Box 1130
Sapulpa, OK 74067

Via Email: dwiddoes@cityofsapulpa.net

In re: Partial Release of Pipeline Easement

Grantors: William Robert Langston and Maxine Louise Langston,
husband-and-wife

Grantee: City of Sapulpa, a municipal corporation

Filing: Dated February 24, 1969, and filed of record on March 21, 1969,
in Book 1065 at Page 156

Dear Mr. Widdoes:

This firm represents Ferguson Smith Sapulpa, LLC, an Oklahoma limited liability company ("FSS") who is the owner of a 22 acre tract in Creek County, Oklahoma, which FSS has acquired for development purposes. After FFS's purchase of the property its title policy revealed certain easements as exceptions to title including a Grant of Easement to the City of Sapulpa in 1969, which easement will affect the contemplated development plan of FSS.

I am attaching hereto a copy of the Grant of Easement in favor of the City of Sapulpa and I have attached electronically a copy of the survey of the property done by Sizemore Weisz & Associates, Inc. so that you will have sufficient information to respond to our request for a partial release of the easement as set forth later in this letter.

You will note in reviewing the Grant of Easement and looking at the survey, the Grant of Easement identified as Exception No. 17 in the Title Commitment and on the survey, runs parallel to the Southeast boundary of the property. The Grant of Easement grants the City of Sapulpa, both a permanent easement, 20 foot in width, in which the Eastern boundary thereof is coincident with FFS's Southeast property line, and a temporary easement, 80 foot in width, also parallel to the Southeast boundary of the property, with its Eastern boundary being coincident with the Western boundary of the 20 foot permanent easement.

In the time period after the Grant of Easement was placed of record in 1969 there has been no instrument placed of record that has released the temporary 80 foot easement. Our interpretation of the instrument is that the temporary 80 foot easement was for purpose of construction, and that it would cease to be necessary once construction was completed and the pipeline was installed within the 20 foot permanent easement.

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It will greatly enhance our development efforts if we can obtain a Partial Release of Easement from the City of Sapulpa releasing the 80 foot temporary easement. We are in the process of filing a quiet title action to extinguish or reduce blanket easements in favor of other parties which are located on FSS's property, and we would prefer not to have to join the City of Sapulpa to accomplish the release of the 80 foot temporary easement, but would rather obtain the release by agreement.

In that regard, I enclose a Partial Release of Easement for your review, and if satisfactory, execution by the appropriate officials of the City of Sapulpa.

You may have questions regarding this, and if so, do not hesitate to call. If, on the other hand, the city is agreeable to taking the necessary steps to secure the execution of the Partial Release of Easement attached hereto, then please return the fully executed Partial Release of Easement to my office so that we may file it of record.

Very truly yours,

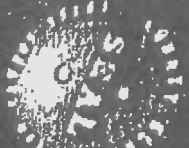


Kenneth M. Smith
FOR THE FIRM

KMS/ac

Encs.

cc: Glenn Ferguson
Harley Thomas



GRANT OF EASEMENT

MAR 2 1930
Noted and duly recorded in
Book 1005 Page 156-57
LEO BRUCE, County Clerk
Creek County

KNOW ALL MEN BY THESE PRESENTS:

That WILLIAM ROBERT LANGSTON AND MAXINE LOUISE LANGSTON, husband and wife, N.E. of City

of Creek County, State of Oklahoma, for and in consideration of the sum of ---One and no/100 --- Dollars, in hand paid, receipt of which is acknowledged, do for themselves, their heirs, executors, administrators and assigns, grant, bargain, sell and convey unto the City of Sapulpa, a municipal corporation, its successors and assigns, a perpetual easement and right of way for the purpose of laying, erecting, maintaining and operating a sanitary sewer line over, through and upon the hereinafter described land; and a temporary easement for such use as may be necessary in connection with the construction of said sewer line over, through and across the hereinafter described land and identified for this purpose, to wit:

Two (2) strips of land across the N.E. 1/4 of Section 24, Township 18 North, Range 11 East, I.M., Creek County, Oklahoma, more particularly described as follows:

EASEMENT NO. 1

A permanent easement being a strip of land 20.0 feet wide, lying 10.0 feet on each side of the following described centerline, and a temporary easement being a strip of land 80.0 feet wide and lying adjacent to and on the Northwesterly side of the above permanent easement, the centerline of the permanent easement being described as:

Commencing at the Southwest corner of the N.E. 1/4 of said Section 24, run thence North 88°-54'-31.7" East along the South line of the N.E. 1/4 of said Section 24 a distance of 1,955.40 feet more or less to a point 60.0 feet Westerly of the centerline of the Tulsa-Sapulpa Union Railway, the 60.0 feet being measured perpendicular to said railroad centerline, said point being the point of beginning, thence run North 33°-42'-41.7" East parallel to and 60.0 feet from the centerline of said railroad a distance of 2,786.43 feet more or less to the East line of the N.E. 1/4 of said Section 24, said point being 351.85 feet more or less South of the Northeast corner of said Section 24, said point being the ending point.

The above easements contain 1.78 acres more or less permanent easement and 5.55 acres more or less temporary easement.

AND

EASEMENT NO. 2

A permanent easement being a strip of land 20.0 feet wide, lying 10.0 feet on each side of the following described centerline, and a temporary easement being two (2) strips of land, each being 40.0 feet wide and one (1) lying adjacent to and on each side of the above permanent easement.

The centerline of the permanent easement being described as:

Commencing at the Southwest corner of the N.E. 1/4 of Section 24, Township 18 North, Range 11 East, I.M., Creek County, Oklahoma, run thence North 88°-54'-31.7" East along the South line of the N.E. 1/4 of said Section 24 a distance of 1,955.40 feet, thence run North 33°-42'-42.7" East a distance of 190.63 feet to the point of beginning, thence run North 28°-49'-09.3" West a distance of 875.70 feet, thence run North 82°-06'-48.3" West across U.S. Highway No. 66 and the Turner Turnpike a distance of 635.00 feet to the point of ending, less and except that portion falling on highway and turnpike right-of-way.

The above easements contain 0.44 acres more or less permanent easement and 1.74 acres more or less temporary easement.

EXCEPT, that this temporary easement shall not include any land occupied by existing dwellings or garages and any work performed in the vicinity of said existing facilities shall in no way damage said existing facilities or limit ingress or egress to said facilities.

This temporary easement does not give the Contractor permission to use this area for the location for a temporary field office or for material and equipment storage other than that to be used in the immediate vicinity.

This temporary easement shall allow the Contractor to Cut, Fill, Shape, or otherwise alter the surface of the temporary easement to fit the improvement to assure conformity and purpose of the overall project.

The said grantors hereby warrant that at the time of delivery of these presents they are the owners of the above described property in fee simple; that the same is free and clear of all liens and claims whatsoever, and they will forever warrant and defend said easement against all persons claiming the same.

The said sewer pipeline shall be buried not less than _____ feet below the surface of the ground.

It is understood that this easement and the payment of the consideration set forth above shall cover and be in full payment and settlement of damages to the land, crops, fences and buildings caused by the laying, maintaining, and operating of said sewer pipeline, except that the City of Sapulpa will guarantee that the land and fences across such easement will be returned as nearly as possible to their original condition after the laying of the sewer line.

In Witness Whereof, the grantors have hereunto set their hands this _____ day of February, 1969.

William Robert Langston
Maxine Louise Langston

STATE OF OKLAHOMA)
) ss.
COUNTY OF CREEK)

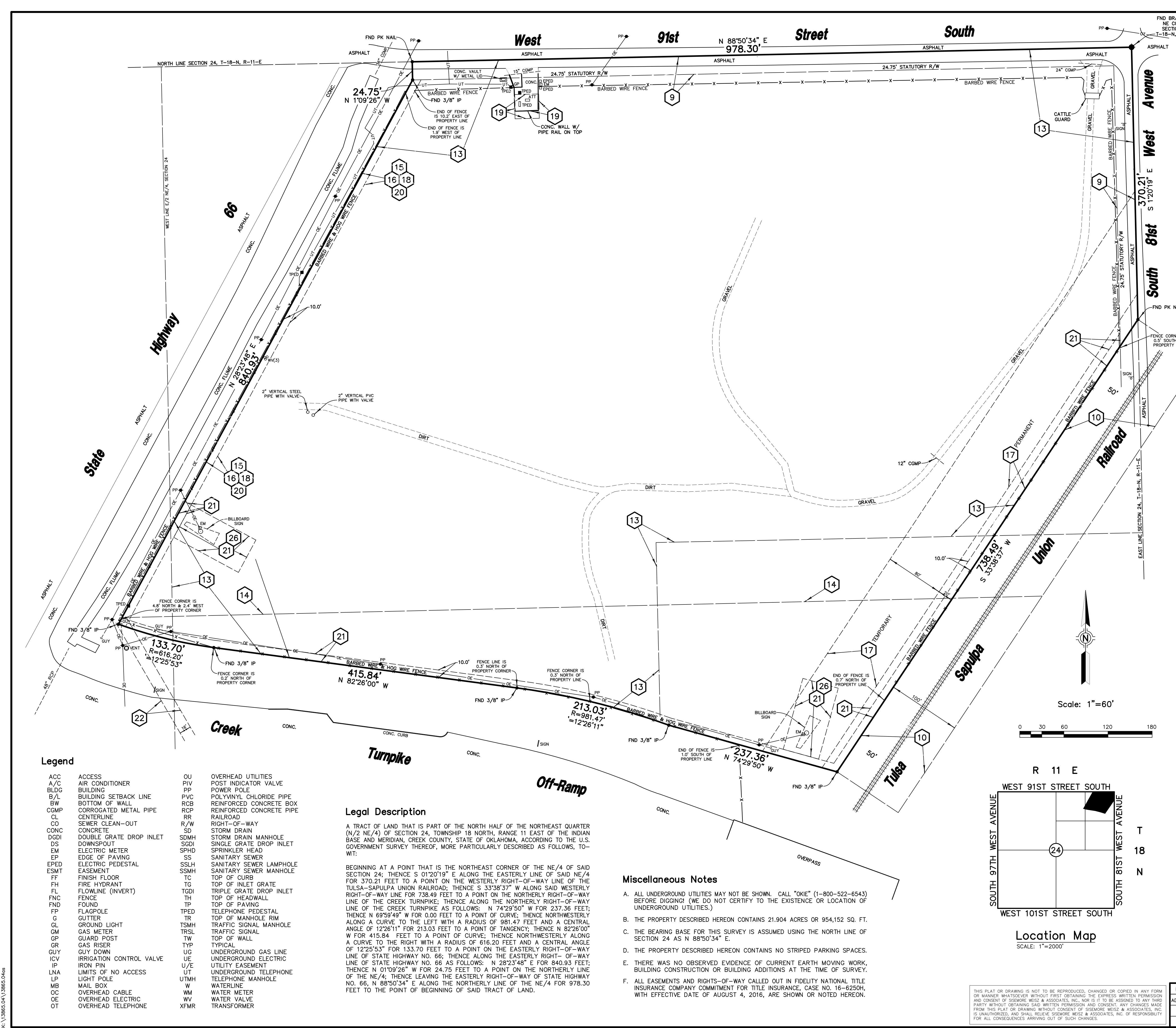
Before me, the undersigned Notary Public within and for said state and county, on this the _____ day of February, 1969, personally appeared William Robert Langston and Maxine Louise Langston, husband and wife, to me known to be the identical persons who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.



S. Howard Brown
Notary Public

Expires: _____



Schedule B-II Exceptions

- STATIONARY SECTION LINE ROADS TO THE EXTENT THEY AFFECT THE SUBJECT PROPERTY. (24.75' EASEMENT AFFECTS SUBJECT PROPERTY AS SHOWN HEREON.)
- SUBJECT TO TERMS, CONDITIONS AND PROVISIONS OF JOURNAL ENTRY IN A CONDEMNATION ACTION ENTITLED OKLAHOMA UNION RAILWAY COMPANY VS EMERY JENNINGS; ADMINISTRATOR OF THE ESTATE OF CHARLES AUBREY ET AL, DATED APRIL 15, 1921, FILED FEBRUARY 13, 1923, AND CORRECTED IN THE OFFICE OF THE CREEK COUNTY CLERK IN BOOK 261 AT PAGE 525; ASSIGNED BY CONVEYANCE AND ASSIGNMENT OF RIGHT-OF-WAY EASEMENTS IN FAVOR OF TULSA-SAPULPA UNION RAILWAY COMPANY, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, DATED JANUARY 2, 1996, FILED JANUARY 24, 1996, AND RECORDED IN BOOK 347 AT PAGE 1371.
- RIGHT OF WAY GRANT IN FAVOR OF MID-CONTINENT PIPE LINE COMPANY, A CORPORATION, DATED AUGUST 15, 1950, FILED DECEMBER 12, 1950, AND RECORDED IN THE OFFICE OF THE CREEK COUNTY CLERK IN BOOK 612 AT PAGE 230 (DROLL LINE ONLY, EXACT SIZE AND LOCATION NOT SPECIFIED, BLANKET EASEMENT AFFECTS ENTIRE PROPERTY DESCRIBED HEREON.)
- THE ENTIRE PROPERTY DESCRIBED HEREON IS SUBJECT TO TERMS, CONDITIONS, AND PROVISIONS OF AGREEMENT, BY AND BETWEEN W.R. LANGSTON AND MAXINE L. LANGSTON, HIS WIFE, AND GULF OIL CORPORATION, DATED JANUARY 31, 1951, FILED FEBRUARY 10, 1951, AND RECORDED IN THE OFFICE OF THE CREEK COUNTY CLERK IN BOOK 617 AT PAGE 182.
- SUBJECT TO TERMS, CONDITIONS, AND PROVISIONS OF ASSIGNMENT AND BILL OF SALE IN FAVOR OF NOTI GATHERING COMPANY, INC., A DELAWARE CORPORATION, DATED AUGUST 3, 1995, FILED AUGUST 4, 1995, AND RECORDED IN THE OFFICE OF THE CREEK COUNTY CLERK IN BOOK 340 AT PAGE 2052. (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON.)
- RIGHT OF WAY GRANT IN FAVOR OF WM. DOUGLAS LAYTON, ET AL., DATED AUGUST 12, 1959, FILED SEPTEMBER 4, 1959, AND RECORDED IN THE OFFICE OF THE CREEK COUNTY CLERK IN BOOK 853 AT PAGE 538. (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON. NO WIDTH OF RIGHT-OF-WAY GRANT IS GIVEN.)
- RIGHT-OF-WAY EASEMENT IN FAVOR OF THE SAPULPA RURAL WATER COMPANY, DATED APRIL 30, 1964, FILED JULY 17, 1964, AND RECORDED IN THE OFFICE OF THE CREEK COUNTY CLERK IN BOOK 960 AT PAGE 105. (10' WIDE EASEMENT AFFECTS SUBJECT PROPERTY AS SHOWN HEREON.)
- EASEMENT IN FAVOR OF SOUTHWESTERN BELL TELEPHONE COMPANY, DATED AUGUST 23, 1967, FILED AUGUST 30, 1967, AND RECORDED IN THE OFFICE OF THE CREEK COUNTY CLERK IN BOOK 1032 AT PAGE [ILLEGIBLE]. (10' WIDE EASEMENT AFFECTS SUBJECT PROPERTY AS SHOWN HEREON.)
- GRANT OF EASEMENT IN FAVOR OF THE CITY OF SAPULPA, A MUNICIPAL CORPORATION, DATED FEBRUARY 24, 1969, FILED MARCH 21, 1969, AND RECORDED IN THE OFFICE OF THE CREEK COUNTY CLERK IN BOOK 1065 AT PAGE 156. (20' WIDE PERMANENT EASEMENT AND A 80' WIDE TEMPORARY EASEMENT AFFECT SUBJECT PROPERTY AS SHOWN HEREON.)
- EASEMENT IN FAVOR OF GREEN COUNTRY CABLE SYSTEMS, INC., DATED MARCH 5, 1980, FILED MARCH 10, 1980, AND RECORDED IN THE OFFICE OF THE CREEK COUNTY CLERK IN BOOK 82 AT PAGE 490. (SAID EASEMENT DESCRIBES UTILIZING 10' EXISTING POWER POLE EASEMENT ALONG EAST SIDE OF HIGHWAY 66.)
- EASEMENT FOR EQUIPMENT STATION IN FAVOR OF SOUTHWESTERN BELL TELEPHONE COMPANY, DATED JANUARY 6, 1993, FILED JANUARY 6, 1993, AND RECORDED IN THE OFFICE OF THE CREEK COUNTY CLERK IN BOOK 300 AT PAGE 2175. (30' X 30' WIDE EASEMENT AFFECTS SUBJECT PROPERTY AS SHOWN HEREON.)
- RIGHT-OF-WAY EASEMENT IN FAVOR OF SAPULPA RURAL WATER COMPANY, DATED APRIL 28, 1999, FILED APRIL 30, 1999, AND RECORDED IN THE OFFICE OF THE CREEK COUNTY CLERK IN BOOK 403 AT PAGE 1389. (10' WIDE EASEMENT AFFECTS SUBJECT PROPERTY AS SHOWN HEREON.)
- TERMS, CONDITIONS, AND PROVISIONS OF THE ACCESS AND UTILITY EASEMENT AGREEMENT BY AND BETWEEN SITON PROPERTIES, L.L.C., AND MISSOURI LIMITED LIABILITY COMPANY, AND POLO OUTDOOR MEDIA, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY, DATED AUGUST 27, 2001, FILED DECEMBER 21, 2001, AND RECORDED IN THE OFFICE OF THE CREEK COUNTY CLERK IN BOOK 461 AT PAGE 1741; AS ASSIGNED TO JONES SIGN COMPANY, INC., A WISCONSIN CORPORATION, BY ASSIGNMENT OF LEASE AND ACCESS AND UTILITY EASEMENT, DATED AUGUST 27, 2002, FILED AUGUST 30, 2002, AND RECORDED IN BOOK 480 AT PAGE 1346. (TWO 40' X 100' LEASED AREAS AND 10' ACCESS AND UTILITY EASEMENT AFFECT SUBJECT PROPERTY AS SHOWN HEREON.)
- EASEMENT IN FAVOR OF OKLAHOMA GAS AND ELECTRIC COMPANY, AN OKLAHOMA CORPORATION, DATED OCTOBER 25, 2001, FILED DECEMBER 26, 2001, AND RECORDED IN THE OFFICE OF THE CREEK COUNTY CLERK IN BOOK 461 AT PAGE 2162. (APPROXIMATE LOCATION OF 16' WIDE EASEMENT AS SHOWN HEREON, EXACT LOCATION NOT DESCRIBED.)
- ENTIRE DESCRIBED PROPERTY HEREON SUBJECT TO ALL NOTICE OF UTILITIES BY THE SAPULPA RURAL WATER COMPANY, THE LAST OF WHICH IS FILED JANUARY 19, 2016, AND RECORDED IN THE OFFICE OF THE CREEK COUNTY CLERK IN BOOK 1014 AT PAGE 169.
- ENTIRE DESCRIBED PROPERTY HEREON SUBJECT TO ASSIGNMENT AND ASSUMPTION AGREEMENT IN FAVOR OF SUNCOR PARTNERS REAL ESTATE ACQUISITION, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, DATED NOVEMBER 15, 2011, FILED JULY 2, 2012, AND RECORDED IN THE OFFICE OF THE CREEK COUNTY CLERK IN BOOK 795 AT PAGE 1.
- ENTIRE DESCRIBED PROPERTY HEREON SUBJECT TO ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY INTERESTS IN FAVOR OF ONE GAS, INC., AN OKLAHOMA CORPORATION, DATED JANUARY 27, 2014, FILED AUGUST 24, 2015, AND RECORDED IN THE OFFICE OF THE CREEK COUNTY CLERK IN BOOK 993 AT PAGE 46.
- TERMS, CONDITIONS, AND PROVISIONS OF THE UNRECORDED LEASE AGREEMENT AS REFERENCED IN MEMORANDUM OF LEASE AGREEMENT BY AND BETWEEN SITON PROPERTIES, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY, AND POLO OUTDOOR MEDIA, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY, DATED AUGUST 27, 2001, FILED DECEMBER 21, 2001, AND RECORDED IN THE OFFICE OF THE CREEK COUNTY CLERK IN BOOK 461 AT PAGE 1737; CORRECTED MEMORANDUM OF LEASE AGREEMENT, DATED AUGUST 19, 2002, FILED AUGUST 19, 2002, AND RECORDED IN BOOK 479 AT PAGE 1569; ASSIGNED FROM POLO OUTDOOR MEDIA, L.L.C. A MISSOURI LIMITED LIABILITY COMPANY BY ASSIGNMENT OF LEASE AND ACCESS AND UTILITY EASEMENT IN FAVOR OF JONES SIGN COMPANY, INC., A WISCONSIN CORPORATION, DATED AUGUST 27, 2002, FILED AUGUST 30, 2002, AND RECORDED IN BOOK 480 AT PAGE 1346. (TWO 50' X 100' LEASED AREAS AND 10' ACCESS AND UTILITY EASEMENT AFFECT SUBJECT PROPERTY AS SHOWN HEREON.)

ALTA/NSPS Land Title Survey
 of
Part of the N/2 of the NE/4 of Section 24, T-18-N, R-11-E
 City of Sapulpa, Creek County, Oklahoma

Surveyor's Certification

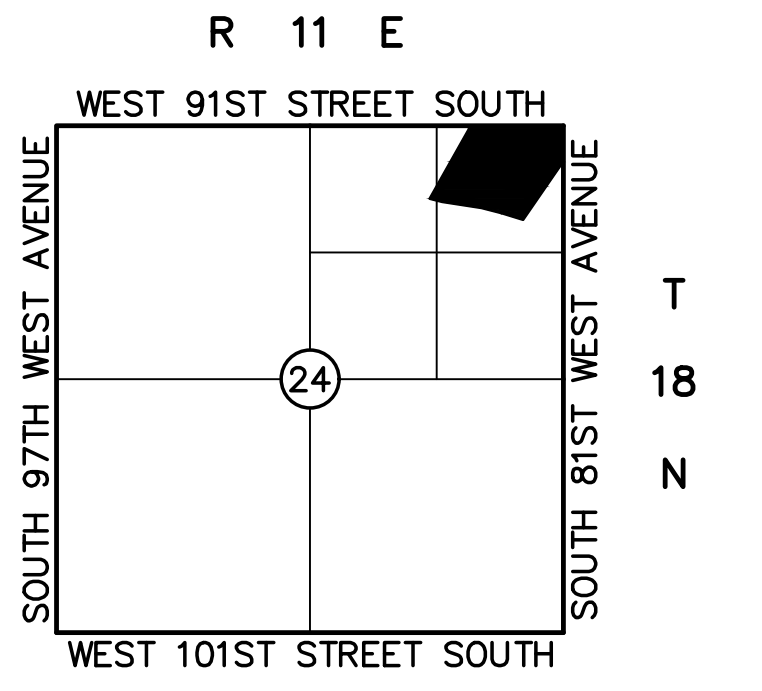
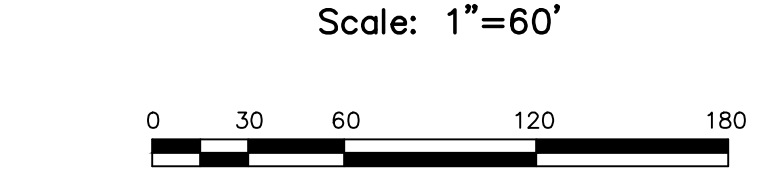
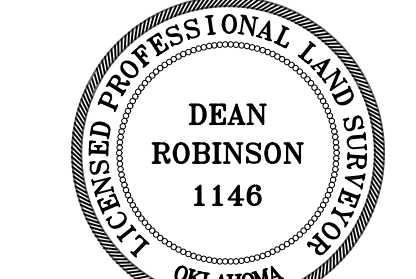
WE, SISEMORE WEISZ & ASSOCIATES, INC. DO HEREBY CERTIFY TO:
 FERGUSON SMITH SAPULPA, LLC
 FIDELITY NATIONAL TITLE SERVICES COMPANY
 COMMERCIAL TITLE & ESCROW SERVICES, INC.

THAT: (I) THIS SURVEY IS TRUE AND ACCURATE, WAS MADE ON-THE-GROUND AS PER THE FIELD NOTES SHOWN HEREON, ACCURATELY SHOWS THE BOUNDARY LINES AND DIMENSIONS OF LAND INDICATED HEREON, ACCURATELY SHOWS THE LOCATION OF ALL BUILDINGS AND STRUCTURES, AND ACCURATELY SHOWS THE LOCATION OF ALL IMPROVEMENTS SHOWN HEREON, ACCURATELY SHOWS THE LOCATION AND DIMENSION OF ALL EASEMENTS, RIGHTS-OF-WAY AND OTHER MATTERS OF RECORD OF WHICH THE UNDERSIGNED HAS BEEN ADVISED AFFECTING THE SUBJECT PROPERTY ACCORDING TO THE LEGAL DESCRIPTION OF SUCH EASEMENTS (WITH INSTRUMENT, BOOK AND PAGE NUMBER INDICATED). (II) EXCEPT AS SHOWN, THERE ARE NO EASEMENTS OR RIGHTS-OF-WAY OF WHICH THE UNDERSIGNED HAS BEEN ADVISED AFFECTING THE SUBJECT PROPERTY, THERE ARE NO ENCROACHMENTS OR PROTRUSIONS ONTO ADJOINING PREMISES, STREETS OR ALLEYS BY ANY BUILDINGS OR VISIBLE IMPROVEMENTS ON THE SUBJECT PROPERTY, THERE ARE NO ENCROACHMENTS ON THE SUBJECT PROPERTY BY BUILDINGS OR VISIBLE IMPROVEMENTS SITUATED ON ADJOINING PREMISES, (III) WE HAVE EXAMINED A MAP BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, TULSA COUNTY, OKLAHOMA AND INCORPORATED AREAS, MAP NO. 4003700190D, MAP REVISED: MAY 18, 2009, WHICH SHOWS THE ENTIRE PORTION OF THE PROPERTY DESCRIBED HEREON AS LOCATED IN ZONE (X) WHICH IS CLASSIFIED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN. (IV) WE FURTHER STATE THAT THIS MAP OR PLAT OF SURVEY AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS," JOINTLY ESTABLISHED AND ADOPTED BY ALTA & NSPS ON FEBRUARY 23, 2016, AND INCLUDES ITEMS 1, 3, 8, AND 16, OF TABLE A THEREOF, AND THE SURVEY MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE "MINIMUM ANGLE, DISTANCE AND CLOSURE REQUIREMENTS" FOR SURVEY MEASUREMENTS WHICH CONTROL LAND BOUNDARIES FOR ALTA/NSPS LAND TITLE SURVEYS.

THIS PLAT OF SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS, AS ADOPTED BY THE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS FOR THE STATE OF OKLAHOMA.
 DATE OF LAST FIELD VISIT: AUGUST 25, 2016.

WITNESS MY HAND AND SEAL THIS 21ST DAY OF SEPTEMBER, 2016.

SISEMORE WEISZ & ASSOCIATES, INC.
 BY: DEAN ROBINSON
 PROFESSIONAL LAND SURVEYOR
 OKLAHOMA NO. 1146
 EMAIL: drobinson@sw-associates.com



Location Map
 SCALE: 1"=2000'

Legend

ACC	ACCESS	OU	OVERHEAD UTILITIES
A/C	AIR CONDITIONER	PIV	POST INDICATOR VALVE
BLDG	BUILDING	PP	POWER POLE
B/L	BUILDING SETBACK LINE	PVC	POLYVINYL CHLORIDE PIPE
BW	BOTTOM OF WALL	RCB	REINFORCED CONCRETE BOX
CMPP	CORROGATED METAL PIPE	RCP	REINFORCED CONCRETE PIPE
CL	CENTERLINE	RR	RAILROAD
CO	SEWER CLEAN-OUT	R/W	RIGHT-OF-WAY
CONC	CONCRETE	SD	STORM DRAIN
DDGI	DOUBLE GRATE DROP INLET	SDMH	STORM DRAIN MANHOLE
DS	DOWNSPOUT	SDDI	SINGLE GRATE DROP INLET
EM	ELECTRIC METER	SPHD	SPRINKLER HEAD
EP	EDGE OF PAVING	SS	SANITARY SEWER
EPED	ELECTRIC PEDESTAL EASEMENT	SSLH	SANITARY SEWER LAMPHOLE
ESMT	EASEMENT	SSMH	SANITARY SEWER MANHOLE
FF	FINISH FLOOR	TC	TOP OF CURB
FH	FIRE HYDRANT	TO	TOP OF INLET GRATE
FL	FLOWLINE (INVERT)	TGDI	TRIPLE GRATE DROP INLET
FNC	FENCE	TH	TOP OF HEADWALL
FND	FOUND	TP	TOP OF PAVING
FP	FLAGPOLE	TPED	TELEPHONE PEDESTAL
G	GUTTER	TR	TOP OF MANHOLE RIM
GL	GROUND LIGHT	TR	TRAFFIC SIGNAL MANHOLE
GM	GAS METER	TRSL	TRAFFIC SIGNAL
GP	GUARD POST	TW	TOP OF WALL
GR	GAS RISER	TYP	TYPICAL
GV	GUY DOWN	UG	UNDERGROUND GAS LINE
ICV	IRRIGATION CONTROL VALVE	UE	UTILITY EASEMENT
IP	IRON PIN	U/E	UTILITY EASEMENT
LNA	LIMITS OF NO ACCESS	UTMH	UNDERGROUND TELEPHONE
LP	LIGHT POLE	W	WATERLINE
MB	MAIL BOX	WM	WATER METER
OC	OVERHEAD CABLE	WV	WATER VALVE
OE	OVERHEAD ELECTRIC	XFMR	TRANSFORMER
OT	OVERHEAD TELEPHONE		

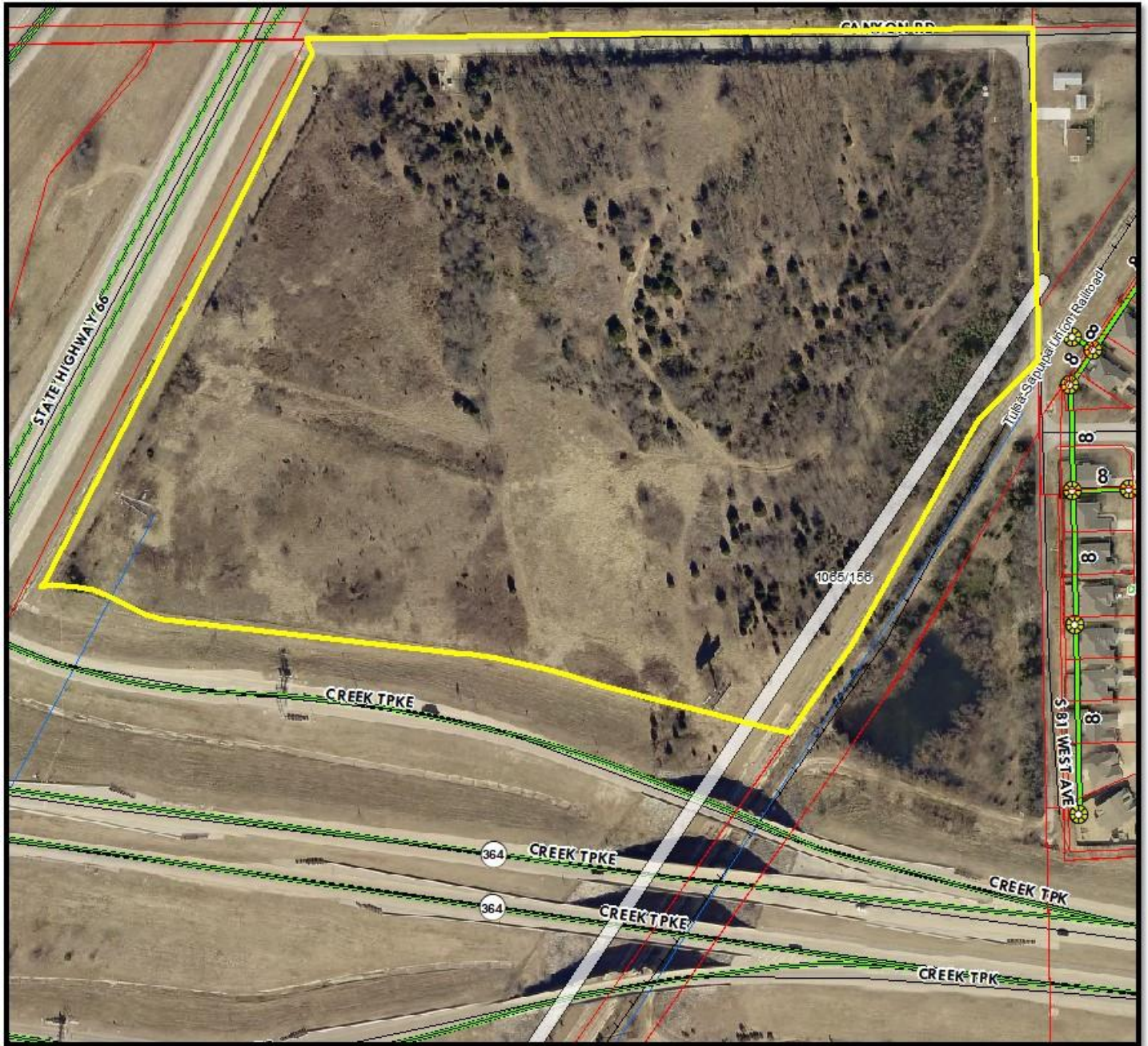
Legal Description

A TRACT OF LAND THAT IS PART OF THE NORTH HALF OF THE NORTHEAST QUARTER (N/2 NE/4) OF SECTION 24, TOWNSHIP 18 NORTH, RANGE 11 EAST OF THE INDIAN BASE AND MERIDIAN, CREEK COUNTY, STATE OF OKLAHOMA, ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:
 BEGINNING AT A POINT THAT IS THE NORTHEAST CORNER OF THE NE/4 OF SAID SECTION 24; THENCE S 01°20'19" E ALONG THE EASTERLY LINE OF SAID NE/4 FOR 370.21 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE TULSA-SAPULPA UNION RAILROAD; THENCE S 33°38'37" W ALONG SAID WESTERLY RIGHT-OF-WAY LINE FOR 738.49 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE CREEK TURNPIKE; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF THE CREEK TURNPIKE AS FOLLOWS: N 74°29'50" W FOR 237.36 FEET; THENCE N 69°58'49" W FOR 0.00 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT WITH A RADIUS OF 981.47 FEET AND A CENTRAL ANGLE OF 12°26'11" FOR 213.03 FEET TO A POINT OF TANGENCY; THENCE N 82°26'00" W FOR 415.84 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 616.20 FEET AND A CENTRAL ANGLE OF 12°25'33" FOR 133.70 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 66; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 66 AS FOLLOWS: N 28°23'48" E FOR 840.93 FEET; THENCE N 01°09'26" W FOR 24.75 FEET TO A POINT ON THE NORTHERLY LINE OF THE NE/4; THENCE LEAVING THE EASTERLY RIGHT-OF-WAY OF STATE HIGHWAY NO. 66, N 88°50'34" E ALONG THE NORTHERLY LINE OF THE NE/4 FOR 978.30 FEET TO THE POINT OF BEGINNING OF SAID TRACT OF LAND.

Miscellaneous Notes

- ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. CALL "OKIE" (1-800-522-6543) BEFORE DIGGING! (WE DO NOT CERTIFY TO THE EXISTENCE OR LOCATION OF UNDERGROUND UTILITIES.)
- THE PROPERTY DESCRIBED HEREON CONTAINS 21,904 ACRES OR 954,152 SQ. FT.
- THE BEARING BASE FOR THIS SURVEY IS ASSUMED USING THE NORTH LINE OF SECTION 24 AS N 88°50'34" E.
- THE PROPERTY DESCRIBED HEREON CONTAINS NO STRIPED PARKING SPACES.
- THERE WAS NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS AT THE TIME OF SURVEY.
- ALL EASEMENTS AND RIGHTS-OF-WAY CALLED OUT IN FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE, CASE NO. 16-6250H, WITH EFFECTIVE DATE OF AUGUST 4, 2016, ARE SHOWN OR NOTED HEREON.

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PARTIAL RELEASE OF PIPELINE EASEMENT

COMES NOW the City of Sapulpa, a municipal corporation, and for Ten and No/100th Dollars (\$10.00) and other good and valuable consideration, executes this Partial Release of Pipeline Easement with respect to the temporary 80 foot wide easement described below, all contained in one certain Pipeline Easement dated February 24, 1969, and filed of record on March 21, 1969, in Book 1065 at Page 156, with said property comprising the 80 foot temporary easement being described as follows to-wit:

A temporary easement being a Strip of land 80 feet wide and lying adjacent to and on the Northwesterly side of a permanent easement, the centerline of the permanent easement being described as follows to-wit: Commencing at the Southwest corner of the Northeast Quarter of said Section 24, thence North 88°54'31.7" East along the South line of the Northeast Quarter of said Section 24 a distance of 1,056.40 feet more or less to a point 60.0 feet westerly of the centerline of the Tulsa-Sapulpa Union Railway, the 60.0 feet being measured perpendicular to said railroad centerline, **said point being the point of beginning**; thence running North 33°42'41.7" East parallel to and 60.0 feet from the centerline of said railroad a distance of 2,786.43 feet more or less to the East line of the Northeast Quarter of said Section 24, said point being 351.85 feet more or less South of the Northeast corner of said Section 24, said point being the ending point. Said temporary easement comprises 5.55 acres more or less.

Provided, however, nothing herein shall be construed to be a release of the 20 foot permanent easement granted to the City of Sapulpa, a municipal corporation, in the above-described instrument, and the same shall remain in force and effect in perpetuity.

Dated this _____ day of April, 2018.

City of Sapulpa,
a municipal corporation

By: _____
Name: _____
Title: _____

STATE OF OKLAHOMA)
) ss.
COUNTY OF _____)

Before me, the undersigned, a Notary Public, in and for this State, on this _____ day of April, 2018, personally appeared _____, to me known to be identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed on behalf of such municipal corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

_____ [SEAL]
Notary Public
My Commission Expires: _____
My Commission No.: _____



AGENDA ITEM

Administration 10.B.

City Council Regular

Meeting Date: June 18, 2018

Submitted For: Rick Rumsey, Assistant City Manager

Submitted By: Amy Hoehner, Legal Assistant

Department: Assistant City Manager

Presented By: Rick Rumsey

SUBJECT:

Discussion and possible action regarding Master Agreement for Professional Services with Garver, LLC, for engineering, planning, surveying, and program management services related to infrastructure improvements.

BACKGROUND:

This master agreement with Garver LLC, is for professional services associated with future improvement projects. The terms of each work assignment or project will be defined in a written Work Order and submitted to Council for approval.

RECOMMENDATION:

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

Attachments

Master Agreement - Garver



MASTER AGREEMENT FOR PROFESSIONAL SERVICES

**City of Sapulpa
Sapulpa, OK
Project No. 18038010**

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES is made by and between the **City of Sapulpa** of **Sapulpa, OK** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER".

The Owner owns, operates, and maintains municipal infrastructure consisting of storm sewer and drainage ways, streets and roadways, traffic control devices, parks, trails, landscaping, buildings, water distribution, treatment, and storage facilities, and sanitary sewer collection and treatment facilities and various other municipal infrastructure.

Garver will provide engineering, planning, surveying, and program management services related to infrastructure improvements.

The Owner and GARVER in consideration of the mutual covenants in this contract agree in respect of the performance of professional services by GARVER and the payment for those services by the Owner as set forth below. Execution of the agreement by GARVER and the Owner constitutes the Owner's written authorization to GARVER to proceed on the date last written below with the services described herein. This agreement supersedes all prior written or oral understandings associated with services to be rendered..

SECTION 1 - EMPLOYMENT OF GARVER

The Owner agrees to engage GARVER, and GARVER agrees to perform professional services in connection with the proposed improvements as stated in the sections to follow. These services will conform to the requirements and standards of the Owner and conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. For having rendered such services, the Owner agrees to pay GARVER compensation as stated in the sections to follow.

SECTION 2 - SCOPE OF SERVICES

GARVER will perform professional services as requested by the Owner. The terms of each work assignment or project will be defined and agreed upon by the Owner and GARVER and represented in the form of a written Work Order.

SECTION 3 - PAYMENT

For the work described in each Work Order, except as otherwise agreed to in writing by the Owner and GARVER, the Owner agrees to pay GARVER in accordance with the terms written in the applicable Work Order.



SECTION 4 - OWNER'S RESPONSIBILITIES

In connection with the project, the Owner's responsibilities shall include, but not be limited to, the following:

1. Giving thorough consideration to all documents presented by GARVER and informing GARVER of all decisions within a reasonable time so as not to delay the work of GARVER.
2. Making provision for the employees of GARVER to enter public and private lands as required for GARVER to perform necessary preliminary surveys and other investigations.
3. Obtaining the necessary lands, easements and right-of-way for the construction of the work. All costs associated with securing the necessary land interests, including property acquisition and/or easement document preparation, surveys, appraisals, and abstract work, shall be borne by the Owner outside of this contract, except as otherwise described in Section 2 – Scope of Services.
4. Furnishing GARVER such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of the Owner. Such documents or data will be returned upon completion of the work or at the request of the Owner.
5. Furnishing GARVER a current boundary survey with easements of record plotted for the project property.
6. Paying all plan review and advertising costs in connection with the project.
7. Providing legal, accounting, and insurance counseling services necessary for the project and such auditing services as the Owner may require.
8. Furnishing permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.
9. Giving prompt written notice to GARVER whenever the Owner observes or otherwise becomes aware of any defect in the project or other events which may substantially alter GARVER's performance under this Agreement.
10. Owner will not hire any of GARVER's employees during performance of this contract and for a period of one year beyond completion of this contract.
11. Furnishing GARVER a current geotechnical report for any proposed site of construction. GARVER will coordinate with the geotechnical consultant, with whom the Owner has contracted, on the Owner's behalf for the information that is needed for this project.

SECTION 5 – MISCELLANEOUS

5.1 Instruments of Service

GARVER's instruments of service provided by this agreement consist of the printed hard copy reports, drawings, and specifications issued for the Assignment or Project; whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the Owner, GARVER will furnish to the Owner both printed hard copies and electronic media. In the event of a conflict in their content, however,



the printed hard copies shall take precedence over the electronic media.

GARVER's electronic media are furnished without guarantee of compatibility with the Owner's software or hardware, and GARVER's sole responsibility for the electronic media is to furnish a replacement for defective disks within thirty (30) days after delivery to the Owner.

GARVER retains ownership of the printed hard copy drawings and specifications and the electronic media. The Owner is granted a license for their use, but only in the operation and maintenance of the Project or Assignment for which they were provided. Use of these materials for modification, extension, or expansion of this Project or on any other project, unless under the direction of GARVER, shall be without liability to GARVER and GARVER's consultants. The Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of the Owner's use of these materials for modification, extension, or expansion of this Project or on any other project not under the direction of GARVER.

Because data stored in electronic media form can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that the Owner shall indemnify, defend, save harmless GARVER, GARVER's consultants, and the officers and employees of any of them from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense, arising out of changes or modifications to the data in electronic media form in the Owner's possession or released to others by the Owner and for any use of the electronic media and printed hard copy drawings and specifications outside the license granted by this provision.

5.2 Opinions of Cost

Since GARVER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, GARVER's Estimates of Project Costs and Construction Costs provided for herein are to be made on the basis of GARVER's experience and qualifications and represent GARVER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but GARVER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from estimates prepared by GARVER.

The Owner understands that the construction cost estimates developed by GARVER do not establish a limit for the construction contract amount. If the actual amount of the low construction bid exceeds the construction budget established by the Owner, GARVER will not be required to re-design the project without additional compensation.

5.3 Underground Utilities

GARVER will not, unless defined within a Work Order, provide research regarding utilities and survey utilities located and marked by their owners as provided for in this agreement. Additionally, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, GARVER is not responsible for knowing whether underground utilities are present or knowing the exact location of utilities for design and cost estimating purposes. Additionally, GARVER is not responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical, potholing,



construction, or other subconsultants working under a subcontract to this agreement.

5.4 Insurance

GARVER currently has in force, and agrees to maintain in force for the life of this Contract, the following minimum schedule of insurance:

Worker's Compensation	Statutory Limit
Automobile Liability (Combined Property Damage and Bodily Injury)	\$500,000.00
General Liability (Combined Property Damage and Bodily Injury)	\$1,000,000.00
Professional Liability	\$2,000,000.00

5.5 Records

GARVER will retain all pertinent records for a period of two years beyond completion of the project. Owner may have access to such records during normal business hours.

5.6 Indemnity Provision

Subject to the limitation on liability set forth in Section 5.8, GARVER agrees to indemnify the Owner for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of GARVER, its subconsultants, or any other party for whom GARVER is legally liable, in the performance of their professional services under this contract.

The Owner agrees to indemnify GARVER for damages, liabilities, or costs (including reasonable attorneys' fees) to the extent the damages and costs are caused by the negligent acts, errors, or omissions of the Owner, its agents, or any other party for whom the Owner is legally liable, in the performance of their professional services under this contract.

In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of GARVER and the Owner, they shall be borne by each party in proportion to its own negligence.

Owner agrees that any claim or suit for damages made or filed against GARVER by Owner will be made or filed solely against GARVER or its successors or assigns and that no member or employee of GARVER shall be personally liable to Owner for damages under any circumstances.

5.7 Design without Construction Phase Services

Unless otherwise stipulated in Work Orders, it is understood and agreed that in the event GARVER's Scope of Services under this agreement is not amended to include project observation or review of the Contractor's performance or any other construction phase services, the Owner assumes all responsibility for interpretation of the Construction Contract Documents and for construction observation and supervision and waives any claims against GARVER that may be in any way connected thereto.



In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold GARVER harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Construction Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of GARVER.

If the Owner requests in writing that GARVER provide any specific construction phase services and if GARVER agrees in writing to provide such services, then they shall be compensated for the work as Additional Services.

5.8 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and GARVER, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of GARVER and its subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of GARVER and its subconsultants to all those named shall not exceed GARVER's total fee for services rendered on each work order. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contractor warranty, and indemnity obligations.

Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, neither Owner nor Garver shall be liable, whether based on contract, tort, negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever, for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of power, loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

5.8.1 Hazardous Materials

Nothing in this agreement shall be construed or interpreted as requiring GARVER to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste. Notwithstanding any other provision to the contrary in this Agreement or a Work Authorization and to the fullest extent permitted by law, Owner shall indemnify, defend and save GARVER and its affiliates, subconsultants, agents, suppliers, and any and all employees, officers, directors of any of the foregoing, if any, from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment, including, without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of hazardous material, whether above or below ground.

5.9 Mediation

The Owner and GARVER agree that any and all discussions resulting from this clause are confidential. As they may apply to the presiding rules of evidence, negotiations pursuant to this clause shall not imply admission of responsibility or guilt for the aggravating action, but shall be regarded as compromise, resolution attempts, and settlement negotiations.

The Owner and GARVER agree to, through good faith efforts, first attempt to resolve all conflicts that



arise out of or related to this Agreement, through direct discussions involving senior and/or executive management representatives from their respective organizations. It is a requirement of this clause for this condition be attempted prior to the use of other dispute resolution processes. If the respective representatives are unable to develop a compromise resolving the dispute, such that it is satisfactory to both parties within thirty (30) calendar days after a party delivers a written notice of such dispute, then further mediation processes shall begin, as described herein.

If direct discussions fail to resolve the dispute, the Owner and Garver further agree to pursue non-binding mediation unless the parties mutually agree otherwise.

The Owner and GARVER further agree to use their reasonable best efforts to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants and in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

5.10 Litigation Assistance

This Agreement does not include costs of GARVER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the Owner, unless Litigation Assistance has been expressly included as part of the work defined in Section 2 - Scope of Services. In the event the Owner requests such services of GARVER, this Agreement shall be amended in writing by both the Owner and GARVER or a separate written agreement will be negotiated between the parties.

SECTION 6 - CONTROL OF SERVICES

This is an Oklahoma Contract and in the event of a dispute concerning a question of fact in connection with the provisions of this contract which cannot be disposed of by mutual agreement between the Owner and GARVER, the matter shall be resolved in accordance with the Laws of the State of Oklahoma.

This Agreement may be terminated by either party by seven (7) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one (1) party through no fault to the other party or for the convenience of the Owner upon delivery of written notice to GARVER. If this Agreement is so terminated, GARVER shall be paid for the time and materials expended to accomplish the services performed to date, as provided in SECTION 3 - PAYMENT; however, GARVER may be required to furnish an accounting of all costs.

SECTION 7 - SUCCESSORS AND ASSIGNS

The Owner and GARVER each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither the Owner nor GARVER shall assign, sublet, or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.



SECTION 8 – APPENDICES AND EXHIBITS

8.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
None.

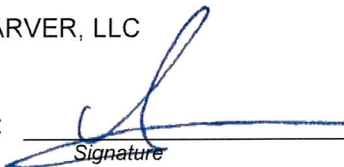
Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to GARVER for our records.

IN WITNESS WHEREOF, Owner and GARVER have executed this Agreement effective as of the date last written below.

CITY OF SAPULPA

GARVER, LLC

By: _____
Signature

By:  _____
Signature

Name: _____
Printed Name

Name: Michael Graves
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: April 10, 2018

Attest: _____

Attest:  _____



AGENDA ITEM

Administration 10.C.

City Council Regular

Meeting Date: June 18, 2018

Submitted For: Rick Rumsey, Assistant City Manager

Submitted By: Amy Hoehner, Legal Assistant

Department: Assistant City Manager

Presented By: Rick Rumsey

SUBJECT:

Discussion and possible action regarding Work Order No. 1 with Garver, LLC, for on-call engineering, review, planning, surveying, and program management services.

BACKGROUND:

This work order will provide for on-call engineering services from Garver, and outlines their scope of services and fees for said services. Please see attachment for additional details.

RECOMMENDATION:

Staff recommends Council approve Work Order No. 1 and authorize Mayor to execute same.

Attachments

Work Order No. 1



**WORK ORDER NO. 1
City of Sapulpa
Sapulpa, OK
Project No. 18038011**

This WORK ORDER is made by and between the **City of Sapulpa of Sapulpa, Oklahoma** hereinafter referred to as "Owner," and **GARVER, LLC**, hereinafter referred to as "GARVER", in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on _____, 2018.

Under Work Order No. 1 – On-call Engineering Services, Garver will provide on-call services for engineering, review, planning, surveying, and program management services related to infrastructure improvements as requested by the Owner.

SECTION 1 - SCOPE OF SERVICES

GARVER will perform general support tasks as requested by the Owner when mutually agreed upon. These tasks are anticipated to be smaller assignments and cumulatively shall be limited to the not to exceed fee as defined in Section 2 – Payment below. The directives associated with these assignments shall be conveyed from the Owner to GARVER through email or other form of written correspondence.

For significant tasks that are not included in the general support category as described in this Work Order 1, GARVER will perform professional services for each specific project as requested by the Owner and will be in accordance with and governed by a separate Work Order agreement. The scope of services, schedule, and fee rendered to GARVER of each work assignment will be defined in each subsequent Work Order and the general terms contained in the Master Agreement, including all appendices, exhibits, and amendments shall apply.

SECTION 2 – PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the Owner will pay GARVER on an hourly rate basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix A for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix A with approximate current hourly rates for each employee classification. The rates shown in Appendix A will be increased annually with the first increase effective on or about July 1, 2019.

Expenses other than salary costs that are directly attributable to performance of our professional services will be billed as follows:

1. Direct cost for travel, wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost plus 10 percent for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. \$200 per month for each month computer design/modeling software is utilized.



5. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

As directed by the Owner, some billable work may have been performed by GARVER prior to execution of this agreement. Payment for this work will be made in accordance with the fee arrangement established herein, as approved by the Owner.

Additional Services (Extra Work). For work not described or included in Section 2 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix A for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix A will be increased annually with the first increase effective on or about July 1, 2019.

SECTION 3 – APPENDICES AND EXHIBITS

- 3.1 The following Appendices and/or Exhibits are attached to and made a part of this Agreement:
 - 3.1.2 Appendix A (*fee spreadsheets*)

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



Approval and acceptance of this Work Order, including attachments listed in SECTION 3 – APPENDICES AND EXHIBITS, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Work Order signed by the Owner. The effective date of this Work Order shall be the last date written below.

CITY OF SAPULPA

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Michael Graves
Printed Name

Title: _____

Title: Vice President

Date: _____

Date: April 10, 2018

Attest: _____

Attest: Mary E. Meek



APPENDIX A

**Sapulpa On-Call Engineering
Garver Hourly Rate Schedule effective till July 1, 2019**

Classification	Rates
Engineers / Architects	
E-1.....	\$ 106.00
E-2.....	\$ 122.00
E-3.....	\$ 148.00
E-4.....	\$ 173.00
E-5.....	\$ 211.00
E-6.....	\$ 264.00
E-7.....	\$ 351.00
Planners / Environmental Specialist	
P-1.....	\$ 127.00
P-2.....	\$ 159.00
P-3.....	\$ 198.00
P-4.....	\$ 225.00
P-5.....	\$ 261.00
P-6.....	\$ 297.00
P-7.....	\$ 359.00
Designers	
D-1.....	\$ 99.00
D-2.....	\$ 116.00
D-3.....	\$ 137.00
D-4.....	\$ 159.00
Technicians	
T-1.....	\$ 77.00
T-2.....	\$ 98.00
T-3.....	\$ 119.00
Surveyors	
S-1.....	\$ 47.00
S-2.....	\$ 63.00
S-3.....	\$ 84.00
S-4.....	\$ 120.00
S-5.....	\$ 159.00
S-6.....	\$ 181.00
2-Man Crew (Survey).....	\$ 193.00
3-Man Crew (Survey).....	\$ 240.00
2-Man Crew (GPS Survey).....	\$ 213.00
3-Man Crew (GPS Survey).....	\$ 260.00
Construction Observation	
C-1.....	\$ 93.00
C-2.....	\$ 119.00
C-3.....	\$ 146.00
C-4.....	\$ 180.00
Management/Administration	
M-1.....	\$ 359.00
X-1.....	\$ 61.00
X-2.....	\$ 82.00
X-3.....	\$ 114.00
X-4.....	\$ 145.00
X-5.....	\$ 178.00
X-6.....	\$ 227.00



AGENDA ITEM

Administration 10.D.

City Council Regular

Meeting Date: June 18, 2018

Submitted By: Becky McGinnis, HR Director

Department: Human Resources

Presented By: Becky McGinnis

SUBJECT:

Discussion and possible action regarding the Workers' Compensation Renewal Participant Agreement with Oklahoma Municipal Assurance Group (OMAG), effective July 1, 2018 through June 30, 2019, in the amount of \$479,242.98.

BACKGROUND:

We received the direct bill invoice for our 2018-2019 Workers' compensation premium of \$479,242.98. This represents a 5% or \$23,548.98 increase over the previous policy year.

RECOMMENDATION:

Staff recommends that the Mayor and City Councilors approve the City's participation in the Workers' Compensation Plan offered by OMAG and authorize the Mayor/Chairman to sign the renewal agreement.

Fiscal Impact

Amount: \$479,242.98

To be paid from: Various Departments

Account number:

Attachments

WC Renewal Premium



3650 S. Boulevard • Edmond, OK 73013 • omag.org
 405.657.1400 • 800.234.9461 • FAX 405.657.1401

Date of Invoice: 06/08/2018

DIRECT BILL INVOICE

Insured: CITY OF SAPULPA

Mail To
 CITY OF SAPULPA
 P.O. BOX 1130
 SAPULPA OK 74067-1130

Policy Reference Nbr: WCV 1400182 02
 Effective: 07/01/2018 Expiration: 07/01/2019
 WORKERS' COMPENSATION

Agent: OMAG
 Telephone: 405-657-1400 0 0000000

INST	DATE	TRANSACTION		AMOUNT
01	06/08/2018	DEPOSIT PREMIUM	\$	119,810.75
	06/08/2018	TRANSFER	\$	- 0.02

	AMOUNT DUE	\$	119,810.73
	PAYMENT DUE BY		07/01/2018
POLICY BALANCE	\$	479,242.98	

Thank you for your business. If you have questions about your account, please call 1-800-234-9461 or 405-657-1400.

 Detach along the perforation below - Keep this part for your records.

 RETURN THIS PORTION WITH YOUR REMITTANCE

Policy Number WCV 1400182 02
 Insured Name CITY OF SAPULPA

Amount Due \$ 119,810.73
 Payment Due By 07/01/2018

PLEASE REMIT PAYMENT TO:
 OMAG
 3650 South Boulevard
 Edmond, OK 73013-5581



AGENDA ITEM

Administration 10.E.

City Council Regular

Meeting Date: June 18, 2018

Submitted For: Rick Rumsey, Assistant City Manager

Submitted By: Amy Hoehner, Legal Assistant

Department: Assistant City Manager

Presented By: Rick Rumsey, Jim Green

SUBJECT:

Discussion and possible action regarding a Professional Services Agreement with S2 Engineering, PLLC, for a Copper Effluent Limit Compliance Evaluation Study, in the amount of \$9,600.00.

BACKGROUND:

The Oklahoma Department of Environmental Quality (DEQ) requires the City Wastewater Treatment Plant to have a discharge permit. Beginning this year, the permit requires monitoring of effluent copper levels for compliance with the copper limits starting from the effective date of the permit. The City has requested S2 Engineering, PLLC, provide engineering services for Phase 1 of the required work. This phase will investigate the source of copper and identify potential ways to minimize and/or manage the amount of copper in discharged water. The results of this study will determine if Phase 2: Evaluation and Treatment Alternatives, is necessary. For more detailed information, please see attachment.

RECOMMENDATION:

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

Fiscal Impact

Amount: \$9,600.00

To be paid from: Wastewater Professional Services Account

Account number: 20-525-311

Attachments


Agreement - S2 Engineering, PLLC

PROFESSIONAL SERVICES AGREEMENT

PARTIES TO THE AGREEMENT:	CLIENT City of Sapulpa Sapulpa Municipal Authority Attention: Rick Rumsey, Assistant City Manager 425 E. Dewey, Sapulpa, OK 74067	CONSULTANT S2 Engineering, PLLC 7633 E 63 rd Pl, Suite 300 Tulsa, OK 74133 Mailing Address: P.O. 2347, Broken Arrow, OK 74013
PROJECT DESCRIPTION:	Copper Effluent Limit Compliance Evaluation Study	
SCOPE OF SERVICES:	Phase 1: Investigation Study Phase 2: Evaluation of Treatment Alternatives See Attachment A for detailed scope items.	
SCHEDULE:	The DEQ permit requires Task A to be completed within 9 months of the effective date of the permit. Engineer will coordinate and assist the City in complying with the overall schedule. Engineer shall complete Phase 1 within 120 days from the date of notice to proceed to allow time for Phase 2 activities, if Phase 2 is found necessary. This does not include City's review time and review time required by DEQ.	
COMPENSATION:	Phase 1: Investigation Study, Lump Sum \$9,600 Phase 2: Evaluation of Treatment Alternatives: To be established mutually at a later date.	
ATTACHMENTS:	Attachment A	

SCHEDULE OF PAYMENTS: S2 Engineering, PLLC shall be paid monthly based on invoices submitted. Invoices are due within 30 days of submittal unless mutually agreed in writing.

EXECUTION: Execution of this document by duly authorized representatives of S2 Engineering, PLLC and Client, including S2 Engineering, PLLC's Standard Conditions and any attachments, Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. Neither party shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other.

CLIENT:	CONSULTANT:	S2 ENGINEERING, PLLC
BY:	BY:	Srini Sundaramoorthy, P.E.
SIGNATURE:	SIGNATURE:	
TITLE:	TITLE:	Principal
DATE:	DATE:	6/8/2018

S2 ENGINEERING, PLLC - STANDARD CONDITIONS

1. **SERVICES.** S2 Engineering, PLLC (S2E) shall provide professional services in accordance with the agreed upon scope of work.
2. **EXECUTION.** This Agreement becomes effective upon signatures by authorized representatives of the Client and S2 Engineering, PLLC, and upon receipt by S2E of a signed original or electronic transmittal. If electronic transmittal is initially sent to S2E Client will provide S2E with a signed original for record as soon as practicable.
3. **INITIATION.** S2 Engineering, PLLC. is authorized to proceed with services upon receipt of an executed Agreement or written Notice to Proceed.
4. **COMPLETION/TERMINATION.** This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. This contract may be terminated by the Client and/or S2 Engineering, PLLC upon 10 days written notice. In the event of such termination, S2E will be paid the portion of the compensation (and fixed fee, if applicable) for services performed in accordance with the scope of services under the terms of this Agreement to the date of termination together with all costs arising out of such termination.
5. **STANDARD OF CARE.** Services provided by S2 Engineering, PLLC under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. S2 Engineering, PLLC makes no warranty or guaranty, either express or implied.
6. **INDEPENDENT CONSULTANT.** S2 Engineering, PLLC is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client.
7. **COMPLIANCE WITH LAWS.** S2 Engineering, PLLC will endeavor to comply with Federal, State, and local laws and ordinances applicable to the services to be provided under this Agreement.
8. **COLLECTION COSTS.** In the event legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, S2 Engineering, PLLC shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by S2 Engineering, PLLC in connection therewith and, in addition, the reasonable value of S2 Engineering, PLLC's time and expenses spent in connection with such collection action.
9. **OWNERSHIP OF DOCUMENTS.** Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of S2 Engineering, PLLC. S2 Engineering, PLLC will retain all common law, statutory, and other reserved rights, including the copyright thereto. S2 Engineering, PLLC shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to S2 Engineering, PLLC.
10. **SITE VISITS/OBSERVATION.** If included in the Scope of Work, S2 Engineering, PLLC shall visit the project and/or construction site at appropriate intervals to become generally familiar with the progress, quality of work (contractors' work), and to determine if the work is proceeding in general accordance with the Contract Documents. Visits to the project site and observations made by S2 Engineering, PLLC as part of services during construction under Agreement shall not make S2 Engineering, PLLC responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall not make S2 Engineering, PLLC. responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s) and for all safety precautions incidental thereto.
12. **INSURANCE.** S2 Engineering, PLLC will maintain the following levels of insurance during the term of this Agreement. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.
 - a. Worker's Compensation (and Employer's Liability Insurance) — as required by applicable state statute.
 - b. Commercial General Liability — \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$1,000,000 in the aggregate.
 - c. Automobile Liability — minimum of \$250,000 combined single limit for bodily injury and property damage.
 - d. Professional Liability (E&O) — \$500,000 each claim and in the aggregate.
13. **INDEMNIFICATION/HOLD HARMLESS.** S2 Engineering, PLLC shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused by S2 Engineering, PLLC's negligent acts, errors, or omissions in services provided pursuant to this Agreement. Provided, however, that if any such liability, settlements, loss, or costs result from the concurrent negligence of S2 Engineering, PLLC and the Client, this indemnification applies only to the extent of the negligence of S2 Engineering, PLLC.
14. **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the project to both the Client and S2 Engineering, PLLC, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of S2 Engineering, PLLC, and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of S2 Engineering, PLLC and its subconsultants to all those named shall not exceed \$50,000 or the amount of S2 Engineering, PLLC's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.
15. **DISPUTES.** Any action for claims arising out of or relating to this Agreement and/or respective services shall be governed by the laws of the State of Oklahoma. Mediation is an express condition precedent to the filing of any legal action. Unless the parties agree otherwise, the mediation shall be conducted pursuant to the Construction Mediation Rules of the American Arbitration Association.
16. **ATTORNEY FEES.** Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements and reasonable attorney fees from the other party. The party who is awarded a net recovery against the other shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

ATTACHEMNT A

**COPPER EFFLUENT LIMIT COMPLIANCE EVALUATION STUDY
SAPULPA REGIONAL WASTEWATER TREATMENT PLANT**

SCOPE OF WORK

I. PROJECT UNDERSTANDING

City of Sapulpa Regional Wastewater Treatment Plant (WWTP) discharge permit (OK0043974) issued by the Oklahoma Department of Environmental Quality (DEQ) includes effluent copper limit. The copper limit is new requirement for the facility. The permit requires monitoring effluent copper for the first three years from the effective date of the permit and compliance with the copper limits starting three years from the effective date of the permit. In addition, the permit includes a compliance schedule shown in Figure 1 below:

The facility shall achieve compliance with newly established **FINAL permit limits for copper** by investigating the sources of the pollutant; best management practices (BMPs) to control it, and installation of a treatment system, if necessary. All construction will be in accordance with OAC 252:656. The permittee shall achieve this compliance in accordance with the following schedule:

	Task ^{a,b}	Date Due from the effective date of the permit
A.	Submit an approvable engineering report (ER) prepared by a Professional Engineer licensed to practice in the State of Oklahoma.	9 months
B.	Submit approvable plans and specifications ("P&S") prepared by a Professional Engineer licensed to practice in the State of Oklahoma, an application for a construction permit, and the associated fees for the construction proposed in the approved engineering report.	18 months
C.	Begin construction in accordance with approved P&S.	23 months
D.	Complete construction in accordance with approved P&S from Task C.	33 months
E.	Attain three (3) consecutive months of compliance with the FINAL Limits for copper in the OPDES Permit.	36 months

a. The permittee shall submit a progress report to the DEQ outlining the status of all facility improvements during the months of January and July of each year until the construction is complete. The first report shall be due during the first designated month after the permit becomes effective.

b. Where percent project completion reported is less than would be required to assure completion of construction by the required date, the progress report shall also include an explanation for this delay and proposed remedial actions.

Figure 1- Compliance Schedule (Taken from Sapulpa OPDES permit OK0043974, Page 3 of Part I)

City has requested S2 Engineering to provide professional engineering services to complete Task A which is the purpose of this project. Tasks B, C, D and E from DEQ permit conditions are not included in the scope but will be addressed by the Owner after completion of Phase 1 through contract amendments. In order to meet the project goals in a cost effective manner, Task A is proposed to be completed in two Phases as follows:

Phase 1: Investigation Study

Phase 2: Evaluation of Treatment Alternatives.

The detailed scope for each phase is further provided below.

II. SCOPE OF WORK

A. Phase 1: Investigation Study. The purpose of this phase is to investigate the source of copper and identify potential best management practices (BMPs) to minimize and or manage copper loading to the wastewater treatment plant. The following tasks are included in this phase:

1. Project Management. This task includes Engineer's project management activities to include project setup, client and regulatory agency coordination, internal quality review of deliverables, and general project communications and coordination.
2. Data Review and Investigation.
 - a. Engineer will gather and review historical data from existing industrial dischargers to ascertain their copper loading and impact to the overall permit compliance.
 - b. Engineer will gather historical plant data for the last three years to establish a baseline performance with respect to copper removal across the existing plant processes.
 - c. Strategic Plant Influent Sampling. Engineer will plan and coordinate with City's plant staff to strategically sample plant influent to ascertain the plant influent copper variations, and to establish baseline copper removal efficiencies across the plant headwork and the SBR process. Samples will be collected at the plant influent, headwork effluent and the SBR effluent. Copper testing will include both particulate and dissolved copper. Sampling will be performed by plant staff and testing will be performed at an outside laboratory to be paid for by the City (Owner).
 - d. Strategic Collection System Sampling. Engineer will plan and coordinate with plant staff to strategically sample key collection system locations to ascertain the concentration of copper contributing to the overall plant. Sampling will be performed by plant staff and testing will be performed at an outside laboratory to be paid for by the City.
 - e. Septic Loading. Strategic sampling from the Septic trucks will be collected for analysis to estimate the amount of copper contribution from this source.
 - f. Water Plant. Representative samples from the water will be analyzed to estimate/establish the baseline copper present in the potable water.

3. Additional Testing. Based on the strategic testing described above, Engineer will summary the laboratory report findings, estimate the percent contribution of copper from different contributing interceptors, and ascertain if additional and more focused sampling and testing are needed to extend upstream of the key collection system locations discussed above. If additional testing is found to be prudent, Engineer will advise and obtain Owner's approval for additional testing and costs.
4. Based on the data review and investigation efforts described above, Engineer will identify, if any, specific area of the collection system that needs user survey to identify potential (copper) dischargers for permitting and management. The user survey and new industrial permitting will be performed by the Engineer under the Sapulpa Industrial Pretreatment Program.
5. Report. Engineer will prepare a report including the following:
 - a. Results of the data review
 - b. Information to cover investigation, sampling efforts and laboratory results summary
 - c. A baseline efficiency of the existing plant process to remove influent copper.
 - d. Identify, if any, new users and industrial discharges for permitting and control in coordination with City's industrial pretreatment program.
 - e. Identify whether the collection system BMPs will be adequate or additional treatment is needed to remove copper to meet compliance.
 - f. Submit three draft copies of the report for City review and comments. Meet with City staff to review the findings.
 - g. Submit three final copies incorporating the draft review comments.
6. DEQ Coordination. Assist City in submitting two copies of the report to DEQ for review and approval and assist City in responding to DEQ comments.

B. Phase 2: Evaluation and Treatment Alternatives. This phase will be required if the Phase 1 findings conclude additional treatment is needed at the treatment plant to comply with copper limits. Therefore, the scope, fee and schedule for this phase will be established between City and Engineer later.

III. SCHEDULE

The DEQ permit requires Task A to be completed within 9 months of the effective date of the permit. Engineer will coordinate and assist the City in complying with the overall schedule. Engineer shall complete Phase 1 within 120 days from the date of notice to proceed to allow time for Phase 2 activities, if Phase 2 is found necessary. This does not include City's review time and review time required by DEQ

III. PAYMENTS FOR SERVICES AND EXPENSES OF THE ENGINEER

For the basic services outlined above, Owner will pay the Engineer lump sum as follows:

- A. Phase 1: Investigation Study \$ 9,600
- B. Phase 2: Evaluation of Treatment Alternatives. (To be established later)

Invoices will be submitted no more than once a month based on percent work completed. Invoices are due and payable within 30 days of date of invoice. Invoices past due are subject to interest at the rate of 1½% per month.

IV. OWNER'S RESPONSIBILITIES

- A. Owner shall be responsible for all state/federal fees related to their review.
- B. Owner shall be responsible for collecting samples for laboratory testing. Owner shall be responsible for the cost of all laboratory tests.

VI. ADDITIONAL SERVICES

Engineer shall not incur additional services outside the basic services without written authorization from the Owner.



AGENDA ITEM

Administration 10.F.

City Council Regular

Meeting Date: June 18, 2018

Submitted For: Rick Rumsey, Assistant City Manager

Submitted By: Amy Hoehner, Legal Assistant

Department: Assistant City Manager

Presented By: Rick Rumsey

SUBJECT:

Discussion and possible action regarding acceptance and award of bid(s) for the Youth Sports Complex Project to the following vendors as being the lowest and most responsive bidder, in the collective amount of \$910,036.00.

FIELD CONSTRUCTION:

Striping/Handicap Signs.....Jackson Const Group
Site Concrete/Sidewalks/Curbs.....D Kerns Construction
Site Furnishings.....Play By Design
Site Electrical.....Third Gen Electric

BUILDING CONSTRUCTION:

Termite Treatment.....Emtec Pest Control
Building Concrete.....Jackson Const Group
Structural Steel.....Rooks Fabrication
Millwork.....Fadco
Roofing Metals.....Better Roofing
Joint Sealants.....Commercial Waterproofing
Hollow Metal.....Jones Comm Hardware
Finish Hardware/Doors/Hardware Installation.....Jones Comm Hardware
Glass & Glazing.....Alred Glass
Painting.....Skyco Painting
Toilet Partitions/Accessories.....Jones Comm Hardware
Plumbing.....Able Plumbing
Plumbing (Utilities, Water & Sewer).....H&H Frame
HVAC.....Air Comfort
Electrical.....RCI Electric

TO BE RE-BID:

Earthwork (Site Package) Fields & Fine Grading
Infield Dirt (Import)
Chainlink Fencing (Sitework)
Irrigation System (Sitework)
Sodding
Masonry (Equipment Enclosure)
Masonry (Building)
Rough Carpentry (Trusses, Framing, Decking, Etc.)

BACKGROUND:

Bids were recently opened on May 10, 2018 at City Hall for construction of the new Youth Sports Complex. DC Bass collected and tabulated the bids and has made recommendation to accept the low bidders as shown in their letter. For detailed information, please see attachments.

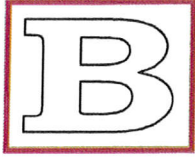
RECOMMENDATION:

Staff recommends Council award bids as recommended by DC Bass, and authorize Mayor to execute same.

Attachments

DC Bass Letter

Master Budget - Youth Sports Complex



D.C. BASS & SONS CONSTRUCTION COMPANY

"Builders Since 1893"

GENERAL CONTRACTORS

PO Box 1069
Enid, OK 73702-1069
580/234-6031 – voice
580/234-6382 – fax

PO Box 9324
Tulsa, OK 74145-0324
918/224-1000 – voice
918/224-1009 – fax

Date: June 12th, 2018

City of Sapulpa
Sapulpa Parks Department
515 East Dewey
Sapulpa, OK 74066

Attn: Rick Rumsey
CC: Will Berry
Subj: Youth Sports Complex Bids

Mr. Rumsey,

On May 10th 2018 at 2:00pm at the City Hall, Sapulpa OK., DC Bass Construction collected bids for the City of Sapulpa – New Youth Sports Complex. All bids were publicly opened and read aloud. The table below contains the low bidders in each respective bid package:

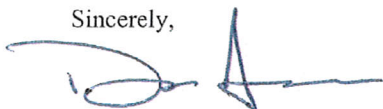
BID PKG #	BID PKG DESCRIPTION	LOW BIDDER	BASE BID	ALT #1	TOTAL AMOUNT
FIELD CONSTRUCTION:					
2C	Striping/Handicap Signs	Jackson Const Group	3,750.00		3,750.00
3A	Site Concrete/Sidewalks/Curbs	D Kerns Construction	66,300.00	1,700.00	68,000.00
13A	Site Furnishings	Play By Design	49,999.00		49,999.00
16A	Site Electrical	Third Gen Electric	590,488.00	5,905.00	596,393.00
BUILDING CONSTRUCTION:					
2D	Termite Treatment	Emtec Pest Control	625.00		625.00
3A	Building Concrete	Jackson Const Group	17,995.00		17,995.00
5A	Structural Steel	Rooks Fabrication	9,975.00		9,975.00
6A	Millwork	Fadco	20,929.00		20,929.00
7B	Roofing	Metals Better Roofing	3,950.00		3,950.00
7C	Joint Sealants	Commercial Waterproofing	896.00		896.00
8A	Hollow Metal	Jones Comm Hardware	3,800.00		3,800.00
8B	Finish Hardware/Doors/Hardware Installation	Jones Comm Hardware	4,225.00		4,225.00
8C	Glass & Glazing	Alred Glass	5,350.00		5,350.00
9A	Painting	Skyco Painting	6,188.00		6,188.00
10A	Toilet Partitions/Accessories	Jones Comm Hardware	2,918.00		2,918.00
15A	Plumbing	Able Plumbing	40,500.00		40,500.00
15A	Plumbing (Utilities, Water & Sewer)	H&H Frame	22,265.00		22,265.00
15B	HVAC	Air Comfort	18,338.00		18,338.00
16A	Electrical	RCI Electric	33,940.00		33,940.00

DC Bass recommends accepting the low bidders listed above for construction of the New Youth Sports Complex. All other bid packages received would be deemed "unaccepted" and select bid packages will be re-bid at a later date.

We have enclosed Amendment No 1 which is the Agreement and Notice to Proceed with the low accepted bid packages (Exhibit C2A) for your review and execution. The Youth Sports Complex Master Budget is also included and gives an overview of the costs associated with the project.

If you have any questions or comments, please feel free to call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dan Hobson', with a stylized flourish at the end.

Dan Hobson

Encl: Amendment No1
Youth Sports Complex Master Budget

Cc: Project Files



CITY OF SAPULPA
MASTER BUDGET
YOUTH SPORTS COMPLEX
 Bid Day 5/10/18

	Sub/Vender	Bid Day 5/10/18
A1 BOND FUNDS - NET FUNDS AVAILABLE		
Total Bond Funds Available		\$ 1,188,770.00
Funds Available from Land Sale		\$ 650,000.00
NET TOTAL BOND FUNDS AVAILABLE		\$ 1,838,770.00
B1 FIELD CONSTRUCTION		
a. Earthwork (Road and Parking area)	City of Sapulpa	By Owner
b. Earthwork (Site Package) Fields & Fine Grading	To be Re-bid	\$ -
c. Infield Dirt (Import)	To be Re-bid	\$ -
d. Chainlink Fencing (Sitework)	To be Re-bid	\$ -
e. Irrigation System (Sitework)	To be Re-bid	\$ -
f. Sodding	To be Re-bid	\$ -
g. Seeding (Disturbed Areas)	Allowance by City of Sapulpa	See Below
h. Masonry (Equipment Enclosure)	To be Re-bid	\$ -
i. Asphalt Paving (Sitework)	City of Sapulpa	By Owner
q. Pavement Marking (Sitework)	Jackson Construction	\$ 3,750.00
j. Site Concrete (Curb, Gutter and Sidewalks)	Dkerns *1	\$ 68,000.00
k. Joint Sealants (Sitework Sidewalks)	Allowance	\$ 7,500.00
l. Site Furnishings (Bleachers, Foul poles, H Goal posts, etc)	Play By Design	\$ 49,999.00
m. Electrical Site (Field Lighting & Equipment Enclosure)	Third Generation Electric *1, *2	\$ 596,393.00
Subtotal Building Construction (B1a - m)		\$ 725,642.00
C1 BUILDING CONSTRUCTION		
a. Cast-in-Place Concrete	Jackson Construction	\$ 17,995.00
b. Termite Treatment (Building)	Emtec	\$ 625.00
c. Masonry (Building)	To be Re-bid	
d. Structural Steel	Rooks Fabrication *3	\$ 9,975.00
e. Rough Carpentry (Trusses, framing, decking, etc)	To be Re-bid	
f. Millwork	Fadco	\$ 20,929.00
g. Rough Hardware (Bolts, fasteners, hardware, misc lintels)	Allowance	\$ 2,250.00
h. Caulking (Building)	Commercial Waterprf	\$ 896.00
i. Insulation (Roof)	Allowance	\$ 750.00
q. Roofing	Metals Better *3	\$ 3,950.00
j. Hollow Metal	Jones Comm *3	\$ 3,800.00
k. Glass and Glazing	Alred	\$ 5,350.00
l. Finish Hardware	Jones Comm *3	\$ 4,225.00
m. Painting	Skyco	\$ 6,188.00
n. Specialties - Toilet partitions & Accessories)	Jones Comm *3	\$ 2,918.00
o. Specialties - Access Doors, Door Signage & Fire Extinguishers	Allowance	\$ 700.00
p. Plumbing (Utilities Water & Sewer)	H&H Frame	\$ 22,265.00
q. Plumbing (Building)	Able Plumbing	\$ 40,500.00
r. Plumbing (Additional Sewer line Installation)	Allowance	\$ 45,000.00
s. Sewer Pump	Allowance	\$ 15,000.00
t. HVAC (Building)	Air Comfort	\$ 18,338.00
u. Electrical (Building)	RCI	\$ 33,940.00
Subtotal Building Construction (C1a - u)		\$ 255,594.00
D1 CM's GENERAL REQUIREMENTS & PROJECT SUPPORT		
a. Builders Risk/Other Insurance (Function of Cost)		\$ 3,910.00
b. Performance and Payment Bond (Function of Cost)		\$ 11,100.00
c. Final Clean		\$ 700.00
d. Project Support		\$ 109,525.00



CITY OF SAPULPA
MASTER BUDGET
YOUTH SPORTS COMPLEX
Bid Day 5/10/18

	Sub/Vender	Bid Day 5/10/18
Subtotal General Requirements & Project Support (D1a - d)		\$ 125,235.00
Sub-total Construction Cost (B + C + D)		\$ 1,106,471.00
<i>CM Fee 3.25%</i>		\$ 35,960.31
Subtotal Construction Cost and Contractors Fee		\$ 1,142,431.31
*1 Includes Sub Bond Cost		
*2 To be Value engineered		
*3 Bid after bid opening		



AGENDA ITEM

Administration 10.G.

City Council Regular

Meeting Date: June 18, 2018

Submitted For: Rick Rumsey, Assistant City Manager

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: Rick Rumsey

SUBJECT:

Discussion and possible action regarding Amendment No. 1 to the Agreement for Construction Management of the Youth Sports Complex with DC Bass & Sons Construction Company at a cost of \$289,516.88 for a guaranteed maximum price of \$1,199,552.88.

BACKGROUND:

Bids were recently opened on May 10, 2018 at City Hall for construction of the new Youth Sports Complex. DC Bass collected and tabulated the bids and has made the recommendation to accept the low bidders reflected in item 10F on tonight's agenda. Per award of those bids as stated, the Agreement needs to be revised and a Notice of Proceed issued to begin commencement of the work. For detailed information, please see attachments.

RECOMMENDATION:

Staff recommends Council approve Amendment No. 1 and authorize Mayor to execute same.

Fiscal Impact

Amount: \$1,199,552.88

To be paid from: GO Bond Construction Fund

Account number: 83-578-405B

Attachments

Amendment No. 1 and Notice to Proceed

AMENDMENT NO. 1 TO AGREEMENT AND NOTICE TO PROCEED BETWEEN
OWNER AND CONSTRUCTION MANAGER FOR CITY OF SAPULPA – YOUTH SPORTS COMPLEX
(HEREIN AFTER "AMENDMENT #1") BASS PROJECT #4450
DATED June 12, 2018

Pursuant to Paragraph 2.2 of the Agreement dated March 7, 2016, between City of Sapulpa (*Owner*) and DC Bass & Sons Construction Co. (*Construction Manager*), for City of Sapulpa – Youth Sports Complex (*the Project*), the Owner and Construction Manager establish a Guaranteed Maximum Price and Contract Time for the Work and Notice to Proceed as set forth below.

ARTICLE I
GUARANTEED MAXIMUM PRICE ("GMP")

The Construction Manager's Guaranteed Maximum Price (hereinafter "GMP") for the City of Sapulpa – Youth Sports Complex, including the estimated Cost of the Work as defined in Article 6 and the Construction Manager's Fee as defined in Article 5, are calculated as follows:

City of Sapulpa – Youth Sports Complex

1.	Trade Contracts and Purchase Orders (as Shown on Exhibit C2A):	\$910,036.00
2.	CM General Requirements (Bonding & Insurance with Builders Risk)	15,010.00
3.	CM General Conditions/Project Support/Final Clean	110,225.00
4.	Allowances (As Shown Below)	71,200.00
5.	Subtotal "Hard Costs"	1,106,471.00
6.	Construction Manager's Fee @ 3.25%	35,960.31
7.	Subtotal	1,142,431.31
8.	Owner's Contingency for Construction @ 5%	57,121.57
9.	Total GMP for Amendment No. 1	\$1,199,552.88

This GMP is for the performance of the Work for the City of Sapulpa – Youth Sports Complex is in accordance with the Contract Documents listed by reference and as attached to this Amendment as Exhibits A through F, as follows:

EXHIBIT A: PROJECT DOCUMENTS

Drawings, Specifications, Addenda, General, Supplementary, and other Conditions of the Contract on which the Guaranteed Maximum Price is based are attached as Exhibit A to this Amendment.

EXHIBIT B: "OWNER'S CONTINGENCIES"

Funds for "Owner's Contingencies" on this Amendment #1 and Notice to Proceed cannot be accessed by CM or others without express written permission of the Owner. Any unused portion of "Owners Contingency" is to remain with the Owner. Those contingencies are:

1.	Joint Sealants	\$7,500.00
2.	Rough Hardware	2,250.00
3.	Insulation	750.00
4.	Specialties – Access Doors, Door Signage & Fire Extinguishers	700.00
5.	Plumbing – Additional Sewer Line Installation	45,000.00
6.	Sewer Pump	15,000.00
	Total Contingencies	\$71,200.00

EXHIBIT C: ASSUMPTIONS & CLARIFICATIONS

Assumptions and clarifications made in preparing the Guaranteed Maximum Price ("GMP") for this Phase

C1 Sales Tax Exemption

Sales Tax is exempt Sales Tax pursuant to Oklahoma Statutes. Owner to provide Construction Manager all certifications and all Trade Contractors and Trade Vendors for this exception in accordance with the "Agreement" and the "Act".

C2 Trade Contract and Purchase Orders:

Owner accepts the bids and hereby executes the Trade Contracts detailed Public Bid Tab Sheets attached as Exhibit C2A and which are hereby assigned to the Construction Manager for purpose of managing the successful Trade Contractors/Trade Vendors along with confirmation Sales Tax Exemption. Owner also hereby assigns to CM all Bid Bonds, payments and Maintenance/Defect Bonds to Construction Manager who is dependent on these Trade Contractors/Trade Vendors to execute the assigned Trade Contracts and Purchase Orders. Costs of Trade Contractors and Trade Vendors Bonds selected have been added to applicable contract(s) as provided by the "Act".

See Attachment C2A – Trade Contracts and Purchase Orders

See Attachment C2B – Master Construction Budget

C3 Owner's Cost Responsibilities – not included in the CM's GMP nor a responsibility of the Construction Manager are:

1. Professional fees of Architect; Mechanical, Electrical and Plumbing Engineers; Structural Engineer; Civil Engineer, etc. (hereinafter "A/E")
2. Fire Marshall permitting, inspections and/or approvals (ordered and coordinated by A/E)
3. Environmental Assessment and/or remediation (ordered and coordinated by A/E)
4. Owner Quality Control Consultants
 - a. Surveying (CM will attempt to obtain 3 bids for Owner's Review)
 - b. Testing of all sorts including soils, concrete, mortar, HVAC Test & Balance, local municipal services, adequacy for delivered capacity, etc... (CM to issue 3 bids for Owner's Review)
5. Furniture, Fixtures & Equipment ("FF&E") including but not limited to such items as: Intercom, Clocks, Security, IT Hardware & Software of all types.

EXHIBIT D: COMPLETION SCHEDULE - Will be issued at a later date, but "Notice to Proceed" will be effective on date of Owner's signature to this Amendment No. 1.

EXHIBIT E: ALTERNATE PRICES

None

EXHIBIT F: UNIT PRICES

None

ARTICLE II
CONTRACT TIME

The date of Substantial Completion established by this Amendment is: To Be Determined

OWNER:
City of Sapulpa Oklahoma

CONSTRUCTION MANAGER:
DC Bass & Sons Construction Co.

By: _____

By: _____
William L. Berry, President

Date: _____

Date: _____

ATTEST: _____

Exhibits: "A" Project Documents
"C2A" Trade Contracts & Purchase Orders
"C2B" Master Construction Budget

Jobs/Sapulpa youth sports complex/Amendment No 1 6-12-18



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

EXHIBIT "A"
PROJECT DOCUMENTS

<u>Descriptions</u>	<u>Date</u>
Report of Subsurface Exploration and Geotechnical Evaluation	January 24, 2017
Specifications (Phase 1)	March 2017
Specifications (Phase 2 – Building Package)	February 8, 2018
Drawings (Phase 1):	
i Cover Sheet	December 1, 2017
ECP Existing Conditions Plan	December 1, 2017
DP-1 Demolition Plan	December 1, 2017
SP Overall Site Plan	December 1, 2017
L-1 Baseball Fields Layout Plan	December 1, 2017
L-2 Football Fields Layout Plan	December 1, 2017
L-3 Baseball Entry Plaza Layout Plan	December 1, 2017
GR-1 Overall Grading Plan	December 1, 2017
GR-2 Baseball Fields Grading Plan	December 1, 2017
C1.0 Civil Notes and Legend	December 1, 2017
C2.0 Civil Site Plan (Key Map)	December 1, 2017
C2.1 Civil Site Plan	December 1, 2017
C2.2 Civil Site Plan	December 1, 2017
C2.3 Civil Site Plan	December 1, 2017
C2.4 Civil Site Plan	December 1, 2017
C2.5 Civil Site Plan	December 1, 2017
C3.0 Civil Grading Plan (Key Map)	December 1, 2017
C3.1 Civil Grading Plan	December 1, 2017
C3.2 Civil Grading Plan	December 1, 2017
C3.3 Civil Grading Plan	December 1, 2017
C3.4 Civil Grading Plan	December 1, 2017
C3.5 Civil Grading Plan	December 1, 2017
C3.6 Civil Grading Plan	December 1, 2017
C3.7 Civil Grading Plan	December 1, 2017
C3.8 Civil Grading Plan	December 1, 2017
C3.9 Civil Grading Plan	December 1, 2017
C3.10 Civil Grading Plan	December 1, 2017
C4.0 Civil Erosion Control Plan (Key Map)	December 1, 2017
C4.1 Civil Erosion Control Plan	December 1, 2017
C4.2 Civil Erosion Control Plan	December 1, 2017
C4.3 Civil Erosion Control Plan	December 1, 2017
C4.4 Civil Erosion Control Plan	December 1, 2017
C4.5 Civil Erosion Control Plan	December 1, 2017
C4.6 Civil Erosion Control Plan	December 1, 2017
C4.7 Civil Erosion Control Plan	December 1, 2017
C4.8 Civil Erosion Control Plan	December 1, 2017
C4.9 Civil Erosion Control Plan	December 1, 2017
C4.10 Civil Erosion Control Plan	December 1, 2017
C5.0 Civil Details	December 1, 2017
C5.1 Civil Details	December 1, 2017
E-1 Electrical Site Plan	December 1, 2017
E-2 Baseball Field Electrical Plans	December 1, 2017
E-3 Football Field Electrical Plans	December 1, 2017
E-4 Parking Lot and Entrance Electrical Plan	December 1, 2017
E-5 Electrical Details	December 1, 2017
E-6 Electrical One-Line Diagrams	December 1, 2017
E-7 Electrical Panel Schedules	December 1, 2017

Descriptions	Date
LS-1 Landscape Plan	December 1, 2017
LS-2 Sodding Landscape Plan	December 1, 2017
IR-1 Irrigation Plan Baseball Fields	December 1, 2017
IR-2 Irrigation Plan Football Fields	December 1, 2017
IR-3 Irrigation Details	December 1, 2017
IR-4 Irrigation Details	December 1, 2017
IR-5 Two-Wire Plan Baseball Fields	December 1, 2017
IR-6 Two-Wire Plan Football Fields	December 1, 2017
IR-7 Two-Wire Details	December 1, 2017
D-1 Construction Details	December 1, 2017
D-2 Construction Details	December 1, 2017
D-3 Construction Details	December 1, 2017
D-4 Erosion Control Details	December 1, 2017
Drawings (Phase 2 – Building Package):	
I Cover Sheet	February 18, 2018
A-1 Floor Plans and Interior Elevations	February 8, 2018
A-2 Exterior Elevations	February 8, 2018
A-3 Building Section and Details	February 8, 2018
S-0 Structural General Notes	February 8, 2018
S-1 Structural General Notes and Details	February 8, 2018
S-2 Structural Plans and Details	February 8, 2018
S-3 Structural Sections and Details	February 8, 2018
MP-0 Mechanical Symbols and Abbreviations	February 8, 2018
M-1 HVAC Plan	February 8, 2018
M-2 HVAC Schedules	February 8, 2018
P-1 Plumbing Plans	February 8, 2018
P-2 Plumbing Details	February 8, 2018
P-3 Plumbing Schedules	February 8, 2018
E-8 Electrical Plans and Schedules	February 8, 2018
Phase 1:	
Addenda No 1	March 28, 2017
Addenda No 2	April 18, 2017
Addenda No 3	April 19, 2017
Phase 2:	
Addenda No 1	May 8, 2018

CITY OF SAPULPA - YOUTH SPORTS COMPLEX
 AMENDMENT NO 1
 EXHIBIT C2A - TRADE CONTRACTS & PURCHASE ORDERS

BID PKG #	BID PKG DESCRIPTION	LOW BIDDER	BASE BID	ALT #1	TOTAL CONTRACT AMOUNT
	FIELD CONSTRUCTION:				
2C	Striping/Handicap Signs	Jackson Const Group	3,750.00		3,750.00
3A	Site Concrete/Sidewalks/Curbs	D Kerns Construction	66,300.00	1,700.00	68,000.00
13A	Site Furnishings	Play By Design	49,999.00		49,999.00
16A	Site Electrical	Third Gen Electric	590,488.00	5,905.00	596,393.00
	BUILDING CONSTRUCTION:				
2D	Termite Treatment	Erntec Pest Control	625.00		625.00
3A	Building Concrete	Jackson Const Group	17,995.00		17,995.00
5A	Structural Steel	Rooks Fabrication	9,975.00		9,975.00
6A	Millwork	Fadco	20,929.00		20,929.00
7B	Roofing	Metals Better Roofing	3,950.00		3,950.00
7C	Joint Sealants	Commercial Waterproofing	896.00		896.00
8A	Hollow Metal	Jones Comm Hardware	3,800.00		3,800.00
8B	Finish Hardware/Doors/Hardware Installation	Jones Comm Hardware	4,225.00		4,225.00
8C	Glass & Glazing	Aired Glass	5,350.00		5,350.00
9A	Painting	Skyco Painting	6,188.00		6,188.00
10A	Toilet Partitions/Accessories	Jones Comm Hardware	2,918.00		2,918.00
15A	Plumbing	Able Plumbing	40,500.00		40,500.00
15A	Plumbing (Utilities, Water & Sewer)	H&H Frame	22,265.00		22,265.00
15B	HVAC	Air Comfort	18,338.00		18,338.00
16A	Electrical	RCI Electric	33,940.00		33,940.00
					910,036.00

Alternates

- 1 If total base bid and/or alternates exceeds \$50,000, provide cost to provide Dual Obligatee Performance, Payment & Defect Bonds, listing City of Sapulpa Oklahoma and Construction Manager as Dual Obligatee beneficiaries.



AGENDA ITEM

Administration 10.H.

City Council Regular

Meeting Date: June 18, 2018

Submitted For: Joan Riley, City Manager

Submitted By: Amy Hoehner, Legal Assistant

Department: City Manager

Presented By: Joan Riley

SUBJECT:

Discussion and possible action regarding Internet Services Agreement with AirLink Internet Services, LLC, for and equipment charge of \$9,462.00 and a monthly service charge of \$3,070.56.

BACKGROUND:

A request for proposal (RFP) for internet connectivity was sent out to internet providers that service this area. The purpose of this RFP was to improve the quality of internet service the City receives while lowering monthly recurring costs. Of the five proposals that were received, three complied with the requirements of the RFP. After independent review by the City's internet technology provider, recommendation was made to contract with AirLink as the City's main internet service provider. Please see attachments for more detailed information.

RECOMMENDATION:

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

Fiscal Impact

Amount: \$9,462.00

To be paid from: General Fund

Account number: 10-590-260

Amount: \$36,846.72

To be paid from: General Fund Communications

Account number: 10-590-332

Attachments

Agreement - AirLink

Proposal Comparison

Beasley - Recommendation

INTERNET SERVICES AGREEMENT

PARTIES TO THE AGREEMENT:	SUBSCRIBER CITY OF SAPULPA	WISP (PROVIDER) AIRLINK INTERNET SERVICES, LLC
PROJECT DESCRIPTION	High Speed Wireless Internet Connectivity Service	
SCOPE OF SERVICES:	See Exhibit A attached, Proposal for City of Sapulpa Internet Connectivity for detailed scope items incorporated herein	
SCHEDULE:	The Service requires the purchase and installation of certain Equipment for standard and non-standard sites identified in the proposal. Service to all standard sites will begin within 30 days of the Agreement. Service to all non-standard sites will begin within 30 days of receipt of the Equipment to be installed by Provider. Subscriber will coordinate and assist the Provider in complying with this installation schedule.	
COMPENSATION:	Installation: Lump Sum \$9,462.00, paid within 20 days of effective date of Agreement. Service: Monthly Sum: Guaranteed Maximum Price \$3,070.56; payable pro rata as Service to sites brought on-line and within 20 days of receipt of invoice.	
ATTACHMENTS:	Exhibit A Proposal and Standard Conditions	

EXECUTION: Execution of this document by duly authorized representatives of AirLink and Subscriber, including the Standard Conditions attached and any additional provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. Neither party shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other.

CITY OF SAPULPA: _____
 BY: _____
 SIGNATURE: _____
 TITLE: _____
 DATE: _____

AIRLINK INTERNET: _____
 BY: _____
 SIGNATURE: _____
 TITLE: _____
 DATE: _____

ATTEST: _____
 City Clerk

APPROVED TO FORM: _____
 City Attorney

INTERNET SUBSCRIPTION – CITY of SAPULPA -- STANDARD CONDITIONS

- 1. SERVICES.** AirLink shall provide internet connections between the AirLink provided wireless Equipment and AirLink's internet backbone to the Subscriber in accordance with the agreed upon scope of work in Attachment A (the "Service"). By establishing an account and using the Service, Subscriber agrees to be bound by the Internet Subscriber Agreement and Acceptable Use Policy found at www.airlinkinternet.net/support, and to use the Service in compliance with said agreement and policy.
- 2. EXECUTION.** This Agreement becomes effective upon signatures by authorized representatives of the Subscriber and AirLink Internet Services, LLC, and upon receipt by AirLink of a signed original or electronic transmittal of an executed original.
- 3. INITIATION.** AirLink is authorized to proceed with procurement and installation of equipment and Service upon receipt of an executed Agreement.
- 4. TERM.** This Agreement shall remain in force for a term on one-year from its effective date or until terminated by mutual agreement. This contract may be terminated by either party upon ten (10) days written notice.
- 5. STANDARD OF CARE.** The Service provided by AirLink under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by wireless internet service providers providing broadband internet access under similar circumstances.
- 6. SERVICE AVAILABILITY.** The Service provided under the Agreement shall be available for use by Subscriber for at least ninety-nine and ninety one-hundredths percent (99.9%) of the time during the term of the Agreement ("Service Availability"). This parameter is calculated by dividing the number of minutes that the Services are available for Subscriber's use by the total number of minutes in a given calendar month and multiplying by one hundred (100). Unavailability of the Service due to the reasons or causes set forth in Section 10 shall not be included in determining whether AirLink has met the applicable performance standard for Service Availability. For example, if the Service experiences an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or Service interruption during the applicable month, AirLink will be deemed to have met the Service Availability performance standard.
- 7. SERVICE SPEED.** The Service speeds are "up to" and AirLink will provide wireless connection at no less than 80% of the maximum speed within the speed range of the Service selected by Subscriber ("Service Speed"). Disruption of an applicable Service Speed level due to reasons or causes set forth in Section 10 shall not be included in determining whether AirLink has met the applicable performance standard for Service Speed. For example, if the Service experiences congestion or sluggish speed due to an inordinate number of users simultaneously accessing the Service, or utilizing the Service in a manner not consistent with the Subscriber's intended use, and otherwise experiences no other Service speed interruption during the applicable month, AirLink will be deemed to have met the Service Speed performance standard.
- 8. SERVICE INTERRUPTION.** A Service Interruption or an outage in Service is not a default under the Agreement, but may entitle Subscriber to credits in the event the Service Availability parameter has not been met. A Service Interruption is a loss of signal to the Subscriber that results in a disruption of Service. A Service Interruption period begins when Subscriber makes a trouble report to AirLink's Operations Center and ends when AirLink restores the Service to Customer.
- 9. TROUBLE TICKET/ RESPONSE AND REPAIR.** AirLink shall maintain a twenty- four (24) hour, seven (7) day a week point-of-contact on its website for Subscriber to report Service troubles, outages or Service Interruptions and open a Trouble Ticket. A "Trouble Ticket" means any report made by Subscriber relating to the Service or the equipment provided by AirLink. In the event AirLink receives a Trouble Ticket from Subscriber, AirLink will initiate action to clear the trouble within a commercially reasonable period of time.
- 10. CREDITS.** A credit allowance will be given in any month during the term of the Agreement when there is a Service Interruption that qualifies for a credit allowance. The amount of any Credit Allowance to be issued shall be determined by mutual agreement of the parties. Credit Allowances shall not be provided for failure to meet Service Availability or Service Speed levels if: (i) caused by Subscriber, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Subscriber or the public utility company supplying power to AirLink or Subscriber (iii) during any period in which AirLink is not allowed access to the premises of Subscriber to access equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the AirLink Acceptable Use Policy (data customers); (vi) caused by a loss of service or failure of the Subscriber's internal wiring or other Subscriber equipment; or (vii) due to Force Majeure events. Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, lightning or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the Service; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages or (vii) delays in obtaining permits or other approvals from governmental authorities for construction or Service provisioning.
- 11. COMPLIANCE WITH LAWS.** AirLink will comply with Federal, State, and local laws and ordinances applicable to the Service to be provided under this Agreement.
- 12. INSURANCE.** AirLink will maintain the following levels of insurance during the term of this Agreement.
 - a. Worker's Compensation (and Employer's Liability Insurance) — as required by applicable state statute.
 - b. Commercial General Liability — \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$1,000,000 in the aggregate.
- 13. INDEMNIFICATION/HOLD HARMLESS.** AirLink shall indemnify and hold harmless the Subscriber and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused by AirLink's negligent acts, errors, or omissions in services provided pursuant to this Agreement. Provided, however, that if any such liability, settlements, loss, or costs result from the concurrent negligence of AirLink and the Subscriber, this indemnification applies only to the extent of the negligence of AirLink.
- 14. DISPUTES.** Any action for claims arising out of or relating to this Agreement and/or respective services shall be governed by the laws of the State of Oklahoma.
- 15. ATTORNEY FEES.** Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party who is awarded a net recovery against the other shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement.

EXHIBIT "A"

PROPOSAL FOR CITY OF SAPULPA
INTERNET CONNECTIVITY
For City of Sapulpa



Prepared by:
Michael Whelan
AirLink Internet Services
P.O. Box 567
Sapulpa, OK 74067
mike.whelan@airlinkinternet.net
Cell: 918-261-9040
Office: 918-853-5994
<http://airlinkinternet.net>

May 11, 2018

Mrs. Joan Riley
City Manager
City of Sapulpa
425 E. Dewey Ave.
Sapulpa, OK 74067

Dear Mrs. Riley,

AirLink Internet Services is pleased to submit this proposal to supply high-speed internet access and Networking Services to the City of Sapulpa.

Please don't hesitate to contact me with any questions or concerns regarding this proposal. On behalf of AirLink Internet Services, thank you for your time and consideration.

Best regards,

Mike Whelan
CEO
AirLink Internet Services
918-261-9040
mike.whelan@airlinkinternet.net

Executive Summary

Ray Riddle of Beasley Technology Inc. has issued a request for proposal (RFP) for internet service for the City of Sapulpa. AirLink has reviewed the RFP and will bid on 19 of the 21 sites. The Golf Pro Shop already has AirLink service under another agreement and the Library has 100Mb Fiber Optic service paid for by the Federal e-rate program.

AirLink has visited each site on the Site Listing and interviewed staff to ascertain the requirements of the business and the needs and wishes of the staff. In most cases, the staff said the internet was very slow and unreliable. A few said it worked fine for what they are doing.

Below is AirLink's proposal to the City of Sapulpa to provide high-speed Internet Service. We have made a careful assessment of the needs and requirements of the city and believe this proposal will provide the city with superior Internet Service for years to come.

Project Scope

1. **Internet Access Hardware** – AirLink Internet Services will install a wireless high-speed radio on the roof of each building listed below. The radio will be mounted on a 10-foot or 20-foot pole (depending on the requirements at each site) on the roof of the building. A Category 5e networking cable will be ran into the building to connect existing City of Sapulpa infrastructure. All hardware is purchased and becomes the property of the City of Sapulpa and warranted for 30 days after installation.
2. **Installation & Configuration** - AirLink Internet Services will install and configure all network components required to deliver the service. The cost of installation and configuration can be different at each site and is listed in detail below.
3. **Timeline** – For the 6 sites requiring City Server access, the lead-time for the hardware is 4 – 6 weeks ARO. Installation and configuration for the sites requiring Server access is approximately 1 week. For the 13 sites not requiring City Server access, the hardware is in stock and installation can be completed in under 4 hours for each site.
4. **AirLink Support** – All support for the delivery of service to the point of demarcation is free of charge. Networking support beyond the point of demarcation is the responsibility of the City of Sapulpa. The point of demarcation is the ethernet handoff.

Individual Site Requirements

- **Police Department** – This location has 28 computers and 30Mb for internet service. AirLink recommends 40Mb for this location. AirLink will mount a wireless radio at the top of the Police Station radio tower and run a Cat5 cable down the tower and into the data closet. This network connection will provide internet service to the Police Station, City Hall, City Hall Annex, Senior Citizens Center and the Central Fire Station.
- **City Hall** – This location has 20 computers. AirLink recommends 30Mb for this location. The City Hall building has an existing Cat5 cable running to the Police Station. This will be used to deliver Internet service to City Hall.
- **City Annex** - This location has 8 computers and 9 employees. AirLink recommends 20Mb for this location. The City Annex building has an existing Cat5 cable running to the Police Station. This will be used to deliver Internet service to the City Annex building.
- **Public Works** – This location has 2 computers and 10 employees. The service is running well at 1.5Mb so AirLink's 5Mb will triple the capacity at this location. AirLink will mount a wireless radio on a 10-foot pole and run a Cat5 cable down and into the data closet.
- **Cemetery** - This location has 2 computers and 2 employees. The service is running well at 1.5Mb so AirLink's 5Mb will triple the capacity at this location. AirLink will mount a wireless radio on a 10-foot pole and run a Cat5 cable down and into the data closet.
- **Water Treatment Plant** – This location has 5 computers and the computers are in use most of the time. They also use the computers for online training including video training. The service is running well at 10Mb so AirLink's 12Mb package will be sufficient. AirLink provides an existing Point-to-Point camera data network so that operators can view remote cameras at the South West water tank, the Highway 97 water tank and the Dewey pump station. AirLink will use the existing radio mounted on the radio tower to provide internet service. No charge for installation.
- **Warehouse** – We were unable to visit this site. AirLink recommends 5Mb at this location. AirLink will mount a wireless radio on a 10-foot pole and run a Cat5 cable down and into the data closet.
- **Wastewater Treatment Plant** - This location has 4 computers and 11 employees. The service is running poorly at 1.5Mb and AirLink recommends a 9Mb package which will greatly increase the capacity at this location. AirLink will mount a wireless radio on the existing 20-foot pole and run a Cat5 cable down and into the data closet.
- **Aquatic Center** - This location has 1 computer along with lifeguards who use their phones during the course of work. AirLink recommends a minimum of 7Mb at this location. AirLink will mount a wireless radio on a 10-foot pole and run a Cat5 cable down and into the data closet.

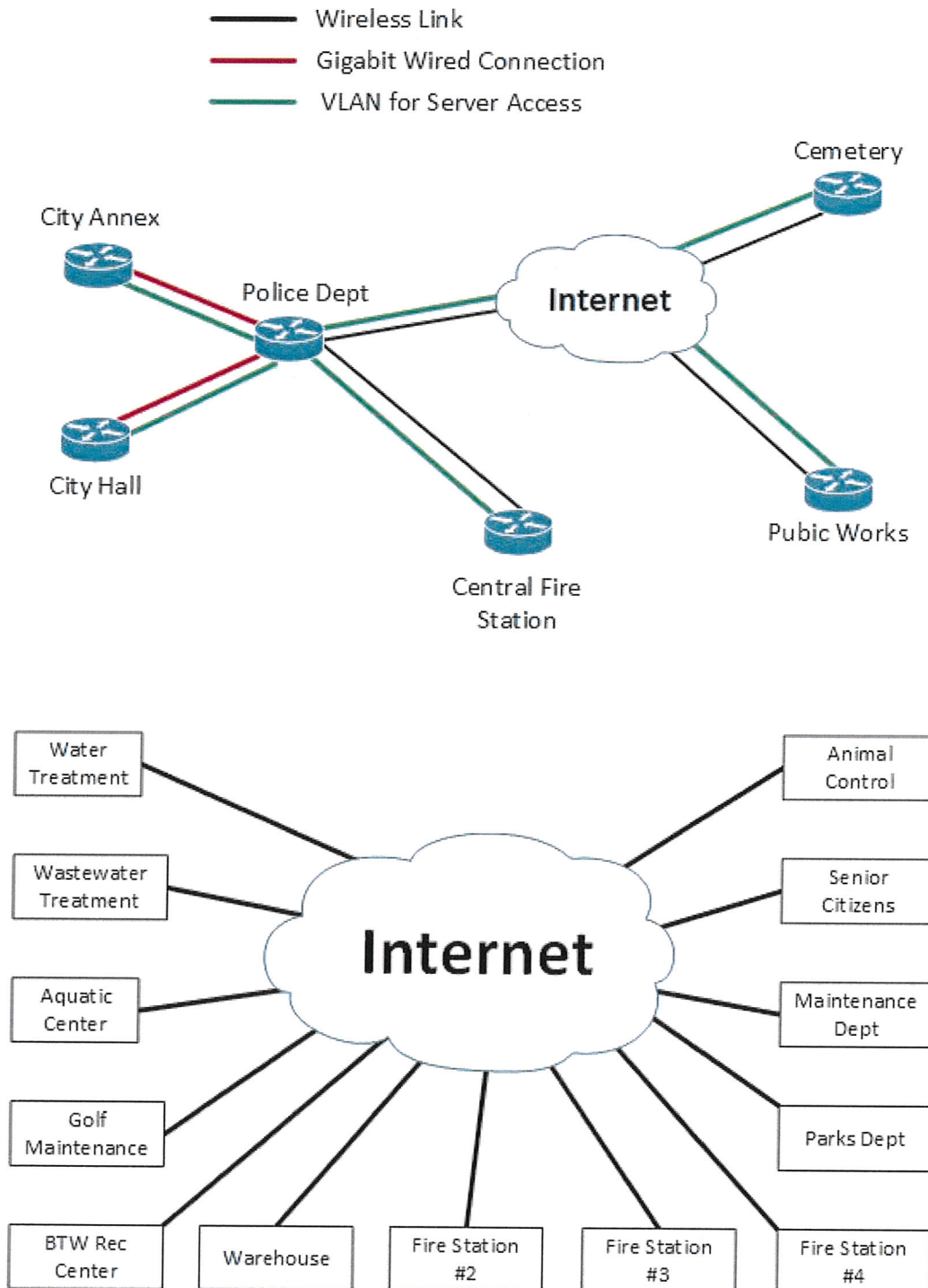
- **Golf Pro Shop** – AirLink already provides internet service to this location under another agreement.
- **Golf Maintenance** – This location has no internet service and 3 employees. AirLink recommends a minimum of 5Mb at this location. If the City wants to consider a plan that supports live camera viewing, we would recommend 15Mb. AirLink will mount a wireless radio on a 10-foot pole and run a Cat5 cable down and into the data closet.
- **Booker T Washington Recreation Center** - This location has 1 computer and 2 employees. The students use Wi-Fi while onsite. The service is running poorly at 1.5Mb and AirLink recommends a 7Mb package which will greatly increase the capacity at this location. AirLink will mount a wireless radio on a 10-foot pole and run a Cat5 cable down and into the data closet.
- **Animal Control** - This location has 1 computer and 3 employees. The service is running well at 1.5Mb so AirLink's 5Mb will triple the capacity at this location. AirLink will mount a wireless radio on a 20-foot pole and run a Cat5 cable down and into the data closet.
- **Senior Citizens Center** – This location has 2 computers and 2 employees. The service is running poorly at 1.5Mb and AirLink recommends a 7Mb package which will greatly increase the capacity at this location. AirLink will install a wireless bridge connecting the Senior Citizens Center to the Police Station.
- **Maintenance Garage** - This location has 1 computer and 3 employees. The service is running well at 1.5Mb so AirLink's 5Mb will triple the capacity at this location. AirLink will mount a wireless radio on a 10-foot pole and run a Cat5 cable down and into the data closet.
- **Parks Department** – This location has 1 computer and 2 employees. AirLink recommends a 5Mb package at this location. AirLink will run a Cat5 cable from the Maintenance Garage to the Parks Department which is immediately next door.
- **Central Fire Station** - This location has 9 desktop computers and 3 laptop computers and about 10 employees on shift at any one time. The Wi-Fi service is completely separate from their wired service and is paid for by the Fire Fighter's Union. The service is running poorly at 1.5Mb and AirLink recommends a 20Mb package which will greatly increase the capacity at this location. AirLink will install a wireless bridge connecting the Central Fire Station to the Police Station.
- **Fire Station #2** - This location has 3 computers and 3 employees. AirLink recommends a 7Mb package for this location. AirLink will mount a wireless radio on a J-pole and run a Cat5 cable down and into the data closet.

- **Fire Station #3** - This location has 3 computers and 3 employees. AirLink recommends a 7Mb package for this location. AirLink will mount a wireless radio on a 10-foot pole and run a Cat5 cable down and into the data closet.
- **Fire Station #4** - This location has 3 computers and 3 employees. AirLink recommends a 7Mb package for this location. AirLink will mount a wireless high-gain radio on a 10-foot pole and run a Cat5 cable down and into the data closet.
- **Library** – This location is on the Federal e-rate program with more than 100Mb of service. This internet service should remain as is without change. If the City requires a change we can revisit the opportunity. AirLink is not bidding on this location.

General Site Information

1. The Police Department will have a Mikrotik CCR1016-12S-1S+ ethernet router which will support advanced routing, QoS, VLAN tagging, VOIP and firewall rules. This site will have a public IP address.
2. The Central Fire Station, City Hall, City Hall Annex, Public Works and the Cemetery will each have a Mikrotik RB3011UiAS-RM ethernet router which will support advanced routing, QoS, VLAN tagging, VOIP and firewall rules. These sites will have a public IP address.
3. All other sites will have a 100Mb ethernet handoff, a private IP and will support VoIP, QoS and VLAN tagging.
4. All installation, implementation, configuration, licensing and hardware costs are included in the Installation price for each site listed below.
5. Internet packages recommended for each site is an estimate based on individual site surveys, number of employees, number of computers, how the internet service will be used and how many concurrent users there will be. Package sizes may need to be adjusted in the future based on use and capacity at each site.
6. AirLink will need specific permission to mount and maintain hardware on the antenna tower at the Police Station. The Central Fire Department and the Senior Citizens building will connect via this tower.
7. Delivered Data Rate: Each site will be able to receive the maximum upload and download specified by the provisioned package, but the minimum bandwidth will always be no less than 80% of the package speed. Network latency is less than 40ms.
8. Support is provided 8am to 8pm Mon – Fri and 8am to 4pm on Saturdays. AirLink is closed on Sundays.
9. AirLink will assign a network engineer and a field technician for installation at each site. The Project manager for this deployment will be Malessa Dunegan.
10. The AirLink network maintains a 99.9% uptime but the downtime is not zero. Lightning strikes and power outages do occur and are normally resolved within 4 hours. AirLink Internet should NOT be used for any emergency services or life-threatening situations.
11. All Internet packages are unlimited use (no data caps) and no contracts – month to month.

City of Sapulpa Logical Network Diagram



Pricing

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 90 days from the date of this proposal.

Location	Internet Service	Installation - Non-Recurring Cost	Total Protection Plan (optional recurring cost)	Public IP Address - MRC	Internet Service - MRC
Police Dept	40Mb	\$2850	\$7.99	\$9.95	\$599.95
City Hall	30Mb	\$600	\$7.99	\$9.95	\$399.95
City Annex	20Mb	\$600	\$7.99	\$9.95	\$249.95
Public Works	5Mb	\$799	\$7.99	\$9.95	\$69.95
Cemetery	5Mb	\$799	\$7.99	\$9.95	\$69.95
Water Treatment	12Mb	\$799	\$7.99		\$149.95
Warehouse	5Mb	\$229	\$7.99		\$69.95
Wastewater	9Mb	\$49	\$7.99		\$119.95
Aquatic Center	7Mb	\$229	\$7.99		\$99.95
Golf Pro Shop	-	-	-	-	-
Golf Maintenance	5Mb	\$229	\$7.99		\$69.95
BTW Rec Center	7Mb	\$229	\$7.99		\$99.95
Animal Control	5Mb	\$267	\$7.99		\$69.95
Senior Citizens	7Mb	\$149	\$7.99		\$99.95
Maintenance Dept	5Mb	\$229	\$7.99		\$69.95
Parks Dept	5Mb	\$49	\$7.99		\$69.95
Central Fire Station	20Mb	\$749	\$7.99	\$9.95	\$249.95
Fire Station #2	7Mb	\$149	\$7.99		\$99.95
Fire Station #3	7Mb	\$229	\$7.99		\$99.95
Fire Station #4	7Mb	\$229	\$7.99		\$99.95
Library	No bid	No bid	No bid		No bid

Total Installation Cost - NRC	Total Protection Plan	Total Monthly Recurring Cost
\$9462.00	\$151.81 / mo	\$2918.75 / mo

Qualifications

AirLink's primary goal is to deliver high-speed internet services to businesses and residential locations across North Eastern Oklahoma. We're continuously inventing the solutions that drive **next-generation wireless networks** by following a rigorous development process including multiple cycles of design, engineering and testing. These proven capabilities allow AirLink to supply video, voice, and data solutions over a state of the art wireless infrastructure.

Our network engineers are known for their in-depth knowledge built over decades of experience. Together with continuous education and innovation, this forms the basis of AirLink technological leadership. AirLink is a locally owned business headquartered in Mounds, Oklahoma.

Conclusion

AirLink Internet Service can deliver unparalleled, high-performance internet access to the City of Sapulpa. We trust this has been responsive to the request for proposal and look forward to serving you in that regard in the very near future.

A handwritten signature in blue ink that reads "Mike Whelan". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Mike Whelan, CEO

AirLink Internet Services

City Of Sapulpa Internet RFP - Proposal Comparison

Location	Address	Requires Access To Server	Notes	AirLink		AT&T		COX	
				Bandwidth	Monthly Fee	Bandwidth	Monthly Fee	Bandwidth	Monthly Fee
City Hall	425 E Dewey Avenue	YES		30.00	\$417.89	150.00		100.00	\$952.00
Police Department	20 N Walnut Street	YES	Local to City Hall	40.00	\$617.89	0.00	\$0.00	0.00	\$0.00
City Hall Annex	424 E Hobson Avenue	YES	Local to City Hall	20.00	\$267.89	0.00	\$0.00	0.00	\$0.00
Public Works	8805 W 100 th Street S	YES		5.00	\$87.89	20.00		20.00	\$450.00
Cemetery	1815 S Ridgeway Street	YES		5.00	\$87.89	20.00		20.00	\$450.00
Water Treatment	2610 Sahoma Lake Rd	NO		12.00	\$157.94	10.00		10.00	\$375.00
Warehouse	410 S Hawthorne Street	NO		5.00	\$77.94	10.00		10.00	\$375.00
Sewage	8700 W 100 th Street S	NO		9.00	\$127.94	10.00		10.00	\$375.00
Aquatic Center	701 N Brown Street	NO		7.00	\$107.94	10.00		10.00	\$375.00
Golf Pro Shop	1200 W Dewey Avenue	NO				10.00		10.00	\$375.00
Golf Maintenance	1200 W Dewey Avenue	NO		5.00	\$77.94	10.00		10.00	\$375.00
BTW Rec Center	209 N Gray Street	NO		7.00	\$107.94	10.00		10.00	\$375.00
Animal Control	409 E Fife Avenue	NO		5.00	\$77.94	10.00		10.00	\$375.00
Senior Citizen	515 E Dewey Avenue	NO		7.00	\$107.94	10.00		10.00	\$375.00
Parks Department	202 S Hawthorne Street	NO		5.00	\$77.94	10.00		10.00	\$375.00
Garage	200 S Hawthorne Street	NO		5.00	\$77.94	10.00		10.00	\$375.00
Fire 1	800 E Dewey Avenue	YES		20.00	\$267.89	20.00		20.00	\$450.00
Fire 2	911 N 9 th Street	NO		7.00	\$107.94	10.00		10.00	\$375.00
Fire 3	10 E Murphy Avenue	NO		7.00	\$107.94	10.00		10.00	\$375.00
Fire 4	7400 New Sapulpa Rd	NO		7.00	\$107.94	10.00		10.00	\$375.00
Library	27 W Dewey Avenue	NO		0.00	\$0.00	0.00	\$0.00	0.00	\$0.00
TOTALS					\$3,070.56		\$11,000.80		\$7,552.00
						Managed Router		Managed Router	
						\$10,602.83			
						Non-managed Router			
				NRC	\$9,462.00			\$750.00	\$0.00
				Description	Installation Fee			Installation Fee	Installation Fee

City Of Sapulpa Request For Proposal (RFP) For Internet Connectivity

Bid Summary

Bid Packages Received

We received 3 Qualified Proposal Packages from AirLink, AT&T, and Cox Communications.

We also received 2 Non-Qualified Packages (due to non-compliance with the requirements of the RFP). Based upon the RFP specs these bids were destroyed.

Recommendation

Each of the three proposals were reviewed for compliance with the RFP specifications and with the goals and objectives of the City. A comparison summary is attached of the proposals. Clearly, there are differences in the proposals in terms of initial equipment needs/costs and monthly recurring costs. The basis for comparison is what provides the best overall solution for the City of Sapulpa.

After independent discussions with each provider's representative and examination of their respective proposals, it is my recommendation that the City of Sapulpa contract with AirLink for their Internet Connectivity.

AirLink's proposal would cover every location for a monthly recurring cost of approximately \$3,070.56 which includes their Total Protection Plan for the equipment. The Installation fees would be approximately \$9,462.00 to purchase the equipment and get it installed.

AirLink performed a walk-through of every location and has calculated the bandwidth requirements based upon the actual number of users and concurrent usage estimates.

I would further recommend that the City of Sapulpa consider getting an Internet connection from Cox Communications for the City Hall complex to serve as a backup Internet connection for the locations that require Incode to function. This would reduce the likelihood of an Internet outage due to Internet Service Provider (ISP) or hardware failure.

Cox's proposal for the City Hall campus is approximately a monthly fee of \$952.00.



AGENDA ITEM

Administration 10.I.

City Council Regular

Meeting Date: June 18, 2018

Submitted By: Pam Vann, Finance Director

Department: Finance

Presented By: Pam Vann

SUBJECT:

Discussion and possible action regarding a resolution of the City of Sapulpa, Oklahoma, and the Sapulpa Municipal Trust Authority amending the FY 2017-2018 annual budget by increasing revenues by \$2,146,306.00 and increasing appropriations by \$1,062,421.00 in various funds for the purpose of making adjustments based on current revenue and the amounts estimated during the preparation of the FY 2018-2019 budget.

BACKGROUND:

In the process of preparing the FY 2018-2019 annual budget and a review of current revenues and expenditures it was discovered that several transfers between funds and payments are based on actual revenue received which is higher than anticipated in the original FY 2017-2018 budget resulting in a needed increase to the corresponding transfers or payments. Also due to changes in insurance plans, retirement participation, utility usage, and unforeseen maintenance increases several departments need increases in their respective budgets.

RECOMMENDATION:

Staff recommends that the Mayor and City Councilors/Chairman and Trustees adopt the resolution.

Attachments

End-of-Year Budget Resolution 061818

End-of-Year Budget Adjustment 061818

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA AND THE SAPULPA MUNICIPAL TRUST AUTHORITY AMENDING THE FY 2017-2018 ANNUAL BUDGET BY INCREASING REVENUES BY \$2,146,306.00 AND INCREASING APPROPRIATIONS BY \$1,062,421.00 IN VARIOUS FUNDS FOR THE PURPOSE OF MAKING ADJUSTMENTS BASED ON CURRENT REVENUE AND THE AMOUNTS ESTIMATED DURING THE PREPARATION OF THE FY 2018-2019 BUDGET.

WHEREAS, during the preparation of the FY 2018-2019 budget amounts are estimated for FY 2017-2018; and

WHEREAS, several transfers between funds and payments are based on actual revenue and the revenue is now estimated to be more than budget resulting in an increase in the transfers and expenditures; and

WHEREAS, due to increases in insurance, severance payouts, and increased utility costs several departments will need increases in their department budgets; and

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 amendments be made:

GENERAL FUND

(Increase)	10-4003 Sales Tax - First Penny	\$250,000
(Increase)	10-4003.01 Sales Tax – 2 nd & 3 rd Penny	500,000
(Increase)	10-4003.02 Sales Tax – ½ Penny	125,000
(Increase)	10-4003.03 Sales Tax – ½ Penny	125,000
(Increase)	10-4026 Resident Constr Park & Rec Fee	32,200
(Increase)	10-4920S Tsfr In: SMA-Sales Tax	200,000
(Increase)	10-4981 Tsfr In: GO Sinking	536
	Total Revenue Increase	<u>\$1,232,736</u>
(Increase)	10-590-920S Tsfr Out: SMA	200,000
(Increase)	10-590-931S Tsfr Out: Cemetery	12,500
(Increase)	10-590-934S Tsfr Out: Library	12,500
(Increase)	10-590-935S Tsfr Out: Park & Rec	25,000
(Increase)	10-590-937 Tsfr Out: Resid Constr Park/Rec Fund	32,200
(Increase)	10-590-940S Tsfr Out: Fire Cash	12,500
(Increase)	10-590-941S Tsfr Out: Police Cash	12,500
(Increase)	10-590-944S Tsfr Out: Major Thorofare	25,000
(Increase)	10-590-945S Tsfr Out: CIP	50,000
(Increase)	10-590-946S Tsfr Out: W&S Impr	50,000

(Increase)	10-590-948S Tsfr Out: Water Resources	100,000
(Increase)	10-590-965S Tsfr Out: Street Impr Sales Tax	125,000
(Increase)	10-590-967S Tsfr Out: Sewer Improv Sales Tax	<u>125,000</u>
	Total Appropriations Increase:	\$782,200

SAPULPA MUNICIPAL AUTHORITY FUND

(Increase)	20-4047 Refuse Collection	\$ 42,000
(Increase)	20-4910S Tsfr In: General-Sales Tax	200,000
(Increase)	20-4998 Tsfr In: Series 2012 Utility Sys Rev	<u>8,310</u>
	Total Revenue Increase:	\$250,310

(Increase)	20-523-133 Employee Insurance	\$ 3,000
(Increase)	20-523-311 Prof Services	5,000
(Increase)	20-527-141 Contract Labor	42,000
(Increase)	20-590-351 Equipment Maintenance	2,000
(Increase)	20-590-910S Tsfr Out: General-Sales Tax	<u>200,000</u>
	Total Appropriations Increase:	\$252,000

CEMETERY MAINTENANCE FUND

(Increase)	31-4051 Maintenance	\$ 10,000
(Increase)	31-4052 Lot Sales	25,000
(Increase)	31-4910S Tsfr In: General Fund	<u>12,500</u>
	Total Revenue Increase:	\$ 47,500

(Increase)	31-531-943 Tsfr Out: Cemetery Perpetual Care	<u>\$ 4,375</u>
	Total Appropriations Increase:	\$ 4,375

HUNTING & FISHING FUND

(Increase)	32-4054 Camping Revenue	<u>\$ 2,000</u>
	Total Revenue Increase:	\$ 2,000

(Increase)	32-532-331 Utilities	<u>\$ 3,000</u>
	Total Appropriations Increase:	\$ 3,000

LIBRARY FUND

(Increase)	34-4910S Tsfr In: General Fund	<u>\$ 12,500</u>
	Total Revenue Increase:	\$ 12,500

PARK & RECREATION FUND

(Increase)	35-4910S Tsfr In: General Fund	<u>\$25,000</u>
	Total Revenue Increase:	\$25,000

(Increase) 35-535-331 Utilities \$ 5,000
Total Appropriations Increase: \$ 5,000

RESID CONSTR PARK/REC FUND

(Increase) 37-4910 Tsfr In: General Fund \$ 32,200
Total Revenue Increase: \$ 32,200

PARK DEVELOPMENT FUND

(Increase) 38-4959 Tsfr In: Hotel/Motel Tax Fund \$ 5,625
Total Revenue Increase: \$ 5,625

FIRE CASH FUND

(Increase) 40-4910S Tsfr In: General Fund \$ 12,500
Total Revenue Increase: \$ 12,500

POLICE CASH FUND

(Increase) 41-4910S Tsfr In: General Fund \$ 12,500
Total Revenue Increase: \$ 12,500

CEMETERY PERPETUAL CARE FUND

(Increase) 43-4931 Tsfr In: Cemetery \$ 4,375
Total Revenue Increase: \$ 4,375

MAJOR THOROFARE FUND

(Increase) 44-4910S Tsfr In: General Fund \$25,000
Total Revenue Increase: \$25,000

CAPITAL IMPROVEMENT FUND

(Increase) 45-4910S Tsfr In: General Fund \$50,000
Total Revenue Increase: \$50,000

WATER & SEWER IMPROVEMENT FUND

(Increase) 46-4910S Tsfr In: General Fund \$50,000
Total Revenue Increase: \$50,000

VAC/SPAY/NEUTER FUND

(Increase) 47-4085 Spay/Neuter Fee \$ 4,000
Total Revenue Increase: \$ 4,000

(Increase) 47-547-315 Other Services & Charges \$ 4,000
Total Appropriations Increase: \$ 4,000

WATER RESOURCES FUND

(Increase) 48-4910S Tsfr In: General Fund \$ 100,000
Total Revenue Increase: \$ 100,000

HOTEL/MOTEL TAX FUND

(Increase) 59-4004 Hotel/Motel Tax \$ 30,000
Total Revenue Increase: \$ 30,000

(Increase) 59-501-311 Professional Services \$ 5,625
(Increase) 59-590-938 Tsfr Out: Park Dev Fund 5,625
Total Appropriations Increase: \$ 11,250

STREET IMPROVEMENT SALES TAX FUND

(Increase) 65-4910S Tsfr In: General Fund \$ 125,000
Total Revenue Increase: \$ 125,000

SEWER IMPROVEMENT SALES TAX FUND

(Increase) 67-4910S Tsfr In: General Fund \$ 125,000
Total Revenue Increase: \$ 125,000

GO BOND SINKING FUND

(Increase) 81-581-910 Tsfr Out: General Fund \$ 536
Total Appropriations Increase: \$ 536

SERIES 2012 UTILITY SYS REVENUE FUND

(Increase) 98-4081 Interest \$ 60
Total Revenue Increase: \$ 60

(Decrease) 98-566-311 Professional Services (\$ 8,250)
(Increase) 98-590-920 Tsfr Out: SMA 8,310
Total Appropriations Increase: \$ 60

PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA, AND THE BOARD OF TRUSTEES FOR THE SAPULPA MUNICIPAL AUTHORITY, SAPULPA, OKLAHOMA and signed by the Mayor/Chairman this 18th day of June 2018.

Reg Green, Mayor/Chairman

ATTEST:

Shirley Burzio, City Clerk/Trust Secretary

David Widdoes, City Attorney/Trust Attorney

BUDGET TRANSFER REQUEST

DEPARTMENT	Department Head Signature	Date Requested
VARIOUS		6/18/2018

TO PROVIDE FUNDS FOR ADJUSTMENTS NEEDED BASED
ON PROPOSED BUDGET AND CURRENT YEAR TO DATE
(revenue, transfers, personnel, & other fees & charges)

RESOLUTION #

Account #	Account Name	Amount Budgeted	Amount of Increase	Amount of Decrease	Adjusted Budget
10-4003	Sales Tax - First Penny	\$2,947,509	\$250,000		\$3,197,509
10-4003.01	Sales Tax -2nd & 3rd Penny	\$589,518	\$500,000		\$1,089,518
10-4003.02	Sales Tax -1/2 Penny	\$1,473,755	\$125,000		\$1,598,755
10-4003.03	Sales Tax -1/2 Penny	\$1,473,755	\$125,000		\$1,598,755
10-4026	Resid Constr Park & Rec Fee	\$9,000	\$32,200		\$41,200
10-4920S	Tsfr In: SMA-Sales Tax	\$2,358,008	\$200,000		\$2,558,008
10-4981	TSFR IN: GO SINKING	\$3,984	\$536		\$4,520
10-590-920S	Tsfr Out: SMA	\$2,358,008	\$200,000		\$2,558,008
10-590-931S	Tsfr Out: Cemetery	\$147,375	\$12,500		\$159,875
10-590-934S	Tsfr Out: Library	\$147,375	\$12,500		\$159,875
10-590-935S	Tsfr Out: Parks & Rec	\$294,751	\$25,000		\$319,751
10-590-937	Tsfr Out: Resid Constr Park/Re	\$9,000	\$32,200		\$41,200
10-590-940S	Tsfr Out: Fire Cash	\$147,375	\$12,500		\$159,875
10-590-941S	Tsfr Out: Police Cash	\$147,375	\$12,500		\$159,875
10-590-944S	Tsfr Out: Major Thorofare	\$294,751	\$25,000		\$319,751
10-590-945S	Tsfr Out: Cap Impr	\$589,502	\$50,000		\$639,502
10-590-946S	Tsfr Out: W&S Impr	\$589,502	\$50,000		\$639,502
10-590-948S	Tsfr Out: Water Resources	\$1,179,004	\$100,000		\$1,279,004
10-590-965S	Tsfr Out: Str Impr Sales Tax	\$1,473,755	\$125,000		\$1,598,755
10-590-967S	Tsfr Out: Sewer Impr Sales Tax	\$1,473,755	\$125,000		\$1,598,755

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

FY 17-18

Transfer #: 17-

BUDGET TRANSFER REQUEST

DEPARTMENT	Department Head Signature	Date Requested			
VARIOUS		6/18/2018			
TO PROVIDE FUNDS FOR ADJUSTMENTS NEEDED BASED					
ON PROPOSED BUDGET AND CURRENT YEAR TO DATE					
(revenue, transfers, personnel, & other fees & charges)					
RESOLUTION #					
Account #	Account Name	Amount Budgeted	Amount of Increase	Amount of Decrease	Adjusted Budget
20-4047	Refuse Collection	\$1,680,000	\$42,000		\$1,722,000
20-4910S	Tsfr In: General Fund - Sales Ta	\$2,358,008	\$200,000		\$2,558,008
20-4998	Tsfr In: Series 2014 Utility	\$399	\$8,310		\$8,709
20-523-133	Employee Insurance	\$34,600	\$3,000		\$37,600
20-523-311	Professional Services	\$34,500	\$5,000		\$39,500
20-527-141	Contract Labor	\$13,123,000	\$42,000		\$13,165,000
20-590-351	Equipment Maintenance	\$15,037	\$2,000		\$17,037
20-590-910S	Tsfr Out: GF	\$2,358,008	\$200,000		\$2,558,008
31-4051	Maintenance	\$34,000	\$10,000		\$44,000
31-4052	Lot Sales	\$25,000	\$25,000		\$50,000
31-4910S	Tsfr In: General Fund-Sales Tax	\$147,375	\$12,500		\$159,875
31-531-943	Tsfr Out: Cemetery Perp Care	\$7,375	\$4,375		\$11,750
32-4054	Camping Revenue	\$23,000	\$2,000		\$25,000
32-532-331	Utilities	\$11,000	\$3,000		\$14,000
34-4910S	Tsfr In: General Fund - Sales Ta	\$147,375	\$12,500		\$159,875
35-4910S	Tsfr In: General Fund - Sales Ta	\$294,751	\$25,000		\$319,751
35-535-331	Utilities	\$50,000	\$5,000		\$55,000
37-4910	Tsfr In: General Fund	\$9,000	\$32,200		\$41,200
38-4959	Tsfr In: Hotel/Motel Tax	\$42,188	\$5,625		\$47,813
40-4910S	Tsfr In: General Fund - Sales Ta	\$147,375	\$12,500		\$159,875
41-4910S	Tsfr In: General Fund - Sales Ta	\$147,375	\$12,500		\$159,875
43-4931	Tsfr In: Cemetery	\$7,375	\$4,375		\$11,750
44-4910S	Tsfr In: General Fund - Sales Ta	\$294,751	\$25,000		\$319,751
45-4910S	Tsfr In: General Fund - Sales Ta	\$589,502	\$50,000		\$639,502
46-4910S	Tsfr In: General Fund - Sales Ta	\$589,502	\$50,000		\$639,502
47-4085	Spay/Neuter Fee	\$17,500	\$4,000		\$21,500
47-547-315	Other Services & Charges	\$17,000	\$4,000		\$21,000
48-4910S	Tsfr In: General Fund - Sales Ta	\$1,179,004	\$100,000		\$1,279,004
59-4004	Hotel/Motel Tax	\$225,000	\$30,000		\$255,000
59-501-311	Professional Services	\$42,188	\$5,625		\$47,813
59-590-938	Transfer Out: Park Dev fund	\$42,188	\$5,625		\$47,813
65-4910S	Tsfr In: General Fund - Sales Ta	\$1,473,755	\$125,000		\$1,598,755
67-4910S	Tsfr In: General Fund - Sales Ta	\$1,473,755	\$125,000		\$1,598,755
81-581-910	TSFR OUT: GENERAL FUND	\$3,984	\$536		\$4,520
98-4081	Interest	\$5	\$60		\$65
98-566-311	Prof Services	\$8,250		\$8,250	\$0
98-590-920	Tsfr Out: SMA	\$399	\$8,310		\$8,709
Date Approved	Finance Director	Date Rejected	Reason		
Date Approved	City Manager	Date Rejected	Reason		
FY 17-18		Transfer #:	17-		



AGENDA ITEM

Administration 10.J.

City Council Regular

Meeting Date: June 18, 2018

Submitted For: Joan Riley, City Manager

Submitted By: Amy Hoehner, Legal Assistant

Department: City Manager

Presented By: Joan Riley

SUBJECT:

Discussion and possible action regarding a Resolution of the City of Sapulpa, Oklahoma (The "City") Approving Action Taken by the Sapulpa Municipal Authority (The "Authority") Authorizing Issuance, Sale, and Delivery of a Promissory Note of the Authority to the Oklahoma Water Resources Board; Ratifying and Confirming a Lease Agreement Pertaining to the Water and Sanitary Sewer Systems; Approving and Authorizing the Execution of a Lease Agreement Pertaining to the Storm Water and Sanitation Systems; Approving and Authorizing the Execution of a Subordinate Lien Sales Tax Agreement; and Containing Other Provisions Related Thereto.

BACKGROUND:

Presented during June 18, 2018 Study Session.

RECOMMENDATION:

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

Attachments

Resolution

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE CITY COUNCIL OF THE CITY OF SAPULPA, OKLAHOMA (THE "CITY") MET IN CITY HALL, IN SAPULPA, OKLAHOMA, ON THE 18TH DAY OF JUNE, 2018, AT 7:00 P.M.

PRESENT:

ABSENT:

(OTHER PROCEEDINGS)

Thereupon, the following resolution was introduced and caused to be read. Councilmember _____ moved passage of the Resolution and Councilmember _____ seconded the motion. The motion carrying with it the approval of said Resolution was approved by the following vote:

AYE:

NAY:

The Resolution so approved is as follows:

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA (THE "CITY") APPROVING ACTION TAKEN BY THE SAPULPA MUNICIPAL AUTHORITY (THE "AUTHORITY") AUTHORIZING ISSUANCE, SALE, AND DELIVERY OF A PROMISSORY NOTE OF THE AUTHORITY TO THE OKLAHOMA WATER RESOURCES BOARD; RATIFYING AND CONFIRMING A LEASE AGREEMENT PERTAINING TO THE WATER AND SANITARY SEWER SYSTEMS; APPROVING AND AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT PERTAINING TO THE STORM WATER AND SANITATION SYSTEMS; APPROVING AND AUTHORIZING THE EXECUTION OF A SUBORDINATE LIEN SALES TAX AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Sapulpa Municipal Authority (the "Authority") did, by its Resolution adopted June 18, 2018, authorize the issuance, sale and delivery of its Series 2018 Clean Water SRF Promissory Note to Oklahoma Water Resources Board; and

WHEREAS, the City hereby determines that the actions taken by the Authority should be authorized and approved; and

WHEREAS, the City hereby determines that such other action necessary or attendant to accomplishment of the referenced financing should be considered by the City Council of the City.

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

Section 1. Issuance of Note. That the issuance, sale, and delivery of the Sapulpa Municipal Authority, Creek County, Oklahoma, Series 2018 Clean Water SRF Promissory Note to Oklahoma Water Resources Board in the principal amount \$7,850,000 (the "2018 Note"), all as approved by said Authority on June 18, 2018, be and hereby is authorized, approved, and ratified.

Section 2. Approval. That all actions heretofore taken by the Authority in connection with the issuance, sale, and delivery of the 2018 Note and all other aspects of the transaction be and are hereby authorized, approved and ratified.

Section 3. Lease. The Lease Agreement dated as of April 1, 1996 (the "Water/Sewer Lease Agreement"), whereby the City leased its water and sanitary sewer systems to the Authority and whereby the Authority agreed to operate and maintain said systems, is hereby ratified and confirmed and the term of said Water/Sewer Lease Agreement shall extend until the 2018 Note is paid. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk of the City be and are hereby authorized to execute and deliver a Lease Agreement and Operation and Maintenance Contract (the "Storm Water/Sanitation Lease Agreement") whereby the City shall lease its, stormwater and sanitation systems to the Authority, and whereby the Authority agrees to operate and maintain said systems.

Section 4. Subordinate Lien Sales Tax Agreement. The Mayor or Vice Mayor and City Clerk or Deputy City Clerk of the City be and are hereby authorized to execute and deliver a Subordinate Lien Sales Tax Agreement on behalf of the City pertaining to the year-to-year pledge of the Sales Tax Revenue for purposes of securing the 2018 Note.

Section 5. Necessary Action. That the Mayor or Vice Mayor and City Clerk or Deputy City Clerk be and hereby are authorized and empowered to execute and deliver for and on behalf of the City any and all other documents or instruments reasonably necessary to accomplish the issuance, sale, and delivery of the 2018 Note and all other aspects of the transaction.

[Remainder of Page Left Blank Intentionally]

PASSED AND APPROVED THIS 18TH DAY OF JUNE, 2018.

CITY OF SAPULPA, OKLAHOMA

Mayor

ATTEST:

City Clerk

(SEAL)

STATE OF OKLAHOMA)
)SS
COUNTY OF CREEK)

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

GIVEN UNDER MY HAND THIS 18TH DAY OF JUNE, 2018.

(SEAL)

City Clerk



Informational Items 12.A.

City Council Regular

Meeting Date: June 18, 2018

Submitted For: Rick Rumsey, Assistant City Manager

Submitted By: Amy Hoehner, Legal Assistant

SUBJECT:

Update on Public Works Projects.

Attachments

Update 6-18

Public Works Update - June 2018

Sapulpa Animal Shelter - GO Bond Project

The City has purchased the Glass Design complex located in the 8000 block of West 100th Street for the site of the Animal Shelter. The construction documents are now completed and the bidding process has began. Bids are scheduled to be open on July 10th at 2:00 pm in the Council chambers.

Force Main and Lift Station Improvements - GO Bond Project

Bids were opened on June 13th and are currently being reviewed by Tetra Tech to assure all bid specifications were met. Once this is completed a recommendation for awarding bids will be placed on the Council agenda.

Rewiring of the West Pump Station - GO Bond Project

This project is currently being done and is near completion.

100 Acre Youth Sports Complex - GO Bond Issue

Bids were opened on May 10th for the phase one portion of the complex. Placed on tonight's agenda for approval of items within funding capabilities.

Canyon Road (66 Highway East to City Limits)

Canyon Road is expected to go out for bids for the Cities portion (West 73rd St. to City Limits) as soon as all utilities are moved. The only utilities left is water lines from two rural water districts and AT&T. Once the lines are moved we will begin the bidding process. The remain portion of Canyon Road will be completed under the STP program through ODOT. According to ODOT they expect to begin bidding in mid 2019. Once both segments are completed all of Canyon Road will be done.

Bridge Replacement (Sahoma Lake Road)

The water level has lowered and the Street Crew is back on site and preparing the site for footings and piers. Pending a weather delay the cement is scheduled to be poured this week. All the precast cement portions of the bridge are done and waiting to be shipped and put in the place. It is our goal to complete this project within sixty days.

North Brown Street (Line to Cobb)

This portion of North Brown will involve a mill and overlay of pavement along with one block of curb and guttering which eliminates all dirt ditches along Brown Street. This project is set to begin upon the completion of the Sahoma Lake bridge project.

Lazy H Project (CDBG)

The City Street Crew will begin the final phase of the Lazy H Addition paving project after the completion of the Brown Street project. When finished all the streets in the addition have now been milled and overlaid.

Lakes of the Cross Timbers Street Project

The main entrance to the addition off of State Highway 117 has failed and is in need of replacement. The complete roadway replacement will be done between the entrance at Highway 117 to the intersection of Starling Court. This project is scheduled to be completed during the 2018-19 fiscal year.

North Hickory Street (Line St. to Muskogee St.)

Currently we are awaiting the relocation of a main gas line by ONG before we can bid the project. This project involves a complete rebuild of Hickory Street including widening and curb and guttering. Projected to be completed in the 2018-19 fiscal year.

Downtown Alley Program

The City during fiscal year 2018-19 will be rebuilding a downtown alley with a new base and pavement to help beautify downtown. The alley schedule for the project is East of Main St. between Lee and Thompson. It is hoped this program can continue each year until all alleys are completed.

49th West Ave. & State Highway 117

The City has been working with ODOT to make this intersection safer for the motoring public and to reduce traffic accidents at this location. ODOT has scheduled a speed study for the area of 117 but no dates have been set for the study. ODOT has installed a intersection warning sign for eastbound traffic on 117 approximately three weeks ago. We are looking at the cost involved and the feasibility of widening 49th to three lanes at the intersection to allow for a designated left hand turn lane to go east on 117. Staff will continue to work with ODOT to improve this intersection.

Downtown Storm Water Improvements

Improvements of the drainage problems at the intersection of Dewey and Park are currently being engineered. Once the design improvement is completed we will be bidding out the project. This improvement will be funded by the CDBG Grant.

North 8th St. Storm Water Project

We have now took possession of the commercial property at the Northwest corner of Line and 8th Street. The building at the location will be disassembled and reused by a City Department as a shop building. We are currently working on obtaining three to four additional properties. Once these properties our obtained, all properties that are needed for the project will be owned by the City. It is our goal to obtain the remainder of properties the City needs during the 2018-19 Fiscal Year and to bid and begin phase one of the project the following year.