#### 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. <u>INVOCATION.</u>

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. <u>APPOINTMENTS, AWARDS, PRESENTATIONS, PROCLAMATIONS AND</u> 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. <u>COMMUNITY DEVELOPMENT.</u>

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:
  - 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 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		



City Council Regular 5.A.

Meeting Date: June 4, 2018

Submitted For: Shirley Burzio, City ClerkSubmitted By: Amy Hoehner, Legal Assistant

**SUBJECT:** 

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

**Attachments** 

minutes.05-21-2018 city

## DRAFT

#### CITY OF SAPULPA, OKLAHOMA

COUNCIL PROCEEDINGS Meeting of May 21, 2018

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

Present: Reg Green, Mayor

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

Absent: Wes Galloway, Councilor

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

#### 1. <u>INVOCATION.</u>

The invocation was given by Vice-Mayor Louis Martin.

#### 2. PLEDGE OF ALLEGIANCE.

Mayor Reg Green led the Pledge of Allegiance.

#### 3. MINUTES AND CONSENT ITEMS.

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

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

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

#### 4. <u>COMMUNITY DEVELOPMENT.</u>

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

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

#### 5. <u>ADMINISTRATION.</u>

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 6. PUBLIC COMMENTS.

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

#### 7. **EXECUTIVE SESSION.**

- **A.** Motion was made by Councilor John Anderson, seconded by Councilor Charles Stephens, to approve an executive session to discuss the following:
  - Discuss the purchase and/or acquisition of Lots 2, 3, and 6, Block 9, Original Town Sapulpa, Creek County, Oklahoma [25 O.S. Section 307 B (3)];
  - 2. Discuss the purchase and/or acquisition land situated in Lots 2 and 4 of Section 2, Township 17 North, Range 11 East, Creek County, Oklahoma [25 O.S. Section 307 B (3)].

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

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

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

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

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

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

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

#### 8. <u>ADJOURNMENT.</u>

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

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

	Mayor	
Attest:		
City Clerk	<del></del>	



#### **AGENDA ITEM**

#### Presentations & Proclamations 6.A.

City Council Regular

Meeting Date: June 4, 2018

Submitted By: Rick Rumsey, Assistant City Manager

**Department:** Assistant City Manager

**Presented By:** Rick Rumsey

#### **SUBJECT:**

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

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

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

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

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

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

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

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

#### **BACKGROUND:**

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

#### **RECOMMENDATION:**

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



Consent Agenda 7.A.

**City Council Regular** 

Meeting Date: June 4, 2018

Submitted By: Amber Fisher, Accounts Payable Clerk

**SUBJECT:** 

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

**Attachments** 

Claims List 6-4-18

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
119794	99-1000	MED NOW URGENT CARE CENTER	,PHYSICAL/DRUG SCREEN	5/2018	366303	83.00
122939	99-10159	LAWRENCE COUNTY NEWSPAPERS	,PUBLISH ORDINANCE #2795	5/2018	17040	82.55
122941	99-10160	MERRIFIELD OFFICE SOLUTION	SNAME PLATE FOR COUNCILOR	5/2018	0145214-001	9.99
123197	99-10160	MERRIFIELD OFFICE SOLUTION	SMISC SUPPLIES	5/2018	0145768-001	163.34
L23354	99-10160	MERRIFIELD OFFICE SOLUTION			0145511-001	216.96
L23359	99-10160	MERRIFIELD OFFICE SOLUTION		5/2018	0145862-001	84.42
123361	99-10160	MERRIFIELD OFFICE SOLUTION			0145656-001	25.00
L23196	99-10235	HULETT, MARK	MEAL REIMBURSEMENT	5/2018	5/21/18 123196	12.00
123200	99-10252	CECIL COX ENTERPRISES	NEW TIRE FOR EXPEDITION	5/2018	3027145	237.40
123297	99-10252	CECIL COX ENTERPRISES				69.95
121111	99-10377	GREEN COUNTRY SHREDDING &	R32 GAL CONTAINERS	5/2018	45862	30.00
123300	99-10434	DAVIS, KENDRIC	MEAL REIMBURSEMENT	5/2018	5/23-25/18 123300	36.00
123199	99-10435		MEAL REIMBURSEMENT	5/2018	5/23-25/18 123199	36.00
122145	99-10555	WILLIAMS, JENNIFER	MEAL REIMBURSEMENT	5/2018		12.00
122134	99-10621	VAUGHN, SKYLAR	MEAL REIMBURSEMENT	5/2018		264.00
122135	99-10622		MEAL REIMBURSEMENT	5/2018		264.00
123176	99-10660	STANDARD & ASSOCIATES, INC		5/2018		1,537.50
123195	99-10667	•	MEAL REIMBURSEMENT			24.00
122391	99-10668		PURCHASE PROP-8TH ST PROJ			
123190	99-1563	THE PEAVEY CORPORATION		5/2018		137.00
122448	99-1565	OKLAHOMA MUNICIPAL ASSURAN				
122241	99-2114	ACCURATE FIRE EQUIP, INC.		5/2018		400.75
123260	99-28		MAY 2018 ELEC CHARGES			4,869.00
123260	99-2926	APAC CENTRAL, INC				5,487.05
		LOEFFLER, ALLEN & HAM				
122392	99-3270			5/2018		750.00
122918	99-3707	O'REILLY AUTOMOTIVE INC				119.83
123292	99-3707		MISC PARTS FOR TIRE REPAI			28.35
123294	99-3707		MISC PARTS FOR VEHICLES		153-106985	366.16
123295	99-3707		TIRE PRESSURE SENSOR		153-107182	48.70
123298	99-3707		OIL FILTER-DODGE TRUCK			31.30
123299	99-3707	O'REILLY AUTOMOTIVE INC	FRONT/REAR BRAKE PADS		153-107628	104.78
119793	99-3797	OCCUPATIONAL HEALTH CENTER				227.00
120705	99-3822	· · · · · · · · · · · · · · · · · · ·	ONLINE CREDIT CARD FEES		025-224924	
120150	99-39		MISC OFFICE SUPPLIES			
121600	99-39	WAL-MART	MISC SUPPLIES FOR MAINT		027554 4/27/18	5.87
122171	99-39			5/2018		39.91
122615	99-39	WAL-MART	MISC JANITORIAL SUPPLIES			123.18
122657	99-39	WAL-MART	PRINTER	5/2018	009338 5/9/18	79.00
122672	99-39		MISC OFFICE SUPPLIES			25.89
122673	99-39	WAL-MART	MISC JANITORIAL SUPPLIES	5/2018	016834C 4/16/18	119.19
L22675	99-39		MISC OPERATIONAL SUPPLIES			193.14
122676	99-39	WAL-MART	PRINTING SUPPLIES	5/2018	016834A 4/16/18	68.49
122677	99-39	WAL-MART	MISC SUPPLIES FOR SHELTER	5/2018	016834 4/16/18	9.85
123067	99-39	WAL-MART	MONITOR FOR PATROL AREA	5/2018	009517 5/9/18	83.97
123074	99-39	WAL-MART	IPAD FOR DRONE	5/2018	009964 5/9/18	329.00
123256	99-39	WAL-MART	NEW TELEPHONE	5/2018	009853 5/9/18	36.31
120646	99-4047	SHOW, INC.	SHREDDING PICK UP	5/2018	18640	20.00
121405	99-4047	SHOW, INC.	CLEAN UP TRASH/LEAVES	5/2018	18639	40.00
119797	99-4661	NEAL & JEAN'S FLOWERS & GI	FHOSPITALITY ARRANGEMENTS	5/2018	025112	90.00

FUND: 10 - GENERAL FUND

5/31/2018 1:10 PM PURCHASE ORDER CLAIM REGISTER

PAGE:

SUMMARY REPORT

INVOICE P.O.# VENDOR # NAME SUMMARY DESCRIPTION DATE AMOUNT 122922 99-6181 IFSTA-FIRE PROTECTION PUBLIFIRE OFFICER 1 EDITION-36 5/2018 105938 3.031.20 99-6397 DELOACHE, JASON MEAL REIMBURSEMENT 5/2018 5/23/18 123072 123072 5/2018 11491 121110 99-6457 CRAWFORD & ASSOCIATES, PC CONSULT/ADVISORY SRVCS 253.06 122388 99-6465 WIDDOES, DAVID REIMBURSE FOR TRAINING 5/2018 5/15/18 122388 114.19 122389 99-664 CREEK COUNTY ABSTRACT CO., JEFF LAWSON-ABSTRACT 5/2018 109875 375.00 COMPUTERS/MONITORS 122971 99-7019 DELL MARKETING LP 5/2018 10240922123 123069 99-7307 MADDEN, JIM MEAL REIMBURSEMENT 5/2018 5/17/18 123069 12.00 99-7513 LARSON, BRANDON MEAL REIMBURSEMENT 5/2018 5/21/18 122689 12.00 122689 121614 99-8016 NORTHERN SAFETY COMPANY INYEARLY SERVICE/TEST FEE 5/2018 902944252 1,131.75 99-8074 SPECIAL OPS UNIFORMS, INC UNIFORMS FOR NEW OFFICERS 5/2018 783275 121882 2,089.50 123051 99-8074 SPECIAL OPS UNIFORMS, INC UNIFORM PANTS-ALL EMPLOYE 5/2018 783267 2,556.41 122919 99-8346 CARNER PLUMBING, INC. W/D PIPING-CENTRAL STATIO 5/2018 21284 300.00 99-8555 YORK ELECTRONIC SYSTEMS, INSERVICE AGRMNT-FIRE ALARM 5/2018 3/15/17-3/15/18 123198 610.50 122914 99-8556 R.A.W. ENTERPRISES MISC TOOLS/EQUIPMENT 5/2018 2298 375.00 5/2018 5/23-25/18 123301 123301 99-8564 CLAYTON, DERRICK MEAL REIMBURSEMENT 36.00 122942 99-8769 OKLAHOMA DEPARTMENT OF LABOANN ELEVATOR INSPECTION 5/2018 180518E30613 112.50 120327 99-8817 DE LAGE LANDEN PUBLIC FINANCOPIER/PRINTER LEASE 150.00 5/2018 59373194 99-8871 STATE BOARD OF VETERINARY MEUTHANASIA TECH RENEWAL 5/2018 C KALER 209 6/30/1 123321 80.00 123291 99-8982 FOSTER, LESTER REIMBURSEMENTS-TRAINING 5/2018 5/18/18 123291 162.12 99-9027 SOLE, ... 99-9072 VICKREY JAMES 123071 99-9027 SOLE, MIKE MEAL REIMBURSEMENT 5/2018 5/23/18 123071 12.00 TUITION REIMBURSEMENT 5/2018 5/23/18 123202
MEAL REIMBURSEMENT 5/2018 5/23/18 123073 123202 521.25 123073 99-9100 LOWRY, JAMES 5/2018 5/23/18 123073 12.00 5/2018 9806919420 120019 99-9859 VERIZON WIRELESS SERVICES LMOBILE BROADBAND PLAN 40.01 123201 99-9974 BOWERS OIL CO. DIESEL FOR GENERATORS 5/2018 34810 178.97 120036 99-9996 ALLIANCE MAINTENANCE, INC. JANITORIAL SERVICES 5/2018 104157 1,595.00 120446 99-9996 ALLIANCE MAINTENANCE, INC. JAN SRVCS-CITY HALL/ANNEX 5/2018 104161 947.50 FUND TOTAL: 85,576.61 FUND: 20 - SMA-AUTHORITY FUND SUMMARY REPORT 123174 99-10065 KUBOTA OF NORTHWEST ARKANSAOIL AND FILTER FOR TRACTO 5/2018 P16396 61.13 

 122767
 99-10154
 HAWKINS, INC
 POLYMER FOR SLUDGE
 5/2018
 4279400

 122982
 99-10160
 MERRIFIELD OFFICE SOLUTIONSBUSINESS CARDS
 5/2018
 0146271-0

 3,059.05 5/2018 0146271-001 50.00 123354 99-10160 MERRIFIELD OFFICE SOLUTIONSRUGS/PHONE 5/2018 0145511-001 216.97 5/2018 0145693-001 123355 99-10160 MERRIFIELD OFFICE SOLUTIONSYEARLY PLANNER 25.89 123361 99-10160 MERRIFIELD OFFICE SOLUTIONSBUSINESS CARDS 5/2018 0145656-001 123253 99-10558 TECHNICAL PROGRAMMING SERVIMAILING FEES-UTIL BILLING 5/2018 101467 144.36 123164 99-1443 BRENNTAG SOUTHWEST, INC. BRENPHOS 5/2018 BSW984813 1,696.32 123165 99-1443 BRENNTAG SOUTHWEST, INC. CHEMICALS-SODIUM PERM 5/2018 BSW984814 4,097.60 99-1443 BRENNTAG SOUTHWEST, INC. CHLORINE 123166 5/2018 BSW984815 MAY 2018 ELEC CHARGES 5/2018 5/22/18 123260 123260 99-28 OG&E 23,959.98 120235 99-3373 BIO-AQUATIC TESTING INC. QRTLY TESTING-DEQ REQUIRE 5/2018 52879 1,800.00 120239 99-3437 ADVANCE ELECTRICAL SERVICESON CALL ELECTRICIAN 5/2018 16980 123.75 120978 99-3437 ADVANCE ELECTRICAL SERVICESREPAIRS-TAFT LIFT STATION 5/2018 16999 1,375.00 121732 99-3437 ADVANCE ELECTRICAL SERVICESTROUBLESHOOT PROBLEMS 5/2018 16983 412.50 99-3593 CITY OF TULSA METER CONNECT FEE-POLSON 5/2018 107001042 5/7/18 119369 547.59 123290 99-3707 O'REILLY AUTOMOTIVE INC 2 CANS OF FREEON 5/2018 153-106010 13.98 99-3707 O'REILLY AUTOMOTIVE INC MISC PARTS FOR VEHICLES 5/2018 153-106985 123294 35.46 123551 99-3707 O'REILLY AUTOMOTIVE INC SEAT BELT/OIL FILTERS 5/2018 153-107676 159.64 120705 99-3822 TYLER TECHNOLOGIES, INC ONLINE CREDIT CARD FEES 5/2018 025-224924 301.00

FUND: 20 - SMA-AUTHORITY FUND

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SUMMARY REPORT

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DATE P.O.# VENDOR # NAME SUMMARY DESCRIPTION INVOICE AMOUNT 120706 99-3908 VERDIGRIS VALLEY ELEC COOP SWRCS ELECTRIC 5/2018 2621103200 4/30/18 12.80 CLEAN UP TRASH/LEAVES 99-4047 SHOW, INC. 121405 5/2018 18639 40.00 123169 99-4104 ODEQ TEMP WATER CERT-J JOHNSON 5/2018 J JOHNSON 100841 62.00 123158 99-4112 ACCURATE ENVIRONMENTAL INC.MAY OPEDS 5/2018 AE08050 181.00 123159 99-4112 ACCURATE ENVIRONMENTAL INC.TOC MAY 5/2018 AE08048 63.00 122879 99-4819 ODEQ STATE LAB FEES 5/2018 18041690021 1,995.54 WATER PLANT PERMIT 122882 99-4819 ODEQ 5/2018 18052591287 7,312.52 5/2018 SVC-0071337 121730 99-5295 CLIFFORD POWER SYSTEMS TROUBLESHOOT GENERATOR 614.40 122875 99-5388 OFFICE DEPOT 25022426 OFFICE CHAIR 5/2018 132537664001 299.99 99-6528 UNIFIRST HOLDINGS, INC. YEARLY UNIFORM LEASE 120449 5/2018 8241482994 41.14 120711 99-7821 CREEK COUNTY RURAL WATER #2WATER 5/2018 4094 3/23-4/24/18 85.50 122772 99-8543 SUTTON TRACTOR HYDRAULIC TANK/OIL 5/2018 5436B 36.97 99-8769 OKLAHOMA DEPARTMENT OF LABOANN ELEVATOR INSPECTION 5/2018 180518E30613 122942 112.50 123162 99-9084 SCHUERMANN ENTERPRISES, INCSERVICE CALL-CHLORINE PUM 5/2018 3041 298.05 120318 99-9202 AT&T DEDICATED PHONE-SKIATOOK 5/2018 9182462544 5/15/18 106.30 119368 99-9393 AIRLINK INTERNET SVCS CAMERA NETWORK FEE 5/2018 68536 599.80 SHIPPING FEES-DR5000 123153 99-9398 THE UPS STORE #3965 5/2018 7338 5/9/18 99-9788 MATRIX SERVICE INC. CLEANING OF CLARIFIERS 5/2018 214MY13099 122452 9,049.50 120446 99-9996 ALLIANCE MAINTENANCE, INC. JAN SRVCS-CITY HALL/ANNEX 5/2018 104161 947.50 FUND TOTAL: 62,426.12 FUND: 29 - STORMWATER MANAGEMENT SUMMARY REPORT 122826 99-1037 AMERICAN TEXTILE SCREENPRINT-SHIRTS AND HOODIES 5/2018 30941 122391 99-10668 LAWSON JEFF PURCHASE PROP-8TH ST PROJ 5/2018 5/29/18 LOTS 2,3,6 135,000.00 123360 99-141 LOCKE SUPPLY CO. 5/2018 34374608-00 LIGHT BULBS 116.43 MAY 2018 ELEC CHARGES 123260 99-28 OG&E 5/2018 5/22/18 123260 123.53 123550 99-3707 O'REILLY AUTOMOTIVE INC FUEL FILTER/OIL 5/2018 153-107673 OKR04 PERMIT FEE 99-4819 ODEQ 113691 5/2018 18051690039 748.11 122972 99-5388 OFFICE DEPOT 25022426 MISC OFFICE SUPPLIES 5/2018 136194201001 8.34 120782A 99-9738 JACQUELYN BROOKE KONONCHUK SERVICE AGREEMENT 5/2018 MAY-18 4,614.00 FUND TOTAL: 141,247.26 SUMMARY REPORT FUND: 30 - STREET & ALLEY 122826 99-1037 AMERICAN TEXTILE SCREENPRINT-SHIRTS AND HOODIES 5/2018 30941 1,218,00 123260 99-28 OG&E MAY 2018 ELEC CHARGES 5/2018 5/22/18 123260 325.11 123289 99-4733 KIRBY-SMITH MACHINERY, INC FLIGHT SCREW BEARINGS 5/2018 P37229 90.22 FUND TOTAL: 1,633.33 FUND: 31 - CEMETERY MAINTENANCE SUMMARY REPORT MAY 2018 ELEC CHARGES 123260 99-28 OG&E 5/2018 5/22/18 123260 243.89 122558 99-3707 O'REILLY AUTOMOTIVE INC EQUIPMENT REPAIRS 5/2018 153-107412 67.28 123401 99-39 WAL-MART 5/2018 011944 5/11/18 SUNSCREEN 23.94 5/2018 035810 120605 99-6159 LOT MAINTENANCE OF OKLAHOMAMOW RIGHT OF WAY AREAS 3,755.63 120449 99-6528 UNIFIRST HOLDINGS, INC. YEARLY UNIFORM LEASE 5/2018 8241482991 6.20 99-8372 SAWYER ENTERPRISES 5/2018 300052318 120606 MOW FLOOD PROPERTY 950.00 122574 99-8484 SHERWIN WILLIAMS COMPANY, IUNIFLEX FOR REPAIRS 321.70 5/2018 5411-7 123403 99-8965 CHERRY TRUCKING & DIRT SALEDIRT FOR GRAVES 5/2018 6456 1,560.00

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2.0.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
122572	99-9026	HALL MANUFACTURING LLC	PARTS FOR MOWER	5/2018	87639	879.10
					FUND TOTAL:	7,807.74
FUND: 32	- HUNTING &	FISHING				SUMMARY REPO
120710	99-10516	HINSCH MARY	COMMISSION SALES	5/2018	730452	75.50
.23357	99-2217	DAYS DISCOUNT LUMBER INC	REPLACE BOARDS ON DOCK	5/2018	31253	58.75
23260	99-28	OG&E	MAY 2018 ELEC CHARGES	5/2018	5/22/18 123260	844.63
.20768	99-8762	AT&T	INTERNET SERVICE	5/2018	157257122 5/7/18	139.98
					FUND TOTAL:	1,118.86
TUND: 33	- GOLF COUF	RSE				SUMMARY REPO
23087	99-10252	CECIL COX ENTERPRISES	TIRES FOR GOLF CART	5/2018	3027330	84.90
23090	99-141	LOCKE SUPPLY CO.	WATER FILTERS F/MACHINES	5/2018	34413303-00	19.06
23080	99-175	STANDARD DISTRIBUTING INC	RESTOCK CONCESSION	5/2018	329962	203.41
122732	99-2217	DAYS DISCOUNT LUMBER INC	MATERIALS FOR FENCE	5/2018	31089	300.00
23260	99-28	OG&E	MAY 2018 ELEC CHARGES	5/2018	5/22/18 123260	687.29
L23085	99-3794	BOTTLING GROUP, LLC	CONCESSION SUPPLIES	5/2018	19285904	299.88
.22284	99-39	WAL-MART	MISC GRILL SUPPLIES	5/2018	017821 4/17/18	225.00
23079	99-39	WAL-MART	RESTOCK CONCESSION SUPPLI	5/2018	008337 5/8/18	70.22
23082	99-4686	ANHEUSER BUSCH SALES-OKLAR	OCONCESSION SUPPLIES	5/2018	184228	385.30
23084	99-5267	TITLEIST	GOLF BALL ORDER	5/2018	905889572	940.33
22742	99-5278	R & R PRODUCTS, INC.	SAFETY SNAKE CHAPS	5/2018	CD2234906	105.65
22972	99-5388	OFFICE DEPOT 25022426	MISC OFFICE SUPPLIES	5/2018	136194201001	46.00
20449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	5/2018	8241482996	7.53
23078	99-8436	LDF SALES & DISTRIBUTING,	IRESTOCK CONCESSION	5/2018	195180	214.65
23083	99-8442	SYSCO FOODS SERVICES OF OR	LCONCESSION SUPPLIES			1,114.98
					FUND TOTAL:	4,704.20
FUND: 34	- LIBRARY					SUMMARY REPO
.22863	99-1589	DEMCO, INC.	MISC LIBRARY SUPPLIES	5/2018	6379046	911.63
23260	99-28	OG&E	MAY 2018 ELEC CHARGES	5/2018	5/22/18 123260	1,141.74
20123	99-4047	SHOW, INC.	RECYCLING	5/2018	18624	30.00
22405	99-7276	BARNES & NOBLE BOOKSELLERS	CHILDREN/YOUNG ADULT BOOK	5/2018	3647123	1,648.75
22414	99-7276	BARNES & NOBLE BOOKSELLERS	S SPECIALIZED BOOKS	5/2018	3645309	1,396.64
22942	99-8769	OKLAHOMA DEPARTMENT OF LAE	SOANN ELEVATOR INSPECTION	5/2018	180518E30614	225.00
21724A	99-9890	EMPIRE PAPER CO	MISC JANITORIAL SUPPLIES	5/2018	0412293	287.40
					FUND TOTAL:	5,641.16
TUND: 35	- PARKS & F	RECREATION				SUMMARY REPO
23136	99-10662	BRANDON OUTLAW dba COMMERC	IREPLACE TREADMILL	5/2018	15289	2,600.00
23260	99-28	OG&E	MAY 2018 ELEC CHARGES	5/2018	5/22/18 123260	3,377.43
23288	99-3707	O'REILLY AUTOMOTIVE INC				
23143	99-4004	H & M HEAT & AIR CONDITION	NSERVICE CALL-BTW GYM	5/2018	40168	208.00
21104		COX COMMUNICATIONS				46.38
20449		UNIFIRST HOLDINGS, INC.			8241482995	5.76
122779		ADVANCE ALARMS, INC			1622587	190.00

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SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT	
120552	99-9595	CAMPBELL WENDY	DATA ENTRY-TRACKING PROGR	5/2018	4/16-30/18 120552	690.00	
					FUND TOTAL:	7,138.54	
FUND: 36	- SWIMMING	POOL				SUMMARY I	REPORT
122503	99-10219	JOSEPH WILLIAM NOZAK NOZAK	K-SNO CONE SUPPLIES	5/2018	5/22/18 122503	552.00	
L22791	99-10651	STRONGHAND LLC	CAULKING FOR WATERSLIDES	5/2018	1048	1,500.00	
123260	99-28	OG&E	MAY 2018 ELEC CHARGES	5/2018	5/22/18 123260	232.72	
122799	99-39	WAL-MART	BATTERIES-AUTO FLUSH UNIT	5/2018	025231 4/25/18	53.85	
122507	99-6469	GREAT PLAINS COCA-COLA BOT	TTMISC SUPPLIES FOR CONCESS	5/2018	14625200059	115.08	
123147	99-7070	MO' PIZZA RESTAURANTS, LLC	C CONCESSION SUPPLIES	5/2018	527181	138.00	
122509	99-7868	WESTLAKE HARDWARE INC	MISC LANDSCAPE SUPPLIES	5/2018	8137105	250.74	
122510	99-9173	ALL MAINTENANCE SUPPLY, IN	NCMISC JANITORIAL SUPPLIES	5/2018	68641-01	58.14	
					FUND TOTAL:	2,900.53	
FUND: 40	- FIRE CASI	H				SUMMARY I	REPORT
122815	99-10605	TACTICAL RESCUE SERVICES,	LINFLATABLE BOAT COVER	5/2018	1173	225.00	
					FUND TOTAL:	225.00	
FUND: 41	- POLICE C	ASH				SUMMARY I	REPORT
122367	99-4690	TOTAL RADIO, INC	T3000 REPEATER W/INSTALL	5/2018	113001650-1	11,573.50	
					FUND TOTAL:	11,573.50	
FUND: 44	- MAJOR THO	DROFARE				SUMMARY I	REPORT
120445	99-2507	SIGNALTEK, INC	ANN MAINTENANCE AGREEMENT	5/2018	14184	650.00	
120452	99-2507	SIGNALTEK, INC	TRAFFIC LIGHT REPAIRS	5/2018	14183	643.75	
123260	99-28	OG&E	MAY 2018 ELEC CHARGES	5/2018	5/22/18 123260	22,233.24	
					FUND TOTAL:	23,526.99	
FUND: 46	- WATER & :	SEWER SALES TAX				SUMMARY I	REPORT
122592	99-10094	JUAN LOZANO	OIL CHANGES FOR TRUCKS	5/2018	36416	42.49	
123113	99-10560	CORE & MAIN LP	STOCK	5/2018	I802081	2,406.05	
123118	99-10560	CORE & MAIN LP	2" DRESSER SLEEVE	5/2018	I857991	250.00	
123122	99-10560	CORE & MAIN LP	MISC STOCK ITEMS	5/2018	I873688	940.80	
123123	99-10560	CORE & MAIN LP	SEWER SUPPLIES	5/2018	I887360	216.27	
.22591	99-10670	E AND E CONCRETE AND TREE	SREMOVE TREE-902 N MOCCASI	5/2018	51618	3,000.00	
.23503	99-2217	DAYS DISCOUNT LUMBER INC	RAILROAD TIES	5/2018	31388	81.66	
23260	99-28	OG&E	MAY 2018 ELEC CHARGES	5/2018	5/22/18 123260	357.62	
119771	99-3321	CENTRAL TECH	MONTHLY CMOM SAFE CLASSES	5/2018	18-7320	210.00	
120449	99-6528	UNIFIRST HOLDINGS, INC.	YEARLY UNIFORM LEASE	5/2018	8241482997	5.32	
123293	99-8539	CROW BURLLNGAME COMPANY	TURN SIGNAL LIGHT	5/2018	106-7252	17.49	
L23296	99-8539	CROW BURLLNGAME COMPANY	HYDRAULIC HOSE	5/2018	106-7368	81.96	

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FUND: 47 - VAC/SPAY/NEUTR ESCRW FUND SUMMARY REPORT

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

GRAND TOTAL: 370,357.65

G/L RECAP

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

G / L RECAP

PER	RIOD (	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
5/	2018 1	L 0	514-331	UTILITIES	337.87	
				OFFICE SUPPLIES	28.19	
				MAINTENANCE-VEHICLE	31.30	
				MINOR EQUIPMENT & FURNISHINGS	816.00	
5/	2018 1	LO	518-313	PRINTING	25.00	
5/	2018 1	LO	590-141	CONTRACT LABOR	987.50	
5/	2018 1	LO	590-201	OFFICE SUPPLIES	216.96	
5/	2018 1	LO	590-312	ADVERTISING	82.55	
5/	2018 1	LO	590-315	FEES & OTHER CHARGES	30.00	
5/	2018 1	LO		UTILITIES	699.23	
5/	2018 1	L <sub>0</sub>	590-353	MAINT-BUILDING & FIXTURES	112.50	
5/	2018 1	L O	591-390	CONTINGENCY FOR EXP NOT BUDGET	54,299.79	85,576.61
5/	2018 2	20	522-201	OFFICE SUPPLIES	25.89	
5/	2018 2	20	522-313	PRINTING	25.00	
5/	2018 2	20	523-311	PROFESSIONAL SERVICES	144.36	
5/	2018 2	20	523-313	PRINTING	50.00	
				UNIFORM CLEANING	10.57	
5/	2018 2	20	523-351	MAINTENANCE-EQUIPMENT	301.00	
5/	2018 2	20	523-352	MAINTENANCE-VEHICLES	159.64	
5/	2018 2	20	524-212	CHEMICALS	8,103.92	
				OPERATIONAL SUPPLIES	152.39	
5/	2018 2	20	524-260	MINOR EQUIPMENT & FURNISHINGS	299.99	
5/	2018 2	20	524-301	TRAINING AND TRAVEL	62.00	
5/	2018 2	20	524-311	PROFESSIONAL SERVICES	11,289.04	
5/	2018 2	20	524-314	UNIFORM CLEANING	13.87	
5/	2018 2	20	524-315A	FEES & OTHER CHG-ODEQ/STA	7,312.52	
5/	2018 2	20	524-315B	FEES & OTHR CHGS-SKIATOOK	106.30	
5/	2018 2	20	524-322	WATER PURCHASE	547.59	
					7,526.50	
				COMMUNICATIONS	599.80	
				MAINTENANCE-EQUIPMENT	61.13	
5/	2018 2	20	524-354	MAINTENANCE-FACILITIES	298.05	
				CHEMICALS	3,059.05	
5/	2018 2	20	525-311D	PROF SERVICES-TESTING	1,800.00	
5/	2018 2	20	525-314	UNIFORM CLEANING	16.70	
5/	2018 2	20	525-331	UTILITIES	15,832.55	
5/	2018 2	20	525-351	MAINTENANCE-EQUIPMENT	665.35	
5/	2018 2	20	525-352	MAINT-VEHICLES	35.46	
5/	2018 2	20	525-353	MAINT-BUILDING/FIXTURES	1,375.00	
5/	2018 2	20	525-354	MAINTENANCE-FACILITIES	536.25	
5/	2018 2	20	590-141	CONTRACT LABOR	987.50	
5/	2018 2	20	590-201	OFFICE SUPPLIES	216.97	
5/	2018 2	20	590-331	UTILITIES	699.23	
5/	2018 2	20	590-353	BUILDING MAINTENANCE	112.50	

#### G / L RECAP

TOTAL	AMOUNT	NAME	/L ACCOUNT	G/L	PERIOD
62,426.12					
	4,614.00	CONTRACT LABOR	9 529-141	29	5/2018
	8.34	OFFICE SUPPLIES	9 529-201	29	5/2018
	455.00	UNIFORMS	9 529-314	29	5/2018
	748.11	ADMINISTRATION FEES-NPDES	9 529-315	29	5/2018
	123.53	UTILITIES	9 529-331	29	5/2018
	181.85	MAINTENANCE-EQUIPMENT	9 529-351	29	5/2018
	116.43	MAINTENANCE-BUILDING & FIXTURE	9 529-353	29	5/2018
141,247.26	135,000.00	LAND	9 529-406	29	5/2018
	1,218.00	UNIFORM CLEANING	0 530-314	30	5/2018
	325.11	UTILITIES	0 530-331	30	5/2018
1,633.33	90.22	MAINTENANCE-EQUIPMENT			
	4,705.63	CONTRACT LABOR	1 531-141	31	5/2018
	23.94	SAFETY SUPPLIES			5/2018
	6.20	UNIFORM CLEANING	1 531-314		-,
	243.89	UTILITIES			5/2018
	946.38	MAINTENANCE-EQUIPMENT			5/2018
7,807.74	1,881.70	MAINTENANCE-FACILITIES			5/2018
	75.50	PERMIT SALES COMMISSION	2 532-142		
	844.63	UTILITIES	2 532-331		
	139.98	COMMUNICATIONS			5/2018
1,118.86	58.75	MAINTENANCE-FACILITIES	2 532-354	32	5/2018
	46.00	OFFICE SUPPLIES	3 533-201	33	5/2018
	2,532.50	CONCESSION SUPPLY	3 533-213	33	5/2018
	940.33	PRO SHOP SUPPLIES	3 533-215	33	5/2018
	105.65	SAFETY SUPPLIES	3 533-241	33	5/2018
	7.53	UNIFORM CLEANING	3 533-314	33	5/2018
	687.29	UTILITIES	3 533-331	33	5/2018
	84.90	MAINTENANCE-EQUIPMENT	3 533-351	33	5/2018
4,704.20	300.00	MAINTENANCE-FACILITIES	3 533-354	33	5/2018
	287.40	JANITORIAL SUPPLIES	4 534-211	34	5/2018
	1,648.75	GRANT EXPENSE-OTHER	4 534-290	34	5/2018
	1,141.74	UTILITIES	4 534-331	34	5/2018
	255.00	MAINT/BUILDINGS	4 534-353	34	5/2018
	1,396.64	BOOKS	4 534-407	34	5/2018
5,641.16	911.63	BOOKS-STATE AID GRANTS	4 534-407A	34	5/2018
	690.00	CONTRACT LABOR	5 535-141	35	5/2018
	5.76	UNIFORM CLEANING	5 535-314		
	3,377.43	UTILITIES	5 535-331		

G/L RECAP

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

REPORT TOTAL:

370,357.65



**Public Hearings** 8.A.

**City Council Regular** 

Meeting Date: June 4, 2018

Submitted By: Pam Vann, Finance Director

#### **SUBJECT:**

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



#### **AGENDA ITEM**

Community Development 9.A.

**City Council Regular** 

Meeting Date: June 4, 2018

Submitted By: Nikki White, Urban Development Director

**Department:** Planning & Development

Presented By: Nikki White

#### **SUBJECT:**

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

#### **BACKGROUND:**

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

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

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

#### **RECOMMENDATION:**

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

#### Attachments

SMAPC Staff Report

Case Maps and Plat

Letter requesting Sidewalk Waiver



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

FILE: FP-2018-01 Final Plat

**OWNERS:** McCracken

**ADDRESS:** 825 South Bixby Street

**PARCEL:** 1999-34-018-011-0-360-00

**STR:** Section 34, Township 18 North, Range 11 East

**LEGAL:** A tract of land in the Southeast Quarter (SE/4) of Section Thirty-four

(34), Township Eighteen (18) North, Range Eleven (11) East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U.S. Government Survey thereof, and further described as, to-wit: Commencing at the Southeast corner of Section 34; Thence N89°52'08"W along the South Section line for a distance of 1325.45 feet; thence N00°11'57"E for a distance of 30.20 feet to the Point of Beginning; thence N89°51'40"W for a distance of 60.61 feet; thence N71°21'12"W for a distance of 78.50 feet; thence N00°11'57"E for a distanced of 348.04 feet; thence S89°48'03"E for a distance of 135.08 feet; thence S00°11'57"W

for a distance of 372.81 feet to the Point of Beginning.

**LOT SIZE:** 46,980 square feet more or less

**ZONING:** CG Commercial General

**EXISTING USE:** Vacant

**APPLICANT:** Joe Kelley

**WARD:** Ward #2 – Mr. Charles Stephens and Mr. John Anderson

PREPARED BY: Nikki White-Urban Development Director

#### **Utilities and Services** (as reported):

**Water:** City of Sapulpa **Sewer:** City of Sapulpa **Telephone:** SBC/AT&T

Electric: OG&E

**Cable:** Cox Communications

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

#### **REQUEST:**

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

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

#### SURROUNDING LAND USE AND ZONING:

North:	RS-3 Residential Single Family

East: RS-3 Residential Single Family

South: State Highway 117 (West Taft Avenue)

West: RS-3 Residential Single Family

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

<u>Comprehensive Plan</u>: The subject property is designated

Office/Commercial on the SMAPC 2030 Future Land

Use Map (FLUM)

<u>Flood Zone</u>: There is a very small portion of the property in the

500 year flood in the southwest corner. There will

be no construction in that location.

#### **PUBLIC COMMENTS:**

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

#### **STAFF RECOMMENDATION:**

#### **Recommended motion for SMAPC:**

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

#### Plus the following numerical conditions:

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

#### **ATTACHMENTS:**

- 1. "Pediatric Care of Sapulpa"
- 2. Case Maps

# W GARFIELD AVE SUBJECT TRACT W TAFT AVE (117) œ

25 50

100

1 in equals 100 feet

150

The City of

FP-2018-01 RCMC Properties, LLC 2413 W 110th St S Jenks, OK 74037

CITY OF SAPULPA MAP PRODUCTS

Legend Zoning

Subject Property Parcels Highways

Roads & Streets

Railroads

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

Source Data: Creek County Assessors City of Sapulpa, INCOG



E-911: TBD after Final Plat Approval

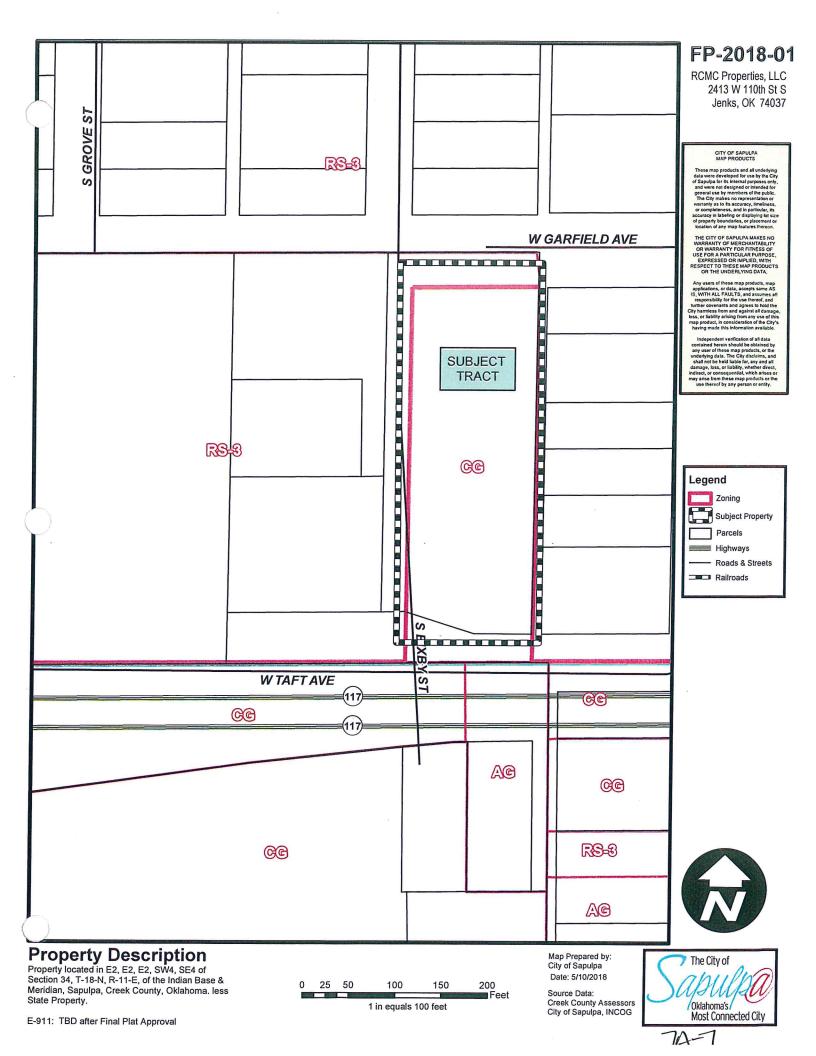
State Property.

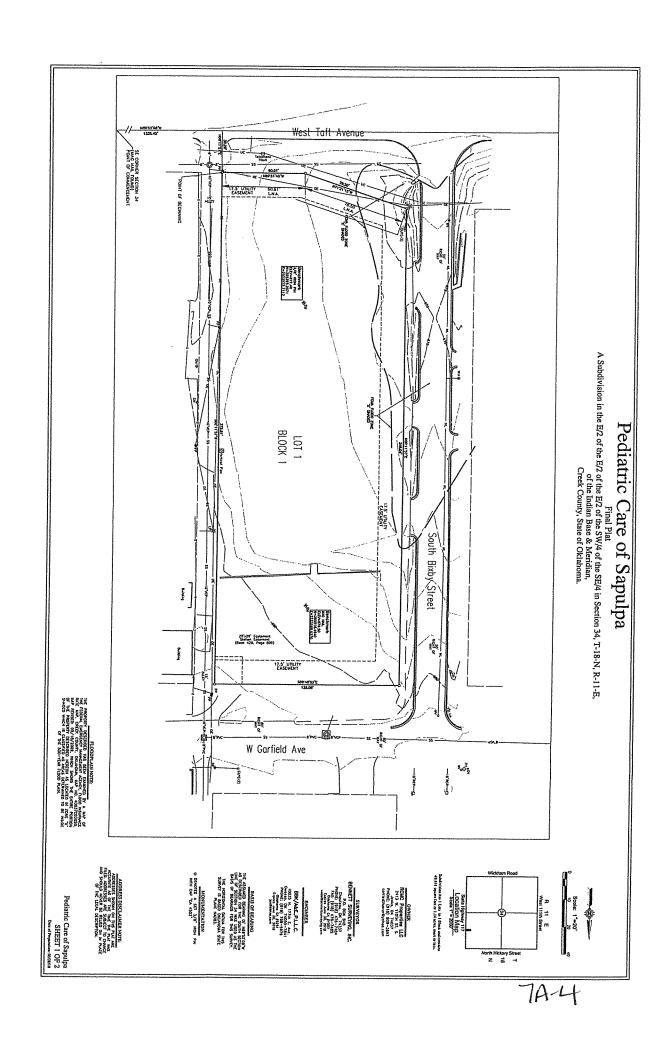
Property Description Property located in E2, E2, E2, SW4, SE4 of

Section 34, T-18-N, R-11-E, of the Indian Base & Meridian, Sapulpa, Creek County, Oklahoma. less

200

Feet





IN COMMUNICATION CONTROL STATEMENT STATEMENT CONTROL CHART IN CONTROL CHAR 3. THE CITY OF SAPALPA, OKUHOUM, OR ITS SUCCESSORS, SHALL BE RESPONSIBLE TON ROBOTOMERS AND RATE WARS, BUT THE OFFICE SHALL BAY FEED WARE OR RELOCATION OF SUCH FACULIES CUSTO OR HETESTINIES BY ACTS OF THE OWNER, THE OWNERS ADDITE OR CONTRACTORS. I. THE DWART OF THE LOT SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE PUBLIC WATER AND SEWER WAYS LOCATED ON THE GWARTS LOT. 4. Ind. Goods of the (of) shall the decisional to the smalled of the understood State, fraudis Understood to the Office of the Control of the Control of the Office 5. THE FORECOME CONTINUES SET FORTH IN THIS PARACHURI D SHILL EMPORECURE OF LACH SUPPLIES OF THE EXECUTED, TELEPHONE, CHAIL FELLINSON UNS SERVICE AND THE CHINCH OF THE LOT ACHIES TO BE BOUND HEREBY. I. DORROD PRILE MY EL LOCATO LANCE HE L'EMPLE OF HE SUMMESH LE MELTERNE E LOCATO DE UNITE DELL'EST MY HE PAROCE DI HE SUMPL MECTREMON EMPLE. DIVIN LOCAT PRICE DE SUMMESH ME SENCO DE MECTREMON EMPLE. DANS DEMANDATION MAPS HE MECHANICATION SCHOOL AND CHARLES MAN MAPS HE MECHANICATION DE MECTREMON A 1 HE CASURIT-MYS RESEMBE DES CHARLES HE MECHANICATION SCHOOL SOME MY HE CASURIT-MYS RESEMBE DES CHARLES HE MECHANICATION FERRING CASE OF SAMAN.

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4. THE CITY OF SENERA, GOLANDIA, ON ITS SECTESCORE, SHALL IT ALL THES HART HOST OF ACCESS TO ALL LACKAGING HAS AS EXCREDED HE ACCOUNTMENT AND, OR DICKRISE, HONORDO FOR. H. 1945 DEED OF EXTRACTION OF BITTLE PRINCIPLE FOR HISTORIUM, WHITEMAN, ROLDONIC OR REPULLING ANY PORTION OF UNDERGROUND WAITE OR SENER FACULTIES.

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Pediatric Care of Sapulpa SHEET 2 OF 2 Date of Propulsion 2022/18 DEED OF DEDICATION
PEDIATRIC CARE OF SAPULPA
SUBDIVISION OF LAND IN THE CITY OF SAPULPA,
CREEK COUNTY, STATE OF OKLAHOMA

7A-5



#### **MEMORANDUM**

By: Joe P. Kelley, P.E.

**DATE:** April 19, 2018

PROJECT: Sapulpa Pediatrics Clinic
TOPIC: Request for Sidewalk Waiver

#### MESSAGE:

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

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

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

For these reasons, we respectfully request a sidewalk waiver.

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

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

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

www.bbkae.com
a Native American PLLC



#### **AGENDA ITEM**

Community Development 9.B.

City Council Regular

Meeting Date: June 4, 2018

Submitted By: Nikki White, Urban Development Director

**Department:** Planning & Development

Presented By: Nikki White

#### **SUBJECT:**

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

#### **BACKGROUND:**

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

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

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

#### **RECOMMENDATION:**

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

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

	Attachments	
SMAPC case reort		
maps and site plan		
petition and letter		



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

**FILE:** SUP-022 | Specific Use Permit

**OWNERS:** Linda Swain

**ADDRESS:** 4727 Edgewood Drive

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

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

**LEGAL:** A tract of land located in the Northwest Quarter (NW/4) of Section 33,

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

beginning

**LOT SIZE:** 21 acres more or less

**ZONING:** AG Agriculture

**EXISTING USE:** Residential

**APPLICANT:** Greg Goodman

**CC WARD:** Ward #5 Ms. Carla Stinnett and Mr. Bruce Bledsoe

**PREPARED BY:** Nikki White – Urban Development Director

# **REQUEST:**

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

# APPLICABLE STATE AND MUNICIPLE CODE SECTIONS:

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

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

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

# SURROUNDING LAND USE AND ZONING:

North: AG Agriculture

East: RS-3 Residential Single Family

South: AG Agriculture

West: AG Agriculture

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

<u>Comprehensive Plan</u>: The subject property is designated Residential on

the Future Land Use Map (FLUM).

# Flood Zone:

The subject property is not within a flood zone.

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

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

# **STAFF RECOMMENDATION:**

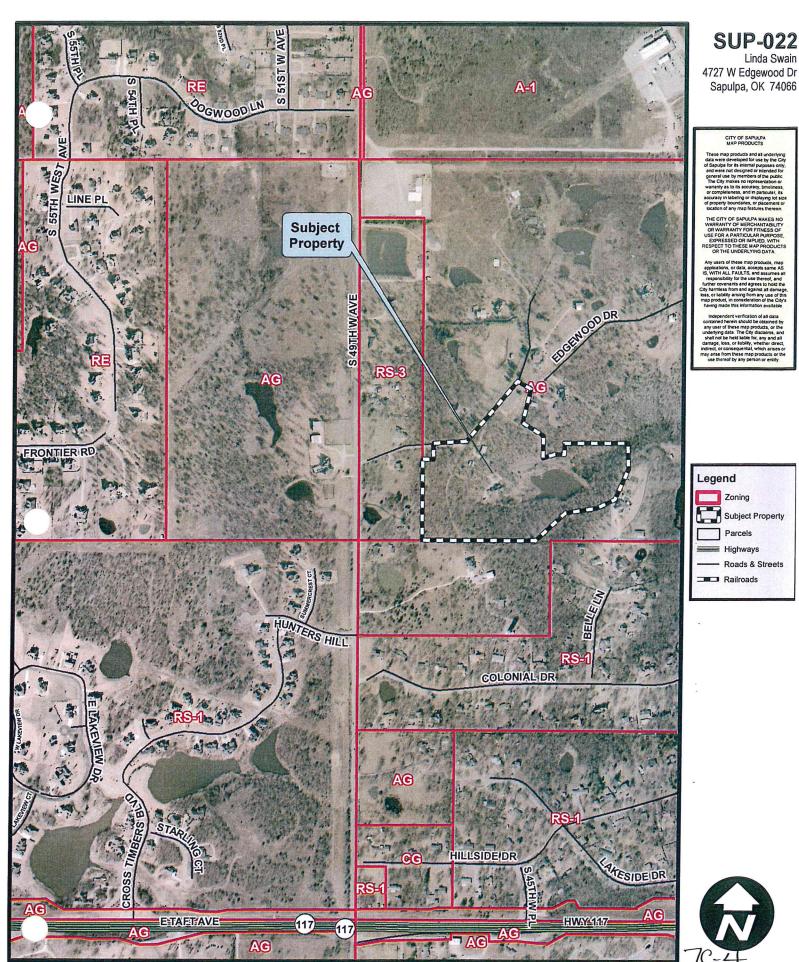
# **Recommended motion for SMAPC:**

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

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

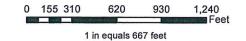
# **ATTACHMENTS:**

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



# **Property Description**

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

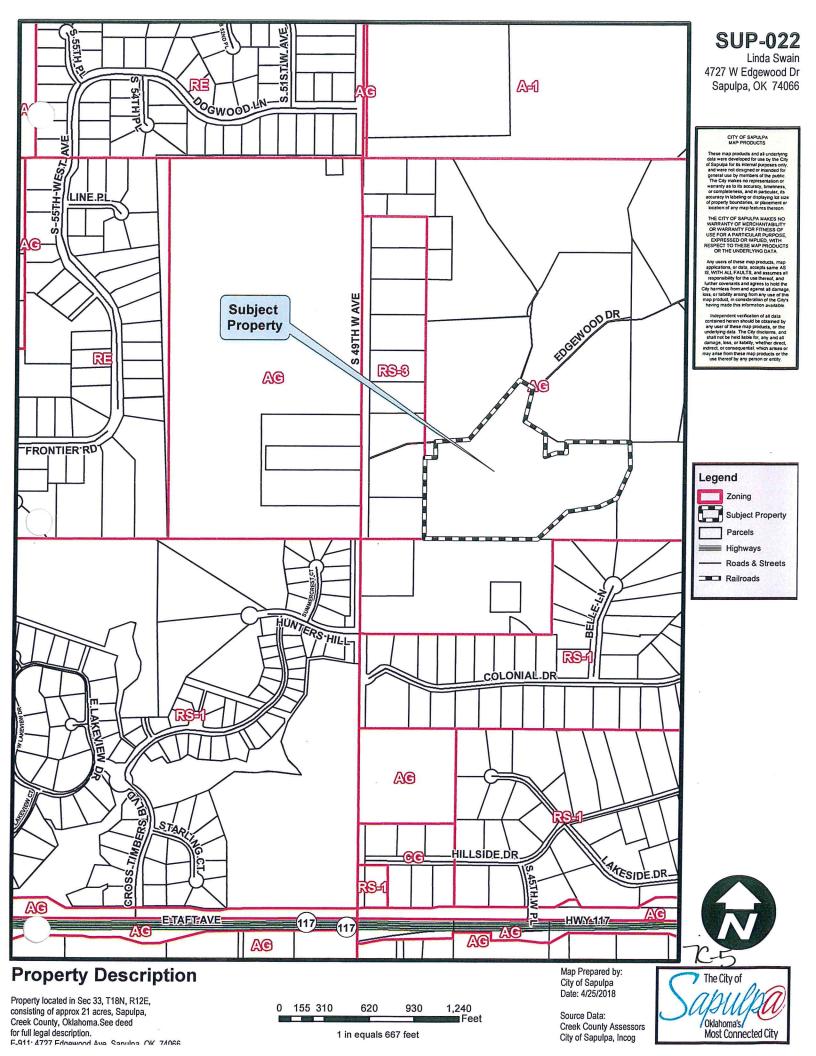


Map Prepared by: City of Sapulpa Date: 4/25/2018

Source Data: Creek County Assessors City of Sapulpa, Incog



Linda Swain



04/25/2018 10:30:34 Date Time Belleth Ava K's Carriage Services \$Z Data provided by JaNell Enlow County Assessor S/49th W/Ave Si4<mark>9thW/</mark>A S49thWA<mark>v</mark>e S49th WAve 70-6

SURROUND S

CREEK Map Image

# **Edgewood Homeowners**

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

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

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

Thean meade

arolyn Meade

Cents

RyRALL Police De P. Blode TA To whom it may concern;

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

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

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

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

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

Sincerely,

Joe and Helen Clements

4507 Edgewood Drive,

Sapulpa Oklahoma 74066



Administration 10.A.

**City Council Regular** 

**Meeting Date:** June 4, 2018

**Submitted For:** Martha Stalker, Library Director **Submitted By:** Amy Hoehner, Legal Assistant

**Department:** Library

**Presented By:** Martha Stalker

# **SUBJECT:**

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

# **BACKGROUND:**

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

# **RECOMMENDATION:**

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

# **Attachments**

CE OLA 2018 Conference Grant

# **CONTRACT**

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

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

NOW THEREFORE, the parties agree as follows:

# 1. Project Actions:

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

# 2. Project Funds:

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

Contract No. F-18-173
CE OLA 2018 Conference Grant
Project # 172102
Page 2 of 2

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

# 3. Project Timetable:

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

# 4. Drug Free Workplace:

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

# 5. Authority:

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

Barlett-Carnegie Public Library	Oklahoma Department of Libraries		
Martha Stalker, Director 4-19-18	Susan McVey, Director		
Date			
FOR USE BY THE OKLAHOMA DEPARTMENT OF LII	BRARIES		
Fund <b>400/17</b> OBSUB <b>2551401</b> is encumbered for	this contract		
Lead Officer aware of this obligation	Date		
LSTA Officer	Date 4-17-18		
Business Manager	Date 4-17-18		

# LSTA TERMS AND CONDITIONS AGREEMENT

# Oklahoma Department of Libraries—CE OLA Conference Grant

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

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

# **Nondiscrimination Statutes**

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

# Drug-free Workplace

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

# **Debarment and Suspension**

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

# Conflict of Interest

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

# **Grant Funds Expenditures**

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

# **Indirect Costs**

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

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

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

# **Grant Amount Payment**

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

# **Accounting and Record Keeping**

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

# Federal or State Monitoring

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

# Oklahoma Department of Libraries Monitoring

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

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

# **Acknowledgements**

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

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

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

# **Advertisements**

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

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

or

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

# **Record Retention**

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

# **Future Eligibility**

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

# **Grant Close-out**

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

# Suspension or Termination

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

Sub-Recipient	Oklahoma Department of Libraries
Wath Stolker	
Sub-Recipient	Director
4-19-18	
Date	Date
City Authority  City Authority  City Authority  Loan Riley City Manage  Print Name and Title  4-24-18	
Date	



Administration 10.B.

City Council Regular

**Meeting Date:** June 4, 2018

Submitted For: Rick Rumsey, Assistant City Manager

Submitted By: Amy Hoehner, Legal Assistant

**Department:** Public Works **Presented By:** Rick Rumsey

# **SUBJECT:**

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

# **BACKGROUND:**

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

# **RECOMMENDATION:**

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

**Fiscal Impact** 

**Amount:** \$21,700.00

To be paid from: CIP

Account number: 45-546-405B

**Attachments** 

Agreement - Tetra Tech



# Tetra Tech, Inc. Professional Services Agreement for Engineering Services

This Agreement is made and becomes effective this 7th day of June, 2018, between **Sapulpa Municipal Authority** (Client) and **Tetra Tech**, **Inc.** (Consultant), a Delaware corporation.

Client hereby retains Consultant to perform engineering services in connection with a Project described as **Hobson Street Realignment Study** and as further described in Attachment A. Consultant agrees to perform the services in consideration of the compensation described in Attachment A and in accordance with the terms described in the attached Standard Terms and Conditions.

This Agreement consists of this document together with Attachment A - Project Requirements and the attached Standard Terms and Conditions. This Agreement between the Client and Consultant supersedes all prior written and oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument. Signature by facsimile or e-mail shall be deemed original.

In executing this Agreement, the undersigned also acknowledge their authority to bind the parties to all terms and conditions.

In witness whereof, the parties hereto have made and executed this Agreement as of the day and year first written.

Sapulpa Municipal Authority P.O. Box 1130 Sapulpa, Oklahoma 74067	Tetra Tech, Inc. 7645 East 63rd Street, Suite 301 Tulsa, Oklahoma 74133 918.249.3909		
By	By		
Printed Name	Felix R. Belanger, P.E. Vice President		
Title			

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# Professional Services Agreement Attachment A – Project Requirements

Client: Sapulpa Municipal Authority

# **Project Description**

Hobson Street Realignment Study

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

# Scope of Services

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

# **Special Assumptions**

# **Project Schedule**

# Task

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

#### **Method of Compensation**

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

# **Supplemental Terms and Conditions**

# Tetra Tech, Inc.

# **Engineering Services Standard Terms & Conditions**



Services Consultant will perform services for the Project as set forth in Attachment A and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- Salary Cost is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- Cost Plus is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- Lump Sum is defined as a fixed price amount for the scope of services described.
- Standard Rates is defined as individual time multiplied by standard billing rates for that individual
- Subcontracted Services are defined as Project-related services provided by other parties to Consultant.
- Reimbursable Expenses are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

**Additional Services** The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

**Site Access** The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

**Underground Facilities** Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal asbuilt drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

**Regulated Wastes** Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

**Contractor Selection** Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

**Standard of Care** Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule in Attachment A. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

**Insurance and Liability** Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation - as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

<u>Automobile Liability</u> \_\$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

**Indemnification** Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

**Dispute Resolution** The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**Termination** The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

**Authorized Representative** The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

**Project Requirements** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**Independent Consultant** Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**Permits and Approvals** Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

**Environmental Matters** The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

**Cost Opinions** Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

**Safety** Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

**Information from Other Parties** The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

**Force Majeure** Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

**Waiver of Rights** The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

**Severability** Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**Survival** All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

**Assignments** Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

**Governing Law** The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

**Collection Costs** In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

**Equal Employment Opportunity** Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

**Third Party Beneficiaries** Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

**Lien Rights** Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

**Captions** The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.



Administration 10.C.

City Council Regular

Meeting Date: June 4, 2018

Submitted By: Pam Vann, Finance Director

**Department:** Finance **Presented By:** Pam Vann

# **SUBJECT:**

Discussion and possible action regarding a Resolution of the City of Sapulpa, Oklahoma, amending the FY 2017-2018 annual budget by increasing revenues and appropriations in the Library Fund in the amount of \$3,652.00 for the purpose of recognizing grant funds awarded and appropriate such fund for the purpose of training & travel expenses.

# **BACKGROUND:**

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

# **RECOMMENDATION:**

Staff recommends approval of the resolution.

# **Attachments**

<u>Library Budget Resolution 060418</u> Library Budget Adjustment 060418

RESOLUTION NO		
A RESOLUTION OF THE CITY OF SAPULPA, OKLAH THE FY 2017-2018 ANNUAL BUDGET BY INCREASINA APPROPRIATIONS IN THE LIBRARY FUND IN THE A\$3,652.00 FOR THE PURPOSE OF RECOGNIZING GRAAWARDED AND APPROPRIATING SUCH FUNDS FOR TRAINING & TRAVEL EXPENSES.	NG REVENUES AND AMOUNT OF ANT FUNDS	
<b>WHEREAS,</b> the Library Fund of the City of Sapulpa, Oklahoma, has received a grant award in the amount of \$3,652.00, and		
<b>WHEREAS,</b> this is a Continuing Education Grant for employed Conference,	es to attend a	
<b>NOW, THEREFORE BE IT RESOLVED,</b> by the City Counc Sapulpa, Oklahoma, that the following budget amendment be made:	il of the City of	
LIBRARY FUND		
(Increase) 34-4091 Grant – OK Dept of Libraries Total Revenues Increase:	\$3,652.00 \$3,652.00	
(Increase) 34-534-301A Training & Travel – Grant Total Appropriation Increase:	\$3,652.00 \$3,652.00	
PASSED BY THE CITY COUNCIL FOR THE CITY OF SAP	PULPA,	

PAS OKLAHOMA and signed by the Mayor this 4th day of June 2018.

ATTEST:	Reg Green, Mayor
Shirley Burzio, City Clerk	
David Widdoes, City Attorney	

# **BUDGET TRANSFER REQUEST**

					_
DEPARTMENT	Department He	Department Head Signature		Date Requested	
LIBRARY					
	TO RECOGNIZE GRANT				
	AND APPROPRIATE THE	FUNDS FOR EI	MPLOYEES TO	ATTEND	
	CONFERENCE				
		ar no		RESOLUTION #	
		Amount	Amount of	Amount of	Adjusted
Account #	Account Name	Budgeted	Increase	Decrease	Budget
34-4091	GRANT-OK DEPT OF LIBRARIES	\$0	\$3,652		\$3,652
34-534-301A	TRAINING & TRAVEL - GRANT	\$0	\$3,652		\$3,652
				\$-	
		n "		E	
			0		
Date Approved	Finance Director	Date Rejected	Reason		
			rougon		
Date Approved	City Manager	Date Rejected	Reason		
		<u> </u>	reason		
FY 17-18				Transfer #:	17-



Administration 10.D.

**City Council Regular** 

**Meeting Date:** June 4, 2018

**Submitted For:** David Widdoes, City Attorney **Submitted By:** Amy Hoehner, Legal Assistant

**Department:** Legal

**Presented By:** Joan Riley, David Widdoes

# **SUBJECT:**

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

# **BACKGROUND:**

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

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

# **RECOMMENDATION:**

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



Administration 10.E.

City Council Regular

Meeting Date: June 4, 2018

Submitted By: Pam Vann, Finance Director

**Department:** Finance **Presented By:** Pam Vann

# **SUBJECT:**

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

# **BACKGROUND:**

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

# **RECOMMENDATION:**

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

# **Attachments**

FY 2018-2019 Budget Resolution

RESOLUTION NO.	
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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAPULPA, OKLAHOMA, ADOPTING AND APPENDING A BUDGET FOR THE CITY OF SAPULPA, OKLAHOMA, RATIFYING AND THEREBY ADOPTING THE SAPULPA MUNICIPAL AUTHORITY BUDGET, THE SAPULPA DEVELOPMENT AUTHORITY BUDGET, AND ADOPTING ALL OTHER FUNDS AS REQUIRED BY STATUTE OR ORDINANCE FOR THE YEAR BEGINNING JULY 1, 2018, AND ENDING JUNE 30, 2019.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DULY PASSED AND APPROVED BY		
SAPULPA, OKLAHOMA, BY A VOTE OFDAY OF		ON THIS
	APPROVED:	
ATTEST:	Reg Green, Mayor	
Shirley Burzio, City Clerk		
APPROVED AS TO FORM:		
David Widdoes, City Attorney		