

SAPULPA CITY COUNCIL MEETING

CITY HALL - 425 EAST DEWEY AVENUE

COUNCIL CHAMBERS, 2ND FLOOR

7:00 P.M., MONDAY, JANUARY 6, 2020

Notice is hereby given that the Mayor and City Council of the City of Sapulpa, Oklahoma, will meet in regular session at 7:00 p.m. on the 6th day of January, 2020, in the Council Chambers, Sapulpa City Hall, 425 East Dewey Avenue, Sapulpa, Oklahoma, with the agenda for said meeting as follows:

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

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

- AGENDA -

1. **CALL TO ORDER.**
2. **INVOCATION.**
3. **PLEDGE OF ALLEGIANCE.**
4. **ROLL CALL.**
5. **MINUTES.**
 - A. Consider approving the minutes of the December 16, 2019, regular city council meeting.
6. **APPOINTMENTS, AWARDS, PRESENTATIONS, AND PROCLAMATIONS.**
7. **CONSENT ITEMS:** All matters under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any City Council member may, however, remove an item from consent by request.
 - A. Consider approving claims in the amount of \$600,343.52
 - B. Consider approving Pre-Paid claims in the amount of \$251,507.14

8. PUBLIC HEARINGS.

9. COMMUNITY DEVELOPMENT.

- A.** Discussion and possible action regarding an Ordinance amending the Zoning Ordinance of the City of Sapulpa; changing the Zone and District of property located at the Southwest corner of Hickory Hill Road and Stanfield Road, City of Sapulpa, Creek County, State of Oklahoma, from AG (Agriculture) to RE/PUD (Residential Estate/Planned Unit Development) per SAZ-964/PUD-2019-001; and directing the Clerk to show each change upon the Official Zoning Map; Repealing all Ordinances or parts of Ordinances in conflict herewith and declaring an emergency.
- B.** Discussion and possible action regarding the application by Justin Moore for a Specific Use Permit, SUP-051(A) and (B), to allow a Medical Marijuana Dispensary and a Marijuana Grow Facility located at 5380 West Skelly Drive.

10. ADMINISTRATION.

- A.** Discuss and consider a Resolution of the City of Sapulpa, Oklahoma and the Sapulpa Municipal Authority, Sapulpa, Oklahoma amending the FY 2019-2020 annual budget by increasing appropriations by a total of \$627,190.00 to provide additional funding for the North Hickory Street and Canyon Road Projects.
- B.** Discuss and consider a Resolution of the City of Sapulpa, Oklahoma and the Sapulpa Municipal Authority amending the FY 2019-2020 annual budget by increasing revenue and appropriations in the Water and Sewer Improvements Sales Tax Fund in the amount of \$8,610.00 to recognize reimbursements for damage to manholes and fence.
- C.** Discuss and consider a Resolution of the City of Sapulpa, Oklahoma, amending the FY 2019/2020 General Obligation Bond Construction Fund budget by increasing appropriations in the amount of \$45,000.00 to allocate interest earned to provide funding for additional costs associated with the Youth Sports Complex.
- D.** Discuss and consider award of bid to Cherokee Pride Construction, Inc., in the amount of \$771,697.00, for paving improvements to Hickory Street from Line Avenue to West Muskogee, and authorize mayor to execute all contract documents related thereto.
- E.** Discuss and consider award of bid to Cherokee Pride Construction, Inc., in the amount of \$1,739,809.50, for paving improvements to Canyon Road from Freedom Road to 57th West Avenue, and authorize mayor to execute all contract documents related thereto.

- F. Discussion and possible action regarding a Resolution Creating the Sapulpa 2020 General Obligation Bond Oversight and Advisory Board; Defining the Scope and Responsibilities Thereof; Providing for the Committee Size and Term of Office; and Assigning City Staff to Act as Resource Personnel.
 - G. Discussion and possible action regarding Contract for the Purchase and Sale of Real Estate with Land Family Trust for 2.6 acres m/l located at the Southwest corner of 81st street and Frankhoma Road in the amount of \$26,000.00.
 - H. Discussion and possible action regarding an Easement Acquisition Agreement with Denice R. Land for a perpetual easement in the amount of \$29,000.00, for the purpose of constructing and maintaining a sanitary sewer line near the intersection of 81st Street and Frankoma Road.
11. **NEW BUSINESS.** (Items that were not known about at the time of posting the agenda.)
12. **INFORMATIONAL ITEMS FROM MAYOR, CITY COUNCIL, CITY MANAGER, OR CITY ATTORNEY.**
- A. Status Report from Tetra Tech regarding various City and SMA projects.
13. **PUBLIC COMMENTS.** The purpose of the Public Comments Section of the Agenda is for members of the public to speak to the City Council on any subject not scheduled on the Regular Agenda. City Council shall make no decision or action, except to direct the City Manager to take action, or to schedule the matter for City Council discussion at a later date.
- Please come to the podium when the Mayor calls your name and keep your comments as brief as possible.*
14. **EXECUTIVE SESSION.**
15. **ADJOURNMENT.**

Posted this 3rd day of January, 2020 at or before 5:00 p.m., at the Sapulpa City Hall, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Name: *Mikaila Stepp*

Title: *Administrative Assistant*



AGENDA ITEM

City Council Regular

5. A.

Meeting Date: January 6, 2020

Submitted By: Shirley Burzio, City Clerk

Department: City Clerk

Presented By:

SUBJECT:

Consider approving the minutes of the December 16, 2019, regular city council meeting.

BACKGROUND:

RECOMMENDATION:

Attachments

[minutes.12-16-2019 city](#)

CITY OF SAPULPA, OKLAHOMA
COUNCIL PROCEEDINGS
Meeting of December 16, 2019

The City Council of Sapulpa, Oklahoma, met in regular session Monday, December 16, 2019, at 7:00 o'clock P.M. in the City Hall Council Chambers, 425 East Dewey Avenue, Sapulpa, Oklahoma.

Present: Reg Green, Mayor
Louis Martin, Jr., Vice-Mayor
John Anderson, Councilor
Bruce Bledsoe, Councilor
Marty Cummins, Councilor
Carla Gunn, Councilor
Craig Henderson, Councilor
Hugo Naifeh, Councilor
John Suggs, Councilor

Absent: Wes Galloway, Councilor

Staff City Manager Joan Riley; City Treasurer / Finance

Present: Director Pam Vann; City Attorney David Widdoes; City Clerk Shirley Burzio; Public Works Director Steve Hardt; Fire Chief David Taylor

1. INVOCATION.

The invocation was given by Vice-Mayor Louis Martin.

2. PLEDGE OF ALLEGIANCE.

Mayor Reg Green led the Pledge of Allegiance.

3. MINUTES, APPOINTMENTS AND CONSENT ITEMS.

A. Consider approving the minutes of the November 18, 2019, regular city council meeting.

B. Consider confirming the following Mayoral appointments to the Sapulpa Board of Adjustment:

Tom Hughes to reappoint for a four-year term, with said term expiring January 2024.

Deborah Frost to reappoint for a four-year term with said term expiring January 2024.

Rick Engleman to reappoint for a two-year term with said term expiring January 2024.

- C. Consider approving claims in the amount of \$365,537.87
- D. Consider approving pre-paid claims in the amount of \$28,976.26
- E. Consider approving claims in the amount of \$594,761.14
- F. Consider approving pre-paid claims in the amount of \$1,460.00
- G. Discussion and possible action regarding calendar year 2020 schedule of meetings for the city council regular meetings and the city council study session meetings.
- H. Discussion and possible action regarding calendar year 2020 schedule of regular meetings for the Administration & Finance Committee, Public Works & Transportation Committee and Community & Economic Development Committee.

Motion made by Louis Martin, Jr., seconded by Marty Cummins to approve Items A, B, C, D, E and F.

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

9 - 0 MOTION CARRIED

4. ADMINISTRATION.

- A.** Discuss and consider a Resolution of the City of Sapulpa, Oklahoma, amending the FY 2019-2020 Grants and Aid Fund annual budget by increasing revenues in the amount of \$141,426.00 and appropriations in the amount of \$153,883.00 to recognize grant revenue from the Federal Emergency Management Agency (FEMA) to be used for training. (Resolution No. 4599)

Motion made by Louis Martin, Jr., seconded by Craig Henderson to approve the adoption of said resolution.

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

9 - 0 MOTION CARRIED

- B.** Discussion and possible action regarding a Resolution of the City of Sapulpa, Oklahoma, concerning bridge inspection responsibility by local government for compliance with National Bridge Inspection Standards, Bridge Inspection Contracts for the period April 1, 2020, to March 31, 2022. (Resolution No. 4598)

Motion made by Hugo Naifeh, seconded by Craig Henderson to approve the adoption of said resolution.

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

9 - 0 MOTION CARRIED

- C.** Discussion and possible action regarding a Resolution directing filing and notification of the publication of the Sapulpa City Code. (Resolution No. 4600)

Motion made by Marty Cummins, seconded by John Anderson to approve the adoption of said resolution.

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

9 - 0 MOTION CARRIED

- D. Discussion and possible action regarding Addendum 2 to Lease Agreement with Glass Design, Inc., for the property located at 8810 West 100th Street South, Sapulpa, Oklahoma.

Motion made by John Anderson, seconded by Hugo Naifeh to approve Addendum #2 to the lease agreement with Glass Design, Inc.

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

9 - 0 MOTION CARRIED

- E. Discussion and possible action regarding an agreement and Work Order No. 1 with McClelland Consulting Engineers, Inc., for on-call engineering services.

Motion made by Louis Martin, Jr., seconded by John Anderson to approve an agreement and Work Order No. 1 with McClelland Consulting Engineers, Inc.

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

9 - 0 MOTION CARRIED

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

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

6. **PUBLIC COMMENTS.**

Mr. Brian Bigbie, Economic Development Director with INCOG, introduced himself to the city council and offered his services.

7. **EXECUTIVE SESSION.**

- A. Consider entering into Executive Session for the purpose of:

- 1. Discuss the purchase or appraisal of real property located in NW/4 of Section 13, T-18-N, R-11-E. [25 O.S. Section 307 B (3)]

Motion made by John Anderson, seconded by Louis Martin, Jr. to approve an executive session.

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

9 - 0 MOTION CARRIED

- B. Consider action in open session regarding matters discussed in Executive Session.

Motion made by Craig Henderson, seconded by Hugo Naifeh to authorize the city attorney to enter into an agreement for the purchase of property located at the NE/4 of Section 13, Township 18 North, Range 11 East, Creek County.

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

9 - 0 MOTION CARRIED

8. **ADJOURNMENT.**

Motion made by Louis Martin, Jr., seconded by Hugo Naifeh to adjourn the meeting.

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

9 - 0 MOTION CARRIED

Mayor

Attest:

City Clerk



Consent Agenda 7. A.

City Council Regular

Meeting Date: January 6, 2020

Submitted For: Hailey Sharp, Accounts Payable Clerk

Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving claims in the amount of \$600,343.52

Attachments

Claims List 1/6/20

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
127489	99-10031	THE SPYGLASS GROUP, LLC	COST REDUCTION SRV FEE	12/2019	18427-1	26,368.44
129051	99-10159	LAWRENCE COUNTY NEWSPAPERS,PUBLISH	RESOLUTION	12/2019	23421	89.05
122322	99-10160	MERRIFIELD OFFICE SOLUTIONS	GREEN APPROVED STICKERS	12/2019	182661-001	250.00
128551	99-10160	MERRIFIELD OFFICE SOLUTIONS	PAPER/BINDERS/PENS/ETC	12/2019	185342-001	45.96
128557	99-10160	MERRIFIELD OFFICE SOLUTIONS	OFFICE SUPPLIES	12/2019	184611-001	120.72
128589	99-10160	MERRIFIELD OFFICE SOLUTIONS	ENVELOPES W/ADD & LOGO	12/2019	184218-001	96.00
128590	99-10160	MERRIFIELD OFFICE SOLUTIONS	TRIPOD/PROJECTOR SCREEN	12/2019	184766-001	249.99
128897	99-10160	MERRIFIELD OFFICE SOLUTIONS	BATTERIES/T BAGS/TP	12/2019	0184541-001	204.56
129176	99-10160	MERRIFIELD OFFICE SOLUTIONS	TISSUE/TOWELS/GLASS CL	12/2019	184601-001	97.46
127869	99-10235	HULETT, MARK	MEAL REIMB/MARK HULETT	12/2019	11/27/19 127869	14.00
128510	99-10235	HULETT, MARK	MEAL REIMB/MARK HULETT	12/2019	12/16/19 128510	16.00
127635	99-10488	ADMIRAL EXPRESS LLC	NOTEBOOKS/BATTERIES	12/2019	2075291-1	233.83
128830	99-10488	ADMIRAL EXPRESS LLC	COPY PAPER/ENVELOPES	12/2019	2076390-0	265.07
128855	99-10488	ADMIRAL EXPRESS LLC	WIRELESS KEYBRD/MOUSE	12/2019	2075294-0	123.96
128574	99-10525	HIPOWER SYSTEMS OKLAHOMA	LOAD BANK TESTING/4 STA	12/2019	2019-046	1,147.68
122318	99-10547	BEASLEY TECHNOLOGY INC	REPLACEMENT COMPUTER	12/2019	COR-111038	1,527.00
127454	99-10547	BEASLEY TECHNOLOGY INC	IT SERVICES/ANTI VIRUS	1/2020	COR-113543	2,592.50
128090	99-10547	BEASLEY TECHNOLOGY INC	MONTHLY SEC/MONIT/STREET	1/2020	COR-113544	92.50
128563	99-10547	BEASLEY TECHNOLOGY INC	MICROSOFT OFFICE 365	12/2019	COR-112785	715.00
128802	99-10708	STEPHENS, MARK	TRAVEL REIM/STEPHENS	12/2019	12/3/19 128802	127.32
127279	99-10774	TIMOTHY CHRISTOPHER PENDLEY	YEARLY PEST CONTROL	1/2020	368060	400.00
128901	99-10820	RAMONA ENTERPRISES INC	MEAL FOR STUDY SESSION	12/2019	10407298	175.37
128902	99-10831	JOHNSON, CHASE	TUITION REIM/JOHNSON	12/2019	356155	337.65
128297	99-10906	VITAL RECORDS HOLDINGS, LLC	8 MONTHS OF SHREDDING	12/2019	1364061	34.75
128803	99-1794	INTERNATIONAL CODE COUNCIL	MEMBERSHIP RENEWAL	12/2019	3249271	135.00
128262	99-191	FARMERS FEED, INC.	SYRINGES	12/2019	262250	80.00
128804	99-1992	JOHN DEERE FINANCIAL ACCT#5	boots	12/2019	I21114/2	149.99
128887	99-1992	JOHN DEERE FINANCIAL ACCT#5	HAZ-MAT CONTAINERS	12/2019	I17375/2	61.96
128997	99-265	RABY PLUMBING, INC.	SEWER OVERFLOWING/#4	12/2019	30893	187.50
123349	99-274	CITY MANAGEMENT ASSOC OF OK	2020 WINTER CONFERENCE	12/2019	1/29-1/31/19	320.00
127237	99-3286	MOTOROLA SOLUTIONS, INC	MAINT AGREE RADIOS	12/2019	8230231673	14,556.92
129184	99-3327	A & W TOWING INC.	TOWING	12/2019	44136	83.00
128986	99-3537	AAA RENTAL & SALES CORP	LIFT/TRAILER RENTAL	12/2019	27769	155.00
128670	99-3707	O'REILLY AUTOMOTIVE INC	BRAKE PADS/UNIT 4636	12/2019	153-206366	103.23
129175	99-3707	O'REILLY AUTOMOTIVE INC	MOTOR OIL/UNIT 6690	12/2019	153-207350	79.98
129181	99-3707	O'REILLY AUTOMOTIVE INC	RADIATOR/ROTORS, PADS	12/2019	153-207743	318.46
129183	99-3707	O'REILLY AUTOMOTIVE INC	STARTER	12/2019	153-208376	119.53
126191	99-3797	OCCUPATIONAL HEALTH CENTER	DRUG SCREENS	12/2019	256478616	126.50
127450	99-3822	TYLER TECHNOLOGIES, INC	WEBSITE/ONLINE PMTS	12/2019	025-282119	125.00
127452	99-3822	TYLER TECHNOLOGIES, INC	ANNUAL SOFTWARE SUPP	12/2019	025-281621	8,234.09
128801	99-3822	TYLER TECHNOLOGIES, INC	INCODE SUITE MAINTENANC	12/2019	025-278450	2,437.81
126958	99-39	WAL-MART	EQUIPMENT MAINTENANCE	12/2019	8221A 11/26/19	20.24
127414	99-39	WAL-MART	PAINT/GAS CANS/VACUUM	12/2019	3998 11/27/19	78.00
128337	99-39	WAL-MART	PRINTER INK, CABLES	12/2019	3998A 11/27/19	11.26
128348	99-39	WAL-MART	CASCADE/DETERGENT	12/2019	8221 11/26/19	119.62
128515	99-39	WAL-MART	TV WALL MNTS/DRY ERASE	12/2019	8566 11/19/19	84.88
128827	99-39	WAL-MART	TV WALL MOUNT	12/2019	0154 11/21/19	47.96
128886	99-39	WAL-MART	3 COMPUTER MONITORS	12/2019	0689 12/3/19	287.94
128981	99-39	WAL-MART	JANITORIAL SUPPLIES	12/2019	4257 12/4/19	15.56
127457	99-4047	SHOW, INC.	TRASH PICK-UP	12/2019	21068	40.00

FUND: 10 - GENERAL FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
127845	99-4047	SHOW, INC.	CLEAN UP AROUND BLDG	12/2019	21069	20.00
128889	99-4255	OKLAHOMA ASSOCIATION OF CHIMEMBERSHIP RENEWAL		12/2019	OACP-13550	180.00
128856	99-4319	AT&T	MTHLY BILL/DECEMBER	12/2019	4006 12/5/19	2,326.54
126967	99-464	EMPLOYEE DATA FORMS INC	EMPLOYEE CALENDAR	12/2019	SAPULP-0001	28.25
129087	99-4690	TOTAL RADIO, INC	SIDE "C" RADIO REPAIR	12/2019	102007239-1	370.00
128734	99-5388	OFFICE DEPOT 25022426	OFFICE SUPPLIES	12/2019	415537260001	111.50
129050	99-5438	JP COOKE CO	DOG/CAT/PIG TAGS	1/2020	603866	63.85
124448	99-6457	CRAWFORD & ASSOCIATES, PC	CONSULTING SRV FY 18/19	12/2019	13101	1,965.00
127011	99-6477	WEST PUBLISHING CORPORATION	INFO/DATABASE CHARGES	12/2019	841475226	733.97
128591	99-6660	IMPRIMATUR PRESS	CRIMINAL STATUTES BOOK	12/2019	14212	150.50
127599	99-6671	SAPULPA AREA CHAMBER OF COMSTATE OF CITY LUNCHEON		12/2019	11/13/19 127599	105.00
129006	99-7011	LOWE'S HOME CENTERS, INC.	COVING/WALL BASE/PASTE	12/2019	15359	68.80
126869	99-7216	US CELLULAR	MTHLY CELL PHONE	12/2019	0344467584	27.45
129084	99-7842	ZAMUDIO, STEPHEN	MEAL REIMB/ZAMUDIO	12/2019	12/16/19 129084	14.00
128993	99-7957	OKLAHOMA WHOLESALE OVERHEAD	OVERHEAD DOOR REPAIR	12/2019	68799	161.00
127530	99-8074	SPECIAL OPS UNIFORMS, INC	JACKET FOR UNIFORM	12/2019	790712	162.94
127854	99-8216	HILAND DAIRY FOODS CO.LLC	MILK FOR PRISONERS	12/2019	9063999	88.00
128570	99-8269	NAFECO, INC.	BUNKER PANT REPAIR	12/2019	1013789	43.00
128523	99-8381	NEWEGG.COM	EXTERNAL HARD DRIVE	12/2019	1202436607	67.94
127488	99-8762	AT&T	MTHLY INTERNET SERVICE	12/2019	1088 11/11/19	745.13
128805	99-8792	K & T TRUCKING AND SITE CLE	DEMO/508 W DEWEY AVE	12/2019	122319	24,000.00
126866	99-8817	DE LAGE LANDEN PUBLIC FINAN	MTHLY COPIER LEASE	12/2019	65992241	2,327.00
126936	99-8817	DE LAGE LANDEN PUBLIC FINAN	KYOCERA PRINTER LEASE	12/2019	66356448	150.00
127278	99-8861	NATHAN CHADWICK	ANNUAL LAWN CARE	1/2020	4345	602.50
128881	99-9173	ALL MAINTENANCE SUPPLY, INC	TWO CASES OF GLOVES	12/2019	87377-01	187.00
127236	99-9600	WESTERN FIRE PROTECTION, INC	ANNUAL SRVC/SPRINKLER	12/2019	W-6965/5199	350.00
127634	99-9683	GARVER, LLC	REV FEES/DOLLAR GENERAL	12/2019	18038010-10	808.00
126902	99-9859	VERIZON WIRELESS SERVICES	LMTHLY MOBILE BROADBAND	12/2019	9843886829	40.01
FUND TOTAL:						99,201.62

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

128042	99-10101	RP POWER, LLC	PREV MAINT/GENERATOR	12/2019	SVC29790	853.78
128943	99-10154	HAWKINS, INC	SODIUM PERMANGANATE	12/2019	4635410	4,122.62
128672	99-10252	CECIL COX ENTERPRISES	4 TIRES/2002 FORD F150	12/2019	3053376	568.60
128755	99-10488	ADMIRAL EXPRESS LLC	OFFICE SUPPLIES	12/2019	2074122-0	86.27
128756	99-10488	ADMIRAL EXPRESS LLC	JANITORIAL SUPPLIES	12/2019	2074121-0	102.91
127454	99-10547	BEASLEY TECHNOLOGY INC	IT SERVICES/ANTI VIRUS	1/2020	COR-113543	2,592.50
128047	99-10547	BEASLEY TECHNOLOGY INC	COMPUTER REPLACEMENT	12/2019	COR-112709	1,409.00
128090	99-10547	BEASLEY TECHNOLOGY INC	MTHLY SEC/MONIT/STREET	1/2020	COR-113544	92.50
127289	99-10558	TECHNICAL PROGRAMMING SER	VIYRLY PRNT/MAILING BILLS	12/2019	105127	3,950.92
127289	99-10558	TECHNICAL PROGRAMMING SER	VIYRLY PRNT/MAILING BILLS	1/2020	105230	1,854.54
127279	99-10774	TIMOTHY CHRISTOPHER PENDLE	YEARLY PEST CONTROL	1/2020	368060	400.00
128394	99-10897	PRINT SHOP LLC	SAFETY SHIRTS/LANE	12/2019	2068	122.84
128297	99-10906	VITAL RECORDS HOLDINGS, LLC	8 MONTHS OF SHREDDING	12/2019	1364061	34.75
127280	99-1112	WASTE MANAGEMENT OF OKLAH	OMYEARLY REFUSE COLL	12/2019	2242243/2243053	56,198.05
128940	99-1443	BRENNTAG SOUTHWEST, INC.	ACH	12/2019	BSW166641	11,902.44
128752	99-1992	JOHN DEERE FINANCIAL ACCT#	5PARTS/LIFT STATION REPAIR	12/2019	I20853/2	97.82
128048	99-3437	ADVANCE ELECTRICAL SERVICE	STRBLE SHOOT/LIFT STA.	12/2019	17835	814.75
127432	99-3593	CITY OF TULSA	METER CONNECT/USE FEE	12/2019	01042 12/6/19	1,723.46

FUND: 20 - SMA-AUTHORITY FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
126692	99-3633	PUBLIC SERVICE COMPANY OF OSRWCS	ELECTRIC SRVC	12/2019	21309 11/30/19	4,547.27
127450	99-3822	TYLER TECHNOLOGIES, INC	WEBSITE/ONLINE PMTS	12/2019	025-282119	301.00
127718A	99-3881	FHC, INC. DBA TETRA TECH	FHENG SRVCS/SRWCS	12/2019	5152667	6,720.33
127808	99-3908	VERDIGRIS VALLEY ELEC COOP	SWRCS JOINT ELECTRIC	12/2019	3200 12/2/19	12.24
127457	99-4047	SHOW, INC.	TRASH PICK-UP	12/2019	21068	40.00
127204	99-4112	ACCURATE ENVIRONMENTAL INC.	DEQ TESTING	12/2019	BL02015	225.00
128218	99-4112	ACCURATE ENVIRONMENTAL INC.	UCMR TESTING	12/2019	BJ08034	275.00
128935	99-4112	ACCURATE ENVIRONMENTAL INC.	OPED FOR DECEMBER 2019	12/2019	BL05053	365.00
128939	99-4112	ACCURATE ENVIRONMENTAL INC.	LABSUPPLIES	12/2019	SU31233	1,056.03
126874	99-4319	AT&T	PHONE LINE SKITOOK	12/2019	7063 12/15/19	77.35
128929	99-4844	STUART C. IRBY CO.	FUSES FOR WATCHORN	12/2019	S011659717.001	210.00
128934	99-4844	STUART C. IRBY CO.	PHASE MONITOR/WTCH PUMP	12/2019	S011680312.001	177.11
128392	99-5042	FRED PRYOR SEMINARS	EXCEL TRNING/HOEHNER	12/2019	1-8482885	128.00
127339	99-5493	AQUARIUS ENTERPRISES INCORP	WATER FOR LAB	12/2019	297209	13.00
128548	99-68	A & M ELECTRIC, INC	LIGHT FIXTURES/ADMIN	12/2019	7147	9,086.05
126869	99-7216	US CELLULAR	MTHLY CELL PHONE	12/2019	0344467584	155.15
127800	99-7821	CREEK COUNTY RURAL WATER	#2WATER BILL	12/2019	1586 11/21/19	85.50
128673	99-8539	CROW BURLNGAME COMPANY	FUEL/OIL/WATER FILTERS	12/2019	106-30002	94.80
128395	99-8626	CHARLEY E LOYD C & L	LOCKSMBATTERIES FOR DOOR	12/2019	10827	78.00
127278	99-8861	NATHAN CHADWICK	ANNUAL LAWN CARE	1/2020	4345	602.50
125424	99-9393	AIRLINK INTERNET SVCS	CAMERA NETWORK FEES	12/2019	101904	599.80
127807	99-9859	VERIZON WIRELESS SERVICES	LDEDICATED PHONE LINE	12/2019	9842790166	16.00
FUND TOTAL:						111,792.88

FUND: 29 - STORMWATER MANAGEMENT

SUMMARY REPORT

129180	99-10289	ROBERTS TRUCK CENTER OF OKL	FOOT VALVE	12/2019	411196693	297.44
126232	99-10737	SCREENVISION DIRECT INC	dbaEDUCATION COMMERCIAL	12/2019	LOC-000228408	140.00
127053	99-1992	JOHN DEERE FINANCIAL ACCT#5	OPERATING SUPPLIES	12/2019	I24427/2	81.03
129179	99-3327	A & W TOWING INC.	TOWING	12/2019	44012	235.00
128629	99-4382	A & N TRAILER PARTS INC	OIL CAP	12/2019	323308	37.60
126869	99-7216	US CELLULAR	MTHLY CELL PHONE	12/2019	0344467584	85.60
126231	99-9738	JACQUELYN BROOKE KONONCHUK	SW MANAGEMENT SERVICES	1/2020	DEC-19	4,614.00
FUND TOTAL:						5,490.67

FUND: 30 - STREET & ALLEY

SUMMARY REPORT

129178	99-10247	ATC HOLDCO	ATC FREIGHTLINBRAKE, BRACKETS & DRUM	12/2019	125293292	540.44
127175	99-3707	O'REILLY AUTOMOTIVE INC	OIL, FILTERS, HOSES	12/2019	153-207383	117.13
129177	99-3707	O'REILLY AUTOMOTIVE INC	HEADLIGHTS- OIL FILTER	12/2019	153-207449	5.27
126869	99-7216	US CELLULAR	MTHLY CELL PHONE	12/2019	0344467584	27.45
127511	99-8484	SHERWIN WILLIAMS COMPANY,	I4 GALLONS WHITE PAINT	12/2019	1773-4	116.76
128669	99-8539	CROW BURLNGAME COMPANY	HEADLIGHT & OIL FILTER	12/2019	106-29695	15.19
128658	99-9572	YELLOWHOUSE MACHINERY CO	OPGLASS DOOR W/SEAL	12/2019	482057	616.86
FUND TOTAL:						1,439.10

FUND: 31 - CEMETERY MAINTENANCE

SUMMARY REPORT

128322	99-10065	KUBOTA OF NORTHWEST ARKANSAH	YDRAULIC HOSE/EXCAVAT	12/2019	P26473	176.20
128324	99-10897	PRINT SHOP LLC	HOODIES & T-SHIRTS	12/2019	2048	498.69

FUND: 31 - CEMETERY MAINTENANCE

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
129026	99-1775	LIBERTY FLAGS, INC.	ROPE FOR FLAG	12/2019	91622	123.00
129025	99-1992	JOHN DEERE FINANCIAL ACCT#5	BOLT SNAPS FOR FLAG	12/2019	I26789/2	18.83
128671	99-3707	O'REILLY AUTOMOTIVE INC	VEHICLE MAINT/2002 VAN	12/2019	153-206537	126.31
128321	99-5367	SOUTHSIDE MOWERS, INC.	CHAINSAW CHAINS/12"-16"	12/2019	154504	199.65
128319	99-7957	OKLAHOMA WHOLESALE OVERHEAD4	GARAGE DOOR OPENERS	12/2019	68779	140.00
128320	99-8965	CHERRY TRUCKING & DIRT SALE8	LOADS OF DIRT	12/2019	7179	1,080.00
128323	99-8999	KEIGLEY, SCOTT	CHEMICAL LIC/DESHAZER	12/2019	295843063	53.00
FUND TOTAL:						2,415.68

FUND: 32 - HUNTING & FISHING

SUMMARY REPORT

126823	99-10516	HINSCH MARY	CARETAKER COMMISSION	12/2019	832889	105.50
128405	99-5482	CRYSTAL LAKE FISHERIES, INC1	1818 LBS OF TROUT	12/2019	17970	1,749.00
127610A	99-8762	AT&T	INTERNET FOR THE LAKE	12/2019	7122 10/7/19	73.03
FUND TOTAL:						1,927.53

FUND: 33 - GOLF COURSE

SUMMARY REPORT

128107	99-2199	PROFESSIONAL TURF PRODUCTS,	REPLACE/GREEN HEADS	12/2019	1471784-00	1,321.20
126869	99-7216	US CELLULAR	MTHLY CELL PHONE	12/2019	0344467584	33.52
128001	99-8108	AT&T ADVERTISING & PUBLISHI	ADS IN YELLOW PAGES	12/2019	20635 12/13/19	33.00
128777	99-9107	ROGER CLEVELAND GOLF CO,	INSHOP MERCHANDISE	12/2019	5835507SO	2,571.06
128109	99-9501	C & C CONSTRUCTION LLC	REPLACE IRRIGATION PIPE	12/2019	94	28,416.20
FUND TOTAL:						32,374.98

FUND: 34 - LIBRARY

SUMMARY REPORT

128471	99-10488	ADMIRAL EXPRESS LLC	OFFICE/JANITORIAL SUPP	12/2019	2076389-0	579.22
127940	99-292	AMERICAN LIBRARY ASSOCIATIO	PLA CONF REGISTRATION	12/2019	PLA 2020 127940	690.00
127933	99-39	WAL-MART	OFFICE SUPPLIES	12/2019	6842 11/18/19	128.17
127320	99-4047	SHOW, INC.	RECYCLING FOR LIBRARY	12/2019	21053	30.00
FUND TOTAL:						1,427.39

FUND: 35 - PARKS & RECREATION

SUMMARY REPORT

128954	99-10225	CARLTON E CLINE	LOCATE LEAK WOMENS RR	12/2019	1489	497.00
128964	99-10488	ADMIRAL EXPRESS LLC	SUPPLY CART & SUPPLIES	12/2019	2074120-0	208.48
128974	99-10856	DALE SORRELL dba ADVANTAGE	SRV CALL/HEAT/AIR/SR CTR	12/2019	61266	85.00
128973	99-10897	PRINT SHOP LLC	BANNER/DAD/DAUG DANCE	12/2019	2091	90.00
128955	99-1992	JOHN DEERE FINANCIAL ACCT#5	ICE MELT FOR SIDEWALKS	1/2020	I21349/2	49.90
129177	99-3707	O'REILLY AUTOMOTIVE INC	HEADLIGHTS- OIL FILTER	12/2019	153-207449	7.99
128957	99-39	WAL-MART	CONCESSION SUPPLIES	12/2019	0840 12/9/19	332.56
127623	99-4700	COX COMMUNICATIONS	CABLE/BTW& SENIOR CTR	1/2020	5601 11/21/19	28.46
128967	99-7011	LOWE'S HOME CENTERS, INC.	LUMBER/SCREWS/PAINT	1/2020	01210	29.78
126869	99-7216	US CELLULAR	MTHLY CELL PHONE	12/2019	0344467584	27.45
128965	99-7868	WESTLAKE HARDWARE INC	CHAINS/BLADES/BAR OIL	12/2019	8142204	23.36
128421	99-8928	SYBERTECH WASTE REDUCTION	LBAGS FOR PET WASTE	12/2019	U10803	1,965.40
128970	99-9370	OKLAHOMA STATE DEPARTMENT	OFOOD SRVC PERMIT/SR CTR	12/2019	19-102124	335.00
FUND TOTAL:						3,680.38

FUND: 36 - SWIMMING POOL

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
129128	99-10408	LOMENICK, KRYSTAL	AQUATIC EXER/LOMENICK	12/2019	659701	275.00
FUND TOTAL:						275.00

FUND: 40 - FIRE CASH

SUMMARY REPORT

126736R	99-8269	NAFECO, INC.	STRUCTURAL BUNKER GEAR	12/2019	1015000	4,265.76
FUND TOTAL:						4,265.76

FUND: 41 - POLICE CASH

SUMMARY REPORT

127534	99-10547	BEASLEY TECHNOLOGY INC	MONTHLY FEES/SERVER	1/2020	COR-113454	165.00
FUND TOTAL:						165.00

FUND: 42 - FED.SIEZED & FORFIETURE

SUMMARY REPORT

128500	99-3286	MOTOROLA SOLUTIONS, INC	NEW CAMERA	12/2019	41551	730.00
FUND TOTAL:						730.00

FUND: 44 - MAJOR THOROFARE

SUMMARY REPORT

126873A	99-2507	SIGNALTEK, INC	STREET SIGNAL REPAIRS	12/2019	16718	725.00
127177	99-2507	SIGNALTEK, INC	TRAFFIC LIGHT CALLOUTS	12/2019	16717	125.00
128074	99-2507	SIGNALTEK, INC	SH 66 & W 81ST SIGNAL	12/2019	16755	9,208.00
127179	99-8909	DUNHAM'S ASPHALT SERVICE,	IHOT/COLD MIX	12/2019	253765	940.02
125139	99-9629	GUY ENGINEERING SERVICES,	I117 & 49TH W AVE IMPROV	12/2019	1236-02	7,522.04
FUND TOTAL:						18,520.06

FUND: 46 - WATER & SEWER SALES TAX

SUMMARY REPORT

128707	99-10560	CORE & MAIN LP	BRASS FITTINGS/CLAMPS	12/2019	L590108	534.45
128709	99-10560	CORE & MAIN LP	BRASS FITTINGS/PIPE	12/2019	L609948	283.50
128711	99-10560	CORE & MAIN LP	TRAFFIC CANS & LIDS	12/2019	L636240	2,070.00
128361	99-10670	MANUEL OCTAVIO SALDIVAR	CONCRETE REPAIRS/LEAKS	12/2019	114 12/12/19	1,550.00
128710	99-10857	KYRSTEN L LANG	SANDY LOOM/VAR PROJ	12/2019	1092 12/5/19	300.00
128700	99-1992	JOHN DEERE FINANCIAL ACCT#5	OVERALLS & BOOTS	1/2020	I24606/2	704.88
127896	99-3321	CENTRAL TECH	CMOM SAFETY CLASSES	12/2019	5279	120.00
128703	99-3844	SAF-T-GLOVE, INC	GLOVES/GLASSES/RUB KNE	1/2020	916305-00	464.65
128674	99-7114	MAC'S HYDRAULIC JACK SERVIC	CYLINDER FOR FORKLIFT	12/2019	39518	518.50
126869	99-7216	US CELLULAR	MTHLY CELL PHONE	12/2019	0344467584	68.88
FUND TOTAL:						6,614.86

FUND: 48 - WATER RESOURCE

SUMMARY REPORT

128707	99-10560	CORE & MAIN LP	BRASS FITTINGS/CLAMPS	12/2019	L569941	3,249.70
128709	99-10560	CORE & MAIN LP	BRASS FITTINGS/PIPE	12/2019	L609948	485.00
128181	99-4895	BADGER METER INC.	2" METER W/REG	1/2020	S1123092.001	2,455.42
FUND TOTAL:						6,190.12

FUND: 57 - E-911 FUND

SUMMARY REPORT

P.O.#	VENDOR #	NAME	SUMMARY DESCRIPTION	DATE	INVOICE	AMOUNT
126895	99-133	INCOG	MONTHLY E-911 CHARGES	12/2019	E-001507	4,730.57
127536	99-4319	AT&T	MONTHLY E-911 CHARGES	12/2019	6585 12/1/19	236.90
127229	99-7740	APCO INTERNATIONAL INC	DISPATCHER MEMBERSHIPS	12/2019	19/20 127229	331.00
FUND TOTAL:						5,298.47

FUND: 59 - HOTEL/MOTEL TAX FUND

SUMMARY REPORT

127599	99-6671	SAPULPA AREA CHAMBER OF COMSTATE OF CITY LUNCHEON		12/2019	11/13/19 127599	15.00
FUND TOTAL:						15.00

FUND: 60 - GRANTS AND AID

SUMMARY REPORT

122072A	99-3881	FHC, INC. DBA TETRA TECH FHWESTSIDE SEWER/SENEGE		12/2019	51526341	22,500.00
FUND TOTAL:						22,500.00

FUND: 81 - G.O. BOND SINKING FUND

SUMMARY REPORT

127490	99-10776	THE DAVID R BENNETT LIVING JUDGMENT-CV-2018-01		12/2019	1/6/20 127490	85,398.48
127491	99-1850	AMERICAN HERITAGE BANK CV-2018-01/DAVID BENNET		12/2019	1/6/20 127491	163,589.54
FUND TOTAL:						248,988.02

FUND: 83 - G.O.BOND CONSTR FUND

SUMMARY REPORT

127429R	99-10784	PALMERTON & PARRISH INC	INSPEC/SPORTS COMPLEX	12/2019	25569-11	259.45
128679	99-2223	MAXWELL SUPPLY, INC.	SUPPLIES/SPORTS COMP	12/2019	504810	36.96
128059	99-2926	APAC CENTRAL, INC	AGG BASE/SPORTS COMPL	12/2019	7001318200	19,138.72
123679D	99-8855	DC BASS & SONS CONSTRUCTIONCONST MGMT/SPORTS COM		12/2019	15 12/25/19	131,494.28
FUND TOTAL:						150,929.41
GRAND TOTAL:						724,241.93

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
12/2019	10	501-301	TRAINING & TRAVEL	235.37	
12/2019	10	502-201	OFFICE SUPPLIES	58.41	
12/2019	10	502-260	MINOR EQUIPMENT & FURNISHINGS	47.96	
12/2019	10	502-301	TRAINING AND TRAVEL	320.00	
12/2019	10	504-260	MINOR EQUIPMENT & FURNISHINGS	249.99	
12/2019	10	504-311	PROFESSIONAL SERVICES	96.00	
12/2019	10	504-407	BOOKS	884.47	
12/2019	10	506-301	TRAINING AND TRAVEL	15.00	
12/2019	10	506-311P	PHYSICALS	126.50	
12/2019	10	508-211	JANITORIAL SUPPLIES	97.46	
12/2019	10	509-201	OFFICE SUPPLIES	123.96	
12/2019	10	509-301	TRAINING & TRAVEL	15.00	
12/2019	10	509-311	PROFESSIONAL SERVICES	1,965.00	
12/2019	10	510-351	MAINTENANCE-EQUIPMENT	8,359.09	
12/2019	10	511-201	OFFICE SUPPLIES	196.97	
12/2019	10	511-211	JANITORIAL SUPPLIES	255.90	
12/2019	10	511-241	SAFETY EQUIPMENT	43.00	
12/2019	10	511-301	TRAINING AND TRAVEL	337.65	
12/2019	10	511-311	PROFESSIONAL SERVICES	715.00	
12/2019	10	511-341	RENTAL OF EQUIPMENT	155.00	
12/2019	10	511-351	MAINTENANCE-EQUIPMENT	20.24	
12/2019	10	511-353	MAINT-BUILDINGS & FIXTURE	1,642.98	
12/2019	10	511-505	LEASE PAYMENTS	150.00	
12/2019	10	512-201	OFFICE SUPPLIES	37.74	
12/2019	10	512-211	JANITORIAL SUPPLIES	145.24	
12/2019	10	512-214	OPERATIONAL SUPPLIES	731.30	
12/2019	10	512-301	TRAINING AND TRAVEL	44.00	
12/2019	10	512-302	DUES AND SUBSCRIPTIONS	180.00	
12/2019	10	512-314	UNIFORM CLEANING	162.94	
12/2019	10	512-321	PRISONER CARE	88.00	
12/2019	10	512-332	COMMUNICATIONS	40.01	
12/2019	10	512-351	MAINTENANCE-EQUIPMENT	15,276.92	
12/2019	10	512-352	MAINTENANCE-VEHICLES	704.20	
12/2019	10	513-214	OPERATIONAL SUPPLIES	80.00	
12/2019	10	513-332	COMMUNICATIONS	27.45	
12/2019	10	515-201	OFFICE SUPPLIES	233.83	
12/2019	10	515-311	PROFESSIONAL SERVICES	808.00	
12/2019	10	517-301	TRAINING & TRAVEL	142.32	
12/2019	10	517-302	DUES & SUBSCRIPTIONS	135.00	
12/2019	10	517-313	PRINTING	250.00	
12/2019	10	517-351	MAINTENANCE-EQUIPMENT	2,437.81	
12/2019	10	518-241	SAFETY SUPPLIES	149.99	
12/2019	10	518-260	MINOR EQUIPMENT & FURNISHINGS	1,527.00	
12/2019	10	590-141	CONTRACT LABOR	40.00	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
12/2019	10	590-201	OFFICE SUPPLIES	206.66	
12/2019	10	590-312	ADVERTISING	89.05	
12/2019	10	590-315	FEES & OTHER CHARGES	34.75	
12/2019	10	590-332	COMMUNICATIONS	29,440.11	
12/2019	10	590-505	LEASE PAYMENTS	2,327.00	
12/2019	10	591-390	CONTINGENCY FOR EXP NOT BUDGET	24,000.00	95,450.27
12/2019	20	523-301	TRAINING & TRAVEL	128.00	
12/2019	20	523-311	PROFESSIONAL SERVICES	3,950.92	
12/2019	20	523-314	UNIFORM CLEANING	122.84	
12/2019	20	523-332	COMMUNICATIONS	127.32	
12/2019	20	523-351	MAINTENANCE-EQUIPMENT	301.00	
12/2019	20	524-212	CHEMICALS	16,025.06	
12/2019	20	524-214	OPERATIONAL SUPPLIES	1,056.03	
12/2019	20	524-311	PROFESSIONAL SERVICES	640.00	
12/2019	20	524-315B	FEES & OTHR CHGS-SKIATOOK	6,813.68	
12/2019	20	524-322	WATER PURCHASE	1,723.46	
12/2019	20	524-331	UTILITIES	4,559.51	
12/2019	20	524-332	COMMUNICATIONS	599.80	
12/2019	20	524-341	RENTAL OF EQUIPMENT	13.00	
12/2019	20	524-353	MAINT-BUILDINGS/FIXTURES	9,086.05	
12/2019	20	524-354	MAINTENANCE-FACILITIES	387.11	
12/2019	20	525-201	OFFICE SUPPLIES	86.27	
12/2019	20	525-211	JANITORIAL SUPPLIES	102.91	
12/2019	20	525-260	MINOR EQUIPMENT & FURNISHINGS	1,409.00	
12/2019	20	525-311D	PROF SERVICES-TESTING	225.00	
12/2019	20	525-331	UTILITIES	85.50	
12/2019	20	525-332	COMMUNICATIONS	27.83	
12/2019	20	525-351	MAINTENANCE-EQUIPMENT	1,046.40	
12/2019	20	525-352	MAINT-VEHICLES	568.60	
12/2019	20	525-354	MAINTENANCE-FACILITIES	814.75	
12/2019	20	527-141	CONTRACT LABOR	56,198.05	
12/2019	20	590-141	CONTRACT LABOR	40.00	
12/2019	20	590-315	OTHER FEES & CHARGES	34.75	
12/2019	20	590-353	BUILDING MAINTENANCE	78.00	106,250.84
12/2019	29	529-214	OPERATING SUPPLIES	81.03	
12/2019	29	529-242	PUBLIC EDUCATION MATERIALS	140.00	
12/2019	29	529-332	COMMUNICATIONS	85.60	
12/2019	29	529-351	MAINTENANCE-EQUIPMENT	570.04	876.67
12/2019	30	530-214	OPERATING SUPPLIES	116.76	
12/2019	30	530-332	COMMUNICATIONS	27.45	
12/2019	30	530-351	MAINTENANCE-EQUIPMENT	1,274.43	
12/2019	30	530-352	MAINTENANCE-VEHICLES	20.46	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
					1,439.10
12/2019	31	531-214	OPERATING SUPPLIES	218.48	
12/2019	31	531-301	TRAINING AND TRAVEL	53.00	
12/2019	31	531-314	UNIFORM CLEANING	498.69	
12/2019	31	531-351	MAINTENANCE-EQUIPMENT	176.20	
12/2019	31	531-352	MAINTENANCE-VEHICLES	126.31	
12/2019	31	531-354	MAINTENANCE-FACILITIES	1,343.00	2,415.68
12/2019	32	532-141	CONTRACT LABOR	73.03	
12/2019	32	532-142	PERMIT SALES COMMISSION	105.50	
12/2019	32	532-405A	FISH STOCKINGS	1,749.00	1,927.53
12/2019	33	533-215	PRO SHOP SUPPLIES	2,571.06	
12/2019	33	533-312	ADVERTISING	33.00	
12/2019	33	533-332	COMMUNICATIONS	33.52	
12/2019	33	533-354	MAINTENANCE-FACILITIES	1,321.20	
12/2019	33	533-405-.01	FACILITIES -DESIGNATED	28,416.20	32,374.98
12/2019	34	534-201	OFFICE SUPPLIES	163.25	
12/2019	34	534-211	JANITORIAL SUPPLIES	544.14	
12/2019	34	534-301B	TRAINING & TRAVEL-STATE AID	690.00	
12/2019	34	534-353	MAINT/BUILDINGS	30.00	1,427.39
12/2019	35	535-201	OFFICE SUPPLIES	7.50	
12/2019	35	535-213	CONCESSION SUPPLIES	332.56	
12/2019	35	535-243	RECREATIONAL SUPPLIES	200.98	
12/2019	35	535-302	DUES AND SUBSCRIPTIONS	335.00	
12/2019	35	535-313	PRINTING	90.00	
12/2019	35	535-332	COMMUNICATIONS	27.45	
12/2019	35	535-352	MAINT-VEHICLES	7.99	
12/2019	35	535-353	MAINT-BUILDINGS/FIXTURES	582.00	
12/2019	35	535-354	MAINTENANCE-FACILITIES	1,988.76	3,572.24
12/2019	36	536-301	TRAINING & TRAVEL	275.00	275.00
12/2019	40	540-401	EQUIPMENT	4,265.76	4,265.76
12/2019	42	542-401	EQUIPMENT	730.00	730.00
12/2019	44	544-354	MAINTENANCE-FACILITIES	10,998.02	
12/2019	44	544-390	CONTINGENCY	7,522.04	18,520.06
12/2019	46	1699	INVENTORY PURCHASED	534.45	
12/2019	46	546-231	MINOR TOOLS	91.50	
12/2019	46	546-301	TRAINING AND TRAVEL	120.00	

G / L R E C A P

PERIOD	G/L	ACCOUNT	NAME	AMOUNT	TOTAL
12/2019	46	546-332	COMMUNICATIONS	68.88	
12/2019	46	546-351	MAINTENANCE-EQUIPMENT	518.50	
12/2019	46	546-354	MAINTENANCE-FACILITIES	4,112.00	5,445.33
12/2019	48	1699	INVENTORY PURCHASED	3,734.70	3,734.70
12/2019	57	557-302	DUES AND SUBSCRIPTIONS	331.00	
12/2019	57	557-315-.01	FEES & OTHER CHARGES-WIRELESS	4,967.47	5,298.47
12/2019	59	559-301	TRAINING & TRAVEL	15.00	15.00
12/2019	60	592-311A	PROF SVCS - DESGN & BID	22,500.00	22,500.00
12/2019	81	581-503	JUDGEMENTS	248,988.02	248,988.02
12/2019	83	578-311B	PROF SVCS-ENG (CA & INSP)	259.45	
12/2019	83	578-405A	FACILITIES-IN HOUSE	19,175.68	
12/2019	83	578-405B	FACILITIES-CONTRACT	131,494.28	150,929.41
1/2020	10	503-313	PRINTING	63.85	
1/2020	10	590-141	CONTRACT LABOR	3,287.50	
1/2020	10	590-353	MAINT-BUILDING & FIXTURES	400.00	3,751.35
1/2020	20	523-311	PROFESSIONAL SERVICES	1,854.54	
1/2020	20	590-141	CONTRACT LABOR	3,287.50	
1/2020	20	590-353	BUILDING MAINTENANCE	400.00	5,542.04
1/2020	29	529-101	SALARIES	4,614.00	4,614.00
1/2020	35	535-332	COMMUNICATIONS	28.46	
1/2020	35	535-354	MAINTENANCE-FACILITIES	49.90	
1/2020	35	535-354A	MAINTENANCE-FAC (HERITAGE)	29.78	108.14
1/2020	41	541-401	EQUIPMENT	165.00	165.00
1/2020	46	546-241	SAFETY SUPPLIES	1,114.54	
1/2020	46	546-351	MAINTENANCE-EQUIPMENT	54.99	1,169.53
1/2020	48	1699	INVENTORY PURCHASED	2,455.42	2,455.42
			GRAND TOTAL ESTIMATE:		0.00
			GRAND TOTAL ACTUAL:		724,241.93
			REPORT TOTAL:		724,241.93



Consent Agenda 7. B.

City Council Regular

Meeting Date: January 6, 2020

Submitted For: Hailey Sharp, Accounts Payable Clerk

Submitted By: Amber Fisher, Accounts Payable Clerk

SUBJECT:

Consider approving Pre-Paid claims in the amount of \$251,507.14

Attachments

Pre-paid Claims 1/6/20

Prepaid Claims for Agenda 01/06/19
Submitted by: Hailey Sharp A/P

City:

Wright Express for City vehicles fuel & oil November 2019- \$19,318.45

HUB International- December 2019- \$232,138.69

Oklahoma Dept. of AG., Food, and Forestry- Pesticide App.- \$50.00

SMA:

Total Amount \$ 251,507.14



AGENDA ITEM

Community Development 9. A.

City Council Regular

Meeting Date: January 6, 2020

Submitted By: Nikki Howard, Urban Development Director

Department: Planning & Development

Presented By: Nikki Howard

SUBJECT:

Discussion and possible action regarding an Ordinance amending the Zoning Ordinance of the City of Sapulpa; changing the Zone and District of property located at the Southwest corner of Hickory Hill Road and Stanfield Road, City of Sapulpa, Creek County, State of Oklahoma, from AG (Agriculture) to RE/PUD (Residential Estate/Planned Unit Development) per SAZ-964/PUD-2019-001; and directing the Clerk to show each change upon the Official Zoning Map; Repealing all Ordinances or parts of Ordinances in conflict herewith and declaring an emergency.

BACKGROUND:

The subject property is located just South of the Creek Turnpike on Hickory Hill Road. The proposed use of the property is a Residential Estate subdivision. The PUD portion of the zoning request will allow a reduction of the front setback from 35 feet to 25 feet and the side yard setback from 15 feet to 10 feet. The PUD will meet all other Bulk and Area requirements of the RE zoning district.

The Preliminary Plat "Hickory Falls" will have approximately 70 residential lots and 5 blocks with 2 reserve areas for detention. Staff is expecting the engineering to be submitted for review in the next few weeks. When the Final Plat is complete, it will come before City Council for approval.

RECOMMENDATION:

The Sapulpa Planning Commission met on December 17, 2019, and voted unanimously to recommend approval of the rezoning. Staff concurs with the recommendation.

Attachments

Staff report
maps and submittals

Ordinance



SAPULPA PLANNING COMMISSION (SPC)
December 17, 2019

FILE: SAZ-964 | Rezoning and Planned Unit Development
OWNERS: Milestone Homes
ADDRESS: Southwest corner of Stanfield Road and Hickory Hill Road
PARCEL: 1999-30-018-012-0-024-00
STR: Section 30, Township 18 North, Range 12 East
LEGAL: A tract of land located in the N/2 of the NE/4 of Section 30, Township 18 North, Range 12 East of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the Official U.S. Government thereof, being more particularly described as follows: Commencing at the Northwest corner of the NE/4 of Section 30, T-18-N, R-12-E of the Indian Base and Meridian, Creek County, State of Oklahoma, Thence N89°06'48"E along the North line of said NE/4 a distance of 2072.04 feet to the west line of Parcel CR 236 conveyed by General Warranty Deed recorded in Book 398, Pages 351-55 in the records of the Creek County Clerk's office and a non-tangent curve to the left; thence along the west line of Parcel CR 236 and a non-tangent curve to the left with central angle of 16°13'16", a radius of 1034.93 feet, an arc length of 293.00, a chord bearing of S09°43'31"W, and a chord length of 292.02 feet; thence continuing along said west line S 01°36'32"E and tangent to the previous curve a distance of 355.65 feet; Thence S88°23'07"E a distance of 103.93 feet; thence S01°39'52" W a distance of 672.76 feet to the South line of the N/2 of the NE/4 of said Section 30; Thence S89°03'35"W along the south line of said N/2 NE/4 a distance of 2092.28 feet to the southwest corner of said N/2 of the NE/4; Thence N01°04'34"W along the west line of said N/2 of the NE/4 a distance of 1317.60 feet to the "Point of Beginning".

LOT SIZE: 62.6 acres more or less
ZONING: AG
EXISTING USE: Vacant
APPLICANT: TEP – Tim Terral
CC WARD: Ward #5 Mr. Bruce Bledsoe and Mr. Hugo Naifeh
PREPARED BY: Nikki Howard – Urban Development Director

REQUEST:

The applicant requests to rezone the subject property from AG (Agriculture) to RE/PUD (Residential Estate and Planned Unit Development).

APPLICABLE STATE AND MUNICIPAL CODE SECTIONS:

City of Sapulpa Zoning Code, Chapter 4, Residential
City of Sapulpa Zoning Code, Chapter 16, Planned Unit Development

BACKGROUND: the subject property is located just south of the Creek Turnpike on Hickory Hill Road. The proposed use of the property is a Residential Estate Subdivision. The proposed PUD will follow all of the Bulk and Area requirements for the RE zoning district, except for the following building setbacks: Front yard from 35 feet to 25 feet, Side yards from 15 feet to 10 feet.

SURROUNDING LAND USE AND ZONING:

North:	A-1 County and Creek Turnpike
East:	Hickory Hill Road
South:	Raintree Woods (RE Subdivision)
West:	Agriculture

Comprehensive Plan: The subject property is designated Residential on the Future Land Use Map (FLUM).

Flood Zone: In the Southwest corner of the tract, there is a small area of 100 year floodplain.

PUBLIC COMMENTS:

Staff received a few phone calls looking for general information regarding the project. One resident of Raintree Woods stated he was opposed to the project.

STAFF RECOMMENDATION: Recommended motion for SPC:

Staff is recommending **APPROVAL** of the application.

Request to Re-Zone
from AG to RE

SAZ-964
PP-19-2
PUD-19-1

Tim Terral, TEP
9820 E 41st St #102
Tulsa, OK 74146

**CITY OF SAPULPA
MAP PRODUCTS**

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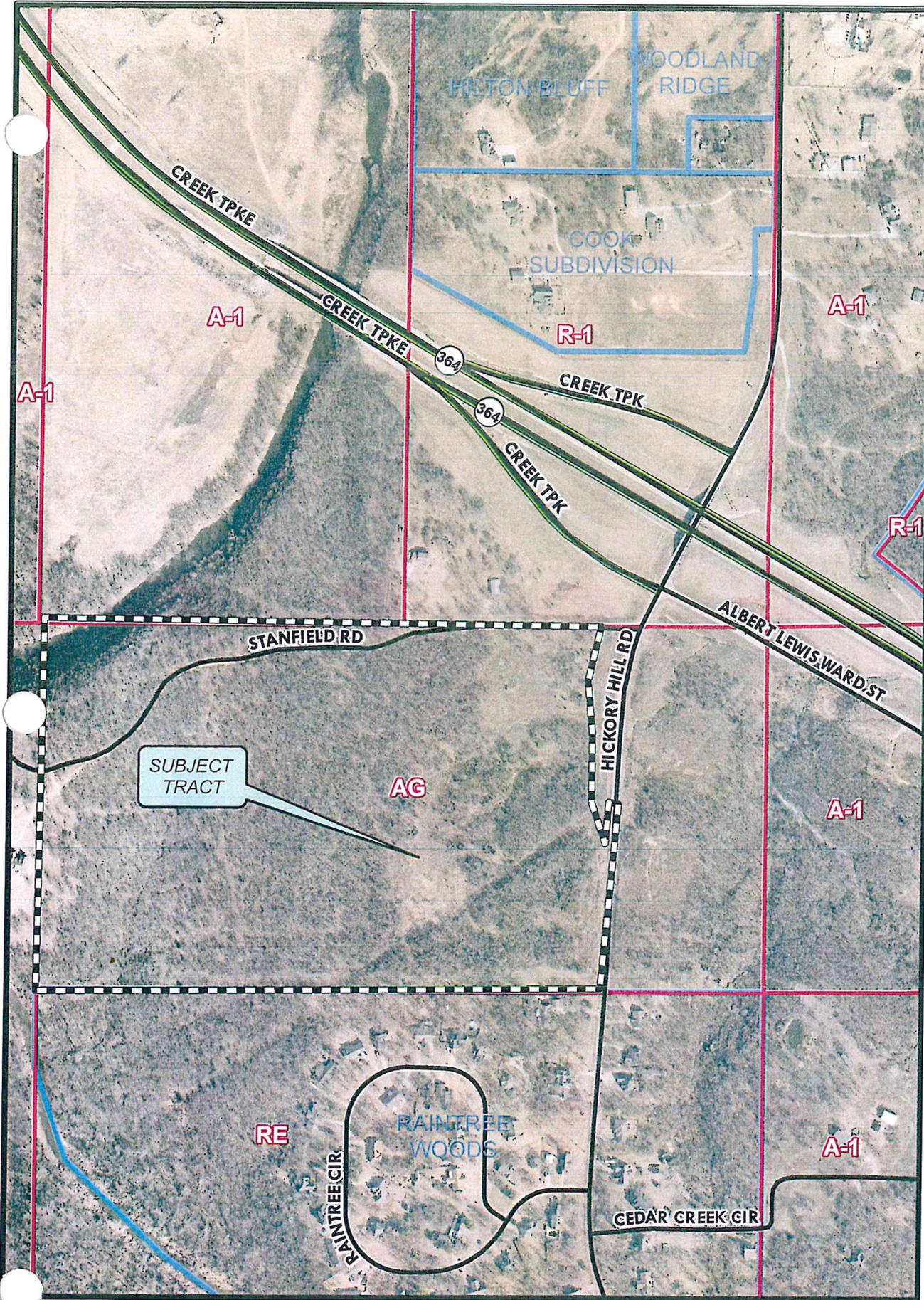
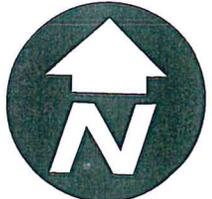
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Legend

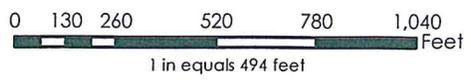
-  Zoning
-  Subject Property
-  Parcels
-  Highways
-  Roads & Streets
-  Railroads



Property Description

Property located in Sec 30, T-18N, R-12-E
Sapulpa, Creek County, Oklahoma
See Case Map for Full Legal Description

E-911: Address to be assigned at a later date.



Map Prepared by:
City of Sapulpa

Date: 10/30/2019

Source Data:
Creek County Assessors
City of Sapulpa, INCOG

Request to Re-Zone
from AG to RE

SAZ-964
PP-19-2
PUD-19-1

Tim Terral, TEP
9820 E 41st St #102
Tulsa, OK 74146

**CITY OF SAPULPA
MAP PRODUCTS**

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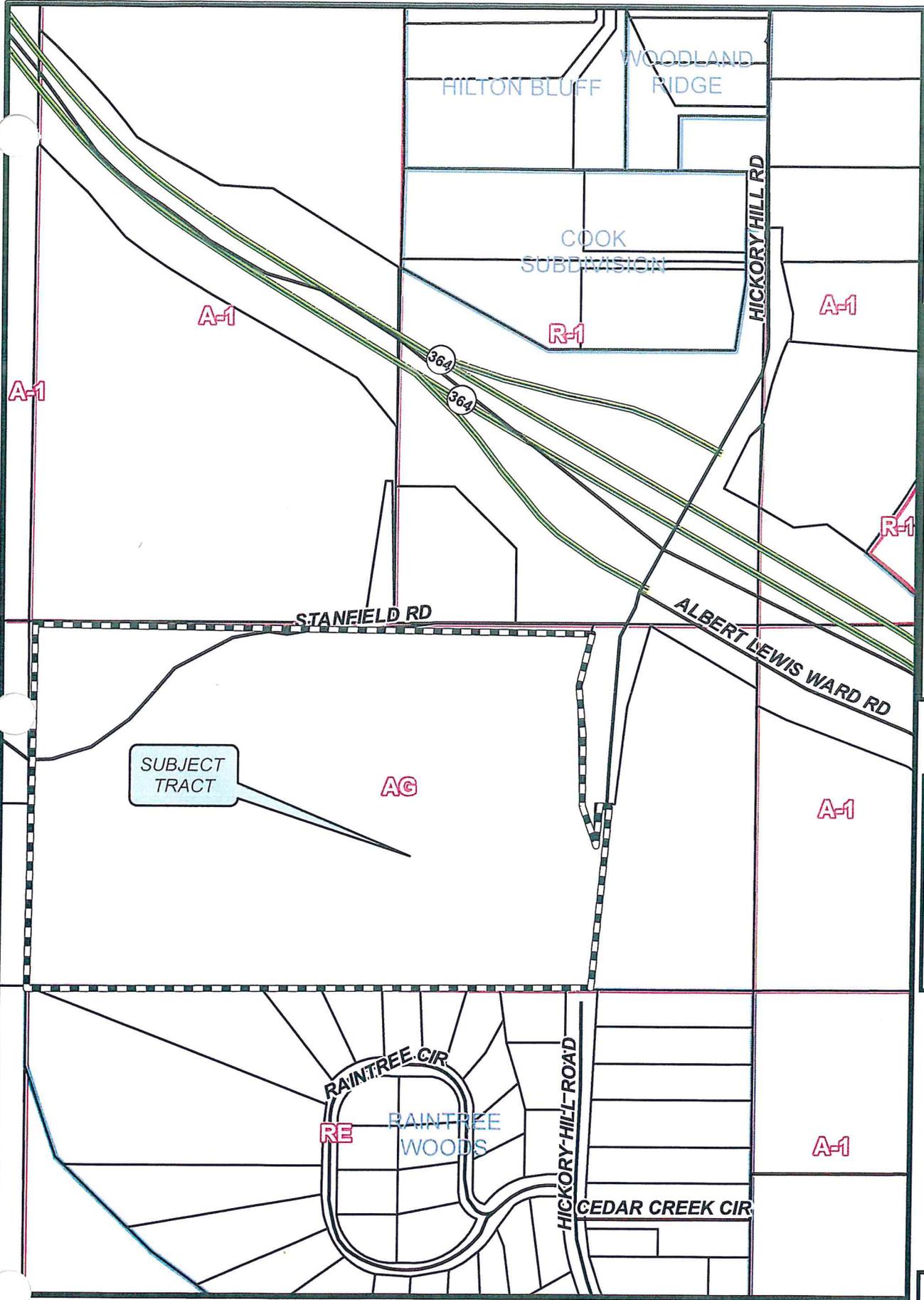
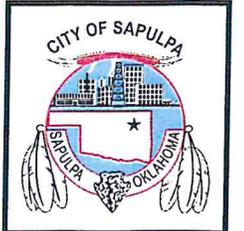
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Legend

-  Zoning
-  Subject Property
-  Parcels
-  Highways
-  Roads & Streets
-  Railroads

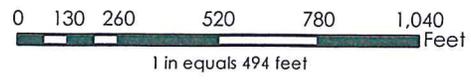


SUBJECT TRACT

Property Description

Property located in Sec 30, T-18N, R-12-E
Sapulpa, Creek County, Oklahoma
See Case Map for Full Legal Description

E-911: Address to be assigned at a later date.



Map Prepared by:
City of Sapulpa

Date: 10/30/2019

Source Data:
Creek County Assessors
City of Sapulpa, INCOG

PUD 2019-01

Hickory Falls

Sapulpa, Oklahoma



Tulsa Engineering & Planning Associates

9820 East 41st Street, Suite 102

Tulsa, Oklahoma 74146

918.252.9621 Fax 918.250.4566

10/11/2019

TABLE OF CONTENTS

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I. Development Concept	1
II. Exhibit 'A' - Conceptual Site Plan (Preliminary Plat)	

I. Development Concept

Hickory Falls is a proposed large lot, single-family detached residential development submitted as a Planned Unit Development (PUD) pursuant to the provisions of the City of Sapulpa zoning code. The site consists of 61.1144 acres, located on the west side of Hickory Hill Road, just south of West 101st Street South; there is approximately 1,321 linear feet of frontage on Hickory Hill Road. The site is characterized by wooded, rolling terrain.

Zoning for the abutting properties to Hickory Falls is as follows:

- North: R-1 (Residential Single-Family Detached) and A-1 (Agriculture), Creek County
- West: AG (Agriculture), City of Sapulpa
- South: RE (Residential Single-Family Detached), City of Sapulpa
- East: A-1 (Agriculture), Creek County

The project site is currently zoned Agriculture (AG). Submitted previously to the City of Sapulpa on September 20, 2019, was a zoning request to re-zone the entire tract to RE, Residential Single-Family Estate.

Hickory Falls will feature single-family detached homes with lot sizes being a minimum of 1/2 acre in size (See Exhibit 'A' - Preliminary Plat). Stormwater detention will be handled on-site, in the east central and west central portions of the project site.

This proposed PUD will follow all of the Bulk and Area requirements for the RE zoning District, except for the following Building Setbacks:

- Minimum Building Setbacks:

Front Yard	25 feet
Side Yard	10 feet/10 feet

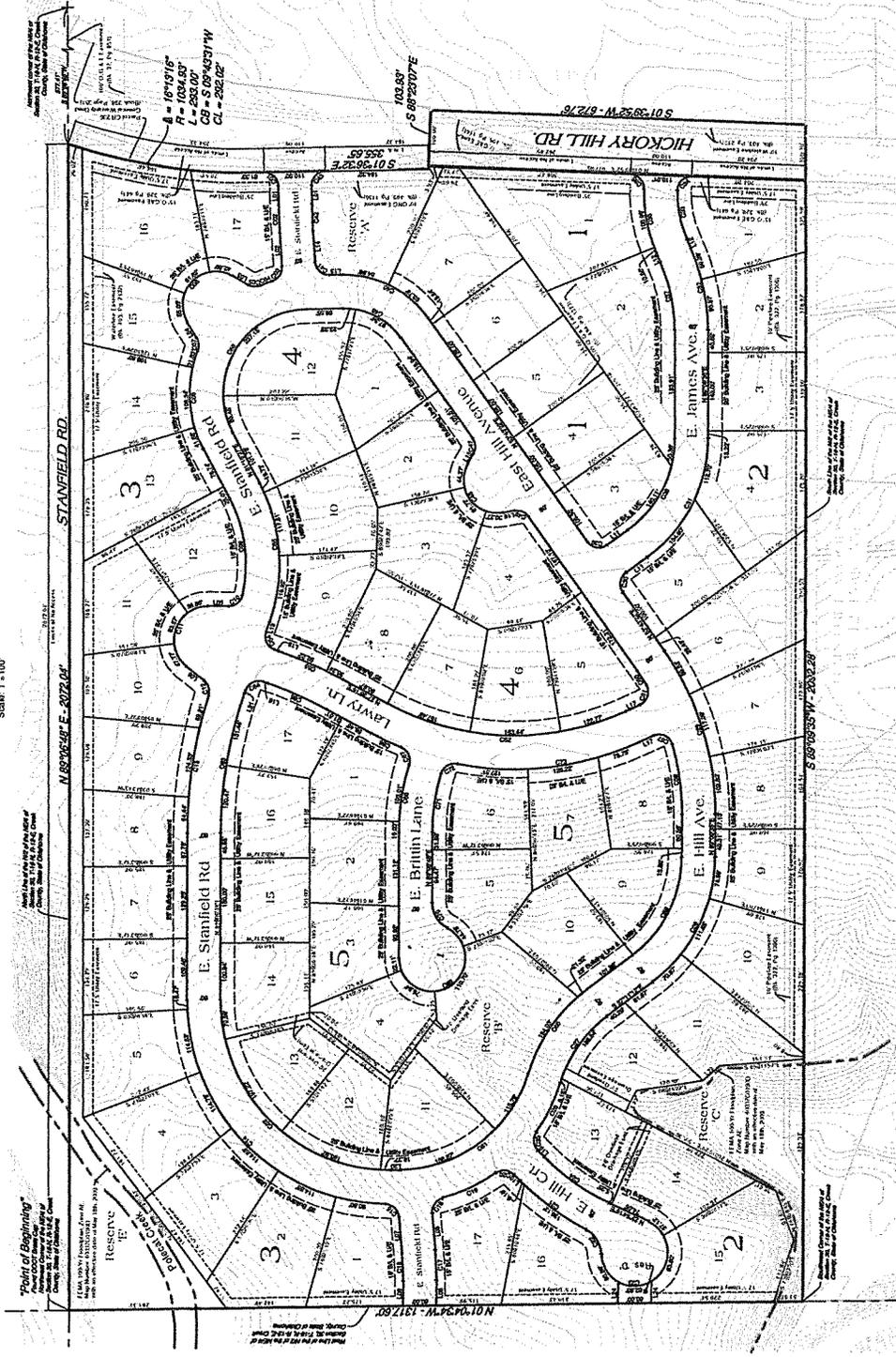
Preliminary Plat

Hickory Falls

A subdivision being parts of the N/2 of the NE/4 of Section 30, T-18-N, R-12-E,
of the Indian Meridian, Creek County, State of Oklahoma

ENGINEER / SURVEYOR
Tulsa Engineering & Planning Associates, Inc.
9620 East 41st Street South, Suite 102
Tulsa, Oklahoma 74146
CERTIFICATE NO. 918-252-9621
EXPIRES DATE 01/01/2024

OWNER / DEVELOPER
Hickory Falls, L.L.C.
Jenks, Oklahoma 74037
918-268-2101



Legend

PR	Proposed
RM	Residential Medium Density
RF	Residential Single-Family
RD	Residential Single-Family Detached
RI	Residential Single-Family Attached
RII	Residential Single-Family Attached (2 Units)
RIII	Residential Single-Family Attached (3 Units)
RIV	Residential Single-Family Attached (4 Units)
RV	Residential Single-Family Attached (5 Units)
RVI	Residential Single-Family Attached (6 Units)
RVII	Residential Single-Family Attached (7 Units)
RVIII	Residential Single-Family Attached (8 Units)
RIX	Residential Single-Family Attached (9 Units)
RX	Residential Single-Family Attached (10 Units)
RVII	Residential Single-Family Attached (11 Units)
RXII	Residential Single-Family Attached (12 Units)
RXIII	Residential Single-Family Attached (13 Units)
RXIV	Residential Single-Family Attached (14 Units)
RXV	Residential Single-Family Attached (15 Units)
RXVI	Residential Single-Family Attached (16 Units)
RXVII	Residential Single-Family Attached (17 Units)
RXVIII	Residential Single-Family Attached (18 Units)
RXIX	Residential Single-Family Attached (19 Units)
RXX	Residential Single-Family Attached (20 Units)
RXXI	Residential Single-Family Attached (21 Units)
RXXII	Residential Single-Family Attached (22 Units)
RXXIII	Residential Single-Family Attached (23 Units)
RXXIV	Residential Single-Family Attached (24 Units)
RXXV	Residential Single-Family Attached (25 Units)
RXXVI	Residential Single-Family Attached (26 Units)
RXXVII	Residential Single-Family Attached (27 Units)
RXXVIII	Residential Single-Family Attached (28 Units)
RXXIX	Residential Single-Family Attached (29 Units)
RXXX	Residential Single-Family Attached (30 Units)

Monument Notes

All monuments shown on this plat are assumed to be in place and correct. If any monument is found to be missing or incorrect, the plat shall be amended accordingly. The plat shall be amended to show the correct location of any monument. The plat shall be amended to show the correct location of any monument. The plat shall be amended to show the correct location of any monument.

Basis of Bearings

All bearings are true bearings. All distances are in feet. All bearings are true bearings. All distances are in feet. All bearings are true bearings. All distances are in feet.

Benchmark

The benchmark used for this plat is the benchmark located at the intersection of Stanfield Rd and E. Hill Ave. The benchmark is a concrete monument with a metal cap. The benchmark is a concrete monument with a metal cap.

Notes

All lots shown on this plat are assumed to be in place and correct. If any lot is found to be missing or incorrect, the plat shall be amended accordingly. The plat shall be amended to show the correct location of any lot. The plat shall be amended to show the correct location of any lot.

Lot Addresses

All lots shown on this plat are assumed to be in place and correct. If any lot is found to be missing or incorrect, the plat shall be amended accordingly. The plat shall be amended to show the correct location of any lot. The plat shall be amended to show the correct location of any lot.

Line Table

Line No.	From Station	To Station	Description
1	0+00	0+00	Start of Line
2	0+00	0+00	Start of Line
3	0+00	0+00	Start of Line
4	0+00	0+00	Start of Line
5	0+00	0+00	Start of Line
6	0+00	0+00	Start of Line
7	0+00	0+00	Start of Line
8	0+00	0+00	Start of Line
9	0+00	0+00	Start of Line
10	0+00	0+00	Start of Line
11	0+00	0+00	Start of Line
12	0+00	0+00	Start of Line
13	0+00	0+00	Start of Line
14	0+00	0+00	Start of Line
15	0+00	0+00	Start of Line
16	0+00	0+00	Start of Line
17	0+00	0+00	Start of Line

Curve Table

Curve No.	From Station	To Station	Description
1	0+00	0+00	Start of Curve
2	0+00	0+00	Start of Curve
3	0+00	0+00	Start of Curve
4	0+00	0+00	Start of Curve
5	0+00	0+00	Start of Curve
6	0+00	0+00	Start of Curve
7	0+00	0+00	Start of Curve
8	0+00	0+00	Start of Curve
9	0+00	0+00	Start of Curve
10	0+00	0+00	Start of Curve
11	0+00	0+00	Start of Curve
12	0+00	0+00	Start of Curve
13	0+00	0+00	Start of Curve
14	0+00	0+00	Start of Curve
15	0+00	0+00	Start of Curve
16	0+00	0+00	Start of Curve
17	0+00	0+00	Start of Curve

Location Map

R-12-E

WEST 101ST STREET SOUTH

SOUTH 81ST WEST AVENUE

SOUTH 51ST WEST AVENUE

WEST 11TH STREET SOUTH

Section 30

Creek County

72 Lots - 62.8149 Acres

CERTIFICATE OF FINAL PLAT APPROVAL

I, the undersigned, being duly qualified and sworn, do hereby certify that the above and foregoing plat is a true and correct copy of the original plat on file in the office of the County Clerk of Creek County, Oklahoma, and that the same complies with all the provisions of the Oklahoma Subdivision Act, Title 10, Oklahoma Statutes, and all other applicable laws and regulations.

By: _____
County Clerk, Creek County, Oklahoma

Date: _____

Hickory Falls

Date of Preparation: October 11, 2019

G:\18-1557\Fall18-1557 Preliminary Plat.dwg, 10/11/2019 9:22 AM

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF SAPULPA; CHANGING THE ZONE AND DISTRICT OF PROPERTY LOCATED AT SOUTHWEST CORNER OF HICKORY HILL ROAD AND STANFIELD ROAD, CITY OF SAPULPA, CREEK COUNTY, STATE OF OKLAHOMA, FROM AG (AGRICULTURE) TO RE/PUD (RESIDENTIAL ESTATE/PLANNED UNIT DEVELOPMENT), PER SAZ-964; AND DIRECTING THE CITY CLERK TO SHOW EACH CHANGE UPON THE OFFICIAL ZONING MAP; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH PROVIDING FOR SEVERABILITY AND DECLARING AN EMERGENCY.

BE IT ORDAINED by the City Council of the City of Sapulpa,

SECTION 1. That the Zoning Ordinance of the City of Sapulpa is hereby amended in the following particulars, to-wit:

A. SAZ-964 TEP/TIM TERRAL: A tract of land located in the NE/4 of Section 30, T-18N-R12E of the Indian Base and Meridian, Creek County, State of Oklahoma, according to the U.S. Government Survey thereof, and being more particularly described as follows: Commencing at the Northeast corner of the NE/4 of Section 30, T-18-N, R-11-E of the Indian Base and Meridian, Creek County, State of Oklahoma; Thence S89°06'48"W along the north line of said NE/4 of Section 30 a distance of 577.41 feet to a point of non-tangent curve to the left; Thence along said non-tangent curve to the left with a central angle of 16°13'16", a radius of 1034.93 feet, an arc length of 293.00, a chord bearing of S09°43'31"W, and a chord length of 292.02 feet; Thence S01°36'32"E and tangent to the previous curve a distance of 355.65 feet; Thence S88°23'07"E a distance of 103.93 feet; Thence S01°39'52"W a distance of 672.76 feet to a point on the south line of the N/2 of the NE/4 of said Section 30; Thence S89°09'35"W along the south line of the N/2 of the NE/4 of said Section 30 a distance of 2092.28 feet to the southwest corner of the N/2 of the NE/4 of said Section 30; Thence N01°04'34"W along the west line of the N/2 NE/4 of said Section 30 a distance of 1317.60 feet to the North Quarter Corner of said Section 30; Thence N89°06'48"E along the north line of the NE/4 of said Section 30 a distance of 2072.04 feet to the "Point of Beginning", be and are hereby rezoned from to AG (Agriculture) to RE/PUD (Residential Estate/Planned Unit Development)

SECTION 2. That the City Clerk of the City of Sapulpa is hereby directed to make the proper changes upon the official zoning map of said City to show thereon the change of zone and district of the above described property.

SECTION 3. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. Should any section, subsection sentence, provision, clause or phrase hereof be held invalid, void or unconstitutional for any reason, such holding shall not render invalid, void or unconstitutional any other section, subsection, sentence, provision, clause or phrase of this ordinance, and the same are deemed severable for this purposes.

SECTION 5. EMERGENCY. This ordinance being designated to protect the public health, safety, and welfare of the inhabitants of the City of Sapulpa, Oklahoma, and its passage being immediately necessary, an emergency is hereby deemed to exist and by reason whereof this ordinance shall take effect immediately upon its passage, approval, and publication as provided by law.

PASSED AND APPROVED in regular session this ____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

APPROVED:

City Attorney



AGENDA ITEM

Community Development 9. B.

City Council Regular

Meeting Date: January 6, 2020

Submitted By: Nikki Howard, Urban Development Director

Department: Planning & Development

Presented By: Nikki Howard

SUBJECT:

Discussion and possible action regarding the application by Justin Moore for a Specific Use Permit, SUP-051(A) and (B), to allow a Medical Marijuana Dispensary and a Marijuana Grow Facility located at 5380 West Skelly Drive.

BACKGROUND:

The subject property is located within the city limits of the City of Sapulpa at 5380 West Skelly Drive, Tulsa, Oklahoma, more generally described as the Northeast corner of West Skelly Drive and West 54th Street and is zoned IM (Industrial Moderate). Currently, an empty, painted brick building (previously used car sales) sits on the property and is surrounded by a chain link fence. A motel and its parking lot are adjacent to the fence on the north and west property lines.

In addition to the conditions listed on the staff report, SPC added the following conditions:

1. The garage doors must be removed and closed in.
2. Bollards must be placed in front of any window or glass area.

RECOMMENDATION:

The Sapulpa Planning Commission met on December 17th, 2019, and voted 5-1 to recommend approval of the application to City Council. Staff concurs with the recommendation.

Attachments

SPC Staff Report

site photo

maps and submittals

Findings of Fact and Conclusions of Law



SAPULPA PLANNING COMMISSION
December 17, 2019
STAFF REPORT

FILE: SUP-051 A & B| Specific Use Permit
APPLICANT: Justin Moore c/o Hall Estill – Amanda Lowe
ADDRESS: 5380 West Skelly Drive
PARCEL: 30750-92-33-08010
STR: Section 33, Township 19 North, Range 12 East
LEGAL: Lots One (1), Tow (2), Three (3), Four (4), Block Nine (9), Opportunity Heights, City of Sapulpa, Tulsa County, State of Oklahoma, according to the recorded plat thereof, less and except the West 19.7 feet of said Lot Four (4) and less and except a portion of Lots One (1) and Two (2), Block Nine (9), Opportunity Heights, being more particularly described as follows, to-wit: Beginning at the Southeast corner of said Lot One (1); thence West along the South line of said Lots One (1) and Two (2) a distance of 84.8 feet; thence North 36°41' East a distance of 142 feet to a point on the East line of said Lot One (1); thence South along said East line a distance of 113.9 feet to the point of beginning and further less and except a portion of Lots One (1) and Two (2), Block Nine (9), Opportunity Heights, being more particularly described as follows, to-wit: Beginning at a point 10.5 feet East of the Southwest corner of said Lot Two (2); thence Northeasterly along the current Highway 66vright of way line a distance of 151.38 feet to appoint on the East line of said Lot One (1) a distance of 13.27 feet to the Northeast corner of said Lot One (1); thence West along the North line of said Lot One (1) a distance of 0.52 feet to a point; thence Southwesterly along a curve to the right having a radius of 241.53 feet a distance of 35.68feet; thence South 33°35'14" West a distance of 126.41 feet to the point of beginning.

LOT SIZE: 1.3 acres more or less
ZONING: IM Industrial Moderate
EXISTING USE: Vacant building
OWNER: Tulsa Properties No. 2 LLC
CC WARD: Ward #5 Mr. Bruce Bledsoe and Mr. Hugo Naifeh
PREPARED BY: Nikki Howard – Urban Development Director

REQUEST:

The applicant requests a Specific Use Permit to allow a (A) Retail Medicinal Marijuana Dispensary and (B) Marijuana Grow Facility in the IM (Industrial Moderate) zoning district.

APPLICABLE STATE AND MUNICIPAL 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 within the city limits of the City of Sapulpa at 5380 West Skelly Drive, Tulsa, Oklahoma, more generally described as the Northeast corner of West Skelly Drive and West 54th Street and is zoned IM (Industrial Moderate). Currently, an empty, painted brick building (previously used car sales) sits on the property and is surrounded by a chain link fence. A motel and its parking lot are adjacent to the fence on the north and west property lines.

SURROUNDING LAND USE AND ZONING:

North:	IM Motel
East:	I-44
South:	CG Safety Supply
West:	IM Motel

Comprehensive Plan: The subject property is designated Commercial/Industrial 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 not received any public comments regarding the application for dispensary or the grow operation.

STAFF RECOMMENDATION:

Recommended motion for SPC:

Staff is recommending **APPROVAL** of the Specific Use Permit to allow a (A) Medical Marijuana Dispensary and (B) Marijuana Grow Facility with the following conditions:

- a. Each Commercial Medical Marijuana Facility shall be operated from the permitted premises on the permitted property. No Commercial medical Marijuana Facility shall be

permitted to operate from a moveable, mobile or transitory location, except for a permitted and licensed secure transporter when engaged in the lawful transport of Marijuana.

- b. Commercial operators will need to submit their security plan and shall include the following: see attached security plan
- c. Operating hours for the dispensary shall be between 8:00 am and 8:00 pm.
- d. Signs: No pictures, photographs, drawings or other depictions of marijuana or marijuana paraphernalia shall appear on the outside of any permitted premises nor be visible outside of the permitted premises on the permitted property. The words "marijuana", "cannabis" and any other words used or intended to convey the presence or availability of marijuana shall not appear on the outside of the permitted premises nor be visible outside of the permitted premises on the permitted property.
- e. All activities of Commercial Medical Marijuana facilities, including without limitation, distribution, growth, cultivation, or the sale of marijuana, and all other related activity under the permit holder's license or permit must occur indoors. The facility's operation and design shall minimize any impact to adjacent uses, including the control of any odor by maintaining and operating an air filtration system so that no odor is detectable outside of the permitted premises.
- f. All necessary building, electrical, plumbing, and mechanical permits and inspections must be obtained for any part of the permitted premises.
- g. The permit holder, owner and operator of the facility shall use lawful methods in controlling waste or by-products from any activities allowed under the license or permit.
- h. All signage from the previous tenant must be removed prior to the issuance of a Certificate of Occupancy.



SUP-051

Justin Moore / Hall Estill
320 South Boston
Suite 200
Tulsa, OK 74103-3706

CITY OF SAPULPA MAP PRODUCTS

These map products and all underlying data were developed for use by the City of Sapulpa for its internal purposes only, and were not designed or intended for general use by members of the public. The City makes no representation or warranty as to its accuracy, timeliness, or completeness, and to particular, its accuracy in labeling or displaying lot size of property boundaries, or placement or location of any map features thereon.

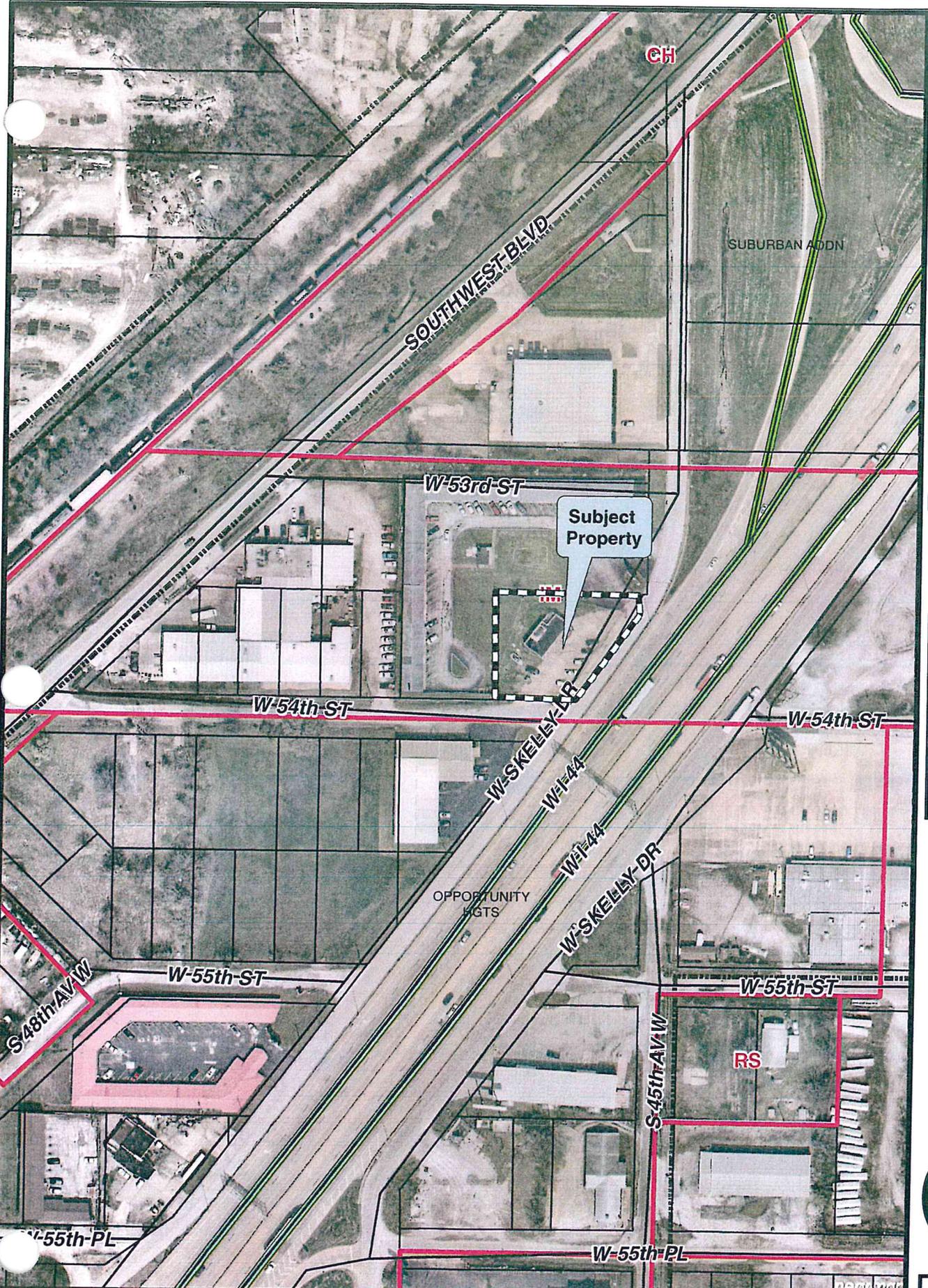
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Legend

-  Zoning
-  Subject Property
-  City Limits
-  Parcels
-  Highways
-  Roads & Streets
-  Railroads



Subject Property

Property Description

Property located in Sec. 33-T18NE1R12E
Tulsa, OK 74107 Tulsa County, Oklahoma
See case file for full legal description



Map Prepared by:
City of Sapulpa
Date: 11/18/2019

Source Data:
Creek County Assessors

SUP-051

Justin Moore / Hall Estil
320 South Bostor
Suite 20C
Tulsa, OK 74103-3706

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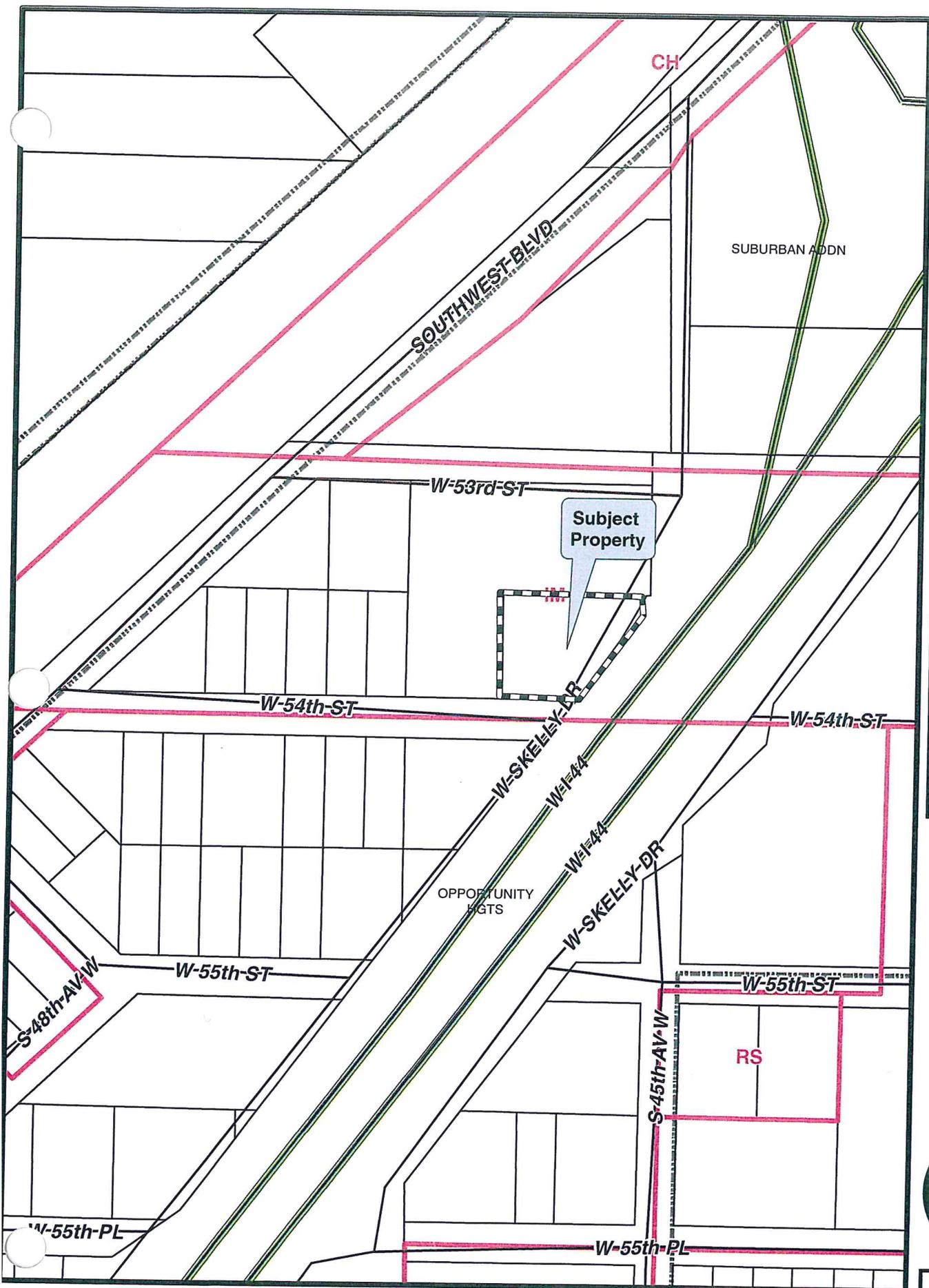
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Legend

- Zoning
- Subject Property
- City Limits
- Parcels
- Highways
- Roads & Streets
- Railroads



Property Description

Property located in Sec. 33-T18NE1R12E
Tulsa, OK 74107 Tulsa County, Oklahoma
See case file for full legal description



Map Prepared by:
City of Sapulpa
Date: 11/18/2019

Source Data:
Creek County Assessors



FLUM-red
IM



City of Sapulpa, Oklahoma
Urban Development Department
Specific Use Permit Application
(SUP)

Sapulpa Planning Commission (SPC)

For Office Use
Date Application Submitted 11/14/19 Received by B.B. Complete? Yes or No
Date of Public Hearing 12/17/19 Case Number SUP-051 Approved? Yes or No

Applicant: Justin Moore c/o Hall Estill Phone: (918) 594-0810

Billing Address: 300 South Boston Avenue, Suite 200, Tulsa, OK 74103

Owner: (if different**) Tulsa Properties No. 8 LLC Phone: _____

Address: 5380 West Kelly Drive Zoning: IM S-T-R: _____

Lot: 4 Block: 9 Subdivision: Opportunity Heights Addition

**Does the Applicant have permission from the Owner to request a Specific Use Permit? Y or N

=====

The following items must be submitted as part of the application packet for a Specific Use Permit (SUP):

- Site Plan – A site plan shall consist of drawing(s) containing: ✓
 - A north arrow;
 - Proposed location of structures, off-street parking, and open space;
 - Dimensions of buildings and other structures;
 - Distances between existing and proposed structures, as well as setback dimensions;
 - Proposed location of buffer areas, screening, and landscaping; and
 - Sufficient surrounding area to demonstrate the relationship to adjoining uses.
- Filed Deed of ownership with the Book & Page stamp from the County Clerk ✓
- A signed and sealed 300' property ownership list from a Certified Abstract company (3 sets of labels) ✓
- Any additional information required by staff to aid the Sapulpa Planning Commission (SPC) in making a recommendation to the Sapulpa City Council (CC) – renderings, photos, color swatches, etc.
- A check payable to the City of Sapulpa (no cash or money orders) at the time of application ✓
- The completed and signed*** copy of this application ✓

A. Subject Property

- 1. Size in Acres or Square Feet: 1,400 sq. ft. 2. Current Use: NO current use: abandoned property
- 3. Frontage Road (Street): Skelly Drive
- 4. Identify structures and improvements on the property: N/A; existing building on property.
- 5. City Water: Yes No 6. City Sewer: Yes No 7. Basin (if applicable): N/A

B. Adjoining Property

- 1. Provide approximate distances from structures on adjacent lots to the property lines: North: approx. 50 ft; East: approx. 50 ft; south: approx. 90 ft; West: approx. 80 ft.
- 2. Identify adjacent and surrounding land uses: Hotel, Cafeteria supply store

C. Specific Use Permit Request

As provided by O.S. §11-43-113, the utilization of the Specific Use Permit process is designed to address land uses, which because of the specialized nature of the use, may dominate the area in which such uses are proposed to be located.

- 1. Describe the proposed Specific Use as it pertains to your property: Dispensary and grow of medical marijuana.
- 2. Describe any benefits to the adjacent properties or to the City: Creating more jobs and retail interest to the area.
- 3. Explain how the subject property is well suited for proposed Specific Use. (e.g. advantages such as topography, soil, drainage, access, proximity to populated commercial/residential areas, etc.): Proximity to populated commercial areas.
- 4. Explain how the proposed Specific Use may affect the road system serving your area: No adverse affect.
- 5. Provide the number of additional daily traffic counts the Specific Use may produce: 50-75

6. If there are increases in traffic, what traffic control measures are proposed? None needed.

7. How could the proposed Special Use be detrimental to properties in the vicinity? No detrimental affects to properties in the vicinity.

8. Explain what measures are proposed to minimize any adverse effects: proper security measures implemented on the facility.

[Signature] 11-12-2019

ADDITIONAL INFORMATION FOR SPECIFIC USE PERMITS (SUP) – Please Read

- Staff will not accept an incomplete SUP application packet. The application, supporting documentation, and fees must be delivered to the Urban Development offices at least 30 days prior to the next scheduled SPC meeting.
- The City Council (CC) reviews and discusses the SUP request and the recommendation from the SPC. The CC may approve as recommended, approve with amended conditions, or deny an SUP application.
- A person knowledgeable of the application and the property must attend the meetings to represent the application.
- The approval of a Specific Use Permit does not in any way negate or circumvent the other requirements of development as stated in the City Codes. If approved, the SUP may require meeting(s) with the Technical Advisory Committee (TAC). Additional permits will be required prior to construction.
- Unless otherwise indicated, the Sapulpa Planning Commission (SPC) meets the 4th Tuesday of each month at 5:30 p.m. in the City Council Chambers
- You may contact the Urban Development Department at 918-248-5918

Master fee schedule for Specific Use Permit applications within the city limits of Sapulpa, Oklahoma.

BASE APPLICATION FEE **\$170.00**
 NOTICE PREPARATION **\$30.00** flat fee
 300' or 1320' MAILING LIST **\$6.xx** for each name on list (postage – certified mail with return)

NEWSPAPER PUBLICATION* *Sapulpa Legal News will bill the applicant directly

For Office Use

Application Fees	Totals
Base Application Fee	\$170.00
Notice Preparation	\$30.00
Property Owners Mailing & Postage \$6.** x <u>9</u>	\$ <u>54.46</u>
Total Amount Due	\$ <u>254.46</u>
	Date Paid <u>11/14/19</u>
	Check No. <u>284819</u>

*****A signature acknowledges that the information provided on the application is accurate and as well as an understanding of the required documentation for processing a Specific Use Permit application.**



 Signature

11-12-2019

 Date

3 Buds Dispensary, Inc.
Security Plan

1. Security surveillance cameras are installed to monitor all entrances, along with the interior and exterior of the premises. The location of the premises' security surveillance cameras is demonstrated in the Site Plan.

2. The premises is outfitted with a professionally monitored and operated alarm system. The alarm system is professionally monitored and operated twenty-four (24) hours a day, seven (7) days a week.

3. A locking safe is permanently affixed to the premises. The location of the premises' safe is demonstrated in the Site Plan. All marijuana and cash remaining in the facility overnight will be stored in the safe.

4. All marijuana, in any form whatsoever, will be kept in a secure manner and will not be visible from outside the premises, nor will it be grown, processed, exchanged, displayed or dispensed outside of the permitted premises.

5. All security recordings will be preserved, at a minimum, of seven (7) days by the premises and shall be readily available for the inspection of any law enforcement officer upon request for same.

4298059.1:006442:00001

- on site Security

ADT Security Services

Property Address:
5380 W. Skelly Dr.
Tulsa, Oklahoma 74107

Contract signed: 11/13/2019



Quote Summary

Quote - 3 BUD'S

Preferences Help for this page About

Actions

Justin Moore (918) 728-5738
oldfullyme28@gmail.com

Status: Scheduled Quote ID: 108049246
Contract: Signed Order Type: NEW
Opportunity Name: 3 BUD'S View/Add Notes

Expiration Date: 12/13/2019 Pricing Date: 11/13/2019

Customer Edit Pricing Summary Edit

3 BUD'S One Time Charge: \$399.00 Tax: \$0.00*

Customer Number: 403095949 Site Number: 52548668
Job Number(s): 101380192 Contract Number(s): 21046500
Total: \$399.00

Bill To Address: Justin Moore
5380 W Skelly Dr
Tulsa OK 74107 US
Monthly Charge: \$51.99 Tax: \$0.00*

Total: \$51.99

Premise Address: Justin Moore
5380 W Skelly Dr
Tulsa OK 74107
*Taxes shown in Quote Summary are an estimate only; final calculation for taxes in your area will be detailed on your actual bill and comply with local tax laws

Notes (Installer)

No Notes to Display

View/Add Notes

YOUR PERSONALIZED ADT SMART & SECURE PLAN

MAND SECURITY SOLUTION

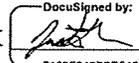
\$399.00

\$51.99



SMALL BUSINESS CONTRACT

E5400UE04

Section 1. Customer Info		
ADT LLC dba ADT Security Services ("ADT") Office Address www.MyADT.com 800.ADT.ASAP® (800.238.2727)	Business Name ("Customer" or "I" or "me" or "my") 3 BUD'S Premises' Address 5380 W. Skelly Dr. City Tulsa State OK Zip 74107 Responsible Party Name Justin Moore Tax Exempt No. _____ Tax Expire Date _____ Protected Premises' Phone (Required) (918) 728-5738	
IF FAMILIARIZATION PERIOD IS REJECTED INITIAL HERE _____ (see Paragraph B3 of the Important Terms and Conditions for explanation)		
EMAIL oldfultymc28@gmail.com		
<p>I have provided or do provide ADT with a phone number, including but not limited to a cell phone number, a number that I later convert to a cell phone number, or any number that I subsequently provide for billing and other non-solicitation purposes, I agree that ADT may contact me at this/these number(s). I also agree to receive calls and messages such as pre-recorded messages, calls and text messages from automated dialing systems at the number(s) provided. I confirm that I am the registered owner of all telephone number(s) that I have or will provide to ADT to contact me. If I have provided or do provide ADT with an email address, I agree that ADT may send me emails regarding my ADT Services or new ADT or third-party products and services. I may unsubscribe or opt out by emailing DNCcomplaint@adt.com or by calling (877) 377-7343.</p>		
<p>EQUIPMENT TO REMAIN THE PROPERTY OF ADT. All equipment installed by ADT pursuant to this Contract shall be owned by ADT unless ADT has agreed in writing to give me ownership of the equipment. ADT has the right upon termination of this Contract to remove or disable any or all of the equipment owned by ADT, in which case I will not be able to use the equipment for any purpose. If the ADT-owned equipment includes a base alarm control unit, associated keypad or touchscreen, digital video recorder (DVR), network video recorder (NVR) or similar recording device, I will return it upon termination of this Contract as directed by ADT or I will be required to pay an unreturned equipment fee. See Paragraph A.3 of the Important Terms and Conditions for more information.</p>		
<p>I acknowledge and agree to each of the following: (A) This Contract consists of eight (8) pages. Before signing this Contract, I have read, understand and agree to each and every term of this Contract, including but not limited to Paragraphs C and E of the Important Terms and Conditions. (B) THE INITIAL TERM OF THIS CONTRACT IS THREE (3) YEARS. THIS CONTRACT AUTORENEWES FOR SUCCESSIVE ONE (1) YEAR RENEWAL TERMS UNLESS TERMINATED AT LEAST 30 DAYS BEFORE THE RENEWAL DATE - SEE PARAGRAPH C.2 OF THE IMPORTANT TERMS AND CONDITIONS. (C) ADT has explained to me the full range of equipment and services that ADT can provide to me. Additional equipment and services over those identified in this Contract are available and may be purchased from ADT at an additional cost to me. I have selected and purchased only the equipment and services identified in this Contract. (D) No alarm system can provide complete protection or guarantee prevention of loss or injury. Fires, floods, burglaries, robberies, medical problems and other incidents are unpredictable and cannot always be detected or prevented by an alarm system. Human error is always possible, and the response time of police, fire and medical emergency personnel is outside the control of ADT. ADT may not receive alarm signals if communications or power is interrupted for any reason. (E) ADT recommends that I manually test the alarm system monthly and any time I change telephone service, by calling 800.ADT.ASAP. (F) This Contract requires final approval by an ADT authorized manager before ADT may provide any equipment or services, and if approval is denied, then this contract will be terminated, and ADT's only obligation will be to notify me of such termination and refund any amounts I paid in advance.</p>		
ADT Representative Charles Nordquist	Rep. License No. (If Required) _____	Rep. ID No. 125272
Customer's Approval: Original Signature Required		
X  DocuSigned by: 7162F8197CE546F...		11/13/2019



SMALL BUSINESS CONTRACT

E5400UE04

Section 2. Services to be Provided		
Alarm Monitoring and Notification Services	Monthly Service Charge	Monthly Service Charge
Burglary (BA)		On Site Services
Hold-up (HUA)		Guard Response: <input type="checkbox"/> Interior <input type="checkbox"/> Exterior
ADT Interactive Solution Services	\$ 44.99	Other
Two-way voice		Total Monthly Service Charge
Critical Condition Monitoring (CCM) <input type="checkbox"/> Flood <input type="checkbox"/> Temperature		\$51.99
Parallel Protection / Cellguard		Initial Fee
Access Control		Municipal Electrical / Installation Permit Fee
Video Verification Services		Customer to obtain and pay for municipal alarm use permit if permit fee not paid to ADT and indicated in the opposite column. Failure to obtain and provide ADT with the municipal alarm use permit registration number could result in no municipal fire/police response to an alarm from the premises and/or a fine.
Onsite Video Services		Y
Cloud Managed Video Services		One Time Alarm System Registration Fee
Other Services		Admin Fee
Quality Service Plan (QSP)	\$7.00	Other <u>Police Permit</u>
		Installation Price
		\$399.00
		Taxable Amount (Leave blank if Owned By ADT)
Preventative Maintenance/Inspections Per Year <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 6 <input type="checkbox"/> 12		Non-Taxable Amount (Leave blank if Owned By ADT)
Training		Connection/Activation Fee
Direct Connection Services		\$0.00
Monthly Recurring Municipal Alarm Permit Fee (Subject to change based on local law)		Sales Tax on Installation*
		Total Installation Charge
		\$399.00
		Trip Charge Received
		Installation Deposit Received: 100% deposit required < \$500 Minimum 50% deposit required \$500+
		Balance Due
		\$399.00
*The tax shown above for Taxable Amount and Sales Tax on Installation is only an estimate; the final amount will be calculated and detailed on your bill.		Security Deposit (see paragraph C.1.C of the Important Terms and Conditions)

By signing this Contract, I authorize ADT to withdraw from my bank account and/or charge my credit/debit card provided to ADT through an Automated Clearing House ("ACH") for (i) Service Charges and Installation Charges as indicated below, (ii) Contract Termination Charges (see Paragraph C(2), Term and Payments, of the Important Terms and Conditions) and (iii) all other charges and amounts for which Customer is liable under this Contract:

- (X) Service Charges (if no billing period oval is filled, my recurring service charges will be charged monthly)
 () Annually () Semi-Annually () Quarterly (X) Monthly
- (X) Installation Charges

This authorization to withdraw from my bank account and/or charge my credit/debit card will remain in effect until the termination date of this Contract or until I cancel this Contract, whichever occurs first. I may revoke this authorization only by notifying ADT and my bank or credit card company at least 10 business days before the scheduled debit or charge. I agree to notify ADT of any other changes in my account information at least 15 days prior to the next billing date. If the date or amount of the withdrawal changes, or if Contract Termination Charges apply, ADT will notify me at least 15 days prior to the payment being collected. If a payment date falls on a weekend or holiday, payment may be executed on the next business day. Charges may be applied to my account each month as early as the transaction date. If an ACH transaction is rejected for non-sufficient funds (NSF), ADT may attempt to process the charge again within 30 days, and an NSF charge may apply. The origination of ACH transactions to my account must comply with the provisions of U.S. law. I am an authorized user of the bank account or credit card account provided to ADT for payment of charges under this Contract, and I will not dispute payments under this Contract from this account with my credit card company or bank so long as the amount corresponds to the terms of this Contract.



SMALL BUSINESS CONTRACT

E5400UE04

NOTES

Job Notes: Customer is paying install and first month at time of install November 22nd. Will have his debit card for this business on file.

IMPORTANT TERMS AND CONDITIONS

A. EQUIPMENT.

1. **Equipment.** The equipment and accessories specified on the Order Details attached to this Contract (including subsequent additions, replacements and replacement parts) are referred to collectively as the "Equipment."

2. **Shipping.** All Equipment orders requiring shipping will be shipped FOB ADT's or its supplier's facilities. Customer will pay all expenses, including insurance, for handling and transporting the Equipment from and to such facilities and plans for any reason other than ADT error in which event return of Equipment must be pursuant to an ADT Return Merchandise Authorization or ADT's return or replacement of the Equipment without charge to Customer pursuant to warranty coverage or Quality Service Plan ("QSP").

3. **Ownership of Equipment.** If "Customer-Owned" is indicated on the Order Details accompanying this Contract, the Equipment will become the property of Customer upon payment of the Total Installation Charge indicated on page two (2). Otherwise, the equipment will remain property of ADT, as indicated on page one (1). ADT-owned Equipment installed pursuant to this Contract may be new or refurbished. ADT may remove or, upon written notice to Customer, abandon in whole or in part, all ADT-owned devices, instruments, appliances, cabinets, wiring cable and other materials associated with the Equipment, upon termination of this Contract, without obligation to repair or redecorate any portion of Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of ADT to collect any charges that have been accrued or may be accrued hereunder. ADT shall have no liability for loss due to water intrusion, mold, fungi, wet or dry rot or bacteria. If the ADT-owned Equipment provided under this Contract includes a base alarm control unit and associated keypad(s) or touchscreens or digital video recorders (DVRs), network video recorders (NVRs) or similar recording devices, Customer agrees to return such equipment undamaged to ADT upon termination of this Contract. If Customer refuses or fails to return such equipment undamaged within 20 days after the date of termination of this Contract, Customer agrees to pay ADT an Unreturned Equipment Fee in the amount of \$125 for each base alarm control unit, \$25 for each keypad or touchscreen and \$200 for each DVR, NVR or similar recording device.

4. **Authority.** Customer warrants that it: (a) has requested the Equipment specified in this Contract for its own use and not for the benefit of any third party; (b) owns the premises in which the Equipment is being installed or has been expressly authorized by the owner of the property to engage ADT to carry out the installation in the premises; and (c) will comply with all laws, codes and regulations pertaining to the use of the Equipment services.

5. **Customer Acceptance.** Customer acknowledges that: (a) ADT has explained the full range of protection, equipment and services available; and, (b) additional protection over and above that provided herein is available from ADT, however; Customer desires and has contracted for only the Equipment and/or service(s) itemized in this Contract.

6. **Communication Facilities. (a) Authorization.** ADT may make requests for information, service or equipment in any respect on behalf of Customer to a telephone company, wireless carrier or other entity providing communication facilities or services for transmission of signals (the "Communication Authorization") under this Contract. Customer agrees that such telephone company's, wireless carrier's or other entity's liability is limited to the same extent ADT's liability is limited in Paragraph E of this Contract. **(b) Digital Communicator.** If a Digital Communicator is used to connect to ADT's Customer Monitoring Center ("CMC"), Customer will provide a connection through a telephone jack to a telephone service as may be required to operate the ADT alarm system or Equipment to provide the service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the ADT alarm control panel. ADT will provide such connection at Customer's request and expense. **(c) ADT WILL NOT RECEIVE ALARM SIGNALS WHEN THE COMMUNICATION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S COMMUNICATION MODE FOR ANY REASON.** If ADT determines, in its sole discretion, that Customer's communication mode is or later becomes non-compatible, or if Customer changes to another communication mode that is non-compatible, then ADT requires that Customer use an alternate mode of communication acceptable to ADT as the method to connect the alarm system to ADT's CMC. Transmission of fire alarm signals by means other than a traditional telephone line may not be in compliance with applicable fire alarm or other standards or codes, and it is solely Customer's obligation to comply with such standards and codes. If the alarm system has a line cut feature, it may not always be able to detect if Customer's communication line is cut or interrupted. ADT recommends that Customer test the alarm system monthly, even though a successful test of the alarm system does not guarantee that ADT will receive alarm signals from the system in the future.

7. **Battery-Powered Devices; Wireless Devices.** Customer understands that all battery-powered motion detectors, smoke detectors, door and window contact transmitters and other detection sensors installed or monitored by ADT are not connected to the electrical system of Customer's premises and require batteries to operate. THESE BATTERY-POWERED DETECTION SENSORS WILL NOT OPERATE AND THE ALARM WILL NOT SOUND IF THE BATTERIES ARE LOW OR DEAD. It is Customer's sole responsibility to maintain and replace these batteries. ADT also recommends that Customer regularly inspect the sensors for dirt and dust buildup and test the sensors weekly to help maintain continued operation. ADT also recommends that Customer carefully read and follow the owner's manual instructions and warnings for all equipment. Customer understands and agrees that wireless devices, including but not limited to wireless motion detectors, door and window contacts, smoke detectors, wireless key FOB devices and other wireless devices installed by ADT will not communicate with the alarm system and THE ALARM SYSTEM WILL NOT FUNCTION IF WIRELESS COMMUNICATION FOR THE DEVICES IS IMPAIRED. THESE WIRELESS DEVICES MAY OR MAY NOT USE ENCRYPTION AND/OR AUTHENTICATION TECHNOLOGY AND ARE VULNERABLE TO INTENTIONAL OR UNINTENTIONAL INTERRUPTION, INTERCEPTION, CORRUPTION AND TAMPERING. Customer acknowledges that it is possible for persons with criminal intent to reduce the effectiveness of the alarm system, including intercepting or hacking the wireless signals of the ADT equipment.

8. **SMOKE, HEAT AND CARBON MONOXIDE DETECTORS.** The number and placement of smoke, heat and/or carbon monoxide detectors installed by ADT or connected to Customer's alarm system are supplemental and may not fulfill the requirements of applicable fire and/or building codes or standards, including standards issued by Underwriters' Laboratories, Inc. or the National Fire Protection Association. The Customer controls its premises and has the sole responsibility for complying with any and all building and/or fire codes, laws and standards that may apply to the installation, placement, monitoring and maintenance of smoke, heat and carbon monoxide detectors within Customer's premises. SMOKE AND CARBON MONOXIDE DETECTORS CONNECTED TO AN ELECTRICAL POWER SOURCE WILL NOT OPERATE, THE ALARM WILL NOT SOUND AND THE ALARM SIGNAL WILL NOT BE TRANSMITTED WHEN: THE ELECTRICITY IS CUT OFF, THE BACK-UP BATTERY, IF INCLUDED, IS LOW OR DEAD. Smoke and carbon monoxide detectors have limited useful lives, after which time they will not function. It is Customer's sole responsibility to monitor and replace all detectors before or at the end of their useful lives.

9. **SERVICES.** ADT agrees to provide the services indicated on page two (2), which may include any of the following ("Services"):

1. **Installation Services.** As applicable, ADT agrees to install the Equipment, specified on the attached Order Details in a workmanlike manner, including all supplies and necessary labor to install the Equipment in accordance with this Contract and any applicable manufacturer specifications. ADT shall not be responsible for any delays in the delivery of Services, beyond its reasonable control. Installation Charges are based on ADT performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. Customer agrees to comply with and ensure that Customer's premises comply with all applicable laws, codes or rules at all times during the term of this Contract.

2. **Alarm Monitoring and Notification Service.** If Customer has purchased Alarm Monitoring and Notification Service and an alarm signal registers at ADT's CMC, ADT may, in its sole discretion, endeavor to contact the designated representative of Customer and/or the Customer's premises to confirm that the alarm is not false. If ADT fails to reach the designated representative of Customer or the Customer's premises, or if ADT questions the response it receives upon contact with Customer's designated representative, then (A) ADT will endeavor to notify the appropriate police department or fire department or, (B) if Guard Response service is provided and an alarm requires police response, ADT will endeavor to dispatch a Guard to investigate the alarm in accordance with Section B.7 below. If a supervisory signal or trouble signal registers at ADT's CMC, ADT shall endeavor to notify the designated representative of Customer. ADT may use an automated calling device to deliver such notification. Customer understands that local laws, codes, and policies may restrict ADT's ability to provide the alarm monitoring and notification services described in this Contract and/or necessitate modified or additional services with additional charges to Customer. Customer understands that ADT employs a number of industry recognized measures to help reduce occurrences of false alarms. These measures include, but are not limited to, implementation of default settings on alarm panels and various procedures at ADT's CMC to determine when and how to respond, if at all, to certain alarm events. Customer consents to ADT's use of these measures. Florida law requires alarm verification before ADT can contact a law enforcement agency for alarm dispatch. Customers both using the protected premise restore firearms or ammunition and holding a valid federal firearms license as a manufacturer, importer, or dealer of firearms ammunition may opt out of the alarm verification process by contacting ADT at 800.238.2727.

3. **Familiarization Period.** If Customer has not rejected a 5-day "Familiarization Period" following installation for Customer to become familiar with the operation of the alarm system ("System"), then during this Familiarization Period Customer agrees that in the event any signal (including an alarm signal) of any nature registers at ADT's CMC, ADT shall not respond to any signals, endeavor to notify the authorities, endeavor to notify Customer or Customer's designated representative or undertake any other action with regard to any signal, whether or not due to an actual emergency event.

4. **Alarm Verification Service.** If alarm verification service is being furnished, it is mutually understood and agreed that Equipment is being installed that, as to certain locations in the premises, will require the activation of two sensing devices, or a second activation of a single alarm sensor, or a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted. Customer shall assume full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting Equipment at Customer's premises. Customer represents that any vault to be protected by ADT hereunder by sound or vibration detector systems has the minimum construction characteristics prescribed by Underwriters' Laboratories, Inc. Customer agrees to test the electronic Equipment designated prior to arming the System, according to procedures prescribed by ADT, and to notify ADT promptly if such Equipment fails to respond to the test.

5. **Warranty Service.** Any part of the System (whether ADT owned or Customer-owned), including the wiring, installed under this Contract that proves to be defective in material or workmanship within ninety (90) days of the date of completion of installation will be repaired or replaced at ADT's option with a new or functionally operative part. Labor and material required to repair or replace such defective components will be free of charge for a period of ninety (90) days following the completion of the original installation. This Warranty does not apply to the "Conditions Not Covered by Warranty" listed below (the "Conditions") and if Customer calls ADT for service under the Warranty and upon inspection by ADT's representative it is found that one of these Conditions has led to the inoperability or apparent inoperability of the System, a charge will be made for the service call of ADT's representative whether or not he or she actually works on the System. Should it actually be necessary to make repairs to the System due to one of the Conditions, a charge will be made for such work at ADT's then-applicable rates for labor and material. Service will be furnished by ADT during ADT's normal working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays. Conditions Not Covered by Warranty: (a) Damage or extra service time resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorist acts, war, alterations, misuse, tampering or abuse; adjustments, repairs or maintenance not done by ADT, or from parts, accessories, attachments or other devices not furnished by ADT; (b) Customer's improper operation per instructions; (c) Adjustments necessitated by video camera misalignment, wallpaper monitor brightness and contrast tuning dials, or inadequate lighting on viewing area; (d) Trouble due to interruption of commercial power to the phone service or use of Non-Traditional Telephone Service; (e) Battery failure; (f) Devices designed to fail in protecting the System such as, but not limited to, fuse and circuit breakers; (g) System changes requested by Customer; and (h) any failure by Customer to keep Customer's premises in compliance with any applicable codes, regulations or laws.

Important Terms and Conditions (continued)

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING ADT'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. SOME STATES MAY NOT ALLOW THE PARTIES TO A CONTRACT TO LIMIT THE LENGTH OF AN IMPLIED WARRANTY. THE LAWS OF THE STATE WHERE THIS CONTRACT WAS SIGNED WILL DETERMINE WHETHER THESE LIMITATIONS AND EXCLUSIONS APPLY.

6. **Maintenance Service/Quality Service Plan ("QSP").** If Customer has purchased Maintenance Service, or QSP, on any of the Equipment, ADT will, upon Customer's request, provide ordinary maintenance and repair of the covered Equipment due to normal wear and tear and bear the expense thereof. After the Initial Term of this Contract, Customer will be charged a non-refundable trip fee in the amount of \$25 for each service call booking for an ADT technician to attend Customer's premises for QSP service. No trip fees will be charged if this Contract has been renewed for a term greater than 1 year. ADT has the right to increase the QSP trip fee at any time upon notice to Customer. The expense of all extraordinary maintenance and repair due to alterations in Customer's premises, alterations of the System made at the request of Customer, or made necessary by changes in Customer's premises, damage to the premises or to the System, or in any cause beyond the control of ADT, shall be borne by Customer. Customer agrees to furnish any necessary electric current through Customer's meter and at Customer's own expense with an outlet within 10 feet of the ADT Control Panel. It is mutually agreed that the work of installation and ADT's repairs of the System shall be performed during ADT's normal working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays.

7. **EXCLUSIONS.** Maintenance on the following devices will be provided only on a time and material basis: (1) window foil, (2) security screens, (3) exterior-mounted devices, (4) PROM (Programmable Read Only Memory), (5) Equipment subject to the Conditions Not Covered by Warranty listed in Paragraph B.5 above, (6) batteries, and (7) computer hardware, software or computer networks.

8. It is understood and agreed that ADT's obligation relates to the maintenance solely of the specific Equipment covered under the Maintenance Service Contract, and that ADT is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices of Customer or of others not installed by ADT. If not contracted for before the expiration of the Warranty, ADT will enter into a Maintenance Service Contract only after inspecting the System and making any necessary repairs or replacements to the System at a charge to Customer for labor and/or material at ADT's then-prevailing rates.

9. **INSPECTIONS.** ADT will provide the number of inspections of the System only as specified in this Contract, and such inspections shall be performed during ADT's normal working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays and subject to "EXCLUSIONS" set forth in this Section above for maintenance.

10. **Guard Response Service.** If Guard Response Service is being furnished under this Contract, the service provided shall be according to the level selected as follows: Level 1 - Exterior Investigation: Upon receipt of a burglar alarm signal from Customer's premises, ADT, in addition to notifying the police department as indicated above, will endeavor to notify Customer's designated representative and also endeavor to dispatch a representative to Customer's premises. The representative will make an investigation of the exterior of the premises from his or her vehicle. At the conclusion of the representative's investigation, ADT will notify Customer's designated representative of the results of the investigation.

11. If Customer requests that the ADT representative remain at the premises pending Customer's arrival, and ADT agrees to comply, Customer will be charged at ADT's then current rate for such services.

12. The annual service charge for Guard Response entitles Customer to three (3) calls to Customer's premises per year after which Customer will be charged for each subsequent call at ADT's then prevailing rates.

13. **Video Verification.** If Video Verification is being furnished under this Contract, Customer agrees and understands that ADT will access and view Customer's images and other data captured by the equipment and endeavor to use said images and other data to provide visual verification of an alarm event. Further, Customer understands and acknowledges the inherent limitations associated with visual verification, including without limitation: (i) inadequate illumination of viewing area; (ii) physical obstructions in the field of view of the video camera and (iii) inadequate receipt, clarity, placement or quality of the images. ADT does not guarantee that viewing the images captured by the equipment will result in effective visual verification of events requiring alarm response. Customer assumes full responsibility for: (a) the placement, direction and presence of equipment; (b) transmission, transfer or other use of any images or other data captured by the equipment; (c) the manner of use of the equipment or data captured by the equipment; (d) complying with all applicable laws, rules, regulations and ordinances in connection with the use and operation of the equipment.

14. **ADT Select -** If purchased by Customer, ADT Select will allow Customer to view their monitoring account activity online.

C. TERM and PAYMENTS.

1. **A. Installation Charges.** Customer agrees to pay ADT the Total Installation Charges, detailed on page two (2) of this Contract, plus any applicable sales tax as a precondition to activation of the Equipment and/or System and, if applicable, connection to ADT's CMC or any other Services.

2. **B. Cancelled Installation.** There may be a service charge to Customer for cancelled installation service appointments if Customer cancels less than 24 hours prior to dispatch, or if ADT's representative is sent to Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components.

3. **C. Security Deposit.** ADT may require Customer to pay a refundable security deposit (i) before installation of the equipment and commencement of services or (ii) at any time to continue services if Customer fails to pay any amounts when they are due. If Customer services are terminated or ADT is otherwise required by law to refund the security deposit, ADT shall within forty-five (45) days or as otherwise specified by applicable law return the security deposit (without interest) minus any amounts owed by Customer to ADT under this Contract (including without limitation, any Unreturned Equipment Fees, Contract Termination Charges, false alarm fines or unpaid Service or Installation Charges). ADT may, in its discretion, return all or a portion of the security deposit to Customer prior to termination of Customer's ADT service (without interest).

4. **Term and Payments.** For the Service(s) provided under this Contract, Customer agrees to pay, in advance, the Total Monthly Service Charge detailed on page two (2) of this Contract, plus applicable state and/or local taxes, for three (3) years (the "Initial Term") and agrees that ADT has relied on Customer's three (3) years' commitment in deciding to enter into this Contract. The Initial Term shall begin on the date such Service is operative under this Contract. After the Initial Term, this Contract shall automatically renew on an annual basis (each a "Renewal Term") unless terminated by either party upon written notice at least 30 days prior to the anniversary date. Customer may terminate service by calling ADT at 800.327.4348. If Customer fails to pay any amounts when due under this Contract, ADT shall have the right to charge Customer a late fee and/or interest on the unpaid amount. If Customer terminates the Contract during its Initial Term or a Renewal Term, termination will be effective at the end of the subsequent monthly billing period following receipt of Customer's termination notice. Additionally, if Customer terminates this Contract during its Initial Term or a Renewal Term, or if ADT cancels this Contract during its Initial Term or a Renewal Term for a reason set forth in Paragraph C(4)(b) below, Customer agrees to pay, in addition to any outstanding fees and charges for Service(s) rendered prior to termination, 90% of the Service Charge(s) remaining to be paid for the unexpired term of the Contract as an alternative to Customer having to pay the full remaining charge(s). This amount is a contract termination charge and is not a penalty. ADT shall have the right to reverse Annual Service Charge(s) after one (1) year. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication or signal transmission company such as false alarm, permitting or connection fees, or fees related to reprogramming alarm controls or other devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Contract.

5. **Fees and Permits.** If ADT is required to obtain any local permit or license to enable it to install the Equipment at Customer's site, Customer will reimburse ADT for any related fees or charges.

6. **Cancellation.** (a) ADT may cancel this Contract and discontinue any Service(s) if: (i) ADT's CMC is substantially damaged by fire or catastrophe or if ADT is unable to obtain any connections or privileges required to transmit signals between Customer's premises, ADT's CMC or the municipal fire or police department or other first responder; (ii) Customer fails to follow ADT's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or Maintenance Service/QSP; (iii) Customer's failure to follow the operating instructions provided by ADT results in an undue number of false alarms or System malfunction; or (iv) in ADT's sole opinion, the premises in which the System is installed are unsafe, unsuitable or so modified or altered after installation as to render continuation of Service(s) impractical or impossible. Under these situations described immediately above, ADT will not be liable for any damages or subject to any penalty as a result of any such cancellation, nor will ADT assess contract termination charges as described in Paragraph C(2) above. (b) If Customer fails to pay amounts when due, changes to a telephone communications service unsuitable for alarm signal transmission or fails to comply with any other obligation under this Contract, ADT may cancel this Contract and assess contract termination charges as described in Paragraph C(2) above. Customer agrees to pay all costs, expenses and fees of ADT's enforcement of this Contract, including collection expenses, court costs and attorneys' fees (except in California, where both parties to this Contract agree to bear their own court costs and attorneys' fees). Further, if ADT terminates this Contract due to Customer's failure to honor any term of this Contract and ADT has incurred costs before payment in full is received for all Installation Charges, ADT may deduct its costs from any deposit Customer provides to ADT, in addition to any other legal remedy available.

D. CUSTOMER RESPONSIBILITIES. Customer agrees to provide and be obligated by the following:

1. **Site Preparation, Intrusion and Restoration.** Customer will provide electrical power and materials necessary for supplying high voltage power to the Equipment in accordance with ADT's specifications, telephone connections, network drops and any required conduit, wiremaid or other raceway unless otherwise noted herein. Customer shall also be responsible for any required IP address assignments and additional network software licensing. The installation of Equipment may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. ADT shall not be responsible for any expenses related to patching, floor or wall finishing, or paint, the carpet or wallpaper matching, restoration or replacement resulting from installation or service of the Equipment. ADT will not be responsible for degradation of the Equipment performance caused by interfering electrical emissions generated from the operation of auxiliary equipment or fixtures at or near Customer's location. ADT will not be liable for any loss, damage or injury to the Equipment, Customer, its employees or agents or any other person caused by the use of non-conforming supplies, components or replacement parts. ADT will not be required to make any adjustment, replacement or repair under any applicable warranty or QSP coverage if Customer uses non-conforming supplies, components or replacement parts in conjunction with the Equipment.

2. **Special Equipment Requirements.** If Customer requires installation or service of Equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at Customer site require special equipment for installation or service, Customer will either provide such equipment or will reimburse ADT for any applicable charges or fees.

3. **Video Equipment.** (a) **Equipment Requirements.** Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s) and (ii) the appropriate space for monitors and any recorders. (b) **Audio Monitoring/Recording.** Certain laws may limit or prohibit the use of video with audio. If Customer elects to install video with audio on its premises, Customer also accepts the responsibility of knowing and fully complying with all applicable laws.

Important Terms and Conditions (continued)

4. **Equipment Software.** Any software provided with the Equipment or in connection with the Services is proprietary to ADT and/or ADT's suppliers) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the software or source code to any third parties, (b) duplicate, reproduce or copy all or any part of the software or (c) use the software on equipment other than with the designated Equipment with which it was furnished. A separate Software License Agreement or End User License Agreement between Customer and ADT and/or the software publisher may be required to use the software and/or obtain updates' upgrades.

5. **Ownership and Security of Equipment.** Until Customer has paid ADT in full, Customer: (a) grants to ADT a security interest in the Equipment and all proceeds thereof, (b) will not (i) assign, transfer, pledge, encumber, lease or relinquish possession or control of the Equipment, (ii) make or cause to be made any alteration, attachment or repair to the Equipment other than by ADT, or (iii) remove the Equipment from the installed location; (c) will bear all risk of damage to, or loss or theft of, the Equipment while it is in Customer's possession or control, and (d) will hold the Equipment as personal property and not cause or permit any Equipment to be permanently affixed to any real property.

6. **Customer Responsibility for Equipment.** Because of the inherent possibilities of human error, mechanical and electrical defects, maladjustments and breakdowns, ADT cannot and does not guarantee or warrant the proper or effective working of the video and audio equipment at all times. Customer shall be responsible for providing that the camera(s) have an unobstructed view and the microphone(s) have unobstructed audio reception of Customer's premises. This service may include the recording of video during connection to the ADT CMC and may include audio recording from site during contracted periods. Customer acknowledges this recording will be done and agrees to fully and conspicuously notify their on-site personnel, employees and any other person on Customer's premises of this fact by legible signs and other approved communications. CUSTOMER SHALL INDEMNIFY AND SAVE HARMLESS, AND AT ITS OWN COST AND EXPENSE DEFEND ADT FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITY AND COSTS OR EXPENSE OF ANY AND EVERY KIND (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES AND COSTS) ARISING OUT OF OR BY REASON OF ANY PHOTOGRAPH OR VIDEO OR AUDIO RECORDINGS TAKEN BY EQUIPMENT SUPPLIED BY ADT OR FOR ANY REASON OUT OF THE RELEASE, REPRODUCTION, CIRCULATION, PUBLICATION OR EMPLOYMENT OF ANY SUCH PHOTOGRAPH OR VIDEO OR AUDIO RECORDINGS BY ANYONE, INCLUDING BUT NOT LIMITED TO ANY CAUSE OF ACTION FOR PERSONAL INJURY, FALSE ARREST OR IMPRISONMENT, INVASION OF PRIVACY OR MALICIOUS PROSECUTION.

7. **Transmissions: Interactive Services.** Customer acknowledges and agrees that: (a) ADT may transmit, record, store, provide and receive unencrypted data, images, emails and text messages via the Internet in the course of performing Services hereunder ("Transmissions"), including but not limited to live pictures and video of Customer's premises, (b) Customer will not be able to send or receive Transmissions or use interactive or automation services if the required Internet service is not functioning properly, and (c) ADT cannot (and does not) warrant, assure or guarantee the integrity, accuracy, confidentiality or security of any Transmission or of from any unauthorized or unexpected use, disclosure, corruption, interception or otherwise (collectively, "Security Risks"). Customer hereby assumes and releases and discharges ADT of and from all Security Risks, and any and all damages and liability therefor.

8. **Signage.** ADT may provide Customer with stickers, signs or other notices regarding the Services (collectively, "Signs"), including but not limited to Signs indicating that ADT or Customer may be remotely monitoring or recording the premises. Customer shall prominently and permanently display and affix all such Signs at and upon each premises. Notwithstanding the foregoing, Customer shall be (and remain) responsible for the sufficiency and enforceability of such Signs, whether such Signs were provided by ADT or not.

9. **Telecom Charges.** Telecom charges, both installation and ongoing, for the delivery of ADT Interactive Video Monitoring Services are the sole responsibility of the Customer.

10. **Export Control.** Customer shall not export or re-export, directly or indirectly, any: (a) product or service provided under this Contract; (b) technical data; (c) software; (d) information; or (e) items acquired under this Contract to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations, and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save harmless ADT from and against all third-party claims, liability, loss or damage (including reasonable attorneys' fees and other defense costs), assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this paragraph. The obligations contained in this paragraph shall survive the termination or expiration of this Contract.

E. LIMITATIONS ON LIABILITY.

1. ADT IS NOT AN INSURER. THE AMOUNTS ADT CHARGES CUSTOMER ARE NOT INSURANCE PREMIUMS. SUCH CHARGES ARE BASED UPON THE VALUE OF THE SERVICES, SYSTEM AND EQUIPMENT ADT PROVIDES AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY. ANY PROPERTY OF OTHERS LOCATED IN CUSTOMER'S PREMISES, OR ANY RISK OF LOSS ON CUSTOMER'S PREMISES,

2. ADT'S SERVICES, SYSTEMS AND EQUIPMENT DO NOT CAUSE AND CANNOT ELIMINATE OCCURRENCES OF THE EVENTS THEY ARE INTENDED TO DETECT OR AVERT. ADT MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM ACCORDINGLY. ADT DOES NOT UNDERTAKE ANY RISK THAT CUSTOMER'S PERSON OR PROPERTY, OR THE PERSON OR PROPERTY OF OTHERS, MAY BE SUBJECT TO INJURY OR LOSS IF SUCH AN EVENT OCCURS. THE ALLOCATION OF SUCH RISK REMAINS WITH CUSTOMER, NOT ADT. INSURANCE, IF ANY, COVERING SUCH RISK SHALL BE OBTAINED BY CUSTOMER. ADT SHALL HAVE NO LIABILITY FOR LOSS, DAMAGE OR INJURY DUE DIRECTLY OR INDIRECTLY TO EVENTS, OR THE CONSEQUENCES THEREFROM, WHICH THE SYSTEM OR SERVICES ARE INTENDED TO DETECT OR AVERT. CUSTOMER SHALL LOOK EXCLUSIVELY TO ITS INSURER AND NOT TO ADT TO PAY CUSTOMER IN THE EVENT OF ANY SUCH LOSS, DAMAGE OR INJURY. CUSTOMER RELEASES AND WAIVES FOR ITSELF AND ITS INSURER ALL SUBROGATION AND OTHER RIGHTS TO RECOVER FROM ADT ARISING AS A RESULT OF PAYING ANY CLAIM FOR LOSS, DAMAGE OR INJURY OF CUSTOMER OR ANOTHER PERSON.

3. ADT SHALL IN NO EVENT BE LIABLE TO CUSTOMER FOR INDIRECT, INCIDENTAL, COLLATERAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES SUCH AS BUT NOT LIMITED TO LOSS OF REVENUES, LOSS OF ANTICIPATED SAVINGS OR LOST PROFITS, WHETHER OR NOT FORESEEABLE, AND WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPLIED NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. IF NOTWITHSTANDING THE PROVISIONS OF THIS PARAGRAPH, ADT IS FOUND LIABLE FOR LOSS, DAMAGE OR INJURY UNDER ANY LEGAL THEORY DUE TO A FAILURE OF THE SERVICES, SYSTEM OR EQUIPMENT IN ANY RESPECT, ITS LIABILITY SHALL BE LIMITED TO A SUM EQUAL TO 10% OF THE ANNUAL SERVICE CHARGE OR \$1,000, WHICHEVER IS GREATER, AS AGREED UPON DAMAGES AND NOT AS A PENALTY, AS CUSTOMER'S SOLE REMEDY. THIS WILL BE THE SOLE REMEDY BECAUSE IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES, IF ANY, WHICH MAY RESULT FROM ADT'S FAILURE TO PERFORM ANY OF ITS OBLIGATIONS UNDER THIS CONTRACT. IF CUSTOMER REQUESTS, ADT MAY ASSUME GREATER LIABILITY BY ATTACHING A RIDER TO THIS CONTRACT STATING THE EXTENT OF ADT'S ADDITIONAL LIABILITY AND THE ADDITIONAL CHARGES CUSTOMER WILL PAY FOR ADT'S ASSUMPTION OF SUCH GREATER LIABILITY. HOWEVER, SUCH ADDITIONAL CHARGES ARE NOT INSURANCE PREMIUMS, AND ADT IS NOT AN INSURER EVEN IF IT ENTERS INTO SUCH A RIDER.

4. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY NO MATTER HOW THE LOSS, DAMAGE OR INJURY OR OTHER CONSEQUENCE OCCURS, EVEN IF DUE TO ADT'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS CONTRACT OR FROM NEGLIGENCE (ACTIVE OR OTHERWISE), STRICT LIABILITY, VIOLATION OF ANY APPLICABLE CONSUMER PROTECTION LAW OR ANY OTHER ALLEGED FAULT ON THE PART OF ADT, ITS AGENTS OR EMPLOYEES, IF ANY OTHER PERSON, INCLUDING CUSTOMER'S SUBROGATING INSURER, MAKES ANY CLAIM OR FILES ANY LAWSUIT AGAINST ADT IN ANY WAY RELATING TO (i) THE SERVICES, SYSTEM OR EQUIPMENT THAT ARE THE SUBJECTS OF THIS CONTRACT, OR (ii) ANY INACCURACIES IN ANY CUSTOMER INFORMATION, INCLUDING ANY CONTACT INFORMATION, PROVIDED BY CUSTOMER TO ADT IN ORDER FOR ADT OR ITS REPRESENTATIVES TO COMMUNICATE WITH CUSTOMER FOR ANY REASON, INCLUDING TELEPHONE CALLS, TEXT MESSAGES OR EMAILS REGARDING ADT SERVICES OR NEW ADT OR THIRD-PARTY PRODUCTS AND SERVICES, THEN CUSTOMER SHALL INDEMNIFY AND HOLD ADT HARMLESS FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS, INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.

5. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST ADT OR ITS AGENTS, EMPLOYEES, SUBSIDIARIES, AFFILIATES OR PARENTS (BOTH DIRECT AND INDIRECT) MORE THAN ONE (1) YEAR AFTER THE INCIDENT THAT RESULTED IN THE LOSS, INJURY OR DAMAGE OCCURRED, OR THE SHORTEST DURATION PERMITTED UNDER APPLICABLE LAW IF SUCH PERIOD IS GREATER THAN ONE (1) YEAR.

6. THE PROVISIONS OF THIS PARAGRAPH SHALL APPLY TO AND BENEFIT ADT AND ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBSIDIARIES, AFFILIATES, PARENTS (BOTH DIRECT AND INDIRECT) AND AFFINITY MARKETERS, IF THIS CONTRACT PROVIDES FOR A DIRECT CONNECTION TO A MUNICIPAL POLICE OR FIRE DEPARTMENT OR OTHER ORGANIZATION, THEN THAT DEPARTMENT OR OTHER ORGANIZATION MAY ALSO INVOKe THE PROVISIONS OF THIS PARAGRAPH AGAINST ANY CLAIMS DUE TO ANY FAILURE OF SUCH DEPARTMENT OR ORGANIZATION.

Important Terms and Conditions (continued)

F. ARBITRATION. ADT AND CUSTOMER AGREE THAT ANY AND ALL DISPUTES BETWEEN THEM SHALL BE GOVERNED BY THIS BINDING ARBITRATION AGREEMENT. Arbitration is a dispute-resolution process that does not involve a judge or jury. Instead, Disputes are decided by a neutral third-party arbitrator in a process that is less formal than court. As used herein, the term "Dispute" means any claim or controversy, including, but not limited to, initial claims, counterclaims, cross-claims and third-party claims, whether based in contract; tort; fraud; intentional acts; violation of any statute, code or regulation or other legal theory. The term "Dispute" shall be given the broadest possible meaning and will apply to, without limitation, all claims and controversies arising from this Agreement, sales activities, goods and services, advertisements, promotions and other statements; billing and collection practices; privacy; and any other dispute arising from Customer's interaction or relationship with ADT. ADT agrees not to elect arbitration if Customer files a Dispute in a small claims court in the state of Customer's premises so long as the Dispute is individual and non-representative in nature and remains exclusively as such in small claims court. **Pre-Arbitration Notice Requirement.** Before initiating an arbitration or a small claims matter, ADT and Customer agree to first provide to the other a written "Notice of Dispute" that will contain: (a) a written description of the issue and the supporting documents and information, and (b) a specific request for money or other relief. A Notice of Dispute to ADT should be sent to: Litigation Department, ADT Security Services, 1501 Yamato Dr., Boca Raton, FL 33431. ADT will mail a Notice of Dispute to my protected Premises address. ADT and Customer agree to make attempts to resolve the Dispute prior to commencing an arbitration or small claims action. If an agreement cannot be reached within forty-five (45) days of receipt of the Notice of Dispute, ADT or Customer may commence an arbitration proceeding or small claims action. **Initiation of Arbitration Proceedings.** If either party elects to arbitrate a Dispute, the Dispute shall be resolved by arbitration pursuant to this Arbitration Agreement and the then current code of proceedings of the national arbitration organization to which the Dispute is referred. A party may refer a Dispute to either the American Arbitration Association ("AAA") or the Judicial Arbitration and Mediation Services ("JAMS"). If ADT elects arbitration and chooses one of the organizations to administer, Customer may object and automatically have the other organization administer the proceedings simply by notifying ADT of Customer's objection in writing within 30 days of Customer's receipt of ADT's initial selection. To obtain a copy of the procedures, or to file a Dispute, Customer may contact the organizations at the following: (1) AAA, 333 Madison Avenue, New York, NY 10017, www.adr.org, and (2) JAMS, 1920 Main Street, Suite 300, Los Angeles, CA 90014, www.jamsadr.com.

IF EITHER PARTY ELECTS TO ARBITRATE A DISPUTE, ADT AND CUSTOMER WAIVE THE RIGHT TO A JURY TRIAL AND TO OTHERWISE LITIGATE THE DISPUTE IN COURT, BY AGREEING TO ARBITRATE, THE PARTIES MAY ALSO WAIVE OTHER RIGHTS THAT WOULD OTHERWISE BE AVAILABLE IN COURT. FURTHER, IF EITHER PARTY ELECTS TO ARBITRATE A DISPUTE, CUSTOMER WAIVES ITS RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR TO PARTICIPATE AS A MEMBER OF ANY CLASS ACTION RELATING TO THE DISPUTE. This means that all Disputes selected for arbitration will be arbitrated on an individual basis, between ADT and Customer only, without exception. A Dispute cannot be joined or consolidated with any other claim or action. **Arbitration Proceedings.** Because Customer's transactions with ADT involve interstate commerce, this Arbitration Agreement and any Dispute arbitrated hereunder shall be governed by the Federal Arbitration Act ("FAA"). The JAMS or AAA code of procedures, as chosen, will govern the arbitration, but if there is a conflict between the applicable code of procedures and this Arbitration Agreement, this Arbitration Agreement shall control to the fullest extent permitted by the FAA. Unless otherwise agreed to by the parties, the arbitration will be conducted by a single, neutral arbitrator in a location within the federal judicial district in which Customer's protected premises are located. Upon Customer's request, ADT will reimburse Customer for all filing and administrative fees required for initiating the arbitration. Otherwise, each party is responsible for its own respective costs and fees, including, but not limited to, attorney and expert fees. The arbitrator shall apply applicable substantive law and, upon the request of either party, issue a written explanation of the basis for the decision. Judgment on the arbitration award may be entered in any court having proper jurisdiction. **EXCEPT AS FOLLOWS, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING.** A party may appeal the arbitrator's initial award to a three arbitrator panel administered by the same arbitration organization upon written notice within 30 days of the initial award. The arbitration organization will notify the other party of the appeal. The panel shall consider any aspect of the initial award objected to by the appealing party and issue a decision within 120 days of the date of the notice of appeal. The majority decision by the three member panel shall be final and binding. Any dispute regarding the applicability, enforcement or interpretation of Paragraph F or this Paragraph shall be resolved by a court having proper jurisdiction. This Arbitration Agreement will not prevent Customer from bringing a Dispute to the attention of any federal, state or local government agency. This Arbitration Agreement shall survive termination of this Agreement.

G. DIRECT CONNECTION MONITORING. If this Contract provides for a direct connection to the police department, fire department or any other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agency and that the personnel of such police and/or fire departments or other agency are not the agents of ADT, nor does ADT assume any responsibility for the manner in which such signals are monitored for the response, if any, to such signals.

H. HAZARDOUS MATERIALS. Customer represents and warrants that, to the best of Customer's knowledge, the work site is free of any hazardous materials. The term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, ADT will not be required to install or service the Equipment in such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend and hold ADT, its officers, directors and agents harmless from any damages, claims, injuries or liabilities resulting from the exposure of ADT's employees, contractors or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by ADT.

I. DELAYS. ADT assumes no liability for delays in installation and service of the Equipment or for the consequences therefrom, however caused, or for interruptions of service or for the consequences therefrom due to strikes, riots, war, acts of terrorism, floods, epidemics, quarantine restrictions, freight embargo, acts of God, acts of Government or any causes beyond the control of ADT, and will not be required to supply service to Customer while interruption of service continues.

J. ASSIGNMENT; ENFORCEABILITY. This Contract is not assignable by Customer except upon written consent of ADT first being obtained. ADT shall have the right to assign this Contract or to subcontract any of its obligations under this Contract without notice to Customer. If any of the provisions of this Contract shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

K. NETWORK CONNECTIONS. If the installed Equipment is to be connected to Customer's computer network ("Network"), ADT will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security or firewall settings. ADT shall not be responsible for the setup, operation or maintenance of the Network or Network performance or compatibility issues. ADT may assess additional charges if ADT is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment.

L. ELECTRONIC MEDIA; PERSONAL INFORMATION. ADT may scan, image or otherwise convert this Contract into an electronic format of any nature. A copy of this Contract in electronic format is legally equivalent to the original for any and all purposes, including litigation. The personal information about Customer and third parties that Customer provided to ADT is true and complete, and Customer will notify ADT without delay of any change to this information. Customer consents to ADT's use of Customer's personal information and that of third parties that Customer provided for the purpose of monitoring, setting up and administering Customer's security services (including credit approval, screening, collection, delinquent payment reporting to credit reporting agencies and to provide Customer with information on new services or equipment). Customer has obtained the consent of the third parties, whose personal information Customer provided to ADT, to use such personal information for the administration of Customer's account with ADT and as provided in this Contract. Customer consents to ADT recording telephone conversations between representatives of Customer and ADT. ADT may collect, use, disclose and transfer Customer's personal information, and that of third parties provided by Customer, to ADT's parents, affiliates, subsidiaries and its success corporations, any sub-contractor or assignee of this Contract or any applicable authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs.

M. SURVIVAL. Sections A, A.4, B.5, C.2, C.4, D.4, D.5, D.6, D.10 E., F., G., H., I., J. and K. shall survive any termination or expiration of this Contract.

N. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between Customer and ADT. In executing this Contract, Customer is not relying on any advice or advertisement of ADT. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in writing in this Contract shall not be binding upon any party, and that the terms and conditions hereof apply as printed without alteration or qualification, except as specifically modified in writing. The terms and conditions of this Contract shall govern notwithstanding any inconsistent or additional terms and conditions or any purchase order or other document submitted by Customer.

O. LICENSE INFORMATION: All Complaints against licensees may be directed to the Alabama Electronic Security Board of Licensure, 2956 Vaughn Rd., Montgomery 36116, (334) 264-9388; AK 37950, 5520 Lake Ous Pkwy., Anchorage, AK 99507; AR E12-0411, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, 41 State Police Plaza Dr., Little Rock, AR 72209, (501) 643-8600; AZ ROC 279591; CA AC07153, alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95834, 974-003, PPO17232, CT ELC 01016069; IL EIC EIC 5902743; DE EP060112; GA LVA205265, 205572, 205679, 205939, 205944, 205519 LVC405673, 404349, 406446; HI CT-32297; ID ELP-SC-2643; IL 121001792; LA F1639, F1640, F1643, F1654, F1655; MA 172C; MI 3601206258, 5103208 - 6060 Torrey Rd., Ste. D, Flint, MI 48807; MN T869251; NC Alarm Systems Licensing Board, 4901 Glenwood Avenue, Suite 200, Raleigh, NC 27612 (919) 788-3320; 753512, 756412, 756216, 756397, 756511, 756609, 756694; NM 374438; NV 0077105; NJ Electrical Contractor Lic. #'s 34FA00140500, 34BA00179000 - 209 East Park, Ste. 200, Mt. Laurel, NJ 08054; NY 12000205015, Licensed by NYS Dept. of State; OH 30-18-0018, 30-25-023, 30-29-0002, 30-31-0014, 30-48-0006, 30-50-0003, 30-76-0006, 30-89-0010, 31-89-1726; OK 1995; OR 190560; PA Pennsylvania Home Improvement Contractor Registration Number: PA#00797; RI 35693; TN ACC-168K, -1689, -1690, -1691, -1692, -1693, -1694, -1695, -1696; TX B17944 -1817 W. Braker Ln. Ste. 400, Austin 78758 - Texas Private Security Bureau, 5805 N. Lamar Blvd., Austin 78752; UT 2289653; VA 11-7345, 11-7348, 11-7351, 11-7354, 11-7398, 11-7900, 11-8205, 11-8353, 11-8447 2765147723 Class B Contractor Classification; WA ADT115818D0, 11823 N. Creek Pkwy #105, Bubbh, WA 98011; WI 12100493; WV 049758; MS 15019511

P. Notice to California Customers Only. Work shall commence on the Estimated Installation Start Date. In the event the Estimated Date cannot be met, ADT will at first acknowledge, then notify me of the revised Estimated Installation Start Date. Commencement of the work shall be defined as work performed on site, including but not limited to, installation of wire and devices and/or cabling of materials and telephone facilities. Failure to substantially commence work within twenty (20) days from the Estimated Installation Start Date, without legal excuse, is a violation of the Alarm Company Act. Upon completion of the installation of the alarm system, ADT shall thoroughly instruct me in the proper use of the alarm system. Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826, 800.321.2752.



Order Details

E5400UE04

Command Security Solution

Item	Owned By	Install	Monthly
HERE'S YOUR SYSTEM			
1 [HVP 8001 BUSI] - Premise Control: Command 7in Touchscreen	ADT	\$549.00	
1 [ADT7AIO-1] - Command 7in Touchscreen			
1 [CELLGUARD] - LTE Plug-in Radio Module, AT&T or Verizon Carrier version			
2 [SIXCTA] - Door/Window Contact, 2-way Encrypted Wireless, White			
1 [SIXPIRA] - Motion Detector, 2-way Encrypted Wireless			
	System Plan Subtotal	\$549.00	
ACTIVATION + PERMIT FEES			
1 [APERMIT] - Municipal Police / Alarm Use Permit - Customer Responsibility			
	Activation + Permit Fee Subtotal		
REAL PROTECTION SERVICES			
[HVP 8001 BUSI] - Premise Control: Command 7in Touchscreen			\$51.99
	Real Protection Services Subtotal		\$51.99
ADDITIONAL SAVINGS & DISCOUNTS			
\$150 OR 10% off Premise Control (Min. Package Price is \$399)		\$-150.00	
	Package Totals	\$399.00	\$51.99
YOUR PAY IN FULL AFTER DISCOUNTS TOTAL			
System & Added Tech		\$549.00	\$0.00
Real Protection Services			\$51.99
Activation + Permit Fees		\$0.00	\$0.00
	(Less Discounts)	\$-150.00	\$0.00
Total After Discounts		\$399.00	\$51.99
Estimated Taxes		\$0.00	\$0.00
Total After Estimated Taxes		\$399.00	\$51.99
Your Service Contract Term		36 Months	
Order Total		\$399.00	\$51.99

*The tax amounts shown are only estimates; the final amount will be calculated and detailed on your bill

SUP 051

FINDINGS OF FACT AND CONCLUSIONS OF LAW

NOW on this 17 day of Dec, the City of Sapulpa Planning Commission, having considered the above Specific Use Permit request, finds and concludes as follows:

1. PROBABLE EFFECT OF THE PROJECT ON THE ADJACENT PROPERTY: The Planning Commission finds that the proposed use will have (minimal/substantial) effect on the adjacent property.

2. COMMUNITY WELFARE AS AFFECTED BY THE PROJECT:

The Planning Commission finds that the proposed use (will/will not) adversely affect the community welfare.

3. IMPACT OF THE DEVELOPMENT ON PUBLIC FACILITIES, INCLUDING BUT NOT LIMITED TO PARKS, ROADS, AND UTILITIES:

The Planning Commission finds that the proposed use (will/will not) have an adverse effect on public facilities.

4. SAFEGUARDS TO DIMINISH THE EFFECT ON THE ADJACENT PROPERTY, COMMUNITY WELFARE, OR PUBLIC FACILITIES/SERVICES:

The Planning Commission finds that the following safeguards (if any) are needed, to diminish the effect of the proposed use:

- (a) None
- (b) Staff Recommendations
- (c) Benches, & Bay Door Coverings as Described

5. All procedural requirements of 11 O.S. 43-113 have been met and SUP-051 is hereby approved/denied for the reasons set forth above, and these findings and conclusions have been approved in open meeting this 17 day of Dec, 2019.



AGENDA ITEM

Administration 10. A.

City Council Regular

Meeting Date: January 6, 2020

Submitted By: Pam Vann, Finance Director

Department: Finance

Presented By: Pam Vann

SUBJECT:

Discuss and consider a Resolution of the City of Sapulpa, Oklahoma and the Sapulpa Municipal Authority, Sapulpa, Oklahoma amending the FY 2019-2020 annual budget by increasing appropriations by a total of \$627,190.00 to provide additional funding for the North Hickory Street and Canyon Road Projects.

BACKGROUND:

Council is presented with separate agenda items considering award of bids for the North Hickory Street and Canyon Road Projects. These are the remaining projects in the 2014 Street Capital Impr Bond Construction Fund. The bid for Canyon Road is for \$1,739,810.00 which is \$296,385.00 above appropriated funds. The bid for North Hickory Street is \$771,697.00 which is \$330,805.00 above appropriated funds. By appropriating additional funds for these projects the remaining projects identified in the 2014 Street Capital Impr Revenue Bond Fund can be completed.

Both of these projects have stormwater components with \$268,235.00 currently appropriated for Canyon Road. I recommend appropriating funds for the remaining stormwater components in the Stormwater Management Fund.

The 2014 Street Capital Impr Bond Construction Fund has unallocated fund balance in the amount of \$136,821.00 and I recommend appropriating \$100,000.00 of these for the projects.

This will leave a total shortfall for the two projects of \$276,327.00. Currently, the Street Impr Sales Tax Fund has unappropriated fund balance of \$1,334,639.00 which can be used to cover the shortfall.

RECOMMENDATION:

Staff recommends the approval of the resolution.

Attachments

2014 Stree Capital Impr Revenue Bond Constr Fund Resolution

2014 Street Capital Impr Revenue Bond Constr Fund Budget Adjustment

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA AND THE SAPULPA MUNICIPAL AUTHORITY, SAPULPA, OKLAHOMA AMENDING THE FY 2019-2020 ANNUAL BUDGET BY INCREASING APPROPRIATIONS BY A TOTAL OF \$627,190.00 TO PROVIDE ADDITIONAL FUNDING FOR THE NORTH HICKORY STREET AND CANYON ROAD PROJECTS.

WHEREAS, Council is presented with separate agenda items to award contract bids for the North Hickory Street and Canyon Road Projects that are projects of the Series 2014 Street Capital Improvement Revenue Bond Construction; and

WHEREAS, the Canyon Road project has a bid amount of \$1,739,810.00 with current appropriations in the amount of \$1,443,425.00, of which \$223,635.00 is in the Stormwater Management Fund, leaving a shortfall of \$296,385.00; and

WHEREAS, the North Hickory Road project has a bid amount of \$771,697.00 with current appropriations in the amount of \$440,892.00 leaving a shortfall of \$330,805.00; and

WHEREAS, both projects have stormwater components that can be funded from the Stormwater Management Funds which will increase appropriations by \$250,863; and

WHEREAS, there are unallocated funds in the 2014 Street Capital Impr Revenue Bond Construction Fund in the amount of \$136,821.00 of which \$100,000.00 can be appropriated for these projects; and

WHEREAS, the remaining shortfall for these projects of \$276,327.00 can be appropriated from the Street Improvement Sales Tax Fund,

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

SERIES 2014 STR CAP IMPR FUND

CANYON ROAD

(Increase)	63-563-405B Facilities- Contract	<u>\$50,000.00</u>
	Total Appropriations Increase:	\$50,000.00

NORTH HICKORY STREET

(Increase)	63-565-405B Facilities- Contract	<u>\$50,000.00</u>
	Total Appropriations Increase:	\$50,000.00

STORMWATER MANAGEMENT FUND

(Increase)	29-529-405B Facilities- Contract	<u>\$250,863.00</u>
	Total Appropriations Increase:	\$250,863.00

STREET IMPROVEMENT SALES TAX FUND

(Increase)	65-565-405B Facilities- Contract	<u>\$276,327.00</u>
	Total Appropriations Increase:	\$276,327.00

**PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA,
OKLAHOMA AND THE SAPULPA MUNICIPAL AUTHORITY, SAPULPA, OKLAHOMA and
signed by the Mayor/Chairman this 6th day of January 2020.**

Reg Green, Mayor/Chairman

ATTEST:

Shirley Burzio, City Clerk/Trust Secretary

David Widdoes, City Attorney/Trust Attorney

BUDGET TRANSFER REQUEST

DEPARTMENT	Department Head Signature	Date Requested
series 2014		1/6/2020

reallocate interest earnings to projects and provide additional
funding for N Hickory St and Canyon Road Projects from Stormwater Fund
and Street Improvement Sales Tax Fund

RESOLUTION #

Account #	Account Name	Amount Budgeted	Amount of Increase	Amount of Decrease	Adjusted Budget
63-563-405B	facilities-contract	1,219,790	50,000		\$1,269,790
29-529-405B	facilities-contract	268,235	46,075		\$314,310
65-565-405B	facilities-contract	1,579,002	200,310		\$1,779,312
63-565-405B	facilities-contract	440,892	50,000		\$490,892
29-529-405B	facilities-contract	268,235	204,788		\$473,023
65-565-405B	facilities-contract	1,579,002	76,017		\$1,655,019

Date Approved	Finance Director	Date Rejected	Reason

Date Approved	City Manager	Date Rejected	Reason

FY 19-20		Transfer #:	19-
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AGENDA ITEM

Administration 10. B.

City Council Regular

Meeting Date: January 6, 2020

Submitted By: Pam Vann, Finance Director

Department: Finance

Presented By: Pam Vann

SUBJECT:

Discuss and consider a Resolution of the City of Sapulpa, Oklahoma and the Sapulpa Municipal Authority amending the FY 2019-2020 annual budget by increasing revenue and appropriations in the Water and Sewer Improvements Sales Tax Fund in the amount of \$8,610.00 to recognize reimbursements for damage to manholes and fence.

BACKGROUND:

The City has received reimbursements in the amount of \$8,610.00 for damage done to sanitary sewer manholes and to a fence at the water and sewer maintenance facility. An appropriation of these funds needs to be made to cover the repair costs.

RECOMMENDATION:

Staff recommends approval of this Resolution.

Attachments

[Water & Sewer Impr Sales Tax Fund Budget Resolution-Reimbursements](#)

[Water and Sewer Impr Sales Tax Fund Budget Adjustment-reimbursements](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA AND THE SAPULPA MUNICIPAL AUTHORITY AMENDING THE FY 2019-2020 ANNUAL BUDGET BY INCREASING REVENUE AND APPROPRIATIONS IN THE WATER AND SEWER IMPROVEMENT SALES TAX FUND IN THE AMOUNT OF \$8,610.00 TO RECOGNIZE REIMBURSEMENTS FOR DAMAGE TO MANHOLES AND FENCE.

WHEREAS, the City of Sapulpa has received \$8,610.00 for reimbursements for damage done to a fence and sanitary sewer manholes; and

WHEREAS, appropriations need to be made to cover the repair costs,

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

WATER AND SEWER IMPROVEMENT SALES TAX

(Increase)	46-4086 Reimbursements	<u>\$8,610.00</u>
	Total Revenue Increase:	\$8,610.00
(Increase)	46-546-354 Facilities	<u>\$8,610.00</u>
	Total Expenditures Increase:	\$8,610.00

PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA, OKLAHOMA, AND THE SAPULPA MUNICIPAL AUTHORITY, SAPULPA, and signed by the Mayor/Chairman this 6th day of January 2020.

Reg Green, Mayor/Chairman

ATTEST:

Shirley Burzio, City Clerk/Trust Secretary

David Widdoes, City Attorney/Trust Attorney



AGENDA ITEM

Administration 10. C.

City Council Regular

Meeting Date: January 6, 2020

Submitted By: Pam Vann, Finance Director

Department: Finance

Presented By: Pam Vann

SUBJECT:

Discuss and consider a Resolution of the City of Sapulpa, Oklahoma, amending the FY 2019/2020 General Obligation Bond Construction Fund budget by increasing appropriations in the amount of \$45,000.00 to allocate interest earned to provide funding for additional costs associated with the Youth Sports Complex.

BACKGROUND:

The City has received interest earnings of approximately \$65,000.00 over the last several years on the bond funds. This interest can be appropriated for use on the bond projects. At this time I am recommending that \$45,000.00 of this interest be allocated to the Sports Complex Project for some remaining costs.

RECOMMENDATION:

Staff recommends approval of this resolution.

Attachments

GO Bond Construction Fund Budget Resolution-Sports Complex

GO Bond Construction Fund Budget Adjustment-Sports Complex

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SAPULPA, OKLAHOMA, AMENDING THE FY 2019/2020 GENERAL OBLIGATION BOND CONSTRUCTION FUND BUDGET BY INCREASING APPROPRIATIONS IN THE AMOUNT OF \$45,000.00 TO ALLOCATE INTEREST EARNED TO PROVIDE FUNDING FOR ADDITIONAL COSTS ASSOCIATED WITH THE YOUTH SPORTS COMPLEX.

WHEREAS, the City has received interest earnings on the bond funds over several years in the approximate amount of \$65,000.00; and

WHEREAS, a portion of this interest can be appropriated for use for the remaining costs associated with the new Youth Sports Complex Project; and

NOW, THEREFORE BE IT RESOLVED, by the Mayor and City Councilors of the City of Sapulpa that the following budget amendment be made:

GO BOND CONSTRUCTION FUND

78 Sapulpa Youth Sports Complex

(Increase)	83-578-405B Facilities – Contract	<u>\$45,000.00</u>	
	Total Appropriations Increase:		\$45,000.00

PASSED BY THE CITY COUNCIL FOR THE CITY OF SAPULPA, SAPULPA, OKLAHOMA, and signed by the Mayor this 6th day of January 2020.

Reg Green, Mayor

ATTEST:

Shirley Burzio, City Clerk

David Widdoes, City



AGENDA ITEM

Administration 10. D.

City Council Regular

Meeting Date: January 6, 2020

Submitted For: Steve Hardt, Public Works Director

Submitted By: Shirley Burzio, City Clerk

Department: Public Works

Presented By: Steve Hardt

SUBJECT:

Discuss and consider award of bid to Cherokee Pride Construction, Inc., in the amount of \$771,697.00, for paving improvements to Hickory Street from Line Avenue to West Muskogee, and authorize mayor to execute all contract documents related thereto.

BACKGROUND:

Two bids were received and opened on December 16, 2019, for the paving improvements to Hickory Street from Line Avenue to West Muskogee Avenue. The lowest bid submitted was from Cherokee Pride Construction, Inc., in the amount of \$771,697.00. The bids were reviewed by Professional Engineering Consultants (PEC). It is their recommendation the bid be awarded to Cherokee Pride Construction, Inc. City staff concurs with their recommendation.

RECOMMENDATION:

Award bid to Cherokee Pride Construction, Inc.

Fiscal Impact

Amount: \$490,892.00
To be paid from: 2014 St Bond Fund
Account number: 63.565.405B

Amount: \$204,788.00
To be paid from: Storm Water Fund
Account number: 29.529.405B

Amount: \$76,017.00

To be paid from: St Improvement Sales Tax Fund

Account number: 65.565.405B

Attachments

Bid Award Cherokee Pride

MEMO



TO: The City of Sapulpa
425 East Dewey
Sapulpa, OK 74067

ATTENTION: Mr. Steve Hardt

FROM: Jason P. Dickman, P.E.

REFERENCE: Bid Results

DATE: 12/18/2019

PROJECT NO.: 14K57-001

PROJECT: Hickory Street from Line Avenue
to West Muskogee Avenue

COPIES TO: File

Please advise immediately of any misconceptions or omissions you believe to be contained herein.

Mr. Hardt,

Bids were received on the above referenced project on December 16, 2019. Two bids were received, both were responsive.

The lowest bid was submitted by Cherokee Pride Construction, Inc. in the amount of \$771,697.00.

We believe this Contractor has the expertise and resources necessary to perform satisfactorily on this project.

We recommend that the City award the Contract to Cherokee Pride Construction, Inc.

Please let me know of any questions.

Jason P. Dickman, P.E.

BID TABULATION



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		CHEROKEE PRIDE CONSTRUCTION		GROUND LEVEL, LLC		CONTRACTOR 3		CONTRACTOR 4	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
BASE BID													
1	CLEARING AND GRUBBING	1	LSUM	\$ 15,000.00	\$ 15,000.00	\$ 40,000.00	\$ 40,000.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ -	\$ -
2	UNCLASSIFIED EXCAVATION	6,541	CY	\$ 13.00	\$ 85,033.00	\$ 8.00	\$ 52,328.00	\$ 10.00	\$ 65,410.00	\$ -	\$ -	\$ -	\$ -
3	TEMPORARY SILT FENCE	4,012	LF	\$ 2.00	\$ 8,024.00	\$ 2.00	\$ 8,024.00	\$ 4.00	\$ 16,048.00	\$ -	\$ -	\$ -	\$ -
4	TEMPORARY SEDIMENT FILTER	10	EA	\$ 200.00	\$ 2,000.00	\$ 100.00	\$ 1,000.00	\$ 250.00	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -
5	SOLID SLAB SODDING	5,369	SY	\$ 2.00	\$ 10,738.00	\$ 3.00	\$ 16,107.00	\$ 4.00	\$ 21,476.00	\$ -	\$ -	\$ -	\$ -
6	AGGREGATE BASE TYPE A	2,197	CY	\$ 50.00	\$ 109,850.00	\$ 25.00	\$ 54,925.00	\$ 50.00	\$ 109,850.00	\$ -	\$ -	\$ -	\$ -
7	GRADE METHOD B	8,763	SY	\$ 2.00	\$ 17,526.00	\$ 1.00	\$ 8,763.00	\$ 3.00	\$ 26,289.00	\$ -	\$ -	\$ -	\$ -
8	SEPARATOR FABRIC	10,764	SY	\$ 3.00	\$ 32,292.00	\$ 1.00	\$ 10,764.00	\$ 2.00	\$ 21,528.00	\$ -	\$ -	\$ -	\$ -
9	TACK COAT	691	GAL	\$ 3.00	\$ 2,073.00	\$ 3.00	\$ 2,073.00	\$ 3.85	\$ 2,660.35	\$ -	\$ -	\$ -	\$ -
10	SUPERPAVE, TYPE S3 (PG 64-22 OK)	1,031	TON	\$ 70.00	\$ 72,170.00	\$ 79.00	\$ 81,449.00	\$ 77.00	\$ 79,387.00	\$ -	\$ -	\$ -	\$ -
11	SUPERPAVE, TYPE S4 (PG 64-22 OK)	516	TON	\$ 80.00	\$ 41,280.00	\$ 98.00	\$ 50,568.00	\$ 100.00	\$ 51,600.00	\$ -	\$ -	\$ -	\$ -
12	P.C. CONCRETE PAVEMENT (PLACEMENT)	1,509	SY	\$ 15.00	\$ 22,635.00	\$ 22.00	\$ 33,198.00	\$ 20.00	\$ 30,180.00	\$ -	\$ -	\$ -	\$ -
13	P.C. CONCRETE FOR PAVEMENT	384	CY	\$ 125.00	\$ 48,000.00	\$ 110.00	\$ 42,240.00	\$ 155.00	\$ 59,520.00	\$ -	\$ -	\$ -	\$ -
14	STRUCTURAL EXCAVATION UNCLASSIFIED	47	CY	\$ 25.00	\$ 1,175.00	\$ 30.00	\$ 1,410.00	\$ 30.00	\$ 1,410.00	\$ -	\$ -	\$ -	\$ -
15	CLASS AA CONCRETE	101	CY	\$ 550.00	\$ 55,550.00	\$ 300.00	\$ 30,300.00	\$ 500.00	\$ 50,500.00	\$ -	\$ -	\$ -	\$ -
16	CLASS A CONCRETE	2	CY	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ 500.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -
17	REINFORCING STEEL	30	SY	\$ 450.00	\$ 13,500.00	\$ 60.00	\$ 1,800.00	\$ 1,800.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -
18	REINFORCING STEEL	11,143	LB	\$ 1.00	\$ 11,143.00	\$ 2.00	\$ 22,286.00	\$ 4.00	\$ 44,572.00	\$ -	\$ -	\$ -	\$ -
19	EPOXY COATED REINFORCING STEEL	1,105	LB	\$ 5.00	\$ 5,525.00	\$ 5.00	\$ 5,525.00	\$ 6.00	\$ 6,630.00	\$ -	\$ -	\$ -	\$ -
20	CONCRETE CURB (6" BARRIER INTEGRAL)	706	LF	\$ 9.00	\$ 6,354.00	\$ 15.00	\$ 10,590.00	\$ 12.00	\$ 8,472.00	\$ -	\$ -	\$ -	\$ -
21	COMBINED CURB & GUTTER (6" BARRIER)	3,150	LF	\$ 20.00	\$ 63,000.00	\$ 15.00	\$ 47,250.00	\$ 26.00	\$ 81,900.00	\$ -	\$ -	\$ -	\$ -
22	6" CONCRETE DRIVEWAY (H.E.S.)	395	SY	\$ 60.00	\$ 23,700.00	\$ 60.00	\$ 23,700.00	\$ 75.00	\$ 29,625.00	\$ -	\$ -	\$ -	\$ -
23	INLET C/DIES 3 (STD)	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 1,800.00	\$ 1,800.00	\$ 3,100.00	\$ 3,100.00	\$ -	\$ -	\$ -	\$ -
24	INLET W/ SMALL JCT. BOX, C/DIES 3 (O)	3	EA	\$ 12,750.00	\$ 38,250.00	\$ 4,000.00	\$ 12,000.00	\$ 2,000.00	\$ 15,600.00	\$ -	\$ -	\$ -	\$ -
25	INLET C/DIES 2 (STD)	2	EA	\$ 2,400.00	\$ 4,800.00	\$ 2,400.00	\$ 4,800.00	\$ 2,800.00	\$ 5,200.00	\$ -	\$ -	\$ -	\$ -
26	INLET C/DIES 3 (O)	4	EA	\$ 6,500.00	\$ 26,000.00	\$ 3,500.00	\$ 14,000.00	\$ 4,800.00	\$ 19,200.00	\$ -	\$ -	\$ -	\$ -
27	INLET (SMD-TYPE 1)	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,765.00	\$ 2,765.00	\$ -	\$ -	\$ -	\$ -
28	ADDL DEPTH INLET C/DIES 3	9	VF	\$ 400.00	\$ 3,600.00	\$ 150.00	\$ 1,350.00	\$ 300.00	\$ 2,700.00	\$ -	\$ -	\$ -	\$ -
29	JUNCTION BOXES	169	CF	\$ 50.00	\$ 8,450.00	\$ 60.00	\$ 10,140.00	\$ 85.00	\$ 14,365.00	\$ -	\$ -	\$ -	\$ -
30	REPLACEMENT OF CAST IRON HOOD	1	EA	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ -
31	VALVE BOXES ADJUST TO GRADE	11	EA	\$ 250.00	\$ 2,750.00	\$ 100.00	\$ 1,100.00	\$ 250.00	\$ 2,750.00	\$ -	\$ -	\$ -	\$ -
32	METER BOXES ADJUST TO GRADE	8	EA	\$ 300.00	\$ 2,400.00	\$ 200.00	\$ 1,600.00	\$ 350.00	\$ 2,800.00	\$ -	\$ -	\$ -	\$ -
33	18" R.C. PIPE CLASS III	216	LF	\$ 65.00	\$ 14,040.00	\$ 45.00	\$ 9,720.00	\$ 100.00	\$ 21,600.00	\$ -	\$ -	\$ -	\$ -
34	24" R.C. PIPE CLASS III	315	LF	\$ 100.00	\$ 31,500.00	\$ 60.00	\$ 18,900.00	\$ 115.00	\$ 36,225.00	\$ -	\$ -	\$ -	\$ -
35	24" X 38" R.C. PIPE ELLIPTICAL CLASS HE-III	26	LF	\$ 100.00	\$ 2,600.00	\$ 150.00	\$ 3,900.00	\$ 165.00	\$ 4,290.00	\$ -	\$ -	\$ -	\$ -
36	28" X 45" R.C. PIPE ELLIPTICAL CLASS HE-III	32	LF	\$ 30.00	\$ 960.00	\$ 170.00	\$ 5,440.00	\$ 175.00	\$ 5,600.00	\$ -	\$ -	\$ -	\$ -
37	EDGE DRAIN CONDUIT-PERFORATED	1,214	LF	\$ 9.00	\$ 10,926.00	\$ 10.00	\$ 12,140.00	\$ 15.00	\$ 18,210.00	\$ -	\$ -	\$ -	\$ -
38	18" PREFAB. CULVERT END SECTION, ROUND	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ -	\$ -	\$ -	\$ -
39	24" PREFAB. CULVERT END SECTION, ROUND	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 850.00	\$ 850.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -	\$ -	\$ -
40	8" DUCTILE IRON PIPE	134	LF	\$ 70.00	\$ 9,380.00	\$ 60.00	\$ 8,040.00	\$ 95.00	\$ 12,730.00	\$ -	\$ -	\$ -	\$ -
41	REMOVAL OF STRUCTURES & OBSTRUCTIONS	1	LSUM	\$ 16,169.83	\$ 16,169.83	\$ 2,000.00	\$ 2,000.00	\$ 17,250.00	\$ 17,250.00	\$ -	\$ -	\$ -	\$ -
42	REMOVAL OF FENCE	370	LF	\$ 2.00	\$ 740.00	\$ 10.00	\$ 3,700.00	\$ 14.00	\$ 5,180.00	\$ -	\$ -	\$ -	\$ -
43	REMOVAL OF CURB AND GUTTER	269	LF	\$ 10.00	\$ 2,690.00	\$ 8.00	\$ 2,152.00	\$ 8.00	\$ 2,152.00	\$ -	\$ -	\$ -	\$ -
44	REMOVAL OF CONCRETE PAVEMENT	35	SY	\$ 8.00	\$ 280.00	\$ 10.00	\$ 350.00	\$ 14.00	\$ 490.00	\$ -	\$ -	\$ -	\$ -
45	REMOVAL OF ASPHALT PAVEMENT	4,246	SY	\$ 8.00	\$ 33,968.00	\$ 5.00	\$ 21,230.00	\$ 14.00	\$ 59,444.00	\$ -	\$ -	\$ -	\$ -
46	REMOVAL OF CONCRETE DRIVEWAY	162	SY	\$ 8.00	\$ 1,296.00	\$ 10.00	\$ 1,620.00	\$ 14.00	\$ 2,268.00	\$ -	\$ -	\$ -	\$ -
47	REMOVAL OF ASPHALT DRIVEWAY	73	SY	\$ 8.00	\$ 584.00	\$ 5.00	\$ 365.00	\$ 14.00	\$ 1,022.00	\$ -	\$ -	\$ -	\$ -
48	SAVING PAVEMENT	197	LF	\$ 3.00	\$ 591.00	\$ 5.00	\$ 985.00	\$ 8.00	\$ 1,576.00	\$ -	\$ -	\$ -	\$ -
49	(P)REMOVE AND RESET MAILBOX	6	EA	\$ 250.00	\$ 1,500.00	\$ 100.00	\$ 600.00	\$ 300.00	\$ 1,800.00	\$ -	\$ -	\$ -	\$ -
50	(P)REMOVE & RESET LIGHT POLE	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -	\$ -	\$ -
51	(P)REMOVAL OF EXISTING SIGNS	1	EA	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 50.00	\$ 50.00	\$ -	\$ -	\$ -	\$ -
52	(P)REMOVE & RESET EXISTING SIGNS	10	EA	\$ 250.00	\$ 2,500.00	\$ 100.00	\$ 1,000.00	\$ 300.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -
53	SHEET ALUMINUM SIGNS	13	SF	\$ 20.00	\$ 260.00	\$ 25.00	\$ 325.00	\$ 30.00	\$ 390.00	\$ -	\$ -	\$ -	\$ -

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		CHEROKEE PRIDE CONSTRUCTION		GROUND LEVEL, LLC		CONTRACTOR 3		CONTRACTOR 4	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
BASE BID													
54	2 1/2"Ø579 GALV. STEEL PIPE POST	20	LF	\$ 15.00	\$ 300.00	\$ 30.00	\$ 600.00	\$ 18.00	\$ 360.00	\$ -	\$ -	\$ -	\$ -
55	TRAFFIC STRIPE (MULTIPOLY) (24" WIDE)	206	LF	6.00	1,236.00	15.00	3,090.00	8.00	1,648.00	\$ -	\$ -	\$ -	\$ -
56	TRAFFIC STRIPE (MULTIPOLYMER) (SYMBOLS, WORDS, ETC.)	2	EA	200.00	400.00	250.00	500.00	800.00	1,600.00	\$ -	\$ -	\$ -	\$ -
57	CONSTRUCTION TRAFFIC CONTROL	1	LSUM	15,000.00	15,000.00	2,000.00	2,000.00	10,000.00	10,000.00	\$ -	\$ -	\$ -	\$ -
58	SWPPP DOCUMENTATION AND MANAGEMENT	1	LSUM	7,500.00	7,500.00	1,000.00	1,000.00	3,500.00	3,500.00	\$ -	\$ -	\$ -	\$ -
59	FIELD OFFICE	1	EA	15,000.00	15,000.00	7,500.00	7,500.00	4,500.00	4,500.00	\$ -	\$ -	\$ -	\$ -
60	MOBILIZATION	1	LSUM	50,000.00	50,000.00	57,000.00	57,000.00	40,000.00	40,000.00	\$ -	\$ -	\$ -	\$ -
61	CONTRACTOR CONSTRUCTION STAKING	1	LSUM	15,000.00	15,000.00	5,000.00	5,000.00	6,000.00	6,000.00	\$ -	\$ -	\$ -	\$ -
62	(SP) CONTRACTORS QUALITY CONTROL	1	LSUM	4,000.00	4,000.00	4,000.00	4,000.00	7,500.00	7,500.00	\$ -	\$ -	\$ -	\$ -
BASE BID TOTAL					\$ 988,086.83		\$ 771,897.00		\$ 1,097,112.35		\$ -		\$ -
BID BOND					N/A		Y		Y				
ADDENDUM NO. 1					N/A		Y		Y				
ADDENDUM NO. 2					N/A		Y		Y				
ADDENDUM NO. 3					N/A		Y		Y				
Calculation Error													



AGENDA ITEM

Administration 10. E.

City Council Regular

Meeting Date: January 6, 2020

Submitted For: Steve Hardt, Public Works Director

Submitted By: Shirley Burzio, City Clerk

Department: Public Works

Presented By: Steve Hardt

SUBJECT:

Discuss and consider award of bid to Cherokee Pride Construction, Inc., in the amount of \$1,739,809.50, for paving improvements to Canyon Road from Freedom Road to 57th West Avenue, and authorize mayor to execute all contract documents related thereto.

BACKGROUND:

Two bids were received and opened on December 16, 2019, for paving improvements to Canyon Road from Freedom Road to 57th West Avenue. The lowest bid submitted was from Cherokee Pride Construction, Inc., in the amount of \$1,739,809.50. The bids were reviewed by Professional Engineering Consultants (PEC). It is their recommendation the bid be awarded to Cherokee Pride Construction, Inc., and city staff concurs with their recommendation.

RECOMMENDATION:

Award bid to Cherokee Pride Construction, Inc.

Fiscal Impact

Amount: \$1,269,790.00

To be paid from: 2014 St Bond Fund

Account number: 63.563.405B

Amount: \$200,310.00

To be paid from: St Improvement Sales Tax Fund

Account number: 65.565.405B

Amount: \$269,710.00
To be paid from: Storm Water Fund
Account number: 29.529.405B

Attachments

Bid Award Cherokee Pride Construction

MEMO



TO: The City of Sapulpa
425 East Dewey
Sapulpa, OK 74067

ATTENTION: Mr. Steve Hardt

FROM: Jason P. Dickman, P.E.

REFERENCE: Bid Results

DATE: 12/18/2019

PROJECT NO.: 14K58-001

PROJECT: Canyon Road from Freedom Road
to 57th West Avenue

COPIES TO: File

Please advise immediately of any misconceptions or omissions you believe to be contained herein.

Mr. Hardt,

Bids were received on the above referenced project on December 16, 2019. Two bids were received, both were responsive.

The lowest bid was submitted by Cherokee Pride Construction, Inc. in the amount of \$1,739,809.50.

We believe this Contractor has the expertise and resources necessary to perform satisfactorily on this project.

We recommend that the City award the Contract to Cherokee Pride Construction, Inc.

Please let me know of any questions.

Jason P. Dickman, P.E.

OWNER: City of Sapulpa
 PROJECT: Canyon Road Paving Improvements
 PEC PROJECT NO: 432-1468-001-5785
 Bid Date/Time: December 16, 2019 at 2:00 PM

BID TABULATION



ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEERS ESTIMATE		CHEROKEE PRIDE CONSTRUCTION		APAC CENTRAL, INC		CONTRACTOR 3		CONTRACTOR 4	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
BASE BID													
1	RIGHT-OF-WAY CLEARING AND GRUBBING	1	LSUM	\$ 40,000.00	\$ 40,000.00	\$ 35,000.00	\$ 35,000.00	\$ 10,650.00	\$ 10,650.00	\$ -	\$ -	\$ -	\$ -
2	UNCLASSIFIED EXCAVATION	4,081	CY	\$ 13.00	\$ 53,053.00	\$ 15.00	\$ 61,215.00	\$ 49.00	\$ 199,969.00	\$ -	\$ -	\$ -	\$ -
3	SELECT BORROW	750	CY	\$ 25.00	\$ 18,750.00	\$ 25.00	\$ 18,750.00	\$ 37.50	\$ 28,125.00	\$ -	\$ -	\$ -	\$ -
4	EMBANKMENTS	2,037	CY	\$ 15.00	\$ 30,555.00	\$ 15.00	\$ 30,555.00	\$ 20.00	\$ 40,740.00	\$ -	\$ -	\$ -	\$ -
5	TYPE A SALVAGED TOPSOIL	1	LSUM	\$ 15,000.00	\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 63,752.00	\$ 63,752.00	\$ -	\$ -	\$ -	\$ -
6	SWPPP DOCUMENTATION & MANAGEMENT	1	LSUM	\$ 7,500.00	\$ 7,500.00	\$ 2,000.00	\$ 2,000.00	\$ 15,277.00	\$ 15,277.00	\$ -	\$ -	\$ -	\$ -
7	TEMPORARY SILT FENCE	1,000	LF	\$ 3.00	\$ 3,000.00	\$ 2.00	\$ 2,000.00	\$ 3.00	\$ 3,000.00	\$ -	\$ -	\$ -	\$ -
8	TEMPORARY SEDIMENT FILTER	50	EA	\$ 150.00	\$ 7,500.00	\$ 100.00	\$ 5,000.00	\$ 400.00	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -
9	TEMPORARY SILT DIKE	1,200	LF	\$ 10.00	\$ 12,000.00	\$ 5.00	\$ 6,000.00	\$ 15.10	\$ 18,120.00	\$ -	\$ -	\$ -	\$ -
10	SOLID SLAB SODDING	17,167	SY	\$ 2.00	\$ 34,334.00	\$ 3.00	\$ 51,501.00	\$ 4.55	\$ 78,109.85	\$ -	\$ -	\$ -	\$ -
11	AGGREGATE BASE (TYPE A)	5,118	CY	\$ 40.00	\$ 204,720.00	\$ 45.00	\$ 230,310.00	\$ 59.60	\$ 305,032.80	\$ -	\$ -	\$ -	\$ -
12	SUBGRADE, METHOD B	20,388	SY	\$ 2.00	\$ 40,776.00	\$ 1.00	\$ 20,388.00	\$ 1.70	\$ 34,659.60	\$ -	\$ -	\$ -	\$ -
13	SEPARATOR FABRIC	21,671	SY	\$ 3.00	\$ 65,013.00	\$ 1.00	\$ 21,671.00	\$ 1.00	\$ 21,671.00	\$ -	\$ -	\$ -	\$ -
14	TRAFFIC BOUND SURFACE COURSE TYPE E	882	TON	\$ 40.00	\$ 35,280.00	\$ 25.00	\$ 22,050.00	\$ 24.00	\$ 21,168.00	\$ -	\$ -	\$ -	\$ -
15	TACK COAT	2,553	GAL	\$ 3.00	\$ 7,659.00	\$ 3.00	\$ 7,659.00	\$ 2.50	\$ 6,382.50	\$ -	\$ -	\$ -	\$ -
16	SUPERPAVE, TYPE S3 (PG 64-22 OK)	3,982	TON	\$ 65.00	\$ 258,830.00	\$ 90.00	\$ 358,390.00	\$ 64.50	\$ 256,839.00	\$ -	\$ -	\$ -	\$ -
17	SUPERPAVE, TYPE S4 (PG 64-22 OK)	2,216	TON	\$ 70.00	\$ 155,120.00	\$ 107.00	\$ 237,812.00	\$ 77.50	\$ 179,490.00	\$ -	\$ -	\$ -	\$ -
18	TYPE I PLAIN RIPRAP	38	TON	\$ 40.00	\$ 1,520.00	\$ 100.00	\$ 3,800.00	\$ 78.00	\$ 2,964.00	\$ -	\$ -	\$ -	\$ -
19	6" CONCRETE DRIVEWAY (H.E.S.)	854	SY	\$ 60.00	\$ 51,240.00	\$ 60.00	\$ 51,240.00	\$ 66.00	\$ 56,364.00	\$ -	\$ -	\$ -	\$ -
20	REMOVAL OF STRUCTURES & OBSTRUCTIONS	1	LSUM	\$ 14,550.94	\$ 14,550.94	\$ 2,000.00	\$ 2,000.00	\$ 6,000.00	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -
21	REMOVAL OF ASPHALT PAVEMENT	15,885	SY	\$ 8.00	\$ 127,080.00	\$ 5.00	\$ 79,425.00	\$ 8.25	\$ 131,051.25	\$ -	\$ -	\$ -	\$ -
22	REMOVAL OF CONCRETE DRIVEWAY	995	SY	\$ 8.00	\$ 7,960.00	\$ 10.00	\$ 9,950.00	\$ 9.40	\$ 9,353.00	\$ -	\$ -	\$ -	\$ -
23	REMOVAL OF ASPHALT DRIVEWAY	317	SY	\$ 8.00	\$ 2,536.00	\$ 5.00	\$ 1,585.00	\$ 8.25	\$ 2,615.25	\$ -	\$ -	\$ -	\$ -
25	SAWING PAVEMENT	168	LF	\$ 3.00	\$ 504.00	\$ 5.00	\$ 840.00	\$ 2.75	\$ 462.00	\$ -	\$ -	\$ -	\$ -
26	MAILBOX INSTALLATION - SINGLE	1	EA	\$ 85.00	\$ 85.00	\$ 3,000.00	\$ 3,000.00	\$ 1,057.00	\$ 1,057.00	\$ -	\$ -	\$ -	\$ -
27	MAILBOX	1	EA	\$ 40.00	\$ 40.00	\$ 400.00	\$ 400.00	\$ 155.00	\$ 155.00	\$ -	\$ -	\$ -	\$ -
28	REMOVE AND RESET MAILBOX	17	EA	\$ 250.00	\$ 4,250.00	\$ 250.00	\$ 4,250.00	\$ 370.00	\$ 6,290.00	\$ -	\$ -	\$ -	\$ -
29	FIELD OFFICE	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,000.00	\$ 7,000.00	\$ -	\$ -	\$ -	\$ -
29	MOBILIZATION	1	LSUM	\$ 80,000.00	\$ 80,000.00	\$ 150,000.00	\$ 150,000.00	\$ 59,250.00	\$ 59,250.00	\$ -	\$ -	\$ -	\$ -
30	CONTRACTOR CONSTRUCTION STAKING	1	LSUM	\$ 20,000.00	\$ 20,000.00	\$ 9,000.00	\$ 9,000.00	\$ 13,934.00	\$ 13,934.00	\$ -	\$ -	\$ -	\$ -
31	(SP) CONTRACTORS QUALITY CONTROL	1	LSUM	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 30,354.00	\$ 30,354.00	\$ -	\$ -	\$ -	\$ -
31	(PL) REMOVAL OF EXISTING SIGNS	10	EA	\$ 100.00	\$ 1,000.00	\$ 100.00	\$ 1,000.00	\$ 50.25	\$ 502.50	\$ -	\$ -	\$ -	\$ -
32	(PL) REMOVE AND RESET EXISTING SIGNS	1	EA	\$ 250.00	\$ 250.00	\$ 400.00	\$ 400.00	\$ 251.00	\$ 251.00	\$ -	\$ -	\$ -	\$ -
33	SHEET ALUMINUM SIGNS	104	SF	\$ 20.00	\$ 2,080.00	\$ 25.00	\$ 2,600.00	\$ 15.10	\$ 1,570.40	\$ -	\$ -	\$ -	\$ -
34	2.1/2"Ø5.75 GALV STL PIPE POST	132	LF	\$ 15.00	\$ 1,980.00	\$ 15.00	\$ 1,980.00	\$ 20.10	\$ 2,653.20	\$ -	\$ -	\$ -	\$ -
35	TRAFFIC STRIPE (PLASTIC) (4" WIDE)	25,239	LF	\$ 1.00	\$ 25,239.00	\$ 1.50	\$ 37,858.50	\$ 0.70	\$ 17,667.30	\$ -	\$ -	\$ -	\$ -
36	CONSTRUCTION TRAFFIC CONTROL	1	LSUM	\$ 40,000.00	\$ 40,000.00	\$ 50,000.00	\$ 50,000.00	\$ 44,850.00	\$ 44,850.00	\$ -	\$ -	\$ -	\$ -
37	19" X 30" RCP ELLIPTICAL GLASS HE-III	95	LF	\$ 100.00	\$ 9,500.00	\$ 100.00	\$ 9,500.00	\$ 130.00	\$ 12,350.00	\$ -	\$ -	\$ -	\$ -
38	13"X27" RCP ELLIPTICAL GLASS HE-III	298	LF	\$ 125.00	\$ 37,250.00	\$ 125.00	\$ 37,250.00	\$ 126.00	\$ 37,548.00	\$ -	\$ -	\$ -	\$ -
39	18" R.C. PIPE CLASS III	128	LF	\$ 70.00	\$ 8,960.00	\$ 60.00	\$ 7,680.00	\$ 83.00	\$ 10,456.00	\$ -	\$ -	\$ -	\$ -
40	24" R.C. PIPE CLASS III	136	LF	\$ 85.00	\$ 11,560.00	\$ 80.00	\$ 10,880.00	\$ 100.00	\$ 13,600.00	\$ -	\$ -	\$ -	\$ -
41	18" CORR. POLYPROPYLENE PIPE	1,180	LF	\$ 50.00	\$ 59,000.00	\$ 65.00	\$ 76,700.00	\$ 86.50	\$ 102,070.00	\$ -	\$ -	\$ -	\$ -
42	TYPE A4 CULVERT END TREATMENT	82	EA	\$ 1,200.00	\$ 98,400.00	\$ 400.00	\$ 32,800.00	\$ 2,650.00	\$ 217,300.00	\$ -	\$ -	\$ -	\$ -
43	TYPE B4 CULVERT END TREATMENT	8	EA	\$ 1,500.00	\$ 12,000.00	\$ 500.00	\$ 4,000.00	\$ 2,756.00	\$ 22,048.00	\$ -	\$ -	\$ -	\$ -
BASE BID TOTAL				\$	\$ 1,624,434.94	\$	\$ 1,799,809.80	\$	\$ 2,112,703.65	\$	\$ -	\$	\$ -
BID BOND				N/A		Y		Y		Y		Y	
ADDENDUM NO. 1				N/A		Y		Y		Y		Y	
ADDENDUM NO. 2				N/A		Y		Y		Y		Y	
ADDENDUM NO. 3				N/A		Y		Y		Y		Y	
ADDENDUM NO. 4				N/A		Y		Y		Y		Y	



AGENDA ITEM

Administration 10. F.

City Council Regular

Meeting Date: January 6, 2020

Submitted For: David Widdoes, City Attorney

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: David Widdoes

SUBJECT:

Discussion and possible action regarding a Resolution Creating the Sapulpa 2020 General Obligation Bond Oversight and Advisory Board; Defining the Scope and Responsibilities Thereof; Providing for the Committee Size and Term of Office; and Assigning City Staff to Act as Resource Personnel.

BACKGROUND:

In anticipation of the upcoming general obligation bond election, this item creates a 12 member oversight and advisory board to review and recommend funding of projects as may be authorized by the electorate on January 14, 2020. The Board is designed to operate with transparency and provides accountability to the community regarding the use of taxpayer dollars for any authorized improvements.

RECOMMENDATION:

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

Attachments

Resolution

A RESOLUTION CREATING THE SAPULPA 2020 GENERAL OBLIGATION BOND OVERSIGHT AND ADVISORY BOARD; DEFINING THE SCOPE AND RESPONSIBILITIES THEREOF; PROVIDING FOR THE COMMITTEE SIZE AND TERM OF OFFICE; AND ASSIGNING CITY STAFF TO ACT AS RESOURCE PERSONNEL.

WHEREAS, it is in the best interests of the City of Sapulpa, that the City Council establish the Sapulpa 2020 General Obligation Bond Advisory Board (Board) for its oversight and accountability responsibilities; and

WHEREAS, it is in the best interests of the City of Sapulpa, that the City's bond millage level be controlled so as to not exceed 18 mils as a result of funding authorizations approved by the voters at the January 14, 2020 GO bond election; and

WHEREAS, the 2020 GO Bond Advisory and Oversight Board is designed to cover all facets of the projects that are authorized and funded through bond issues approved by the voters at the January 14, 2020 GO bond election; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sapulpa:

Section 1. Creation of Sapulpa 2020 GO Bond Advisory and Oversight Board.

The Sapulpa 2020 General Obligation Bond Advisory Board ("Board") is hereby created for the purpose of overseeing the 2020 General Obligation Bond expenditures of the City and projects funded as authorized by the 2020 GO bond election. In connection with the Boards' responsibility to provide general oversight, it shall provide advice and written recommendations to the Mayor, City Council, City Manager and Economic Development Committee of the City, regarding (i) priority of projects authorized and to be funded by and through the 2020 GO Bond issues, (ii) review of construction deadlines and status of tracking deadlines for such projects, and (iii) oversight and advisory recommendations regarding implementation of economic development incentives and strategies related to said projects, including specifically items designated by the Sapulpa Downtown Master Plan.

Section 2. Board Size; Term of Office.

The Board shall consist of 12 total members with the Mayor or his designee acting as chairperson of the Board:

- A. The Mayor and one (1) City Councilor appointed and confirmed by the City Council;
- B. Five (5) residents or property owners in each Ward appointed by a Councilor from the Ward and confirmed by the City Council;
- C. One (1) representative from the Sapulpa Area Chamber of Commerce, appointed by the Mayor and confirmed by the City Council;

D. One (1) representative from the Uptown Sapulpa Action, Inc. A/k/a Sapulpa Main Street, appointed by the Mayor and confirmed by the City Council;

E. One (1) representative from Independent School District No. 33, appointed by the Mayor and confirmed by the City Council;

F. Two (2) at large members appointed by the Mayor and confirmed by the City Council. Each member shall be appointed to serve for a term of two (2) years to coincide with municipal elections for the City Council.

Section 3. Meeting Times.

The regular meetings of the Board shall be held at least quarterly at a regular repeating time established by the Board.

Section 4. City Staff member Assignment,

The Board shall have assigned the following City Staff members to act as resource personnel to the committee: the City Manager, City Clerk, Economic Development Director and the Urban Development Director.

APPROVED and ADOPTED by the City Council of the City of Sapulpa, Oklahoma in regular session this ____ day of _____ 2020.

Reg Green, Mayor

ATTEST:

APPROVED AS TO FORM:

Shirley Burzio, City Clerk

David R. Widdoes, City Attorney



AGENDA ITEM

Administration 10. G.

City Council Regular

Meeting Date: January 6, 2020

Submitted For: David Widdoes, City Attorney

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: David Widdoes

SUBJECT:

Discussion and possible action regarding Contract for the Purchase and Sale of Real Estate with Land Family Trust for 2.6 acres m/l located at the Southwest corner of 81st street and Frankhoma Road in the amount of \$26,000.00.

BACKGROUND:

This item follows from Council's most recent discussions in Executive Session regarding acquisition of property necessary for the sanitary sewer line extension to the subdivision being constructed at the intersection of Frankhoma Avenue and 81st Street. The property involved in this transaction will be the site of the lift station for the new line and the fair market value of the land is within the range established by market appraisal and budgeted funds.

RECOMMENDATION:

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

Attachments

Contract for Purchase of Real Estate

CONTRACT FOR SALE AND PURCHASE OF REAL ESTATE

THIS CONTRACT is made entered into by and between **The Land Family Trust**, hereinafter referred to as "Seller" and **the City of Sapulpa, Oklahoma, a municipal corporation**, hereinafter referred to as "**Buyer**". This Contract shall be binding on Seller and Buyer upon execution by both parties to this Contract, the date of which shall be the "Effective Date". The terms and conditions of this Contract are as follows:

1. **Property.** Subject to the conditions of approval by Buyer as set out in paragraphs below, Seller agrees to sell and convey to Buyer by General Warranty Deed, and Buyer agrees to purchase and accept, all of the following described real estate situated in Creek County, Oklahoma, together with all improvements and fixtures thereon, free and clear of all liens, claims, mortgages and encumbrances, which real estate, containing approximately two and three tenths (2.3) acres, more or less, is hereinafter referred to as "Property" — to wit:

A part of the West Half of the Northwest Quarter of Section 13, Township 18 North, Range 11 East, Creek County, Oklahoma, more particularly described as follows: Beginning at the Northwest Corner of said W/2 NW/4; thence S 89°51'05" E along the North line of said W/2 NW/4 a distance of 705.19 feet; thence S 00°00'00" E a distance of 450.00 feet; thence S 89°51'05" E parallel to the North line of said W/2 NW/4 a distance of 168.37 feet to the West right-of-way of the Burlington Northern Railway; thence S 19°44'55" W along said right-of-way a distance of 2335.35 feet to the South line of said W/2 NW/4 Section 13; thence N 89°57'12" W along the South line of said W/2 NW/4 a distance of 85.41 feet to the Southwest Corner of said W/2 NW/4 Section 13; thence N 00°01'15" E a distance of 2650.19 feet to the point of beginning.

2. **Price.** The total purchase price shall be **\$26,000.00** payable by cash/certified check at Closing.

3. **Seller's Representations.** Seller represents and warrant to Buyer that Seller has or will have at Closing good and indefeasible title in fee to the Property, free and clear of all liens, encumbrances, claims, leases, and rights of others, and that all of the structures, fences, outbuildings, and fixtures are to be part of the Property to be sold and purchased, and until Closing, Seller will maintain the Property in good condition, not enter into any agreement with anyone other than Buyer for any lease, or for any work which could become a lien on the Property, without written approval of Buyer, and not permit the default of any existing mortgage encumbering the Property.

4. **Buyer's Representations.** Buyer represents and warrants to Seller that Buyer has full authority to execute and perform this Contract and that there are no outstanding ad valorem taxes or other special assessments due against the Property.

5. **Title.** Seller shall, within five (5) days of the Effective Date of this Contract, furnish to Buyer an Abstract of Title certified by a qualified abstractor, or in the alternative, a Stand Up Title Opinion from an attorney approved by Buyer, reflecting that Seller is vested with good title free and clear of all liens, claims, mortgages or encumbrances.

6. **Deed.** At Closing Seller shall deliver to Buyer a General Warranty Deed dedicating and

conveying all of the Property described above for public utility purposes, subject only to easements and building restrictions of record, and minerals interests reserved or conveyed by Seller's predecessors in title.

7. **Taxes.** To the extent applicable, Seller shall pay all ad valorem taxes, special assessments, or taxes which are a lien on the Property on the date of Closing, and (2) all costs of labor or material furnished on the Property prior to the date of Closing.

8. **Closing.** Unless otherwise extended, **Closing shall occur on or before January 17, 2020**, which date is referred to herein as the "Closing Date". At Closing, (1) Seller shall execute a General Warranty Deed as described in paragraph 9 above to deliver fee title to the Property to Buyer, subject only to easements and building restrictions of record and mineral interests previously conveyed or reserved, and (2) both parties shall make settlement for all monies due or owing to Buyer and Seller under this Contract. The costs for any abstracting shall be paid for by Buyer. Buyer shall pay costs of Deed preparation and filing.

9. **Time is Essence.** Time is of the essence in this Contract.

10. **Successors and Assigns.** This Contract shall be binding and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, trustees, successors, and assigns.

11. **Effective Date.** This Contract shall be binding on both Buyer and Seller as of the last date of execution of this Contract by either the Buyer or Seller, which date shall be herein referred to as the **Effective Date** of this Contract.

12. **Property Sold in "as is" Condition.** The Property is being sold in an "as is" condition.

13. **Notice.** Any Notice under this Contract shall be made by certified mail, return receipt requested, postage prepaid, or hand delivered, with receipt of delivery to:

Buyer: David Widdoes, Esq.
c/o City of Sapulpa
PO Box 1130
Sapulpa, Oklahoma 74067

Seller: Land Family Trust
PO Box 1411
Sapulpa, OK 74067

14. **Entire Agreement** This Contract constitutes the entire agreement of the parties. All prior understandings and agreements between the parties are merged in this Contract.

15. **Amendment.** This Contract may not be amended, modified, altered except by a written instrument executed by both Buyer and Seller.

16. **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.

EXECUTED by the parties on the day and year reflected below.

SELLER: Regina Land, Trustee for Land Family Trust

By: _____
Regina Land

Date: _____

BUYER: CITY OF SAPULPA

By: _____
Reg Green, Mayor

Date: _____

Attest: _____
City Clerk



AGENDA ITEM

Administration 10. H.

City Council Regular

Meeting Date: January 6, 2020

Submitted For: David Widdoes, City Attorney

Submitted By: Amy Hoehner, Legal Assistant

Department: Legal

Presented By: David Widdoes

SUBJECT:

Discussion and possible action regarding an Easement Acquisition Agreement with Denice R.

Land for a perpetual easement

in the amount of \$29,000.00, for the purpose of constructing and maintaining a sanitary sewer line near the intersection of 81st Street and Frankoma Road.

BACKGROUND:

This item follows from Council's most recent discussions in Executive Session regarding acquisition of property necessary for the sanitary sewer line extension to the subdivision being constructed at the intersection of Frankhoma Road and 81st Street. The property involved in this transaction will connect the new sanitary line to this subdivision. The Owner has agreed to convey the necessary easements for this connection for the sum of \$29,000.00, which value is within the range established by market appraisal and budgeted funds.

RECOMMENDATION:

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

Attachments

Easement Acquisition Agreement

Perpetual Easement

Temporary Easement

EASEMENT ACQUISITION AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2020, between Denice R. Land, a single individual resident of Creek County, Oklahoma ("Owner") and the City of Sapulpa, Oklahoma, an Oklahoma municipal corporation ("City"):

WHEREAS, the City desires to secure certain a perpetual easement and temporary construction easement across certain real property situated in Creek County, Oklahoma owned by Owner, for the purpose of allowing the City to construct, maintain, improve and repair a certain sanitary sewer utility improvement; and

WHEREAS, the Owner is ready, willing and able to grant said easements to the City under the terms and conditions contained herein;

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

- (1) Owner shall convey a Permanent Sanitary Sewer Easement and Temporary Easement to the City by executing the Permanent Sanitary Sewer Easement attached hereto as Exhibit "1" and the Temporary Easement attached hereto as Exhibit "2". Owner warrants that she is the only party necessary to convey good, full and sufficient title to the easement area conveyed to the City, and further agrees not to block or otherwise deny access to or from the temporary and/or permanent easements or right of ingress and egress created as a result of the conveyance of said interests.
- (2) In exchange, the City agrees to pay the sum of \$29,000.00 to Owner within 15 days of the execution of this Agreement and/or delivery of properly executed easements, whichever occurs later.
- (3) This contract shall be binding upon the heirs and successors of the parties hereto.

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

CITY OF SAPULPA

Reg Green, Mayor

ATTEST:

APPROVED AS TO FORM:

Shirley Burzio, City Clerk

City Attorney

OWNER

BY: _____
Denice R. Land

PERMANENT SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Denice R. Land, ("hereinafter Owner"), owner of the legal and equitable title to the following described real estate situated in Creek County, State of Oklahoma, for and in consideration of the sum of Ten Dollar (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby give, grant, and convey unto the City of Sapulpa, State of Oklahoma, a permanent sanitary sewer easement with the right of ingress and egress, to thereafter use, operate, inspect, repair, maintain, replace, and remove a sanitary sewer line, and appurtenances through, over, under, and across the following described property, situated in said County, to-wit:

SEE EXHIBIT 'A' ATTACHED HERETO

The area established as a Permanent Easement is hereby established by grant of the Owner as a perpetual easement for the purposes aforesaid, and the Owner covenants and agrees that no building or structure that will interfere with the purposes aforesaid, will be placed, erected, installed, or permitted upon the above described premises.

Owner hereby warrants title to said land, and/or warrants and conveys to the City that he/she/it has actual authority from the record owner to grant and convey on behalf of the record owner this easement interest in said land over and unto the City, and further agrees to defend title thereto unto the City against any and all persons making a contrary claim thereto.

Owner does hereby release and forever discharge the City and its agents, employees, and representatives from all debts, claims, demands, damages, actions and/or causes of action, which the Owner now has or may ever have against the City resulting from or growing out of or in any way related to the use of the Permanent Easement.

City further agrees and covenants to hold Owner harmless and indemnify Owner against all claims of liability from any other property owner asserted against Owner arising out of the work taken by the City as a result of the Permanent Easement.

This agreement shall be binding upon the successors, heirs, executors and assigns of the parties hereto.

IN WITNESS WHEREOF, the said Grantor has executed this instrument this ___ day of _____, 2020.

GRANTOR:

Denice R. Land

State of Oklahoma)
) ss.
County of Creek)

On this ___ day of _____, 2020, before me personally appeared Denice R. Land, executed the within and foregoing instrument, and acknowledged that said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned, and on oath, stated that she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires: _____

My Commission Number: _____

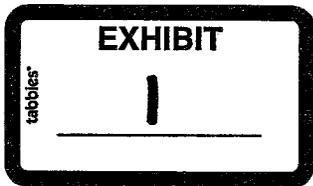


EXHIBIT 'A'

PAGE 1 OF 2

PARCEL 3.1

PERMANENT EASEMENT

A TRACT OF LAND OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE ELEVEN (11) EAST OF THE INDIAN BASE AND MERIDIAN, CREEK COUNTY, STATE OF OKLAHOMA, DESCRIBED AS FOLLOWS:

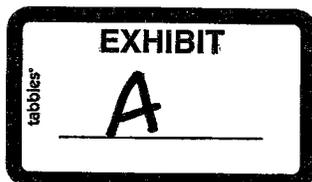
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 13, THENCE N89°09'46.33"E ALONG THE NORTH LINE OF SAID SECTION 13 A DISTANCE OF 490.37 FEET; THENCE S0°12'08.56"E A DISTANCE OF 101.00 FEET TO A POINT ON THE SOUTH LINE OF A UTILITY EASEMENT RECORDED IN BOOK 996, PAGE 659 OF THE COUNTY CLERK OFFICE, CREEK COUNTY, STATE OF OKLAHOMA, SAID POINT BEING THE POINT OF BEGINNING: THENCE N89°09'46.33"E ALONG SAID SOUTH LINE OF SAID UTILITY EASEMENT AND PARALLEL TO THE NORTH LINE OF SAID SECTION 13 A DISTANCE OF 20.00 FEET; THENCE S0°12'08.56"E A DISTANCE OF 36.89 FEET; THENCE S19°27'39.52"E A DISTANCE OF 114.39 FEET; THENCE S62°11'05.15"E A DISTANCE OF 383.31 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE BNSF RAILWAY; THENCE S18°36'02.85"W ALONG SAID RAILWAY RIGHT OF WAY LINE A DISTANCE OF 20.26 FEET; THENCE N62°11'05.15"W A DISTANCE OF 394.37 FEET; THENCE N19°27'39.52"W A DISTANCE OF 125.61 FEET; THENCE N0°12'08.56"W A DISTANCE OF 40.07 FEET TO THE POINT OF BEGINNING, CONTAINING 0.251 OF AN ACRE OR 10,946.40 SQUARE FEET, MORE OR LESS.

REAL PROPERTY CERTIFICATION

I, CAREY HARRIS, P.L.S., KEYSTONE ENGINEERING AND SURVEY, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS AND IS A TRUE REPRESENTATION OF THE REAL PROPERTY DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

5 Mar 19
DATE:

SEH
SIGN:



DATE: 1-15-2019

REVISION DATE: _____

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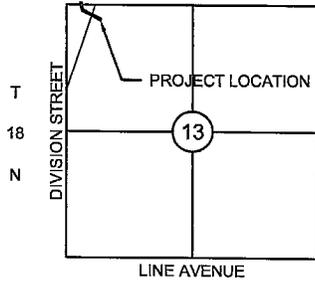
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EXHIBIT 'A'

(2 OF 2)

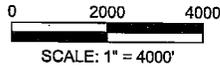
FRANKOMA ROAD - SEWER IMPROVEMENTS

R 11 E



JOB:	CITY OF SAPULPA	
PARCEL NO.:	3.1	
COUNTY:	CREEK	
LOCATION DESC:	NW/4, NW/4, SEC. 13, T-18-N, R-11-E	
BEFORE GROSS (MORE OR LESS):	1,482,075.71 S.F.	34.024 AC.
PERMANENT SANITARY SEWER EASEMENT:	10,946.40 S.F.	0.251 AC.
TEMP. R/W:	10,437.31 S.F.	0.237 AC.
REMAINDER	1,460,692.00 S.F.	33.532 AC.
OWNER:	DENISE R. LAND	

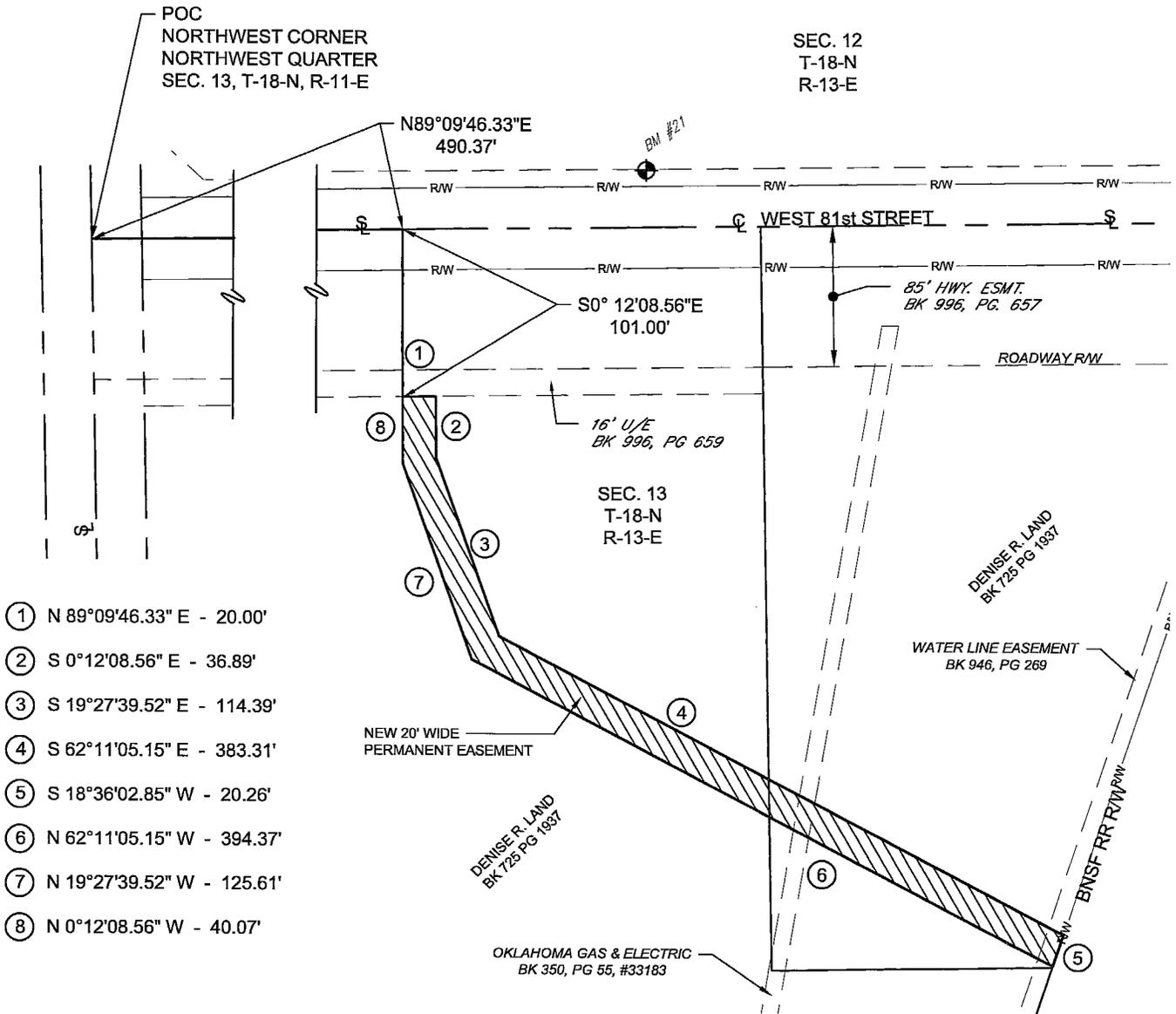
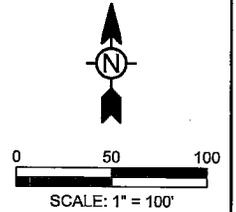
LOCATION MAP



LEGEND

 PERMANENT EASEMENT

BEARINGS BASED ON OKLAHOMA STATE PLANE GRID NORTH ZONE



- ① N 89°09'46.33" E - 20.00'
- ② S 0°12'08.56" E - 36.89'
- ③ S 19°27'39.52" E - 114.39'
- ④ S 62°11'05.15" E - 383.31'
- ⑤ S 18°36'02.85" W - 20.26'
- ⑥ N 62°11'05.15" W - 394.37'
- ⑦ N 19°27'39.52" W - 125.61'
- ⑧ N 0°12'08.56" W - 40.07'

DATE: 1-15-2019

REVISION DATE: _____

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TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Denice R. Land, of Creek County, State of Oklahoma, hereinafter called the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good, valuable and sufficient consideration, does hereby grant, bargain, sell, convey, and dedicate unto the City of Sapulpa, Oklahoma a temporary easement over, under, through, upon, and across the following described lots or parcels of real property and premises, to-wit:

SEE EXHIBIT 'A' ATTACHED HERETO

This easement is granted for the sole purpose of enabling the City of Sapulpa, Oklahoma, its officers, agents, employees, contractors, permittees and assigns to go upon, survey, locate, construct, reconstruct, build, and maintain a sanitary sewer line, utility, and facilities and all necessary or convenient appurtenances thereto, incidental to the construction of said improvements, and includes the right of ingress and egress by the City of Sapulpa, Oklahoma, its officers, agents, employees, contractors, permittees, and assigns. It is a condition of this easement that it shall not be filed of record and that all rights conveyed to the City of Sapulpa, Oklahoma by this instrument shall terminate upon completion of construction of the improvement project.

Said Grantor hereby covenants and warrants that at the time of delivery of this easement it is the owner in fee simple of the above described property and that the same is free and clear of all liens and claims whatsoever. The undersigned Grantor hereby designate itself as agent to execute the claim and receive the compensation herein named.

IN WITNESS WHEREOF, Grantor has affixed its hand and seal this ___ day of _____, 2020.

GRANTOR:

Denice R. Land

State of Oklahoma }
County of Creek } ss.

On this ___ day of _____, 2020, before me personally appeared Denice R. Land, executed the within and foregoing instrument, and acknowledged that said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned, and on oath, stated that she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARY PUBLIC

My Commission Expires: _____

My Commission Number: _____



PARCEL 3.A

TEMPORARY CONSTRUCTION EASEMENT

A TRACT OF LAND OF THE NORTHWEST QUARTER (NW/4) OF THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTEEN (13), TOWNSHIP EIGHTEEN (18) NORTH, RANGE ELEVEN (11) EAST OF THE INDIAN BASE AND MERIDIAN, CREEK COUNTY, STATE OF OKLAHOMA, DESCRIBED AS FOLLOWS:

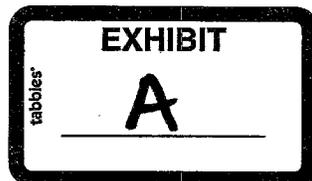
COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER (NW/4) OF SAID SECTION 13, THENCE N89°09'46.33"E ALONG THE NORTH LINE OF SAID SECTION 13 A DISTANCE OF 510.37 FEET; THENCE S0°12'08.56"E A DISTANCE OF 101.00 FEET TO A POINT ON THE SOUTH LINE OF A UTILITY EASEMENT RECORDED IN BOOK 996, PAGE 659 OF THE COUNTY CLERK OFFICE, CREEK COUNTY, STATE OF OKLAHOMA, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°09'46.33"E ALONG SAID SOUTH LINE OF SAID UTILITY EASEMENT AND PARALLEL TO THE NORTH LINE OF SAID SECTION 13 A DISTANCE OF 20.00 FEET; THENCE S0°12'08.56"E A DISTANCE OF 33.72 FEET; THENCE S19°27'39.52"E A DISTANCE OF 103.18 FEET; THENCE S62°11'05.15"E A DISTANCE OF 372.24 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE BNSF RAILWAY; THENCE S18°36'02.85"W ALONG SAID RAILWAY RIGHT OF WAY LINE A DISTANCE OF 20.26 FEET; THENCE N62°11'05.15"W A DISTANCE OF 383.31 FEET; THENCE N19°27'39.52"W A DISTANCE OF 114.39 FEET; THENCE N0°12'08.56"W A DISTANCE OF 36.89 FEET TO THE POINT OF BEGINNING, CONTAINING 0.237 OF AN ACRE OR 10,437.31 SQUARE FEET, MORE OR LESS.

REAL PROPERTY CERTIFICATION

I, CAREY HARRIS, P.L.S., KEYSTONE ENGINEERING AND SURVEY, CERTIFY THAT THE ATTACHED LEGAL DESCRIPTION CLOSES IN ACCORD WITH EXISTING RECORDS AND IS A TRUE REPRESENTATION OF THE REAL PROPERTY DESCRIBED, AND MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING OF THE STATE OF OKLAHOMA.

5 Mar 19
DATE:

CEH
SIGN:



DATE: 1-15-2019

REVISION DATE: _____

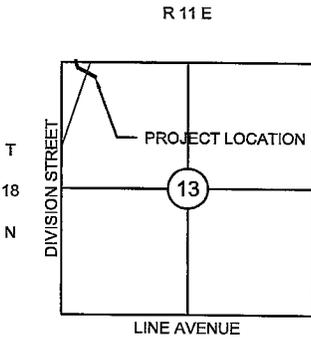
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EXHIBIT 'A'

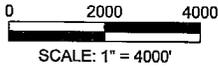
(2 OF 2)

FRANKOMA ROAD - SEWER IMPROVEMENTS

JOB:	CITY OF SAPULPA	
PARCEL NO.:	3.A	
COUNTY:	CREEK	
LOCATION DESC:	NW/4, NW/4, SEC. 13, T-18-N, R-11-E	
BEFORE GROSS (MORE OR LESS):	1,482,075.71 S.F.	34.024 AC.
PERMANENT SANITARY SEWER EASEMENT:	10,946.40 S.F.	0.251 AC.
TEMP. R/W:	10,437.31 S.F.	0.237 AC.
REMAINDER	1,460,692.00 S.F.	33.532 AC.
OWNER:	DENISE R. LAND	



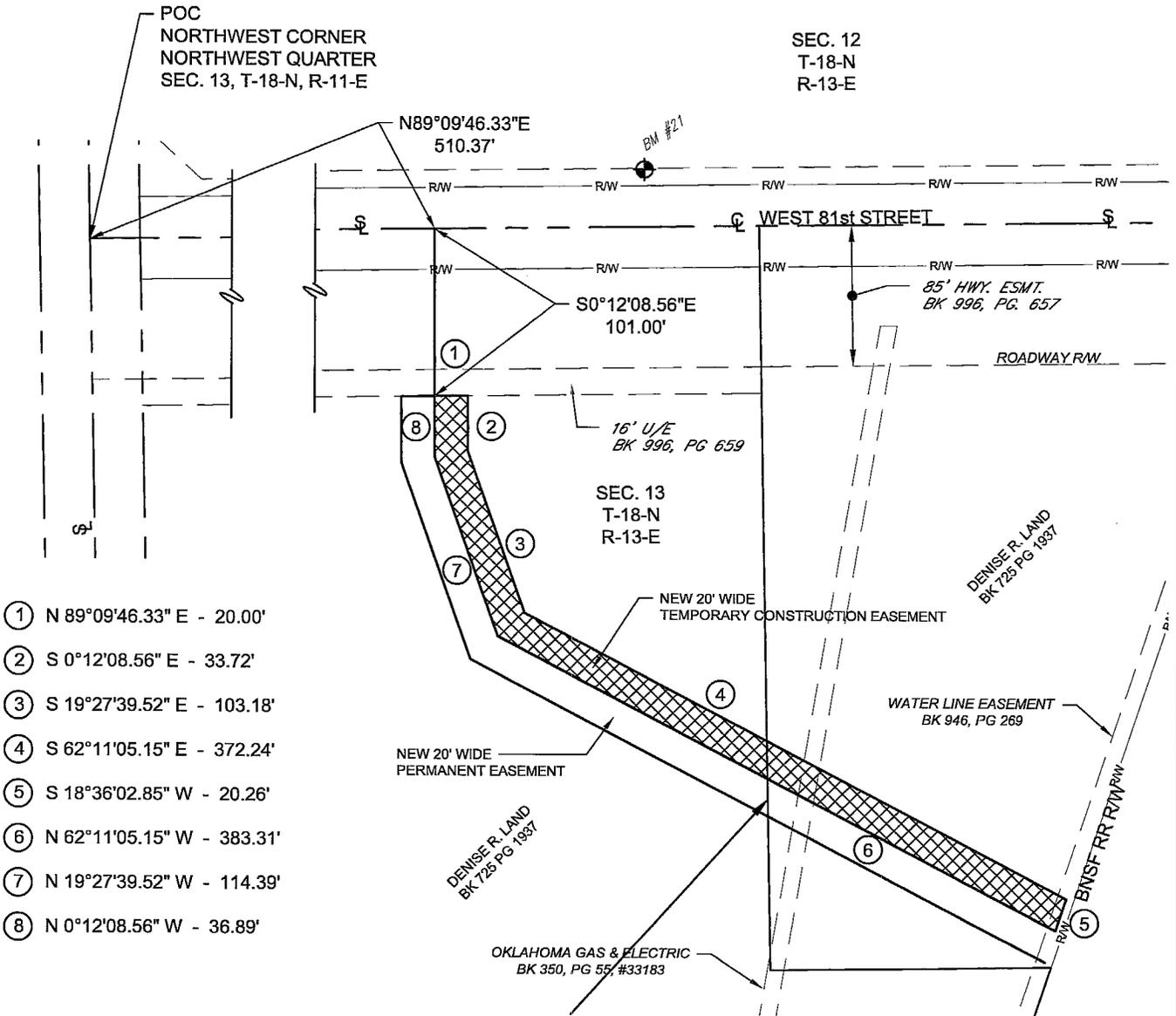
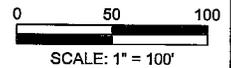
LOCATION MAP



LEGEND

 TEMPORARY CONSTRUCTION EASEMENT

BEARINGS BASED ON OKLAHOMA STATE PLANE GRID NORTH ZONE



- ① N 89°09'46.33" E - 20.00'
- ② S 0°12'08.56" E - 33.72'
- ③ S 19°27'39.52" E - 103.18'
- ④ S 62°11'05.15" E - 372.24'
- ⑤ S 18°36'02.85" W - 20.26'
- ⑥ N 62°11'05.15" W - 383.31'
- ⑦ N 19°27'39.52" W - 114.39'
- ⑧ N 0°12'08.56" W - 36.89'

DATE: 1-15-2019

REVISION DATE: _____

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Parcel 3.A Denice R. Land

Temporary Construction Easement

Point of Beginning :

North: 386362.2664' East: 2530308.8762'

Segment #1 : Line

Course: N89° 09' 46.33"E Length: 20.00'

North: 386362.5586' East: 2530328.8740'

Segment #2 : Line

Course: S0° 12' 08.56"E Length: 33.72'

North: 386328.8388' East: 2530328.9931'

Segment #3 : Line

Course: S19° 27' 39.52"E Length: 103.18'

North: 386231.5536' East: 2530363.3691'

Segment #4 : Line

Course: S62° 11' 05.15"E Length: 372.24'

North: 386057.8583' East: 2530692.5993'

Segment #5 : Line

Course: S18° 36' 02.85"W Length: 20.26'

North: 386038.6566' East: 2530686.1370'

Segment #6 : Line

Course: N62° 11' 05.15"W Length: 383.31'

North: 386217.5174' East: 2530347.1158'



Informational Items 12. A.

City Council Regular

Meeting Date: January 6, 2020

Submitted By: Amy Hoehner, Legal Assistant

SUBJECT:

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

Attachments

Status Report

STATUS**O = Operations****P = Planning****E = Engineering Design****C = Construction**

TETRA TECH, INC.
PROJECT STATUS REPORT
SAPULPA, OKLAHOMA
JANUARY 6, 2020

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